

**CITY OF EAST PROVIDENCE**  
*DOCKET-REGULAR COUNCIL MEETING TUESDAY, OCTOBER 20, 2020*  
CALL TO ORDER: 6:00 P.M.  
145 TAUNTON AVENUE - CITY COUNCIL CHAMBERS  
EAST PROVIDENCE, RHODE ISLAND  
EXECUTIVE SESSION: CONFERENCE ROOM A

RE-OPEN SESSION TO BE IMMEDIATELY FOLLOWED AFTER EXECUTIVE SESSION AT APPROXIMATELY 6:15 P.M.

**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

Solicitor, Michael J. Marcello  
City Clerk, Samantha N. Burnett

As a result of the COVID-19 pandemic, this meeting will be conducted both in person and virtually.

We will use an application called, "Zoom" for the public to participate virtually.

**IN ORDER TO PARTICIPATE VIRTUALLY, USE THE FOLLOWING OPTIONS:**

**By phone:**

Call the toll free number: 1-877-853-5247 (audio only) and enter the following information:

MEETING ID: 993-0796-0324

You will then be asked for the meeting passcode.

Enter the following passcode:

PASSCODE: 653929 (please note this is corrected)

**By computer or Smartphone (this is the audio and video option):**

To participate visually (with audio) you will need to log into the following from your computer or smart phone, go to: [www.zoom.us](http://www.zoom.us)

Enter the following information when prompted:

MEETING ID: 993-0796-0324

You will then be asked for the meeting passcode.

Enter the following passcode number:

PASSCODE: 653929

Once entered, you will be able to join the meeting. At the appropriate time for public comment the moderator will allow you to provide comment at the meeting.

The meeting will also be available live on our city website, located at:

[http://www.clerkbase.com/RI\\_EastProvidence\\_live\\_CityCouncil.html](http://www.clerkbase.com/RI_EastProvidence_live_CityCouncil.html)

In addition, written public comment on any agenda item can be submitted by emailing the City Clerk at: [sburnett@eastprovidenceri.gov](mailto:sburnett@eastprovidenceri.gov) or mailed/dropped off at: City Hall, Attention: City Clerk, 145 Taunton Avenue, East Providence, Rhode Island 02914

All written public comment must be received by 4:00 p.m. on October 6, 2020.

**Please note public comment must pertain to a docket item.**

**I. CALL TO ORDER**

**II. INVOCATION OF EXECUTIVE SESSION**

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

<b>Member</b>	<b>Aye</b>	<b>Nay</b>
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**Litigation**

A) Review, discussion and vote on transfer of City-owned property including Purchase & Sale Agreement: 0 Pine Grove Street, Assessors Plat 401, Lot 3

B) Discussion & possible vote. Option Agreement Between One Neighborhood Builders and the City of East Providence for potential sale of property known as Riverside Square located at 336 & 348 Bullocks Point Avenue and 12 Fenner Avenue, Map 312, Block 12, Parcels 20, 21 & 22

**New Claims**

- A) Caroline Green
- B) Deborah L. Hines
- C) Christopher Mitrelis

PROVIDENCE CITY CLERK  
10/6/2020 10:11:00 AM

**Sewer Claims**

- A) Nidia Cardoso
- B) Coty Jeudy
- C) Judith Nudelman
- D) Denise Wooten

**III. OPEN SESSION**

**IV. PLEDGE OF ALLEGIANCE**

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

<b>Member</b>	<b>Aye</b>	<b>Nay</b>
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**VI. CONSENT CALENDAR – NO ITEMS**

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 the items unless a Council member 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.

**VII. CITY COUNCIL SITTING AS BOARD OF LICENSES**

1. ACCEPTENCE OF DISPOSITION FOR: Chili's, 50 Highland Avenue, East Providence 02914

<b>Member</b>	<b>Aye</b>	<b>Nay</b>
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**VIII. LICENSES REQUIRING PUBLIC HEARING**

**1. CLASS BV- FULL PRIVILIDGE – TRANSFER**

Applicant: Harut Matkasyan

Address: 580 N. Broadway, East Providence, 02914

Business Name: Riveria Inn Dining and Banquet Co. DBA: Riveria Inn Restaurant

TO

New Business Name Upon Transfer: Riveria Inn Corporation DBA: Riveria Restaurant and Banquet

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**2. INTOXICATING BEVERAGE LICENSING PUBLIC HEARINGS**

Please refer to attachment to this docket for business listings.

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**IX. LICENSING NOT REQUIRING PUBLIC HEARING**

**1. Victualing License – Class 3**

Applicant: Geraldo Goulart and Machado Viera

Business Name: Rei de Carne Meat Market, Inc.

Address: 1024 South Broadway, East Providence, 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**2. Holiday Sales License**

Applicant: Geraldo Goulart and Machado Viera

Business Name: Rei de Carne Meat Market, Inc.

Address: 1024 South Broadway, East Providence, 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**3. Application for Second Hand Dealers and Junkyards – Miscellaneous License**

Applicant: Delvis Andres Fernandez and Juan Quironez Ramos

Business Name: Home and Business Appliance Solutions (Sole Proprietorship)

Address: 211 ½ Warren Avenue, East Providence, 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**4. Applicant For Victualing License - Class 1 (TRANSFER)**

Applicant: Harut Matkasyan

Business Name: Riveria Inn Corporation DBA: Riveria Restaurant and Banquet

Address: 580 N. Broadway, East Providence, 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**5. Holiday Sales (NEW)**

Applicant: Harut Matkasyan

Business Name: Riveria Inn Corporation DBA: Riveria Restaurant and Banquet

Address: 580 N. Broadway, East Providence, 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		

Sousa		
Britto		

**6. Application for Dance/Entertainment License (TRANSFER)**

Applicant: Harut Matkasyan

Business Name: Riveria Inn Corporation DBA: Riveria Restaurant and Banquet

Address: 580 N. Broadway, East Providence, 02914

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**X. COMMUNICATIONS**

1. Billy Lewis, Lucky's Bar and Grille – Update on Sewer Rates for Restaurants

2. Gary Menissian – Ocean State Multisport Road Race :06/06/2021. and 09/12/2021

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

3. Karen Zyons - 14th Annual Providence Marathon on 05/02/2021

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**PUBLIC COMMENT**

***\*See Page 1 regarding log in instructions to participate via Zoom\****

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. Public comments must pertain to a docket item.

**XI. APPOINTMENTS**

1. Paolo Silva – Reappointment for the Board of Trustees – Library (Councilwoman Sousa)

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

2. Kathy Dias – Reappointment for the Board of Trustees – Library (Council President Britto)

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**XII. COUNCIL COMMUNICATIONS**

1. Announcement: Ward 2 Community Meeting with Councilwoman Sousa  
Saturday, October 24th at 5:00 p.m. (Weaver Library)  
Thursday, October 29, 2020 at 6:00 p.m. (Weaver Library)
2. Domestic Violence Awareness Month – Presentation from Blackstone Valley Advocacy Center, Toni Marie Gomes-Executive Director and discussion of resolution. (Councilman Mourato)

**XIII. NEW BUSINESS**

**a) Mayor Communications**

1. Executive Order 2020-044: extending state of emergency through November 10, 2020.

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

2. Announcement: National Grid Community Participation Initiative Program

**b) Reports of Other City Officials**

1.) City Solicitor's Claims Report – City Solicitor, Michael J. Marcello

**c) RESOLUTIONS**

Full resolutions on ClerkBase, under 10/20/2020 agenda:  
<https://clerkshq.com/EastProvidence-ri>

**1. RESOLUTION AUTHORIZING THE MAYOR TO CONVEY PROPERTY LOCATED ON PINE GROVE STREET (0 Pine Grove Street, Assessors Plat 401, Lot 3)**

Sponsored by: Council President Britto

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**2. RESOLUTION AUTHORIZING FUNDING FOR ADDITIONAL WATER UTILITY WORK REQUIRED FOR THE SOUTH BROADWAY 72 INCH CULVERT REPLACEMENT PROJECT**

Sponsored by: Council President Britto

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**3. RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REVISED AGREEMENT FOR CONTINUED ASSISTANCE WITH PROFESSIONAL SERVICES FOR THE STRATEGIC ASSESSMENT OF THE WASTEWATER OPERATING CONTRACT AND WHOLESALE SERVICE PROJECT (Arcadis U.S. Inc.)**

Sponsored by: Council Vice President Rodericks

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**4. RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE DEMOLITION OF TWO FORMER SCHOOL BUILDINGS LOCATED ON BURNSIDE AVENUE AND HOPPIN AVENUE (80 Burnside Avenue and 33 Hoppin Avenue)**

Sponsored by: Council Vice President Rodericks

Member	Aye	Nay
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Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**5. RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH QUALITY DATA SERVICE, INC. (QDS) TO PURCHASE TAX COLLECTION/TAX ASSESSMENT SOFTWARE FOR THE FINANCE DEPARTMENT**

Sponsored by: Councilman Cahoon

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**XIV. INTRODUCTION OF ORDINANCES**

Full ordinances on ClerkBase, under 10/20/2020 agenda:  
<https://clerkshq.com/EastProvidence-ri>

**1. ORDINANCES FOR FIRST PASSAGE**

**A) 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"**

**Sub-Section (b) of Section 18-269**

Sponsored by: Council President Britto

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**B) AN ORDINANCE IN AMENDMENT OF CHAPTER 16 OF THE REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE, RHODE ISLAND, 1998, AS AMENDED, ENTITLED "TAXATION"**

**Article IV, Section 16-55**

Sponsored by: Council President Britto

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		

Sousa		
Britto		

**BUDGET WORKSHOP FOR FY 2020-2021**

**XV. PUBLIC HEARING ON PROPOSED INCREASES**

(ADVERTISED IN THE EAST PROVIDENCE POST ON THURSDAY, OCTOBER 15, 2020)

**PROPOSED INCREASE OF LINE ITEMS FOR THE 2020-2021 FISCAL YEAR FOR THE CITY OF EAST PROVIDENCE**

Pursuant to Section 5-11(3) of the City's Home Rule Charter, the City Council may consider increases or re-allocations from the listed line items in the Administration's budget as noted below.

CITY CLERK: increase of \$9,800 for a new total of \$710,292

CAPITAL including but not limited to proposals regarding to add the following capital projects:

\$25,000 for tree planting on Bullocks Point

\$3,500 for an electrical project on Riverside Square (Wire Drop)

\$125,000 for improvement to Willet Pond

\$100,000 technology software for Finance

\$12,000 for fencing at Myron J. Francis Elementary School

\$5,000 for fencing at Hunt's Mill Dog Park

If approved, these projects would increase the total capital budget from \$2,542,966 to \$2,813,466.

PIERCE STADIUM; increase of \$21,000 for security for a new total of \$97,000

LIBRARY increase of \$100,000 for a new total of \$2,464,157

POLICE DEPARTMENT; increase of \$10,000 for professional development for a new total \$17,551,250

**XVI. ORDINANCES FOR FIRST PASSAGE (FOR VOTE)**

1) ORDINANCE OF THE COUNCIL OF THE CITY OF EAST PROVIDENCE APPROPRIATING \$193,603,128 FOR THE SUPPORT OF THE CITY GOVERNMENT FOR THE FISCAL YEAR ENDING OCTOBER 31, 2020.

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**XVII. ORDINANCES FOR SECOND AND FINAL PASSAGE WITH 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 MOTOR VEHICLES AND TRAILERS.

<b>Member</b>	<b>Aye</b>	<b>Nay</b>
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

2) AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO BORROW FUNDS IN ANTICIPATION OF TAXES.

<b>Member</b>	<b>Aye</b>	<b>Nay</b>
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

3) AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO BORROW FUNDS IN ANTICIPATION OF BONDS.

<b>Member</b>	<b>Aye</b>	<b>Nay</b>
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

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

<b>Member</b>	<b>Aye</b>	<b>Nay</b>
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**XVIII. GENERAL DISCUSSION AND POTENTIAL VOTE ON FY21 BUDGET ON THE DEPARTMENTS AS LISTED BELOW:**

- A) CITY COUNCIL
- B) MAYOR'S OFFICE
- C) CITY CLERK
- D) LAW
- E) CANVASSING
- F) FINANCE
- G) TAX COLLECTION
- H) TAX ASSESSMENT
- I) HUMAN RESOURCES
- J) INFORMATION TECHNOLOGY
- K) MISCELLANEOUS
- L) DEBT SERVICE
- M) CAPITAL
- O) PLANNING AND ECONOMIC DEVELOPMENT
- P) RECREATION
- Q) PIERCE STADIUM
- R) CAROUSEL
- S) LIBRARY
- T) SENIOR CENTER
- U) PUBLIC WORKS
- V) BUILDING INSPECTOR
- W) ENGINEERING
- X) HIGHWAY/PARKS
- Y) STREETLIGHTS
- Z) REFUSE DISPOSAL
- AA) PUBLIC BUILDINGS
- BB) CENTRAL GARAGE
- CC) POLICE DEPARTMENT
- DD) ANIMAL SHELTER
- EE) HARBORMASTER
- FF) FIRE DEPARTMENT
- GG) WASTEWATER POLLUTION CONTROL
- HH) WATER UTILITIES
- II) AFFIRMATIVE ACTION

**XIX. RECONVENE IN EXECUTIVE SESSION (if necessary)**

**XX. 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, Samantha Burnett at 401.435.7596 at least 48 hours prior to the meeting date.*

**CITY OF EAST PROVIDENCE  
INTOXICATING BEVERAGE LICENSE HEARING**

**Notice is hereby given by the City Council of the City of East Providence, being the Licensing Board in said City, that applications for license to sell intoxicating beverages under the provisions of Title 3 of the General Laws of Rhode Island, 1956, as amended, have been made as follows:**

**CLASS A (RETAILER)**

Barrington Liquors, Inc.  
618 Warren Avenue

Broadway Wine & Spirits, Inc.  
dba Liquor Plus  
1015 South Broadway

Lintlop, LLC  
Dba Clift's Liquors  
191 Willett Avenue

Cozy Corporation  
dba Brookfield Liquors  
470 North Broadway

Marvic Enterprises, Inc.  
dba Jordan's Liquors  
199 Taunton Avenue

McGreens Fine Wine & Spirits, Inc.  
1086 Willett Avenue

Riverside Liquors, Inc.  
225 Bullocks Point Avenue

Town Liquor Co., Inc.  
dba Town Wine & Spirits  
179 Newport Avenue

**B-FULL PRIVILEGE (VICTUALING)**

141 Corp.  
dba Uncle Tony's Pizza & Pasta  
260 Newport Avenue

Avenue N Restaurant Group, LLC  
dba Avenue N  
20 Newman Avenue

BobJoe, LLC  
dba The Huddle  
478 Waterman Avenue

Broadway Lounge, Inc.  
dba Merrill Lounge  
535 North Broadway

Cape Verdean Progressive Center  
329 Grosvenor Avenue

Centre Court Inc., The  
dba The Loft  
55 Hospital Road

Chelo's of East Providence, Inc.  
911 Warren Avenue

Chelo's of Newport Avenue, Inc.  
45D Newport Avenue

China Gourmet, Inc.  
dba China Gourmet Restaurant  
181 Willett Avenue

Davenport's Bar & Grill, Inc.  
dba Davenport's Restaurant  
1925 Pawtucket Avenue

DL Enterprises, Inc.  
dba Field House Pub  
305 Lyon Avenue

DMC Properties, LLC

DbA BLACK DUCK TAVERN  
31 Warren Avenue

East Providence House of Pizza, LLC  
187 Willett Avenue

East Providence Yacht Club, Inc.  
9 Pier Road

El Azteca Mexican Restaurant, LLC  
dba El Azteca Mexican Restaurant  
335 Newport Avenue

EBISU Group Corp  
DbA EBISU Restaurant  
250 Warren Avenue

Hibachi Grill Supreme Buffet, Inc.  
58 Newport Avenue

Holy Ghost Beneficial Brotherhood of Rhode Island  
51 North Phillips Street

Holy Ghost Brotherhood of Charity  
59 BRIGHTRIDGE AVENUE

Ichigo Ichi, LLC  
dba Ichigo Ichie  
5 Catamore Boulevard

Lane Foods Company, LLC  
dba Gregg's Restaurant  
1940 Pawtucket Avenue

Lee's Restaurant and Lounge, Inc.  
dba Lees Restaurant and Lounge  
376 Bullocks Point Avenue

Little Lucy's Lunch, Inc.  
dba Red Bridge Tavern  
22 Waterman Avenue

JKP LTD  
DbA Paquette's Family Restaurant  
315 Waterman Ave



Broadway Lounge, INC  
Dba Merrill Lounge  
535 North Broadway

Magallan, INC  
Dba El Mariachi  
736 N. Broadway

MBA Enterprises, LLC  
Dba Bajas  
430 Newport Ave

Jeff's Wood Fired Pizza, LLC  
Dba Jeff's Wood Fired Pizza  
127 Waterman Ave

Lucky's American Bar & Grille, Inc.  
1175 Warren Avenue

Milho, Albertino R.  
dba Madeira Restaurant  
288-290 Warren Avenue

Nulevel Entertainment, LLC  
dba Comedy Connection  
39 Warren Avenue

Good Ventures Holdings, INC  
Dba Midici Italian Kitchen  
75 Highland Ave

Our Place on North Broadway, LLC  
525 North Broadway

Kailyn Zoe Inc  
Dba Our Place II  
664 Bullocks Pt Ave

P&G Bowling, Inc.  
dba East Providence Lanes  
80 Newport Avenue

Paiva's Restaurant Corp.  
dba O'Dinis Restaurant & Tavern  
579 Warren Avenue

Pazi's Place LLC  
Dba Pazi's Place  
380 Taunton Ave

Pepper Dining, Inc.  
dba Chili's Grill & Bar  
50 Highland Avenue

Portuguese American Athletic Club  
281 Warren Avenue

Pub Ventures, Inc.  
dba Mulhearn's Pub  
507 North Broadway

Riviera Inn Dining and Banquet Company  
580 North Broadway

SAZ INC,  
dba Town Pizza & Family Restaurant  
949 Willett Avenue

Square One, LLC  
dba Oxford Tavern  
446 Waterman Avenue

Stevie DS Bar & Grille, LLC  
dba Stevie D's Riverside Tavern  
24 Monroe Avenue

SON OF ITALY,II  
Dba SONS OF ITALY

T&T'S 133 Club, Inc.  
dba 133 Club  
29 Warren Avenue

Tasquinha Restaurant, Inc.  
dba Tasquinha Restaurant  
218 Warren Avenue

The 311 Holdings Corp.  
dba Town Pub  
311 Taunton Avenue

Tropical Ilhas, Inc.  
472 Waterman Avenue

**C (SALOON)**

Churchill's Smoke Shop & Lounge, LLC  
899 Warren Avenue

Quattrucci, Carl & Arthur  
dba Monforte's Bar  
493 Waterman Avenue

Waterfront Productions, LLC  
4 Commercial Wharf  
Newport, RI 02840

**D (CLUB)**

New Agawam, LLC  
15 Roger Williams Avenue

Columbus Club of Barrington  
1 Viola Avenue

Columbus Club of East Providence  
3200 Pawtucket Avenue

East Providence Athletic Club  
118 Mauran Avenue

East Providence Lodge of Elks 2337  
60 Berkeley Street

Holy Ghost Brotherhood Mariense  
846 Broadway

Metacomet Country Club  
500 Veterans Memorial Parkway

Riverside Post Holding Co., Inc.  
830 Willett Avenue

Riverside Sportsmans Association  
1 Sportsman Drive

Squantum Association  
Squantum Club  
947 Veterans Memorial Parkway

Teofilo Braga Club  
26 Teofilo Braga Way

Trinity Brotherhood  
146 Sutton Avenue

Wannamoisett Country Club  
96 Hoyt Avenue

**B-LIMITED (VICTUALING)**

Boston House of Pizza, Inc.  
540-542 Taunton Avenue

Chen, Yun Yan  
dba Mei Sing Chinese Restaurant  
2827 Pawtucket Avenue

Farnsworth Café, LLC  
dba Farnsworth Cafe  
302 Willett Avenue

New England Authentic Eats, LLC  
Dba Papa Ginos  
80 Highland Avenue

Jeon, Il Sun  
dba Sun & Moon Korean Restaurant

95 Warren Avenue

Jin Hua Chinese Restaurant, Inc.  
dba New Buffet Restaurant  
1925 Pawtucket Avenue

The Burrito Bowl, LLC  
809 Broadway

Yama Fuji II, Inc.  
dba Yama Fuji  
1080 Willett Avenue

Said application will be in order for a hearing thereon at a meeting of said City Council to be Held on Tuesday, October 20, 2020 at 6:00 o'clock P.M. in the Council Chamber, 145 Taunton Avenue, East Providence, Rhode Island, at which time and place all remonstrates may make their objections.

Individuals requesting interpreter services for the hearing impaired, or needing other special services, must call 435-7500 or 431-1633 (v//td) forty-eight (48) hours in advance of the meeting date.

Samantha N. Burnett  
City Clerk

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE MAYOR TO CONVEY PROPERTY  
LOCATED ON PINE GROVE STREET**

**WHEREAS**, the City Council of the City of East Providence is desirous of conveying property located at 0 Pine Grove Street, Assessor's Plat 401, Lot 3 and

**WHEREAS**, Rhode Island General Laws §45-2-4 grants the City Council the authority to convey property; and

**WHEREAS**, the Mayor, by and through the office of the City Solicitor, has negotiated a Purchase & Sale Agreement for the property with said Purchase & Sale Agreement being attached hereto as Exhibit A.

**NOW, THEREFORE BE IT RESOLVED**, that:

- (1) The City Council of the City of East Providence authorizes the sale of the property consistent with the terms and conditions set forth in Exhibit A;
- (2) The Mayor is authorized to execute the Purchase & Sale Agreement on behalf of the City of East Providence;
- (3) The Mayor, by and through the office of the City Solicitor, is hereby empowered to execute any and all documents including but not limited to deed of transfer necessary to effectuate and perfect the sale of the property located at 0 Pine Grove Street, Assessor's Plat 401, Lot 3.

This Resolution shall take effect upon passage.

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

Attest:

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

Introduced by: Council President Britto

## AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

(0 Pine Grove Street, East Providence, Rhode Island 02916  
AP: 401 Lot 3)

This AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY ("Agreement"), dated as of September \_\_\_\_, 2020 (the "Effective Date"), is made by and between THE CITY OF EAST PROVIDENCE ("Seller") and ROBERT SCHIAVO, or his nominee/assignee ("Buyer"). Seller and Buyer are sometimes referred to herein jointly as the "Parties" or individually as a "Party."

### RECITALS

A. Seller is the owner of fee title to that certain real property (the "Land") consisting of approximately 0.13 ± acres which is located at on Pine Grove Street, East Providence, Rhode Island 02916 and is more particularly described in Exhibit A attached hereto.

B. The Land is vacant with no structures or related facilities (the "Improvements"). The Land (together with all easements, rights of way and appurtenances appertaining thereto), the Improvements, any and all fixtures which are attached to the Land and/or the Improvements together with all other tangible and intangible property relating to the foregoing are herein collectively referred to as the "Property."

In consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Seller and Buyer agree as follows:

1. Agreement to Purchase and Sell Property. Seller agrees to sell, transfer and assign and Buyer agrees to purchase, accept and assume, upon and subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the Property.

2. Purchase Price and Terms.

2.1 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be the sum of TWENTY-FIVE THOUSAND AND 00/100 US DOLLARS (\$25,000.00) payable by wire transfer at Closing (as defined in Section 3.1 below) as follows:

(a) Within two (2) business days after the full execution of this Purchase and Sales Agreement, Buyer shall deposit with Escrow Holder by check or wire transfer the sum of TWENTY-FIVE HUNDRED AND 00/00 DOLLARS (\$2,500.00), (together with all amounts deposited by Buyer pursuant to Section 2.1(b) below, the "Deposit").

(b) On or before the Closing Date (as defined in Section 3.1 below), Buyer shall deposit with Escrow Holder in immediately available funds a sum equal to the balance of the Purchase Price plus Buyer's share of closing costs, minus the credits to Buyer provided for herein and plus or minus any prorations.

3. Closing Date.

3.1 Closing Date. The terms "Closing" and "Closing Date" shall mean that date on which the conveyance of the Property to Buyer shall be consummated by the recording of the Deed (as defined in Section 9 below), which Closing Date shall be within (30) days after the Buyer has received Final Planning Board Approval pursuant to Section 7.1 Permitting Period, to be conducted at a location mutually agreeable by the Parties.

4. Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants the following to Seller, all of which are true as of the date hereof and shall be deemed to be remade by Buyer to Seller as of the Closing Date and shall survive the Closing:

4.1 Authority. Buyer has the right and authority to enter into and perform all of the obligations required of Buyer under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

5. Representations, Warranties and Covenants of Seller.

5.1 Selling Entity Representations. Seller hereby represents, warrants and covenants the following to Buyer, all of which are true as of the date hereof and shall be deemed to be remade by Seller to Buyer as of the Closing Date and shall survive the Closing:

(a) Authority. Seller has the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(b) Contracts. Seller has not entered into any contracts for the sale of the Property, nor do there exist any rights of first refusal options to purchase the Property.

5.2 AS-IS. No representations or warranties of any kind have been made by Seller or anyone on its behalf to Buyer as to the condition of the Property described herein or any improvements thereon erected and, it is understood and agreed by the parties that the Property is sold **"EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED"** at the time of Closing.

6. Representations and Warranties Regarding Brokers. Each party represents and warrants to the other party that it has not employed any brokers or finders in connection with the transactions contemplated hereby. Each party shall indemnify, save, defend and hold the other party free and harmless from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee or other compensation to any person, firm or corporation (including, without limitation, attorneys' fees and costs) arising from or in connection with this Agreement or the Property which results from any act or agreement of such party. The representations, warranties and other agreements of this Section 6 shall be deemed to be remade as of the Closing Date and shall survive the Closing or the earlier termination of this Agreement.



7. Contingencies to Buyer's Obligations.

7.1 Property "Permitting Period"

(a) Planning Board Final Approval Contingency. This Agreement shall be contingent upon the Buyer receiveing Final Planning Board Approval for the proposed Apartment Complex located on Newport Avenue that has already received Master Plan Approval and Approval for a Zone Change. If Buyer fails to obtain Final Planning Board Approval, this Agreement shall be null and void, Buyer's deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder, except for those rights and obligations expressly stated herein to survive the termination hereof.

(b) Access. Upon the execution of this Agreement by Buyer and Seller, Buyer and Buyer's representatives shall have the right upon prior notice to Seller to enter onto the Property at all reasonable times for the purpose of conducting such inspections, tests, studies, analyses, surveys and activities as Buyer deems appropriate. The cost of any such inspections, tests and studies shall be borne entirely by Buyer. Seller shall permit Buyer and/or its agents or experts' full access to the Property. At Buyer's sole option, such investigation may include, without limitation, such testing of the soil, groundwater, building components or equipment on the Property as Buyer or Buyer's agents shall deem necessary or appropriate to confirm the condition of the Property. Buyer shall use reasonable efforts to not interfere with normal business operations when Buyer or Buyer's representatives are inspecting the physical condition of the Property. Buyer shall indemnify, defend and hold Seller harmless from and against any loss, cost, damage or liability arising out of Buyer's entry onto the Property.

7.2 Condition of Title.

(a) Seller covenants and warrants that Seller is the fee title owner of the Property and has the authority and capacity to enter into this Agreement and consummate the transaction contemplated herein. The Property is to be conveyed by a good and sufficient Quitclaim Deed of the Seller. Buyer may at his/her own expense conduct a title examination of the Property. Buyer shall notify Seller of any defects in title disclosed by such examination within Thirty (30) days of discovery. If Seller is unable to remove such defects, Buyer shall have the option to: (a) accept such title as Seller is able to convey without abatement or reduction of the Purchase Price, or (b) cancel this Agreement and receive a return of Deposit. To enable the Seller to make conveyance as provided in this Agreement, the Seller may, at the time of the delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments to be obtained are recorded prior to recording of the deed, except for any discharge of mortgage from an institutional Lender which may be recorded subsequent to the deed.

8. Omitted.

9. Closing.

9.1 Seller's Delivery. At Closing, Seller shall deliver to Escrow Holder the following documents, fully executed and acknowledged where appropriate, and such other items as follows:

(a) A quitclaim deed ("Deed") in recordable form and otherwise acceptable to Buyer and the Title Company conveying fee simple title to the Property to Buyer, or any nominee or assignee of Buyer, subject only to the Permitted Encumbrances;

(b) Applicable State and local real property transfer tax forms and other documents and certificates required by governmental authorities to record the Deed and consummate the transaction contemplated by this Agreement; and

(c) A commercially reasonable Owner's Affidavit as the Title Company shall require in order to omit from the Title Policy standard exceptions.

(d) Seller documentation reasonably satisfactory to the Title Company that (i) Seller has power and authority to enter into and perform its obligations under this Agreement.

9.2 By execution hereof, Seller authorizes Escrow Holder to use the Purchase Price to comply with Seller's obligations hereunder regarding closing costs, prorations, costs, expenses, assignment of security deposits and prepaid rents, removal of liens or encumbrances, and payment of taxes and assessments and other obligations of Seller hereunder, subject to the terms of this Agreement.

9.3 Buyer's Delivery. Prior to the Closing Date, Buyer shall deliver to Escrow Holder by wire transfer in immediately available funds in the amount of the remainder of the Purchase Price less the credits provided for herein along with fully executed counterparts of the following:

(a) Applicable State and local real property transfer tax forms and other documents and certificates required by governmental authorities to record the Deed and consummate the transaction contemplated by this Agreement;

(b) Buyer documentation reasonably satisfactory to the Title Company that (i) Buyer has full power and authority to enter into and perform its obligations under this Agreement; and (ii) this Agreement has been executed and delivered for and on behalf of Buyer by an authorized individual; and

(c) Any other commercially reasonable documents required by the Title Company to effectuate this transaction.

9.4 Prorations. At the Closing, all costs and expenses relating to the ownership and operation of the Property be prorated as of the Closing Date (the "Proration Date"). In the event any prorations, apportionments or computations shall prove to be incorrect for any reason, then each of Seller and Buyer shall be entitled to an adjustment to correct the same, provided that any party entitled to such adjustment shall make written demand on such other party from whom it is

entitled to such adjustment within one hundred twenty (120) days following the Closing. Any item which cannot be finally prorated or determined because of the unavailability of information shall be tentatively prorated or determined on the basis of the best data then available and reprorated after the information is available. The provisions of this Section 9.4 shall survive the Closing.

9.5 Closing Costs. Except as expressly provided herein, each party shall pay all attorneys' fees, accounting fees and other expenses incurred by it in connection with the transactions contemplated hereby as is customary in the State of Rhode Island.

9.6 Recordation and Delivery. On the Closing Date, subject to Escrow Holder having received the documents and monies required to close pursuant to this Agreement and Escrow Holder not having received written notice by a party that a condition precedent to its obligation to close has not been satisfied, Escrow Holder shall do each of the following:

(a) Duly record the Deed and arrange for the delivery of a certified copy thereof to the Parties as soon as available. In connection therewith, file any and all applicable State and local real property transfer tax forms and other documents and certificates required by governmental authorities, and submit payment of all such taxes and fees required to record the Deed and to consummate the transaction contemplated by this Agreement.

(b) Deliver to Seller a wire transfer in the amount of the balance of the Purchase Price less Seller's share of closing costs, and less the credits to Buyer provided for herein, and plus or minus any prorations.

(c) Issue and deliver the Title Policy to Buyer.

10. Seller agrees that the final purchase price stated in this agreement has been fully negotiated in good faith, based on the consideration that the Buyer intends to develop a complex using this parcel in connection with its project. The fact that this parcel may become more valuable upon approvals from the City of East Providence in no way gives the Seller the ability to request or negotiate any additional monies contemplated herein.

11. Default. If either party defaults in the performance of its duties under this Agreement by failing to proceed to Closing within the time periods specified, then:

(a) If Buyer is the party in default, Seller may terminate this Agreement and retain the Deposit as liquidated damages (true damages being difficult and impossible to ascertain), in which event neither party shall have any further rights or duties under this Agreement, except as otherwise expressly provided herein.

(b) If Seller is the party in default, Buyer may terminate this Agreement and shall be entitled to return of the Deposit as liquidated damages (true damages being difficult

and impossible to ascertain), in which event neither party shall have any further rights or duties under this Agreement, except as otherwise expressly provided herein.

Notices. Any notice, demand or document which any party is required or may desire to give, deliver or make to any other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), or by telecopied or email transmission (with return receipt) addressed as follows:

If to Seller:

with a copy to:

If to Buyer:

Robert Schiavo  
858 Washington Street, Suite 305  
Dedham, MA 02026

with a copy to:

K. Joseph Shekarchi & Joseph Brennan  
33 College Hill Road, Suite 15-E  
Warwick, Rhode Island 02886  
Email: joe@shekarchilaw.com

Any party may designate a different address for itself by notice similarly given. Any notice, demand or document shall be deemed to have been given upon actual delivery or attempted delivery, provided such attempted delivery is made on a business day.

## 12. Miscellaneous Provisions.

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all understandings, negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as are set forth herein.

12.2 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

12.3 Amendment; Modifications. Neither this Agreement nor any provision hereof may be amended, waived, or terminated in any respect unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

12.4 Waiver. Either party may, at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such party. No waiver shall reduce the rights and remedies of such party by reason of any breach of the other party. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

12.5 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and permitted assigns.

12.6 Survival. Except as specifically provided to the contrary in this Agreement, each and every agreement, obligation, warranty, representation, covenant and indemnification of Seller and Buyer contained herein shall not survive the Closing or the earlier termination hereof and the transfer and conveyance of the Property and any and all performances hereunder.

12.7 Cumulative Remedies. Except as otherwise specifically provided herein, no remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, except for liquidated damages.

12.8 Numbers; Gender. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island.

12.10 Headings. All article and section titles or captions are for convenience only and shall not be deemed a part of this Agreement.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

12.12 Exhibits. The Exhibits attached to this Agreement are incorporated herein as if set forth in full herein.

12.13 Joint and Several. If more than one person or entity constitutes Seller or Buyer, then the obligations of such persons or entities hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BUYER:

\_\_\_\_\_  
Robert Schiavo

Date: \_\_\_\_\_

SELLER:

\_\_\_\_\_  
The City of East Providence

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

Date: \_\_\_\_\_

**EXHIBIT A**

**Property Description**

EXHIBIT B  
Addendum

(138 New Road, East Providence, Rhode Island 02916)

I, Mary H. Costa, am the current owner of the property located at 138 New Road, East Providence, Rhode Island 02916. I am in full support and have no objection to the development proposed by Mr. Robert Schiavo and his Company.

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Mary H. Costa



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING FUNDING FOR ADDITIONAL WATER UTILITY  
WORK REQUIRED FOR THE SOUTH BROADWAY 72 INCH CULVERT  
REPLACEMENT PROJECT**

**WHEREAS**, on April 21, 2020, the City Council approved a resolution authorizing the Mayor to enter into a contract with D'Ambra Construction for the South Broadway 72 Inch Culvert Replacement project; and

**WHEREAS**, the existing waterline is excessively deep and any repairs that need to be made on a line that is at this depth is problematic and expensive and requires the assistance of a contractor; and

**WHEREAS**, the cost of the additional work is \$105,000 which includes labor and equipment to install approximately 560 feet of 8-inch ductile iron water main, three new 8-inch valves, three new curb stops and house service lines to the curb stops, and pressure testing and disinfection; and

**WHEREAS**, the project is being funded through the Capital Improvement Fund approved by the City Council in the amount of \$600,000; and

**WHEREAS**, the original contract entered into with D'Ambra Construction is \$393,000 and with the requested funding of \$105,000 for additional water utility work required, the project is still below the \$600,000 originally budgeted and approved by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Providence hereby authorizes funding in the amount of \$105,000 for additional water utility work required for the South Broadway 72 Inch Culvert Replacement project.

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

Attest:

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

Introduced by: Council President Britto

**ENGINEERING DIVISION  
MEMORANDUM**

To: Stephen Coutu, Director of Public Works

From: Erik Skadberg, City Engineer

Date: September 30, 2020

RE: Additional Water Work/Change Order  
South Broadway Culvert Project

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Attached is the change order cost to perform additional work related to the South Broadway Culvert replacement project. The existing conditions plan indicated a water main depth based on pipe locating equipment technology. The existing water main was installed below the existing culvert and is in excess of 18 feet deep. This depth is too great for our equipment to reach and as part of the culvert replacement project the water main was to be installed above the culvert and insulated. It appears that the equipment picked up gas lines and not the water main, thereby giving false depth of the water main. The depth of the water main was in excess of our equipment's capability outside of the scope of work to replace the culvert. This change order will include additional pipe length to get the water main to a standard industry depth of five (5) feet. The additional work has been vetted with the contractor and the sequence will minimize by-pass piping except for the Waterview Villa Nursing Home. The nursing home will have a constant water feed during the duration of the water work. Other residents will see temporary water shut downs for approximately 4-8 hours during the day. These residents will be notified ahead of time.

The change order amount is for \$105,000. This includes labor and equipment to install approximately 560 feet of 8-inch ductile iron water main, three new 8-inch valves, three new curb stops and house service lines to the curb stops, pressure testing and disinfecting. The City will purchase the materials. This project is being funded through a \$600,000 capital budget project. The original bid is for \$393,000. With the change order the project is still below the \$600,000 originally budgeted.



**D'AMBRA**  
CONSTRUCTION CO., INC.

AN EQUAL OPPORTUNITY  
EMPLOYER

September 8, 2020 Revised September 22, 2020

Attention: Erik Skadberg  
City Engineer  
City of East Providence  
145 Taunton Avenue  
East Providence, RI 02914

Regarding: South Broadway-Additional Water Work

Dear Mr. Skadberg:

We submit the following lump sum prices for the installation of the water line in the vicinity of the South Broadway Culvert Repair. Option #1 is with the city providing all the water materials. The sand, gravel, and asphalt are provided by D'Ambra Construction. Option #2 includes all materials.

Option #1

Install 560lf of 8" DIP (city supplies all water materials) \$105,000

Option #2

Furnish and install 560lf of 8" DIP per attached sketch \$125,000

Clarifications:

- By pass at nursing home by others
- All work during the day
- See attached sketch for scope and procedure
- Police details will be billed thru allowance on base contract

If you have any questions or require additional information, please do not hesitate to call me at 401-737-1300.

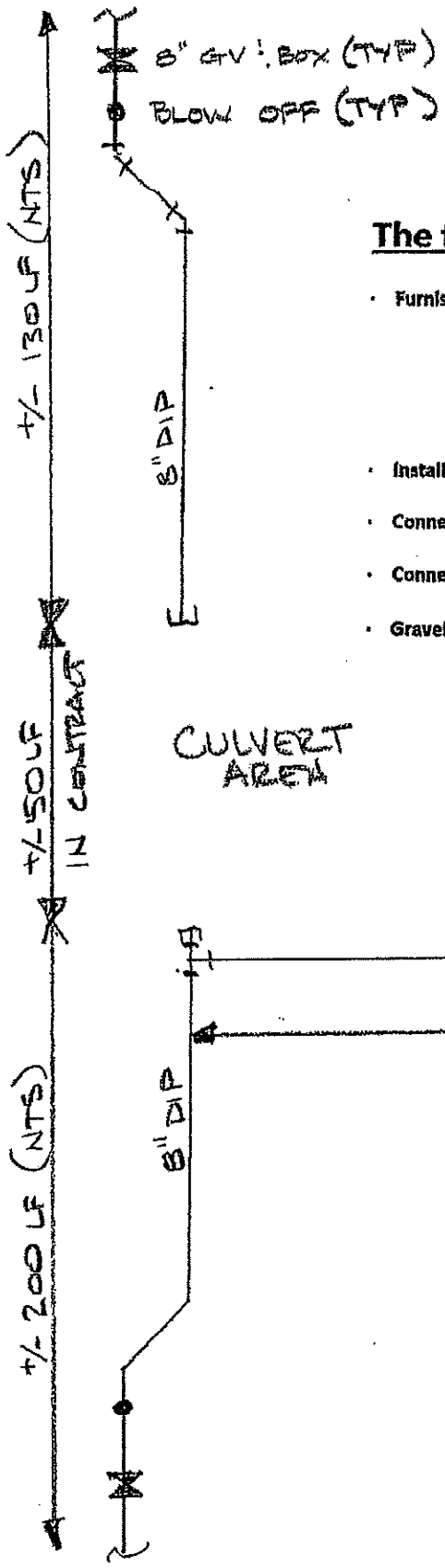
Very truly yours,

Fred Sarmiento  
Vice President-Operations  
D'Ambra Construction Company, Inc.

80 Centre of New England Blvd.  
Coventry, Rhode Island 02816  
Tel. (401) 737-1300  
Fax: (401) 732-4725  
www.d-ambra.com

# S. BROADWAY WATERWORK

71



## The following is our procedure:

- Furnish and install three gate valves with blow off and caps
  - o The two on S. Broadway will be done concurrently. The Lee Road location can be done the next day, because there is an existing valve at the intersection.
- Install and test new 8" water line as shown on the attached sketch
- Connect north section of new pipe and tie in three house services to new line
- Connect south & east section of new pipe and tie in two house services to new line
- Gravel and pave with 4" of temporary asphalt patch

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
A REVISED AGREEMENT FOR CONTINUED ASSISTANCE WITH  
PROFESSIONAL SERVICES FOR THE STRATEGIC ASSESSMENT OF  
THE WASTEWATER OPERATING CONTRACT  
AND WHOLESALE SERVICE PROJECT**

**WHEREAS**, in June 2019, the City entered into an agreement with Arcadis U.S. Inc. under the City's Request for Qualifications for Professional Consulting Services for Wastewater Operations to assist with a Strategic Assessment of the Wastewater Operating Contract and Wholesale Service; and

**WHEREAS**, at the last strategic workshop between the City and Arcadis, it was determined to continue with additional tasks to assist the City in procuring a new contract and provide information and analysis for the City to evaluate Suez's proposal for a new ten (10) year contract; and

**WHEREAS**, the City would like to enter into a revised scope of work with Arcadis U.S. Inc. for continued work on the project; and

**WHEREAS**, Arcadis's revised scope of work for the project consists of assisting the City with preparing a ten-year wastewater contract operations contract with Suez; and

**WHEREAS**, the cost of Arcadis's services is estimated not to exceed \$117,415.

**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 the Standard Agreement for Professional Services (Amendment No. 2) between Arcadis U.S., Inc. and the City of East Providence attached hereto for continued work on the Strategic Assessment of Wastewater Operating Contract and Wholesale Service project.

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

Attest:

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

Introduced by: Council Vice President Rodericks

**AMENDMENT No. 2**

An Agreement was executed on \_\_\_\_\_ between City of East Providence, RI [Client], having its principal place of business at 145 Taunton Avenue, East Providence, RI 02914, and Arcadis U.S., Inc. [Arcadis], having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and having an office at 500 Edgewater Drive, Suite 511, Wakefield, MA 01880.

Under the Agreement, Arcadis provides certain professional engineering services related to Strategic Assessment of Wastewater Operating Contract and Wholesale Service [Assignment] at the East Providence [Site], Rhode Island [State].

Client and Arcadis now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Arcadis agree to amend the Agreement as the following:

**1. Scope of Amended Services.**

**Task 1: Prepare Draft and Final Contract Attachments for Wastewater System Contract Operations**

Arcadis will assist the City with preparing a ten-year wastewater contract operations contract with Suez. This task includes:

- Develop Key Contract Points to include in the contract. In developing the Key Contract Points, we will perform a comparative evaluation of the differences in the O&M requirements in the existing Suez contract and other recent operations contract for similar services in New England.
- Assist the City with summarizing wastewater operations and critical wastewater assets including, number of customers, miles of sewer main by diameter and type, description of treatment facilities and processes, summary of materials, supplies, and equipment including vehicles. The summary should designate ownership under the current agreement, i.e., asset owned by City vs. asset owned by Suez.
- The draft service contract will be prepared by the City's legal advisor, we will provide review and input on the draft service contract. Arcadis will provide initial drafts of the following schedules, which will require City review and input:
  - Schedule 1 - Managed Assets and Service Area Description
  - Schedule 2 - Transition Plan and Designated Employees
  - Schedule 3 - Performance Guarantees and Non-Compliance Assessments
  - Schedule 4 - Operation and Maintenance Standards
  - Schedule 5 - Industrial Pretreatment Program Management
  - Schedule 6 - Reports and Plans Requirements
  - Schedule 7 - Guaranteed Maximum Electricity Utilization
  - Schedule 8 - Exit Transition Plan
  - Schedule 9 - Construction and Operating Government Approvals
  - Schedule 10 - Insurance Requirements
  - Schedule 11 - Key Personnel and Approved Subcontractors.

AMENDMENT No. 2

A final version will be provided after City review and input. We will attend up to two meetings to discuss these items with the City.

- Review with the City and update the inventory of the assets to be operated by Suez.
- All deliverables will be provided in electronic format.

**Task 2: Barrington Rate Study**

This task includes a complete analysis of the City's current rate agreement with the Town of Barrington. Our approach is generally divided into three main tasks, and follows guidelines outlined in the Water Environment Federation's Manual of Practice No. 27: *Financing and Charges for Wastewater Systems (WEF MOP 27)*. The general approach includes the following:

1. **Document Review** – Arcadis will request and review all reports available related to Barrington's contributing flow, including pollutant loading.
2. **Determine Revenue Requirements** – This includes the operating and capital costs related to wastewater treatment at the City's WWTF that form the basis for Barrington's fee.
3. **Functional Allocation of Revenue Requirements** – This includes allocating the wastewater revenue requirements to the various functional components, including wastewater Volume, BOD, and TSS. This provides the basis for developing cost of service-based fees.
4. **Design of Permit Fee and Surcharge Rate Structure** – Based on the results of 1. and 2. above, Arcadis will work with the City to develop recommended revisions to the existing fee.
5. **Summary of Findings** – Arcadis will summarize all findings in a technical memorandum.

**Task 3: Analysis of Barrington Flow – Impact of H<sub>2</sub>S at WWTF**

Arcadis will perform a site visit at the WWTF to determine the structural impacts of H<sub>2</sub>S on the existing structures. Arcadis will summarize all findings in a technical memorandum to the City. The technical memorandum will include:

- Structural findings based on the impacts of H<sub>2</sub>S
- Development of capital improvements
- Costs

We will submit the draft technical memorandum with the City and incorporate comments and provide a final technical memorandum.

**Task 4: Additional As Needed Contract Negotiation Services and Meetings**

This task covers the services to assist the City in reviewing the contract and or presenting project updates to the City Council or subcommittees. Arcadis will prepare a presentation and/or preliminary handouts for City project team review and incorporate comments into final documents to be presented to the Council. Arcadis will assist with contract negotiations on an as needed basis upon the City's request.

AMENDMENT No. 2

2. **Schedule of Amended Services.**

This work will be completed within six (6) months of notice to proceed.

3. **Compensation for Amended Services.**

TASK DESCRIPTION	Person Hours						Project Costs		
	Principal-in-Charge/Technical Expert	Principal Engineer	Senior Engineer	Project Engineer	Staff Engineer	Total Person-Hours	Total Labor Costs	Other Direct Costs	Total Costs
Task 1: Prepare Contract Schedules	43	35	136	9	152	375	\$61,143	\$620.00	\$61,765
Task 2: Barrington Rate Study	4	24	63	4	16	111	\$20,881	\$120.00	\$21,001
Task 3: H2S Capital Improvements	4	22	30	4	20	80	\$13,637	\$360.00	\$13,997
Task 4: As Needed Assistance and Meetings	24	20	24	8	24	100	\$20,030	\$620.00	\$20,650
<b>SUBTOTALS</b>	75	101	253	25	212	666	\$115,693	\$1,720	\$117,413

**Other Provisions.** Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

**Execution Authority.** This Amendment to the Agreement is a valid and authorized undertaking of Client and Arcadis. The representatives of Client and Arcadis who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date:  
 \_\_\_\_\_, 2020.

CLIENT

Arcadis U.S., Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Robert DaSilva

Jennifer Kelly Lachmayr

Title \_\_\_\_\_

Title \_\_\_\_\_

Mayor

Vice President



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT FOR THE DEMOLITION OF TWO FORMER SCHOOL  
BUILDINGS LOCATED ON BURNSIDE AVENUE AND HOPPIN AVENUE**

**WHEREAS**, the School buildings located at 80 Burnside Avenue and 33 Hoppin Avenue have sat vacant for a number of years; and

**WHEREAS**, the City seeks to demolish the buildings, subdivide the land, and sell the land for development of single family homes. The properties being proposed for demolition and sale have already been deemed as surplus; and

**WHEREAS**, on October 2, 2020, nine contractors submitted bids for the demolition of the two former School buildings located at 80 Burnside Avenue and 33 Hoppin Avenue; and

**WHEREAS**, the lowest bid was provided by A.A. Asbestos Abatement Co., Inc. in the amount of \$318,250.00. In addition, there is \$14,000 due for the asbestos abatement plan that is required for this project; and

**WHEREAS**, the project is being funded through the Capital Improvement Fund approved by the City Council in the amount of \$450,000; and

**WHEREAS**, the City would like to enter into a contract with A.A. Asbestos Abatement Co., Inc. for the demolition of the two School buildings located at 80 Burnside Avenue and 33 Hoppin Avenue in the amount of \$318,250.00; and

**WHEREAS**, the City seeks authorization to use the full \$450,000 funded and budgeted through the Capital Improvement Fund to deal with any contingencies and other costs associated with subdividing the land and creating the parcels.

**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 A.A. Asbestos Abatement Co., Inc. and the City of East Providence for the demolition of the two School buildings located at 80 Burnside Avenue and 33 Hoppin Avenue.

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

Attest:

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

Introduced by: Council Vice President Rodericks



**BID OPENING**  
**BID TABULATION: RFQ - DEMOLITION OF BUILDINGS**  
 BID NO., SP19/20 - 30  
 DEPT/DIV: Planning/Public Buildings  
 DATE: October 2, 2020 at 11:00 am

BIDDER	TOTAL
Manenti Demolition, INC 1020 Choppinist Hill Road North Scituate, RI 02857 (401)323-7858	\$790,065.00
Steacon Corporation 1430 Cranston Street, Suite A Cranston, RI 02920 (401) 944-2395 X207	\$858,358.00
Global Consulting Group, LLC 1202 Hope Street Bristol, RI 02809 (401)428-9711	\$395,000.00
J.R. Vinagro Corporation 2208 Plainfield Pike Johnston, RI 02919 (401) 943-7100	\$480,380.00
Foley Excavation 53 French Street Rohoboth, MA 02769 (508) 336-4665	\$818,500.00
A.A. Asbestos Abatement Co. Inc R-1307 Hartford Avenue Johnston, RI 02919 (401) 351-1188	\$318,250.00
R & P Construction 30 Starr Street Johnston, RI 02919 (401) 944-4221	\$400,000.00
Costello Dismantling Compant, Inc 15 Cranberry Highway, Unit 1 West Wareham, MA 02576	\$989,250.00
Manafort Brothers 414 New Britain Avenue Plainville, CT 03032 (860) 229-4853	\$1,098,000.00

RECOMMENDATION:

ACCOUNT NUMBER: 1-31100-650-57202

Roberto A. Dasilva  
Mayor

William Fazio  
Director of Planning & Economic Development

Malcolm A. Moore  
Finance Director

Edward Castelli  
Building Superintendent

Dawn Kenney  
Procurement Specialist

Date

Date

Date

Date

Date

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACT FOR THE DEMOLITION OF TWO FORMER SCHOOL  
BUILDINGS LOCATED ON BURNSIDE AVENUE AND HOPPIN AVENUE**

**WHEREAS**, the School buildings located at 80 Burnside Avenue and 33 Hoppin Avenue have sat vacant for a number of years; and

**WHEREAS**, the City seeks to demolish the buildings, subdivide the land, and sell the land for development of single family homes. The properties being proposed for demolition and sale have already been deemed as surplus; and

**WHEREAS**, on October 2, 2020, nine contractors submitted bids for the demolition of the two former School buildings located at 80 Burnside Avenue and 33 Hoppin Avenue; and

**WHEREAS**, the lowest bid was provided by A.A. Asbestos Abatement Co., Inc. in the amount of \$318,250.00. In addition, there is \$14,000 due for the asbestos abatement plan that is required for this project; and

**WHEREAS**, the project is being funded through the Capital Improvement Fund approved by the City Council in the amount of \$450,000; and

**WHEREAS**, the City would like to enter into a contract with A.A. Asbestos Abatement Co., Inc. for the demolition of the two School buildings located at 80 Burnside Avenue and 33 Hoppin Avenue in the amount of \$318,250.00; and

**WHEREAS**, the City seeks authorization to use the full \$450,000 funded and budgeted through the Capital Improvement Fund to deal with any contingencies and other costs associated with subdividing the land and creating the parcels.

**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 A.A. Asbestos Abatement Co., Inc. and the City of East Providence for the demolition of the two School buildings located at 80 Burnside Avenue and 33 Hoppin Avenue.

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

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

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH  
QUALITY DATA SERVICE, INC. (QDS) TO PURCHASE TAX COLLECTION/TAX  
ASSESSMENT SOFTWARE FOR THE FINANCE DEPARTMENT**

**WHEREAS**, the Finance Department is required to spend \$127,500 to upgrade the current Tax Collection/Tax Assessment software; and

**WHEREAS**, the Finance Department is authorized by East Providence City Ordinance, Sec. 2-252 entitled "Cooperative purchasing", to join with other units of government in cooperative purchasing plans where the best interests of the city will be served thereby; and

**WHEREAS**, the Towns of Westerly and Jamestown selected QUALITY DATA SERVICE, INC. (QDS) after evaluating the responses to their RFP for Tax Collection/Tax Assessment software; and

**WHEREAS**, the City Council approved \$127,500 for the Finance Department during the 2019-2020 Capital Improvement Budget process which will be used toward the purchase of said software; and

**WHEREAS**, the Finance Department is requesting approval in an amount not to exceed \$85,000.00 for the purchase, installation, conversion and training of the Tax Collection/Tax Assessment software.

**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 with QUALITY DATA SERVICE, INC. (QDS) for the purchase of the Tax Collection/Tax Assessment software for the Finance Department in an amount not to exceed \$85,000.00.

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

Attest:

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

Introduced by: Councilman Cahoon



**Quality Data Service, Inc.  
SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT**

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between:

**QUALITY DATA SERVICE, INC.**, a Connecticut Corporation, with its principal place of business at: 121 Mattatuck Heights Rd, Waterbury, CT 06705;

And

The City of East Providence, Rhode Island  
**(Customer)**,  
With its principal place of business at  
145 Taunton Avenue  
East Providence, RI 02914

QUALITY DATA SERVICE, INC. and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. QUALITY DATA SERVICE, INC. will furnish to the Customer by this Agreement:

1. The QUALITY DATA SERVICE, INC. Licensed Program(s) listed in Appendix 1 of this Agreement.
2. Support service(s) as described herein. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on equipment meeting the minimum hardware requirements for server and workstation, as provided in Appendix 3.
3. Installation, modifications, training, conversion and project management services as described herein and listed in the Appendix 1 of this Agreement.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s) plus any enhancements and/or updates unless installation services are contracted from QUALITY DATA SERVICE, INC. and outlined in the Supplement(s).
2. Use of the programs to achieve the Customer's intended results.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

**CUSTOMER – City of East Providence, RI**

**CONTRACTOR - Quality Data Service Inc.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Leonello DiNicola, CFO

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

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## **I - DEFINITIONS**

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code form and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to QUALITY DATA SERVICE, INC. Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware meeting the minimum hardware requirements for server and workstation, as provided in the Supplement(s) for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such as job control language.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine.

"Delivery Date" shall mean the date that the Licensed Program(s) is received by the Customer, or no later than ten (10) calendar days after shipment by QUALITY DATA SERVICE, INC. For services, the "Delivery Date" refers to the date services are performed.

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call services provided to Customer for the QUALITY DATA SERVICE, INC. Licensed Program(s).

## **II - LICENSE**

The license granted under this Agreement permits the Customer, subject to the provisions of Sections VIII, IX, X and XII of this Agreement to:

- a. Use the Licensed Program(s) on the designated Machine(s) for Customer's internal use only and not for the processing of any data except Customer's (i.e., no service bureau use is permitted).
- b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
- c. Licensed Program(s) can be loaded on any server used for real time or temporary back-up and recovery purposes.
- d. Modify any Licensed Program(s) to form an updated work for the Customer's use. Any updated work shall be the property of QUALITY DATA SERVICE, INC. to the extent it contains any QUALITY DATA SERVICE, INC. proprietary code.

Customer is prohibited from reverse engineering, reverse assembling and reverse compiling the Licensed Program(s), in whole or in part. Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by QUALITY DATA SERVICE, INC. and will relieve QUALITY DATA SERVICE, INC. of any responsibility to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

- e. Have access to a copy of the Licensed Program(s). Unless otherwise provided herein, the Licensed Program(s) are provided in and may be used in machine-readable object code form only. QUALITY DATA SERVICE, INC. provides the Customer at no charge through our attorney Source Code Escrow that provides for release of the source code version of the Licensed Program(s) from escrow upon the occurrence of certain release events, such as QUALITY DATA SERVICE, INC.'s failure to provide required maintenance services as agreed.

### **III - TERM**

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated as provided in Paragraph XV. This Agreement may be terminated by the Customer only when all Licensed Program(s) have been returned to QUALITY DATA SERVICE, INC. or destroyed. An authorized representative of QUALITY DATA SERVICE, INC., upon request, shall be afforded sufficient reasonable access to Customer's premises to verify that all use of Licensed Program(s) has been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

License(s) granted under this Agreement may be discontinued by the Customer upon written notice, effective immediately, during the testing period described in Section VI.

### **IV - QUALITY DATA SERVICE, INC. SUPPLIED PRODUCT (S) AND/OR SERVICES**

QUALITY DATA SERVICE, INC. shall supply the Licensed Program(s) specified in the Supplement(s) in machine-readable object code form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by QUALITY DATA SERVICE, INC. In addition, QUALITY DATA SERVICE, INC. shall supply related services and/or maintenance, and may supply specialized hardware or other third-party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by QUALITY DATA SERVICE, INC.

QUALITY DATA SERVICE, INC. assumes no liability for any hardware or other third-party products beyond manufacturers' warranty specified in the Supplement(s). Customer acknowledges that these products were selected by Customer to support features desired by Customer, and that they are included in the Agreement solely for that purpose.

### **V - PRICING AND PAYMENT TERMS**

All pricing and terms associated with Licensed Program(s) and any other QUALITY DATA SERVICE, INC. products and services are specified in the Addendum A to the contract. Unless specified to the contrary, prices quoted in the Addendum A to the contract are valid for ninety (90) days from the date of QUALITY DATA SERVICE, INC.'s acceptance of the applicable Addendum(s). QUALITY DATA SERVICE, INC. may increase its prices without notice on items not provided for in the Addendum(s).

(INVOICES MORE THAN 30 DAYS OLD WILL BE CHARGED A FINANCE CHARGE OF 1.5% PER MONTH UNLESS SAID INVOICE IS CONTESTED IN GOOD FAITH BY THE Customer WITHIN 30 DAYS OF INVOICE RECEIPT)

Unless the customer elects the 5 year level payment option, in which case this section shall not apply, fees for QUALITY DATA SERVICE, INC. Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).



If applicable, any taxes resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer. QUALITY DATA SERVICE, INC. will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to QUALITY DATA SERVICE, INC. upon contract execution.

## **VI - LICENSED PROGRAM TESTING AND ACCEPTANCE**

Beginning on the date ten (10) days after installation of the Licensed Program(s) by QUALITY DATA SERVICE, INC., the Licensed Program(s) will be available for non-productive use for testing for a period of ninety (90) days. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meets the Customer's specifications and/or requirements.

At any time during the testing period, upon written notice, the Customer may discontinue the Licensed Program(s) and receive full credit or refund for the amount of the license fee. If written notice of discontinuance is not received by QUALITY DATA SERVICE, INC. prior to the end of the testing period, or if the Customer uses the Licensed Program(s) for other than testing purposes during the testing period, the Licensed Program(s) shall be deemed to be accepted under the provisions of this Agreement.

## **VII - LICENSED PROGRAM SERVICES**

Training on QUALITY DATA SERVICE, INC. Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on QUALITY DATA SERVICE, INC.'s experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate per hour.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at QUALITY DATA SERVICE, INC.'s then prevailing rate per hour. Data must be given to QUALITY DATA SERVICE, INC. in an IBM compatible format on a specified magnetic media. Data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the QUALITY DATA SERVICE, INC. System Change Request form ("SCR") which will be prepared for the Customer by the QUALITY DATA SERVICE, INC. Project Manager responsible for that module. QUALITY DATA SERVICE, INC. will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with appropriate payment as provided for in the Supplement(s).

Project Management is strongly recommended by QUALITY DATA SERVICE, INC., and if provided for in the Supplement(s), will be invoiced as indicated in the Supplement(s).

QUALITY DATA SERVICE, INC. will provide the Customer with the Support Services listed below for the QUALITY DATA SERVICE, INC. Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing upon acceptance by the Town or "Live" productive use or one hundred twenty (120) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays QUALITY DATA SERVICE, INC.'s annual support and software Re-Licensing fee.

- a. Telephone Support line available Monday – Friday 8:30 AM – 5:00 PM EST.
- b. Fax line available to capture faxed requests 24 hours/day 7 days/week.
- c. Product updates and enhancements of the covered Licensed Program(s).

- d. Response to calls, under normal conditions, in approximately two (2) hours of receipt of incoming call. Immediate for critical situations as reasonably determined by the Customer and QDS. For other situations, within one to two days.
- e. Error corrections as made.

Support requests for the first one hundred twenty (120) days after delivery of the Licensed Program(s) shall be directed to the appropriate QUALITY DATA SERVICE, INC. project manager or trainer. The base cost for Support Services does not include the costs for maintenance on modifications made to the Licensed Program(s) at Customer's request.

Upon commencement of QUALITY DATA SERVICE, INC. Support Services, Customer shall provide QUALITY DATA SERVICE, INC. with remote diagnostics capabilities through the internet via TCP/IP, VPN a product such as Log Me In to all servers and/or workstations. If access is not available through the internet, QUALITY DATA SERVICE, INC. requires dedicated modem line(s), a modem in the server(s), and the VPN communications software on the server(s) to permit QUALITY DATA SERVICE, INC. to perform diagnostics and dial-in support. In the event Customer does not provide dial-in capability to QUALITY DATA SERVICE, INC., or in the event a hardware and software malfunction prevents dial-in support, Customer may request on-site Consulting/Emergency services at QUALITY DATA SERVICE, INC.'s then current rates. Support requests relating, if applicable, to third party hardware or software will be directed to the vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the Supplement(s), QUALITY DATA SERVICE, INC. shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

QUALITY DATA SERVICE, INC. shall not supply any support services nor be liable for any damages in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by QUALITY DATA SERVICE, INC. The Customer will submit a list of the proposed equipment to be installed in writing via regular or email. Customer shall receive written authorization from QUALITY DATA SERVICE, INC. before attaching to the computer system any equipment (Validator Printers or Scanners) not supplied or approved by QUALITY DATA SERVICE, INC. This Authorization will be provided within 48 hours of the submission from the customer and shall not be withheld unless said equipment will cause operational damage to the system, or require undue system support from QUALITY DATA SERVICE, INC.

Customer acknowledges that the systems supplied by QUALITY DATA SERVICE, INC. have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from QUALITY DATA SERVICE, INC. designated personnel. QUALITY DATA SERVICE, INC. shall not be liable for any damage or loss of function that results from violating the approved operating environment by personnel not approved by QUALITY DATA SERVICE, INC.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, QUALITY DATA SERVICE, INC. shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

### **VIII - PROTECTION AND SECURITY OF PROPRIETARY MATERIALS**

The Customer acknowledges that the Licensed Program(s), including the source code, design specifications and associated documentation of the Licensed Program(s), (the "QUALITY DATA SERVICE, INC. Proprietary Information") constitute proprietary information and trade secrets of QUALITY DATA SERVICE, INC. and will remain the sole property of QUALITY DATA SERVICE, INC. The Customer agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the QUALITY DATA SERVICE, INC. Proprietary Information. The Customer shall hold in confidence the QUALITY DATA SERVICE, INC. Proprietary Information for its benefit and internal use only by its employees subject to the customer's obligations pursuant to the law. The Customer further acknowledges that, in the event of a breach or threatened breach by the Customer of the provisions of this paragraph, QUALITY DATA SERVICE, INC. has no adequate remedy in money damages. The Parties recognize that all documents, material and data are subject to the relevant provisions of the Rhode Island General Laws 38-2-et seq.

## **IX - WARRANTY**

QUALITY DATA SERVICE, INC. warrants that for a period of twelve (12) months after acceptance, as provided for in Section VI, the QUALITY DATA SERVICE, INC. Licensed Program(s) listed in the Appendix 1 will perform in substantial compliance with the reference Documentation supplied by QUALITY DATA SERVICE, INC., provided the Licensed Program(s) are used in the proper operating environment as set forth in Appendix 3. QUALITY DATA SERVICE, INC. does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the twelve (12) month period after the completion of the Licensed Program testing described in Section VI. Any other utility or incidental software distributed by QUALITY DATA SERVICE, INC. will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. QUALITY DATA SERVICE, INC. shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by QUALITY DATA SERVICE, INC.'s authorized representatives. QUALITY DATA SERVICE, INC. will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

QUALITY DATA SERVICE, INC. warrants that it has the right to license the QUALITY DATA SERVICE, INC. Licensed Program(s) listed in the Supplement(s) and that the QUALITY DATA SERVICE, INC. Licensed Program(s) does not infringe any intellectual property of any third party. QUALITY DATA SERVICE, INC. agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to QUALITY DATA SERVICE, INC. Licensed Program(s) provided QUALITY DATA SERVICE, INC. shall have the right to control the defense or settlement of any such claim. If use of the QUALITY DATA SERVICE, INC. Licensed Program(s) by the Customer is enjoined by any infringement proceeding, QUALITY DATA SERVICE, INC. shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the QUALITY DATA SERVICE, INC. Licensed Program(s) or if that is not possible, QUALITY DATA SERVICE, INC. shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

QUALITY DATA SERVICE, INC. does not make any representations or warranties with respect to intellectual property rights of any third-party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by QUALITY DATA SERVICE, INC.

**QUALITY DATA SERVICE, INC. MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM (S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

## **X - COPY AND USE**

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by QUALITY DATA SERVICE, INC. while this Agreement is in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of QUALITY DATA SERVICE, INC.

## **XI - LIMITATION OF LIABILITY AND REMEDIES**

Quality Data Service agrees to indemnify and save harmless the Customer, its agents, Officers, Officials and employees from any and all claims, loss and/or expense (including attorney's costs and attorney's fees) arising out of or resulting from the performance of the work provided by Quality Data Service hereunder and suffered or imposed upon the Customer, its agents, Officers, Officials and employees for; (a) damages arising out of or relating to property damage or bodily injury, including death, at anytime resulting there from, sustained by any person or persons (including employees of the vendor or any subcontractor); (b) as a result of injuries sustained from damage to the property and equipment, including the loss of use thereof, whether such injuries or damages are caused in whole or in part by the negligence of the vendor, its agents, servants, and/or employees. QDS shall provide Certificate of Insurance as required by the City of East Providence.

QUALITY DATA SERVICE, INC.'s liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for QUALITY DATA SERVICE, INC. Licensed Program(s) and services, not including any fees associated with QUALITY DATA SERVICE, INC. project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by QUALITY DATA SERVICE, INC. of Licensed Program defects, or (2) if, after repeated efforts, QUALITY DATA SERVICE, INC. is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

## **XII - PATENT AND COPYRIGHT INDEMNITY**

QUALITY DATA SERVICE, INC. will, at its expense, defend the Customer against any claim that the QUALITY DATA SERVICE, INC. Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, and QUALITY DATA SERVICE, INC. will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

- a. Give QUALITY DATA SERVICE, INC. prompt written notice of any such claim, and
- b. Allow QUALITY DATA SERVICE, INC. to control, and fully cooperate with QUALITY DATA SERVICE, INC. in the defense and all related settlement negotiations.

The Customer agrees to allow QUALITY DATA SERVICE, INC., at QUALITY DATA SERVICE, INC.'s option and expense, if such claim has occurred or in QUALITY DATA SERVICE, INC.'s judgment is likely to occur, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in QUALITY DATA SERVICE, INC.'s judgment, upon written request, the Customer will return the Licensed Program(s) to QUALITY DATA SERVICE, INC., and QUALITY DATA SERVICE, INC. shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

QUALITY DATA SERVICE, INC. shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by QUALITY DATA SERVICE, INC. or in other than the specified operating environment. This section states QUALITY DATA SERVICE, INC.'s entire obligation to the Customer regarding infringement.

## **XIII - COPYRIGHT PROTECTION**

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. QUALITY DATA SERVICE, INC. warrants and Customer acknowledges that QUALITY DATA SERVICE, INC. has the following exclusive rights with regard to the Licensed Program(s):

- a. To reproduce the Licensed Program(s) in any or all forms.
- b. To adapt, transform or rearrange the Licensed Program(s).
- c. To prepare other products derivative of the Licensed Program(s).
- d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of QUALITY DATA SERVICE, INC.'s rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

## **XIV - MISCELLANEOUS AGREEMENT PROVISIONS**

**Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of Rhode Island. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state

and/or federal courts as applicable for East Providence, Rhode Island for resolution of all disputes in connection with this Agreement.

**Binding Agreement.** The individual signing this Agreement and any Supplement(s) to this Agreement for the Customer warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the Customer.

**Assignment.** This Agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of QUALITY DATA SERVICE, INC., which consent may be withheld by QUALITY DATA SERVICE, INC. QUALITY DATA SERVICE, INC. may assign its rights, title and interest by providing 90 days prior written notice to the Customer.

**Successors Bound.** The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and QUALITY DATA SERVICE, INC.

**Force Majeure.** QUALITY DATA SERVICE, INC. is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

**Severability.** If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Notices.** Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

**Publication.** QUALITY DATA SERVICE, INC. reserves the right to publish certain information regarding this Agreement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Agreement and listing Customer's name on QUALITY DATA SERVICE, INC.'s complete customer listing that is made available to other QUALITY DATA SERVICE, INC. customers and potential customers provided that Customer may request removal at it's reasonable determination.

**Headings.** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

**Non-waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**Data Ownership.** The data housed in the QDS Software remains the sole property of the Town and cannot be sold or shared by QDS without the Town's written consent.

**Entire Agreement.** This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of QUALITY DATA SERVICE, INC. Preprinted conditions and all other terms not included in this Agreement, the Pricing and Payment Supplement(s) to this Agreement, and the Hardware Purchase Agreement(s), if applicable, on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the QUALITY DATA SERVICE, INC.

Agreements shall control unless expressly accepted by QUALITY DATA SERVICE, INC. in writing to the Customer.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

## **XV - GENERAL CONDITIONS**

### **GUARANTEE**

Notwithstanding Section IX Warranty Quality Data Service herein represents, warrants and guarantees that all work to be performed under this agreement will conform with the addenda attached hereto and the documentation and specifications provided to the Town by Quality Data Service and Quality Data Service hereby guarantees that all "Software" will run on the Customer computer system as represented, for the life of the computer system installed in the Customer as long as the "Software" is only modified or enhanced solely by Quality Data Service providing that the customers subscription to the QDS Customer Support Agreement is current and paid up to date.

Annual "Software" support fees will allow for the provision of hot-line telephone support for problem and questions as well as prompt correction of any "Software" errors.

### **NONDISCRIMINATION**

The Quality Data Service is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972. Quality Data Service represents and warrants that it is in compliance as of the date hereof.

### **TERMINATION / CANCELLATION**

- (a) The Quality Data Service may terminate/cancel this Agreement and any license granted hereunder if the Customer is in default of any material provision hereof and such default is not cured within sixty (60) days after Quality Data Service gives the Customer written notice thereof. The Customer may terminate/cancel this agreement after thirty (30) days written notice to the Quality Data Service.
- (b) In the event of any termination/cancellation of this Agreement or any license granted hereunder, the Quality Data Service, as its sole and exclusive remedy, may require that the Customer cease any further use of the "Software" or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to the Quality Data Service.
- (c) The term of this agreement is 5 years and subject to early termination by either party.

Note: Application software licenses are generally provided with out time limitations. Software support agreements can have set terms with renewal requirements.

## SCOPE OF SERVICES

1. Quality Data Service shall provide, deliver, install and bring to proper working order the following "Software" listed in Appendix 1. Quality Data Service warrants that the system will meet the Qualifications for the "Software".
2. Quality Data Service shall deliver, install and bring to proper working order the "Software" necessary for the operations of the offices as outlined in Appendix 1 including the necessary Documentation and Training listed in Appendix 1. During the implementation phase Quality Data Service shall provide unlimited "Software" support at no additional cost. Application Software Cost provided the Customer has all the necessary computer equipment in place and file layouts for conversion. The cost to the Customer for all "Software", conversion of files, training of Customer employees, "Software" installation, and optional hardware, is enumerated in Appendix 1 Software Costs Section and be paid to as noted in Appendix 2:
  - Terms: Upon receipt when software and hardware is installed

(INVOICES MORE THAN 30 DAYS OLD WILL BE CHARGED A FINANCE CHARGE OF 1.5% PER MONTH UNLESS SAID INVOICE IS CONTESTED IN GOOD FAITH BY THE CUSTOMER WITHIN 30 DAYS OF INVOICE RECEIPT)

3. Notwithstanding Section IX Warranty Quality Data Service further warrants that the "Software" shall meet or exceed the Customers operating requirements and data volume based on the current Customer's volume with room for expansion for normal Customer growth and current "Software" requirements listed in Appendix 3.
4. Notwithstanding Section IX Warranty further guarantees that the "Software" is Y2000 compliant and upon installation the applications "Software" shall comply with the legal requirements of the State of Rhode Island, and shall meet or exceed the requirements of the Customer, except where modified or abridged by this agreement.
5. The Customer agrees that the "Software" herein provided is to be used only by the Customer and not sold or otherwise transferred in whole or in part to any other Customer, entity, or person.
6. Annual "Software" application license and support fees agreement shall begin 30 days after the first successful billing cycle and shall be available to the Customer as long as Quality Data Service's system remains installed.
7. The annual "Software" Support Agreement provides the following:
  - a) Unlimited telephone technical assistance during the Customer's normal business hours to resolve problems related to the applications "Software" provided under this agreement
  - b) Standard upgrades of the applications "Software"
  - c) Technical assistance and programming to provide compatibility between the applications "Software", and upgrades of the operating system if necessary
  - d) Corrections of any and all errors found in the "Software" by the Customer or Quality Data Service.
8. Revisions necessitated by Federal or State Legislative or regulatory action that require programming changes will be reviewed to determine any additional one-time charges.
9. Quality Data Service shall provide to the Customer one (1) complete set of printed user documentation manuals per customer specific to the versions of the applications "Software" installed as well as one (1) Microsoft Word document and one (1) PDF copy on storage media. Subsequent applications "Software" revisions shall be accompanied by updated Documentation. Additional copies of Documentation manuals will be billed at \$50.00/ea.



10. Quality Data Service shall provide training in the application "Software" to personnel identified by the Customer upon and at the time or times to be mutually agreed upon. Said training shall take place at the Customer or another mutually agreed upon location. Quality Data Service shall provide the total days of training for the "Software" as enumerated in Appendix 1.
11. Quality Data Service shall place in escrow with its attorney a copy of the source code pertaining to all "Software" applications installed on the system delivered to the Customer. Quality Data Service shall instruct its attorney in writing that said source code shall be released to the Customer in the event that Quality Data Service is dissolved, files bankruptcy, or is subject to an involuntary bankruptcy proceeding, or is sold. Copy of such instruction shall be provided to the Customer.
12. In the event the Contract is terminated by the Customer due to gross negligence, as determined by a court of competent jurisdiction, Quality Data Service shall instruct its attorney in writing that said source code shall be released to the Customer. In the event such a determination is made, Quality Data Service shall be responsible to the Customer for its reasonable legal fees and costs. Copy of such instruction shall be provided to the Customer.
13. In the event that Quality Data Service is required to fix programs or databases that are corrupted due to hardware or networking malfunctions, as reasonably determined by the Customer, and that hardware or network is *not* under QDS, Inc. maintenance contracts, the time necessary to fix these programs or databases will be billed at Quality Data Service current hourly published rates, portal to portal.

**APPENDIX 1 – Cost Detail**

Application Software	License Fee	Annual Customer Support Costs	Project Mgmt. Days	Project Mgmt. Costs	Training Days	Training Costs
QDS5 Assessor System						
QDS5 Visions CAMA Bridge						
QDS5 Tax Collection System						
QDS5 Utility Billing Interface System						
QDS3 Financial Bridge System						
<b>Total Application Software Fees:</b>	<b>\$59,850</b>	<b>\$12,050*</b>	<b>2</b>	<b>\$1,700</b>	<b>10</b>	<b>\$8,500</b>
<b>Bld Total</b>	<b>\$59,850</b>	<b>\$12,050</b>	<b>2</b>	<b>\$1,700</b>	<b>10</b>	<b>\$8,500</b>

\*Customer Support costs commence the beginning of the next fiscal year after software installation for both Town and Districts at 80% of 2018-2019 OPAL Costs.

**Project Management Includes:**

These services will include the following:

- A. Develop and review an implementation plan for the products and services outlined above with the customer.
- B. QDS will provide a project coordinator for the system implementation, custom programming, and other QDS resources.

**Conversion Services - Estimated**

Data Conversion - Estimated	Days	Costs
Data Conversion		\$10,000
<b>Total:</b>		<b>\$10,000</b>

**Installation Services**

Installation	Days	Costs
Application Software		
<b>Total:</b>		<b>Included</b>

QDS will install application software on server and train East Providence staff to install software on desktops. East Providence staff will install software on desktops.

**Hardware & Operating System/Database Software**

Description	Product ID	Unit Price	QTY	Total
Epson TMU375 Validation Printers	TMU675	\$795	0	\$0
MS7120 Orbital Scanners	MS7120	\$450	0	\$0
Microsoft SQL Server (Server)		\$795	0	\$0
Microsoft SQL Server Client Access Lic. (Desktop)		\$179	0	\$0
Discount				(\$0)
<b>Total:</b>				<b>\$0</b>

Maintenance is included in QDS Annual Customer Support Fee for the Epson Validator Printers at \$225/Year for each printer.

**APPENDIX 2 – Cost Summary & Payment Schedule**

1.	<b>Quality Data Service Software License with Support and License</b>	<b>\$59,850</b>
	85% due at Contract Execution	\$50,873
	Balance Due 30 days after "Go-Live"	\$8,977
	- or -	
	Includes QDS Assessor System, Collection System, Financial System Interface, CAMA Bridge Module, QSearch Tax Payer Inquiry, QDS Personal Property CAMA, Internet Declarations, QDS5 Utility Billing and Collection Interface, Training, Project Management, Installation and data file conversion. It does not include Operating System, Microsoft SQL Server Data Base System or QDS Printing Services.	
2.	<b>Hardware and Operating System/Database Software</b>	<b>\$0</b>
	100% due upon delivery	
3.	<b>Installation Services</b>	<b>\$0</b>
	100% due upon Delivery –	
	QDS will train East Providence staff to install desktops, East Providence staff will install desktops	
4.	<b>Application Training</b>	<b>\$8,500</b>
	Due monthly as incurred	
5.	<b>Project Management</b>	<b>\$1,700</b>
	Due monthly as incurred	
6.	<b>Travel and Living Expenses (Estimated)</b>	<b>\$84/per trip</b>
	Due monthly as incurred after initial implementation	
7.	<b>Conversion</b>	<b>\$10,000</b>
	Due monthly as incurred	
	<b>TOTAL Due:</b>	<b>\$80,500</b>
8.	<b>Annual Customer Support (Free until beginning of next fiscal year)</b>	<b>\$12,050</b>
	<b>Web Hosted</b>	
9.	<b>QDS QSearch will be \$0 the first Year</b>	<b>\$2,000</b>
	Free until beginning of next fiscal year	
10.	<b>Web Hosted QDS Personal Property CAMA with Internet Declarations</b>	<b>\$2,200</b>
	Free until beginning of next fiscal year	
	<b>Grand Total</b>	<b>\$80,500</b>



*Investment Summary*  
For

**City of East Providence, Rhode Island**  
**Assessment/Revenue Collection System Proposal**

Prepared by Jeff Johnson July 1, 2020

<b>Application License Fees</b>			<b>\$59,850</b>
<b>Training Fees</b>			<b>\$8,500</b>
<b>Installation Services</b>			<b>\$0</b>
<b>Hardware &amp; Database Software</b>			<b>\$0</b>
<b>Project Management</b>			<b>\$1,700</b>
<b>Conversion and Customization Services</b>			<b>\$10,000</b>
<b>Total Assessment &amp; Collection Proposal</b>			<b>\$80,050</b>
<b>Annual Support (Free until beginning of next fiscal year)</b>			<b>\$12,050</b>

**Price includes 1 year of Internet Qsearch and Personal Property CAMA**  
QDS costs do not include Hardware, Microsoft Operating System, Database Software or QDS Printing Services.



**Five Year Cost of Ownership with Options  
For**

**City of East Providence, Rhode Island**

**Assessment/Revenue Collection System Proposal**

Prepared by Jeff Johnson July 1, 2020

<b>3 Year Plan</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost</b>
<b>Software price section</b>						
QDS5 Software	\$20,737	\$20,737	\$20,737	\$0	\$0	\$62,212
Support	\$8,174	\$8,174	\$8,174	\$12,908	\$13,360	\$50,790
Web Hosted & SAAS Products	\$5,562	\$5,562	\$5,562	\$4,499	\$5,765	\$26,951
Personal Property CAMA & Qsearch						
<b>Total</b>	<b>\$34,474</b>	<b>\$34,474</b>	<b>\$34,474</b>	<b>\$17,407</b>	<b>\$19,125</b>	<b>\$139,954</b>

**Annualized Cost per Year Based on 5 Years** **\$27,991**

<b>4 Year Plan</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost</b>
<b>Software price section</b>						
QDS5 Software	\$15,854	\$15,854	\$15,854	\$15,854	\$0	\$63,416
Support	\$9,358	\$9,358	\$9,358	\$9,358	\$13,360	\$50,790
Web Hosted & SAAS Products	\$7,921	\$7,921	\$7,921	\$7,921	\$5,765	\$37,449
Personal Property CAMA & Qsearch						
<b>Total</b>	<b>\$33,132</b>	<b>\$33,132</b>	<b>\$0</b>	<b>\$33,132</b>	<b>\$19,125</b>	<b>\$151,655</b>

**Annualized Cost per Year Based on 5 Years** **\$30,331**

<b>5 Year Plan</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost</b>
<b>Software price section</b>						
QDS5 Software	\$12,927	\$12,927	\$12,927	\$12,927	\$12,927	\$64,634
Support	\$10,158	\$10,158	\$10,158	\$10,158	\$10,158	\$50,790
Web Hosted & SAAS Products	\$10,284	\$10,284	\$10,284	\$10,284	\$10,284	\$51,422
Personal Property CAMA & Qsearch						
<b>Total</b>	<b>\$33,369</b>	<b>\$33,369</b>	<b>\$33,369</b>	<b>\$33,369</b>	<b>\$33,369</b>	<b>\$166,847</b>

**Annualized Cost per Year Based on 5 Years** **\$33,369**

### APPENDIX 3 – Platforms, Hardware/Software Supported & Required

#### WORKSTATION

Option	Minimum	Recommended	Current Market Standard
Processor	Intel® Celeron® Dual Core Processor 1400 (2.0GHz, 512K, 800MHz FSB)	Intel® Pentium® Dual Core Processor E2200 (2.20GHz, 1M, 800MHz FSB)	Current Intel Processor
Memory	4MB	4GB	4/8GB (8gb for vista or Windows 7 32/64 Bit)
Disk	80.0GB	At least 80GB	160 GB
Video	16MB	128MB	256MB
CDROM	40x	40x (one RW)	48x CD RW/DVD Combo
NetCard	1000mb Ethernet	1000/10000 NIC	1000/10000 NIC
Monitor	15"	17"	19-22" Flat Panel
UPS	BK300 UPS	BK300 UPS	BK300 UPS
Sound	Optional	Optional	Optional
Software	Win 2007 or Higher	Win 2007 or Higher	Win 2007 or Higher
	Virus Scan Software	Virus Scan Software	Virus Scan Software

#### SERVER

Option	Minimum	Recommended	Current Market Standard
Processor	Pentium 4 2.0GHz CPU or higher	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	Q2 x Quad Core Intel® Xeon® E5430, 2x6MB Cache, 2.66GHz, 1333MHz or higher
Memory	8GB	12GB or more	12GB DDR SDRAM
Disk (1)	6.GB	146 GB* (SCSI) @ 15K RPM Raid 1 or higher *Will Depend on size of Municipality database	290GB (SCSI) at 15KRPM, Raid 5 or better or higher *Will Depend on size of Municipality database
Backup	Size of Database	LTO1 – 100gb tape	LTO2 -400gb (compressed)
UPS	UPS	UPS (30 MIN)	UPS with Software
CD/DVD ROM	20x or higher	24x IDE CD/DVD ROM	24x IDE CD/DVD ROM
NetCard	100mb	1000/10000mb	1000/10000mb
Sound	Optional	Optional	
Monitor	15"	17"	17"
Software	Win2007 or better	Windows 2008 Server or higher	Windows 2008 Server
	SQL Server 2005	SQL Server 2005 or higher	SQL Server 2005
	Backup Exec	Backup Exec	Backup Exec
	Virus Scan Software	Virus Scan Software	Virus Scan Software
	VPN	VPN	VPN

(1) Disk space refers to our Database and software needs as well as the current operating system space requirements; additional space may be required for other applications running on the same server.

## APPENDIX 4 – Additional Information

The following assumptions, terms and conditions apply to our proposal:

- 1) Users are required to have familiarity with Microsoft Windows prior to training on the Quality Data Service Application software. Training can be performed at your location, at our offices, or a combination of both. Training is proposed as a “Train the Trainer” approach, which will provide internal expertise to a core staff. Training can be performed in small group sessions of 4 to 6 people or in a classroom style of up to 20 people, all training is “hands on”. Additional training, if needed, can be contracted at our current hourly rate.
- 2) Project Management is on-site coordination of the implementation effort and tasks and is essential for a successful implementation.
- 3) Training, Project Management and installation fees do not include reasonable travel and living expenses, which along with Training, Project Management and Installation fees are billed as incurred. Reasonable travel and living expenses would include mileage, lodging and meals.
- 4) Installation includes the set up of all QDS Systems licensed programs on the server and workstations. QDS will install up to 6 workstations per day. This proposal is based on the idea that QDS will perform the initial installations assisted by your core staff of personnel. During this initial installation, the staff will become expert at performing the installations and will not need further assistance from QDS. The goal is to build in-house expertise within your installation.
- 5) Current Hourly Rates

	Hourly	Daily
Installation	\$125.00	\$1,000
Application Software Training	\$125.00	\$1,000
Project Management	\$125.00	\$1,000
Data Conversion	\$175.00	\$1,400
Custom Programming	\$175.00	\$1,400





**Quality Data Service, Inc.**  
**Taxpayer Inquiry Web Hosting Services Agreement**

This Agreement for the Taxpayer Inquiry Web Hosted Services and is subject to the limitations and conditions set forth in this Agreement.

**QUALITY DATA SERVICE, INC.**, a Connecticut Corporation, with its principal place of business at: 121 Mattatuck Heights Rd, Waterbury, CT 06705;

And  
The City of East Providence, Rhode Island  
(Customer),  
With its principal place of business at  
145 Taunton Avenue  
East Providence, RI 02914

QUALITY DATA SERVICE, INC. and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. QUALITY DATA SERVICE, INC. will furnish to the Customer by this Agreement:


1. The QUALITY DATA SERVICE, INC. Web Hosted Taxpayer Inquiry Service on an annual basis. This agreement will begin \_\_\_\_\_.
2. Allow the Customer to use the service on an unlimited basis and upgrade to the version of the service that allows for the collection of tax payments through our QDS Preferred Vendors using the standard file format interface.
3. Provide the Customer with the automated data collection module to provide for the download of all necessary data to provide the service as noted above.
4. Work with the Customers IT Staff to provide them with the necessary links to allow access to the QDS Web Hosted system.
5. The initial one-time setup fee is \$100 (Waived). The annual rate will be \$1,000 after 7/1/2021. The Customer must provide 60 days' notice in writing prior to cancelling this service. QDS reserves the right to increase the cost for this service. This will only be done on at the beginning of a fiscal year.
6. This agreement does not include Secure Payment Processor Fees.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

**CUSTOMER – City of East Providence, RI**

**Quality Data Service Inc.**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature  
Leonello DiNicola, CFO

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Setup Form**

Please fill out the following form and include it with your QDS Web Hosting agreement.

**Municipality:** \_\_\_\_\_

**Your Name & Title:** \_\_\_\_\_

**Your Contact info:** \_\_\_\_\_  
(Telephone #) (e-mail)

**IT Contact Info:** \_\_\_\_\_

**Web Page Contact info:** \_\_\_\_\_

<p><b>BANNER DESIGN</b></p> <p><input type="checkbox"/> QDS Designed</p> <p>Town Logo + 4 Lines are available - 4 Lines Character Length 25 Initial Setup / \$25 for each change</p> <p>Leave "As Is" - No Charge</p>	<p><input type="checkbox"/> Town Designed</p> <p>GIF File Format Size - H 88/W573 Pixels - Resolution 96X96 \$100</p>
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<p><u>Do you have:</u> APPLY)</p> <p><input type="checkbox"/> Tax Bills</p>	<p>(ADDITIONAL CHARGES APPLY)</p> <p><input type="checkbox"/> Water/Sewer/Miscellaneous Bills</p>	<p>(ADDITIONAL CHARGES</p> <p><input type="checkbox"/> Parking Tickets</p>
---------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

<p><u>Tax Bill Search Criteria:</u> Criteria:</p> <p><input type="checkbox"/> Name   <input type="checkbox"/> Property Location   <input type="checkbox"/> Bill Number</p> <p><input type="checkbox"/> Unique ID   <input type="checkbox"/> Link Number   <input type="checkbox"/> ALL</p>	<p><u>Miscellaneous Bill Search Criteria:</u></p> <p><input type="checkbox"/> Unique ID</p> <p><input type="checkbox"/> Bill Number</p>	<p><u>Parking Ticket Search</u></p> <p><input type="checkbox"/> Ticket No.</p> <p><input type="checkbox"/> Registration No.</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

<p><u>Tax Bill Due Date Method?</u></p> <p>Connecticut <input type="checkbox"/> CT   Rhode Island <input type="checkbox"/> RI   Massachusetts <input type="checkbox"/> MA</p> <p><u>Interest Calculation?</u></p> <p>Monthly <input type="checkbox"/> M   Daily <input type="checkbox"/> D</p> <p><u>Disclaimer that payments will be applied to delinquent taxes first?</u></p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No   (Bill pay ONLY)</p>	<table style="width: 100%;"> <tr> <td style="text-align: center;"><u>Show</u></td> <td style="text-align: center;"><u>Allow Payments</u></td> </tr> <tr> <td><u>Suspense</u>   <input type="checkbox"/> Yes   <input type="checkbox"/> No</td> <td><input type="checkbox"/> Yes   <input type="checkbox"/> No</td> </tr> <tr> <td><u>Warrants</u>   <input type="checkbox"/> Yes   <input type="checkbox"/> No</td> <td><input type="checkbox"/> Yes   <input type="checkbox"/> No</td> </tr> <tr> <td><u>Bankruptcy</u>   <input type="checkbox"/> Yes   <input type="checkbox"/> No</td> <td><input type="checkbox"/> Yes   <input type="checkbox"/> No</td> </tr> </table>	<u>Show</u>	<u>Allow Payments</u>	<u>Suspense</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Warrants</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>Bankruptcy</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>Show</u>	<u>Allow Payments</u>								
<u>Suspense</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No								
<u>Warrants</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No								
<u>Bankruptcy</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No								

Taxpayer Contact Phone Number: \_\_\_\_\_

Taxpayer Contact Email Address: \_\_\_\_\_

Payment Processing Service? (Bill pay ONLY)

Who is your secure payment processor? \_\_\_\_\_ Name: \_\_\_\_\_    Link QSearch to Cart

\* Please Note: There will be additional annual processing costs for preparing billing files for customers that we DO NOT print the bills for.

QDS Contact Person: Jeff Johnson - Sales Manager [jjohnson@qds.biz](mailto:jjohnson@qds.biz)  
 203.755.9031 x124 (p) 860.729.4551 (cell) 203.574.4360 (f)  
 Or Leo ( [leo@qds.biz](mailto:leo@qds.biz) ) 203.755.9031 X103 (p)

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**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.** Subsection (b) of Sec. 18-269 entitled "Stop and yield intersections designated; when stops required" is amended by adding thereto the following:

Hope Street (southbound traffic) at Westwood Avenue

**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 6:00 p.m. for a hearing and  
consideration of final passage; and adopted \_\_\_\_\_

Attest:

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

Introduced by: Council President Britto



City of East Providence  
*Department of Public Works*  
145 Taunton Avenue  
East Providence, RI 02914

**TO:** Michael Marcello, City Solicitor

**FROM:** Stephen H. Coutu, Director of Public Works

**DATE:** October 14, 2020

**RE:** STOP Sign Ordinances  
City Ordinance Section 18-269  
Hope Street and Westwood Avenue

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This office was asked to review the need for a STOP sign at the above-noted intersection. This location is a 3-way T intersection with no STOP signs at any of the approaches. Vehicles should come to a stop on Hope Street before turning onto Westwood. Given this, the following ordinance has been prepared for Council consideration.

- Hope Street (southbound traffic) at Westwood Avenue.

cc: Robin Lefebvre, Law Office  
Samantha Burnett, City Clerk  
Mark Furtado, Director of Policy and Government Relations

SHC  
(MMmemostopsignsWestwoodandHope)

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 16 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED "TAXATION"

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

**SECTION I.** Article IV entitled "Property Tax on Ratable Real Estate and Tangible Personal Property and Excise Tax on Registered Motor Vehicles and Trailers" of Chapter 16 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Taxation" is amended by adding thereto the following:

Sec. 16-55. Waiver of interest on overdue quarterly tax payments.

(a) The Director of Finance or his or her designee, acting in the capacity of tax collector for the City of East Providence, shall authorize a waiver of the interest owed on one quarter's overdue property tax payment and allow the remaining balance of taxes owed to be paid on a quarterly basis if all of the following conditions are satisfied by the resident:

- (1) The property subject to the overdue payment is the residence of the taxpayer and has been for at least five (5) consecutive years.
- (2) The request for a waiver of interest is in writing, signed and dated by the taxpayer.
- (3) The taxpayer has made timely payments of taxes to the city for the five (5) years immediately preceding the tax payment which is overdue. The burden of proof of timely payments shall be upon the taxpayer.
- (4) The bill for which the payment is overdue was issued less than two (2) years prior to the date of the request for a waiver of interest.

(b) In no event shall the waiver of interest on a tax bill exceed \$500.00. Decisions of the Finance Director, or his or her designee acting in the capacity as tax collector, shall be in writing and recorded with the city. The notice of decision shall state the method to appeal an adverse decision by the Finance Director or designee. If the taxpayer receives an adverse decision, then within ten (10) business days of the decision, the taxpayer may file a claim for reimbursement of the interest with the City Council.

(c) Any request for a waiver of taxes which meets the criteria established by this ordinance shall be granted by the city pursuant to Rhode Island General Laws § 44-5-8.1(c).

**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 6:00 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