

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 674

Approved October 26, 1965

RESOLVED, That the Wayland Square Business Association be granted the privilege of erecting light decorations and related Christmas decorations for the 1965 Christmas Season along and over and across certain streets as may be incorporated in said Association's plans, all subject to the approval of the Director of Public Works and the Public Service Engineer; provided that the Wayland Square Business Association shall furnish to the City and file with the City Clerk a liability insurance policy certificate, approved as to form by the City Solicitor, its limits to be not less than One Hundred Thousand (\$100,000) Dollars and Three Hundred Thousand (\$300,000) Dollars in Public liability and Twenty-five Thousand (\$25,000) Dollars property damage, indemnifying the City against any claim arising out of any damage due to the erection, maintenance and/or removal of any decorations or parts thereof.

IN CITY COUNCIL

OCT 21 1965

READ and PASSED

William C. Caspary
President
William C. Caspary
Clerk

APPROVED

OCT 26 1965

Joseph A. Hanley Jr.
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Theresa Dagan and Bealman, by request

OWNERS', LANDLORDS' AND TENANTS' LIABILITY POLICY

STOCK COMPANY

The **HOME** *Indemnity Company*
New York, N.Y.



OT 52 43 33

DECLARATIONS

PRODUCER

Item 1. **Wayland Square Business Association**
Named Insured and Address: **c/o Dorothy Kay**
509 Angell Street
Providence, Rhode Island

Morton Smith, Inc.
245 Waterman Street
Providence, Rhode Island

Item 2. Policy Period:

From **11/1/65** to **1/10/66**Producer No. - OPC **18628-061**

12:01 A.M. standard time at the address of the named insured as stated herein.

The location of the premises is **Wayland Ave., Angell St., So. Angell St. & Wayland Sq., Prov., R. I.** The part occupied by the named insured is

The interest of the named insured in the premises is ☐ Owner ☐ General Lessee ☐ Tenant ☐

The business of the named insured is

Item 3. The insurance afforded is only with respect to such and so many of the following coverages and hazards as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COVERAGES		LIMITS OF LIABILITY				
		Each person		Each accident	Each aggregate	
Bodily Injury Liability (Coverage "A" & Coverage "D", Div. 1)		\$ 100,000		\$ 300,000	\$ *	
Property Damage Liability (Coverage "B" & Coverage "D", Div. 2)		x x x x x x x		\$ 25,000	\$ **	
Medical Payments (Coverage "C")		\$		\$	* APPLIES TO DIVISION 4 ONLY. ** APPLIES TO DIVISIONS 3 AND 4.	
Item 4. DESCRIPTION OF HAZARDS		PREMIUM BASES	RATES		ADVANCE PREMIUMS†	
			Bodily Injury	Prop. Dam.	Bodily Injury	Property Damage
1. Premises—Operations		(a) Area (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. (b) Per Linear Foot (c) Per \$100	If Subject To Audit Show Annual Premium		
Christmas Decorations-Street 717J		Blocks 4	11.40	2.90	46.00	12.00
Additional Insured					4.00	3.00
2. Elevators (Describe)		No. at Premises	Number Insured	Per Elevator		
3. Structural Alterations, New Construction, Demolition		(a) Remuneration (b) Cost	(a) Per \$100 (b) Per \$100	Show Annual Premium		
4. Products—Completed Operations		Sales	Per \$1000 of Sales	Show Annual Premium		
5. Contractual—Specified Types of Agreements		Number Insured	Per Contract	If Subject To Audit Show Annual Premium		
If Policy Period is more than one year premium is payable	Effective Date††	1st Anniversary††	2nd Anniversary††	TOTALS \$ 50.00 \$ 15.00		
				TOTAL ADVANCE POLICY PREMIUM \$ 65.00		

Item 5. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder unless otherwise stated herein:

Endorsements attached to policy **L6311b**
10/18/65 dmw

Countersigned by

Kenny J. Webb Jr.
Authorized Representative

If the Policy Period is more than one year: †The premiums shown for Fixed Exposure hazards are the full three year premiums. Any premiums shown for Subject-To-Audit hazards are the annual deposit premiums. ††Any annual deposit premiums for Subject-To-Audit hazards are payable as of the effective date and each anniversary date, whether or not the remainder of premium is payable on installments.

H7241(F)-REV.9-63

PRINTED IN U.S.A.

THE HOME INDEMNITY COMPANY

NEW YORK, N. Y.

(A stock insurance company herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. Coverage A—Bodily Injury Liability: To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the hazards hereinafter defined.

Coverage B—Property Damage Liability: To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the hazards hereinafter defined.

DEFINITION OF HAZARDS

Division 1—Premises—Operations: The ownership, maintenance or use of the premises, and all operations necessary or incidental thereto.

Division 2—Elevators: The ownership, maintenance or use of any elevator designated in the declarations.

Division 3—Structural Alterations, New Construction, Demolition: Structural alterations which involve changing the size of buildings or other structures, new construction and demolition, if the accident occurs in the course of such operations at the premises by the named insured or his contractors or their subcontractors.

Division 4—Products—Completed Operations: (1) Goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of Item 4 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

(2) operations, including any act or omission in connection with operations performed by or on behalf of the named insured on the premises or elsewhere and whether or not goods or products are involved in such operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of Item 4 of the declarations specifically includes completed operations.

Coverage C—Medical Payments: To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident and arising out of the ownership, maintenance or use of the premises, or operations necessary or incidental thereto.

Coverage D—Contractual Liability of a Specified Type: To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any of the following types of agreements, if in writing and if described in Item 4 of the declarations, shall become legally obligated to pay as damages because of:

Division 1. Bodily Injury Liability—bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Division 2. Property Damage Liability—injury to or destruction of property, including the loss of use thereof, caused by accident.

Types of Agreements:

- (1) a sidetrack agreement;

- (2) an easement agreement in connection with a railroad grade crossing;

- (3) an agreement required by municipal ordinance in connection with work for the municipality.

II. Defense, Settlement, Supplementary Payments: With respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the company shall:

- (a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

- (b)(1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

- (2) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

- (3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

- (4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III. Definition of Insured: With respect to the insurance under coverages A, B and D the unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV. Insurance for Newly Acquired Premises, Elevators and Other Hazards: Such insurance as is afforded under division 1 of the Definition of Hazards and under coverage C applies to premises, draft or saddle animals, vehicles for use therewith, and vehicles from which merchandise is sold, if the named insured acquires ownership or control thereof. Such insurance as is or can be afforded under division 2 and under coverage C applies to elevators newly installed at the premises and to elevators at such other premises. Such insurance as is or can be afforded under division 3 including demolition operations, applies at such premises.

This insuring agreement does not apply: (a) unless the named insured notifies the company within thirty days after the commencement of each such additional hazard to which he wishes the insurance to apply; (b) to any loss against which the named insured has other valid and collectible insurance.

This insuring agreement applies only under the coverages for which this policy already affords insurance and then applies subject to the limits of liability stated in the declarations but, if no applicable aggregate limit is so stated, the aggregate limit shall be the minimum aggregate limit in the company's manual corresponding to the "each accident" limit stated in the declarations.

V. Incidental Written Agreements: Exclusion (d) does not apply to the following types of written agreements relating to the premises: (a) any easement agreement, except in connection with a railroad grade crossing, (b) any agreement required by municipal ordinance, except in connection with work for the municipality, (c) any elevator or escalator maintenance agreement or (d) any lease of premises agreement. Exclusions (a), (c) (2) and (j) do not apply to liability assumed under such agreements. If, with respect to this insuring agreement, more than one division of the Definition of Hazards applies, the limits of liability applicable to this insuring agreement shall be the highest limits of liability as stated in the declarations for any one of divisions 1, 2 and 3.

COMPREHENSIVE GENERAL — COMPREHENSIVE LIABILITY (GENERAL - AUTOMOBILE) — GARAGE — OWNERS', LANDLORDS' AND TENANTS'

LIABILITY

L 6311b
(Ed. 7-61)

A & G 566a
ADDITIONAL INSURED — LESSOR

This endorsement, effective 11/1/65 (12:01 A. M., standard time), forms a part of policy No. OT 52 43 33

issued to **Wayland Square Business Association**

by **The Home Indemnity Co.**

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Additional Insured	Bodily Injury Liability	Premiums Property Damage Liability
4 City Blocks Wayland Ave., Angell St. & Wayland Square, Providence, R. I.	City of Providence and Special committee Christmas Celebration	4.00 incl.	3.00 incl.

It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability and for Property Damage Liability applies to the person or organization designated above, as insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased by said person or organization to the named insured, subject to the following additional provisions:

The insurance does not apply:

- (1) to accidents which occur after the named insured ceases to be a tenant in said premises;
- (2) to structural alterations, new construction or demolition operations performed by or for said person or organization.

The exclusion in the policy relating to liability assumed by contract is replaced by the following with respect to the insurance afforded to said person or organization:

To liability assumed by said person or organization under any contract or agreement, but this exclusion does not apply to the following types of written agreements relating to the premises:

- (1) any easement agreement, except in connection with a railroad grade crossing,
- (2) any agreement required by municipal ordinance, except in connection with work for the municipality,
- (3) any elevator or escalator maintenance agreement, or
- (4) any lease or premises agreement.



Kerry J. Webb Jr.
Authorized Representative

(ATTACH ENDORSEMENTS HERE)

VI. Alienated Premises: Such insurance as is afforded by this policy under division 1 of the Definition of Hazards applies to premises alienated by the named insured, if the accident occurs after the named insured has relinquished possession thereof to others. This insuring agreement does not apply to premises constructed for sale by the

named insured or over which the named insured has any right of control.

VII. Policy Period, Territory: This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) under division 1 of the Definition of Hazards, and under division 3 except for operations performed by independent contractors, and under coverage C, to the ownership, maintenance, operation, use, loading or unloading of (1) automobiles if the accident occurs away from the premises, (2) draft or saddle animals, vehicles for use therewith, vehicles from which merchandise is sold or watercraft, if the accident occurs away from the premises, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, or (3) aircraft;

(b) under division 1 of the Definition of Hazards, to elevators;

(c) under division 1 of the Definition of Hazards, and under coverage C, to (1) structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations, by the named insured or his contractors or their subcontractors, (2) the Products—Completed Operations Hazard, or (3) operations on or from premises, other than as defined, which are owned by, rented to or controlled by the named insured;

(d) under divisions 1, 2 and 3 of the Definition of Hazards, to liability assumed by the insured under any contract or agreement;

(e) under division 4 of the Definition of Hazards, to liability assumed by the insured under any contract or agreement except a warranty of goods or products;

(f) under coverage D and under Insuring Agreement V, to (1) a warranty of goods or products, or (2) any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

(g) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under Insuring Agreement II(b) (3) or under coverage C;

(h) under coverages A, B and D, to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage and, under coverage C, to any expense resulting from such sale, gift, distribution or use;

(i) under coverages A and D, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) under coverage A, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

(k) under coverages B and D, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

(l) under coverage B, with respect to division 1 of the Definition of Hazards, and under division 3 except with respect to operations performed by independent contractors, and under coverage D, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured and is not due to fire: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators;

(m) under coverage C, to bodily injury to or sickness, disease or death of (1) the named insured, any partner therein, any tenant or other person regularly residing on premises owned by or rented to the named insured, or any employee of such insured, tenant or other person arising out of and in the course of his employment therewith, or (2) any other tenant of such premises, or any employee of such other tenant arising out of and in the course of his employment therewith, on that part of such premises rented to such other tenant, or (3) any person arising out of and in the course of his employment if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessee of the named insured or any lessor of premises rented to the named insured, or (5) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(n) under coverage C, to (1) elevators, unless medical payments for elevators is stated in the declarations as included, or (2) any expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services.

CONDITIONS

I. Premium: The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The premium stated in the declarations for divisions 3 and 4 of the Definition of Hazards, and for such classifications in division 1 for which the premium basis is stated as "admissions," "receipts" or "units" are estimated premiums only. Upon termination of this policy, the earned premium for these hazards shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured. The named insured shall maintain for the aforesaid hazards records of the information necessary for premium computation on the basis stated in the declarations and shall send copies of such records

to the company at the end of the policy period and at such times during the policy period as the company may direct.

When used as a premium basis:

(1) the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(2) the word "cost" means the total cost to the named insured under division 3 of the Definition of Hazards, or to any indemnitee under coverage D, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

- (3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (4) the word "remuneration" means the entire remuneration earned during the policy period by all employees of the named insured engaged in the operations, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- (5) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

2. Inspection and Audit: The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3. Definitions:

- (a) **Premises.** The unqualified word "premises" means the premises designated in the declarations and includes the ways immediately adjoining on land.
- (b) **Elevator.** The word "elevator" means any hoisting or lowering device to connect floors or landings at the premises, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.
- (c) **Automobile.** The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:
 - (1) The following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.
 - (2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.
- (d) **Assault and Battery.** Under coverages A and B, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

4. Limits of Liability—Coverages A and D: The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

5. Limit of Liability—Coverages B and D: The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

6. Limits of Liability—Coverages A and B: Subject to the limit of liability with respect to "each accident," the limit of liability, if any, stated in the declarations as "aggregate" is the total limit of the company's liability for the division of hazards, and under the coverage, for which said limit is stated.

Under division 4 of the Definition of Hazards all damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident.

The insurance afforded by this policy under division 2 of the Definition of Hazards applies separately to each elevator.

7. Limits of Liability—Coverage C: The limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, sickness or disease, including death resulting therefrom, as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all expenses incurred by or on behalf of two or more persons who sustain bodily injury, sickness or disease, including death resulting therefrom, as the result of any one accident.

8. Severability of Interests—Coverages A, B and D: The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

9. Notice of Accident: When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

10. Notice of Claim or Suit—Coverages A, B and D: If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

11. Assistance and Cooperation of the Insured—Coverages A, B and D: The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

12. Medical Reports; Proof and Payment of Claim—Coverage C: As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the insured or, except hereunder, of the company.

13. Action Against Company—Coverages A, B and D: No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

14. Action Against Company—Coverage C: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company.

15. Other Insurance—Coverages A, B and D: If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

16. Subrogation—Coverages A, B and D: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

17. Three Year Policy: A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

18. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

19. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancel-

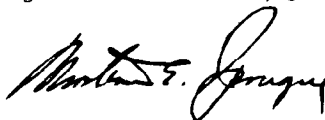
ation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

20. Cancellation: This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

21. Declarations: By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.

 *Martin E. Sprague*
Vice-President

 *K. Beach*
President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

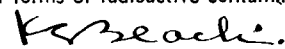
- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

 *K. Beach*
President

Wayland Square Business Association

Wayland Square

PROVIDENCE 6, RHODE ISLAND

October 20, 1965


Mr. Vincent Vespia
City Clerk
City Hall
Providence, R. I. 02903

Dear Mr. Vespia:

The Wayland Square Business Association requests approval from the City Council for the privilege of erecting light decorations and related Christmas Decorations for the 1965 Christmas Season along and over certain streets in the Wayland Square Area.

A copy of our liability insurance policy is enclosed.

Very truly yours,


Anthony D. Soito
President

CERTIFICATE OF INSURANCE

This is to Certify, that policies in the name of

Ralph Romano
25 Grape St.
Providence, Rhode Island
(Street and Number)

(Name of Insured)

(City or Town)

(State)

are in force at the date hereof, as follows:

KIND OF POLICY	POLICY NO.	POLICY PERIOD	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
A—Workmen's Compensation		Eff. Exp.	Provided by Workmen's Compensation Law State of	Nil
B—Manufacturers' or Contractors' Liability	MC199706	Eff. 7/2/65 Exp. 7/2/66	Each person \$ 100,000. Each accident \$ 300,000.	Each accident \$ 25,000. Aggregate \$ 50,000.
C—Owners', Landlords' and Tenants' Liability		Eff. Exp.	Each person \$ Each accident \$	Each accident \$
D—Owners' or Contractors' Protective Liability		Eff. Exp.	Each person \$ Each accident \$	Each accident \$ Aggregate \$
E—Scheduled General Liability		Eff. Exp.	Each person \$ Each accident \$	Each accident \$ Aggregate \$
F—Automobile Liability (1) Owned Vehicles (2) Hired Vehicles (3) Other Non-owned Vehicles		Eff. Exp.	Each person \$ Each accident \$	Each accident \$
G—Comprehensive Liability (1) Automobile		Eff. Exp.	Each person \$ Each accident \$	Each accident \$
(2) General		Eff. Exp.	Each person \$ Each accident \$ Aggregate \$	Each accident \$ Aggregate \$
(3) General-Automobile		Eff. Exp.	Each person \$ Each accident \$ Aggregate \$	Each accident \$ Aggregate \$

and cover, in accordance with the policy terms,

Job: Wayland Ave. Business Men
Christmas decorations on Wayland Ave., Prov., R.I.

Certificate issued to **City Clerk's Office , Attn: Vincent Vespia**
 at **City Hall, Providence, R.I.**

In the event of any material change in or cancelation of said policies the undersigned company will notify the party to whom this certificate is issued of such change or cancelation.

M & J Insurance Agency, Inc.

BY *[Signature]* PRES.
 Dated *[Signature]* SEC

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 675

Approved October 26, 1965

RESOLVED,

That it is the fond wish of
His Honor Mayor Joseph A. Doorley, Jr.
and the members of the City Council,
that Councilman Joseph Souza, now con-
valescing following minor surgery, en-
joy speedy and complete recovery.

IN CITY COUNCIL

OCT 21 1965

READ and PASSED

Russell M. Smith
President
Vincent Caspary
Clerk

APPROVED

OCT 26 1965

Joseph A. Doorley, Jr.
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Mr. Ward



CITY OF PROVIDENCE
EXECUTIVE CHAMBER
PROVIDENCE, R.I.

JOSEPH A. DOORLEY, JR.
MAYOR

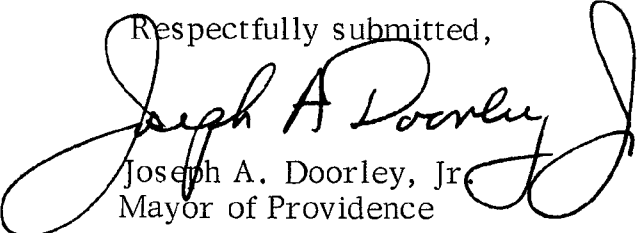
October 18, 1965

To the Honorable the City Council
of the City of Providence

Gentlemen:

In accordance with the provisions of Section 31 and 32 of Chapter 3654 of the Public Laws of 1956, I have this day appointed Mr. John J. Cummings, Jr. of Providence, a member of the Redevelopment Agency for the ensuing five year term ending July 31, 1967, to fill the vacancy caused by the resignation of Mr. Charles M. Smith.

Respectfully submitted,


Joseph A. Doorley, Jr.
Mayor of Providence

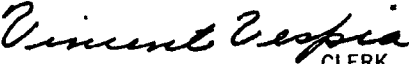
JAD:JCA

IN CITY COUNCIL

OCT 21 1965

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.


CLERK

State of Rhode Island and Providence Plantations

THE CITY OF



PROVIDENCE

I, JOHN J. CUMMINGS, JR., do

*solemnly swear that I will support the Constitution of the United States
and of the State of Rhode Island and that I will faithfully discharge
the duties of the office of*

Member - Redevelopment Agency

to the best of my ability.

I, Joseph J. Doorley, Jr., Mayor

do hereby certify that on the 1st *day of* November A. D. 1965,

I did administer unto JOHN J. CUMMINGS, JR.

duly appointed to the office of

Member - Redevelopment Agency

the above subscribed oath.



Peter J. Hicks, Jr.
Public Service Engineer

677
CITY OF PROVIDENCE - RHODE ISLAND

The Public Service Engineer

112 Union Street, Providence, R. I. 02903

October 4, 1965

Mr. Vincent Vespia
City Clerk
City Hall
Providence, Rhode Island

Dear Mr. Vespia:

I enclosed herewith the bill of the Narragansett Electric Company for the month of September, 1965 for the street lighting of the City of Providence.

The total net amount of the bill is \$42,129.05

Very truly yours,

Peter J. Hicks, Jr.
Public Service Engineer

PJH, JR/jd

IN CITY COUNCIL

OCT 21 1965

APPROVED:

CLERK

Received of Department of City Clerk August 28, 1965

FILED

OCT 5 12 05 PM '65

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

JOSEPH C. SCUNCIO
CHAIRMAN & SECRETARY
RAYMOND J. DEVITT, JR.
WALTER ADLER



BUREAU OF LICENSES
CITY HALL, PROVIDENCE, RHODE ISLAND 02903

October 8, 1965

To the Honorable City Council
City Hall, Providence, Rhode Island.

Gentlemen:

In accordance with the provisions of Chapter 2275 of the Public Laws of 1935, the Bureau of Licenses submits, herewith, a report of its activities for the quarter ending September 30, 1965:

Intoxicating Beverage Licenses

Class F 24 Hour	2	20.00	20.00
-----------------	---	-------	-------

Business and Non-Business Licenses

Laundry	152	1520.00	
Food Dispenser	35	532.50	
Sunday Sales	15	150.00	
Parking, Sundays	1	25.00	
Hawkers and Peddlers	7	35.00	
Junk Gatherers	1	5.00	
Second Hand Stores	25	625.00	
Junk Shops	1	25.00	
Police Constables with Power	1	25.00	
Private Detectives	1	25.00	
Permit to Carry Weapons	5	10.00	
Hackney Carriage Power Vehicle	159	1590.00	
Hackney Carriage Dr. License	406	406.00	
Frozen Dessert	11	235.00	
Vehicle License (Paid)	67	134.00	
Show and Dance	526	4698.00	
Pool Tables, etc.	25	1650.00	
Athletic Exhibitions on Sunday	2	60.00	
Bingo	87	<u>1365.00</u>	13,115.50
Petroleum Storage	1	10.00	10.00
Dog Licenses:			
Dogs	301	542.15	542.15

continued

JOSEPH C. SCUNCIO
CHAIRMAN & SECRETARY
RAYMOND J. DEVITT, JR.
WALTER ADLER



BUREAU OF LICENSES

CITY HALL, PROVIDENCE, RHODE ISLAND 02903

continued quarterly report ending 9-30-65
Page #2. City Council October 8, 1965.

Badge and Plate Fund:

Peddlers Badges	10	\$6.00	
Junk Gatherers Badges	2	1.20	
Newsboys Badges	10	6.00	
Hackney Carr.Dr.Badges	406	243.60	
Hackney Carr.Markers	159	95.40	
Truck Markers	67	40.20	
Peddlers Tags for one day licenes		.20	392.60
	654 total		

Departmental Credits:

Transfer Licenses	30	390.00	
Cert. of lost licenses	2	4.00	
Reg. Fees on Dog licenses	301	45.15	
Lost Dog tags	21	5.25	
			<u>444.40</u>
			total \$14,524.65

Respectfully submitted
for the Bureau of Licenses

Joseph C. Scuncio
Joseph C. Scuncio Chairman and Secretary

signed
10-11-65
del. to V.Vespia, Esquire
City Clerk-fornoon

IN CITY COUNCIL

OCT 21 1965

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Vincent Vespia
CLERK

FILED

OCT 11 10 49 AM '65

DEPT. OF CITY CLERK
PROVIDENCE, R. I.

JOSEPH C. SCUNCIO
CHAIRMAN & SECRETARY
RAYMOND J. DEVITT, JR.
WALTER ADLER



BUREAU OF LICENSES

CITY HALL, PROVIDENCE, RHODE ISLAND 02903

October 8, 1965.

To the Honorable City Council
City Hall,
Providence, Rhode Island.

Gentlemen:

In accordance with the provisions of Chapter 2275 of the Public Laws of 1935, the Bureau of Licenses submits, herewith, a report of its activities for this year ending-September 30, 1965:

INTOXICATING BEVERAGES LICENSES

<u>LIQUOR LICESES</u>	<u>NO.</u>	<u>Amount</u>	<u>Total</u>
Class A	147	73,500.00	
Class B Tavern	7	10,700.00	
Class B Victualling	108	108,000.00	
Class B Limited	2	400.00	
Class C Beverages	148	74,000.00	
Class D. Club (100.)	1	100.00	
Class D. Club (200.)	31	6,200.00	
Class E Druggist	38	380.00	
Class F 24 Hour	13	130.00	
			273,410.00

BUSINESS AND NON BUSINESS LICENSES

Taverns, 1st Class	2	200.00
2nd "	5	375.00
3rd "	5	250.00
Laundry	179	1790.00
Food Dispensers	1048	21990.00
Sunday Sales	726	7300.00
Parking Sunday	13	390.00
Hawkers and Peddlers	53	261.00
Junk Gatherers	3	15.00
Second Hand Stores	241	6025.00
Foundrymen	1	5.00
Junk Shops	27	675.00
Pawnbrokers	6	600.00
Police Constables W/Power	30	750.00

continued

JOSEPH C. SCUNCIO
CHAIRMAN & SECRETARY
RAYMOND J. DEVITT, JR.
WALTER ADLER



BUREAU OF LICENSES

CITY HALL, PROVIDENCE, RHODE ISLAND 02903

Page #2. City COUNSEL 10-8-65
Yearly report-ending 9-30-65

Business and Non Business (continued)

Police Constables without power	3	75.00	
Private Detectives	16	400.00	
Permit to carry weapons	14	28.00	
Hackney Carr.Power Vehicle	207	2,070.00	
Hackney Carr.Drivers License	605	605.00	
Frozen Desserts	204	4,012.50	
Vehicle license (paid)	157	314.00	
permit to sell revolvers,retail	4	20.00	
Intelligence Office,1st Class	15	750.00	
Show and Dance	1865	17,241.00	
Pool Tables,etc	40	2,875.00	
Bowling Alleys	22	2,375.00	
Athletic Exhibitions on Sunday	36	355.00	
Bingo	265	3,260.00	
Explosives	4	8.00	75,014.50
Petroleum Storage	276	11,780.00	11,780.00
Dog Licenses:			
Dog	3,345	5,094.75	
Kennels	5	50.00	5,144.75

Badge and Plate Fund:

Peddlers Badges 100		60.00	
Junk Gatherers Badges 14.		8.40	
Police Constable Badges 3		1.80	
Newsboys Badges 12		7.20	
Hackney Carriage Drivers Badges 605		363.00	
Hackney Carriage Markers 209		125.40	
Truck Markers 157		94.20	
Peddlers tags for one day licenses 2		.40	660.40

JOSEPH C. SCUNCIO
CHAIRMAN & SECRETARY
RAYMOND J. DEVITT, JR.
WALTER ADLER



BUREAU OF LICENSES

CITY HALL, PROVIDENCE, RHODE ISLAND 02903

Page #3. City Council Oct. 8, 1965 year ending 9-30-65.

Departmental Credits:

Transfer Licenses	136	1,765.00
Certificate of lost licenses	12	24.00
Reg. Fees on Dog licenses	3345	501.75
lost dog tags	59	14.75
		<u>2,305.50</u>
Total		<u>\$368,315.15</u>

Respectfully submitted

for the Bureau of Licenses

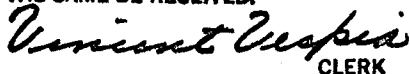

Joseph C. Scuncio-Chairman and Secretary

IN CITY COUNCIL

OCT 21 1965

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.


CLERK

FILED

OCT 11 10 49 AM '65

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

JOHN A. MANOCCHIO
SUPERINTENDENT



MAYOR
JOSEPH A. DOORLEY, JR.

DEPARTMENT OF WEIGHTS AND MEASURES
141 FOUNTAIN STREET
PROVIDENCE, RHODE ISLAND 02903

Oct. 5, 1965

Dear Sir:

I respectfully submit the annual reprot of this department covering the period form Oct. 1, 1964 to Sept. 30, 1965

Fees collected and deposited from Sealers Office to City Collector-----	\$1957.58
CITY SCALES weighted 9600 trucks and deposited with City Collector's Office-----	\$2732.25
Milage covered by Deputies-----	10,000
Scales tested and sealed-----	3655
Pumps tested and sealed-----	750
Measures tested and sealed-----	60
Truck scales tested and sealed-----	60
Weighing Machines tested and sealed-----	230
Automatic yd measures tested and sealed-----	30

SCALES AND MEASURES ADJUSTED OR CONDEMNED:

Spring scales-----	100
computing scales-----	200
Truck scales-----	2
Weighing Machines-----	8
Gas Pumps-----	11

Many of these scales and measures were put into operation after the necessary repairs had been completed.

This department completed 425 spot inspections and complaints during the past year.

Many of these complaints on pre-packaged items.

IN CITY COUNCIL

OCT 21 1965

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Vincent Crespi
CLERK

Supt. Weights & Measures

John A. Manocchio

FILED

OCT 7 10 45 AM '65

DEPT. OF JUSTICE
PROVIDENCE, R.I.