

# The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## CHAPTER 68-74

No. 32 AN ORDINANCE AMENDING THE APPROPRIATION ORDINANCE

CHAPTER 1870, BY APPROPRIATING THE SUM OF FORTY THOUSAND (\$40,000) DOLLARS TO AN ACCOUNT TO BE KNOWN AS MOVING EXPENSES FOR TRADE SCHOOL.

Approved March 25, 1968

*Be it ordained by the City of Providence:*

SECTION 1. Chapter 1870 of the Ordinances of the City of Providence, as approved September 25, 1967, and entitled: "An Ordinance Making Appropriation of \$50,670,558.30 for the Support of the City Government for the Fiscal Year Ending September 30, 1968", as amended, is hereby further amended by appropriating the sum of Forty Thousand (\$40,000) Dollars to an account to be known as MOVING EXPENSES FOR TRADE SCHOOL.

SECTION 2. The said sum of Forty Thousand (\$40,000) Dollars as thus added and appropriated shall be obtained by authorizing and directing the City Controller and City Treasurer to transfer a like amount from the Reserve for Extraordinary Expenditures Account to the Receipt Account.

SECTION 3. The estimated receipts from the Reserve for Extraordinary Expenditures Account are hereby increased by Forty Thousand (\$40,000) Dollars.

SECTION 4. This Ordinance shall take effect upon its passage.

IN CITY  
COUNCIL

MAR 7 - 1968

FIRST READING  
READ AND PASSED

*Vincent Crespi*  
CLERK

APPROVED

MAR 25 1968

*Joseph H. Rowley*  
MAYOR

IN CITY  
COUNCIL

MAR 21 1968

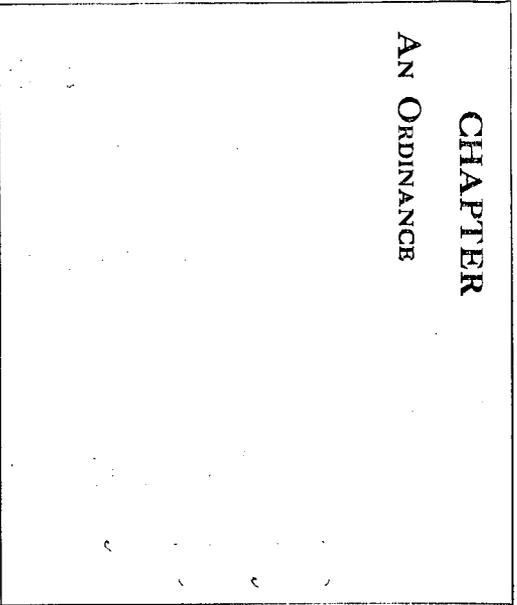
FINAL READING  
READ AND PASSED

*Russell D. Boyd*  
PRESIDENT  
*Vincent Crespi*  
CLERK

No.

CHAPTER

AN ORDINANCE



IN CITY  
COUNCIL

FEB 15 1968

FIRST READING  
REFERRED TO COMMITTEE ON

FINANCE  
*Francis Walker*  
CLERK

THE COMMITTEE ON

FINANCE

Approves Passage of  
The Within Ordinance

*Francis Walker*

MAR 1 1968

*Clark*

*Councilmen Mc Nulty and Prater, by request*

FILED

FEB 9 4 57 PM '68

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 68-125

No. 133 AN ORDINANCE AMENDING THE APPROPRIATION ORDINANCE CHAPTER 1870, BY TRANSFERRING THE SUM OF THREE THOUSAND ONE HUNDRED (\$3,100) DOLLARS FROM WATER FUND-PAYMENT TO SINKING FUND, TO WATER FUND-TRANSMISSION AND DISTRIBUTION, ITEM 3.

Approved March 25, 1968

Be it ordained by the City of Providence:

SECTION 1. CHAPTER 1870 of the Ordinances of the City of Providence, as approved September 25, 1967, entitled: "An Ordinance Making Appropriation of \$50,670,558.30 for the Support of the City Government for the Fiscal Year Ending September 30, 1968", as amended, is hereby further amended by transferring the sum of Three Thousand One Hundred (\$3,100) Dollars from Water Fund-Payment to Sinking Fund, to Water Fund-Transmission and Distribution, Item 3.

SECTION 2. This Ordinance shall take effect upon its passage.

IN CITY COUNCIL

MAR 7 - 1968  
FIRST READING  
READ AND PASSED  
Vincent Cespedes  
CLERK

APPROVED

MAR 25 1968

MAYOR

IN CITY COUNCIL

MAR 21 1968  
FINAL READING  
READ AND PASSED  
Russell Boyle  
PRESIDENT  
Vincent Cespedes  
CLERK

No.

CHAPTER  
AN ORDINANCE

IN CITY  
COUNCIL

FEB 15 1968

FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE  
*Samuel Cooper*, CLERK

THE COMMITTEE ON

FINANCE  
Approves Passage of  
The Within Ordinance

MAR 1 1968  
*Samuel Cooper*  
Clerk

*Commemorates the Martyr and Patriots, by request*

FILED  
FEB 9 4 57 PM '68  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

# RESOLUTION OF THE CITY COUNCIL

No. 134

Approved March 25, 1968

RESOLVED, That His Honor, the Mayor, be, and he hereby is authorized to execute an agreement with the Town of North Providence for the treatment of North Providence sewage, substantially in accordance with the accompanying draft.

## IN CITY COUNCIL

MAR 21 1968

READ and PASSED

*Russell J. Boyle*  
.....  
President  
*Vincent Caspica*  
.....  
Clerk

APPROVED

MAR 25 1968

*Joseph A. Morley*  
.....  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL  
AUTHORIZING THE MAYOR TO  
ENTER INTO AN AGREEMENT WITH  
THE TOWN OF NORTH PROVIDENCE  
FOR THE TREATMENT OF SEWAGE.

*Councilman Mc Nutty and Vinton, by request*

FILED  
MAR 19 11 29 AM '68  
DEPT. OF CITY CLERK  
PROVIDENCE, R. I.

RJM:RAF

A G R E E M E N T

THIS AGREEMENT made and entered into this day of \_\_\_\_\_ A.D. 1968, by and between the CITY OF PROVIDENCE, a municipal corporation in the County of Providence and State of Rhode Island, created by the General Assembly of said State, pursuant to a Resolution of the City Council of the City of Providence authorizing the making of a contract between the City of Providence and the Town of North Providence for the disposition of sewage of the Town of North Providence by means of the sewer system of the said City of Providence, approved the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1968, said CITY OF PROVIDENCE being hereafter called the "City", and the TOWN OF NORTH PROVIDENCE, a municipal corporation in the said County of Providence and State of Rhode Island, pursuant to a Resolution of the Town Council of said Town of North Providence, authorizing the said President of the Town Council of the Town of North Providence to enter into this agreement approved the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1968, said Town of North Providence being hereinafter called the "Town";

W I T N E S S E T H:

That the parties hereto, in consideration of the mutual covenants and agreements herein contained, mutually covenant and agree each with the other as follows:

FIRST: Said City, for itself and its successors, hereby covenants and agrees with the said Town, and its successors, that it will take and admit into its sewer system from said Town and its successors, for and during the period of one (1) year from the first day of January \_\_\_\_\_, A.D. 1968, all the domestic sewage from the sewer system of the said Town now or hereafter constructed, by and through connections between said sewer system in said Town and the sewer system in the said City, and made at various places at or near the dividing boundary line between the said

City and the said Town; and said City will at its expense dispose of such sewage by means of its sewage disposal plant at or near Fields Point in said City, or otherwise.

SECOND: Said Town shall pay to the City Collector of said City for service charges for the treatment and disposal of said sewage and all charges in connection with the handling thereof, the sum of ONE HUNDRED SIXTEEN and 40/100 (\$116.40) DOLLARS per million gallons of sewage turned and conducted into the City sewer system; as metered at various points in the system, and as averaged at non-metered points.

Such amount shall be paid by the said Town in installments commencing on \_\_\_\_\_, 1968, and succeeding payments shall be made on the first business day of \_\_\_\_\_

and \_\_\_\_\_ 1968. The City hereby recognizes that the Town sewer system is being infiltrated with ground water which increases the amount of water turned into the City's sewer system, and the City further recognizes that the Town is taking measures designed to rehabilitate its sewer lines so as to stop the infiltration of ground water; therefore the City agrees that during the term of this agreement, it will not impose any additional charges for treatment of sewage in excess of TWO HUNDRED SEVENTY-FIVE THOUSAND (\$275,000) DOLLARS.

THIRD: The right of said Town hereunder to connect its said sewers with said Providence sewers and discharge its said sewage into said Providence sewer system shall be subject to and in conformity with all laws of the State of Rhode Island and all general laws, ordinances, resolutions and regulations of said City now or hereafter in force during the continuance of this Agreement and said City shall be under no obligation to receive from said Town any sewage or other matters into its sewer system which is prohibited by any of the same, and no live steam, oil, gasoline, or other explosive or other matter injurious to said Providence sewers or sewer system or the use thereof in said City shall be allowed by said Town to be turned, conducted,

or discharged into said Providence sewer or sewer system, and any work including labor, and materials, or repairing or otherwise, remedying any damages to said Providence sewers or sewer system, resulting from any breach of this condition shall be paid for by said Town, any damages suffered by any person or persons by reason of any breach of the same which said City shall be liable to pay shall be paid by said Town, or if paid by said City, said Town shall reimburse said City therefor, as the charges for the service rendered said Town hereafter are not adequate to warrant said City's undertaking, assuming or paying for any of the same.

FOURTH: This agreement may be renewed by the Town for a period of \_\_\_\_\_ years; the terms and conditions to be the same, except that the City Council shall set the sewer charges at an amount equal to the City's cost of transmitting and treating the sewage.

IN WITNESS WHEREOF, the said CITY OF PROVIDENCE has caused these presents in quadruplicate hereof to be executed and its municipal seal to be thereto affixed by JOSEPH A. DOORLEY, its Mayor, thereunto duly authorized, and said TOWN OF NORTH PROVIDENCE has caused the same to be executed and its municipal seal to be thereto affixed by the President of the Town Council, JOSEPH T. MORRISSEY, thereunto duly authorized, the day and year first herein written.

SIGNED AND SEALED IN THE  
PRESENCE OF:

\_\_\_\_\_

CITY OF PROVIDENCE

BY \_\_\_\_\_  
MAYOR

TOWN OF NORTH PROVIDENCE

BY \_\_\_\_\_  
PRESIDENT OF THE TOWN  
COUNCIL FOR THE TOWN OF  
NORTH PROVIDENCE

The foregoing contract is satisfactory in form.

\_\_\_\_\_

CITY SOLICITOR

\_\_\_\_\_

TOWN SOLICITOR

CITY OF PROVIDENCE  
and  
TOWN OF NORTH PROVIDENCE

AGREEMENT

ROBERT J. McOSKER, ESQ.,  
CITY SOLICITOR

VINCENT J. PICCIRILLI, ESQ.,  
ASSISTANT CITY SOLICITOR  
LAW DEPARTMENT  
CITY HALL, PROVIDENCE, R. I.

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 135<sup>th</sup>

Approved March 25, 1968

WHEREAS, the residents of that area in the immediate vicinity of the Woonasquatucket River at Valley, DeSoto, Tippecanoe and Amherst Streets, and of Atwells and Tuxedo Avenues, have been subjected to the ravages caused by the overflowing of the Woonasquatucket River during the recent rainfall, and

WHEREAS, it appears that the course of that river has changed by accretion and by erosion thus causing overflow of its banks, resulting in substantial property loss and physical labor expended by property owners and residents of the area,

Now Therefore Be It Resolved, that His Honor Mayor Joseph A. Doorley, Jr., is hereby requested to appoint a Special Committee to study the cause of the overflowing of the Woonasquatucket River in the area of Valley, DeSoto, Tippecanoe and Amherst Streets, and of Atwells and Tuxedo Avenues, and to recommend corrective measures to attempt to eliminate a reoccurrence of this disaster.

IN CITY COUNCIL

MAR 21 1968

READ and PASSED

*Paul Boyle*  
.....  
President  
*Annant Caspica*  
.....  
Clerk

APPROVED

MAR 25 1968

*Joseph A. Doorley Jr.*  
.....  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

*Companion Bennett*

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 436

Approved March 25, 1968

WHEREAS, during the recent disaster in that section of the Sixth Ward of Providence, commonly known as the "Hollow", its residents and business people, during the wide-spread damage caused by the overflowing waters of the Woonasquatucket River, collectively rendered unprecedented assistance to the City of Providence in attempting to restore the area to its normal character, and

WHEREAS, in the vanguard of this militant group "Tom" Campagnone, and several residents of the said area, labored assiduously in the wake of the destruction in the true spirit of civic mindedness, without regard to their personal safety,

Now Therefore Be It Resolved, that His Honor Mayor Joseph A. Doorley, Jr., and the Members of the City Council of the City of Providence, Rhode Island, do hereby express their sincere appreciation to "Tom" Campagnone, and to all the residents of the "Hollow", for their contribution in assisting the City of Providence to minimize the wide-spread damage caused by the ravaging Woonasquatucket River, and

Be It Further Resolved, that the City Clerk is directed to cause a duly engrossed copy of this Resolution to be transmitted to "Tom" Campagnone.

IN CITY COUNCIL

MAR 21 1968

READ and PASSED

*Joseph A. Doorley, Jr.*  
President  
*William A. ...*  
Clerk

APPROVED

MAR 25 1968

*Joseph A. Doorley, Jr.*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

*Councilman Schwartz*

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 137

Approved March 25, 1968

RESOLVED,

That His Honor, the Mayor, is hereby authorized to execute a Cooperation Agreement, substantially in accordance with the accompanying draft agreement, between the City of Providence and the Providence Redevelopment Agency, providing for cooperation between the City of Providence and the Providence Redevelopment Agency with respect to the redevelopment project for the "Mount Hope Project No. R.I. R-18".

IN CITY COUNCIL

MAR 21 1968

READ and PASSED

*Russell J. Boyle*  
.....  
President  
*William A. ...*  
.....  
Clerk

APPROVED

MAR 25 1968

*Joseph A. Rowley*  
.....  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

FILED

FEB 28 10 06 AM '58  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

IN CITY  
COUNCIL

MAR 7 - 1968

FIRST READING  
REFERRED TO COMMITTEE ON URBAN REDEVELOPMENT  
RENEWAL & PLANNING

*Conrad Cooper*, CLERK

THE COMMITTEE ON

*William Beardsley* and *Robert*  
Approves Passage of  
The Within Resolution

*Therese Leonard*  
March 1, 1968

*Concurred Mr. Kelly and Beardsley, by request*

COOPERATION AGREEMENT

THIS AGREEMENT entered into this 26<sup>th</sup> day of March, 1968, by and between the PROVIDENCE REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of Rhode Island (hereinafter called the "Agency") and the CITY OF PROVIDENCE, a municipal corporation of the County of Providence, State of Rhode Island (hereinafter called the "City").

W I T N E S S E T H :

WHEREAS, the Agency has processed a Redevelopment Plan calling for the redevelopment of the Project Area known as the "Mount Hope Project No. R.I. R-18" and bounded and described in Exhibit A (attached hereto and made a part hereof); and

WHEREAS, such plan has been approved and adopted by Ordinance (Chapter 68-11, Number 99, Dated March 13, 1968) of the City Council of the City of Providence prior to any action commencing thereunder; and

WHEREAS, the Agency will require contributions, loans or grants of money, properties or services from the City and the United States Government (hereinafter called the "Government") in order to carry out and complete the approved and adopted Redevelopment Plan; and

WHEREAS, the City is authorized by Title 45, Chapters 31-33, inclusive, of the General Laws of Rhode Island, 1956, as amended, entitled "Redevelopment act of 1956" to lend, grant or contribute funds to the Agency, and the Government is authorized by Title I of the Housing Act of 1949, as amended, (hereinafter called the "Housing Act") to make loans and grants; and

WHEREAS, it is provided in said Title I of the "Housing Act" that a contract between the Government and a local body engaged in a redevelopment project providing for capital contributions or grants (as therein defined) from the Government shall require similar contributions or grants from the state, municipality or other public body or any other entity in an amount equal to at least one-fourth of the aggregate net project costs as defined therein; and

WHEREAS, it is further provided in said Title I of the "Housing Act" that the aforesaid contributions or grants from the City defined therein as "Local Grants in Aid" may consist of "(1) cash grants' (2) donations at cash value of land (exclusive of land in streets, alleys and other public rights-of-way which may be vacated in connection with the project) and demolition or removal work, or site improvements

in the project area, at their cost; and (3) the provision at their cost of parks, playgrounds, and other public buildings or facilities . . . which are primarily of direct benefit to the project and which are necessary to serve or support the new uses of land in the project area in accordance with the redevelopment plan: Provided, that, in any case where, in the determination of the Secretary, any park, playground, public building, or facility is of direct and substantial benefit both to the project and to other areas, the Secretary shall provide that, for the purpose of computing the amount of local grants-in-aid for such project, there shall be an allowance of an appropriate portion (as determined by the Secretary) of the cost of such park, playground, public building or facility . . ."

NOW, THEREFORE, it is hereby agreed by and between the parties hereto on their own behalf and on behalf of the Government as follows:

1. The Agency will undertake the aforementioned Redevelopment Project in accordance with the Redevelopment Plan, as approved and adopted, upon receipt from the City of the estimated amount of money which represents the cash grant portion of the "Local Grant-in-Aid" and upon receipt of funds from the Government pursuant to a Loan and Grant Contract between the Agency and the Government under the "Housing Act" (an application for said contract having been heretofore filed with the Government by the Agency), or upon receipt of funds borrowed from other sources under a financing transaction secured by said Loan and Grant Contract; provided, however, the City shall pay over its cash contribution before the Government shall be required to pay over funds under the Loan and Grant Contract.

2. To defray the aggregate net project cost of the project as computed and determined in accordance with the provisions of the "Housing Act", the Agency will take all necessary steps and comply with all necessary conditions, statutory or otherwise, to obtain a capital grant from the Government under Section 103(a) of the "Housing Act" in the maximum amount allowed by law it being provided that said grant shall be in amount equal to three-fourths of said aggregate net project costs.

3. The City will make a total contribution to the Agency of an amount (whether in cash, properties or services) equal to at least one-fourth of said aggregate net cost of the Redevelopment Project. In performance of its obligations hereunder, the City specifically agrees to provide for the following:

A. Non-Cash Grants

1. When the Agency shall require possession thereof and title thereto in execution of the Redevelopment Project, the City will convey to the Agency all its right, title and interest in the three parcels of land and any buildings or improvements situated thereon described below and shall receive credit on its obligations

hereunder for the full and fair market value of its interest therein, as approved by the Government, now currently estimated as Thirty Six Thousand Six Hundred Twenty Five and 00/100 (\$35,625.00) Dollars.

Parcel 10-1 (A.P. 5 - Lot 198)

That certain tract of land situated in the City of Providence, State of Rhode Island bounded and described as follows:

Beginning at a point, said point being the northeasterly corner of Assessor's Lot 198, Assessor's Plat 5 dated December 31, 1966;

thence, running southerly a distance of one hundred and twenty two (122) feet, more or less to a point;

thence, turning and running westerly a distance of thirty one (31) feet, more or less to a point;

thence, turning and running northerly a distance of one hundred and twenty one (121) feet, more or less to a point;

thence, turning and running easterly a distance of forty (40) feet to the point and place of beginning.

Said tract herein described contains four thousand, two hundred ninety five (4,295) square feet of land, more or less.

Parcel 14-15 (A.P. 5 - Lots 458, 459, 460 and 461)

That certain tract of land situated in the City of Providence, State of Rhode Island bounded and described as follows:

Beginning at a point, said point being the southeasterly corner of Assessor's Lot 458, Assessor's Plat 5 dated December 31, 1966;

thence, turning westerly a distance of two hundred (200) feet, to a point;

thence, turning and running northerly a distance of eighty seven and 92/100 (87.92) feet, to a point;

thence, turning and running easterly to the northeasterly corner of Lot 458;

thence, turning and running southerly a distance of eighty nine and 47/100 (89.47) feet, more or less to the point and place of beginning.

The above tract may be further described as being all of Lots 458, 459, 460 and 461. Said tract herein described contains seventeen thousand, seven hundred forty one (17,741) square feet of land, more or less.

Parcel 15-1 (A.P. 5 - Lots 445 and 163)

That certain tract of land situated in the City of Providence, State of Rhode Island bounded and described as follows:

Beginning at a point, said point being the southwesterly corner of Assessor's Lot 163, Assessor's Plat 5 dated December 31, 1966;

thence, running northerly to a point, said point being the southwesterly corner of Lot 464;

thence, turning and running easterly a distance of seventy eight and 10/100 (78.10) feet, more or less to a point;

thence, turning and running northerly a distance of one hundred (100) feet to a point;

thence, turning and running easterly a distance of two hundred eighty and  $34/100$  (280.34) feet, more or less to a point;

thence, turning and running southwesterly and southerly for a distance of two hundred thirteen and  $18/100$  (213.18) feet, more or less to a point;

thence, turning and running westerly to the point and place of beginning.

The above tract may be further described as being Lots 163 and 445. Said tract herein described contains fifty six thousand, seven hundred twenty eight (56,728) square feet of land, more or less.

2. The City upon request of the Agency shall purchase from the Agency at a cost now estimated to be \$3,710.00 that parcel of land designated as Parcel A below and shall install, construct and erect at its own expense on the parcel a public playground or park facility necessary for use in the project area. The parties further agree that the sum of \$16,010.00 shall be considered as the minimum non-cash grant-in-aid furnished by the City under the provisions of this agreement. In addition, the City upon request of the Agency shall install, construct, build and erect on land presently owned by the City and located at the intersection of Camp Street and Cypress Street and designated below as Parcel B, a public playground and tot lot facility and that the sum of \$50,975.00 shall be considered as the minimum non-cash grant-in-aid furnished by the City under the provisions of this agreement for this facility.

#### Parcel A

That certain tract of land situated in the City of Providence, State of Rhode Island bounded and described as follows:

Beginning at the intersection the northerly line of Pleasant Street and the most westerly line of McCanns Place, said point being the southeasterly corner of Assessor's Lot 14, Plat 8, dated December 31, 1966;

thence, running along said northerly line of Pleasant Street a distance of ninety-nine and  $14/100$  (99.14') feet to a point, said point being the southwesterly corner of Assessor's Lot 13;

thence, turning and running northerly along the westerly line of Assessor's Lot 13 a distance of one hundred sixty-one and  $95/100$  (161.95') feet to a point, said point being the northeasterly corner of Lot 13;

thence, turning and running easterly along the northerly line of Lots 13 and 14 a distance of one hundred and  $00/100$  (100.00') feet to a point on the most westerly line of McCanns Place, said point being the northeasterly corner of Lot 14;

thence, turning and running southerly along the most westerly line of McCanns Place a distance of one hundred sixty one and  $95/100$  (161.95') feet to its intersection with the northerly line of Pleasant Street, said point being the southeasterly corner of Lot 14 and also being the point and place of beginning.

The above-described tract may further be described as being all of Assessor's Lots 13 and 14, as shown on the City of Providence Assessor's Plat 8, dated December 31, 1966, and contains sixteen thousand fifty (16,050 sq. ft.) square feet of land, more or less.

Parcel B

That certain tract of land situated in the City of Providence, State of Rhode Island bounded and described as follows:

Beginning at the intersection the northerly line of Duncan Avenue and the westerly line of Camp Street, said point being the southeasterly corner of Assessor's Lot 192, Plat 5, dated December 31, 1966;

thence, running along the northerly line of Duncan Avenue a distance of thirty-nine and  $64/100$  (39.64') feet to an angle point in said street line;

thence, continuing along the northerly line of Duncan Avenue and the southerly line of Assessor's Lots 192, 445, and 163, a distance of three hundred eighty two and  $05/100$  (382.05') feet to its intersection with the easterly line of Knowles Street, said point being the southwesterly corner of Lot 163;

thence, turning and running northerly along the easterly line of Knowles Street to a point on said street line, said point being the southwesterly corner of Lot 464;

thence, turning and running easterly along the southerly line of Lot 464 a distance of seventy-eight and  $10/100$  (78.10') feet to a point, said point being the southeasterly corner of Lot 464;

thence, turning and running northerly along the easterly line of Lots 464 and 451 a distance of one hundred (100.00') feet to a point on the southerly line of Cypress Street, said point being the northwesterly corner of Lot 445;

thence, turning and running easterly along the southerly line of Cypress Street a distance of two hundred eighty and  $34/100$  (280.34') feet to an angle point in said street line;

thence, turning and continuing along the southerly line of Cypress Street a distance of one hundred forty and  $12/100$  (140.12') feet to its intersection with the westerly line of Camp Street, said point being the northeasterly corner of Lot 457;

thence, turning and running southerly along the westerly line of Camp Street and the easterly line of Assessor's Lots 457 and 192, a distance of one hundred seventy one and  $77/100$  (171.77') feet to its intersection with the northerly line of Duncan Avenue, said point being the southeasterly corner of Lot 192 and also being the point and place of beginning.

The above described tract may further be described as being all of Assessor's Lots 192, 445, 163 and 457 as shown on the City of Providence Assessor's Plat 5 dated December 31, 1966, and contains eighty thousand eight hundred ninety (80,890 sq. ft.) square feet of land, more or less.

3. That the City has or will in the future construct and improve a tot lot, so-called, situated at the southwest corner of Camp Street and Cypress Street and that the sum of \$20,000.00 shall be considered as the minimum non-cash grant-in-aid furnished by the City under the provisions of this agreement.

4. That the City has or will in the future cause improvements to be made consisting of the Lippitt Hill Elementary School, so-called, and that the sum of \$682,500.00 shall be considered as the minimum non-cash grant-in-aid furnished by the City under the provisions of this agreement.

B. Cash Grants.

1. The City shall furnish the Agency with the sum of Two Hundred Seventy Two Thousand One Hundred Eighty Three (\$272,183.00) Dollars on request and

the Government shall be under no obligation to make any payment on account of the Project Temporary Loan or the Project Capital Grant under this agreement until the said sum of One Million Seventy Eight Thousand Two Hundred Ninety Three (\$1,078,293.00) Dollars has been provided by the City towards its estimated one quarter share of the Net Project Cost.

C. Additional City Costs.

1. It is agreed by and between the parties hereto that the City will furnish the Agency One Hundred Seventy Four Thousand Nine Hundred Eleven (\$174,911.00) Dollars which sum represents portion of the total estimated cost of modifying and improving Doyle Avenue, between North Main Street and Camp Street, North Main Street, between Doyle Avenue and Cypress Street and utilities therein and thereon and the planting of Street trees within the project area; and it being further declared that said sum shall be excluded and not considered as a grant-in-aid for the purpose of computing the amount of local grants-in-aid for said project.

2. Taxes

It is further understood by the parties hereto that the Redevelopment act of 1956 requires the Agency to pay real estate taxes to the City on all Agency-owned property and that the Government has refused to consider as an eligible project cost the taxes assessed on unimproved land in the project area. The parties, therefore, agree that the sum of Thirty Thousand (\$30,000.00) Dollars represents the total estimated amount of real estate taxes which may be assessed against the Agency-owned land while such land is without improvements and that one hundred (100) per cent of said sum shall be excluded and not considered as a grant-in-aid for purposes of computing the amount of local grants-in-aid for the project.

It is understood and agreed by the parties hereto that all of the amounts listed as additional city costs shall be in addition to the City's one-third share of the net project cost as set forth in this section.

5. Upon completion of the redevelopment project by the Agency and the determination of the actual net project cost hereof in accordance with the provisions of the aforementioned Loan and Grant Contract and this agreement, the City will make an additional cash grant to the Agency in an amount sufficient to bring the City's creditable contribution equal to one-fourth of the actual net project cost, plus those additional costs set forth in paragraph 3C hereof; provided, however, that if the initial cash and non-cash contributions exceed the actual one-fourth net project costs and the costs mentioned in the above sections, this Agency will refund the difference to the City.

6. Notwithstanding any provision of this agreement to the contrary, it is expressly understood and agreed that all estimates of values and costs set forth herein are current estimates only, based on data presently available, and that the actual credit to be given for the property and services provided herein will be based on the actual value or costs thereof as they shall finally be determined by the U.S. Department of Housing and Urban Development subsequent to the accomplishment of the Redevelopment Plan.

7. It is understood and agreed that the City's financial obligation hereunder is to make total contributions or grants which shall equal not less than one fourth of the aggregate net project cost computed in accordance with the terms of the Housing Act and this agreement.

8. The City shall vacate and abandon such public streets, roads and alleys within the project area as described in the Redevelopment Plan and shall convey without payment to the Agency such interest as the City may have in such vacated sites.

9. The City shall cooperate with the Agency in such other lawful actions or ways as may be necessary in connection with the undertaking and carrying out of the project in all of its phases including, but not by way of limitation, the purchase from the Agency of any and all unsalable reuse parcels of land within the project area.

10. After the completion of all street and sidewalk construction under the Redevelopment Plan, all ways within the project area scheduled to become public ways and all aforementioned facilities and utilities shall be dedicated by the Agency to the public and the City shall accept such dedication.

IN WITNESS WHEREOF, the City and the Agency have caused this agreement to be duly executed in triplicate as of the day and year first above written.

ATTEST:  
  
Vincent Vespa  
CITY CLERK

CITY OF PROVIDENCE, RHODE ISLAND  
  
Joseph A. Rowley Jr.  
MAYOR

Stanley Bernstein

PROVIDENCE REDEVELOPMENT AGENCY  
  
Edmund H. Howes  
CHAIRMAN