

City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 2012-67

No. 660

**AN ORDINANCE AN AMENDMENT TO AN
ORDINANCE, CHAPTER 2011-29, NO. 419,
ESTABLISHING A TAX EXEMPTION AND
STABILIZATION PLAN FOR VICTORY SQUARE IN
THE CITY OF PROVIDENCE KNOWLEDGE
DISTRICT**

Approved December 17, 2012

Be it ordained by the City of Providence:

WHEREAS, Vincent A. Indeglia, Esquire (the "Receiver") in his capacity as the duly acting Permanent Receiver for Victory Properties, Inc., ("Victory"), Wyndham Properties, LLC, ("Wyndham") and Poisitano Realty Co., Inc., ("Poisitano") sought to complete a sale of the real estate of Victory, Wyndham and certain real estate of Poisitano defined herein as the "Project Site"; and

WHEREAS, The Project Site is located in the City of Providence's Knowledge District; and

WHEREAS, The City of Providence in conjunction with educational and healthcare institutions have come together as partners in an initiative that will serve as the foundation of transforming the Knowledge District into a national center of excellence in basic, clinical and transitional life sciences research (the "Knowledge District Initiative"); and

WHEREAS, The City of Providence envisions this research activity will, in turn, drive technology transfer leading to entrepreneurship, company formation and job creation within the City of Providence; and

WHEREAS, The investment of private capital is necessary to sustain and expand the Knowledge District Initiative; and

WHEREAS, It is the City of Providence's intention to expand the Knowledge District Initiative to serve as an engine of economic development and growth arising from the former manufacturing center in the Jewelry District to a knowledge-based, innovation economy better suited to prosper in the global twenty-first (21st) century competitive environment; and

WHEREAS, The City of Providence and the Receiver desired to complete a sale of the Project Site in such a manner that incentivized and encouraged the development of the Project Site as a gateway project to be known as "Victory Square" in order to further economic development and private investment in the Knowledge District; and

WHEREAS, The Project Site was previously in a state of great disrepair, having significant environment contamination, collapsing roofs, and dilapidated building structures, with the Project Site being only salvageable through careful and extensive remediation; and

WHEREAS, The Project Site had not generated any significant tax revenue for the City of Providence since 2008, including the period during which the Receiver had been in place; and

WHEREAS, The Receiver in conjunction with the City of Providence advanced a proposal for Master Plan Approval before the City of Providence Plan Commission to provide for the development of Victory Square consisting of approximately 710,000 square feet of floor space within the Knowledge District for use in the life science/research, healthcare and medical manufacturing sectors; and

WHEREAS, The Receiver presented the City of Providence with a request to adopt a thirteen (13) year tax stabilization plan with regard to the real property taxes to be paid by any person, persons or entities who own the Project Site, during the term of this Tax Stabilization Plan along with any improvements or buildings thereon to be developed, so as to advance the Knowledge District initiative; and

WHEREAS, Rhode Island General Laws § 44-9-3 (hereinafter called the "Act") authorizes, subject to certain enumerated conditions, the city council of a city for a period not to exceed twenty (20) years, to exempt and determine a stabilized amount of taxes to be paid on account of real property used for commercial purposes, notwithstanding the valuation of the real estate or the rate of tax; and

WHEREAS, After a public hearing, at least ten (10) days notice of which has been given in a newspaper having a general circulation in the City of Providence, the City Council found and determined that:

- (1) Granting the Tax Stabilization Plan requested by the Receiver insured to the long term economic benefit of the City of Providence by reason of the willingness of the Project Site Owner to develop the Project Site within the City by means of the construction of new buildings or replacing, reconstructing, converting or expanding existing buildings in advance of the Knowledge District Initiative; and
- (2) The Project Site is intended to be used for research and development, office space, and commercial enterprise space within the Knowledge District of the City of Providence; and

WHEREAS, The Stabilized Tax Payments contemplated to be made pursuant to this Amended Ordinance have been determined by the City of Providence City Council to be fair, equitable and acceptable to the City; and

WHEREAS, It is in the interest of the residents of the City of Providence to grant a tax exemption and stabilization plan in order to induce the development and construction of the Project Site.

WHEREAS, on July 18, 2011 the City of Providence approved Ordinance No. 419, AN ORDINANCE ESTABLISHING A TAX EXEMPTION AND STABILIZATION PLAN FOR VICTORY SQUARE IN THE CITY OF PROVIDENCE KNOWLEGDE DISTRICT (the "Ordinance"); and

WHEREAS, JAG Investment Realty LLC ("Project Site Owner" or "Owner") subsequently purchased the Project Site from the Receiver; and

WHEREAS, the Receiver paid six hundred thousand dollars (\$600,000) in back taxes to the City of Providence upon the conveyance to the Project Site Owner pursuant to Section 5 of this ordinance; and

WHEREAS, the development of the Project Site requires substantial additional investment in demolition, construction, and related infrastructure, as well as further investment in the marketing of the Project Site to prospective users and/or developers and for the development of a feasible development plan in connection with same; and

WHEREAS, the actual development plan is unknown at this time and will likely be driven by market demand, which is likely to include uses for life sciences, research, education, health care, and medical, professional services, manufacturing, office, housing, hospitality, and/or retail, to support similar or related uses in the Knowledge District; and

WHEREAS, in order to facilitate the development of the Project Site, the City of Providence and the Project Site Owner have reached an agreement in amendment of the Ordinance (the "Amended Ordinance").

Be It Ordained by the City of Providence:

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

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

- (a) "Commencement Date" shall be the effective date of this Amended Ordinance.
- (b) "Personal Property" means any and all tangible personal property including, but not limited to all fixtures, furniture, equipment, furnishings, vehicles, computer hardware and software, informational systems and other personal property
- (c) "Project Site Owner" means an entity with the right, and interest in and to the Project Site (or portion thereof), including successors to units and/or sub-units of the Project Site.
- (d) "Stabilized Assessment" shall mean:
 - i. With respect to the Real Property Improvements the stabilized assessed value shall be equal to One Hundred Fifty and 00/100 (\$150.00) Dollars per square foot of building floor space to be developed and constructed on the Project Site;
 - ii. With respect to the land valuation for the Project Site real estate, the stabilized assessed value shall be equal to Eight Million One Hundred Thousand and 00/100 Dollars (\$8,100,000.00) per year; and
 - iii. Notwithstanding, parking structures shall not be assessed and are exempt from taxation for the duration of the stabilization agreement.
- (e) "Stabilized Tax Payments" shall mean:
 - i. With regard to the Project Site real estate, the land valuation shall be stabilized at an assessed value of Eight Million One Hundred Thousand and 00/100 Dollars (\$8,100,000.00) and shall be taxed at the fixed rate of \$33.70 per thousand through the Term.
 - ii. With regard to the Real Property Improvements, the Stabilized Assessment reduced by the Exemption Table in Section 6, below and then multiplied by the applicable tax rate.
- (f) "Project Site" means all of the real estate and buildings and improvements thereto located at City of Providence Assessor's Plat 21, Lots 315, 326, 327, 328, 332, 333, 336, 353 and 399 and City of Providence Assessor's Plat 22, Lots 83, 122, 123, 244, 245 and 352.
- (g) "Project Taxable Property" means collectively, the Project Site and all Real Property Improvements thereon.

- (h) "Real Property Improvements" means any structures or improvements including but not limited to buildings, parking lots/structures and related improvements to be constructed and developed on the Project Site.
- (i) "Termination Date" means the 13th anniversary of the December 31 in which the Project Site is first assessed pursuant to the schedule set forth in Section 6 herein.
- (j) "Square feet" as used in this Ordinance shall be the gross horizontal area of the several floors of a building measured from the exterior walls.

Section 3. Tax Stabilization Plan. The City, in accordance with the Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence is hereby authorized to grant the schedule of Stabilized Tax Payments pursuant to the Schedule under Section 5 herein.

Section 4. Term. The term of this Amended Ordinance shall be a period commencing upon the Commencement Date and terminating on the Termination Date.

Section 5. Pre-Commencement Date Tax Liability. (a) The Receiver has previously paid Six Hundred Thousand dollars (\$600,000.00) to the City of Providence Tax Collector as payment in full of all back taxes, interest and penalties related to the Project Site. The payment schedule under Section 6 of this Ordinance was contingent upon the City receiving this payment from the Receiver at the time of conveyance of the Project Site to the Project Site Owner.

Section 6. Tax Exemption and Stabilization Plan. Stabilized Tax Payments pursuant to the following schedule as set forth below.

| Tax Exemption Stabilization Plan | Year | Percent of Stabilized Assessment Exemption | Stabilized Assessment |
|-----------------------------------|------|--|--------------------------------|
| Construction and Development | 2012 | N/A | \$7,500,000 |
| Construction and Development | 2013 | N/A | \$8,100,000 |
| Construction and Development | 2014 | N/A | \$8,100,000 |
| Post Construction and Development | 2015 | 90% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2016 | 80% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2017 | 70% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2018 | 60% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2019 | 50% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2020 | 40% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2021 | 30% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2022 | 20% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2023 | 10% | \$8,100,000/plus \$150/sq. ft. |
| Post Construction and Development | 2024 | 0% | \$8,100,000/plus \$150/sq. ft. |

Section 7. Payment of Post-Closing Taxes.

(a) Any Owner of the Project Site, or units or sub-units thereof, shall make Stabilized Tax Payments to the City as prescribed in the schedule listed in Section 6 herein, in lieu of all other real property taxes and personal property taxes and the City agrees to accept the Stabilized Tax Payments in lieu of such real property taxes and personal property taxes on the Project Site.

(b) Stabilized Tax Payments due to the City, pursuant to the schedule listed in Section 6, may be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments. If the quarterly payments are to be made, they shall be due on the same dates that quarterly taxes are due for all other taxpayers in the City.

(c) The liability for the Stabilized Tax Payments due and owing under this Ordinance shall constitute an obligation of the Project Site Owner, and the City shall be granted by the Owner of the Project Site, a first lien on the Project Taxable Properties, which lien shall be of the same priority and entitle the City to the same foreclosure remedies as the lien and foreclosure remedies provided under the applicable laws and ordinances with respect to real property and personal property taxes. The City agrees to provide Notice to the Owner of the Project Site prior to exercising any foreclosure or other remedies available and the Owner of the Project Site shall have ninety (90) days to cure any alleged default under this Amended Ordinance from the date upon which Notice of any alleged default is received from the City. Said Notice shall include, with specificity, the nature of any alleged default, and the actions which the City believes to be reasonably necessary to cure any alleged default under this Amended Ordinance.

(d) It is understood that the Stabilized Tax Payments made hereunder are deemed by the City to be tax payments, and the Owner of the Project Site making the Stabilized Tax Payments shall be entitled to all of the rights and privileges of a taxpayer in the City. It is further understood and agreed that the City's sole and exclusive recourse to the Owner of the Project Site is limited to the City's first lien on the Project Taxable Properties, however, nothing herein shall be construed to limit the right of the City to foreclose or take any other judicial proceeding available at law for the collection of taxes.

(e) Stabilized Tax Payments not made by the Owner of the Project Site as they become due shall, following the notice and cure period set forth in Section 7(c) hereof, be subject to any and all penalties allowed under Rhode Island General Laws. Failure to receive a stabilized tax bill shall not relieve the Owner of the Project Site of its obligation to make Stabilized Tax Payments herein. If for any reason the Owner of the Project Site does not receive an appropriate stabilized tax bill, the Owner of the Project Site shall have the responsibility and obligation to make reasonable inquiries to the City in order to have such a stabilized tax bill issued and thereafter to make payment of the same no later than the due dates provide herein. Stabilized Tax Payments shall be made by the Owner of the Project Site directly to the City of Providence Tax Collector's Office.

(e) Stabilized Tax Payments not made by the Owner of the Project Site as they become due shall be subject to any and all penalties allowed under Rhode Island General Laws. Failure to receive a stabilized tax bill shall not relieve the Owner of the Project Site of its obligation to make Stabilized Tax Payments herein. If for any reason the Owner of the Project Site does not receive an appropriate stabilized tax bill, the Owner of the Project Site shall have the responsibility and obligation to make reasonable inquiries to the City in order to have such a stabilized tax bill issued and thereafter to make payment of the same no later than the due dates provide herein. Stabilized Tax Payments shall be made by the Owner of the Project Site directly to the City of Providence Tax Collector's Office.

Section 8. Satisfaction of Obligations. The City agrees that so long as the Stabilized Tax Payments are made by the Owner of the Project Site in accordance with the terms of this Amended Ordinance, the City shall, during the term of this Ordinance, accept said payments in full satisfaction of the obligations of the Owner of the Project Site as to the payment of any and all taxes, including real and personal property assessments, to the City which would could otherwise be levied upon the Project Site.

Section 9. Back Taxes and Effect of Failure to Make Payments. The real property taxes payable to the City for the Project Site during the term of this Amended Ordinance shall be based upon the stabilized real property taxes set forth in Section 6 hereunder. This Amended Ordinance is further conditioned upon the Owner of the Project Site, whether now or in the future, remaining current on the Tax Stabilization Plan. Failure to make said timely Stabilized Tax Payments may, at the discretion of the City of Providence following the Notice and the 90-day cure period set forth in Section 7(c), render this Ordinance null and void. As set forth in the Ordinance, Project Owner and the City agreed that, upon payment of \$600,000.00 towards a total tax liability of \$1,167,735.34 (which said initial payment has occurred), the City would waive and release the balance of \$567,735.34 which would otherwise be due ("Waived Taxes"). Notwithstanding, if the Receiver and/or the Project Site Owner shall fail to satisfy the performance milestone set forth in Section 10(b), below, the City shall be entitled to collect the Waived Taxes. If the Receiver and/or the Project Site Owner has satisfied the performance milestone set forth in Section 10(b), but shall fail to satisfy the performance milestone set forth in Section 10(c), below, the City shall be entitled to collect \$400,000.00 of the Waived Taxes. In the event that this Ordinance is deemed null and void in accordance with the terms hereof, the Owner shall be required to make tax payments based on the assessment amounts described in Section 2(d)(ii) with respect to the land until the stated Termination Date, however, taxes with respect to Real Property Improvements shall be paid without regard to this Ordinance, subject to tax assessment appeal rights generally available to all taxpayers.

Section 10. Retroactive Revocation For Failure to Satisfy Performance Milestones. In the event that the Project Owner fails to satisfy the following performance milestones, then this Ordinance shall, be automatically repealed following the Notice and the 90-day cure period set forth in Section 7(c), and the Owner of the Project Site shall be reassessed any unpaid real estate taxes, penalties and interest which remain unpaid as if this Ordinance had never been passed, subject to the occurrence of Force Majeure Events, defined below.

(a) Obtaining all necessary permits and approvals being secured from the municipal agencies of the City of Providence or the State of Rhode Island for the construction and development of a building pursuant to Phase I of a development plan to be determined (the "TBD Development Plan") within twenty-four (24) months of the Commencement Date.

(b) Achieving substantial completion of construction and development of Phase I of the TBD Development Plan (or as it may be amended) within forty-eight (48) months of the Commencement Date. The first building constructed pursuant to the TBD Development plan will include the construction of a minimum 150,000 square foot structure serving a use permitted as of right or by special use permit or other lawfully granted relief (said relief must receive the support of the Department of Planning and Development), together with associated parking; both subject to applicable laws in effect at the Commencement Date. Surface parking without the construction of said structure shall not be permitted. The square footage threshold for Phase I may be satisfied by the aggregate of multiple structures or additions to existing buildings constructed prior to the aforementioned deadline.

(c) Achieving substantial completion of construction and development of Phase II of the TBD Development Plan (or as it may be amended) within seventy-two (72) months of the Commencement Date. Phase II will include the construction of an additional 150,000 square foot permitted use structure and associated parking; both subject to applicable laws in effect at the Commencement Date. The square footage threshold for Phase II may be satisfied by the aggregate of multiple structures or additions to existing buildings constructed prior to the aforementioned deadline.

(d) Notwithstanding anything to the contrary in this Section 10, the Project Site Owner may be entitled to an extension of the time for performance of the preceding milestones, if for any cause beyond the Project Site Owner's reasonable control, including strikes and/or labor disputes, accidents, invasion, riot, rebellion, civil commotion, insurrection, acts of terrorism against the United States interests, any act or judgment of any court granted in any legal proceeding, acts of god such as fire, wind or lightning, explosion, acts of government or faults or delays by subcontractors to provide service due to circumstances such as those cited above ("Force Majeure Event"), the performance milestones are delayed. In such event, the Project Site Owner may request an automatic extension, equal to the number of days of delay caused by a Force Majeure Event, provided that in no event shall the Project Site Owner delay substantial completion of construction of the majority of the Project Site pursuant to Phases I and II of the TBD Development Plan beyond December 31, 2019.

Section 11. Transfers. As long as the Receiver, the Project Site Owner or any successor or assignee, owns or operates the Project Site, it will continue to pay Stabilized Tax Payments for the Project Site pursuant to this Ordinance.

(a) The Receiver, the Project Site Owner or any successor or assignee, acknowledge and agree that the Project Site will be subject to taxation pursuant to the terms of this Ordinance and thereafter subject to taxation pursuant to Rhode Island General Laws and the ordinances of the City of Providence. The Project Site Owner or any successor or assignee, agree that the exemption and conditions under this Tax Stabilization Plan shall run with the land.

(b) In the event that the Receiver, the Project Site Owner shall enter into a long-term lease for any portion of the Project Site to any real property tax-exempt entity, or allow the transfer of a portion of the Project Site to a real property tax-exempt entity, then in such event that portion of the Project Site so leased or transferred to the real property tax-exempt entity shall be quantified in terms of the amount of tax otherwise due for that amount of square footage under the terms and conditions of the stabilization under this Ordinance, and such amount of stabilized tax shall be apportioned to the remainder of the Project Site for the balance of time under the schedule set forth in Section 6.

(c) If the Project Site is sold to a real property tax-exempt entity that under applicable law would not be required to pay real property taxes in connection with the Project Site, the Tax Stabilization Plan may terminate at the discretion of the City of Providence following the Notice and the 90-day cure period set forth in Section 7(c), and unless otherwise agreed to by the City, the Project Site Owner/Seller shall pay to the City an amount equal to the difference between the Stabilized Tax Payments made under the Tax Stabilization Plan and the amount of real estate taxes that would have been paid during the effective term of said plan, but for the Tax Stabilization Plan.

Section 12. Employment.

(a) Construction. The Project Site Owner 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). The Project Site Owner 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). The Project Site Owner will request the City MBE/WBE office 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 the Project Site Owner in meeting said goals. The process of participating with the MBE/WBE office 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.

- i. The Project Site Owner shall ensure that all trade construction subcontractors for the construction of this project shall have or be affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. for any and all crafts or trades that will or may be working on the project. This shall not apply to any trade or profession which does not have an apprenticeship program for such trade or profession in the State of Rhode Island.
- ii. The Project Site Owner shall make a requirement in the contracts between its Construction Manager and General Contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten percent (10%) of the total hours worked by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs.
- iii. The Project Site Owner shall as part of its contracts between its Construction Manager and General Contractor and their subcontractors require that the subcontractors submit to the City of Providence Department of Planning and Development quarterly verification reports to ensure compliance with this section.
- iv. The Project Site Owner, its Construction Manager or General Contractor or other authorized person/entity may petition the City of Providence Department of Planning and Development to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:
 - a. compliance is not feasible because a trade or field does not have an apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
 - b. compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
 - c. compliance is not feasible because it would create a significant economic hardship; oriv. compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

(b) Permanent Employment. In conjunction with its efforts pursuant to this Section and its ongoing efforts to provide equal employment opportunity without regard to race, color, religion, natural origin, sex, age or handicap, the Project Site Owner shall liaise with the City to assist in the recruitment of qualified minority, women, and handicap applicants for all of its employment positions in the Victory Square development.

(c) First Source List. Pursuant to the City of Providence First Source Ordinance, the Project Site Owner shall enter into a First Source Agreement covering the hiring of employees necessary to complete the proposed Project and throughout the term of this tax stabilization agreement. The Project Site Owner shall work in conjunction with the City of Providence Department of Planning and Development and its associated agencies to develop the First Source Agreement.

In the event that there shall be a failure to comply with this Section, the Department of Planning and Development shall have standing to seek enforcement of this provision of the ordinance in the Rhode Island Superior Court.

Section 13. "Buy Providence" Initiative. The Project Site Owner 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, the Project Site Owner will work with the City to develop a list of Providence vendors and subcontractors in order to create a preferred vendor list of qualified and economically competitive vendors for the construction of the Project. Furthermore, once the Project Site Owner constructs the Victory Square development, the Project Site Owner will use good faith efforts to conduct ongoing business with and provide preference to economically competitive and qualified, Providence businesses. In order to further that effort, the Project Site Owner will hold seminars upon passage of this Ordinance, with the Providence MBE/WBE office and the Providence Chamber of Commerce to inform the local economy of the Project Site Owner's development plans in order to maximize the opportunities for Providence businesses to work with the Project Site Owner in providing on-going services, equipment and materials.

Section 14. Community Education Efforts. The Project Site Owner will undertake an effort to negotiate a compact with the city of Providence to establish educational outreach efforts within the Victory Square development, with the goal of providing the City of Providence residents with educational and training opportunities for employment in the Knowledge District.

Section 15. Plan for Compliance with Employment, "Buy Providence", and Educational Outreach Components. The Project Site Owner will work with the City of Providence to publish a plan for compliance with Sections 13, 14 and 15, within sixty (60) days of a written request by the City of Providence.

Section 16. Reporting. During the term of this Ordinance, the Project Site Owner shall periodically report to the City on its progress in complying with the provisions of this Ordinance, including but not limited to, Sections 12, 13, and 14 hereof. The Project Site Owner and the City shall mutually agree on the frequency, format and substance of such reports.

Section 17. Resolution of Calculation Disputes. The Project Site Owner and the City of Providence agree that if the Project Site Owner should dispute the annual calculation of the Stabilized Tax Payment, either party may appeal to the Board of Tax Assessment Review (the "BTAR") acting as mediator to resolve all such disputes. A decision by the BTAR on the appeal shall be conclusive and binding upon the Project Site Owner and the City of Providence. The foregoing provision applies only to calculation disputes and does not apply to the resolution of any disputes with respect to any other provision of this Ordinance.

Section 18. Grant of Tax Stabilization Plan. The City of Providence, in accordance with the Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence, is hereby authorized to grant and does grant the requested Tax Stabilization Plan to the Receiver for the Project Site from the assessed valuation for tax purposes as pursuant to this Ordinance.

Section 19. Beneficiaries of Ordinance. The City of Providence and the Receiver hereby expressly acknowledge that any and all future Owners of the Project Site and/or units or sub-units thereof, are intended to be beneficiaries of this Ordinance, and the provisions herein will apply with the same force and effect except that if the Project Site Owner loses title to the Project Site as a result of a foreclosure or tax sale, this Ordinance will have no further effect on a future Owner of the Project Site.

Section 20. Severability. If any one section of this Ordinance is found to be unenforceable, then the other provisions herein shall continue to have the same force and effect as if the unenforceable provision were not passed as part of this Ordinance.

Section 21. Effective Date. This Ordinance shall become effective immediately upon its passage by the City Council and approval by the Mayor.

Section 22. Effect of Performance Milestones in Ch. 2011-29. The performance milestones outlined in Section 11 of Ordinance No. 419, Chapter 2011-29, and any penalties or revocation provisions resulting therefrom shall be stayed until the Commencement Date of this amended ordinance.

Section 23. Applicable Law. This agreement shall be construed under the laws of the State of Rhode Island.

IN CITY COUNCIL
NOV 19 2012
FIRST READING
READ AND PASSED
Am. Steh CLERK

IN CITY
COUNCIL
DEC 06 2012
FINAL READING
READ AND PASSED
W. Steh PRESIDENT
Am. Steh CLERK

I HEREBY APPROVE,

Agil Tawer
Mayor

Date: 12/17/12