

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 1643

No. 548 AN ORDINANCE IN AMENDMENT OF THE BUILDING CODE, CHAPTER 1079, APPROVED DECEMBER 21, 1956, AS AMENDED, BY AMENDING SECTIONS 124.0, 124.1, 124.2, 124.3, 124.4, 124.5 AND 124.6 THEREOF, AND ADDING SECTIONS 124.7 AND 124.8.

Approved September 8, 1964

Be it ordained by the City of Providence:

Section 1. That the Building Code of the City of Providence, Chapter 1079, approved December 21, 1956, as amended, be and the same is hereby further amended by amending Sections 124.0, 124.1, 124.2, 124.3, 124.4, 124.5 and 124.6 thereof, and by adding two new sections to be known as Section 124.7 and 124.8, to read as follows:

Sec. 124.0 - Dangerous Structures

Sec. 124.1. All buildings, signs, structures and every part thereof shall be kept and maintained in a safe and sound condition by the owner or his designated agent.

Sec. 124.2. Whenever any building shall become vacant and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers, such building shall be deemed to be dangerous and unsafe.

Sec. 124.3. When a vacant building has been damaged, vandalized, or deteriorated to such an extent as to be unfit or unsuitable for occupancy such building shall be restored and rehabilitated within ninety (90) days after notice, or thereafter it shall be deemed to be a dangerous and unsafe building.

Sec. 124.4. Any building or structure which becomes hazardous to the safety, health, or welfare of the public, by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, shall be deemed to be dangerous and unsafe.

No.

CHAPTER
AN ORDINANCE

The City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 2

Sec. 124.5. When the whole or any part of any building, sign, or other structure shall appear to be in a dangerous or unsafe condition, the Director shall issue a notice of the dangerous and unsafe conditions to the owner of record to appear at a hearing before said Director and show cause why the building, sign or structure should not be demolished or otherwise made safe. All notices shall be in writing and shall be delivered by an agent of the department or shall be sent by registered or certified mail to the last known address of such owner or owners. If none of these parties can be found after diligent search, the notice shall be posted upon a conspicuous part of the building or structure.

Sec. 124.6. Should the owner fail to appear at the hearing, the Director shall make such determination as may be found to be necessary or warranted by the evidence in his file.

Sec. 124.7. When it is determined at the hearing that the building or structure should be demolished or otherwise made safe, and the owner fails to appear or neglects to act, the Director shall file a report of his findings with the Building Board of Review and request that the building or structure be either demolished or otherwise made safe. A copy of the findings shall be mailed to the last known address of the owner or owners of record. The Board of Review shall hold a hearing where it will either approve, disapprove, or modify the request for the demolition of or otherwise making the building, sign, or structure safe. The owner or owners of record shall be notified of the date of hearing before the Board of Review where they shall be given the opportunity to show cause why their building should not be demolished or otherwise made safe. The cost of demolition or otherwise making the building, sign, or structure safe shall be reported to the City Collector who shall assess the cost against the property in question. The Director of the Department of Building Inspection shall place a lien against the real property in accordance with the provisions of this ordinance.

No.

CHAPTER

AN ORDINANCE

...

...

The City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 3

Sec. 124.8. Any building which is boarded for any reason shall comply with the following specifications:

All openings (including doors and windows) from cellar to second floor inclusive, and all windows above the second floor leading to fire escapes, porches, or structural appurtenances on all floors must be covered from the exterior with one-half (1/2") inch thick plywood secured with screws of a minimum length of 1 1/2 inch--placed 12 inches on center, or spikes. All other windows must be secured from the exterior with either plywood or 7/8 inch matched boards.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. This ordinance shall take effect upon its passage.

No.

CHAPTER
AN ORDINANCE

THE COMMITTEE ON

Ordinance
Approves Passage of
The Within Ordinance

7-23-61

Chairman
Shepherd
Chairman
Clark

YTD M
CONVOC
1961 7 23
CITY OF CHICAGO
CLERK

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 549

Approved September 8, 1964

WHEREAS, the Atlantic Mills Softball Team has won the coveted championship of the Providence City Little League, and

WHEREAS, This scrappy aggregation, although diminutive in stature is stout in competitive spirit and noble in victory,

NOW THEREFORE BE IT THE RESOLVE of His Honor Mayor Walter H. Reynolds and of the City Council that a rousing round of applause be tendered to the members of the Atlantic Mills Softball Team, to Manager "Sal" Guadagno and Coaches "Sal" Raia and "Tom" Kenny and that a duly certified copy of this testimony be transmitted by the City Clerk to Manager Guadagno and to Coaches Raia and Kenny.

IN CITY COUNCIL

SEP 3 1964

READ and PASSED

Walter H. Reynolds
President
James J. Raia
Clerk

APPROVED

SEP 8 1964

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Mr. Brewster

MADE THIS 11th

day of

SEPTEMBER 1901

Resolved

That

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 550

Approved September 8, 1964

RESOLVED,

That the following taxpayers be refunded the amounts specified because of overpayment of the 1963 taxes to the City Collector.

Code #13-565-295

John Meola and wf Margaret H.
700 Veterans Memorial Pkwy
East Providence, R. I.

Amt. of 1963 tax	\$396.24
Amt. paid 10/31/63 F Teller	99.06
Amt. paid 1/27/64 P Teller	99.06
Amt. paid 4/27/64 W Teller	99.06
Amt. paid 7/13/64 P Teller	99.06
Amt. paid 7/30/64 P Teller	99.06
Amt. overpaid, Cert. 0-7335	99.06

Refund \$99.06 to John Meola and wf Margaret H.
700 Veterans Memorial Pkwy
East Providence, R. I.

Code #19-037-480

Sammartino Realty Co. Inc.
73 Dover St.
Providence, R. I.

Amt. of 1963 tax	\$980.07
Amt. paid 10/17/63 F Teller	245.02
Amt. paid 1/29/64 W Teller	245.01
Amt. paid 6/30/64 P Teller	245.02
Amt. paid 7/31/64 R Teller	490.04
Amt. overpaid, Cert. 0-7336	245.02

Refund \$245.02 to Sammartino Realty Co. Inc. 73 Dover St., Prov., R. I.

Code #19-236-000

Isidor Shechtman
228 Deerfield Rd.
Cranston, R. I.

Amt. of 1963 tax on plat 17 lot 40	\$42.51
Amt. paid 12/27/63 P Teller	10.63
Amt. paid 5/6/64 R Teller	15.94
Amt. paid 7/16/64 F Teller	15.94
Amt. paid 8/4/64 P Teller	15.94
Amt. overpaid, Cert. 0-7338 on plat 17 lot 40	15.94

Refund \$15.94 to Isidor Shechtman 228 Deerfield Rd., Cranston, R. I.

Code #02-260-800

Alfred L. Biccari
11 Hauxhurst St.
Providence, R. I.

Amt. of 1963 tax	\$17.94
Amt. paid 11/6/63 P Teller	10.00
Amt. paid 6/29/64 P Teller	5.00
Amt. paid 8/10/64 P Teller	7.94
Amt. overpaid, Cert. 0-7341	5.00

Refund \$5.00 to Alfred L. Biccari 11 Hauxhurst St., Providence, R. I.

RESOLUTION
OF THE
CITY COUNCIL

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PAGE 2

Code #19-629-200
Louis Swartz
98 Corinth St.
Providence, R. I.

Amt. of 1963 tax	\$173.94
Amt. paid 4/21/64 A Teller	76.34
Amt. paid 5/12/64 R Teller	47.50
Amt. paid 6/8/64 P Teller	25.00
Amt. paid 6/30/64 R Teller	25.10
Amt. paid 8/10/64 P Teller	25.10
Amt. overpaid, Cert. 0-7342	25.10

Refund \$25.10 to Louis Swartz 98 Corinth St. Providence, R. I.

Code #16-421-620
Miriam E. Prucker
1724 Churchview Lane
Columbus 21, Ohio

Amt. of 1963 tax	\$521.04
Amt. paid 10/22/63 A Teller	130.26
Amt. paid 1/9/64 F Teller	130.26
Amt. paid 4/8/64 D Teller	130.26
Amt. paid 8/3/64 R Teller	130.26
Amt. paid 8/12/64 P Teller by Burton Salk	130.26
Amt. overpaid. Cert. 0-7343	130.26

Refund \$130.26 to Burton Salk 2011 Industrial Bank Bldg.
Providence, R. I.

IN CITY COUNCIL

SEP 3 1964

READ and PASSED

Edward P. Dwyer
Charles J. ...
President
Consistent ...
Clerk

APPROVED

SEP 8 1964

Matthew H. ...
MAYOR

No.

CHAPTER

AN ORDINANCE

AUG 31 11 04 AM '64

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

Mr. Weller, by request

RESOLUTION OF THE CITY COUNCIL

No. 551

Approved September 8, 1964

Resolved,

That the Mayor be and he hereby is authorized and empowered to execute for and in behalf of the City of Providence an Agreement with the Town of Smithfield providing for the sale of water to said Town of Smithfield for a period of twenty (20) years at a minimum charge of \$124.00 per million gallons with the right in the City of Providence to increase said rate after the termination of five (5) years and each successive five (5) year period thereafter if the circumstances so warrant; all in accordance with the provisions of a proposed written Agreement, a copy of which is attached hereto and made a part hereof by reference.

IN CITY COUNCIL

SEP 3 1964

READ and PASSED

Edward P. Dwyer
President
Constance C. C. C.
Clerk

APPROVED

SEP 8 1964

Walter H. Reynolds
MAYOR

RESOLUTION

OF THE

CITY COUNCIL

Authorizing the Mayor to
Execute an Agreement with
the Town of Smithfield
Providing for the Sale of
Water to Said Town for a
Period of Twenty years.

IN CITY
COUNCIL

AUG 13 1964

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Ernest Lapier, CLERK

THE COMMITTEE ON

Finance
Approves Passage of
The Within Resolution

Ernest Lapier
S. C. - 64 *Chair*

Mr. Waples, by request

FILED

AUG 7 10 45 AM '64

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

AGREEMENT

Agreement made this day of
A. D. 1964, by and between the TOWN OF SMITHFIELD, a municipal
corporation in the State of Rhode Island, and the CITY OF
PROVIDENCE, another municipal corporation in the State of
Rhode Island,

WITNESSETH:

WHEREAS, the Town of Smithfield acting in pursuance of
Section 18 of Chapter 1278 of the Public Laws of 1915, as
amended, desires to take water from the City of Providence for
the purpose of supplying its inhabitants with a supply of pure
water; and

WHEREAS, the City of Providence acting by and through
the Water Supply Board of the City of Providence has elected to
serve and supply said Town of Smithfield with water at wholesale
rates; and

WHEREAS, the parties hereto believe it to be in their
mutual interest to provide for such sale and purchase of water
by written Agreement;

NOW THEREFORE, the Town of Smithfield in consideration
of the promises and agreement on the part of the City of
Providence herein contained hereby promises and agrees with
said City of Providence and the City of Providence in considera-

tion of the promises and agreements on the part of the Town of Smithfield hereby promises and agrees that the Town of Smithfield, and each of them agree as follows:

1. That the term of this Agreement shall be for a period of twenty (20) years from and after the first day of September, A. D. 1964.

2. The City of Providence agrees that it will deliver all water sold to the Town of Smithfield under and by virtue of this Agreement at a connection to be purchased, installed and maintained by the Town of Smithfield in the vicinity of Longview Reservoir located in the Town of North Providence in the State of Rhode Island and which abuts Mineral Spring Avenue and Smithfield Road in said Town of North Providence, Rhode Island, and the Town of Smithfield agrees that it will accept at said location all water sold to it under the terms of this Agreement, and that it will, at its own expense, purchase, install and maintain at the aforesaid location a meter, or meters, for the purpose of determining the quantity of water delivered by the City of Providence to the Town of Smithfield, and that during the term of this Agreement it will, subject to such reasonable rules and regulations as may be adopted from time to time by the Water Supply Board of the City of Providence maintain and keep in good repair and operating conditions the aforesaid connection with the water supply system of the City of Providence and the aforesaid meter, or meters.

3. The Town of Smithfield agrees to take and the City of Providence agrees to supply water during the period aforesaid in accordance with and subject to the provisions of Section 18 of Chapter 1278 of the Public Laws of 1915, as amended, and the Town of Smithfield agrees that it will not purchase, obtain or take or use water from any other source than the supply of the City of Providence for the purpose of selling the same or otherwise supplying the inhabitants of the Town of Smithfield located in the area to be supplied by the City of Providence.

4. Except as hereinafter provided the City of Providence agrees to charge and the Town of Smithfield agrees to pay during the entire twenty (20) years of this Agreement for all water delivered to said Town of Smithfield a minimum charge of \$124.00 per million gallons and at the same rate for any lesser quantity, the amount of water delivered to be determined by the readings of the meter, or meters, purchased, installed and maintained by the Town of Smithfield as hereinbefore set forth, subject however, to the right of the City of Providence at any time during the first five (5) year period of this Agreement and also again during each successive five (5) year period thereafter to increase the minimum charge provided for herein to be paid during the next successive five (5) year period thereafter by written notice to said Town of Smithfield addressed to

the Town Clerk or other civil officer of said Town, subject, however, to the right of said Town of Smithfield to have any such increased rate of charge for the next five (5) year period determined by arbitration in the manner provided by Section 18 of Chapter 1278 of the Public Laws of Rhode Island 1915, as amended, but the arbitrators in any such proceeding shall not have the right to set the rate at less than the minimum charge provided for herein, namely, at less than a rate of \$124.00 per million gallons of water. If the Town of Smithfield fails within four (4) weeks after notification of any change of rate to institute arbitration proceedings as hereinbefore provided for the rate established by the City of Providence shall be effective thereafter, unless increased again as hereinbefore provided for. The first five (5) year period shall expire on August 31, 1969, and the successive five (5) year periods thereafter shall terminate on August 31, 1974, and August 31, 1979. In the event arbitration is resorted to any determination made in said arbitration by the arbitrators shall be for a five (5) year period commencing September 1, 1969, September 1, 1974, or September 1, 1979, as the case may be.

5. The City of Providence from time to time but at least twice in every year at times agreeable to the parties hereto will test the meter, or meters, installed and maintained by the Town of Smithfield as hereinbefore

provided and will give at least forty-eight (48) hours notice to any officer designated by the Town of Smithfield of the date and hour at which said test shall be made. The City of Providence will upon request from the Town of Smithfield test the meter, or meters, at any time; Provided, however, that all tests made at the request of the Town of Smithfield shall be at the expense of said Town of Smithfield. The Town of Smithfield agrees to bear and pay the expense of all necessary repairs and replacements of the meter, or meters, unless such repairs or replacements are due to the negligence or wrongful acts of the City of Providence, its agents or servants.

6. The Town of Smithfield agrees that during the term of this Agreement it will not establish any rate for water or charge any user for water at a rate which is less than the rate charged by the City of Providence for the same class of user and that it will always maintain water rates equal to or above those charged by the City of Providence.

7. The Town of Smithfield agrees that during the term of this Agreement no pipes or mains used for water supply purposes in the Town of Smithfield and carrying water from a source of supply other than that of the City of Providence shall be connected with the pipes and mains in said Town of Smithfield or elsewhere bearing water coming from the source of supply of the City of Providence, and the Town of Smithfield agrees that it

will upon request of the Water Supply Board file in the Office of the Water Supply Board detailed plans of its distribution and/or any extension thereof and that it will not place any extension thereof in service before the same shall have been approved by the Water Supply Board or its Chief Engineer.

8. The Town of Smithfield agrees that in the operation of its Water Department it will abide by such reasonable rules and regulations as made from time to time be established by the Water Supply Board of the City of Providence or any other authorized officer of the City of Providence for the time being in charge of its water works and water supply system; that it will enforce such reasonable rules and regulations in regard to the installation of fixtures by its customers as may be made or approved by the Water Supply Board or other authorized officer of the City of Providence in charge of its water works or water supply system to the end that pollution of the water supply of the Town of Smithfield and the City of Providence may be effectively prevented and the Town of Smithfield further agrees that in so far as practicable it will follow the rules and regulations established from time to time by the Water Supply Board or other duly authorized officer of the City of Providence in charge of the water supply system for the time being of the City of Providence.

Signed in the
presence of:

by _____
President of Town Council

by _____

- 7 -

RECEIVED

AUG 7 10 45 AM '64

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

AGREEMENT OF THE CITY OF
PROVIDENCE AND THE TOWN
OF SMITHFIELD PROVIDING
FOR THE SALE OF WATER.

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 552

Approved September 8, 1964

RESOLVED,

That the Recorder of Deeds is requested to acquire and keep on hand a supply of United States Revenue Stamps, in the average amount of One Hundred (\$100) Dollars and in such denominations as he shall determine to be necessary, the same to be distributed under rules and regulations established by him.

IN CITY COUNCIL

SEP 3 1964

READ and PASSED

Edward P. Dugan
President
William H. Bishop
Clerk

APPROVED

SEP 8 1964

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

IN CITY
COUNCIL

AUG 13 1964

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Wincent Lapier, CLERK

THE COMMITTEE ON

Finance
Approves Passage of
The Within Resolution

Wincent Lapier
8-26-64
Clerk

DEPT. OF CITY CLERK
PROVIDENCE, R.I.
JUL 10 12 32 PM '64

FILED

M. Weller

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 553

Approved September 8, 1964

RESOLVED,

That permission is hereby granted to Adams
Drug Company to clean by sandblast process front elevation of
building situated at 333 Westminster Street, Plat 25, Lot 331;
all in accordance with attached Petition approved by the Director
of the Department of Building Inspection.

IN CITY COUNCIL

SEP 3 1964

READ and PASSED

C. Schlegel President
W. Delus Clerk
W. Amant Clerk

APPROVED

SEP 8 1964

Walter H. Hayes
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Mr. Doyle, by request

FILED
SEP 3 3 41 PM '84
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

for permission to clean by sandblast process front elevation of
building located at 333 Westminster Street.

Adams Drug Company

[Signature]

Sept. 3, 1964
APPROVED:

Vincent DiMase
Vincent DiMase, Director
Dept. of Bldg. Inspection

IN CITY COUNCIL

SEP 3 1964

READ AND GRANTED

Vincent Vespia
CLERK

APPROVED

SEP 8 1964
[Signature]
MAYOR

FILED

SEP 3 3 41 PM '64

DEPT. OF CITY CLERK
PROVIDENCE, R.I.