

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 467

Approved September 8, 1961

Resolved,

That His Honor, the Mayor, is hereby authorized to accept a deed from Andrew A. Bagalia, Jr., conveying to the City of Providence a certain parcel of land for highway purposes situated north of Lubec Street and between Joseph Street and Douglas Avenue, shown as shaded area and designated by the letters A - B - C - D on the accompanying plan entitled "Providence, R. I., P. W. Dept. - Engineering Office, City Property Section, Plan No. 062244, Date August 2, 1961".

IN CITY COUNCIL

SEP 7 - 1961

READ and PASSED

Edward P. Douglas
President
Elizabeth H. Lane
Clerk

APPROVED

SEP 8 - 1961

Walter H. Kennedy
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Mr. Wheeler, by request

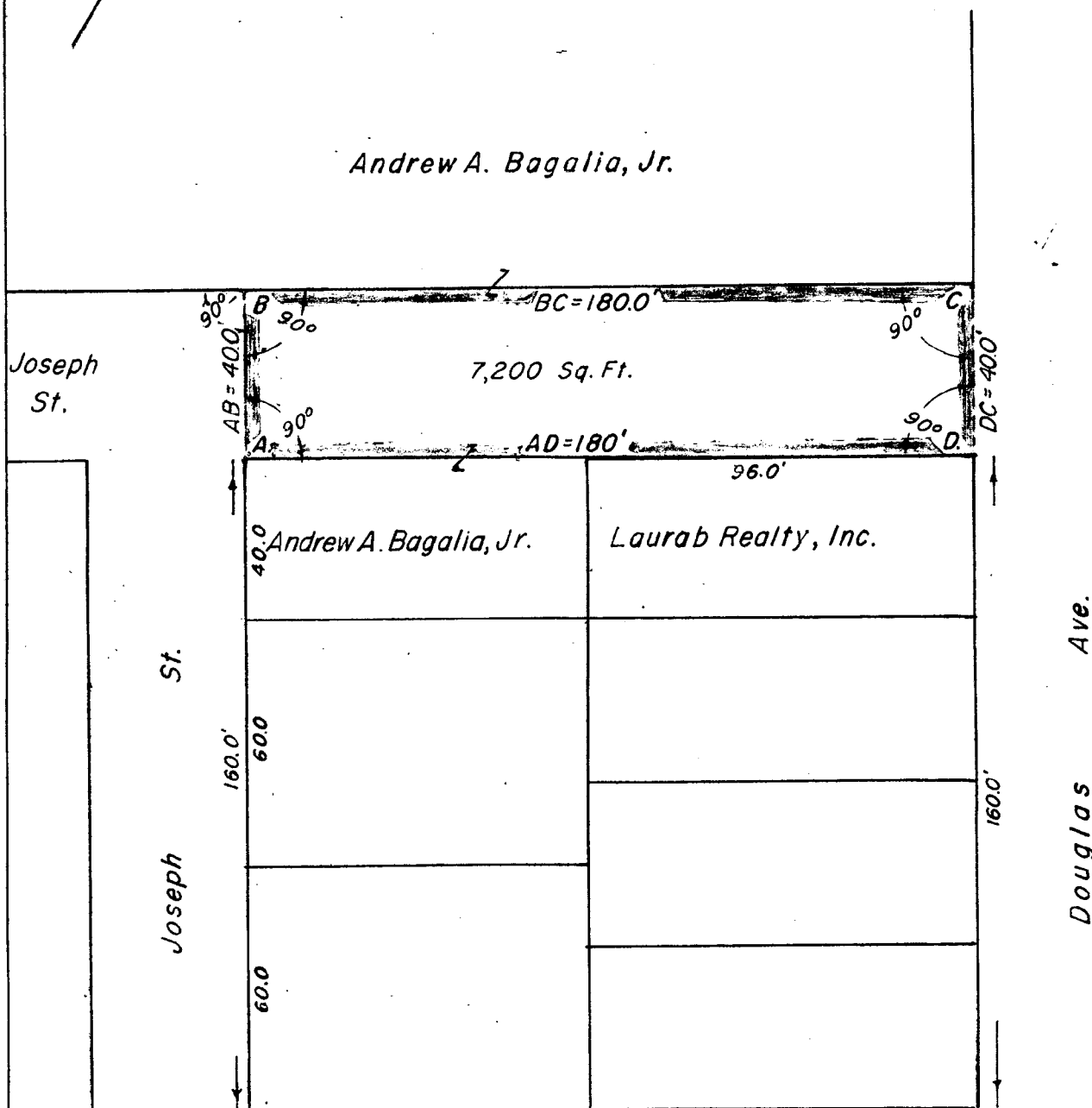
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CITY CLERK'S OFFICE
PROVIDENCE, R.I.

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CITY OF PROVIDENCE, R. I.
 PUBLIC WORKS DEPARTMENT
 CITY PROPERTY SECTION
 Case No. 062244
 Date August 2, 1961

Shaded area lettered A-B-C-D to be
 deeded for highway purposes.

Andrew A. Bagalia, Jr.



CITY OF PROVIDENCE
 Public Works Dept.
 Street: Joseph St. Extension.
 Land to be deeded for highway purposes.
 Drawn by: E.A.K. Checked by: L.P.R.
 Scale: 1"=40' Date: Aug. 2, 1961
 Corrected: [Signature]
 Approved: [Signature]

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 468

Approved September 8, 1961

Resolved,

That the Mayor be and he hereby is requested

to:

- I. Direct the Director of the Department of Building Inspection in cooperation with the Director of Civilian Defense and the Superintendent of Health make an immediate survey of the City to determine in anticipation of a possible atomic attack.
 - A. What specific buildings, public or private or other facilities are immediately available as public shelters and their respective capacities.
 - B. What specific buildings, public or private or other facilities can be readily converted for use as public shelters, their respective capacities, the nature, extent and approximate cost of such conversion.
 - C. What are the survival requirements of food, water, Blankets, medicines, lighting, heating and sanitation equipment for each potential shelter.
 - D. What other immediate and practical steps can be taken to minimize death and injury by (1) municipal authorities (2) the general public.
- II. Require that said survey and report be given the highest priority by the respective department heads and all others upon whom they may call for assistance.
- III. Make available at once said report and survey and his recommendations thereon to this Council.

IN CITY COUNCIL

SEP 7 - 1961

READ and PASSED

President

Clerk

APPROVED

SEP 8 - 1961

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Mr. Cooper

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 489

Approved September 8, 1961

Resolved,

That His Honor, the Mayor, is hereby authorized

to execute a certain Contract, substantially in accordance with the accompanying draft, between the City of Providence and the Providence Redevelopment Agency providing for the Department of Building Inspection to perform certain services for the Providence Redevelopment Agency in connection with the East Side Renewal Project No. R. I. R-4 and the Weybosset Hill Project No. R. I. R-7.

IN CITY COUNCIL

SEP 7 - 1961

READ and PASSED

[Signature]
President
[Signature]
Clerk

APPROVED

SEP 8 - 1961

[Signature]
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

SEP 5 10 53 AM '61
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

A G R E E M E N T

~~AGREEMENT~~ entered into this day of 1961,
by and between the PROVIDENCE REDEVELOPMENT AGENCY, a public body, corporate
and politic, of the City and County of Providence, State of Rhode Island,
hereinafter called the "Agency" and the CITY OF PROVIDENCE, a municipal
corporation in the City and County of Providence, State of Rhode Island,
hereinafter referred to as the "Department of Building Inspection."

WITNESSETH THAT:

WHEREAS, the City of Providence, acting by and through its City
Council, and the Housing and Home Finance Agency have both made available
certain funds to the Agency in accordance with the provisions of Title 45,
Chapters 31-33 of the General Laws of Rhode Island, 1956, entitled "Redevelop-
ment act of 1956;" and

WHEREAS, said funds were appropriated to be used exclusively for the
preparation of plans and the making of surveys to determine the eligibility
for redevelopment of those areas known as the East Side Renewal Project and
the Weybosset Hill Project Area within the meaning of the aforesaid Redevelop-
ment act of 1956; and

WHEREAS, the Agency is undertaking certain activities necessary for
the preparation of plans and the making of surveys to determine the eligibil-
ity of the projects described herein as redevelopment areas; and

WHEREAS, said redevelopment areas are bounded generally as follows:

East Side Renewal Project is bounded generally by Branch Avenue, North Main
Street, Captain J. Carleton Davis Memorial Boulevard, Olney, Brown, Halsey,
Congdon, Angell, Benefit, John, Thayer, Williams, Hope, Power, Governor, East
George, Cano Streets, New York, New Haven and Hartford Railroad, harbor line
in the Seekonk River, at India Point, at Fox Point, in the Providence River,
South Water Street, Memorial Square, Canal Street, Moshassuck River, Smith
Street, New York, New Haven and Hartford Railroad, Chalkstone Avenue, Conanicut
Street, West River Project Boundary, West River Street to Branch Avenue.

Weybosset Hill Project Area is bounded generally by West Exchange Street,
Sabin, Mathewson, Fountain, Empire, Chestnut, Pine, Foster, Broad, Franklin,
Lime, Bourne and Cove Streets; and

WHEREAS, the Agency desires to engage the Department of Building Inspection to render certain professional and technical advice, assistance and services in connection with such undertakings of the Agency; and

WHEREAS, the said Department of Building Inspection is authorized and qualified to perform such aforementioned services.

NOW, THEREFORE, the parties hereto do agree as follows:

1. Scope of Services - The Department of Building Inspection shall do, perform and carry out in a satisfactory and proper manner, as determined by the Agency, the following:

a. To inspect certain non-residential structures within the Weybosset Hill Project Area, which said certain non-residential structures are to be selected by the Providence Redevelopment Agency.

b. To inspect all non-residential structures within the East Side Renewal Project Area.

c. To report the evidence resulting from these inspections on forms provided by the Providence Redevelopment Agency and to be available for conferences with representatives of the Providence Redevelopment Agency in regard to their findings and inspections of the above-described areas.

2. Time of Performance - The services of the Building Inspection Department are to commence upon the execution of this Agreement and shall terminate on December 31, 1961, or sooner if possible.

3. Compensation to Building Inspection Department

a. The Agency shall pay to the Building Inspection Department weekly a sum equal to the pro rata time of the staff person it used in completing the services under the terms and conditions of this Agreement.

b. The staff person of the Department of Building Inspection to be assigned to the services of this contract shall be Dominic DiNapoli, or in his absence someone with the equivalent training and background to perform these said services.

c. Each weekly payment request shall be made on a time sheet form supplied by the Agency which shall reveal the total salary approved by

the City Ordinance for the position and/or positions and the proportionate time and amount thereof requested for payment for the service rendered.

d. The said employee of the Building Inspection Department is to receive the additional sum of ten (10¢) cents per mile for each and every mile traveled in performing the services required as specified in this contract.

e. It is expressly understood and agreed by and between the Agency and the Building Inspection Department that in no event will the total compensation and reimbursement, if any, to be paid hereunder to said Building Inspection Department exceed the maximum amount of Three Hundred (\$300.00) Dollars to perform the necessary services in the Weybosset Hill Project Area and the maximum amount of Three Thousand (\$3,000.00) Dollars to perform the necessary services in the East Side Renewal Project Area.

5. Terms and Conditions - This Agreement is subject to and incorporates the provisions attached hereto as Part II - Terms and Conditions (Form H-621B, dated 7-57).

This Agreement is authorized by Resolutions numbered 918 and 919 approved August 29, 1961.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands the day and year first above written.

Executed in the presence of:

PROVIDENCE REDEVELOPMENT AGENCY

By _____

Executive Director

CITY OF PROVIDENCE

By _____

Mayor

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

PART II--TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel. a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

8. Nondiscrimination. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, religion, color, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In case of any subcontracting of the work covered by this Contract, the Contractor shall insert the preceding two sentences in its agreements with such subcontractors. The Local Public Agency, if required by the terms of its Contract with the Federal government hereinbefore mentioned, shall furnish the Contractor with non-discrimination posters, which the Contractor shall display in conspicuous places readily seen by employees and applicants for employment.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency: Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

RESOLUTION OF THE CITY COUNCIL

No. 470

Approved September 8, 1961

Resolved,

That in accordance with the provisions of Section 28 of Chapter 1665 of the Public Laws of 1945, approved April 27, 1945, the City Controller is hereby authorized and directed to establish in the accounts for the year ending September 30, 1962, a specific purpose account to be known as "Reserve for Revenue for Extraordinary Expenditures of the Year 1961-1962". Said account shall be established by charging to the account entitled "Current Year Surplus" of the accounts of 1960-1961, an amount equal to any credit balance existing in said Current Year Surplus Account at the close of the fiscal year. After completion of the above transfer, the account entitled "Reserve for Revenue for Extraordinary Expenditures of the year 1961-1962" shall be carried over to the books of account for the year 1961-1962 with an open credit balance equal to the amount of the transfer.

From time to time during the year ending September 30, 1962, the City Council, when necessary, may direct the City Controller and the City Treasurer to pay out of General Fund cash the total or any part of the then credit balance existing in the ^{account (Rev.)} amount entitled "Reserve for Revenue for Extraordinary Expenditures of the year 1961-1962", each such payment shall be charged to said account and shall immediately be paid over to the City Collector as a receipt account, and when so received by him, shall be credited to a receipt account to be entitled "Receipts for Extraordinary Expenditures of the Year 1961-1962". The City Controller and the City Treasurer are hereby authorized and directed to pay out of General Fund Cash, the total of any balance remaining in the "Reserve for Revenue for Extraordinary Expenditures of the Year 1960-1961" and such payment shall be charged to said account and paid over to the City Collector as a receipt to "Receipts for Extraordinary Expenditures of the Year 1960-1961". The estimated "Receipts for Extraordinary Expenditures of the Year 1960-1961" are hereby increased by an amount that will make such estimate

RESOLUTION
OF THE
CITY COUNCIL

The City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 2

equal to the actual "Receipts for Extraordinary Expenditures
of the Year 1960-1961".

IN CITY COUNCIL

SEP 7 - 1961

READ and PASSED

Edward P. Hughes
.....
President
N. E. ...
.....
Clerk

APPROVED

SEP 8 - 1961

W. B. ...
.....
MAYOR

No.

CHAPTER

AN ORDINANCE

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 471

Approved September 8, 1961

Resolved,

That the following taxpayer be refunded the amount specified because of overpayment of the 1960 tax to the City Collector.

Code #01-015-300
Mollie Abrams
630 Elmgrove Ave.
Providence, R. I.

Amount of 1960 tax	\$1321.32
Amt. paid 10/27/60 J Teller	330.34
Amt. paid 1/5/61 J Teller	330.33
Amt. paid 4/24/61 D Teller	330.33
Amt. paid 6/12/61 P Teller	216.26
Amt. paid 6/27/61 D Teller	114.06
Amt. paid 8/8/61 P Teller	114.06
Amount overpaid, Cert. Q-6309	114.06

Refund \$114.06 to Mollie Abrams, 630 Elmgrove Ave. Prov., R. I.

IN CITY COUNCIL

SEP 7 - 1961

READ and PASSED

Edward J. Dwyer
President
Robert H. Law
Clerk

APPROVED

SEP 8 - 1961

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Mr. Waples, by request

Aug 31 2 20 PM '61
CITY CLERK'S OFFICE
PROVIDENCE, R.I.