

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 639

Approved December 4, 1959

Resolved,

That the following taxpayers be refunded the amounts specified because of overpayment of the 1957 taxes to the City Collector.

Code #18-216-100
R. I. Petroleum Industries Comm.
17 Exchange Street
Providence, R. I.

Amount of 1957 tax	\$40.47
Amt. paid 3/31/59 D Teller	26.27
Amt. paid 10/30/59 D Teller	40.47
Amount overpaid, Cert. 0-5805	26.27

Refund \$26.27 to R. I. Petroleum Industries Comm.
17 Exchange St., Prov., R. I.

Code #22-072-810
Carl G. Villari
72 Health Avenue
Providence, R. I.

Amount of 1957 tax	\$9.94
Amt. paid 3/20/59 J Teller	9.94
Amt. paid 11/3/59 F Teller	9.94
Amount overpaid, Cert 0-5813	9.94

Refund \$9.94 to Carl G. Villari, 72 Health Ave., Prov., R. I.

Code #02-516-745
Louis A. Brown and wife Miriam R.
74 Humboldt Ave.
Providence, R. I.

Amount of original 1957 tax	\$803.73
Amt. abated, Cert 7T-1 approved 11/5/59	35.50
Amt. paid 10/25/57 J Teller	473.93
Amt. paid 10/25/57 J Teller	329.80
Amount overpaid, Cert. 0-5833	35.50

Refund \$35.50 to Louis A. Brown and wf. Miriam R.
74 Humboldt Ave., Prov., R. I.

IN CITY COUNCIL

DEC 3 - 1959

READ and PASSED

Edward P. Hughes
President
Edward P. Hughes
Clerk

APPROVED

DEC 4 - 1959

Walter H. Seymour
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 640

Approved December 4, 1959

Resolved,

That the following taxpayers be refunded the amounts specified because of overpayment of the 1958 taxes to the City Collector.

Code #08-268-600

Elmer B. Holloway and wf. Lily
121 Grand View St.
Providence, R. I.

Amt. of 1958 tax on plat 91 lots 574 and 581	\$321.63
Amt. paid 10/20/58 J Teller	80.41
Amt. paid 1/6/59 P Teller	80.41
Amt. paid 4/14/59 P Teller	80.41
Amt. paid 8.7/59 P Teller	80.40
Amt. paid 9/10/59 D Teller	80.40
Amount overpaid, on plat 91 lots 574 and 581, Cert.)-5788	80.40

Refund \$80.40 to Elmer B. Holloway and wf. Lily
121 Grand View St., Prov. R. I.

Code #16-089-501

Erminio R. Parrella
56 Magdalene St.
Providence, R. I.

Amount of 1958 tax	\$5.68
Amt. paid 9/28/59 D Teller	5.68
Amt. paid 10/6/59 D Teller	5.68
Amount overpaid, Cert 0-5801	5.68

Refund \$5.68 to Erminio R. Parrella, 56 Magdalene St., Prov. R. I.

Code #13-390-250

John J. McElroy
110 Davis St.
Providence, R. I.

Amount of 1958 tax	\$18.46
Amt. paid 10/21/58 P Teller	4.61
Amt. paid 1/24/59 J Teller	4.61
Amt. paid 4/22/59 P Teller	4.62
Amt. paid 8/10/59 A Teller	4.62
Amt. paid 10/13/59 A Teller	4.97
Amount overpaid, Cert 0-5802	4.97

Refund \$4.97 to John J. McElroy 110 Davis St., Prov. R. I.

Code #08-119-820

Stanley G. Haskins
237 Wayland Ave.
Providence, R. I.

Amount of 1958 tax	\$85.88
Amt. paid 10/2/58 P Teller	21.47
Amt. paid 1/12/59 P Teller	21.47
Amt. paid 6/18/59 D Teller	20.40
Amt. paid 10/6/59 D Teller	22.54
Amt. paid 10/15/59 D Teller	22.54
Amount overpaid, Cert. 0-5803	22.54

Refund \$22.54 to Stanley G. Haskins, 237 Wayland Ave. Prov. R. I.

RESOLUTION
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CITY COUNCIL.

The City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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Code #04-246-600
J. F. D'Errico Co. Inc.
119 Atwells Ave.
Providence, R. I.

Amount of 1958 tax	\$985.84
Amt. paid 10/8/59 D Teller	985.84
Amt. paid 10/23/59 D Teller	812.27
Amount overpaid, Cert. O-5804	812.27

Refund \$812.27 to J. F. D'Errico Co. Inc. 119 Atwells Ave., Prov. R. I.

Code #02-040-465
Leon H. Bakst and wf. Helen R.
85 Lorraine Ave.
Providence, R. I.

Amount of original 1958 tax	\$795.20
Amt. abated, Cert 110S-1 approved 10/1/59	35.50
Amt. paid 7/1/59 A Teller	795.20
Amount overpaid, Cert O-5807	35.50

Refund \$35.50 to Leon H. Bakst and wf. Helen R. 85 Lorraine Ave. Prov. R. I.

Code #07-426-952
Angelo M. Guarino and wf. Rose
53 Simmons St.
Providence, R. I.

Amount of original 1958 tax	\$317.37
Amt. abated Cert 110S-1 approved 10/1/59	28.40
Amt. paid 10/22/58 F Teller	317.37
Amount overpaid, Cert O-5808	28.40

Refund \$28.40 to Angelo M. Guarino and wf. Rose 53 Simmons St. Prov. R. I.

Code #03-735-310
Franklin Curhan
c/o U. S. Naval Comm. Sta.
Washington, D. C.

Amount of original 1958 tax	\$66.03
Amt. abated, Cert 112S-1 approved 10/1/59	66.03
Amt. paid 10/15/58 P Teller	16.51
Amt. paid 1/13/59 R Teller	16.51
Amt. paid 4/17/59 A Teller	16.51
Amt. paid 7/20/59 D Teller	16.50
Amount overpaid, Cert O-5809	66.03

Refund \$66.03 to Franklin Curhan, c/o U. S. Naval Comm. Sta.
Washington, D. C.

Code #18-369-305
Elliot S. Rose
381 Cole Ave.
Providence, R. I.

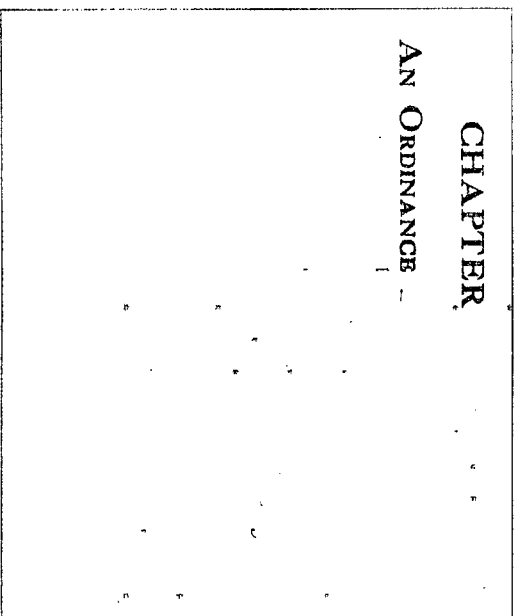
Amount of original 1958 tax	\$35.50
Amt. abated, Cert 112 S-1 approved 10/1/59	35.50
Amt. paid 10/31/58 D Teller	8.87
Amt. paid 1/26/59 D Teller	8.88
Amt. paid 5/7/59 J Teller	8.88
Amt. paid 8/17/59 J Teller	8.87
Amount overpaid, Cert. O-5810	35.50

Refund \$35.50 to Elliot S. Rose 381 Cole Ave. Prov. R. I.

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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Code #15-073-700
Hugo Olson
540 Hope Street
Providence, R. I.

Amount of original 1958 tax	\$24.85
Amt. abated, Cert 116S-1 approved 10/1/59	24.85
Amt. paid 10/21/58 D Teller	6.22
Amt. paid 1/12/59 R Teller	6.21
Amt. paid 4/16/59 F Teller	6.21
Amt. paid 7/8/59 R Teller	6.21
Amount overpaid, Cert 0-5812	24.85

Refund \$24.85 to Hugo Olson Estate, 540 Hope St., Prov. R. I.

Code #02-578-600
Constance A. Burgess
61 Ontario St.
Providence, R. I.

Amount of original 1958 tax	\$135.26
Amt. abated, Cert 113S-2c approved 10/1/59	135.26
Amt. paid 10/20/58 J Teller	33.81
Amt. paid 1/8/59 D Teller	33.82
Amt. paid 4/3/59 A Teller	33.82
Amount overpaid, Cert 0-5811	101.45

Refund \$101.45 to Constance A. Burgess, 61 Ontario St., Prov. R. I.

Code #02-516-744
Louis A. Brown
74 Humboldt Ave.
Providence, R. I.

Amount of original 1958 tax	\$42.60
Amt. abated cert 7T-2 approved 11/5/59	35.50
Amt. paid 10/21/58 R Teller	10.65
Amt. paid 1/9/59 P Teller	10.65
Amt. paid 4/19/59 D Teller	10.65
Amt. paid 7/6/59 D Teller	10.65
Amount overpaid, Cert 0-5827	35.50

Refund \$35.50 to Louis A. Brown, 74 Humboldt Ave. Prov. R. I.

Code #19-503-235
George E. Staples
694 Westminster St.
Providence, R. I.

Amount of original 1958 tax	\$18.46
Amt. abated, Cert 15T-8 approved 11/5/59	18.46
Amt. paid 10/9/58 P Teller	4.61
Amt. paid 1/13/59 D Teller	4.62
Amount overpaid, Cert 0-5828	9.23

Refund \$9.23 to George E. Staples, 694 Westminster St. Prov. R. I.

Code #13-752-505
Peter W. Morley
74 Lorimer Ave.
Providence, R. I.

Amount of original 1958 tax	\$4.97
Amt. abated, Cert 17T-3 approved 11/5/59	4.97
Amt. paid 10/16/58 J Teller	1.24
Amount overpaid, Cert 0-5829	1.24

Refund \$1.24 to Peter W. Morley, 74 Lorimer Ave., Prov., R. I.

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The City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 4

Code #12-292-435
Carmino Lonardo and wf. Martina C.
201 Sisson Street
Providence, R. I.

Amount of original 1958 tax	\$284.36
Amt. abated, Cert 18T-4 approved 11/5/59	26.27
Amt. paid 10/6/58 R Teller	284.36
Amount overpaid, Cert 0-5830	26.27

Refund \$26.27 to Carmino Lonardo and wf. Martina C.
201 Sisson St. Prov. R. I.

Code #13-619-871
John Milinec and wife Amelia
354 Orms St.
Providence, R. I.

Amount of original 1958 tax	\$256.31
Amt. abated, Cert. 18T-5 approved 11/5/59	24.14
Amt. paid 10/28/58 F Teller	256.31
Amount overpaid, Cert 0-5831	24.14

Refund \$24.14 to John Milinec and wife Amelia, 354 Orms St., Prov. R. I.

Code #02-272-107
Nicola U. Bilotti and wf. Rose
24 Linwood Ave.
Providence, R. I.

Amount of original 1958 tax	\$295.01
Amt. abated, Cert 22T-4 approved 11/5/59	295.01
Amt. paid 10/28/58 F Teller by Old Colony Bank	295.01
Amount overpaid, Cert 0-5832	295.01

(Old Colony Cooperative Bank, Agent for
Refund \$295.01 to (Nicola U. Bilotti and wife Rose
58 Weybosset St., Prov. R. I.

IN CITY COUNCIL

DEC 3 - 1959

READ and PASSED

Edward P. Hughes
President
Robert T. Whelan
Clerk

APPROVED

DEC 4 - 1959

Walter H. Reynolds
MAYOR

No.

CHAPTER
AN ORDINANCE

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 641

Approved December 4, 1959

Resolved,

That the following taxpayers be refunded the amounts specified because of overpayment of the 1959 taxes to the City Collector.

Code #04-259-515
Melvina De Sista
33 Congdon St.
Narragansett, R. I.

Amount of 1959 tax	\$50.70
Amt. paid 10/14/59 D Teller	50.70
Amt. paid 10/15/59 F Teller	50.70
Amount overpaid, Cert O-5790	50.70

Refund \$50.70 to Melvina De Sista, 33 Congdon St. Narragansett, R. I.

Code #03-448-362
Cecilia M. Cokely
201 California Avenue
Providence, R. I.

Amount of 1959 tax	\$13.26
Amt. paid 10/8/59 R Teller	13.26
Amt. paid 10/15/59 J Teller	3.32
Amount overpaid, Cert O-5791	3.32

Refund \$3.32 to Cecilia M. Cokely, 201 California Ave., Prov., R. I.

Code #13-035-345
Jas. H. MacNaughton
63 Brightwood Ave.
Providence, R. I.

Amount of 1959 tax	\$40.56
Amt. paid 10/14/59 D Teller	40.56
Amt. paid 10/16/59 J Teller by Rose M. Fogarty	10.14
Amount overpaid, Cert O-5792	10.14

Refund \$10.14 to Rose M. Fogarty, 63 Brightwood Ave., Providence, R. I.

Code #04-424-875
Alice M. Donahue
33 Clematis St.
Providence, R. I.

Amount of 1959 tax	\$207.09
Amt. paid 10/7/59 D Teller	75.66
Amt. paid 10/20/59 F Teller	207.09
Amount overpaid, Cert O-5793	75.66

Refund \$75.66 to Alice M. Donahue, 33 Clematis St. Providence, R. I.

RESOLUTION
OF THE
CITY COUNCIL

The City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 2

Code #04-407-200
Charles Doglio
296 Washington Ave.
Providence, R. I.

Amount of 1959 tax	\$5.46
Amt. paid 10/8/59 A Teller	5.46
Amt. paid 10/23/59 J Teller	1.37
Amount overpaid, Cert 0-5795	1.37

Refund \$1.37 to Charles Doglio, 296 Washington Ave., Prov. R. I.

Code #02-189-790
Beneficial Finance Inc.
256 Westminster St.
Providence, R. I.

Amount of 1959 tax	\$117.00
Amt. paid 10/27/59 A Teller	117.00
Amt. paid 10/28/59 D Teller	117.00
Amount overpaid, Cert. 0-5798	117.00

Refund \$117.00 to Beneficial Finance Inc. 256 Westminster St. Prov. R. I.

Code #01-057-240
Jane A. B. Akerley
15 Cyr St.
Providence, R. I.

Amount of 1959 tax	\$313.17
Amt. paid 10/28/59 A Teller	93.60
Amt. paid 10/29/59 F Teller	313.17
Amount overpaid, Cert 0-5799	93.60

Refund \$93.60 to Jane A. B. Akerley, 15 Cyr St., Providence, R. I.

Code #02-225-501
Samuel M. Berman
294 Prairie Ave.
Providence, R. I.

Amount of 1959 tax	\$5.46
Amt. paid 10/30/59 J Teller	5.46
Amt. paid 10/30/59 D Teller	5.46
Amount overpaid, Cert 0-5800	5.46

Refund \$5.46 to Samuel M. Berman, 294 Prairie Ave., Prov. R. I.

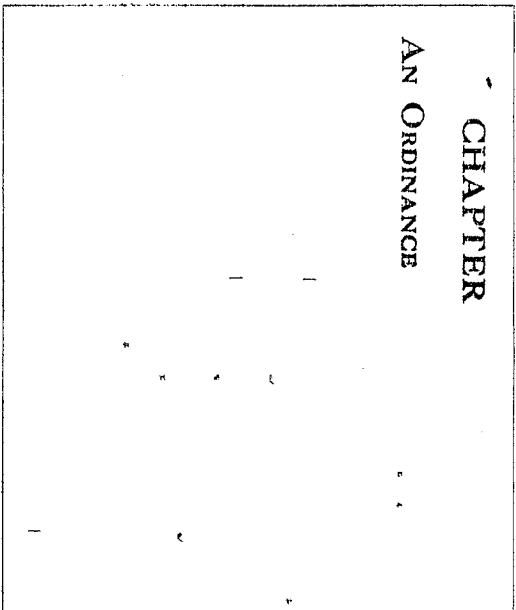
Code #12-370-501
Raymond F. Lynch
32 Sibley St.
Providence, R. I.

Amount of 1959 tax	\$6.24
Amt. paid 10/8/59 D Teller	6.24
Amt. paid 11/2/59 D Teller	6.24
Amount overpaid, Cert 0-5806	6.24

Refund \$6.24 to Raymond F. Lynch, 32 Sibley St., Prov. R. I.

No.

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The City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 3

Code #03-239-120
Mary Catalfamo
177 Vinton St.
Providence, R. I.

Amount of 1959 tax	\$170.43
Amt. paid 10/22/59 F Teller	170.43
Amt. paid 11/4/59 D Teller by Industrial Natl Bank	170.43
Amount overpaid, Cert 0-5814	170.43

Refund \$170.43 to Industrial National Bank, Agent for Mary Catalfamo
111 Westminster St.

Code #05-071-340
Raymond E. Erbe
161 Petteys Ave.
Providence, R. I.

Amount of 1959 tax	\$5.46
Amt. paid 11/2/59 P Teller	5.46
Amt. paid 11/5/59 D Teller	1.37
Amount overpaid, Cert 0-5815	1.37

Refund \$1.37 to Raymond E. Erbe, 161 Petteys Ave. Prov. R. I.

Code #19-384-400
Harold A. Smith
68 Miner St.
Providence, R. I.

Amount of 1959 tax	\$12.48
Amt. paid 10/22/59 F Teller	3.13
Amt. paid 11/10/59 R Teller	12.48
Amount overpaid, Cert 0-5816	3.13

Refund \$3.13 to Harold A. Smith, 68 Miner St., Prov. R. I.

Code #18-056-320
Charles A. Reading
135 Burnside St.
Providence, R. I.

Amount of 1959 tax	0
Amt. paid 11/10/59 R Teller	5.46
Amount overpaid, Cert. 0-5817	5.46

Refund \$5.46 to Charles A. Reading, 135 Burnside St., Prov. R. I.

Code #08-244-800
Charles H. Hodgkins
173 California Ave.
Providence, R. I.

Amount of 1959 tax	\$26.52
Amt. paid 10/1/59 P Teller	26.52
Amt. paid 11/10/59 D Teller by Industrial National Bank	26.52
Amount overpaid, Cert 0-5818	26.52

(Industrial National Bank Agent for
Refund \$26.52 to Charles H. Hodgkins,
111 Westminster St., Prov. R. I.

No.

CHAPTER
AN ORDINANCE

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 4

Code #08-244-805

Charles H. Hodgkins and wf. Caroline E.
173 California Avenue
Providence, R. I.

Amount of 1959 tax	\$410.67
Amt. paid 10/1/59 P Teller	293.28
Amt. paid 11/10/59 D Teller by Industrial National Bank	410.67
Amount overpaid, Cert 0-5819	293.28

Refund \$293.28 to Industrial National Bank Agent for Charles H. Hodgkins and wf. Caroline E.
173 111 Westminster St., Prov. R. I.

Code #04-374-851

Carlo DiPietro Jr.
41 Putnam St.
Providence, R. I.

Amount of 1959 tax	\$56.94
Amt. paid 10/8/59 D Teller	56.94
Amt. paid 11/10/59 D Teller	56.94
Amount overpaid, Cert 0-5820	56.94

Refund \$56.94 to Carlo DiPietro Jr., 41 Putnam St., Prov. R. I.

Code #04-176-642

Armando R. Della Posta and wf. Frances
21 Kinfield Ave.
Providence, R. I.

Amount of 1959 tax	\$244.92
Amt. paid 10/26/59 D Teller	244.92
Amt. paid 11/10/59 D Teller by Industrial National Bank	244.92
Amount overpaid, Cert 0-5821	244.92

Refund \$244.92 to Industrial National Bank Agent for Armando R. Della Posta and wf. Frances
111 Westminster St., Prov. R. I.

Code #04-343-885

Amelia DiMauro
65 Lubec St.
Providence, R. I.

Amount of 1959 tax	\$13.26
Amt. paid 11/10/59 R Teller	13.26
Amt. paid 11/12/59 A Teller	3.32
Amount overpaid, Cert 0-5822	3.32

Refund \$3.32 to Amelia DiMauro, 65 Lubec St., Prov., R. I.

Code #04-344-750

Jos. T. DiMauro
65 Lubec St.
Providence, R. I.

Amount of 1959 tax	\$44.46
Amt. paid 11/10/59 R Teller	44.46
Amt. paid 11/12/59 A Teller	11.12
Amount overpaid, Cert 0-5823	11.12

Refund \$11.12 to Jos. T. DiMauro, 65 Lubec St., Prov. R. I.

IN CITY COUNCIL

DEC 3 - 1959

READ and PASSED

Edward P. ...
President
Everett ...
Clerk

APPROVED

DEC 4 - 1959

Walter H. ...
MAYOR

No.

CHAPTER
AN ORDINANCE

RESOLUTION OF THE CITY COUNCIL

No. 642

Approved December 4, 1959

Resolved,

That the City Collector be and he hereby is authorized and directed to abandon as uncollectable those certain personal property taxes due the City of Providence in the amounts and for the years as contained in the following list: said taxes being no longer collectable because of the expiration of the six year statute of limitations.

1941 and prior	2,305,880.86
1942	156,067.92
1943	143,469.32
1944	125,195.67
1945	131,584.19
1946	138,441.11
1947	160,357.54
1948	156,629.65
1949	166,443.63
1950	169,251.35
1951	221,571.19
1952	245,043.31
	<u>4,119,935.74</u>

IN CITY COUNCIL

DEC 3 - 1959

READ and PASSED

Edward P. Dwyer
President
James H. White
Clerk

APPROVED

DEC 4 - 1959

Walter H. Reynolds
MAYOR

May 30 4 36 PM '59

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

RESOLUTION AUTHORIZING
THE ABANDONMENT OF CERTAIN
UNCOLLECTABLE TAXES.

RESOLUTION OF THE CITY COUNCIL

No. 643

Approved December 4, 1959

Resolved, Decreed and Ordered

That a certain tract or parcel of land situated at the northeasterly corner of "Niagara and Rodman Streets, shown as shaded area and designated by the letters A-B-C-A on the accompanying plan entitled, "Providence, R.I., P. W. Dept. - Engineering Office, City Property Section, Plan No. 061941, Date October 23, 1959", which has been conveyed to the City of Providence for highway purposes by a deed duly acknowledged and recorded is hereby declared a public highway to be repaired at the expense of the City.

IN CITY COUNCIL

DEC 3 - 1959

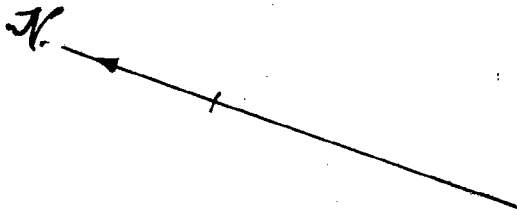
READ and PASSED

William P. Murphy
President
Everett Whelan
Clerk

APPROVED

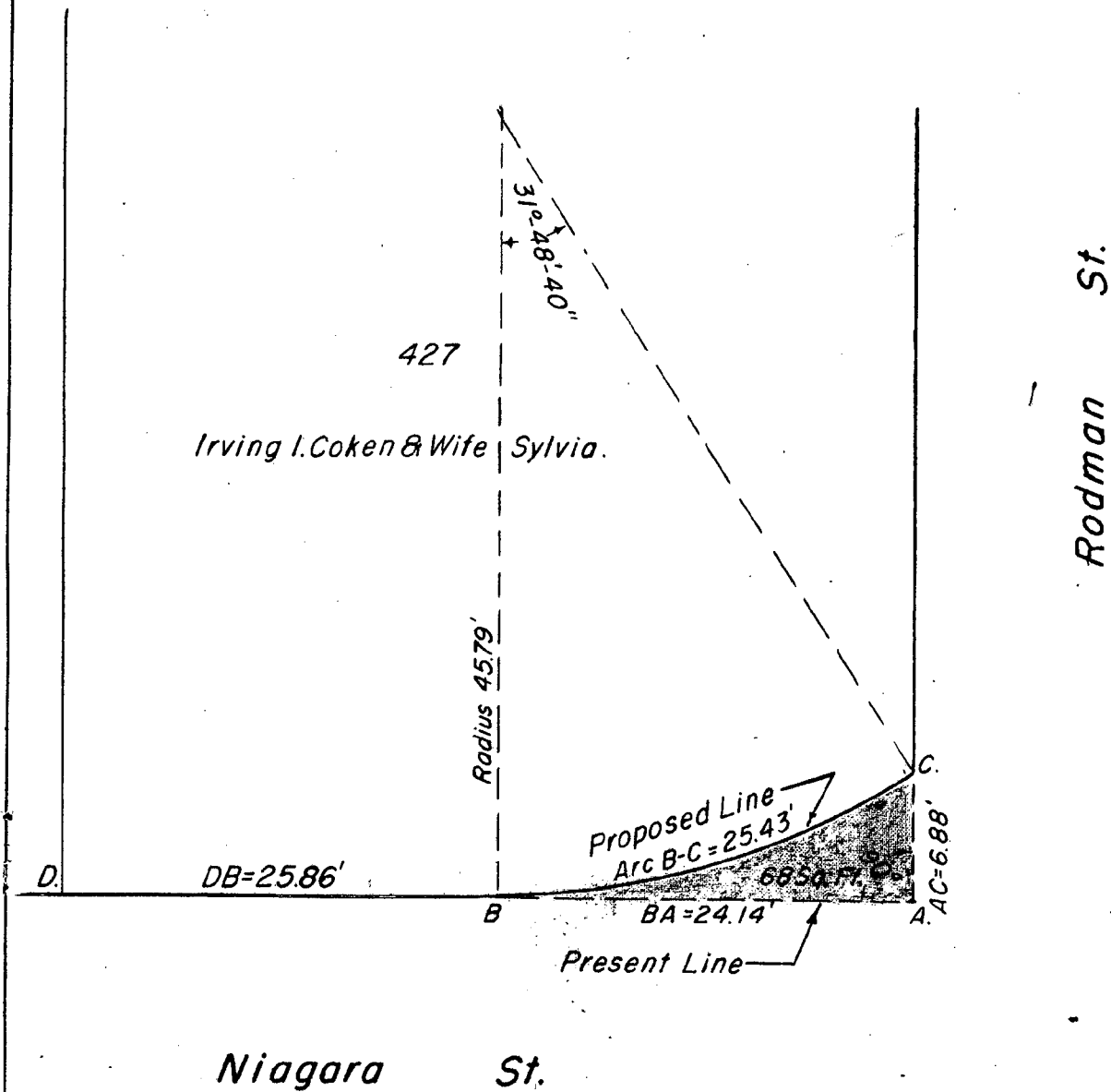
DEC 4 - 1959

Walter F. Reynolds
MAYOR



061941
October 23, 1959

Shaded area to be deeded for highway purposes.



Lot number from Assessor's Plat 53.

Land to be deeded for highway purposes.
D. E.A.K. L.P.R.
Scale 1" = 10' 10/23/59
L.P.R. [Signature]
[Signature]

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 644

Approved December 4, 1959

Resolved,

That His Honor, the Mayor, is hereby authorized to execute a certain Contract, substantially in accordance with the accompanying draft, between the City of Providence and the Providence Redevelopment Agency providing for the City Plan Commission to perform certain services for the Providence Redevelopment Agency in connection with the Central Classical Project No. R.I. R-2

IN CITY COUNCIL

DEC 3 - 1959

READ and PASSED

Charles P. Murphy
President
Everett H. Han
Clerk

APPROVED

DEC 4 - 1959

Walter H. Reynolds
MAYOR

CHESTER R. MARTIN
Chairman
MORRIS S. WALDMAN
Vice Chairman
TIMOTHY A. PURCELL
Secretary
ALBERT HARKNESS
EDMUND M. MAURO

PROVIDENCE REDEVELOPMENT AGENCY

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

JAMES F. REYNOLDS
Executive Director

November 30, 1959

The Honorable City Council
City of Providence
City Hall
Providence 3, Rhode Island

Attention: D. Everett Whelan, City Clerk

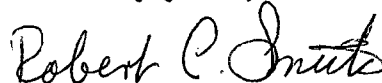
Gentlemen:

I am submitting herewith for your approval a proposed contract to be entered into by and between this Agency and the City of Providence whereby the staff of the City Plan Commission will perform certain services for this Agency in connection with the Central-Classical Redevelopment Project No. R. I. R-2. The Agency will compensate the City in an amount not to exceed \$975.51 for these services.

The form of the proposed contract has been approved by the City Solicitor and the Legal Division of the Housing and Home Finance Agency.

We would appreciate it if you would bring this matter before the Council for consideration at its meeting on December 3, 1959.

Sincerely yours,


for James F. Reynolds
Executive Director

JFR/af
jgd

Enclosure

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

PART II--TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel. a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

8. Nondiscrimination. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, religion, color, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In case of any subcontracting of the work covered by this Contract, the Contractor shall insert the preceding two sentences in its agreements with such subcontractors. The Local Public Agency, if required by the terms of its Contract with the Federal government hereinbefore mentioned, shall furnish the Contractor with non-discrimination posters, which the Contractor shall display in conspicuous places readily seen by employees and applicants for employment.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency: Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

CONTRACT

PART I -- AGREEMENT

THIS AGREEMENT entered into as of this 4th day of December, 1959, by and between Providence Redevelopment Agency of the City of Providence, State of Rhode Island, hereinafter referred to as the "Local Public Agency", and the City of Providence, a municipal corporation in the City of Providence, State of Rhode Island, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the Local Public Agency has, under date of September 12, 1958, entered into a Contract for Advance with the United States of America providing for financial aid to the Local Public Agency under Title I of the Housing Act of 1949, as amended by all amendatory Acts including the Housing Act of 1954; and

WHEREAS, pursuant to such Contract the Local Public Agency is undertaking certain activities necessary for the planning or execution of a Project, situated in the Project Area described below; and

WHEREAS, the Local Public Agency desires to engage the Contractor to render certain technical advice and assistance in connection with such undertakings of the Local Public Agency.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform all the necessary services provided under this Contract in connection with and respecting the following Project Area:

Located in the City of Providence, County of Providence, State of Rhode Island, beginning at the intersection of the centerlines of Westminster and Brigham Streets, centerline of Brigham Street, centerline of Broad Street. including Lots 120. 121. 122.

136, 126, 127 and 107 on Plat 24, centerline of Westminster Street to the point of origin, and shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the Local Public Agency, the following:

(a) the preparation of a portion of a Final Project Report, constituting Part I of an application for Loan and Grant for the project area pursuant to the requirements of the Urban Renewal Manual Part 3, Chapter 1, Section 3, which is hereby incorporated herein by reference and made a part hereof as if more fully set forth, which shall consist as therein prescribed of:

1. Code No. R-313 - Report on planning proposals - Items b. 1, 3, 4, 5 and 6;
2. Code No. R-315 - Report on relationship of planning proposals to plans for neighborhood of which project area is a part - Item d;
3. Code No. R-316 - Statements establishing that Urban Renewal Plan is in conformity with the locality's general plan and Workable Program; and
4. Code No. R-311 - Exhibit "A" - Item 2. Land Use Provisions and Building Requirements and Item 3. Zoning.

(b) The text of the above identified portions of the Final Project Report shall be delivered to the Agency in two (2) copies.

(c) Attend conferences with the Agency staff, other contractors, consultants, local officials as required to complete Paragraphs (a) and (b) above in an expeditious and satisfactory manner.

2. Time of Performance. The services of the Contractor are to commence upon written notice of the Agency to proceed and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed within ^{RES} forty (40) consecutive calendar days from the date of receipt of said written notice.

3. Compensation. The Agency shall pay the Contractor an amount not to exceed Nine Hundred Seventy Five and 51/100 (\$975.51) Dollars which shall constitute full and complete compensation for the services outlined in paragraph 1 above.

4. Method of Payment. The Contractor shall be paid weekly for the pro-rata time of those staff personnel its City Plan Commission utilized in completing the services under the terms and conditions of this contract.

Each weekly payment request shall be made on a time sheet form supplied by this Agency which shall reveal the total salary approved by the City Ordinance for the position and the proportionate time and amount thereof requested for payment for the services rendered.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum amount of \$975.51 for all of the services required.

5. Terms and Conditions. This agreement is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions (Form H-621B, dated _____).

6. Other Provisions.

7. Non-Federal Labor Standards Provisions. The following labor standards provisions are applicable to this Contract under State or local law: Provided, That the inclusion of such provisions in this Contract shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal labor standards provisions of this Contract: And provided further, That the limitations if any in these non-Federal labor standards provisions upon hours per day, per week, or per month which the employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in the Federal labor standards provisions of this Contract for corresponding classifications, such State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

8. Prevailing Salaries. Not less than the respective salaries prevailing in the locality as determined pursuant to the attached "Determination of Prevailing Salaries of Technical Positions" shall be paid to persons in the respective occupations listed therein employed in the performance of work under this Contract.

9. Certifications. The Contractor shall furnish to the Local Public Agency with each statement submitted for services rendered certifications as to compliance with Section 8 of this Part when applicable, and a similar certification of the subcontractors with respect to employees engaged in work under this Contract.

IN WITNESS WHEREOF the Local Public Agency and the Contractor have executed this agreement as of the date first above written.

Attest:

PROVIDENCE REDEVELOPMENT AGENCY

By _____

Contractor