

# CITY OF PROVIDENCE RHODE ISLAND



The Credo of the Providence City Council is to be Industrious, to be Watchful and to Promote Peace. The bee, as a symbol of industry, is derived from the early colonial saying "Busy as a Bee"; the goose, as a symbol of watchfulness, is derived from the story of the goose whose cackling saved Rome; and the lamb, as a symbol of peace, is derived from the biblical use of the lamb as a symbol of peace.



IN CITY COUNCIL  
NOV 17 2022  
APPROVED: Jina L. Mastice CLERK  
ACTING

**CITY COUNCIL**

**JOURNAL OF PROCEEDINGS**

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**No. 35 City Council Regular Council Meeting, Thursday, November 3, 2022, 6:00 o'clock P.M.**

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**PRESIDING**

**COUNCIL PRESIDENT**

**JOHN J. IGLIOZZI**

**CALL TO ORDER**

**PRESENT: COUNCIL PRESIDENT IGLIOZZI, COUNCILWOMEN ANTHONY, CASTILLO, COUNCILMAN ESPINAL, COUNCILWOMAN HARRIS, COUNCILOR KERWIN, COUNCILWOMAN LAFORTUNE, COUNCILOR MILLER, COUNCILMAN NARDUCCI, COUNCILWOMAN RYAN, COUNCILOR SALVATORE, COUNCILMEN TAYLOR AND VARGAS – 13.**

**ABSENT: COUNCILMEN CORREIA AND GONCALVES – 2.**

**ALSO PRESENT: TINA L. MASTROIANNI, ACTING CITY CLERK, SHERI A. PETRONIO, FIRST DEPUTY CITY CLERK, ANGELA J. HARRIS, FIRST DEPUTY CITY CLERK, CLAIRE E. GIRARD, CLERK LIAISON, HUASCAR BEATO, CITY SERGEANT AND JEFFREY DANA, CITY SOLICITOR**

**(SUBSEQUENTLY, COUNCILMAN GONCALVES JOINS THE MEETING)**

## INVOCATION

The Invocation is given by **COUNCILWOMAN RACHEL M. MILLER**.

"As we gather tonight with so many people who have loved the city, worked with the city and served the city for so many years. Let's give thanks for everything we have, our families, our city and let's ask for guidance, the decisions we make tonight and in our work as leaders of the city as we serve everyone throughout the city."

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## PLEDGE OF ALLEGIANCE

**GARRETT DUPUIS** 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. 33 of the Regular Meeting of the City Council held October 20, 2022 and Journal of Proceedings No., 34 of the Special Meeting of the City Council held October 25, 2022.

**COUNCILMAN TAYLOR Moves to Waive the Reading of item 3 and Move Approval, Seconded by COUNCILWOMAN HARRIS.**

<b>RESULT:</b>	<b>APPROVED (WITH VOTE) [UNANIMOUS]</b>
<b>MOVER:</b>	Councilman Taylor
<b>SECONDER:</b>	Councilwoman Harris
<b>AYES:</b>	Council President Igliazzi, Councilwomen Anthony, Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilor Kerwin, Councilwoman LaFortune, Councilor Miller, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 14.
<b>ABSENT:</b>	Councilman Correia – 1.

## APPOINTMENTS BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated January 1, 2022, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 701 of the Providence Home Rule Charter of 1980, as amended, and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Jesus Nunez** of 74 Bridgham Street, Providence, Rhode Island 02907, as a member of the **Providence School Board** for a term to expire on January 31, 2023. (Mr. Nunez replaces Ms. Pande who has resigned.). This letter amends Final Paper 2022-43, approved January 20, 2022, to correct the term expiration and also the address.

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

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Communication from His Honor the Mayor, dated October 14, 2022, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 1101 of the Providence Home Rule Charter of 1980, as amended and Public Law, Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day re-appointing **Cristen L. Raucci** of 310 Taber Avenue, Providence, Rhode Island, 02906, as a member of the **Providence Water Supply Board** for a term ending October 31, 2026.

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

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Communication from His Honor the Mayor, dated October 14, 2022, 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 Rhode Island General Law 45-24.1-3, as well as the Zoning Ordinance Article 17, Sections 1707 and 1718, he is this day re-appointing **Neal Kaplan** of 44 Jewett Street, Providence, Rhode Island 02908, as a member of the **Historic District Commission** for a term to expire on October 31, 2025.

Communication from His Honor the Mayor, dated October 14, 2022, 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 Rhode Island General Law 45-24.1-3, as well as the Zoning Ordinance Article 17, Sections 1707 and 1718, he is this day re-appointing **Tina Regan** of 60 Bainbridge Avenue, Providence, Rhode Island 02909, as a member of the **Historic District Commission** for a term to expire on October 31, 2025.

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Communication from His Honor the Mayor, dated October 14, 2022, 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 Rhode Island General Law 45-24.1-3, as well as the Zoning Ordinance Article 17, Sections 1707 and 1718, he is this day re-appointing **Edward F. Sanderson** of 225 Fifth Street, Providence, Rhode Island 02906, as a member of the **Historic District Commission** for a term to expire on October 31, 2025.

**COUNCILMAN TAYLOR Moves to Waive the Reading of items 4 through 8, Seconded by COUNCILWOMAN HARRIS.**

**COUNCIL PRESIDENT IGLIOZZI Refers items 4 and 5 to the Committee on Finance and items 6, 7 and 8 Receive.**

<b>RESULT:</b>	<b>RECEIVED</b>
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## ORDINANCE(S) SECOND READING

**The Following Ordinances were in City Council October 20, 2022, Read and Passed the First Time and are Severally Returned for Passage the Second Time:**

### **COUNCILMAN CORREIA AND COUNCILWOMAN RYAN**

An Ordinance of the City of Providence approving improvements to the Providence Water Supply Board's Distribution System and Appurtenances thereto, including, but not limited to the cleaning, relining, repair and replacement of water mains, transmission lines, service lines and valves, and all attendant expenses and system storage tank rehabilitation and improvements and approving the financing thereof by the issuance of Water Revenue Bonds and Notes therefor in an amount not to exceed \$5,500,000.00.

SECTION 1. The sum of Five Million Five Hundred Thousand Dollars (\$5,500,000) is appropriated for improvements to the Providence Water Supply Board ("Providence Water") distribution system and appurtenances thereto, including but not limited to cleaning, relining, repair and replacement of water mains, transmission lines, service lines and valves and system storage tank rehabilitation and improvements (the "Project"), including funding a debt service reserve fund and costs of issuance. The period of usefulness of the improvements financed as part of the Project is expected to be not less than forty (40) years.

SECTION 2. In accordance with Chapter 46-12.8 of the Rhode Island General Laws, the City Treasurer and the Mayor are hereby authorized to borrow an amount not exceeding Five Million Five Hundred Thousand Dollars (\$5,500,000) from the Rhode Island Infrastructure Bank, and to evidence such loan, such officers are hereby authorized to issue and refund on behalf of the City, in an amount not exceeding Five Million Five Hundred Thousand Dollars (\$5,500,000) water revenue bonds (the "Bonds") of the City, at one time, or from time to time in order to meet the foregoing appropriation.

SECTION 3. The said officers from time to time may issue and refund not exceeding \$5,500,000 interest bearing or discounted water revenue notes (the "Notes") in anticipation of the issue of said Bonds.

SECTION 4. The Bonds and Notes shall be payable solely from revenues of the Providence water supply system. The City may issue bonds, notes, or other obligations on a parity with these Bonds. The manner of sale, amount, denominations, maturities, conversion or registration privileges, interest rates, medium of payment, and other terms, conditions and details of the Bonds or Notes may be fixed by the officers authorized to sign the Bonds or Notes. The net debt of the City is not affected by the issuance of the Bonds or Notes and the Bonds and Notes authorized hereby will be within all debt and other limitations prescribed by the Constitution and the laws of Rhode Island.

SECTION 5. Pending the issuance of the Bonds under Section 2 hereof or pending or in lieu of the issue of Notes under Section 3 hereof, the General Manager of Providence Water may expend funds from the Water Fund of the City for the purposes specified in Section 1 hereof. Any advances made under this section shall be repaid without interest from the proceeds of the Bonds or Notes issued hereunder or from the proceeds of applicable federal or state assistance or from other available funds.

SECTION 6. The City Treasurer, the Mayor and the General Manager of Providence Water are also authorized, empowered and directed, on behalf of the City, to: (i) execute, acknowledge and deliver a Supplemental Indenture (the "Supplemental Indenture") by and between the City and U. S. Bank, National Association, as trustee (the "Trustee") amending and supplementing the Trust Indenture dated June 5, 2008 by and between the City and the Trustee (as supplemented, the "Indenture") relating to the Bonds and any and all other loan agreements, documents, including disclosure documents for investors, certificates or instruments necessary to effectuate such borrowing; (ii) amend, modify or supplement the Indenture, the Bonds or Notes and any and all other loan agreements, documents, certificates or instruments at any time and from time to time, in such manner and for such purposes as such officers shall deem necessary, desirable or advisable; (iii) direct the Trustee with regard to investments of trust funds pursuant to the Trust Indenture, and (iv) do and perform all such other acts and things deemed by such officers to be necessary, desirable or advisable with respect to any matters contemplated by this Ordinance.

SECTION 7. The City Treasurer, the Mayor and the General Manager of Providence Water are hereby authorized to deliver the Bonds or Notes to the purchaser and said officers are hereby authorized and instructed to take all actions, on behalf of the City and Providence Water, necessary to ensure that interest on the Bonds or Notes will be excludable from gross income for federal income tax purposes and to refrain from all actions which would cause interest on the Bonds or Notes to become subject to federal income taxes.

SECTION 8. The Director of Finance, the Mayor and the General Manager of Providence Water are authorized to take all actions necessary to comply with federal tax and securities laws including Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule") and to execute and deliver one or more Disclosure Certificates in connection with the Bonds or Notes in the form as shall be deemed advisable by the Director of Finance, the Mayor and the General Manager of Providence Water in order to comply with the SEC Rule. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Certificates, as they may be amended from time to time. Notwithstanding any other provision of this Ordinance or the Bonds or Notes, failure of the City or Providence Water to comply with a Disclosure Certificates shall not be considered an event of default; however, any Bondholder or Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Providence Water to comply with its obligations under this Section and under the Disclosure Certificate.

SECTION 9. This Ordinance shall take effect upon passage.

An Ordinance making an Appropriation of Ninety Four Million One Hundred Thirty Thousand Forty One Dollars (\$94,130,041.00), for the support of the Providence Water Supply Board Operating Budget 2022-2023 for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD OPERATING BUDGET 2022-2023

REVENUES:

Sale of Water	\$	86,790,487
Carryover Appropriations		2,000,000
Interest		428,763
Mains & Services		358,963
Miscellaneous Revenue		1,254,683
Miscellaneous State Revenue		180,290
Water Quality Protection Fund		1,702,254
State Water Resources Board		1,414,602
TOTAL GROSS REVENUES	\$	<u>94,130,041</u>

EXPENSES:

Salaries/ Fringes and Retirement	\$	27,624,861
Services		11,867,766
Materials		1,496,411
Special Items		0
Equipment Outlays		189,776
Property Taxes		7,868,651
Unemployment Compensation		10,716
Sub-total Operational Expenses	\$	<u>49,058,181</u>

RESTRICTED TRANSFERS:

Transfer from IFR-Labor	\$	(1,000,000)
Transfer from IFR-Materials		(945,605)
Transfer From Property Tax Refund		(225,000)
Transfer from Revenue Reserve		0
Transfer ESWD Debt Surcharge to Meters		82,451
Transfer to Capital		2,127,000
Transfer to Infrastructure Replacement		31,300,000
Transfer to Equipment Fund		1,500,000
Transfer to Insurance		2,051,056
Transfer to AMR/Meter Replacement		1,000,000
Transfer to Chemical/Sludge Fund		3,600,000
Transfer to Western Cranston		40,000
Transfer to Revenue Reserve		424,987
Transfer to Lead Service Replacement Fund		2,000,000
Transfer to Water Quality Protection Fund		1,702,254
Transfer to Water Resources Board		1,414,602
Total Transfers	\$	<u>45,071,744</u>

TOTAL EXPENSE AND TRANSFERS \$ 94,129,926

SURPLUS/(DEFICIT) \$ 115

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Three Million Five Hundred Eighty Six Thousand Four Hundred Fifty Seven Dollars (\$3,586,457), for the Water Supply Board Water Quality Protection Fund for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD WATER QUALITY PROTECTION FUND  
BUDGET 2022-2023

REVENUES:	Surcharge Revenue	\$	1,702,254
	Carryover from prior year		1,884,203
	Interest Income		0
	Interest Income Other		0
	TOTAL REVENUES & OTHER FIN SOURCES	\$	<u>3,586,457</u>
EXPENSES:	Debt Service	\$	456,958
	Property Taxes		520,540
	Other Services		2,490,891
	Materials		106,000
	TOTAL EXPENSES	\$	<u>3,574,389</u>
SURPLUS/(DEFICIT)		\$	<u>12,068</u>

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Two Million Three Hundred Ninety Three Thousand Four Hundred Eighty One Dollars (\$2,393,481), for the Water Supply Board Meter Replacement Fund for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD METER REPLACEMENT FUND BUDGET 2022-2023

REVENUES:

Transfer from Water Operations	\$	1,000,000
Carryover from prior year		1,310,481
ESWD Surcharge		83,000
Interest Income		0
Interest Income Other		0
TOTAL REVENUE & OTHER FIN SOURCES	\$	<u>2,393,481</u>

EXPENSES:

Debt Service	\$	35,620
Transfer ESWD Surcharge to IFR		54,101
Services		708,560
Materials		508,624
TOTAL EXPENSES	\$	<u>1,306,906</u>

\$ 1,086,575

SURPLUS/(DEFICIT)

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Eighty Five Million Seven Hundred Sixty Three Thousand One Hundred Eighty Nine Dollars (\$85,763,189), for the Water Supply Board Infrastructure Replacement Program Fund for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD INFRASTRUCTURE REPLACEMENT PROGRAM

BUDGET 2022-2023

REVENUES:	Transfer from Water Operations	\$	31,300,000
	Bond Proceeds/Line of Credit		19,100,000
	ESWD Surcharge Transfer from 849		54,101
	Carryover from prior year		35,299,088
	Interest Income		10,000
	Interest Income Other		0
	TOTAL REVENUE & OTHER FIN SOURCES	\$	85,763,189
EXPENSES:	Salaries/Fringes and Retirement	\$	500,740
	Transfer to Operations-Labor		1,000,000
	Transfer to Operations-Materials		945,605
	Replacement Projects/Revenue		53,433,410
	Debt Service		9,583,468
	TOTAL EXPENSES	\$	65,463,223
SURPLUS/(DEFICIT)		\$	<u>20,299,966</u>

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Three Million Six Hundred Sixty Seven Thousand Four Hundred Forty Two Dollars (\$3,667,442), for the Water Supply Board Capital Fund for the Fiscal Year Ending June 30, 2023.

Section 1. WATER SUPPLY BOARD CAPITAL FUND

BUDGET 2022-2023

REVENUES:

Transfer from Water Operations	\$	2,127,000
Carryover from prior year		1,540,442
Interest Income		-
Interest Income Other		-
TOTAL REVENUE & OTHER FIN SOURCES	\$	<u>3,667,442</u>

EXPENSES:

Capital Projects	\$	-
Debt Service		<u>2,017,210</u>
TOTAL EXPENSES	\$	<u>2,017,210</u>

SURPLUS/(DEFICIT) \$ 1,650,232

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of One Million Six Hundred Forty One Thousand Six Hundred Twenty Five Dollars (\$1,641,625), for the Water Supply Board Revenue Reserve Fund for Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD REVENUE RESERVE FUND

BUDGET 2022-2023

REVENUES:

Transfer from Water Operations	\$	424,987
Carryover from prior year		1,216,638
Interest Income		<u>0</u>
TOTAL REVENUE & OTHER FIN SOURCES	\$	<u>1,641,625</u>

EXPENSES:

Transfer to Operations/Restricted Funds		<u>1,043,324</u>
TOTAL EXPENSES	\$	<u>1,043,324</u>

SURPLUS/(DEFICIT) \$ 598,301

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Five Million Four Hundred Fifty Three Thousand Nine Hundred Eighty Three Dollars (\$5,453,983), for the Water Supply Board Lead Service Replacement Fund for Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD LEAD SERVICE REPLACEMENT FUND

BUDGET 2022-2023

REVENUES:

Transfer from Water Operations	\$	2,000,000
Carryover from prior year		2,953,983
Loan Proceeds		
Re-payments		500,000
TOTAL REVENUE & OTHER FIN SOURCES	\$	<u>5,453,983</u>

EXPENSES:

Debt Service	\$	210,570
Services		3,000,000
TOTAL EXPENSES	\$	<u>3,210,570</u>

SURPLUS/(DEFICIT) \$ 2,243,414

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Five Million Three Hundred Eighty Two Thousand Four Hundred Twenty Eight Dollars (\$5,382,428), for the Water Supply Board Chemical and Sludge Fund for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD CHEMICAL AND SLUDGE FUND

BUDGET 2022-2023

REVENUES:

Transfer from Water Operations	\$	3,600,000
Carryover from prior year		1,774,428
Interest income		<u>8,000</u>
TOTAL REVENUE & OTHER FIN SOURCES	\$	5,382,428

EXPENSES:

Services		1,688,918
Chemical Expense		<u>2,398,000</u>
TOTAL EXPENSES	\$	4,086,918

SURPLUS/(DEFICIT)

\$ 1,295,510

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Two Hundred Forty Four Thousand One Hundred Eighty Six Dollars (\$244,186), for the Water Supply Board Western Cranston Fund for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD WESTERN CRANSTON FUND

BUDGET 2022-2023

REVENUES:

Transfer from Water Operations	\$	40,000
Transfer from Cranston Impact Fees		50,000
Carryover from prior year		154,186
TOTAL REVENUE & OTHER FIN SOURCES	\$	<u>244,186</u>

EXPENSES:

Capital Projects	\$	-
Services	\$	-
Debt Service		5,000
TOTAL EXPENSES	\$	<u>5,000</u>

SURPLUS/(DEFICIT) \$ 239,186

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Nine Hundred Eighty Thousand Seven Hundred Forty One Dollars (\$980,741), for the Water Supply Board Property Tax Refund Fund for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD PROPERTY TAX REFUND FUND  
BUDGET 2022-2023

REVENUES:	Carryover Funds	\$	790,741
	Property Tax Refund		190,000
	Interest Income		-
	TOTAL REVENUE & OTHER FIN SOURCES	\$	<u>980,741</u>
EXPENSES:	Services		0
	Transfer to Operations		<u>230,000</u>
	TOTAL EXPENSES	\$	230,000
SURPLUS/(DEFICIT)		\$	<u>750,741</u>

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Three Million Three Hundred Seven Thousand Six Hundred Sixty One Dollars (\$3,307,661), for the Water Supply Board Equipment Replacement Fund for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD EQUIPMENT REPLACEMENT FUND  
BUDGET 2022-2023

REVENUES:

Transfer from Water Operations	\$	1,500,000
Interest Income		20,000
Carryover from prior year		1,787,661
TOTAL REVENUE & OTHER FIN SOURCES	\$	<u>3,307,661</u>

EXPENSES:

Equipment Outlays		<u>1,345,227</u>
TOTAL EXPENSES	\$	1,345,227

SURPLUS/(DEFICIT) \$ 1,962,434

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance making an Appropriation of Three Million Four Hundred Forty Two Thousand Nine Hundred Thirty Two Dollars (\$3,442,932), for the Water Supply Board Insurance Fund for the Fiscal Year ending June 30, 2023.

Section 1. WATER SUPPLY BOARD INSURANCE FUND  
BUDGET 2022-2023

REVENUES:

Transfer from Water Operations	\$	2,051,056
Carryover from prior year		1,371,821
Interest Income		55
TOTAL REVENUE & OTHER FIN SOURCES	\$	<u>3,422,932</u>

EXPENSES:

Services	\$	205,000
Materials		16,500
Claims		224,654
Property and Casualty		1,151,934
Worker's Compensation		<u>785,125</u>
TOTAL EXPENSES	\$	<u>2,383,213</u>

SURPLUS/(DEFICIT) \$ 1,039,719

Section 2. This ordinance shall take effect retroactive to July 1, 2022.

An Ordinance Establishing a Compensation Plan for the Water Supply Board and Repealing Ordinance Chapter 2021-35, effective October 29, 2021.

Section 1.

Official Compensation Plan for the Water Supply Board:

Position	Grade/Rate		
	As of July 1, 2022		
Account Collector	25		
Administrative Assistant, WSB	M10		
Advisory Professional Engineer	M22		
Aide to Chief Engineer	\$56,145		
Application Operations Specialist	M9		
Application Systems Integration Analyst	M11		
Applications/Database Analyst	M8		
Assistant Dispatcher	\$24.047	/hr	
Assistant Manager - Customer Service	M13		
Assistant Manager - Facilities & Equipment	M16		
Board Counsel	\$35,000	/yr	
Budget and Planning Analyst	M5		
Chairperson - Water Supply Board	\$4,000	/yr	
Chief Engineer	\$160,813-\$195,468	/yr	
Chief Financial Officer	M36		
Chief Information/Security Officer	M36		
Chief of Operations	M36		
Chief of Technical Services	M36		
Clerical Coordinator	23		
Confidential Assistant	M9		
Controller	M16		
Customer Service Regulatory Supervisor	M12		
Cyber Program Coordinator	M5		
Database Administrator	M20		
Deputy General Manager, (Admin)	M40		
Deputy General Manager, (Operations)	M40		
Dig Safe Worker	\$26.104	/hr	*
Director	M28		
Division Manager	M20		
Division Supervisor	M5		
Draftsperson	12		
Electrical Technician	\$38.685	/hr	
Engineer	\$73,361		
Engineering Aide	U19		
Engineering Project Coordinator	M9		
Engineering Systems Analyst	M12		
Engineering Systems Coordinator	M15		
Environmental Resource Manager	M18		
Equipment Operator	\$22.554	/hr	
Executive Assistant	M12		
Executive Engineer	M45		
Flushing Technician	\$26.490	/hr	

Flushing Technician in Training	\$20.605	/hr	
Forest Supervisor	73,257		
General Manager	\$160,813-\$195,468	/yr	
Governmental Aide	M5		
GIS Supervisor	M12		
GIS System Specialist	32		
Heavy Equipment Operator	\$28.257	/hr	*
HR Generalist	M9		
ICS/SCADA Project Coordinator	M18		
Information Security Administrator	M18		
Information Security Analyst	M12		
Information Security Manager	M20		
Information Security Senior Manager	M24		
Information Security Specialist	M16		
Instrumentation Technician	\$30.092	/hr	
Inventory/Material Handler	\$22.590	/hr	
Journeyman Plumber	\$28.216 - \$38.684	/hr	
Junior Chemist I	22		
Junior Chemist II	25		
Junior Network Administrator	M12		
Junior Systems Administrator	M12		
Junior Web Application Developer	M12		
Lab Supervisor	M13		
Land Management Specialist	M12		
Manager	M15 - M21		
Manager - Accounting	M14		
Manager - Accounting & Payroll	M18		
Manager - Capital Program	M18		
Manager - Construction Services	M18		
Manager - Customer Service	M18		
Manager - Distribution,(Field Services)	M18		
Manager - Distribution,(Planning)	M16		
Manager - Engineering Customer Service	M15		
Manager - Facilities and Equipment	M18		
Manager - GIS	M18		
Manager - Personnel	M15		
Manager - Planning & Development	M18		
Manager - Plant Operations	M18		
Manager - Purchasing	M20		
Manager - Records	M15		
Manager - Safety & Compliance	M14		
Manager - Security	M18		
Manager - Technical Services	M15		
Manager - Water Laboratory	M18		
Manager - Water Quality	M15		
Manager - Watershed Maintenance & Security	M15		
Member - Water Supply Board	\$3,500	/yr	
Meter Reader I	\$21.327	/hr	
Meter Reader Technician	\$23.696	/hr	
Meter Shop Technician	\$24.911	/hr	
Operations Supervisor	M9		
Network Administrator	M20		
Network Hardware Manager	M15		

Network Operations Analyst	29		
Personnel Assistant	M5		
Plumber	\$48,619	/hr	
Principal Engineer	M17		
Project Engineer	M15		
Public Information Liaison	M5		
Public Information Officer	M15		
Purchasing Agent II, (WSB)	24		
Raingauge Keeper	\$91.00	/mon	
Regulatory Service Supervisor	M5		
Sanitarian	22		
Scheduler/Dispatcher	\$27,699	/hr	
Senior Administrative Assistant	\$75,454		
Senior Administrative Assistant / Financial Analyst	M11		
Senior Administrative Clerk, Water	18		
Senior Budget & Planning Analyst	M9		
Senior Director	M32		
Senior Director Administration	M30		
Senior Director Operations	M30		
Senior Draftsperson-WSB	28		
Senior Equipment Mechanic	\$28.60	/hr	
Senior Forest Supervisor	M12		
Senior Manager	M24		
Senior Manager of Budget and Regulatory	M18		
Senior Meter Reader Technician	\$25.067	/hr	
Senior Plant Operator	\$35.585		
Senior Supervisor Customer Service	M9		
Senior Supervisor Planning	M15		
Senior Water Plant Mechanic	\$30.092	/hr	
Senior Water Treatment Operator	\$29.544	/hr	*
Senior Watershed Maintenance Operator	\$27.865	/hr	
Staff Accountant	24		
Supervisor	M9 - M14		
Supervisor - Accounting	\$77,718		
Supervisor - Customer Service	M5		
Supervisor - Facilities & Equipment	M12		
Supervisor - Finance	M12		
Supervisor - Flushing	M9		
Supervisor - Grounds Maintenance	M12		
Supervisor - Personnel	M10		
Supervisor - Purchasing	M11		
Supervisor - Water Maintenance Crew	M13		
Supervisor - Water Plant Operations	\$74,017		
Supervisor - Water Quality	M12		
Supervisor - Water Supply	M13		
Supervisor - Watershed Maintenance	M9		
Supervisor - Watershed Maintenance & Security	M12		
Supervisor - Watershed Security	M9		
System Analyst	M13		
System Technical Specialist	22		
Systems Administrator	M18		
Technical Writer/Administrator	M5		
Training/Communications Coordinator	M9		

Utility Laborer	\$20.605	/hr	
Utility Maintenance Repairperson	\$26.653	/hr	
Utility Maintenance Worker	\$20.605	/hr	
Utility Worker	\$24.047	/hr	*
Utility Worker in Training	\$20.605	/hr	
Water Plant Mechanic	\$25.899	/hr	
Water Quality Coordinator	M9		
Water Supply Board Clerk	11		
Water System Mechanic	\$29.703	/hr	*
Water Treatment Operator	\$24.559	/hr	
Water Treatment Operator Class I	\$26.608	/hr	
Water Treatment Operator Class I in Training	\$25.978	/hr	
Water Treatment Operator Class II	\$28.425	/hr	
Water Treatment Operator Class II in Training	\$27.716	/hr	
Water Treatment Operator Class III	\$31.780	/hr	*
Water Treatment Operator Class III in Training	\$31.075	/hr	
Watershed Inspector	\$22.196	/hr	
Watershed Maintenance Operator	\$23.758	/hr	
Web Applications Developer	M20		

\* These positions are eligible for an additional \$.50 per hour once the NEWWA Water Distribution System, Senior Water Treatment Operator and Water Treatment Operator III Certificates have been obtained.

Section 2. The salary for each position is categorized as one (1) of seventy-six (76) "Pay Grades", each of which contains five(5) "Steps", or, the rate listed in Section 1 above. The "Pay Grades" and "Steps" are enumerated and set forth in Section 7(Grade 1-35) and Section 8 (Grades M5-M45).

Section 3. The above paygrades and rates do not include additional compensation for employees who may be requested to work a non-standard work week, have met the CDL requirements as per the Bargaining Unit Agreement, or have obtained a RI Dept. of Health D-1 in Training Certificate.

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

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

Section 6. This Ordinance shall take effect as of July 1, 2022.

**FY 2022-2023**

Section 7. Grades consistent with salary adjustments in Bargaining Unit as of July 1, 2022.

Grade	Step 1st	Step 2nd	Step 3rd	Step 4th	Step 5th	ANNUAL SALARY RANGE		
U1	619.27	624.81	630.39	641.35	649.67	32,202.26	-	33,782.61
U2	633.10	641.35	646.93	657.98	666.22	32,921.28	-	34,643.40
U3	649.80	655.21	660.69	672.07	680.09	33,789.54	-	35,364.55
U4	666.22	671.76	677.29	685.56	696.52	34,643.40	-	36,218.95
U5	680.09	685.56	693.05	702.16	710.41	35,364.55	-	36,941.16
U6	696.52	702.16	707.68	718.76	727.01	36,218.95	-	37,804.62
U7	710.41	718.76	724.24	732.56	740.81	36,941.16	-	38,522.04
U8	727.01	732.56	738.04	749.09	757.42	37,804.62	-	39,386.04
U9	740.81	751.91	762.90	773.92	787.75	38,522.04	-	40,963.18
U10	757.42	765.70	776.76	790.56	804.36	39,386.04	-	41,826.64
U11	771.21	782.40	793.32	807.12	820.90	40,102.92	-	42,686.90
U12	787.75	798.83	809.89	820.90	834.97	40,963.18	-	43,418.18
U13	804.37	812.61	823.69	834.97	852.72	41,827.18	-	44,341.34
U14	820.90	831.41	852.72	868.64	885.22	42,686.90	-	46,031.48
U15	834.97	852.72	866.09	885.22	900.12	43,418.18	-	46,806.46
U16	852.72	856.57	885.22	900.12	919.02	44,341.34	-	47,788.78
U17	868.64	885.22	899.30	919.02	934.88	45,169.09	-	48,613.86
U18	885.22	900.12	919.02	934.88	953.79	46,031.48	-	49,597.25
U19	900.12	919.02	944.38	953.79	972.87	46,806.46	-	50,589.16
U20	919.02	934.88	953.79	972.87	989.41	47,788.78	-	51,449.42
U21	934.88	957.02	979.21	999.51	1,029.66	48,613.86	-	53,542.52
U22	953.79	975.96	996.22	1,029.66	1,060.57	49,597.25	-	55,149.51
U23	972.87	992.62	1,018.15	1,038.90	1,072.47	50,589.16	-	55,768.32
U24	992.62	1,010.39	1,045.28	1,064.63	1,091.70	51,616.25	-	56,768.23
U25	1,004.56	1,041.38	1,084.11	1,107.16	1,138.15	52,237.20	-	59,183.79
U26	1,036.42	1,060.65	1,087.90	1,130.53	1,157.58	53,893.76	-	60,194.36
U27	1,053.00	1,080.09	1,130.53	1,149.95	1,180.95	54,756.16	-	61,409.60
U28	1,072.47	1,111.21	1,134.38	1,161.48	1,204.08	55,768.32	-	62,612.04
U29	1,091.70	1,138.15	1,180.95	1,223.42	1,266.19	56,768.23	-	65,842.02
U30	1,138.15	1,184.63	1,223.27	1,266.19	1,308.68	59,183.79	-	68,051.31
U31	1,157.58	1,204.08	1,242.85	1,285.47	1,335.88	60,194.36	-	69,465.89
U32	1,204.08	1,242.85	1,285.47	1,328.15	1,374.65	62,612.04	-	71,481.70
U33	1,242.94	1,285.46	1,333.24	1,374.65	1,417.15	64,632.65	-	73,692.05
U34	1,280.60	1,335.88	1,374.65	1,417.15	1,459.92	66,591.42	-	75,915.72
U35	1,327.48	1,374.65	1,417.15	1,455.78	1,502.40	69,028.83	-	78,125.01

**FY 2022-2023**

Section 8. Grades listed below represent a schedule for advancement in rank for management personnel as of July 1, 2022. Step increases are contingent upon management review.

STEP GRADE	1st	2nd	3rd	4th	5th	ANNUAL SALARY RANGE		
M5	51,988.13	54,587.54	57,316.93	60,182.78	63,191.93	51,988.13	-	63,191.93
M6	53,547.79	56,225.18	59,036.43	61,988.26	65,087.69	53,547.79	-	65,087.69
M7	55,154.22	57,911.95	60,807.53	63,847.90	67,040.30	55,154.22	-	67,040.30
M8	56,808.85	59,649.29	62,631.75	65,763.34	69,051.51	56,808.85	-	69,051.51
M9	58,513.11	61,438.76	64,510.73	67,736.23	71,123.05	58,513.11	-	71,123.05
M10	60,268.50	63,281.93	66,446.03	69,768.33	73,256.74	60,268.50	-	73,256.74
M11	62,076.57	65,180.39	68,439.41	71,861.40	75,454.44	62,076.57	-	75,454.44
M12	63,938.87	67,135.80	70,492.60	74,017.23	77,718.09	63,938.87	-	77,718.09
M13	65,857.04	69,149.89	72,607.38	76,237.73	80,049.64	65,857.04	-	80,049.64
M14	67,832.74	71,224.37	74,785.60	78,524.88	82,451.12	67,832.74	-	82,451.12
M15	69,867.71	73,361.10	77,029.16	80,880.64	84,924.66	69,867.71	-	84,924.66
M16	71,963.76	75,561.95	79,340.02	83,307.05	87,472.40	71,963.76	-	87,472.40
M17	74,122.66	77,828.81	81,720.23	85,806.26	90,096.57	74,122.66	-	90,096.57
M18	76,346.33	80,163.66	84,171.86	88,380.43	92,799.48	76,346.33	-	92,799.48
M19	78,636.73	82,568.58	86,697.00	91,031.84	95,583.44	78,636.73	-	95,583.44
M20	80,995.83	85,045.62	89,297.90	93,762.80	98,450.93	80,995.83	-	98,450.93
M21	83,425.70	87,596.99	91,976.84	96,575.68	101,404.47	83,425.70	-	101,404.47
M22	85,928.48	90,224.89	94,736.17	99,472.96	104,446.60	85,928.48	-	104,446.60
M23	88,506.34	92,931.66	97,578.23	102,457.15	107,580.01	88,506.34	-	107,580.01
M24	91,161.54	95,719.60	100,505.59	105,530.87	110,807.40	91,161.54	-	110,807.40
M25	93,896.38	98,591.19	103,520.77	108,696.79	114,131.63	93,896.38	-	114,131.63
M26	96,713.26	101,548.92	106,626.38	111,957.69	117,555.59	96,713.26	-	117,555.59
M27	99,614.66	104,595.39	109,825.17	115,316.43	121,082.24	99,614.66	-	121,082.24
M28	102,603.12	107,733.27	113,119.91	118,775.91	124,714.72	102,603.12	-	124,714.72
M29	105,681.21	110,965.25	116,513.52	122,339.18	128,456.15	105,681.21	-	128,456.15
M30	108,851.64	114,294.21	120,008.91	126,009.38	132,309.84	108,851.64	-	132,309.84
M31	112,117.18	117,723.04	123,609.19	129,789.65	136,279.13	112,117.18	-	136,279.13
M32	115,480.70	121,254.74	127,317.48	133,683.35	140,367.49	115,480.70	-	140,367.49
M33	118,945.11	124,892.38	131,136.99	137,693.85	144,578.53	118,945.11	-	144,578.53
M34	122,513.46	128,639.16	135,070.79	141,824.67	148,915.89	122,513.46	-	148,915.89
M35	126,188.88	132,498.33	139,123.24	146,079.40	153,383.37	126,188.88	-	153,383.37
M36	129,974.53	136,473.27	143,296.93	150,461.78	157,984.86	129,974.53	-	157,984.86
M37	133,873.77	140,567.47	147,595.84	154,975.63	162,724.40	133,873.77	-	162,724.40
M38	137,889.99	144,784.49	152,023.70	159,624.89	167,606.15	137,889.99	-	167,606.15
M39	142,026.69	149,128.02	156,584.41	164,413.64	172,634.33	142,026.69	-	172,634.33
M40	146,287.50	153,601.87	161,281.96	169,346.05	177,813.36	146,287.50	-	177,813.36
M41	150,676.12	158,209.93	166,120.43	174,426.44	183,147.76	150,676.12	-	183,147.76
M42	155,196.40	162,956.23	171,104.04	179,659.24	188,642.20	155,196.40	-	188,642.20
M43	159,852.30	167,844.91	176,237.16	185,049.01	194,301.47	159,852.30	-	194,301.47
M44	164,647.87	172,880.26	181,524.27	190,600.48	200,130.51	164,647.87	-	200,130.51
M45	169,587.30	178,066.67	186,970.00	196,318.50	206,134.43	169,587.30	-	206,134.43
R1	1,092.00	1,092.00	1,092.00	1,092.00	1,092.00	1,092.00	-	1,092.00

An Ordinance Establishing the Classes of Positions, the Maximum Number of Employees and the Number of Employees in Certain Classes in the Water Supply Board and Repealing Ordinance Chapter 2021-36, Effective October 29, 2021.

Section 1.

Official Classification Plan for the Water Supply Board:

1	Account Collector
2	Administrative Assistant, WSB
1	Advisory Professional Engineer
3	Aide to Chief Engineer
1	Application Operations Specialist
1	Application Systems Integration Analyst
1	Applications/Database Analyst
1	Assistant Dispatcher
2	Assistant Manager - Customer Service
1	Assistant Manager - Facilities & Equipment
1	Board Counsel
1	Budget and Planning Analyst
1	Chairperson - Water Supply Board
1	Chief Engineer
1	Chief Financial Officer
1	Chief Information/Security Officer
1	Chief of Operations
1	Chief of Technical Services
3	Clerical Coordinator
2	Confidential Assistant
1	Controller
1	Customer Service Regulatory Supervisor
2	Cyber Program Coordinator
1	Database Administrator
1	Deputy General Manager, (Admin)
1	Deputy General Manager, (Operations)
5	Dig Safe Worker
10	Director
12	Division Manager
5	Division Supervisor
1	Draftsperson
1	Electrical Technician
1	Engineer
3	Engineering Aide
12	Engineering Project Coordinator
1	Engineering Systems Analyst
1	Engineering Systems Coordinator
1	Environmental Resource Manager
1	Equipment Operator
2	Executive Assistant
1	Executive Engineer
10	Flushing Technician

5 Flushing Technician in Training  
 1 Forest Supervisor  
 1 General Manager  
 1 GIS Supervisor  
 4 GIS System Specialist  
 1 Governmental Aide  
 5 Heavy Equipment Operator  
 1 HR Generalist  
 1 ICS/SCADA Project Coordinator  
 1 Information Security Administrator  
 1 Information Security Analyst  
 1 Information Security Manager  
 1 Information Security Senior Manager  
 1 Information Security Specialist  
 2 Instrumentation Technician  
 1 Inventory/Material Handler  
 1 Journeyperson Plumber  
 5 Junior Chemist I  
 1 Junior Chemist II  
 1 Junior Network Administrator  
 2 Junior Systems Administrator  
 1 Junior Web Application Developer  
 3 Lab Supervisor  
 1 Land Management Specialist  
 6 Manager  
 2 Manager - Accounting  
 1 Manager - Accounting & Payroll  
 1 Manager - Capital Program  
 1 Manager - Construction Services  
 1 Manager - Customer Service  
 2 Manager - Distribution, (Field Services)  
 1 Manager - Distribution, (Planning)  
 1 Manager - Engineering Customer Service  
 1 Manager - Facilities and Equipment  
 1 Manager - GIS  
 1 Manager - Personnel  
 1 Manager - Planning and Development  
 2 Manager - Plant Operations  
 1 Manager - Purchasing  
 1 Manager - Records  
 1 Manager - Safety & Compliance  
 1 Manager - Security  
 1 Manager - Technical Services  
 1 Manager - Water Laboratory  
 1 Manager - Water Quality  
 2 Manager - Watershed Maintenance & Security  
 3 Member - Water Supply Board  
 5 Meter Reader I  
 15 Meter Reader Technician

1 Meter Shop Technician  
 1 Network Administrator  
 1 Network Hardware Manager  
 3 Network Operations Analyst  
 1 Operations Supervisor  
 1 Personnel Assistant  
 2 Plumber  
 6 Principal Engineer  
 10 Project Engineer  
 1 Public Information Liaison  
 1 Public Information Officer  
 2 Purchasing Agent II, WSB  
 7 Raingauge Keeper  
 1 Regulatory Service Supervisor  
 1 Sanitarian  
 1 Scheduler/Dispatcher  
 1 Senior Administrative Assistant  
 1 Senior Administrative Assistant / Financial Analyst  
 23 Senior Administrative Clerk, Water  
 1 Senior Budget & Planning Analyst  
 4 Senior Director  
 1 Senior Director Administration  
 1 Senior Director Operations  
 4 Senior Draftsperson-WSB  
 5 Senior Equipment Mechanic  
 1 Senior Forest Supervisor  
 9 Senior Manager  
 1 Senior Manager of Budget and Regulatory  
 4 Senior Meter Reader Technician  
 1 Senior Plant Operator  
 4 Senior Supervisor Customer Service  
 1 Senior Supervisor Planning  
 7 Senior Water Plant Mechanic  
 8 Senior Water Treatment Operator  
 5 Senior Watershed Maintenance Operator  
 2 Staff Accountant  
 6 Supervisor  
 1 Supervisor - Accounting  
 2 Supervisor - Customer Service  
 3 Supervisor - Facilities & Equipment  
 2 Supervisor - Finance  
 2 Supervisor - Flushing  
 1 Supervisor - Grounds Maintenance  
 1 Supervisor - Personnel  
 1 Supervisor - Purchasing  
 6 Supervisor - Water Maintenance Crew  
 1 Supervisor - Water Plant Operations  
 1 Supervisor - Water Quality  
 2 Supervisor - Water Supply

1	Supervisor - Watershed Maintenance
1	Supervisor - Watershed Maintenance & Security
1	Supervisor - Watershed Security
1	System Analyst
1	System Technical Specialist
1	Systems Administrator
1	Technical Writer/Administrator
2	Training/Communications Coordinator
1	Utility Laborer
2	Utility Maintenance Repairperson
8	Utility Maintenance Worker
26	Utility Worker
26	Utility Worker in Training
3	Water Quality Coordinator
3	Water Plant Mechanic
9	Water Supply Board Clerk
15	Water System Mechanic
3	Water Treatment Operator
3	Water Treatment Operator Class I
3	Water Treatment Operator Class I in Training
0	Water Treatment Operator Class II
0	Water Treatment Operator Class II in Training
9	Water Treatment Operator Class III
3	Water Treatment Operator Class III in Training
14	Watershed Inspector
8	Watershed Maintenance Operator
1	Web Applications Developer

Section 2. This Ordinance shall take effect upon its passage.

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

An Ordinance in Amendment of Ordinance No. 2019-55, No. 541, Approved December 13, 2019, "An Ordinance Establishing a Tax Stabilization Agreement for Westminster Partners, LLC, located on Assessor's Plat 20, Lot 409, (203 Westminster Street)".

HEREAS, Westminster Partners, LLC ("Project Owner") is the owner of certain real property located in the City at 203 (a/k/a 187; 213) Westminster Street, Assessor's Plat 020, Lot 409 (formerly known as Assessor's Plat 020, Lots 021, 022, and 025); and

WHEREAS, Project Owner has proposed and committed to repurposing the existing abandoned structure into a rehabilitated and also new commercial structure that will bring new tourism and employment to the neighborhood and the City of Providence; 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 (R.I.G.L.) § 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 Owner to rehabilitate existing historic buildings and return them to useful service bringing additional tourism and employment to the area and 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 Owner to commit by agreement to make a significant investment in the above-referenced property, by repurposing this abandoned structure bringing new tourism and employment to the neighborhood and enhancing its tax base. 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 203 (a/k/a 187; 213) Westminster Street, Assessor's Plat 020, Lot 409 (formerly known as Assessor's Plat 020, Lots 021, 022, and 025).

"Property Owner" shall mean the Project Owner or any other respective entities with the 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 twenty (20) 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, 2022 and terminating on December 31, 2042. (Tax Years 2023-2042).

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 2023 through and including tax year 2026, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2022 assessment value multiplied by the 2023 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 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 and a certificate of occupancy for project construction (not to include any work related to tenant build out(s)) shall be obtained within thirty-six (36) months of the commencement of the work.

#### 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. 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 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 Owner 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.

Section 4.3. Post-Expiration Transfers. In the event that one of the respective entities comprising the 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, 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.

## SECTION 5. FURTHER ASSURANCES.

Section 5 .1. MBE/WBE. Property Owner shall make a good faith effort to award to Minority Business Enterprises as defined in R.I.G.L. § 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 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). Property 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 Property 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.

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 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 Agreement. Project Owner shall work in conjunction with the Director of First Source Providence to develop the First Source Agreement.

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

Section 5.5. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. Up to twenty (20) percent of the hourly requirement may be waived if replaced with hours worked by qualified MBE/WBE companies registered in the State of Rhode Island. Certification of this waiver shall be reviewed and signed by the designated MBE/WBE coordinator within the department of purchasing. The Property Owner shall make a requirement in the contracts between its construction manager and general contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten (10) percent of the total hours worked 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 Director of Planning and Development or his/her designee 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 Director of Planning and Development or his/her designee 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 a Notice of 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 within thirty (30) days of 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 to the City of Providence.

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. The Property Owner shall have ninety (90) days to cure any alleged default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within ninety (90) days, then the Property Owner 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 Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Property 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 reasonable discretion.

Section 7.2. Agreed Upon Address for F1 lrpuses 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
  
- If to: Westminster Partners, LLC  
Attn: Gordon Buist  
c/o Abdo Development  
1416 P Street, NW  
Washington, DC 20005
  
- Copy to: Moses Ryan Ltd.  
Attn: Thomas Moses, Esq.  
160 Westminster Street, Suite 400  
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 R.I.G.L. 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 R.I.G.L. Title 44. 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 R.I.G.L. § 44-5-26, as it pertains 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 or updates (as referenced in R.I.G.L. § 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 Owner shall provide annual reports to the City Council on its progress in complying with the provisions of this Agreement due by December 31 of each year of the Agreement, and one report following the issuance of a certificate of occupancy for the work contemplated hereby. 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 Council may require and request reasonable additional non-confidential or non-proprietary information.

Section 9.2. Monitoring Fee. Within thirty (30) days of receiving a statement from the Tax Assessor, the Property Owner shall remit a monitoring/compliance fee to the City in the amount of 0.01 percent of the total project costs as presented in the Property Owner's application for each respective tax year during the term of this Agreement.

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, 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 Owner shall make payment to the Fund in the fixed amount of \$2,500 for years 1-4 and in a fixed amount of \$8,500.00 equaling 5% of the total tax abated under this agreement for years 5-20, for as long as this Agreement is in full force and effect. Payments shall be made annually and said annual payments will be payable in the first quarter 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 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, is 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 Owner 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.

Section 9.9. During the term of this Agreement, the Property Owner shall have the exclusive option to lease the adjacent surrounding sidewalks from the City for One Dollar and XX/100 (\$1.00). If Property Owner chooses to exercise this option, the Property Owner and the City shall enter into a lease agreement and Property Owner shall be responsible for the maintenance of the sidewalk during the term of said lease. Further, the Property Owner hereby waives any right to claim any right to be taxed pursuant to R.I. Gen. Law §45-5-13.11 at any time during, or after the expiration, of this Agreement.

Exhibit A

<u>Year</u>	Percentage of Difference between Base Assessment and Current Full Value Assessment
Year 1	Base Tax
Year 2	Base Tax
Year 3	Base Tax
Year 4	Base Tax
Year 5	6%
Year 6	12%
Year 7	18%
Year 8	24%
Year 9	30%
Year 10	36%
Year 11	42%
Year 12	48%
Year 13	54%
Year 14	60%
Year 15	66%
Year 16	72%
Year 17	78%
Year 18	84%
Year 19	90%
Year 20	96%
Year 21	Taxation Resumes at Full Value Assessment

**COUNCILMAN TAYLOR Moves to Waive the Reading of items 9 through 24 and Pass for the Second Time, Seconded by COUNCILWOMAN HARRIS, by the following Roll Call Vote:**

**An Ordinance of the City of Providence approving improvements to the Providence Water Supply Board's Distribution System and Appurtenances thereto, including, but not limited to the cleaning, relining, repair and replacement of water mains, transmission lines, service lines and valves, and all attendant expenses and system storage tank rehabilitation and improvements and approving the financing thereof by the issuance of Water Revenue Bonds and Notes therefor in an amount not to exceed \$5,500,000.00.**

**An Ordinance making an Appropriation of Three Million Five Hundred Eighty Six Thousand Four Hundred Fifty Seven Dollars (\$3,586,457), for the Water Supply Board Water Quality Protection Fund for the Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Two Million Three Hundred Ninety Three Thousand Four Hundred Eighty One Dollars (\$2,393,481), for the Water Supply Board Meter Replacement Fund for the Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Eighty Five Million Seven Hundred Sixty Three Thousand One Hundred Eighty Nine Dollars (\$85,763,189), for the Water Supply Board Infrastructure Replacement Program Fund for the Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Three Million Six Hundred Sixty Seven Thousand Four Hundred Forty Two Dollars (\$3,667,442), for the Water Supply Board Capital Fund for the Fiscal Year Ending June 30, 2023.**

**An Ordinance making an Appropriation of One Million Six Hundred Forty One Thousand Six Hundred Twenty Five Dollars (\$1,641,625), for the Water Supply Board Revenue Reserve Fund for Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Five Million Four Hundred Fifty Three Thousand Nine Hundred Eighty Three Dollars (\$5,453,983), for the Water Supply Board Lead Service Replacement Fund for Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Five Million Three Hundred Eighty Two Thousand Four Hundred Twenty Eight Dollars (\$5,382,428), for the Water Supply Board Chemical and Sludge Fund for the Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Two Hundred Forty Four Thousand One Hundred Eighty Six Dollars (\$244,186), for the Water Supply Board Western Cranston Fund for the Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Nine Hundred Eighty Thousand Seven Hundred Forty One Dollars (\$980,741), for the Water Supply Board Property Tax Refund Fund for the Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Three Million Three Hundred Seven Thousand Six Hundred Sixty One Dollars (\$3,307,661), for the Water Supply Board Equipment Replacement Fund for the Fiscal Year ending June 30, 2023.**

**An Ordinance making an Appropriation of Three Million Four Hundred Forty Two Thousand Nine Hundred Thirty Two Dollars (\$3,442,932), for the Water Supply Board Insurance Fund for the Fiscal Year ending June 30, 2023.**

**An Ordinance Establishing a Compensation Plan for the Water Supply Board and Repealing Ordinance Chapter 2021-35, effective October 29, 2021.**

**RESULT:**       **READ/PASSED SECOND TIME [14 TO 1]**  
**MOVER:**        Councilman Taylor  
**SECONDER:**    Councilwoman Harris  
**AYES:**         Council President Igliazzi, Councilwomen Anthony, Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilor Kerwin, Councilwoman LaFortune, Councilor Miller, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 14.  
**ABSENT:**        Councilman Correia – 1.

**An Ordinance making an Appropriation of Ninety Four Million One Hundred Thirty Thousand Forty One Dollars (\$94,130,041.00), for the support of the Providence Water Supply Board Operating Budget 2022-2023 for the Fiscal Year ending June 30, 2023.**

**RESULT:**       **READ/PASSED SECOND TIME [13 TO 1]**  
**MOVER:**        Councilman Taylor  
**SECONDER:**    Councilwoman Harris  
**AYES:**         Council President Igliazzi, Councilwoman Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilor Kerwin, Councilwoman LaFortune, Councilor Miller, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 13.  
**ABSTAIN:**      Councilwoman Anthony – 1.  
**ABSENT:**        Councilman Correia – 1.

**An Ordinance Establishing the Classes of Positions, the Maximum Number of Employees and the Number of Employees in Certain Classes in the Water Supply Board and Repealing Ordinance Chapter 2021-36, Effective October 29, 2021.**

**RESULT:**       **READ/PASSED SECOND TIME [13 TO 1]**  
**MOVER:**        Councilman Taylor  
**SECONDER:**    Councilwoman Harris  
**AYES:**         Council President Igliazzi, Councilwoman Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilor Kerwin, Councilwoman LaFortune, Councilor Miller, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 13.  
**ABSTAIN:**      Councilwoman Anthony – 1.  
**ABSENT:**        Councilman Correia – 1.

**An Ordinance in Amendment of Ordinance No. 2019-55, No. 541, Approved December 13, 2019, "An Ordinance Establishing a Tax Stabilization Agreement for Westminster Partners, LLC, located on Assessor's Plat 20, Lot 409, (203 Westminster Street)".**

**RESULT: READ/PASSED SECOND TIME [13 TO 1]**

**MOVER:** Councilman Taylor

**SECONDER:** Councilwoman Harris

**AYES:** Council President Igliazzi, Councilwomen Anthony, Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilor Kerwin, Councilwoman LaFortune, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 13.

**NAYS:** Councilor Miller – 1.

**ABSENT:** Councilman Correia – 1.

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

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## **COUNCIL PRESIDENT IGLIOZZI**

An Ordinance Establishing a Tax Stabilization Agreement for High Rock Westminster Street, LLC.

WHEREAS, High Rock Westminster Street, LLC (“Project Owner”) is the owner of certain real property located in the City of Providence at 111 Westminster Street, Assessor’s Plat 020, Lot 14; and

WHEREAS, 111 Westminster Street, Providence, Rhode Island is an iconic and historic structure in Downtown Providence and a center piece of the City’s skyline and despite numerous efforts to repurpose the building and return it to productive use has remained vacant for nearly a decade; and

WHEREAS, Through a public private partnership with the State of Rhode Island, Rhode Island Commerce Corporation, Rhode Island Foundation, Providence City Council, the Mayor of the City of Providence and Rhode Island Housing, the Project Owner has proposed and committed to repurposing the existing abandoned structure into a rehabilitated residential structure that will bring new hundreds of new residents to the heart of Downtown Providence; and

WHEREAS, The Project Owner has agreed, through a restrictive covenant with Rhode Island Housing, to maintain twenty percent (20%) of the new residential units being created through the Project for affordable housing for tenants earning between eighty percent (80%) and one hundred-twenty percent (120%) area median income (AMI); and

WHEREAS, The Project Owner has committed to providing a mix of retail and community dedicated space in the historic “Grand Banking Hall” at the Property to reopen the building’s doors to all citizens of the City of Providence and State of Rhode Island; 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 thirty (30) years for the property located at 111 Westminster Street, Plat 020, Lot 14 in the City of Providence; 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 bringing additional residents to the area and 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 repurposing this abandoned structure bringing new residents to the neighborhood and enhancing its tax base. 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 111 Westminster Street (also known as 55 Kennedy Plaza), Assessor’s Plat 20, Lot 14.

“Property Owner” shall mean the Project Owner or any other respective entities with the 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 thirty (30) 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, 2022 and terminating on December 31, 2053. (Tax Years 2023- 2053).

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 2023 through and including tax year 2033, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2022 assessment value multiplied by the then current Tax Year tax rate (hereinafter the “Base Assessment Tax”). Beginning in Tax Year 11 and continuing until Tax Year 20 of this Agreement, the Property Owner will pay the Base Assessment Tax plus Two Hundred Fifty Thousand Dollars (\$250,000.00). For the final ten tax years, 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. At no time during the stabilized period from Tax Year 11 through 21 shall the total amount of taxes due to the City be less than the taxes paid the previous year.

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 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 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 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 Owner 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 Owner 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.

Section 4.3. Post-Expiration Transfers. In the event that one of the respective entities comprising the 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, 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.

## SECTION 5. FURTHER ASSURANCES.

Section 5.1. MBE/WBE. Property 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). 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 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 Property 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.

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 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 Agreement. Project Owner shall work in conjunction with the Director of First Source Providence to develop the First Source Agreement.

Section 5.4. "Buy Providence" Initiative. Property 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, 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 Owner will hold seminars/meetings upon passage of this Ordinance, with the Providence MBE/WBE office, the Director of First Source Providence and the Providence Chamber of Commerce to inform the local economy of the Property Owner's development plans in order to maximize the opportunities for Providence businesses to work with Property Owner in providing on-going services, equipment and materials. To be clear, nothing in the foregoing shall be construed so as to obligate Property Owner to purchase construction materials from any vendor that has not provided the lowest qualified bid in connection with the provision of such materials, as reasonably determined by Property Owner.

Section 5.5. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. Up to twenty (20) percent of the hourly requirement may be waived if replaced with hours worked by qualified MBE/WBE companies registered in the State of Rhode Island. Certification of this waiver shall be reviewed and signed by the designated MBE/WBE coordinator within the department of purchasing. The Property Owner shall make a requirement in the contracts between its construction manager and general contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten (10) percent of the total hours worked 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 Director of Planning and Development or his/her designee 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 Director of Planning and Development or his/her designee 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 a Notice of 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 within thirty (30) days of 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 to the City of Providence.

## 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. The Property Owner shall have ninety (90) days to cure any alleged default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within ninety (90) days, then the Property Owner 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 Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Property 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 reasonable discretion.

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

If to: High Rock Westminster Street, LLC  
c/o David Sweetser  
111 Westminster Street, Providence, RI  
PROVIDENCE, RI 02903

Copy to: Nicholas Hemond, 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. During the term of this Agreement, the Property Owner shall have the exclusive option to lease the adjacent surrounding sidewalks from the City for One Dollar and XX/100 (\$1.00). If Property Owner chooses to exercise this option, the Property Owner and the City shall entered into a lease agreement and Property Owner shall be responsible for the maintenance of the sidewalk during the term of said lease. Further, the Property Owner hereby waives any right to claim any right to be taxed pursuant to R.I.Gen.Law §45-5-13.11 at any time during, or after the expiration, of this Agreement. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this Agreement.

## SECTION 9. MISCELLANEOUS TERMS.

Section 9.1. Annual Progress Report. The Property Owner shall provide annual reports to the City Council 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 Council 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 Owner shall remit a monitoring/compliance fee to the City in the amount of 0.01 percent of the total project costs as presented in the Property Owner's application for each respective tax year during the term of this Agreement. This Monitoring Fee shall be paid upon the Effective Date of this Agreement as defined in Section 9.8.

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, 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 Owner 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. Additionally, in the first three years of this Agreement, the Property Owner shall contribute a total of \$2,5000.00 in each year. 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. By way of example only, if the tax savings for Year 4 is \$500,000, the contribution for Year 4 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

TSA Year 21	Base Assessment Tax + 10% of Current Assessed Value
TSA Year 22	Base Assessment Tax + 20% of Current Assessed Value
TSA Year 23	Base Assessment Tax + 30% of Current Assessed Value
TSA Year 24	Base Assessment Tax + 40% of Current Assessed Value
TSA Year 25	Base Assessment Tax + 50% of Current Assessed Value
TSA Year 26	Base Assessment Tax + 60% of Current Assessed Value
TSA Year 27	Base Assessment Tax + 70% of Current Assessed Value
TSA Year 28	Base Assessment Tax + 80% of Current Assessed Value
TSA Year 29	Base Assessment Tax + 90% of Current Assessed Value
TSA Year 30	Base Assessment Tax + 95% of Current Assessed Value

**COUNCILMAN TAYLOR Moves to Waive the Reading of item 25 and Pass for the Second Time, Seconded by COUNCILWOMAN HARRIS, by the following Roll Call Vote:**

<b>RESULT:</b>	<b>READ/PASSED SECOND TIME [11 TO 2]</b>
<b>MOVER:</b>	Councilman Taylor
<b>SECONDER:</b>	Councilwoman Harris
<b>AYES:</b>	Council President Igliozi, Councilwomen Anthony, Castillo, Councilmen Espinal, Goncalves, Councilwoman LaFortune, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 11.
<b>NAYS:</b>	Councilwoman Harris and Councilor Kerwin – 2.
<b>ABSTAIN:</b>	Councilor Miller – 1.
<b>ABSENT:</b>	Councilman Correia – 1.

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

**LAI D ON TABLE**

**The Following Resolution was in City Council July 21, 2022 and Laid on the Table:**

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

Resolution Authorizing Approval of the following Contract Award by the Board of Contract and Supply in accordance with Section 21-26(b)(1) of the Code of Ordinances.

Conduent State & Local Solutions, Inc. \$3,548,457.00  
(Providence Police Department)

**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(b)(1) of the Code of Ordinances.

Conduent State & Local Solutions, Inc. \$3,548,457.00  
(Providence Police Department)

**COUNCILMAN TAYLOR Moves to Waive the Reading of item 26 and Pass on a Voice Vote and Refer Back to the Board of Contract and Supply, Seconded by COUNCILWOMAN HARRIS.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Councilman Taylor
<b>SECONDER:</b>	Councilwoman Harris
<b>AYES:</b>	Council President Igliazzi, Councilwomen Anthony, Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilors Kerwin, Miller, Councilman Narducci, Councilwoman Ryan, Councilmen Taylor and Vargas – 12.
<b>ABSENT:</b>	Councilman Correia, Councilwoman LaFortune and Councilor Salvatore – 3.

**The Motion for Passage is Sustained.**

## PRESENTATION OF RESOLUTIONS

### COUNCILMEN CORREIA AND ESPINAL

Resolution Regarding the failure of utility companies to adequately repair the city's streets.

*WHEREAS*, The City of Providence invests millions of dollars each year in improving and maintaining the City's roads and sidewalks; and

*WHEREAS*, As a result of maintenance and construction work done by Rhode Island Energy, formerly known as National Grid, numerous streets throughout Providence are left in a state of disrepair; and

*WHEREAS*, Utility companies such as Rhode Island Energy are required to repair roads back to their preconstruction condition after cutting into the roadway surface; and

*WHEREAS*, It is imperative that the Department of Public Works cease issuing permits to Rhode Island Energy and any other utility companies that have failed to fulfill their obligations to repair the city's streets and sidewalks following maintenance and construction work.

*NOW, THEREFORE, BE IT RESOLVED*, That the Providence City Council hereby requests that the Director of Public Works cease issuing Rhode Island Energy permits to conduct work on Providence streets until the company repairs the damage they have caused to all of Providence's streets including the significant damage seen in Ward 6.

*BE IT FURTHER RESOLVED*, That upon passage, copies of this resolution be transmitted to the Mayor of Providence, the Director of the Department of Public Works, the Traffic Engineer, and Rhode Island Energy.

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### COUNCILMAN CORREIA

Resolution Requesting the Director of Public Works to remove the bike lanes from Delaine Street to Aleppo Street.

*WHEREAS*, While bike lanes have numerous benefits, they can pose a considerable risk to drivers, pedestrians, and cyclists if designed improperly; and

*WHEREAS*, The bike lanes from Delaine Street to Aleppo Street have caused continuous hazards for both bicyclists and motor vehicles in the City of Providence; and

*WHEREAS*, A failure to address those issues could lead to permanent damage to the roads and constitute a public safety hazard.

*NOW, THEREFORE, BE IT RESOLVED*, That the Providence City Council hereby requests that the Director of Public Works remove the bike lanes from Delaine Street to Aleppo Street.

*BE IT FURTHER RESOLVED*, That upon passage, copies of this resolution be transmitted to the Mayor of Providence, the Director of the Department of Public Works, and the Traffic Engineer.

## COUNCILMAN ESPINAL

Resolution Requesting the Traffic Engineer to cause Croyland Road to become a "One-Way" in a northerly direction toward Potters Avenue.

**RESOLVED**, That the City Council of the City of Providence hereby requests that the City Traffic Engineer cause Croyland Road, between Oxford Street and Potters Avenue, to become a "One-Way" northbound from Oxford Street to Potters Avenue.

**COUNCILMAN TAYLOR Moves to Waive the Reading of items 27 through 29 and Pass on Voice Vote, Seconded by COUNCILWOMAN HARRIS.**

**Resolution Requesting the Director of Public Works to remove the bike lanes from Delaine Street to Aleppo Street.**

**RESULT:** PASSED [8 TO 3]  
**MOVER:** Councilman Taylor  
**SECONDER:** Councilwoman Harris  
**AYES:** Council President Iglizzi, Councilwomen Castillo, Harris, Councilor Kerwin, Councilman Narducci, Councilwoman Ryan, Councilmen Taylor and Vargas – 8.  
**NAYES:** Councilwoman Anthony, Councilman Goncalves and Councilor Miller – 3.  
**ABSTAIN:** Councilman Espinal – 1.  
**ABSENT:** Councilman Correia, Councilwoman LaFortune and Councilor Salvatore – 3.

**Resolution Regarding the failure of utility companies to adequately repair the city's streets.**

**Resolution Requesting the Traffic Engineer to cause Croyland Road to become a "One-Way" in a northerly direction toward Potters Avenue.**

**RESULT:** PASSED [UNANIMOUS]  
**MOVER:** Councilman Taylor  
**SECONDER:** Councilwoman Harris  
**AYES:** Council President Iglizzi, Councilwomen Anthony, Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilors Kerwin, Miller, Councilman Narducci, Councilwoman Ryan, Councilmen Taylor and Vargas – 12.  
**ABSENT:** Councilman Correia, Councilwoman LaFortune and Councilor Salvatore – 3.

**The Motion for Passage is Sustained.**

## FROM THE CLERK'S DESK

Petition from John T. Longo, Esquire, 996 Smith Street, Providence, Rhode Island 02908, on behalf of Derry Street, LLC, owner of 11 Derry Street, located on Assessor's Plat 68, Lot 243 and Admiral Properties, LLC, owner of 143-145 Douglas Avenue, located on Assessor's Plat 68, Lot 206, requesting to abandon Geoffrey's Court.

<b>RESULT:</b> <b>REFERRED</b>
<b>TO:</b> Committee on Public Works

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Petitions for Compensation for Injuries and Damages, viz:

Kyree Davis  
Antonio Florio  
Thomas Twardowski  
Lorine Bibbs  
Eva Simmons  
Andre Swindelles  
    (Robert J. Levine, Esquire)  
Dante Swindelles  
    (Robert J. Levine, Esquire)  
Gesler Joel Solis Riquia  
    (John S. Petrone, Esquire)  
Natanel Figuereo Ruiz  
    (Douglas Chabot, Esquire)  
Roberto Pantoja  
Peggy Curry  
Rosanna Mejia  
Alexander Moore  
Gian Karlos Jusino  
Azhane Hazard  
Steven Marrassese  
    (Frank L. Orabona Jr, Esquire)

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

## COMMUNICATIONS AND REPORTS

Communication from His Honor the Mayor, dated January 5, 2021, Informing the Honorable Members of the City Council and the Honorable Dominick J. Ruggerio, Senate President, he is this day appointing **Edward D. Feldstein** to the **Rhode Island Convention Center Authority** for a term to expire on June 30, 2023.

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Communication from Toby Shepherd, Head of School, 155 Harrison Street, Providence Rhode Island 02907, submitting his resignation as a member of the Retirement Board of The Employees' Retirement System.

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Communication from Arthur V. Strother, dated October 27, 2022, submitting his resignation as a member of the Providence Zoning Board of Review.

**COUNCILMAN TAYLOR Moves to Waive the Reading of items 30 through 34, Seconded by COUNCILWOMAN HARRIS.**

**COUNCIL PRESIDENT IGLIOZZI Refers item 30 to the Committee on Public Works, item 31 to the Committee on Claims and Pending Suits, items 32, 33 and 34 Receive.**

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

**COUNCIL PRESIDENT IGLIOZZI AND MEMBERS OF THE CITY COUNCIL**

Resolution Extending Congratulations.

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

Andrew DeAngelis, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Andre'z Dipped and Drizzled in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Roger Williams Zoo Mobile, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Providence Police Explorers, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Providence Fire Department, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Providence Police Department Mounted Command, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Not Another Food Truck, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Jake and the Rafters, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Trinity Brewhouse, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Recreation Department, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Palagis Ice Cream, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

P3, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Elaine Gallagher Ponytails Pony Parties, in recognition of your participation in the October Fun Fest Event on October 8, 2022.

Dulce Estrella, in recognition of your many years of contribution to the community. Thank you!

Mercedes Duran De Perez, in recognition of your many years of contribution to the community. Thank you!

Edison Fernandez Duran, in recognition of your many years of contribution to the community. Thank you!

Hugo Perez, in recognition of your many years of contribution to the community. Thank you!

Rafael Dominguez, in recognition of your many years of contribution to the community. Thank you!

Margarita Guzman, in recognition of your many years of contribution to the community. Thank you!

Maria Fajardo, in recognition of your many years of contribution to the community. Thank you!

Nestor Rivera, in recognition, of your many years of contribution to the community. Thank you!

Ana Brito, in recognition of your many years of contribution to the community. Thank you!

Ana Fajardo, in recognition of your many years of contribution to the community. Thank you!

Ruben Cepeda, in recognition of your many years of contribution to the community. Thank you!

Yolanda Fajardo, in recognition of your many years of contribution to the community. Thank you!

Carmen Marcano-Rivera, in recognition of your many years of contribution to the community. Thank you!

Cleotilde Hernandez, in recognition of your many years of contribution to the community. Thank you!

Ana Acosta, in recognition of your many years of contribution to the community. Thank you!

Milady Acosta, in recognition of your many years of contribution to the community. Thank you!

Maria Martinez De Montero, in recognition of your many years of contribution to the community. Thank you!

Rosa Duran, in recognition of your many years of contribution to the community. Thank you!

Maria De Lourdes Crespo Izquierdo, in recognition of your many years of contribution to the community. Thank you!

Georgina Castillo, in recognition of your many years of contribution to the community. Thank you!

Aracelis Torres, in recognition of your many years of contribution to the community. Thank you!

Petra Ruiz, in recognition of your many years of contribution to the community. Thank you!

Anacaona Monegro, in recognition of your many years of contribution to the community. Thank you!

Milagros Valdez, in recognition of your many years of contribution to the community. Thank you!

Cristobalina Lajara, in recognition of your many years of contribution to the community. Thank you!

Celia Perez, in recognition of your many years of contribution to the community. Thank you!

Evelyn Paz, in recognition of your many years of contribution to the community. Thank you!

Maria Rodriguez, in recognition of your many years of contribution to the community. Thank you!

Exios Cabreja, in recognition of your many years of contribution to the community. Thank you!

Rosaura Cabreja, in recognition of your many years of contribution to the community. Thank you!

Noemi Carbucci, in recognition of your many years of contribution to the community. Thank you!

Gertrudis Ramirez, in recognition of your many years of contribution to the community. Thank you!

Rosa Calderon, in recognition of your many years of contribution to the community. Thank you!

Nelsa Parra, in recognition of your many years of contribution to the community. Thank you!

Cecila Santana Vazquez, in recognition of your many years of contribution to the community. Thank you!

Ana Medina, in recognition of your many years of contribution to the community. Thank you!

Teresa Albino DePayano, in recognition of your many years of contribution to the community. Thank you!

Jose Payno, in recognition of your many years of contribution to the community. Thank you!

Altagracia Bonilla Javier, in recognition of your many years of contribution to the community. Thank you!

Dulce Fajardo, in recognition of your many years of contribution to the community. Thank you!

Krisis Paradres, Property Manager, in recognition of your many years of Contribution to the community. Thank you!

Jiemy C. Gomez, Community Impact Coordinator, in recognition of your many years of Contribution to the community. Thank you!

Jorge Cifuentes, Maintenance Technician, in recognition of your many years of Contribution to the community. Thank you!

Twelve 21 Restaurant & Lounge, in recognition of the celebration of your Grand Opening at 248 Atwells Ave on October 25, 2022.

Selamnesh Area, in recognition of welcoming you to your new home at 33 Ocean Street.

Venerable Sum Panha, President, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Mr. So Nuon, Vice-President, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Ms. Saroeun Ry, Vice-President, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Mr. Somkhur S. Pech, Treasurer, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Venerable Bunly Nouv, Treasurer Secretary, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Ms. Khim Heng, Assistant Treasurer, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Mr. Samnang Keo, Secretary, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Mr. Sarorn Sey, Assistant Secretary, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Venerable Ou Keoratna, Assistant Secretary, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Mr. Pao Thaing, Membership Committee, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Mr. Randy Chik, Publicity Committee, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Ms. Kimberlydanyka Yem, Literature & Cultural Committee, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Mr. Sokhoun Khea, Finance Committee, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Ms. Ra Pek, Advisory/Planning Committee, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Mr. Sophon Im, Events Committee, in recognition of the honor of being elected as a Board Member of Wat Thormikaram of Rhode Island and your dedication to the Cambodian Community of Rhode Island.

Leslie Moore, Business Leader Urban Christian Missionary Core Collaboratives, LLC, in recognition of being the recipient of the Rhode Island Black Business Association 2022 George T. Downing Business Leadership Award at the Annual Awards Gala.

Keith Stokes, Director of Business & Economic Development City of Providence, in recognition of being the recipient of the Rhode Island Black Business Association 2022 Outstanding Achievement in Leadership Award at the Annual Awards Gala.

James (Jim) Vincent, President & Civil Rights Leader NAACP Providence Branch, in recognition of being the recipient of the Rhode Island Black Business Association 2022 Christiana Bannister Civic Leadership Award at the Annual Awards Gala.

Kerry Wilson, Financial Solution Advisor, Merrill Edge Bank of America, in recognition of being the recipient of the Rhode Island Black Business Association 2022 Emerging Leader Award at the Annual Awards Gala.

Jennifer Freitas, Owner, The District Restaurant, in recognition of being the recipient of the Rhode Island Black Business Association 2022 Isaac Rice Entrepreneurship Award at the Annual Awards Gala.

Papitto Opportunity Connection and Barbara Papitto, in recognition of being the recipient of the Rhode Island Black Business Association 2022 Diversity, Equity & Inclusion Champion Award at the Annual Awards Gala.

Melissa Husband, Chief of Staff Neighborhood Health Plan of Rhode Island, in recognition of being the recipient of the Rhode Island Black Business Association 2022 Change Agent Award at the Annual Awards Gala.

Claudia Staniszewski, Program Officer, Economic Development Local Initiatives Support Corporation, in recognition of being the recipient of the Rhode Island Black Business Association 2022 Partnership Award at the Annual Awards Gala

Evelyn Ranone, Vice-President of Community Development & DEI BayCoast Bank, in recognition of being the recipient of the Rhode Island Black Business Association 2022 Member of the Year Award at the Annual Awards Gala.

Sin-cere Multiservice, LLC. in recognition of the celebration of your Ribbon Cutting Ceremony on Saturday 29, 2022.

**COUNCILMAN TAYLOR Moves to Waive the Reading of item 35 and Pass on a Voice Vote, Seconded by COUNCILWOMAN HARRIS.**

**Severally Read and Collectively Passed, on Motion of COUNCILMAN TAYLOR, Seconded by COUNCILWOMAN HARRIS.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Councilman Taylor
<b>SECONDER:</b>	Councilwoman Harris
<b>AYES:</b>	Council President Igliazzi, Councilwomen Anthony, Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilors Kerwin, Miller, Councilman Narducci, Councilwoman Ryan, Councilmen Taylor and Vargas – 12.
<b>ABSENT:</b>	Councilman Correia, Councilwoman LaFortune and Councilor Salvatore – 3.

**The Motion for Passage is Sustained.**

**PRESENTATION OF RESOLUTIONS  
"IN MEMORIAM"**

**COUNCIL PRESIDENT IGLIOZZI 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:

Retired Fire Captain Richard R. Longtin

Charles Gibbs

Francesca Marinucci

**COUNCILMAN TAYLOR Moves to Waive the Reading of item 36 and Pass on a Voice Vote, Seconded by COUNCILWOMAN HARRIS.**

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

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Councilman Taylor
<b>SECONDER:</b>	Councilwoman Harris
<b>AYES:</b>	Council President Igliazzi, Councilwomen Anthony, Castillo, Councilmen Espinal, Goncalves, Councilwoman Harris, Councilors Kerwin, Miller, Councilman Narducci, Councilwoman Ryan, Councilmen Taylor and Vargas – 12.
<b>ABSENT:</b>	Councilman Correia, Councilwoman LaFortune and Councilor Salvatore – 3.

**The Motion for Passage is Sustained.**

## CONVENTION

There being no further business, on Motion of **COUNCILMAN TAYLOR**, Seconded by **COUNCILWOMAN HARRIS**, it is voted to adjourn in memory of Former Councilman Robert M. Clarkin at 6:55 o'clock P.M., to meet again **THURSDAY, DECEMBER 1, 2022** at 6:00 o'clock P.M.



**TINA L. MASTROIANNI**  
**ACTING CITY CLERK**

**This meeting was recorded and the video may be viewed on demand via the internet. Please visit the City Clerk web site or contact us directly for details.**

**The City of Providence is committed to providing individuals with disabilities an equal opportunity to participate and benefit from the City's programs, activities and services. If you have a disability and require accommodations in order to fully participate in this activity, contact Leonela Felix, Esq., Ethics Education and ADA Coordinator at 401-680-5333 or [LFelix@ProvidenceRI.gov](mailto:LFelix@ProvidenceRI.gov). Providing at least 72 hours' notice will help to ensure availability.**

