



Town of Johnston

RESOLUTION OF THE TOWN COUNCIL No. 2021-30

In Favor:

Opposed:

Council President

Date

Be it resolved that:

Whereas, The Johnston Town Council hereby authorizes the Mayor, Joseph M. Polisena, to enter into a "Community Partnership Agreement" by and between the Town of Johnston and Amazon.com Services LLC/Owner relating to the development of nine (9) parcels of land located in the Town of Johnston, Rhode Island identified as Assessor's Plat 54, Lots 39, 40, 42, 54, 61, 75, 89, 90 and 93, collectively known and numbered as 2120 Hartford Avenue, Johnston, Rhode Island;

Now therefore, be it resolved that: we, the members of the Johnston Town Council hereby authorize Mayor Joseph M. Polisena to enter into the attached Community Partnership Agreement between the Town of Johnston and Amazon.com Services, LLC/Owner for the properties noted above.

*Robert V. Russo- President
District-4*

*Joseph M. Polisena, Jr., Vice-President
District-3*

*Linda L. Folcarelli, Councilwoman
District-1*

*Lauren A Garzone, Councilwoman
District-2*

*Robert J. Civetti., Councilman
District-5*

Attest:

Vincent P. Baccari, Jr., Town Clerk

Official Document

COMMUNITY PARTNERSHIP AGREEMENT

This Community Partnership Agreement (this "Agreement") is entered into as of this ____ day of _____, 2021, by and among Amazon.com Services LLC ("Amazon"), _____ ("Owner"), and the Town of Johnston, Rhode Island (the "Town"), (collectively, the Town, Amazon, and Owner, the "Parties"), relating to the development of the parcel of land located on those nine (9) parcels in Johnston, Rhode Island: Assessor's Plat 54, Lots 39, 40, 42, 54, 61, 75, 89, 90 and 93, collectively known and numbered as 2120 Hartford Avenue, Johnston, Rhode Island (the "Property"), which is shown on the plan entitled, "Retail Distribution Center, Located at 2120 Hartford Avenue, Johnston, RI 02919" by DiPrete Engineering and dated August 4, 2021 (the "Site Plan"), and filed with the Town of Johnston Planning Board with respect to a retail distribution center.

RECITALS

WHEREAS, the Town is a municipal corporation duly organized under the laws of the State of Rhode Island; and

WHEREAS, Amazon is a Delaware limited liability company, qualified to do business in the State of Rhode Island; and

WHEREAS, Owner is a _____ limited liability company, qualified to do business in the State of Rhode Island; and,

WHEREAS, Owner owns the Property, upon which Amazon will construct and occupy the Facility (defined below); and

WHEREAS, approximately Two Hundred and Ninety Million Dollars (\$290,000,000), together with a personal property investment to be determined, will be invested by Amazon in new construction and equipping of a retail distribution facility known as the "Facility," and related improvements to be constructed on the Property, along with certain off-site roadway improvements (the "Project"); and

WHEREAS, Owner [has leased/will lease] the Property and Facility to Amazon;

WHEREAS, Amazon, as a result of the Project, intends to create a minimum of approximately 1,500 new permanent full-time jobs at its Facility located on the Property;

WHEREAS, Owner applied for and was granted various permits and approvals for the Project from the Town, and Amazon is succeeding to, accepting and assuming certain rights and obligations of "Owner" under such permits and approvals; and

WHEREAS, of even date herewith, the Town and _____ have entered into a Tax Stabilization Agreement of even date herewith (the "Tax Stabilization Agreement"), as authorized by Rhode Island General Statutes Section 42-64.21, and approved by the Town Council of the Town, providing a tax benefit to _____, with respect to the Property; and

WHEREAS, the Town strongly supports increased economic development to provide additional jobs, expand commercial, retail, and industrial activity within the Town, and to develop a healthy, economic, and strong commercial tax base; and

WHEREAS, Amazon, in consideration of the Tax Stabilization Agreement, and in consideration of its commitment to the Town, has agreed to provide certain other benefits to the Town and the State of Rhode Island in relation to the Facility, as more particularly set forth in this Agreement.

NOW, THEREFORE, the parties wish to enter into this Agreement to memorialize their mutual understandings, commitments, and agreements regarding the Project as follows.

A. Traffic

1. Amazon, through its development partner, shall enter into that certain Construction Funding Agreement with the Town, whereby Amazon shall fund certain off-site roadway improvements to the surrounding roadways, such improvements being identified by the Rhode Island Department of Transportation as being necessary prior to the proposal for the Project.

2. Amazon shall encourage its employees and visitors of the Facility to carpool, and use public transportation and car sharing services.

3. Amazon will commit to purchasing RIPTA bus passes for employees of the Facility and shall spend up to \$90,000.00 each year (based upon actual employee demand) for said bus passes for the first ten (10) years following the commencement of full delivery operations at the Facility.

4. Upon the earlier to occur of: (i) one (1) year subsequent to the Facility operating at substantially full capacity; or (ii) three (3) years subsequent to the commencement of full delivery operations at the Facility, Amazon shall make a contribution to the Town in an amount up to \$100,000.00 for a traffic mitigation study to measure volumes and levels of service at peak periods (taking into account peak seasonal patterns) to determine any traffic and transit improvements that may be warranted to mitigate the Facility's impacts on area roadways, and to enhance access to the Facility and the quality of traffic circulation for residents and other businesses. Within ninety (90) days of receipt of such contribution, the Town will complete the study and provide Amazon with a copy for its approval.

5. Within one (1) year following the completion of the traffic mitigation study as set forth above, Amazon agrees to make a contribution to the Town in an amount up to \$1,000,000.00 to be used by the Town for post construction traffic mitigation equipment and improvements as detailed in the approved study necessitated by the traffic generated by the full use of the Facility.

B. Employment/Training Opportunities and Access – Local Education Support

1. Amazon shall hold a minimum of three (3) hiring events to promote employment opportunities to residents of the Town of Johnston and the State of Rhode Island. The first job fair that Amazon conducts in the region shall be held in Johnston, Rhode Island.

2. Amazon shall make a contribution to the Town, during the term of the Tax Stabilization Agreement, in the aggregate amount of \$582,500.00 per year, to fund a Johnston High School Pathway Program, including, but not limited to a P-Tech career pathway program, for Johnston high school students, and such programs shall be developed in consultation between public partners and Amazon. In addition, upon the commencement of the Tax Stabilization Agreement, Amazon shall make a one-time contribution to the Town in the amount of \$400,000.00 for the initiation costs of such Johnston High School Pathway Program.

3. Amazon shall make a contribution to the State of Rhode Island, in the aggregate amount of \$1,250,000.00, payable in five (5) annual installments of \$250,000.00 per year, commencing upon the term of the Tax Stabilization Agreement, toward the Rhode Island Municipal Education and Training Initiatives.

C. Life/Safety

1. Amazon shall make a contribution to the Town, in the aggregate amount of \$5,380,000.00, payable in ten (10) annual installments of \$538,000.00 per year, commencing upon the term of the Tax Stabilization Agreement, toward the cost of public safety operations in the Town.

D. Community

1. Amazon shall make a contribution to the Town, in the amount of \$50,000.00, to be paid within one (1) year subsequent to the commencement of full delivery operations within the Facility, to be used by the Town in support of Johnston youth sports.

2. Amazon shall make a contribution to the Town, in the amount of \$100,000.00, to be paid within one (1) year subsequent to the commencement of full delivery operations within the Facility, to be used by the Town in support of the Johnston Senior Center.

E. Sustainability

1. Amazon shall make a contribution to the Town, in the amount of \$250,000.00, to be paid within one (1) year subsequent to the commencement of full delivery operations within the Facility, to be used by the Town in support of the Johnston Municipal Land Trust.

2. Amazon shall make a contribution to the Town, in the amount of \$100,000.00, to be paid within one (1) year subsequent to the commencement of full delivery operations within the Facility, to be used by the Town in support of the Johnston Memorial Park.

F. Small Business Support

1. Amazon shall make a contribution to the State of Rhode island, in the aggregate amount of \$2,750,000, payable in annual installments of \$550,000.00 per year, commencing upon the term of the Tax Stabilization Agreement, toward Rhode Island's Small Business Assistance Program (SBAP), the State's primary small business assistance program.

G. Miscellaneous

1. The payments due hereunder and anticipated due dates are set forth on Exhibit A attached hereto. When multiple payments are due on the same day, Amazon, at its election, may make one payment to the Town, and the Town will distribute the funds consistent with the terms of this Agreement and Exhibit A attached hereto. The Town shall facilitate electronic payment by Amazon of the amounts due and payable pursuant to this Agreement. Without limiting the generality of the foregoing, the Town agrees to register no less than ninety (90) days prior to the date on which the first such payment is due to use the accounts payable system then maintained by Amazon, including by completing any paperwork and providing payment instructions and other information reasonably required for Amazon to electronically process the payments. In addition, no less than thirty (30) days (nor more than ninety (90) days) prior to the date each payment made pursuant to this Agreement is due, the Town shall provide Amazon an invoice for such payment. To register for the payments, as described above, the Town shall submit the invoices to Amazon, or make other inquiries regarding payments to be made pursuant to this Paragraph E.4, and the Town will contact _____ using the subject line — RE: _____ Agreement. Amazon shall pay the Town the amount of undisputed invoices within forty five (45) days of the receipt of the invoice.

2. To the extent that any of the terms and conditions described in this Agreement are duplicative of the terms and conditions to be imposed as a part of any Town permit or approval, the terms of this Agreement shall be deemed to satisfy all such terms and conditions of any such Town permit or approval.

3. Unless terminated earlier pursuant to its terms, this Agreement shall be effective as of the date hereof and shall remain in effect for the term of the Tax Stabilization Agreement, after which this Agreement and the obligations of all Parties hereto shall terminate. Amazon has the right to terminate this Agreement for any reason or no reason by delivering notice to the Town at least five (5) business days prior to the desired termination date. In the event Amazon elects to terminate this Agreement, the Parties agree that the benefits provided to Amazon under the Tax Stabilization Agreement shall also be terminated. If for any reason the terms of the Tax Stabilization Agreement are revoked or terminated prior to the natural expiration thereof, then the remaining obligations under this Agreement for the next fiscal years shall be waived, and Amazon shall be obligated to pay the benefits to the Town which it was obligated to pay in the fiscal year in which the Agreement was terminated.

4. The Parties agree that after the completion of construction of the Facility, as evidenced by the issuance of the Certificate of Occupancy, this Agreement may be assigned by the Owner to any owner of the Property, with notice to the Town. The Parties further agree that Amazon may transfer or assign this Agreement to an Affiliate or in connection with any merger,

reorganization, sale of all or substantially all of Amazon's assets or any similar transaction, provided that nothing in the assignment by Owner or Amazon compromises any rights the Town may have in this Agreement. For purposes of this Agreement "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Amazon or Owner, as appropriate.

5. The Parties agree to work cooperatively and in a commercially reasonable manner to execute and deliver documents and take such other actions as may be necessary and required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement. The Parties may electronically execute and deliver this Agreement in counterparts, and each electronically executed and delivered copy thereof will be deemed to be effective as an original.

6. Notices, when required hereunder, shall be deemed sufficient if sent certified United States first class mail, postage prepaid, or via a nationally-recognized overnight courier, to the Parties at the following addresses:

If intended for the Town, addressed to:

[_____]

with copies concurrently delivered to:

[_____]

If intended for Amazon, addressed to:

Amazon.com Services LLC
410 Terry Avenue North
Seattle, Washington 98121
Attn: Director, Economic Development (PVD2)

with copies concurrently delivered to:

Amazon.com Services LLC
2121 7th Avenue
Seattle, Washington 98121
Attn: Economic Development Compliance (PVD2)

and

Amazon.com, Inc.
P.O. Box 81226
Seattle, Washington 98108-1226
Attn: General Counsel
RE: Town of Johnston, Rhode Island (PVD2)

with copies concurrently emailed (using "PVD2" and the reason for the notice in the Subject Line (e.g., Re: PVD2 — Request for Setup in Accounts Payable System)) to:

naopspropmgmt@amazon.com; OpsRELegalnotice@amazon.com;
na- realestate@amazon.com; and naops-rent@amazon.com

If intended for Owner, addressed to:

[]

and

[]

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party. Notices shall be effective upon receipt.

7. A party will be deemed to be in "Breach" of this Agreement only if: (i) it fails to substantially perform any term or provision of this Agreement, and (ii) it does not cure such failure within a reasonable period of time following delivery to it of notice by the other party describing such failure in reasonable detail, which period will not be less than one hundred twenty (120) days.

8. A party will not be deemed to be in Breach, default or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of a Force Majeure Event (as defined below). Amazon, Owner, and the Town agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A force majeure event pauses a party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, a pandemic, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; pandemic or epidemic; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Project or over a party's operations.

9. Notwithstanding anything to the contrary in this Agreement, Amazon, Owner and any of their Affiliates shall not be liable for: (a) any indirect, reliance, exemplary,

incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments that exceed the maximum anticipated value of the exemption that the Town is providing to Amazon pursuant to the Tax Stabilization Agreement.

10. The Town acknowledges and agrees that this Agreement shall not be construed to require Amazon to produce or provide to the Town separately any documents that it would not otherwise be required to produce or provide in the normal course of conducting business or interacting with the Town.

11. This Agreement shall be governed by the laws of the State of Rhode Island. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review then the remaining terms, covenants, conditions and provisions of this Agreement and their application to other persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the Parties. The Parties hereby consent to the jurisdiction of the courts of the State of Rhode Island. THE PARTIES HEREBY AFFIRMATIVELY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY LEGAL ACTION BETWEEN OR AMONG THEM WITH RESPECT TO THIS AGREEMENT.

12. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and, except as explicitly provided herein, supersedes any prior agreements, discussions or understandings of the Parties and their respective agents and representatives. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties. No representations, promises or other agreement with respect to the subject matter hereof shall be binding on any Party unless it is expressly set forth herein. The Parties expressly acknowledge and agree that this Agreement does not and shall not apply to any project by Amazon or any of their Affiliates, other than the Project.

13. The Town shall make no public announcement of the entering into of this Agreement or the terms and conditions hereof without the prior written consent of Amazon.

14. Notwithstanding anything to the contrary in this Agreement, (a) the Parties do not intend for any third party to be benefitted hereby, and no third party shall have any right to enforce any obligations or exercise any rights hereunder and (b) the Parties are not partners or joint venturers with each other and neither the terms of this Agreement nor the fact that the Parties have joint interests shall be construed so as to make them partners or joint venturers or impose any liability as such on any of them.

[Signatures on Following Page]

This Agreement has been executed and delivered by one or more duly-authorized signatory(ies) of each of the Parties as of the dates specified below.

Amazon.com Services LLC

By: _____
Name:
Title:
Date:

[Owner]

By: _____
Name:
Title:
Date:

Town of Johnston, Rhode Island – by and through the Town Council of the Town of Johnston,
Rhode Island

By: _____
By: _____
By: _____
By: _____
Date: _____

COMMUNITY PARTNERSHIP AGREEMENT

EXHIBIT A

Item	Amount Payable	Payment Due Date	Frequency	Agreement Reference
RIPTA bus passes	Up to \$90,000.00	One (1) year subsequent to the commencement of full delivery operations within the Facility.	Annual	Section A(3)
Traffic Mitigation Study	\$100,000.00	Earlier of: i. One (1) year subsequent to the Facility operating at substantially full capacity; or ii. Three (3) years subsequent to the commencement of full delivery operations at the Facility.	One-time	Section A(4)
Post-Construction Traffic Mitigation Equipment and Improvements	Up to \$1,000,000.00	One (1) year following the completion of the traffic mitigation study.	One-time	Section A(5)
Initial Funding --- Johnston High School Pathway Program	\$400,000.00	Upon the commencement of the Tax Treaty Agreement (Jan. 1, 2024).	One-time	Section B(2)
Annual Funding --- Johnston High School Pathway Program	\$582,500.00	Upon the commencement of the Tax Treaty Agreement (Jan. 1, 2024).	Annual	Section B(2)
Rhode Island Municipal Education and Training Initiatives	\$250,000.00	Upon the commencement of the Tax Treaty Agreement (Jan. 1, 2024).	Five (5) Annual Installments	Section B(3)
Public Safety Operations	\$538,000.00	Upon the commencement of the Tax Treaty Agreement (Jan. 1, 2024).	Ten (10) Annual Installments	Section C(1)
Johnston Youth Sports	\$50,000.00	One (1) year subsequent to the commencement of full delivery operations within the Facility.	One-time	Section D(1)
Johnston Senior Center	\$100,000.00	One (1) year subsequent to the commencement of full delivery operations within the Facility.	One-time	Section D(2)
Johnston Municipal Land Trust	\$250,000.00	One (1) year subsequent to the commencement of full delivery operations within the Facility.	One-time	Section E(1)
Johnston Memorial Park	\$100,000.00	One (1) year subsequent to the commencement of full delivery operations within the Facility.	One-time	Section E(2)
Rhode Island's Small Business	\$550,000.00	Upon the commencement of the Tax Treaty	Five (5) Annual	Section F(1)

COMMUNITY PARTNERSHIP AGREEMENT

EXHIBIT A

#61266443

Assistance Program (SBAP)	(aggregate of \$2,750,000.00)	Agreement (Jan. 1, 2024).	Installments	
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COMMUNITY PARTNERSHIP AGREEMENT
EXHIBIT A
 #61266443