

CONSENT CALENDAR



City of East Providence

DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTION DIVISION
CITY HALL
145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505

May 22, 2025

JOHN E. ANDERSON SR.-TR &
JOHN E. ANDERSON SR TRUST
55C NAYATT PT.
BARRINGTON, RI 02806

NOTICE OF NEW PROPERTY NUMBER

RE: 100 Boyd Avenue | Map 508 Block 01 Parcel 003.00

Your new property address for the parcel above will be:

190 AMARAL ST., RIVERSIDE, RI 02915 MAP 508 BLOCK 01 PARCEL 003.00

Every building in whole or in part in the City of East Providence shall have affixed thereto or otherwise posted on the premises, the street number which has been assigned to said building by the City. It is the responsibility of the owner to affix numerals with a minimum height of four (4) inches fronting the street side of property. These numbers must be at least 30 inches above ground level and placed so trees, shrubs or other obstructions do not block them. If possible, the numbers shall be placed alongside any existing outside lighting so the numbers will be illuminated.

A copy of this notice is being sent to the following departments, and upon receipt of same, said departments will make the necessary changes:

City Finance, Canvassing Authority, City Clerk, City Assessor, City Engineer, Water Department, Fire Department, Police Department and the United States Postal Service, 156 Taunton Avenue, Seekonk, MA 02771-9998

Very Truly Yours,

Robert Walker

Robert Walker
Building Official

RW/lm

CC: Daniel Borges, Director of Public Works

TEL (401) 435-7722

TDD (401) 431-1633



City of East Providence

DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTION DIVISION
CITY HALL
145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505

May 22, 2025

JOHN E. ANDERSON SR.-TR &
JOHN E. ANDERSON SR TRUST
55C NAYATT PT.
BARRINGTON, RI 02806

NOTICE OF NEW PROPERTY NUMBER

RE: 0 Amaral Street | Map 508 Block 01 Parcel 003.10

Your new property address for the parcel above will be:

188 AMARAL ST., RIVERSIDE, RI 02915 MAP 508 BLOCK 01 PARCEL 003.10

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BUILDING INSPECTION DIVISION
CITY HALL
145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505

JUNE 4, 2025

PAUL JR. & DAWN MARIE CAMPBELL
52 PLANET AVE.
RIVERSIDE, RI 02915

NOTICE OF NEW PROPERTY NUMBER

RE: 0 PLANET AVE. | Map 513 Block 45 Parcel 035.00

Your new property address for the parcel above will be:

50 PLANET AVE., RIVERSIDE, RI 02915 MAP 513 BLOCK 45 PARCEL 035.00

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Very Truly Yours,

Robert Walker

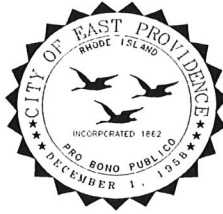
Robert Walker
Building Official

RW/lm

CC: Daniel Borges, Director of Public Works

TEL (401) 435-7722

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City of East Providence

DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTION DIVISION

CITY HALL
145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505

JUNE 3, 2025

RHODE ISLAND CUSTOM BUILDERS
1008 WEST SORE RD.
WARWICK, RI 02889

NOTICE OF NEW PROPERTY NUMBER

RE: Map 312 Block 42 Parcel 018.10

Your new property address for the parcel above will be:

27 HOLLY ST., RIVERSIDE, RI 02915 MAP 312 BLOCK 42 PARCEL 018.10

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Robert Walker
Building Official

RW/Im

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TEL (401) 435-7722

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City of East Providence

DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTION DIVISION
CITY HALL
145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505

JUNE 3, 2025

J&E HOLDINGS LLC
140 BROWN ST.
E. PROVIDENCE, RI 02914

NOTICE OF NEW PROPERTY NUMBER

RE: Map 411 Block 19 Parcel 010.10

Your new property address for the parcel above will be:

25 ARNOLD ST., RIVERSIDE, RI 02915 MAP 411 BLOCK 19 PARCEL 010.10

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Robert Walker

Robert Walker
Building Official

RW/lm

CC: Daniel Borges, Director of Public Works

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City of East Providence

DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTION DIVISION
CITY HALL
145 TAUNTON AVENUE
EAST PROVIDENCE, RHODE ISLAND 02914-4505

JUNE 3, 2025

AMALGAMATED FINANCIAL GROUP IV
1414 ATWOOD AVE.
JOHNSTON, RI 02919

NOTICE OF NEW PROPERTY NUMBER

RE: 52 NARRAGANSETT PARK DR. | Map 501 Block 03 Parcel 001.00

Your new property address for the parcel above will be:

50 NARRAGANSETT PARK DR., RUMFORD, RI 02916 MAP 501 BLOCK 03 PARCEL 001.00

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Very Truly Yours,

Robert Walker

Robert Walker
Building Official

RW/lm

CC: Daniel Borges, Director of Public Works

TEL (401) 435-7722

TDD (401) 431-1633

MEMORANDUM

TO: HONORABLE CITY COUNCIL

FROM: ASSESSOR

DATE: June 10, 2025

SUBJECT: Cancellation/ Abatements

YEAR		AMOUNT
2025		\$18,478.44
TOTAL		<u>\$18,478.44</u>

YEAR	NAME/ADDRESS	COC INFO	ACCOUNT # UNIQUE ID LIST NUMBER	GROSS OLD GROSS CHANGE GROSS NEW	EXEMPT OLD EXEMPT CHANGE EXEMPT NEW	NET OLD NET CHANGE NET NEW	TAX OLD TAX CHANGE TAX NEW	SEWER OLD SEWER CHANGE SEWER NEW	
2025	CONNOR SUSAN LYNN 81 CROWN AVE Pending RIVERSIDE, RI 02915	19049R 06/04/2025 SENIOR EXEMPTION NOT APPLIED	R-01-0015-86 309-03-017-10 13433	438,000 0 438,000	61,320 48,475 109,795	376,680 -48,475 328,205	4,923.20 -633.56 4,289.64	0.00 0.00 0.00	
2025	FOURNIER SUSAN 55 GREENWICH AVE Pending EAST PROVIDENCE, RI 02914	19050R 06/05/2025 EXEMPTION NOT APPLIED	R-01-0012-85 408-03-013-00 11076	370,600 0 370,600	0 51,884 51,884	370,600 -51,884 318,716	4,843.76 -678.12 4,165.64	0.00 0.00 0.00	
2025	FONTAINE KATHLEEN A 99 TRYON AVE Pending RUMFORD, RI 02916	19051R 06/05/2025 ASSESSMENT CORRECTION	R-06-4925-95 502-11-001-00 3337	579,000 -79,800 499,200	129,535 -11,172 118,363	449,465 -68,628 380,837	5,874.52 -896.96 4,977.56	0.00 0.00 0.00	
2025	JMDMNS INVESTMENTS LLC 5812 RIVA RIDGE DR Pending WESLEY CHAPEL, FL 33544	19052R 06/10/2025 PER SETTLEMENT AGREEMENT- YEA	R-61-1219-32 402-03-007-00 12368	731,400 -731,400 0	0 0 0	731,400 -731,400 0	15,088.80 -15,088.80 0.00	0.00 0.00 0.00	
2025	SILVA FERNANDO C & 90 MERRITT RD Pending RIVERSIDE, RI 02915	19054R 06/11/2025 INSPECTED-ASSESSMENT CORRECTI	R-19-2525-49 207-02-009-00 8029	679,300 -34,200 645,100	0 0 0	679,300 -34,200 645,100	14,013.96 -705.56 13,308.40	0.00 0.00 0.00	
2025	CROCE LINDA M 15 BENTLEY ST Pending EAST PROVIDENCE, RI 02914	19055R 06/11/2025 APPEAL GRANTED- ASSESSMENT CO	R-03-6219-40 206-29-014-00 2137	393,600 -23,600 370,000	103,579 -3,304 100,275	290,021 -20,296 269,725	3,790.56 -265.24 3,525.32	0.00 0.00 0.00	
2025	BERNARDO SHAWN M 151 S SPRUCE ST Pending EAST PROVIDENCE, RI 02914	19056R 06/11/2025 APPEAL GRANTED- ASSESSMENT COR	R-61-2357-00 307-07-008-10 15242	445,800 -18,700 427,100	62,412 -2,618 59,794	383,388 -16,082 367,306	5,010.88 -210.20 4,800.68	0.00 0.00 0.00	
Totals For - 2025 R								-970,965	-18,478.44

	Total Inc's:	0.00
	Total Dec's:	-18,478.44
TOTAL	# Of Accts 7	
	-970,965	-18,478.44
	Grand Total Inc's:	0.00
	Grand Total Dec's:	-18,478.44

COMMUNICATIONS

If you (or Anyone) has a question about
this request, please contact me BEFORE June 10, 2025
Docket Request - Communication
Name: Nancy E. Hale Thanks!

Address: 889 Bullock's Point Avenue

Phone: (401) 699-3635

Email Address: N3elizabeth@gmail.com

Council Meeting Date: June 17, 2025

Agenda Item: (limit one item for discussion, per person, per Council Meeting*)

Question regarding School Zone Speed Cameras (Questions)
Decision to renew (OR NOT) S.Z.S.C.s ^{5yr. contract hasn't expired}
What SAFTY DATA were used to decide
to implement S.Z.S.C.s?

*A person who lists more than one topic on their communication will be allowed to speak on the first one listed. (Council Rules of Procedure readopted: March 19, 2019)

APR 2 ① How many Accidents or Fatalities occurred in
these School ZONES (yearly) during 5 years
Describe point in detail or attach copies of handout for Council describing point, prior to
please try to be as specific as possible. Example: "Request for a new swing set S.Z.S.C.s?
at Pierce Field" is better than "Request for new playground equipment":

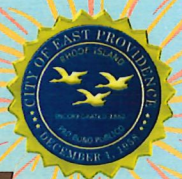
Police Dept. ② How many Hours of Police Time are
required on a weekly basis to review them?

**NOTE: Requests must be submitted to the City Clerk's Office no later than
Thursday, 4:00pm, prior to the Council Meeting date you are requesting.

RECEIVED:
JUN 05 2025 02:54 PM
CITY OF EAST PROVIDENCE City Clerk

NEW BUSINESS

MAYOR COMMUNICATIONS



2025 EAST PROVIDENCE INDEPENDENCE DAY FIREWORKS



Thursday, July 3, 2025
Rain date: Sunday, July 6, 2025

Pierce Memorial Field
201 Mercer Street

Gates open at 6 PM

Food and beverage concessions

Live concerts featuring:

El Bebesito de la Salsa

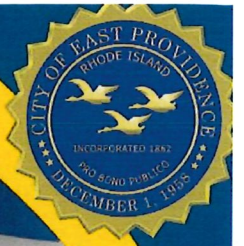
Midnight Metaphor

Brother to Brother Band

19th Nervous Breakdown

NO
PETS,
BACKPACKS,
OR COOLERS.





The Republic of Cabo Verde's 50th Year of Independence Celebration & Flag Raising



Join us for the
2025
East Providence
Celebration of Cabo Verde's
50th Year of Independence
Indoor Ceremony followed by
Outdoor Flag Raising

Wednesday, July 2nd
12 PM
East Providence City Hall
145 Taunton Ave.



Proclamation



*For the City of East Providence by His Honor
Mayor Roberto L. DaSilva
"2025 Disability Pride Month"*

WHEREAS, Disability Pride Month is celebrated nationally in the month of July, chosen to honor the enactment of the Americans with Disabilities Act (ADA) of 1990; and

WHEREAS, the disability flag colors include Red to symbolize physical disabilities, Gold to symbolize cognitive and intellectual disabilities, White to symbolize nonvisible and undiagnosed disabilities, Blue to symbolize psychiatric disabilities, and Green to symbolize sensory disabilities; and

WHEREAS, East Providence is proud to raise the disability flag in our community for the first time in partnership with our friends from the local nonprofit, RAMP (Real Access Motivates Progress); and

WHEREAS, it is important to take time this month to reflect on the disability rights movement and the progress that has been made as well as the additional progress that still needs to be done; and

WHEREAS, the City of East Providence recognizes that one of its greatest strengths is the diversity of its people; and

WHEREAS, our community believes in the dignity of all disabled individuals, supporting equity, and ensuring that acts of discrimination, hatred, violence and harassment will not be tolerated; and

WHEREAS, even in the face of adversity, disabled individuals continue to persist through the efforts of the disabled community with the support of community agencies, businesses, and individual allies; and

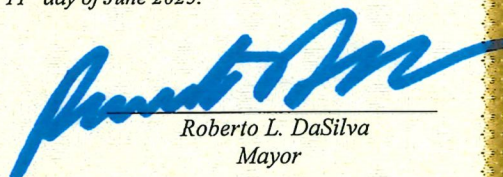
WHEREAS, the City of East Providence strives to lead in creating a community based on disability equity through its actions, laws, employees, and commissions; and

WHEREAS, the disability community invites the residents of East Providence to join them during the month of July in celebrating the persistence and achievements of the community.

THEREFORE, I, Mayor Roberto L. DaSilva, on behalf of the city of East Providence, do hereby proclaim July of 2025 as Disability Pride Month in the City of East Providence.

In recognition whereof I have hereby set my hand and caused the Seal of the City of East Providence to be hereunto affixed this 11th day of June 2025.




Roberto L. DaSilva
Mayor

Proclamation



For the City of East Providence by His Honor
Mayor Roberto L. DaSilva

"CAPE VERDEAN INDEPENDENCE DAY"

WHEREAS, Cape Verdean Independence Day is celebrated annually on July 5th after officially gaining their independence in 1975; and

WHEREAS, East Providence is home to a large Cape Verdean community that has become an important part of the City; and

WHEREAS, we will continue to support the Cape Verdean immigrants and their descendants as they embark on journeys and ventures within our City; and

WHEREAS, East Providence is home to one of the oldest Cape Verdean Progressive Centers in the nation as well as the birthplace of the Cape Verdean Museum; and

WHEREAS, Cape Verdeans have become an important fiber in the fabric of our community in roles of leadership, as mentors, and much more; and

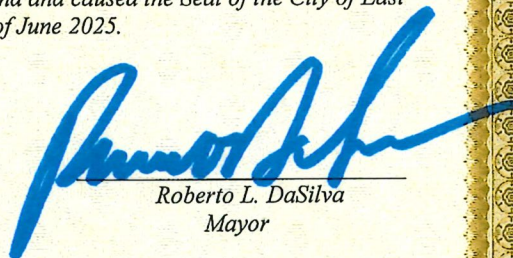
WHEREAS, we remember Cape Verdean heroes such as Amilcar Cabral who paid the ultimate price for Cape Verdeans to live peacefully and independently; and

WHEREAS, we remember these words spoken by Amilcar Cabral, "Always bear in mind that the people are not fighting for ideas, for the things in anyone's head. They are fighting to win material benefits, to live better and in peace, to see their lives go forward, to guarantee the future of their children."

THEREFORE, I, Mayor Roberto L. DaSilva, on behalf of the city of East Providence, proclaim July 5th, 2025 as the 50th Anniversary of Cape Verde Independence Day in the City of East Providence.

In recognition whereof I have hereby set my hand and caused the Seal of the City of East Providence to be hereunto affixed this 11th day of June 2025.




Roberto L. DaSilva
Mayor

Proclamation



*For the City of East Providence by His Honor
Mayor Roberto L. DaSilva
"Peruvian Independence Day"*

WHEREAS, on this day, the community comes together to honor Peru's Independence Day, celebrate the achievements and contributions of our Peruvian residents, and strengthen the bonds of friendship and understanding between all cultures and backgrounds; and

WHEREAS, East Providence recognizes the historical significance of Peruvian Independence Day, which commemorates Peru's independence from Spanish colonial rule and the birth of Peru; and

WHEREAS, on July 28, 1821, the Argentine liberator, General Jose de San Martin proclaimed the independence of Peru, which was followed by the promulgation of a Democratic Constitution in 1822; and

WHEREAS, in 1824, Simon Bolivar's forces defeated the Spanish at the Battles of Junin and Ayacucho, assuring Peruvian independence would remain; and

WHEREAS, in addition, we recognize Peruvian President Ramon Castilla who served from 1845 to 1851 and then again from 1855 until 1862, as he not only fought for independence from Peru, but also brought stability, reform and direction to the government and economy of Peru; and

WHEREAS, this day serves as an opportunity to honor the rich heritage, traditions, and contributions of the Peruvian people that reside in the City of East Providence; and

WHEREAS, we value diversity, inclusivity, and the celebration of multiculturalism, recognizing that the Peruvian community and its traditions are integral to the social fabric of our city; and

WHEREAS, the Peruvian community in Rhode Island, under the coordination of the Andean Cultural Center of Rhode Island, is happy to celebrate the 204th Anniversary of the independence of Peru with everyone including those in the City of East Providence.

THEREFORE, I, Mayor Roberto L. DaSilva, on behalf of the City of East Providence, proclaim that Sunday, July 28th, 2025 be recognized as "Peruvian Independence Day" in the City of East Providence.

In recognition whereof, I have hereby set my hand and caused the seal of the City of East Providence to be hereunto affixed this 11th day of June 2025.




Roberto L. DaSilva
Mayor

Proclamation



*For the City of East Providence by His Honor
Mayor Roberto L. DaSilva*

"Puerto Rico Constitution Day"

WHEREAS, Christopher Columbus arrived in Puerto Rico on November 19, 1493; and

WHEREAS, Puerto Rico was colonized by Spanish explorer and conquistador Juan Ponce de León and his crew in 1508; and

WHEREAS, Puerto Rico became a territory of the United States as a result of the Spanish American war; and

WHEREAS, in 1917, Puerto Ricans became citizens of the United States; and

WHEREAS, Puerto Rico Constitution Day is commemorated annually on July 25, after Gov. Luis Muñoz Marín signed the first Puerto Rican Constitution into law in 1952; and

WHEREAS, sometimes referred to as Commonwealth Day, July 25 is a legal holiday throughout the island. It is celebrated with parades, speeches, fireworks, and parties; and

WHEREAS, the archipelago has since became the Commonwealth of Puerto Rico and is an extremely important event as the United States Constitution does not apply in Puerto Rico; and

WHEREAS, Puerto Rico has participated in the defense of the United States in World War I, World War II, Korea, Vietnam, Bosnia, Lebanon, Grenada, Panama, Gulf War and Iraq; and

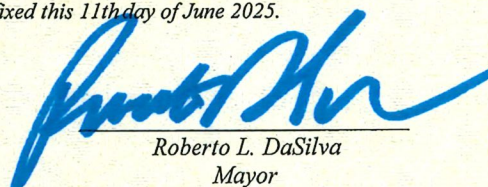
WHEREAS, the residents of the islands of Puerto Rico have contributed much to the rich history of the United States; and

WHEREAS, the Puerto Rican population in the City of East Providence gradually grows, bringing with them their unique culture and diversity.

THEREFORE, I, Mayor Roberto L. DaSilva, on behalf of the city of East Providence, do hereby proclaim Thursday, July 25th as Puerto Rico Constitution Day in the City of East Providence and urge the entire community to join in the appropriate festivities in celebrating this special day for Puerto Rican friends and neighbors.

In recognition whereof I have hereby set my hand and caused the Seal of the City of East Providence to be hereunto affixed this 11th day of June 2025.




Roberto L. DaSilva
Mayor

NEW BUSINESS

RESOLUTIONS - For discussion & possible vote

**STATE OF RHODE ISLAND
CITY OF EAST PROVIDENCE**

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH EAST BAY COMMUNITY ACTION PROGRAM
TO LEASE OFFICE SPACE AT THE SWEETLAND HOUSE**

WHEREAS, the City desires to lease office space to East Bay Community Action Program at the Sweetland House located at 610 Waterman Avenue and further identified as Map 406, Block 5, Parcel 1; and

WHEREAS, the term of the Lease is for three (3) years commencing on September 1, 2025 and ending on August 31, 2028; and

WHEREAS, East Bay Community Action Program will pay to the City on the first day of each month the amount of One Thousand Five Hundred (\$1,500.00) Dollars. This amount will be increased to Two Thousand Five Hundred (\$2,500.00) Dollars for year two (2) and year three (3) of the Lease.

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 Lease Agreement with East Bay Community Action Program to lease office space at the Sweetland House located at 610 Waterman Avenue.

This resolution shall take effect upon passage.

Adopted by the City Council:_____

Attest:

City Clerk of East Providence, Rhode Island

Introduced by: Council President Rodericks

SWEETLAND HOUSE LEASE

THIS LEASE is made this _____ day of _____, 2025 between the City of East Providence, ("Landlord") and East Bay Community Action Program, ("Tenant").

WHEREIN, it is mutually agreed as follows:

1. Leased Premises: Landlord hereby leases to Tenant upon the terms and conditions hereinafter stated offices within the property located at 610 Waterman Avenue, East Providence, Rhode Island, 02914 and further identified on the City of East Providence Assessor maps Book 406, Block 5, Parcel 1 also known as the Sweetland House First Floor.

2. Term: The Tenant shall have and hold the Leased Premises for and during a term of three (3) years, beginning on September 1, 2025 and ending August 31, 2028, both dates inclusive, unless sooner terminated or extended as provided hereunder. The landlord and tenant agree that the lease may begin earlier than September 1, 2025 if and when the lease is approved by HRSA (Health and Human Resource Services Administration) and the tenant notified the landlord of such approval. In that instance, the lease shall begin as of the date of the notification of HRSA approval and expire three years from that date. This lease can be renewed for an additional three (3) year term based on written agreement by both parties.

3. Minimum Rent: The Tenant shall pay to the Landlord monthly on the First day of each month the amount of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars. This amount will be increased to Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars for year two (2) and year three (3) of this lease.

The monthly rental payments shall be made payable to "City of East Providence" and shall be mailed or delivered to the address below unless otherwise agreed by both parties in writing:

Community Development Director City of
East Providence
145 Taunton Avenue
East Providence, Rhode Island 02914

All rental payments from the Tenant must be clearly designated for the CDBG program and treated by the City as CDBG Program Income under Title 24 Part 570.504 Subpart J.

4. Parking & Waste Disposal: The Landlord grants to the Tenant the right and use of eight (8) parking spaces, 1 of which shall be designated for handicapped within the shared parking area within the Senior Center grounds. The Landlord also grants to the Tenant space for a dumpster and medical waste container. The Tenant is responsible for the removal of all waste from the premises and must keep the dumpster and medical waste area clean and free of trash and must screen in the dumpster area.

5. Heating and Air Conditioning: Landlord shall provide heating and hot water equipment for the Leased Premises, which equipment shall be adequate for the property use and enjoyment of the same. It shall be the Landlord's responsibility for the ordinary maintenance of the aforementioned heating and hot

water equipment during the term of this Lease or any extension thereof. The Tenant needs prior written approval from the Landlord and is responsible for any air conditioning equipment it installs.

6. Utilities: It is the Tenant's responsibility to pay all hot water, heating, and electrical utility expenses. The tenant is also responsible to pay for all phone and internet lines and services associated with their use within the Leased Premises. Said utility charges shall include, but not be limited to, telephone, Wi-Fi, all cleaning charges and supplies, and any other costs or fees associated with these services for the use of their office space. The Landlord is responsible for the costs of water to the building.

7. Preparations for Occupancy: Tenant is renting the Leased Premises in its current Condition. The Landlord covenants that as of the commencement date hereunder, the premises is in good condition and that the roof is water tight. The Landlord consents that the Tenant shall use the mechanical systems, electrical, plumbing and gas as is, with no improvement required by the Landlord for the Tenant.

Landlord acknowledges that an additional entrance to the building may be necessary during construction on the property. Landlord shall be responsible for all costs associated with said entrance construction.

8. Repairs and Remodeling: Tenant shall keep the interior of the Leased Premises in good order, condition and repairs whose damage was caused by the tenant's occupancy and use, including setting of glass in windows and doors, excepting reasonable use and wear thereof and damage by fire or other casualty insured against. Landlord will make reasonable repairs not caused by Tenant's use or occupancy. The Tenant will notify the Landlord in writing two weeks prior to any work the tenant intends to have done in the Leased Premises. Tenant needs to secure Landlord's written approval prior to having any work done.

9. Alterations: The Tenant shall have the right, from time to time during the term of this Lease, to make at their sole cost and expense but only with the prior written approval of the Landlord, which shall not be unreasonably withheld, such alterations, improvements, additions and changes of a nonstructural nature to the interior of the Leased Premises as it deems appropriate in its operation thereof, subject, however, to the following:

- a) Any such alteration, improvements, addition or change shall be made in good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and offices including but not limited to the State Fire Code.
- b) The cost of any alteration, improvement, addition or change shall be paid by Tenant so that the Leased Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Leased Premises. Provided however that Tenant shall not be required to pay any such claim or demand, if and so long as (i) the validity thereof shall be contested by Tenant with diligence and in good faith by appropriate proceedings and (ii) in the event that such claim or demand results in a lien or notice of record against the Leased Premises or any part or interest therein. Tenant shall have bonded or otherwise caused such lien to be removed or discharged within 90 days of notice thereof.
- c) All alterations, additions, improvements and fixtures which may be made or installed by Tenant upon the premises and which are in any manner so attached to the floors, walls or ceilings, so as to become fixtures therein, shall be the property of the Landlord, and at the termination of this Lease shall remain upon and be surrendered with the premises as a part thereof, without

disturbance, molestation or injury. However, the Tenant shall restore the leased premises, to its original condition, at the Tenant's sole expense, unless the Landlord agrees that this is not necessary.

10. Use of Premises/Conformance with Lease: The Tenant shall use and occupy the Leased Premises to facilitate its administration, the provision of medical and behavioral health services, and with the provision of public services, of which shall benefit low to moderate income residents of East Providence. Of all those served, recipients must be East Providence residences with at least 51% being documented as low to moderate income as determined by the US Department of Housing and Urban Development (HUD). Because the use of these premises is restricted by federal Community Development Block Grant regulations, any change in the use of these premises must have prior written approval by the Landlord. The use of the Leased Premises shall include office and storage space, a waiting area, and three (3) medical exam rooms. Tenant agrees to conform to all laws, regulations, ordinances, and rules of the federal, state and city government affecting the Leased Premises or the Tenant's use thereof.

a) Permitted Use. Tenant shall use the Premises only for the purpose of providing services to clients in the normal course of their business. The entity approved by Landlord is East Bay Community Action Program. Premises shall be used for no other purpose without the consent of Landlord, which consent may be withheld in Landlord's sole discretion.

b) Restrictions on Use. In connection with its use of the Premises, Tenant shall: Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to take any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

c) Satisfy state and local licensing and certification requirements needed to operate a business office within the Premises.

d) Not use or allow the Premises to be used for any improper, immoral or unlawful purpose nor commit or allow any nuisance, damage or waste in or about the Premises.

e) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

f) Refrain from any use that would be reasonably offensive to other users of the Building or that would tend to create a nuisance or damage the reputation of the Building.

11. Building Rules and Regulations: Tenant will conform to all reasonable rules and regulations now or hereafter established by the Landlord, which shall be enacted for the general comfort, convenience and safety of the tenant, and for the reputation of the building. Any such rules hereinafter established when adopted shall not interfere with the Tenant's use of the Premises.

12. Tenant's Insurance, Liability, and Fire: The Tenant shall maintain with respect to the Leased Premises and the property, of which the Leased Premises are a part, combined single limit liability insurance in the amount of One Million and 00/100 (\$1,000,000.00) Dollars, with a responsible Company qualified to do business in Rhode Island that are in good standing therein insuring Landlord as well as

Tenant against injury to persons or damage to property as provided. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.

13. Damage by Fire, Etc.: In case the Leased Premises shall be damaged or destroyed by fire or other casualty not caused by the Tenant so that the same shall be thereby rendered unfit for use and occupation, then and in each such case, the rent hereby reserved or a just proportionate part thereof, according to the extent of the damages sustained, shall be abated until the premises shall have been duly repaired or restored by the Landlord, provided, however, that if the Landlord shall not, within 30 days from the date of such casualty, commence to diligently repair the building, then Tenant may at its option effectuate such repairs and in the event the cost of such repairs exceeds the sum net total of any recovery from any insurance coverage, the Tenant shall receive a credit against the rent for the Leased Premises in an amount equal to such excess, or Tenant may declare the lease terminated. All contents in the Leased Premises of the Tenant or those claiming, by, through, or under the Tenant shall be in the Leased Premises at their sole risk; Landlord having no liability for any damage to same. If the Tenant has caused the building to be damaged or destroyed by fire or other casualty, it is the Tenant's sole responsibility to have the building restored to its former condition.

14. Eminent Domain: (a) If the whole of the building in which the Leased Premises are located shall be taken for any public or any quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the building shall be so taken as to render the remainder untenable or so as to render the Leased Premises untenable, then the Tenant shall have the right to terminate this Lease on 30 days notice to the Landlord given within 30 days after the date of such taking.

- a) If any part of the building shall be so taken and this Lease shall not terminate under the provisions of the preceding paragraph, then the rental provided herein shall be equitably apportioned according to the space so taken, and Landlord shall, at its own expense, restore the building to the extent necessary to constitute the Leased Premises as a complete functioning architectural unit.
- b) In the event of total or partial taking, each of the parties hereto insofar as the same may be permitted by law shall have the right to recover from the taking authority its separate damages.

15. Assigning and Subletting: The Tenant shall not underlet the whole or any part of the Leased Premises.

16. Signs: Tenant may place signs pertaining to its operation within the Leased Premises, and on, over and upon the building provided the same are allowable under the applicable laws and/or regulations of the City of East Providence. Said signs are to comply with the zoning requirements of the City and not infringe on other tenants' rights for signage. All signage needs to be approved in writing by the Landlord prior to being put in place.

17. Landlord's Right of Entry: Landlord or its duly authorized agents may at all reasonable times after 48-hour notice to Tenant enter to view the Leased Premises and to make repairs therein and thereto or to fixtures, equipment or apparatus in the Leased Premises; to perform any service required of Landlord to be performed therein, and within three months prior to the expiration of the term of this Lease, to show the Leased Premises to prospective Tenants.

18. Quiet Enjoyment: The Tenant, paying the rent and performing the covenants and agreements on the part of the Tenant herein contained, shall peacefully hold and enjoy the Leased Premises during the term without any lawful let or hindrance by the Landlord, or any person claiming by, through or under it.

19. Default and Bankruptcy: This Lease is made upon the express condition that: (i) if default shall be made in the payment of the rent, or additional rent, or any part thereof, or of other sums of money for charges of Landlord made under the provisions of this Lease, at the times and places herein fixed for the payment thereof, and if such default shall continue for a period of 15 days, or (ii) if default shall be made in any other of the covenants herein contained on the part of the Tenant to be kept and performed and if such default shall continue for a period of 15 days after written notice to Tenant and Tenant shall not commence to cure such default within such period, or (iii) if there shall be filed against the Tenant, by one of its creditors, in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant makes an assignment for the benefit of creditor(s) or (iv) if the Leased Premises shall be vacated, or (v) if the Tenant ceases to operate its business continuously meaning that if the Tenant is not open for business for a period of thirty (30) consecutive days, for any reason without the consent of Landlord, then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, it shall be lawful for Landlord thereupon or any time thereafter, while such default, desertion, or vacancy shall continue or to be in effect, to terminate this Lease and all of Tenant's interest hereunder by giving written notice to Tenant of such termination and of the effective date thereof (and, such notice having been given, this Lease shall cease and expire on the date named therein), without prejudice, however to the Landlord's claim for rent or other claims for breach of covenant hereunder, and thereupon Landlord may immediately reenter and take possession of the Leased Premises. If the bankruptcy or insolvency is of an involuntary nature the Lessee shall have 45 days to cure from the filing of said petition.

20. Lien on Tenant's Improvements and personal property: the Landlord shall have a first lien paramount to all others on every right and interest of the Tenant in and to this lease, and any improvement to or hereafter placed on the leased property, and on any furnishings, equipment, fixtures, or other personal property of any kind belonging to the Tenant, or the equity of the Tenant therein, on the leased property. Such lien is granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties, and damages herein covenanted to be paid by the Tenant, and for the purpose of securing the performance of all of the Tenant's obligations under this lease. Such lien shall be in addition to all rights of the Landlord given under the statutes of the State of Rhode Island, which are now or shall hereinafter be in effect. The Landlord agrees to subordinate the aforementioned lien in the event the Tenant secures institutional financing with respect to the remodeling of the Leased Premises.

21. Notice: Whenever it becomes necessary or advisable to give any notice hereunder to the Tenant, such notice shall be given in writing by certified mail, return receipt requested and regular mail, address to:

Tenant: East Bay Community Action Program
Attention: Rilwan K. Feyisitan, Jr.
100 Bullocks Point Avenue East
Providence, RI 02915

and any notice necessary or advisable to be given to the Landlord shall be given in writing by registered mail addressed to:

Landlord: City of East Providence
Attention: Community Development
145 Taunton Avenue
East Providence, RI 02914

provided that either the Landlord or the Tenant or the successor in title of either may from time to time appoint a new address by notice in writing given to the other or the successor of either in manner aforesaid.

22. Holding Over: The Tenant will have no right to remain in possession of all or any part of the Leased Premises after the expiration or sooner termination of this Lease. If Tenant remains in possession of all or any part of the Leased Premises after such date, (i) such tenancy will be deemed to be tenancy at will; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (iii) such tenancy may be terminated by Landlord upon the earliest date permitted by law.

23. Subordination: This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the leased property. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee provided however, that any subordination of the Lease is subject to the condition that the mortgage of any such mortgagee shall enter into an agreement with the Tenant that notwithstanding any default in the mortgage or any foreclosure thereof, the Tenant shall remain in quiet and peaceful possession of the premises through the terms hereof so long as Tenant shall not be in default hereunder and attorns to the mortgagee or person holding title following foreclosure of the mortgage.

24. Liability, After Sale or Transfer: As used herein, Landlord shall mean the owner from time to time of the building of which the Leased Premises form a part. If the building of which the Leased Premises is a part is sold or transferred, Landlord shall thereupon be relieved of all obligations under this Lease and any liability for the nonperformance or breach thereof. It is the understanding by and between the Landlord and the Tenant that this Lease will remain in full force and effect in the event the Landlord conveys his interest of the property.

25. Estoppel Certificates: At any time and from time to time but within 10 days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a certificate certifying (i) that this Lease is unmodified and in full force and effect or, if there have been modification, that this Lease is in full force and effect, as modified, and stating the date and nature of each modifications, (ii) the date, if any, to which rent and other sums payable under this Lease have been paid, (iii) that no notice has been received by Landlord of any default which has not been cured, except as to defaults specified in the certificate and (iv) such other matters as may be reasonable requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed or trust of the Leased Premises. Likewise, Landlord agrees to provide such certificate to Tenant upon Tenant's request as above herein provided.

26. Severability: This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Rhode Island. If any clause herein contained shall be declared void and in violation

of any law or statute or decision, the same shall be deemed stricken, the remainder of the Lease to be in full force and effect.

27. No Waiver: The failure of the Landlord or the Tenant to insist in any one or more instances upon the performance of the covenants or terms of this Lease shall not be construed as a waiver of relinquishment in the future of said covenants or terms, but the same shall continue and remain in full force and effect.

28. Marginal Headings: The marginal headings of paragraphs and subparagraphs herein are interested merely for convenience, are not a part of this agreement, and shall not be construed to add to modify or limit the paragraphs and subparagraphs which they describe.

29. Successors and Assigns: The covenants and agreements herein contained shall apply to and be binding upon and inure to the benefit of the respective successors and assigns of the Landlord and the Tenant.

30. Extermination: It shall be the Tenant's Landlord's responsibility to have periodic rodent, roach, and/or other bug inspections by a qualified company in the leased premises as necessary.

31. Snow Removal and Exterior Land and Property Maintenance: The cost and responsibility of snow removal, maintenance of landscaping and exterior of building shall be that of the Landlord which will provide the snow removal and other maintenance items within a reasonable timeframe.

32. Indemnification and Liability: The Tenant shall save and hold the Landlord harmless from any loss and damage occasioned by the use or escape of water or by the bursting of pipes at the Leased Premises caused by the negligence of the Tenant and any other damages caused by the negligence of the Tenant.

33. Cancellation: It is hereby understood by and between the Landlord and the Tenant that the Tenant has the option to cancel this lease if the level of federal/state funding for services provided on this lease falls below a minimum threshold with at least ten (10) days written notice to the Landlord.

WHEREOF, the parties hereto have executed this Lease in multiple copies, each to be considered an original hereof, the day and date first written above.

Tenant

Landlord

**STATE OF RHODE ISLAND
CITY OF EAST PROVIDENCE**

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE JAMES L. MAHER CENTER
TO LEASE OFFICE SPACE AT THE SENIOR CENTER**

WHEREAS, the City desires to lease office space to the James L. Maher Center at the Senior Center located at 610 Waterman Avenue and further identified as Map 406, Block 5, Parcel 1; and

WHEREAS, the term of the Lease is for three (3) years commencing on July 1, 2025 and ending on June 30, 2028; and

WHEREAS, the James L. Maher Center will pay to the City on the first day of each month the amount of One Thousand Five Hundred (\$1,500.00) Dollars during the first year of the agreement. This amount will be increased to One Thousand Five Hundred Forty-five (\$1,545.00) Dollars per month for year two (2) and One Thousand Five Hundred Ninety-one (\$1591.00) Dollars per month for year three (3) of the Lease.

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 Lease Agreement with the James L. Maher Center to lease office space at the Senior Center located at 610 Waterman Avenue.

This resolution shall take effect upon passage.

Adopted by the City Council: _____

Attest:

City Clerk of East Providence, Rhode Island

Introduced by: Council Vice President Rego

**CITY OF EAST PROVIDENCE
AND JAMES L. MAHER CENTER
SENIOR CENTER OFFICE SPACE LEASE**

THIS LEASE is made this _____ day of June 2025 between the City of East Providence, Rhode Island ("Landlord") and the James L. Maher Center ("Tenant").

WHEREIN, it is mutually agreed as follows:

1. Leased Premises: Landlord hereby leases to Tenant upon the terms and conditions hereinafter stated offices within the property located at 610 Waterman Avenue, East Providence, Rhode Island, 02419 and further identified on the City of East Providence Assessor Map 406, Block 5, Parcel 1, also known as the East Providence Senior Center. The leased premises shall include the following described spaces as located in the health care wing of the senior center: one office, the common conference and training area, and a shared office as designated in the attached schematic.

2. Term: The Tenant shall have and hold the Leased Premises for and during a term of three (3) years, beginning on July 1, 2025 and ending June 30, 2028, both dates inclusive, unless sooner terminated or extended as provided hereunder. This lease can be renewed for an additional three (3) year term based on written agreement by both parties.

3. Minimum Rent: The Tenant shall pay to the Landlord monthly on the 1st day of each month the amount of One Thousand Five Hundred (\$1,500.00) Dollars during the first year of this lease agreement. This monthly lease amount is subject to an annual increase of three percent (3%) as follows:

- Year 1: \$1,500 per month
- Year 2: \$1,545 per month
- Year 3: \$1,591 per month

The monthly rental payments shall be made payable to "City of East Providence" and shall be mailed or delivered to the address below unless otherwise agreed by both parties in writing:

City of East Providence
145 Taunton Avenue
East Providence, Rhode Island 02914

4. Parking & Waste Disposal: The Landlord grants to the Tenant shared use of the facility's on-site parking spaces and dumpster. The Tenant is responsible for the removal of all waste generated from their leased area.

5. Heating and Air Conditioning: Landlord shall provide heating and hot water equipment for the Leased Premises, which equipment shall be adequate for the property use and enjoyment of the same. The Tenant needs prior written approval from the Landlord and is responsible for any air conditioning equipment it installs.

6. Utilities: The Landlord shall provide all utilities including water, sewer, heating, electrical and Wi-Fi, all cleaning charges and supplies. The Tenant shall be responsible for any separate phone service to their leased space.

7. Preparations for Occupancy: Tenant is renting the Leased Premises in its current Condition. The Landlord covenants that as of the commencement date hereunder, the premises are in good condition and that the roof is water tight. The Landlord consents that the Tenant shall use the mechanical systems, electrical, plumbing and gas as is, with no improvement required by the Landlord for the Tenant.

8. Repairs and Remodeling: Tenant shall keep the interior of the Leased Premises in good order, condition and repairs whose damage was caused by the tenant's occupancy and use, including setting of glass in windows and doors, excepting reasonable use and wear thereof and damage by fire or other casualty insured against. Landlord will make reasonable repairs not caused by Tenant's use or occupancy. The Tenant will notify the Landlord in writing two weeks prior to any work the tenant intends to have done in the Leased Premises. Tenant needs to secure Landlord's written approval prior to having any work done.

9. Alterations: The Tenant shall have the right, from time to time during the term of this Lease, to make at their sole cost and expense but only with the prior written approval of the Landlord, which shall not be unreasonably withheld, such alterations, improvements, additions and changes of a nonstructural nature to the interior of the Leased Premises as it deems appropriate in its operation thereof, subject, however, to the following:

- a) Any such alteration, improvements, addition or change shall be made in good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and offices including but not limited to the State Fire Code.
- b) The cost of any alteration, improvement, addition or change shall be paid by Tenant so that the Leased Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Leased Premises. Provided however that Tenant shall not be required to pay any such claim or demand, if and so long as (i) the validity thereof shall be contested by Tenant with diligence and in good faith by appropriate proceedings and (ii) in the event that such claim or demand results in a lien or notice of record against the Leased Premises or any part or interest therein. Tenant shall have bonded or otherwise caused such lien to be removed or discharged within 90 days of notice thereof.
- c) All alterations, additions, improvements and fixtures which may be made or installed by Tenant upon the premises and which are in any manner so attached to the floors, walls or ceilings, so as to become fixtures therein, shall be the property of the Landlord, and at the termination of this Lease shall remain upon and be surrendered with the premises as a part thereof, without disturbance, molestation or injury. However, the Tenant shall restore the leased premises, to its original condition, at the Tenant's sole expense, unless the Landlord agrees that this is not necessary.

10. Use of Premises/Conformance with Lease: The Tenant shall use and occupy the Leased Premises to facilitate its administration, the provision of medical and behavioral health services, and with the provision of public services. The use of the Leased Premises shall include office, meeting and storage space. Tenant agrees to conform to all laws, regulations, ordinances, and rules of the federal, state and city government affecting the Leased Premises or the Tenant's use thereof.

11. Building Rules and Regulations: Tenant will conform to all reasonable rules and regulations now or hereafter established by the Landlord, which shall be enacted for the general comfort, convenience and safety of the tenant, and for the reputation of the building. Any such rules hereinafter established when adopted shall not interfere with the Tenant's use of the Premises.

12. Tenant's Insurance, Liability, and Fire: The Tenant shall maintain with respect to the Leased Premises and the property, of which the Leased Premises are a part, combined single limit liability insurance in the amount of One Million and 00/100 (\$1,000,000.00) Dollars, with a responsible Company qualified to do business in Rhode Island that are in good standing therein insuring Landlord as well as Tenant against injury to persons or damage to property as provided. The Tenant shall deposit with the Landlord certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.

13. Damage by Fire, Etc.: In case the Leased Premises shall be damaged or destroyed by fire or other casualty not caused by the Tenant so that the same shall be thereby rendered unfit for use and occupation, then and in each such case, the rent hereby reserved or a just proportionate part thereof, according to the extent of the damages sustained, shall be abated until the premises shall have been duly repaired or restored by the Landlord, provided however that if the Landlord shall not, within 30 days from the date of such casualty commence to diligently repair the building, then Tenant may at its option effectuate such repairs and in the event the cost of such repairs exceeds the sum net total of any recovery from any insurance coverage, the Tenant shall receive a credit against the rent for the Leased Premises in an amount equal to such excess, or Tenant may declare the lease terminated. All contents in the Leased Premises of the Tenant or those claiming by, through, or under the Tenant shall be in the Leased Premises at their sole risk; Landlord having no liability for any damage to same. If the Tenant has caused the building to be damaged or destroyed by fire or other casualty, it is the Tenant's sole responsibility to have the building restored to its former condition.

14. Eminent Domain: (a) If the whole of the building in which the Leased Premises are located shall be taken for any public or any quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the building shall be so taken as to render the remainder untenable or so as to render the Leased Premises untenable, then the Tenant shall have the right to terminate this Lease on 30 days' notice to the Landlord given within 30 days after the date of such taking.

a) If any part of the building shall be so taken and this Lease shall not terminate under the provisions of the preceding paragraph, then the rental provided herein shall be equitably apportioned according to the space so taken, and Landlord shall, at its own expense, restore the building to the extent necessary to constitute the Leased Premises as a complete functioning architectural unit.

b) In the event of total or partial taking, each of the parties hereto insofar as the same may be permitted by law shall have the right to recover from the taking authority its separate damages.

15. Assigning and Subletting: The Tenant shall not underlet the whole or any part of the Leased Premises without in each case first securing the consent in writing of the Landlord, which such consent shall not be unreasonably withheld. The Tenant agrees however, that in the event that the Lease is assigned that it will remain liable and responsible for all terms and conditions of the Lease. The Tenant agrees that no management agreements shall be allowed.

16. Signs: Tenant may place signs pertaining to its operation within the Leased Premises, and on, over and upon the building provided the same are allowable under the applicable laws and/or regulations of the City of East Providence. Said signs are to comply with the zoning requirements of the City and not infringe on other tenants' rights for signage. All signage needs to be approved in writing by the Landlord prior to being put in place.

17. Landlord's Right of Entry: Landlord or its duly authorized agents may at all reasonable times after 48 hours' notice to Tenant enter to view the Leased Premises and to make repairs therein and thereto or to fixtures, equipment or apparatus in the Leased Premises; to perform any service required of Landlord to be performed therein, and within three months prior to the expiration of the term of this Lease, to show the Leased Premises to prospective Tenants.

18. Quiet Enjoyment: The Tenant, paying the rent and performing the covenants and agreements on the part of the Tenant herein contained, shall peacefully hold and enjoy the Leased Premises during the term without any lawful let or hindrance by the Landlord, or any person claiming by, through or under it.

19. Default and Bankruptcy: This Lease is made upon the express condition that: (i) if default shall be made in the payment of the rent, or additional rent, or any part thereof, or of other sums of money for charges of Landlord made under the provisions of this Lease, at the times and places herein fixed for the payment thereof, and if such default shall continue for a period of 15 days, or (ii) if default shall be made in any other of the covenants herein contained on the part of the Tenant to be kept and performed and if such default shall continue for a period of 15 days after written notice to Tenant and Tenant shall not commence to cure such default within such period, or (iii) if there shall be filed against the Tenant, by one of its creditors, in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant makes an assignment for the benefit of creditor(s) or (iv) if the Leased Premises shall be vacated, or (v) if the Tenant ceases to operate its business continuously meaning that if the Tenant is not open for business for a period of thirty (30) consecutive days, for any reason without the consent of Landlord, then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, it shall be lawful

for Landlord thereupon or any time thereafter, while such default, desertion, or vacancy shall continue or to be in effect, to terminate this Lease and all of Tenant's interest hereunder by giving written notice to Tenant of such termination and of the effective date thereof (and, such notice having been given, this Lease shall cease and expire on the date named therein), without prejudice, however to the Landlord's claim for rent or other claims for breach of covenant hereunder, and thereupon Landlord may immediately reenter and take possession of the Leased Premises. If the bankruptcy or insolvency is of an involuntary nature the Lessee shall have 45 days to cure from the filing of said petition.

20. Lien on Tenant's Improvements and personal property: the Landlord shall have a first lien paramount to all others on every right and interest of the Tenant in and to this lease, and any improvement to or hereafter placed on the leased property, and on any furnishings, equipment, fixtures, or other personal property of any kind belonging to the Tenant, or the equity of the Tenant therein, on the leased property. Such lien is granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties, and damages herein covenanted to be paid by the Tenant, and for the purpose of securing the performance of all of the Tenant's obligations under this lease. Such lien shall be in addition to all rights of the Landlord given under the statutes of the State of Rhode Island, which are now or shall hereinafter be in effect. The Landlord agrees to subordinate the aforementioned lien in the event the Tenant secures institutional financing with respect to the remodeling of the Leased Premises.

21. Notice: Whenever it becomes necessary or advisable to give any notice hereunder to the Tenant, such notice shall be given in writing by certified mail, return receipt requested and regular mail, address to:

Tenant: James L. Maher Center
Attention: Lynne S. Maher
906 Aquidneck Avenue
Middletown, RI 02842

and any notice necessary or advisable to be given to the Landlord shall be given in writing by registered mail addressed to:

Landlord: City of East Providence
Attention: Senior Center
145 Taunton Avenue
East Providence, RI 02914

provided that either the Landlord or the Tenant or the successor in title of either may from time to time appoint a new address by notice in writing given to the other or the successor of either in the manner aforesaid.

22. Holding Over: The Tenant will have no right to remain in possession of all or any part of the Leased Premises after the expiration or sooner termination of this Lease. If Tenant remains in possession of all or any part of the Leased Premises after such date, (i) such tenancy will be deemed to be tenancy at will; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (iii) such tenancy may be terminated by Landlord upon the earliest date permitted by law.

23. Subordination: This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the leased property. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee provided however, that any subordination of the Lease is subject to the condition that the mortgage of any such mortgagee shall enter into an agreement with the Tenant that notwithstanding any default in the mortgage or any foreclosure thereof, the Tenant shall remain in quiet and peaceful possession of the premises through the terms hereof so long as Tenant shall not be in default hereunder and attorns to the mortgagee or person holding title following foreclosure of the mortgage.

24. Liability, After Sale or Transfer: As used herein, Landlord shall mean the owner from time to time of the building of which the Leased Premises form a part. If the building of which the Leased Premises is a part is sold or transferred, Landlord shall thereupon be relieved of all obligations under this Lease and any liability for the nonperformance or breach thereof. It is the understanding by and between the Landlord and the Tenant that this Lease will remain in full force and effect in the event the Landlord conveys his interest of the property.

25. Estoppel Certificates: At any time and from time to time but within 10 days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a certificate certifying (i) that this Lease is unmodified and in full force and effect or, if there have been modification, that this Lease is in full force and effect, as modified, and stating the date and nature of each modifications, (ii) the date, if any, to which rent and other sums payable under this Lease have been paid, (iii) that no notice has been received by Landlord of any default which has not been cured, except as to defaults specified in the certificate and (iv) such other matters as may be reasonable requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed or trust of the Leased Premises. Likewise, Landlord agrees to provide such certificate to Tenant upon Tenant's request as above herein provided.

26. Severability: This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Rhode Island. If any clause herein contained shall be declared void and in violation of any law or statute or decision, the same shall be deemed stricken, the remainder of the Lease to be in full force and effect.

27. No Waiver: The failure of the Landlord or the Tenant to insist in any one or more instances upon the performance of the covenants or terms of this Lease shall not be construed as a waiver of relinquishment in the future of said covenants or terms, but the same shall continue and remain in full force and effect.

28. Marginal Headings: The marginal headings of paragraphs and subparagraphs herein are interested merely for convenience, are not a part of this agreement, and shall not be construed to add to modify or limit the paragraphs and subparagraphs which they describe.

29. Successors and Assigns: The covenants and agreements herein contained shall apply to and be binding upon and inure to the benefit of the respective successors and assigns of the Landlord and the Tenant.

30. Extermination: It shall be the Tenant's Landlord's responsibility to have periodic rodent, roach, and/or other bug inspections by a qualified company in the leased premises as necessary.

31. Snow Removal and Exterior Land and Property Maintenance: The cost and responsibility of snow removal, maintenance of landscaping and exterior of building shall be that of the Landlord which will provide the snow removal and other maintenance items within a reasonable timeframe.

32. Indemnification and Liability: The Tenant shall save and hold the Landlord harmless from any loss and damage occasioned by the use or escape of water or by the bursting of pipes at the Leased Premises caused by the negligence of the Tenant and any other damages caused by the negligence of the Tenant.

33. Options: This lease can be renewed for an additional three (3) year extension of this Lease based on written agreement by both parties.

34. Cancellation: It is hereby understood by and between the Landlord and the Tenant that the Tenant has the option to cancel this lease if the level of federal/state funding for services provided on this lease falls below a minimum threshold with at least ten (10) days written notice to the Landlord.

35. Use of the Premises:

1.1 Permitted Use. Tenant shall use the Premises only for the purpose of providing office and storage space to tenant staff as well as services to clients in the normal course of their business. The entity approved by Landlord is the James L. Maher Center. Premises shall be used for no other purpose without the consent of Landlord, which consent may be withheld in Landlord's sole discretion. The tenant acknowledges that the current office space for the City Senior Center nurse will continue to operate.

1.2 Restrictions on Use. In connection with its use of the Premises. Tenant shall:

- a. Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.
- b. Satisfy state and local licensing and certification requirements needed to operate a business office within the Premises.
- c. Not use or allow the Premises to be used for any improper, immoral or unlawful purpose nor commit or allow any nuisance, damage or waste in or about the Premises.

- d. Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.
- e. Refrain from any use that would be reasonably offensive to other users of the Building or that would tend to create a nuisance or damage the reputation of the Building.

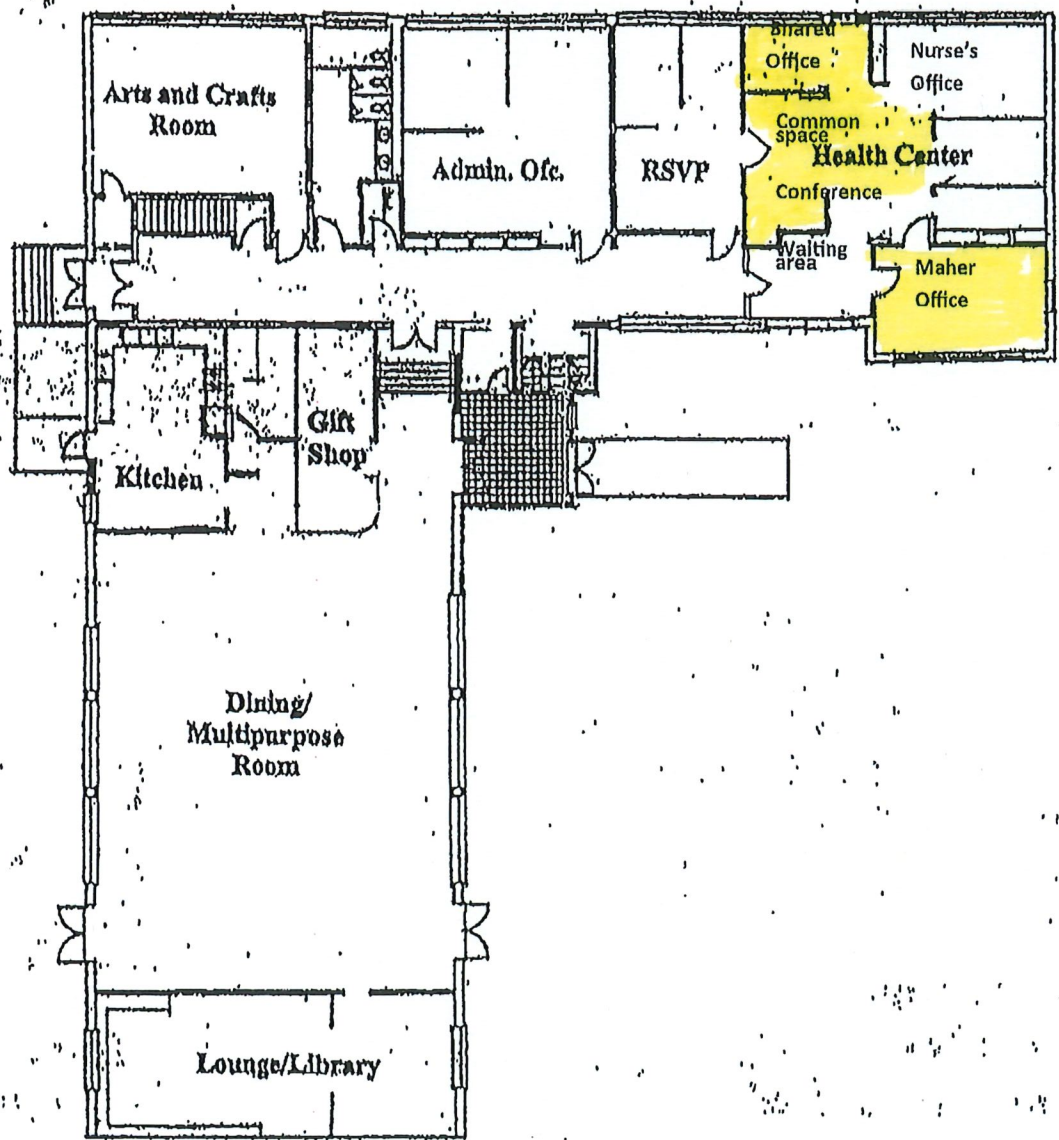
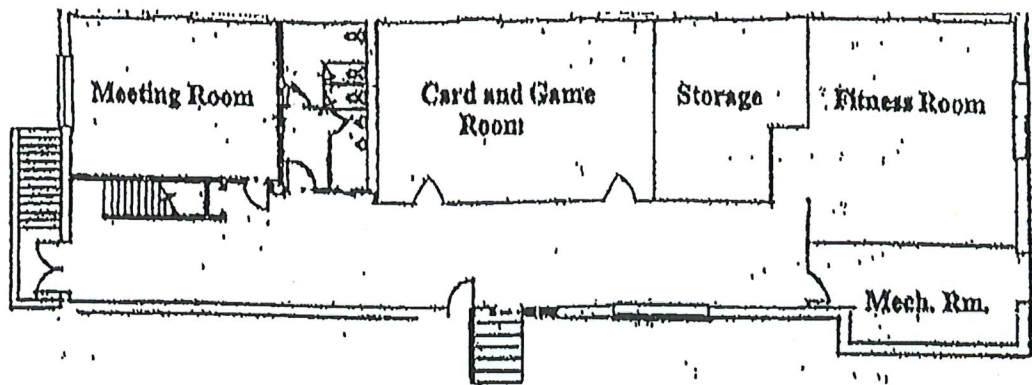
WHEREOF, the parties hereto have executed this Lease in multiple copies, each to be considered an original hereof, the day and date first written above.

James L. Mayer Center

City of East Providence

By: _____

By: _____



**STATE OF RHODE ISLAND
CITY OF EAST PROVIDENCE**

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE GRANTING OF AN
EASEMENT TO INSTALL A HANDICAP RAMP AT 888 BROADWAY**

WHEREAS, in May 2025, the Zoning Board of Review approved a dimensional variance to build and install a handicap ramp at the property located at 888 Broadway; and

WHEREAS, the Zoning Board's approval is conditioned in part upon the City Council's approval of an encroachment of the proposed handicap ramp into the City's public right-of-way; and

WHEREAS, to accomplish the installation of the handicap ramp, an easement is necessary over City-owned property as set forth in the easement description attached hereto as Exhibit A; and

WHEREAS, Rhode Island General Laws §45-2-4 empowers the City Council to grant interest in property.

NOW, THEREFORE BE IT RESOLVED,

(1) The City Council of the City of East Providence authorizes the granting of an easement to install a handicap ramp at the property located at 888 Broadway;

(2) The Mayor, by and through the office of the City Solicitor, is hereby empowered to take all necessary steps to grant and perfect an easement consistent with the easement description attached hereto as Exhibit A.

This Resolution shall take effect upon passage.

Adopted by the City Council: _____

Attest:

City Clerk of East Providence, Rhode Island

Introduced by:

Description for Easement A
AP 206, Block 21, Lot 1
888 Broadway
East Providence, Rhode Island

That certain lot or parcel of land, with all the improvements thereon situated at the intersection of Broadway and Baker street, on the east side of Broadway, and the south side of Baker street in the City of East Providence, County of Providence, Rhode Island, on that plan entitled 'Easements Plan' "888 Broadway", East Providence, Rhode Island 02914, Assessors Map 206, Block 21, Lot 1; Application: Nuvola property Management LLC, 45 Greenwood Avenue, Rumford, RI 02916; Scale: 1 inch equals 5 feet, by Insite Engineering Services, LLC; 1539 Fall River Avenue, Suite 1, Seekonk, Massachusetts 02771, bounded and described as follows:

Beginning at a point on the intersection of Broadway and Baker street, on the east side of Broadway, and the south side of Baker street, said point being the northwest corner of the parcel hereby described;
Thence: S64°23'43"E, for a distance of seventy-five and seventy-nine one-hundredths (75.79') feet; to the point of beginning.

Thence: S64°23'43"E, for a distance of eight (8.00') feet; along the northern property line of AP 206, Block 21, Lot 1;

Thence: N25°55'52"E, for a distance of one (1.00') feet; land within the public right of way of Baker street;

Thence: N64°23'43"W, for a distance of eight (8.00') feet; land within the public right of way of Baker street;

Thence: S25°55'52"W for a distance of one (1.00') feet to the point and place of beginning.

Said easement contains eighteen (18) square feet.

NEW BUSINESS

INTRODUCTION OF ORDINANCES - For discussion and possible vote

**STATE OF RHODE ISLAND
CITY OF EAST PROVIDENCE**

CHAPTER

**AN ORDINANCE ADOPTING THE
2025-2035 EAST PROVIDENCE COMPREHENSIVE PLAN**

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. The attached 2025-2035 Comprehensive Plan for the City of East Providence is hereby adopted and incorporated into the Code of Ordinances.

SECTION II. This ordinance shall take effect upon passage for the purpose of conforming municipal land use decisions. This ordinance shall not become effective for the purposes of guiding state agency actions until it is approved by the State of Rhode Island pursuant to the methods stated in Chapter 45-22.2 of the Rhode Island General Laws or pursuant to any rules and regulations adopted pursuant to said chapter.

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

Adopted: _____

Attest:

City Clerk of the City of East Providence, Rhode Island

**STATE OF RHODE ISLAND
CITY OF EAST PROVIDENCE**

CHAPTER

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

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

SECTION I. Section 18-308 entitled “Parking time limitations – 15 minutes” of Article X entitled “Stopping, Standing and Parking” of Chapter 18 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Vehicles and Traffic” is amended by adding thereto the following:

Bullocks Point Avenue (east side), from 190 feet north of Fenner Avenue northerly for 40 feet.

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

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

Attest:

City Clerk of East Providence, Rhode Island

Introduced by: Councilman Lawson

**STATE OF RHODE ISLAND
CITY OF EAST PROVIDENCE**

CHAPTER

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

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

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

Irving Avenue (northbound and southbound traffic) at Blanche Avenue
Irving Avenue (northbound and southbound traffic) at What Cheer 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 6:30 p.m. for a hearing and consideration of final passage; and adopted _____.

Attest:

City Clerk of the City of East Providence, RI

Introduced by: Council Vice President Rego