

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

**In Re: Vincent J. Polisen
Respondent**

Complaint No. 2010-10

ORDER

This matter having been heard before the Rhode Island Ethics Commission on December 21, 2010, pursuant to Commission Regulation 1011, and the Commission having considered the Complaint herein, the findings of fact and admissions, and the proposed Informal Resolution and Settlement, which is incorporated by reference herein, it is hereby

ORDERED, ADJUDGED AND DECREED

THAT, the Commission approves the Informal Resolution and Settlement; and

THAT, the Commission incorporates by reference herein its findings of fact and admissions, and conclusions of law as those set forth in the Informal Resolution and Settlement; and

THAT, the Respondent is ordered to pay a civil penalty in the amount of Eight Thousand Five Hundred (\$8,500.00) Dollars.

Entered as an Order of this Commission,



Barbara R. Binder
Chairperson

Dated: December 21, 2010

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**In Re: Vincent J. Polisen
Respondent**

Complaint No. 2010-10

INFORMAL RESOLUTION AND SETTLEMENT

Pursuant to Commission Regulation 1011, Vincent J. Polisen (“Respondent”), and the Rhode Island Ethics Commission (“Ethics Commission”) hereby agree to a resolution of the above-referenced matter as follows:

I. Findings of Fact and Admissions

1. The Respondent, a member of the Zoning Board (“Zoning Board”) for the Town of North Providence (“Town”), a municipal appointed position, was at all relevant times subject to the Rhode Island Code of Ethics in Government (“Code of Ethics”). The Respondent was first appointed to the Zoning Board in January of 2005 and has served continuously in that capacity since that time.

2. In his private capacity, the Respondent is the President of Polisen Construction, Inc. (“Polisen Construction”), a Rhode Island business incorporated in 1994.

3. The Respondent admits that in July of 2007, Polisen Construction entered into a contract with the Town to perform construction work at the North Providence Town Hall, and was subsequently paid \$9,867 for said work, without prior public notice or subsequent public disclosure of said contract.

4. The Respondent admits that in January of 2008, Polisen Construction contracted with the Town to perform construction work at the Department of Public Works, and was

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subsequently paid \$11,500 for said work, without prior public notice or subsequent public disclosure of said contract.

5. The Respondent admits that in April of 2008, Polisena Construction contracted with the Town to perform construction work at the Administration Building, and was subsequently paid \$10,000 for said services, without prior public notice or subsequent public disclosure of said contract.

6. The Respondent admits that in May of 2008, Polisena Construction contracted with the Town to perform construction work at the Administration Building, and was subsequently paid \$15,000 for said work, without prior public notice or subsequent public disclosure of said contract.

7. The Respondent admits that in June of 2008, Polisena Construction contracted with the Town to perform construction work at the Administration Building, and was subsequently paid \$19,600 for said work, without prior public notice or subsequent public disclosure of said contract.

8. The Respondent admits that in July of 2008, Polisena Construction contracted with the Town to perform construction work at the Administration Building, and was subsequently paid \$30,617.90 for said work, without prior public notice or subsequent public disclosure of said contract.

9. The Respondent admits that in July of 2008, Polisena Construction contracted with the Town to perform construction work at the Administration Building, and was subsequently paid \$24,247.88 for said work, without prior public notice or subsequent public disclosure of said contract.

10. The Respondent admits that in July of 2008, Polisena Construction contracted with the Town to perform construction work at the Administration Building, and was subsequently paid \$13,462 for said work, without prior public notice or subsequent public disclosure of said contract.

11. The Respondent admits that in September of 2008, Polisena Construction contracted with the Town to perform construction work at a public pool located in the Town, and was subsequently paid \$18,170 for said work, without prior public notice or subsequent public disclosure of said contract.

12. The Respondent admits that in September of 2008, Polisena Construction contracted with the Town to perform construction work at the Greystone School, and was subsequently paid \$13,560 for said work, without prior public notice or subsequent public disclosure of said contract.

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 Respondent contends that he did not intentionally conceal the work Polisena Construction was providing to the Town of North Providence. It was his belief that sufficient notice was provided when he disclosed such work on his yearly financial disclosure statement filed with the Rhode Island Ethics Commission for calendar years 2007 and 2008.

III. Conclusions of Law

1. The Respondent, a member of the member of the Zoning Board for the Town of North Providence, a municipal appointed 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 Ethics Commission finds that by entering into a construction contract with the Town of North Providence in July of 2007, without prior public notice or subsequent public disclosure of the contracts awarded, the Respondent violated R.I. Gen. Laws § 36-14-5(h).

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10. The Ethics Commission finds that by entering into a construction contract with the Town of North Providence in September of 2008, without prior public notice or subsequent public disclosure of the contracts awarded, the Respondent violated R.I. Gen. Laws § 36-14-5(h).

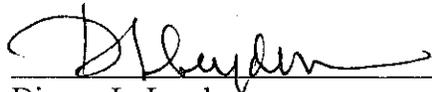
11. The Ethics Commission finds that by entering into a construction contract with the Town of North Providence in September of 2008, without prior public notice or subsequent public disclosure of the contracts awarded, the Respondent violated R.I. Gen. Laws § 36-14-5(h).

IV. Settlement

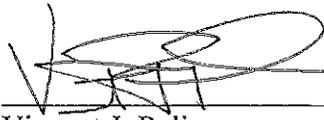
Pursuant to the above Findings of Fact and Conclusions of Law, the Prosecution agrees to recommend and the Respondent agrees to accept the following:

1. The Ethics Commission will enter an Order and Judgment that the Respondent violated the Code of Ethics as referenced herein.

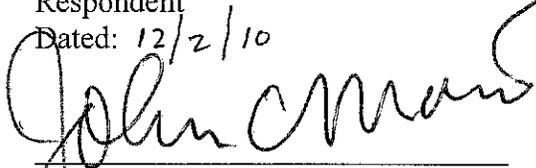
2. The Respondent shall pay a civil penalty in the amount of eight thousand five hundred (\$8,500.00) dollars, which shall represent a full, final and complete informal resolution and settlement of Complaint No. 2010-10.



Dianne L. Leyden
Commission Prosecutor
Dated: 12/6/10



Vincent J. Polisena
Respondent
Dated: 12/2/10



John C. Manni, Esq.
Attorney for Respondent
Dated: 12/2/10