

**CITY OF EAST PROVIDENCE**  
MINUTES—REGULAR COUNCIL MEETING  
TUESDAY, OCTOBER 15, 2019  
CALL TO ORDER: 7:00 P.M.  
*Council May Call Executive Session in Room 101*  
145 TAUNTON AVENUE – CITY COUNCIL CHAMBERS  
EAST PROVIDENCE, RHODE ISLAND

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

- I. CALL TO ORDER – All Council members present. Assistant Solicitor Conley and City Clerk Samantha Burnett were present as well. **  
The meeting was called to order after a recess from the Special Budget meeting. (CLERK’S NOTE: Not all items were discussed during this meeting. All other items not addressed were tabled to the October 29, 2019 Regular Session Meeting).

Motion to move the order of the docket by Councilwoman Sousa.

Motion to second by Council Vice President Rodericks

Motion passes unanimously.

**II. OPEN SESSION**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF CONSENT CALENDAR – FOR VOTE**

1.) Abatements

2019: \$9,178.34 (Submitted 09/25/2019)

2019: \$3,261.40 (Submitted 10/09/2019)

All items under, “Consent Calendar” are considered to be of a routine and noncontroversial nature by the City Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council members so requests, in which event the item will be removed from said Consent Calendar and will be considered in its normal sequence in the docket.

**PUBLIC COMMENT**

All persons wishing to make public comment shall sign a public comment sheet stating their name, address and the subject of their docket related item to speak on. This sheet shall be available on a desk at the entrance of the City Hall Chambers no later than forty five (45) minutes before the call to order of any regularly scheduled council meeting and shall be delivered by the City Clerk to the presiding officer no earlier than five (5) minutes before the call to order of the meeting. Each speaker will be limited to three (3) minutes. The order of the 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.

**V. APPOINTMENTS**

1. Zoning Board

Richard Croke

Appointment from Alternate to Member – **FOR VOTE**

2. Director of Planning and Economic Development

William Fazioli

**VI. LICENSING**

1. Application for Special Event – Alcoholic Beverage, Class F – FOR VOTE

a) St. Brendan’s Parish/Tamara Primmer

Turkey Raffle – November 16, 2019

b) St. Martha’s Church – Rev. David E. Green

Talent Show and Dinner – November 16, 2019

c) St. Francis Xavier Church

Sao Martinho Dinner – November 16, 2019

2. Application for Victualing License – FOR VOTE

Class 1

EBISU Restaurant


250 Warren Avenue - 02914

**VII. COMMUNICATIONS**

a) **Rhode Races –Request for Event in 2020**

**VIII. ORDINANCES**

a) **PUBLIC HEARING, FIRST PASSAGE – FOR VOTE**

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 UNOCAL SITE PROJECT 

Sponsored by Councilman Britto

Council President Britto introduced the Ordinance. Monte McKillup was present representing Chevron to speak with the Council and address any questions they may have had in relation to this ordinance. Kennan Rice was also present and addressed the Council regarding this ordinance.

Motion to approve made by: Councilwoman Sousa

Motion seconded by: Vice President Rodericks

Motion passes unanimously.

**b) SECOND PASSAGE, PUBLIC HEARING– FOR VOTE**


1. [ORDINANCE](#) OF THE COUNCIL OF THE CITY OF EAST PROVIDENCE ORDERING THE ASSESSMENT AND COLLECTION OF PROPERTY TAX ON THE RATABLE REAL ESTATE, TANGIBLE PERSONAL PROPERTY, AND AN EXCISE TAX ON REGISTERED MOTER VEHICLES AND TRAILERS
2. AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO BORROW FUNDS IN ANTICIPATION OF TAXES
3. AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO BORROW FUNDS IN ANTICIPATION OF BONDS
4. AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO BORROW FUNDS IN ANTICIPATION OF REVENUE
5. AN [ORDINANCE](#) IN REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED “ADMINISTRATION”  
Sponsored by: Councilman Mourato and Councilwoman Sousa

**NEW BUSINESS**

**a. REPORTS OF OTHER CITY OFFICIALS**

1. City Solicitor, Mike Marcello - Claims Committee Report
2. Grant Proposal and Service Agreement – Field Works East Providence Police Department

**c) RESOLUTIONS – FOR VOTE**

1. [RESOLUTION](#) CALLING ON THE UNITED STATES TO LEAD A GLOBAL EFFORT TO PREVENT NUCLEAR WAR  
Sponsored by: Council President Britto  
SEE ATTACHED FOR FULL RESOLUTION
2. [RESOLUTION](#) AUTHORIZING THE MAYOR TO PAY INVOICES FOR PRECONSTRUCTION EXPENSES FOR THE NEW EAST PROVIDENCE HIGH SCHOOL  
Sponsored by: Councilman Cahoon  
SEE ATTACHED FOR FULL RESOLUTION
3. [RESOLUTION](#) AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT BETWEEN THE CITY OF EAST PROVIDENCE AND LIVE NATION WORLDWIDE, INC.   
Sponsored by: Councilwoman Sousa  
SEE ATTACHED RESOLUTION

*Councilwoman Sousa introduced the resolution.*

*Motion to approve by Councilwoman Sousa.*

*Motion seconded by Councilman Mourato.*

*Motion passes 4-0, with Councilman Cahoon absent for the vote.*

**XIV. INVOCATION OF EXECUTIVE SESSION – FOR VOTE**

The City Council of East Providence may meet in Executive Session pursuant to Rhode Island General Laws §42-46-5 (a) (2)

**a) Claims – FOR VOTE**

1. Paul Galligan

**b) Sewer Abatements – FOR VOTE**

1. Eunice Adeyemo
2. Johnny Rivera
3. Danielle Carpenter Whitbeck

**XV. ADJOURNMENT - FOR VOTE**

***If communication assistance is needed or any other accommodations to ensure equal participation, please contact the City Clerk, Samantha Burnett at 401.435.7596***

MOTION TO CONTINUE THE REMAINING ITEMS AT 6:30 PM ON TUESDAY, OCTOBER 29, 2019 BY COUNCILWOMAN SOUSA.

MOTION SECONDED BY COUNCILMAN CAHOON.

MOTION PASSES UNANIMOUSLY.

MOTION TO ADJOURN BY COUNCIL VICE PRESIDENT RODERICKS

MOTION SECONDED BY COUNCILWOMAN SOUSA.

MOTION PASSES UNANIMOUSLY.

FOR CONTINUATION OF THE REMAINDER OF SPECIAL MEETING, PLEASE SEE THE SPECIAL SESSION MINUTES ON OCTOBER 15, 2019.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**CHAPTER**

**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 UNOCAL 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 Bold Point Harbor Special Development Sub-district, which includes the property owned by UNOCAL (defined below) (the "UNOCAL 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"), and 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"), 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, Union Oil Company of California ("UNOCAL"), the owner of the UNOCAL Project Area, has been working with the City towards the development of a mixed-use project in the Bold Point Harbor Special Development Sub-district and anticipates significant capital expenditures for such development (the "UNOCAL Site Project"); and

WHEREAS the East Providence Waterfront Commission has recommended that the City Council approve Amendment No. 5 to the Project Plan (attached hereto as Exhibit A) which amends the Project Plan consistent with improvements now contemplated for the UNOCAL Project Area; and

WHEREAS, pursuant to the Tax Increment Financing Act, the City shall designate a portion of the tax increment resulting from the UNOCAL 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 UNOCAL 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 \$9,370,000 to finance and refinance the TIF Projects related to the UNOCAL 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 UNOCAL Site Project and serve as additional security for the TIF Bonds issued for the benefit of the UNOCAL Site Project, such special assessments to be paid over the term of any TIF Bonds issued for the benefit of the UNOCAL 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 UNOCAL Project Area by UNOCAL or a developer to be designated by UNOCAL and approved by the Authorized Officers (defined below) for the purposes set forth above; and

WHEREAS, it is contemplated that the Waterfront Commission shall approve and recommend to the City Council an additional amendment or amendments to the Project Plan further delineating plans for the development, subsequent to UNOCAL's designation of a developer.

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 and 4 previously adopted, and Amendment No. 5 attached hereto, inclusive of the site plan (attached hereto as Exhibit B) entitled "UNOCAL TIF Area Tax Parcel Ownership Map," reflecting the UNOCAL Project Area and comprising Map 6/Block 1/Parcel 5, Map 7/Block 1/Parcel 1, and Map 7/Block 1/Parcel 2 and the conceptual development plan (attached hereto as Exhibit C) entitled "UNOCAL TIF Area Features and Public Improvements" which depicts proposed residential, hotel and commercial space uses for the UNOCAL Site Project (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 does not directly result in changes to streets except for the construction of portions of Waterfront Drive roadway that will run parallel to Veterans Memorial Parkway along the Providence River.

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 does not contemplate financial aid from the federal government.

6. The Redevelopment Plan provides 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 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 UNOCAL 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 UNOCAL 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 UNOCAL Project (a) be generally consistent with the scope and intent of the conceptual development presented in Amendment No. 5 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 228-318 permanent and 384-624 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 UNOCAL for the UNOCAL Site Project. Such approval shall be reported by the 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 Bold Point Harbor 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 UNOCAL 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 UNOCAL Project Area, and shall be identified as "UNOCAL Site Project Number 2019-1."

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 \$9,370,000 to finance the TIF Projects contained in the Amended Project Plan relating to the UNOCAL 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 UNOCAL Project Area to the repayment of the Bonds. Notwithstanding anything contained herein to the contrary, 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, UNOCAL 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 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 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 UNOCAL for expenditures paid prior to the issuance of the Bonds. Amounts to be reimbursed shall not exceed \$9,370,000 and shall be reimbursed in accordance with provisions of the Code.

SECTION 18. 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 7:00 p.m. for a  
hearing and consideration of final passage; and adopted

Attest:

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City Clerk of the City of East Providence, Rhode Island

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**CHAPTER**

**ORDINANCE OF THE COUNCIL OF THE CITY OF EAST PROVIDENCE ORDERING THE ASSESSMENT AND COLLECTION OF PROPERTY TAX ON THE RATABLE REAL ESTATE, TANGIBLE PERSONAL PROPERTY, AND AN EXCISE TAX ON REGISTERED MOTER VEHICLES AND TRAILERS**

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

**SECTION I.** That the Council of the City of the City of East Providence hereby orders the assessment and collection of a tax on ratable real estate, tangible personal property and an excise tax on trailers in a sum not more than One Hundred Four Million One Hundred Twenty Nine Thousand and Seventy Five (\$104,129,075) dollars. Said tax is for ordinary expenses, for the payment of interest and indebtedness, in whole or in part, of said city, and for other purposes authorized by law.

The Tax Assessor shall assess and apportion said tax on the inhabitants and ratable property of said city as of the 31st day of December, 2019 at twelve o'clock Eastern Standard Time, according to law, and shall on completion of said assessment, date and sign same and shall make out and certify to the Tax Collector of the City of East Providence, who is charged with the duties for the collection of taxes, on or before the 15th day of June, 2020 a complete list of the names of the persons taxed and of the total value of all the real estate and personal property assessed against each person, and also the amount of registered motor vehicles and trailers assessed against each person, and also the total amount assessed against each person on said real estate, personal estate and registered motor vehicles and trailers, opposite the name of the person or persons assessed. Upon receipt of the certified tax list by the Tax Collector, she shall proceed and collect said tax on the persons and estates liable thereof; said tax shall be due and payable on and between the 1st day of June 2020 and the 1st day of July, 2020 and provided further that if said tangible personal property, motor vehicle, and real estate taxes are paid in full on or before the 1st day of July, 2020, a discount of one and one half per centum (1.5%) of the total taxes on said tangible personal property, motor vehicles, and real estate shall be granted, and all taxes remaining unpaid on the 1st day of July, 2020 shall carry until collected a penalty at the rate of twelve per centum (12%) per annum from the 1st day of June, 2020 upon said unpaid tax, however, said taxes may be paid in four installments; the first installment of twenty-five per centum (25%) on or before the 1<sup>st</sup> day of July, 2020, the second installment of twenty-five per centum (25%) on or before the 1st day of September, 2020, the third installment of twenty-five per centum (25%) on or before the 1st day of December, 2020 and the fourth installment of twenty-five per centum (25%) on or before the 1st day of March, 2021.

Each installment of taxes if paid on or before the last day of each installment period successively in order shall be free from any charge of interest.

If any succeeding installment of taxes is not paid by the last date of the respective unpaid balance period or periods as they occur, then the whole tax or remaining unpaid balance of the taxes as the case may be shall immediately become due and payable and carry until collected a penalty at the rate of twelve per centum, (12%) per annum.

If any payment of taxes is made by check or electronic fund transfer (EFT) and said check is returned unpaid or said EFT is rejected and the city is assessed a fee from its bank for said bounced check/rejected EFT, a fee in the amount of \$25.00 for a bounced check and a fee in the amount of \$15.00 for a rejected EFT shall be due and owing by said taxpayer and said payment amount shall be added to the bill due and owing by the taxpayer.

**SECTION II.** That any of said taxes not paid on or before the 1st day of March, 2021 shall forthwith be collected by levy upon the sale of real estate upon which it is assessed and by that or other due process of law in case of assessment upon personal property.

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

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 7:00 p.m. for a hearing and consideration of final passage and adopted \_\_\_\_\_.

Attest:

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

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

CHAPTER

ORDINANCE OF THE COUNCIL OF THE CITY OF EAST PROVIDENCE APPROPRIATING \$192,051,126 FOR THE SUPPORT OF THE CITY GOVERNMENT FOR THE FISCAL YEAR ENDING OCTOBER 31, 2020

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

**SECTION I.** The general fund receipts for the fiscal year ending October 31, 2020 have been established to amount to \$192,051,126 made up as follows:

GENERAL FUND	2018-2019	2019-2020
<b>REVENUES</b>		
Property Taxes	109,239,017	113,512,651
School State Aid	35,672,633	36,222,919
City State Aid	5,715,197	7,012,959
City Revenue	6,887,083	7,402,271
School Grants/Other	1,465,000	1,590,000
City Grants/Other	1,939,233	1,394,603
<b>Total General Fund</b>	<b>\$ 160,918,163</b>	<b>\$ 167,135,403</b>
<b>UTILITY FUNDS</b>	<b>2018-2019</b>	<b>2019-2020</b>
<b>REVENUES</b>		
Water Division	10,369,672	10,703,474
Wastewater Division	14,020,300	14,212,249
<b>Total Utility Funds</b>	<b>\$ 24,389,972</b>	<b>\$ 24,915,723</b>
<b>TOTAL REVENUES</b>	<b>\$ 185,308,135</b>	<b>\$ 192,051,126</b>

**SECTION II.** To defray the expenses of the City of East Providence for the fiscal year commencing November 1, 2019 and ending October 31, 2020, the sum of money, or so much thereof as are authorized by law indicated in the accompanying schedule, are hereby appropriated for the objects and purposes, and in the amounts expressed therein, provided that payments thereunder shall be subject to the provisions of the City Charter of the City of East Providence and also subject to the provisions of said City Charter relative to the manner and form of expenditures of money set forth in said Charter from the City Treasury.

**SECTION III.** All monies appropriated are to be expended by the various departments in the manner and form approved by the Director of Finance.

**SECTION IV.** The payment to the School Fund of the following estimated receipts, included in the appropriation of \$87,937,696 for the support of the public schools for the City of East Providence fiscal year 2019-2020, shall be

increased or decreased to conform to the actual amounts received from such sources during the fiscal year 2019-2020 except the appropriation of property tax.

<b>SCHOOL DEPARTMENT REVENUES</b>	<b>FY 2019</b>	<b>FY 2020</b>
Appropriation of Property Taxes	47,733,474	50,124,777
State Sources/Other	37,137,633	37,812,919
<b>Totals</b>	<b>\$ 84,871,107</b>	<b>\$ 87,937,696</b>

**SECTION V.** The purpose of this ordinance is to adopt the Budget for the fiscal year 2019-2020 which begins November 1, 2019 and ends October 31, 2020 as prepared and submitted by the Mayor, and to implement the recommendations as set forth in the Mayor's Budget Message by the approval of said recommendations as contained herein, or by other ordinances or resolutions of the Council of the City of East Providence; all in accordance with the provisions of said Article.

**SECTION VI.** 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

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**CHAPTER**

**AN ORDINANCE AUTHORIZING THE DIRECTOR OF  
FINANCE TO BORROW FUNDS IN ANTICIPATION OF TAXES**

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

**SECTION I.** The Director of Finance is authorized to borrow during the fiscal year ending October 31, 2020 such sums of money in anticipation of the property taxes of the year as may be permitted by law for the purpose of meeting the current liabilities and expenses of the City and that the Director of Finance is authorized to issue the note or notes of the City therefore and to refund such note or notes and any tax anticipation notes of a prior year to the extent permitted by law.

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

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 7:00 p.m. for a hearing and consideration of final passage and adopted \_\_\_\_\_.

Attest:

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

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**CHAPTER**

**AN ORDINANCE AUTHORIZING THE DIRECTOR OF  
FINANCE TO BORROW FUNDS IN ANTICIPATION OF REVENUE**

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

**SECTION I.** The Director of Finance is authorized to borrow during the fiscal year ending October 31, 2020 such sums of money in anticipation of the sewer use fee revenue of the year as may be permitted by law for the purpose of meeting the current liabilities and expenses of the City and that the Director of Finance is authorized to issue the note or notes of the City therefore and to refund such note or notes and any revenue anticipation notes of a prior year to the extent permitted by law.

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

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 7:00 p.m. for a hearing and consideration of final passage and adopted \_\_\_\_\_.

Attest:

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



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**CHAPTER**

**AN ORDINANCE AUTHORIZING THE DIRECTOR OF  
FINANCE TO BORROW FUNDS IN ANTICIPATION OF BONDS**

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

**SECTION I.** The Director of Finance is authorized to borrow during the fiscal year ending October 31, 2020 such sums of money in anticipation of bonds as may be permitted by law for the purpose of meeting the current liabilities and expenses of the City and that the Director of Finance is authorized to issue the note or notes of the City therefore and to refund such note or notes and any bond anticipation notes of a prior year to the extent permitted by law.

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

Given first passage \_\_\_\_\_ and referred to \_\_\_\_\_ at 7:00 p.m. for a hearing and consideration of final passage and adopted \_\_\_\_\_.

Attest:

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

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

CHAPTER 2

AN ORDINANCE IN  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED "ADMINISTRATION"  
ARTICLE II

2019 SEP 10 PM 4:51

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

**SECTION I.** Article II entitled "City Council" of Chapter 2 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Administration" to read as follows:

**Section 2-18**

- 1) The East Providence City Charter Chapter 2, Subsection 10, expressly prevents the City Council from unilaterally dealing with the administrative service of the City, except for the purpose of inquiry. Otherwise, the Council is required to work with the administrative office of the City through the Mayor. Therefore, the Council is prevented from issuing any direct order to any member of the Administrative Services of the City.
  - a. Any alleged violation of this Charter provision may be brought in Municipal Court by any party with standing.
  - b. If such a violation of The East Providence City Charter Chapter 2, Subsection 10 is proven beyond a reasonable doubt, the Municipal Court may impose a fine on the Councilor up to \$1,000 for each violation.
  - c. Any such decision is appealable to the Rhode Island Superior Court *de novo*, and subject to the authority of the Rhode Island Attorney General, including but not limited to *nolle prosequi*.

- d. These provisions in no way limit the East Providence City Council's Subpoena Powers under Chapter 2 Section 9 of the East Providence City Charter.
- 2) The City Council may make inquiries of the administrative services and may work with the administrative services of the City by and through the Mayor or the Mayor's delegate.
- 3) In order for the Council to fulfill its duties and obligations under the Charter without risk of violating the limitations set forth in Chapter 2, Section 10 of said Charter, the Council and the Mayor shall come to a formal written agreement, which shall be voted on after a public hearing before the City Council. Such formal written agreement shall establish the practical means for the Council to make inquiry of administrative services and to work with administrative staff through the Mayor.
- a. This agreement shall be the basis by which the Mayor shall have a member of the administrative services whose regular duties and responsibilities are relevant to the inquiry respond to said inquiry.
- b. This agreement balances the power of the Council's right to inquiry and the council's limitations for interacting directly with the administrative services.

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

Given first passage and referred to at 7:00 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: Councilman Mourato and Councilwoman Sousa*

2019 SEP 10 PM 4:51

MAYOR ROBERTO L. DASILVA

and

THE CITY COUNCIL OF THE CITY OF EAST PROVIDENCE

Procedure establishing the practical means for the Council to make inquiry of administrative services and to work with administrative staff through the Mayor

2019 SEP 10 PM 4:51

This Memorandum of Understanding (MOU) is made and entered into on September \_\_, 2019 by and between Mayor Roberto L. DaSilva (hereinafter referred to as the "Mayor") and the City Council of the City of East Providence (hereinafter referred to as the "Council").

This MOU is intended to balance the power of the Council's right to inquiry and the Council's limitations for interacting directly with the administrative services.

It will be in effect from the date of its passage until a successor agreement takes its place.

Both the Mayor and the Council agree to the following:

1. A form shall be made available to members of the Council, created by the Mayor's office, which must be filled out as thoroughly as reasonably practicable and submitted to the Mayor's office, either in person, or through the email address [mayorsoffice@cityofeastprov.com](mailto:mayorsoffice@cityofeastprov.com).
2. The form shall state:
  - a. The name of the Councilmember,
  - b. The topic and general concerns or questions related to the Councilor's inquiry,
  - c. Any department that the Councilmember believes may have pertinent information about the inquiry
3. If the Councilmember wishes that the inquiry be addressed at a public meeting, the Councilmember shall indicate as much and shall submit the form no later than (2) two days prior to the posting of the docket for the public meeting for which the member of the administrative service is being requested to ensure compliance under the Rhode Island Open Meetings Act, 42-46-1 et seq.

4. If a Councilmember wishes a member of the administrative service to speak on multiple issues, separate forms must be submitted.
5. The member of the administrative service appearing before the Council shall answer all questions, to the best of their ability, requested by the Councilmembers provided they continue to fall under the particular docket item being discussed. If the member of the administrative service does not have the answer to a particular question at the time of the meeting, they shall make all reasonable efforts to provide a response to the Councilmember as soon as practicable, but in all cases prior to the subsequent Council meeting.
6. If the Administrative Services shall fail, either willfully or without cause, to perform under this Memorandum of Understanding, then the Council may use this form as sufficient grounds to issue a subpoena in accordance with East Providence City Charter Section 2-9(6).

2019 SEP 10 PM 4:51

## COUNCIL INQUIRY TO THE ADMINISTRATIVE SERVICES

Council Member:	
Inquiry:  (1 per form)  <i>Please include the topic and general concerns or questions related to the inquiry, the more information provided to Administrative Services the more thoroughly Administrative Services may be able to respond</i>	2019 SEP 10 PM 4:51
Is the Councilor requesting a member of the administrative services to appear at a public Meeting? If so, which meeting?	

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

If the Councilmember wishes that the inquiry be addressed at a public meeting, the Councilmember shall submit the form no later than (2) two days prior to the posting of the docket for the public meeting.

The member of the administrative service appearing before the Council shall answer all questions, to the best of their ability, requested by the Councilmembers provided they continue to fall under the particular docket item being discussed. If the member of the administrative service does not have the answer to a particular question at the time of the meeting, they shall make all reasonable efforts to provide a response to the Councilmember as soon as practicable, but in all cases prior to the subsequent Council meeting.

The Mayor shall have a member of the administrative services whose regular duties and responsibilities are relevant to the inquiry respond to said inquiry, but the Council may not direct any particular individual to respond. If the Administrative Services shall fail, either willfully or without cause, to perform under this Memorandum of Understanding, then the Council may use this form shall constitute the legitimate public purpose for the issuance of and scope of a subpoena pursuant to East Providence City Charter Section 2-9(6).

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION CALLING ON THE UNITED STATES TO  
LEAD A GLOBAL EFFORT TO PREVENT NUCLEAR WAR**

**WHEREAS**, global arsenals have approximately 14,000 nuclear weapons, and most are far more destructive than those that killed hundreds of thousands of people in Hiroshima and Nagasaki, Japan in 1945; and

**WHEREAS**, the detonation of even a small number of these weapons anywhere in the world could have catastrophic human and environmental consequences that could affect everyone on the planet; and

**WHEREAS**, a large scale nuclear war would kill hundreds of millions of people directly and cause unimaginable environmental damage, producing conditions wherein the vast majority of the human race would starve and mankind might possibly become extinct as a species; and

**WHEREAS**, the United States maintains nuclear missiles on hair-trigger alert, capable of being launched within minutes after only a presidential order, which greatly increases the risk of an accidental, mistaken or unauthorized launch; and

**WHEREAS**, the United States, as well as Britain, China, France, and Russia are obligated under the Nuclear Non-Proliferation Treaty (NPT) to take concrete steps toward eliminating their nuclear arsenals; and

**WHEREAS**, in July 2017, 122 nations approved the Treaty on the Prohibition of Nuclear Weapons which makes it illegal under international law to develop, test, produce, manufacture, or otherwise acquire, possess or stockpile nuclear weapons or other nuclear explosive devices; and

**WHEREAS**, United States taxpayers spend over \$2 million every hour of every day to maintain the United States arsenal, and the planned expenditure of more than \$1.2 trillion to enhance our nuclear arsenal will exacerbate nuclear dangers by fueling a global arms race and diverting crucial resources needed to assure the well-being of American people.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Providence hereby calls on the United States and the Rhode Island Congressional Delegation to lead a global effort to prevent nuclear war by:

1. Renouncing the option of using nuclear weapons first;
2. Ending the sole, unchecked authority of any president to launch a nuclear attack;

3. Taking United States nuclear weapons off hair-trigger alert;
4. Cancelling the plan to replace its entire arsenal with enhanced weapons; and
5. Actively pursuing a verifiable agreement among nuclear-armed nations to eliminate their nuclear arsenals.

**BE IT FURTHER RESOLVED** that a copy of this resolution be sent to each member of Rhode Island's Congressional Delegation.

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

Attest:

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

Introduced by: Council President Robert Britto



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE MAYOR TO PAY INVOICES  
FOR PRECONSTRUCTION EXPENSES FOR THE NEW  
EAST PROVIDENCE HIGH SCHOOL**

**WHEREAS**, the voters of the City of East Providence approved the passage of a bond for the construction of a new high school on November 6, 2018 in the amount of \$189,500,000; and

**WHEREAS**, the City is in the process of issuing the bonds for said project; and

**WHEREAS**, prior to the bonds being sold, the City has incurred and will continue to incur preconstruction expenses related to design and architectural review; and

**WHEREAS**, the School Department has requested payment of invoices for September 2019 from Ai3 Architects, Inc. in the amount of \$1,640,127.30, the Peregrine Group (the owner's program manager) in the amount of \$59,000.00, Gilbane Building Company in the amount of \$765,890.71, Stephen Turner, Inc. in the amount of \$4,277.50, and Thielsch Engineering in the amount of \$8,105.00 for a total amount of \$2,477,400.51; and

**WHEREAS**, the City will be reimbursed for any outlay of funds from the bond proceeds or bond anticipation notes.

**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 acting through and by the City Finance Director to pay the attached invoices not to exceed \$2,477,400.51.

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

Attest:

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

Introduced by: Councilman Nathan Cahoon

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE  
LEASE AGREEMENT BETWEEN THE CITY OF EAST PROVIDENCE  
AND LIVE NATION WORLDWIDE, INC.**

**WHEREAS**, the current Lease Agreement between the City of East Providence and Live Nation Worldwide, Inc. will expire as of October 31, 2019; and

**WHEREAS**, Live Nation Worldwide, Inc. would like to continue to use the property located at Bold Point Park along Waterfront Drive, Map 6, Block 1, Parcel 3 for the presentation of music performances, festivals and other entertainment or private events.

**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 execute the Lease Agreement between the City of East Providence and Live Nation Worldwide, Inc. attached hereto as Exhibit A.

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

Attest:

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

Introduced by: Council President Britto

# EXHIBIT A

## LEASE AGREEMENT

This **LEASE AGREEMENT** (this "**Lease**") is made this 15th day of October, 2019 (the "**Effective Date**"), by and between the CITY OF EAST PROVIDENCE, RHODE ISLAND ("**City**") and LIVE NATION WORLDWIDE, INC., a Delaware corporation, ("**Live Nation**").

**NOW, THEREFORE**, for Five Dollars (\$5.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties do hereby agree as follows:

1. **Premises.** The City is the owner of certain property located at Bold Point Park along Waterfront Drive, East Providence, Rhode Island. Live Nation will have exclusive use during each Term to that area of Bold Point Park subject to RIDEM and NPS approval and subsequent approval by Live Nation, as more particularly described on Exhibit A attached, (hereafter the "**Premises**"). Any modifications of the Premises are subject to review and approval of the Rhode Island Department of Environmental Management ("**RIDEM**"). Live Nation's use of the Premises will consist of 20-30 events including music, comedy, private events, and public events such as local graduations, charitable events, and festivals. Live Nation will fence in the Premises for exclusive use by Live Nation for their events.

2. **Term.** The term of this Agreement (the "**Term**"), will be for the period commencing October 30, 2019 and ending on June 15, 2021. The Term will consist only of six (6) month periods from May through October of venue operations each year. Under no circumstances shall the Term for venue operations each year exceed six (6) months.

3. **Use of Facility.**

(a) During each Season of the Term, Live Nation shall have the exclusive right to use the Premises for the presentation of music performances, festivals and other entertainment or private events, which may or may not require a ticket, and which may be open to the general public. In connection with such permitted use, Live Nation may license others to use the Premises for the presentation of music performances, festivals and other entertainment or with the approval of the City, which shall not be unreasonably withheld, private events. During each Season of the Term, with the approval of the City, Live Nation shall have the exclusive right to sell sponsorships for events at the Premises, for the naming of the Premises or any portion thereof, for the provision of certain services or goods at the Premises, and for any other matter whatsoever regarding the Premises, and activities there, and Live Nation shall be entitled to receive and retain all of the revenues generated by such sponsorships; provided, however, there shall be no sponsorships of tobacco products or firearms or birth control products.

(b) Subject to the terms of this Agreement, during each Season of the Term, Live Nation shall have the exclusive right to sell goods, merchandise, food, beverages and catering services at and from the Premises, and shall be responsible for any permits, fees, inspections and certificates subject to municipal ordinance. Live Nation may subcontract or sublicense its rights hereunder without the necessity of obtaining consent or approval of City. Live Nation shall be entitled to receive and retain all of the revenues generated by such activities; provided, however, there shall be no sale of tobacco products or firearms or birth control products.

(c) During each Season of the Term, Live Nation shall also have the exclusive right to use the Premises, or to allow others to use the Premises for short duration (single event functions such as educational seminars, ceremonies, receptions and the like with approval of the City). Live Nation shall be entitled to receive and retain all of the revenues generated by such activities; provided, however, there shall be no sale of tobacco products or firearms or birth control products.

(d) During each Season of the Term, Live Nation shall have the exclusive right to set and control the price of admission for all performances and other entertainment events presented at the

Premises and the price of all goods, merchandise, food, beverages and catering services offered at the Premises.

(e) Notwithstanding subparagraphs (a) through (d) above, the City shall have the right, at no cost or expense to Live Nation, to utilize the Premises for events held by or on behalf of the City ("City Events") subject to availability and for any live entertainment event subject to prior written consent of Live Nation. The City's use of the Premises for City Events shall be pursuant to Live Nation's then standard license agreement for the use or rental of the Premises with the Premises rental fees being waived and the City being responsible only for Live Nation's actual out-of-pocket costs in connection with the City's use of the Premises (e.g. security, ushers, ticket takers, utilities, janitorial, traffic control, etc.). The extent of any concession operations at the Premises during the City Events shall be (i) determined by Live Nation in its sole discretion, (ii) conducted by Live Nation or its concessionaire. All paid tickets for the City Events shall be sold, processed and handled by Live Nation's ticketing service provider (initially to be TicketMaster) with the net revenues therefrom being delivered to the City; for the purposes of this sentence net revenues means the gross amount paid by a customer less any applicable amusement taxes, sales taxes, processing or handling fees, and facility maintenance fees.

(f) Live Nation shall provide reasonable private security for the events within the Premises, and shall contract with the City to provide additional security and public safety which City and Live Nation mutually agree upon (the "Additional Public Safety Service"). Live Nation shall pay the City for the Additional Public Safety Service at the City's customary rates. The City and Live Nation acknowledge the level of Police and Fire personnel and equipment needed for each event will depend on the type of event and the anticipated attendance. Live Nation and the City shall work together to determine the appropriate level of security personnel needed for each event depending on the type of event and anticipated attendance.

(g) Live Nation shall pay for any and all stated costs associated with producing events at the premises, including staffing, stage and backstage area, sound, lighting, artist, clean-up, and porta johns. Live Nation shall be responsible for cleanup of the Premises after all events, and surrounding sidewalks and streets, including, but not limited to, removal of all refuse. Live Nation shall be responsible for providing refuse containers.

#### 4. **Fee/Reporting Requirements:**

(a) During the 2020 season, Live Nation shall pay the City an amount equal to: (i) \$1.20 per paid ticket to events held at the Premises. Live Nation shall pay the City \$1.00 per ticket per private event. The fees will be paid within thirty (30) days of each event and such payment obligation shall survive the expiration of the Term.

(b) Simultaneously with the payment of the fee set forth in Subsection (a) above, Live Nation shall supply to the City such statements as Live Nation receives from the ticketing company or agent for the number of tickets to events held at the Premises for each event.

(c) Live Nation agrees to pay interest at the rate of one and one-half percent (1½%) per month on any payment which is not made within the time limits set forth in this Agreement.

5. **Escrow.** Live Nation shall pay to the City on or before April 1<sup>st</sup> of each year, the sum of \$15,000 to be held by the City in escrow for the benefit of both the City and Live Nation. If, after consulting with Live Nation, the parties cannot reach an agreement concerning any monies owed for an alleged financial obligation or damage, the City shall have the right to draw down the escrow funds to pay any financial obligation due the City. In the event the City withdraws any funds from the escrow account, the City will provide Live Nation within seven (7) days of any such withdrawal an accounting, which shall include the amount of the withdrawal and all documentation, including receipts and invoices, relating to any such withdrawal. Live Nation reserves its right to challenge the City's unreasonable withdrawal of funds from the escrow. The City may also draw from the escrow account funds to pay for

any damages to the Premises from a concert if not timely repaired by Live Nation. The City shall return to Live Nation any funds remaining in the escrow account no later than November 15th of each year.

6. **Noise Control; Deposit.** Live Nation agrees to deposit with the City by bank check for each event held at the Premises the amount of One Hundred Dollars (\$100.00). In the event the City receives from the City's Police Department three (3) or more separate and distinct noise violations of the City's sound ordinance during an event based on the City's sound ordinance, and Live Nation is so notified by the City's Police Department and fails to reduce the volume of the noise, then in lieu and replacement of any fines or penalties under the City's sound ordinance or otherwise Live Nation shall forfeit the One Hundred Dollars (\$100.00) to the City, and there shall be no fines due or payable if Live Nation does not achieve the foregoing three or more violations during an event. The City shall return the One Hundred Dollar (\$100.00) check if it receives if there is not a violation requiring payment of the fine as set forth above. As a material part of the consideration for Live Nation entering into this Agreement, City agrees that the foregoing shall be the only penalty or fine for Live Nation violating the City's sound ordinance.

7. **Performance and Entertainment Goals.** Live Nation will use commercial feasible good faith efforts (i.e., utilizing commercially reasonable efforts but subject to reasonable prospect for profits) to produce or caused to be produced a minimum of twenty (20) events per Season at the Premises. If an event or show has more than one performance date, then each date shall count towards the computation of the 20 events. Notwithstanding anything to the contrary contained in this Agreement, in no event will a failure of Live Nation to achieve the 20 events be a default under this Agreement.

8. **Season Defined.** "Season" is defined to be the period of May 1<sup>st</sup> through October 31<sup>st</sup> of each calendar year.

9. **Repair and Maintenance Obligations.**

(a) During each Season of the Term, Live Nation at its sole cost and expense and as its sole maintenance and repair obligations, shall be responsible for providing (i) janitorial services to the Premises; (ii) maintenance of the stage lighting of the Premises, (iii) routine maintenance to the plumbing and HVAC systems that serve the Premises, (iv) trash removal after each event, and (v) repair of any items damaged by Live Nation or its employees, agents or concessionaires at the Premises. City shall have all other maintenance and repair obligations as they pertain to City services. Maintenance shall be the responsibility of the City Parks and Recreation Department and any maintenance costs other than the foregoing costs shall be the obligation of Live Nation.

(b) During the Term, Live Nation, at its sole cost and expense shall have the right, but not the obligation to make improvements ("Unanticipated Upgrades"), additions and renovations to the Premises, provided in each instance, same have been approved in writing by the City which approvals shall not be unreasonably withheld, conditioned or delayed. Any such work shall comply with applicable law. Each such Unanticipated Upgrade, addition and renovation to the Premises that is permanently affixed to the Premises (as opposed to items that are designed and intended to be removed) shall automatically become the sole property of the City, without charge to the City upon the completion of such item.

(c) If both Live Nation and the City elects not to timely make an Unanticipated Upgrade that is necessary to keep the Premises open, code compliant, and operating safely, then either party may terminate this Agreement.

(d) All maintenance, replacements, capital work and repairs not specifically stated herein to be the responsibility of Live Nation shall be the sole obligation of the City. Any tree removal, grading and/or landscaping shall be performed by the City's Parks and Recreation Department and/or the City's Department of Public Works at the expense of Live Nation and with the approval of the City.

10. **Operator Obligations to Setup and Teardown Temporary Event Improvements.** Notwithstanding anything to the contrary contained in this Agreement, Live Nation, at its sole cost and expense and without the necessity of obtaining consent (except for any required permits) of the City, shall have the right, but not the obligation to make such improvements and alterations, perform such work, and install such fixtures, equipment and personalty as Live Nation desires in connection with creating a temporary live entertainment facility and operation at the Premises, including, without limitation, parking areas, buildings, stage areas and associated rigging, backstage areas, concession areas, storage areas, seating areas, security areas, lighting and sound areas and towers, restrooms, ticketing offices, loading docks, fencing, (the "Live Nation Temporary Facilities"). Live Nation shall effect its work in installing, setting up and tearing down the Live Nation Temporary Facilities in compliance with all applicable laws. At the end of each Season, Live Nation shall return possession and use of the Premises to City in as good condition as existed at the beginning of the applicable Season and City shall return possession and use of the Premises to Live Nation at the beginning of each Season in the same condition as when received by Live Nation.

11. **Stage Performance End Time.** Live Nation agrees that all live and amplified stage performances shall commence no earlier than 6pm local time and end by 10pm local time Sunday through Thursday and shall end by 11pm local time on Friday and Saturday. In the event Live Nation fails to meet the curfew required for an event (namely, the event has not ended and sound amplification from the stage is still occurring), Live Nation shall, as its sole penalty and as City's sole and exclusive remedy) pay to the City the sum of \$1,000, payable the day of the event. The parties acknowledge that there may be some unforeseen circumstances, such as inclement weather or travel problems, that may be considered by the City in determining whether the penalty should be waived. Any waiver by the City shall be with the expressed approval of the Mayor.

12. **RIDEM and National Park Service ("NPS") Requirements.** During each Season, the City is obligated to make the existing boat ramp and associated docks and parking area. Live Nation shall make the existing boat ramp and associated docks and a parking area (with such parking area to be designated by Live Nation with the approval of RIDEM) available to the general public for their use without charge by Live Nation. Public access to the boat ramp and park will be allowed at all times. Other areas of the park (outside of the designated Premises), including fishing and boating access points, will remain as is. Live Nation shall have an agreement running concurrently with trailer parking landowner and said parking shall be similar (or better) size and quality. This Lease is subject to RIDEM and NPS approval. The Lease Agreement will be consistent with the Land and Water Conservation Fund CF Manual Chapter 8 Section D – Leasing and Concession Operations within a Section 6 (f) (3) Area. The City will provide RIDEM and NPS a report at the end of the first year to identify any issues, challenges, or complaints by the public and confirm that the project has not expanded and/or shifted in scope such that triggers a 6 (f) (3) conversion.

13. **Designation of Fees to City.** All fees shall be payable to the City's Parks and Recreation Department through the Director of Finance.

14. **Ticket System.** Live Nation shall use only ticket systems with the capability of producing generated ticket manifests for each ticketed event at the Premises, and Live Nation shall have the exclusive right to sell, process and handle all ticketing for events at the Premises. City agrees that Ticketmaster's ticketing system is satisfactory. Live Nation agrees to provide City with ticketing sales data from the ticketing system to gauge crowd size and ticket sales.

15. **Utility Service.** Live Nation shall be responsible for payment, when due, of all gas, telephone, water and electric bills for utilities consumed at the Premises during each Season of the Term. The City shall cooperate with Live Nation to cause all such utility bills to be sent to Live Nation.

16. **Taxes/Permits.**

(a) Live Nation shall be responsible for payment of any and all sales taxes, municipal, state, and federal taxes, applicable to its operation of the Premises and the obtaining of any required licenses or permits; provided, that under no circumstances is Live Nation to be responsible or obligated for any real estate taxes, all of which shall be the sole responsibility of the City.

(b) The City, at no cost to the City, shall fully cooperate and assist Live Nation with any attempt by Live Nation (and/or any concessionaire of Live Nation) to obtain licenses and permits as required by law for the Premises or its operations at the Premises.

(c) Live Nation shall be responsible for ensuring that all vendors have complied with appropriate license requirements, including food service, sale of alcohol, street goods, and concert licenses.

17. **Facility Operation Covenants.** In order to give the City assurances as to the manner in which the Premises will be used and operated, Live Nation agrees that at all times during each Season of the Term, it will use its commercially feasible good faith efforts to operate the Premises in a manner comparable to the level of quality of operation of Live Nation's other similarly situated temporary outdoor music/entertainment venues.

18. **Liability Insurance.**

(a) Live Nation, at its sole cost and expense, shall secure or cause to be secured from a company or companies reasonably acceptable to the City; and shall maintain in full force and effect during each Season of the Term, comprehensive liability insurance, liquor liability insurance, and worker's compensation insurance (as required by RI law) as will protect Live Nation and the City, their officials, agents, representatives and employees from any and all claims or damages for bodily injuries, or death, or for damages to any property of the City and the public, which may arise out of or in connection with, the use of the Premises under this Agreement, whether the use be by Live Nation or its invitees, licensees, contractors or subcontractors, for anyone directly or indirectly employed by any of them. The amount of such insurance shall be \$5,000,000 aggregate.

(b) The City shall be an additional insured under the liability policy described in clause (a) above. Said policy shall provide that it cannot be canceled without thirty (30) days written notice to the City.

(c) Notwithstanding any policy and policies of insurance, Live Nation shall save the City, the City and its officials, agents, representatives and employees harmless from and, at the City's and the City's sole option, shall agree to defend City against any and all claims or suits, at law, in equity, or before administrative tribunals arising from or connected to the negligence or intentional misconduct of Live Nation, or any of its invitees, contractors, licensees, and subcontractors, in the use of the Premises, except to the extent such claims or suits arise from the City's own negligence or intentional misconduct. Live Nation also agrees to pay for any reasonable attorney's fees incurred by the City as a result of any such action. The provisions of this clause (c) shall not apply in the event the damages, claims or cause of action arose as a result of the sole negligent or wrongful action of the City or the City officials or employees.

19. **Mechanic's liens.**

(a) Live Nation shall have no right, power or authority to bind the City in the Premises under any statute or statutes relating to mechanic's liens by a contract for the furnishing at any work, labor, or material. Promptly after the completion of any all construction, repair, or alterations works with a contract price in excess of \$500,000 which Live Nation may do at the Premises during the Term, Live Nation shall provide the City with a written waiver of lien for such work from the general contractor and for work exceeding \$10,000 from the sub-contractors performing such work (unless Live Nation is in a dispute with such contractor, in which case Live Nation shall provide the City with adequate assurances that any valid claim of such contractor will be paid or resolved), Live Nation hereby indemnifies and

agrees to defend the City against, mechanic's liens from all persons, firms or corporations engaged by Live Nation for any work or for furnishing any material for such work for Live Nation.

(b) In the event that any notice of mechanic's liens shall be filed against the Premises for any work, labor, or material performed by Live Nation or under a contract with Live Nation, then Live Nation shall, without delay, either cause the same to be released or discharged or cause proper proceedings to be instituted to test the claims thereof. Live Nation shall completely indemnify the City, against any such claim or lien and all costs of such proceedings wherein the validity of any lien is contested by Live Nation. During the pendency of the proceedings, a lien may continue until disposition of the proceedings, and after disposition thereof, Live Nation will cause said lien to be released or discharged. Live Nation shall have the right to bond over any such lien or claim.

20. **No Assignment.** Live Nation agrees for itself and any successors in interest that no voluntary or involuntary transfer of the rights accruing to Live Nation shall be made under any circumstances. Notwithstanding the foregoing, Live Nation may transfer rights between the named entities comprising Live Nation or enter into agreements with concessionaires and such transfers or agreements shall not be a violation of this Agreement.

21. **Event of Default; Termination**

(a) Should Live Nation fail to perform or observe any covenant term or condition of this Agreement required to be performed by Live Nation, the City shall at the City's option and after written notice thereof and opportunity to cure as set forth below to Live Nation, declare an "**Event of Default.**"

(b) If the failure to perform or observe any such covenant term or condition of this Agreement is not cured within thirty (30) days after written notice to Live Nation from the City, or in the case of an Event of Default which cannot reasonably be cured within twenty (20) days if Live Nation has not initiated a cure within said period and thereafter does not diligently pursue such cure, such failure shall, subject to the remainder of this section, constitute an Event of Default and the City shall have the right, as its sole and exclusive remedy, to terminate this Agreement upon ten (10) days prior written notice to Live Nation (except if Live Nation cures the Event of Default during said period, the notice to terminate shall be void).

The Mayor may terminate this Agreement, without prior notice to Live Nation, under the following conditions:

- (a) A good faith determination by the Mayor that Live Nation has failed to comply with any of the terms and conditions of the Agreement beyond the notice and cure periods provided in this Agreement; or
- (b) Upon determination by the Mayor that Live Nation has made material false representations to the City in connection with its use or occupancy of any of the Premises, except for non-payment of event fees by Live Nation.

Notwithstanding anything to the contrary contained in this Agreement, in no event will any termination be effective during the then current event season at the Premises, except for non-payment of event fees by Live Nation.

22. **No Joint Venture.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partner or creating or establishing the relationship of a joint venture between the City and Live Nation or as constituting Live Nation as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that Live Nation is an independent contractor hereunder.



23. **Approvals.** All approvals made by the City under this Agreement will be made and administered by the Mayor on behalf of the City.

24. **Notices.** Any notice, communications, or demand under this Agreement by the City, on the one hand, to Live Nation or, on the other hand, by Live Nation to the City, shall be in writing and shall be considered as properly given or made if mailed from within the United States by registered or certified mail, postage prepaid, return receipt requested or is sent by overnight delivery by a nationally recognized overnight delivery service, fees prepaid and in the case of a notice, communication or demand to the City, if addressed as follows:

City of East Providence  
Attention: Mayor's Office  
145 Taunton Avenue  
East Providence, RI 02914

In case of notice, communication or demand to the Live Nation, if addressed as follows:

Live Nation Worldwide, Inc.  
9348 Civic Center Dr.  
Beverly Hills, CA 90210  
Attn: General Counsel

All notices, communications and demands that are mailed pursuant to the provisions of this Section 24 shall be deemed given and effective forty-eight (48) hours after being mailed. All notices, communications and demands that are sent by an overnight delivery service in accordance with the provisions of this Section 24 shall be deemed given and effective the next business day after being sent. A party hereto may change its address by giving notice in writing stating the new address to the other party hereto. Commencing on the tenth day after the giving of such notice, such newly designated address shall be such party's address for the purpose of all notices, communications and demands required or permitted to be given pursuant to this Agreement.

25. **Representations and Warranties of Live Nation.** Live Nation represents and warrants to the City that:

(a) Live Nation is a validly existing corporation duly created under the laws of the State of Delaware;

(b) It has full company authority and approval to enter into and meet its obligations under this Agreement and the person executing this Agreement on its behalf has full company power to enter into this Agreement on behalf of such entity; and

(c) The entering into this Agreement and the carrying out of its obligations hereunder will not in any way violate or conflict with any agreement or restrictions by which such entity is bound.

26. **Representations and Warranties of the City.** The City represents and warrants to Live Nation that:

(a) It is a municipal corporation under the laws of the State of Rhode Island; and

(b) With the exception of the Agreement, the City is not a party to any agreement that Live Nation will be obligated to comply with or assume as a result of this Agreement.

27. **Force Majeure.** For the purpose of any of the provisions of this Agreement, neither the City nor Live Nation, as the case may be, nor any successor in interest, shall be considered in

breach of or default in any of its obligations in the event of enforced delay in the performance of its obligations due to causes beyond its control (exclusive of shortage of funds), including but not restricted to, strikes, lockouts, actions of labor union, lack of availability of qualified or trained personnel or trades, artist cancellation, riots, floods, fires, explosions, or other casualties, or acts of God, acts of government (other than the City), decrees and orders of courts, and acts of the other party. It is the purpose and intent of this Section that in the event of the occurrence of such an event, this Agreement shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the notice of default from the other, give written notice to the other party thereof of the cause or causes thereof.

28. **Rhode Island Law.** This Agreement shall be interpreted in accordance with the laws of the State of Rhode Island.

29. **Entire Agreement/Amendment/Successors and Assigns.** This Agreement expresses the entire understanding between the parties hereto and neither party shall be bound by any terms, covenants or agreements not herein contained. This Agreement may be modified only in writing signed by both parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns, as stated herein.

30. **Enforceability and Severability.** It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render its provisions valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable. If any term, covenant, condition or provision of this Agreement or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable.

31. **Right to Inspect.** The City, and any authorized representative of the City, upon reasonable advance written notice to Live Nation, may enter the Premises at reasonable times to inspect or perform work as requested.

32. **Limitation of Liability.** Nothing herein or elsewhere shall be construed to create or impose any personal liability on the part of any officer, director partner, member or stockholder of any of the parties hereto except in the circumstance of fraudulent acts by that person.

33. **Time of the Essence.** Time is of the essence with respect to the performance of the obligations of this Agreement by the parties hereto.

34. **No Oral Modifications; Amendments.** No oral amendment of this Agreement shall be binding on the parties hereto. Any modification or amendment of this Agreement must be in writing signed by all the parties hereto.

35. **Captions.** Any section, subsection, paragraph, titles, or captions contained in this Agreement are for convenience of reference only, shall not be deemed a part of this Agreement, and in no way define, limit or describe the scope of this Agreement, or the intent of the provisions hereof. The Recitals are hereby made a part of this Agreement.

36. **Terms.** Common nouns and pronouns shall be deemed to refer to the masculine; feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to a statute or law shall include all amendments, modifications or replacements of the specific sections and provisions concerned.

37. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

38. **Further Assurances.** The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other instruments, and will take all such other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions and purposes hereof.

39. **Representation by Counsel.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of a party hereto having or being deemed to have drafted, structured or dictated such provision. Each party hereto has been represented by its own counsel. This Agreement has been freely negotiated by all parties hereto.

40. **No Waiver.** No failure on the part of the City or Live Nation to enforce any covenant or provision contained in the Agreement nor any waiver of any right under the Agreement shall discharge or invalidate such covenant or provisions or affect the right of the other party to enforce the same in the event of any subsequent default.

41. **Amendments.** Any Amendment to this Agreement should be in writing.

42. **Notice of Events.** Live Nation agrees that as events are booked and scheduled, that Live Nation will provide, as reasonably possible, notice of said dates to the City.

43. **Attorney's Fees.** Live Nation shall pay all reasonable attorney's fees and costs on behalf of the City if:

(a) The City should institute legal action against it for breach of any term or condition of this Agreement and City is the prevailing party in such action;

(b) The City should institute legal action against Live Nation for an unlawful retainer of the Premises and City is the prevailing party in such action;

(c) The City is made a party to legal action against Live Nation, instituted by a third party related to use of the Premises under the Agreement; or

(d) If the City is required to defend itself against any action or defense prosecuted by Live Nation arising out of its use or occupancy of the Premises which does not result in a final judgement or settlement in favor of Live Nation. Fees or costs of defense incurred by the City for which Live Nation has a reimbursement obligation shall be reimbursed within thirty (30) days of invoice. Amounts advanced by the City not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one half (1½%) per month.

44. **Rights Acquired.** No rights shall be acquired under the Agreement until the following have been provided to the City:

(a) An original copy of the fully executed Agreement by Live Nation; and

(b) Certificates of insurance.

(signature page to follow)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, under seal as of the Effective Date.

ATTEST/WITNESS:

CITY OF EAST PROVIDENCE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST/WITNESS

LIVE NATION WORLDWIDE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved:

City of East Providence Law Department

\_\_\_\_\_