



519

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

## The Public Service Engineer.

Peter J. Hicks, Jr.  
Public Service Engineer

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

September 10, 1959

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

Dear Mr. Whelan:

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

The total net amount of the bill is \$41,713.71.

Very truly yours,

  
Peter J. Hicks, Jr.  
PUBLIC SERVICE ENGINEER

PJH, JR: jc  
Enclosure

IN CITY COUNCIL  
SEP 17 1959

APPROVED:

  
D. Everett Whelan  
CLERK

*Sent to Controller September 17, 1959*

September 14, 1959

520  
REPORT OF THE CITY MESSENGER

For the month of JUNE  
1959

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

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 950.46
" power,.....	229.18
" fuel,.....	
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	6,552.41
" supplies,.....	317.70
" salary of City Sergeant and Deputy,.....	1,043.76
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2,041.56
Rental - 112 Union Street	<u>900.00</u>
	\$12,035.07

IN CITY COUNCIL  
SEP 17 1959

READ:

WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

*D. Everett Whelan*  
CLERK

Respectfully submitted,

*William Crowley*

City Sergeant  
Acting as City Messenger.

September 14, 1959

## REPORT OF THE CITY MESSENGER

For the month of J U L Y

1959

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

Complying with the provisions of the City Ordinances the undersigned reports to your honorable body the following statement of "the expenditures and liabilities incurred in the care and superintendence of the City Hall and adjacent sidewalks," for the months of

For lighting City Hall,.....	\$ 950 66
" power,.....	229 18
" fuel,.....	392 48
" pay-roll of clerks, engineer, fireman, janitors, elevator men, watchman, etc.,.....	8,846 15
" supplies, .....	365 57
" salary of City Sergeant and Deputy, .....	1,043 76
" new furniture,.....	
" furnishings and repairs,.....	
" telephone service, excess calls.....	2,055 94
Rental - 112 Union Street	900 00
	<u>14,783.74</u>

### IN CITY COUNCIL

SEP 17 1959

READ:

WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

*D. Everett Wheeler*  
CLERK

Respectfully submitted,

*William Rowley*

City Sergeant  
Acting as City Messenger.

SEP 14 10 25 AM '59

CITY CLERK'S OFFICE  
PROVIDENCE, R.I.

RECEIVED  
FBI - BOSTON

SEP 14 1959



JOHN L. REGO  
DIRECTOR

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF AGRICULTURE & CONSERVATION  
OFFICE OF THE DIRECTOR  
VETERANS' MEMORIAL BUILDING, PROVIDENCE 3, R. I.

September 11, 1959

Mr. D. Everett Whelan  
City Clerk  
City Hall  
Providence, Rhode Island

Dear Mr. Whelan:

I received your resolution from the City Council requesting an investigation to determine the justification of the recent increase in the price of milk to consumers.

I will make this investigation as requested and will forward my report as soon as possible.

Thank you very much for your interest. If there is anything else that we can do to assist, please do not hesitate to call on us.

Sincerely,

*John L. Rego*  
John L. Rego, Director  
Agriculture and Conservation

JLR/jd

IN CITY COUNCIL  
SEP 17 1959

READ:  
WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

*D. Everett Whelan*  
CLERK

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

September 10, 1959

## REPORT TO THE CITY COUNCIL

The Honorable City Council  
City Hall  
Providence 3, Rhode Island

Gentlemen:

Reference is made to the report submitted to the City Council in accordance with the provisions of Paragraph 12 of Chapter 1044 of the Ordinances of the City of Providence, approved July 12, 1956 and Title 45, Chapter 32, Section 5 of the General Laws of Rhode Island, 1956 wherein the City Council was advised of the proposed sale of real property within the West River Project No. UR R.I. 1-6 to Westcott Realty Corporation, a Rhode Island corporation.

Said report stated that the Westcott Realty Corporation will construct a plant for Mack Trucks, Inc., which company would enter into a long term lease with Westcott Realty Corporation for use and occupancy of said plant. The proposed sale was for 60,003 square feet at 80¢ per square foot or \$48,002.40.

Since that date as a result of further negotiations with this Agency and at the request of this Agency, Westcott Realty Corporation has agreed to a relocation of its site approximately 30 feet northward with a resultant increase in the size of the area to 62,808 square feet and on the basis of the 80¢ per square foot basis a resultant increase in the sales price to \$50,246.40. Accordingly, the Agency and Westcott Realty Corporation have agreed to the sale by the Agency and purchase by Westcott Realty Corporation of the new site which contains 62,808 square feet for a sum of \$50,246.40.

Respectfully submitted,

*Chester R. Martin*

Chester R. Martin, Chairman  
Providence Redevelopment Agency

**IN CITY COUNCIL**

**SEP 17 1959**

CRM:fs

READ:

WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

*D. Everett Nicholau*  
CLERK

FILED

SEP 11 3 39 PM '59

CITY CLERK'S OFFICE  
PROVIDENCE, R.I.

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

September 11, 1959

### REPORT TO THE CITY COUNCIL

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

Gentlemen:

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

This Agency proposes to sell to Franklin Corporation, a Rhode Island corporation the parcel of land which is described in the attached proposed agreement. This agreement states the terms and conditions of the transaction. It is believed that the agreement complies with all the provisions of the Official Redevelopment Plan, as amended, for the project area.

Franklin Corporation will construct a plant for occupancy by three allied corporations, namely:

1. Buckley & Scott, Inc., manufacturer of storm doors and windows.
2. Smith-Holden, Inc., laboratory manufacturing dental equipment, wholesale merchandise storage and distributor.
3. Maynard & Co., Inc., distributor of heating equipment.

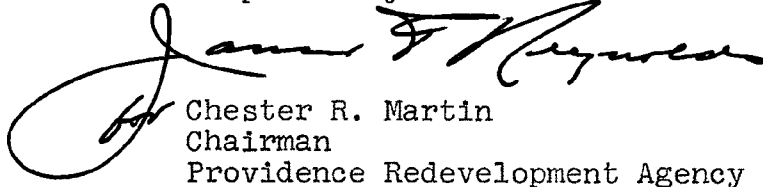


The Honorable City Council  
Page 2  
September 11, 1959

The above businesses will be displaced by the North-South Freeway and their relocation will permit the continued operation of these enterprises in Providence.

The proposed sale is for 51,130 square feet of land at 93¢ per square foot or \$47,550.90.

Respectfully submitted,

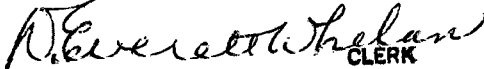
  
for Chester R. Martin  
Chairman  
Providence Redevelopment Agency

CRM:fs

**IN CITY COUNCIL**  
**SEP 17 1959**

READ:

WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

  
CLERK

AGREEMENT

AGREEMENT made this            day of            , 19    , between the Providence Redevelopment Agency, a public body, corporate and politic, created by the General Assembly of the State of Rhode Island, hereinafter called the "Agency", and Franklin Corporation  
a Rhode Island Corporation hereinafter called the "Buyer".

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

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

December 31, 1959,

-- 2. Said premises are to be conveyed on or before            ,  
19    by a good and sufficient bargain and sale deed of the Agency conveying title to the same free from all encumbrances, except as to restrictions and easements hereinafter set forth, and for such deed and conveyance the Buyer is to pay the sum of Forty Seven Thousand Five Hundred Fifty and 90/100 (\$47,550.90) Dollars,  
of which Four Thousand Seven Hundred Fifty Five and 09/100 (\$4,755.09) Dollars have been paid this day and Forty Two Thousand Seven Hundred Ninety Five and 81/100 (\$42,795.81) Dollars are to be paid in cash upon the delivery of said deed.

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

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

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

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

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

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

(f) No lot shall be less than 25,000 square feet.

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

4. The conveyance of the aforescribed premises shall be made subject to the following easements or rights-of-way:

**NONE**

5. Full possession of said premises is to be delivered to the Buyer at the time of delivery of the deed. (Said premises shall be conveyed only after completion of the site improvements for the said premises as required by the Official Redevelopment Plan for West River Project No. UR R.I. 1-6, provided however if the Buyer so desires, the land may be conveyed prior to completion of said site improvements and subject to the Agency completing said site improvements as provided for in the Contract for Site Improvements between the Agency and Campanella & Cardi Construction Co. executed May 14, 1958.

6. Taxes assessed December 31, 19<sup>58</sup> and water charges shall be apportioned as of the day of delivery of the deed.

7. The deed is to be delivered and consideration paid at the Registry of Deeds at which the deed should by law be recorded on December 31, 19 59 unless some other time and place should be mutually agreed upon.

8. If the Agency shall be unable to give title or make conveyance, as above stipulated, any payments made under this agreement

shall be refunded, and all other obligations of either party hereunto shall cease, but the acceptance of a deed and possession by the Buyer shall be deemed to be a full performance and discharge hereof.

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

9. The execution of this Agreement is authorized by Resolution No. 619 of the Agency adopted September 10, 1959.

In Witness Whereof the parties have hereunto set their hands and seals this            day of            19   .

In the Presence of:

PROVIDENCE REDEVELOPMENT AGENCY

By

Title: Chairman

APPENDIX A

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

Beginning at a point on the easterly line of Corlies Street (Proposed); said point being North forty seven degrees, ten minutes and ten seconds East ( $N 47^{\circ} - 10' - 10'' E$ ) thirty six and 84/100 (36.84) feet from the intersection of the prolongation of the easterly line of Corlies Street (Proposed) and the northerly line of Charles Street as widened;

thence, running in a northerly direction and curving to the left in the arc of a circle with a central angle of eighteen degrees, twenty five minutes and forty nine seconds, ( $18^{\circ} - 25' - 49''$ ) and a radius of four hundred thirty and 69/100 (430.69) feet, one hundred thirty eight and 32/100 (138.32) feet to a point of tangency;

thence, running North twenty four degrees, one minute and twenty seconds East ( $N 24^{\circ} - 01' - 20'' E$ ) eighty and 50/100 (80.50) feet to a point;

thence turning an interior angle of ninety degrees, no minutes and no seconds ( $90^{\circ} - 00' - 00''$ ) and running South sixty five degrees, fifty eight minutes, and forty seconds East ( $S 65^{\circ} - 58' - 40'' E$ ) two hundred forty eight and 94/100 (248.94) feet to a point;

thence turning an interior angle of sixty one degrees, forty eight minutes and twenty seconds ( $61^{\circ} - 48' - 20''$ ) and running South fifty two degrees, thirteen minutes and no seconds East ( $S 52^{\circ} - 13' - 00'' E$ ) three hundred forty three and 55/100 (343.55) feet to a point on said northerly line of Charles Street as widened;

thence, turning an interior angle of ninety five degrees two minutes and fifty seconds and running North forty two degrees, forty nine minutes and fifty Seconds W at (N  $42^{\circ} - 49' - 50''$  W) ninety three and  $95/100$  (93.95) feet to a point of curvature;

thence, curving to the right in the arc of a circle with a central angle of eighty five degrees, sixteen minutes and fifty nine seconds ( $85^{\circ} - 16' - 59''$ ) and a radius of forty and  $00/100$  (40.00) feet, fifty nine and  $54/100$  (59.54) feet to a point of curvature and the point and place of beginning.

Said tract herein described contains fifty one thousand one hundred thirty (51,130.0) square feet of land more or less.

CORLISS ST

N 24° 01' 20" E  
62.50'

90° 00' 00"

S 65° 5' 7" E

240.74'

574.4'

51,130.0'

$\Delta = 18^\circ 51' 41''$   
 $R = 430.5'$   
 $T = 67.76'$   
 $L = 135.32'$

$\Delta = 95^\circ 11' 59''$   
 $R = 430.5'$   
 $T = 36.64'$   
 $L = 57.54'$

93.70'

N 42° 41' 50" W

Freeway Line

CHARLES ST



APPENDIX B

LAND WITHIN THE

WEST RIVER REDEVELOPMENT

PROJECT AREA

GRANTED: 1/1/1964

GRANTOR: PACIFIC RAILROAD

SCALE: 1" = 40'

A. J. [illegible]