

RESOLUTION OF THE CITY COUNCIL

No. 214

Approved April 12, 1966

RESOLVED, That His Honor the Mayor is authorized to execute the accompanying supplementary agreement for and on behalf of the City of Providence with Local 799, International Association of Fire Fighters, A.F.L. - C.I.O. relative to Vacations.

IN CITY COUNCIL

APR 7 - 1966

READ and PASSED

Russell S. Boyle
President
William A. Chappin
Clerk

APPROVED

APR 12 1966

Joseph A. Rowley Jr.
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

THE COMMITTEE ON

Employee Relations
Approves Passage of
The Within Resolution

.....
Chairman

Erinunt Rogers
3-23-66 Clerk

7

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 215

Approved April 12, 1966

WHEREAS, Richard S. Payne, Esquire, son of our distinguished and respected colleague Councilman Thomas L. Payne and Mrs. Thomas L. Payne, and a native and former resident of the City of Providence, Rhode Island, was elected and is now serving as a Village Trustee in Ardsley, New York, and

WHEREAS, Village Trustee Payne, contesting for the post as a Democrat, in that traditionally "Non-Democratic" stronghold, did receive a greater plurality of any Democratic candidate that had ever sought such a village seat.

NOW THEREFORE BE IT RESOLVED, That the sincere best wishes for a brilliant political career are hereby extended to Richard S. Payne, Village Trustee, in Ardsley, New York by His Honor Mayor Joseph A. Doorley, Jr., and the members of this City Council, and that they further express the hope that Village Trustee Payne will seek and be elected to higher office, and

BE IT FURTHER RESOLVED, That the Clerk of the City Council is hereby directed to transmit a duly engrossed copy of this Resolution to Richard S. Payne, Esquire, to His Honor Mayor Daniel J. Reidy, to the members of the Board of Trustees of the Village Council of Ardsley, and to Village Clerk William C. Emerick, with a request that the subject Resolution be read and incorporated in the records of the next meeting of the Village Council.

IN CITY COUNCIL

APR 7 - 1966

READ and PASSED

Wm. C. Emerick
President
Vincent C. Emerick
Clerk

APPROVED

APR 12 1966

Joseph A. Doorley Jr.
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilman Rayton

RESOLUTION OF THE CITY COUNCIL

~~N216~~

Approved April 12, 1966

RESOLVED,

That the congratulations and best wishes of His Honor Mayor Joseph A. Doorley, Jr. and of the City Council are extended to Edward D. Greer, Deputy Superintendent of Health upon his ascension to the Presidency of the Rhode Island Association of Sanitarrians.

IN CITY COUNCIL

APR 7 - 1966

READ and PASSED

Russell H. Boyle
.....
President
William A. [unclear]
.....
Clerk

APPROVED

APR 12 1966

Joseph A. Doorley, Jr.
.....
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilman Sykes and Morris

64

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

4

RESOLUTION OF THE CITY COUNCIL

No. 217

Approved April 12, 1966

The Board of Contract and Supply is hereby authorized to purchase from the Providence Redevelopment Agency one parcel of land in the Weybosset Hill Redevelopment Project area R. I. R-7 containing approximately 24,962 square feet of land at a cost not to exceed \$167,000.00, which said land shall be used for welfare purposes, said expenditure to be charged to "Capital Account, Public Welfare Administration Building, No. 3-39-00, per Public Law 160 of 1965 and City Council Resolution No. 764 approved Dec. 20, 1965."

IN CITY COUNCIL

APR 7 - 1966

READ and PASSED

A. Russell.....*J. A. Byrd*
President
William T. ...
Clerk

APPROVED

APR 12 1966

Joseph A. ...
MAYOR

RECEIVED

5 30 1966

RESOLUTION
OF THE
CITY COUNCIL

Councilman McLober, by request

WHEREAS, the City Council has received a request from the
City of Providence, Rhode Island, for the loan of a certain
sum of money to be used for the purpose of purchasing a certain
piece of property, and the City Council has deemed it proper
to grant such request, and the City Council has resolved that
it will do so, and the City Council has authorized the City
Manager to execute the necessary papers for the purpose of
obtaining such loan, and the City Council has resolved that
it will pay the interest on such loan, and the City Council
has resolved that it will pay the principal of such loan.

FILED
APR 6 2 36 PM '66
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

RESOLUTION OF THE CITY COUNCIL

No. 218

Approved April 12, 1966

RESOLVED,

The City Controller and the City Treasurer are hereby authorized to transfer the sum of Twenty Thousand Three Hundred (\$20,300) Dollars from the General Fund Appropriation for Demolition of Abandoned Property to a special account in the Trust and Special Funds to be known as R.I.M-1 Demolition Program in the upper South Providence Area.

IN CITY COUNCIL

APR 7 - 1966

READ and PASSED

Russell J. Boyle
President
Vincent Despa
Clerk

APPROVED

APR 12 1966

Joseph A. Parley
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilman McArthur, day request

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

Apr 5 3 23 PM '66

FILED

RESOLUTION OF THE CITY COUNCIL

No. 219

Approved April 12, 1966

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 an additional Grant to the Planning Agency to aid in effectively completing 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 "First Amendatory Contract Amending 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 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 Department of Housing and Urban Development, 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,

RESOLUTION
OF THE
CITY COUNCIL

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 upon its passage.

IN CITY COUNCIL

APR 7 - 1966

READ and PASSED

Harold G. Boyle
.....
President
William B. Coughlin
.....
Clerk

APPROVED

APR 12 1966

Joseph A. Barley Jr.
.....
MAYOR

No.

CHAPTER
AN ORDINANCE

Councilman McAdams, by request

APR 7 2 24 PM '66
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

FILED



City Plan Commission

Suite 103, City Hall, Providence, Rhode Island 02903

MEMORANDUM

TO: City Council
FROM: Frank H. Malley, Director
City Plan Commission
SUBJECT: Submission of First Amendatory Contract Amending Urban
Planning Grant Contract No. R. I. P-17(G)
DATE: April 6, 1966

On December 8, 1965 City Council passed a resolution authorizing City Plan Commission to make application to the Housing and Home Finance Agency for \$34,760 for the effective completion of the Zoning Revision Study. This contract, pursuant to that authorization, is submitted for your approval. It awards the City the amount requested, and raises the total federal contribution to \$79,672 from \$59,754, and the local contribution (which is being provided through services of City Plan Commission staff) from \$19,918 to \$31,505. The total budget for the project, which will terminate on June 30, 1966 after approximately two years, is \$126,019.

A handwritten signature in dark ink, which appears to read "Frank H. Malley", is located in the bottom right area of the document.

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

FIRST AMENDATORY CONTRACT AMENDING
URBAN PLANNING GRANT CONTRACT NO.
R.I. P-17(G)

Project No. R.I. P-17

THIS FIRST AMENDATORY CONTRACT made and entered into on the date hereinbelow specified, by and between the City of Providence, acting by and through Providence Plan Commission (herein called the "Planning Agency") and the United States of America (herein called the "Government"), WITNESSETH:

WHEREAS the parties hereto entered into that certain Urban Planning Grant Contract, No. R.I. P-17(G), dated the 27th day of April, 1964, (herein called the "Existing Contract"), and it now appears that such Existing Contract should be amended:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and in the Existing Contract, the parties hereto do agree as follows:

The Existing Contract is hereby amended:

1. By the incorporation of the provisions of Exhibit "B" attached hereto and made a part hereof.

2. By amending Section 3 of Part I thereof to delete the amount of estimated Project costs of \$79,672 and the maximum amount of Grant of \$59,754, and inserting in lieu thereof the amounts of \$126,019 and \$94,514, respectively.

3. By deleting from Section 4 of Part I thereof the amount of the fixed fee of \$432.00 and inserting in lieu thereof the amount of \$1,092.00.

The Planning Agency certifies that all things necessary on its part to constitute this Amendatory Contract a valid, binding, and legal agreement have been done or have occurred, that all conditions precedent to its valid execution of this Amendatory Contract have been complied with, and that such execution is in all respects authorized in accordance with law. The Government similarly certifies with respect to its execution of this Amendatory Contract.

IN WITNESS WHEREOF, the Planning Agency has caused this Amendatory 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 _____, 1966.

/SEAL/

CITY OF PROVIDENCE, acting by and through
PROVIDENCE PLAN COMMISSION

By _____

UNITED STATES OF AMERICA
Secretary of Housing and Urban
Development

By _____
Regional Director of Urban Renewal
Region I

ATTEST:

EXHIBIT "B"

Pursuant to the Department of Housing and Urban Development Act, 5 U.S.C. 624, the Project or Program involved herein is under the jurisdiction of the Department of Housing and Urban Development. Therefore, references herein to the Housing and Home Finance Agency and to officers of such Agency mean the Department of Housing and Urban Development and officers of that Department and the term Housing and Home Finance Administrator or Administrator as used in this Contract means the Secretary of Housing and Urban Development.

RESOLUTION OF THE CITY COUNCIL

No. 220

Approved April 12, 1966

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-23; 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-23 (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-23, situated in Providence-Pawtucket Redevelopment Area, is hereby in all respects approved.

SECTION 2. The Mayor is hereby authorized 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 Department of Housing and Urban Development, 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,

RESOLUTION
OF THE
CITY COUNCIL

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 upon its passage.

IN CITY COUNCIL

APR 7 - 1966

READ and PASSED

Russell J. Boyle
President
William A. Ceresa
Clerk

APPROVED

APR 12 1966

Joseph A. Pauley, Jr.
MAYOR

No.

CHAPTER
AN ORDINANCE

Councilman McCaskey, by request

APR 7 2 25 PM '66
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

FILED



City Plan Commission

Suite 103, City Hall, Providence, Rhode Island 02903

MEMORANDUM

TO: City Council
FROM: Frank H. Malley, Director
City Plan Commission
SUBJECT: Submission of Urban Planning
Grant Contract for Project R. I. P-23
DATE: April 6, 1966

Attached is Urban Planning Grant Contract No. R. I. P-23(G) for Project No. R. I. P-23 for Council approval. The contract awards the City \$204,561 as its contribution to the total project budget of \$272,748. The difference will be provided through the services of personnel of various City departments. The City Plan Commission was authorized to make application for the funds by a resolution of City Council on May 21, 1965.

The planning work contemplated consists substantially of the following surveys, studies, maps, and plans:

1. Photogrametrics and Map Program including the preparation of sectional planimetric, topographic, district and land use maps and city wide base, topographic and data base maps.
2. Data Bank Study Program including inventories and analyses of available data and data needs, personnel and equipment requirements, and recommendation for establishing a data bank.
3. Neighborhood Planning program including analyses to develop the framework for future detailed neighborhood planning, and the preparation of a public improvements program.
4. Preparation of plans showing the general location, type and extent of existing and proposed elements such as schools, recreation facilities and circulation facilities, but excluding plans for specific public works.

A handwritten signature in dark ink, appearing to read "Frank H. Malley", with a stylized flourish at the end.

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Project No. R.I. P-23

Contract No. R.I. P-23(G)

URBAN PLANNING GRANT CONTRACT

between

CITY OF PROVIDENCE, acting by and through
PROVIDENCE PLAN COMMISSION

and the

UNITED STATES OF AMERICA

URBAN PLANNING GRANT CONTRACT

PART I

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (Form HUD-3160b, 2-54) 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, acting by and through Providence Plan Commission (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 planning activities are set forth in Exhibit "A" attached hereto and made a part hereof.

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 \$ 272,748, the Government will make a Grant in an amount equal to ~~(three-fourths)~~ (three-fourths) of the actual cost of the Project, as determined by HUD, or in an amount of \$ 204,561, whichever is less.

SEC. 4. Compensation to Government for Its Audits and Inspections. -- The amount (herein called the "fixed fee") which shall be compensated the Government by the Planning Agency for the former's audits and inspections shall be \$ 913.00, payable at the time the first requisition for a Grant payment is approved, by the Government deducting the entire amount of the fixed fee from the first Grant payment made to the Planning Agency: Provided, That, if the Project is not commenced after the first Grant Payment has been made and the Government shall claim repayment of the Grant,

the Grantee shall be entitled to a full setoff of the amount of the fixed fee against the Government's claim. No part of the fixed fee is refundable in any other circumstance: Provided further, That, in the event the Grant amount authorized in Section 3 hereof is increased, the additional fixed fee payable thereby shall be deducted from the next Grant payment made to the Planning Agency.

SEC. 5. Changes Applicable to Part II Hereof. -- The following changes are hereby made in the attached Terms and Conditions designated Part II hereof:

None.

SEC. 6. Special Condition(s). --

None.

SEC. 7. 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.

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 _____, 19____.

(SEAL)

CITY OF PROVIDENCE, acting by and through
PROVIDENCE PLAN COMMISSION

By _____
(Signature)

ATTEST:

(Type or Print Name)

(Title)

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By _____
Regional Director of Urban Renewal
Region I

EXHIBIT "A"

Project No. R.I. P-23

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 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 the following surveys, studies, maps and plans:

1. Photogrametrics and Map Program including the preparation of sectional planimetric, topographic, district and land use maps and city wide base, topographic and data base maps.
2. Data Bank Study Program including inventories and analyses of available data and data needs, personnel and equipment requirements, and recommendation for establishing a data bank.
3. Neighborhood Planning program including analyses to develop the framework for future detailed neighborhood planning, and the preparation of a public improvements program.
4. Preparation of plans showing the general location, type and extent of existing and proposed elements such as schools, recreation facilities and circulation facilities, but excluding plans for specific public works.

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

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

PART II - TERMS AND CONDITIONS

ARTICLE I - DEFINITIONS

SEC. 101. USE OF CERTAIN TERMS

The capitalized term "HUD" means the Department of Housing and Urban Development, or, as the context may require, the Secretary of Housing and Urban Development, or other person who may at the time be acting in the capacity of the Secretary or authorized to perform the functions of the Secretary, or his authorized representative, or any other person otherwise authorized to perform the functions to be performed hereunder by HUD 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 HUD 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 HUD its requisition therefor including its estimates of cash needs (on form or forms prescribed by HUD) and such other data pertaining to the Urban Planning Account (defined in Section 301(A)) and the Project as HUD 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 HUD 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 HUD approval, without having been advised by HUD 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 HUD 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 HUD, or upon the basis of terms and conditions imposed by HUD 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 HUD to facilitate the administration of the urban planning assistance 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 HUD 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 HUD 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 HUD 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 HUD. The Planning Agency will furnish HUD, 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 HUD 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. HUD 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) Equal Employment Opportunity. -- In the carrying out of the Project, 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 standard commercial supplies or raw materials, and will require all of its contractors for Project work to incorporate such requirements in all subcontracts for such work.

(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 HUD 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 HUD approval of the Application for the Federal financial assistance provided for herein, or any other approval by HUD 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.

[GUIDE FORM]

OPINION AND CERTIFICATE OF PLANNING AGENCY'S ATTORNEY
(Contract Authorized Other Than by Resolution or Ordinance)

(Name and Address of City of Providence Plan Commission
Planning Agency) 103 City Hall, Prov. R.I.

Dear _____:

I have examined the record of all proceedings, as authorized by (cite statutory or other legal authority), relative to the authorization, approval, and execution of that certain Urban Planning Grant Contract (herein called the "Contract") referred to therein and numbered Contract No. R.I. P-23C(2), by and between the City of Providence Plan Commission (herein called the "Planning Agency") and the United States of America (herein called the "Government"). I have also examined the two counterparts of the Contract as executed on behalf of the Planning Agency.

1. It is my opinion that:

- a. Said proceedings have been taken, and the Contract has been executed on behalf of the Planning Agency by its proper officials, in form, manner, and otherwise as authorized by law.
- b. When each of said counterparts of the Contract shall have been duly executed by the Government, said Contract will constitute a valid, binding, and legal agreement between the aforesaid parties thereto in accordance with its terms.

2. I HEREBY CERTIFY THAT:

- a. None of said proceedings and no authority for the authorization, execution, and delivery of the Contract have or has been repealed, rescinded, or revoked.
- b. No litigation of any nature is now pending or threatened (in either State or Federal courts) restraining or enjoining the Planning Agency's execution of the Contract or in any manner questioning or affecting the validity thereof or of the proceedings aforesaid, and neither the corporate existence nor the legally prescribed area of operation of the Planning Agency nor the title of its present officers to their respective offices is being contested.
- c. To the date hereof, no legislation has been enacted during the present session of the Legislature of the State of Rhode Island, if now in session, or during the last session of such Legislature, if adjourned sine die less than 6 months ago, which affects the organization of the Planning Agency or its power or authority to finance, undertake, or carry out the Project contemplated by the Contract in accordance with the laws pertaining thereto in effect prior to the convening of such session of the Legislature.

This 6th day of April, 1968.

Edward F. Malloy As City Solicitor
Attorney for [Name of Planning Agency]