

CITY OF EAST PROVIDENCE  
**DOCKET-REGULAR COUNCIL MEETING**

TUESDAY, MARCH 15, 2022

CALL TO ORDER: 6:30 P.M.

145 TAUNTON AVENUE-CITY COUNCIL CHAMBERS

EAST PROVIDENCE, RHODE ISLAND

EXECUTIVE SESSION: CONFERENCE ROOM A

OPEN SESSION WILL IMMEDIATELY FOLLOW EXECUTIVE SESSION

**Notice:** The meeting will also be viewable live at:  
<https://www.youtube.com/channel/UC0YEW6s1RpicKR47VMil1LA>

City Council:

Council President, Robert Britto - Ward 1

Council Vice-President: Bob Rodericks - At Large

Councilwoman Anna Sousa - Ward 2

Councilman Nate Cahoon - Ward 3

Councilman Ricardo Mourato - Ward 4

City Solicitor, Michael J. Marcello

Deputy City Clerk, Leah Stoddard

**I. CALL TO ORDER**

Roll Call

Cahoon \_\_\_\_\_ Mourato \_\_\_\_\_ Rodericks \_\_\_\_\_ Sousa \_\_\_\_\_ Britto \_\_\_\_\_

**II. SALUTE TO THE FLAG**

**III. EXECUTIVE SESSION**

The City Council of East Providence may meet in Executive Session,  
pursuant to RIGL §42-46-5 (a)(2) claims/litigation

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**A. New Claims**

- 1. Matthew McNulty
- 2. Jason & Alison Mimoso
- 3. Maria Paiva
- 4. Donna Popolillo
- 5. Cynthia Samson
- 6. Scott Travers

**B.** Pursuant to R.I. Gen. Laws 42-46-5(a)(2) Litigation - Cheryl Curti vs. City of East Providence, R.I. Commission for Human Rights, RICHR No. 21 ESE 071-05/03  
 Discussion, update and possible vote to authorize compromise

**IV. RECONVENE TO OPEN SESSION**

Cahoon \_\_\_\_\_ Mourato \_\_\_\_\_ Rodericks \_\_\_\_\_ Sousa \_\_\_\_\_ Britto \_\_\_\_\_

**V. MOTION TO SEAL EXECUTIVE SESSION MINUTES**

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**VI. CONSENT CALENDAR – For discussion and possible vote**

**A. COUNCIL JOURNALS:**

- 1. Executive Session meeting minutes February 15, 2022
- 2. Executive Session meeting minutes March 1, 2022
- 3. Regular meeting minutes March 1, 2022

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**VII. LICENSES - For discussion and possible vote**

**A. NON-PUBLIC HEARING**

**1. Road Race**

Applicant: Nick Rebar

Location: 20 Newman Ave., 02916

Date & Time of Event: April 24, 2021

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**2. Application for Victualling License – Class 2 - New**

Applicant: David Boutros

Business Name: Bajas Fresh Grill III, LLC

Business Address: 75 Highland Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**3. Application for Holiday Sales - New**

Applicant: David Boutros

Business Name: Bajas Fresh Grill III, LLC

Business Address: 75 Highland Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**4. Application for Victualling License – Class 2 - New**

Applicant: Robert Peretti

Business Name: Cigar World, LLC

Business Address: 899 Warren Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**5. Application for Holiday Sales - New**  
 Applicant: Robert Peretti  
 Business Name: Cigar World, LLC  
 Business Address: 899 Warren Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**6. Application for Holiday Sales - New**  
 Applicant: Kungkea Sam  
 Business Name: K Nails and Spa  
 Business Address: 575 Taunton Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**7. Application for Holiday Sales - New**  
 Applicant: John McKenna  
 Business Name: The Paint Shoppe  
 Business Address: 2719 Pawtucket Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**8. Application for Victualing License – Class 3 – Transfer**  
 Transfer from: EP Donuts, LLC  
 Transfer to: Pawtucket Ave Donuts, LLC  
 Location: 2371 Pawtucket Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**9. Application for Victualing License – Class 3 – Transfer**

Transfer from: Martins Bakers, LLC

Transfer to: Rumford Donuts, LLC

Location: 399 N Broadway, 02916

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**10. Car parade**

Applicant: Joseph Thompson

Location: Commercial Way to Waterman Ave., to highway on ramp

Date & Time of Event: August 10, 2022, 7:00pm

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**B. PUBLIC HEARING**

**1. BV Liquor License – New**

Applicant: David Boutros

Business Name: Baja Fresh Grill III, LLC

Business Address: 75 Highland Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**2. BV Liquor License – New**

Applicant: Robert Peretti

Business Name: Cigar World, LLC

Business Address: 899 Warren Ave., 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**VIII. PROCLAMATIONS & PRESENTATIONS**

**A. Presentations**

1. Review and discussion of proposed ward redistricting by ARCBridge Consulting & Training Inc. related to City wards as a result of the 2020 census – Priti Mathur

**IX. COMMUNICATIONS – None**

*Any person who submits a communication to the Council and wishes to speak on it must indicate this in writing no later than 4:00 p.m. the Thursday prior to the next regularly scheduled Council meeting. A person who lists more than one topic on their communication will be allowed to speak on the first one listed.*

**X. PUBLIC COMMENT – None**

*All persons wishing to make public comment shall sign a public comment sheet stating their name, address and the subject of their comments. Each speaker will be limited to three (3) minutes. The order of speakers will be on a first come, first serve basis and the maximum time for public comment shall be limited to thirty (30) minutes per meeting.*

**XI. APPOINTMENTS - None**

**XII. COUNCIL MEMBERS**

1. Potential City Ordinance regarding the rise in catalytic converter thefts – Council Vice President Rodericks - Discussion only
2. Conversation on community notification of council meetings, workshops, etc. – Council Vice President Rodericks – Discussion only
3. Organization of a task force consisting of City engineers, residents and other interested parties regarding the years long problem of ground water drainage in Riverside and other effected areas – Council Vice President Rodericks – Possible vote

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**XIII. PUBLIC HEARINGS – Ordinances – For discussion and possible vote**

**A. First and Final Passage**

1. An ordinance of the Council of the City of East Providence appropriating \$97,250 for the installation of a new interior sprinkler system for the Department of Public Works complex located at 60 Commercial Way

*Summary: The purpose of this Ordinance is to allocate \$97,250 of the remaining unencumbered and unallocated balance of funds remaining in the Capital Budget in an amount equal to \$2,909,108.*

*Sponsor: Councilman Cahoon*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**B. Second Passage**

1. An ordinance Rescinding Prior Bond Borrowing Authorizations

*Summary: To rescind and extinguish the authorization to borrowing for select projects*

*Sponsor: Council President Britto*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

2. An ordinance adopting an amended East Providence waterfront special development district tax increment financing plan (the “amended project plan”) and authorizing the issuance of bonds to finance certain public infrastructure and public improvements necessary in connection with the East Point Site project

*Summary: A list of findings, determinations and declarations with regard to the East Providence Waterfront Special Development District Tax Increment Finance Plan*

*Sponsor: Council President Britto*

*Presentation: City of East Providence Planning Department*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

3. An ordinance in amendment of chapter 18 of the revised ordinances of the City of east Providence, Rhode Island, as amended, entitled “Vehicles and Traffic”

*Summary: Sec. 18-307 no parking Broadway (west side), from Freeborn Avenue to Warren Avenue*

*Sponsor: Council Vice President Rodericks*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

4. An ordinance in amendment of Chapter 18 of the revised ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Vehicles and Traffic”

*Summary: Sec 18-307 no parking Goldsmith Avenue (east side), from Taunton Avenue north for 80 feet*

*Sponsor: Council Vice President Rodericks*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

5. An ordinance in amendment of Chapter 8 of the revised ordinances of the city of East Providence, Rhode Island, 1998, as amended, entitled “Licenses and Business Regulations”

*Summary: Amending the ordinance to exclude certain crafters, artisans, religious groups and civic & youth groups from the requirement of getting a Hawkers and Peddlers license*

*Sponsor: Council Vice President Rodericks*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		



**XIV. CONTINUED BUSINESS - None**

**XV. NEW BUSINESS**

**A. MAYOR COMMUNICATIONS**

1. Appointment not requiring Council Confirmation

a. Deborah T. Omerod, reappointment to the East Providence Historic District Commission, term 03/15/2022-03/14/2025

b. Nancy Moore, reappointment to the East Providence Historic District Commission, term 03/15/2022-03/14/2025

2. Items for Discussion

a. 2021 Departmental Accomplishments/2022 Goals – Mayor Roberto DaSilva

b. Women’s Month Proclamation & Remarkable Women

c. Flag Day – Celebrating St. Patrick’s Day and Irish Heritage

**B. REPORTS OF OTHER CITY OFFICIALS**

1. Report of the City Solicitor

a. Claims Committee Report

2. Zoning – Ed Pimental

a. 1. Jackie Trudel dba Jackie on Broadway – Sign for new business: 36” projection, 24” Tall, 11’ 4” above the sidewalk to bottom of sign, will be over public sidewalk – For discussion/approval and possible vote

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**C. RESOLUTIONS – For discussion and possible vote**

1. Resolution authorizing the purchase or required Fire Fighter equipment

*Sponsor: Council Vice President Rodericks*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

2. Resolution requesting the Rhode Island General Assembly to pass legislation which authorizes the City to delay the implementation of the most recent revaluation without penalty

*Sponsor: Councilman Cahoon*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

3. Resolution authorizing the Mayor to enter into a contract with Fire Equipment Inc. for the installation of a new interior sprinkler system for the Department of Public Works complex located at 60 Commercial Way

*Sponsor: Councilman Cahoon*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**D. INTRODUCTION OF ORDINANCES – For discussion and possible vote**

1. An ordinance in amendment of Chapter 12 of the revised ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Police”

*Summary: Requires City Council authorization related to the use, funding and regulation of automated license plate readers*

*Sponsor: Councilman Mourato and Councilwoman Sousa*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**XVII. ADJOURNMENT**

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

If communication assistance is needed or any other accommodations to ensure equal participation, please contact the City Clerk’s Office at 401.435.7596 at least 48 hours prior to the meeting date.

STATE OF RHODE ISLAND

CITY OF EAST PROVIDENCE

CHAPTER

ORDINANCE OF THE COUNCIL OF THE CITY OF EAST PROVIDENCE  
APPROPRIATING \$97,250 FOR THE INSTALLATION OF A NEW INTERIOR  
SPRINKLER SYSTEM FOR THE DEPARTMENT OF PUBLIC WORKS  
COMPLEX LOCATED AT 60 COMMERCIAL WAY

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. The Capital Budget for the fiscal year ending October 31, 2022 was established to amount to \$2,813,466.

SECTION II. As of the advertisement of this Ordinance, there is an unencumbered and unallocated balance of funds remaining in the Capital Budget in an amount equal to: \$2,909,108.

SECTION III. The purpose of this Ordinance is to allocate Ninety-seven Thousand Two Hundred Fifty and 00/100 Dollars (\$97,250.00) of the remaining unencumbered and unallocated Capital Budget for the installation of a new interior sprinkler system for the Department of Public Works Complex located at 60 Commercial Way.

SECTION IV. This ordinance shall take effect upon its passage and all ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Adopted: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk of the City of East Providence, Rhode Island

Introduced by: Councilman Cahoon

STATE OF RHODE ISLAND  
CITY OF EAST PROVIDENCE  
CHAPTER NO.

**RESCINDING BORROWING AUTHORIZATIONS**

**WHEREAS**, the City of East Providence has previously authorized the following borrowing for the following projects (the "Projects") and has the remaining borrowing authority as indicated below in Section 1 hereof.

**WHEREAS**, the City no longer desires to borrow for the Projects and wishes to rescind and extinguish the authorization to borrow for the remaining amount.

**NOW THEREFORE BE IT ORDAINED**, That:

**SECTION 1.** Pursuant to R.I.G.L. § 45-12-31, the City hereby rescinds and extinguishes the following borrowing authorizations:

<u>Authorization</u>	<u>Purpose</u>	<u>Original Authority</u>	<u>Bonds Issued</u>	<u>Remaining Authority</u>
Chapter 216 RI Public Laws of 1998	Sanitary Sewers	\$1,208,000	\$1,205,000	\$3,000
Chapter 217 RI Public Laws of 1998	High School	\$5,097,000	\$5,095,000	\$2,000
Chapter 268/344 RI Public Laws of 2002	Community Recreation Complex	\$5,000,000	\$0	\$5,000,000
RI General Laws 46-12-2 & 12.8 and City Council Ordinance Ch. 530 adopted October 4, 2011	Water System Improvements	\$2,100,000	\$2,000,000	\$100,000

**SECTION 2.** This ordinance shall take effect upon its second passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 6:30 P.M. for a hearing and consideration of final passage and adopted \_\_\_\_\_.

Attest:

\_\_\_\_\_  
City Clerk of East Providence, Rhode Island

Introduced by: Council President Britto

**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**CHAPTER NO.**

**ADOPTING AN AMENDED EAST PROVIDENCE WATERFRONT SPECIAL DEVELOPMENT DISTRICT TAX INCREMENT FINANCING PLAN (THE "AMENDED PROJECT PLAN") AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE AND PUBLIC IMPROVEMENTS NECESSARY IN CONNECTION WITH THE EAST POINT SITE PROJECT**

WHEREAS, by Ordinance No. 516 adopted October 5, 2010 and October 19, 2010 (the "2010 Redevelopment Ordinance"), the City Council adopted and approved the East Providence Waterfront Special Development District Plan (the "Redevelopment Plan") and designated the area within the City described in the Redevelopment Plan as the East Providence Waterfront Special Development District as a redevelopment area (the "Redevelopment Area") pursuant to chapters 31-33 of title 45 of the Rhode Island General Laws, the Redevelopment Act of 1956 (the "Redevelopment Act"); and

WHEREAS, pursuant to the 2010 Redevelopment Ordinance, the City Council also approved the East Providence Special Waterfront Development District Tax Increment Financing (TIF) Project Plan (the "Project Plan") which is combined in the same document with the Redevelopment Plan and designates several Special Development Sub-districts, including the Phillipsdale Special Development Sub-district, which includes the property owned by RICWG LLC (defined below) (the "East Point Project Area"); and

WHEREAS, upon recommendation of the East Providence Waterfront Special Development District Commission (the "Waterfront Commission") the City Council approved Amendment No. 1 to the Project Plan, by Ordinance No. 578 duly passed by the City Council on May 21, 2013 and June 4, 2013 (the "2013 Redevelopment Ordinance"), Amendment No. 2 to the Project Plan by Ordinance No. 609 duly passed by the City Council on June 17, 2014 and on July 15, 2014 (the "2014 Redevelopment Ordinance"), and Amendment No. 3 to the Project Plan by Ordinance No. 651 duly passed by the City Council on June 7, 2016 (the "2016 Redevelopment Ordinance"), Amendment No. 4 to the Project Plan by Ordinance No. 733 duly passed by the City Council on December 4, 2018 (the "2018 Redevelopment Ordinance") and, Amendment No. 5 to the Project Plan by Ordinance No. 753 duly passed by the City Council on November 19, 2019 (the "2019 Redevelopment Ordinance") based upon the City's findings, among other things, that the projects, facilities, programs and other assistance described in the Project Plan, as amended, are needed and in the public interest; and

WHEREAS, it is the purpose and intent of the City Council to facilitate redevelopment of the Redevelopment Area to accommodate the City's redevelopment initiatives; and

WHEREAS, pursuant to the Redevelopment Act and chapter 33.2 of title 45 of the Rhode Island General Laws (the "Tax Increment Financing Act") the City desires to raise funds for such redevelopment by the issuance of tax increment financing bonds of the City or other bonds secured by a tax increment pledge ("TIF Bonds"); and

WHEREAS, the Tax Increment Financing Act requires as conditions precedent to the creation of a tax increment, that the City Council adopt a redevelopment plan and a project plan, including the designation of a tax increment area and the calculation of the tax increment to be derived from taxes levied on real and personal property situated in or otherwise assignable for purposes of property taxation in the tax increment area; and

WHEREAS, the City Council is required by the Redevelopment Act to make certain findings, determinations and declarations in connection with the adoption of a redevelopment plan and a project plan; and

WHEREAS, RICWG LLC ("RICWG"), the owner of the East Point Project Area, has been working with the City towards the development of an approximately 28 acre residential development consisting of single family homes, affordable housing and multi-family apartment buildings in the Phillipsdale Special Development Sub-District and anticipates significant capital expenditures for such development (the "East Point Site Project"); and

WHEREAS the East Providence Waterfront Commission has recommended that the City Council approve Amendment No. 6 to the Project Plan (attached hereto as Exhibit A) which amends the Project Plan consistent with improvements now contemplated for the East Point Project Area; and

WHEREAS, pursuant to the Tax Increment Financing Act, the City shall designate a portion of the tax increment resulting from the East Point Site Project for the benefit of certain projects described in the Redevelopment Plan and the Project Plan, including the infrastructure and public improvements contemplated by the East Point Site Project (the "TIF Projects"); and

WHEREAS, the City wishes to provide authorization, subject to Section 9 hereof, for the issuance of special obligation bonds and/or bond anticipation notes pursuant to the Tax Increment Financing Act in an aggregate amount not to exceed \$22,250,000 to finance and refinance the TIF Projects related to the East Point Site Project; and

WHEREAS, TIF Bonds will be payable solely from "project revenues" as defined in the Tax Increment Financing Act; and

WHEREAS, project revenues will include tax increments, bond proceeds and special assessments; and

WHEREAS, it is intended that special assessments will be properly imposed on land and improvements comprising the East Point Site Project and serve as additional security for the TIF Bonds issued for the benefit of the East Point Site Project, such special assessments to be paid over the term of any TIF Bonds issued for the benefit of the East Point Site Project; and

WHEREAS, it is contemplated that the Waterfront Commission shall approve an assessment plan (the "Assessment Plan") to impose such assessments which Assessment Plan shall be subject to the review and approval of the City Council; and

WHEREAS, the tax increment revenues will be a credit to the payment of special assessments, all as provided in the Assessment Plan to be approved by the Waterfront Commission and the City Council, and further described herein; and

WHEREAS, project revenues do not include general funds of the City; and

WHEREAS, the TIF Bonds will be special obligations of the City payable solely from project revenues; and

WHEREAS, the City wishes to further amend the Project Plan to permit the development of the East Point Project Area by RICWG or a developer to be designated by RICWG and approved by the Authorized Officers (defined below) for the purposes set forth above; and

NOW THEREFORE, the City Council of the City of East Providence hereby makes the following findings, determinations and declarations with regard to the East Providence Waterfront Special Development District Tax Increment Financing Plan, including Amendment Nos. 1, 2, 3, 4 and 5 previously adopted, and Amendment No. 6 attached hereto, inclusive of the site plan (attached hereto as Exhibit B) entitled "East Point Alternate Site Scheme" reflecting the East Point Project Area and comprising Map 203 Block 1/Lot 4 and Map 203/Block 13/Lots 4 and 5 (as so amended, the "Amended Project Plan"), which findings are required by Sections 45-32-13 through 45-32-18, Section 45-32-20 and Section 45-33.2-4(1) and (5) of the Rhode Island General Laws:

1. The Redevelopment Plan and the Amended Project Plan are feasible and conform to the comprehensive plan for the City of East Providence, and if carried out would promote the public health, safety, morals and welfare of the community, and would effectuate the purposes of the Redevelopment Act.

2. The source of funds for carrying out the TIF Projects as provided in the Redevelopment Plan and the Amended Project Plan shall be proceeds from the sale of TIF Bonds issued by the City of East Providence and any other legally available revenues contemplated by the Redevelopment Plan and Project Plan.

3. The Redevelopment Plan and the Amended Project Plan does not directly result in changes to streets except generally as shown on the attached site plan.

4. The Redevelopment Plan and Amended Project Plan do not presently provide for acquisition by the City of property by negotiation or by eminent domain.

5. The Redevelopment Plan and the Amended Project Plan does not contemplate financial aid from the federal government.



6. The Redevelopment Plan provided for the retention of controls and the establishment of any restrictions or covenants which may run with the real property sold, leased, or otherwise disposed of for private or public use as are necessary to effectuate the purposes of the Redevelopment Act.

7. The findings of fact regarding "blighted and substandard conditions" set forth in the Redevelopment Plan and the Amended Project Plan are hereby accepted. Based on those findings of fact, the Redevelopment Area is hereby found to be a "blighted and substandard area" as that term is defined in Section 45-31-8 of the Redevelopment Act and requires clearance, replanning, redevelopment, rehabilitation and improvement.

8. That the East Point Project Area would not by private enterprise alone, and without either governmental subsidy or the exercise of governmental powers, be developed or revitalized in a manner so as to prevent, arrest, or alleviate the spread of blight or decay.

9. That the Amended Project Plan will afford maximum opportunity to privately financed development or revitalization consistent with the sound needs of the City as a whole.

10. The facilities and other assistance are needed and that the financing of the project in accordance with the Amended Project Plan is in the public interest.

11. There is not within the City an adequate supply of low rent housing for persons or families of low income available for rents they can afford to pay, the rents which those persons or families can afford to pay would not warrant private enterprise providing housing for them, and the financing of public improvements in accordance with the Amended Project Plan is in the public interest.

12. The City Council intends that the East Point Project Area be redeveloped in accordance with the City's Redevelopment Plan and Comprehensive Plan and intends that such redevelopment promote the health, safety and welfare of the City.

13. The City Council intends that plans for the East Point Project (a) be generally consistent with the scope and intent of the conceptual development presented in Amendment No. 6 and (b) shall address the provision of affordable housing or the payment of fees in lieu of affordable housing.

14. Unemployment or the threat of unemployment exists in the City, and it is expected that the Amended Project Plan will create approximately 9 permanent and 859 temporary full-time equivalents jobs. It is expected that wages and benefits from such jobs will be comparable to current market rates resulting in increased personal income tax for the State of Rhode Island.

NOW THEREFORE, the City of East Providence ordains as follows:

SECTION 1. The Mayor and the Director of Finance (the "Authorized Officers") are authorized to approve a developer designated by RICWG for the East Point Site Project. Such approval shall be reported by the ~~Authorized Officers~~ Mayor and the Director of Finance to the City Council in connection with amendments to the Project Plan approving the development and prior to the execution by the Authorized Officers of the Development Agreement described in Section 9 below. Any amendments to the Project Plan shall be approved by the Waterfront Commission prior to the issuance of any bonds.

SECTION 2. The Phillipsdale Special Development Sub-district is designated as a project area for the purposes of the Tax Increment Financing Act. The Redevelopment Plan is the official redevelopment plan for the East Point Project Area. The Amended Project Plan, incorporated herein by reference, is adopted and approved as a project plan pursuant to chapter 33.2 of title 45 of the Rhode Island General Laws. The public improvements shall be in the East Point Project Area, and shall be identified as "East Point Site Project Number 2022-1."

SECTION 3. There is hereby authorized, subject to Section 9 hereof, the issuance of special obligation bonds and/or bond anticipation notes pursuant to the Tax Increment Financing Act in an aggregate outstanding amount not to exceed \$22,250,000 to finance the TIF Projects contained in the Amended Project Plan relating to the East Point Site Project (the "Bonds").

SECTION 4. The Bonds shall be issued for the purpose of carrying out any project or projects described in the Amended Project Plan including the TIF Projects. Without limiting the generality of the foregoing the Bonds shall be issued for TIF Project costs, which may include interest prior to and during the carrying out of any such project and for a reasonable time thereafter, such costs, reimbursements and reserves as may be required by any agreement or arrangement securing the Bonds, and all other expenses with respect thereto, including, without limitation, reimbursement of expenses previously paid from any other source, incidental to planning, carrying out and financing any such project.

SECTION 5. The Bonds shall be payable solely from "project revenues" including tax increment as defined in the Tax Increment Financing Act and shall not be deemed to be a pledge of the faith and credit or the taxing power of the City.

SECTION 6. The City hereby pledges not more than 70% of the tax increment resulting from the East Point Project Area to the repayment of the Bonds. Notwithstanding anything contained herein to the contrary, at the time of sale of the Bonds, the debt service on the Bonds shall not exceed 60% of the estimated tax increment supporting the Bonds.

SECTION 7. Each of the Bonds shall recite on its face that it is a special obligation bond or bond anticipation note, as the case may be, payable solely from "project revenues" as defined in the Tax Increment Financing Act pledged for its repayment.

SECTION 8. The Bonds shall be dated and may be made redeemable before maturity with or without premium. The Bonds may be issued in one or more series. The Authorized Officers defined below shall determine the terms, details and manner of sale and other conditions of the Bonds and the security structure therefor for each issue of Bonds in accordance with the Tax

Increment Financing Act and the Amended Project Plan, including the manner in which tax increment received and to be received under the Tax Increment Financing Act and the Amended Project Plan and other "project revenues" under the Act shall be escrowed, pledged or otherwise used to secure any such Bonds issued, and shall also determine the date or dates of the Bonds, their denomination or denominations, the place or places of payment of the principal and interest thereon, which may be at any bank or trust company within or without the state, their interest rate or rates, maturity or maturities, redemption privileges, if any, and the form and other details of the Bonds.

SECTION 9. The Authorized Officers, in consultation with the City Solicitor, are authorized to negotiate and determine the terms and provisions of such documents required for the sale and issuance of the Bonds and the documents required to complete the TIF Projects described in the Amended Project Plan, including a Development Agreement and other necessary documents and certificates, and such Authorized Officers, acting jointly, are hereby authorized to execute and deliver such documents. This Ordinance does not grant property rights or other rights. All rights and obligations of the City, RICWG and any designated developer shall be set forth in the Development Agreement.

SECTION 10. The Authorized Officers are authorized to prepare and deliver an Official Statement or Limited Offering Memorandum, if required, in connection with the sale of the Bonds, and the ~~Mayor and the Director of Finance~~ Authorized Officers are authorized to execute and deliver the Official Statement or Limited Offering Memorandum, a Trust Indenture, one or more Series Indentures and a Bond Purchase Agreement consistent with the terms and conditions determined by the Authorized Officers in accordance with Section 8.

SECTION 11. The Bonds shall be signed by the Director of Finance, shall be countersigned by the Mayor, either manually or by facsimile, and shall bear the seal of the City or a facsimile thereof.

SECTION 12. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be an officer before the delivery thereof, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until the delivery.

SECTION 13. The City may sell the Bonds in such manner, either at limited public or private sale, and for such price, as the Authorized Officers may determine will best effect the purposes of this ordinance and the Tax Increment Financing Act.

SECTION 14. Notwithstanding any provisions of any general or special law to the contrary, Bonds issued under the Tax Increment Financing Act and hereunder may provide for annual or more frequent installments of principal in equal, diminishing, or increasing amounts, with the first installment of principal to be due at any time within five (5) years from the date of the issuance of the bonds and the last installment of principal to be due not later than twenty-five (25) years from the date of the issuance of the Bonds.

SECTION 15. The ~~Mayor and the Director of Finance~~ Authorized Officers are authorized to execute and deliver a Continuing Disclosure Certificate in connection with the Bonds, in such form as shall be deemed advisable by the Authorized Officers. 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 Ordinance or the bonds or bond anticipation notes, failure of the City to comply with any Continuing Disclosure Certificate shall not be considered an event of default under such bonds or bond anticipation notes; however, any bondholder or noteholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section and under each Continuing Disclosure Certificate.

SECTION 16. From and after the issuance of the Bonds, the Authorized Officers, acting jointly, ~~and the Mayor~~ are authorized to execute and deliver other documents, certificates, agreements and amendments thereto, in furtherance of the development of the TIF Projects in such forms as said officers deem advisable, consistent with the best interests of the City, the execution and delivery thereof by such Authorized Officers to be conclusive evidence of such approval.

SECTION 17. This Ordinance is an affirmative action of the City Council of the City in accordance with the purposes of the laws of the State and constitutes the City's declaration of official intent, pursuant to Treasury Regulation § 1.150-2, to reimburse the City, the designated developer and/or RICWG for expenditures paid prior to the issuance of the Bonds. Amounts to be reimbursed shall not exceed \$22,250,000 and shall be reimbursed in accordance with provisions of the Code.

SECTION 18. This ordinance shall take effect upon its second passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 6:30 P.M. for a hearing and consideration of final passage and adopted \_\_\_\_\_.

Attest:

\_\_\_\_\_  
City Clerk of East Providence, Rhode Island

Introduced by: Council President Britto

STATE OF RHODE ISLAND

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 18 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED  
“VEHICLES AND TRAFFIC”

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

**SECTION I.** Section 18-307 entitled “Parking prohibited at all times” of Article X entitled “Stopping, Standing and Parking” of Chapter 18 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Vehicles and Traffic” is amended by adding thereto the following:

Broadway (west side), from Freeborn Avenue to Warren Avenue.

**SECTION II.** This ordinance shall take effect upon its second passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 6:30 p.m. for a hearing and consideration of final passage; and adopted \_\_\_\_\_.

Attest:

\_\_\_\_\_  
City Clerk of East Providence, Rhode Island

Introduced by: Council Vice President Rodericks

STATE OF RHODE ISLAND

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 18 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED  
"VEHICLES AND TRAFFIC"

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

**SECTION I.** Section 18-307 entitled "Parking prohibited at all times" of Article X entitled "Stopping, Standing and Parking" of Chapter 18 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Vehicles and Traffic" is amended by adding thereto the following:

Goldsmith Avenue (east side), from Taunton Avenue north for 80 feet.

**SECTION II.** This ordinance shall take effect upon its second passage and all ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 6:30 p.m. for a hearing and consideration of final passage; and adopted \_\_\_\_\_.

Attest:

\_\_\_\_\_  
City Clerk of East Providence, Rhode Island

Introduced by: Council Vice President Rodericks

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 8 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED  
“LICENSES AND BUSINESS REGULATIONS”

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

**SECTION I.** Sec. 8-140 entitled “Definitions” of Article VII entitled “Hawkers and Peddlers” of Chapter 8 entitled "Licenses and Business Regulations" of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, is hereby amended to read as follows:

**Sec. 8-140. Definitions.**

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Door-door salesmen* means persons who deliver goods, wares, or merchandise to customers for which payment has already been made at the time of delivery.

*Hawker* means any person selling or offering for sale, any goods, wares or merchandise whatsoever including any food or beverage, on any public street, highway, public right-of-way, or other location that does not have a building or structure for such purpose.

*Peddler* means any person selling or offering for sale, any goods, wares, or merchandise whatsoever, including any food or beverage, from a vehicle, cart or any other conveyance which is not stationary, from any public street, highway, public right-of-way, or other location.

Persons selling ~~farm or garden produce, including flowers,~~ not grown by the seller, and ~~persons selling works of art or crafts of their own making at an art or crafts show or exhibition~~ are deemed to be hawkers or peddlers.

Mobile Food Establishments registered under state law and/or with the City of East Providence pursuant to Chapter 8, Article XXIII, are not considered Hawkery or Peddlers.

**SECTION II.** Sec. 8-146 entitled “Persons excepted from chapter” of Article VII entitled “Hawkers and Peddlers” of Chapter 8 entitled "Licenses and Business Regulations" of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, is hereby amended to read as follows:

**Sec. 8-146. Persons excepted from chapter.**

Nothing in this article shall apply to any milkman or farmer selling the produce of his farm or selling both the produce of his farm and the produce of other farms or to any vendor of ice or newspapers. Persons garden produce, including flowers that they grew, and persons selling works of art or crafts of their own making at an art or crafts show or exhibition are not deemed to be

hawkers or peddlers which requires a license. Peddlers and hawkers shall also not include students of an East Providence public or private school, members of youth groups, fraternal, benevolent, and religious organizations located within the City and local organized teams or sports leagues engaged in group fundraising.

**SECTION III.** This ordinance shall take effect upon second passage and all ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 6:30 p.m. for a hearing and consideration of final passage; and adopted \_\_\_\_\_.

Attest:

\_\_\_\_\_  
City Clerk of the City of East Providence, Rhode Island

Introduced by: Council Vice President Rodericks



**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**CHAPTER**

**AN ORDINANCE IN AMENDMENT OF CHAPTER 12 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED "POLICE"**

**THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:**

**SECTION I.** Chapter 12 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Police" is hereby amended by adding thereto the following:

**ARTICLE V. AUTOMATED LICENSE PLATE READERS**

**Sec. 12-54. Definitions.**

- (1) "Automated license plate reader" means an electronic device mounted on a law enforcement vehicle or positioned in a stationary location that is capable of recording data on, or taking a photograph of, the license plate of a vehicle and comparing the collected data and photographs to existing law enforcement databases for investigative purposes. Automated license plate reader includes a device that is owned or operated by a person who is not a government entity to the extent that data collected by the reader are shared with a law enforcement agency. For the purposes of this ordinance, "automated license plate reader" does not refer to those electronic devices mounted on a law enforcement vehicle or positioned in a stationary location that is capable of recording data on, or taking a photograph of, the license plate of a vehicle solely for the purpose of recording the speed on a vehicle, recording information for tolling purposes, or recording traffic patterns and assessing traffic violations at an intersection.
- (2) "Municipal law enforcement agency" shall mean the East Providence Police Department.

**Sec. 12-55. Approval Mandatory for Automated License Plate Reader Funding Acquisition, or Use.**

- (a) A municipal law enforcement agency shall obtain City Council approval following an advertised public hearing of the Council prior to engaging in any of the following acts:
  - (1) Seeking funds for automated license plate readers, including but not limited to applying for a grant or soliciting or accepting state or federal funds or in-kind or other donations;
  - (2) Acquiring or borrowing automated license plate readers, whether or not that acquisition is made through the exchange of monies or other consideration; or
  - (3) Soliciting proposals for or entering into an agreement with any other person or entity to acquire, share, or otherwise use automated license plate readers or data therefrom.

**Sec. 12-56. Regulated Use of Automated License Plate Readers.**

- (a) Operation of and access to an automated license plate reader shall be for official law enforcement purposes only, and shall only be used to scan, detect, and identify license plate numbers for the purpose of identifying:
  - (i) Stolen vehicles;
  - (ii) Vehicles associated with wanted, missing, or endangered persons; or
  - (iii) Vehicles that register as a match within the National Crime Information Center.
  
- (b) An automated license plate reader shall not be used for:
  - (i) Photographing or recording or producing images of the occupants of a motor vehicle;
  - (ii) Photographing or recording or producing images of further identifying features of a vehicle, including but not limited to bumper stickers, paint color, or other unique aesthetic details;
  - (iii) Photographing or recording or producing images of passersby or pedestrians, including the photographing, recording, or production of images which may identify biometric information about such passersby or pedestrians through the usage of facial, voice, iris, or other software;
  - (iv) In the absence of a judicial warrant, utilizing any photographs or records or images produced through the implementation of the automated license plate reader for the purpose of identifying potentially associated vehicles or tracking the number of times that a specific vehicle has driven by the automated license plate reader over a certain period of time; or
  - (v) Recording or otherwise capturing audio.
  
- (c) Prior to stopping a vehicle based solely on identification within the automated license plate reader database, a law enforcement officer shall immediately confirm visually that the license plate on the vehicle matches the image of the license plate displayed on the automated license plate reader and that the license plate number meets one of the criteria specified in subsection (a) above.
  
- (d) Records of license plates recorded by an automated license plate reader shall not be transmitted for any other purpose and shall be purged from the database or system within thirty days of their capture in such a manner that they are destroyed and not recoverable, unless the identification of a license plate resulted in an arrest, a citation, or identified a vehicle that was the subject of a missing person or wanted broadcast, or remains the subject of an active investigation, in which case the data on the particular license plate may be retained until final disposition of the matter. Captured license plate data obtained for the purposes identified in section (a) shall not be used or shared for any other purpose.
  
- (e) A law enforcement officer shall be trained in automated license plate reader operation by the municipal law enforcement agency prior to operating an automated license plate reader system.

**Sec. 12-57. Public Log of Use Required.**

- (a) A law enforcement agency that installs or uses any automated license plate reader must maintain a public log of its use, to be updated on an ongoing monthly basis, containing but not limited to the following information:
- (i) The aggregate number of vehicles on which data are collected for each month of use and a list of all state and federal databases with which the data were compared, unless the existence of the database itself is not public;
  - (ii) For each month of use, a breakdown of the number of vehicles in which the collected data identified a stolen vehicle or license plate, a warrant for the arrest of the owner of the vehicle, or any other basis for pursuing the owner or operator of a motor vehicle based on an identification generated in accordance with Section 12-56(a);
  - (iii) The location at which any stationary or fixed location automated license plate reader that is actively collecting data is installed and used; and
  - (iv) A summary of complaints or concerns that were received during each month of active use about the automated license plate reader, and any instances of license plate identification that were discovered to be incorrect.
- (b) The law enforcement agency must maintain a public list of current and previous locations for automated license plate readers, including dates at those locations, of any fixed stationary automated license plate readers used by the agency.

**Sec. 12-58. Remedies and Penalties.**

- (a) Any person affected by a violation of this ordinance, including by the utilization of automated license plate readers in a manner or for a purpose that is not authorized herein, may institute proceedings for injunctive relief, declaratory relief, and damages in any court of competent jurisdiction.
- (b) A court shall award costs, damages, and reasonable attorney's fees to a plaintiff who is a prevailing party in an action brought to enforce this ordinance.
- (c) Any data or other information created or collected in contravention of this chapter, and any data or information derived therefrom, shall be immediately deleted and destroyed, and may not be offered as evidence by any city or state governmental entity in any criminal or civil action or proceeding except as evidence of the violation of this ordinance; or be voluntarily provided to another person or entity for use as evidence or for any other purpose.
- (d) Notwithstanding subsection (c) above, if, upon the discovery of data or other information that was created or collected in contravention of this ordinance, it appears such data or information may be material to the defense in a criminal prosecution, a copy of the relevant, potentially material data or other information shall be turned over to the defendant before it is deleted and destroyed.

**SECTION II.** This ordinance shall take effect upon second passage and all ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 6:30 P.M. for a hearing and consideration of final passage; and adopted \_\_\_\_\_.

Attest:

---

City Clerk of the City of East Providence, RI

Introduced by: Councilman Mourato and Councilwoman Sousa



**City of East Providence**  
**Office of the Mayor**  
**Roberto L. DaSilva**  
**Mayor**

March 09, 2022

Robert Britto  
Council President  
East Providence City Council  
145 Taunton Ave.  
East Providence, RI 02914

Re: Mayor Communications & Docket items – March 15, 2022 Docket

Dear Council President Britto and Members of the Council,  
Please see information Mayor Communications and requests of the Administration before the Council:

**Mayor Communications:** Dir. of Administration Napoleon Gonsalves

**1. Appointment requiring Council Confirmation**

- None

**2. Appointment not requiring Council Confirmation**

- Deborah T. Omerod, reappointment to the East Providence Historic District Commission (TERM 3/15/22 – 3/14/25)
- Nancy Moore, reappointment to the East Providence Historic District Commission (TERM 3/15/22 – 3/14/25)


**3. Items for announcement/discussion**

- 2021 Department Accomplishments/2022 Goals (Mayor Bob DaSilva)
- Women's Month Proclamation & Remarkable Women
- Flag Day – Celebrating St. Patrick's Day and Irish heritage

**4. Requests of the Administration before the Council for Council Action**

- Legal will send.

Sincerely,

  
Roberto L. DaSilva  
Mayor

City of East Providence  
Office of the Mayor  
Roberto L. DaSilva



Mayor

March 15, 2022

Robert Britto  
Council President  
East Providence City Council  
145 Taunton Ave.  
East Providence, RI 02914

Dear Council President Britto:


I hereby nominate for reappointment *Deborah T. Ormerod* to the *East Providence Historic Commission* pursuant to Article III Sec. 3-5 (b) of the Charter of the City of East Providence.  
This reappointment is made by the mayor. The term of each seat is three (3) years.

Pursuant to R.I. Gen. Laws § 45-24.1-3

Term: (03/15/2022-03/14/2025)

On this day, *Tuesday, March 15, 2022*

Sincerely,

  
Roberto L. DaSilva  
Mayor

Leah Stoddard  
CC://Deputy Clerk

City of East Providence  
Office of the Mayor  
Roberto L. DaSilva



Mayor

March 15, 2022

Robert Britto  
Council President  
East Providence City Council  
145 Taunton Ave.  
East Providence, RI 02914

Dear Council President Britto:

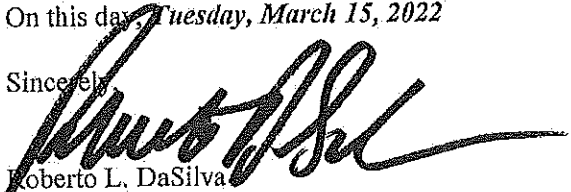
I hereby nominate for reappointment *Nancy Moore* to the *East Providence Historic Commission* pursuant to Article III Sec. 3-5 (b) of the Charter of the City of East Providence. This reappointment is made by the mayor. The term of each seat is three (3) years.

**Pursuant to R.I. Gen. Laws § 45-24.1-3**

Term: (03/15/2022-03/14/2025)

On this day, *Tuesday, March 15, 2022*

Sincerely,

  
Roberto L. DaSilva  
Mayor

Leah Stoddard  
CC://Deputy Clerk



**City of East Providence**  
**Office of the Mayor**  
**Roberto L. DaSilva**  
**Mayor**

I am here before the council to give you an update on what our city has accomplished in 2021. We have had a very busy, eventful and productive year.

The city has been leading the way during this pandemic by caring for and responding to the needs of our residents. Our city team opened a COVID-19 call center and clinic at the senior center, lobbied for and opened a regional vaccination pod on Taunton Avenue with a number of our partner municipalities including Bristol, Barrington, Pawtucket, Warren and Tiverton. We continue to host a COVID-19 walk-in test site at the Breed Hall at the Senior Center campus and lobbied Governor Daniel McKee for a second testing site at the Fuller Learning Center, which became operational on January 12, 2022.

In 2021, the city provided 36,639 vaccines and approximately 7,000 tests. We continue those efforts still today providing residents with vaccine boosters. We have distributed thousands of at-home test kits during drive-through distributions and pickups here at City Hall as well as deliveries to our local senior population.

### **Public Safety**

Our public safety departments, in addition to responding to the Covid-19 pandemic, have continued to work to ensure they have the tools, training and equipment required to keep our residents safe. East Providence entered into an agreement with the Rhode Island Emergency Management Agency (RIEMA) to be the host community for the East Bay Heavy Rescue Task Force. The city now hosts the task force equipment and received approximately \$75,000 to facilitate training. Our Fire Department was also able to begin staffing a fourth rescue. In addition, I had the opportunity to swear in the largest fire academy in the city's history – the 34<sup>th</sup> training academy, comprised of 20 fire recruits. In 2021, we began preparing for 35<sup>th</sup> Fire Academy slated to have 25 recruits.

The police department held two police recruitment drives. The City held its first public safety communications dispatcher academy, tested police body worn cameras in preparation of deploying them once the Rhode Island Attorney General issues a statewide policy and acquired and installed new laptops with 75 mobile units in Patrol, EMS and fire. The city invested in improvements to the HVAC system and locker rooms at our Police Station. In addition, we held our third annual Mayor's Summer Youth Academy.



## **Economic development**

The city has collaborated with several organizations to advance many important development projects.

In April, ONE Neighborhood Builders purchased a 36-unit development in East Providence for \$3.3 million from Rissport LLC, and will renovate the units that will now become deed-restricted affordable housing. The purchase of Sutton Place — two identical buildings located at 54 and 60 Sutton Avenue — with assistance from Rhode Island Housing ensures that the 36 units in the buildings will remain affordable for the long term. This renovation will make East Providence only the seventh of Rhode Island's 39 communities to meet the state goal that 10 percent of each municipality's housing stock qualifies as low- and moderate-income housing. This is the first project outside of Providence for ONE Neighborhood Builders.

In March 2021, the East Providence announced that a contaminated brownfield was being repurposed through a public-private partnership between the Rhode Island Public Transit Authority (RIPTA) and Kearsarge Energy. RIPTA will receive credit for power generated by a 6,000-plus panel solar installation that Kearsarge constructed on the site of a former tank farm on Dexter Road. The construction of the solar installation on the approximately nine-acre parcel has both fiscal and environmental benefits for the community and for the state. The solar power generated on site means less carbon emissions from electricity used in Rhode Island and new tax revenue for our city.

Phillipsdale Landing has become a hub for creative and innovative companies in East Providence. Since the purchase of the property five years ago, it has gone from completely vacant to 85 percent occupancy. Occupancy is slated to increase by the end of 2022. A few notable businesses at Phillipsdale include: Enotap, Studio Dunn, Ark Wood, We Share Hope, Amaral Custom Fabrication and CrossFit Phillipsdale. The property was recently purchased by a California investment firm for \$8.3 million. The owners of this real estate firm were attracted to East Providence because of several ongoing projects underway in our city.

In 2021 we saw significant movement in the receivership of the East Point development off Roger Williams Avenue in Rumford, known to most as the former GeoNova or Ocean State Steel site. The once contaminated industrial site has sat vacant and derelict for the last 15 years. The city has been working with the special master and the Churchill & Banks realty firm to sell the land and construct a multi-dimensional residential community. This project will also include 10 percent affordable housing units along with new public access to Omega Pond and Seekonk River.

Our administration, working with our state legislators and the East Providence City Council has established the first-ever Arts District in the city. This will exempt artists that live within this area from state income taxes, which should encourage residential development in the District. The new district has already resulted in a major investment in the district with three rundown properties that were purchased on Valley Street for \$3.3 Million. Additionally, a public art

campaign has been funded, which will include sculptures and murals located in Watchemoket Square.

Healthcare services continues to be one of the city's primary employment sectors. In the summer of 2021, we were pleased to welcome PACE RI to its new flagship headquarters on Tripps Lane. PACE moved its operations to a new 66,000-square-foot facility. PACE provides important wellness services to elderly residents in our region.

East Providence has adopted innovative mixed-use overlay districts to jumpstart redevelopment in older commercial corridors. The ordinance that was approved by the City Council in 2021 provides an answer to the relative inflexibility of the previous retail commercial (C-3) zoning and incorporates an expanded overlay that allows developers to overcome some of the major impediments that restrict redevelopment of older but completely viable downtown corridor buildings. These overlay districts include Warren, Taunton, Waterman and Bullocks Point Avenues. By allowing residential development to proceed in these areas, we anticipate to see more vibrancy in these areas that can support local businesses and restaurants.

In 2021, despite the challenges of a worldwide pandemic, we saw many new businesses open, expand or relocate to East Providence. A few notable examples include Mina's Brazilian Café, Taconeando, Quick Fitting Holding Company LLC, AQUASGROUP, ZOLL Medical Group, BSM Pump Corp., Nexans American Cable, Fulcrum Speedworks LLC and Enotap LLC, along with International Pipe Fittings, Paiva Plaza, and Future Foam Inc. These firms now occupy newly-renovated facilities located in East Providence's historical industrial corridors located on Warren Avenue, Waterman Avenue, Commercial Way and Narragansett Park Drive.

In December 2021, we saw 108,000 square feet of industrial space located at 25 Fairmount Ave. sold for \$5.8 million and soon we hope to be able to share more information about a major employer moving into that facility. Throughout 2021 we worked closely with the commercial broker for this property and we are encouraged to see this vacant building being primed for occupancy in 2022.

### **Infrastructure Improvements:**

We as a city are investing in our infrastructure. We have several municipal and state infrastructure improvement projects underway that will benefit East Providence for generations to come. In 2021, the Rhode Island Department of Transportation (RIDOT) announced that it would start work on the Washington Bridge Project. This project will include a new offramp from Route 195 West onto Waterfront Drive, which will support economic development opportunities and address chronic congestion issues both on the Interstate and at the Broadway exit from Route 195 West.

The Henderson Bridge Project is well underway. The project replaces the six-lane structurally deficient Bridge with a three-lane bridge. It also converts interchanges to at-grade intersections, provides a separated bike/pedestrian infrastructure and provides economic development opportunities. And most importantly, it provides connection to Waterfront Drive.

In 2021, East Providence continued in its third year of its municipal street paving. We paved a total of 10.16 miles or 53,655 linear feet of road.

We continue to invest in Riverside Square as you may have seen from the unveiling of the new playful sculpture, bike racks and pavers at the Square. The city has also made improvements to Pierce Field including a new splash pad for all of our kids to enjoy.

And we cannot forget significant projects under way and in the design phase including a backup water supply pipeline. The Bristol County Water Authority (BCWA) has teamed up with the City of East Providence on a new \$6.9 million emergency backup water pipeline.

The project will link the BCWA East Bay Pipeline with the East Providence water system at the Kent Heights water storage facilities. It will provide an emergency water supply from Providence Water to either utility. Phase two of securing our water supply will be a partnership with BCWA to connect to the Pawtucket Water Supply as a secondary source of water. Now more than ever, it is important that we work together to provide our residents and businesses with an uninterrupted flow of clean, safe and reliable water.

After more than 18 months of negotiations, the City, with the help of Arcadis, was able to negotiate a new wastewater operations contract with Suez Water Environmental Services that resulted in an annual savings of \$250,000 annually or \$2.5 million over 10 years. This contract not only provides sound, continuous wastewater operations, but it also provides great savings to our residents. Most importantly we negotiated the installation of covers on the primary clarifiers which are slated to be installed in 2022 and will reduce the odor associated with the treatment plant.

Currently, East Providence's collection system includes 27 sewer pump stations, 133 miles of sewer, and 3,216 sewer manholes. East Providence's Water Pollution Control Facility (WPCF) handles on average 6.7 million gallons per day and at peak handles 14.2 million gallons per day.

The City has begun the work of planning for the repairs and replacement of highly deficient and damaged sewer collection pipelines. Many of these pipes are over 70 years old and made of vitrified clay. They have far outlived their life cycle and are in need of major investment.

I am happy to report that work is underway on the seawall at Rose Larisa Park. The seawall has incurred damage over the years since it was first constructed in the early 1900s. A section of the wall collapsed in 2021 and emergency repairs were authorized. Our goal is to see the rebuild of the wall completed in 2022.

In 2021 the City, RIDOT, and National Grid reached an agreement that effectively ended our litigation over who should pay for the electric cost of street lights on state-owned roads. East Providence had been paying the electric bill for lights on state roads, going forward the state will assume those costs once the lights are converted to LED. We selected Rise Engineering to begin our streetlight conversion project, which will convert the city's 5,200 streetlights to LED lights, resulting in annual savings to taxpayers and illumination of red capped lights that had been turned off years ago as a cost savings measure.

In 2021, our Administration began the work of exploring the feasibility of bringing to fruition a community center for our residents. Our residents have twice asked our past

city leaders to build them a recreation center. We are now uniquely positioned to see their wishes become a reality leveraging American Rescue Plan Act funds to build our residents a state-of-the-art community center.

### **Community Engagement:**

One of the primary missions of our administration during this pandemic was to help raise the spirits and morale of our community. In 2021 the City was able to host probably one of the greatest Fourth of July Celebrations with a spectacular fireworks display and with a host of volunteer performers who provided entertainment to a stadium of spectators.

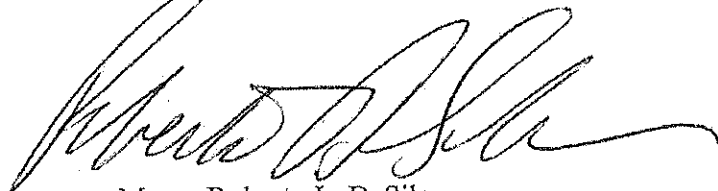
In addition, the City hosted the first of its kind Christmas celebration where we honored those who lost their lives to COVID-19 at our memorial Christmas tree and held a festive vendor and holiday crafts fair.

The City has also collaborated with a number of community organizations on a number of projects including the Friends of Grassy Plains, East Providence Arts Council, EP Urban Forest, The Rhode Island Tree Council and many more to beautify, invest in and provide resources to our community.

In fact, we created the first city-wide inventory of street trees. The inventory captures the tree's location, condition, species, and additional information that will guide the city's tree planting and maintenance plans. We also worked with Save the Bay to publish a Comprehensive Plan to restore water quality in Hundred Acre Cove and accepted the donation of a new fishing pier and public park at Kettle Point Pier, increasing public access to the waterfront

### **The Future Looks Bright**

The primary goal of our administration is to have East Providence realize its fullest potential. No longer will we be a community where opportunities are squandered, but rather East Providence will leverage our unique strengths and assets to become a city where prosperity and progress will become a reality for all our residents and businesses. The year 2022 promises to be a year of unprecedented economic growth with the construction of an outdoor music venue on the water front, an offshore wind hub, and major residential and commercial projects.



- Mayor Roberto L. DaSilva

**City of East Providence  
Office of the Mayor**



**Mayoral Proclamation**

**"International Women's Day & Women's History Month"**

*WHEREAS, March 8 is International Women's Day (IWD) and the Month of March is Women's History Month; and*

*WHEREAS, International Women's Day is a global day celebrating the social, economic, cultural and political achievements of women; and*

*WHEREAS, International Women's Day is a collective day of global celebration and a call for gender parity; and*

*WHEREAS, No one government, charity, corporation or academic institution is responsible for International Women's Day; and*

*WHEREAS, The day has occurred for well over a century with the first International Women's Day gathering in 1911 during a time of great expansion and turbulence in the industrialized world that saw booming population growth and the rise of radical ideologies; and*

*WHEREAS, The year 2011 saw the 100 year centenary of International Women's Day - with the first IWD event held exactly 100 years ago in 1911 in Austria, Denmark, Germany and Switzerland; and*

*WHEREAS, In the United States, President Barack Obama proclaimed March 2011 to be "Women's History Month", calling Americans to mark IWD by reflecting on "the extraordinary accomplishments of women" in shaping the country's history; and*

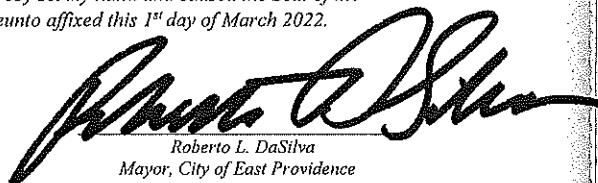
*WHEREAS, During Women's History Month, we honor the women who sacrificed and strived to ensure all people have an equal opportunity; and*

*WHEREAS, The City recognizes those women who have contributed to the betterment of the City and advancement of women in East Providence.*

*WHEREAS, IWD is an official holiday in many countries including Afghanistan, Armenia, Azerbaijan, Belarus, Burkina Faso, Cambodia, China (for women only), Cuba, Georgia, Guinea-Bissau, Eritrea, Kazakhstan, Kyrgyzstan, Laos, Madagascar (for women only), Moldova, Mongolia, Montenegro, Nepal (for women only), Russia, Tajikistan, Turkmenistan, Uganda, Ukraine, Uzbekistan, Vietnam and Zambia.; and*

**THEREFORE, I, Mayor Roberto L. DaSilva, on behalf of the city of East Providence, celebrate International Women's Day, and proclaim, the month of March as Women's History Month in the City of East Providence.**

*In recognition whereof I have hereby set my hand and caused the Seal of the City of East Providence to be hereunto affixed this 1<sup>st</sup> day of March 2022.*



Roberto L. DaSilva  
Mayor, City of East Providence

**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE PURCHASE  
OF REQUIRED FIRE FIGHTER EQUIPMENT**

**WHEREAS**, the City is seeking to purchase required fire fighter equipment which consists of Turnout coats and pants for the upcoming fire training academy; and

**WHEREAS**, the City received a quote from MES Shipman's Fire Equipment Co. in the amount of \$72,992.50 for the purchase of the equipment.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council authorizes the expenditure of \$72,992.50 for the purpose of purchasing required fire fighter equipment for the upcoming fire training academy.

This Resolution shall take effect upon passage.

Adopted: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk of the City of East Providence, RI

Introduced by: Council Vice President Rodericks



## Expense Request & Sole /Proprietary Source Justification Form

Good or Service: Turnout Coat & Pant Proposed Vendor: MES Shipman's

Requesting Dept: Fire Total Req Amt: \$72,992.50

Account Number to Charge: 56112

Monthly recurring charge:  Yes  No

Description of request and reason/justification of critical need:

Turnout Coat & Pant order for upcoming training academy

Explain why this is the only product/service that can meet the agency's needs:

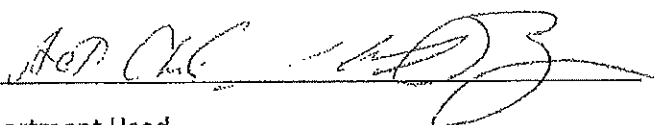
Required firefighter equipment

Is this part of an integral system  Yes  No

Why is the offered-price considered reasonable? What efforts have been made to negotiate the best price for this non-competitive purchase?

Pricing per Sourcewell RFP #032620

Approved by:



Department Head

3/8/22

Date

# Quote



172 Cross Rd  
Waterford, CT 06385

Date 03/07/2022  
Quote # QT1560868  
Expires 03/22/2022  
Sales Rep Dillon, Bartholomew  
PO #  
Shipping Method FedEx Ground  
Shipping Code (2)

**Bill To**  
Attn: Accounts Payable  
East Providence Fire Dept. (RI)  
913 Broadway  
E. Providence RI 02914-4505  
United States

**Ship To**  
Attn: Accounts Payable  
East Providence Fire Dept. (RI)  
913 Broadway  
E. Providence RI 02914-4505  
United States

Item	Alt. Item #	Units	Description	Qty	Unit Sales	Amount
FXR-Custom Turnout-Coat			Custom FXR Turnout Coat	25	1,706.75	42,668.75
FXR-Custom Turnout-Pant			Custom FXR Turnout Pant	25	1,212.95	30,323.75

Pricing reflects the Sourcewell RFP # 032620 Revision 4 Firefighting Personal Protective Equipment.

Subtotal	72,992.50
Shipping Cost (FedEx Ground)	0.00
<b>Total</b>	<b>\$72,992.50</b>

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1560868



**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION REQUESTING THE RHODE ISLAND GENERAL ASSEMBLY TO  
PASS LEGISLATION WHICH AUTHORIZES THE CITY TO DELAY THE  
IMPLEMENTATION OF THE MOST RECENT REVALUATION WITHOUT PENALTY**

**WHEREAS**, in 1997, the R.I. General Assembly enacted legislation (P.L. 1997, Ch. 179, § 1 and § 44-5-11.5. Legislative findings — Revaluation Cycle) which overhauled the statutory revaluation process for municipal taxation of real estate, to require that “each city and town shall conduct a revaluation within nine (9) years of the date of the prior revaluation and shall conduct an update of real property every three (3) years from the date of the last revaluation”; and

**WHEREAS**, the City has been in full compliance with these requirements and is in full support of the General Assembly’s intent to ensure that all taxpayers in Rhode Island are treated equitably; and

**WHEREAS**, the City entered into a contract with a revaluation vendor and subsequently completed a statistical revaluation to update the assessments of all taxable real property within the City as of the December 31, 2021 assessment date as required by the aforementioned statutes; and

**WHEREAS**, the findings of the revaluation clearly indicate that the real estate market was unstable at the time of the assessment date with large fluctuations in value within and between the various classes of property within the City; and

**WHEREAS**, the City attributes the COVID-19 Pandemic as one of the primary causes of these large fluctuations, as said Pandemic severely limited the number of properties put up for sale while simultaneously resulting in historic demand for residential properties and causing associated burdens for businesses, the labor force, and real estate investors; and

**WHEREAS**, the influence of the COVID-19 Pandemic on the local real estate market is expected to be temporarily in nature, and therefore, not reflective of stable market conditions going forward; and

**WHEREAS**, global events that have occurred since the December 31, 2021 assessment date such as COVID-19 Pandemic related supply chain issues, the Russian invasion of Ukraine which may destabilize the stock market (and other financial markets), the increase in interest rates, increased gasoline prices, and overall increases in the inflation rates are likely to have a significant impact on the local real estate market; and

**WHEREAS**, the assessment of real estate needs to be based on stable market conditions in order to be implemented in a fair & equitable manner; and

**WHEREAS**, the public trust is a major consideration of proper local taxation policy; and

**WHEREAS**, the impact of the large fluctuations between the assessments, the current unstable market conditions, the temporary nature of some market factors, and the unknown impact of on-going global concerns that could have a dramatic impact on local property values is likely to lead to a decline in the public's trust of our tax policy if unchanged.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of East Providence hereby requests and urges the Rhode Island General Assembly to pass legislation which authorizes the City to delay the implementation of the most recent revaluation without penalty until at least the December 31, 2024 assessment date.

**BE IT FURTHER RESOLVED**, that the City Clerk submit a copy of this Resolution to the City's State Senators and Representatives, the Speaker of the House of Representatives, the President of the Senate, and the Rhode Island Governor.

This Resolution shall take effect upon passage.

Adopted by the City Council: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk of East Providence, Rhode Island

Introduced by: Councilman Cahoon

**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT WITH FIRE EQUIPMENT, INC. FOR THE INSTALLATION OF A  
NEW INTERIOR SPRINKLER SYSTEM FOR THE DEPARTMENT OF PUBLIC  
WORKS COMPLEX LOCATED AT 60 COMMERCIAL WAY**

**WHEREAS**, on December 22, 2021, one contractor submitted a bid for the installation of a new interior sprinkler system for the Department of Public Works Complex located at 60 Commercial Way; and

**WHEREAS**, the bid was provided by Fire Equipment, Inc. in the amount of \$297,250; and

**WHEREAS**, the City would like to enter into a contract with Fire Equipment, Inc. for the installation of a new interior sprinkler system for the Department of Public Works Complex located at 60 Commercial Way in the amount of \$297,250.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Providence hereby authorizes the Mayor of the City of East Providence to enter into a contract between Fire Equipment, Inc. and the City of East Providence for the installation of a new interior sprinkler system for the Department of Public Works Complex located at 60 Commercial Way in the amount of \$297,250.

Adopted by the City Council: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk of East Providence, Rhode Island

Introduced by: Councilman Cahoon



This Contract (the "Contract") is made and entered into by and between The City of East Providence, (the "City") and **FIRE EQUIPMENT, INC.** (the "Contractor"). This Contract shall become effective on the date it is executed by the last party to execute it ("the Effective Date").

This Contract is for a project identified as **RFP EP21/22-03 INSTALLATION OF NEW INTERIOR SPRINKLER SYSTEM FOR THE DPW COMPLEX LOCATED AT 60 COMMERCIAL WAY, EAST PROVIDENCE, RI 02914**

For and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

#### **ARTICLE 1** **THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

#### **ARTICLE 2** **DOCUMENTS INCORPORATED BY REFERENCE**

This Contract includes the plans and specifications for the Project as identified thereon as the following: **RFP EP21/22-03 INSTALLATION OF NEW INTERIOR SPRINKLER SYSTEM FOR THE DPW COMPLEX LOCATED AT 60 COMMERCIAL WAY, EAST PROVIDENCE, RI 02914** all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the City and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 2 do not, and shall not, form any part of this Contract.

#### **ARTICLE 3** **REPRESENTATIONS OF THE CONTRACTOR**

In order to induce the City to execute this Contract and recognizing that the City is relying thereon, the Contractor, by executing this Contract, makes the following express representation to

the City.

- (A) The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- (B) The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;
- (C) The Contractor has received, reviewed and carefully examined all the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction;
- (D) The Contractor is familiar with all Federal, State, municipal, and department laws, ordinances, orders, and regulations which may in any way affect the work of those employed therein, including, but not limited to, any special acts relating to the work or the Project of which it is a part;
- (E) The Contractor is aware of the hazards involved in the work and the danger to life and property both evident and inherent, and that the Contractor will conduct the work in a careful and safe manner without injury to persons or property.

**ARTICLE 4**  
**INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the City and the Contractor agree as follows:

- (A) This Contract, together with the Contractor's and Surety's performance in the total amount of the project cost and payment bonds for the Project, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents not incorporated herein pursuant to Article 2.
- (B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
- (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the City and any person except the Contractor;
- (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning

in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

(E) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the City of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the City of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the City concerning such documents, as no such representations or warranties have been or are hereby made;

(F) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- (1) As between drawings and specifications, the specifications shall govern;
- (2) As between figures given on plans and scaled measurements, the figures shall govern;
- (3) As between this document and the plans or specifications, this document shall govern.

#### ARTICLE 5 OWNERSHIP OF DOCUMENTS WHICH MAKE UP THE CONTRACT

The documents which make up this Contract, and each of them, as well as any other documents furnished by the City, shall remain the property of the City. The City shall provide the Contractor with a sufficient number of copies of the complete Contract as the City determines is necessary. The Contractor shall have the right to keep the Contractor's executed set; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the City's prior written authorization. All sets in usable condition, with the exception of the Contractor's executed set, shall be returned to the City at the completion or cessation of the work or termination of the Contract.

**ARTICLE 6**  
**CONTRACTOR'S PERFORMANCE**

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (A) Construction of the Project;
- (B) The furnishing of the required 100% Performance Bond and Certificate of General Liability insurance coverage of \$1,000,000, as well as Workers' Compensation Insurance as required by the State of Rhode Island for itself and any of its employees.
- (C) The provision and furnishing, and prompt payment of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project;
- (D) The creation and submission to the City of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the City upon final completion of the Project and receipt of same by the City shall be a condition precedent to final payment to the Contractor.

**ARTICLE 7**  
**TIME FOR CONTRACTOR'S PERFORMANCE**

- (A) The Contractor shall commence the performance of this Contract within ten (10) calendar days after the Notice to Proceed and shall diligently continue its performance to and until final completion of the Project (subject to a winter shutdown period if necessary as provided for in Article 8 Paragraph (L)). The Contractor shall accomplish Substantial Completion of the Project on or before the dated established pursuant to Paragraphs (K) and (L) in Article 8.
- (B) The Contractor shall pay the City the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. When the City reasonably believes that Substantial Completion will be unexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

- (C) The term "Substantial Completion", as used herein, shall mean that point as determined by the City at which the Project is at a level of completion in strict compliance with this Contract such that the City or its designee can enjoy beneficial use or occupancy and can use or operate in all respects, for its intended purpose. Partial use or occupancy of the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.
- (D) All limitations of time set forth herein are material and are of the essence of this Contract.

**ARTICLE 8**  
**PAYMENTS TO CONTRACTOR**

- (A) The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Contract Sum of **TWO HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS and 00/100 (297,250.00)**. The price set forth in this Paragraph 8 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this contract.
- (B) The City shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 8. On or before the 15th day of each month after commencement of performance, but no more frequently than one monthly, the Contractor may submit a Payment Request for the period ending the 31st day of preceding the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City. Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The City shall approve in writing the amount which, in the opinion of the City, is properly owing to the Contractor. The payment of the Contractor's invoice will be made no later than thirty (30) days after the receipt of the invoice subject to the above. The Contractor shall submit progress invoices dated the last day of the month. These invoices will be submitted on G702 and G703 (AIA approved) documents.
- (C) The City will retain a percentage of the progress or monthly payments claimed, including approved change orders. The retainage shall remain at five percent (5%) until seventy-five percent (75%) of the Contract is complete, as determined by the City. At that time if the City decides the Contractor is making adequate progress, the City may reduce retainage to two and one half percent (2.5%) of the dollar value of all work satisfactorily complete to date, including change orders. Any further reduction in the retainage amount shall be at the City's discretion. The retainage shall be paid by the City to the Contractor within ninety (90) days of the date the work is accepted by the City unless a dispute exists with respect



to the work.

- (D) Upon Substantial Completion, the City may reduce the amount of retainage to the final retainage of 2.5% of the dollar value of all work satisfactorily completed to date, including approved change orders plus an additional retainage based on the City's estimate of the fair value of any punch list items and the cost of completing and/or correcting such incomplete or defective items or work. As these items are completed or corrected, they shall be paid for out of the retainage until Final Completion and Acceptance of Work is declared by the City. The final (2.5%) retainage shall be paid to the Contractor by the City within ninety (90) days of the date the work is accepted by the City unless a dispute exists with respect to the work.
- (E) Upon Final Completion and Acceptance of the Work, City shall issue a certificate attached to the final payment request stating that the Work has been accepted by the City under the conditions of the Contract Documents. The entire balance to be due the Contractor shall be paid to the Contractor within ninety (90) days of Final Completion and Acceptance of Work.
- (F) When payment is received from the City, the Contractor shall immediately pay all subcontractor, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the City becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, the City shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- (G) Neither payment to the Contractor, utilization of the Project for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract.
- (H) The City shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:
  - (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
  - (3) The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;

- (4) The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made, against the City or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of its obligations to the City.

In the event that the City makes a written demand upon the Contractor for amounts previously paid by the City as contemplated in this paragraph, the Contractor shall promptly comply with such demand.

- (I) When Substantial Completion has been achieved, the Contractor shall notify the City in writing and shall furnish to the City a listing of those matters yet to be finished. The City will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the City will so notify the Contractor in writing and will therein set forth the date of Substantial Completion. If the City, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the City from any payment then or thereafter due to the Contractor.
- (J) When the Project is finally complete and the Contractor is ready for final inspection, it shall notify the City thereof in writing. Thereupon, the City will perform a final inspection of the project. If the City confirms that the project is complete in full accordance with this Contract and the Contractor has performed all of its obligations to the City hereunder, the City will furnish a final Approval for Payment certifying that the project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the City from the Contractor's final payment.
- (K) The Contractor is to begin work within ten (10) days after the date of the Notice to Proceed and shall complete the work within 180 days consecutive days of notification of each assignment. If the Contractor fails to complete the work as set forth in this paragraph 8(L), the Contractor shall pay the City the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of unexcused delay in completing the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably

believes that the date of completion will be unexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion of the work, or any part thereof, for which the City has withheld payment, the City shall promptly release the Contractor those funds withheld, but no longer applicable, as liquidated damages.

(L) The time for completion noted above has been developed upon the assumption that the work may be suspended during winter shutdown if necessary. Winter shutdown shall be determined by the Director of Public Works for the City of East Providence. The time period specified for completion of the work in Paragraph (K) above shall be suspended during such winter shutdown. The contractor shall plan on winter shutdown period based upon these dates unless otherwise directed by the City. The winter shutdown dates are subject to change depending upon weather conditions. The City shall notify the Contractor in writing if there is a change in the winter shutdown period due to weather, environmental or other conditions which preclude the work from being executed in accordance with these documents.

(M) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contract shall furnish to the City, in the form and manner required by the City:

(1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

(2) If required by the City, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the City or the City's property;

(3) If applicable, consent(s) of surety to final payment;

(4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout.

#### ARTICLE 9 MUNICIPAL POLICE TRAFFIC CONTROL

The cost of municipal police traffic control shall be paid in accordance with RIGL §37-12-10. The Contractor shall be responsible for scheduling municipal police officers for traffic control purposes through the police department. If traffic control assignments are cancelled without twenty-four (24) hours notice, the Contractor is responsible to pay the City of East Providence for the hours police officers would have worked it if had not been for the

untimely cancellation of the assignment. The City at its sole discretion may require such scheduling to be pre-approved by the Public Works Department. The Contractor is responsible for all highway safety equipment for traffic control purposes including but not limited to proper signage and traffic cones.

**ARTICLE 10**  
**CEASE AND DESIST ORDER**

In the event the Contractor fails or refuses to perform the work as required herein, the City may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instruction has been corrected, no longer exists, or the City instructs that the work resume. In the event the City issues instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) calendar days of receipt of same to provide adequate assurance to the City that the cause of such instructions will be eliminated or corrected, then the City shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the City. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the City may have against the Contractor.

**ARTICLE 11**  
**DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the City:

- (A) The Contractor is again reminded of its continuing duties set forth in Subparagraph 4(E) which are by reference hereby incorporated in this Subparagraph 10(A). The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the City and the Architect, the Contractor shall be responsible for such work and pay the cost of correcting same;
- (B) All work shall strictly conform to the requirements of this Contract;
- (C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- (D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high

quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

- (E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- (F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel.
- (G) The Contractor shall keep an updated copy of this Contract at the Project site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the City and shall become the property of the City.
- (H) The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.
- (I) At all times relevant to this Contract, the Contractor shall permit the City to enter upon the Project site and to review or inspect the work without formality or other procedure.

**ARTICLE 12**  
**DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CITY**

- (A) Except for permit fees which are the responsibility of the Contractor, the City shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, and services performed pursuant to the Contract.
- (B) If the Contractor fails to correct work which is not in accordance with the requirements of the contract, and persistently fails to carry out the work in accordance with the Contract, the City, by a written letter, may order the contractor to stop all work, or any portion thereof, until the cause of such order has been eliminated; however, the right of the City to stop the work shall not give rise to a duty on the part of the city to exercise this right for the benefit of the Contractor or any other person or entity.
- (C) Upon completion and acceptance of the work, the City shall issue a certificate attached to the final payment request that the work has been accepted by the City under the conditions of the Contract.

**ARTICLE 13**  
**"OR EQUAL" CLAUSE**

- (A) Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the City's opinion. It shall not be purchased or installed without the City's written approval. In all cases new material shall be used in the project.
  
- (B) If more than one brand, make of material, device, or piece of equipment is shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device, or equipment, which in the opinion of the City or its Authorized Representative, is the recognized equal of that specified (considering quality, workmanship and economy of operation), and is suitable for the purpose intended, may be accepted.

**ARTICLE 14**  
**INDEMNITY**

The Contractor shall indemnify and hold the City harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorney's fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or loss or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the City.

**ARTICLE 15**  
**CLAIMS BY THE CONTRACTOR**

Claims by the Contractor against the City are subject to the following terms and conditions:

- (A) All Contractor claims against the City shall be initiated by a written claim submitted to the City. Such claim shall be received by the City no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and the same shall set forth in detail all known facts and circumstances supporting the claim;
  
- (B) The Contractor and City shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor.
  
- (C) In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7)

calendar days after the first appearance to such party of the circumstances. As a condition precedent to the City having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give written notice and make the claim as provided by this Subparagraph 15(c) shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition.

- (D) In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall strictly comply with the requirements of Subparagraph 15(A) above and such claim shall be made by the Contractor before proceeding to execute any additional or change work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation.
- (E) In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.
- (F) In the event the Contractor shall be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the City or someone acting in the City's behalf, or by City-authorized Change Orders, unusually bad weather not reasonably anticipatable, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the City upon the written claim of the Contractor to the City. A task is critical within the meaning of this Subparagraph 15(A) if, and only if, said task is on the critical path of the Project schedule so that delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Subparagraph 15(A) above. If the Contractor fails to make such claim as required in this Subparagraph 15(F), any claim for an extension of time shall be waived.

#### ARTICLE 16 SUBCONTRACTORS

Upon execution of this Contract, the Contractor shall identify to the City, in writing, those parties intended as subcontractors on the Project. The City shall, in writing, state any objections the City may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the City objects. The Contractor shall not award work to a subcontractor(s) in excess of fifty (50) percent of the Contract

Price, without prior written approval of the City. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the City against the Contractor herein. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

#### ARTICLE 17 WAGE RATES

- (A) There shall be paid to each laborer or mechanic of the Contractor or subcontractor engaged in the work on the Project under this Contract in the trade or occupation, an hourly wage rate pursuant to §37-13-7 of the General Laws of the State of Rhode Island regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.
- (B) If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the Contract, such person shall be paid at not less than a rate to be determined by the same authority which established the other wage rates for this Contract. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the City of his intention to employ persons in trades or occupations not classified in sufficient time for the City to obtain approved rates for such trades or occupations.
- (C) The foregoing specified wage rates are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract, shall be adjusted by the Contractor.
- (D) Except as may otherwise be required by law, all claims and disputes pertaining to the classification of labor employed on the Project under this Contract, shall be decided by the City's governing body or other duly designated official.

#### ARTICLE 18 CHANGE ORDERS

One or more changes to the work within the general scope of this Contract, may be ordered by Change Order. The Contractor shall proceed with any such changes, and the same shall be accomplished in strict accordance with the following terms and conditions:

- (A) Change Order shall mean a written order to the Contractor executed by the City after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof. Said change orders must be approved by the City Manager on behalf of the City;



- (B) Any change in the Contract Price resulting from a Change Order shall be determined as follows:
- (1) By mutual agreement between the City and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order; or,
  - (2) If no mutual agreement occurs between the City and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Any such costs or savings shall be documented in the format, and with such content and detail as the City requires.
- (C) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.
- (D) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the City, the Contractor's surety or law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

#### ARTICLE 19

#### **DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

- (A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the City, such work shall be uncovered and displayed for the City's inspection upon request, and shall be reworked at no cost in time or money to the City;
- (B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 19(A) above, it shall, if directed by the City, be uncovered and displayed for the City's inspection. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the City. Otherwise, such costs shall be borne by the Contractor;
- (C) The Contractor shall, at no cost in time or money to the City, correct work rejected by the City as defective or failing to conform to this Contract. Additionally, the Contractor shall

reimburse the City for all testing, inspections and other expenses incurred as a result thereof;

- (D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the City.
- (E) The City may, but in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming work.

#### ARTICLE 20

#### TERMINATION BY THE CONTRACTOR

If the City repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance of this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 22(A) hereunder.

#### ARTICLE 21

#### CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

- (A) The City shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the City, the Contractor shall immediately comply with same;
- (B) In the event the City directs a suspension of performance under this Paragraph 21, through no fault of the Contractor, the City shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:
  - (1) demobilization and remobilization, including such costs paid to subcontractors;
  - (2) preserving and protecting work in place;
  - (3) storage of materials or equipment purchased for the Project, including insurance thereon;
  - (4) performing in a later, or during a longer, time frame than that contemplated

by this Contract.

**ARTICLE 22**  
**TERMINATION BY THE CITY**

The City may terminate this Contract in accordance with the following terms and conditions:

- (A) The City may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the City or designee. The Contractor shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the contractor shall be compensated as follows:
- (1) The Contractor shall submit a termination claim to the City specifying the amounts due because of termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;
  - (2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
  - (3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
    - a) Contract prices for labor, materials, equipment and other services accepted under this contract;
    - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the

anticipated rate of loss, if any;

c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 18(A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 18(A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(B) If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the City, in addition to any rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the City for cause pursuant to this Subparagraph 22(B) and is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 2(A) and the provision of Subparagraph 22(A) shall apply.

### ARTICLE 23 INSURANCE

The Contractor shall carry and maintain the following insurance coverage at his own expense and add the City of East Providence as an additionally insured

(A) All insurance for this Contract shall be written by a company (or companies) acceptable to the City and all policies or certificates shall be submitted to the City for examination prior to commencement of operations by the Contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the City, the Contractor shall secure other policies or certificates in form and amount with a company satisfactory to the City. The Contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to the City stating when, (not less than thirty days

thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the City and contain true transcripts from the policy or policies authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice as to the location and operations involved.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all his subcontract operations and should the Contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the City covering each and every subcontractor shall be filed with said City prior to the commencement of subcontract operations.

(B) Contractor's Liability Insurance.

Liability insurance shall include all major divisions of coverage and be on a comprehensive general liability basis including:

- Premises - Operations (including X-C-U)
- Independent Contractor's protective
- Products & completed operations
- Blanket Contractual
- Owned, non-owned and hired motor vehicles
- Broad form coverage for property damage (including explosion, collapse and underground).

(C) The insurance required by this Subparagraph (b) shall be written for not less than the following, or greater if required by Law:

(1) Workers' Compensation:

- a. State of Rhode Island - Statutory
- b. Employer's Liability

(2) Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products & Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

- \$1,000,000 - Each Occurrence
- \$1,000,000 - Annual Aggregate

(b) Property Damage:

- \$1,000,000 - Each Occurrence
- \$1,000,000 - Annual Aggregate

(c) Products & Completed Operations to be maintained for one (1) year after final payment.

(d) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

(3) Contractor's Liability:

(a) Bodily Injury:  
\$1,000,000 - Each Occurrence

(b) Property Damage:  
\$1,000,000 - Each Occurrence  
\$1,000,000 - Annual Aggregate

(4) Personal injury, with Employment Exclusion deleted:  
\$1,000,000 Annual Aggregate

(5) Comprehensive Automobile Liability:

(a) Bodily Injury:  
\$ 500,000 - Each Person  
\$1,000,000 - Each Occurrence

(b) Property Damage:  
\$1,000,000 - Each Occurrence

(6) Property Insurance:

The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Subcontractors in the Work shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

(D) Insurance Covering Special Hazards:

Special hazards shall be covered by rider or riders to the Public Liability and Property Damage Insurance policy or policies herein above required to be furnished by the Contractor or by separate policies of insurance in the amounts stated in Paragraph 5(C).

(1) Property Damage Liability arising out of the collapse of or injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

- (2) Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
  - (3) Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting there from.
  - (4) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.
- (E) "ALL RISK" Insurance:

The Contractor shall acquire and maintain "All Risk" type Builder's Insurance. This insurance shall be in an amount equal to 100% of the insurable portion of the Project, and shall be for the benefit of the City, the Contractor, and each subcontractor as their interest may respectively appear.

#### ARTICLE 24 SURETY BONDS

The Contractor shall be licensed to do business in the State of Rhode Island and shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount of not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably acceptable to the City.

#### ARTICLE 25 PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights, and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss on when a particular process, design, or product of a manufacturer(s) is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the City.

**ARTICLE 26**  
**APPRENTICES**

Apprentices shall be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee of Apprenticeship, United States Department of Labor; or if no such Council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

**ARTICLE 27**  
**ASSIGNMENTS**

The Contractor shall not assign the whole or any part of this Contract, or any monies due or to become due hereunder, without the written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms or corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

**ARTICLE 28**  
**APPLICABLE LAW**

The law is hereby agreed to be the law of the State of Rhode Island.

**ARTICLE 29**  
**SUCCESSORS AND ASSIGNS**

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such party in connection with all terms and conditions of this Contract.



**CITY**

The City of East Providence  
City Hall  
145 Taunton Avenue  
East Providence, RI 02914

By:

\_\_\_\_\_  
(Signature)

Roberto L. DaSilva

Mayor

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date of Execution)

**CONTRACTOR**

Pierre A. Lemieux, Life Safety Consultant  
Fire Equipment, Inc.  
11 Industrial Drive,  
Smithfield, RI 02917

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date of Execution)

EXHIBIT A

Submitted Bid Proposal



**CITY OF EAST PROVIDENCE**  
**DEPARTMENT OF PUBLIC WORKS / PUBLIC BUILDINGS DIVISION**  
**BID FORM**  
**INSTALLATION OF NEW INTERIOR SPRINKLER SYSTEM FOR THE DPW**  
**COMPLEX LOCATED AT 60 COMMERCIAL WAY, EAST PROVIDENCE, RI 02914**  
**RFP NO. EP21/22-03**  
**REQUEST FOR PROPOSAL**  
**BID OPENING WEDNESDAY, DECEMBER 22, 2021 AT 11:00 AM**

<b>Design Phase:</b>	
<b>TOTAL COST:</b> Fifteen Thousand, Two Hundred Ninety Dollars (Written in words)	<b>\$ 15,290.00</b> (In figures)
<b>Time required from award to complete the project: -30- Days</b>	
<b>Construction Phase:</b>	
<b>TOTAL COST:</b> Two Hundred Eighty-One Thousand, Nine Hundred Sixty (Written in words)	<b>\$ 281,960.00</b> (In figures)
<b>Time required from award to complete the project: -270- Days</b>	

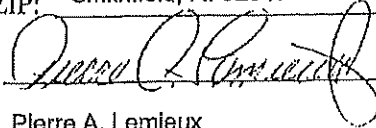
In case of a discrepancy between the amount written in words and the amount written in figures, amount written in words will govern.

Successful bidder will be required to submit a certificate of insurance with the City listed as additionally insured in the amounts listed in the instructions prior to final award.

BIDDING FIRM: Fire Equipment, Inc.

NUMBER & STREET: 11 Industrial Drive

CITY/STATE/ZIP: Smithfield, RI 02917

SIGNATURE:  DATE: 12/22/2021

PRINT NAME: Pierre A. Lemieux TITLE: Life Safety Consultant

PHONE NO: ( 401 ) 232-5960 FAX NO: ( 401 ) 231-5508

EMAIL ADDRESS: plemieux@felnewengland.com



## ANTI-COLLUSION DECLARATION

The Bidder, by virtue of issuing a Bid certifies that Bidder has not divulged, discussed or compared the Bid with other Bidders and has not colluded with any other Bidder of parties to a Bid whomsoever. Bidder further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this contract and the removal of offending parties from all Bid lists.

### CONFLICT OF INTEREST

The Bidder and all sub-contractors shall disclose in writing as part of their Bid any possible or potential conflicts of interest which are known to, or reasonably should be known to the Bidder or sub-contractors, which may exist between their firms and the City of East Providence.

All Bidders and their subcontractors and business partners must disclose with their Bid, the name of any officer, director, agent or employee who is also an employee or family member of an employee of the City of East Providence.

Further, the Bidder must disclose the name of any City of East Providence employee or family member or any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.

The Bidder and all sub-contractors and business partners shall disclose in writing as part of their Bid, any familial, personal or business relationships between members of Bidders, sub-contractor's or business partner's firms and members of the City of East Providence, whether or not there is any belief that the relationship might constitute a possible conflict of interests.

BIDDING FIRM: Fire Equipment, Inc.

SIGNATURE:  DATE: 12/21/21

PRINT NAME: Pierre A. Lemleux TITLE: Life Safety Consultant

**FIRE EQUIPMENT**  
INCORPORATED



**RALPH J. PERRY**  
A DIVISION OF  
FIRE EQUIPMENT, INC.

Protecting New England. Because so much is at stake.

MEDFORD · SPRINGFIELD · HYANNIS · SMITHFIELD

East Providence City Hall  
Contrallors Office, Room 103  
145 Taunton Avenue  
East Providence, RI 02914

INSTALLATION OF NEW INTERIOR SPRINKLER SYSTEM FOR THE DPW  
COMPLEX LOCATED AT 60 COMMERCIAL WAY, EAST PROVIDENCE, RI 02914  
RFP NO. EP21/22-03

### Technical Proposal

#### Contract Execution & Design:

Upon execution of contract and receipt of notice to proceed, Fire Equipment, Inc. (Contractor) shall submit Payment & Performance Bonds to the City of East Providence Controller or designated awarding authority (Owner) within 15 days. Production of Engineered System Drawings, Material & Equipment Submittals, Hydraulic Calculations and Project Schedule shall commence immediately and will be submitted to the Authority Having Jurisdiction for Tier I Review within 15 working days.

Approval is anticipated within 30 days, however, preliminary planning, staging, temporary infrastructure and staff orientation may or will begin at or within 15 days of award.

#### Preconstruction:

Once Tier I approval is obtained and proper permits have been received and posted, a pre-construction meeting will be scheduled with the Owner's Project Representative, Engineer of Record and Contractor's Field Supervisor to determine the Phasing and scheduling of each section of the facility.

#### Project Progress & Phasing:

Each Phase shall be recorded with corresponding anticipated dates of completion. This Phasing Schedule shall be updated at each weekly meeting going forward, marking progress toward completion, and providing any action items to maintain steady and predictable completion of each phase.

The Engineer of Record shall create and maintain a Construction Control Document and it shall be updated at each phase interval to ensure proper completion and execution of the project plan.

**FIRE EQUIPMENT**  
INCORPORATED



**RALPH J. PERRY**  
A DIVISION OF  
**FIRE EQUIPMENT, INC.**

Protecting New England. Because so much is at stake.  
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Progress Payments:

At the completion (or eminent completion) of each phase, Contractor shall invoice to the level of completion of the project to an including incremental costs incurred for project expenses, labor, supervision, and bulk materials purchased and delivered to the job site. The following represents an example of Phasing for this project, however, please note that the limits of each phase may change significantly after the planned preconstruction conference and to the satisfaction of the Owner's Project Representative.

Phase I Engineering Design and Tier I Submission	Phase V Bulk Mains Vehicle Maintenance & Tire Storage Mezzanine. Gridded Branch Lines for Vehicle Maintenance & Tire Storage Mezzanine (Testing).
Phase II Main Riser & Riser Room Prep & Piping (Testing)	Phase VI Bulk Mains Low Roof Office Areas
Phase III Bulk Mains School Dept. Garage, General Storage & Welding Area.	Phase VII Gridded Branch Lines Low Roof Office Areas (Testing).
Phase IV Gridded Branch Lines for School Dept. Garage, General Storage & Welding Area (Testing).	Phase VIII Final Testing & Inspection.
	Phase IX Project Close Out, Warrantees, Maintenance & Operation Mannals, As-Builts, Final Construction Control Affidavit & Owner Training.

Fire Equipment Project Representatives:

- William Jennings, General Manager, 20+ yrs. Business & Operations Management.
- Fire Alarm Expert, Electrical Engineering Technology.
- Stephen Califano, Senior Project Manager, 20+ yrs. Field Supervisor & Project Coordinator.
- MA & RI Sprinkler Journeyman
- Pierre Lemieux, Life Safety Consultant; 20+ yrs. Fire Protection Consultant
- MA & RI Fire Sprinkler Master, Pipefitting Master, Mechanical Engineering Technology

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**COMPLETED PROJECTS**

Project Title & Location	Work Category	Contract Price	Start date	Date completed
Provide Complete Wet System For Main Area - 600 Cummings Park, Woburn MA	Fire Sprinkler	\$120,877.00	01/19/2021	08/02/2021
Install deluge sprinkler piping - 677 Cousins St Yarmouth ME	Fire Sprinkler	\$82,750.00	02/17/2021	04/09/2021
Bunker Hill Comm. College 250 New Rutherford Ave. Boston, MA	Fire Pump Install	\$69,209.00	04/05/2021	06/25/2021
Deluge System For Battery Storage Container - 100 Tech Drive, Norwood MA	Fire Sprinkler	\$20,000.00	02/17/2021	03/26/2021
Bay Spring Crossing 60 Bay Spring Ave. Barrington, RI	Fire Sprinkler	\$49,058.00	03/18/2020	08/18/2021
Weston MGMT Repair Fire Pump - 230 Stuart Street, Boston, MA	Fire Pumps	\$18,900.00	06/24/2021	08/20/2021





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REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Provide Complete Wet System For Main Area	OWNER: GARY K RUBIN and Associates	Gary Rubin	(781) 893-3808
	DESIGNER: JFP Solutions	Taylor Jenkins	(781) 389-7999
	GC: Gary K Rubin & Associates	Gary Rubin	(781) 893-3808
Install deluge sprinkler piping	OWNER: Nextera Casco Bay	Chuck Hatfield	(207) 854-2216
	DESIGNER: Orr Protection Systems	Chuck Hatfield	(207) 854-2216
	GC: Orr Protection Systems	Chuck Hatfield	(207) 854-2216
Install Main Fire Pump	OWNER: Bunker Hill Com. College	Michael Rogers	(603) 327-7483
	DESIGNER: R. T. Stems	Rick Dumont	(978) 447-3688
	GC: Bunker Hill Com. College	Michael Rogers	(603) 327-7483
Deluge System For Battery Storage Container	OWNER: Nextera Casco Bay	Chuck Hatfield	(207) 854-2216
	DESIGNER: Orr Protection Systems	Chuck Hatfield	(207) 854-2216
	GC: Orr Protection Systems	Chuck Hatfield	(207) 854-2216
Bay Spring Sprinkler Install	OWNER: Bay Spring Condos	Ben Andreozzi	(401) 245-6300
	DESIGNER: Anchor Fire Protection, LLC	Bob Rotondo	(401) 323-2018
	GC: Andreozzi Associates	Ben Andreozzi	(401) 245-6300
Weston MGMT Repair Fire Pump	OWNER: Weston Associates Management	Ray Kenneally	(617) 980-9440
	DESIGNER: Fire Equipment, Inc.	John Boisonneau	(781) 201-1584
	GC: Weston Associates Management	Ray Kenneally	(617) 980-9440

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**CURRENTLY HELD CONTRACTS IN PROGRESS**

Project Title and Location	Work Category	Start and end dates	On schedule (yes / no)	Contract Price	% not complete	\$ value of work not complete
Game On 1273 Westminster Hill Road, Fitchburg, MA	Fire Sprinkler	7/29/2019 02/15/2022	Yes	\$188,688.00	10.00 %	\$19,000.00
Complete Sprinkler Renovation - 300 Middlesex Ave Medford, MA	Sprinkler	08/04/2021 - 03/04/2022	Yes	\$387,801.00	20.00 %	\$ 77.40
Osgood Elementary School Sprinkler Head Replacement - 210 Sohier St Cohasset, MA	Sprinkler	10/08/2021 - 06/30/2022	Yes	\$69,875.00	25.00 %	\$ 17.25
1st Floor server room rework - 600 West Cummings Park, Woburn, MA	Sprinkler	11/10/2021 - 02/07/2022	Yes	\$89,950.00	60.00 %	\$ 53.40
Pfizer B1604 - PE0409 - 1 Burt Road, Andover, MA	Sprinkler	11/16/2021 - 05/30/2022	Yes	\$145,500.00	95.00 %	\$ 137,750.00
Monogram Foods	Sprinkler	11/10/2021 - 04/25/2022	Yes	\$264,067.00	94%	\$247,567.00

**FIRE EQUIPMENT**  
INCORPORATED



**RALPH J. PERRY**  
A DIVISION OF  
**FIRE EQUIPMENT, INC.**

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## Consultant Qualifications

### Organization and Experience

Fire Equipment, Inc. (FEI) is a full-service fire protection equipment distributor and emergency service provider with 165 employees with branch offices in Agawam, MA, Hyannis, MA, Smithfield, RI & Manchester, NH). FEI operates a 15,000 square foot corporate office building in Medford, MA with 115 field service technicians in 75 service vehicles available 24/7/365.

FEI installs and services Fire Sprinkler Systems, Fire Alarm Systems, Special Hazard Suppression Systems, Restaurant Hood Fire Suppression Systems and Fire Extinguishers to customers throughout the New England and New York area.

Established in 1928 as a distributor of fire extinguishers in the Boston area, FEI expanded their service offerings to include Carbon Dioxide Fire Suppression Systems and Foam Fire Suppression Systems to US Navy ships and predominantly Massachusetts-based manufacturing facilities during the 1940's.

In the late 60's New England's High-Tech Boom brought a proliferation of computers and large data rooms requiring specialized fire protection. FEI met the challenge with the installation and servicing of Halon 1301 systems into the mid 80's.

As Halon was phased out, a new generation of non-Ozone depleting Clean Agent Systems were being developed. Again, FEI was on the cutting edge of this new technology and has remained a leader in this field since its inception.

Since 2012, FEI has added the design and installation of Wet-Pipe, Dry-Pipe, Pre-Action Systems and Fire Alarm Notification Systems to their product offerings and continues to evolve, grow, and expand as a full-service fire protection product distributor for the Greater New England region.

### FEI is a third-generation family-owned business managed by the following officers:

R William Murphy, Chairman/Owner  
Brian R Murphy, President  
Kerryn L. Dowling (Murphy), Director  
Douglas W Murphy, CFO  
Robert Coleman, COO  
Joseph Gollini, Sales Manager  
Peter Particelli, Vice President Projects Group  
William Jennings, Smithfield, RI Division General Manager

# William A Jennings Jr

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## Summary of qualifications

Experienced **General Manager** with proven ability to drive customer satisfaction. Supervising Sales, Service & Inspection Teams to support the division's customer base across multiple departments.

Contracts Administration, Quarterly Fiscal Reporting, and timely resolution of customer and project issues.

## Work experience

June 2020 to Present

Fire Equipment INC

**General Manager**

Responsible for all day-to-day business operations for all departments.

Aug 2007 to June 2020

SimplexGrinnell

Providence RI, Hartford RI, Springfield Ma

**Installation Operations Manager**

Oversee entire project from initial design & engineering to commissioning.

**Total Service Manager**

Motivate teams to meet and exceed customer expectations. Conduct periodic employee performance evaluations and employ improvement strategies.

**Operations Manager**

Responsible for all aspect of the installation department including P&L responsibility.

**Project manager**

Fire alarm, security, communications, and sprinkler installation projects in commercial, residential, educational, healthcare and industrial facilities.

2005 to 2007

Honeywell Controls

Providence, RI

**Field Service Specialist (Fire & Controls)**

Responsible for coordinating with the customer or general contractor to ensure installation is complete and on schedule. Creating electrical As-Built Drawings.

1998 – 2005

Systems Performance Engineering Corporation

Mystic, CT

**Project Manager Partner Owner**

**Project Engineer Partner**

## Education

1995 – 1999 New England Institute of Technology (ABET) Warwick R.I.

Bachelor's Degree: Electronics Engineering Technology

Honors 3.8 GPA.

## Contact

plemieux@feinewengland.com

[www.linkedin.com/in/](http://www.linkedin.com/in/plemieuxatfireequipment)

plemieuxatfireequipment (LinkedIn)

## Top Skills

Fire Protection

Life Safety

Fire Suppression Systems

## Languages

French (Limited Working)

English (Full Professional)

## Certifications

Fire Protection Master

Sprinkler Contractor

Pipefitter Unrestricted Master

## Honors-Awards

Outstanding Individual Achievement  
& Excellence in Sales

Awarding Judge Science &  
Technology

Salesperson Of the Year 2019

Outstanding Sales Achievement

# Pierre Lemieux

Life Safety Consultant/Sprinkler Master  
Smithfield, RI

## Experience

Fire Equipment Incorporated  
Life Safety Consultant/Sprinkler Master  
May 2014 - Present (7 years 8 months)  
Modford, MA/North Smithfield, RI, United States

NOREL Service Co  
Director Fire Sprinkler Division  
January 2021 - October 2021 (10 months)  
Waltham, Massachusetts, United States

SimplexGrinnell  
Sprinkler Service Sales Rep. Sprinkler Master, RI  
May 2006 - April 2014 (8 years)  
Pawtucket, RI

Identify Fire Protection Deficiencies, estimate/design and propose solutions.  
Educate & Cultivate relationships with business/building owners and buyers for  
fire protection & life safety.

Sprinkler Service Technician  
May 2006 - January 2012 (5 years 9 months)  
North Providence, RI

The Salvation Army  
Network Manager  
May 2000 - May 2005 (5 years 1 month)  
Boston, MA  
Install & Manage (5) Network systems servers, 100 clients, at 45 locations  
Lotus Notes Email Administrator.  
Technology Buyer/Consultant.

Piping Systems, Inc.  
President/General Manager  
May 1980 - September 1999 (19 years 5 months)  
Assonet, MA  
Senior Mechanical Designer  
ASME "R" Stamp QC Manager  
Fire Protection Division Manager  
Mechanical Estimator/Project Manager

## Education

Wentworth Institute of Technology  
Architectural Engineering (1977-1978)

Southeastern Massachusetts University  
Associate's Degree: Mechanical Engineering Technology (1978 - 1982)