

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

JUL 21 2022

APPROVED:

Ina L. Matheson CLERK

ACTING

CITY COUNCIL

JOURNAL OF PROCEEDINGS

No. 21 City Council Regular Council Meeting, Thursday, July 7, 2022, 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, COUNCILORS KERWIN, MILLER, COUNCILWOMAN RYAN, COUNCILOR SALVATORE, COUNCILMEN TAYLOR AND VARGAS – 12.

ABSENT: COUNCILWOMEN HARRIS, LAFORTUNE AND COUNCILMAN NARDUCCI – 3.

ALSO PRESENT: TINA L. MASTROIANNI, ACTING CITY CLERK, DONNA M. PELIGIAN, SECOND DEPUTY CITY CLERK, CLAIRE E. GIRARD, ASSISTANT CLERK, HUASCAR BEATO, CITY SERGEANT AND JEFFREY DANA, CITY SOLICITOR

INVOCATION

The Invocation is given by **COUNCILOR DAVID A. SALVATORE**.

"Lord, as we celebrate this Independence Day week, we ask You to remember those who are less fortunate, those who are suffering, those who are sick and our most vulnerable residents throughout the City of Providence. As we celebrate this Independence Day we ask that You keep our residents of the City of Providence and the State of Rhode Island and all Americans safe. We ask you for these things in Your name Jesus Christ. Amen."

NATIONAL ANTHEM

BUTCH TAVARES Sings the National Anthem.

PLEDGE OF ALLEGIANCE

COUNCILWOMAN JO-ANN RYAN Leads the Members of the City Council and the Assemblage in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

Journal of Proceeding No. 18 of the Special Meeting of the City Council held June 13, 2022; Journal of Proceedings No. 19 of the Regular Meeting of the City Council held June 16, 2022 and Journal of Proceedings No. 20 of the Special Meeting of the City Council held June 16, 2022.

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

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

APPOINTMENTS BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated June 30, 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 Section 42-63.1-11 of the Rhode Island General Laws, he is this day re-appointing **Scott A. Williams**, General Manager of the Graduate Hotel in Providence, Rhode Island to the **Greater Providence-Warwick Convention and Visitors Bureau**, for a term to expire on June 30, 2025.

Communication from His Honor the Mayor, dated June 30, 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 Section 42-63.1-11 of the Rhode Island General Laws, he is this day re-appointing **Farouk Rajab**, General Manager of the Providence Marriott Downtown Hotel, to the **Greater Providence-Warwick Convention and Visitors Bureau**, for a term to expire on June 30, 2025.

COUNCILMAN TAYLOR Moves to Waive the Reading of items 4 and 5, Seconded by COUNCILMAN CORREIA.

COUNCIL PRESIDENT IGLIOZZI Receives the Several Communications.

RESULT: RECEIVED

ORDINANCE(S) SECOND READING

The Following Ordinances were in City Council June 16, 2022, 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 by and between the City of Providence, a Rhode Island municipal corporation ("City") and 8 Hewitt Street, LLC ("Hewitt Street").

WHEREAS, 8 Hewitt Street, LLC ("Project Owner") is the owner of certain real property located in the City at 10 Hewitt Street, Assessor's Plat 28, Lot 1080; and

WHEREAS, Project Owner has proposed and committed to construct a 24-unit residential building, wherein several of the units will be workforce housing, thus returning the property to productive residential use; and

WHEREAS, 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 XVIII, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) An improvement in the physical plant of the City that will result in a long-term economic benefit to the City or state;
- (B) The willingness of Project Owner to construct new or to replace, reconstruct, convert, expand, retain, or remodel buildings, facilities, fixtures, machinery, or equipment, resulting in an increase or maintenance in plant, residential housing, or commercial building investment by the Project Owner.

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 10 Hewitt Street, Assessor's Plat 28, Lot 1080.

"Property Owner" shall mean any entity with a recorded 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 ten year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term (“Term”) shall be the period commencing on December 31, 2021 and terminating on December 31, 2027. (Tax Years 2022-2028).

Section 2.3. Plan. During the Term, 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, is as follows: for the first two tax years of the stabilization term, the Property Owner shall make a tax payment equal to the \$300,000 multiplied by the then-current 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 taxes due and owing on the difference between the Base Assessment and 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 Term and in accordance with the tax stabilization plan outlined therein, 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 Term and in accordance with the tax stabilization plan outlined herein, stabilized tax payments shall be an obligation of the Property Owner.

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 stabilization, an Agreement formed hereunder, or otherwise.

Section 2.7. Recording of Agreement, Running with Land. The Property Owner shall cause this stabilization and the certification in Section 9.4 to be recorded at its expense in the City’s official public land evidence records. This recording shall be construed to provide a complete additional alternative method under contract law for the securitization of payments due and owing under this stabilization and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

SECTION 3. ADDITIONAL REQUIREMENTS OF STABILIZED PROJECTS.

Section 3.1. Commencement of Performance. Construction or rehabilitation shall commence within twelve (12) months, and the Property Owner shall obtain a Certificate of Occupancy from the Department of Inspections and Standards within twenty-four (24) months of the effective date of said agreement. Property Owners who fail to meet either of these deadlines will be required to retroactively pay the difference between their actual stabilized tax payments and what they would have paid if ineligible for the specified tax considerations. The owner may, twelve (12) months prior to the applicable deadline, submit a request to the city council for approval of an extension to such applicable deadline.

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.

Section 3.3. MBE/WBE. During the Term, the Property Owner shall comply with any and all requirements under Chapter 21, Article II, Section 52 of the Providence Code of Ordinances as it pertains to Minority and Women Business Enterprises.

Section 3.4. 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 3.5. First Source. During the Term, the Property Owner shall enter into a First Source Agreement with the Director of First Source Providence in accordance with Chapter 21 Article III1/2 of the Providence Code of Ordinances, including at least one (1%) percent of the total amount of discounted taxes to be directed to the first source trust fund, per Section 21-95.

Section 3.6. Equal Employment. During the Term, the Property Owner shall work with the City's Office of Human Resources, Division of Equal Employment Opportunity to ensure the City's goals to prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin are met. Moreover, the Property Owner will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Section 3.7. "Buy Providence" Initiative. During the Term, the Property Owner shall use best efforts to ensure that construction materials are purchased from economically competitive and qualified vendors located in the city of Providence. In furtherance of this effort, the 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 project. Furthermore, once the Property Owner constructs the development, the Property Owner will use good faith efforts to conduct ongoing business with and provide preference to economically competitive and qualified Providence businesses.

Section 3.8. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by all trade construction contractors and subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. for craft employed. Additionally, the Property Owner shall ensure that all bidding documents for the work to be performed on the Eligible Project includes express and conspicuous language evidencing the requirement found in this sub-section.

As part of its contract with the construction manager and/or general contractor, the Property Owner shall require that not less than ten (10) percent of the total hours worked by the contractors' and subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs. Failure to comply with or meet the requirements of this subsection shall be a material violation of the owner's obligations under this chapter.

The Property Owner, its Prime Contractor, or any other person/entity authorized by the Property Owner, may petition the City of Providence's Director of Planning and Development, or his/her designee to adjust the requirements found in this subsection to a lower percentage upon a showing that:

- (A) 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) The size and scope of the work will not allow for the contractor to comply with apprenticeship ratio requirements for the craft affected; or
- (C) For any other non-economic justifiable reason that demonstrates good cause.

Accompanying the petition mentioned in this sub-section, the petitioning entity must provide contemporary evidence of the efforts taken to comply with this section, including but not limited to the bidding and responsive documents for the scopes of work for which the petitioning entity is seeking an exemption.

Section 3.9. Project Compliance. This stabilization shall in no way confer that the underlying project (construction or rehabilitation) is either compliant with the Providence Zoning Ordinance or has received the necessary approvals from any board or commission, including (but not limited to) the Historic District Commission, the Downtown Design Review Committee, the Capital Center Commission, the City Plan Commission, the Zoning Board of Review, or the I-195 Redevelopment Commission (as applicable).

Section 3.10. Prohibited and Restricted Uses. The following uses, as defined by Chapter 27 of the Providence Code of Ordinances, shall not be permitted on the Property during the Term: Adult use (including adult bookstore/retail, adult arcade, adult cabaret, adult motion picture theater, and adult hotel/motel), compassion center or cultivation center, contractor storage yard, fraternity or sorority, landfill, materials processing of scrap metal, storage yard (outdoor), and the retail use for gun stores, payday lending, or check-cashing operations. The following uses, as defined by Chapter 27 of the Providence Code of Ordinances, shall not exceed twenty-five percent (25%) of the usable square footage of the Property during the Term: bar, nightclub, and retail sales of alcohol.

Section 3.11. City of Providence Parks and Recreation Trust Fund. The Property Owner shall make annual payments to the Fund in the amount of seven percent (7%) of the estimated total of taxes abated (as shown in the Tax Assessor's Fiscal Note) amortized over the Term. Notwithstanding anything mentioned in this subsection, the Property Owner shall pay \$1,000.00 in the Fund annually in the tax years in which the Property Owner pays a base assessment tax. Said annual payments will be payable within thirty (30) days of receipt of an invoice for the same from the Office of the Tax Assessor. If, for any reason, this Ordinance is retroactively revoked, payments to the fund shall remain and will not be forfeited due to a default.

Section 3.12. 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 stabilization.

SECTION 4. TRANSFER OF PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during any of the tax stabilization terms as defined in Section 2 above and in accordance with the tax stabilization plan outlined therein, without regard to any transfer of the Property. Additionally, in accordance with Section 2.7, the burdens and benefits of this stabilization 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 must provide prior written notice to the City before any transfer of the Property so that the City may make a determination, in its sole discretion, as to whether or not this stabilization will continue.

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

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

SECTION 5. ANNUAL PROGRESS REPORT.

Section 5.1. Reporting Generally. The Property Owner shall provide monthly reports to the City Council, or the Council's designee, and in such instance that the Property is within the jurisdiction of the I-195 Commission then the Commission as well, on its progress in complying with the provisions of this stabilization.

Section 5.2. Reporting Requirements. The reporting format shall be provided by the City Council of Providence in its sole discretion to document construction-based employment information and demographics related to the terms of this stabilization. If the Property Owner, its developer and/or other person/entity authorized by the Property Owner, does not timely submit their monthly reports to the City Council, or its designee, the City Council or its designee shall notify the Property Owner. The Property Owner shall have ten (10) days thereafter to provide the information to the City or its designee. The project site owner, the Director of Planning and Development, the Director of First Source, and a representative of the third-party entity monitoring apprenticeship requirements shall annually report to the City Council on progress in complying with the provisions of this stabilization, including but not limited to, sections 2 and 3. Specifically, its report shall include a performance report on construction or rehabilitation with evidence of final construction costs, status of stabilized tax payments, and evidence of compliance with Section 3. Upon receipt and review, the City Council may require and request additional information.

SECTION 6. DEFAULT.

The following events shall constitute an event of default:

- (A) Failure of the Property Owner to pay any amount due under or with respect to Section 2; or
- (B) Failure of the Property Owner to record a Notice of this stabilization as required by and in accordance with Section 2 or 8.4; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3; or
- (D) Failure of the Property Owner to annually report as required by Section 5; 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 stabilization; or
- (G) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this stabilization; or
- (H) 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
- (I) 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. In event of potential Default (as defined in Section 6), the City Solicitor (or outside counsel hired by the City Council) shall provide written notice to the Property Owner of such potential Event of Default ("First Notice") and notify the Property Owner that it shall have sixty (60) days, from the date the Notice herein is sent, to cure any Event of Default pursuant to this stabilization ("Initial Cure Period"). If said Event of Default is not cured within the Initial Cure Period, then the City Solicitor (or outside counsel hired by the City Council) shall notify the Property Owner in writing ("Second Notice") that this stabilization is terminated and that a bill will be sent out by the Tax Assessor sixty (60) days from the date of the Second Notice. Said bill will be for the abated taxes to date and those amounts including, but not limited to, any amounts of taxes due and owing but not paid, interest, penalties, assessments, and fees associated therewith ("Delinquency Bill").

The Property Owner may petition the City Council in writing for additional time beyond the Initial Cure Period in order to cure any alleged Event of Default ("Extended Cure Period"). Once filed with the City Clerk, a petition requesting an Extended Cure Period will toll the time period between the Second Notice and the issuance of the Delinquency Bill until the petition is either approved, denied, or withdrawn. An indefinite continuance shall constitute a denial.

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: 8 Hewitt Street, LLC
 Michael Lemoi
 334 Carpenter Street
 Providence, RI 02909

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Collection of Taxes. At any time during the Term, 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 stabilization to collect stabilized taxes due and owing in accordance with the tax stabilization plan and/or to collect any retroactive taxes.

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 General Laws. Rather, this stabilization 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 stabilization 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.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 Severability. The sections of this stabilization 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 9.2. Applicable Law. This stabilization 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 9.3. Entire Agreement; Amendments. This stabilization and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner. This stabilization shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this stabilization. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties, and passed by City Council.

Section 9.4. Effective Date. This stabilization shall take effect upon passage of this Ordinance by the Providence City Council, approval by the Mayor (or the Ordinance otherwise becoming effective), and notarized execution and recordation of this Ordinance and the statement found in Exhibit B by the Property Owner and all individuals or entities with a fee or leasehold interest in the Property.

COUNCILWOMAN LAFORTUNE

An Ordinance Establishing a Tax Stabilization Agreement for Matilda Pines, LLC, located at 47 Matilda Street.

WHEREAS, Matilda Pines, LLC (“Project Owner”) is the owner of certain real property located in the City at 47 Matilda Street, Assessor’s Plat 75, Lot 297; and

WHEREAS, Project Owner has proposed and committed to construct a 16-unit residential building, thus returning the property to productive residential use according to a plan already submitted to the City; and

WHEREAS, 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 XVIII, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) An improvement in the physical plant of the City that will result in a long-term economic benefit to the City or state;
- (B) The willingness of Project Owner to construct new or to replace, reconstruct, convert, expand, retain, or remodel buildings, facilities, fixtures, machinery, or equipment, resulting in an increase or maintenance in plant, residential housing, or commercial building investment by the Project Owner.

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 47 Matilda Street, Assessor’s Plat 75, Lot 297.

“Property Owner” shall mean any entity with a recorded 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 ten year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term (“Term”) shall be the period commencing on December 31, 2021 and terminating on December 31, 2030. (Tax Years 2022-2031).

Section 2.3. Plan. During the Term, 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, is as follows: for the first two tax years of the stabilization term, the Property Owner shall make a tax payment equal to \$42,800 multiplied by the then-current 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 taxes due and owing on the difference between the Base Assessment and 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 Term and in accordance with the tax stabilization plan outlined therein, 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 Term and in accordance with the tax stabilization plan outlined herein, stabilized tax payments shall be an obligation of the Property Owner.

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 stabilization, an Agreement formed hereunder, or otherwise.

Section 2.7. Recording of Agreement, Running with Land. The Property Owner shall cause this stabilization and the certification in Section 9.4 to be recorded at its expense in the City's official public land evidence records. This recording shall be construed to provide a complete additional alternative method under contract law for the securitization of payments due and owing under this stabilization and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

SECTION 3. ADDITIONAL REQUIREMENTS OF STABILIZED PROJECTS.

Section 3.1. Commencement of Performance. Construction or rehabilitation shall commence within twelve (12) months, and the Property Owner shall obtain a Certificate of Occupancy from the Department of Inspections and Standards within twenty-four (24) months of the effective date of said agreement. Property Owners who fail to meet either of these deadlines will be required to retroactively pay the difference between their actual stabilized tax payments and what they would have paid if ineligible for the specified tax considerations. The owner may, twelve (12) months prior to the applicable deadline, submit a request to the city council for approval of an extension to such applicable deadline.

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.

Section 3.3. MBE/WBE. During the Term, the Property Owner shall comply with any and all requirements under Chapter 21, Article II, Section 52 of the Providence Code of Ordinances as it pertains to Minority and Women Business Enterprises.

Section 3.4. 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 3.5. First Source. During the Term, the Property Owner shall enter into a First Source Agreement with the Director of First Source Providence in accordance with Chapter 21 Article III1/2 of the Providence Code of Ordinances, including at least one (1%) percent of the total amount of discounted taxes to be directed to the first source trust fund, per Section 21-95.

Section 3.6. Equal Employment. During the Term, the Property Owner shall work with the City's Office of Human Resources, Division of Equal Employment Opportunity to ensure the City's goals to prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin are met. Moreover, the Property Owner will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Section 3.7. “Buy Providence” Initiative. During the Term, the Property Owner shall use best efforts to ensure that construction materials are purchased from economically competitive and qualified vendors located in the city of Providence. In furtherance of this effort, the 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 project. Furthermore, once the Property Owner constructs the development, the Property Owner will use good faith efforts to conduct ongoing business with and provide preference to economically competitive and qualified Providence businesses.

Section 3.8. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by all trade construction contractors and subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. for craft employed. Additionally, the Property Owner shall ensure that all bidding documents for the work to be performed on the Eligible Project includes express and conspicuous language evidencing the requirement found in this sub-section.

As part of its contract with the construction manager and/or general contractor, the Property Owner shall require that not less than ten (10) percent of the total hours worked by the contractors’ and subcontractors’ employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs. Failure to comply with or meet the requirements of this subsection shall be a material violation of the owner’s obligations under this chapter.

The Property Owner, its Prime Contractor, or any other person/entity authorized by the Property Owner, may petition the City of Providence’s Director of Planning and Development, or his/her designee to adjust the requirements found in this subsection to a lower percentage upon a showing that:

- (A) 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) The size and scope of the work will not allow for the contractor to comply with apprenticeship ratio requirements for the craft affected; or
- (C) For any other non-economic justifiable reason that demonstrates good cause.

Accompanying the petition mentioned in this sub-section, the petitioning entity must provide contemporary evidence of the efforts taken to comply with this section, including but not limited to the bidding and responsive documents for the scopes of work for which the petitioning entity is seeking an exemption.

Section 3.9. Project Compliance. This stabilization shall in no way confer that the underlying project (construction or rehabilitation) is either compliant with the Providence Zoning Ordinance or has received the necessary approvals from any board or commission, including (but not limited to) the Historic District Commission, the Downtown Design Review Committee, the Capital Center Commission, the City Plan Commission, the Zoning Board of Review, or the I-195 Redevelopment Commission (as applicable).

Section 3.10. Prohibited and Restricted Uses. The following uses, as defined by Chapter 27 of the Providence Code of Ordinances, shall not be permitted on the Property during the Term: Adult use (including adult bookstore/retail, adult arcade, adult cabaret, adult motion picture theater, and adult hotel/motel), compassion center or cultivation center, contractor storage yard, fraternity or sorority, landfill, materials processing of scrap metal, storage yard (outdoor), and the retail use for gun stores, payday lending, or check-cashing operations. The following uses, as defined by Chapter 27 of the Providence Code of Ordinances, shall not exceed twenty-five percent (25%) of the usable square footage of the Property during the Term: bar, nightclub, and retail sales of alcohol.

Section 3.11. City of Providence Parks and Recreation Trust Fund. The Property Owner shall make annual payments to the Fund in the amount of seven percent (7%) of the estimated total of taxes abated (as shown in the Tax Assessor's Fiscal Note) amortized over the Term. Notwithstanding anything mentioned in this subsection, the Property Owner shall pay \$1,000.00 in the Fund annually in the tax years in which the Property Owner pays a base assessment tax. Said annual payments will be payable within thirty (30) days of receipt of an invoice for the same from the Office of the Tax Assessor. If, for any reason, this Ordinance is retroactively revoked, payments to the fund shall remain and will not be forfeited due to a default.

Section 3.12. 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 stabilization.

SECTION 4. TRANSFER OF PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during any of the tax stabilization terms as defined in Section 2 above and in accordance with the tax stabilization plan outlined therein, without regard to any transfer of the Property. Additionally, in accordance with Section 2.7, the burdens and benefits of this stabilization 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 must provide prior written notice to the City before any transfer of the Property so that the City may make a determination, in its sole discretion, as to whether or not this stabilization will continue.

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

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

SECTION 5. ANNUAL PROGRESS REPORT.

Section 5.1. Reporting Generally. The Property Owner shall provide monthly reports to the City Council, or the Council's designee, and in such instance that the Property is within the jurisdiction of the I-195 Commission then the Commission as well, on its progress in complying with the provisions of this stabilization.

Section 5.2. Reporting Requirements. The reporting format shall be provided by the City Council of Providence in its sole discretion to document construction-based employment information and demographics related to the terms of this stabilization. If the Property Owner, its developer and/or other person/entity authorized by the Property Owner, does not timely submit their monthly reports to the City Council, or its designee, the City Council or its designee shall notify the Property Owner. The Property Owner shall have ten (10) days thereafter to provide the information to the City or its designee. The project site owner, the Director of Planning and Development, the Director of First Source, and a representative of the third-party entity monitoring apprenticeship requirements shall annually report to the City Council on progress in complying with the provisions of this stabilization, including but not limited to, sections 2 and 3. Specifically, its report shall include a performance report on construction or rehabilitation with evidence of final construction costs, status of stabilized tax payments, and evidence of compliance with Section 3. Upon receipt and review, the City Council may require and request additional information.

SECTION 6. DEFAULT.

The following events shall constitute an event of default:

- (A) Failure of the Property Owner to pay any amount due under or with respect to Section 2; or
- (B) Failure of the Property Owner to record a Notice of this stabilization as required by and in accordance with Section 2 or 8.4; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3; or
- (D) Failure of the Property Owner to annually report as required by Section 5; 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 stabilization; or
- (G) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this stabilization; or
- (H) 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
- (I) 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. In event of potential Default (as defined in Section 6), the City Solicitor (or outside counsel hired by the City Council) shall provide written notice to the Property Owner of such potential Event of Default ("First Notice") and notify the Property Owner that it shall have sixty (60) days, from the date the Notice herein is sent, to cure any Event of Default pursuant to this stabilization ("Initial Cure Period"). If said Event of Default is not cured within the Initial Cure Period, then the City Solicitor (or outside counsel hired by the City Council) shall notify the Property Owner in writing ("Second Notice") that this stabilization is terminated and that a bill will be sent out by the Tax Assessor sixty (60) days from the date of the Second Notice. Said bill will be for the abated taxes to date and those amounts including, but not limited to, any amounts of taxes due and owing but not paid, interest, penalties, assessments, and fees associated therewith ("Delinquency Bill").

The Property Owner may petition the City Council in writing for additional time beyond the Initial Cure Period in order to cure any alleged Event of Default ("Extended Cure Period"). Once filed with the City Clerk, a petition requesting an Extended Cure Period will toll the time period between the Second Notice and the issuance of the Delinquency Bill until the petition is either approved, denied, or withdrawn. An indefinite continuance shall constitute a denial.

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: Matilda Pines, LLC
 c/o Joelle Rocha, Esq.
 321 South Main Street, Suite 400
 Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Collection of Taxes. At any time during the Term, 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 stabilization to collect stabilized taxes due and owing in accordance with the tax stabilization plan and/or to collect any retroactive taxes.

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 General Laws. Rather, this stabilization 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 stabilization 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 and -27, as it pertains to the Tax Payments due and owing pursuant to this stabilization, unless there is a loss of use of the Property as a result of fire, flood, earthquake, or other act of God. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this stabilization.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1 Severability. The sections of this stabilization 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 9.2. Applicable Law. This stabilization 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 9.3. Entire Agreement; Amendments. This stabilization and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owner. This stabilization shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this stabilization. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties, and passed by City Council.

Section 9.4. Effective Date. This stabilization shall take effect upon passage of this Ordinance by the Providence City Council, approval by the Mayor (or the Ordinance otherwise becoming effective), and notarized execution and recordation of this Ordinance and the statement found in Exhibit B by the Property Owner and all individuals or entities with a fee or leasehold interest in the Property.

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	12.5%
Year 4	25%
Year 5	37.5%
Year 6	50%
Year 7	62.5%
Year 8	75%
Year 9	87.5%
Year 10	95%
Year 11	Taxation Resumes at Full Value Assessment

As a reminder, for a given tax year during the Term, the payment due is:

$$\text{Base Assessment Tax} + (\% \text{ above}) \times (\text{Full assessed value} - \text{Base Assessment}) \times (\text{Tax rate})$$

Exhibit B

The undersigned, their successors, descendants, subsequent purchasers, and assigns, in exchange for the benefits of the tax stabilization offered by the Providence City Council, explicitly agree to abide by and be bound by the terms of that stabilization, which is attached hereto. Without limiting the foregoing, this includes the waiver of the rights to appeal taxes as stated in Section 8.4.

COUNCILMAN TAYLOR Moves to Waive the Reading of items 6 and 7 and Moves Passage of the Several Ordinances the Second Time, Seconded by COUNCILMAN CORREIA.

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

The Motion for Passage the Second Time is Sustained.

PRESENTATION OF ORDINANCES

COUNCILWOMAN RYAN

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

COUNCILMAN CORREIA AND COUNCILWOMAN RYAN

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 Ninety Two Million Four Hundred Eighty Thousand Forty One Dollars (\$92,480,041), for the support of the Providence Water Supply Board Operating Budget 2022-2023 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.

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.

PRESENTATION OF RESOLUTIONS

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.

Avanceon	\$1,500,000.00
(Providence Water)	

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.

SpryPoint Services, Inc. \$2,899,119.00
(Providence Water)

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)

Resolution Authorizing Approval of the following Contract Extension by the Board of Contract and Supply in accordance with Section 21-26(b)(2) of the Code of Ordinances.

Jimmy Chiu \$30,000.00
(Information Technology)

COUNCILMAN TAYLOR Moves to Waive the Reading of items 8 through 26, Seconded by COUNCILMAN CORREIA.

COUNCIL PRESIDENT IGLIOZZI Refers the Several Ordinances and Resolutions to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

COUNCIL PRESIDENT IGLIOZZI

Resolution Authorizing the City of Providence to Finance a Contribution towards the Unfunded Pension Liability of the Employee Retirement System of the City of Providence by the Issuance of Bonds in a Principal Amount not to Exceed \$515,000,000.00.

RESOLVED, That:

SECTION 1. In accordance with the vote of the electors of the City of Providence (the “City”) at the election held on June 7, 2022 at which the electors approved the issuance of not more than \$515,000,000 general obligation bonds, an amount not to exceed \$515,000,000, is hereby appropriated to finance a contribution towards the unfunded pension liability of the employee retirement system.

SECTION 2. Pursuant to Chapter 28 and Chapter 29 of the Local Acts of 2022 (the “Enabling Acts”) the Mayor and City Treasurer be and hereby are authorized to issue on behalf of the City, an amount not exceeding Five Hundred Fifteen Million (\$515,000,000) general obligation bonds of the City in order to meet the foregoing appropriation.

SECTION 3. 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 may be fixed by the officers authorized to sign the bonds, provided however, that the bonds shall be sold at a “true interest cost”, as defined in the Enabling Acts, not in excess of four and nine tenths percent (4.9%) and shall otherwise comply with the terms, conditions and details set forth in the Enabling Acts.

SECTION 4. Pending the issuance of the bonds under Section 2 hereof, the City Treasurer, at the written direction of the City Council, may expend funds from the general treasury of the City or other monies on hand for the purposes specified in the Enabling Acts. Any advances made under this section shall be repaid without interest from the proceeds of the bonds issued hereunder or from the proceeds of applicable federal or state assistance or from other available funds.

SECTION 5. The Mayor and City Treasurer are also authorized, empowered and directed, on behalf of the City, to: (i) execute, acknowledge and deliver any and all other documents, certificates or instruments necessary to effectuate such borrowing, including, without limitation, a Preliminary Official Statement, a final Official Statement, all in such form and with such provisions as such officer shall deem advisable; (ii) amend, modify or supplement the bonds and any and all other 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) 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 resolution in order to effectuate said borrowing and the intent hereof.

SECTION 6. The Director of Finance is 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 a Continuing Disclosure Certificate in connection with the bonds in the form as shall be deemed advisable by the Director of Finance 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 Continuing Disclosure Certificate, as it may be amended from time to time. Notwithstanding any other provision of this resolution or the bonds, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and under the Continuing Disclosure Certificate.

SECTION 7. In accordance with the Enabling Acts, the City Council hereby authorizes the establishment of a contingency reserve fund (the "CRF"), which shall be separate from any other reserve or fund of the City. The CRF may be funded with proceeds of the bonds, and in addition shall be funded by payments, subject to appropriation of funds, of amounts equal to the dollar amount computed by subtracting the City's annual payments of principal and interest on the bonds from the amount of \$93.6 million dollars, which is the City's actuarially determined contribution for the fiscal year ended June 30, 2022, until the balance of the CRF reaches \$51.5 million. Amounts in the CRF shall be invested by the City Board of Investment Commissioners established pursuant to section 815 of the City's Home Rule Charter in investments which are legal for investment by the State Investment Commission pursuant to chapter 10 of title 35 of the Rhode Island General Laws, or in one or more investment pools established pursuant to chapter 10.2 of title 35 of the Rhode Island General Laws. Thereafter, the City shall, subject to appropriation of funds, maintain a balance in the CRF equal to the lesser of \$51.5 million or ten percent (10%) of the outstanding principal balance of the bonds (the "CRF Reserve Requirement"). In accordance with the Enabling Acts, amounts in the CRF are permitted to be applied only to make contributions to the retirement system, to pay principal and interest on the bonds, and to redeem bonds.

SECTION 8. To the extent that the Mayor and the City Treasurer determine, after consultation with the City's municipal financial advisor and the underwriters of the bonds, that there will be a financial benefit to the City in escrowing or segregation of City taxes as permitted by the Enabling Acts, the City Council hereby authorizes that a portion of the City's general real property taxes, tangible property taxes and motor vehicle excise taxes (if any), may be escrowed, segregated or separately deposited for the payment of principal and interest on the bonds, making contributions to the retirement system and making deposits to the CRF described in Section 8 of this resolution. The Mayor and the City Treasurer are hereby authorized to enter into escrow agreements, intercept arrangements, and other banking arrangements to effectuate the intent of this Section. The Tax Assessor is authorized to include provisions for allocation of such general taxes in tax bills. This Section 8 does not authorize any new or special taxes, but rather, the escrow or segregation of general taxes authorized under existing law.

SECTION 9. As required by the Enabling Acts, the sum of ten million dollars (\$10,000,000) is hereby appropriated to fund a deposit into one or more restricted and segregated accounts to be held in trust by the City Director of Finance, together with any income accruing thereon, to be applied solely for the purpose of funding employee benefit plans that provide post-employment benefits other than pensions ("OPEB") and expenses of the plans. As required by the Enabling Acts, not later than July 1, 2023, the City Board of Investment Commissioners shall, and is hereby authorized to, enter into one or more formal OPEB trust arrangements. Pending the establishment of the formal OPEB trust arrangements, the City Director of Finance may disburse not more than 5% of the monies held in the segregated account or accounts to reimburse the City for current or past OPEB payments, to pay healthcare providers or premiums directly, to reimburse or pay eligible plan participants, or to pay for expenses of the plans.

SECTION 10. This resolution shall take effect upon its passage.

COUNCILMAN TAYLOR Moves to Waive the Reading of item number 27 and substitute, Seconded by COUNCILMAN CORREIA.

COUNCILMAN TAYLOR Moves to Pass item number 27, As Amended, Seconded by COUNCILMAN CORREIA, by the following Roll Call Vote:

RESULT:	PASSED [11 TO 1]
MOVER:	Councilman Taylor
SECONDER:	Councilman Correia
AYES:	Council President Igliozi, Councilwomen Anthony, Castillo, Councilmen Correia, Espinal, Goncalves, Councilors Kerwin, Miller, Councilwoman Ryan, Councilor Salvatore, Councilmen Taylor and Vargas – 11.
NAYES:	Councilor Salvatore – 1.
ABSENT:	Councilwomen Harris, LaFortune and Councilman Narducci – 3.

The Motion for Passage, As Amended is Sustained.

COUNCILMAN ESPINAL

Resolution Establishing a Ceremonial Designation along the entirety of Mystic Street as "Elder Nathaniel Witcher Way".

AT EASE

RECONVENTION

COUNCILMAN TAYLOR Moves to Waive the Reading of item number 28, Seconded by COUNCILMAN CORREIA.

COUNCIL PRESIDENT IGLIOZZI Refers the Resolution to the Committee on Urban Redevelopment, Renewal and Planning.

RESULT:	REFERRED
TO:	Committee on Urban Redevelopment, Renewal and Planning

COUNCILMAN GONCALVES

Resolution Requesting the Traffic Engineer to cause Maxons Lane from John Street to Arnold Street to become a “One-Way” in the southerly direction toward Arnold Street and add a stop sign.

RESOLVED, That the City Council of the City of Providence hereby requests that the City Traffic Engineer cause Maxons Lane from John Street to Arnold Street to become a “One-Way” in the southerly direction toward Arnold Street and add a stop sign.

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

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

The Motion for Passage is Sustained.

FROM THE CLERK'S DESK

Petitions for Compensation for Injures and Damages, viz:

Antonia Melo
(Lisette M. Gomes, Esquire)
Selective Insurance Company of America
a/s/o Andrew Tolley
Macari and Macari, Ltd.
Isidro De Leon Rios
(Rainer Randell, Esquire)
Luis Lopez Madrid
(Wayne G. Resmini, Esquire)
Carlo Lucciola Jr.
Kenneth Brown
Richard J. Delfino, III on behalf minor son Luca M. Delfino
(Jacqueline M. Grasso, Esquire)
Paulina Panciera
Justin Figueroa
Ithran C. Tucker
Maria I. Goncalves
Vincent Cirelli III
Mark Hawkins
Frank Macera
Raymond Smith
Eudia Mendez on behalf minor Amy De Jesus Mendez
Robert H. Sloan Jr.
MAPFRE Insurance
a/s/o Ramon and Elian Rivera
James Stewart
Lynn Holstein
Carolyn Brown
(Andrew O. Resmini, Esquire)
Amica Mutual Insurance Company
a/s/o John J. Mc Niff
Cynthia Cruz-Diaz
(Christopher E. Fay, Esquire)

COUNCILMAN TAYLOR Moves to Waive the Reading of item number 30, Seconded by COUNCILMAN CORREIA.

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 Kathy Placencia, Administrator of Elections, dated June 21, 2022, submitting the official election results from the June 7, 2022 Special Referendum Election, pursuant to Rhode Island General Laws 17-22-5.2.

COUNCILMAN TAYLOR Moves to Waive the Reading of item number 31, Seconded by COUNCILMAN CORREIA.

COUNCIL PRESIDENT IGLIOZZI Receives the foregoing Communication.

RESULT: RECEIVED

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:

Emma Lacey Narducci, in recognition of the celebration of her graduation from Kindergarten.

Maryuri Barrientos, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!

We commend you for your hard work and persistence to reach your life goals!

Yelitza Montesino, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!

We commend you for your hard work and persistence to reach your life goals!

Lina De La Cruz, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!

We commend you for your hard work and persistence to reach your life goals!

Luisa Vasquez, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!

We commend you for your hard work and persistence to reach your life goals!

Sara Jackson, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Aristides Tejeda, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Angela Morales Travieso, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Zaira Guarcas, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Ariel Troncoso, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Nehemie Bonne Annee, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Rodrigo Tejada, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Bianca Duran, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Maria Gonzalez, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Ariana Botelho, College Visions, in recognition of the celebration of her Graduation,
congratulations on reaching such an amazing life milestone!
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Stephanie Cuterez, College Visions, in recognition of the celebration of her Graduation,
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Crollysbet Rodriguez, College Visions, in recognition of the celebration of her Graduation,
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Ying Wu College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!

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Keiry Hiraldo, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Ganesh Chhetri, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Kaitlyn Graves, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Juliana Alcantara, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Kadie Carter, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Merlyz Quezada, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Dina Louis, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Darlene Silva, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Jonathan Ricaldy, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!

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Julandry Almonte, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Latifat Odetunde, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!

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Fareed Balogun, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Teyana Santos, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Ailani Peralta, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Alexandra Nokeo, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Andrez Malonado, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Badhan Hasan, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Carolyn Perez, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Cecilia Santos, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Christian Ralde, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Christina Gomes, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Cindy Pena, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Deleonya Brown, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Dilara Ozdemir, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Dominique Salazar, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Edgar Vargas, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Eimy Martinez, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Elizabeth Dayana Mejia, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Emily Torrez, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Evelin Dayana Perez Lopera, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Faith Youe, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Gabriel Alejandro Lopez, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Irfaan Mayaleeke, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Ivan Barrientos, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Jaden Lee Hernandez, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Jamiy Deburgo, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Jassell Mileidy Medina, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Jennifer Navarro, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Jose Corporan-Jerez, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Joyce London, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Katrina Rose, Barboza College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Kevin Jegede, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Laisha Rodriguez, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Maleia Loy, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone! We commend you for your hard work and persistence to reach your life goals!

Oluwatimilehin Salami, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
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Patrice Buwee, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Rashel Duran, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Rene Vargas, College Visions, in recognition of the celebration of her Graduation,
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Sami Ahmad Kalahji, College Visions, in recognition of the celebration of her Graduation,
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Sara Sandoval, College Visions, in recognition of the celebration of her Graduation,
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Sidra Tobal Hamo, College Visions, in recognition of the celebration of her Graduation,
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Stefanie Paz, College Visions, in recognition of the celebration of her Graduation,
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Stephanie Huayta, College Visions, in recognition of the celebration of her Graduation,
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Suelyl Barros Pires, College Visions, in recognition of the celebration of her Graduation,
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Tatiana Arevalo, College Visions, in recognition of the celebration of her Graduation,
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Thamia Victoria Perez, College Visions, in recognition of the celebration of her Graduation,
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Valeria Uribe Calderon, College Visions, in recognition of the celebration of her Graduation,
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Vanessa Ayala, College Visions, in recognition of the celebration of her Graduation,
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Wilder Rosales, College Visions, in recognition of the celebration of his Graduation,
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Yasmin Tavaras, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Yoselin Tavaraz, College Visions, in recognition of the celebration of her Graduation, congratulations on reaching such an amazing life milestone!
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Zachary Hatam Kosto, College Visions, in recognition of the celebration of his Graduation, congratulations on reaching such an amazing life milestone!
We commend you for your hard work and persistence to reach your life goals!

Joseph Marinello, LaSalle Academy, in recognition of volunteering his time and working diligently to make the Friends of Mt. Pleasant Community Library Annual Fundraiser a success.

Somadina Amaechina, LaSalle Academy, in recognition of volunteering her time and working diligently to make the Friends of Mt. Pleasant Community Library Annual Fundraiser a success.

Alanna Lemoi, LaSalle Academy, in recognition of volunteering her time and working diligently to make the Friends of Mt. Pleasant Community Library Annual Fundraiser a success.

Lauren Lemoi, LaSalle Academy, in recognition of volunteering her time and working diligently to make the Friends of Mt. Pleasant Community Library Annual Fundraiser a success.

Tawyyibab Ali, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Alexander Baranov, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Krishna Chu, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

James Cooke, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Kaden Costa, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Elijah Gomes, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Alice Green, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Tahlia Marks, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Titus McKay, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Alyssa Mitchell, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Zachary Pollock, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Kayla Ramirez, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Talia Rankin, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Mylez Riveria, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Leila Screen, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Said Tejeda-Moscoso, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Noelle Zesk, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Hendry Acosta Diaz, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Waseelah Adio, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Nabil Kashouh, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Rama Louis, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Delron Silva, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Edwin Babbitt, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Sethi Bido, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Minayah-Jessica Brown, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Maria Casanova, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Joseph Deleon, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Maleek Holford, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Amani Jones, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Cristofel Pena, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Zoe Marte Polanco, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Victor Sotomayor, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Elwin Ye, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Kareem Younger, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Brandon Bromberg, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Jasiah Dunn, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Byron Gonsalves, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Sienna Howley, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Jonathan Logan, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Kedar Menon, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Aydin Cintron Montgomery, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Luke Nguyen, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Kaiyoshi Okuma, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Naseem Ortiz, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Alyia Ouch, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Simone Paik, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Sophia Pope, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Laith Reda Frayn, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Polly Russell, Vartan Gregorian Elementary School, in recognition of the celebration of her Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Leo Sobel, Vartan Gregorian Elementary School, in recognition of the celebration of his Graduation. Congratulations, fifth graders, on your special accomplishment. We know that you all have bright futures ahead. Remember that you will always be a Smart Fox!

Oscar and Ingrid Salas, Mi Hacienda Restaurant, in recognition of the Ribbon Cutting Ceremony on Friday, June 24, 2022 and the celebration of your 5th Anniversary.

Dan Boccanfuso, in recognition of the celebration of your retirement after 11 years of dedicated service to the City of Providence.

Allyson Humphries, Classical High School, in recognition of the celebration of her High School Graduation. Congratulations and good luck with your future career.

Arianna Taveras, St. Patrick Academy, in recognition of the celebration of her High School Graduation. Congratulations and good luck with your future career.

Diego Alfonso Avilla Gordillo, Providence College, in recognition of the celebration of his College Graduation. Congratulations and good luck with your future career.

Yohana Daniela Virula Morales, Mount Pleasant High School, in recognition of the celebration of her High School Graduation. Congratulations and good luck with your future career.

Joelvis Cabrera, Classical High School, in recognition of the celebration of his High School Graduation. Congratulations and good luck with your future career.

Mike Tang, Classical High School, in recognition of the celebration of his High School Graduation. Congratulations and good luck with your future career.

Sharon Rosales, Central High School, in recognition of the celebration of her High School Graduation. Congratulations and good luck with your future career.

Angela Gonzales “Agonza”, in recognition of completing an original mural on the Lillian Feinstein Community Center, her contribution to the Providence Art scene and unique vision and talent.

Christina Torres, Central High School, in recognition of the celebration of her High School Graduation. Congratulations and good luck with your future career.

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

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

Lawrence P. Zeppa

**Severally Read and Collectively Passed on a Unanimous Rising Vote, on motion of
COUNCILMAN TAYLOR, Seconded by COUNCILMAN CORREIA.**

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

The Motion for Passage is Sustained.

**MOTION TO SUSPEND RULE 16(B) OF THE RULES
OF THE CITY COUNCIL IN ORDER TO TAKE MATTERS
NOT APPEARING ON THE PRINTED DOCKET**

**COUNCILMAN TAYLOR Moves to Suspend Rule 16(b) of the Rules of the City Council
in order to take Matters Not Appearing on the Printed Docket, Seconded by
COUNCILMAN CORREIA.**

Communication from Nina Pande, Skills for Rhode Island's Future, 30 Exchange
Terrace, 1st floor, Providence, Rhode Island 02903 submitting her resignation as a
Charter Review Commissioner.

Communication from Council President John J. Igliazzi, dated July 7, 2022, Informing the Honorable Members of the City Council that pursuant to Sections 1302 and 401(e) of the Providence Home Rule Charter of 1980, as amended, he is hereby appointing **Councilman James E. Taylor** to the **Charter Review Commission**. (Councilman Taylor replaces Nina Pande who has resigned.)

COUNCILMAN TAYLOR Moves to Waive the Reading of items 34 and 35, Seconded by COUNCILMAN CORREIA.

COUNCIL PRESIDENT IGLIOZZI Receives the Several Communications.

RESULT: RECEIVED

CONVENTION

There being no further business, on Motion of **COUNCILMAN TAYLOR**, Seconded by **COUNCILMAN CORREIA**, it is voted to adjourn in memory of Providence Police Officer Juan Robles at 6:40 o'clock P.M., to meet again **THURSDAY, JULY 21, 2022**
at 6:00 o'clock P.M.



TINA L. MASTROIANNI
ACTING CITY CLERK

