



CITY OF PROVIDENCE - RHODE ISLAND - Walter H. Reynolds, Mayor

The Public Service Engineer

Peter J. Hicks, Jr.
Public Service Engineer

112 Union St., Providence 3, R. I.

October 8, 1959

Mr. D. Everett Whelan
City Clerk
City Hall
Providence, R.I.

Dear Mr. Whelan:

I enclose herewith the bill of the Narragansett Electric Company for the street lighting of the City of Providence for the month of September, 1959.

The total net amount of the bill is \$41,764.38.

Very truly yours,

Peter J. Hicks, Jr.
Peter J. Hicks, Jr.
PUBLIC SERVICE ENGINEER

PJH, JR: jc
Enclosure

IN CITY COUNCIL

OCT 15 1959

APPROVED:

D. Everett Whelan
CLERK

Sent to Controller 10/16/59



CITY OF PROVIDENCE - RHODE ISLAND - Walter H. Reynolds, Mayor

DEPARTMENT OF HEALTH

Joseph Smith, M. D.
Superintendent of Health
Ex-officio
City Registrar
Inspector of Milk

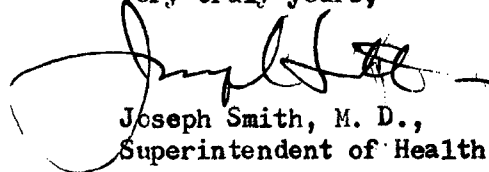
161 FOUNTAIN ST.,
PROVIDENCE 3, R. I.

TO THE HONORABLE
THE CITY COUNCIL
City Hall
Providence 3, R.I.

Gentlemen:

In accordance with the General Laws 1956, Volume 4, Section 21-7-6, I hereby appoint Richard S. McKenzie as Deputy Inspector of Milk to fill the unexpired term of Dr. Edwin M. Knights, from October 1, 1959 to the first Monday in January 1961 and request your approval.

Very truly yours,


Joseph Smith, M. D.,
Superintendent of Health

OCTOBER
thirteen
1959

IN CITY COUNCIL

OCT 15 1959

READ AND APPROVED


CLERK

State of Rhode Island and Providence Plantations

THE CITY OF



PROVIDENCE

I, RICHARD S. McKENZIE, do

*solemnly swear that I will support the Constitution of the United States
and of the State of Rhode Island and that I will faithfully discharge
the duties of the office of*

Deputy Inspector of Milk

to the best of my ability.

Richard S. McKenzie
RS

I, D. Everett Whelan, City Clerk

do hereby certify that on the 16th day of October, A. D. 19 59,

I did administer unto RICHARD S. McKENZIE

duly appointed to the office of

Deputy Inspector of Milk

the above subscribed oath.

D. Everett Whelan

JOSEPH C. SCUNCIO
CHAIRMAN & SECRETARY
BENJAMIN M. MCCLYMAN
JOHN W. MOAKLER



BUREAU OF LICENSES

CITY HALL
PROVIDENCE 3, RHODE ISLAND

October 7, 1959.

To the Honorable City Council

City Hall, Providence, R. I.

Gentlemen:

In accordance with the provisions of Chapter 2275 of the Public Laws of 1935, the Bureau of Licenses herewith submits a report of its activities for the quarter ending September 30, 1959:

Intoxicating Beverage Licenses

Class D Club (\$250)	1	\$ 250.00	
Class F - 24 Hour	5	<u>50.00</u>	\$300.00

Business and Non-Business licenses

Taverns, 3rd Class	2	100.00	
Laundry	234	2,340.00	
Sunday Sales	17	170.00	
Parking, Sundays	2	50.00	
Hawkers and Peddlers	19	91.00	
Junk Gatherer	1	5.00	
Second-Hand Stores	15	375.00	
Foundrymen	1	5.00	
Junk Shops	1	25.00	
Constable With Power	1	25.00	
Private Detective	1	25.00	
Permit to Carry Weapons	2	4.00	
Hack. Carriage Power Vehicle	171	1,710.00	
Hack. Carriage Drivers License	368	368.00	
Vehicle License	204	408.00	
Show and Dance	349	2,687.00	
Pool Tables, etc.	5	550.00	
Bowling Alleys	3	770.00	
Athletic Exhibitions on Sunday	1	10.00	
Bingo	67	<u>521.00</u>	10,239.00

City Licenses, State of Rhode Island

Pool Tables, etc.		50.00	50.00
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Dog Licenses

Dogs	219	394.85	394.85
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JOSEPH C. SCUNCIO
CHAIRMAN & SECRETARY
BENJAMIN M. MCGLYMAN
JOHN W. MOAKLER



BUREAU OF LICENSES

CITY HALL
PROVIDENCE 3, RHODE ISLAND

October 7, 1959.

- 2 -

<u>Badge and Plate Fund</u>			
Peddlers Badges	29		\$14.50
Junk Gatherers Badges	3		1.50
Newsboys Badges	28		8.75
Hack. Carriage Drivers Badges	367		183.50
Hack Carriage Markers	171		85.50
Truck Markers	204		102.00
Peddlers Tags for 1 day licenses	1		.20
			<u>\$ 395.95</u>
<u>Departmental Credits</u>			
Transfer Licenses	20	335.00	
Certificate of Lost License	1	2.00	
Registration Fees on Dog Licenses		219	32.85
			<u>369.85</u>
Totals	803	1,928	\$11,749.65

Respectfully submitted,

For the Bureau of Licenses

Joseph C. Scuncio
Chairman and Secretary.

IN CITY COUNCIL

OCT 15 1959

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Devereux McWhelan
CLERK

CHESTER R. MARTIN
Chairman
MORRIS S. WALDMAN
Vice Chairman

TIMOTHY A. PURCELL
Secretary

ALBERT HARKNESS
EDMUND M. MAURO

JAMES F. REYNOLDS
Executive Director

PROVIDENCE REDEVELOPMENT AGENCY

410 HOWARD BUILDING • PROVIDENCE 3, RHODE ISLAND • GASPEE 1-5126

October 1, 1959

REPORT TO THE CITY COUNCIL

The Honorable City Council
City of Providence
City Hall
Providence, Rhode Island

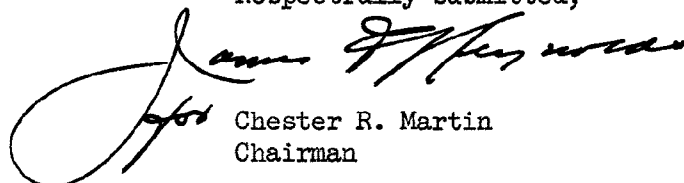
Gentlemen:

The Providence Redevelopment Agency, in accordance with the provisions of Paragraph 12 of Chapter 1044 of the Ordinances of the City of Providence, approved July 12, 1956 and Title 45, Chapter 32, Section 5 of the General Laws of Rhode Island, 1956, hereby reports concerning the proposed sale of real property within the West River Project No. UR R.I. 1-6.

This Agency proposes to sell to Jack K. Stallman d/b/a American Upholstery Company of the City and County of Providence, a parcel of land which is described in the attached agreement. This Agreement states the terms and conditions of the transaction. It is believed that the agreement complies with all the provisions of the Official Redevelopment Plan, as amended for the project area.

Mr. Stallman, the prospective purchaser, is the owner of an industrial plant abutting on the project area formerly owned by the Erco Corporation. The proposed sale will afford him the opportunity to expand the present plant and to provide for adequate off-street parking and loading facilities. Negotiations with this owner of an industrial plant adjacent to the project area were carried on pursuant to Part B 4 (i) of the Redevelopment Plan which permits this Agency to negotiate the sale of land to owners of adjacent industrial plants for off-street parking and loading or for expansion purposes.

Respectfully submitted,


for Chester R. Martin
Chairman

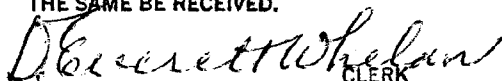
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IN CITY COUNCIL

OCT 15 1959

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.


CLERK

A G R E E M E N T

AGREEMENT made this _____ day of _____, 1959, between the Providence Redevelopment Agency, a public body, corporate and politic, created by the General Assembly of the State of Rhode Island, hereinafter called the "Agency", and Jack K. Stallman d/b/a American Upholstery Co. of the City and County of Providence, State of Rhode Island, hereinafter called the "Buyer".

1. The Agency agrees to sell and the Buyer agrees to purchase a certain tract or lot of land as hereinafter described within the Agency's West River Project No. UR R.I. 1-6, said project area being described in the Official Redevelopment Plan for West River Project No. UR R.I. 1-6, approved by Chapter 1044 of the Ordinances of the City of Providence, July 12, 1956, which said Redevelopment Plan is incorporated herein by reference and made a part hereof as if more fully set forth.

(The description of the above lot of land is as set forth in Appendix A attached hereto and made a part hereof and as shown on the map attached hereto and made a part hereof and designated as Appendix B).

2. Said premises are to be conveyed on or before October 1, 1959 by a good and sufficient bargain and sale deed of the Agency conveying title to the same free from all encumbrances, except as to restrictions and easements hereinafter set forth, and for such deed and conveyance the Buyer is to pay the sum of Eleven Thousand Three Hundred Forty Three and 50/100 (\$11,343.50) Dollars, of which One Thousand One Hundred Thirty Four and 35/100 (\$1,134.35) Dollars have been paid this day and Ten Thousand Two Hundred Nine and 15/100 (\$10,209.15) Dollars are to be paid in cash upon the delivery of said deed.

3. The aforementioned deed shall contain the following covenants and restrictions which it is expressly agreed are to run with the land:

(a) The restrictions and protective covenants as set forth in the Declaration of Restrictions and Protective Covenants recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book 1076 at Page 111 as amended by the instrument entitled "Amendment to Declaration of Restrictions and Protective Covenants" recorded in the Office of the Recorder of Deeds of the City of Providence in Deed Book 1087 at Page 5 on March 3, 1959 are hereby incorporated herein by reference and made a part hereof as if more fully set forth, and shall run with the land and shall continue in full force and effect for the time specified therein. (A copy of said Declaration of Restrictions and Protective Covenants, as amended, is attached hereto for information purposes only.)

(b) The Dyer, its successors and assigns shall not enter into any contracts or agreements, or execute any deed of trust or mortgage on the land conveyed herein unless said contract, agreement, deed of trust or mortgage is made subject to the terms and conditions herein set forth.

(c) Except for the loading and unloading of freight cars and trucks, the parking of vehicles and open storage, all uses shall be conducted wholly within a building and/or structure. No open storage shall be permitted except in suitably screened or enclosed locations.

(d) Side yards shall be provided measuring at least 20 feet from interior property line to building line. Wherever a lot abuts upon a railroad lead track easement or right-of-way, sufficient space shall be reserved to permit the construction of a side track approximately parallel to the railroad easement or right-of-way.

(e) The frontage for any lot shall be not less than 150 feet.

All the restrictions and protective covenants set forth in subparagraphs (b) through (e) hereof shall run with the land and shall continue in full force and effect until July 12, 1996 unless sooner modified by the parties in accordance with the said Redevelopment Plan and shall then terminate and cease.

4. (a) The conveyance of the aforescribed premises shall be made subject to the acquisition by the Buyer of land adjoining the aforescribed property and designated as Lots 552, 13, 551, 556, 530, 535 and 538 on Plat 2 of the records of the Tax Assessor of the City of Providence as of December 31, 1959 on or before the date hereinafter set forth or any extension thereof granted by the Agency provided, however, that if the Buyer shall not acquire land adjoining the aforescribed property as aforescribed through no fault of his own, then this agreement shall be terminated, the Buyer's deposit shall be returned forthwith and the rights, duties and obligations of the parties hereunder shall cease and be at an end.

(b) The Buyer, upon acquisition of title thereto and prior to the conveyance of title to the property referred to in paragraph 1 hereof and as part of the consideration therefor agrees that he will subject the land described in Appendix C, which is a part hereof to the following covenants or restrictions which shall run with the land and shall be binding upon the Buyer, his heirs, successors and assigns:

- "1. A front yard shall be provided measuring at least 20 feet from property line to building line for all structures within the lot or parcel of land and that said front yard shall be maintained in grass, except for walks, drives, planting and flagpoles.
2. The aforementioned covenant or restriction shall remain in effect until July 12, 1996 and shall then cease and terminate, unless sooner modified by agreement between the Providence Redevelopment Agency, its successors and assigns and Jack E. Stallman, his heirs, successors or assigns".

The Buyer further agrees that he will execute all deeds, instruments or documents which in the opinion of the Agency are necessary to make the foregoing restriction or covenant legally binding upon him, his heirs, successors and assigns, to incorporate the same in the chain of title to the land described in Appendix C hereof and to set up and establish the same as a legally binding covenant or restriction running with the land.

5. Full possession of said premises is to be delivered to the Buyer at the time of delivery of the deed.

6. Taxes assessed December 31, 1958 and water charges shall be apportioned as of the day of delivery of the deed.

7. The deed is to be delivered and consideration paid at the Registry of Deeds at which the deed should by law be recorded on October 1, 1959 unless some other time and place should be mutually agreed upon.

8. If the Agency shall be unable to give title or make conveyance, as above stipulated, any payments made under this agreement shall be refunded, and all other obligations of either party hereto shall cease, but the acceptance of a deed and possession by the Buyer shall be deemed to be a full performance and discharge hereof.

This Agreement is subject to the approval of the Administrator of the Housing and Home Finance Agency and shall not be effective until at least ten days after the City Council of the City of Providence has received from the Agency a report concerning said sale. In the event the Administrator of the Housing and Home Finance Agency does not give his approval to this Agreement or in the event the Agency does not submit to the City Council of the City of Providence a report concerning this Agreement, then this Agreement is to be null and void, all sums paid hereunder shall be refunded and the rights and obligations of the parties hereto shall cease.

9. The execution of this Agreement is authorized by Resolution No. _____ of the Agency adopted _____, 1959.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this _____ day of _____, 1959.

In the Presence of:

PROVIDENCE REDEVELOPMENT AGENCY

By _____

Title _____

AMERICAN UPHOLSTERY CO.

By _____

Title _____

Appendix A

That certain tract of land designated as Lot No. 5 on the accompanying map, situated in the City of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point on the southwesterly line of Charles Street, said point being four hundred fifty one and 99/100 (451.99) feet from the intersection of the northwesterly line of Conanicut Street and the southwesterly line of Charles Street;

thence, running South forty-seven degrees, ten minutes and ten seconds West ($S\ 47^{\circ}\ 10'\ 10''W$) eighty six and 60/100 (86.60) feet to an angle point;

thence, turning an interior angle of one hundred eighty degrees, fourteen minutes and fifty seconds ($180^{\circ}\ 14'\ 50''$) and running South forty six degrees, fifty five minutes and twenty seconds West ($S\ 46^{\circ}\ 55'\ 20''W$) thirty six and 29/100 (36.29) feet to a point;

thence, turning an interior angle of eighty nine degrees, forty five minutes and ten seconds ($89^{\circ}\ 45'\ 10''$) and running North forty two degrees, forty nine minutes and fifty seconds West ($N\ 42^{\circ}\ 49'\ 50''W$) fifty and 12/100 (50.12) feet to a point;

thence, turning an interior angle of ninety (90) degrees and running North forty-seven degrees, ten minutes and ten seconds East ($N\ 47^{\circ}\ 10'\ 10''E$) twenty two and 67/100 (22.67) feet to a point;

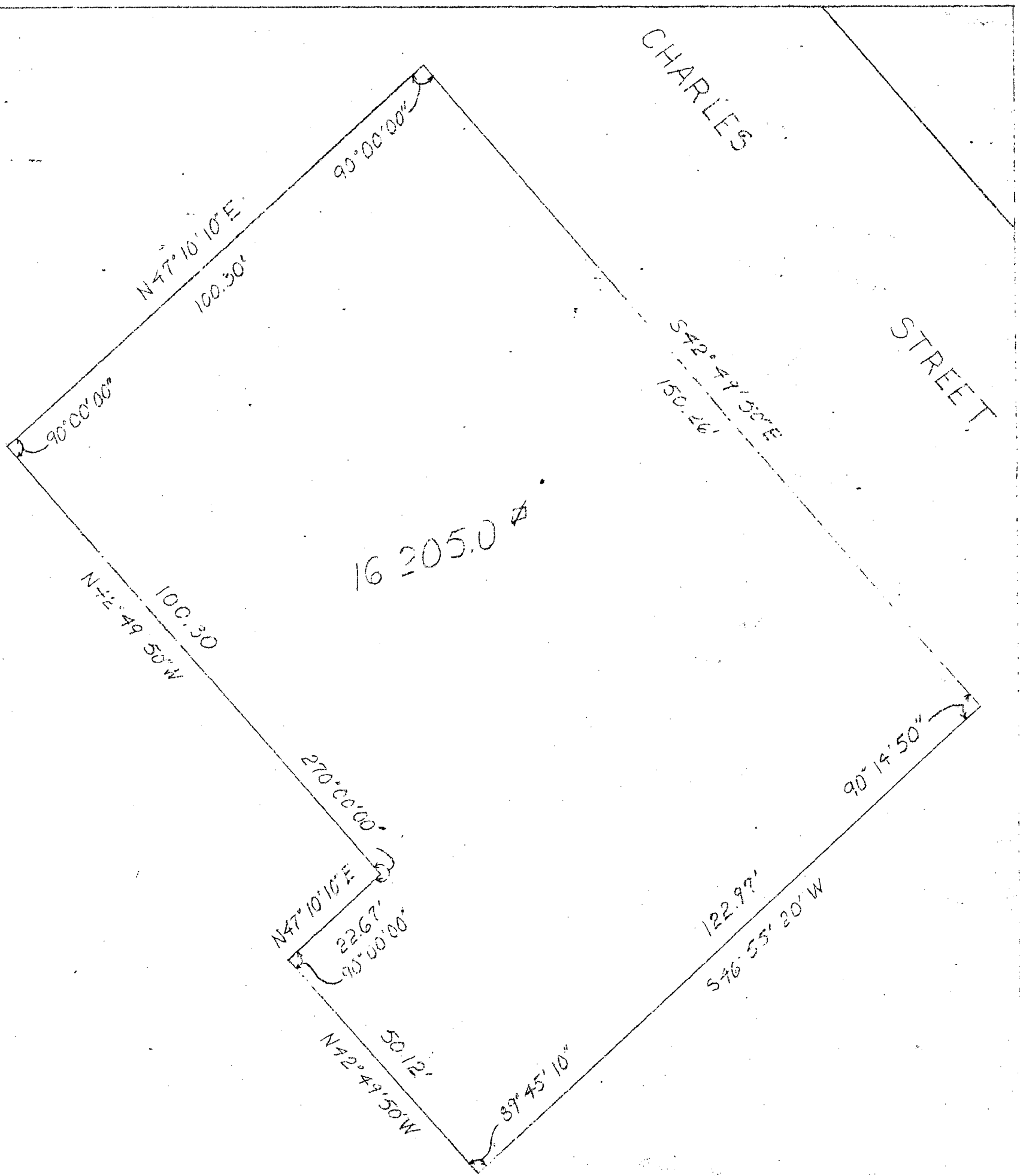
thence, turning an interior angle of two hundred seventy (270°) degrees and running North forty two degrees, forty nine minutes and fifty seconds West ($N\ 42^{\circ}\ 49'\ 50''W$) one hundred and 30/100 (100.30) feet to a point;

thence, turning an interior angle of ninety (90) degrees and running North forty seven degrees, ten minutes and ten seconds East ($N\ 47^{\circ}\ 10'\ 10''E$) one hundred and 30/100 (100.30) feet to a point on the southwesterly line of Charles Street;

thence, turning an interior angle of ninety (90) degrees and running along said southwesterly line of Charles Street South forty two degrees, forty nine minutes and

fifty seconds East (S 42° 49' 50"E) one hundred fifty and 25/100 (150.25) feet to the point and place of beginning.

Said tract herein described contains sixteen thousand two hundred and five (16,205) square feet of land.



APPENDIX "B"

LAND WITHIN THE
WEST RIVER REDEVELOPMENT
PROJECT UR RI-16
GRANTEE:
GRANTOR: PROV. REDEVELOPMENT AGCY.
SCALE: 1"=20' MAR. 23 1959

FILED

OCT 6 12 23 PM '59

CITY CLERK'S OFFICE
PROVIDENCE, R.I.