

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 1476

No. 329 AN ORDINANCE AMENDING THE APPROPRIATION ORDINANCE CHAPTER 1424, BY APPROPRIATING THE SUM OF FIVE THOUSAND SIX HUNDRED TWENTY-FIVE and 55/100 DOLLARS (\$5,625.55) to an ACCOUNT TO BE KNOWN AS "MARY ELIZABETH SHARPE TREE FUND".

Approved June 8, 1962

Be it ordained by the City of Providence:

SECTION 1. Chapter 1424 of the Ordinances of the City of Providence as approved September 21, 1961, entitled: "An Ordinance Making Appropriation of \$42,542,430.35 for the Support of the City Government for the Fiscal Year Ending September 30, 1962", as amended, is hereby further amended by appropriating the sum of Five Thousand Six Hundred Twenty-Five and 55/100 Dollars (\$5,625.55) to an Account to be known as, "MARY ELIZABETH SHARPE TREE FUND".

SECTION 2. The said sum of Five Thousand Six Hundred Twenty-Five and 55/100 Dollars (\$5,625.55) as thus added and appropriated shall be obtained by authorizing and directing the City Controller and City Treasurer to transfer a like amount from the Reserve for Extraordinary Expenditures Account to the Receipt Account.

SECTION 3. The estimated receipts from Reserve for Extraordinary Expenditures are hereby increased by Five Thousand Six Hundred Twenty-Five and 55/100 Dollars (\$5,625.55).

SECTION 4. The City Controller and the City Treasurer are hereby authorized and directed to transfer this appropriation from the General Fund to an account in the Trust and Special Funds known as, "MARY ELIZABETH SHARPE TREE FUND".

SECTION 5. This Ordinance shall take effect upon its passage.

IN CITY
COUNCIL

MAY 17 1962

FIRST READING

READ AND PASSED

Vincent Vespa
acting CLERK

APPROVED

JUN 8 1962

William F. Reynolds
MAYOR

IN CITY
COUNCIL

JUN 7 - 1962

FINAL READING
READ AND PASSED

Edward A. Whelan
PRESIDENT

Robert A. Whelan
CLERK

No.

CHAPTER
AN ORDINANCE

FILED
MAY 14 3 57 PM '62
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 330

Approved June 8, 1962

Resolved,

That

His Honor the Mayor be and hereby is authorized to execute an agreement between the City of Providence, Providence Redevelopment Agency and the Trustees of N. Y., N. H. & H. Railroad Company providing for the construction and maintenance of a bridge over tracks of said railroad in connection with the development of the Huntington Expressway Industrial Park, substantially in accordance with the accompanying draft agreement.

IN CITY COUNCIL

JUN 7 - 1962

READ and PASSED

Herbert A. Whitman
President
Robert L. Whitman
Clerk

APPROVED

JUN 8 1962

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

AUTHORIZING AGREEMENT WITH
PROVIDENCE REDEVELOPMENT
AGENCY AND TRUSTEES OF N.Y.

~~N. H. & H. RAILROAD COMPANY~~

FOR CONSTRUCTION AND MAINTENANCE OF BRIDGE AT HUNTINGTON EXPRESSWAY INDUSTRIAL PARK

IN CITY
COUNCIL

MAY 17 1962

FIRST READING

REFERRED TO COM. MITTEE ON

~~PLANS & SPECIFICATIONS~~

~~RECOMMENDATION~~ CLERK

Ernest Cooper
Acting Clerk

Mr. Cooper, by request

FILED

MAY 14 12 29 PM '62

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

CONSTRUCTION AND MAINTENANCE AGREEMENT

WARRASSMAN PARK BRIDGE

Between

PROVIDENCE REDEVELOPMENT AGENCY

CITY OF PROVIDENCE

and

ALBERT J. JORDAN, RICHARD J. SMITH AND WILLIAM J. SMITH, TRUSTEES
OF THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY

WHEREAS, the Providence Redevelopment Agency is relocating, constructing and improving Washington Avenue in the City of Providence, State of Rhode Island, with funds supplied to the Agency by the City of Providence or from other sources available for the purpose; and

WHEREAS, no contribution is required of Henry Burdick of New Haven, Connecticut; Richard J. Smith of New York, New York; and William J. Smith of Boston, Massachusetts, trustees of the New York, New Haven and Hartford Railroad Company; and

WHEREAS, said Providence Redevelopment Agency desires to cross the main line tracks of the New York, New Haven and Hartford Railroad Company approximately four hundred feet easterly of the existing Cranston St. Railroad Bridge No. 59.56, with a new single-span roadway bridge (site is approximately 0.2 miles westerly of the Providence, Rhode Island, station); and

WHEREAS, the Providence Redevelopment Agency intends to dedicate the paved portion of said bridge as a public highway in the City of Providence; and

WHEREAS, the City of Providence, upon such offer of dedication, will accept the same.

NOW, WHEREFORE, in consideration of the mutual agreements herein contained, made by and between the Providence Redevelopment Agency, hereinafter called the "Agency", and Harry Dorigan of New Haven, Connecticut; Richard J. Smith of New York, New York; and William J. Kirk of Boston, Massachusetts, trustees of the New York, New Haven and Hartford Railroad Company, hereinafter called the "Railroad Company", the Agency agrees to do all the work and furnish all the material required (except as hereinafter noted) for the construction of such railroad bridge and approaches in accordance with the plans and specifications prepared by Winton G. Keyes & Associates and approved by the Railroad Company, entitled "Railroad Underpass Huntington Expressway Industrial Park," part of the redevelopment project entitled "Washapaug Pond Redevelopment Project Area" consisting of eight sheets and filed in the offices of the parties concerned.

The engineering departments of the respective interests shall cooperate in the preparation of plans and estimates and in the engineering supervision of construction. Primarily, the Providence Redevelopment Agency shall prepare plans for the structure and roadways, and the Railroad Company's Engineering Department will cooperate in the determination of track grade adjustments and related features. The Railroad Company shall be reimbursed for any necessary preliminary design and construction engineering.

All work shall be subject to the inspection and approval of the Agency.

The construction work shall meet the requirements of the said Railroad Company for the protection of their traffic and other interests, and the work shall be subject to the inspection of the Railroad Company in so far as their interests are concerned.

The estimated cost of all of the work to be done by the Railroad Company, as detailed in the estimate prepared by the Railroad Company dated 2 and totalling Forty Six thousand Five Hundred (\$46,500.00) Dollars, is attached hereto and made a part of this agreement.

Payments shall be made to the Railroad Company by the Agency seven (7) days after approval by the Agency of a requisition and certificate of the District Engineer of the Railroad Company that the work which is the subject of the requisition has been completed.

It is understood that a supplemental estimate may be submitted and included with this agreement in case expenditures in excess of the amount stated become necessary, either due to conditions developing on the Railroad or on the work being performed by the Agency.

The cost of the services of railroad flagmen, required to insure safety to the movement of trains and locomotives during the prosecution of the work by a contractor under contract to the Agency, which said services are estimated at Twelve Thousand (\$12,000.00) Dollars, shall be at the sole expense of the contractor for which it shall be considered provision was made in his bid prices.

The Agency agrees to demolish and remove at its own expense the Callhorn Avenue Bridge, which is further described as "C. E. Bridge No. 53.35" on the Railroad Company Bridge List.

The Railroad Company agrees to remove at its own expense that railroad grade crossing on Dexter Street, which is further described as "Grade Crossing No. 57.14" on the Railroad Company Bridge List.

During the progress of contract work the Agency assumes all responsibility for any loss or damage that may happen to said work or to the materials at the site. The Agency agrees that it, its agents, laborers and all others in its employ, or under its control, will take and use all due care that no public or private property be damaged in the prosecution of the work; that neither it nor its agents nor servants will interfere in any way with the operation of the Railroad or the safety of any of the trains during the progress of said work.

The Agency agrees to require all contractors or subcontractors engaged in the work, over, under or adjacent to the railroad right-of-way, to take out before work is commenced and keep in effect until the work is completed and accepted, a Protective Public Liability and Property Damage Liability Insurance Policy running to the Railroad Company, or bond, to save harmless said Railroad Company against all claims, demands, suits or judgments arising because of or resulting from the operations of the contractor, the subcontractors, their agents or employees.

The amount of coverage in said policy shall be not less than the following amounts:

For all claims arising out of injury or death of one person, and subject to the limitation for each person:

Two Hundred Thousand Dollars (\$200,000.00)

For all such claims as are the result of one accident or disaster:

Five Hundred Thousand Dollars (\$500,000.00)

For property damage for any one accident:

Two Hundred Thousand Dollars (\$200,000.00)

For all property damage in the aggregate:

Two Hundred Thousand Dollars (\$200,000.00)

Said policy shall provide that the insurance company shall investigate and defend all claims and suits against the insured for the damage covered, even if groundless, until the insurance company shall elect to effect settlement.

Upon completion of the project all subsequent railroad construction and maintenance work shall be done at the expense of and under the supervision of the Railroad Company, who shall take due care to protect the users of the highways from danger or damage.

After the construction of the said bridge, the City of Providence agrees to maintain the substructure, superstructure, approaches, pavement and drainage system. 2
1

The Railroad Company shall make all temporary and permanent track adjustments and shall resurface the railroad bed as required after the contractor has completed the work in the area. The Railroad Company shall temporarily relocate and restore to permanent positions all telegraph, signal and operating wires that may be affected by the construction operations on the bridge and approaches in accordance with the approved plans and as more completely detailed in the Special Provisions of the contract to be awarded for this project. The railroad work shall be performed by the forces of said Railroad Company on a force account basis and included in the cost of the redevelopment project.

Included in the approaches to the proposed bridge will be all roadway appurtenances within the railroad right-of-way directly adjacent to the structure and shown on the bridge drawings.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures,

PROVIDENCE REDEVELOPMENT AGENCY on the day of , 1962.

CITY OF PROVIDENCE on the day of , 1962.

and the RAILROAD COMPANY on the day of , 1962.

WITNESS:

PROVIDENCE REDEVELOPMENT AGENCY

By _____
 Clerkman

MORRY DORIGAN, RICHARD J. SMITH AND
WILLIAM J. KIRBY, TRUSTEES OF THE
NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY

CITY OF PROVIDENCE

By _____
 Mayor

EDMUND M. MAURO
Chairman
MORRIS S. WALDMAN
Vice Chairman
TIMOTHY A. PURCELL
Secretary
ALBERT HARKNESS
CHARLES M. SMITH

PROVIDENCE REDEVELOPMENT AGENCY

410 HOWARD BUILDING • PROVIDENCE 3, RHODE ISLAND • TEMPLE 1-6550

JAMES F. REYNOLDS
Executive Director

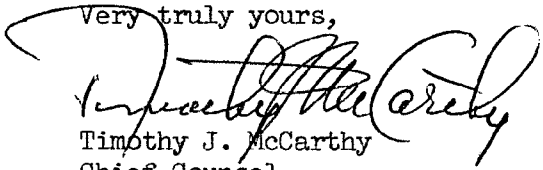
May 24, 1962

William E. McCabe, Esq.
City Solicitor
City Hall
Providence, Rhode Island

Dear Bill:

Enclosed is an amended copy of the proposed contract between this Agency, the City of Providence and the trustees of the railroad. The changes which have been made are minor in nature; in fact, the most serious change involves changing the names of the trustees so that they appear in proper order. Apparently, Mr. Smith should come first rather than Mr. Dorigan. As I understand it, the matter is pending before the City Council Committee. If and when the Council authorizes the Mayor to sign the bill, let us know; and we shall forward three copies for execution to you.

Very truly yours,



Timothy J. McCarthy
Chief Counsel

TJM/jc

Enclosure

44-38861-2741-5

Between

25. What is the purpose of the study?

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

[illegible]

ANDREW ROBERT WATKINS, WILLIAM J. LEE and ROBERT
W. DORRIS, TRUSTEES OF THE NEW YORK, NEW HAVEN
AND HARTFORD RAILROAD COMPANY, (hereinafter called
the Railroad.)

WAGNER, the Northwest Federal Agent, is actively conducting and improving intelligence work in the City of Portland, State of Oregon. Funds supplied to the Agency by the City of Portland in 1960 were sources available for the summer; and

STATION, as authorized by agreement of the Railway & C.

180000, and Providence Development Agency desires to assess the value of the National opportunity of 10 percent fifty (50) per cent under the National operating direction of the existing transfer to. Initial bridge to. 21.36, with a new single-span bridge bridge site is approximately 10. miles westerly of the Providence, Rhode Island, station; and

Second, the Economic Development Agency intends to cultivate the
 second portion of land, ending at a public highway in the City of Frederick, Md.

MINNESOTA, the City of Minneapolis, upon and under its jurisdiction, with
 regard the same.

vi, therefore, in consideration of the natural expression of the condition,
also by an inherent to the nature of the condition, being (transmitted) called the

1960, and the following day, the project was to be with the United States and the Federal Highway (through no later action taken) due to the completion of each railroad bridge and approaches in accordance with the plans and specifications prepared by Robert F. Hayes & Associates and approved by the Interstate Commerce Commission. The project was to be completed by the end of 1960, and the redevelopment project entitled "Engineering and Redevelopment Project April 1960" consisting of eight sheets and filed in the offices of the parties concerned.

The engineering departments of the respective railroads shall cooperate in the preparation of plans and estimates and in the engineering supervision of the construction. Additionally, the Interstate Redevelopment Agency shall prepare plans for the structure and viaducts, and the railroad's engineering department will cooperate in the construction of these grade structures and related features. The railroad shall be reimbursed for any necessary preliminary design and construction engineering.

All work shall be subject to the inspection and approval of the Agency.

The construction work shall meet the requirements of the railroad for the protection of their lands and other interests, and the work shall be subject to the inspection of the railroad in as far as their interests are concerned.

The railroad shall do all of the work to be done by the railroad, as detailed in the schedule prepared by the railroad under March 10, 1960, and, including, but not limited to, the construction of the bridge, viaduct, and related features and shall be a part of this agreement.

Agreements shall be made to the railroad by the Agency under (1) terms and conditions approved by the Agency and (2) regulations and conditions of the district

engineer of the railroad that the work which is the subject of the investigation has been completed.

It is understood that a supplemental estimate may be submitted and is in accord with this agreement in case expenditures in service of the railroad should become necessary, either due to conditions developing on the railroad or on the work being performed by the Agency.

The cost of the services of railroad flagmen, required to insure safety in the movement of trains and locomotives during the prosecution of the work by a contractor under contract to the Agency, which said services are estimated at twelve thousand (\$12,000.00) dollars, shall be at the sole expense of the contractor for which it shall be considered provision was made in the bid prices.

The Agency agrees to furnish and remove at its own expense the California Avenue Bridge, which is further described as "C. A. Bridge No. 15-31" on the railroad's bridge list.

The railroad agrees to remove at its own expense the railroad grade crossing at Dexter Street, which is further described as "Grade Crossing No. 15-11" on the railroad's bridge list.

During the progress of contract work the Agency assumes full responsibility for any loss or damage that may happen to said work or to the materials on the site. The Agency agrees that its, its agents, inspectors and all others in its employ, or under its control, will take care that all such work and material or private property be safeguarded in the prosecution of the work that nothing shall be done that will interfere in any way with the operation of the railroad or the safety of any of the trains during the progress of said work.

The Agency agrees to require all contractors or subcontractors engaged in work on, over, under or adjacent to the railroad right-of-way, to take all

before work is commenced and keep in effect until the work is completed and accepted, a Railroad Protective Public Liability and Property Damage Liability Insurance Policy naming; to Richard J. Ryan Smith, William S. Hise and Henry F. Krigen, Trustees of the New York, New Haven and Hartford Railroad Company as the insured, to save harmless said Trustees against all claims, demands, suits or judgments arising out of or resulting from the operations of the contractor, the subcontractors, their agents or employees, and to forward the original of this policy to Mr. A. L. Jenkins, Chief Engineer, N. Y. N. H. & H. R. Co., 37 Beakow Street, New Haven 3, Conn., before entering upon the Railroad's property.

The amount of coverage in said policy shall be not less than the following amounts:

For all claims arising out of injury or death of one person, not subject to the same limitation for each person:

Two Hundred Thousand Dollars (\$200,000.00)

For all such claims as are the result of one accident or disaster:

Five Hundred Thousand Dollars (\$500,000.00)

For property damage for any one accident:

One Hundred Thousand Dollars (\$100,000.00)

For all property damage in the aggregate:

Two Hundred Thousand Dollars (\$200,000.00)

Said policy shall provide that the insurance company shall investigate and defend all claims and suits against the insured for the above covered, even if groundless, until the insurance company shall elect to effect settlement.

Upon completion of the project all subsequent railroad construction and maintenance work shall be done at the expense of and under the supervision of the Railroad, who shall take due care to protect the users of the bridge from danger or damage.

After the construction of the said bridge, the City of Milwaukee agrees to maintain the substructure, superstructure, approaches, pavement and drainage system.

The Railroad shall make all temporary and permanent track adjustments and shall resume the railroad bed as required after the construction has completed the work in the area. The Railroad shall temporarily relocate and return to permanent positions all telegraph, signal and operating wires that may be affected by the construction operations on the bridge and approaches in accordance with the approved plans and as more completely detailed in the Special Instructions of the contract to be awarded for this project. The railroad work shall be performed by the forces of said Railroad on a letter contract basis and included in the cost of the redevelopment project.

Included in the approaches to the proposed bridge will be all existing appurtenances within the railroad right-of-way situated adjacent to the structure and shown on the bridge drawings.

BY WILLIAM WILSON, the parties have hereto affixed their signatures, PROVIDED SOBERLYNIGHT, Mayor of the City of Milwaukee, on the _____ day of _____, 1968, and the _____ day of _____, 1968, and the _____ day of _____, 1968.

RECEIVED:

RECEIVED: 10/10/1961

BY

10/10/61

RECEIVED: 10/10/61, 10/10/61, 10/10/61
RECEIVED: 10/10/61, 10/10/61, 10/10/61
RECEIVED: 10/10/61, 10/10/61, 10/10/61

RECEIVED: 10/10/61

BY

10/10/61

PROVIDENCE, RHODE ISLAND

MASHAPPAUG REDEVELOPMENT AREA

PROVIDENCE REDEVELOPMENT AGENCY

Construct Overhead Bridge #59.41
Remove Overhead Bridge #59.33, Calhoun Ave.

Estimate of work to be done and material to be furnished by

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY

Communication Line Changes

Temporary Underground

| | | |
|--|------|-----------|
| Labor - plus Vacation, Paid Holidays, Health and Welfare
Benefits, Retirement and Unemployment Tax, Workmen's
Compensation, Public Liability and Property Damage
Insurance. | 4973 | |
| Board and Lodging | 2079 | |
| Material - less Salvage | 2265 | |
| Use of Equipment | 760 | |
| Misc. Expense | 180 | 10,257.00 |

Permanent Work

| | | |
|-------------------------------|------|----------|
| Labor - plus charges outlined | 2325 | |
| Board and Lodging | 972 | |
| Material - less Salvage | 721 | |
| Use of Equipment | 360 | |
| Misc. Expense | 104 | 4,482.00 |

Signal Line Changes - from present aerial line to permanent
underground construction.

| | | |
|-------------------------------|-------|-----------|
| Labor - plus charges outlined | 14328 | |
| Material - less Salvage | 10089 | |
| Use of Equipment | 74 | 24,491.00 |

Clean up Track Area after Construction, Restore Ditches

| | | |
|-------------------------------|------|----------|
| Labor - plus charges outlined | 1449 | |
| Use of Equipment | 640 | 2,089.00 |

| | |
|-----------------|-----------|
| Carried forward | 41,319.00 |
|-----------------|-----------|

EDMUND M. MAURO

Chairman

MORRIS S. WALDMAN

Vice Chairman

TIMOTHY A. PURCELL

Secretary

ALBERT HARKNESS

CHARLES M. SMITH

JAMES F. REYNOLDS

Executive Director

PROVIDENCE REDEVELOPMENT AGENCY

410 HOWARD BUILDING • PROVIDENCE 3, RHODE ISLAND • TEMPLE 1-6550

June 4, 1962

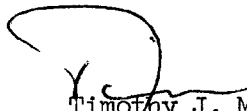
William E. McCabe, Esq.
Law Department
City Hall
Providence, Rhode Island

Re: Railroad Agreement

Dear Bill:

I am enclosing herewith an amended page 3 of the agreement between this Agency, the City of Providence and the trustees of the New York, New Haven and Hartford Railroad Company. The word "Agency" has been substituted for the word "contractor" on the 10th line of the third page. There has been no other changes in the agreement. I would appreciate it if you will bring this change to the committee of the City Council at which this matter can be referred.

Very truly yours,



Timothy J. McCarthy
Chief Counsel

TJM/jc

Enclosure

Engineer of the Railroad that the work which is the subject of the requisition has been completed.

It is understood that a supplemental estimate may be submitted and included with this agreement in case expenditures in excess of the amount stated become necessary, either due to conditions developing on the Railroad or on the work being performed by the Agency.

The cost of the services of railroad flagmen, required to insure safety to the movement of trains and locomotives during the prosecution of the work by a contractor under contract to the Agency, which said services are estimated at twelve thousand (\$12,000.00) Dollars, shall be at the sole expense of the Agency for which it shall be considered provision was made in his bid prices.

The Agency agrees to demolish and remove at its own expense the Calhoun Avenue Bridge, which is further described as "O. N. Bridge No. 59.33" on the Railroad's Bridge List.

The Railroad agrees to remove at its own expense that railroad grade crossing on Dexter Street, which is further described as "Grade Crossing No. 59.14" on the Railroad's Bridge List.

During the progress of contract work the Agency assumes all responsibility for any loss or damage that may happen to said work or to the materials at the site. The Agency agrees that it, its agents, laborers and all others in its employ, or under its control, will take and use all due care that no public or private property be damaged in the prosecution of the work; that neither it nor its agents nor servants will interfere in any way with the operation of the Railroad or the safety of any of the trains during the progress of said work.

The Agency agrees to require all contractors or subcontractors engaged in work on, over, under or adjacent to the railroad right-of-way, to take out

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 331

Approved June 8, 1962

Resolved,

That the City Collector be, and he hereby is, authorized and directed to abandon as uncollectible those certain City of Providence taxes contained in this list. Taxes were prorated at time of sale to the City of Providence June 30th, 1961. The amounts listed as uncollectible represent the City of Providence's share of the taxes.

| <u>CODE NO.-NAME & ADDRESS</u> | <u>YEAR</u> | <u>PLAT</u> | <u>LOT</u> | <u>AMOUNT</u> |
|------------------------------------|-------------|-------------|------------|---------------|
| Code #16-311-900 | | | | |
| Planet Realty Co. Inc. | 1961 | 25 | 183 | \$1159.86 |
| 1107 Industrial Tr. Bldg. | 1961 | 25 | 184 | 1337.50 |
| Providence, R. I. | | | | |

These amounts are based on action taken by the Board of Contract and Supply on December 5, 1961 approving settlement between the City of Providence and Planet Realty Co. Inc. for land condemned for off-street parking including provision for proration of taxes.

APPROVED

IN CITY COUNCIL

JUN 7 - 1962

READ and PASSED

Walter H. Reynolds
President
Walter H. Reynolds
Clerk

JUN 8 1962
Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

IN CITY
COUNCIL

MAY 17 1962

FIRST READING

REFERRED TO COMMITTEE ON
CLAIMS AND ~~FINANCIAL~~ ~~SALES~~

~~Therese C. DeLoach~~ CLERK

Wm. H. Cooper
Acting Clerk

FILED

MAY 14 3 50 PM '62

CITY CLERK'S OFFICE
PROVIDENCE, R.I.

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 332

Approved June 8, 1962

Resolved,

That the following taxpayers be refunded the amounts specified because of overpayment of the 1957 taxes to the City Collector.

Code #07-201-896
Luigi Giorgi and wf Marguerite
68 Kentland Ave.
Providence, R. I.

| | |
|--|----------|
| Amount of original 1957 tax | \$228.98 |
| Amt. abated, Cert. 77V-1 approved 5/3/62 | 30.53 |
| Amt. paid 10/24/57 T Teller | 228.98 |
| Amount overpaid, Cert. 0-6807 | 30.53 |

Refund \$30.53 to Luigi Giorgi and wf Marguerite
68 Kentland Ave. Prov. R. I.

Code #23-115-025
Anthony Wendoloski
12 Harold St.
Prov. R. I.

| | |
|---|--------|
| Amt. of original 1957 tax | \$6.39 |
| Amt. abated, Cert 77V-7 approved 5/3/62 | 6.39 |
| Amt. paid 3/28/62 D Teller | 6.39 |
| Amount overpaid, Cert. 0-6808 | 6.39 |

Refund \$6.39 to Anthony Wendoloski 12 Harold St. Prov. R. I.

Code #22-034-583
Joseph O. Velletri and wf Theresa M.
32 Kinfield St.
Prov. R. I.

| | |
|--|----------|
| Amt. of original 1957 tax on plat 114 lot 281 | \$284.36 |
| Amt. abated, 79V-5 approved 5/3/62 | 35.50 |
| Amt. paid 10/16/57 D Teller | 284.36 |
| Amt. overpaid Cert. 0-6809 on plat 114 lot 281 | 35.50 |

Refund \$35.50 to Joseph O. Velletri and wf Theresa M.
32 Kinfield St. Prov. R. I.

IN CITY COUNCIL

JUN 7 - 1962
READ and PASSED

Robert J. Whelan
President
Robert J. Whelan
Clerk

APPROVED

JUN 8 1962
Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

FILED
JUN 4 2 22 PM '62
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 333

Approved June 8, 1962

Resolved,

That the following taxpayers be refunded the amounts specified because of overpayment of the 1958 taxes to the City Collector.

Code #07-201-896
Luigi Giorgi and wf Marguerite
68 Kentland Ave.
Prov. R. I.

| | |
|---|----------|
| Amt. of original 1958 tax | \$250.63 |
| Amt. abated, Cert 77V-1 approved 5/3/62 | 30.53 |
| Amt. paid 10/28/58 R Teller | 250.63 |
| Amt. overpaid, Cert. 0-6803 | 30.53 |

Refund \$30.53 to Luigi Giorgi and wf Marguerite
68 Kentland Ave. Prov. R. I.

Code #13-613-013
John B. Mignault Jr.
153 Eaton St.
Prov. R. I.

| | |
|---|---------|
| Amt. of original 1958 tax | \$49.70 |
| Amt. abated, Cert 77V-5 approved 5/3/62 | 35.50 |
| Amt. paid 3/27/61 R Teller | 49.70 |
| Amount overpaid, Cert. 0-6804 | 35.50 |

Refund \$35.50 to John B. Mignault Jr. 153 Eaton St. Prov. R. I.

Code #23-115-025
Anthony Wendoloski
12 Harold St.
Prov. R. I.

| | |
|---|--------|
| Amt. of original 1958 tax | \$9.94 |
| Amt. abated, Cert 77V-7 approved 5/3/62 | 9.94 |
| Amt. paid 3/28/62 D Teller | 9.94 |
| Amt. overpaid, Cert. 0-6805 | 9.94 |

Refund \$9.94 to Anthony Wendoloski 12 Harold St. Prov. R. I.

Code #22-034-583
Joseph O. Velletri and wf Theresa M.
32 Kinfield St.
Prov. R. I.

| | |
|---|----------|
| Amt. of original 1958 tax on plat 114 lot 281 | \$284.36 |
| Amt. abated, Cert. 79V-5 approved 5/3/62 | 35.50 |
| Amt. paid 10/22/58 F Teller | 284.36 |
| Amount overpaid, Cert. 0-6806 on plat 114 lot 281 | 35.50 |

Refund \$35.50 to Joseph O. Velletri and wf Theresa M.
32 Kinfield St. Prov. R. I.

IN CITY COUNCIL

JUN 7 - 1962

READ and PASSED

Walter H. Heppner
President
Robert J. Whelan
Clerk

APPROVED

JUN 8 1962

Walter H. Heppner
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

FILED
JUN 4 2 22 PM '62
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 334

Approved June 8, 1962

Resolved,

That the following taxpayers be refunded the amounts specified because of overpayment of the 1959 taxes to the City Collector.

Code #07-120-685
Jeri Gentile
303 Washington Ave.
Prov. R. I.

| | |
|---|---------|
| Amt. of original 1959 tax | \$74.10 |
| Amt. abated, Cert 79V-1 approved 5/3/62 | 39.00 |
| Amt. paid 3/30/61 A Teller | 74.10 |
| Amt. overpaid, Cert. 0-6801 | 39.00 |

Refund \$39.00 to Jeri Gentile 303 Washington Ave. Prov. R. I.

Code #22-034-583
Joseph O. Velletri and wf Theresa M.
32 Kinfield St.
Prov. R. I.

| | |
|--|----------|
| Amt. of original 1959 tax on plat 114 lot 281 | \$312.39 |
| Amt. abated, Cert 79V-5 approved 5/3/62 | 39.00 |
| Amt. paid 10/6/59 R Teller | 312.39 |
| Amt. overpaid on plat 114 lot 281 Cert. 0-6802 | 39.00 |

Refund \$39.00 to Joseph O. Velletri and wf Theresa M.
32 Kinfield St. Prov. R. I.

APPROVED

IN CITY COUNCIL

JUN 7 - 1962

READ and PASSED

[Signature]
President
[Signature]
Clerk

JUN 8 1962
[Signature]
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

FILED
JUN 4 2 22 PM '62
CITY CLERK'S OFFICE
PROVIDENCE, R.I.