

# The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## CHAPTER 1597

No. 168 AN ORDINANCE AMENDING THE APPROPRIATION ORDINANCE CHAPTER 1565, BY TRANSFERRING THE SUM OF TWENTY FIVE THOUSAND (\$25,000) DOLLARS TO SNOW REMOVAL SECTION, ITEM 0 and TWELVE THOUSAND FOUR HUNDRED (\$12,400) DOLLARS TO SNOW REMOVAL SECTION, ITEM 2 from SEWER CONSTRUCTION AND MAINTENANCE SECTION, ITEM 0.

Approved March 20, 1964

Be it ordained by the City of Providence:

SECTION 1. Chapter 1565 of the Ordinances of the City of Providence as approved September 24, 1963, entitled: "An Ordinance Making Appropriation of \$44,468,244.36 for the Support of the City Government for the Fiscal Year Ending September 30, 1964", as amended, is hereby further amended by transferring the sum of Twenty Five Thousand (\$25,000) Dollars to SNOW REMOVAL SECTION, ITEM 0 and Twelve Thousand Four Hundred (\$12,400) Dollars to SNOW REMOVAL SECTION, ITEM 2.

SECTION 2. The said sum of Thirty Seven Thousand Four Hundred (\$37,400) Dollars shall be obtained by transferring a like amount from Sewer Construction and Maintenance Section, Item 0.

SECTION 3. This Ordinance shall take effect upon its passage.

IN CITY COUNCIL

MAR 5 - 1964

First Reading Read and Passed

Referred to Committee on

FINANCE

*Vincent Vespia*  
Clerk

IN CITY  
COUNCIL

MAR 19 1964

FINAL READING  
READ AND PASSED

*John F. Zuck*  
PRESIDENT  
*Vincent Vespia*  
CLERK

APPROVED

MAR 20 1964

*John F. Zuck*  
MAYOR

No.

CHAPTER

AN ORDINANCE

THE COMMITTEE ON

*Finance*

Approved Passage of  
The Within Ordinance

*Assistant Comptroller*

3-18-64

*Clerk*

*Mr. Wexler, by request*

DEPT. OF CLERK  
PROVIDENCE, R.I.

MAR 3 9 03 AM '64

FILED

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 159

Approved March 20, 1964

WHEREAS, Milton S. Locke has announced his desire to retire as Secretary of the Y. M. C. A. on September 1, 1964, thus completing forty-five years of service to this Association, which has helped to mold the physical, moral and cultural lives of those who have availed themselves of the varied programs conducted by the "Y",

NOW THEREFORE BE IT RESOLVED, that in taking notice of his proposed retirement His Honor Mayor Walter H. Reynolds and the Members of the City Council express their sincere appreciation to him for his dedication to the activities he so earnestly pursued for the Y. M. C. A. and

BE IT FURTHER RESOLVED, That the City Clerk cause a duly engrossed copy of this expression to be transmitted to Milton S. Locke.

IN CITY COUNCIL

MAR 19 1964

READ and PASSED

*John F. Brock*  
President  
*Winnetta C. C. C.*  
Clerk

APPROVED

MAR 20 1964

*John F. Brock*  
Mayor

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 17C

Approved March 20, 1964

RESOLVED,

THAT the State Director of Public Works is requested to pave the State-owned sidewalk along the westerly side of Mount Pleasant Avenue at the Patrick I. O'Rourke Children's Center.

IN CITY COUNCIL

MAR 19 1964

READ and PASSED

*John F. Brink*  
President  
*Marion A. Desjardis*  
Clerk

APPROVED

MAR 20 1964

*John F. Brink*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

*Mr. Scarnetta, by request*

# RESOLUTION OF THE CITY COUNCIL

No. 121

Approved March 20, 1964

~~XXXXXX~~ **Resolved** ~~XXXXXX~~

~~XXXXXX~~ **That** ~~XXXXXX~~

WHEREAS, under Section 701 of the Housing Act of 1954, as amended, the United States of America (herein called the "Government") has tendered to the City of Providence, (herein called the "Planning Agency"), a proposed Urban Planning Grant Contract under which the Government agrees to make a Grant to the Planning Agency to aid in financing a project, designated Project No. R. I. P-17; and

WHEREAS, the Planning Agency has given due consideration to said proposed Contract; and

WHEREAS, the Planning Agency is duly authorized, under and pursuant to the Constitution and laws of the State of Rhode Island, to undertake and carry out said Project and to execute such proposed Contract:

BE IT RESOLVED BY the City Council of the City of Providence as follows:

SECTION 1. The proposed Contract, designated "Urban Planning Grant Contract, Contract No. R. I. P-17 (G)", consisting of Parts I and II, under and subject to the provisions, terms, and conditions of which the Government will make an Urban Planning Grant under Section 701 of the Housing Act of 1954, as amended, to the Planning Agency to aid in financing the cost of a project, designated Project No. R. I. P-17, situated in Providence-Pawtucket Redevelopment Area, is hereby in all respects approved.

SECTION 2. The Mayor is hereby authorized and directed to execute said proposed Contract in two counterparts on behalf of the Planning Agency, and Vincent ... Vespia, City Clerk, is hereby authorized and directed to impress and attest the official seal of the Planning Agency on each such counterpart and to forward such counterparts to the Housing and Home Finance Agency, together with such other documents relative to the approval and execution thereof as may be required by the Government.

SECTION 3. The Director of City Plan Commission of this Planning Agency is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as Grant funds are required,

**The City of Providence**  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page #2

requesting payments to be made to it on account of the Grant provided for in the Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

SECTION 4. The Planning Agency agrees to abide by all of the provisions, terms, and conditions of said Contract.

SECTION 5. This Resolution shall take effect this 20<sup>th</sup> day of MARCH, 1964.

IN CITY COUNCIL

MAR 19 1964

READ and PASSED

*John P. Duck*  
.....  
*Vincent V. Vignola*  
.....  
President  
Clerk

APPROVED

MAR 20 1964

*John P. Duck*  
.....  
*John P. Duck*  
.....  
MAYOR

No.

**CHAPTER**  
RESOLUTION APPROVING AND PRO-  
~~VIDING~~  
VIDING FOR THE EXECUTION OF A  
PROPOSED URBAN PLANNING GRANT  
CONTRACT.

42 11  
MAR 6 3 36 PM '84  
DEPT. OF PUBLIC WORKS  
PROVIDENCE, R.I.

*Mr. Weyler, by request*

UNITED STATES OF AMERICA  
HOUSING AND HOME FINANCE AGENCY

Project No. R. I. P-17

Contract No. R. I. P-17(G)

URBAN PLANNING GRANT CONTRACT

between the

CITY OF PROVIDENCE

and the

UNITED STATES OF AMERICA

PART I

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (Form H-3160b, dated 7-61) forming Part II hereof (which parts, together, are herein called the "Contract"), effective on the date herein specified, by and between the City of Providence (herein called the "Planning Agency") and the United States of America (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. Purpose of Contract. -- The purpose of this Contract is to provide for the undertaking of a Project with Federal financial assistance to the Planning Agency in the form of a planning grant (herein called the "Grant") under Section 701 of the Housing Act of 1954, as amended, with respect to the Project, and to state the terms and conditions upon which such assistance will be extended, and the understandings of the parties as to the manner in which the Project will be undertaken and completed.

SEC. 2. The Project. -- The Planning Agency agrees to undertake, carry out, and complete certain planning work in connection with a Project described herein pursuant to its Application filed with the Government. The Project is the provision of planning work by the planning agency for the City of Providence which is located within the Providence-Pawtucket Redevelopment Area as designated by the Secretary of Commerce under Section 5(a) of the Area Redevelopment Act of 1961, incident to the preparation of a

comprehensive plan for the City as a whole to guide growth and development. Said planning work to be completed as part of this project consists substantially of a Zoning revision study. This study will include basic data collection; map preparation; research; preparation of preliminary ordinance and map; final ordinance and map revisions and recommendations for revising the State enabling legislation, but excluding plans for specific public works, and excluding the preparation of draft enabling legislation.

The work will be related to and coordinated with other plans or planning work being conducted in adjacent communities or the larger urban areas of which the City is a part and the State as a whole.

Results of the work will be presented in the form of reports, maps, charts, and other graphic materials.

SEC. 3. The Grant. -- In order to assist the Planning Agency in financing the costs of the above-described Project, which costs are estimated to be \$79,672, the Government will make a Grant in an amount not to exceed three-fourths of the actual cost of the Project, as determined by the Housing and Home Finance Agency, and in no event shall the Grant exceed \$59,754, which latter amount is three-fourths of the estimated cost of the Project.

SEC. 4. Compensation to Government for Its Inspections. -- The amount (herein called the "fixed fee") which shall be compensated the Government by the Planning Agency for the former's inspections and audits shall be Four Hundred Thirty-two Dollars (\$432), payable upon the date of execution of this Contract: Provided, That if the Project is not commenced after the Planning Agency shall have paid the Government the fixed fee, the Planning Agency shall be entitled to a refund of the fixed fee. No part of the fixed fee is refundable in any other circumstances. In the event the Planning Agency has not paid the fixed fee by the time the first requisition for a Grant payment is approved, the Government shall deduct the entire amount of the fixed fee from the first Grant payment made to the Planning Agency.

SEC. 5. Special Condition(s)

None

SEC. 6. Counterparts of the Contract. -- This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**SEC. 7. Changes in Part II of the Contract**

SEC. 503(A) is revised to read as follows:

SEC. 503(A). Equal Employment Opportunity. In the carrying out of the Project work, the Planning Agency will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Planning Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Planning Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Planning Agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin. The Planning Agency will incorporate the foregoing requirements of this paragraph in all of its contracts for Project work, other than contracts for construction and contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for Project work.

IN WITNESS WHEREOF, the Planning Agency has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 1964.

/S E A L/

CITY OF PROVIDENCE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Type Name and Title)

\_\_\_\_\_  
(Type Name)

UNITED STATES OF AMERICA  
Housing and Home Finance Administrator

By: \_\_\_\_\_  
Regional Director of Urban Renewal  
Region I

URBAN PLANNING GRANT CONTRACT

PART II - TERMS AND CONDITIONS

ARTICLE I - DEFINITIONS

SEC. 101. USE OF CERTAIN TERMS

The capitalized term "HHFA" means the Housing and Home Finance Agency, or, as the context may require, the Housing and Home Finance Administrator, or other person who may at the time be acting in the capacity of the Administrator or authorized to perform the functions of the Administrator, or his authorized representative, or any other person otherwise authorized to perform the functions to be performed hereunder by HHFA as that term is used in this Contract. The term "Application" means the written application for the Grant for the Project, together with all explanatory, supporting, or supplementary documents, heretofore filed with HHFA by or on behalf of the Planning Agency.

ARTICLE II -- GRANT PAYMENTS, REFUNDS, AND ADJUSTMENTS

SEC. 201. COSTS INCURRED PRIOR TO DATE OF THE CONTRACT

In determining the amount of Grant to be paid, the Government will exclude from consideration all Project costs incurred by the Planning Agency prior to the effective date of this Contract, or prior to the date of the approved budget for the Project, whichever is earlier.

SEC. 202. GRANT REQUISITIONS AND PAYMENTS

(A) Preliminary Action by Public Body. -- In order to obtain any Grant payment, the Planning Agency is required to:

- (1) File with HHFA its requisition therefor including its estimates of cash needs (on form or forms prescribed by HHFA) and such other data pertaining to the Urban Planning Account (defined in Sec. 301(A)) and the Project as HHFA may require, to justify and support the Grant payment requisitioned; and
- (2) Comply with all applicable provisions of this Contract.

(B) Government's Obligations. -- Subject to other provisions hereof, the Government will honor such requisitions in amounts and at times deemed by HHFA to be proper to insure the carrying out of the Project and payment of eligible costs in accordance herewith. However, notwithstanding any other provisions of this Contract, the Government may elect not to make a payment on account of the Grant if:

- (1) Misrepresentation. -- The Planning Agency shall have made any misrepresentation of a material nature in its Application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- (2) Litigation. -- There is then pending litigation with respect to the performance by the Planning Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Contract, or the Grant;
- (3) Unauthorized Actions by Planning Agency. -- The Planning Agency shall have taken any action pertaining to the Project which requires HHFA approval, without having been advised by HHFA that it has no objection to the proposed action.
- (4) Violations of Specific Provisions. -- The Planning Agency shall have violated the conflicts of interest provisions of Section 503(C) of this Contract.
- (5) Default. -- The Planning Agency shall be in default under any of the provisions of this Contract.

#### SEC. 203. TERMINATION OR SUSPENSION OF GOVERNMENT'S OBLIGATIONS

(A) Termination or Suspension Generally. -- If the Planning Agency abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in paragraphs (1) to (5), inclusive, of Section 202(B) hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Planning Agency is rendered improbable, infeasible, impossible, or illegal, the Government may, by written notice to the Planning Agency, suspend any or all of its obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Government may terminate any or all of its obligations under this Contract.

(B) War Clause. -- In the event of war or of a declaration or proclamation of a national emergency arising out of a threat of war or hostilities, the Government may, upon written notice to the Planning Agency, terminate or suspend its obligations, in whole or in part, under this Contract as of such date or dates (which shall not be earlier than the date when the Planning Agency would normally be expected to receive such notice) as may be set forth in such

notice. Eligible costs upon the basis of which the amount of the Federal Grant payable at final termination or suspension and settlement under this subsection (B) is computed shall include (1) Project costs incurred by the Planning Agency in conformity with this Contract up to the "termination date" specified in such notice and (2) any other costs legally incurred by the Planning Agency which are caused by or directly attributable to such termination or suspension. The total Federal Grant upon final termination or suspension and settlement under this subsection shall not exceed the limitations specified in Part I, Section 3, applied to the aggregate of all Project costs incurred by the Planning Agency, including the total amount of costs described in (1) and (2) of this subsection.

(C) Action Subsequent to Notice of Termination or Suspension. -- Upon receipt of the notice specified in subsection (A) or (B) of this Section 203, the Planning Agency will proceed promptly to carry out the actions required therein which may include any or all of the following: (1) promptly take all necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the Federal Grant is to be computed under this Section; (2) furnish a statement of the status of the Project activities and of the Urban Planning Account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and (3) remit to the Government such portion of the Grant payment previously received as is determined by HHFA to be due the Government under the provisions of subsection (A) or (B) of this Section. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by HHFA, or upon the basis of terms and conditions imposed by HHFA upon the failure of the Planning Agency to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Government of any or all Grant funds previously received by the Planning Agency or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which the Government may otherwise have arising out of this Contract.

#### SEC. 204. REFUND OF GRANT PAYMENTS UPON COMPLETION

Upon completion of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Urban Planning Account is made, the Planning Agency shall refund to the Government any unexpended balance of Grant funds.

#### SEC. 205. OTHER FINANCIAL AID FROM THE GOVERNMENT

If the Planning Agency shall receive any funds (other than those received under the terms hereof), directly or indirectly, from the Government, or any agency or instrumentality thereof, to aid in financing the Project, to the extent that such funds are so received the cost of the Project upon which the amount of the Grant is computed, as set forth in Part I, hereof, shall be reduced.

### ARTICLE III -- URBAN PLANNING ACCOUNTING RECORDS, LIMITATIONS, AND BUDGET

#### SEC. 301. URBAN PLANNING ACCOUNTING RECORDS

(A) Establishment and Maintenance. -- The Planning Agency shall establish for the Project, in conformity with uniform requirements established by HHFA to facilitate the administration of the urban planning grant program, separate accounts to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Urban Planning Account."

(B) Funds Received or Made Available for the Project. -- The Planning Agency shall appropriately record in the Urban Planning Account all Grant payments received by it from the Government pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Grant payments and other funds are hereafter collectively referred to as "Project Funds."

(C) Costs Incurred for the Project. -- The Planning Agency shall charge to the Urban Planning Account all eligible costs of the Project. Costs in excess of the latest approved budget shall be for the sole account of the Planning Agency.

(D) Documentation of Project Costs. -- All costs, including paid services contributed by the Planning Agency or others, charged to the Project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

(E) Checks, Orders, and Vouchers. -- Any check or order drawn by the Planning Agency with respect to any item which is or will be chargeable against the Urban Planning Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Planning Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

#### SEC. 302. LIMITATIONS ON UTILIZATION OF PROJECT FUNDS

(A) Intent. -- It is the intent and purpose of the Contract that the Project expenditures and costs shall be confined, subject to other provisions hereof including particularly the provisions of Section 2 of Part I hereof, to salaries and wages, necessary travel expenses, costs of Project services which are obtained under written contracts between the Planning Agency and consultants, planners, and other contractors, and expenses of preparation, reproduction, publication, and distribution of essential Project reports and documents, the preparation or purchase of maps and scale models, and incidental costs in connection with the foregoing.

(B) Limitations. -- In addition to the limitations in Sections 201 and 303 hereof, no expenditures or charges shall be included in the cost of the Project or in determining the amount of the Grant, and no part of the Project Funds shall be used by the Planning Agency for expenditures or charges that are (1) contrary to the provisions of this Contract; (2) not directly for the carrying out of the Project; (3) of a regular and continuing nature, except that salaries and wages of officers and employees of the Planning Agency, other than elected officials and appointed principal executives of the Planning Agency who have not been appointed specifically for the purpose of directing the Project, who devote official time directly to the Project under specific assignments and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Planning Agency may be considered as proper costs of the Project to the extent of the time thus devoted and recorded, if they are otherwise in accordance with the provisions hereof; (4) incurred without the consent of HHFA after written notice of the suspension or termination of any or all of the Government's obligations under this Contract, in accordance with the provisions of Sections 203(A) and (B) hereof; or (5) for overhead, office space, office equipment, office supplies, office utilities, and communications, except such as are specifically included in an approved budget.

#### SEC. 303. THE PROJECT BUDGET

The Planning Agency shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest approved budget for the Project. The budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until HHFA shall have approved the same.

### ARTICLE IV -- INFORMATION, RECORDS, AND INSPECTIONS

#### SEC. 401. INFORMATION AND REPORTS

(A) General. -- The Planning Agency shall, at such times and in such form as HHFA may require, furnish it with such periodic reports concerning the status of the Project and the Urban Planning Account, and with such statements, certificates, approvals, proposed budgets, and copies of proposed and executed contracts, purchase orders, salary schedules, and other information relative to the Project, as may be requested by HHFA. The Planning Agency will furnish HHFA, upon request, with copies of studies, reports, surveys, proposals, plans, codes and regulations, maps, charts, schedules, photographs, exhibits, and other materials prepared or developed in connection with or as part of the Project.

(B) Publication, Reproduction, and Use. -- All reports, maps, and other documents completed as part of the Project, other than documents prepared exclusively for internal use within the Planning Agency, shall contain an appropriate notice of the Federal financial assistance provided by HHFA under

Section 701 of the Housing Act of 1954, as amended. The Government shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or materials, in whole or in part. No reports, documents, or other materials produced in whole or in part with Project Funds shall be subject to copyright in the United States or in any other country.

#### SEC. 402. RECORDS AND INSPECTIONS

The Planning Agency shall maintain full and accurate records with respect to all matters covered by the Contract. HHFA and the Comptroller General of the United States shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom and to inspect all Project data, documents, proceedings, and activities.

#### ARTICLE V -- THE PROJECT: ACCOMPLISHMENT AND RESTRICTIONS

#### SEC. 501. SCOPE OF PROJECT ACTIVITIES

The Project activities described in Part I hereof shall exclude plans for any specific public works or for housing projects. The Project shall not include activities or undertakings for which Federal financial aid has been supplied or requested under authority of provisions of Federal law other than Section 701 of the Housing Act of 1954, as amended.

#### SEC. 502. ACCOMPLISHMENT OF PROJECT

The Planning Agency shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof and all applicable laws. In accomplishing the Project, the Planning Agency shall take such steps as are appropriate to insure that the planning work involved in the Project is properly coordinated with related planning work of State, metropolitan, regional, county, municipal, or other planning agencies functioning in the area or areas of the Project or in adjoining areas.

#### SEC. 503. RESTRICTIONS, PROHIBITIONS, AND CONTROLS

(A) Nondiscrimination. -- There shall be no discrimination against any employee or applicant for employment in the carrying out of the Project because of race, religion, color, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Agency will insert the foregoing provision of this subsection (A) in all its contracts for Project work to be performed by parties other than the Planning Agency, and will require all of its contractors for such work to insert a similar provision in all subcontracts for Project work: Provided, That the foregoing provisions of this subsection shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(B) Competitive Bidding. -- The Planning Agency will give full opportunity for free, open, and competitive bidding for each contract to be let by it calling for the furnishing of any materials, supplies, or equipment to be paid for with Project Funds; will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition; and the award of each such contract, when made, will be made by it as soon as practicable to the lowest responsible bidder: Provided, That in the selection of such materials, equipment, or supplies, the Planning Agency may, in the interest of standardization or ultimate economy, if the advantage of such standardization or ultimate economy is clearly evident and appropriate provision for such action is included by it in the proposed contract documents upon which bids are invited, award a contract to a responsible bidder other than the lowest in price: Provided, further, That if the estimated amount of the proposed contract, as estimated by the Planning Agency, is \$2,500 or less, such contract may, except where contrary to the requirements of State or local law, be let by the Planning Agency on the basis of informal bidding: Provided, further, That purchases of such materials, equipment, or supplies in amounts of \$1,000 or less may, except where contrary to the requirements of State or local law, be made from time to time by the Planning Agency without negotiation or competitive bidding and without observance of the other provisions of this subsection (B).

(C) Conflicts of Interest.

- (1) Interest of Members of Governing Body of the Locality and Officials and Employees of the Locality. -- No member of the governing body of the locality and no other public official or employee of the locality in which the Project is situated or being carried out, who exercises any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible, or in conflict, with the discharge or fulfillment of his functions or responsibilities with respect to the carrying out of the Project.
- (2) Interest of Members of Governing Body of Planning Agency or Personnel of Planning Agency. -- No member of the governing body of the Planning Agency and no officer or employee of the Planning Agency shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, which is incompatible, or in conflict, with the discharge or fulfillment of the functions and responsibilities of his position with the Planning Agency. Any member of the governing body of the Planning Agency and any officer or employee of the Planning Agency, who, prior to the execution

of this Contract, acquires any personal interest in the Project, or after the effective date of this Contract involuntarily acquires any such personal interest, shall immediately disclose his interest to the Planning Agency in writing. Thereafter, he shall not participate in any action by the Planning Agency affecting the undertaking of the Project unless the governing body shall determine that, in the light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest. The Planning Agency will promptly advise HHFA of the facts and circumstances concerning any disclosure made to it pursuant to this paragraph.

- (3) Implementation by Planning Agency. -- The Planning Agency will adopt and enforce measures appropriate to ensure that the provisions of paragraphs (1) and (2) above are complied with.

(D) Interest of Certain Federal Officials. -- No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit arising herefrom.

(E) Certain Provisions in Contracts With Third Parties. -- In addition to the requirements of Section 503(A), the Planning Agency will incorporate in each contract entered into by it with any party with respect to the Project such provisions and conditions, not inconsistent with applicable law, as may be necessary to enable the Planning Agency to perform and carry out the Project and to observe, require appropriate observance of, perform, and carry out the applicable provisions of this Contract, including, but not limited to, the provisions and conditions of subsections (C) and (D) of Section 503.

(F) Bonus or Commission. -- The Planning Agency will not pay any bonus or commission for the purpose of obtaining HHFA approval of the Application for the Federal financial assistance provided for herein, or any other approval by HHFA which may be necessary under this Contract.

#### ARTICLE VI -- MISCELLANEOUS PROVISIONS

##### SEC. 601. GOVERNMENT NOT OBLIGATED TO THIRD PARTIES

The Government shall not be obligated or liable hereunder to any party other than the Planning Agency.

##### SEC. 602. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the Government of any Grant payment to the Planning Agency constitute or be construed as a waiver by the Government of any breach of covenant, or any default which may then exist, on the part of

the Planning Agency, and the making of any such payment by the Government while any such breach or default shall exist shall in no wise impair or prejudice any right or remedy available to the Government in respect of such breach or default.

SEC. 603. HOW CONTRACT AFFECTED BY PROVISIONS BEING HELD INVALID

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if the remainder is in conformity with the terms and requirements of applicable law.

# RESOLUTION OF THE CITY COUNCIL

No. 172

Approved March 20, 1964

Resolved,

That the 1964 Session of the General Assembly is hereby respectfully urged to oppose passage of H-1184, which is an act in amendment of Section 11-35-10 Of the 1956 General Laws, and purports among other things to impose a penalty not exceeding five hundred (\$500) dollars on any person or corporation who shall wilfully collect a larger sum for water than appears to be due from the reading of the meter, or which shall wilfully furnish a meter that incorrectly registers the quantity of water consumed.

IN CITY COUNCIL

MAR 19 1964

READ and PASSED

*John F. Bink*  
President  
*Alvin C. Caspi*  
Clerk

APPROVED

MAR 20 1964

*John F. Bink*  
Mayor

RESOLUTION  
OF THE  
CITY COUNCIL  
URGING DEFEAT OF  
H-1184.

FILED  
MAR 10 10 24 AM '64  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

*Mr. Weyler, by request*

H-1184

~~1184~~

AN ACT

IN AMENDMENT OF SECTION 11-35-10 OF THE  
GENERAL LAWS IN CHAPTER 11-35, ENTITLED  
"PUBLIC UTILITIES"

SECTION 1. Section 11-35-10 of the general laws,  
in chapter 11-35, entitled "Public utilities" is hereby amended  
to read as follows:

"11-35-10. Excessive gas or water charges. - False  
meters - Estimated bills. - Every person or corporation who shall  
wilfully collect of any person or persons a larger sum for gas or  
water than appears to be due on inspection of the meter put in to  
regulate and register the same, or shall wilfully furnish a meter  
that shall not correctly register the quantity of gas or water so  
consumed, shall be fined not exceeding five hundred dollars (\$500).

Every person or corporation engaged in the business of  
supplying gas to the public who shall send to any customer a bill  
for gas supplied to such customer, other than a bill based upon an  
actual meter reading or minimum service charge, shall be fined not  
exceeding five hundred dollars (\$500)."

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

1184

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 173

Approved March 20, 1964

RESOLVED,

THAT, the sum of Twenty Thousand (\$20,000) Dollars is hereby ordered transferred by the Commissioners of Sinking Fund from the Water Depreciation and Extension Fund to the Special Account in the Trust and Special Funds of the City of Providence known as, "INSTALLATION OF NEW WATER MAIN IN WESTMINSTER STREET".

This amount is in addition to the sum of Eight Thousand Seven Hundred Fifty (\$8,750) Dollars transferred by City Council Resolution No.#568 of November 2, 1962, and Eight Thousand Two Hundred Fifty (\$8,250) Dollars transferred by City Council Resolution No.#317 of April 19, 1963.

Said sum or so much thereof as may be necessary shall be expended and any balance remaining in said fund at the completion of said work shall revert to the Water Depreciation and Extension Fund.

IN CITY COUNCIL

MAR 19 1964

READ and PASSED

*William J. P. Buck*  
President  
*Alvin A. Dwyer*  
Clerk

APPROVED

MAR 20 1964

*William J. P. Buck*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

*Mr. Waples, by request*

MAR 15 6 02 PM '64  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 176

Approved March 20, 1964

Resolved,

**That** the City Solicitor be and he hereby is authorized to urge passage by the 1964 General Assembly of an Act entitled "An Act in Amendment of Section 45-32-34 of the General Laws in Chapter 45-32, Entitled 'Redevelopment Projects'" substantially in accordance with the accompanying draft act.

IN CITY COUNCIL

MAR 19 1964

READ and PASSED

*John F. Bruck*  
President  
*Vincent P. Cresia*  
Clerk

APPROVED

MAR 20 1964

*John F. Bruck*  
Mayor

5-19-64

JAN 29 12 44 PM '64

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

RESOLUTION URGING PASSAGE  
OF AN ACT IN AMENDMENT OF  
Section 45-32-34 OF THE  
GENERAL LAWS IN CHAPTER 45-32  
ENTITLED "REDEVELOPMENT  
PROJECTS"

# IN CITY COUNCIL

FEB 6- 1964

FIRST READING  
REFERRED TO COMMITTEE ON  
ORDINANCES  
*Disapproved* *10/10/64*, CLERK

THE COMMITTEE ON

*Disapproved*  
Recommends *Disapproved*

*Disapproved*  
2-14-64  
Clerk

THE COMMITTEE ON

*Disapproved*  
Approves Passage of  
The Within Resolution

*Disapproved*  
3-9-64  
Clerk

RECEIVED  
PROVIDENCE R.I.  
JAN 29 12 44 PM '64

*Mr. Weyler, by request*

STATE OF RHODE ISLAND, SC.

IN GENERAL ASSEMBLY

January Session, A. D. 1964

AN ACT

IN AMENDMENT OF CHAPTER 45-32-34 OF  
THE GENERAL LAWS OF RHODE ISLAND,  
ENTITLED "PROCEEDINGS IN Eminent Domain"

IT IS ENACTED BY THE GENERAL ASSEMBLY AS FOLLOWS:

SECTION 1. Section 45-32-34 of the General Laws of Chapter 45-32, entitled "Redevelopment Projects," is hereby amended to read as follows:

"45-32-34 Trial by Court or Jury.-- Any owner or or persons entitled to any estate or interest in any part of the real property, and who cannot agree with said agency for the price of the real property, or estate or interest therein, so taken, may, within three (3) months after notice of said taking, or, if he has no notice, any within one (1) year from the first publication of the copy of such resolution and declaration referred to in this chapter, apply by petition to the superior court in and for the county in which such real property lies, setting forth the taking of his real property or estate or interest therein, and praying for an assessment of its value. Upon filing of such petition, the said court shall cause twenty (20) days' notice of the pendency thereof to be given to such agency by serving a resident attorney of the agency with a certified copy thereof, and may proceed after such notice to the trial thereof. Petitions brought under this section shall be tried by a jury, if claimed in writing by any party within the aforementioned twenty (20) day period. Such trial shall determine all questions of fact relating to the value of such real property and any estate or interest therein and the amount thereof. Upon the entry of judgment in such proceeding, execution shall be issued against the money so deposited in court and in default thereof against any other property of said agency. In case two (2) or more conflicting petitioners make claim to the same real property, or to