

CITY OF EAST PROVIDENCE  
**DOCKET-REGULAR COUNCIL MEETING**  
TUESDAY, APRIL 5, 2022  
CALL TO ORDER: 6:30 P.M.  
145 TAUNTON AVENUE-CITY COUNCIL CHAMBERS  
EAST PROVIDENCE, RHODE ISLAND  
EXECUTIVE SESSION: CONFERENCE ROOM A

OPEN SESSION WILL IMMEDIATELY FOLLOW EXECUTIVE SESSION

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

City Council:

Council President, Robert Britto - Ward 1  
Council Vice-President: Bob Rodericks - At Large  
Councilwoman Anna Sousa - Ward 2  
Councilman Nate Cahoon - Ward 3  
Councilman Ricardo Mourato - Ward 4

City Solicitor, Dylan B. Conley  
Deputy City Clerk, Leah Stoddard

**I. CALL TO ORDER**

Roll Call

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

**II. SALUTE TO THE FLAG**

**III. EXECUTIVE SESSION**

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

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**A. New Claims**

1. Manuel DaSilva
2. Caroline Green
3. Jonathan Hernandez
4. Michael Manton

**B. Sewer Abatements**

1. Michael Davis
2. Diane Medeiros
3. Dennis Hallam
4. Albertino Milho
5. Robert Blaydes
6. Estela Rodrigues

**C.** Review, discussion and possible vote relating to a Memorandum of Understanding between the City and IBPO Local 569 concerning Patrol K-9 and Therapy/Comfort K-9 compensation related to care and comfort.

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

Discussion, update and possible vote to authorize compromise

**IV. RECONVENE TO OPEN SESSION**

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

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

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

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

**A. COUNCIL JOURNALS**

1. Regular meeting minutes March 15, 2022
2. Workshop meeting March 22, 2022
3. Special meeting March 29, 2022
2. Executive session minutes March 15, 2022

**B. LETTERS**

1. **Notice of New Property Number**, Jeffery Paiva, 112-114 Lyon Ave (02914), Map 107, Block 8, Parcel 008.00

**C. TAX ABATEMENTS**

Year	Amount
2017	\$214.03
2018	\$59.43
2021	\$110.82
Total	\$324.28

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

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

**A. NON-PUBLIC HEARING**

**1. Application for Holiday Sales – New**

Applicant: Amelia Olson  
 Business Name: Tall Tumbleweed LLC  
 Business Address: 273-279 Bullocks Point Ave. 02915

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**B. PUBLIC HEARING – NONE**

**VIII. PROCLAMATIONS & PRESENTATIONS - NONE**

**IX. COMMUNICATIONS – NONE**

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

**X. PUBLIC COMMENT**

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

**XI. APPOINTMENTS – NONE**

**XII. COUNCIL MEMBERS**

1. Discussion for a ballot question concerning eminent domain for the November 8, 2022 election; topic, procedures and timeline – Discussion only –

**XIII. PUBLIC HEARINGS - For discussion and possible vote – NONE**

**XIV. CONTINUED BUSINESS - For discussion and public comment**

**1. Review of first passage ordinance on Redistricting**

- a. An ordinance in amendment of Chapter 2 of the revised ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Administration”

*Summary: The purpose of this Ordinance is to redraw the ward boundaries to comply with the results of the 2020 census.*

**XV. NEW BUSINESS**

**A. MAYOR COMMUNICATIONS**

1. [Appointment](#) requiring Council Confirmation

- a. Nicholas Oliver, reappointment to the East Providence Canvassing Board, term 03/02/2022-03/01/2028

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

- b. Steven Santos, appointment to the East Providence Canvassing Board, alternate, term 03/01/2022-02/28/2028

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

- c. Virginia DeFreitas, appointment to the East Providence Canvassing Board, alternate, term 03/01/2022-02/28/2028

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

2. Items for Discussion

- a. Sidewalk repair update – DPW Director Daniel Borges
- b. LED streetlight conversion update – DPW Director Daniel Borges
- c. [February](#) Capital Expenses and Finances – Finance Director Malcolm Moore
- d. Bold Point Park agreement – Planning Director William Fazioli
- e. Greek Flag raising and [proclamation](#) in celebration of Greek Independence Day – Director Napoleon Gonsalves

**B. REPORTS OF OTHER CITY OFFICIALS**

1. Report of the Assistant City Solicitor

- a. Claims Committee Report

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

1. [Resolution](#) establishing the East Providence City Council Dog Park Advisory Committee

*Sponsor: Council President Britto*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		

Britto		
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2. [Resolution](#) acknowledging East Providence as a part of Sowams, the ancestral home of the Pokanoket Tribe  
*Sponsor: Council Vice President Rodericks and Councilman Cahoon*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

3. [Resolution](#) authorizing the Mayor to execute the lease agreement between the City of East Providence and Live Nation Worldwide, Inc.  
*Sponsor: Council Vice President Rodericks*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

4. [Resolution](#) requesting the General Assembly authorize act related to the borrowing of up to 10 million dollars for a multi-purpose community recreation complex  
*Sponsor: Councilwoman Sousa*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

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

1. An [ordinance](#) in amendment of Chapter 13 of the revised ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Public Places” (amending section 13-4a entitled “Smoking at public places”)  
*Summary: Prohibits the use of electronic nicotine delivery devices, or the use of combustible cannabis in public spaces*  
*Sponsor: Councilwoman Sousa*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

2. An [ordinance](#) in amendment of Chapter 9 of the revised ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Miscellaneous Offenses” (amending section 9-13 entitled (Sale of cigarettes by vending machine prohibited)  
*Summary: Prohibits the sale of tobacco products from vending machines to conform with State law.*  
*Sponsor: Councilwoman Sousa*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

3. An [ordinance](#) in amendment of Chapter 9 of the revised ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Miscellaneous Offenses” (amending section 9-15 entitled “Purchase, sale or delivery of tobacco products to persons under 18 prohibited; notice of lase to be posted”  
*Summary: Summary: Change the age to purchase tobacco products in the form of cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, electronic cigarettes or other forms of electronic nicotine delivery devices to 21 years of age and setting penalties in violation thereof*  
*Sponsor: Councilwoman Sousa*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		

Britto		
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4. An [ordinance](#) in amendment of Chapter 8 of the revised ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled "Licenses And Business Regulations"

*Summary: Establishes and requires all State license tobacco retailers in the City of East Providence to also obtain a City issued annual tobacco license with other posted notice requirements and penalties for violations*

*Sponsor: Councilwoman Sousa*

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

**XVII. ADJOURNMENT**

Member	Aye	Nay
Cahoon		
Mourato		
Rodericks		
Sousa		
Britto		

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



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

March 28, 2022

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

Re: Mayor Communications & Docket items – April 5, 2022 Docket

Dear Council President Britto and Members of the Council,  
Please see information Mayor Communications and requests of the Administration before the Council:  
**Mayor Communications:** Dir. of Administration Napoleon Gonsalves

**1. Appointment requiring Council Confirmation**

- Request to reappoint of Nicolas Oliver (R) to Appointment No. 2. Term: 3/02/2022 – 3/1/2028)
- Request to appoint Steven Santos (R) to Appointment No. 4 (Alternate) Vacant seat. Term : 03/01/2022-2/28/2028
- Request to appoint Virginia DeFreitas (D) to Appointment No. 5 (Alternate) Vacant seat. Term: 03/01/2022-02/28/2028

**2. Appointment not requiring Council Confirmation**

- None

**3. Items for announcement/discussion**

- Sidewalk Repair Update (DPW Dir. Dan Borges)
- LED Streetlight Conversion Update (DPW Dir. Dan Borges)
- February Capital Expenses and Finances (Finance Dir. Malcolm Moore)
- Bold Point Park Agreement (Planning Dir. William Fazioli)
- Greek Flag Raising and Proclamation – in celebration of Greek Independence Day (Dir. Napoleon Gonsalves)

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

- Legal will send.

Sincerely,

Roberto L. DaSilva  
Mayor



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

March 25, 2022

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

Dear Council President Britto:

I hereby re-nominate Republican *Nicholas Oliver* to the *East Providence Canvassing Board* pursuant to **R.I. Gen. Laws § 17-8-1**. Mr. Oliver will be resuming his position as appointment number 2. This appointment is a six-year term. This appointment is nominated by the mayor and subject to approval by the City Council. If approved by the Council, Mr. Oliver's appointment would be effective immediately.

Term: 03/02/22-03/01/2028

Sincerely,

Roberto L. DaSilva  
Mayor

CC:// Leah Stoddard  
Deputy Clerk



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

March 25, 2022

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

Dear Council President Britto:

I hereby nominate Republican *Steven Santos* to the *East Providence Canvassing Board* pursuant to **R.I. Gen. Laws § 17-8-1**. Mr. Santos will be taking appointment number 4 (alternate) replacing a vacant seat. This appointment is a six-year term. This appointment is nominated by the mayor and subject to approval by the City Council. If approved by the Council, Mr. Santo's appointment would be effective immediately.

Term: 03/01/22-02/28/2028

Sincerely,

Roberto L DaSilva  
Mayor

CC:// Leah Stoddard  
Deputy Clerk





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

March 25, 2022

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

Dear Council President Britto:

I hereby nominate Democrat *Virginia DeFreitas* to the *East Providence Canvassing Board* pursuant to **R.I. Gen. Laws § 17-8-1**. Mrs. DeFreitas will be taking appointment number 5 (alternate) replacing a vacant seat. This appointment is a six-year term. This appointment is nominated by the mayor and subject to approval by the City Council. If approved by the Council, Mrs. DeFreitas's appointment would be effective immediately.

Term: 03/01/22-02/28/2028

Sincerely,

Roberto L DaSilva  
Mayor

CC:// Leah Stoddard  
Deputy Clerk

**City of East Providence, RI**  
 Encumbrance Budget \*  
 31100 - Capital Fund  
 From 11/1/2020 Through 2/28/2022  
 \* This report may be affected by Account Level Security

Account Code	Account Title	YTD Budget - Original	YTD Budget - Revised	Current Period Actual	YTD Actual	YTD Enc	Balance	Exp
100	City Council							
62101	Tree Planting Bullocks Point	25,000.00	25,000.00	1,159.00	1,159.00	7,160.00	16,681.00	66.72%
62110	Riverside Square Electrical Drop	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00	0.00%
62118	Willett Pond Improvements	125,000.00	125,000.00	34,701.17	34,701.17	10,656.09	79,642.74	63.71%
62121	Myron Francis Fencing	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00	0.00%
62123	Hunts Mills Dog Park	5,000.00	5,000.00	3,894.38	3,894.38	1,400.00	(294.38)	(5.89)%
Total 100	City Council	170,500.00	170,500.00	39,754.55	39,754.55	34,716.09	96,029.36	56.32%
155	Senior Services							
62201	Senior Center Security Cameras	17,765.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
Total 155	Senior Services	17,765.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
170	Information Technology							
62202	Computers for Water	12,000.00	12,000.00	0.00	0.00	10,366.86	1,633.14	13.61%
Total 170	Information Technology	12,000.00	12,000.00	0.00	0.00	10,366.86	1,633.14	13.61%
260	Finance							
62103	ERP Accounting System FY21	100,000.00	100,000.00	87,855.16	87,855.16	12,144.84	0.00	0.00%
Total 260	Finance	100,000.00	100,000.00	87,855.16	87,855.16	12,144.84	0.00	0.00%
270	Treasury							
62002	Tax Collection/Assesment Soft...	127,500.00	127,500.00	80,050.00	80,050.00	0.00	47,450.00	37.22%
Total 270	Treasury	127,500.00	127,500.00	80,050.00	80,050.00	0.00	47,450.00	37.22%
300	Planning							
61902	20-Year City Comprehensive Pl...	80,000.00	80,000.00	64,204.81	64,204.81	15,795.19	0.00	0.00%
61913	Riverside Sq. Remediated Prop...	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%
62019	Arts Grant	45,325.00	45,325.00	5,470.00	5,470.00	5,500.00	34,355.00	75.80%
62203	Grassy Plain Field Upgrades FY21	147,057.50	147,057.50	105,858.28	105,858.28	35,662.00	5,537.22	3.77%
Total 300	Planning	372,382.50	372,382.50	175,533.09	175,533.09	56,957.19	139,892.22	37.57%
600	Director of Public Works							
61801	Road Repair	372,822.44	372,822.44	269,182.15	269,182.15	0.00	103,640.29	27.80%

City of East Providence, RI

Encumbrance Budget \*

31100 - Capital Fund

From 11/1/2020 Through 2/28/2022

\* This report may be affected by Account Level Security

Account Code	Account Title	YTD Budget - Original	YTD Budget - Revised	Current Period Actual	YTD Actual	YTD Enc	Balance	Exp
61806	Road Repair/Maint per council	4,203,930.58	4,203,930.58	3,045,401.30	3,045,401.30	494,851.53	663,677.75	15.79%
Total 600	Director of Public Works	4,576,753.02	4,576,753.02	3,314,583.45	3,314,583.45	494,851.53	767,318.04	16.77%
610	Engineering							
61702	Booth Ave Slope Study in River...	15,155.31	15,155.31	14,747.92	14,747.92	47,341.12	(46,933.73)	(309.69)%
61704	Riverside Rec/DelleFemine Park...	123,000.00	123,000.00	0.00	0.00	0.00	123,000.00	100.00%
61903	Riverside Rec./DelleFemine Fiel...	129,700.00	129,700.00	0.00	0.00	0.00	129,700.00	100.00%
61914	South Broadway Culvert Replac...	505,000.00	505,000.00	419,500.00	419,500.00	960.00	84,540.00	16.74%
62004	Runnings River Channel Improv...	82,222.50	82,222.50	6,854.83	6,854.83	75,367.67	0.00	0.00%
62012	Taunton Ave Drainage Improve...	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	100.00%
62020	Pedestrian Signal Improvements	50,000.00	50,000.00	7,089.57	7,089.57	14,108.43	28,802.00	57.60%
62104	Forbes Street Landfill Closure M...	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
62204	Two new computers - GIS & Su...	6,000.00	6,000.00	0.00	0.00	5,183.43	816.57	13.61%
62205	City Road Improvements	750,000.00	750,000.00	0.00	0.00	0.00	750,000.00	100.00%
Total 610	Engineering	1,811,077.81	1,811,077.81	448,192.32	448,192.32	142,960.65	1,219,924.84	67.36%
630	Highway							
62021	2 Stainless Steel Sanders - nee...	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	100.00%
62026	Riverside Rec/Dellefemine Field	100,000.00	100,000.00	0.00	0.00	46,000.00	54,000.00	54.00%
62029	Skate Park	30,000.00	30,000.00	10,509.00	10,509.00	0.00	19,491.00	64.97%
62032	Park Upgrades - needs council ...	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	100.00%
62034	Sabin Point Boat Ramp	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
62119	Sidewalks	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100.00%
62122	Traffic Calming Measures	200,000.00	200,000.00	62,001.07	62,001.07	573.28	137,425.65	68.71%
62124	City Tree Truck Repairs	40,000.00	40,000.00	0.00	0.00	38,026.41	1,973.59	4.93%
62125	Kimberly Ann Rock Field Lights	0.00	129,000.00	0.00	0.00	129,000.00	0.00	0.00%
62206	(3) 3/4 Pickup trucks with plows	150,000.00	150,000.00	53.03	53.03	149,985.00	(38.03)	(0.03)%
62207	Replace mini excavator	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	100.00%
62208	Replace backhoe	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	100.00%
62224	Bob cat trailer	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00	0.00%
62225	3/4 ton utility body pickup w/pl...	80,000.00	80,000.00	49,999.00	49,999.00	0.00	30,001.00	37.50%
62226	3/4 ton pickup w/plow package	45,000.00	45,000.00	0.00	0.00	41,821.40	3,178.60	7.06%
62227	Scag turf tiger II ride on mower	15,000.00	15,000.00	14,999.00	14,999.00	0.00	1.00	0.01%
62228	Top dresser PTO	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00%
62229	Irrigation - Pierce field little lea...	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	100.00%
62230	Landscape Trailers (double)	7,000.00	7,000.00	3,500.00	3,500.00	3,500.00	0.00	0.00%

City of East Providence, RI

Encumbrance Budget \*

31100 - Capital Fund

From 11/1/2020 Through 2/28/2022

\* This report may be affected by Account Level Security

Account Code	Account Title	YTD Budget - Original	YTD Budget - Revised	Current Period Actual	YTD Actual	YTD Enc	Balance	Exp
62231	Kent Heights Park improvements	200,000.00	200,000.00	0.00	0.00	1,800.00	198,200.00	99.10%
62232	Glenlyon Park improvements	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	100.00%
62233	Replace LED lighting-Harry Mut...	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%
62234	Tree planting	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
62238	Hull Street Park Lights/Landsca...	0.00	100,157.00	0.00	0.00	92,657.00	7,500.00	7.49%
62239	KRob Skate Park Repairs/Impro...	0.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
Total 630	Highway	2,562,000.00	2,816,157.00	151,061.10	151,061.10	503,363.09	2,161,732.81	76.76%
660	Public Buildings							
61905	Sweetland-Siding, Porch, Ext. R...	7,800.42	7,800.42	0.00	0.00	0.00	7,800.42	100.00%
61916	Weaver House-Exterior Painting...	76,775.60	76,775.60	0.00	0.00	0.00	76,775.60	100.00%
61921	Electronic Access System at Cit...	80,000.00	80,000.00	63,585.27	63,585.27	14,860.73	1,554.00	1.94%
61926	Surveillance Cameras at Pierce,...	18,000.00	18,000.00	9,293.74	9,293.74	0.00	8,706.26	48.37%
62006	Weaver Library Sprinkler System	200,000.00	200,000.00	195,450.00	195,450.00	1,550.00	3,000.00	1.50%
62022	Sweetland House Repair - need...	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%
62027	Central Garage Security	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00	0.00%
62030	Collection/Clerk Security	95,591.39	95,591.39	5,483.00	5,483.00	49,335.00	40,773.39	42.65%
62106	Central Garage Sprinklers	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00%
62209	Weaver Library - replace fire al...	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
62210	DPW garage-update heating co...	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00%
62211	City Hall-new controls HVAC & ...	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
62212	City Hall-Accoustical Tile replaced	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%
62213	City Hall-install of fire proof car...	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00%
62214	DPW-five ton split system (roof...	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00%
62215	City Hall-new outside LED lighting	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
62216	(4) Car & truck charging stations	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
62217	Turner Reservoir Pump Station	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00%
Total 660	Public Buildings	1,213,167.41	1,213,167.41	273,812.01	273,812.01	95,745.73	843,609.67	69.54%
670	Central Garage							
61906	Central Garage-Life & Fire Safe...	150,000.00	150,000.00	85,071.00	85,071.00	10,594.00	54,335.00	36.22%
62218	Diagnostic program	12,000.00	12,000.00	10,290.00	10,290.00	0.00	1,710.00	14.25%
62219	Fuel MGT system	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00%
Total 670	Central Garage	237,000.00	237,000.00	95,361.00	95,361.00	10,594.00	131,045.00	55.29%
700	Police							

**City of East Providence, RI**  
 Encumbrance Budget \*  
 31100 - Capital Fund  
 From 11/1/2020 Through 2/28/2022  
 \* This report may be affected by Account Level Security

Account Code	Account Title	YTD Budget - Original	YTD Budget - Revised	Current Period Actual	YTD Actual	YTD Enc	Balance	Exp
62220	Police sub station	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	100.00%
Total 700	Police	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	100.00%
750	Fire							
61703	3 Fire Truck Lease	743,899.23	743,899.23	495,932.82	495,932.82	0.00	247,966.41	33.33%
61917	Replacement of Rescue 1	54,365.76	7,027.98	15,202.98	15,202.98	0.00	(8,175.00)	(116.32)%
61922	Replacement of Ladder 3	254,893.79	254,893.79	221,082.32	221,082.32	14,434.65	19,376.82	7.60%
62016	Lease Payment for Fire Engine	247,966.00	839,020.43	209,755.43	209,755.43	0.00	629,265.00	75.00%
62023	Replace Station 3 Floor	38,981.00	38,981.00	36,902.00	36,902.00	0.00	2,079.00	5.33%
62221	(20) Desktop computers & (20)...	33,000.00	33,000.00	0.00	0.00	27,644.96	5,355.04	16.23%
62222	Replacement of Engine 4 (foam...	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00%
Total 750	Fire	1,573,105.78	2,116,822.43	978,875.55	978,875.55	42,079.61	1,095,867.27	51.77%
800	Recreation							
62223	Landscaping and Lighting (Seni...	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
Total 800	Recreation	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
801	Pierce Stadium							
61604	Pierce Field Bathroom Upgrades	22,511.38	22,511.38	0.00	0.00	0.00	22,511.38	100.00%
61923	Pierce Field - Hanidcap Upgrad...	32,384.33	32,384.33	29,913.88	29,913.88	0.00	2,470.45	7.63%
62009	Basketball Court Renovation	53,224.01	53,224.01	51,773.70	51,773.70	0.00	1,450.31	2.72%
62017	Baseball Scoreboard and Sound...	21,680.50	21,680.50	0.00	0.00	21,680.50	0.00	0.00%
62024	Pavilion with Gazebo	75,000.00	75,000.00	3,500.00	3,500.00	32,361.00	39,139.00	52.19%
Total 801	Pierce Stadium	204,800.22	204,800.22	85,187.58	85,187.58	54,041.50	65,571.14	32.02%
840	Parks							
62108	Stump Grinder	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00%
62120	Park Upgrades	175,000.00	175,000.00	0.00	0.00	175,000.00	0.00	0.00%
Total 840	Parks	225,000.00	225,000.00	0.00	0.00	175,000.00	50,000.00	22.22%
850	Carousel							
62010	Structural Stabilization Phase 1	44,510.00	44,510.00	43,415.00	43,415.00	0.00	1,095.00	2.46%
62018	Ice Skating Rink	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%
62025	Concession Building	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	100.00%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 31100 - Capital Fund  
 From 11/1/2020 Through 2/28/2022  
 \* This report may be affected by Account Level Security

Account Code	Account Title	YTD Budget - Original	YTD Budget - Revised	Current Period Actual	YTD Actual	YTD Enc	Balance	Exp
62109	Stabilization phase 1	60,000.00	60,000.00	0.00	0.00	49,050.00	10,950.00	18.25%
62117	Carousel Facilities Improvements	150,000.00	150,000.00	0.00	0.00	43,570.00	106,430.00	70.95%
62235	Carousel-upper window restora...	17,760.00	17,760.00	0.00	0.00	0.00	17,760.00	100.00%
62236	Carousel-reinforce and restore	6,380.00	6,380.00	0.00	0.00	0.00	6,380.00	100.00%
62237	Carousel-building floors (sand ...	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
Total 850	Carousel	538,650.00	538,650.00	43,415.00	43,415.00	92,620.00	402,615.00	74.75%
	Total 31100 - Capital Fund	13,946,701.74	14,746,810.39	5,773,680.81	5,773,680.81	1,725,441.09	7,247,688.49	49.15%
Report Total		13,946,701.74	14,746,810.39	5,773,680.81	5,773,680.81	1,725,441.09	7,247,688.49	0.00%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
 \* This report may be affected by Account Level Security

Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
100	City Council						
51110	Regular Salaries	15,300.00	1,076.88	4,038.30	0.00	11,261.70	73.60%
51141	Stipends	0.00	258.48	969.30	0.00	(969.30)	(100.00)%
52301	FICA	1,735.00	82.80	310.50	0.00	1,424.50	82.10%
52302	Medicare	0.00	19.36	72.60	0.00	(72.60)	(100.00)%
53000	Purchased Professional Services	82,175.00	0.00	0.00	0.00	82,175.00	100.00%
53402	Legal Services	75,000.00	2,244.00	14,761.00	875.00	59,364.00	79.15%
53705	Postage	500.00	0.00	0.00	0.00	500.00	100.00%
54403	Telephone/Communications	0.00	104.72	419.03	0.00	(419.03)	(100.00)%
55001	Public Celebrations	3,200.00	0.00	0.00	0.00	3,200.00	100.00%
56100	General Office Expense	2,500.00	0.00	777.05	(275.00)	1,997.95	79.91%
Total 100	City Council	180,410.00	3,786.24	21,347.78	600.00	158,462.22	87.83%
125	Mayor						
51110	Regular Salaries	329,301.00	25,330.86	94,945.61	0.00	234,355.39	71.16%
51201	Overtime	0.00	1,187.84	2,764.09	0.00	(2,764.09)	(100.00)%
52101	Health Insurance	8,555.00	0.00	2,100.21	0.00	6,454.79	75.45%
52102	Life Insurance	2,198.00	0.00	454.68	0.00	1,743.32	79.31%
52103	Dental Insurance	330.00	0.00	81.30	0.00	248.70	75.36%
52110	Health Coshare	(1,283.00)	(98.20)	(392.80)	0.00	(890.20)	69.38%
52208	Mers Pension	70,997.00	5,461.32	20,470.22	0.00	50,526.78	71.16%
52218	TIAA	0.00	253.32	949.49	0.00	(949.49)	(100.00)%
52301	FICA	25,402.00	1,638.07	6,035.18	0.00	19,366.82	76.24%
52302	Medicare	0.00	383.10	1,411.46	0.00	(1,411.46)	(100.00)%
52902	Employee Assistance	75.00	0.00	0.00	0.00	75.00	100.00%
53705	Postage	3,498.00	0.00	213.75	0.00	3,284.25	93.88%
54403	Telephone/Communications	4,000.00	137.65	843.89	0.00	3,156.11	78.90%
56100	General Office Expense	16,500.00	1,092.00	4,071.72	708.33	11,719.95	71.03%
56211	Gas, Oil & Lubricants	500.00	0.00	365.96	0.00	134.04	26.80%
57301	Repairs - Vehicles	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
57311	Technology Software	350.00	0.00	0.00	0.00	350.00	100.00%
58102	Dues & Fees	3,068.00	0.00	0.00	0.00	3,068.00	100.00%
Total 125	Mayor	464,491.00	35,385.96	134,314.76	708.33	329,467.91	70.93%
155	Senior Services						

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
 \* This report may be affected by Account Level Security

Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
51110	Regular Salaries	135,174.00	8,514.70	31,620.03	0.00	103,553.97	76.60%
51116	Part Time / Temporary Pay	131,560.00	6,298.48	22,617.49	0.00	108,942.51	82.80%
51133	Longevity	2,204.00	0.00	0.00	0.00	2,204.00	100.00%
52101	Health Insurance	40,030.00	0.00	4,200.42	0.00	35,829.58	89.50%
52102	Life Insurance	1,074.00	0.00	227.34	0.00	846.66	78.83%
52103	Dental Insurance	1,839.00	0.00	218.24	0.00	1,620.76	88.13%
52110	Health Coshare	(7,481.00)	(417.78)	(1,290.44)	0.00	(6,190.56)	82.75%
52208	Mers Pension	29,619.00	1,835.76	6,817.25	0.00	22,801.75	76.98%
52218	TIAA	0.00	85.14	316.19	0.00	(316.19)	(100.00)%
52301	FICA	10,064.00	1,031.73	3,803.10	0.00	6,260.90	62.21%
52302	Medicare	0.00	241.29	889.43	0.00	(889.43)	(100.00)%
52902	Employee Assistance	38.00	0.00	0.00	0.00	38.00	100.00%
53111	Instructors	19,760.00	330.00	2,110.00	790.00	16,860.00	85.32%
53300	Professional Development	100.00	0.00	0.00	0.00	100.00	100.00%
53705	Postage	500.00	18.64	124.89	0.00	375.11	75.02%
54310	Repairs - Building	2,272.00	0.00	1,321.44	39.56	911.00	40.09%
54402	Water	4,510.00	53.48	397.13	0.00	4,112.87	91.19%
54403	Telephone/Communications	3,840.00	50.82	2,274.32	0.00	1,565.68	40.77%
55000	Program Costs	5,000.00	162.90	1,154.92	304.16	3,540.92	70.81%
55800	Training & Conferences	500.00	0.00	0.00	0.00	500.00	100.00%
56100	General Office Expense	1,000.00	0.00	221.87	0.00	778.13	77.81%
56209	Heating Gas/Oil	7,500.00	1,659.09	3,849.77	0.00	3,650.23	48.66%
56211	Gas, Oil & Lubricants	3,500.00	184.41	256.25	0.00	3,243.75	92.67%
56215	Electricity	6,000.00	730.04	3,075.36	0.00	2,924.64	48.74%
57301	Repairs - Vehicles	4,000.00	529.61	529.61	0.00	3,470.39	86.75%
57305	Repair & Maintenance -Equipm...	2,000.00	397.36	1,090.38	270.95	638.67	31.93%
57311	Technology Software	3,695.00	0.00	0.00	0.00	3,695.00	100.00%
Total 155	Senior Services	408,298.00	21,705.67	85,824.99	1,404.67	321,068.34	78.64%
170	Information Technology						
51110	Regular Salaries	353,879.00	27,221.40	101,822.00	0.00	252,057.00	71.22%
51133	Longevity	19,435.00	0.00	0.00	0.00	19,435.00	100.00%
51201	Overtime	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
52101	Health Insurance	38,093.00	0.00	9,351.81	0.00	28,741.19	75.45%
52102	Life Insurance	2,198.00	0.00	568.35	0.00	1,629.65	74.14%
52103	Dental Insurance	1,665.00	0.00	576.30	0.00	1,088.70	65.38%



**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
52110	Health Coshare	(7,619.00)	(581.84)	(2,327.36)	0.00	(5,291.64)	69.45%
52208	Mers Pension	80,486.00	5,868.92	21,952.77	0.00	58,533.23	72.72%
52218	TIAA	0.00	272.22	1,018.24	0.00	(1,018.24)	(100.00)%
52301	FICA	28,769.00	1,651.66	6,177.71	0.00	22,591.29	78.52%
52302	Medicare	0.00	386.28	1,444.80	0.00	(1,444.80)	(100.00)%
52902	Employee Assistance	75.00	0.00	0.00	0.00	75.00	100.00%
53000	Purchased Professional Services	5,000.00	1,300.00	2,540.00	(2,120.00)	4,580.00	91.60%
54320	Supplies - Technology	14,000.00	304.12	304.12	521.02	13,174.86	94.10%
54403	Telephone/Communications	37,560.00	1,757.73	15,444.47	442.05	21,673.48	57.70%
55800	Training & Conferences	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
56100	General Office Expense	2,100.00	328.48	6,676.65	(6,620.07)	2,043.42	97.30%
57309	Computer Hardware / Electrical	20,000.00	2,182.45	20,255.53	4,619.61	(4,875.14)	(24.37)%
57311	Technology Software	144,100.00	1,293.24	42,278.21	19,269.70	82,552.09	57.28%
Total 170	Information Technology	744,741.00	41,984.66	228,083.60	16,112.31	500,545.09	67.21%
200	City Clerk						
51110	Regular Salaries	412,780.00	29,298.88	111,167.95	0.00	301,612.05	73.06%
51117	Court Pay	40,357.00	360.76	1,352.85	0.00	39,004.15	96.64%
51133	Longevity	13,534.00	0.00	0.00	0.00	13,534.00	100.00%
51201	Overtime	0.00	2,772.22	9,460.59	0.00	(9,460.59)	(100.00)%
52101	Health Insurance	101,043.00	0.00	23,088.85	0.00	77,954.15	77.14%
52102	Life Insurance	2,882.00	0.00	631.50	0.00	2,250.50	78.08%
52103	Dental Insurance	5,690.00	0.00	1,071.30	0.00	4,618.70	81.17%
52110	Health Coshare	(17,683.00)	(906.82)	(3,766.43)	0.00	(13,916.57)	78.70%
52208	Mers Pension	91,914.00	5,700.92	21,711.79	0.00	70,202.21	76.37%
52218	TIAA	0.00	264.46	1,007.17	0.00	(1,007.17)	(100.00)%
52301	FICA	32,907.00	1,960.76	7,356.10	0.00	25,550.90	77.64%
52302	Medicare	0.00	458.57	1,720.39	0.00	(1,720.39)	(100.00)%
52902	Employee Assistance	105.00	0.00	0.00	0.00	105.00	100.00%
52910	Employee Education/Training	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
53000	Purchased Professional Services	6,551.00	0.00	231.04	0.00	6,319.96	96.47%
53300	Professional Development	0.00	0.00	471.54	0.00	(471.54)	(100.00)%
53705	Postage	2,000.00	211.69	845.80	0.00	1,154.20	57.71%
54403	Telephone/Communications	126.00	0.00	37.50	0.00	88.50	70.23%
55400	Advertising, Printing	25,000.00	1,840.82	7,964.72	(170.60)	17,205.88	68.82%
56100	General Office Expense	6,825.00	388.79	3,060.11	(257.10)	4,021.99	58.93%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
57305	Repair & Maintenance -Equipm...	900.00	71.86	188.37	0.00	711.63	79.07%
57311	Technology Software	6,040.00	0.00	0.00	0.00	6,040.00	100.00%
58102	Dues & Fees	800.00	0.00	0.00	0.00	800.00	100.00%
<b>Total 200</b>	<b>City Clerk</b>	<b>734,771.00</b>	<b>42,422.91</b>	<b>187,601.14</b>	<b>(427.70)</b>	<b>547,597.56</b>	<b>74.53%</b>
<b>260</b>	<b>Finance</b>						
51110	Regular Salaries	473,601.00	35,871.96	134,824.16	0.00	338,776.84	71.53%
51133	Longevity	20,171.00	0.00	0.00	0.00	20,171.00	100.00%
51141	Stipends	0.00	384.62	1,442.32	0.00	(1,442.32)	(100.00)%
51322	Severance Pay	0.00	0.00	2,603.59	0.00	(2,603.59)	(100.00)%
52101	Health Insurance	92,488.00	0.00	17,554.38	0.00	74,933.62	81.01%
52102	Life Insurance	2,540.00	0.00	656.76	0.00	1,883.24	74.14%
52103	Dental Insurance	5,360.00	0.00	1,074.18	0.00	4,285.82	79.95%
52110	Health Coshare	(17,449.00)	(1,027.62)	(3,724.71)	0.00	(13,724.29)	78.65%
52208	Mers Pension	106,457.00	7,816.92	27,869.16	0.00	78,587.84	73.82%
52218	TIAA	0.00	381.36	1,363.05	0.00	(1,363.05)	(100.00)%
52301	FICA	38,502.00	2,157.96	7,876.54	0.00	30,625.46	79.54%
52302	Medicare	0.00	504.68	1,842.08	0.00	(1,842.08)	(100.00)%
52401	Deferred Compensation	6,227.00	0.00	0.00	0.00	6,227.00	100.00%
52902	Employee Assistance	90.00	0.00	0.00	0.00	90.00	100.00%
53000	Purchased Professional Services	12,500.00	0.00	0.00	0.00	12,500.00	100.00%
53705	Postage	3,200.00	248.61	956.08	0.00	2,243.92	70.12%
54403	Telephone/Communications	1,200.00	94.49	378.20	0.00	821.80	68.48%
55800	Training & Conferences	1,500.00	0.00	0.00	0.00	1,500.00	100.00%
56100	General Office Expense	5,000.00	0.00	493.20	0.00	4,506.80	90.13%
57305	Repair & Maintenance -Equipm...	700.00	81.51	207.84	0.00	492.16	70.30%
58102	Dues & Fees	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
<b>Total 260</b>	<b>Finance</b>	<b>753,087.00</b>	<b>46,514.49</b>	<b>195,416.83</b>	<b>0.00</b>	<b>557,670.17</b>	<b>74.05%</b>
<b>270</b>	<b>Treasury</b>						
51110	Regular Salaries	265,972.00	18,780.53	74,910.66	0.00	191,061.34	71.83%
51133	Longevity	15,590.00	0.00	0.00	0.00	15,590.00	100.00%
51201	Overtime	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
52101	Health Insurance	59,076.00	0.00	14,503.20	0.00	44,572.80	75.44%
52102	Life Insurance	2,051.00	0.00	618.87	0.00	1,432.13	69.82%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
52103	Dental Insurance	3,677.00	0.00	907.26	0.00	2,769.74	75.32%
52110	Health Coshare	(9,484.00)	(576.27)	(2,369.70)	0.00	(7,114.30)	75.01%
52208	Mers Pension	60,705.00	4,049.08	15,683.82	0.00	45,021.18	74.16%
52218	TIAA	0.00	226.83	873.77	0.00	(873.77)	(100.00)%
52301	FICA	21,902.00	1,122.95	4,482.19	0.00	17,419.81	79.53%
52302	Medicare	0.00	262.63	1,048.25	0.00	(1,048.25)	(100.00)%
52401	Deferred Compensation	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
52902	Employee Assistance	75.00	0.00	0.00	0.00	75.00	100.00%
53000	Purchased Professional Services	61,000.00	6,467.63	11,351.90	182.98	49,465.12	81.09%
53705	Postage	32,000.00	53.63	3,695.42	0.00	28,304.58	88.45%
54403	Telephone/Communications	0.00	0.00	39.28	0.00	(39.28)	(100.00)%
55400	Advertising, Printing	14,000.00	0.00	1,795.31	0.00	12,204.69	87.17%
56100	General Office Expense	5,500.00	319.98	618.61	0.00	4,881.39	88.75%
56101	Office Equipment	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
57305	Repair & Maintenance -Equipm...	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
57311	Technology Software	7,900.00	0.00	0.00	0.00	7,900.00	100.00%
58102	Dues & Fees	300.00	0.00	30.00	0.00	270.00	90.00%
Total 270	Treasury	554,264.00	30,706.99	128,188.84	182.98	425,892.18	76.84%
290	Assessment						
51110	Regular Salaries	308,872.00	19,893.52	74,568.13	0.00	234,303.87	75.85%
51133	Longevity	12,326.00	0.00	0.00	0.00	12,326.00	100.00%
52101	Health Insurance	71,505.00	0.00	17,554.38	0.00	53,950.62	75.45%
52102	Life Insurance	2,002.00	0.00	517.83	0.00	1,484.17	74.13%
52103	Dental Insurance	4,354.00	0.00	907.26	0.00	3,446.74	79.16%
52110	Health Coshare	(12,397.00)	(717.10)	(2,868.40)	0.00	(9,528.60)	76.86%
52208	Mers Pension	69,250.00	4,996.78	18,729.16	0.00	50,520.84	72.95%
52218	TIAA	0.00	201.80	756.41	0.00	(756.41)	(100.00)%
52301	FICA	24,782.00	1,389.30	5,207.36	0.00	19,574.64	78.98%
52302	Medicare	0.00	324.92	1,217.86	0.00	(1,217.86)	(100.00)%
52902	Employee Assistance	75.00	0.00	0.00	0.00	75.00	100.00%
52910	Employee Education/Training	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
53000	Purchased Professional Services	150,000.00	0.00	13,127.40	(13,127.40)	150,000.00	100.00%
53705	Postage	1,000.00	337.53	602.08	0.00	397.92	39.79%
54403	Telephone/Communications	600.00	41.23	164.92	0.00	435.08	72.51%
55400	Advertising, Printing	1,700.00	0.00	0.00	1,146.00	554.00	32.58%

**City of East Providence, RI**  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
55800	Training & Conferences	300.00	0.00	0.00	0.00	300.00	100.00%
56100	General Office Expense	600.00	0.00	126.76	0.00	473.24	78.87%
56101	Office Equipment	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
57305	Repair & Maintenance -Equipm...	400.00	102.30	196.66	0.00	203.34	50.83%
57311	Technology Software	16,500.00	0.00	0.00	0.00	16,500.00	100.00%
58102	Dues & Fees	285.00	0.00	135.00	0.00	150.00	52.63%
<b>Total 290</b>	<b>Assessment</b>	<b>656,154.00</b>	<b>26,570.28</b>	<b>130,942.81</b>	<b>(11,981.40)</b>	<b>537,192.59</b>	<b>81.87%</b>
<b>300</b>	<b>Planning</b>						
51110	Regular Salaries	484,060.00	34,482.33	128,227.57	0.00	355,832.43	73.50%
51116	Part Time / Temporary Pay	19,686.00	1,330.00	4,845.00	0.00	14,841.00	75.38%
51133	Longevity	16,377.00	0.00	0.00	0.00	16,377.00	100.00%
52101	Health Insurance	71,505.00	0.00	14,503.20	0.00	57,001.80	79.71%
52102	Life Insurance	2,589.00	0.00	454.68	0.00	2,134.32	82.43%
52103	Dental Insurance	3,677.00	0.00	767.44	0.00	2,909.56	79.12%
52110	Health Coshare	(14,301.00)	(1,339.82)	(5,002.64)	0.00	(9,298.36)	65.01%
52208	Mers Pension	107,895.00	7,721.12	27,787.25	0.00	80,107.75	74.24%
52218	TIAA	0.00	300.73	1,073.59	0.00	(1,073.59)	(100.00)%
52301	FICA	40,571.00	2,095.80	7,582.68	0.00	32,988.32	81.31%
52302	Medicare	0.00	490.15	1,773.37	0.00	(1,773.37)	(100.00)%
52401	Deferred Compensation	6,000.00	0.00	0.00	0.00	6,000.00	100.00%
52902	Employee Assistance	90.00	0.00	0.00	0.00	90.00	100.00%
53000	Purchased Professional Services	28,000.00	0.00	5,326.12	0.00	22,673.88	80.97%
53705	Postage	1,800.00	18.22	209.99	0.00	1,590.01	88.33%
54403	Telephone/Communications	600.00	123.69	498.51	0.00	101.49	16.91%
55400	Advertising, Printing	10,500.00	205.00	874.81	0.00	9,625.19	91.66%
55401	Advertising - Subdivision	500.00	0.00	0.00	0.00	500.00	100.00%
55800	Training & Conferences	4,750.00	250.00	250.00	849.60	3,650.40	76.85%
56100	General Office Expense	1,875.00	80.31	257.51	(23.56)	1,641.05	87.52%
56101	Office Equipment	4,300.00	1,050.00	1,050.00	9,072.00	(5,822.00)	(135.39)%
57305	Repair & Maintenance -Equipm...	1,300.00	308.77	960.24	0.00	339.76	26.13%
57311	Technology Software	7,500.00	0.00	600.00	2,500.00	4,400.00	58.66%
58102	Dues & Fees	3,090.00	199.00	970.00	(100.00)	2,220.00	71.84%
<b>Total 300</b>	<b>Planning</b>	<b>802,364.00</b>	<b>47,315.30</b>	<b>193,009.32</b>	<b>12,298.04</b>	<b>597,056.64</b>	<b>74.41%</b>

**City of East Providence, RI**  
 Encumbrance Budget \*  
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350	Law						
51110	Regular Salaries	112,865.00	8,681.90	34,722.80	0.00	78,142.20	69.23%
51116	Part Time / Temporary Pay	14,820.00	0.00	0.00	0.00	14,820.00	100.00%
51133	Longevity	8,652.00	0.00	0.00	0.00	8,652.00	100.00%
52102	Life Insurance	879.00	0.00	227.34	0.00	651.66	74.13%
52103	Dental Insurance	330.00	0.00	81.30	0.00	248.70	75.36%
52110	Health Coshare	0.00	(1.26)	(5.04)	0.00	5.04	(100.00)%
52208	Mers Pension	26,199.00	1,871.82	7,019.32	0.00	19,179.68	73.20%
52218	TIAA	0.00	38.60	144.75	0.00	(144.75)	(100.00)%
52301	FICA	10,667.00	538.20	2,018.25	0.00	8,648.75	81.07%
52302	Medicare	0.00	125.86	471.97	0.00	(471.97)	(100.00)%
52401	Deferred Compensation	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
52902	Employee Assistance	30.00	0.00	0.00	0.00	30.00	100.00%
53000	Purchased Professional Services	215,000.00	6,666.66	45,269.32	0.00	169,730.68	78.94%
53705	Postage	500.00	6.53	42.37	0.00	457.63	91.52%
54403	Telephone/Communications	126.00	41.23	202.42	0.00	(76.42)	(60.65)%
55800	Training & Confernces	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
56100	General Office Expense	1,200.00	188.65	330.03	(61.77)	931.74	77.64%
56101	Office Equipment	500.00	0.00	0.00	0.00	500.00	100.00%
56219	Supplies - Cleaning	300.00	0.00	0.00	0.00	300.00	100.00%
56400	Books	2,000.00	0.00	1,246.07	43.90	710.03	35.50%
57305	Repair & Maintenance -Equipm...	1,000.00	321.85	719.58	0.00	280.42	28.04%
Total 350	Law	398,068.00	18,480.04	92,490.48	(17.87)	305,595.39	76.77%
400	Human Resources						
51110	Regular Salaries	347,328.00	19,996.54	74,977.41	0.00	272,350.59	78.41%
51133	Longevity	14,756.00	0.00	0.00	0.00	14,756.00	100.00%
51201	Overtime	0.00	105.03	399.11	0.00	(399.11)	(100.00)%
52101	Health Insurance	96,766.00	0.00	22,705.77	0.00	74,060.23	76.53%
52102	Life Insurance	2,369.00	0.00	517.83	0.00	1,851.17	78.14%
52103	Dental Insurance	5,195.00	0.00	853.06	0.00	4,341.94	83.57%
52110	Health Coshare	(18,090.00)	(1,248.96)	(4,995.84)	0.00	(13,094.16)	72.38%
52208	Mers Pension	78,065.00	4,311.28	16,165.22	0.00	61,899.78	79.29%
52218	TIAA	0.00	221.22	829.47	0.00	(829.47)	(100.00)%
52301	FICA	27,930.00	1,146.93	4,324.91	0.00	23,605.09	84.51%
52302	Medicare	0.00	268.23	1,011.45	0.00	(1,011.45)	(100.00)%

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52501	Unemployment	40,000.00	0.00	0.00	0.00	40,000.00	100.00%
52902	Employee Assistance	83.00	0.00	0.00	0.00	83.00	100.00%
52910	Employee Education/Training	25,000.00	0.00	0.00	0.00	25,000.00	100.00%
53000	Purchased Professional Services	15,000.00	2,240.49	5,243.24	(2,239.89)	11,996.65	79.97%
53103	Medicaid Penalty	7,500.00	0.00	1,796.10	0.00	5,703.90	76.05%
53501	Adp Fees	113,302.00	15,261.47	49,559.00	0.00	63,743.00	56.25%
53705	Postage	2,000.00	156.83	269.79	0.00	1,730.21	86.51%
54403	Telephone/Communications	1,020.00	82.46	290.66	0.00	729.34	71.50%
54501	Unemployment Insurance	0.00	0.00	0.00	285.50	(285.50)	(100.00)%
55501	Printing - Forms	250.00	0.00	0.00	0.00	250.00	100.00%
55600	Tuition Reimbursement	0.00	0.00	705.00	0.00	(705.00)	(100.00)%
55800	Training & Conferences	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
55815	Training/Recruitment	10,000.00	0.00	165.19	0.00	9,834.81	98.34%
56100	General Office Expense	3,000.00	60.92	309.54	105.28	2,585.18	86.17%
56101	Office Equipment	700.00	0.00	0.00	0.00	700.00	100.00%
57305	Repair & Maintenance -Equipm...	1,500.00	526.44	1,192.71	0.00	307.29	20.48%
58102	Dues & Fees	600.00	0.00	1,260.00	1,248.75	(1,908.75)	(318.12)%
Total 400	Human Resources	776,774.00	43,128.88	177,579.62	(600.36)	599,794.74	77.22%
410	Affirmative Action/Human Services						
51110	Regular Salaries	110,022.00	8,975.02	33,656.33	0.00	76,365.67	69.40%
51133	Longevity	8,184.00	0.00	0.00	0.00	8,184.00	100.00%
52101	Health Insurance	25,261.00	0.00	5,151.39	0.00	20,109.61	79.60%
52102	Life Insurance	659.00	0.00	113.67	0.00	545.33	82.75%
52103	Dental Insurance	1,171.00	0.00	248.22	0.00	922.78	78.80%
52110	Health Coshare	(4,838.00)	(320.84)	(1,283.36)	0.00	(3,554.64)	73.47%
52208	Mers Pension	25,485.00	1,935.02	7,256.31	0.00	18,228.69	71.52%
52218	TIAA	0.00	99.94	374.78	0.00	(374.78)	(100.00)%
52301	FICA	9,106.00	523.44	1,962.90	0.00	7,143.10	78.44%
52302	Medicare	0.00	122.42	459.06	0.00	(459.06)	(100.00)%
52902	Employee Assistance	23.00	0.00	0.00	0.00	23.00	100.00%
53705	Postage	200.00	0.00	0.00	0.00	200.00	100.00%
54403	Telephone/Communications	980.00	94.49	378.20	0.00	601.80	61.40%
55800	Training & Conferences	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
56100	General Office Expense	2,800.00	433.03	532.36	31.20	2,236.44	79.87%
56101	Office Equipment	1,000.00	0.00	0.00	0.00	1,000.00	100.00%

**City of East Providence, RI**  
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57309	Computer Hardware / Electrical	200.00	0.00	0.00	0.00	200.00	100.00%
Total 410	Affirmative Action/Human Services	183,253.00	11,862.52	48,849.86	31.20	134,371.94	73.33%
450	Canvassing Authority						
51110	Regular Salaries	148,569.00	9,702.99	38,461.23	0.00	110,107.77	74.11%
51120	Boards & Commissions	3,000.00	0.00	173.07	0.00	2,826.93	94.23%
51133	Longevity	8,778.00	0.00	0.00	0.00	8,778.00	100.00%
51201	Overtime	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
51322	Severance Pay	0.00	0.00	687.75	0.00	(687.75)	(100.00)%
52101	Health Insurance	50,521.00	0.00	11,002.85	0.00	39,518.15	78.22%
52102	Life Insurance	1,221.00	0.00	214.71	0.00	1,006.29	82.41%
52103	Dental Insurance	2,342.00	0.00	356.62	0.00	1,985.38	84.77%
52110	Health Coshare	(8,627.00)	(509.09)	(1,971.74)	0.00	(6,655.26)	77.14%
52208	Mers Pension	33,924.00	2,025.64	7,583.49	0.00	26,340.51	77.64%
52218	TIAA	0.00	105.01	393.19	0.00	(393.19)	(100.00)%
52301	FICA	12,316.00	570.02	2,188.83	0.00	10,127.17	82.22%
52302	Medicare	0.00	133.32	511.91	0.00	(511.91)	(100.00)%
52401	Deferred Compensation	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
52902	Employee Assistance	45.00	0.00	0.00	0.00	45.00	100.00%
53000	Purchased Professional Services	63,400.00	0.00	0.00	29,500.00	33,900.00	53.47%
53705	Postage	6,000.00	455.27	2,156.75	0.00	3,843.25	64.05%
54403	Telephone/Communications	252.00	0.00	0.00	0.00	252.00	100.00%
54600	Rentals	2,100.00	0.00	0.00	0.00	2,100.00	100.00%
55400	Advertising, Printing	4,500.00	0.00	0.00	0.00	4,500.00	100.00%
56100	General Office Expense	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
57305	Repair & Maintenance -Equipm...	450.00	67.17	150.79	0.00	299.21	66.49%
Total 450	Canvassing Authority	338,791.00	12,550.33	61,909.45	29,500.00	247,381.55	73.02%
550	Public Library						
51110	Regular Salaries	1,268,826.00	78,240.92	332,227.43	0.00	936,598.57	73.81%
51116	Part Time / Temporary Pay	117,249.00	6,757.00	24,545.75	0.00	92,703.25	79.06%
51133	Longevity	69,581.00	0.00	0.00	0.00	69,581.00	100.00%
51201	Overtime	20,000.00	1,291.03	3,898.54	0.00	16,101.46	80.50%
52101	Health Insurance	337,348.00	0.00	70,415.79	0.00	266,932.21	79.12%
52102	Life Insurance	9,573.00	0.00	2,121.84	0.00	7,451.16	77.83%

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52103	Dental Insurance	15,352.00	0.00	3,213.90	0.00	12,138.10	79.06%
52110	Health Coshare	(60,707.00)	(3,022.50)	(13,789.20)	0.00	(46,917.80)	77.28%
52208	Mers Pension	288,561.00	16,868.76	69,293.70	0.00	219,267.30	75.98%
52218	TIAA	0.00	868.92	3,538.34	0.00	(3,538.34)	(100.00)%
52301	FICA	114,772.00	5,118.97	20,719.01	0.00	94,052.99	81.94%
52302	Medicare	0.00	1,197.18	4,845.57	0.00	(4,845.57)	(100.00)%
52401	Deferred Compensation	12,000.00	0.00	0.00	0.00	12,000.00	100.00%
52902	Employee Assistance	345.00	0.00	0.00	0.00	345.00	100.00%
53000	Purchased Professional Services	30,000.00	545.17	3,255.73	530.00	26,214.27	87.38%
53100	Ocean State Libraries	98,080.00	0.00	22,831.56	0.00	75,248.44	76.72%
53705	Postage	663.00	81.19	210.72	0.00	452.28	68.21%
54300	Repairs & Maintenance	25,000.00	144.56	7,377.98	141.02	17,481.00	69.92%
54321	Maintenance - Signal System	5,500.00	611.04	3,370.01	0.00	2,129.99	38.72%
54402	Water	6,242.00	180.71	1,015.65	0.00	5,226.35	83.72%
54403	Telephone/Communications	2,400.00	216.00	1,503.13	0.00	896.87	37.36%
55400	Advertising, Printing	5,610.00	649.00	1,260.60	(649.00)	4,998.40	89.09%
55800	Training & Confernces	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
56000	Library Materials	150,000.00	6,026.91	36,929.59	(633.60)	113,704.01	75.80%
56100	General Office Expense	8,160.00	575.58	1,695.49	0.00	6,464.51	79.22%
56209	Heating Gas/Oil	17,340.00	2,841.99	7,890.88	0.00	9,449.12	54.49%
56215	Electricity	35,000.00	2,768.40	11,008.58	0.00	23,991.42	68.54%
56219	Supplies - Cleaning	4,500.00	0.00	1,102.49	0.00	3,397.51	75.50%
57311	Technology Software	11,570.00	2,550.00	6,793.14	(460.00)	5,236.86	45.26%
58102	Dues & Fees	900.00	0.00	610.00	0.00	290.00	32.22%
58311	Bond Principal Pmt	75,000.00	0.00	0.00	0.00	75,000.00	100.00%
58322	Bond Interest	11,250.00	0.00	0.00	0.00	11,250.00	100.00%
Total 550	Public Library	2,681,115.00	124,510.83	627,886.22	(1,071.58)	2,054,300.36	76.62%
600	Director of Public Works						
51110	Regular Salaries	133,572.00	10,276.36	40,685.67	0.00	92,886.33	69.54%
51116	Part Time / Temporary Pay	15,000.00	1,530.00	4,665.00	0.00	10,335.00	68.90%
51133	Longevity	4,310.00	0.00	0.00	0.00	4,310.00	100.00%
51201	Overtime	0.00	1,836.45	1,836.45	0.00	(1,836.45)	(100.00)%
52101	Health Insurance	33,573.00	0.00	8,242.23	0.00	25,330.77	75.44%
52102	Life Insurance	703.00	0.00	181.86	0.00	521.14	74.13%
52103	Dental Insurance	1,610.00	0.00	397.14	0.00	1,212.86	75.33%



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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
52110	Health Coshare	(7,554.00)	(720.92)	(2,883.68)	0.00	(4,670.32)	61.82%
52208	Mers Pension	29,727.00	2,215.58	8,304.90	0.00	21,422.10	72.06%
52218	TIAA	0.00	121.18	454.26	0.00	(454.26)	(100.00)%
52301	FICA	11,886.00	789.24	2,579.02	0.00	9,306.98	78.30%
52302	Medicare	0.00	184.58	603.16	0.00	(603.16)	(100.00)%
52401	Deferred Compensation	1,600.00	0.00	0.00	0.00	1,600.00	100.00%
52902	Employee Assistance	24.00	0.00	0.00	0.00	24.00	100.00%
53705	Postage	75.00	0.53	3.18	0.00	71.82	95.76%
54403	Telephone/Communications	7,100.00	90.38	796.07	0.00	6,303.93	88.78%
55800	Training & Conferences	750.00	0.00	325.39	0.00	424.61	56.61%
56100	General Office Expense	500.00	164.96	715.31	0.00	(215.31)	(43.06)%
57311	Technology Software	750.00	0.00	0.00	0.00	750.00	100.00%
58102	Dues & Fees	500.00	50.00	370.00	0.00	130.00	26.00%
Total 600	Director of Public Works	234,126.00	16,538.34	67,275.96	0.00	166,850.04	71.27%
605	Building Inspection						
51110	Regular Salaries	511,009.00	36,527.90	157,889.17	0.00	353,119.83	69.10%
51116	Part Time / Temporary Pay	17,840.00	1,152.00	3,700.00	0.00	14,140.00	79.26%
51133	Longevity	27,327.00	0.00	0.00	0.00	27,327.00	100.00%
51141	Stipends	0.00	60.00	225.00	0.00	(225.00)	(100.00)%
51201	Overtime	5,000.00	0.00	252.37	0.00	4,747.63	94.95%
51322	Severance Pay	0.00	0.00	7,201.92	0.00	(7,201.92)	(100.00)%
52101	Health Insurance	131,033.00	0.00	34,342.60	0.00	96,690.40	73.79%
52102	Life Insurance	3,243.00	0.00	871.47	0.00	2,371.53	73.12%
52103	Dental Insurance	7,241.00	0.00	1,737.54	0.00	5,503.46	76.00%
52110	Health Coshare	(26,649.00)	(1,748.04)	(7,966.14)	0.00	(18,682.86)	70.10%
52112	Clothing Allowance	400.00	0.00	365.00	0.00	35.00	8.75%
52208	Mers Pension	116,065.00	7,167.68	30,046.83	0.00	86,018.17	74.11%
52218	TIAA	0.00	369.40	1,532.15	0.00	(1,532.15)	(100.00)%
52301	FICA	43,738.00	1,993.45	8,777.61	0.00	34,960.39	79.93%
52302	Medicare	0.00	466.21	2,052.83	0.00	(2,052.83)	(100.00)%
52401	Deferred Compensation	6,000.00	0.00	0.00	0.00	6,000.00	100.00%
52902	Employee Assistance	114.00	0.00	0.00	0.00	114.00	100.00%
53000	Purchased Professional Services	50,000.00	5,355.22	21,840.94	10,557.60	17,601.46	35.20%
53705	Postage	14,000.00	645.12	4,000.43	0.00	9,999.57	71.42%
54403	Telephone/Communications	5,952.00	447.20	1,666.21	0.00	4,285.79	72.00%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
55400	Advertising, Printing	4,500.00	0.00	1,014.00	0.00	3,486.00	77.46%
55800	Training & Conferences	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
56100	General Office Expense	2,000.00	0.00	484.12	0.00	1,515.88	75.79%
56211	Gas, Oil & Lubricants	1,500.00	260.30	897.48	0.00	602.52	40.16%
57301	Repairs - Vehicles	2,000.00	0.00	835.42	0.00	1,164.58	58.22%
57305	Repair & Maintenance -Equipm...	1,000.00	200.80	406.60	0.00	593.40	59.34%
57311	Technology Software	25,300.00	0.00	0.00	0.00	25,300.00	100.00%
58102	Dues & Fees	2,500.00	0.00	150.00	433.00	1,917.00	76.68%
<b>Total 605</b>	<b>Building Inspection</b>	<b>953,113.00</b>	<b>52,897.24</b>	<b>272,323.55</b>	<b>10,990.60</b>	<b>669,798.85</b>	<b>70.27%</b>
<b>610</b>	<b>Engineering</b>						
51110	Regular Salaries	358,040.00	27,482.14	109,525.91	0.00	248,514.09	69.40%
51116	Part Time / Temporary Pay	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
51133	Longevity	31,334.00	0.00	0.00	0.00	31,334.00	100.00%
51201	Overtime	12,000.00	1,971.05	5,076.06	0.00	6,923.94	57.69%
52101	Health Insurance	57,204.00	0.00	14,043.51	0.00	43,160.49	75.45%
52102	Life Insurance	1,993.00	0.00	515.31	0.00	1,477.69	74.14%
52103	Dental Insurance	4,288.00	0.00	859.35	0.00	3,428.65	79.95%
52110	Health Coshare	(12,280.00)	(1,064.84)	(4,278.72)	0.00	(8,001.28)	65.15%
52112	Clothing Allowance	960.00	0.00	0.00	0.00	960.00	100.00%
52208	Mers Pension	83,949.00	5,925.18	22,213.14	0.00	61,735.86	73.53%
52218	TIAA	0.00	173.10	649.01	0.00	(649.01)	(100.00)%
52301	FICA	32,112.00	1,729.08	6,325.87	0.00	25,786.13	80.30%
52302	Medicare	0.00	404.38	1,479.44	0.00	(1,479.44)	(100.00)%
52401	Deferred Compensation	4,800.00	0.00	0.00	0.00	4,800.00	100.00%
52902	Employee Assistance	72.00	0.00	0.00	0.00	72.00	100.00%
52910	Employee Education/Training	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
53000	Purchased Professional Services	39,158.00	0.00	8,747.40	20,410.60	10,000.00	25.53%
53705	Postage	250.00	3.38	4.84	0.00	245.16	98.06%
54403	Telephone/Communications	1,100.00	75.49	302.24	0.00	797.76	72.52%
55600	Tuition Reimbursement	0.00	0.00	1,476.00	0.00	(1,476.00)	(100.00)%
55800	Training & Conferences	800.00	0.00	0.00	0.00	800.00	100.00%
56100	General Office Expense	1,000.00	78.39	317.33	(66.04)	748.71	74.87%
56211	Gas, Oil & Lubricants	1,500.00	57.71	133.11	0.00	1,366.89	91.12%
57301	Repairs - Vehicles	1,000.00	0.00	6.50	0.00	993.50	99.35%
57305	Repair & Maintenance -Equipm...	2,000.00	200.81	1,173.18	3,906.00	(3,079.18)	(153.95)%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
57311	Technology Software	3,150.00	700.00	1,628.00	(928.00)	2,450.00	77.77%
58102	Dues & Fees	1,500.00	225.00	225.00	80.00	1,195.00	79.66%
Total 610	Engineering	638,930.00	37,960.87	170,422.48	23,402.56	445,104.96	69.66%
630	Highway						
51110	Regular Salaries	2,378,803.00	160,814.42	606,972.44	0.00	1,771,830.56	74.48%
51116	Part Time / Temporary Pay	75,481.00	0.00	1,187.50	0.00	74,293.50	98.42%
51131	Acting Pay	0.00	2,347.62	2,750.26	0.00	(2,750.26)	(100.00)%
51133	Longevity	147,450.00	0.00	0.00	0.00	147,450.00	100.00%
51141	Stipends	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
51201	Overtime	120,000.00	42,143.55	46,810.14	0.00	73,189.86	60.99%
52101	Health Insurance	731,029.00	0.00	149,403.77	0.00	581,625.23	79.56%
52102	Life Insurance	17,045.00	0.00	4,062.65	0.00	12,982.35	76.16%
52103	Dental Insurance	35,491.00	0.00	7,456.42	0.00	28,034.58	78.99%
52110	Health Coshare	(129,146.00)	(6,569.34)	(25,689.23)	0.00	(103,456.77)	80.10%
52112	Clothing Allowance	2,500.00	0.00	1,825.00	0.00	675.00	27.00%
52208	Mers Pension	544,660.00	35,098.42	131,231.54	0.00	413,428.46	75.90%
52218	TIAA	0.00	1,873.21	6,993.12	0.00	(6,993.12)	(100.00)%
52301	FICA	211,159.00	12,360.83	39,329.39	0.00	171,829.61	81.37%
52302	Medicare	0.00	2,890.84	9,198.01	0.00	(9,198.01)	(100.00)%
52401	Deferred Compensation	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
52902	Employee Assistance	645.00	0.00	0.00	0.00	645.00	100.00%
53000	Purchased Professional Services	60,000.00	0.00	3,903.96	5,885.98	50,210.06	83.68%
53706	Food	2,000.00	504.60	522.60	0.00	1,477.40	73.87%
54310	Repairs - Building	15,000.00	786.39	7,644.38	28.28	7,327.34	48.84%
54321	Maintenance - Signal System	10,000.00	0.00	2,525.50	0.00	7,474.50	74.74%
54402	Water	40,000.00	275.71	10,134.51	0.00	29,865.49	74.66%
54403	Telephone/Communications	2,500.00	340.96	2,296.45	0.00	203.55	8.14%
54600	Rentals	20,000.00	54.16	506.27	0.00	19,493.73	97.46%
55800	Training & Conferences	1,700.00	0.00	0.00	0.00	1,700.00	100.00%
56100	General Office Expense	2,500.00	206.54	592.64	(57.36)	1,964.72	78.58%
56102	Small Tools	12,000.00	403.17	3,734.63	259.39	8,005.98	66.71%
56112	Uniform/Apparel Supplies	4,000.00	0.00	418.93	244.89	3,336.18	83.40%
56200	Chemicals	20,000.00	0.00	8.64	0.00	19,991.36	99.95%
56209	Heating Gas/Oil	17,000.00	4,123.47	9,963.88	0.00	7,036.12	41.38%
56210	Signs	15,000.00	15,013.94	16,983.94	(115.00)	(1,868.94)	(12.45)%

**City of East Providence, RI**  
 Encumbrance Budget \*  
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56211	Gas, Oil & Lubricants	100,000.00	13,287.10	38,126.99	0.00	61,873.01	61.87%
56214	Paint	5,000.00	0.00	589.92	121.45	4,288.63	85.77%
56215	Electricity	30,000.00	2,751.89	9,236.96	0.00	20,763.04	69.21%
56217	Supplies - Nursery	20,000.00	0.00	5,783.84	440.36	13,775.80	68.87%
56218	Supplies - Electrical	0.00	38.85	2,692.17	0.00	(2,692.17)	(100.00)%
56219	Supplies - Cleaning	500.00	72.13	257.27	331.71	(88.98)	(17.79)%
56220	Snow Control	120,000.00	46,447.54	110,747.07	9,252.93	0.00	0.00%
57301	Repairs - Vehicles	150,000.00	33,007.62	99,193.41	0.00	50,806.59	33.87%
57305	Repair & Maintenance -Equipm...	15,000.00	50.10	(13,791.33)	258.92	28,532.41	190.21%
57403	Repairs - Road	150,000.00	266.20	9,706.46	7,780.28	132,513.26	88.34%
57404	Repairs - Storm Drains	0.00	527.90	605.66	(527.90)	(77.76)	(100.00)%
57405	Capitial - Infrastructure Replace...	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
58102	Dues & Fees	2,000.00	125.00	2,732.20	0.00	(732.20)	(36.61)%
Total 630	Highway	4,963,317.00	369,242.82	1,306,647.96	23,903.93	3,632,765.11	73.19%
635	Streetlights						
56215	Electricity	400,000.00	2,985.38	297,187.30	0.00	102,812.70	25.70%
Total 635	Streetlights	400,000.00	2,985.38	297,187.30	0.00	102,812.70	25.70%
650	Refuse Disposal						
53705	Postage	100.00	0.53	1.06	0.00	98.94	98.94%
54200	Rubbish Contract	2,300,117.00	267,616.00	535,232.00	(535,232.00)	2,300,117.00	100.00%
54202	Rubbish Disposal Costs	754,471.00	0.00	177,719.22	(295,511.44)	872,263.22	115.61%
54210	Recycling Contract	0.00	119,800.00	240,500.00	(239,600.00)	(900.00)	(100.00)%
54211	Hazardous Waste Disposal	4,000.00	175.75	1,830.75	320.25	1,849.00	46.22%
55002	Earth Day Program	750.00	0.00	0.00	0.00	750.00	100.00%
55400	Advertising, Printing	4,000.00	0.00	2,516.00	3,275.00	(1,791.00)	(44.77)%
56100	General Office Expense	150.00	0.00	0.00	0.00	150.00	100.00%
56211	Gas, Oil & Lubricants	10,000.00	814.16	4,058.54	0.00	5,941.46	59.41%
56212	Operational Supplies	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
57305	Repair & Maintenance -Equipm...	7,000.00	0.00	3,157.27	0.00	3,842.73	54.89%
Total 650	Refuse Disposal	3,083,588.00	388,406.44	965,014.84	(1,066,748.19)	3,185,321.35	103.30%
660	Public Buildings						
51110	Regular Salaries	578,200.00	41,000.27	156,100.86	0.00	422,099.14	73.00%

**City of East Providence, RI**  
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51116	Part Time / Temporary Pay	62,400.00	6,753.75	26,105.62	0.00	36,294.38	58.16%
51131	Acting Pay	0.00	12.00	12.00	0.00	(12.00)	(100.00)%
51133	Longevity	24,389.00	0.00	0.00	0.00	24,389.00	100.00%
51201	Overtime	30,000.00	9,853.51	16,945.20	0.00	13,054.80	43.51%
52101	Health Insurance	135,262.00	0.00	32,823.74	0.00	102,438.26	75.73%
52102	Life Insurance	4,054.00	0.00	1,001.98	0.00	3,052.02	75.28%
52103	Dental Insurance	6,002.00	0.00	1,564.86	0.00	4,437.14	73.92%
52110	Health Coshare	(30,313.00)	(1,790.10)	(6,645.26)	0.00	(23,667.74)	78.07%
52112	Clothing Allowance	3,965.00	0.00	730.00	0.00	3,235.00	81.58%
52208	Mers Pension	129,918.00	9,412.05	34,829.95	0.00	95,088.05	73.19%
52218	TIAA	0.00	521.42	1,930.81	0.00	(1,930.81)	(100.00)%
52301	FICA	54,043.00	3,603.14	12,167.10	0.00	41,875.90	77.48%
52302	Medicare	0.00	842.67	2,845.54	0.00	(2,845.54)	(100.00)%
52401	Deferred Compensation	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
52902	Employee Assistance	150.00	0.00	0.00	0.00	150.00	100.00%
53000	Purchased Professional Services	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
54300	Repairs & Maintenance	35,650.00	1,921.99	7,069.73	0.00	28,580.27	80.16%
54310	Repairs - Building	100,000.00	16,270.02	62,410.27	(20,013.65)	57,603.38	57.60%
54402	Water	14,450.00	514.60	1,921.34	0.00	12,528.66	86.70%
54403	Telephone/Communications	15,400.00	197.89	2,194.00	64.39	13,141.61	85.33%
55800	Training & Conferences	100.00	0.00	0.00	0.00	100.00	100.00%
56100	General Office Expense	200.00	148.17	187.45	0.00	12.55	6.27%
56102	Small Tools	4,000.00	217.28	1,090.91	60.73	2,848.36	71.20%
56112	Uniform/Apparel Supplies	750.00	0.00	464.85	0.00	285.15	38.02%
56209	Heating Gas/Oil	40,000.00	7,344.65	17,927.46	0.00	22,072.54	55.18%
56211	Gas, Oil & Lubricants	5,000.00	777.55	1,971.96	0.00	3,028.04	60.56%
56215	Electricity	110,000.00	9,672.63	32,807.72	(600.00)	77,792.28	70.72%
56218	Supplies - Electrical	2,500.00	96.00	286.07	18.66	2,195.27	87.81%
56219	Supplies - Cleaning	20,000.00	337.98	4,085.79	3,384.25	12,529.96	62.64%
57301	Repairs - Vehicles	5,000.00	903.73	952.89	0.00	4,047.11	80.94%
<b>Total 660</b>	<b>Public Buildings</b>	<b>1,354,120.00</b>	<b>108,611.20</b>	<b>413,782.84</b>	<b>(17,085.62)</b>	<b>957,422.78</b>	<b>70.70%</b>
<b>670</b>	<b>Central Garage</b>						
51110	Regular Salaries	513,084.00	39,159.82	149,677.31	0.00	363,406.69	70.82%
51116	Part Time / Temporary Pay	30,000.00	0.00	500.00	0.00	29,500.00	98.33%
51131	Acting Pay	0.00	73.68	736.50	0.00	(736.50)	(100.00)%

**City of East Providence, RI**  
 Encumbrance Budget \*  
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51133	Longevity	26,987.00	0.00	0.00	0.00	26,987.00	100.00%
51201	Overtime	7,000.00	111.55	1,222.22	0.00	5,777.78	82.53%
52101	Health Insurance	118,153.00	0.00	29,006.40	0.00	89,146.60	75.45%
52102	Life Insurance	3,223.00	0.00	753.59	0.00	2,469.41	76.61%
52103	Dental Insurance	5,013.00	0.00	1,485.00	0.00	3,528.00	70.37%
52110	Health Coshare	(22,581.00)	(1,581.62)	(6,326.48)	0.00	(16,254.52)	71.98%
52112	Clothing Allowance	800.00	0.00	730.00	0.00	70.00	8.75%
52208	Mers Pension	116,439.00	8,415.08	31,618.68	0.00	84,820.32	72.84%
52218	TIAA	0.00	439.20	1,646.34	0.00	(1,646.34)	(100.00)%
52301	FICA	44,697.00	2,303.93	8,882.40	0.00	35,814.60	80.12%
52302	Medicare	0.00	538.83	2,077.34	0.00	(2,077.34)	(100.00)%
52401	Deferred Compensation	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
52902	Employee Assistance	120.00	0.00	0.00	0.00	120.00	100.00%
53000	Purchased Professional Services	3,500.00	0.00	235.65	47.63	3,216.72	91.90%
54310	Repairs - Building	3,000.00	783.00	783.00	0.00	2,217.00	73.90%
54402	Water	1,500.00	81.42	407.10	0.00	1,092.90	72.86%
54403	Telephone/Communications	600.00	101.47	733.97	0.00	(133.97)	(22.32)%
55800	Training & Conferences	500.00	0.00	0.00	0.00	500.00	100.00%
56100	General Office Expense	500.00	0.00	147.69	0.00	352.31	70.46%
56102	Small Tools	10,000.00	0.00	1,384.00	0.00	8,616.00	86.16%
56112	Uniform/Apparel Supplies	8,000.00	487.73	3,139.47	0.00	4,860.53	60.75%
56115	Medical Supplies	150.00	0.00	0.00	0.00	150.00	100.00%
56209	Heating Gas/Oil	10,000.00	2,061.70	4,734.27	0.00	5,265.73	52.65%
56211	Gas, Oil & Lubricants	2,500.00	502.46	1,274.36	0.00	1,225.64	49.02%
56215	Electricity	10,000.00	890.06	2,345.69	0.00	7,654.31	76.54%
56219	Supplies - Cleaning	200.00	0.00	0.00	0.00	200.00	100.00%
57301	Repairs - Vehicles	3,000.00	549.93	891.76	0.00	2,108.24	70.27%
57305	Repair & Maintenance -Equipm...	5,500.00	3,717.00	3,717.00	0.00	1,783.00	32.41%
57311	Technology Software	9,500.00	0.00	7,344.00	0.00	2,156.00	22.69%
58102	Dues & Fees	500.00	50.00	827.50	750.00	(1,077.50)	(215.50)%
Total 670	Central Garage	913,885.00	58,685.24	249,974.76	797.63	663,112.61	72.56%
700	Police						
51110	Regular Salaries	7,340,808.00	568,406.21	2,101,257.62	0.00	5,239,550.38	71.37%
51114	Holiday Pay	495,023.00	35,114.85	209,562.77	0.00	285,460.23	57.66%
51117	Court Pay	50,000.00	392.15	1,817.84	0.00	48,182.16	96.36%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
 \* This report may be affected by Account Level Security

Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
51118	School Crossing Guards	160,000.00	16,000.00	51,075.00	0.00	108,925.00	68.07%
51119	Detail Pay	1,200,000.00	40,671.21	122,913.81	0.00	1,077,086.19	89.75%
51121	Vin Checks	50,000.00	3,915.36	12,735.25	0.00	37,264.75	74.52%
51131	Acting Pay	3,500.00	1,035.04	4,379.42	0.00	(879.42)	(25.12)%
51133	Longevity	375,404.00	0.00	0.00	0.00	375,404.00	100.00%
51141	Stipends	37,500.00	80.00	290.00	0.00	37,210.00	99.22%
51201	Overtime	1,425,000.00	174,196.48	688,384.57	0.00	736,615.43	51.69%
51322	Severance Pay	150,000.00	16,859.28	163,033.21	0.00	(13,033.21)	(8.68)%
52101	Health Insurance	1,771,734.00	0.00	449,476.36	0.00	1,322,257.64	74.63%
52102	Life Insurance	44,481.00	0.00	11,417.52	0.00	33,063.48	74.33%
52103	Dental Insurance	76,225.00	0.00	20,737.50	0.00	55,487.50	72.79%
52110	Health Coshare	(373,209.00)	(25,926.47)	(103,669.54)	0.00	(269,539.46)	72.22%
52112	Clothing Allowance	75,788.00	15,937.50	44,175.00	0.00	31,613.00	41.71%
52208	Mers Pension	71,623.00	13,506.66	51,916.14	0.00	19,706.86	27.51%
52209	Local Pension	3,027,055.00	232,850.38	931,401.52	0.00	2,095,653.48	69.23%
52218	TIAA	0.00	638.28	2,452.26	0.00	(2,452.26)	(100.00)%
52301	FICA	174,495.00	8,292.71	28,785.64	0.00	145,709.36	83.50%
52302	Medicare	0.00	12,122.23	47,330.09	0.00	(47,330.09)	(100.00)%
52902	Employee Assistance	1,526.00	0.00	0.00	0.00	1,526.00	100.00%
53000	Purchased Professional Services	31,914.00	3,097.00	17,737.59	4,953.00	9,223.41	28.90%
53300	Professional Development	10,000.00	0.00	36.00	0.00	9,964.00	99.64%
53705	Postage	1,500.00	23.19	135.46	0.00	1,364.54	90.96%
53706	Food	1,000.00	29.97	829.97	0.00	170.03	17.00%
54310	Repairs - Building	10,000.00	0.00	11,016.49	(2,168.30)	1,151.81	11.51%
54402	Water	7,100.00	243.59	3,119.84	0.00	3,980.16	56.05%
54403	Telephone/Communications	48,206.00	2,598.03	24,922.57	(2,392.69)	25,676.12	53.26%
54602	Lease Equipment	9,192.00	1,387.10	3,382.10	537.19	5,272.71	57.36%
55600	Tuition Reimbursement	40,000.00	6,297.75	30,196.50	3,000.70	6,802.80	17.00%
55800	Training & Conferences	20,000.00	1,508.00	2,683.00	3,350.00	13,967.00	69.83%
56100	General Office Expense	14,500.00	1,289.94	8,123.73	(470.87)	6,847.14	47.22%
56101	Office Equipment	5,000.00	532.12	8,909.92	(2,268.37)	(1,641.55)	(32.83)%
56103	Fire Prevention	6,500.00	0.00	0.00	0.00	6,500.00	100.00%
56112	Uniform/Apparel Supplies	125,000.00	7,382.20	55,161.22	27,872.05	41,966.73	33.57%
56209	Heating Gas/Oil	20,000.00	4,499.45	11,373.54	0.00	8,626.46	43.13%
56211	Gas, Oil & Lubricants	175,000.00	16,530.93	56,504.53	19.24	118,476.23	67.70%
56215	Electricity	85,000.00	5,270.03	34,188.00	0.00	50,812.00	59.77%
56216	Supplies - Police	0.00	3,415.52	7,266.09	(223.68)	(7,042.41)	(100.00)%

City of East Providence, RI

Encumbrance Budget \*

11000 - General Fund

From 2/1/2022 Through 2/28/2022

\* This report may be affected by Account Level Security

Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
56219	Supplies - Cleaning	10,000.00	0.00	2,415.10	0.00	7,584.90	75.84%
56222	Electricity - Speed Cameras	0.00	0.00	1,305.87	0.00	(1,305.87)	(100.00)%
57301	Repairs - Vehicles	125,000.00	10,811.23	50,097.53	3,521.92	71,380.55	57.10%
57304	Equipment	20,000.00	0.00	3,045.66	17,467.60	(513.26)	(2.56)%
57305	Repair & Maintenance -Equipm...	5,000.00	380.00	380.00	(380.00)	5,000.00	100.00%
57311	Technology Software	96,350.00	0.00	46,380.59	0.00	49,969.41	51.86%
58102	Dues & Fees	6,265.00	881.94	1,993.54	210.00	4,061.46	64.82%
Total 700	Police	17,029,480.00	1,180,269.86	5,220,676.82	53,027.79	11,755,775.39	69.03%
720	Animal Shelter						
51110	Regular Salaries	163,810.00	12,570.74	47,540.78	0.00	116,269.22	70.97%
51116	Part Time / Temporary Pay	34,983.00	3,110.50	8,272.50	0.00	26,710.50	76.35%
51131	Acting Pay	1,524.00	0.00	0.00	0.00	1,524.00	100.00%
51133	Longevity	9,328.00	0.00	0.00	0.00	9,328.00	100.00%
51201	Overtime	10,000.00	549.14	3,942.99	0.00	6,057.01	60.57%
52101	Health Insurance	25,665.00	0.00	6,300.63	0.00	19,364.37	75.45%
52102	Life Insurance	1,221.00	0.00	303.12	0.00	917.88	75.17%
52103	Dental Insurance	1,665.00	0.00	243.90	0.00	1,421.10	85.35%
52110	Health Coshare	(4,705.00)	(292.06)	(1,168.24)	0.00	(3,536.76)	75.17%
52112	Clothing Allowance	665.00	0.00	665.00	0.00	0.00	0.00%
52208	Mers Pension	37,328.00	2,710.24	10,158.98	0.00	27,169.02	72.78%
52218	TIAA	0.00	138.18	517.97	0.00	(517.97)	(100.00)%
52301	FICA	16,812.00	988.18	3,678.22	0.00	13,133.78	78.12%
52302	Medicare	0.00	231.10	860.21	0.00	(860.21)	(100.00)%
52902	Employee Assistance	45.00	0.00	0.00	0.00	45.00	100.00%
53000	Purchased Professional Services	10,000.00	245.00	5,770.70	10.00	4,219.30	42.19%
53705	Postage	50.00	1.06	12.30	0.00	37.70	75.40%
53706	Food	1,000.00	146.92	515.36	18.05	466.59	46.65%
54310	Repairs - Building	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
54402	Water	1,500.00	112.13	337.94	0.00	1,162.06	77.47%
54403	Telephone/Communications	1,200.00	74.85	657.83	0.00	542.17	45.18%
55501	Printing - Forms	500.00	0.00	0.00	0.00	500.00	100.00%
55800	Training & Confernces	1,200.00	0.00	0.00	0.00	1,200.00	100.00%
56100	General Office Expense	800.00	0.00	196.18	0.00	603.82	75.47%
56112	Uniform/Apparel Supplies	1,200.00	1,127.65	1,127.65	0.00	72.35	6.02%
56209	Heating Gas/Oil	4,000.00	897.38	4,915.89	0.00	(915.89)	(22.89)%



**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
56211	Gas, Oil & Lubricants	0.00	114.79	331.14	0.00	(331.14)	(100.00)%
56215	Electricity	5,500.00	2,623.16	6,560.68	0.00	(1,060.68)	(19.28)%
56219	Supplies - Cleaning	3,000.00	247.05	774.32	3.19	2,222.49	74.08%
57301	Repairs - Vehicles	500.00	0.00	0.00	0.00	500.00	100.00%
57305	Repair & Maintenance -Equipm...	2,000.00	44.18	106.76	0.00	1,893.24	94.66%
57311	Technology Software	340.00	0.00	357.00	0.00	(17.00)	(5.00)%
<b>Total 720</b>	<b>Animal Shelter</b>	<b>341,131.00</b>	<b>25,640.19</b>	<b>102,979.81</b>	<b>31.24</b>	<b>238,119.95</b>	<b>69.80%</b>
<b>730</b>	<b>Harbormaster</b>						
51116	Part Time / Temporary Pay	28,500.00	1,538.46	5,769.22	0.00	22,730.78	79.75%
52301	FICA	2,180.00	95.38	357.67	0.00	1,822.33	83.59%
52302	Medicare	0.00	22.30	83.62	0.00	(83.62)	(100.00)%
53705	Postage	200.00	1.06	73.67	0.00	126.33	63.16%
54300	Repairs & Maintenance	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
54403	Telephone/Communications	800.00	0.00	0.00	0.00	800.00	100.00%
56100	General Office Expense	300.00	0.00	0.00	0.00	300.00	100.00%
56211	Gas, Oil & Lubricants	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
56219	Supplies - Cleaning	50.00	0.00	0.00	0.00	50.00	100.00%
58104	Docking Fees	7,750.00	0.00	7,750.00	0.00	0.00	0.00%
<b>Total 730</b>	<b>Harbormaster</b>	<b>52,280.00</b>	<b>1,657.20</b>	<b>14,034.18</b>	<b>0.00</b>	<b>38,245.82</b>	<b>73.16%</b>
<b>750</b>	<b>Fire</b>						
51110	Regular Salaries	8,743,184.00	578,142.09	2,194,473.66	0.00	6,548,710.34	74.90%
51114	Holiday Pay	624,513.00	41,850.07	211,041.79	0.00	413,471.21	66.20%
51116	Part Time / Temporary Pay	68,854.00	6,335.44	24,974.74	0.00	43,879.26	63.72%
51119	Detail Pay	40,000.00	247.32	1,731.24	0.00	38,268.76	95.67%
51131	Acting Pay	293,845.00	22,144.98	120,227.66	0.00	173,617.34	59.08%
51133	Longevity	410,271.00	0.00	0.00	0.00	410,271.00	100.00%
51141	Stipends	0.00	22,750.00	22,750.00	0.00	(22,750.00)	(100.00)%
51142	Certifications	121,725.00	461.54	1,730.77	0.00	119,994.23	98.57%
51201	Overtime	3,074,707.00	318,925.98	1,275,269.01	0.00	1,799,437.99	58.52%
51322	Severance Pay	239,000.00	0.00	53,902.01	0.00	185,097.99	77.44%
52101	Health Insurance	1,672,737.00	0.00	398,262.91	0.00	1,274,474.09	76.19%
52102	Life Insurance	39,960.00	0.00	0.00	0.00	39,960.00	100.00%
52103	Dental Insurance	71,451.00	0.00	20,961.24	0.00	50,489.76	70.66%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
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52110	Health Coshare	(5,246.00)	(1,282.16)	(5,121.03)	0.00	(124.97)	2.38%
52112	Clothing Allowance	192,975.00	41,456.25	83,700.00	0.00	109,275.00	56.62%
52208	Mers Pension	51,599.00	3,549.26	14,075.50	0.00	37,523.50	72.72%
52209	Local Pension	6,992,071.00	537,851.62	2,151,406.48	0.00	4,840,664.52	69.23%
52218	TIAA	0.00	131.99	506.47	0.00	(506.47)	(100.00)%
52301	FICA	211,979.00	1,494.63	5,794.52	0.00	206,184.48	97.26%
52302	Medicare	0.00	14,413.38	55,743.89	0.00	(55,743.89)	(100.00)%
52902	Employee Assistance	2,205.00	0.00	0.00	0.00	2,205.00	100.00%
52910	Employee Education/Training	40,000.00	0.00	0.00	0.00	40,000.00	100.00%
53000	Purchased Professional Services	372,740.00	0.00	27,300.13	12,568.78	332,871.09	89.30%
53705	Postage	1,500.00	1.89	299.44	0.00	1,200.56	80.03%
54310	Repairs - Building	254,100.00	10,803.08	55,464.34	15,051.25	183,584.41	72.24%
54321	Maintenance - Signal System	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
54402	Water	22,600.00	1,237.01	5,307.94	0.00	17,292.06	76.51%
54403	Telephone/Communications	50,910.00	3,817.34	17,009.14	3,961.91	29,938.95	58.80%
54600	Rentals	11,125.00	3,264.00	3,264.00	0.00	7,861.00	70.66%
55400	Advertising, Printing	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
55600	Tuition Reimbursement	0.00	0.00	8,240.00	0.00	(8,240.00)	(100.00)%
55800	Training & Conferences	32,000.00	0.00	838.21	0.00	31,161.79	97.38%
55811	Unreimbursed Medical	139,225.00	0.00	2,400.00	5,000.00	131,825.00	94.68%
56100	General Office Expense	5,500.00	0.00	355.24	0.00	5,144.76	93.54%
56101	Office Equipment	0.00	521.39	1,034.37	0.00	(1,034.37)	(100.00)%
56103	Fire Prevention	6,500.00	0.00	500.00	0.00	6,000.00	92.30%
56104	Fire Supplies	15,000.00	0.00	821.38	233.85	13,944.77	92.96%
56105	Firefighter Equipment	150,550.00	1,466.47	34,928.60	(2,996.93)	118,618.33	78.78%
56112	Uniform/Apparel Supplies	197,152.00	0.00	3,569.44	(1,322.14)	194,904.70	98.86%
56115	Medical Supplies	146,000.00	1,478.68	23,343.70	36.38	122,619.92	83.98%
56209	Heating Gas/Oil	65,000.00	12,884.14	27,463.15	0.00	37,536.85	57.74%
56211	Gas, Oil & Lubricants	106,000.00	10,272.46	37,489.83	0.00	68,510.17	64.63%
56215	Electricity	115,000.00	10,569.92	31,788.09	0.00	83,211.91	72.35%
56218	Supplies - Electrical	1,700.00	0.00	154.35	0.00	1,545.65	90.92%
56219	Supplies - Cleaning	20,000.00	1,201.49	3,646.26	(876.23)	17,229.97	86.14%
56400	Books	6,000.00	0.00	359.31	1,127.63	4,513.06	75.21%
57301	Repairs - Vehicles	155,500.00	14,187.31	56,077.57	15,295.57	84,126.86	54.10%
57305	Repair & Maintenance -Equipm...	54,000.00	1,643.12	5,329.76	3,395.00	45,275.24	83.84%
57311	Technology Software	86,806.00	1,296.09	17,816.12	9,191.89	59,797.99	68.88%
58102	Dues & Fees	4,500.00	0.00	1,450.50	0.00	3,049.50	67.76%

**City of East Providence, RI**  
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Total 750	Fire	24,908,738.00	1,663,116.78	6,997,681.73	60,666.96	17,850,389.31	71.66%
760	Public Safety Communications						
51110	Regular Salaries	617,468.00	0.00	0.00	0.00	617,468.00	100.00%
51133	Longevity	25,206.00	0.00	0.00	0.00	25,206.00	100.00%
51201	Overtime	175,000.00	0.00	0.00	0.00	175,000.00	100.00%
52101	Health Insurance	168,591.00	0.00	0.00	0.00	168,591.00	100.00%
52102	Life Insurance	4,461.00	0.00	0.00	0.00	4,461.00	100.00%
52103	Dental Insurance	9,474.00	0.00	0.00	0.00	9,474.00	100.00%
52110	Health Coshare	(33,718.00)	0.00	0.00	0.00	(33,718.00)	100.00%
52112	Clothing Allowance	3,425.00	0.00	0.00	0.00	3,425.00	100.00%
52208	Mers Pension	138,561.00	0.00	0.00	0.00	138,561.00	100.00%
52301	FICA	49,906.00	0.00	0.00	0.00	49,906.00	100.00%
52902	Employee Assistance	171.00	0.00	0.00	0.00	171.00	100.00%
54403	Telephone/Communications	8,000.00	0.00	0.00	0.00	8,000.00	100.00%
56100	General Office Expense	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
56101	Office Equipment	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
57311	Technology Software	9,800.00	0.00	0.00	0.00	9,800.00	100.00%
Total 760	Public Safety Communications	1,179,845.00	0.00	0.00	0.00	1,179,845.00	100.00%
800	Recreation						
51110	Regular Salaries	136,868.00	12,658.86	49,614.70	0.00	87,253.30	63.74%
51116	Part Time / Temporary Pay	221,702.00	3,132.75	21,432.01	0.00	200,269.99	90.33%
51133	Longevity	12,091.00	0.00	0.00	0.00	12,091.00	100.00%
51201	Overtime	0.00	0.00	37.50	0.00	(37.50)	(100.00)%
52101	Health Insurance	52,458.00	0.00	15,454.17	0.00	37,003.83	70.53%
52102	Life Insurance	1,074.00	0.00	328.38	0.00	745.62	69.42%
52103	Dental Insurance	2,515.00	0.00	744.66	0.00	1,770.34	70.39%
52110	Health Coshare	(9,967.00)	(875.62)	(3,502.48)	0.00	(6,464.52)	64.85%
52208	Mers Pension	32,115.00	2,729.26	10,230.04	0.00	21,884.96	68.14%
52218	TIAA	0.00	103.88	389.41	0.00	(389.41)	(100.00)%
52301	FICA	28,385.00	896.17	3,962.06	0.00	24,422.94	86.04%
52302	Medicare	0.00	209.59	926.61	0.00	(926.61)	(100.00)%
52401	Deferred Compensation	2,001.00	0.00	0.00	0.00	2,001.00	100.00%
52902	Employee Assistance	38.00	0.00	0.00	0.00	38.00	100.00%
53000	Purchased Professional Services	7,500.00	646.80	825.20	15.00	6,659.80	88.79%

**City of East Providence, RI**  
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 From 2/1/2022 Through 2/28/2022  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
53300	Professional Development	200.00	0.00	0.00	0.00	200.00	100.00%
53705	Postage	1,200.00	0.00	63.07	0.00	1,136.93	94.74%
53706	Food	1,500.00	31.97	31.97	0.00	1,468.03	97.86%
54402	Water	1,500.00	53.47	397.09	0.00	1,102.91	73.52%
54403	Telephone/Communications	1,300.00	63.61	244.32	0.00	1,055.68	81.20%
54600	Rentals	4,400.00	0.00	10.20	0.00	4,389.80	99.76%
55400	Advertising, Printing	1,500.00	0.00	0.00	0.00	1,500.00	100.00%
56100	General Office Expense	1,800.00	24.99	296.20	(23.99)	1,527.79	84.87%
56209	Heating Gas/Oil	7,500.00	1,659.10	3,849.80	0.00	3,650.20	48.66%
56211	Gas, Oil & Lubricants	7,200.00	202.01	1,556.40	0.00	5,643.60	78.38%
56215	Electricity	6,000.00	730.05	3,101.96	0.00	2,898.04	48.30%
56219	Supplies - Cleaning	2,200.00	0.00	0.00	0.00	2,200.00	100.00%
56221	Supplies - Recreation	5,000.00	467.75	960.18	224.58	3,815.24	76.30%
57001	Fireworks	14,000.00	0.00	0.00	0.00	14,000.00	100.00%
57004	Winterfest	6,100.00	0.00	12,633.47	0.00	(6,533.47)	(107.10)%
57301	Repairs - Vehicles	5,500.00	0.00	112.94	0.00	5,387.06	97.94%
57305	Repair & Maintenance -Equipm...	1,100.00	271.29	606.91	0.00	493.09	44.82%
57311	Technology Software	4,400.00	4,700.00	4,700.00	4,700.00	(5,000.00)	(113.63)%
58102	Dues & Fees	500.00	0.00	0.00	0.00	500.00	100.00%
<b>Total 800</b>	<b>Recreation</b>	<b>559,680.00</b>	<b>27,705.93</b>	<b>129,006.77</b>	<b>4,915.59</b>	<b>425,757.64</b>	<b>76.07%</b>
<b>801</b>	<b>Pierce Stadium</b>						
53000	Purchased Professional Services	9,000.00	0.00	0.00	0.00	9,000.00	100.00%
54310	Repairs - Building	20,000.00	0.00	0.00	808.63	19,191.37	95.95%
54311	Repairs - Equipment	5,500.00	0.00	0.00	571.48	4,928.52	89.60%
54312	Repairs - Field	15,000.00	0.00	359.73	913.61	13,726.66	91.51%
54403	Telephone/Communications	0.00	0.00	241.02	0.00	(241.02)	(100.00)%
56211	Gas, Oil & Lubricants	500.00	0.00	0.00	0.00	500.00	100.00%
56215	Electricity	70,000.00	4,354.73	12,531.70	0.00	57,468.30	82.09%
<b>Total 801</b>	<b>Pierce Stadium</b>	<b>120,000.00</b>	<b>4,354.73</b>	<b>13,132.45</b>	<b>2,293.72</b>	<b>104,573.83</b>	<b>87.15%</b>
<b>850</b>	<b>Carousel</b>						
51110	Regular Salaries	42,457.00	3,265.90	12,247.12	0.00	30,209.88	71.15%
51116	Part Time / Temporary Pay	66,981.00	1,148.00	4,361.00	0.00	62,620.00	93.48%
51133	Longevity	1,798.00	0.00	0.00	0.00	1,798.00	100.00%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
 \* This report may be affected by Account Level Security

Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
52101	Health Insurance	20,983.00	0.00	5,151.39	0.00	15,831.61	75.44%
52102	Life Insurance	440.00	0.00	113.67	0.00	326.33	74.16%
52103	Dental Insurance	1,006.00	0.00	81.30	0.00	924.70	91.91%
52110	Health Coshare	(3,148.00)	(241.58)	(966.32)	0.00	(2,181.68)	69.30%
52208	Mers Pension	9,541.00	704.12	2,640.45	0.00	6,900.55	72.32%
52218	TIAA	0.00	32.66	122.47	0.00	(122.47)	(100.00)%
52301	FICA	8,551.00	246.76	928.81	0.00	7,622.19	89.13%
52302	Medicare	0.00	57.71	217.22	0.00	(217.22)	(100.00)%
52902	Employee Assistance	15.00	0.00	0.00	0.00	15.00	100.00%
54402	Water	1,000.00	19.60	19.60	13.34	967.06	96.70%
54403	Telephone/Communications	2,310.00	48.21	282.12	0.00	2,027.88	87.78%
55401	Advertising - Subdivision	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
55800	Training & Conferences	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
56215	Electricity	2,400.00	202.97	675.13	0.00	1,724.87	71.86%
58000	Fees And Maintenance	7,003.00	5.12	1,710.51	271.96	5,020.53	71.69%
Total 850	Carousel	164,337.00	5,489.47	27,584.47	285.30	136,467.23	83.04%
900	Miscellaneous						
52108	East Bay Community Action Pro...	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
52122	Health Benefits - Retirees	3,000,000.00	0.00	770,107.87	0.00	2,229,892.13	74.32%
52125	Dental Insurance Retirees	1,000.00	0.00	248.22	0.00	751.78	75.17%
52126	Life Insurance Retirees	36,000.00	0.00	8,997.76	0.00	27,002.24	75.00%
53104	Workers Compensation	525,000.00	0.00	1,484.68	0.00	523,515.32	99.71%
53402	Legal Services	125,000.00	19,471.08	62,249.80	(10,605.18)	73,355.38	58.68%
53403	Other Professional Services	50,000.00	0.00	33,380.00	(46,514.25)	63,134.25	126.26%
53411	Grant Matching Funds	40,000.00	0.00	0.00	0.00	40,000.00	100.00%
54910	Rent	3,000.00	250.00	1,000.00	0.00	2,000.00	66.66%
55201	Liability Insurance	950,000.00	0.00	(12.00)	0.00	950,012.00	100.00%
58103	Ri League Of Cities & Towns	22,767.00	0.00	0.00	0.00	22,767.00	100.00%
58200	1% Capital Reserve	1,385,000.00	0.00	0.00	0.00	1,385,000.00	100.00%
58206	Claims & Settlements	150,000.00	0.00	12,075.97	0.00	137,924.03	91.94%
58901	Miscellaneous	0.00	0.00	12,468.39	0.00	(12,468.39)	(100.00)%
58902	Bank Charges	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
58999	COVID Expenses	0.00	2,199.60	4,231.35	0.00	(4,231.35)	(100.00)%
Total 900	Miscellaneous	6,312,767.00	21,920.68	906,232.04	(57,119.43)	5,463,654.39	86.55%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
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Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
905	Debt						
58508	2010 7.777 Rihebc Bond	814,186.00	0.00	0.00	0.00	814,186.00	100.00%
58509	2010 3.955 Rihebc Bond	384,335.00	0.00	0.00	0.00	384,335.00	100.00%
58510	2012 15M Rihebc Bond	1,086,275.00	0.00	0.00	0.00	1,086,275.00	100.00%
58511	2010 5M Go Bond	309,950.00	0.00	0.00	0.00	309,950.00	100.00%
58514	Library Share Of Bonds	(86,250.00)	0.00	0.00	0.00	(86,250.00)	100.00%
58515	State Road Birdge Revolving Fu...	140,107.00	6,053.65	6,053.65	0.00	134,053.35	95.67%
58516	2014 Refunding Bond 99-04	1,002,643.00	0.00	30,830.74	0.00	971,812.26	96.92%
58517	2017 Efficient Bldg Bond	196,894.00	25,952.42	25,952.42	0.00	170,941.58	86.81%
58519	Rihebc High School Bond	7,944,864.00	0.00	0.00	0.00	7,944,864.00	100.00%
58520	2020 Redunding Bond For 201...	0.00	0.00	37,475.00	0.00	(37,475.00)	(100.00)%
58521	Fy 21 Riib \$24M High School	0.00	151,367.60	151,367.60	0.00	(151,367.60)	(100.00)%
58599	Bond/Ran/Tan/Riib Fees	50,000.00	0.00	1,000.00	0.00	49,000.00	98.00%
58601	Tan Interest	200,000.00	0.00	0.00	0.00	200,000.00	100.00%
Total 905	Debt	12,043,004.00	183,373.67	252,679.41	0.00	11,790,324.59	97.90%
910	Capital						
59610	Capital - Engineering	756,000.00	0.00	0.00	0.00	756,000.00	100.00%
59630	Capital - Highway	360,000.00	0.00	0.00	0.00	360,000.00	100.00%
59660	Capital - Public Buildings	456,905.00	0.00	0.00	0.00	456,905.00	100.00%
59670	Capital - Central Garage	87,000.00	0.00	0.00	0.00	87,000.00	100.00%
59700	Capital - Police	175,000.00	0.00	0.00	0.00	175,000.00	100.00%
59750	Capital - Fire	233,000.00	0.00	0.00	0.00	233,000.00	100.00%
59800	Capital - Recreation	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
59840	Capital - Parks	687,000.00	0.00	0.00	0.00	687,000.00	100.00%
59999	Transfer Out	12,000.00	0.00	0.00	0.00	12,000.00	100.00%
Total 910	Capital	2,796,905.00	0.00	0.00	0.00	2,796,905.00	100.00%
950	School Dept						
55000	Program Costs	89,844,519.00	7,300,000.00	29,200,000.00	0.00	60,644,519.00	67.49%
Total 950	School Dept	89,844,519.00	7,300,000.00	29,200,000.00	0.00	60,644,519.00	67.50%
	Total 11000 - General Fund	177,570,346.00	11,955,781.14	48,920,083.07	(913,899.30)	129,564,162.23	72.96%

**City of East Providence, RI**  
 Encumbrance Budget \*  
 11000 - General Fund  
 From 2/1/2022 Through 2/28/2022  
 \* This report may be affected by Account Level Security

Account Code	Account Title	FY 22 Budget	Current Period Actual	YTD Actual	YTD Enc	Remaining Balance	Percent Total Budget Remaining - Revised
Report Total		177,570,346.00	11,955,781.14	48,920,083.07	(913,899.30)	129,564,162.23	72.96%

City of East Providence  
Office of the Mayor



Mayoral Proclamation

**“201<sup>ST</sup> ANNIVERSARY OF GREEK INDEPENDENCE DAY”**

*WHEREAS, On March 25, 1821, the Feast Day of the Annunciation, the Greek nation reclaimed its ancient heritage as the “Cradle of Democracy”; and*

*WHEREAS, Conquered by the Ottoman Turks in the 15<sup>th</sup> century, Greece waged a successful war of Independence (1821-1829) and re-instituted a democratic form of government; and*

*WHEREAS, The People of the United States generously offered humanitarian assistance to the Greek people during their struggle for independence; and*

*WHEREAS, Hundreds of thousands of civilians were killed in Greece during World War II; and*

*WHEREAS, Greece is one of only three nations in the world, beyond the former British Empire, that has been allied with the United States in every major international conflict over the last 101 years; and*

*WHEREAS, Greece, located in a region where Christianity meets Islam and Judaism, maintains excellent relations with Israel and Muslim Nations, and demonstrates religious tolerance; and*

*WHEREAS, Greece and the United States are at the forefront of the effort for freedom, democracy, peace, stability and human rights; and*

*WHEREAS, In East Providence, the residents of Greek heritage are an instrumental addition to the City as our neighbors, friends and business owners and have proven to be an integral part of the community.*

**THEREFORE, I, Mayor Roberto L. DaSilva, on behalf of the city of East Providence, proclaim on this day Friday, March 25, 2022 as the 201<sup>ST</sup> ANNIVERSARY OF GREEK 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 25<sup>th</sup> day of March, 2022.*

Roberto L. DaSilva  
Mayor



**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION ESTABLISHING THE EAST PROVIDENCE CITY COUNCIL  
DOG PARK ADVISORY COMMITTEE**

**WHEREAS**, the City Council passed an ordinance on June 2, 2020 authorizing the Director of Public Works to designate certain parks within the City as dog parks; and

**WHEREAS**, pursuant to that authority, the Director of Public Works has designated Hunts Mill Dog Park and Kent Park as such a facility; and

**WHEREAS**, the community and animal advocates have expressed an interest in advising the City Council on dog park improvements, rules and regulations, and other issues related to the parks' care, maintenance and supervision, and

**WHEREAS**, the City Council desires to formally appoint an advisory committee of interested East Providence citizens to assist the City Council in making its dog parks safe, user friendly, and enjoyable for all people and their pets.

**NOW, THEREFORE, BE IT IS RESOLVED**, the East Providence City Council hereby declares and establishes the East Providence Dog Park Advisory Committee.

The Advisory Committee shall consist of seven (7) members to be appointed by the City Council and is specifically charged with the following duties and responsibilities:

1. Advise the City Council related to the care, use, and maintenance of city established dog parks;
2. Advise the City Council on public and private grant opportunities related to the funding and improvement of city-owned dog parks;
3. Recommend the passage of ordinances and/or rules and regulations related to dog park use, hours of operation, and other similar measures;
4. Recommend the location and/or expansion of future dog parks within the City of East Providence;
5. The Advisory Committee shall comply with all applicable provisions of the Rhode Island Open Meetings Act.

This resolution shall take effect upon passage.

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

Attest:

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

Introduced by: Council President Britto

**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

**RESOLUTION ACKNOWLEDGING EAST PROVIDENCE AS A PART OF SOWAMS,  
THE ANCESTRAL HOME OF THE POKANOKET TRIBE**

**WHEREAS**, East Providence is one of several Rhode Island cities and towns within the Sowams Heritage Area; and

**WHEREAS**, Sowams is the ancestral home of the Pokanoket tribe, where they lived and thrived for the nearly 12,000 years between the last glacial retreat and the establishment of European colonies in New England; and

**WHEREAS**, Sowams is historically significant as a cultural nexus between Indigenous and European peoples; and

**WHEREAS**, the towns of Barrington and Warren have officially acknowledged these facts, and that their boundaries lie within the Sowams Heritage area; and

**WHEREAS**, the City East Providence City Council pays honor to, and has deep respect for, the ancestries and cultural contributions of all of its people.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of East Providence makes the following land acknowledgement, to be displayed at the beginning of all future Council meetings:

Welcome to Sowams, the ancestral home of the Pokanoket people for ten thousand (10,000) years prior to settler colonization.

We pay tribute to the tribal elders and people of this community who served and continue to serve as stewards of the lands and waterways of Rhode Island and Massachusetts.

We recognize the unique and enduring relationship that exists between Indigenous People and their traditional territories. We acknowledge that our community was a part of the larger ancestral homeland of the Pokanoket Tribe/Pokanoket Nation.

Let this acknowledgement serve as a reminder of our ongoing efforts to recognize, honor, reconcile and partner with the Pokanoket people for the benefit of the lands and water of Sowams.

This resolution shall take effect upon passage.

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

Attest:

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

Introduced by: Council Vice President Rodericks and Councilman Cahoon

**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**RESOLUTION NO.**

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

**WHEREAS**, the current Lease Agreement between the City of East Providence and Live Nation Worldwide, Inc. will expire as of June 15, 2022; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Providence hereby authorizes the Mayor of the City of East Providence to execute the Lease Agreement between the City of East Providence and Live Nation Worldwide, Inc. attached hereto as Exhibit A.

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

Attest:

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

Introduced by: Council Vice President Rodericks

## LEASE AGREEMENT

This **LEASE AGREEMENT** (this "**Lease**") is made this \_\_\_\_ day of March, 2022 (the "**Effective Date**"), by and between the CITY OF EAST PROVIDENCE, RHODE ISLAND ("**City**") and LIVE NATION WORLDWIDE, INC., a Delaware corporation, ("**Live Nation**").

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

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

2. **Term.** The term of this Agreement (the "**Term**"), will be for the period commencing June 15, 2022 and ending on June 15, 2023. The Term will consist only of six (6) month periods from May through October of venue operations each year. Under no circumstances shall the Term for venue operations each year exceed six (6) months.

3. **Use of Facility.**

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

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

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

(d) During each Season of the Term, Live Nation shall have the exclusive right to set and control the price of admission for all performances and other entertainment events presented at the Premises and the price of all goods, merchandise, food, beverages and catering services offered at the Premises.

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

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

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

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

(a) During the 2022 season, Live Nation shall pay the City an amount equal to: (i) \$1.20 per paid ticket to events held at the Premises. Live Nation shall pay the City \$1.00 per ticket per private event. The fees will be paid within thirty (30) days of each event and such payment obligation shall survive the expiration of the Term.

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

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

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

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

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

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

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

9. **Repair and Maintenance Obligations.**

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

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

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

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

10. **Operator Obligations to Setup and Teardown Temporary Event Improvements.** Notwithstanding anything to the contrary contained in this Agreement, Live Nation, at its sole cost and expense and without the necessity of obtaining consent (except for any required permits) of the City, shall

have the right, but not the obligation to make such improvements and alterations, perform such work, and install such fixtures, equipment and personalty as Live Nation desires in connection with creating a temporary live entertainment facility and operation at the Premises, including, without limitation, parking areas, buildings, stage areas and associated rigging, backstage areas, concession areas, storage areas, seating areas, security areas, lighting and sound areas and towers, restrooms, ticketing offices, loading docks, fencing, (the "Live Nation Temporary Facilities"). Live Nation shall effect its work in installing, setting up and tearing down the Live Nation Temporary Facilities in compliance with all applicable laws. At the end of each Season, Live Nation shall return possession and use of the Premises to City in as good condition as existed at the beginning of the applicable Season and City shall return possession and use of the Premises to Live Nation at the beginning of each Season in the same condition as when received by Live Nation.

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

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

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

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

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

16. **Taxes/Permits.**

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



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

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

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

18. **Liability Insurance.**

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

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

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

19. **Mechanic's liens.**

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

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

pendency of the proceedings, a lien may continue until disposition of the proceedings, and after disposition thereof, Live Nation will cause said lien to be released or discharged. Live Nation shall have the right to bond over any such lien or claim.

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

21. **Event of Default; Termination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Force Majeure.** For the purpose of any of the provisions of this Agreement, neither the City nor Live Nation, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations in the event of enforced delay in the performance of its obligations due to causes beyond its control (exclusive of shortage of funds), including but not restricted to, strikes, lockouts, actions of labor union, lack of availability of qualified or trained personnel or trades, artist cancellation, riots, floods, fires, explosions, or other casualties, or acts of God, acts of government (other than the City), decrees and orders of courts, and acts of the other party. It is the purpose and intent of this Section that in the event of the occurrence of such an event, this Agreement shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the notice of default from the other, give written notice to the other party thereof of the cause or causes thereof.

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

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

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

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

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

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

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

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

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

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

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

39. **Representation by Counsel.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of a party hereto having or being deemed to have drafted, structured or dictated such

provision. Each party hereto has been represented by its own counsel. This Agreement has been freely negotiated by all parties hereto.

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

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

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

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

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

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

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

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

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

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

(b) Certificates of insurance.

(signature page to follow)

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

ATTEST/WITNESS:

CITY OF EAST PROVIDENCE

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

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

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

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

ATTEST/WITNESS

LIVE NATION WORLDWIDE, INC.

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

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

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

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

Approved:

City of East Providence Law Department

\_\_\_\_\_

STATE OF RHODE ISLAND

CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION REQUESTING THE GENERAL ASSEMBLY AUTHORIZE AN ACT  
RELATED TO THE BORROWING OF UP TO 10 MILLION DOLLARS  
FOR A MULTI-PURPOSE COMMUNITY RECREATION COMPLEX**

**WHEREAS**, in 2002, the voters of the City of East Providence approved a bond issue for the design and conversation of the Martin Middle School site into a multi-purpose community recreation complex by a vote of 53% to 46%; and

**WHEREAS**, the complex was never built and the Martin Middle School continues to operate as an educational facility for the East Providence School Department; and

**WHEREAS**, the will of the voters was never carried out and now more than 20 years has passed since the approval of the 2002 bond issue; and

**WHEREAS**, the need for a multi-purpose community recreation complex is needed for the benefit of the community of East Providence.

**NOW THEREFORE BE IT RESOLVED** that the East Providence City Council formally requests that the General Assembly take any and all necessary actions to pass a specific bond issue not to exceed 10 million dollars for the design, purchase and building of a multi-purpose community recreation complex within the City of East Providence subject to the approval of the voters of the bond at the November 2022 general election.

The City Clerk is directed to send a certified copy of this resolution to all members of the General Assembly that represent East Providence and to the Speaker of the Rhode Island House and the President of the State Senate.

This resolution shall take effect upon passage.

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

Attest:

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

Introduced by: Councilwoman Sousa

Nov, 5  
2002

**LOCAL QUESTIONS**

6. CONSTRUCTION OF STREETS AND SIDEWALKS AND LIBRARY FACILITIES BONDS AND NOTES NOT TO EXCEED \$4,500,000 (Chapters 270/343 - Public Laws 2002)

\*Shall an Act, passed at the 2002 session of the general assembly, entitled 'AN ACT AUTHORIZING THE CITY OF EAST PROVIDENCE TO FINANCE THE PLANNING, CONSTRUCTION AND RECONSTRUCTION OF STREETS AND/OR SIDEWALKS WITHIN THE CITY AND THE DESIGN AND CONSTRUCTION OF A NEW LIBRARY IN THE RIVERSIDE SECTION OF THE CITY AND TO ISSUE NOT MORE THAN \$4,500,000 BONDS AND NOTES THEREFOR' be approved?\*

Question 6 APPROVE ←

Question 6 REJECT ←



7. DESIGN AND CONVERSION OF THE MARTIN MIDDLE SCHOOL AND ITS SITE INTO A MULTI-PURPOSE COMMUNITY/RECREATION COMPLEX BONDS AND NOTES NOT TO EXCEED \$5,000,000 (Chapters 268/344 - Public Laws 2002)

\*Shall an Act, passed at the 2002 session of the general assembly, entitled 'AN ACT AUTHORIZING THE CITY OF EAST PROVIDENCE, UPON THE ABANDONMENT OF THE MARTIN MIDDLE SCHOOL BY THE SCHOOL DEPARTMENT OF THE CITY, TO FINANCE THE DESIGN AND CONVERSION OF THE MARTIN MIDDLE SCHOOL AND ITS SITE INTO A MULTI-PURPOSE COMMUNITY/RECREATION COMPLEX AND TO ISSUE NOT MORE THAN \$5,000,000 BONDS AND NOTES THEREFOR' be approved?\*

Question 7 APPROVE ←

Question 7 REJECT ←

**LOCAL QUESTIONS**

8. REPAIR, RENOVATION AND IMPROVEMENTS TO SCHOOL FACILITIES BONDS AND NOTES NOT TO EXCEED \$9,000,000 (Chapters 272/348 - Public Laws 2002)

\*Shall an Act, passed at the 2002 session of the general assembly, entitled 'AN ACT AUTHORIZING THE CITY OF EAST PROVIDENCE TO FINANCE THE REPAIRS, RENOVATIONS, AND ENERGY EFFICIENCY IMPROVEMENTS TO CITY SCHOOLS AND TO ISSUE NOT MORE THAN \$9,000,000 BONDS AND NOTES THEREFOR' be approved?\*

Question 8 APPROVE ←

Question 8 REJECT ←

9. CONSTRUCTION AND IMPROVEMENTS TO LOOFF CAROUSEL, WATCHEMOKET STORM DRAIN, POLICE STATION, RECREATIONAL FACILITIES, WARREN AVENUE, SANITARY SEWERS AND STORM DRAINS, WATERFRONT DEVELOPMENT, THE ACQUISITION OF PROPERTY AND THE PLANNING OF A NEW FIRE STATION BONDS AND NOTES NOT TO EXCEED \$4,500,000 (Chapters 273/349 - Public Laws 2002)

\*Shall an Act, passed at the 2002 session of the general assembly, entitled 'AN ACT AUTHORIZING THE CITY OF EAST PROVIDENCE TO FINANCE THE FOLLOWING PROJECTS IN THE CITY: REPAIRS TO THE LOOFF CAROUSEL, UPGRADE OF THE WATCHEMOKET STORM DRAIN; REPAIRS AND RENOVATIONS TO THE POLICE STATION; FEASIBILITY STUDY AND PRELIMINARY PLANNING FOR A NEW FIRE STATION; WATERFRONT DEVELOPMENT; SOCCER FIELD AND OTHER RECREATIONAL FACILITY DEVELOPMENT; WARREN AVENUE STREET SCAPE; THE ACQUISITION OF PROPERTY; AND REPAIRS AND IMPROVEMENTS TO THE STORM DRAINAGE AND SANITARY SEWER SYSTEMS AND TO ISSUE NOT MORE THAN \$4,500,000 BONDS AND NOTES THEREFOR' be approved?\*

Question 9 APPROVE ←

Question 9 REJECT ←



SUMMARY REPORT

STATE OF RHODE ISLAND  
GENERAL ELECTION  
TUESDAY, NOVEMBER 5, 2002

RUN DATE:11/13/02 09:28 AM

VOTES PERCENT

WITHOUT PARTY MARKS OR DESIGNATION SCHOOL COMMITTEE

WARD 2 EAST PROVIDENCE

Helio MELO . . . . .	1,956	98.79
WRITE-IN. . . . .	24	1.21

WITHOUT PARTY MARKS OR DESIGNATION SCHOOL COMMITTEE

WARD 3 EAST PROVIDENCE

Edna M. SNOW . . . . .	2,555	98.72
WRITE-IN. . . . .	33	1.28

WITHOUT PARTY MARKS OR DESIGNATION SCHOOL COMMITTEE

WARD 4 EAST PROVIDENCE

Antone M. GOUVEIA, JR. . . . .	2,577	66.38
Michael M. MARTINOUS, JR. . . . .	1,295	33.36
WRITE-IN. . . . .	10	.26

WITHOUT PARTY MARKS OR DESIGNATION SCHOOL COMMITTEE

AT-LARGE CITY OF EAST PROVIDENCE

Mildred S. MORRIS . . . . .	10,677	98.82
WRITE-IN. . . . .	128	1.18

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STATE-WIDE QUESTION 1- State Police & Fire Academy Bonds

APPROVE . . . . .	8,533	60.70
REJECT . . . . .	5,524	39.30

STATE-WIDE QUESTION 2 Preservation, Recreation and Heritage Bonds

APPROVE . . . . .	7,756	56.01
REJECT . . . . .	6,092	43.99

STATE-WIDE QUESTION 3 - Transportation Bonds

APPROVE . . . . .	10,214	73.65
REJECT . . . . .	3,655	26.35

STATE-WIDE QUESTION 4 - Quonset Point/Davisville Bonds

APPROVE . . . . .	5,734	42.18
REJECT . . . . .	7,861	57.82

STATE-WIDE QUESTION 5 - Co-Equal Branches of Govt.

APPROVE . . . . .	9,682	71.67
REJECT . . . . .	3,827	28.33

LOCAL QUESTION 6 CITY OF EAST PROVIDENCE

APPROVE . . . . .	10,378	73.20
REJECT . . . . .	3,799	26.80

LOCAL QUESTION 7 CITY OF EAST PROVIDENCE

APPROVE . . . . .	7,475	53.27
REJECT . . . . .	6,557	46.73

LOCAL QUESTION 8 CITY OF EAST PROVIDENCE

APPROVE . . . . .	10,783	75.51
REJECT . . . . .	3,498	24.49

LOCAL QUESTION 9 CITY OF EAST PROVIDENCE

APPROVE . . . . .	9,534	66.97
REJECT . . . . .	4,702	33.03

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

**CHAPTER**

**AN ORDINANCE IN AMENDMENT OF CHAPTER 13 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED  
“PUBLIC PLACES”**

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

**SECTION I.** Subsection (a) of Section 13-4 entitled “Smoking at public places” of Article I entitled “In General” of Chapter 13 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Public Places” is amended to read as follows:

**Sec. 13-4. Smoking at public places.**

- (a) Since smoking is a public nuisance and dangerous to public health, it shall be unlawful for any person to smoke in any form or otherwise use tobacco products, including electronic cigarettes, or other forms of electronic nicotine delivery systems, or the use of combustible cannabis, in any public buildings, public parks or any other indoor or outdoor recreational areas or facilities owned by the city or leased by the city as lessee, and in all motor vehicles of any type or kind owned, rented, leased or used by the city or any of its departments, boards, or commissions.

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

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

Attest:

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

Introduced by: Councilwoman Sousa

STATE OF RHODE ISLAND

CITY OF EAST PROVIDENCE

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 9 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED  
“MISCELLANEOUS OFFENSES”

THE COUNCIL OF THE CITY OF EAST PROVIDENCE HEREBY ORDAINS:

**SECTION I.** Section 9-13 entitled “Sale of cigarettes by vending machine prohibited” of Chapter 9 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Miscellaneous Offenses” is amended to read as follows:

**Sec. 9-13. Sale of cigarettes by vending machine prohibited.**

~~(a) No person, firm, corporation, establishment or agency shall engage in the operation of selling tobacco products, including cigarettes and electronic nicotine delivery systems by vending machine provided, however, that this section shall not apply to:~~

~~(1) Cigarette vending machines in establishments where, as a condition of entry to the premises and access to the cigarette vending machine, persons are required to be at least twenty one (21) years of age; or~~

~~(2) Vending machines equipped and used with operating lock box or similar control device which requires intervention of an adult to obtain cigarettes from the vending machine.~~

~~(b) Any person, corporation, establishment or agency that shall engage in the operation of selling cigarettes by vending machine, except as provided above, shall be punished by a fine of not less than two hundred fifty dollars (\$250) for the first offense, not less than three hundred fifty dollars (\$350) for the second offense, and not less than five hundred dollars (\$500) for the third and subsequent offense.~~

(a) No cigarettes, nor any other tobacco product, nor electronic nicotine-delivery system product shall be sold from any device or vending machine that is in an area not continuously supervised and in direct line of sight of an authorized person employed by the person, firm, or corporation that owns the business occupying the premises in which the device or vending machine is located, nor shall any tobacco product, nor electronic nicotine-delivery system product be sold from any device or vending machine that is in an area supervised by such an authorized person unless the device or vending machine is equipped with an electronic locking device that will not allow the device or vending machine to dispense a pack of cigarettes, or any other tobacco product, or electronic nicotine-delivery system product unless it is electronically unlocked from a secured position inaccessible to the public and under the supervision of an authorized person employed by the person, firm, or corporation that owns the business occupying the premises in which the device or vending machine is located. “Direct line of sight” means that the vending machine and the purchaser

of cigarettes or electronic nicotine-delivery system product must be visible to the authorized person pressing the unlock button while the unlock button is being activated. Provided a locking device shall not be required in an establishment licensed to sell alcoholic beverages that limits access to persons over the age of twenty-one (21) years.

- (b) No cigarettes, nor any other tobacco product, nor electronic nicotine-delivery system product shall be sold from any device or vending machine from which non-tobacco products are sold.

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

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

Attest:

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

Introduced by: Councilwoman Sousa

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

**CHAPTER**

**AN ORDINANCE IN AMENDMENT OF CHAPTER 9 OF THE  
REVISED ORDINANCES OF THE CITY OF EAST PROVIDENCE,  
RHODE ISLAND, 1998, AS AMENDED, ENTITLED  
“MISCELLANEOUS OFFENSES”**

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

**SECTION I.** Section 9-15 entitled “Purchase, sale or delivery of tobacco products to persons under 18 prohibited; notice of law to be posted” of Chapter 9 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Miscellaneous Offenses” is amended to read as follows:

**Sec. 9-15.1. Definitions.**

*"Bidi cigarette"* means any product that (i) contains tobacco that is wrapped in temburni or tender leaf, or that is wrapped in any other material identified by rules of the Department of Health that is similar in appearance or characteristics to the temburni or tender leaf, and (ii) does not contain a smoke filtering device.

*"Characterizing flavor"* means a distinguishable taste or aroma, other than the taste or aroma of tobacco, menthol, mint, or wintergreen, imparted either prior to or during consumption of a tobacco product or component part thereof, including, but not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice; provided, however, that no tobacco product shall be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.

*"Court"* means any appropriate district court of the state of Rhode Island and/or municipal court of the City of East Providence.

*"Dealer"* is synonymous with the term "retail tobacco products dealer."

*"Department of behavioral healthcare, developmental disabilities and hospitals"* means the state of Rhode Island behavioral healthcare, developmental disabilities and hospitals department, its employees, agents or assigns.

*"Department of taxation"* means the state of Rhode Island taxation division, its 13 employees, agents, or assigns.

*"License"* is synonymous with the term "retail tobacco products dealer license" or "electronic nicotine-delivery system license or any license issued under chapter 20 of title 44 or 16 chapter 1 of title 23" of Rhode Island General Laws

*"License holder"* is synonymous with the term "retail tobacco products dealer" or "electronic nicotine-delivery system license or any licenses issued under chapter 20 of title 44 or 19 chapter 1 of title 23" of Rhode Island General Laws.

*"Person"* means any individual person, firm, fiduciary, partnership, trust, association, or corporation licensed as a retail dealer to sell tobacco products within the state.

*"Retail tobacco products dealer"* means the holder of a license to sell tobacco products at retail and shall include holders of all other licenses issued under chapter 20 of title 44 or chapter 1 of title 23 of Rhode Island General Laws.

*"Retail tobacco products dealer license"* means a license to sell tobacco products at retail as issued by the State of Rhode Island Department of Taxation.

*"Spitting tobacco"* also means snuff, powdered tobacco, chewing tobacco, dipping tobacco, pouch tobacco, or smokeless tobacco.

*"Tobacco product(s)"* means any product(s) containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a little cigar as defined in Rhode Island General Laws Section § 44-20.2-1, and any and all products as defined in Rhode Island General Law Section § 44-20-1, electronic nicotine-delivery system products, or any added substance that may be aerosolized, vaporized, or otherwise delivered by such an electronic nicotine-delivery system device, whether or not that substance contains nicotine.

*"Tobacco product(s)"* does not include drugs, devices, or combination products intended to treat tobacco or nicotine dependence that are authorized by the United States Food and Drug Administration, as those terms are defined in the federal Food, Drug and Cosmetic Act. Nor does it include such authorized drugs, devices or combination products with such treatment purpose by individuals under age twenty-one (21) if prescribed by a licensed prescriber such as a physician, nurse practitioner or physician assistant.

*"Underage individual"* or *"underage individuals"* means any child individual under the age of twenty-one (21).

*"Little cigars"* means and includes any roll, made wholly or in part of tobacco, irrespective of size or shape, and irrespective of whether the tobacco is flavored, adulterated, or mixed with any other ingredient, where such roll has a wrapper or cover made of tobacco wrapped in leaf tobacco or any substance containing tobacco paper or any other material, and where such roll has an integrated filter, except where such wrapper is wholly or in greater part made of tobacco and where such roll has an integrated filter and weighs over four (4) pounds per thousand (1,000).

*"Electronic nicotine-delivery system"* means an electronic device that may be used to simulate smoking in the delivery of nicotine or other substance to a person inhaling from the device, and includes, but is not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic little cigars, electronic pipe, or electronic hookah, "heat not burn products," e-liquids, e-liquid products, or any related device and any cartridge or other component of such device.

*"Electronic nicotine-delivery system product"* means any combination of electronic nicotine-delivery system and/or e-liquid and/or any derivative thereof, and/or any e-liquid container. Electronic nicotine-delivery system products shall not include hemp-derived consumable cannabidiol (CBD) products as defined in Rhode Island General Laws Section § 2-26-3.

*"E-liquid"* and *"e-liquid products"* means any liquid or substance placed in or sold for use in an electronic nicotine-delivery system which generally utilizes a heating element that aerosolizes, vaporizes, or combusts a liquid or other substance containing nicotine or nicotine derivative:

- i. Whether the liquid or substance contains nicotine or a nicotine derivative; or
- ii. Whether sold separately or sold in combination with a personal vaporizer, electronic nicotine-delivery system, or an electronic inhaler.

*"Flavored tobacco product"* means any tobacco product, other than a cigarette, that contains a constituent that imparts a characterizing flavor.

*"Package or packaging"* means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

*"Person"* means any natural person, partnership, firm, joint stock company, corporation, or employee thereof, or other legal entity.

*"Sale or sell"* means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

*"Tobacco product"* means: (1) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoke, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; and (2) any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah. Notwithstanding any provision of clauses (1) and (2) in this definition to the contrary, tobacco product includes any component, part, or accessory of a tobacco product, whether or not sold separately; tobacco product does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

“*Vending machine*” means any mechanical, electric, or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses tobacco products.

**Sec. 9-15.2. Purchase, sale or delivery of tobacco products to persons under twenty-one (21) prohibited; notice of law to be posted.**

- (a) No person under shall purchase, nor shall any person sell, give, or deliver to any individual under twenty-one (21) years of age, any tobacco product in the form of cigarettes, bidi cigarettes, cigars, little cigars, flavored cigars known as "blunts," unflavored "blunts," flavored and unflavored blunt wraps, cigarette rolling papers of any size or composition, cigarillos and tiparillos, pipe tobacco, chewing tobacco, snuff, electronic nicotine-delivery system products, vaping devices or any and all products as defined in Rhode Island General Laws § 44-20-1.
- (b) The distribution and/or redemption of free tobacco products, including electronic nicotine-delivery system products or coupons or vouchers redeemable for free or discounted tobacco products, including electronic nicotine-delivery system products, to any individual under twenty-one (21) years of age shall be prohibited. Further, the distribution and/or redemption of free tobacco products, including electronic nicotine-delivery systems system products or coupons or vouchers redeemable for free or discounted tobacco products, or including electronic nicotine-delivery system products, shall be prohibited, regardless of the age of the individual to whom the products, coupons, or vouchers are distributed, within five hundred feet (500') of any school. The East Providence police department, or their officers or agents, shall bring an action for any violation of this section. Every separate, free or discounted tobacco product, including an electronic nicotine delivery system product or coupon or voucher redeemable for a free or discounted tobacco product, including an or electronic nicotine-delivery system or product, in violation of this section shall constitute a separate offense subject to a fine of five hundred dollars (\$500). The penalty shall be assessed against the person or individual responsible for initiating the distribution of the free or discounted tobacco products, including electronic nicotine-delivery systems system products or coupons or vouchers redeemable for free or discounted tobacco products, including electronic nicotine-delivery system products, and/or against the person or individual responsible for the redemption of such coupons or vouchers.
- (c) Sale of flavored electronic nicotine system delivery products and non-cigarette tobacco products prohibited. No licensee, or employee or agent of such licensee, shall sell any flavored tobacco product to a consumer. A non-cigarette tobacco product is presumed to be a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees has: (1) made a public statement or claim that the non-cigarette tobacco product has or produces a characterizing flavor, including, but not limited to, text and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate information about the flavor, taste, or aroma of a non-cigarette tobacco product; or (2) taken action directed to consumers that would be reasonably expected to result in consumers believing that the non-cigarette tobacco product imparts a characterizing flavor.



Each licensee shall maintain on the premises the original labeling and packaging provided by the manufacturer for all tobacco products that are sold or offered for sale by the licensee separately from the original packaging designed for retail sale to the consumer. The original labeling and packaging from which the contents are sold separately shall be maintained during such time as the contents of the package are offered for sale, and may be disposed of upon the sale of the entire contents of such package. Flavor is characterized by a distinguishable taste or aroma, other than the taste or aroma of tobacco, menthol, minter or wintergreen, imparted either prior to or during consumption of a tobacco product or component thereof, including, but not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverages, her, or spice; provided, however, that no tobacco product shall be determined to have charactering flavor solely because of the use of additives of flavorings or the provision of ingredient information.

“Tobacco product” does not include a product that has been approved by the United States Food and Drug Administration for sales as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.

**Sec. 9-15.3. Nature and size of penalties.**

- (a) The license holder is responsible for all violations of this section that occur at the location for which the license is issued. Any license holder who or that violates the prohibition of Sec. 9-15.2 shall be subject to civil fines as follows:
  - (1) A fine of two hundred fifty dollars (\$250) for the first violation within any thirty-six month (36) period;
  - (2) A fine of five hundred dollars (\$500) for the second violation within any thirty-six month (36) period;
  - (3) A fine of one thousand dollars (\$1,000) and a fourteen-day (14) suspension of the license to sell tobacco products or electronic nicotine-delivery systems for the third violation within any thirty-six-month (36) period;
  - (4) A fine of one thousand five hundred dollars (\$1,500) and a ninety-day (90) suspension of the license to sell tobacco products or electronic nicotine-delivery systems for each violation in excess of three (3).
- (b) All fines collected by municipal court or the East Providence City Council sitting as the licensing commission hereunder shall be paid to the City of East Providence. It is the intent of this legislation that all fines collected by the City of East Providence hereunder shall be used for the purpose of the East Providence Police Department conducting tobacco produce compliance checks and the East Providence Prevention Coalition providing tobacco education.
- (c) Any person violating this section shall be cited for such violation and may:

- (1) Pay the fine indicated on the citation either by mail or in person, within 20 days after receiving the citation; or
  - (2) Shall be required to appear in the Municipal Court for the City of East Providence for a hearing on that citation.
- (d) The Board of Licenses may suspend the imposition of a license suspension of the license secured from the city for a violation of sections 9-15.3(a)(3) and 9-15.3(a)(4) of this section if the board finds that the license holder has taken measures to prevent the sale of tobacco products, including electronic nicotine-delivery system products, to an underage individual and the license holder can demonstrate to the court that those measures have been taken and that employees have received training. No person or individual shall sell tobacco products, including electronic nicotine-delivery system products, at retail without first being trained in the legal sale of tobacco products, including electronic nicotine-delivery system products. Training shall teach employees what constitutes a tobacco product, including an electronic nicotine-delivery system product; legal age of sale; acceptable identification; how to refuse a direct sale to an underage individual or secondary sale to an individual twenty-one (21) years or older; and all applicable laws on tobacco sales and distribution. Dealers shall maintain records indicating that the provisions of this section were reviewed with all employees who conduct, or will conduct, tobacco product sales, including electronic nicotine-delivery system product sales. Each employee who sells or will sell tobacco products, including electronic nicotine-delivery system products, shall sign an acknowledgement form attesting that the provisions of this section were reviewed with him or her. Each form shall be maintained by the retailer for as long as the employee is so employed and for no less than one year after termination of employment. The measures to prevent the sale of tobacco products, including electronic nicotine-delivery system products, to underage individuals shall be defined by the department of behavioral healthcare, developmental disabilities and hospitals in rules and regulations.

This ordinance shall become effective on \_\_\_\_\_.

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

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

Attest:

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

Introduced by: Councilwoman Sousa

**STATE OF RHODE ISLAND**

**CITY OF EAST PROVIDENCE**

**CHAPTER**

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

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

**SECTION I.** Chapter 8 of the Revised Ordinances of the City of East Providence, Rhode Island, 1998, as amended, entitled “Licenses and Business Regulations” is hereby amended by adding thereto the following:

**ARTICLE XXIV. TOBACCO LICENSE**

**Sec. 8-591. License required.**

It shall be unlawful to sell or to possess with the intention of selling tobacco products within the city without having first obtained a tobacco dealer’s license pursuant to this article. Such license shall be in addition to any other license required by state and/or federal law. A tobacco dealer’s license is valid for one person at one location and may not be transferred from one person to another or from one location to another. Failure to obtain and maintain a valid license shall result in a fine of five hundred dollars (\$500). The fee for the tobacco dealer’s license shall be one hundred dollars (\$100) per year. All licenses granted under the provisions of this article shall be displayed in a conspicuous place within the business so licensed.

**Sec. 8-592. License eligibility.**

Licenses shall only be granted to authorize the sale of tobacco products within the city at a fixed location. For example, the sale of tobacco products by persons on foot or from vehicles is prohibited.

**Sec. 8-593. License application; term.**

Application for a license shall be submitted to the board of licensees together with an application fee of one hundred dollars (\$100). A tobacco dealer’s license shall be effective through the thirty-first day of December of the calendar year for which it is issued. No license shall be granted without proof that the applicant has obtained all necessary state licenses for the sale of tobacco products.

**Sec. 8-594. Requirements and prohibitions applicable to licensees.**

- (a) No person, or employee or agent of such person, shall sell or possess with the intention of selling, give or deliver to any person under 21 years of age any tobacco products in the form of cigarettes, cigars, pipe tobacco, chewing tobacco or snuff, electronic cigarettes, e-liquids or other forms of electronic nicotine delivery systems.
- (b) No licensee, or employee or agent of such licensee, shall sell or possess with the intention of selling a tobacco product to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product.
- (c) *Display of price.* The price of each tobacco product offered for sale shall be clearly and conspicuously displayed to clearly indicate the price of the product.
- (d) *Packaging and labeling.* No licensee, or employee or agent of such licensee, shall sell any tobacco product unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements.
- (e) *Prohibition of tobacco coupons and discounts.* No licensee, or employee or agent of such licensee, shall:
  - (1) Accept or redeem, or offer to accept or redeem, or cause or hire any person to accept or redeem or offer to accept or redeem any coupon that provides any tobacco product to a consumer without charge or for less than the full retail price;
  - (2) Sell any tobacco product to a consumer through a multiple-package discount (e.g., "buy-two-get-one-free") or otherwise provide any tobacco product to a consumer for less than the full retail price in exchange for the purchase of any other tobacco product;
  - (3) Provide any free or discounted item to a consumer in exchange for the purchase of any tobacco product.
- (f) *Sale of flavored electronic nicotine delivery system products and non-cigarette tobacco products prohibited.* No licensee, or employee or agent of such licensee, shall sell any flavored tobacco product to a consumer. A non-cigarette tobacco product is presumed to be a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees has: (1) made a public statement or claim that the non-cigarette tobacco product has or produces a characterizing flavor, including, but not limited to, text and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate information about the flavor, taste, or aroma of a non-cigarette tobacco product; or (2) taken action directed to consumers that would be reasonably expected to result in consumers believing that the non-cigarette tobacco product imparts a characterizing flavor. Each licensee shall maintain on the premises the original labeling and packaging provided

by the manufacturer for all tobacco products that are sold or offered for sale by the licensee separately from the original packaging designed for retail sale to the consumer. The original labeling and packaging from which the contents are sold separately shall be maintained during such time as the contents of the package are offered for sale, and may be disposed of upon the sale of the entire contents of such package.

This subsection (f) shall not apply to the following businesses:

- (1) A smoking bar as defined in Section 23-20.10-2(15) of the Rhode Island General Laws
- (2) Hookah Lounge

**Sec. 8-595. Suspension or revocation of license – fines and costs.**

The East Providence Police Department shall enforce the provisions of this article. All licensees shall be subject to a compliance check at least two (2) times a year; violators shall be checked more frequently until two (2) consecutive compliance checks are completed without violation. If an alleged violation occurs, the East Providence Police Department shall issue a citation that will require the licensee to appear for a show cause hearing before the board of licensees. If, after a hearing, the board finds that a violation has occurred, the board shall impose a civil fine of two hundred fifty dollars (\$250) for the first offense, three hundred fifty dollars (\$350) for the second offense, and five hundred dollars (\$500) for any subsequent offense. Additionally, the board may suspend or revoke the license and/or any person violating this section may be ordered to complete tobacco retailer training as deemed appropriate by the local substance abuse task force (East Providence Prevention Coalition). If a licensee maintains its license for thirty-six (36) consecutive months without a violation, any new violation shall be treated as a first offense. It is the intent of this legislation that all fines collected by the city hereunder shall be used by the East Providence Prevention Coalition and the East Providence Police Department for the purpose of conducting tobacco product compliance checks.

Upon the issuance of any citation by the East Providence Board of Licenses, the City Clerk shall notify the state tax administrator as defined by R.I.G.L. § 44-20-1(1).

**Sec. 8-596. Use of premises during license suspension.**

During the period of any suspension of a tobacco dealer's license, the licensee shall remove all tobacco products from the retail display area of the location and secure them in a locked area for the duration of the suspension. If, at any time during the suspension period, the licensee is found to be selling, distributing, or delivering any tobacco products, the license shall be revoked.

**Sec. 8-597. Required signage.**

All license holders within the City shall post within their businesses signs provided by the department of behavioral healthcare, developmental disabilities which shall contain the following information.

(a) THE SALE OF CIGARETTES, TOBACCO PRODUCTS, INCLUDING CIGARETTES AND ELECTRONIC NICOTINE-DELIVERY SYSTEM PRODUCTS TO PERSONS INDIVIDUALS UNDER THE AGE OF 21 IS AGAINST RHODE ISLAND LAW 29 (§ 11-9-13.8(1), Rhode Island Statutes) PHOTO ID FOR PROOF OF AGE IS REQUIRED FOR PURCHASE.

(1) Contain the phone number at the department of behavioral healthcare, developmental disabilities and hospitals, where violations of Rhode Island General Law §§ 11-9-13.2 through 11-9-13.19 and City Ordinance Section 9-15.2 can be reported, in addition to any other information required by the department of behavioral healthcare, developmental disabilities and hospitals.

(2) Be displayed prominently for public view, wherever tobacco products, including electronic nicotine-delivery system products, are sold at each cash register, each tobacco and/or product vending machine, including each electronic nicotine-delivery systems system product vending machine, or any other place from which tobacco products, including electronic nicotine delivery system products, are sold. The signs shall be electronically available in both English and Spanish online at the department of behavioral healthcare, developmental disabilities and hospitals' website.

(b) Signs provided by the department of behavioral healthcare, developmental disabilities and hospitals, or an exact duplicate of it made privately, shall:

(1) Contain red bold lettering a minimum of one-quarters of an inch (1/4") high on a white background the following wording, in both English and Spanish: **WARNING: SMOKING CIGARETTES CONTRIBUTES TO LUNG DISEASE, CANCER, HEART DISEASE, STROKE AND RESPIRATORY ILLNESS AND DURING PREGNANCY MAY RESULT IN LOW BIRTH WEIGHT AND PREMATURE BIRTH.**

(2) The signs shall also include information regarding resources available to Rhode Island residents who would like to quit smoking.

(3) The signs shall be displayed prominently for public view wherever tobacco products are sold at each cash register, each tobacco vending machine, or any other place from which tobacco products are sold. The signs shall be electronically available in both English and Spanish online at the department of behavioral healthcare, developmental disabilities and hospitals' website.

(4) The department of behavioral healthcare, developmental disabilities and hospitals shall have the power and authority to develop and disseminate signs pursuant to the requirements of this section for other tobacco products, including electronic nicotine-delivery system products. The messaging included in the signs shall be based on the most current scientific evidence.

(c) Conforming signs under paragraph (a) or (b) may also be provided by the East Providence Prevention Coalition to any license holder.

**Sec. 8-598. Prohibitions applicable to license holders and their employees and agents.**

A person holding a license issued under Rhode Island General Law Chapter 20 of Title 44 and/or § 23-1-56 and Sec. 8-591, or an employee or agent of that person, is prohibited from selling, distributing, or delivering a tobacco product, including an electronic nicotine-delivery system product:

- (1) To any individual who is under twenty-one (21) years of age; or
- (2) In any form other than an original, factory-wrapped package as sealed and certified by the manufacturer; or
- (3) As a single-cigarette sale (Rhode Island General Law § 44-20-31) or as a sale of cigarettes by the individual piece known as "loosies."

**Sec. 8-599. Penalty, sign violations, other.**

- (a) Any person or individual license holder who violates a requirement of Sec. 9-15.2(b) or Sec. 9-15.2(c) shall be subject to a fine in court of not less than thirty-five dollars (\$35.00), nor more than five hundred dollars (\$500) per civil violation.
- (b) Any person who or that violates a prohibition of Sec. 8-598(3), sale of single cigarettes; or Sec. 8-598(2), regarding factory-wrapped packs as sealed and certified by the manufacturer; shall be subject to a penalty of five hundred dollars (\$500) for each violation.

This ordinance shall become effective on \_\_\_\_\_.

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

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

Attest:

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

Introduced by: Councilwoman Sousa