THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 163

*Approved* March 11, 1969

RESOLVED, That the sum of One Thousand ($1,000) Dollars is hereby ordered transferred by the Board of Commissioners of Sinking Funds from the "Fire Insurance Fund" established by Section 21-64 Article III of Chapter 21 of the Code of Ordinances of the City of Providence, Rhode Island effective October 21, 1968, entitled "Fire Insurance Fund" to a separate account in the Capital Fund to be known as, "Classical High School Fire Damage Fund".

Said sum or so much thereof as may be necessary shall be expended to replace windows broken by recent fire in the area.

Any balance remaining in said fund at the completion of repairs shall revert to the "Fire Insurance Fund".

IN CITY COUNCIL

MAR 6 - 1969

READ and PASSED

President

Clerk

APPROVED

MAR 11 1969

MAYOR

RESOLUTION
OF THE
CITY COUNCIL



Councilman McNulty and Council Mon Pisatero, by request

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 164

*Approved* March 11, 1969

RESOLVED, that the City Solicitor is directed to appear before the 1969 session of the General Assembly to urge passage of the accompanying act in amendment of Chapter 3726 of the Public Laws of 1956 entitled "An act authorizing the City of Providence to exempt off-street parking structures from taxation.

IN CITY COUNCIL

MAR 6 - 1969

READ and PASSED

President

Clerk

APPROVED

11 1969

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilman McNulty and
Councilman Rosalero, by request

# State of Rhode Island, &c.

## IN GENERAL ASSEMBLY

JANUARY SESSION, A. D. 19 9

# AN ACT

IN AMENDMENT OF CHAPTER 3726 OF THE PUBLIC LAWS OF 1956 ENTITLED "AN ACT AUTHORIZING THE CITY OF PROVIDENCE TO EXEMPT OFF-STREET PARKING STRUCTURES FROM TAXATION

*It is enacted by the General Assembly as follows:*

Section 1. Section 1 of Chapter 3726 of the Public Laws of 1956 entitled "An Act Authorizing the City of Providence to exempt off-street parking structures from taxation", as amended, is hereby further amended to read as follows:

"Section 1. The city council of the City of Providence, by resolution or ordinance passed and approved at any time prior to April 26, 1973, may exempt from taxation for a period not exceeding twelve (12) years, any structure above or under the ground which may hereafter be constructed and located in such city and used by the public for the parking of automobiles off the street or highway, provided the construction of such structure results in at least a two hundred (200%) percent increase in the parking capacity of the premises as they existed prior to erection of such structure, and provided further that the exemp-ion shall be limited to that portion of the structure exclusively used for or devoted to the parking of automobiles and vehicles of that nature."

Section 2. This act shall take effect upon its passage and all acts, or parts of acts, inconsistent herewith are hereby repealed.

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 165

*Approved* March 11, 1969

RESOLVED, That His Honor the Mayor is hereby authorized to enter into a lease agreement with Anthony C. Paolino of the premises located at 112 Union street, Providence, Rhode Island.

IN CITY COUNCIL

MAR 6 - 1969

READ and PASSED

President

Clerk

APPROVED

11 1969

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilman McNulty and
Councilman Pastura, by request

# L E A S E

THIS INDENTURE OF LEASE MADE AND EXECUTED THIS DAY OF , A.D. , BY AND BETWEEN ANTHONY C. PAOLINO HEREINAFTER REFERRED TO AS THE "LESSOR", AND THE CITY OF PROVIDENCE, A MUNICIPAL CORPORATION, IN THE CITY OF PROVIDENCE AND STATE OF RHODE ISLAND, HEREINAFTER REFERRED TO AS THE "LESSEE".

## W I T N E S S E T H:

THE LESSOR, IN CONSIDERATION OF THE RENTS AND CHARGES HEREINAFTER RESERVED DOES HEREBY GRANT, DEMISE AND LEASE UNTO THE LESSEE, SUBJECT TO THE CONDITIONS, RESERVATIONS AND CONVENANTS HEREINAFTER SPECIFIED, CERTAIN SPACE IN OLD TELEPHONE BUILDING LOCATED AT NO. 112 UNION STREET, IN THE CITY OF PROVIDENCE, BEING THAT PORTION OF THE FIRST FLOOR AT PRESENT OCCUPIED BY CITY OF PROVIDENCE, (INSPECTOR OF BUILDING DEPARTMENT) WITH AN AREA OF 2487 SQUARE FEET AND THE ENTIRE SECOND FLOOR ALSO PRESENTLY OCCUPIED BY CITY OF PROVIDENCE AND HAVING AREA OF 4412 SQUARE FEET OR A COMBINED TOTAL AREA OF 6899 SQUARE FEET. AS A FURTHER REFERENCE PLAN IS ATTACHED HERETO.

TO HAVE AND TO HOLD THE SAID PREMISES WITH ALL THE PRIVILEGES AND APPURTENANCES THEREUNTO BELONGING FOR AND DURING A TERM OF FIVE (5) YEARS, BEGINNING FEBRUARY 1, 1969 TO AN INCLUDING THE 31ST DAY OF JANUARY 1974, AT AN ANNUAL RENTAL OF TWENTY THOUSAND SEVEN HUNDRED DOLLARS ($20,700.), WHICH THE LESSEE AGREES TO PAY IN EQUAL MONTHLY INSTALLMENTS OF ONE THOUSAND SEVEN HUNDRED TWENTY-FIVE ($1,725.) DOLLARS, PAYABLE IN ADVANCE, ON THE FIRST BUSINESS DAY OF EACH AND EVERY MONTH.

IN CONSIDERATION OF THE PAYMENT OF SAID RENTS AND THE PERFORMANCE OF THE CONVENANTS AND AGREEMENTS ON THE PART OF THE LESSEE TO BE KEPT AND PERFORMED AS HEREIN SET FORTH, THE LESSOR HEREBY COVENANTS TO AND WITH THE LESSEE AS FOLLOWS:

1. THAT THE LESSEE PAYING THE RENT AND PERFORMING AND OBSERVING THE COVENANTS OF THE LESSEE HEREIN CONTAINED, MAY PEACEABLY HOLD AND ENJOY SAID PREMISES DURING SAID TERM WITHOUT ANY LET OR HINDRANCE BY THE LESSOR OR ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSOR, EXCEPT AS HEREIN PROVIDED.

2. THE LESSOR HEREBY COVENANTS AND AGREES THAT IT WILL PROVIDE TO THE LESSEE ADEQUATE HEAT DURING THE REGULAR BUSINESS HOURS OF 9:00 A.M. TO 5:00 P.M. EACH AND EVERY DAY OF THE YEAR.

3. THE LESSOR FURTHER COVENANTS AND AGREES THAT IT WILL PROVIDE TO THE LESSEE ADEQUATE ELEVATOR SERVICE DURING BUSINESS HOURS.

4. THE LESSEE HEREBY COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:

(A) THAT IT WILL PAY TO THE LESSOR THE SAID SPECIFIED RENT AT THE TIMES AND IN THE MANNER HEREIN PROVIDED.

(B) THAT THE LESSEE WILL PAY FOR ALL ELECTRICITY USED BY IT ON SAID PREMISES, AND TO CLEAN AND MAINTAIN SAID LEASED PREMISES.

(C) THAT IN CASE OF ANY FAILURE ON THE PART OF THE LESSEE TO PAY SAID RENT AND CHARGES AT THE TIMES AND IN THE MANNER AFORESAID, OR IN CASE OF FAILURE ON ITS PART TO PERFORM ANY OR ALL OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED ON ITS PART TO BE KEPT AND PERFORMED, AND IF SUCH FAILURE SHALL CONTINUE FOR THIRTY (30) DAYS AFTER NOTICE IN WRITING BY THE LESSOR TO THE LESSEE, THE LESSOR, BY ANY

AGENT DULY AUTHORIZED SHALL BE AT LIBERTY TO DECLARE THIS LEASE AT AN END AND MAY THEREUPON ENTER UPON AND TAKE IMMEDIATE AND FULL POSSESSION OF SAID PREMISES AND REPOSSES THE SAME AS OF ITS FORMER ESTATE, WITHOUT PREJUDICE TO ITS RIGHT TO RECOVER FULL RENT AND CHARGES FOR THE TIME FOR WHICH THE LESSEE HAS BEEN IN POSSESSION AND ANY DAMAGES WHICH THE LESSOR MAY HAVE SUFFERED BY REASON OF ANY BREACH OF THE TERMS OR CONDITIONS OF THIS LEASE ON THE PART OF THE LESSEE: PROVIDED, THAT IN CASE THE DEFAULT UPON WHICH ANY NOTICE SHALL BE PREDICATED IS IN THE PAYMENT OF ANY RENT OR OTHER MONEY CHARGE RESERVED HEREUNDER, THE LESSEE SHALL HAVE THE RIGHT TO CURE ANY DEFAULT BEFORE ACTUAL POSSESSION IS TAKEN BY THE LESSOR OR ACTUAL SALE OF PROPERTY PLEDGED TO SECURE THE PAYMENT OF THE AMOUNT OF RENT HEREUNDER. SUCH DEFAULT MAY BE CURED BY THE PAYMENT OF THE AMOUNT OF RENT DUE WITH INTEREST AND ANY COSTS OR EXPENSES WHICH THE LESSOR SHALL HAVE BEEN PUT TO ON ACCOUNT OF ANY SUCH DEFAULT.

(D) THAT IT WILL QUIT AND SURRENDER THE DEMISED PREMISES AT THE END OF THE TERM AFORESAID AND EXTENSIONS THEREOF IN AS GOOD A STATE AND CONDITION AS RECEIVED REASONABLE WEAR AND TEAR AND DAMAGE BY FIRE OR BY THE ELEMENTS OR OTHER CAUSES NOT WITHIN ITS CONTROL EXCEPTED; PROVIDED, HOWEVER, THAT ANY FIXTURES, EQUIPMENT OR IMPROVEMENTS WHICH MAY BE PLACED IN OR UPON THE DEMISED PREMISES BY THE LESSEE SHALL REMAIN ITS PROPERTY. AND IT SHALL HAVE THE RIGHT TO REMOVE THE SAME AT ANY TIME DURING THE TERM HEREOF OR WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS LEASE OR ANY EXTENSION THEREOF, LEAVING THE PREMISES AS RECEIVED.

THE LESSOR MAY REQUIRE THE LESSEE TO SO REMOVE SAID IMPROVEMENTS WITHIN SAID TIME AND TO LEAVE SAID PREMISES IN A GOOD CONDITION, OR IN LIEU OF SAID REMOVAL AND RESTORATION MAY MAKE OTHER ARRANGEMENTS WITH THE LESSEE. IN CASE OF

FAILURE ON THE PART OF THE LESSEE TO REMOVE AND RESTORE, IF SO REQUIRED, THE LESSOR SHALL HAVE THE RIGHT TO DO SO AND CHARGE THE COST THERE OF TO THE LESSEE. THE LESSOR SHALL ALSO BE ENTITLED TO CHARGE THE LESSEE REASONABLE COMPENSATION FOR LOSS OF THE USE OF SAID PREMISES DURING THE TIME REQUIRED FOR SAID REMOVAL AND RESTORATION.

(E) NO ALTERATIONS SHALL BE MADE IN THE INTERIOR OF THE DEMISED PREMISES WITHOUT THE CONSENT IN WRITING OF THE LESSOR OR ITS AUTHORIZED AGENTS, BUT SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

5. THE LESSEE AND LESSOR MUTUALLY COVENANT AND AGREE AS FOLLOWS: STAIRWAY, HALLS, AND ELEVATOR TO BE USED IN COMMON WITH OTHER TENANTS.

(A) THE LESSOR SHALL KEEP THE EXTERIOR OF SAID BUILDING IN GOOD CONDITION AND REPAIR DURING THE CONTINUANCE OF THIS LEASE, AND SHALL PAY ALL TAXES AND FEES IMPOSED BY ANY GOVERNMENTAL BODY; AND THE LESSEE SHALL KEEP THE INTERIOR OF SAID BUILDING AND ALL EQUIPMENT LEASED AND USED BY IT IN GOOD ORDER AND REPAIRS.

(B) IN CASE SAID LEASED PREMISES SHALL BE DAMAGED OR DESTROYED BY FIRE OR OTHER CASUALTY SO THAT THE SAME SHALL BE THEREBY RENDERED UNFIT FOR USE AND OCCUPATION, THEN AND IN EACH SUCH CASE, THE RENT HEREBY RESERVED OR A JUST PROPORTIONATE PART THEREOF, ACCORDING TO THE EXTENT OF THE DAMAGE SUSTAINED, SHALL BE ABATED UNTIL THE PREMISES SHALL HAVE BEEN DULY REPAIRED OR RESTORED BY THE LESSOR, PROVIDED, HOWEVER, THAT IF THE WHOLE BUILDING IS SUBSTANTIALLY DAMAGED AND THE LESSOR SHALL NOT ELECT TO REPAIR THE SAME, THEN THIS LEASE SHALL TERMINATE AT THE TIME OF SUCH DAMAGE.

(C) THAT THE PROVISIONS OF THIS LEASE SHALL BIND AND SHALL ENURE TO THE BENEFITS OF THE PARTIES HERETO AND THEIR LEGAL REPRESENTATIVES.

IN WITNESS WHEREOF, THE CITY OF PROVIDENCE HAS CAUSED THESE PRESENTS TO BE EXECUTED IN DUPLICATE AND ITS CORPORATE SEAL TO BE AFFIXED BY JOSEPH A. DOORLEY, ITS MAYOR, DULY AUTHORIZED BY:

ANTHONY C. PAOLINO

BY_____
CITY OF PROVIDENCE

BY_____

STATE OF RHODE ISLAND
PROVIDENCE, SC.

IN PROVIDENCE, ON THE DAY OF A.D. , THEN PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED ANTHONY C. PAOLINO, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY WHO EXECUTED THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED THE SAID INSTRUMENT BY HIM EXECUTED TO BE HIS FREE AND VOLUNTARY ACT AND DEED.

_____
NOTARY PUBLIC

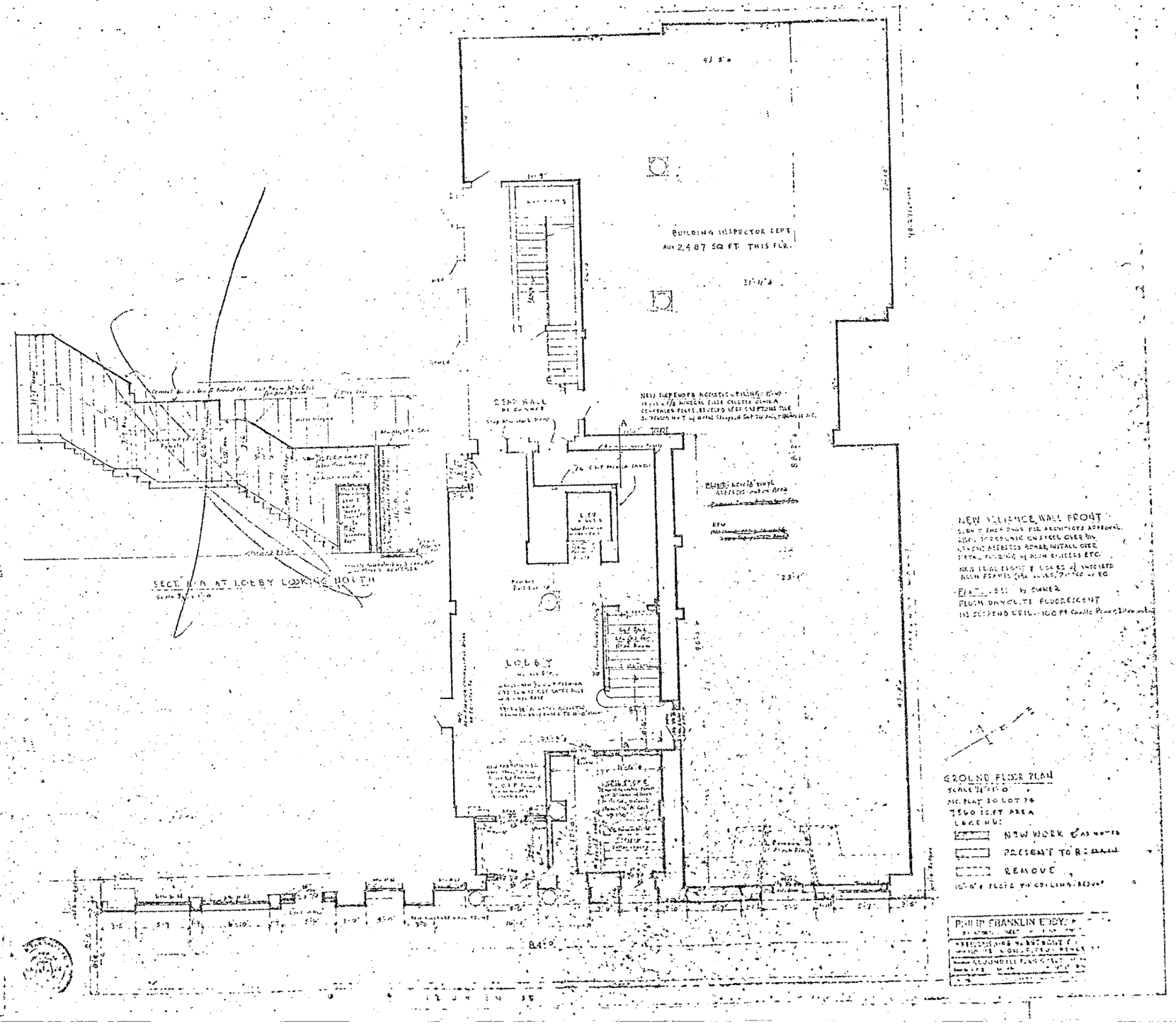
STATE OF RHODE ISLAND
PROVIDENCE, SC.

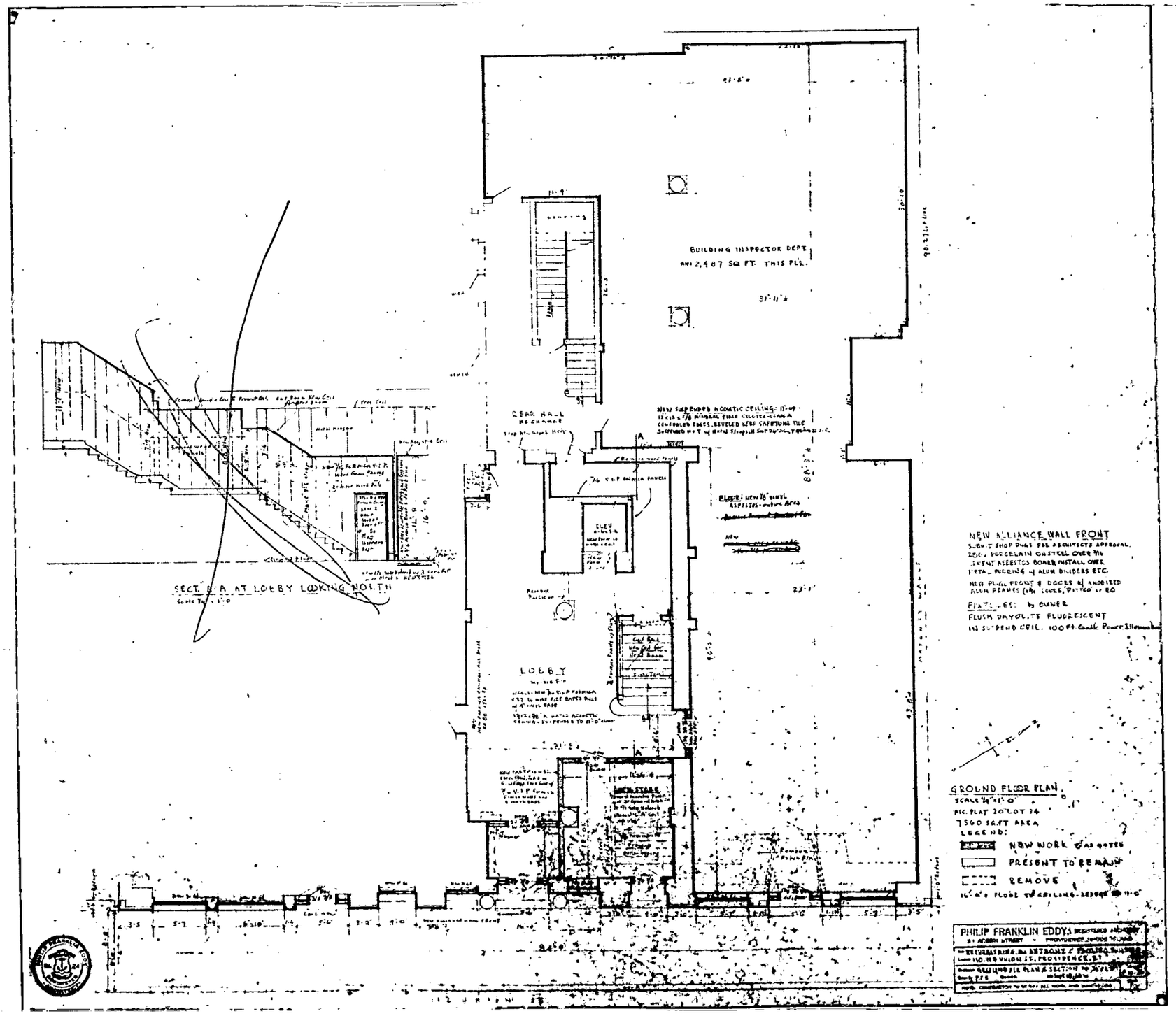
IN PROVIDENCE, ON THE DAY OF A. D. , THEN PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED JOSEPH A. DOORLEY, MAYOR, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY WHO EXECUTED THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED THE SAID INSTRUMENT, BY HIM EXECUTED ON BEHALF OF THE CITY OF PROVIDENCE TO BE HIS FREE AND VOLUNTARY ACT AND DEED AND THE FREE AND VOLUNTARY ACT AND DEED OF SAID CITY.

_____
NOTARY PUBLIC

CORRECT IN FORM AND SATISFACTORY TO ME.

_____
CITY SOLICITOR


BUILDING INSPECTOR DEPT
AREA 2,487 SQ FT THIS FLR.
LOBBY
SECT. B-B AT LOBBY LOOKING NORTH
NEW ALLIANCE WALL FRONT
GROUND FLOOR PLAN
LEGEND:
NEW WORK
PRESENT TO REMAIN
REMOVE
PHILIP FRANKLIN EDDY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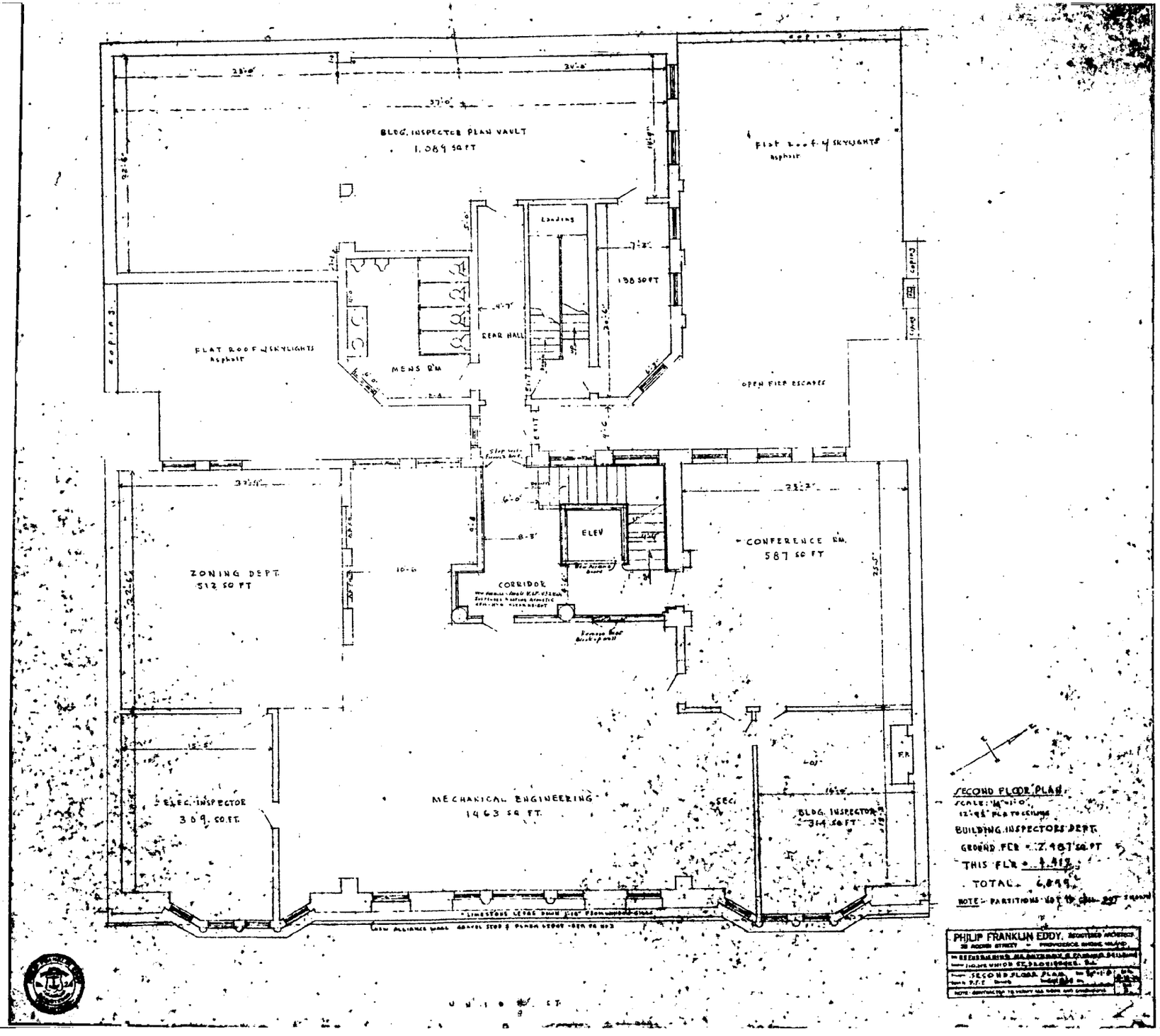

BLDG. INSPECTOR PLAN VAULT
1,089 SQ FT
FLAT ROOF W/SKYLIGHTS
Asphalt
Landing
198 SQ FT
REAR HALL
MENS RM
FLAT ROOF W/SKYLIGHTS
Asphalt
OPEN FIRE ESCAPES
ELEV
CONFERENCE RM.
587 SQ FT
ZONING DEPT.
512 SQ FT
CORRIDOR
ELEC. INSPECTOR
309 SQ FT.
MECHANICAL ENGINEERING
1463 SQ FT.
BLDG. INSPECTOR
314 SQ FT
F.E.
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
12'-6" FLR TO CEILING
BUILDING INSPECTORS DEPT.
GROUND FLR = 7,987 SQ FT
THIS FLR = 1,412
TOTAL = 6,899
NOTE - PARTITIONS
PHILIP FRANKLIN EDDY, REGISTERED ARCHITECT
SECOND FLOOR PLAN

CITY OF PROVIDENCE

# Department of City Clerk

## MEMORANDUM

Providence, R. I., Jan. 20, 1969

TO: Purchasing Agent.

SUBJECT: LEASE OF PREMISES AT 112 UNION STREET - ANTHONY C.PAOLINO-

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: to approve, subject to approval of the Mayor and the City Council, lease of premises at 112 Union Street, Providence, Rhode Island, with Anthony C. Paolino, for a period of five years, at an annual rental of $20,700.00; commencing date to be left vacant.

Mayor ✓
cc: Pur.At.
Contr.
Fin.Dir.
Sol.
File.

Note - If approved by Mayor - please return to City Clerk's Dept. in form of Resolution, to be presented to City Council for approval. (attached are letter from Anthony C. Paolino and Lease together with plans. 1/23/69

2/1/69

Vincent Crespi
City Clerk

REAL ESTATE
SINCE 1910

Anthony C. Paolino Inc.

OWNERS - OPERATORS
HOPPIN-HOMESTEAD BLDG.
357 WESTMINSTER ST.
SMITH BLDG.
57 EDDY ST.
WARWICK BLDG.
244-248 WEYBOSSET ST.
LERNER BLDG.
210-212 WESTMINSTER ST.
SMITH MFG. BLDG.
861 BROAD ST.
LEDERER BLDG.
139 MATHEWSON ST.
POST OFFICE BLDG.
53 BROAD ST.
STORES & PARKING LOT
180 WASHINGTON ST.
309 Westminster St.
311 Westminster St.
49 Weybosset St.
110 Union St.

357 WESTMINSTER MALL, PROVIDENCE, RHODE ISLAND 02903 • TEL. 421-2588

NOVEMBER 26, 1968

CITY OF PROVIDENCE
CITY HALL
PROVIDENCE, RHODE ISLAND 02903

IN RE: PREMISES 112 UNION STREET
PROVIDENCE, RHODE ISLAND
INSPECTOR OF BUILDING DEPARTMENT

GENTLEMEN:

WITH REFERENCE TO LEASE FOR PREMISES AT 112 UNION STREET, PROVIDENCE, RHODE ISLAND, I AGREE TO DO THE FOLLOWING REMODELING:

NEW SUSPENDED TYPE CEILINGS ACOUSTIC.
NEW FLUSH DAYOLITE FLOURESCENT ELECTRIC FIXTURES.
NEW WIRING.
NEW FLOORS, VINYL ASBESTOS ENTIRE AREA.
NEW LAVATORIES MAN AND LADIES.

THIS WORK WILL BE COMPLETED BY FEBRUARY 1, 1969.

ALSO, I AM GOING TO REMODEL THE EXTERIOR OF BUILDING AS FOLLOWS:

EXTERIOR NEW STORE FRONT ENTIRE BUILDING.
SAND BLAST ALL UPPER FRONT.
NEW LOBBY WALLS, CEILINGS AND FLOORS.
NEW SELF-SERVICE ELEVATOR.
NEW ELECTRIC SERVICE FOR INSPECTOR BUILDING DEPARTMENT.

VERY TRULY YOURS,

Anthony C. Paolino

ANTHONY C. PAOLINO

ACP: JA

## 112 UNION STREET

Ground floor Inspector of Buildings Main Office 2487 Sq. FT

Second Floor

| | | |
|---|---|---|
| Vault for building inspectors plan ------ | 1089 | " "" |
| Other storage room ---------- | 138 | " " |
| Zoning Department---------- ---------- | 512 | "" |
| Electric Inspectors Department---------- | 309 | " " |
| Mechanical Engineering Department--------- | 1463 | "" |
| Conference Room---------- | 587 | " " |
| Directors Office Building Inspector ------ | 314 | " " |
| Total area ---------- | 6899 | Sq. feet |

| | |
|---|---|
| Ground Floor | 2487 feet |
| Second Floor | 4412 Feet |
| | 6899 sq feet |

Remodeling

Exterior New store front entire Building
Sand blast all uooer front
New lobby walls Ceilings and floors
new Self Service Elevator
New Electric service
For Inspector building department

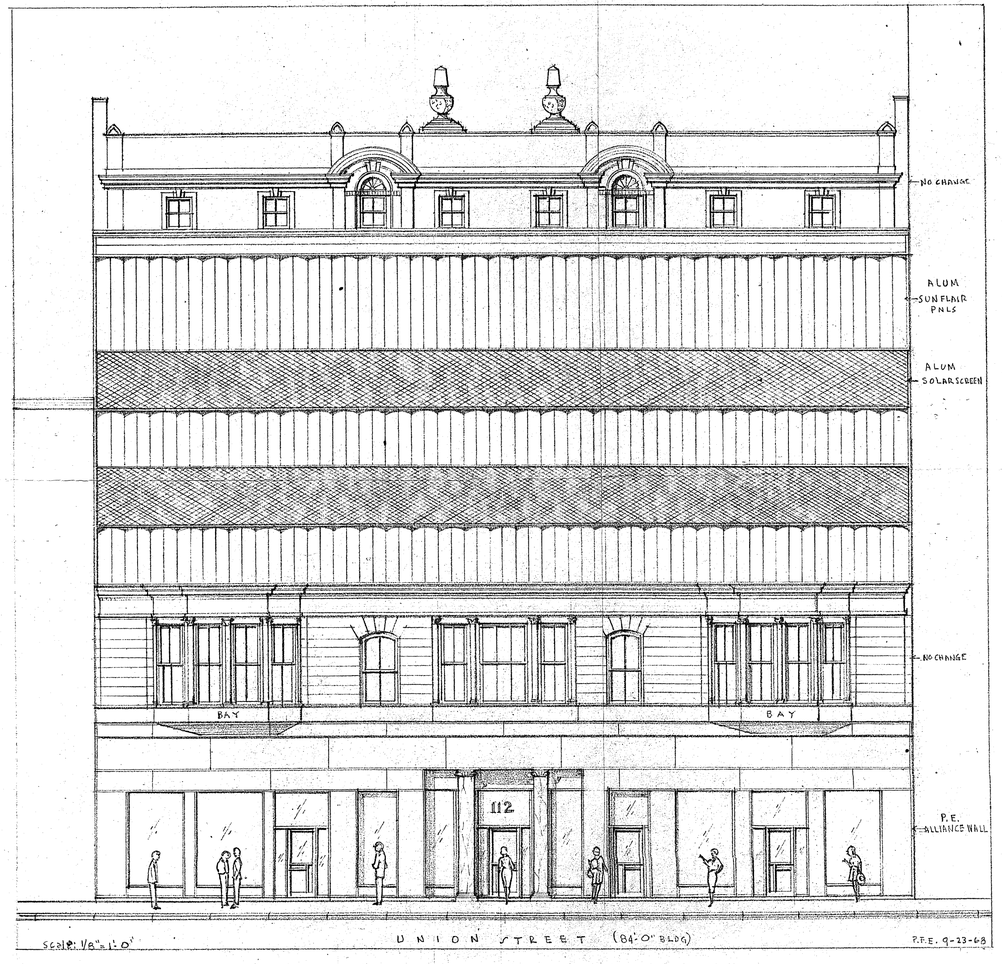
new suspended type ceilings acoustic

New Flush Dayolite Fluorescent electric fixture

New wiring

New Floors Vinyl Asbestos entire area

New Lavatories Men and Ladies


NO CHANGE
ALUM
SUN FLAIR
PNLS
ALUM
SOLAR SCREEN
NO CHANGE
BAY
BAY
112
P.E.
ALLIANCE WALL
SCALE: 1/8" = 1'-0"
UNION STREET (84'-0" BLDG)
P.F.E. 9-23-68

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 166

*Approved* March 11, 1969

RESOLVED, That there is hereby created a Special Committee of the City Council, consisting of five of its Members, to be appointed by the President thereof who shall arrange and conduct the Fiftieth Anniversary, on Tuesday, November 11, 1969 of the signing of the Armistice of World War I.

IN CITY COUNCIL

MAR 6 - 1969

READ and PASSED

President

Clerk

APPROVED

MAR 11 1969

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilman W. Murphy

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 167

*Approved* March 11, 1969

RESOLVED, That, all departmental heads of the City of Providence are authorized to permit leaves of absence, with out loss of salary or other authorized benefits, for employees within their respective departments, who served in the armed forces of the United States of America and have been honorably discharged, are members in good standing of veterans organizations chartered by the Congress of the United States of America, and who desire to attend one of their respective national conventions,

BE IT FURTHER RESOLVED, That a Special Committee consisting of Three Members of the City Council is created, its members to be appointed by the President of the City Council, for the purpose of verifying the service, honorable discharge and membership in good standing in said veterans organizations and to further determine and to grant reasonable travel time to and from the respective Cities wherein said national conventions are scheduled to be held.

IN CITY COUNCIL

MAR 6 - 1969

READ and PASSED

President

Clerk

APPROVED

MAR 11 1969

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilman N. Murphy

THE CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

*No.* 168

*Approved* March 11, 1969

RESOLVED, that a five member Special Committee of the City Council is hereby created, its members to be appointed by the President of said Council, the subject Committee shall plan and conduct on July 4, 1969 the One Hundred and Ninety-Third Anniversary of the Declaration of Independence by the United States of America.

IN CITY COUNCIL

MAR 6 - 1969

READ and PASSED

President

Clerk

APPROVED

MAR 11 1969

MAYOR

RESOLUTION

OF THE

# CITY COUNCIL

Councilman Pisaturo