

CITY OF PROVIDENCE  
RHODE ISLAND



CITY COUNCIL

JOURNAL OF PROCEEDINGS

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No. 30 City Council Regular Meeting, Thursday, January 4, 1996, 7:30 o'clock P.M. (E.S.T.)

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PRESIDING

COUNCIL PRESIDENT PRO TEMPORE

EVELYN V. FARGNOLI

IN CITY COUNCIL

FEB 15 1996

APPROVED:

ROLL CALL

*Michael S. Clement*  
CLERK

**Present:** Council President Pro Tempore Fargnoli, Councilmen Allen, Clarkin, DeLuca, Councilwoman DiRuzzo, Councilmen Glavin, Igliozzi, Jackson, Lombardi, Mancini, Councilwoman Nolan, Councilman Rollins and Councilwoman Williams—13.

**Absent:** Council President Petrosinelli and Councilwoman Young—2.

## INVOCATION

The Invocation is given by COUNCILWOMAN RITA M. WILLIAMS.

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

COUNCILMAN JOHN H. ROLLINS leads the members of the City Council and the Assemblage in the Pledge of Allegiance to the Flag of the United States of America.

## ORDINANCES SECOND READING

The following Ordinances were in City Council December 28, 1995, Read and Passed the First Time, as Amended and are Returned for Passage the Second Time, as Amended:

An Ordinance establishing a Tax Stabilization Plan for the Providence Place Mall and establishing community reinvestment payments for the City of Providence to be paid by Providence Place Group, as amended.

*Be it ordained by the City of Providence:*

*Whereas*, Providence Place Group ("PPG") and The Rhode Island Economic Development Corporation, formerly the Rhode Island Port Authority

and Economic Development Corporation ("Corporation") entered into an amended and Restated Development Agreement dated August 22, 1994, as amended in November, 1994 and as further amended on December 23, 1994 (the "1994 Agreement") relating to the development and construction of the Providence Place super regional shopping center (the "Shopping Mall") and a parking garage to be constructed beneath and adjacent to the Shopping Mall (the "Garage"); and

*Whereas*, The Corporation has requested, and PPG is considering, a restructuring of the transaction as previously contemplated by the 1994 Agreement, pursuant to which (a) the Corporation will acquire and own the fee to or certain air rights over the land as described on Exhibit I attached hereto and shown on a survey entitled "Plan of Land in Providence, Rhode Island Surveyed for Providence Place, surveyed and drawn by Marrier Surveying, Inc. Scale 1"=40' May, 1990, revised May, 1995 (the "Survey") on and in which the Shopping Mall and the Garage are to be built (such fee interest and air rights as hereinafter referred to as the "Site"); (b) the Corporation will ground lease the Site to PPG (the "Ground Lease"), and PPG will construct thereon the Shopping Mall, the Garage, and together with the State will construct or caused to be constructed certain appurtenances thereto (the Shopping Mall and other improvements are collectively called, the "Project"); (c) PPG will retain title to the Project in its own name or that of a nominee; and (d) PPG will enter into an agreement with the Economic Development Corporation (the "EDC") pursuant to which the EDC will lease 500 parking spaces for high occupancy vehicles in the Garage and will commit to invest a portion of the sales tax receipts from Providence Place Mall in the Project (the "Public Investment and HOV Agreement"); the Corporation and PPG are currently finalizing the terms of such restructuring and if such negotiations are successful, they will enter into an agreement memorializing the same and replacing the 1994 Agreement (the "1995 Agreement"), and the General Assembly has enacted Chapter 400 of the Public Laws of 1995 (the "Legislation") approving and authorizing certain aspects of the Project, including authority for the Corporation and the City to enter into the Tax Treaty Agreement (as hereinafter defined) with PPG; and

*Whereas*, The City, the Corporation and PPG wish to enter into a tax treaty agreement with respect to all real and personal property taxes or payments in lieu of taxes which relate to the Project substantially in the form attached hereto as Exhibit II (the "Tax Treaty Agreement"); and

*Whereas*, Upon taking effect of this Ordinance authorizing the Tax Treaty Agreement, it shall be deemed to supersede the City Council's authorization pursuant to Ordinance No. 1995-22, approved on October 11, 1995, of a similar agreement with the Corporation and PPG with respect to the Shopping Mall; and

*Whereas*, The City has made and hereby reaffirms the following findings with respect to the Tax Treaty Agreement:

(a) The Tax Treaty Agreement is in the public interest; and

(b) The Legislation provides that the City, the Corporation, and PPG may make an agreement with respect to all real and personal property taxes or payments in lieu of real and personal property taxes from the Project;

(c) The Community Reinvestment Payment to be received by the City Pursuant to the Tax Treaty Agreement in the amounts and times set forth in Schedule B to the Tax Treaty Agreement will assist the City in fulfilling its mission and obligations to its residents';

(d) The \$925,000 fees and license payments to be received on or before June 30, 1996; and

(e) The payments made pursuant to the Tax Treaty Agreement are in an aggregate amount which will enable the City to stabilize the amount of taxes that would be paid on account of property used for retail and commercial purposes and located in the City and are in the public interest.

*Now, therefore, be it ordained by the City of Providence, Rhode Island, as follows:*

*Section 1.* That the findings set forth in the preceding *Whereas* Clauses are hereby made and confirmed.

*Section 2.* That the execution, delivery and performance by the City of a Tax Treaty Agreement with the Corporation and PPG for a stated

term of thirty (30) years, or such lesser term as shall be effected by the terms of the Tax Treaty Agreement in a form substantially similar to Exhibit II attached hereto, is hereby authorized and approved.

*Section 3.* If this Ordinance or any part of this Ordinance conflicts or is inconsistent with any then existing Ordinance, including, but not limited to, Ordinance 21-129, the provisions of this Ordinance shall govern.

*Section 4.* This Ordinance shall take effect only upon the occurrence of the following events (1) the execution and delivery of the 1995 Agreement substantially in the form reviewed by the City Solicitor on the date hereof and the other documents referred to therein by the parties thereto and their taking effect, i.e. as set forth in Sections 5 and 6; and (2) the execution and delivery of the Ground Lease, the Public Investment and HOV Agreement, the Restoration Guaranty and the Garage Lease, and upon taking effect, this Ordinance shall supersede the aforementioned Ordinance No. 1995-22.

*Section 5.* The Mayor is hereby authorized to execute the Tax Treaty Agreement contingent upon:

1. All approvals have been granted by the Economic Development Corporation and any other State entities required to give passage prior to signing the state agreement, and

2. All documents relative to the state agreement, including but not limited to, the Development Agreement and all exhibits, are executed by all parties, and

3. The Tax Treaty Agreement has been executed by Providence Place Group and the Economic Development Corporation.

*Section 6.* If, subsequent to second passage, any aspect of the state agreement or any exhibits are altered in a manner that affects the Tax Treaty Agreement in any way, this Ordinance is null and

void unless said change is approved by the City Council.

#### EXHIBITS TO THIS ORDINANCE

Exhibit I — Description of Site

Exhibit II — Tax Treaty Agreement

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An Ordinance consenting to the Rhode Island Economic Development Corporation Condemnation of certain City Property, acknowledging intent to dedicate certain property for public use and granting easements in certain City Property, as amended.

*Be it ordained by the City of Providence:*

*Whereas*, Providence Place Group, a New York limited partnership ("PPG"), and The Rhode Island Economic Development Corporation, formerly known as the Rhode Island Port Authority and Economic Development Corporation ("Corporation") entered into an Amended and Restated Development Agreement dated August 22, 1994, as amended in November, 1994 and as further amended on December 23, 1994 (the "1994 Agreement") relating to the development and construction of the Providence Place super regional shopping center (the "Shopping Mall") and a parking garage to be constructed beneath and adjacent to the Shopping Mall (the "Garage"); and

*Whereas*, The Corporation has requested, and PPG is considering, a restructuring of the transaction as previously contemplated by the 1994 Agreement, pursuant to which (a) the Corporation will acquire and own the fee to or perpetual easements to certain air rights over the land described on Exhibit I attached hereto and shown on a survey entitled "Plan of Land in Providence, Rhode Island Surveyed for Providence Place, surveyed and drawn by Marrier

Surveying Inc. Scale 1"=40' May, 1990, Revised May, 1995 (the "Survey") in and on which the Shopping Mall and the Garage shall be built (such fee interest and air rights being hereinafter referred to as the "Site"); (b) the Corporation will ground lease the Site to PPG (the "Ground Lease") and PPG, the Corporation and/or the State will construct the Shopping Mall, the Garage, and certain appurtenances thereto, including without limitation the aerial pedestrian bridge connecting the Shopping Mall to the Convention Center Complex (the Shopping Mall and other improvements are collectively referred to as the "Project"); (c) PPG will retain title to the Project in its own name or that of a nominee; and (d) PPG will enter into a lease with the State with respect to parking spaces for 500 high occupancy vehicles in the Garage (the "Parking Garage Lease"); the Corporation and PPG are currently finalizing the terms of such restructuring and if such negotiations are successful, they will enter into an agreement memorializing the same (the "1995 Agreement"); and the General Assembly has enacted legislation (the "Legislation") approving and authorizing certain aspects of the Project; and

*Whereas*, The City wishes to consent, in accordance with Rhode Island General Laws Section 42-64-9(a), to the condemnation by the Corporation of the "Condemned Property" (as hereinafter defined) to enable the construction, maintenance and operation of the Project and to agree upon just compensation therefor in accordance with Rhode Island General Laws Section 42-64-9(i); and

*Whereas*, The City also wishes (i) to grant certain easements and other rights to the Corporation and PPG with respect to certain property adjacent to or within the Site (the "Support Easements" and the "Construction Easements" as hereinafter defined); and (ii) to acknowledge that the Corporation intends to dedicate and/or transfer to the City certain property adjacent to the Site for public use as streets and sidewalks subject to final approval of the Director of the Department of Public Works and the City Council, as generally described herein (a "Public Way" or the "Public Ways"); and

*Whereas*, The City finds with respect to the consent to the condemnation of certain City property by the Corporation, the grant of the Support Easements and the Construction Easements, and the dedication and/or transfer to the City of certain property to be dedicated for public use:

(a) The City finds that the actions set forth herein are in the public interest and will promote the economic well being of the City;

(b) The City has the right to grant the Support Easements and Construction Easements and other rights granted herein in furtherance of the Project, and the grant thereof is in the public interest; and

(c) The City acknowledges that the Corporation intends to dedicate certain lands for Public Ways, that the State, Corporation and/or PPG shall improve the same to the specifications of the Department of Public Works, and that the appropriate municipal bodies at that time shall review the same for acceptance as Public Ways; and

*Now, therefore, be it ordained by the City of Providence:*

*Section 1.* That the findings set forth in the preceding *Whereas* Clauses are hereby made and confirmed.

*Section 2. Consent to Condemnation.* That the City hereby gives its consent, as required pursuant to Rhode Island General Laws Section 42-64-9(a), to the condemnation by the Corporation of the following: (i) the fee in Parcels 7, 8, 9, 11, 12 and 20 shown on the Survey; (ii) perpetual easements to air rights commencing twenty-six (26) feet above Providence City Datum over the portion of the Woonasquatucket River which runs through the Site, being Parcels 13, 14, 15 and 16 shown on the Survey; and (iii), subject to such prior approval as may be required by appropriate Federal and State agencies, perpetual easements to air rights commencing fourteen (14) feet three (3) inches or such higher height as may be required

under Federal or State regulations above that portion of Park Street designated as Parcel 21 on the Survey, on, over or in which will be constructed portions of the Project as shown in the plans for the Project (the "CCC Plans") approved from time to time by the Capital Center Commission (the "CCC"); in addition, there may hereafter arise in the course of construction of the Project a need for the Corporation to acquire by condemnation additional insubstantial interests from the City in the Site as may be necessary or desirable for the construction of the Project in accordance with the CCC Plans, and the City's consent will be required at that time (the foregoing property interests are referred to hereinafter collectively as the "Condemned Property").

*Section 3. Support Easements.* That the City is hereby authorized to execute and deliver all documents necessary or desirable, as determined by the City, to grant and convey to the Corporation easements and rights (the "Support Easements") sufficient to permit the erection, construction, installation, repair, replacement and maintenance of tiebacks and footings under Hayes Street and Francis Street required for construction and maintenance of the Project provided that after the Project is completed the Support Easement area shall be limited to the area occupied by such tie backs and foundations; in addition, the City is authorized to execute and deliver all documents necessary or desirable, as determined by the City, to grant other similar easements under streets or other City-owned property adjacent to the Site as may be required for the construction and maintenance of the Project, together with full rights of ingress and egress on, in, across or under such land, provided that the erection, construction, installation, repair, replacement and maintenance of all such support structures (the "Support Structures") shall be done in compliance with all applicable building codes and other regulations and, following completion thereof, the presence of such Support Structures shall not interfere in any substantial manner with the continued use of such parcels for the public purposes that existed prior to the presence of such Support Structures. Such

Support Easements shall be for a term of thirty (30) years.

*Section 4. Construction Easements.* That the City is hereby further authorized to execute and deliver all documents necessary or desirable as determined by the City, to grant and convey to the State, the Corporation and/or PPG any and all easements of access, ingress and egress by foot and vehicle (a) under the air rights described in (ii) and (iii) of Section 2 above included within the Condemned Property and (b) in, under, across and over any other land owned by the City and adjacent to or within the Site (including without limitation the Public Ways, as hereinafter defined) for the purpose of construction, maintenance and repair of the Project (including without limitation installation and relocation of utilities and other similar appurtenances relating to the Project), the Public Ways and the other public improvements which the State, the Corporation and/or PPG has agreed to construct adjacent to or within the Project (the "Construction Easements"), provided that any construction, maintenance and repair shall be done in compliance with all applicable building codes and other regulations and in a manner which minimizes to the extent reasonably possible during the conduct of such activities any interference with the existing public use of the City land burdened by such Construction Easements, and provided, further that the City shall not erect any structures under or adjacent to the Site which would unreasonably interfere in any substantial manner with the maintenance thereof, notwithstanding any non-use or limited use of the Construction Easements. The Construction Easements shall be granted for a period of three years provided that such Construction Easements shall be renewable by PPG at no additional cost if construction has not been completed at the end of the three year period for which Construction Easements were granted upon approval by the City Council.

*Section 5. Just Compensation for Consent.* The payment by PPG to the City of the amount of Two Hundred Fifty Thousand (\$250,000) Dollars, which shall be paid no later

than June 30, 1996, without recourse and shall not be held in escrow or in trust, and the construction by the State, the Corporation and/or PPG of other public improvements in or appurtenant to the Project, including without limitation the extension of the so-called River Walk, the aerial pedestrian bridge to the Convention Center complex, the resurfacing and widening those portions of Hayes and Park Streets that abut the Site, the resurfacing of that portion of Kinsley Avenue that lies within said Parcel 20 and the construction of a railing along the Francis Street bridge, are hereby deemed to constitute just compensation to the City within the meaning of Rhode Island General Laws Section 42-64-9(i) for the taking of the Condemned Property and the grant of the Support Easements and the Construction Easements.

*Section 6. Dedication.* That the City acknowledges that the Corporation intends to dedicate and/or transfer to the City for use as a public way the following parcels of land (the "Public Ways") the exact dimensions of which shall be established in the CCC Plans: (i) a strip of land running between Park and Francis Streets along Hayes Street; (ii) a wedge-shaped parcel of land located at the corner of Francis Street and Memorial Boulevard adjacent to the Site of such size so that the property line of the Site at such corner after the dedication will satisfy the set back requirements of the City Zoning Ordinance and/or CCC regulations; (iii) a strip of land running along Francis Street from Hayes Street to Memorial Boulevard; (iv) strips of land running along Park Street from Hayes Street to Kinsley Avenue and (v) a strip of land within Parcel 20 shown on the Survey sufficient to connect Park Street and Kinsley Avenue, subject to a reservation by the Corporation of the air rights fourteen (14) feet or such greater height as may be required by Federal or State regulation above such strip. Exact legal descriptions of the Public Ways will be prepared by PPG and submitted to the City at the time PPG submits its final plans to the Building Inspector for a building permit. The improvements to such Public Ways will be made in accordance with all City codes and regulations

and, upon completion, the appropriate municipal bodies shall review the same for acceptance as Public Ways. Any required relocation of utilities shall be done at the expense of PPG.

*Section 7. Indemnification and Insurance.* The City's adoption of this Ordinance and any actions taken in furtherance thereof shall be explicitly included within the indemnification provided in Section 7 of the Tax Treaty Agreement.

*Section 8. Authorization to Execute.* The Mayor of the City is hereby authorized and directed to execute, deliver and file with the Land Evidence Records of the City and any other City or State agency and/or any court or other authority all documents necessary or appropriate to give effect to the consent and agreement hereby given with respect to the Condemned Property, the Support Page the Construction Easements, and the Public Ways.

*Section 9.* If this Ordinance or any part of this Ordinance conflicts or is inconsistent with any then existing Ordinance, the provisions of this Ordinance shall govern.

*Section 10.* This Ordinance shall take effect only upon the occurrence of the recording in the Land Evidence Records of an instrument executed by the Executive Director of the Corporation certifying the following events: (1) the passage by the Rhode Island General Assembly of the Legislation, and any other legislation necessary to carry out the terms of the 1995 Agreement; (2) the execution and delivery of the 1995 Agreement, the Ground Lease, the Parking Garage Lease, the Restoration Guaranty, the Public Investment and HOV Agreement and the other documents referred to therein by the parties thereto and their taking effect; and (3) the execution and delivery of the Ground Lease and the Parking Garage Lease and (4) all conditions of the Tax Stabilization Ordinance being met, including, but not limited to Sections 4, 5 and 6.

**EXHIBITS TO ORDINANCE**

Exhibit I — Description of Site

Exhibit II — Condemned Parcels

Exhibit III — Agreement Regarding Providence Place Mall

**COUNCILMAN IGLIOZZI** moves that "An Ordinance establishing a Tax Stabilization Plan for the Providence Place Mall and establishing community reinvestment payments for the City of Providence to be paid by Providence Place Group, as amended" be further amended as follows:

*Section 4.* (add to the end of subsection 1). . . as set forth in Sections 5 and 6.

*Section 5.* The Mayor is hereby authorized to execute the Tax Treaty Agreement contingent upon:

1. All approvals have been granted by the Economic Development Corporation and any other State entities required to give passage prior to signing the State Agreement, and

2. All documents relative to the State Agreement, including but not limited to the Development Agreement and all exhibits, are executed by all parties, and

3. The Tax Treaty Agreement has been executed by Providence Place Group and the Economic Development Corporation.

*Section 6.* If, subsequent to second passage, any aspect of the State Agreement or any exhibits are altered in a manner that affects the City Agreement in any way, this Ordinance is null and void unless said change is approved by the City Council.

This motion being seconded by **COUNCILMAN GLAVIN** is put to vote and passed by a Voice Vote.

The motion to amend is thereupon Unanimously Sustained.

**COUNCILMAN IGLIOZZI** further amends the Property Ordinance by adding on Page 6, Section 10 "... and (4) all conditions of the Tax Stabilization Ordinance being met, including, but not limited to Sections 4, 5 and 6".

This motion being seconded by **COUNCILMAN CLARKIN** is put to vote and passed by a Voice Vote.

The motion to amend is thereupon Unanimously Sustained.

**COUNCILMAN DeLUCA** moves that the Agreement Exhibit to the Tax Stabilization Ordinance be amended on Page 6, subsection 6 on Line 3 by deleting the word "Joint"; on Line 3 insert the word "independent" before the word "option"; and 5 lines from the bottom of said page delete the words "joint ownership".

This motion being seconded by **COUNCILMAN ALLEN** is put to vote and passed by the following Roll Call Vote:

**Ayes:** Council President Pro Tempore Fagnoli, Councilmen Allen, Clarkin, DeLuca, Councilwoman DiRuzzo, Councilmen Glavin, Igliazzi, Jackson, Lombardi, Mancini, Councilwoman Nolan, Councilman Rollins and Councilwoman Williams—13.

**Noes:** None.

**Absent:** Council President Petrosinelli and Councilwoman Young—2.

The motion to amend is thereupon Sustained.

**COUNCILMAN DeLUCA** moves that the Agreement be further amended on Page 9, subsection (j) wherein it refers to the garage

and the costs of \$5.7 million dollars by deleting same and inserting in lieu thereof "the City and State shall share those expense profits".

This motion being seconded by COUNCILMAN ALLEN is put to vote and Not Passed by the following Roll Call Vote:

Ayes: Councilmen Allen, DeLuca, Councilwoman DiRuzzo and Councilman Lombardi—4.

Noes: Council President Pro Tempore Fagnoli, Councilmen Clarkin, Glavin, Igliozi, Jackson, Mancini, Councilwoman Nolan, Councilman Rollins and Councilwoman Williams—9.

Absent: Council President Petrosinelli and Councilwoman Young—2.

The motion to amend is thereupon Not Sustained.

COUNCILMAN IGLIOZZI thereupon

moves that the Several Ordinances be Read and Passed the Second Time, as Amended.

This motion being seconded by COUNCILWOMAN NOLAN is put to vote and Passed by the following Roll Call Vote:

Ayes: Council President Pro Tempore Fagnoli, Councilman Clarkin, Councilwoman DiRuzzo, Councilmen Glavin, Igliozi, Jackson, Mancini, Councilwoman Nolan, Councilman Rollins and Councilwoman Williams—10.

Noes: Councilmen Allen, DeLuca and Lombardi—3.

Absent: Council President Petrosinelli and Councilwoman Young—2.

The motion for Passage the Second Time, as amended, is thereupon Sustained.

## COMMUNICATION FROM HIS EXCELLENCY THE GOVERNOR

Deputy City Solicitor McLaughlin reads the following communication from Governor Lincoln Almond dated January 4, 1996, into the record:

January 4, 1996

The Honorable Evelyn V. Fagnoli  
President, Providence City Council  
City Council Chambers

Providence City Hall  
Providence, Rhode Island 02903

Dear Council President Fagnoli:

Pursuant to conversations between my office and Frank Corrente and Patricia McLaughlin, Esq. today, I write to inform the Council of the status of the Providence Place mall agreement. The Development Agreement dated December 21,

1995 was approved by the Economic Development Corporation and by the developer. It has not yet been signed because not all of the companion exhibits are in final form; they are awaiting approval by the developer. None of those exhibits, however, will change the content of the December 21, 1995, Development Agreement and none will materially change the substance of the deal as already approved by the EDC. I represent the Mayor and the Council that in the unlikely event that there is a proposed change to any document

which materially and adversely effects Providence, I will not authorize EDC to move forward without the City's consent.

Sincerely,

LINCOLN ALMOND  
*Governor*

## PRESENTATION OF ORDINANCES

### COUNCILWOMAN FARGNOLI:

An Ordinance in accordance with Chapter 21, Section 19 of the Code of Ordinances of the City of Providence entitled: "Capital Equipment Budget" as amended.

### COUNCIL PRESIDENT PRO TEMPORE

FARGNOLI Refers the Ordinance to the Committee on Finance.

The motion to Refer is Unanimously Sustained.

## PRESENTATION OF RESOLUTIONS

### COUNCILMAN ALLEN and COUNCILMAN ROLLINS:

Resolution Requesting the City Collector to cause the taxes to be abated on that property located along 736 Broad Street, same being situated on Assessor's Plat 48, Lot 1073, as requested by the Providence Redevelopment Agency and in accordance with Rhode Island General Laws Section 44-7-23.

COUNCIL PRESIDENT PRO TEMPORE FARGNOLI Refers the Resolution to the Committee on Urban Redevelopment, Renewal and Planning.

The motion to Refer is Unanimously Sustained.

## COMMUNICATIONS AND REPORTS

### FROM THE CITY PLAN COMMISSION:

Communication dated November 21, 1995, Informing the Honorable Members of the City Council relative to the Rhode Island School of Design/Roitman Building Element, that pursuant to the City of Providence Zoning Ordinance, Chapter 1994-24, No. 365, effective June 27, 1994

and Chapter 1995-8, No. 344, as amended on May 26, 1995, they are submitting their Master Plan and it is consistent with Providence 2000: The Comprehensive Plan.

Received.

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## FROM THE CLERK'S DESK

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

Mass Electric Construction Co.

Annette M. Olney

Rosa Jackson

Jeffrey C. Schreck

John E. Dauray

Octavio F. Coelho

Antonio F. Periquito

Lester Baldwin

Sandra C. Riley

Lillian Singleton

**COUNCIL PRESIDENT PRO TEMPORE FARGNOLI Severally Refers the Petitions to the Committee on Claims and Pending Suits.**

**The motion to Refer, is Unanimously Sustained.**

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## PERSONAL EXPRESSION

**COUNCILMAN IGLIOZZI requests the privilege of the floor to speak on a point of personal expression and states:**

"I was saddened to read some comments directed at the City Council with regard to the School Contracts and especially saddened to hear organizations like PERC, in which we've embraced and supported, in fact, we supported to the extent of drafting Ordinances that expose us to potential labor relation battles down the road and I was very saddened to hear their comments in the paper.

Additionally, I was saddened to hear comments by Phyllis Tennian about leadership when in fact, many members of the Providence Teachers Union believe they struck for nothing and they hold their leadership in less esteem than they did in the past. But, I do want to say this, that regardless of what people say, Madam President, once again I want to applaud the Council for setting up a procedure by which we are going to breathe life into the concept of contract ratification. We are not going to rubber stamp the contract because PERC or some other organization thinks it is right. We have

indicated that we are going to have public hearings on the contracts, we've indicated that we are going to have committee meetings and ultimately, we are going to have a legal review and if those labor contracts are not consistent with our Ordinances, most likely they are not going to be supported. So, people are in such a rush to have us look at them, we have been led to believe, first of all, they have only been handed to this Council at the beginning of December, I believe, and were on the first Council Meeting of December's Docket and was referred to the Finance Committee and I believe the Chairman of Finance has scheduled a Public Hearing on January 16th and I also believe that there is no pre disposition of this Council to support those contracts.

We are under the understanding without examining yet, and without pre disposing of the issue, we are under the understanding . . . the ratification power that we fought for two years up at the Supreme Court to gain and we are not going to turn it into a rubber stamp.

## PRESENTATION OF CITATIONS

### "In Congratulations"

**COUNCIL PRESIDENT PETROSINELLI and the MEMBERS of the CITY COUNCIL:**

extend their sincere congratulations to the families of the following:

Citations Extending Congratulations.

Mr. and Mrs. John Curran, in recognition of the celebration of the birth of their son, born on November 11, 1995.

*Resolved, That the Members of the City Council*

Mr. and Mrs. Vito Martinelli, in recognition of the celebration of the birth of their daughter, born on November 15, 1995.

Yudelca Isabel Ovalles, in recognition of the celebration of her 15th Birthday.

Mr. and Mrs. Sousa, in recognition of the

celebration of the adoption of their daughter, Katherine L. Sousa from Romania.

**Severally Read and Collectively Passed, on motion of COUNCILMAN IGLIOZZI, seconded by COUNCILWOMAN DIRUZZO.**

**The motion for Passage, is Unanimously Sustained.**

## PRESENTATION OF RESOLUTIONS

### "In Memoriam"

**COUNCIL PRESIDENT PETROSINELLI  
and the MEMBERS of the CITY COUNCIL:**

**Resolutions Extending Sympathy.**

*Resolved;* That the Members of the City Council extend their sincere sympathy to the families of the following:

Angelo DiMario

Olive M. Daggett

Evelyn T. Rachko, RN

Ronato "Ronnie" Cafaro, Sr.

Anthony A. DiMuccio, Sr.

Ralph R. Bello

Lucy Scalma

Armando V. Sabitoni

Albert Nota

Faustino M. Rocha, Jr.

Benjamin John "Benny" Lopes

Peter W. Rawlings

Francis L. "Frank" Benedetti

Martin Martel

Mary E. "Lena" Rawdon

June E. Chiavaroli

Alfred J. Husband, Jr.

Ernest E. Trafford

**Severally Read and Collectively Passed, by a Unanimous Rising Vote, on motion of COUNCILMAN IGLIOZZI, seconded by COUNCILWOMAN DIRUZZO.**

**The motion for Passage, Unanimously is Sustained.**

## CONVENTION

The City Council will convene in the  
Chamber of the City Council, City Hall, on  
THURSDAY, JANUARY 18, 1996 at 7:30  
o'clock P.M. (E.S.T.).

*Jean M. Angelone*

**First Deputy City Clerk**



January 4]

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January 4]

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