

# Report of the Board of Park Commissioners Relative to the North Burial Ground

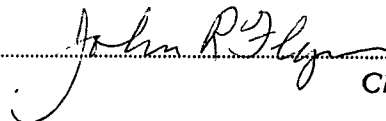
To the Honorable, the City Council of the City of Providence:

The Board of Park Commissioners report that they have received from the following named persons, the following sums of money, the income thereof to be applied to the preservation and care of the following specified burial lots in said grounds, respectively as follows:

From	The Sum of	For Lot Standing in Name of
George K. Demopulos	23.00	Same
Helen Dyer	23.00	"
Kacheg Topalian & wf. Arpine	49.00	"
John E. Meegan	20.00	"
Elizabeth Theodore R. Jeffers & wf.	23.00	"
Mary Cappos	23.00	"

and recommend the passage of the accompanying Resolution.

Respectfully submitted for the Board of Park Commissioners,

 Chairman.

## Resolution of the City Council

RESOLVED, That the following gifts of the following sums of money, to the Board of Park Commissioners, in trust, the income thereof to be applied, under the provisions of Chapter 367 of the Public Laws, January Session 1861, to the preservation and care of the following specified burial lots in said ground be and the same are hereby respectively accepted ~~as follows, viz:~~

From	The Sum of	For Lot Standing in Name of	Fund Accepted Under the Name of
George K. Demopulos	23.00	Same	Same
Helen Dyer	23.00	"	"
Kacheg Topalian & wf. Arpine	49.00	"	"
John E. Meegan	20.00	"	"
wf. Elizabeth Theodore R. Jeffers &	23.00	"	"
Mary Cappos	23.00	"	"

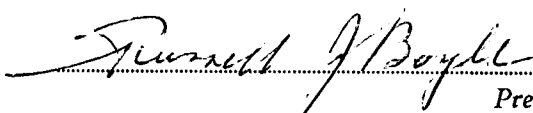
In City Council,

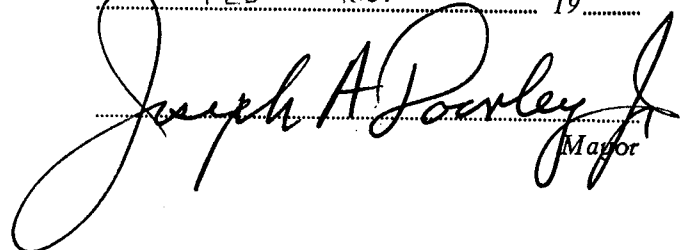
Approved,

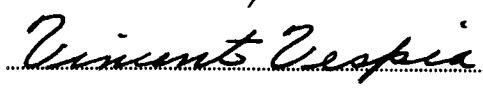
FEB 16 1967

FEB 20 1967

Read and Passed.

 President

 Mayor

 Clerk

IN CITY  
COUNCIL

FEB 2 - 1967

FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE

*Walter H. Hapner*, CLERK

THE COMMITTEE ON

*Finance*

Approves Passage of  
The Within Ordinance

*Walter H. Hapner*  
2-10-67  
*Walter H. Hapner*  
Clerk

*Concurrence the Policy and Ordinances, they request*

FILED  
JAN 19 12 00 PM '67  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

# Report of the Board of Park Commissioners Relative to the North Burial Ground

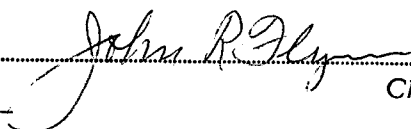
To the Honorable, the City Council of the City of Providence:

The Board of Park Commissioners report that they have received from the following named persons, the following sums of money, the income thereof to be applied to the preservation and care of the following specified burial lots in said grounds, respectively as follows:

From	The Sum of	For Lot Standing in Name of
Joseph Sherman	23.00	Same
Margaret Benton	20.00	"
Joseph H. Bacon	20.00	"
Louise B. Storey Est. of Herbert T. &	23.00	"
Charles Le Mar	23.00	"

and recommend the passage of the accompanying Resolution.

Respectfully submitted for the Board of Park Commissioners,

  
Chairman.

## Resolution of the City Council

RESOLVED, That the following gifts of the following sums of money, to the Board of Park Commissioners, in trust, the income thereof to be applied, under the provisions of Chapter 367 of the Public Laws, January Session 1861, to the preservation and care of the following specified burial lots in said ground be and the same are hereby respectively accepted as follows, viz:

From	The Sum of	For Lot Standing in Name of	Fund Accepted Under the Name of
Joseph Sherman	23.00	Same	Same
Margaret Benton	20.00	"	"
Joseph H. Bacon	20.00	"	"
Louise B. Storey Est. of Herbert T. &	23.00	"	"
Charles Le Mar	23.00	"	"

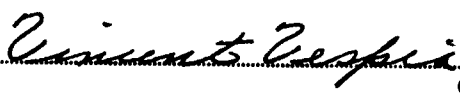
In City Council,

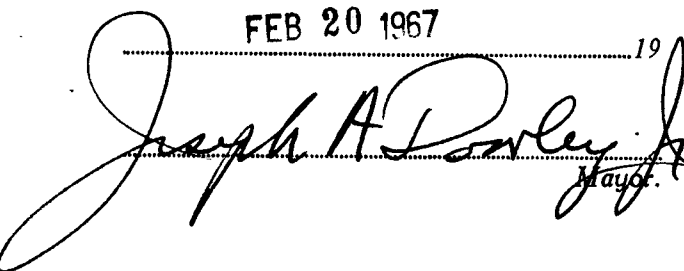
Approved,

FEB 16 1967

FEB 20 1967

Read and Passed.

  
Clerk.

  
Mayor.

FILED

JAN 19 12 01 PM '67

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

IN CITY  
COUNCIL

FEB 2 - 1967

FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE

*Wincent Mason*, CLERK

THE COMMITTEE ON

*Finances*  
Approves Passage of  
The Within Ordinance

*Robert L. Cooke*  
~~Chairman~~  
2-10-67  
*Clerk*

*Concurrence the Public and Private, by request*

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 171

Approved February 20, 1967

RESOLVED, That the accompanying petition of Jack Savran for permission to erect a marquee or canopy to the Conrad Building at Westminster and Aborn Streets, Lot 322 on Plat 25, all in accordance with plans approved by the Director of the Department of Building Inspection, is hereby granted.

IN CITY COUNCIL

FEB 16 1967

READ and PASSED

*Russell Boyle*  
President  
*Vincent Cappa*  
Clerk

APPROVED

FEB 20 1967

*Joseph A. Parley Jr.*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

THE COMMITTEE ON

*James P. [unclear]*  
Approves Passage of  
The Within Resolution

*James P. [unclear]*  
2-14-67  
*Clark*

CERTIFICATE OF INSURANCE



THE HOME INSURANCE INDEMNITY COMPANY

THIS IS TO CERTIFY, that policies in the name of

Name and Address of Insured: Jack Savran  
377-391 Westminster St.  
Providence, R.I.

are in force at the date hereof, as follows:

KIND OF POLICY	POLICY NO.	POLICY PERIOD	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
A-Workmen's Compensation		Eff. Exp.	Provided by Workmen's Compensation Law State of	Nil
B-Manufacturers' or Contractors' Liability		Eff. Exp.	Each person \$ Each accident \$	Each accident \$ Aggregate \$
C-Owners', Landlords' and Tenants' Liability		Eff. Exp.	Each person \$ Each accident \$	Each accident \$
D-Automobile Liability (1) Owned Vehicles (2) Hired Vehicles (3) Other Non-owned Vehicles		Eff. Exp.	Each person \$ Each accident \$	Each accident \$
E-Comprehensive Liability (1) Automobile		Eff. Exp.	Each person \$ Each accident \$	Each accident \$
(2) General	877 20 08	Eff. 12/15/66 Exp. 12/15/67	Each person \$ 500,000. Each accident \$ 500,000. Aggregate \$ 500,000.	Each accident \$ 500,000. Aggregate \$ 500,000.
(3) General-Automobile		Eff. Exp.	Each Person \$ Each accident \$ Aggregate \$	Each accident \$ Aggregate \$
F-Other				

City of Providence is named as an Additional Insured with regard to the marquee over Westminster Street.

Certificate issued to City of Providence  
at City Hall, Providence, R.I. Att: Vincent Vespia 10 days

In the event of cancellation of said policies or a reduction in the limits of liability, the company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation or liability upon the company.

MORTON SMITH, INC.

MORTON SMITH, Inc.

BY 

ATTORNEY  
Authorized Representative

Dated 2/1/67  
H-7353 a(F) REV. 12/63

PRINTED IN U.S.A.

**CITY OF PROVIDENCE**  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

**PETITION TO THE CITY COUNCIL**

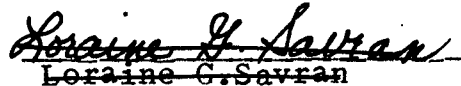
**TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:**

*The undersigned respectfully petitions your honorable body for*

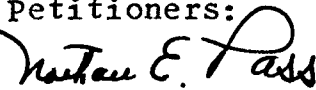
permission to erect a marquee or canopy to the Conrad Building located at Westminster and Aborn Streets, Providence, Rhode Island, and designated as Assessors Lot 322 on Assessors Plat 25 in the Tax Assessors Office of the City of Providence, as indicated in the plan submitted herewith. The undersigned are the owners of said Conrad Building.

Dated: January 30, 1967.

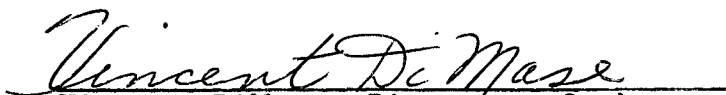
  
Jack Savran

  
Loraine G. Savran

Atty. for Petitioners:

  
Nathan E. Pass  
430 Industrial Bank Building  
Providence, Rhode Island 02903  
Tel 421-4617

Approved for Construction:

  
Vincent DiMase, Director of the  
Department of Building Inspection



FILED

JAN 30 11 24 AM '67

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

IN CITY  
COUNCIL

FEB 2 - 1967

FIRST READING  
REFERRED TO COMMITTEE ON  
LICENSES.....

Vincent Desjardis, CLERK

Council President Boyle and Councilman Harrell, by request

CERTIFICATE OF INSURANCE



THE HOME INSURANCE COMPANY  
INDEMNITY

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS Jack Savran  
377-391 Westminster St.  
Providence, R.I.

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION		Eff. Exp.	Provided by Workmen's Compensation Law-State of	NIL
COMPREHENSIVE GENERAL LIABILITY	801 21 04	Eff.12/15/67 Exp.12/15/70	\$ 500 ,000 Each person \$ 500 ,000 Each occurrence \$ 500 ,000 Aggregate	\$500 ,000 Each occurrence \$500 ,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
OWNERS', LANDLORDS' & TENANTS' LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
CONTRACTUAL LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
AUTOMOBILE LIABILITY <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-Owned Automobiles		Eff. Exp.	\$ ,000 Each person \$ ,000 Each accident	\$ ,000 Each accident
COMPREHENSIVE AUTO-MOBILE LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence
OTHER:		Eff. Exp.		

City of Providence is named as an additional insured with regard to the marquee over Westminster St.

Certificate issued to City of Providence  
at City Hall, Providence, R.I. Att: Vincent Vespia

In the event of cancellation of said policies or a reduction in the limits of liability, the company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation or liability upon the company.

MORTON SMITH, INC.  
MORTON SMITH, Inc.  
1/2/68  
DATED AUTHORIZED REPRESENTATIVE

CERTIFICATE ISSUED TO:

NAME City of Providence  
and City Hall  
ADDRESS Providence, R.I.  
Att: Vincent Vespia

CERTIFICATE OF INSURANCE



THE HOME INSURANCE COMPANY  
INDEMNITY

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS  
**Jack Savran**  
**377-391 Westminster St.**  
**Providence, R.I.**

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION		Eff. Exp.	Provided by Workmen's Compensation Law-State of	NIL
COMPREHENSIVE GENERAL LIABILITY	801 21 04	Eff.12/15/67 Exp.12/15/70	\$ 500 ,000 Each person \$ 500 ,000 Each occurrence \$ 500 ,000 Aggregate	\$500 ,000 Each occurrence \$500 ,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
OWNERS', LANDLORDS' & TENANTS' LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
CONTRACTUAL LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
AUTOMOBILE LIABILITY <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-Owned Automobiles		Eff. Exp.	\$ ,000 Each person \$ ,000 Each accident	\$ ,000 Each accident
COMPREHENSIVE AUTO-MOBILE LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence
OTHER:		Eff. Exp.		

City of Providence is named as an additional insured with regard to the marquee over Westminster St.

Certificate issued to City of Providence  
at City Hall, Providence, R.I. Att: Vincent Vespia

In the event of cancellation of said policies or a reduction in the limits of liability, the company will ~~cancel~~ <sup>10 days</sup> give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation or liability upon the company.

MORTON SMITH, INC.

1/2/68

DATED

AUTHORIZED REPRESENTATIVE

*Polly Sampson*

*1/8/67 approved Vincent Vespia  
Asst city Solicitor*

CERTIFICATE ISSUED TO:

NAME and ADDRESS

City of Providence  
City Hall  
Providence, R.I.  
Att: Vincent Vespia

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 172

Approved February 20, 1967

RESOLVED, That the accompanying petition of Vincent Duva to erect a revolving sign at 1348 Chalkstone avenue; Plat 94, Lot 119; all in accordance with plans approved by the Director of the Department of Building Inspection is hereby granted.

IN CITY COUNCIL

FEB 16 1967

READ and PASSED

*William A. Daghia*  
President  
Clerk

APPROVED

FEB 20 1967

*Joseph A. Dowley Jr.*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

THE COMMITTEE ON

*Resolved*  
Approves Passage of  
The Within Resolution

*Witnessed*  
2-14-87  
Clerk

## PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

*The undersigned respectfully petitions your honorable body*

To permit the erection of (1) stock Shell revolving sign to replace the existing stationary sign at the Shell Service Station at 1348 Chalkstone Avenue, Providence, Rhode Island at the corner of Aldine Street. Plat 94, Lot 119 in order to comply with the ~~EXISTING~~ ruling that any rotating sign that rotates over a public traveled way must receive City Council Approval.

Owner: *Vincent Duva*  
Vincent Duva

Approved for construction:

*Vincent Di Mase*  
Director, Dept. of Bldg. Insp.

RECEIVED JAN 24 1967

OFFICE OF THE CITY CLERK  
CITY OF PROVIDENCE, R.I.

IN CITY  
COUNCIL

FEB 2 - 1967

FIRST READING  
REFERRED TO COMMITTEE ON  
.....LICENSES.....

Wincent Lefevre, CLERK

Councilman Deane, by request

FILED  
JAN 24 5 06 PM '67  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 173

Approved February 20, 1967

RESOLVED, That the accompanying petition of Ross-Simons Jewelers, for construction of a sign upon existing Marquee along Westminster Mall; all in accordance with plans approved by the Director of the Department of Building Inspection, is hereby granted.

IN CITY COUNCIL

FEB 16 1967

READ and PASSED

*Donald G. Boyle*  
President  
*Annunzio Regalia*  
Clerk

APPROVED

FEB 20 1967

*Joseph A. Porley Jr.*  
MAYOR



RESOLUTION  
OF THE  
CITY COUNCIL

THE COMMITTEE ON

APPROVES PASSAGE OF  
THE WITHIN RESOLUTION

*Concurrent Resolution*

2-14-29

Committee

*Lead*

**PETITION TO THE CITY COUNCIL**

**TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:**

*The undersigned respectfully petitions your honorable body*

*For construction of a sign on  
existing marquee. Westminister St.*

*Bert Mandeville  
Mandeville Signs Inc.  
By  
Ross Simmons*

*Approved for Construction  
Vincent DiMase  
Director, Dept. Building  
Inspection. Oct. 28, 1966*

IN CITY  
COUNCIL

DEC 2 - 1965

FIRST READING  
REFERRED TO COMMITTEE ON  
LICENSES

Vincent Lapina, CLERK

Mr. President Bayle My report

DEPT. OF CLERK  
PROVIDENCE, R.I.  
MAY 25 10 02 AM '65

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 174

Approved February 20, 1967

RESOLVED,

That the accompanying petition of Most Reverend Russell J. McVinney, D.D., Roman Catholic Bishop of Providence for permission to erect a canopy projecting over the public way at the Cathedral square entrance of the proposed Chancery Office Building, all in accordance with the approval of plans by the Director of the Department of Building Inspection, is hereby granted.

IN CITY COUNCIL

FEB 16 1967

READ and PASSED

*Russell J. McVinney*

President

*Vincent C. Casper*

Clerk

APPROVED

FEB 20 1967

*Joseph A. Barley Jr.*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

THE COMMITTEE ON

APPROVES PASSAGE OF  
THE WITHIN RESOLUTION

2-24-67

Chairman

Clark

PETITION TO THE CITY COUNCIL

2

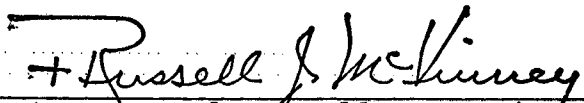
TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:


*The undersigned respectfully petitions your honorable body*

January 24, 1967

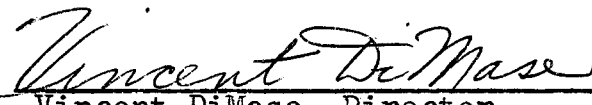
for permission to erect a canopy projecting over the public way  
at the Cathedral Square entrance of the proposed Chancery Office  
Building.

Said canopy is to be constructed in accordance with details show on  
attached sheets #1, 4, 11, S4 and S7 of the Chancery Building plans  
prepared by Maginnis and Walsh and Kennedy, Architects, Boston, Mass.

  
Most Reverend Russell J. McVinney, D.D.  
Bishop of Providence

  
Chancellor

Approved for Construction

  
Vincent DiMase, Director  
Department of Building Inspection

# IN CITY COUNCIL

FEB 2 - 1967

FIRST READING  
REFERRED TO COMMITTEE ON

.....LICENSES.....

*Wincent Diapras*, CLERK

*Councilman President Donald L. Boyle and  
Councilman Joseph P. Harcourt, by request*

FILED  
JAN 25 11 21 AM '67  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

# JAMES F. FREEMAN COMPANY

INSURANCE OF ALL KINDS

888 RESERVOIR AVENUE CRANSTON, RHODE ISLAND 02910  
PHONE 467-8075 3/1/67

To: MR. VINCENT VESPIA, CITY CLERK

Memo from: JAMES F. FREEMAN COMPANY

DEAR MR. VESPIA,

RE: GILBANE BUILDING COMPANY  
CHANCERY OFFICE BUILDING  
PROJECT - "MARQUEE"

ENCLOSED PLEASE FIND YOUR NEW  
CERTIFICATE OF INSURANCE, FOR  
THE ABOVE CAPTIONED PROJECT.

IF YOU SHOULD HAVE ANY QUESTIONS,  
KINDLY LET US KNOW, OR DIRECT THEM  
TO MR. PEZZULLO, WHO WILL BE HAPPY  
TO CONTACT US.

VERY TRULY YOURS,

JAMES F. FREEMAN CO.

By: *Walter Freeman Cawley*

MFC:FMF





# The Aetna Casualty and Surety Company

Hartford, Connecticut



## Certificate of Insurance

To **MR. VINCENT VESPIA, CITY CLERK**  
**CITY OF PROVIDENCE**  
**CITY HALL**  
**PROVIDENCE, RHODE ISLAND**

Date **3/1/67**

Gentlemen: This is to certify that insurance policies, subject to their terms, conditions and exclusions, are at present in force in this Company as follows: **AS RESPECTS THE MARQUEE TO BE ERECTED AT THE CHANCERY OFFICE BUILDING, CATHEDRAL SQUARE, PROVIDENCE, THE FOLLOWING**  
Name of Insured **IS AN ADDITIONAL INSURED: THE CITY OF PROVIDENCE, AND**  
Covering **GILBANE BUILDING COMPANY AND B. T. EQUIPMENT Co., A.I.M.A.**

KIND OF INSURANCE	LIMITS OF LIABILITY	POLICY NO.	EFFECTIVE	EXPIRATION
Workmen's Compensation				
Manufacturers' & Contractors' Bodily Injury Liability	Thousand Dollars Each Person Thousand Dollars Each Accident			
Property Damage Liability	Thousand Dollars Each Accident Thousand Dollars Aggregate			
Owners' or Contractors' Protective Bodily Injury Liability	Thousand Dollars Each Person Thousand Dollars Each Accident			
Property Damage Liability	Thousand Dollars Each Accident Thousand Dollars Aggregate			
Comprehensive Automobile Bodily Injury Liability	Thousand Dollars Each Person Thousand Dollars Each Accident			
Property Damage Liability	Thousand Dollars Each Accident			
Comprehensive General Bodily Injury Liability	500 Thousand Dollars Each Person 1000 Thousand Dollars Each Accident 1000 Thousand Dollars Aggregate			
Property Damage Liability	1000 Thousand Dollars Each Accident 1000 Thousand Dollars Aggregate	43AL7581SR 43AL121071SR	5-15-66 5-15-67	5-15-67 5-15-68
Bodily Injury Liability	Thousand Dollars Each Person Thousand Dollars Each Accident Thousand Dollars Aggregate			
Property Damage Liability	Thousand Dollars Each Accident Thousand Dollars Aggregate			

In event of cancellation,  
written notice will be given to the party  
to whom this certificate is addressed.

**The Aetna Casualty and Surety Company**

(C-206-0) 9-62

**JAMES F. FREEMAN COMPANY, AGENT**

By Wm. H. Freeman Cowley  
Authorized Representative

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 175

Approved February 20, 1967

RESOLVED,

That the accompanying petition of Camille Roman Garden for permission to erect a marquee over and across the sidewalk at 71 Bradford Street, Lot 20, Plat 26; all in accordance with plans approved by the Director of the Department of Building Inspection is hereby granted.

IN CITY COUNCIL

FEB 16 1967

READ and PASSED

*Vincenta DeGrazia*  
President  
Clerk

APPROVED

FEB 20 1967

*Joseph A. Poorley Jr.*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

**THE COMMITTEE ON**

**Approves Passage of  
The Within Resolution**

*James L. Leavelle*  
Chairman

2-14-67

*Clark*

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

*The undersigned respectfully petitions your honorable body for*  
permission to erect a Marquee over and across the sidewalk at  
Camille's Roman Garden Restaurant, located at 71 Bradford Street,  
being also Plat 26 Lot 120; the erection of said Marquee shall be  
first approved by the Director of the Department of Building Inspection.

*Camille Roman Garden*  
*by Frank Caprio*  
*attorney*

*Approved for Construction*  
*Feb. 14, 1967*

*Vincent DiMase*  
*Director, Dept.*  
*Bldg. Inspection*

# IN CITY COUNCIL

JAN 19 1967

FIRST READING  
REFERRED TO COMMITTEE ON  
.....LICENSES.....  
*Dwight Dapine*, CLERK

*Councilman Caputo, by request*



TRANSAMERICA INSURANCE GROUP

**TRANSAMERICA INSURANCE COMPANY**

A STOCK COMPANY

HOME OFFICE: LOS ANGELES, CALIFORNIA

INLAND MARINE FLOATER POLICY

1 IM 213784

REPLACING NO. 1 IM 151347

Insured's Name and Address: (No., Street, Town, County, State)

CAMILLE'S ROMAN GARDENS, INC.

71 BRADFORD STREET

PROVIDENCE, RHODE ISLAND

Policy Period: (Mo. Day Yr.)

From AUGUST 19, 1965 to AUGUST 19, 1968



\$ 432.00 PREMIUM 6% RATE \$ 2400.00 AMOUNT

In consideration of the stipulations herein named and of the premium above specified the Company does insure the Insured named above, hereinafter called the Insured, whose address is shown above, from the inception date shown above, at noon, to the expiration date shown above, at noon, Standard Time at place of issuance, to an amount not exceeding the amount(s) above specified, on the following described property:

ENDORSEMENT IM 2161

IM 2332

~~XM 2161~~

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Agency at PROVIDENCE, RHODE ISLAND

Countersigned:

6/28/65 LM

WILLIAM H. GARRAHAN & CO., Inc.

*Margaret A. Garrahan* Agent  
SECRETARY

Attach Schedules and Endorsements Here

INLAND MARINE

IM 2332  
(Ed. 3-62)

DEFERRED PREMIUM PAYMENT ENDORSEMENT

Attached to and forming part of Policy No. 1 IM 213784 of the TRANSAMERICA INS. CO.

Issued to CAMILLE'S ROMAN GARDENS, INC.

NAME OF INSURED

Agency at PROVIDENCE, RHODE ISLAND

CITY OR TOWN AND STATE

Effective Date of this Endorsement 8-19-65

IN CONSIDERATION OF THE RATE FOR THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED, AND THE PROVISIONS OF THIS ENDORSEMENT, THE PREMIUM IS MADE PAYABLE IN THREE EQUAL PAYMENTS OF ONE HUNDRED FORTY FOUR 00/100

EACH FOR A TOTAL OF \$ 432.00 ; THE FIRST PAYMENT SHALL BE DUE ON INCEPTION OF POLICY; THE FUTURE PAYMENTS, ONE FOR EACH ADDITIONAL YEAR OF THE POLICY TERM, SHALL BE DUE ON THE ANNIVERSARY DATE OF THE POLICY FOR SUCH SUCCEEDING YEAR. \$ 144.00

Default in making any payment shall be construed as a request of the Insured to cancel this policy, in which case the Company shall, upon demand and surrender of this policy, or after five days' written notice to the Insured, comply with the said request.

IF THIS POLICY IS CANCELED, EITHER AT THE REQUEST OF THE INSURED OR AT THE ELECTION OF THE COMPANY, THE COMPANY SHALL REFUND TO THE INSURED ONLY THE EXCESS OF PAID PREMIUM OVER EARNED PREMIUM. IN THE EVENT THE EARNED PREMIUM EXCEEDS THE PAID PREMIUM THE INSURED SHALL PAY THE COMPANY THE DIFFERENCE.

This policy in all other respects remains unchanged.

Dated

UNIFORM PRINTING  
BROOKLYN CHICAGO  
LOS ANGELES SAN FRANCISCO  
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AND SUPPLY DIVISION

WILLIAM H. GARRAHAN & CO., Inc.

Margaret A. Garrahan  
Agent's Signature SECRETARY

THIS POLICY INSURES AGAINST:

All risks of loss of or damage to the above described property, except as hereinafter provided.

THIS POLICY DOES NOT INSURE AGAINST:

(a) Loss or damage to property shipped via the Panama Canal, or to or from Alaska, Hawaii or Puerto Rico;

(b) Loss or damage caused by wear and tear or gradual deterioration;

(c) Loss or damage caused by faulty manufacture, installation or occasioned by the inherent character of the insured property;

(d) Loss or damage caused by breakage during installation, repairing or dismantling, nor breakage during transportation unless caused by fire, lightning, collision, derailment or overturning of vehicle;

(e) Mechanical breakdown; against loss or damage to electric apparatus caused by electricity, other than lightning, unless fire ensues and then only for loss or damage by such ensuing fire;

(f) Loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the property at and after any disaster insured against;

(g) Loss or damage caused by dampness of atmosphere or extremes of temperature;

(h) Loss or damage caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

(i) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

Each claim for loss or damage (separately occurring) shall be adjusted separately and from the amount of each such adjusted claim there shall be deducted a sum equivalent to 5% of the amount of insurance on the insured item lost or damaged, but not less than \$10.00 nor more than \$100.00 on any one item.

The Company shall not be liable in the event of loss or damage for any greater proportion of such loss or damage than the amount hereby insured bears to the actual value of the property insured at the time when such loss or damage shall happen. If this policy covers two or more items, this condition to apply to each item separately.

This policy insures only while the property is at locations within or is in transit within and between the states of the United States, the District of Columbia, Puerto Rico or Canada but subject always to the limitations, conditions, exclusions and exceptions stated herein.

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Margaret A. Garrahan  
Agent's Signature SECRETARY

## CONDITIONS

1. **Misrepresentation and Fraud.** This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

2. **Notice of Loss.** The Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with the Company or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

3. **Examination Under Oath.** The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

4. **Valuation.** The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

5. **Settlement of Loss.** All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.

6. **No Benefit to Bailee.** This insurance shall in nowise inure directly or indirectly to the benefit of any carrier or other bailee.

7. **Subrogation or Loan.** If in the event of loss or damage the Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company.

8. **Reduction in Amount of Insurance.** The amount of insurance and the applicable limit of liability, upon the occurrence of any loss covered hereunder, is reduced by the amount of such loss.

9. **Pair, Set or Parts.** In the event of loss of or damage to:

- (a) any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

- (b) any part of property covered consisting, when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.

10. **Protection of Property.** In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.

11. **Suit.** No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

12. **Appraisal.** If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

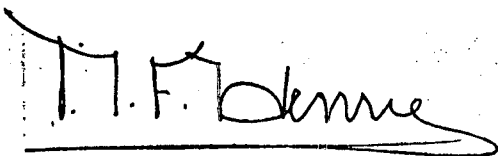
13. **Cancellation.** This policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when, not less than five (5) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

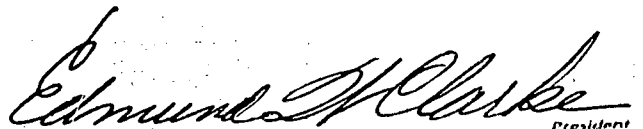
If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.

14. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

15. **Conformity to Statute.** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

In Witness Whereof, the Company has executed and attested these presents, but this policy shall not be valid unless countersigned by a duly authorized agent of the Company at the agency hereinbefore mentioned.

  
Secretary

  
President