

DEPARTMENT OF CITY CLERK  
CITY HALL  
JUNE 5, 2003

The Committee on City Property meets this day at 6:00 O'clock P.M. in the Conference Room Third Floor, City Clerk's Department, City Hall.

PRESENT: Acting Chairman John J. Igliazzi, Councilman Joseph DeLuca and Councilman Kevin Jackson and Councilwoman Carol Romano.

ALSO PRESENT: Councilman Luis Aponte, Maryclaire Knight, Senior Executive Urban Operations, YMCA, Judy Manocchia, Executive Director, Mount Hope YMCA Day Care, Anna M. Stetson, Second Deputy City Clerk and Deborah L. Hudson, Assistant Clerk.

ACTING CHAIRMAN IGLIOZZI: One item on the agenda.

COUNCILMAN APONTE: Councilman Jackson will be in, in a moment Mr. Chair.

ACTING CHAIRMAN IGLIOZZI: Clerk could you read into the record what it is that we are having and then that will give time for Chairman Jackson.

**RESOLUTION AUTHORIZING HIS HONOR THE MAYOR TO EXECUTE A LEASE FOR THE LAND OWNED BY THE CITY OF PROVIDENCE AND LOCATED ALONG MONTAGUE STREET AS PART OF ASSESSOR'S PLAT 8, LOT 155, TO THE GREATER PROVIDENCE YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA) FOR A PERIOD OF THIRTY YEARS AT AN ANNUAL RENTAL OF \$1.00 AND WITH OTHER SUCH TERMS AND CONDITIONS AS MAY BE IMPOSED BY THE COMMITTEE ON CITY PROPERTY.**

ACTING CHAIRMAN IGLIOZZI: Now Chairman Jackson and Chairwoman Williams who are sponsors and Chairman Jackson is here. Would you like to address the Committee Sir?

COUNCILMAN JACKSON: Thank you Mr. Chairman. The reason behind this, this is the what used to be called and I think will still be called the Mount Hope Day Care Center. They ran into financial difficulties where they were in Bankruptcy Court. They had a lease with the City for the same amount for the

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annual rental of One Dollar. They went through the proceedings. The greater Providence YMCA was the high bidder, won the award. There were other groups that bid and now are asking for the same dollar fee. Dollar rental so that this day care center that has been existence longer than I've been in the neighborhood and I've been in the neighborhood since I was eighteen so that's twenty-six years can continue to service the pre-school children of the community of Mount Hope which is greatly needed. It's a very high intense young population that lives right within Mount Hope. Low income. A lot of children. We went through all the non-profit agencies we have in the neighborhood. We can't serve the needs of all the children within a small community. It's a very densely populated community. So I would ask that the committee pass this Resolution so that they can get up and running with the project.

ACTING CHAIRMAN IGLIOZZI: Chairman Jackson I believe that there are other people that would like to represent. Make a representation. Could you please come forward, state your name, position and you have the floor.

MS. KNIGHT: I'm Maryclaire Knight and I'm the Senior Executive within the Providence YMCA and this is Judy Manocchia, she's the Executive from the East Side Branch. Just across the street. I think Councilman Jackson fairly presented what the situation is pretty well. I think the situation right now is that everything is in limbo until the lease is executed because what the judge determined in court was that he accepted our bid with the condition that the lease agreement be finalized by the City as part of before he would move it from being operated by the receiver to being operated by the "Y". He won't allow the transfer of ownership until the lease situation is settled because if the "Y" buys the business to pay off all their debt. It doesn't have a building to offer the services. The business isn't worth anything so that's the condition in place so what that means right now for the families and staff that are being serviced by the Day Care site is as of this week we have loaned them money. We've done the loan agreement

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because they longer can meet the payroll. They have completely exhausted their cash and we have to determine how long we can do that without owning the business and receiving any revenue or being able to influence what happens at that site so we're...them. We believe this process is going to move forward. We believe this is the right thing for the neighborhood but that is where it is. That's what the situation is right now. They're completely, they don't have any resources left. So we'd love to see this come out of limbo. The building itself is in decent shape. I think has been cared for by the organization and the Board that manages that building. It does need. It has been in a grand fathered situation for five court issues and for licensing for toilets. It doesn't have the correct number of toilets. You know that happens with a long term organization. 1967 it was established. Of course when the transfer of ownership happens, we will have to rectify that. The licensing is going to give us a grace period of about five months to determine how we're going to get that work done. So, that does mean that we are going to be investing in this particular site for a period of time, I would think. I think its going to be two years before everything is resolved. We're going to do an initial phase and then a second phase and obviously it had difficulties even with the dollar a year lease they couldn't manage to maintain this as a child care site and they're financial condition is pretty serious so I think that, I'm consistently looking at making sure we're not going to affect the east side grant adversely right because we don't want to do that. I mean that line has, its challenged to serve that community so I think that the Dollar Lease is really important and to make this a viable option and be able to continue be serving pre-school and after school children in that building. So could that help. I could get very wordy so you can tell me to shut up at any time.

ACTING CHAIRMAN IGLIOZZI: That's fine, I'll give you as much time as you need. Would you like to speak?

MS. HUDSON: May I have your name:

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MS. MANOCCHIA: Judy Manocchia. Just to go along with Maryclaire. Its serving a lot of low income children and for us to continue to be able to do that the Dollar a year lease is extremely important. I mean if we don't have that we'll have to start paying some kind of a lease. We may not even be able to go into the agreement or we'd have to start charging more money. We'd rather not do that. We really want to continue serving the community the way it has. Its going to stay the Mount Hope Child Care Center because of its long term history with the community so I hope that we get this through.

ACTING CHAIRMAN IGLIOZZI: Any questions from committee members? Councilman DeLuca.

COUNCILMAN DELUCA: Thank you Mr. Chairman. A little bit about the day care. How many kids does it house?

MS. KNIGHT: Right now it has sixty-five children enrolled. Potentially with correcting the toilet situation a hundred children.

COUNCILMAN DELUCA: And the hours of operation?

MS. KNIGHT: Currently it's 7:30 to 5:30. We'd be looking at opening a little bit earlier because a lot of parents do need to drop off earlier than 7:30. Probably going until 6:00.

COUNCILMAN DELUCA: That's still a considerable size day care. Are the kids Providence residents, statewide?

MS. KNIGHT: All Providence residents. No not all Providence residents. Sixty-eight are Providence residents. All the rest are Pawtucket.

COUNCILMAN DELUCA: Are there any fees associated with the day care?

MS. KNIGHT: Right now sixty-five percent of the children are on a high level financial assistance based on income and the rest have State funding attached but that is what got them in trouble. They did give out a lot of financial assistance.

COUNCILMAN DELUCA: Could we get a little more specific. I'm financially assisted and Councilman Igliazzi is not. What would I pay and what would he pay?

MS. KNIGHT: You might pay as little as Fourteen Dollars a week.

COUNCILMAN DELUCA: Fourteen a week to? A wealthy man like him.

MS. KNIGHT: The probably the highest fee an individual parent is paying is maybe Eighty Dollars but of course you have to understand that they haven't us all the books yet because we don't own it. Talking from what the program directors is telling me.

COUNCILMAN DELUCA: Okay. My first, I got here early so I had time to review a carefully. My first comment is about the thirty year term. It's very unorthodox. I've been on this committee since '91". It's very unorthodox to do a long term lease of that nature. What we have done is done the same thing a ten year lease with two options on the lease two other ten year options at the perview of the lessee and you would accomplish the same thing without setting a precedent that there's other situations that aren't quite as social service oriented that we would not want to with that kind of long term lease so I would certainly hope that we could achieve the same number with a ten year lease with two ten year lease options for the receipt if they so wish. Strictly an offer for them so you would accomplish the same thirty year term without the setting a precedent for the thirty year lease since I've heard of in these times do you know what I mean. Thirty into twenty they used to do perpetual leases. I just want to point out to the representatives that on clause 6.6 does provide for a cancellation that if the two thirds of the City Council deems that the premises are needed for public use. You will be given a one year notice to move out. You need to know that but I doubt it if that will ever come but it is an option that's in here. On 9.2 of this lease. It says that the lessee shall notify and obtain written consent from the lessor before it may take an improvements, alterations on the premises. It means that your going to be

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or having to bring this up to Code. That will happen. Who is going to be notified should be specifically...I mean there is a notification clause, legal notice of notification to both parties and I suppose that would suffice. All leases shall be sent to registered...can't see the number on the page because it's about two, three pages from the back. 13.1, 13.2 are the notices that leaser shall be sent registered certified mail to Office of the Controller. That's Joe Chiodo. Why would he?

ACTING CHAIRMAN IGLIOZZI: I presume because it must be a...two things for one does he also receive dollar? A whole dollar and then maybe. I don't know a good question.

COUNCILMAN DELUCA: What would he be doing with it. Say he got a request for permission to put, add two toilets...

ACTING CHAIRMAN IGLIOZZI: Why does the Controller get the register notice...

COUNCILMAN DELUCA: Permission to add two toilets and...

ACTING CHAIRMAN IGLIOZZI: Oh no, he would give the permission. This is just designated that what happens in the darkness, this may not be clear. You put someone who will be the representative of that organization. For example this is going to the actual address right, 70 Ship, right is that you, right and its just going to the address and therefore the courts would say by us showing that we send certified to 70 Ship Street. Is good if you have if you put it in my notice or something. In her case it's the same thing so they identified the Officer the Controller. But the Controller is not going to be the one who would say you could add...my impression that's not how it goes. He's there for notice purposes not for authority purposes. See there's a difference. You got the notification representative which would then in court says if they were to say put this city on notice. They would say "well here's the green card". We put them on notice that we sued them whatever the case may be and here's the notice your honor. They

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didn't show up in court but it doesn't mean Joe Chiodo would be showing up in court.

COUNCILMAN DELUCA: I was trying to clarify a clearer avenue of delivery.

ACTING CHAIRMAN IGLIOZZI: Well it does say with the copies of the Providence Law Department which I think will help us.

COUNCILMAN DELUCA: Okay, that will be fine.

ACTING CHAIRMAN IGLIOZZI: So I think that covers us Councilman Deluca. It will go to the Controller and then send copies to the Law Department so then therefore if they were asking for, we could probably do something because the Law Department I presume would take the next step in notifying I presume whoever is in charge of City property and say work with you if you were going to add additional improvements to the facility. That I would presume. I'm making a presumption. So I think you have adequate notice. That's for notification purposes only. See, in fact it says here, it is.

COUNCILMAN DELUCA: Alright that vote...wait a minute one more thing. On 9.6 where it says "The lessee hereby waives any rights to make repairs at the expense of Lessor". That reminded me that we need to get a lead disclosure involved with this. This is a prior set to 78 property. It's going to be have housing with kids that the lessee wave the ten day test period required for proper lead discloser needs to be signed on record in the Clerk's Office here.

MS. KNIGHT: It has been done for licensing. I've looked at the Licensing packaging and it's a Lead Disclosure because of the age of the children. It's tested every year.

COUNCILMAN DELUCA: You have a Lead Free Certificate from the State Health Department?

MS. KNIGHT: They do. Yes they do in their Licensing package.

COUNCILMAN DELUCA: How old is this certificate?

MS. KNIGHT: Every year it has to be renewed. It's a renewal to...

ACTING CHAIRMAN IGLIOZZI: May on the last part of this we can attach it.

COUNCILMAN DELUCA: Attached it. This last certification the certificate is good for one year and...

COUNCILWOMAN DIRUZZO: I'm surprised they didn't put that in here.

COUNCILMAN DELUCA: ...well it's a new thing. But attach it to see so that it goes to the Council so that we're covered here.

COUNCILMAN JACKSON: What you need to do here is send a copy to the Clerk's office then the Clerk's office can attach it.

COUNCILMAN DELUCA: Right.

COUNCILMAN JACKSON: Right then it comes out to the full Council.

COUNCILMAN DELUCA: That's all I have to say.

ACTING CHAIRMAN IGLIOZZI: Thank you Councilman Deluca. You have the record acknowledging the Chair Josephine DiRuzzo is here. Want me to continue?

CHAIRWOMAN DIRUZZO: Yes, I do.

ACTING CHAIRMAN IGLIOZZI: Okay, do you have any questions?

COUNCILWOMAN DIRUZZO: No.

ACTING CHAIRMAN IGLIOZZI: Any concerns?

COUNCILWOMAN DIRUZZO: No. But with regard to Lead Safe Certificate, we talking about perhaps that could be attached in what we referred to 1.32. The end of the, I guess it's the second page. Some type of language should be included in there. That's such a big issue now.

ACTING CHAIRMAN IGLIOZZI: Do you, I don't want to paraphrase, what kind of language are you looking for? Something like maybe the idea that they will provide prior to passage they will provide the certificate...



COUNCILMAN DELUCA: Lead Safe Certificate is the proper term but not only that annually as it's re-inspected that it is sent to the Clerk's office.

ACTING CHAIRMAN IGLIOZZI: Actually sent to the Controller's.

COUNCILMAN DELUCA: To the Controller's then.

ACTING CHAIRMAN IGLIOZZI: We could actually do it right now. We can kind of paraphrase it a little but then we can clean it up. So I'm thinking what you're trying to say is that you would like to make a motion to amend this present document that it would say that they would provide the City of Providence, prior to entering the demised premises, they will provide to the City of Providence the Certificate of Lead...

COUNCILMAN DELUCA: Lead Safe Certificate.

ACTING CHAIRMAN IGLIOZZI: ...copy of the Lead Safe Certificate and...

COUNCILMAN DELUCA: The annual inspection.

ACTING CHAIRMAN IGLIOZZI: ...and annually, on the anniversary date of the its renewal forward a copy to the City of Providence per the notification of clause in this agreement. Do you have it?

On motion of DeLuca, seconded by Councilwoman DiRuzzo, it is voted to amend the foregoing ordinance adding that the Greater Providence Young Men's Christian Association will provide annually a copy of the Lead Safe Certificate to the City of Providence per notification of clause in this agreement.

MS. STETSON: One question, Mr. Chair. Is that going to be Section 3.2?

ACTING CHAIRMAN IGLIOZZI: Why don't we make it so that we can clean it up. Why don't we just make it towards the very end.

MS. STETSON: Okay.

ACTING CHAIRMAN IGLIOZZI: Why don't we just put it as a Section 16.2. May not actually belong in that spot but...

COUNCILMAN DELUCA: Let's call it certificate?

COUNCILWOMAN DIRUZZO: Well you know what, Mr. Chairman.

ACTING CHAIRMAN IGLIOZZI: Yes.

COUNCILWOMAN DIRUZZO: Because 16 is "Covenant of Quiet Enjoyment" and really puts everything together, I would think you would want to put it before that. Section 16 should be your last.

ACTING CHAIRMAN IGLIOZZI: Okay so then what we'll do is we can, then we'll make it...

COUNCILMAN DELUCA: 1.3a, just call it 1.3a.

COUNCILWOMAN ROMANO: Yes, that's good.

ACTING CHAIRMAN IGLIOZZI: Make the language is, make sure we clean it up before we...for the document. So you make that motion Councilman Deluca.

On motion of Councilman Deluca, seconded by Councilwoman DiRuzzo, it is voted that the lessee provide a Lead Safe Certificate prior to occupancy and provide a Lead Free Certificate annually as inspection date come due for the term of the lease.

ACTING CHAIRMAN IGLIOZZI: All those in favor.

COMMITTEE: Aye.

ACTING CHAIRMAN IGLIOZZI: All those opposed.

Motion carries.

COUNCILMAN DELUCA: I have one more amendment with regard to the two ten year increments. If we could find an appropriate place to amend it.

COUNCILWOMAN DIRUZZO: What is it?

COUNCILMAN DELUCA: It's, we don't do thirty years, fifty year, hundred year leases any more. What I want to do is accomplish the same thing by amending this instead of the thirty year lease, be a ten year lease with the option to receive, to renew two more consecutive ten year terms at their...

ACTING CHAIRMAN IGLIOZZI: With the option to renew every ten years.

MS. KNIGHT: Come to the Committee every time?

ACTING CHAIRMAN IGLIOZZI: I'm sorry Councilman Deluca I have a question. Does that before we go on for discussion. Does that inhibit your ability because are you in bankruptcy court right now?

MS. KNIGHT: Yes.

ACTING CHAIRMAN IGLIOZZI: My concern Councilman Deluca and I don't know because I'm not privy to are you in front of the judge?

COUNCILWOMAN DIRUZZO: I forgot who that judge is. Who's the judge in bankruptcy?

ACTING CHAIRMAN IGLIOZZI: I don't and I know him. I'm before him next week. Is that going to inhibit your ability to move forward on this project because see what is happening now there's a court, we had a court discussion, is this correct?

MS. KNIGHT: Yes.

ACTING CHAIRMAN IGLIOZZI: And that has your attorney's made the representation that based on this you're going to get a thirty year, well the goal is to get a thirty year lease for a dollar.

MS. KNIGHT: Continue it as is. I think the language, the lease would continue as currently...

ACTING CHAIRMAN IGLIOZZI: My concern is I would like to say I know that we don't normally do it. I'm concerned, it is Fortunato, no.

COUNCILWOMAN DIRUZZO: No, Superior Court.

ACTING CHAIRMAN IGLIOZZI: I know. I'm concerned if we do this that maybe would that inhibit your ability to move forward in Bankruptcy Court? I don't know, I'm concerned with that that maybe, could we move forward with the thirty years and then after you go back to the court and they say to you okay, go

with ten, and ten and ten then we can amend it on the floor. Instead of amending it first and then going back. I understand that that is a little unorthodox.

COUNCILMAN DELUCA: I think the intent of the court is that they get the same financial break with the building.

ACTING CHAIRMAN IGLIOZZI: But didn't they have originally have a thirty year?

COUNCILMAN JACKSON: That's what I was going to ask. Mount Hope had a thirty year lease.

ACTING CHAIRMAN IGLIOZZI: That's the judge...

COUNCILMAN JACKSON: The judge is trying to follow the same lease that was already standing.

ACTING CHAIRMAN IGLIOZZI: I'm concerned Councilman Deluca that in Bankruptcy Court what happens is that they're attorney's made representation that it's a thirty year lease that Mount Hope had for a dollar. Now what happens is they're looking to step into the shoes of Mount Hope as well as...my impression is you're looking, your going to be paying off some of their debt. Not all of a percentage of it in order to...an issues so this kind of like an incentive that they're going to pay off some of the creditors of Mount Hope Day Care and then as an incentive off set that paying off those creditors. They would end up stepping in the shoes here to get a thirty year lease for one dollar.

COUNCILMAN DELUCA: You have a lease that says you got a ten year lease at your option and right to renew for two additional ten years. What's the difference?

ACTING CHAIRMAN IGLIOZZI: Councilman I'm not saying specifically writing down representation like that for the court. I'm concerned that the court may, here's my point and I'll give you a example because in there now, I'm not going to be their attorney here but if I was their attorney I would say that your Honor that if I'm only guaranteed a ten year lease for one dollar. Well your

Honor, I don't want to pay off as high as debt to these security creditors to the Mount Hope School. I would say your Honor since it's a ten year and possibly two additional ten year options then I have an unsecured position at the end of the first ten years and I noticed that...

COUNCILMAN DELUCA: You're interjecting the word possibly, I'm guaranteeing at their full description...

ACTING CHAIRMAN IGLIOZZI: No but I'm saying Councilman Deluca I'm saying what is probably being represented. What happen is, is this discussion between the secure creditors, what their going to get paid. How much on the dollar and then how these people come in and say well whatever assets Mount Hope has are able to pay an "x" amount of dollar for it and in return the Judge looks for some balance so it continues some kind of government concern. The secured creditors get some kind of value and then they move on. I'm concerned that even in their financing that even though they're saying they've got an option for ten and ten. The problem is it's more tenuous in saying you have a thirty year one dollar and also helps, it also when your dealing leveraging other items. For example when Almac's, I'm using my old employer had a hundred year lease at a location. They were able to leverage that because they were guaranteed a hundred years at that location at a fixed cost at "x" amount of dollars for those hundred years. Of course they eventually went under and then other companies stepped in their shoes in those leases so I would just say that I'm cautioning the committee, I can't make the motion to second. I'm cautioning the committee that if we go down that road that it may end up hurting that potential position in Bankruptcy Court. Now I would request that we move forward with this and maybe what the YMCA can do is that they can flush it out. If it won't then maybe we can amend it on the floor prior and then we can also add a piece to that issue. I think that we have to look at the totality of the situation. That's what I have to say. I leave it up to the committee.

COUNCILMAN APONTE: Mr. Chairman.

ACTING CHAIRMAN IGLIOZZI: Councilman Aponte.

COUNCILMAN APONTE: What I heard and maybe I didn't hear it correctly was Councilman Deluca wanted to interject one or two structurally he says a thirty year lease. Ten, ten and ten. What I also heard was that historically they had a thirty year lease. Councilman Deluca's reason for structuring the deal the way he proposes is not to set president. It seems that the president has already been set if they have a thirty year lease so if the committee chooses, if the committee, the concern that the Councilman makes is setting president. The committee would not have set president because there is a thirty year lease already in place.

COUNCILMAN DELUCA: If I could.

ACTING CHAIRMAN IGLIOZZI: Councilman DeLuca.

COUNCILMAN DELUCA: I've been on this Property Committee since 1991 and since then we went away, prior to that is was nothing to lease something for fifty years or a hundred years or perpetually. We've been getting away from that. It's in the best interest of the City and generally we've been getting away from that. We don't do that. We haven't done that in the last ten, eleven years anyway. However and that's that. That's all I have to say about that but you do have a clause in here that gives you one year to move out if the City needs it right because then there goes your security blanket so I wouldn't be too worried about the...

ACTING CHAIRPERSON IGLIOZZI: I understand that, I'm just talking by my own experience dealing with clients in Bankruptcy Court and dealing with and what happens is...

COUNCILWOMAN DIRUZZO: Judge Votolato. That just came to me.

ACTING CHAIRPERSON IGLIOZZI: That's it. That's fine. All I'm saying is that, that happens. These kinds of bankruptcy relationships what the Judge. It is a lot of give and take involved so I'm just saying that just for the

committee's information of course it is the committee's pleasure so...Councilman Jackson.

COUNCILMAN JACKSON: Just another concern I don't know if this is the case that I would just assume that the people who bid while it was in receivership were bidding based on that was a thirty year lease and that everyone not just the YMCA but the other bidders bid on a thirty year lease. I think that and I don't want to assume that but...

MS. KNIGHT: That's the direction when we gave when we went into the small room like this.

ACTING CHAIRMAN IGLIOZZI: I had that feeling. I wasn't privy to those conversations. I think your gut feeling is correct. Councilman Deluca.

COUNCILWOMAN DIRUZZO: What I want to suggest is that none the less Councilman Deluca to treat this as an exception. I know what your saying, we have gotten away from longer than ten years and everything that we're addressing including the Water Supply Board has been ten years but I think that certain extenuating circumstances here and I wouldn't want to see us hurt the situation so...

COUNCILMAN DELUCA: You can get an opinion from any legal, a ten year with the lessee sole option to renew two consecutive ten year term is a good as...

CHAIRWOMAN DIRUZZO: It wasn't represented in all their presentations to the court and that's not a good thing to do.

COUNCILMAN DELUCA: But it's still a thirty year lease because they have all the sole authority, the sole discretion of the lessee to renew. It's actually gives them more strength than less because after ten years if they for whatever crazy reason they wouldn't want, at least they could get out. They're not locked in for thirty. This is a hit. That's the thing. There's no difference in value there and I don't know...

COUNCILWOMAN DIRUZZO: Councilman Jackson, I mean this is your...

COUNCILMAN DELUCA: I don't have any problem going forward either way. It's to their benefit and it leaves our work on a consistent basis.

ACTING CHAIRPERSON IGLIOZZI: I think the comment of discussion is important for all of us. I'll leave it up to the YMCA. Would you like to keep at the present thirty year, one dollar a year with the termination language that is presently in this?

MS. KNIGHT: I mean I think that's what everybody is familiar with, has been looking at this far.

ACTING CHAIRPERSON IGLIOZZI: Councilwoman DiRuzzo. Okay any other comments, questions? Do I hear any motions?

On motion of Councilman DeLuca, seconded Councilwoman Romano, it is voted to approve the foregoing Ordinance as amended.


ACTING CHAIRPERSON IGLIOZZI: All those in favor.

COMMITTEE: Aye.

ACTING CHAIRPERSON IGLIOZZI: All those opposed.

Motion carries.

ADJOURNMENT: On motion of Councilman DeLuca seconded by Councilwoman DiRuzzo, it is voted to adjourn the meeting at 6:40 O'clock, P.M.

  
Anna M. Stetson  
Second Deputy City Clerk

  
Deborah L. Santos Hudson  
Assistant Clerk