

ANNUAL REPORT

DIVISION OF MINIMUM HOUSING STANDARDS

CITY OF PROVIDENCE

April 15, 1957 to December 30, 1957

Austin C. Daley  
Director



Austin C. Daley  
Director

CITY OF PROVIDENCE • RHODE ISLAND • Walter H. Reynolds • Mayor

## Division of Minimum Housing Standards

City Hall  
Providence 3, R. I.

February 28, 1958

The Honorable Walter H. Reynolds, Mayor  
The Honorable City Council  
of the City of Providence  
City Hall  
Providence, Rhode Island

Gentlemen:

In accordance with the provisions of Chapter 3715,  
Public Laws of 1956; Section 2.8 of Chapter 1040, Ordinances  
of 1956, the Division of Minimum Housing Standards submits  
herewith its Annual Report.

Respectfully yours,

*Austin C. Daley*

Austin C. Daley  
Director

ACD:am

IN CITY COUNCIL

MAY 1 - 1958

READ:

WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED.

*D. Everett Whelan*  
CLERK

The Division of Minimum Housing Standards was created by Chapter 1040 of the Ordinances of the City of Providence approved July 9, 1956, and reached full staff strength on April 15, 1957. The staff consists of a Director, Chief Inspector, one Inspector II, three Inspectors I, one Clerk Stenographer II, and one Clerk Typist I.

Since this division was to be engaged in a municipal service endeavor, which was new in this state, an intensive training program was begun immediately. Fortunately the staff had at its disposal an entire Providence community for "dry run" training. Virtually all the homes in the West River project had been vacated by April 15 and the division was able to use this neighborhood for field training. The empty houses were not yet torn down and this area consisted of many types of homes of a wide variety of size and state of maintenance. Thus the staff had a splendid opportunity to study all stages of housing deterioration.

After several conferences with officials concerned it was agreed that the division would endeavor initially to work in close harmony with the Department of Building Inspection, the Health Department and the Fire Prevention Bureau and that housing violations of the new code that were also violations of long-established codes would be referred to the responsible department for enforcement.

To assist the Minimum Housing staff in getting a clear picture of the Department of Building Inspection regulations, a series of lectures was begun. Starting with the Department of Building Inspection Director, talks were given by all the specialists from

that department including the Chiefs of the Electrical, Air Pollution, Mechanical and Plumbing Divisions. Some division chiefs spoke on several occasions and a question period followed each lecture.

The Health, Fire, Redevelopment and Planning Departments also cooperated by sending their division heads to lecture on their laws which affect the work of the Minimum Housing Division.

During the weeks spent in training, a study was made as to the neighborhood where the inspection work would start. It was agreed that the study would be based on the 1950 United States Census of Providence Housing, which offered the most complete data available on housing conditions in this city. This 1950 U. S. Census report divided the city into 37 tracts and it was decided to inspect areas according to census tract boundaries, which is the system used for work by most cities throughout the country.

In selecting the first tract for inspection work it was decided that to begin in one of the city's finest residential areas would not be logical simply because few sub-standard homes would be found in such a neighborhood. On the other hand it would not be wise to start in an area of extreme blight, which might be beyond redemption and perhaps slated for redevelopment. In the latter case it would be unfair to have a property owner make extensive repairs only to have his house razed later to make room for a housing project, freeway or industrial park.

In this light it was decided that the best procedure would be to select a tract with a variety of housing conditions but one

not scheduled for redevelopment in the foreseeable future.

A review of the 37 census tracts revealed that the above terms were best answered by Tract No. 17 in the Silver Lake community.

In many ways this tract was a fortunate choice for the start of the housing program. Most of the homes are situated on streets that are not heavily traveled. There are superb recreational areas in the neighborhood ranging from tot parks to the big Neutaconkanut Hill Park with its playing fields and facilities and ski run. This park incidentally, constitutes better than a third of the land area in this tract. There is perhaps no finer community in the City of Providence for raising children. For this and many other reasons, including its many fine dwellings, the Silver Lake area and its people deserve to be protected from neighborhood decay.

A week before the initial inspections were made letters and explanatory brochures were sent to the occupants of the houses to be visited. This brochure told the people that the Minimum Housing Division inspectors were not engaged in slum clearance or redevelopment but, instead, were trying to protect the neighborhood from deterioration. There are many new houses in Silver Lake and many beautifully maintained older homes. It was pointed out that, if homes in the neighborhood were allowed to become run down, the value of well maintained property would soon be adversely affected. Moreover, a steady growth of deterioration could eventually turn the entire neighborhood into a slum area.

The reaction of the people of Silver Lake has been most gratifying. Owners of well maintained property have been happy at the prospect of nearby blighted homes and premises being improved. Tenants in neglected rental property have expressed appreciation at learning that their dwelling units and premises will be brought up to a decent standard. Unexpected compliments have been received from some owner occupants of inspected homes. These people stated that they had been long aware of the defects in their property but needed the "little prod" they received to get them to activate repairs.

Many owners of property not under the Minimum Housing Ordinance, such as vacant lots and commercial buildings, have shown community spirit. Debris has been removed from lots. Buildings have been painted and some unsightly structures torn down. A veteran's post occupying an abandoned primary school, cooperated by painting the entire structure and blacktopping the yard surrounding it.

The field inspectors survey each house, utilizing a check-off sheet which covers the provisions of the Minimum Housing Ordinance. The next day a conference is held on the substandard features recorded and the owner is notified and given a reasonable amount of time to correct the undesirable conditions in the house.

No person can be required to enact repairs or improvements on his property under this Ordinance if such work or expenditure will impose an unnecessary hardship. To protect further the individual property owner, provisions are made so that he may appeal the conditions of the violation notice. He can first ask for a hearing

before the Director and, if this proves unsatisfactory to him, he can carry his appeal to the five man Housing Board of Review. However, out of 146 hearings held before the Director, only seven have been appealed to the Housing Board of Review.

The philosophy of the program has been to "sell" property owners on the sound objectives of the Minimum Housing Standards Division. Persuasion, rather than compulsion, has been the primary method employed by the entire staff. An attempt is made to show the owner the wisdom of properly maintaining or improving his property. Likewise it is pointed out that his investment received greater protection if the neighborhood is improved. As might be expected response has not been rapid but progress, nevertheless, has been considerable.

With very few exceptions, the people of Silver Lake have shown that they share this philosophy of community improvement. Although the Ordinance does not call for bathing facilities and hot water until September 7, 1959, many owners have installed these facilities already and many more are preparing to install them in the immediate future.

Many of the new improvements to homes are not visible from the outside, but even a cursory visit to the three tracts inspected will show a large number of freshly painted homes, and many more owners plan to paint in the spring.

After completing the initial inspection of Tract No. 17 the staff completed Tract No. 16 and is now working in Tract No. 18. These three tracts constitute a natural neighborhood and by working

a nucleus of three contiguous tracts the inspection staff is able to facilitate its initial and recheck inspection program.

Problems have emerged which will require further analysis and perhaps subsequent legislation. Two of these problems which should be mentioned here are indiscriminate dumping of rubbish and the practice of permitting removal of earth materials.

In a number of areas visited it was observed that uncontrolled dumping of rubbish and in some cases garbage constituted a serious source of additional blight. Permitting the removal of earth material likewise appears to be an undesirable practice. When sand and gravel are taken away and unsightly pits remain, they become sites of potential hazard to personal safety, invite the indiscriminate dumping referred to, and discourage the construction of new homes on unused land.

The initial success of the program bodes well for its future. No group has done more to make the program work than the field inspection staff. These men make the initial, direct contact with the people, who live in the homes inspected, and the whole program would receive a severe reversal, if the inspectors were not poised and competent. Morale is high among them and they have shown an admirable willingness to go out evenings and week-ends which, in some cases, are the only occasions when they can find working families at home.

A photographic program of housing rehabilitation progress is now in operation. It is planned that, in the future, picture slides will be shown before civic and professional groups to illustrate



the "before and after" phases of home improvement. This photographic program will be started as soon as possible because appearances before respected organizations will be a big factor in winning sustained public support for the work of the division,

National authorities on housing and urban development, backed by committies of some of the country's outstanding citizens, have long recognized and stressed the importance of housing rehabilitation. The Providence Minimum Housing Standards Division feels that our city has made a good start in this vital work.

It is the goal of the Division to win the same national recognition for accomplishment that has been earned by other departments in the municipal government of the City of Providence.

# MINIMUM HOUSING DIVISION FIELD INSPECTIONS

May 15, 1957 to December 31, 1957

Dwelling Units. . . . .	4977
Reinvestigations. . . . .	2387
Complaints. . . . .	<u>92</u>
Total. . . . .	7,456

## BUDGET EXPENDITURE

<u>PURPOSE</u>	<u>1956-1957</u>	<u>1957-1958</u>	<u>TOTAL</u>
ITEM O			
Personal Services	22,730.70	9,103.39	31,834.09
ITEM I			
Services other than personal	4,070.97	1,026.86	5,097.83
ITEM II			
Materials and supplies	781.73	139.50	921.23
ITEM V			
Equipment	4,427.64	53.00	4,480.64



# PROVIDENCE REDEVELOPMENT AGENCY

CITY HALL PROVIDENCE 3, RHODE ISLAND GASPEE 1-7740

April 28, 1958

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 Luigi Damiano and Americo Damiano, both of the City and County of Providence, two parcels of land which are described in the attached 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.

Luigi Damiano and Americo Damiano, the prospective purchasers, are the owners of an industrial plant abutting on the project area and upon the land which the Agency proposes to sell to them. The proposed sale will afford them the opportunity to expand their present plant and to provide for adequate off-street parking and loading facilities. Negotiations with these owners of industrial plants adjacent to the project area were carried on pursuant to Part B 4 (i) of the Redevelopment Plan which permits this Agency to negotiate the sale of land to owners of said adjacent industrial plants for off-street parking and loading or for expansion purposes.

Respectfully submitted,

*Chester R. Martin*

Chester R. Martin  
Chairman

IN CITY COUNCIL  
MAY 1 - 1958

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

CRM:fs

Enclosure

CHESTER R. MARTIN  
CHAIRMAN  
MORRIS S. WALDMAN  
VICE CHAIRMAN

ALBERT HARKNESS  
EDMUND M. MAURO  
TIMOTHY A. PURCELL

JAMES F. REYNOLDS  
EXECUTIVE DIRECTOR  
JOHN R. KELLAM  
SECRETARY

*W. Everett Whelan*  
CLERK

## A G R E E M E N T

AGREEMENT made this       day of       , 1958 between the Providence Redevelopment Agency, a corporation existing under and by virtue of an Act of the General Assembly of the State of Rhode Island, hereinafter called the "Agency" and Luigi Damiano and Americo Damiano of the City and County of Providence, State of Rhode Island, hereinafter sometimes called "Damiano".

1. The Agency agrees to sell and Damiano hereby agrees to purchase certain tracts or parcels of land as hereinafter described within the Agency's West River Project No. UR R.I. 1-3.

### Lot D

That certain tract of land designated as Lot No. D on the accompanying map, situated in the City of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point on the southwesterly line of Charles Street said point being two-hundred fifty and  $75/100$  (250.75) feet from the intersection of said southwesterly line of Charles Street and the northwesterly line of Conanicut Street;

thence, running South, forty-seven degrees ten minutes and ten seconds West ( $S 47^{\circ} 10' 10'' W$ ) two hundred and  $60/100$  (200.60) feet to a point on the northeasterly line of Ashburton Street;

thence, turning an interior angle of ninety (90) degrees and running North forty-two degrees, forty-nine minutes and fifty seconds East ( $N 42^{\circ} 49' 50'' E$ ) along said Ashburton Street one hundred and  $30/100$  (100.30) feet to a point;

thence, turning an interior angle of ninety (90) degrees and running, North forty-seven degrees, ten minutes and ten seconds East ( $N 47^{\circ} 10' 10'' E$ ) two hundred and  $60/100$  (200.60) feet to a point on the said southwesterly line of Charles Street;

thence, turning an interior angle of ninety (90) degrees and running South forty-two degrees, forty-nine minutes and fifty seconds East ( $S 42^{\circ} 49' 50'' E$ ) one hundred and  $30/100$  (100.30) feet along said southwesterly line of Charles Street to the point and place of beginning.

Said tract herein described contains twenty-thousand one hundred and twenty (20,120) square feet of land.

Lot B

That certain tract of land designated as Lot No. B on the accompanying map, situated in the City of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point on the southwesterly line of Charles Street said point being three hundred fifty one and 05/100 (351.05) feet from the intersection of said southwesterly line of Charles Street and the northeasterly line of Canal Street;

thence, running South forty seven degrees, ten minutes and ten seconds East (S 47° 10' 10" E) eighty six and 48/100 (86.48) feet to a point;

thence, turning an interior angle of ninety degrees, six minutes and fifty seconds (90° 06' 50") and running North forty-two degrees, fifty-six minutes and forty seconds East (N 42° 56' 40" E) one hundred and 49/100 (100.49) feet to a point;

thence, turning an interior angle of eighty-nine degrees, fifty three minutes and ten seconds (89° 53' 10") and running North forty-seven degrees, ten minutes and ten seconds East (N 47° 10' 10" E) eighty-six and 68/100 (86.68) feet to a point on the said southwesterly line of Charles Street;

thence, turning an interior angle of ninety (90) degrees and running South forty-two degrees, forty-nine minutes and fifty seconds East (S 42° 49' 50" E) one hundred and 49/100 (100.49) feet along said southwesterly line of Charles Street to the point and place of beginning.

Said tract herein described contains eight thousand seven hundred (8,700) square feet of land.

2. Said premises are to be conveyed on or before

, 1957 by a good and sufficient bargain and sale deed of the Agency conveying a good and clear title to the same, free from all incumbrances, except as to restrictions hereinafter set forth, and for such deed and conveyance, Demians is to pay the sum of Twenty Thousand One Hundred Seventy Four (\$20,174.00) Dollars of which Twenty One Hundred (\$2100.00) Dollars have been paid this day and Eighteen Thousand Seventy Four (\$18,074.00) Dollars are to be paid in cash upon the delivery of said deed.

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

a. That only the uses permitted and in the manner permitted in the H-1 General Industrial Zone by the Zoning Ordinance of the City of Providence approved September 21, 1951 and as amended to July 12, 1956 shall be permitted on any or all of the lots of land hereinbefore described; that none of the uses allowable in any of the Commercial Zones of said Zoning Ordinance shall be permitted; that there shall be no residential uses or structures permitted on any of said land and further that no building or structure shall be erected for any use other than that which is solely and specifically permitted in said H-1 General Industrial Zone as above defined and limited nor shall any building structure or land be used for any other use than is so permitted therein.

b. That no building constructed on the land hereinbefore described shall exceed six stories or 75 feet in height, measured from the average elevation of the finished lot grade at the front of the building to the roof line. Penthouses or roof structures for the housing of elevators, tanks, ventilating fans or parapet walls, skylights, television or radio antennas, chimneys, smoke stacks, similar structures or permitted signs on top of a parapet may be erected above the height limits herein described, but no penthouse or roof structure or any space above the height limit shall be allowed for the purpose of providing additional floor space for industrial or office use or for sign display other than the permitted signs on top of the parapet.

c. That front yards measuring at least 20 feet from any street to building line shall be provided for all structures. This shall apply to extensions of and additions to existing structures and shall apply to both sides of any project right-of-way to be utilized for street purposes.

d. That coverage by structures shall not exceed 60 percent of the gross area of any lots.

e. That five hundred (500) square feet of off-street parking area shall be reserved for every 1000 square feet of gross floor area of any building constructed. Parking area may be provided anywhere on the lot except in the required minimum front yard.

f. That the minimum requirement for off-street loading facilities shall be one loading space at least 10' x 25' with a 14 foot height clearance, if covered, for every 20,000 square feet or fraction thereof of floor area over 4,000 square feet of any structures constructed on any of the lots hereinbefore described. Loading bays shall be located only on those sides of any proposed building not facing the street.

g. That required front yards of a building or structure constructed shall be maintained in grass except for walks, drives, planting and flagpoles. Suitable planting shall be provided and maintained in front of the building or incorporated in the architecture of the structure by means of planting boxes. No driveway parallel to the street shall be permitted in the required minimum front yard. A partial foundation planting shall be provided for any side yard.

h. That all area subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards where needed.

i. That wherever a parking area is provided between the front of the building and the required minimum front yard it shall be screened from view from the street. Light standards for illumination of parking areas shall be shielded in such a way that the light sources will not be visible from the street or from adjacent properties. Any area not paved shall be maintained in grass and landscaped.

j. That the following sign regulations pertain to all buildings constructed unless otherwise specified:

1. Number of Signs Permitted - A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of the building's architecture, but not including the plaque and directional signs permitted below. In multiple unit buildings the same number of signs will be allowed for each industry, provided that on any such building either wall signs or parapet signs will be permitted, but not both, and no sign fixed to the wall may be extended above the roof or parapet.

2. Subject Matter - Signs shall pertain only to the identification of the business conducted within the building and the products sold or manufactured and to the direction of visitors. No pictures or samples will be permitted on a sign except as part of the trade mark.

3. Types of Signs - Only the following types of signs will be permitted:

(a) Horizontal wall signs otherwise known as belt or face signs excluding signs painted on the wall itself.

(b) Parapet signs, including signs on top of canopy or marquee.

(c) Plaques attached to the face of building in close proximity to the main entrance and bearing the name or trade mark of the industry.

(d) All necessary directional signs on the lot occupied by the building to which such signs pertain.

4. Sign Dimensions - Wall signs and parapet signs shall have a maximum height of 4 feet; a maximum area of not more than three square feet for each running foot of the face of the building displaying such signs; and a maximum projection of not more than 12 inches from the face of the building.

Plaques shall have a maximum area of 8 square feet.

5. Sign Illumination - Any spotlight or similar illumination shall be so directed or shielded that the light source is not visible from the street or from adjacent properties. No animated signs will be allowed.



k. That 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 and/or structure. No open storage shall be permitted except in suitably screened or enclosed locations.

l. That architectural and landscaping plans and specifications for all improvements and/or alterations as well as such other information relating to structure or topography as may be necessary shall be submitted by all owners to the Agency for its approval to insure their conformance with the provisions of the Redevelopment Plan for West River Project No. UR R.I. 1-6, approved July 12, 1956. All final plans and specifications for initial improvements shall be submitted to the Agency for its approval within twelve (12) months of the date of tender of the deed, provided, however, that this Agency upon written request may at its discretion grant in writing a reasonable extension of this time limit. All plans and specifications for all subsequent improvements and/or alterations shall be submitted to the Agency for its approval.

m. That no more than four concerns shall be permitted to occupy any one building.

n. That the construction of buildings shall conform to the regulations set forth in the Building Ordinance of the City of Providence, adopted December 21, 1956 and effective March 31, 1957 as amended or as it in the future may be amended.

h. In addition to the foregoing said deed shall contain a covenant which shall run with the land and which shall obligate Luigi Damiano, his heirs and assigns and Americo Damiano, his heirs and assigns:

(a) To submit to the Agency for its approval plans and specifications for the initial improvements to be constructed or placed on said land within \_\_\_\_\_ of the Date of the tender of the deed to said land.

(b) To begin and complete the building of such improvements within a period of two years after the date of approval by the Agency of said plans and specifications.

(c) To prohibit the sale or other disposition of the land until such time as it has completed the construction of such initial improvements provided, however, that the Agency when those improvements have been completed shall forward to the redeveloper/owner a certificate to that effect.

(d) To submit to the Agency for its approval plans and specifications for all subsequent improvements.

(e) To use and devote such real property only for the purposes and in the manner stated in the Official Redevelopment Plan for West River Project No. WP R.I. 1-6 as approved by Chapter 1044 of the Ordinances of the City of Providence, adopted July 12, 1956.

(f) To maintain said real property and any improvements thereon in such manner so that it will not cause surrounding properties to be depreciated or impaired in value.

(g) To include a covenant or other appropriate requirement in every deed or lease prohibiting the execution of any covenant, agreement or other instrument restricting the sale, lease, occupancy or use of such real property upon the basis of race, creed or color.

(h) Not to enter into any contract or agreement of sale, or execute any deed of trust or mortgage on the land to be purchased unless said contract, agreement, deed of trust or mortgage is made subject to the terms and conditions herein set forth.

5. That all of the above mentioned restrictions shall remain in full force and effect until July 12, 1996 unless sooner modified by the parties in accordance with said Redevelopment Plan and shall then terminate and cease, except for the covenant pertaining to the prohibition of any covenant, agreement or other instrument restricting the sale, lease, occupancy or other use on the basis of race, creed or color and set forth above, which said covenant shall run for a perpetual length or period of time.

6. Full possession of the said premises is to be delivered to Luigi Damiano and Americo Damiano at the time of delivery of the deed, the said premises to be then in the same condition in which they are now, reasonable use and wear and damage by fire or other unavoidable casualty excepted.

times agreed. Hereafter, 31, 1956 and after shall be  
operational as of the day of delivery of the deed.

The deed is to be delivered and consideration paid, if Luigi Damiano  
and Americo Damiano so require, at the City Hall of Providence at which the deed  
should by law be recorded or at some other time and  
place shall be mutually agreed upon.

If the Agency shall be unable to give title to or to make arrangements  
as here stipulated, any payments made under this agreement shall be returned,  
and all other obligations of either party hereto shall cease, but the  
acceptance of a deed and possession of premises shall be deemed to be a full  
performance and discharge thereof.

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.

In Witness Whereof, Luigi Damiano and Americo Damiano have caused  
this instrument to be signed and said Providence Redevelopment Agency has  
caused this instrument and another instrument of like tenor to be signed and  
its seal to be hereunto affixed by CHRISTOPHER E. MARTIN, its Chairman, thereunto  
 duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 1956.

Signed and sealed in the

presence of

PROVIDENCE REDEVELOPMENT AGENCY

State of Rhode Island  
County of Providence

In Providence, in said County, on the \_\_\_\_\_ day of \_\_\_\_\_,  
1958 before me personally appeared the above-named Luigi Damiano and  
Americo Damiano, to me known and known by me to be the persons executing  
the foregoing instrument, and they acknowledged said instrument by them  
executed to be their free act and deed.

\_\_\_\_\_  
Notary Public

State of Rhode Island  
County of Providence

In Providence, in said County, on the \_\_\_\_\_ day of \_\_\_\_\_,  
1958 before me personally appeared the above-named Chester R. Martin,  
Chairman of the Providence Redevelopment Agency, to me known and known by me  
to be the person executing the foregoing instrument, and he acknowledged  
said instrument by him executed to be his free act and deed individually  
and in his said capacity and the free act and deed of the Providence  
Redevelopment Agency.

\_\_\_\_\_  
Notary Public

April 28, 1958

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.

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Luigi Damiano and Americo Damiano, the prospective purchasers, are the owners of an industrial plant abutting on the project area and upon the land which the Agency proposes to sell to them. The proposed sale will afford them the opportunity to expand their present plant and to provide for adequate off-street parking and loading facilities. Negotiations with these owners of industrial plants adjacent to the project area were carried on pursuant to Part B 4 (1) of the Redevelopment Plan which permits this Agency to negotiate the sale of land to owners of said adjacent industrial plants for off-street parking and loading or for expansion purposes.

Respectfully submitted,



Chester R. Martin  
Chairman

CRM:fs

Enclosure

## A G R E E M E N T

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1. The Agency agrees to sell and Damiano hereby agrees to purchase certain tracts or parcels of land as hereinafter described within the Agency's West River Project No. UR R.I. 1-6.

### Lot D

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thence, running South, forty-seven degrees ten minutes and ten seconds West ( $S 47^{\circ} 10' 10'' W$ ) two hundred and  $60/100$  (200.60) feet to a point on the northeasterly line of Ashburton Street;

thence, turning an interior angle of ninety (90) degrees and running North forty-two degrees, forty-nine minutes and fifty seconds West ( $N 42^{\circ} 49' 50'' W$ ) along said Ashburton Street one hundred and  $30/100$  (100.30) feet to a point;

thence, turning an interior angle of ninety (90) degrees and running, North forty-seven degrees, ten minutes and ten seconds East ( $N 47^{\circ} 10' 10'' E$ ) two hundred and  $60/100$  (200.60) feet to a point on the said southwesterly line of Charles Street;

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Said tract herein described contains twenty-thousand one hundred and twenty (20,120) square feet of land.

Lot B

That certain tract of land designated as Lot No. B on the accompanying map, situated in the City of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point on the southwesterly line of Charles Street said point being three hundred fifty one and 05/100 (351.05) feet from the intersection of said southwesterly line of Charles Street and the northwesterly line of Coxsack Street;

thence, running South forty seven degrees, ten minutes and ten seconds East (S 47° 10' 10" E) eighty six and 48/100 (86.48) feet to a point;

thence, turning an interior angle of ninety degrees, six minutes and fifty seconds (90° 06' 50") and running North forty-two degrees, fifty-six minutes and forty seconds East (N 42° 56' 40" E) one hundred and 49/100 (100.49) feet to a point;

thence, turning an interior angle of eighty-nine degrees, fifty three minutes and ten seconds (89° 53' 10") and running North forty-seven degrees, ten minutes and ten seconds East (N 47° 10' 10" E) eighty-six and 68/100 (86.68) feet to a point on the said southwesterly line of Charles Street;

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Said tract herein described contains eight thousand seven hundred (8,700) square feet of land.

2. Said premises are to be conveyed on or before

, 1957 by a good and sufficient bargain and sale deed of the Agency conveying a good and clear title to the same, free from all incumbrances, except as to restrictions hereinafter set forth, and for such deed and conveyance, Damiano is to pay the sum of Twenty Thousand One Hundred Seventy Four (\$20,174.00) Dollars of which Twenty One Hundred (\$2100.00) Dollars have been paid this day and Eighteen Thousand Seventy Four (\$18,074.00) Dollars are to be paid in cash upon the delivery of said deed.

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

a. That only the uses permitted and in the manner permitted in the M-1 General Industrial Zone by the Zoning Ordinance of the City of Providence approved September 21, 1951 and as amended to July 12, 1956 shall be permitted on any or all of the lots of land hereinbefore described; that none of the uses allowable in any of the Commercial Zones of said Zoning Ordinance shall be permitted; that there shall be no residential uses or structures permitted on any of said land and further that no building or structure shall be erected for any use other than that which is solely and specifically permitted in said M-1 General Industrial Zone as above defined and limited nor shall any building structure or land be used for any other use than is so permitted therein.

b. That no building constructed on the land hereinbefore described shall exceed six stories or 75 feet in height, measured from the average elevation of the finished lot grade at the front of the building to the roof line. Penthouses or roof structures for the housing of elevators, tanks, ventilating fans or parapet walls, skylights, television or radio antennas, chimneys, smoke stacks, similar structures or permitted signs on top of a parapet may be erected above the height limits herein described, but no penthouse or roof structure or any space above the height limit shall be allowed for the purpose of providing additional floor space for industrial or office use or for sign display other than the permitted signs on top of the parapet.

c. That front yards measuring at least 20 feet from any street to building line shall be provided for all structures. This shall apply to extensions of and additions to existing structures and shall apply to both sides of any project right-of-way to be utilized for street purposes.

d. That coverage by structures shall not exceed 60 percent of the gross area of any lot.



e. That five hundred (500) square feet of off-street parking area shall be reserved for every 1000 square feet of gross floor area of any building constructed. Parking area may be provided anywhere on the lot except in the required minimum front yard.

f. That the ~~minimum~~ requirement for off-street loading facilities shall be one loading space at least 10' x 25' with a 14 foot height clearance, if covered, for every 20,000 square feet or fraction thereof of floor area over 4,000 square feet of any structures constructed on any of the lots hereinbefore described. Loading bays shall be located only on those sides of any proposed building not facing the street.

g. That required front yards of a building or structure constructed shall be maintained in grass except for walks, drives, planting and flagpoles. Suitable planting shall be provided and maintained in front of the building or incorporated in the architecture of the structure by means of planting boxes. No driveway parallel to the street shall be permitted in the required minimum front yard. A partial foundation planting shall be provided for any side yard.

h. That all area subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards where needed.

i. That wherever a parking area is provided between the front of the building and the required minimum front yard it shall be screened from view from the street. Light standards for illumination of parking areas shall be shielded in such a way that the light source will not be visible from the street or from adjacent properties. Any area not paved shall be maintained in grass and landscaped.

j. That the following sign regulations pertain to all buildings constructed unless otherwise specified:

1. Number of Signs Permitted - A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of the building's architecture, but not including the plaque and directional signs permitted below. In multiple unit buildings the same number of signs will be allowed for each industry, provided that on any such building either wall signs or parapet signs will be permitted, but not both, and no sign fixed to the wall may be extended above the roof or parapet.

2. Subject Matter - Signs shall pertain only to the identification of the business conducted within the building and the products sold or manufactured and to the direction of visitors. No pictures or samples will be permitted on a sign except as part of the trade mark.

3. Types of Signs - Only the following types of signs will be permitted:

(a) Horizontal wall signs otherwise known as belt or face signs excluding signs painted on the wall itself.

(b) Parapet signs, including signs on top of canopy or marquee.

(c) Plaques attached to the face of building in close proximity to the main entrance and bearing the name or trade mark of the industry.

(d) All necessary directional signs on the lot occupied by the building to which such signs pertain.

4. Sign Dimensions - Wall signs and parapet signs shall have a maximum height of 4 feet; a maximum area of not more than three square feet for each running foot of the face of the building displaying such sign; and a maximum projection of not more than 12 inches from the face of the building.

Plaques shall have a maximum area of 8 square feet.

5. Sign Illumination - Any spotlight or similar illumination shall be so directed or shielded that the light source is not visible from the street or from adjacent properties. No animated signs will be allowed.

k. That 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 and/or structure. No open storage shall be permitted except in suitably screened or enclosed locations.

l. That architectural and landscaping plans and specifications for all improvements and/or alterations as well as such other information relating to structure or topography as may be necessary shall be submitted by all owners to the Agency for its approval to insure their conformance with the provisions of the Redevelopment Plan for West River Project No. UR R.I. 1-6, approved July 12, 1956. All final plans and specifications for initial improvements shall be submitted to the Agency for its approval within twelve (12) months of the date of tender of the deed, provided, however, that this Agency upon written request may at its discretion grant in writing a reasonable extension of this time limit. All plans and specifications for all subsequent improvements and/or alterations shall be submitted to the Agency for its approval.

m. That no more than four concerns shall be permitted to occupy any one building.

n. That the construction of buildings shall conform to the regulations set forth in the Building Ordinance of the City of Providence, adopted December 21, 1956 and effective March 31, 1957 as amended or as it in the future may be amended.

h. In addition to the foregoing said deed shall contain a covenant which shall run with the land and which shall obligate Luigi Damiano, his heirs and assigns and Americo Damiano, his heirs and assigns:

(a) To submit to the Agency for its approval plans and specifications for the initial improvements to be constructed or placed on said land within \_\_\_\_\_ of the Date of the tender of the deed to said land.

(b) To begin and complete the building of such improvements within a period of two years after the date of approval by the Agency of said plans and specifications.

(c) To prohibit the sale or other disposition of the land until such time as it has completed the construction of such initial improvements provided, however, that the Agency when these improvements have been completed shall forward to the redeveloper/owner a certificate to that effect.

(d) To submit to the Agency for its approval plans and specifications for all subsequent improvements.

(e) To use and devote such real property only for the purposes and in the manner stated in the Official Redevelopment Plan for West River Project No. UR R.I. 1-6 as approved by Chapter 1944 of the Ordinances of the City of Providence, adopted July 12, 1956.

(f) To maintain said real property and any improvements thereon in such manner so that it will not cause surrounding properties to be depreciated or impaired in value.

(g) To include a covenant or other appropriate requirement in every deed or lease prohibiting the execution of any covenant, agreement or other instrument restricting the sale, lease, occupancy or use of such real property upon the basis of race, creed or color.

(h) Not to enter into any contract or agreement of sale, or execute any deed of trust or mortgage on the land to be purchased unless said contract, agreement, deed of trust or mortgage is made subject to the terms and conditions herein set forth.

5. That all of the above mentioned restrictions shall remain in full force and effect until July 12, 1996 unless sooner modified by the parties in accordance with said Redevelopment Plan and shall then terminate and cease, except for the covenant pertaining to the prohibition of any covenant, agreement or other instrument restricting the sale, lease, occupancy or other use on the basis of race, creed or color and set forth above, which said covenant shall run for a perpetual length or period of time.

6. Full possession of the said premises is to be delivered to Luigi DiPietro and James DiPietro at the time of delivery of the deed, the said premises to be then in the same condition as now, they are now, reasonable and proper repairs or alterations or other improvements being made.

Taxes, interest, assessments, etc., shall be apportioned as of the day of delivery of the deed.

The deed is to be delivered and consideration paid, if Luigi Damiano and Americo Damiano so require, at the Registry of Deeds at which the deed should by law be recorded on \_\_\_\_\_, unless some other time and place should be mutually agreed upon.

If the Agency shall be unable to give title to or to 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 Damiano 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.

In Witness Whereof, Luigi Damiano and Americo Damiano have caused this instrument to be signed and said Providence Redevelopment Agency has caused this instrument and another instrument of like tenor to be signed and its seal to be hereunto affixed by CHESTER R. MARTIN, its Chairman, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 1953.

Signed and sealed in the

presence of

\_\_\_\_\_  
\_\_\_\_\_  
PROVIDENCE REDEVELOPMENT AGENCY

By \_\_\_\_\_

State of Rhode Island  
County of Providence

In Providence, in said County, on the \_\_\_\_\_ day of \_\_\_\_\_  
1958 before me personally appeared the above-named Luigi Damiano and  
Americo Damiano, to me known and known by me to be the persons executing  
the foregoing instrument, and they acknowledged said instrument by them  
executed to be their free act and deed.

\_\_\_\_\_  
Notary Public

State of Rhode Island  
County of Providence

In Providence, in said County, on the \_\_\_\_\_ day of \_\_\_\_\_  
1958 before me personally appeared the above-named Chester E. Martin,  
Chairman of the Providence Redevelopment Agency, to me known and known by me  
to be the person executing the foregoing instrument, and he acknowledged  
said instrument by him executed to be his free act and deed individually  
and in his said capacity and the free act and deed of the Providence  
Redevelopment Agency.

\_\_\_\_\_  
Notary Public