

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
DEC 02 2021
APPROVED:
Jana Z. Mastrosiani CLERK
ACTING

CITY COUNCIL

JOURNAL OF PROCEEDINGS

No. 30 City Council Regular Council Meeting, Thursday, November 4, 2021, 6:00 o'clock P.M.

PRESIDING

COUNCIL PRESIDENT

JOHN J. IGLIOZZI

CALL TO ORDER

PRESENT: COUNCIL PRESIDENT IGLIOZZI, COUNCILWOMEN ANTHONY, CASTILLO, COUNCILMEN CORREIA, ESPINAL, GONCALVES, COUNCILWOMAN HARRIS, COUNCILORS KERWIN, MILLER, COUNCILMAN NARDUCCI, COUNCILWOMAN RYAN, COUNCILOR SALVATORE, COUNCILMEN TAYLOR AND VARGAS- 14.

ABSENT: COUNCILWOMAN LAFORTUNE – 1.

ALSO PRESENT: SHAWN SELLECK, CITY CLERK, JENNIFER EMIDY, ASSISTANT CLERK, MARSHA COTUGNO, ASSISTANT CLERK, YULY POLANCO, ASSISTANT CLERK AND JEFFREY DANA, CITY SOLICITOR.

IN CITY COUNCIL

INVOCATION

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

"As we gather tonight let's just ask for wisdom, that the decisions we make tonight put the people of our city forward always, not just tonight but every day. And also let's keep at the front of our mind anyone in our city that is struggling tonight and we know all of the many ways that people might be struggling, in particular in my mind tonight are people who have been impacted by violence, that they might find peace and that we might work together with others in city government for justice and for the greater good. Thank you."

PLEDGE OF ALLEGIANCE

COUNCILMAN NICHOLAS J. NARDUCCI JR. Leads the Members of the City Council and the Assemblage in the Pledge of Allegiance to the Flag of the United States of America.

APPOINTMENTS BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated October 25, 2021, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) of the Providence Home Rule Charter of 1980, as amended and Rhode Island General Law 45-42.1-3, as well as the Zoning Ordinance 501.1(c), he is this day re-appointing **Catherine Lund** of 225 Adelaide Avenue, Providence, Rhode Island 02907, as a member of the **Historic District Commission** for a term to expire on September 30, 2024.

Communication from His Honor the Mayor, dated October 25, 2021, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) of the Providence Home Rule Charter of 1980, as amended and Rhode Island General Law 45-42.1-3, as well as the Zoning Ordinance 501.1(c), he is this day re-appointing **Glen S. Fontecchio** of 19 Luzon Avenue, Providence, Rhode Island 02906, as a member of the **Historic District Commission** for a term to expire on September 30, 2024.

Communication from His Honor the Mayor, dated October 25, 2021, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) of the Providence Home Rule Charter of 1980, as amended and Rhode Island General Law 45-42.1-3, as well as the Zoning Ordinance 501.1(c), he is this day re-appointing **Victoria Wilson** of 84 Melrose Street, Providence, Rhode Island 02907, as a member of the **Historic District Commission** for a term to expire on September 30, 2024.

Communication from His Honor the Mayor, dated October 26, 2021, Informing the Honorable Members of the City Council that pursuant to Section 302(b) of the Providence Home Rule Charter of 1980, as amended, and Article II, Section 2, of the Providence Business Loan Fund, Inc. bylaws, he is this day appointing **Keith Stokes**, Director of Business and Development, as a member of the **Providence Business Loan Fund, Inc. Board of Directors** for a term to expire on December 17, 2021. Mr. Stokes replaces Ms. Athens who has resigned.

COUNCILMAN TAYLOR Moves to Waive the Reading of items 3 through 6, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT IGLIOZZI Receives the Several Communications.

Communication from His Honor the Mayor, dated October 12, 2021, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 605 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 **Huascar Beato** of 11 Elma Street, Providence, Rhode Island 02905, as **City Sergeant**, and respectfully submits the same for approval.

COUNCILMAN TAYLOR Moves to Waive the Reading of item 7, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT IGLIOZZI Refers the Communication to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

APPOINTMENTS BY THE COUNCIL PRESIDENT

Communication from Council President Igliazzi, dated October 28, 2021, Informing the City Clerk of his appointment of **Adam Friedberg**, 42 Pratt Street, Providence, RI 02906, to the **Juvenile Hearing Board**.

Communication from Council President Igliazzi, dated October 28, 2021, Informing the City Clerk of his appointment of **Tiqua Johnson**, 45 Wesleyan Avenue, Providence, RI 02907, to the **Juvenile Hearing Board**.

Communication from Council President Igliazzi, dated October 28, 2021, Informing the City Clerk of his appointment of **Tory Kern**, 15 Woodbine Street, Unit 3, Providence, RI 02906, to the **Juvenile Hearing Board**.

Communication from Council President Igliazzi, dated October 28, 2021, Informing the City Clerk of his appointment of **Ines Merchan**, 25 Holden Street, Providence, R 02908, to the **Juvenile Hearing Board**.

Communication from Council President Igliazzi, dated October 28, 2021, Informing the City Clerk of his appointment of **Elizabeth Ochs**, 215 Butler Avenue, Providence, RI 02906, to the **Juvenile Hearing Board**.

Communication from Council President Igliazzi, dated October 28, 2021, Informing the City Clerk of his appointment of **Jayleen Salcedo**, 43 Comstock Avenue, Providence, RI 02907, to the **Juvenile Hearing Board**.

Communication from Council President Igliazzi, dated October 28, 2021, Informing the City Clerk of his appointment of **Bernadette Tavares**, 198 Unit Street, Providence, RI 02908, to the **Juvenile Hearing Board**.

COUNCILMAN TAYLOR Moves to Waive the Reading of items 8 through 14, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT IGLIOZZI Receives the Several Communications.

RESULT: RECEIVED

ORDINANCE(S) SECOND READING

The Following Ordinances were in City Council October 21, 2021, Read and Passed the First Time and are Severally Returned for Passage the Second Time:

COUNCIL PRESIDENT IGLIOZZI, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for 321 Knight Street, LLC.

WHEREAS, 321 Knight Street LLC (“Project Owner”) is the owner of certain real property located in the City at 311 Knight Street, Assessor’s Plat 32, Lot 420; 321 Knight Street, Assessor’s Plat 32, Lot 49; 1077 Westminster Street, Assessor’s Plat 32, Lot 472; and

WHEREAS, Project Owner has proposed and committed to rehabilitating the existing lots into mixed use buildings consisting of residential apartment units, retail and garaged parking area; and

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

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

- (A) The willingness of Project Owners to rehabilitate three existing blighted structures, clean up vacant lots along Knight Street and Westminster street and construct a new structure thereupon and return the property to useful service featuring commercial and residential uses thereby improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and
- (B) The willingness of Project Owner to commit by agreement to make a significant investment in the above-referenced property, by rehabilitating these blighted buildings into mixed use buildings featuring commercial and residential uses in the heart of downtown Providence. This will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

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

SECTION 1. DEFINITIONS.

“Property” shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 311 Knight Street, Assessor’s Plat 32, Lot 420; 321 Knight Street, Assessor’s Plat 32, Lot 49; 1077 Westminster Street, Assessor’s Plat 32, Lot 472

“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 twelve (12) year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2021 and terminating on December 31, 2033. (Tax Years 2022- 2034).

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 2022 through and including tax year 2024, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2021 assessment value multiplied by the 2022 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 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. Property Owners shall obtain a certificate of occupancy from the Department of Inspections and Standards within thirty-six (36) months of the effective date of this Agreement. Property Owners who fail to meet this requirement shall be required to retroactively pay the difference between the actual stabilized tax payments and those payments which would have been due and owing without the terms of this Agreement. The Property Owners may request an extension of the period of time to secure a certificate of occupancy for the Property no later than twelve (12) months prior to the applicable deadline by making a written request to the City Council. The Council shall not unreasonably withhold its consent to the request.

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 and its Supplier Diversity Director to establish a list of qualified MBE/WBE companies in order to satisfy its MBE/WBE construction goals. In this manner, the City will assist Property Owner in meeting said goals. The process of participating with the MBE/WBE office and its Supplier Diversity Director shall begin upon passage in order to develop a designated MBE/WBE subcontractor list which will encourage MBE/WBE participation and joint ventures with other members with the construction industry.

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

Section 5.3. First Source. Pursuant to the City of Providence First Source Ordinance, the Project 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 Supplier Diversity Director, the Director of First Source Providence and the Providence Chamber of Commerce to inform the local economy of the Property Owner's development plans in order to maximize the opportunities for Providence businesses to work with 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 by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs.

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

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

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

SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner to record 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: _____
40 Sprague Street, Suite 1E
Providence, RI 02907
fm@knightswan.com
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 or privilege thereunder.

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

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1. Annual Progress Report. The Property 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.

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

<u>Year</u>	Percentage of Difference between Base Assessment and Current Full Value Assessment
Year 4	11.1%
Year 5	22.2%
Year 6	33.3%
Year 7	44.4%
Year 8	55.5%
Year 9	66.6%
Year 10	77.7%
Year 11	88.8%
Year 12	95%

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

SECTION 1. Notwithstanding the language of Section 17-189(6) of the Code of Ordinances which provides that the application to accomplish such [accidental disability] retirement must be filed within eighteen (18) months of the date of the accident,” the Retirement Board of the City of Providence, may consider and act upon the accidental disability retirement application of Alfred Scivola, even though more than eighteen (18) months have passed since the date of the accident which is the averred proximate cause of the above-named applicant for a disability retirement allowance.

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

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

COUNCILMAN TAYLOR Moves to Waive the Reading of items 15 and 16 and Moves Passage of the Several Ordinances the Second Time, Seconded by COUNCILWOMAN HARRIS, by the following Roll Call Vote:

An Ordinance Establishing a Tax Stabilization Agreement for 321 Knight Street, LLC.

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

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

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

The Motion for Passage the Second Time is Sustained.

PRESENTATION OF RESOLUTIONS

COUNCILMAN GONCALVES, COUNCIL PRESIDENT IGLIOZZI, COUNCILWOMEN ANTHONY, CASTILLO, COUNCILMEN CORREIA, ESPINAL, COUNCILWOMAN HARRIS, COUNCILORS KERWIN, MILLER, COUNCILMAN NARDUCCI, COUNCILWOMAN RYAN, COUNCILOR SALVATORE, COUNCILMEN TAYLOR AND VARGAS

Resolution Recognizing November 11 as “Veterans Day”.

WHEREAS, The Veterans Day National Ceremony is held each year on November 11th at Arlington National Cemetery; and

WHEREAS, Our veterans are selfless and brave individuals who in the line of duty put themselves in harm’s way to defend the liberties and lives of those living in our country; and

WHEREAS, On Veterans Day, we recognize the women and men of our Armed Forces, past and present, who have valiantly defended our country’s values throughout our Nation’s history; and

WHEREAS, Every November 11th we are reminded of our obligation to serve and honor our veterans and acknowledge the innumerable ways that have served us; and

WHEREAS, On Veterans Day, our entire nation comes together to commemorate and honor the legacy of our veterans and their families; and

WHEREAS, It is incumbent on us to provide the appreciation that veterans of our City and country deserve; and

WHEREAS, It is incumbent on us to express our gratitude for the ways generations of veterans have demonstrated the resolve that the people of the United States shall never forget; and

WHEREAS, Is incumbent on us to honor all the living and falling men and women in uniform for their sacrifices in serving in the military.

NOW, THEREFORE, BE IT RESOLVED, That the Providence City Council and the City of Providence hereby recognize all Providence and Rhode Island veterans who have served, as well as the members of our armed forces who are currently serving around the world.

BE IT FURTHER RESOLVED, That November 11th shall be known as “Veterans Day” in the City of Providence in perpetuity.

BE IT FURTHER RESOLVED, That upon passage, copies of this resolution be transmitted to the Honorable Mayor of Providence.

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

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

The Motion for Passage is Sustained.

COUNCILMAN GONCALVES

Resolution Endorsing Rhode Island AFL-CIO's Recommendation to make RIPTA Service Free of Charge to All Riders.

COUNCIL PRESIDENT IGLIOZZI Refers the Resolution to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

COUNCILOR SALVATORE

Resolution Requesting Redevelopment of 221 Veazie Street.

WHEREAS, Iola French Park is located at 221 Veazie Street and is owned by the Providence Public Building Authority; and

WHEREAS, There is a paved segment of the parcel which appears to have originally been designed for parking that has been vacant and unutilized for many years; and

WHEREAS, The vacant parking area of the parcel has historically been a site for illegal dumping, drug use, and other illicit behavior that negatively affects the surrounding neighborhood, including Veazie Street School which is located directly across the street from the property; and

WHEREAS, This underutilized nuisance property owned by the City is in desperate need of rehabilitation which can be achieved by subdividing the vacant portion of the lot and redeveloping it into tiny homes which can help to address the housing crises in the City of Providence.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence hereby requests that the Providence Public Building Authority work with the Board of Park Commissioners and the Planning Department to subdivide the unused portion of Iola French Park located at 221 Veazie Street for purposes of redeveloping that area for housing.

BE IT FURTHER RESOLVED, That upon passage, copies of this resolution be transmitted to the Honorable Mayor of Providence, the Providence Public Building Authority, the Superintendent of Parks, the Board of Park Commissioners, and the Providence Redevelopment Agency.

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

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Taylor
SECONDER:	Councilwoman Harris
AYES:	Council President Iglizzi, Councilwomen Anthony, Castillo, Councilmen Correia, Espinal, Goncalves, Councilwoman Harris, Councilors Kerwin, Miller, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 14.
ABSENT:	Councilwoman LaFortune – 1.

The Motion for Passage is Sustained.

REPORT(S) FROM COMMITTEE

COMMITTEE ON PUBLIC WORKS COUNCILMAN MICHAEL J. CORREIA, Chairman

Transmits the Following with Recommendation the Same be Severally Approved:

Resolution Requesting to abandon a portion of Sayles Street.

RESOLVED, DECREED AND ORDERED:

That the cross-hatched portion of SAYLES STREET shown on the accompanying plan entitled "Providence, R.I., P.W. Dept & Engineering Office, Street Line Section Plan No. 064870, dated August 5, 2021," bounded by letters the A-B-C-D-A on said plan, having ceased to be useful to the public, is proposed to be abandoned as a Public Highway. Said Abandonment is specifically conditioned upon the following:

1. Petitioner shall tender the amount of Fifty-Six Thousand Three-Hundred Sixty-Eight Dollars (\$56,368.00) to the City of Providence.
2. If any utilities are discovered in the area to be abandoned as described above, Petitioner shall either grant as easement, satisfactory to the Petitioner, in favor of the utility, which will permit retention of its facilities in their existing location, together with the right to inspect, maintain, operate and replace the same and with twenty-four hour access to said facilities, or, in the alternative, should it be determined by the Petitioner that any such facilities need be relocated in order to comply with an intended use, the Petitioner shall assume all costs of relocation.
3. Petitioner shall grant an easement over the street to be abandoned in favor of the owners of abutting Assessor's Plat 47 Lot 198 that will provide those owners with twenty-four hour access, without limitation, to said lot. This easement may be located elsewhere if such relocation is satisfactory to the owner of Lot 198.
4. Petitioner shall have a Class I survey prepared by a Professional Land Surveyor, properly licensed by the Board of Registration for Professional Land Surveyors, inasmuch as road abandonments constitute a boundary change pursuant to Informational Bulletin 2003.01 issued by said Board.
5. The Petitioner shall comply with all conditions contained herein within sixty (60) days from the date of passage.
6. Such other terms and conditions as may be reflected in the record and minutes of the City Council Committee on Public Works, and/or as may be deemed appropriate by the Mayor or the Department of Law.

ORDERED, That the Traffic Engineer be and is hereby directed to cause a sign to be placed on the above-named highway abandoned as aforesaid, having thereon the words, "Not a Public Highway," and it is further

ORDERED, That after the entry of this order or decree the City Clerk shall cause a notice thereof to be published in a newspaper published in the County of Providence at least once a week for three successive weeks and a further and personal notice shall be served by the City Sergeant upon every owner of land abutting the above-named highway which has been abandoned who is known to reside within the State.

Resolution Requesting to abandon a portion of Swan Street.

RESOLVED, DECREED AND ORDERED:

That the cross-hatched portion of SWAN STREET shown on the accompanying plan entitled "Providence, R.I., P.W. Dept & Engineering Office, Street Line Section Plan No. 064869, dated August 5, 2021," bounded by letters the A-B-C-D-A on said plan, having ceased to be useful to the public, is proposed to be abandoned as a Public Highway. Said Abandonment is specifically conditioned upon the following:

1. Petitioner shall tender the amount of Forty-Eight Thousand Three-Hundred Thirty-Six Dollars (\$48,336.00) to the City of Providence.
2. Petitioner shall either grant as easement, satisfactory to the Petitioner, in favor of Verizon, which will permit retention of its facilities in their existing location, together with the right to inspect, maintain, operate and replace the same and with twenty-four hour access to said facilities, or, in the alternative, should it be determined by the Petitioner that any such facilities need be relocated in order to comply with an intended use, the Petitioner shall assume all costs of relocation.
3. Petitioner shall either grant as easement, satisfactory to the Petitioner, in favor of National Grid, which will permit retention of its facilities in their existing location, together with the right to inspect, maintain, operate and replace the same and with twenty-four hour access to said facilities, or, in the alternative, should it be determined by the Petitioner that any such facilities need be relocated in order to comply with an intended use, the Petitioner shall assume all costs of relocation.
4. Petitioner shall either grant as easement, satisfactory to the Petitioner, in favor of the Providence Water Supply Board, which will permit retention of its facilities in their existing location, together with the right to inspect, maintain, operate and replace the same and with twenty-four hour access to said facilities, or, in the alternative, should it be determined by the Petitioner that any such facilities need be relocated in order to comply with an intended use, the Petitioner shall assume all costs of relocation.
5. If the Providence Water Supply Board facilities are relocated, Petitioner will maintain a private fire hydrant in the vicinity of the current one in front of Assessor's Plat 47 Lot 118.

6. Petitioner will also maintain the street to be abandoned as a private access road for the Providence Fire Department to serve existing buildings, with any dimensional changes requiring approval of the Providence Fire Department. Alternate access may be arranged, but only with the written approval of the Providence Fire Department.
7. Petitioner shall grant an easement over the street to be abandoned in favor of the owners of abutting Assessor's Plat 47 Lot 114 that will provide those owners with twenty-four hour access, without limitation, to said lot. This easement may be located elsewhere if such relocation is satisfactory to the owner of Lot 114.
8. Petitioner shall have a Class I survey prepared by a Professional Land Surveyor, properly licensed by the Board of Registration for Professional Land Surveyors, inasmuch as road abandonments constitute a boundary change pursuant to Informational Bulletin 2003.01 issued by said Board.
9. The Petitioner shall comply with all conditions contained herein within sixty (60) days from the date of passage.
10. Such other terms and conditions as may be reflected in the record and minutes of the City Council Committee on Public Works, and/or as may be deemed appropriate by the Mayor or the Department of Law.

ORDERED, That the Traffic Engineer be and is hereby directed to cause a sign to be placed on the above-named highway abandoned as aforesaid, having thereon the words, "Not a Public Highway," and it is further

ORDERED, That after the entry of this order or decree the City Clerk shall cause a notice thereof to be published in a newspaper published in the County of Providence at least once a week for three successive weeks and a further and personal notice shall be served by the City Sergeant upon every owner of land abutting the above-named highway which has been abandoned who is known to reside within the State.

COUNCILMAN TAYLOR Moves to Waive the Reading of items 20 and 21 and Moves Passages of the Several Resolutions, Seconded by COUNCILWOMAN HARRIS.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Councilman Taylor
SECONDER:	Councilwoman Harris
AYES:	Council President Igliozzi, Councilwomen Anthony, Castillo, Councilmen Correia, Espinal, Goncalves, Councilwoman Harris, Councilors Kerwin, Miller, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 14.
ABSENT:	Councilwoman LaFortune – 1.

The Motion for Passage is Sustained.

FROM THE CLERK'S DESK

Petitions for Compensation for Injures and Damages, viz:

Javier Resto
(Joseph J. Voccola, Esquire)
Jennifer L Wolfinger
Dasiel Rondon
Robin Leather
(Vicki J. Bejma)
Elsie Palmieri
(Vicki J. Bejma)
Olivia Murray
Neil Beranbaum
Donald Neil
AllState
a/s/o Merry and Daniel Leclerc
Ora Williams
(Wayne G. Resmini, Esquire)
Barbara Nuzzolo
Claudio Martinez
Melissa Blais
(Brian N. Goldberg, Esquire)
Kimberly Ann Graziano
Lori Bosi
Edmee Hernandez
(Selena D. Fortes, Esquire)

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

RESULT:	REFERRED
TO:	Committee on Claims and Pending Suits

COMMUNICATIONS AND REPORTS

Communication from Shawn Selleck, City Clerk, dated October 26, 2021, Informing the Honorable Members of the City Council that in accordance with the provisions of Section 1201(b) of the Providence Home Rule Charter of 1980, As Amended, Entitled: "Deputies, Appointments", he is this day appointing Jennifer Emidy as Second Deputy City Clerk.

COUNCILWOMAN RYAN Moves to Reject the foregoing Communication, Seconded by COUNCILWOMAN HARRIS.

RESULT:	REJECT [UNANIMOUS]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Iglizzo, Councilwomen Anthony, Castillo, Councilmen Correia, Espinal, Goncalves, Councilwoman Harris, Councilors Kerwin, Miller, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 14.
ABSENT:	Councilwoman LaFortune – 1.

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:

Edmond G. Heroux in recognition of his retirement after over 35 years of dedicated service to LaSalle Academy.

Michaela White, Classical High School, in recognition of her 100th high school career soccer goal and 21st of the season.

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

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilman Taylor
SECONDER:	Councilwoman Harris
AYES:	Council President Igliozi, Councilwomen Anthony, Castillo, Councilmen Correia, Espinal, Goncalves, Councilwoman Harris, Councilors Kerwin, Miller, Councilman Narducci, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 14.
ABSENT:	Councilwoman LaFortune – 1.

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:

William A. (Billy "V") Vigeant

Michael Eugene Deans

Thomas (Tom) J. Petrone

Patricia "Pat" M. Lanzi

Jeffery E. Palmer

Lydia Pena

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

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

The Motion for Passage is Sustained.

CONVENTION

There being no further business, on Motion of **COUNCILWOAN RYAN**, Seconded by **COUNCILWOMAN HARRIS**, it is voted to adjourn in memory Margarita Espinal, Lida Panina, Melissa Titzman, Steven Kurby, Dorothy Gollette, Michael Deans and Former State Representative Ray Sullivan at 6:20 o'clock P.M., to meet again **THURSDAY, DECEMBER 2, 2021 at 6:00 o'clock P.M.**



**SHAWN SELLECK
CITY CLERK**