

**STATE OF RHODE ISLAND  
BEFORE THE RHODE ISLAND ETHICS COMMISSION**

**In re: Susan D. Menard  
Respondent**

**Complaint No. 2008-1**

**INFORMAL RESOLUTION AND SETTLEMENT**

The Respondent, Susan D. Menard, and the Rhode Island Ethics Commission hereby agree to a resolution of the above-referenced matter as follows:

**I. Findings of Fact and Admissions**

1. The Respondent was first elected as Mayor of the City of Woonsocket in November of 1995 and has served continuously in that capacity since that time. She was at all relevant times subject to the Code of Ethics in Government.

2. In her capacity as Mayor, the Respondent is the Chief Executive and Administrative Officer of the City of Woonsocket and is responsible for the administration and management of all offices, departments, and agencies

3. During the spring of 2002, the Respondent, acting in her capacity as Mayor, had telephone contact with her subordinate, Captain Richard A. Dubois ("Dubois"), Captain of Operations for the City of Woonsocket Police Department,<sup>1</sup> and suggested that he call Paramount Harley-Davidson, a business owned and operated by the Respondent's son-in-law, James Pilavin, who is married to the Respondent's daughter, to obtain pricing information on the cost of leasing four (4) Harley-Davidson motorcycles.

4. A "son-in-law" is a person within the Respondent's family, pursuant to R.I. Gen. Laws § 36-14-2(1).

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<sup>1</sup> Dubois retired from the Woonsocket Police Department on March 7, 2008.

## II. Mitigating Factors

In mitigation of the conduct detailed above, the Respondent points to the following factors which warrant the informal resolution and settlement of this matter, and which are the sole representations of the Respondent and are in no way adopted by the Commission or the Prosecution:

1. The Mayor suggested that Dubois call Paramount Harley Davidson in an effort to ensure that the City of Woonsocket received the best possible price for the police motorcycles.
2. As a result of the leases with Paramount Harley Davidson, the City of Woonsocket Police Department received a financial benefit. The price paid by the Woonsocket Police Department for the four motorcycles leased from Paramount Harley Davidson was, on an annual basis, \$2000.00 less than the price paid following a competitive bidding process by the largest Rhode Island municipal police department for the lease of the same motorcycles, with the same equipment, during the same time frame, and with the same vendor. In addition, Paramount provided one free year during the course of the leases which resulted in a \$10,000.00 savings to the city.
3. Paramount Harley Davidson leased the motorcycles to the City of Woonsocket Police Department on a "break-even" basis, and the dealership actually lost money on the leases to the Woonsocket Police Department.
4. Federal guidelines were followed prior to the acquisition of the motorcycles, which included advertising the intended lease of the motorcycles in the Woonsocket Call, and public hearings regarding the lease of the motorcycles.
5. There was no financial gain on the part of the Respondent, the Respondent's son-in-law or Paramount Harley Davidson. The violation in the present case relates solely to the fact

that the disclosures that were made may be deemed inadequate pursuant to R.I.G.L. § 36-14-5(h).

6. Presently, there are no other allegations or complaints received by the Commission regarding the Respondent. The Respondent has had a career in public service in excess of twenty-eight years, and has never before been charged by the Commission with a violation of the Code of Ethics.

### **III. Conclusions of Law**

1. The Respondent, the Mayor of the City of Woonsocket, a municipal elected position, was at all relevant times subject to R.I. Gen. Laws § 36-14-1 *et seq.*, also known as the Code of Ethics in Government.

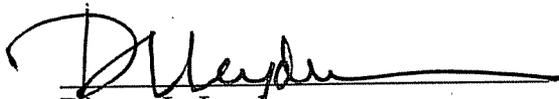
2. The Commission finds that by suggesting that her subordinate contact Paramount Harley-Davidson, a business owned and operated by the Respondent's son-in-law, the Respondent contributed to the City of Woonsocket's decision to enter into lease agreement contracts with Paramount Harley-Davidson, without adequate prior public notice or subsequent public disclosure of the contracts awarded, in violation of R.I. Gen. Laws § 36-14-5(h).

### **IV. Settlement**

Pursuant to the above Findings of Fact and Conclusions of Law, the parties agree to accept the following:

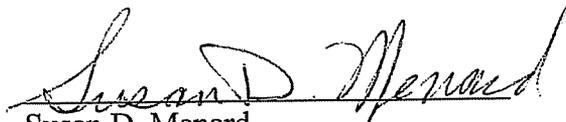
1. The Commission will enter an Order and Judgment that the Respondent violated R.I. Gen. Laws § 36-14-5(h).
2. The Respondent shall pay a civil penalty in the amount of \$2,500.

3. The above terms represent the full and complete Informal Resolution and Settlement  
for Complaint No. 2008-1.



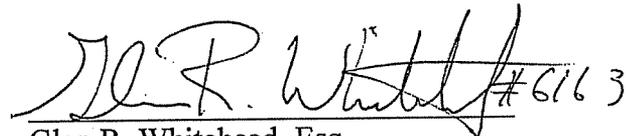
Dianne L. Leyden  
Commission Prosecutor

Dated: 1/13/09



Susan D. Menard  
Respondent

Dated: 1/13/09



Glen R. Whitehead, Esq.  
Attorney for Respondent

Dated: 1/13/09