

The City of Providence

3

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 1854

No. 378 AN ORDINANCE AMENDING THE APPROPRIATION ORDINANCE
CHAPTER 1788, BY APPROPRIATING THE SUM OF TWO HUNDRED FIFTY
(\$250.00) DOLLARS TO THE SPECIAL CITY COUNCIL COMMITTEE FOR
CELEBRATION OF MEMORIAL DAY 1967.

Approved May 22, 1967

Be it ordained by the City of Providence:

SECTION 1. Chapter 1788 of the Ordinances of the City
of Providence as approved September 26, 1966, and entitled: "An Ord-
inance Making Appropriation of \$47,405,335.25 for the Support of the
City Government for the Fiscal Year Ending September 30, 1967", as
amended, is hereby further amended by appropriating the sum of Two
Hundred Fifty (\$250.00) Dollars to the SPECIAL CITY COUNCIL COMMITTEE
FOR CELEBRATION OF MEMORIAL DAY 1967.

SECTION 2. The said sum of Two Hundred Fifty (\$250.00)
Dollars as hereby appropriated shall be charged to the General Fund
from Funds Not Otherwise Appropriated.

SECTION 3. This Ordinance shall take effect upon its
passage.

IN CITY
COUNCIL

MAY 5 - 1967
FIRST READING
READ AND PASSED

William H. Matthews
CLERK

APPROVED

MAY 22 1967

Joseph A. Parley
MAYOR

IN CITY
COUNCIL

MAY 18 1967

FINAL READING
READ AND PASSED

Samuel J. Boyle
PRESIDENT

William H. Matthews
ACTING CLERK

No.

CHAPTER
AN ORDINANCE

IN CITY
COUNCIL

APR 20 1967

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Vincent Vespia
CLERK

THE COMMITTEE ON
FINANCE

Approves Passage of
The Within Ordinance

Vincent Vespia
4-25-67 *Clark*

Councilman Disaturo

IN
C

MAY 5 1967

F
READ

CLERK

IN CITY
COUNCIL

MAY 5 1967

FIRST READING
READ AND PASSED

Vincent Vespia

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 1855

No. 379 **AN ORDINANCE** IN AMENDMENT OF AND IN ADDITION TO
2.2. CHAPTER 1798⁷ OF THE ORDINANCES OF THE CITY OF PROVIDENCE,
APPROVED NOVEMBER 7, 1966, AND ENTITLED "AN ORDINANCE AP-
PROVING AND ADOPTING THE OFFICIAL REDEVELOPMENT PLAN FOR
THE EAST SIDE PROJECT NO. R. I. R-4, AS AMENDED BY CHAPTER
1841 OF THE ORDINANCES OF THE CITY OF PROVIDENCE APPROVED
April 11, 1967"

Approved May 22, 1967

Be it ordained by the City of Providence:

SEC. 1. That Chapter 1798⁷ of the Ordinances of the City of Providence, 2.2.
approved November 7, 1966, and entitled, "An Ordinance Approving and Adopting
the Official Redevelopment Plan for the East Side Project No. R. I. R-4, As
Amended by Chapter 1841 of the Ordinances of the City of Providence Approved
April 11, 1967," be and is hereby amended as follows:

A. That Section C. 2. as set forth at page 23 of the booklet,
entitled "East Side Renewal Project No. R. I. R-4, Official Redevelopment Plan,"
referred to in paragraph 10 of the aforementioned Chapter 1798⁷ of the Ordinances 2.2.
of the City of Providence, approved November 7, 1966, be and the same is hereby
deleted.

B. That Section VI as set forth at page 35 of the booklet, en-
titled "East Side Renewal Project No. R. I. R-4, Official Redevelopment Plan,"
referred to in paragraph 10 of the aforementioned Chapter 1798⁷ of the Ordinances 2.2.
of the City of Providence, approved November 7, 1966, be and the same is hereby
amended by deleting the period after the word "assert" and substituting a comma
therefor and by adding the following:

"provided, however, that no change in any basic element of the
Plan shall be made without the prior approval of the Secretary
of the Department of Housing and Urban Development and shall
be conditioned by the securing of an agreement to the change
from all affected redevelopers. The term "basic element" shall
mean any material change in any of the elements of the Plan."

C. The following paragraphs shall be added between paragraph
numbered 13 and paragraph numbered 14 of Chapter 1797 of the Ordinances of the
City of Providence approved November 7, 1966:

No.

CHAPTER

AN ORDINANCE IN AMENDMENT OF AND IN ADDITION TO CHAPTER 1798 OF THE ORDINANCES OF THE CITY OF PROVIDENCE, APPROVED NOVEMBER 7, 1966, AND ENTITLED "AN ORDINANCE APPROVING AND ADOPTING THE OFFICIAL REDEVELOPMENT PLAN FOR THE EAST SIDE PROJECT NO. R.I. R-4, AS AMENDED BY CHAPTER 1841 OF THE ORDINANCES OF THE CITY OF PROVIDENCE APPROVED APRIL 11, 1967"

The City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Page 2

"13 A. It is hereby found and determined that the Official Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and facilities as may be desirable for neighborhood improvement with special consideration for health, safety and the welfare of children residing in the general vicinity of the site covered by said Plan."

"13 B. It is hereby found and determined that there are educational institutions and a hospital located in or near the area covered by the Plan, and it is further found and determined that in addition to the elimination of slums and blight from such area, the undertaking of the Redevelopment Plan in such area will further promote the public welfare and the proper development of the community (1) by making land in such area available for disposition, for uses in accordance with the Official Redevelopment Plan, to such educational institutions or hospital for redevelopment in accordance with the use or uses specified in the Official Redevelopment Plan, (2) by providing, through the redevelopment of the area in accordance with the Official Redevelopment Plan, a cohesive neighborhood environment compatible with the functions and needs of such educational institutions or hospital, or (3) by any combination of the foregoing."

"13 C. It is hereby further found and determined that consideration has been given in the Official Redevelopment Plan for the project area to the development of a sewer system to serve the project area which will, to the maximum extent feasible, provide for effective control of storm and sanitary wastes."

Sec. 2. That Chapter 1797 of the Ordinances of the City of Providence, as amended, be and the same is hereby ratified and confirmed in all other respects.

Sec. 3. That this ordinance shall take effect upon its passage, and all ordinances or parts of ordinances inconsistent herewith, be and the same are hereby repealed. The City Clerk is hereby authorized and directed to forward a certified copy of this ordinance to the Providence Redevelopment Agency.

IN CITY COUNCIL

MAY 5 - 1967

First Reading Read and Passed URBAN REDEVELOPMENT
Referred to Committee on RENEWAL & PLANNING

Vincent Desjardis
Clerk

APPROVED

MAY 9 2 1967

Joseph A. Darby Jr.
MAYOR

**IN CITY
COUNCIL**

MAY 18 1967

FINAL READING
READ AND PASSED

Russell J. Boyle
PRESIDENT
William H. Matthews
ACTING CLERK

No.

CHAPTER

AN ORDINANCE

FILED

MAY 1 5 47 PM '67

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

THE COMMITTEE ON
URBAN REDEVELOPMENT
.....RENEWAL & PLANNING.....
Approved Passage of
The Within Ordinance

.....
5-12-67 Chairman

Councilmen Mc Nutty and Piscaturo, by request

COOPERATION AGREEMENT

between

CITY OF PROVIDENCE

and

PROVIDENCE REDEVELOPMENT AGENCY

THIS COOPERATION AGREEMENT, entered into as of the day of 1967, by and between the City of Providence, hereinafter designated as the "City," and the Providence Redevelopment Agency, hereinafter designated and referred to as the "Agency."

WITNESSETH THAT:

WHEREAS, the Agency with the cooperation of the City, will undertake, develop and carry out an urban renewal project known as the East Side Renewal Project No. R. I. R-4, which is described in Exhibit "A" attached hereto and herein called the "Project":

WHEREAS, federal financial assistance to such Project will be provided under and by virtue of the provisions of Title I of the Housing Act of 1949, as amended; and

WHEREAS, the City will also provide financial aid and cooperate with the Agency by making local grants-in-aid required under said Title I of the Housing Act of 1949, as amended; and

WHEREAS, the Agency has made application to the Secretary of the Department of Housing and Urban Development for loan and capital grant funds for the said Project; and pursuant to such application, the Agency proposes to enter into a Loan and Capital Grant Contract with the Secretary of the Department of Housing and Urban Development for federal financial assistance under said Title I of the Housing Act of 1949, as amended, for the purpose of carrying out the said Project; and

WHEREAS, as a prerequisite to said Loan and Capital Grant Contract, the Secretary of the Department of Housing and Urban Development requires assurances that local grants-in-aid will be provided equal to one-fourth of the net cost of said Project; and

WHEREAS, the City will be required to furnish grants-in-aid as hereinafter estimated.

NOW, THEREFORE, in consideration of the benefits to accrue to the City and its citizens from the Project and of the mutual covenants hereinafter set forth, the City and the Agency hereby agree as follows:

1. In order to assist the Agency in undertaking said Project, the City hereby agrees to make the following grants-in-aid:

- a. The City will pay to the Agency from time to time as requested by the Agency the total sum of \$4,578,664.00 in cash, but in no event later than the execution date of the Loan and Grant contract between the Providence Redevelopment Agency and the Secretary of the Department of Housing and Urban Development.
 - b. The City will construct or cause to be constructed, in accordance with a schedule mutually agreeable to the City and the Agency, such improvements consisting of bridging and street work in the Project, the cost of which is presently estimated to be \$1,113,733. and shall be credited with a portion of the actual cost determined by the Secretary of the Department of Housing and Urban Development, which portion is presently estimated to be \$514,320.00.
 - c. The City will construct or cause to be constructed, in accordance with a schedule mutually agreeable to the City and the Agency, such public facilities consisting of a library, a swimming pool, a playlot, playgrounds, boundary streets, and flood protection works, in or serving the Project, and shall be credited with a portion, as determined by the Secretary of the Department of Housing and Urban Development, of the actual cost of constructing such facilities, which portion is currently estimated to be \$827,530.00.
 - d. The City agrees to donate to the Agency, the parcels of land it owns in the project area which are designated for acquisition. Such parcels are described on Exhibit B, which is attached hereto and made a part hereof. The City will receive credit for the value of such land, as determined by the Secretary of the Department of Housing and Urban Development. Such credit, presently estimated to be \$426,400.00, shall be considered as part of the grants-in-aid made by the City in connection with this Project.
2. The City agrees to purchase at fair value, as determined by the Secretary of the Department of Housing and Urban Development, those parcels to be utilized for widening boundary rights-of-way, which value is presently estimated to be \$29,356.00.
 3. The City agrees to purchase, from the Agency those parcels designated for public improvement in accordance with the Urban Renewal Plan, at fair value, as determined by the Secretary of the Department of Housing and Urban Development, and as soon as such parcels are ready for redevelopment, the City will redevelop such parcels in accordance with said plan by constructing thereon, such public facilities. The City further agrees to initiate, commence and place under construction all other work and improvements to be undertaken by it as required hereunder at such times as shall be coincident with construction and progress of the entire Project. The City agrees that all improvements and facilities placed under construction and work commenced and initiated for the Project shall be completed within a reasonable time after the commencement thereof. The City agrees to perform any and all other matters required of it under this Agreement at such times as the need for same shall arise, upon request from the Agency.
 4. Any sums payable by either party to the other shall not bear any interest.
 5. This Agreement may be amended from time to time by mutual agreement of the parties hereto.

6. Contributions toward the requirement of non-cash grants-in-aid for this Project which exceed the obligation of the City hereunder, will be credited toward the reduction of the estimated cash contribution of the City with respect to this Project or credited to other projects, as may be determined by the Agency.
7. It is understood and agreed that the obligation hereunder is to make cash or non-cash grants-in-aid in a total amount equal to one-fourth of the total actual net cost of the Project, and that amounts payable by the City to the Agency as hereinabove set forth are based on estimates and that if the total actual net cost of the Project (as determined by the Agency in accordance with its contract with the federal government) is greater or less than the total estimated net cost of the Project, the amount of the contributions to be made by the City to the Agency shall be proportionately adjusted.
8. It is further understood and agreed by and between the parties hereto, that if at any time during the course of the execution of the Project, it appears, as a result of revised estimates of project costs approved by the Secretary of the Department of Housing and Urban Development, that the local grants-in-aid will be higher than that shown in the previous approved estimate, the City shall promptly pay to the Agency such amounts of cash as, together with all local grants-in-aid to the Project, otherwise provided, shall equal one-fourth of such approved net project cost.
9. In the event the City of Providence requests, and the urban renewal agency agrees to issue notes, for the purpose of providing the necessary cash grants-in-aid to the project, the City of Providence agrees to guaranty the payment of principal and interest thereon and further agrees to bear all costs involved in the transaction including principal, interest, legal fees, paying agent fees and all others arising therefrom and further agrees to make payments to the Agency at such appropriate times as to enable the Agency to make timely payments in connection with this obligation.
10. It is further understood and agreed by and between the parties hereto that if the City's estimated one-fourth cash local grant-in-aid exceeds the actual local share of the net cost required, the excess shall be considered a non-interest bearing loan to the Agency and the Agency agrees to return said excess to the City.
11. It is further understood that the parties recognize that Title VI of the Civil Rights Act of 1964 and the regulations and policies of the Department of Housing and Urban Development effectuating the Title prohibit discrimination on the ground of race, color, or national origin in the policies, practices and uses of the public facilities proposed for credit to the locality's share of the cost of an urban renewal project receiving financial assistance from the United States. The City of Providence covenants that the public facilities herein proposed as local grants-in-aid will be available to and serve all persons without regard to race, color, or national origin. Without being by way of

limitation, it is the intention of the parties that this anti-discrimination covenant shall accrue to the benefit of the United States and the Secretary of the Department of Housing and Urban Development.

IN WITNESS WHEREOF, the City of Providence and the Providence Redevelopment Agency have caused this Cooperation Agreement to be duly signed and executed as of the day and year first above written.

WITNESS:

CITY OF PROVIDENCE

Mayor

WITNESS:

PROVIDENCE REDEVELOPMENT AGENCY

Chairman

EAST SIDE PROJECT NO. R. I. R-4
City of Providence, Rhode Island

DESCRIPTION OF BOUNDARIES

Beginning at the intersection of the easterly line of Gano Street and the northerly line of East George Street;

Thence, running southerly along said easterly line of Gano Street to its intersection with the state highway line as shown on Plat 1379;

Thence, running westerly along said highway line to its intersection with the easterly line of Ives Street;

Thence, running southerly along said easterly line of Ives Street to its intersection with the northerly line of George M. Cohan Boulevard;

Thence, running westerly along said northerly line of George M. Cohan Boulevard to its intersection with the centerline of Traverse Street;

Thence, running southerly along said centerline of Traverse Street to its intersection with the centerline of the Fox Point Hurricane Barrier embankment;

Thence, running southwesterly along said Fox Point Hurricane Barrier embankment centerline to its intersection with the easterly shore line of the Providence River;

Thence, running northwesterly along said Providence River shore line to its intersection with the southerly line of Crawford Street;

Thence, running westerly along said southerly line of Crawford Street to its intersection with the westerly shore line of said Providence River;

Thence, running northwesterly across Dyer Street to the intersection of the westerly line of said Dyer Street to the southerly line of Custom House Street;

Thence, running northerly in part along said southerly line of Dyer Street and in part along the westerly line of Market Square to its intersection with the westerly line of Canal Street;

Thence, running northerly along said westerly line of Canal Street to its intersection with the southerly line of Smith Street;

Thence, running westerly along said southerly line of Smith Street to its intersection with the westerly line of the New York, New Haven, and Hartford Railroad;

Thence, running northerly along said westerly line of the New York, New Haven, and Hartford Railroad to its intersection with the northerly line of Smith Street;

Thence, running easterly along said northerly Smith Street line to its intersection with the easterly line of the New York, New Haven, and Hartford Railroad;

Thence, running northerly along said easterly line of the New York, New Haven, and Hartford Railroad to its intersection with the easterly highway line of Route I-95;

Thence, running northerly along said easterly highway line of Route I-95 to the northeasterly line of Branch Avenue;

Thence, running southerly along said northeasterly line of Branch Avenue to the easterly line of North Main Street;

Thence, running southerly along said easterly line of North Main Street to its intersection with the northerly line of Doyle Avenue;

Thence, running southwesterly across said North Main Street to the intersection of the southeasterly line of Randall Street and the westerly line of Captain J. Carleton Davis Memorial Boulevard;

Thence, running southerly along said westerly line of Davis Boulevard to its intersection with the projected centerline of Olney Street;

Thence, running easterly along said centerline of Olney Street to its intersection with the projected easterly line of Brown Street;

Thence, running southerly along said easterly line of Brown Street to the southerly line of Halsey Street;

Thence, running westerly along said southerly line of Halsey Street to its intersection with the easterly line of Congdon Street;

Thence, running along said easterly line of Congdon Street to its intersection with the northerly line of Meeting Street;

Thence, running easterly along said northerly line of Meeting Street to a point opposite the projection of the easterly line of lot 639 on Assessor's Plat 10;

Thence, running southerly along said easterly line of Lot 639 and the easterly line of De Foe Place to the southerly line of Angell Street;

Thence, running westerly along said southerly line of Angell Street to its intersection with the easterly line of Benefit Street;

Thence, running southerly along said easterly line of Benefit Street to its intersection with the northerly line of John Street;

Thence, running easterly along said northerly line of John Street to its intersection with the westerly line of Thayer Street;

Thence, running northerly along said westerly line of Thayer Street to the northerly line of Williams Street;

Thence, running easterly along said northerly line of Williams Street to its intersection with the westerly line of Governor Street;

Thence, running northerly along said westerly line of Governor Street to the northerly line of Preston Street;

Thence, running easterly along said northerly line of Preston Street to its intersection with the westerly line of Ives Street;

Thence, running northerly along said westerly line of Ives Street to the northerly line of East George Street;

Thence, running easterly along said northerly line of East George Street to the easterly line of Gano, said point also being the point and place of beginning.

EXHIBIT B

To

COOPERATION AGREEMENT

between

CITY OF PROVIDENCE

and

PROVIDENCE REDEVELOPMENT AGENCY

Parcel A

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the north-erly side of Industrial Drive, bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described, said parcel being Lot 609 on Plat 2 as shown on the Records of the Tax Assessor for the City of Providence.

Thence, running southwesterly and curving to the right, a distance of Nineteen and 67/100 (19.67') feet, more or less, to a point;

Thence, continuing southwesterly a distance of One Hundred Eighty-one and 97/100 (181.97') feet, more or less, to a point;

Thence, turning and running westerly a distance of One Hundred Ninety-Three and 38/100 (193.38') feet, more or less, to a point;

Thence, running westerly to a point;

Thence, turning and running northeasterly a distance of One Hundred Ninety-seven and 24/100 (197.24') feet, more or less, to a point;

Thence, turning and running northwesterly a distance of Fifty-Nine and 04/100 (59.04') feet, more or less, to a point;

Thence, turning and running southeasterly a distance of Twenty and 57/100 (20.57') feet, more or less, to a point;

Thence, turning and running southeasterly a distance of seventy and 99/100 (70.99') feet, more or less, to a point;

Thence, turning and running southeasterly a distance of Forty-One and 17/100 (41.17') feet, more or less, to a point;

Thence, turning and running northeasterly a distance of Sixty Nine and 73/100 (69.73') feet, more or less, to a point;

Thence, turning and running southeasterly a distance of Forty and 00/100 (40.00') feet, more or less, to a point;

Thence, turning and running northeasterly a distance of Forty and 03/100 (40.03') feet, more or less, to a point;

Thence, turning and running easterly a distance of Eighty and 00/100 (80.00') feet, more or less, to a point;

Thence, turning and running northwesterly a distance of Thirty-Six and 00/100 (36.00') feet, more or less, to a point;

Thence, turning and running easterly One Hundred Sixty-One and 65/100 (161.65') feet, more or less to a point;

Thence, turning and running southerly a distance of Sixty-Two and 57/100 (62.57') feet, more or less, to a point;

Thence, turning and running easterly a distance of Eighty-Nine and 45/100 (89.45') feet, more or less, to a point and place of beginning.

The above described parcel contains Thirty Seven Thousand Three Hundred Seventy Three (37,373 sq. ft.) square feet of land, more or less.

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the southerly side of Industrial Drive, bounded and described as follows:

Beginning at a point said point being the northeasterly corner of Assessor's Lot 603, Assessor's Plat 2 on the Records of the Tax Assessor for the City of Providence.

Thence, running southerly a distance of Fourteen and 29/100 (14.29') feet, more or less, to a point;

Thence, turning and running southwesterly a distance of Two Hundred Twenty Six and 90/100 (226.90') feet, more or less, to a point;

Thence, turning and running westerly a distance of Forty and 00/100 (40.00') feet, more or less, to a point;

Thence, turning and running southerly a distance of Eleven and 20/100 (11.20') feet, more or less, to a point;

Thence, turning and running southwesterly a distance of Seventy-Two and 36/100 (72.36') feet, more or less to a point;

Thence, turning and running southerly a distance of Fifty-Seven and 00/100 (57.00') feet, more or less, to a point;

Thence, turning and running westerly a distance of Forty-Six and 15/100 (46.15') feet, more or less, to a point;

Thence, turning and running northwesterly
to a point;

Thence, turning and running easterly to a point;

Thence, continuing easterly a distance of Two-Hundred Five and 60/100 (205.60') feet, more or less, to a point;

Thence, running easterly a distance of One Hundred Eighteen and 76/100 (118.76') feet, more or less, to a point and place of beginning.

The above described parcel of land contains Sixteen Thousand Five Hundred Thirty Seven (16,537 sq. ft.) square feet of land, more or less.

PARCEL B

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the west-
erly side of Randall Street, bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described said parcel being Lot 8 on Plat 2 as shown on the Records of the Tax Assessor for the City of Providence;

Thence, running southeasterly a distance of Sixteen and 14/100 (16.14') feet, more or less, to a point;

Thence, turning and running southwesterly to a point;

Thence, turning and running northwesterly to a point and place of beginning.

The above described parcel contains One Hundred Thirteen (113.00 square feet) square feet of land, more or less.

PARCEL C

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the westerly side of Printery Street, bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described, said parcel being Lot 254, Assessor's Plat 2 as shown on the Records of the Tax Assessor for the City of Providence;

Thence, running southerly a distance of Forty-Four and 78/100 (44.78') feet, more or less to a point;

Thence, turning and running westerly a distance of Fifty-Three and 00/100 (53.00') feet, more or less to a point;

Thence, turning and running northerly along a river to Pettis Street a distance of Forty and 00/100 (40.00') feet, more or less to a point;

Thence, turning and running easterly a distance of Forty Five and 00/100 (45.00') feet, more or less, to a point and place of beginning.

Said tract herein described contains Two Thousand Fifty Three (2,053 square feet) square feet of land, more or less.

PARCEL D

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the easterly side of Printery Street, bounded and described as follows:

Beginning at the northeasterly corner of Assessor's Lot 399 on Plat 2 as shown on the Records of the Tax Assessor for the City of Providence.

Thence, running southerly to a point;

Thence, turning and running westerly a distance of Eighty-Five and 82/100 (85.82') feet, more or less to a point;

Thence, turning and running northerly a distance of Forty and 00/100 (40.00') feet, more or less, to a point;

Thence, turning and running easterly a distance of Eighty-Two and 07/100 (82.07') feet, more or less, to a point and place of beginning.

Said tract herein described contains Three Thousand Three Hundred Fifty Eight (3,358 square feet) square feet of land, more or less.

PARCEL E

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the easterly side of Charles Street, bounded and described as follows:

Beginning at the northwesterly corner of the parcel herein described, said parcel being Lot 297 on Plat 3 as shown on the Records of the Tax Assessor for the City of Providence;

Thence, running easterly a distance of Thirty Two and 42/100 (32.42') feet, more or less, to a point;

Thence, turning and running southerly a distance of Thirty Three and 46/100 (33.46') feet, more or less, to a point;

Thence, turning and running westerly to a point;

Thence, turning and running northerly to the point and place of beginning.

The above described parcel contains One Thousand One Hundred Seventy Two (1,172 square feet) square feet of land, more or less.

PARCEL F

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the easterly side of Quaid Street, bounded and described as follows:

Beginning at the southerly corner of the parcel herein described, said parcel being Lot 10 on Plat 3 as shown on the Records of the Tax Assessor for the City of Providence.

Thence, running northerly a distance of Eighty and 00/100 (80.00') feet, more or less, to a point;

Thence, turning and running northeasterly a distance of Eighty Three and 28/100 (83.28') feet, more or less to a point;

Thence, turning and running southerly to a point;

Thence, turning and running southerly a distance of Thirty Two and 25/100 (32.25') feet, more or less, to a point;

Thence, turning and running westerly a distance of One Hundre and 00/100 (100.00') feet, more or less, to the point and place of beginning.

The above described parcel contains Seven Thousand Six Hundred square feet (7,600 sq. ft.) of land, more or less.

PARCEL G

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the northerly side of Babbitt Street, bounded and described as follows:

Beginning at the northwesterly corner of the parcel herein described, said parcel being Lot 119 on Plat 3 as shown on the Records of the Tax Assessor for the City of Providence.

Thence, turning and running easterly a distance of One Hundred Fifty Four and 47/100 (154.47') feet, more or less, to a point;

Thence, turning and running southeasterly a distance of One Hundred Ninety One and 70/100 (191.70') feet, more or less, to a point;

Thence, turning and running westerly a distance of Two Hundred Twenty and 43/100 (220.43') feet, more or less to a point;

Thence, turning and running northerly a distance of One Hundred Eighty and 00/100 (180.00') feet, more or less, to the point and place of beginning.

The above described parcel contains Thirty Three Thousand Seven Hundred Forty One Sq. Ft.) Square feet of land, more or less.

PARCEL H

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the East-erly side of Benefit Street, bounded and described as follows:

Beginning at the northwesterly corner of the parcel herein described, said parcel being Lot 141 on Plat 10 as shown on the Records of the Tax Assessor of the City of Providence.

Thence, running easterly a distance of One Hundred Forty Five and 00/100 (145.00') feet, more or less, to a point;

Thence, turning and running northerly a distance of Sixty and 30/100 (60.30') feet, more or less, to a point;

Thence, turning and running easterly a distance of Fifty Seven and 00/100 (57.00') feet, more or less, to a point;

Thence, turning and running southerly to a point;

Thence, turning and running westerly a distance of One Hundred Eighty Seven and 39/100 (187.39') feet, more or less to a point;

Thence, turning and running northerly to the point and place of beginning.

The above described parcel contains Twenty Three Thousand One Hundred Forty Five (23,145 sq. ft.) square feet of land, more or less.

PARCEL I

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the westerly side of North Main Street, bounded and described as follows:

Beginning at the southeasterly corner of the parcel herein described, said parcel being Lot 5 on Plat 10 as shown on the Records of the Tax Assessor for the City of Providence;

Thence, running northerly a distance of One Hundred Seventeen and 76/100 (117.76') feet, more or less, to a point;

Thence, turning and running westerly a distance of Forty Eight and 70/100 (48.70') feet, more or less, to a point;

Thence, turning and running southerly a distance of one and 50/100 (1.50') feet, more or less, to a point.

Thence, turning and running westerly a distance of Twenty One and 48/100 (21.48') feet, more or less, to a point;

Thence, turning and running southerly a distance of One Hundred nineteen and 82/100 (119.82') feet, more or less to a point;

Thence, turning and running easterly a distance of Seventy Three and 00/100 (73.00') feet, more or less to the point and place of beginning.

The above parcel described contains Eight Thousand Four Hundred Fifty Seven (8,457 sq. ft.) square feet of land, more or less.

PARCEL J

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the westerly side of North Main Street, bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described, said parcel being Lot 10 on Plat 10 as shown on the Records of the Tax Assessor of the City of Providence.

Thence, running southerly a distance of Ninety Eight and 90/100 (98.90') feet, more or less, to a point;

Thence, turning and running westerly a distance of Seventy Three and 00/100 (73.00') feet, more or less, to a point;

Thence, turning and running northerly a distance of Forty Six and 75/100 (46.75') feet, more or less to a point;

Thence, turning and running easterly a distance of one and 49/100 (1.49') feet, more or less, to a points;

Thence, turning and running northerly a distance of Fifty Two and 37/100 (52.37') feet, more or less, to a point;

Thence, turning and running easterly a distance of Seventy Three and 76/100 (73.76') feet, more or less, to the point and place of beginning.

The above described parcel contains Seven Thousand Two Hundred Sixty Three (7,263 square feet) square feet of land, more or less.

PARCEL K

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the easterly side of South Main Street, bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described, said parcel being Lot 32 on Plat 16 as shown on the Records of the Tax Assessor for the City of Providence;

Thence, running easterly a distance of Forty Five and 30/100 (45.30') feet, more or less to a point;

Thence, turning and running southeasterly to a point;

Thence, turning and running southwesterly a distance of Forty Five and 00/100 (45.00') feet, more or less, to a point;

Thence, turning and running northwesterly to the point and place of beginning.

The above described parcel contains Two Thousand One Hundred Fifty (2,150 square feet) square feet of land, more or less.

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the northerly side and Pioneer Lane, bounded and described as follows:

Beginning at the northwesterly corner of the parcel herein described, said parcel being Lot 83 on Plat 16 as shown on the Records of the Tax Assessor for the City of Providence;

Thence, running northeasterly a distance of Fifty Five and 26/100 (55.26') feet, more or less, to a point;

Thence, turning and running southeasterly to a point;

Thence, turning and running southwesterly a distance of Fifty Four and 57/100 (54.57') feet, more or less to a point;

Thence, turning and running northwesterly to the Point and place of beginning.

The above described parcel contains One Thousand Two Hundred Sixty Five (1,265 square feet) square feet of land, more or less.

PARCEL L

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the westerly side and South Main Street, bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described, said parcel being Lot 32 on Plat 16; as shown on the Records of the Tax Assessor for the City of Providence;

Thence, running southeasterly a distance of Forty Eight and 21/100 (48.21') feet more or less, to a point;

Thence, turning and running southwesterly to a point;

Thence, turning and running northwesterly a distance of Forty Eight and 02/100 (48.02') feet, more or less, to a point;

Thence, turning and running northeasterly to the point and place of beginning.

The above described parcel contains Three Thousand Eight Hundred Twenty Three (3,823 square feet) square feet of land, more or less.

PARCEL M

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the westerly side of Ives Street, bounded and described as follows:

Beginning at the northeasterly corner of the parcel herein described, said parcel being Lot 396 on Plat 14 as shown on the Records of the Tax Assessor for the City of Providence;

Thence, running southerly a distance of One Hundred Ten and 00/100 (110.00') feet, more or less, to a point;

Thence, turning and running westerly a distance of One Hundred Twenty and 85/100 (120.85') feet, more or less to a point;

Thence, turning and running northerly a distance of One Hundred Ten and 00/100 (110.00') feet, more or less, to a point;

Thence, turning and running easterly a distance of One Hundred Twenty and 85/100 (120.85') feet, more or less to a point and place of beginning.

Said tract herein described contains thirteen thousand, Two Hundred Ninety Four (13,294) square feet of land, more or less.

PARCEL N

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the westerly side of South Water Street, bounded and described as follows:

Beginning at the northwesterly corner of the parcel herein described, said parcel being Lot 2 on Plat 18 as shown on the Records of the Tax Assessor for the City of Providence.

Thence, running easterly a distance of Ninety and 79/100 (90.79') feet, more or less, to a point;

Thence, turning and running southeasterly a distance of Twenty-Five and 72/100 (25.72') feet, more or less, to a point;

Thence, turning and running southwesterly a distance of Ninety-Eight and 06/100 (98.06') feet, more or less, to a point;

Thence, turning and running northwesterly to a point and place of beginning.

Said tract herein described contains Four Thousand Three Hundred Sixty (4,360) square feet of land, more or less.

PARCEL O

That certain tract of land with all buildings or portions thereof thereon situated in the City of Providence, State of Rhode Island, located on the northerly side of Wickenden Street, bounded and described as follows:

Beginning at the southwesterly corner of the parcel herein described, said parcel being Lot 471 on Plat 16 as shown on the Records of the Tax Assessor for the City of Providence.

Thence, running northerly a distance of Seventy Two and 01/100 (72.01') feet, more or less, to a point;

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 380

Approved May 22, 1967

RESOLVED, That, all departmental heads of the City of Providence are authorized to permit leaves of absence, without loss of salary or other authorized benefits, for employees within their respective departments, who served in the armed forces of the United States of America and have been honorably discharged, are members in good standing of veterans organizations chartered by the Congress of the United States of America, and who desire to attend one of their respective national conventions,

BE IT FURTHER RESOLVED, that a Special Committee consisting of Three Members of the City Council is created, its members to be appointed by the President of the City Council, for the purpose of verifying the service, honorable discharge and membership in good standing in said veterans organizations and to further determine and to grant reasonable travel time to and from the respective Cities wherein said national conventions are scheduled to be held.

IN CITY COUNCIL

MAY 18 1967

READ and PASSED

President

Clerk

APPROVED

MAY 22 1967

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilman W. Murphy

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 381

Approved May 22, 1967

RESOLVED, That the accompanying petition of Michael A. Gammino Realty Co. for permission to sandblast portions of the exterior of the building located at 140 Prospect Street Plat 9 Lot 282, is granted; the same having been approved by the Director of the Department of Building Inspection.

IN CITY COUNCIL

MAY 18 1967

READ and PASSED

President

ACTING Clerk

APPROVED

MAY 22 1967

MAYOR

RESOLUTION
OF THE
CITY COUNCIL

Councilmen Gorodetsky & Kelly, by Request.

• CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

For permission to Sandblast portions of the exterior of the building situated at 140 Prospect Street Plat # 9 Lot # 282.

Your petitioner being the sole owner of said property.

Said work to be performed during the normal work day-
No work to be performed on Sundays, Holidays or nights.

The aforementioned sandblasting is to be performed by the Eastern Construction Company, 121 Waldo Street, Providence, Rhode Island, which Company has on file with your petitioner the following certificates of insurance.

Workmens Compensation-Full coverage under the law.

Comprehensive Broad Form Liability as noted.

Bodily Injury(\$250,000 each person-\$500,000 each occurrence)

Property Damage(\$250,000 each Occurrence-\$500,000 aggregate)

Your petitioner hereby agrees to follow and adhere to any and all requirements or conditions your Honorable Body sets for the performance of this work.

Respectfully submitted,


Michael A. Gammino Realty Co.

by: 

President

Dated at Providence
May 9, 1967

Approved


Director, Dept. of Bldg. Inspection

RESOLUTION OF THE CITY COUNCIL

No. 382

Approved May 22, 1967

WHEREAS, there are presently located in the City of Providence certain structures which are in a dilapidated and deteriorated condition; and

WHEREAS, the City of Providence is vitally interested in the preservation and rehabilitation of neighborhoods throughout the City; and

WHEREAS, the demolition of certain of these structures will serve to promote the preservation and rehabilitation of these neighborhoods; and

WHEREAS, the owners of certain of these dilapidated and deteriorated structures are willing to convey title to these structures and to the land upon which they are located to the City of Providence without cost to the City; and

WHEREAS, by the acceptance of these deeds, the City of Providence will be enabled to demolish these structures with funds previously appropriated,

NOW, THEREFORE, BE IT RESOLVED, that the City of Providence hereby accepts deeds in fee simple to the land and buildings hereinafter described from the owners thereof:

1. Land and buildings located on the northerly side of Potters Avenue and the westerly side of Temple Street designated as Lot 46 on "Plot of House Lots Belonging to Heirs of Jonathan Salisbury, situated in Cranston, R. I., surveyed and platted May 1854, Replatted January 1856 by N. B. Schubarth", which said plat is recorded in the office of the Recorder of Deeds of said City of Providence in Plat Book 9 at page 18 and (copy) on plat card 245, conveyed to the City of Providence by Armand Procaccianti and wife Eve Procaccianti.

2. Land and buildings located on the westerly side of Plain Street bounded and described as follows:

RESOLUTION
OF THE
CITY COUNCIL

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No.

Approved

Beginning at a point in the westerly line of said Plain Street, 42.75 feet southerly from the southwesterly corner of Plain Street and Blackstone Street and at the southeasterly corner of land now or lately of Emanuele Abatantuono and wife; thence running southerly, bounding easterly on said Plain Street, 58.416 feet, more or less to land now or lately of Anthony-Arnold Investment Corp.; thence turning and running westerly, bounding southerly on said last named land to land now or lately of Daniel Brown and wife; thence turning and running northerly, bounding westerly on said Brown land, 46.90 feet to said Abatantuono land; thence turning and running easterly, bounding northerly on said Abatantuono land 104.95 feet, more or less to the point and place of beginning.

Said parcel comprises portions of Lots Numbered 210 and 211 on that certain plat entitled "Map No. 2 of land Belonging to Nancy K. Bishop, Surveyed and Drawn by W.S. Haines March 31, 1862", which said plat is recorded in the office of the Recorder of Deeds of said City of Providence, in Plat Book 10 at page 26 and (copy) on Plat Card 278, conveyed to the City of Providence by Armand Procaccianti and wife Eve Procaccianti.

IN CITY COUNCIL

APPROVED

MAY 18 1967

READ and PASSED

Russell Boyle
President

ACTIVE

Clerk

MAY 22 1967

Joseph A. Porley Jr.
MAYOR

FILED

MAY 8 3 28 PM '67

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

RESOLUTION
OF THE
CITY COUNCIL
ACCEPTING A DEED TO CERTAIN
REAL ESTATE.

Commissioner of the Public Works, by request

RESOLUTION OF THE CITY COUNCIL

No. 383

Approved May 22, 1967

WHEREAS under Title I of the Housing Act of 1949, as amended, the United States of America (herein called the "Government") has tendered to the City of Providence (herein called the "Local Public Agency") a proposed Demolition Grant Contract, pursuant to which the Government would extend certain Federal financial assistance to the Local Public Agency in connection with the demolition program described therein: and

WHEREAS under said proposed Contract it is required, among other things, that, with respect to said Program, the Local Public Agency will promptly set up a separate account designated "Demolition Account, Program No. R. I. M-2" into which shall be deposited certain funds described in said proposed Contract; and

WHEREAS the Local Public Agency has given due consideration to said proposed Contract; and

WHEREAS the Local Public Agency is duly authorized, under and pursuant to the Constitution and laws of the State of Rhode Island, to undertake and carry out said Program and to execute such proposed Contract:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROVIDENCE, RHODE ISLAND AS FOLLOWS:

Section 1. The proposed Contract, designated "Demolition Grant Contract No. R. I. M-2," providing for the making by the Government to the Local Public Agency of a Demolition Program Grant under Title I of the Housing Act of 1949, as amended, in connection with the program described therein and designated as Program No. R. I. M-2 is hereby in all respects approved.

Section 2. The City Clerk of the City of Providence, Rhode Island is hereby authorized and directed to impress and attest the official seal of the Local Public Agency on each such counterpart to forward such counterparts to the Department of Housing and Urban Development, together with such other documents relative to the approval and execution thereof as may be required by the Government.

Section 3. With respect to that certain program of the Local Public Agency designated Program No. R. I. M-2, there is hereby established a separate account, designated "Demolition Account, Program No. R. I. M-2. All funds which, by the terms of the Demolition Grant Contract, are required to be deposited in said Demolition Account shall be promptly deposited therein.

Section 4. The Director, Department of Building Inspection is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, in accordance with the Demolition Grant Contract, requesting payments to be made on account on the Demolition Program Grant provided for in the Demolition Grant Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Section 5. This Resolution shall take effect upon its passage.

IN CITY COUNCIL

MAY 18 1967

READ and PASSED

Thomas H. Boyle
President
William H. Matthews
ACTING Clerk

APPROVED

Joseph A. Parley Jr.
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

IN CITY
COUNCIL

APR 6 1967

FIRST READING
REFERRED TO COMMITTEE ON URBAN REDEVELOPMENT
RENEWAL & PLANNING

Vincent Vapio, CLERK

THE COMMITTEE ON
URBAN REDEVELOPMENT
RENEWAL & PLANNING
Approves Passage of
The Within Resolution

5-12-67 Chairman

Councilmen McNulty and Piscaturo - by request

FILED
MAR 24 9 51 AM '67
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Contract No. R.I. M-2

Demolition Program No. R.I. M-2

DEMOLITION GRANT CONTRACT

Between

CITY OF PROVIDENCE, RHODE ISLAND, Grantee

and

THE UNITED STATES OF AMERICA, Grantor

THIS AGREEMENT (herein called the "Contract"), made and entered into on the date hereinbelow specified, by and between City of Providence,
Rhode Island (herein called the "Grantee"), and the United States of America (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. Purpose of Contract. -- The purpose of this Contract is to provide for the undertaking by the Grantee of a program of demolition of structures which are unsound or unfit for human habitation, in a certain area or areas (herein called the "Demolition Area") in accordance with applicable State and local law, and to make available therefor Federal financial assistance to the Grantee in the form of a demolition grant (herein called the "grant") under Section 116 of the Housing Act of 1949, as amended, in accordance with the terms and conditions and the understandings of the parties as set forth herein.

SEC. 2. The Program. -- The Grantee agrees to initiate and carry out to completion in the Demolition Area a program (hereinafter called the "Demolition Program") for the demolition of structures which have been found under State or local law to be unsound or unfit for human habitation, and which constitute hazards to public health or welfare, as described in the Application and approved by the Government.

SEC. 3. Demolition Area. -- The Demolition Area is situated in Providence, Rhode Island and is described in Exhibit A, attached hereto and made a part hereof by reference.

SEC. 4. The Grant. -- The Government will make to the Grantee a grant for the Demolition Program in an amount equal to two-thirds of the net cost of demolition or \$ 37,905.00, whichever is less.

SEC. 5. Relocation Grant. --

(a) The Government further agrees to increase the grant otherwise payable to the Grantee pursuant to the provisions of Section 4 hereof in an amount equal to the relocation payments which are made by the Grantee in connection with the Demolition Program, in accordance with regulations prescribed by the Government: Provided, That the amount of such increase shall in no event exceed the sum of \$ 50,000.00.

(b) The Grantee agrees to make relocation payments to individuals, families, and business concerns in accordance with the relocation payment regulations.

(c) No part of the amount of the relocation payments provided for hereunder shall be included in computing the amount of the grant otherwise payable to the Grantee pursuant to the provisions of Section 4 hereof.

SEC. 6. Counterparts of the Contract. -- This Contract may be executed in any number of counterparts, each of which shall be deemed to be an

original, and such counterparts shall constitute one and the same instrument.

SEC. 7. Compensation to Government for Its Audits and Inspections. -- The Grantee will compensate the Government for its audits and inspections, provided for in Section 11 hereof, a fixed fee in the amount of \$ 1,058.00. The fixed fee shall be payable at the time the first requisition for a grant payment is approved, by the Government deducting the entire amount of the fixed fee from the first grant payment to the Grantee: Provided, That, in the event the amount authorized under Section 4 or Section 5 hereof is increased, the additional fixed fee payable thereby shall be deducted from the next grant payment made to the Grantee. No part of the fixed fee is refundable to the Grantee.

SEC. 8. Accomplishment of Program. -- The Grantee will commence and carry out the Demolition Program with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the Application and the provisions of this Contract, so that all demolition will be completed within 2 years from the date of notification by the Government of approval of the Application. Said term may be extended with the written consent of the Government. The Grantee will carry out the Demolition Program in compliance with all requirements imposed by, or pursuant to regulations effectuating, Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252), prohibiting discrimination against any person on the ground of race, color, or national origin.

SEC. 9. Payment of Grant. --

(a) Government's Obligation. -- The Government will make payments on account of the grant payable hereunder for the purpose of reimbursing the Grantee for the eligible costs of work completed under the authorized Demolition Program.

(b) Conditions Prerequisite to Payment of Grant. -- The Government may elect not to make the payments provided for herein:

(1) If the Grantee shall have made to the Government any misrepresentation of a material nature in the Application, or any supplement thereto or amendment thereof, or in this Contract, or in or with respect to any document furnished therewith or pursuant thereto;

(2) If the Grantee shall have failed to carry out its obligation to provide relocation assistance to individuals or families displaced as a result of demolition undertaken pursuant to the Demolition Program; or

(3) If the Grantee shall then be in default with respect to any of the provisions of this Contract theretofore to be complied with by it.

(c) Requisition for Grant Payment. -- The Grantee will file its requisition for payment of grant, including the increase provided for in Section 5 hereof, on a form or forms prescribed by the Government. Such requisition will be accompanied by evidence, satisfactory to the Government,

that the amount sought is reasonable, that the costs have been incurred in accordance with applicable requirements, and that all other available legal procedures to secure remedial action by the owners of the structures were exhausted prior to the determination that governmental action to demolish was required.

(d) Rights and Remedies Not Waived. -- In no event shall the making by the of any payment on account of the grant constitute or be construed as a waiver by the Government of any breach of covenant or any default which may then exist on the part of the Grantee, and the making of any such payment by the Government while any such breach or default shall exist shall in no wise impair or prejudice any right or remedy available to the Government in respect of such breach or default. The making by the Government of any grant payment shall in no case constitute a waiver of the right of the Government to obtain a refund if it is subsequently determined that an overpayment has been made.

SEC. 10. Accounts and Records. -- The Grantee will establish for the Demolition Program carried out under this Contract separate accounts to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Demolition Account". The Grantee will charge to the Demolition Account all eligible costs of the Demolition Program. Such costs will be supported by properly executed invoices, contracts, vouchers, payrolls, or other records evidencing in proper detail the nature and propriety of the charges.

SEC. 11. Information, Reports, and Inspections. -- The Government will at all times have free access to the accounts and records of the Grantee for purposes of auditing the Demolition Account and will have the right to require, as the Government may deem necessary, periodic reports or other information pertaining to the matters covered by this Contract.

SEC. 12. Determination of Net Cost of Demolition Program. -- The Net cost of demolishing the structures described in the Application and designated in the requisition for grant payment less any salvage value realized from the demolition of the structures, plus the fixed fee set forth in Section 7 hereof. The grant payable hereunder shall be based upon the Net Cost as determined upon final completion of the Demolition Program and approved by the Government upon audit.

SEC. 13. Limitation Upon Demolition Program Costs. -- The Net Cost hereunder, on which the grant is computed, shall include only demolition costs and shall not include any supervisory salaries or other administrative costs or office expenses.

SEC. 14. Performance of Demolition Program. --

(a) Force Account or Contract. -- The Grantee may elect to carry out the work comprising the Demolition Program by utilization of its own employees or it may have such work done under written contract in a manner acceptable to the Government.

(b) Competitive Bidding. -- The Grantee will give full opportunity for free, open, and competitive bidding for each contract to be let by it calling for demolition work as a part of the Demolition Program and will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition; and the award of each such contract, when made, will be made by it as soon as practicable to the lowest responsible bidder: Provided, That contracts in the amount of \$2,500 or less may, except where contrary to the requirements of State or local law, be let from time to time by the Grantee without negotiation or competitive bidding and without observance of the other provisions of this subsection.

(c) Equal Employment Opportunity. --

(1) Activities and Contracts Not Subject to Executive Order 11246. -- In the carrying out of the Demolition Program, the Grantee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action 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. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin. The Grantee will incorporate the foregoing requirements of this paragraph (1) in all of its contracts for Demolition Program work, except those governed by paragraph (2) of this subsection 14(c) or contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for Demolition Program work.

(2) Contracts Subject to Executive Order 11246. -- The Grantee will incorporate or cause to be incorporated into any demolition contract or modification thereof which is subject to Executive Order 11246, and the rules and regulations of the Secretary of Labor pursuant thereto, the following provisions, altered only to reflect the proper identity of the parties:

During the performance of this contract, the contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

(B) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(C) The Contractor will send to each labor union or representative or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the municipality, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the municipality, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That, in the event the contractor becomes involved in, or is threatened with, litigation the contractor or vendor as a result of such direction by the municipality, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(3) Enforcement Obligations of the Grantee. -- The Grantee will assist and cooperate actively with the Secretary of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the provisions set forth in paragraph (2) of this subsection 14(c) and with the rules, regulations, and relevant orders of the Secretary of Labor and will obtain and furnish to the Secretary of Housing and Urban Development and to the Secretary of Labor such information as they may require for the supervision of such compliance. The Grantee will enforce the obligations of contractors and subcontractors under such provisions, rules, regulations, and orders and will carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary or the Secretary of Housing and Urban Development. The Grantee will refrain from entering into any contract subject to Executive Order 11246 or extension or other modification of such a contract with a contractor who has been debarred from Government contracts and federally assisted construction contracts under Part II, Subpart D, of Executive Order 11246, or who has not demonstrated his eligibility for such contracts as provided in Part II of Executive Order 11246. In the event the Grantee fails and refuses to comply with its undertakings, the Grantee agrees that the Government (i) may cancel, terminate, or suspend this Contract in whole or in part, (ii) may refrain from extending any further assistance under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Grantee, or (iii) may refer the case to the Department of Justice for appropriate legal proceedings.

SEC. 15. Defaults and Remedies. --

(a) Termination or Suspension of Contract. -- The Government may terminate or suspend this Contract at its discretion upon the happening of any of the following:

(1) The failure of the Grantee to complete the Demolition Program within the time prescribed herein;

(2) The making of any misrepresentation by the Grantee in its Application or in the furnishing of any information to the Government;

(3) The violation of any of the terms or conditions of this Contract;
or

(4) Any event which renders the accomplishment of the Demolition Program by the Grantee impossible, improbable, infeasible, or illegal.

(b) Forfeiture of Grant. -- For any violation of any of the terms of this Contract, the Government may, in addition to such other remedies as may exist at law or in equity, require repayment of all or part of the grant to the Government.

SEC. 16. Miscellaneous Provisions. --

(a) Interest of Public Officials and Employees. -- No officer or employee of the Grantee and no member of its governing body, and no other public official of the locality in which the Demolition Program will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Demolition Program, shall (1) participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, or (2) have any financial interest, direct or indirect, in this Contract or in the work to be performed under the Demolition Program authorized herein.

(b) Interest of Certain Federal Officials. -- No member of or Delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit arising herefrom.

(c) Bonus or Commission. -- The Grantee will not pay any bonus or commission for the purpose of obtaining approval of the Application for the Federal financial assistance provided for herein, or any other approval by the Government which may be necessary under this Contract.

(d) Government Not Obligated to Third Parties. -- The Government will not be obligated or liable hereunder to any party other than the Grantee.

(e) How Contract Affected by Provisions Being Held Invalid. -- If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

(f) Provisions Concerning Certain Waivers. -- Subject to applicable Federal law, any right or remedy which the Government may have under this Contract may be waived in writing by the Government by a formal waiver and either with or without the execution of an amendatory or supplementary agreement, if, in the judgement of the Government, this Contract, as so modified, will still conform to the provisions and requirements of applicable laws.

SEC. 17. Use of Certain Terms. -- Except where the context clearly indicates otherwise, the following terms, as used herein, shall have the meanings ascribed to them in this Section:

(a) The term "Contract" means this Contract between the Government and the Grantee and includes any additional document or documents which may be incorporated herein by special reference, as well as any amendment.

(b) The term "Application" means the written application for the grant by the Grantee, including any revisions thereto, together with all explanatory, supporting, or supplementary documents filed therewith.

SEC. 18. Special Provision(s). --

None.

IN WITNESS WHEREOF, the Grantee has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this ____ day of _____, 19__.

/S E A L /

By

CITY OF PROVIDENCE, RHODE ISLAND

(Signature)

@

Joseph A. Doorley, Jr.

(Type or Print Name)

Mayor

(Title)

ATTEST:

William H. Matthews

Acting City Clerk
(Title)

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By

Regional Director of Urban Renewal
Region I

Providence, Rhode Island
Project No. R.I. M-2

EXHIBIT "A"

BOUNDARY DESCRIPTION

Project area is bounded generally as follows:

On the north by the proposed Route 6 Freeway extension, on
the east by Interstate 95, on the south by Westminster and
on the west by Knight Street.

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

W. Willard Wirtz,

Secretary of Labor.

similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statement as provided at 72 Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or fraudulent statement of entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both).

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

WEEKLY STATEMENT OF COMPLIANCE

I, _____, 19____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____; that
(Contractor or subcontractor) (Building or work)
during the payroll period commencing on the _____ day of _____,
19____, and ending on the _____ day of _____, 19____, all persons
employed on said project have been paid the full weekly wages earned, that
no rebates have been or will be made either directly or indirectly to or on
behalf of said _____ from the full weekly
(Contractor or subcontractor)
wages earned by any person and that no deductions have been made either di-
rectly or indirectly from the full wages earned by any person, other than
permissible deductions as defined in Regulations, Part 3 (29 CFR Part 3),
issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat.
948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 537; 40 U.S.C. 276c), and described
below:

(Paragraph describing deductions if any)

(2) That any payrolls otherwise under this contract required to be sub-
mitted for the above period are correct and complete; that the wage rates for
laborers or mechanics contained therein are not less than the applicable wage
rates contained in any wage determination incorporated into the contract;
that the classifications set forth therein for each laborer or mechanic con-
form with the work he performed.

(3) That any apprentices employed in the above period are duly registered
in a bona fide apprenticeship program registered with a State apprenticeship
agency recognized by the [Bureau of Apprenticeship and Training,] United
States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United
States Department of Labor.

(Signature and title)

of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term, "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK
AND ON BUILDING AND WORK FINANCED IN WHOLE OR IN PART
BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions

The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 under this Contract to his employer.

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

6. EMPLOYMENT OF APPRENTICES

Apprentices will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such recognized Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor shall furnish the Local Public Agency or Public Body with written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work.

7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS STANDARDS ACT (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a).

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

FEDERAL LABOR STANDARDS PROVISIONS

1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics

LABOR STANDARDS PROVISIONS TO BE INCORPORATED INTO DEMOLITION
GRANT CONTRACT (HUD-3182, 1-66)

SEC. 18. Special Provision(s)

(a) Certain Contractors Ineligible for Contract Awards. -- The Grantee will not award any contract for work in the Demolition Program to any contractor who is, at the time, ineligible, under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such contract.

(b) Federal Labor Standards Provisions. -- Before the Grantee receives bids or proposals for, or otherwise negotiates for, a proposed contract which calls for the performance of any work in the Demolition Program which will entail, for such work, the employment by the contractor or his subcontractors of laborers or mechanics, the Grantee will include in the proposed contract documents appropriate wage schedules (including the applicable wage determination decision of the Secretary of Labor, United States Department of Labor) and the provisions embodied in that document entitled "Federal Labor Standards Provisions," attached hereto and marked HUD-3200 and which is made a part hereof. The schedules, wage determination decision, and other provisions, as included in such proposed contract documents, shall also be included in the contract documents as executed. The Grantee will include in each contract covered by this subsection an appropriate provision requiring the contractor to insert in each of his subcontracts which will entail the employment by such subcontractor of laborers or mechanics, as aforesaid, wage and other provisions which are consistent with such contractor's contract with the Grantee.

The Grantee will assist and cooperate actively with the Secretary of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the aforementioned Federal Labor Standards Provisions and with the rules, regulations, and relevant orders of the Secretary of Labor and will obtain and furnish to the Secretary of Housing and Urban Development and to the Secretary of Labor such information as they may require for the supervision of such compliance.

(c) Special Provisions Relating to Architects, Etc. --

(1) Minimum Salary Rates for Architects, Etc. -- Not less than the salaries prevailing in the locality in which the Demolition Program is being carried out, as determined or adopted (subsequent to a determination under applicable State or local law) by the Secretary of Housing and Urban Development, shall be paid to all architects, technical engineers, draftsmen, and technicians who are employed in connection with the Demolition Program.

(2) Payments to Architects, Etc. -- Each architect, technical engineer, draftsman, or technician to whom the foregoing salary provisions are applicable shall be paid unconditionally and not less often than once each month. The full amount which is due any such architect, technical engineer, draftsman, or technician at the time of such payment shall be computed at the applicable salary rate.

(3) Compliance with Salary Provisions Regardless of Certain Contractual Relationships. -- Each contract which is let by the Grantee, calling for work in the Demolition Program, shall require compliance with salary provisions with respect to architects, technical engineers, draftsmen, and technicians who are employed thereon by the contractor or by any subcontractors thereunder, which are in accordance with this subsection, regardless of any contractual relationship which may be alleged to exist between such contractor or subcontractor and such architects, technical engineers, draftsmen, or technicians.

(4) Underpayments of Salaries. -- In case of underpayment of salaries by any such contractor or by any subcontractor thereunder to architects, technical engineers, draftsmen, or technicians who are employed by him in connection with the Demolition Program, the Grantee shall withhold from the contractor, out of payments which are due, so much thereof as may be considered necessary to pay such employees so employed by the contractor or by any subcontractor thereunder, the full amount of salaries which are required by the particular contract, and the Grantee shall disburse, for and on account of the contractor or the subcontractor (as may be appropriate), to the respective employees to whom they are due, the amount so withheld.

(5) Claims and Disputes; Architects, Etc. -- Claims and disputes pertaining to salary rates or to classifications of architects, technical engineers, draftsmen, or technicians who are employed in connection with the Demolition Program shall be reported by the Grantee to the Secretary of Housing and Urban Development and otherwise shall be handled in accordance with applicable law.

(6) Discharging or Discriminating Against Employees Because of Certain Employment Matters. -- No architect, technical engineer, draftsman, or technician who is employed in connection with the Demolition Program shall be discharged or in any other manner 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 related to the employment standards applicable hereunder to his employer.

Vincent Vespia
City Clerk

Clerk of Council



William H. Matthews
First Deputy
Dorothy K. McGinn
Second Deputy

DEPARTMENT OF CITY CLERK
CITY HALL

June 5, 1967

To Whom It May Concern:

This is to certify that Joseph A. Doorley, Jr., of Providence, having been duly elected as Mayor of the City of Providence, Rhode Island, and having been certified by the Board of Canvassers and Registration of the City of Providence on November 30, 1966, did qualify on January 2, 1967, by oath administered in accordance with law, is now the Mayor of the City of Providence.

Vincent Vespia
Vincent Vespia
City Clerk of Providence

Vincent Vespia
City Clerk

Clerk of Council



William H. Matthews
First Deputy
Dorothy K. McGinn
Second Deputy

DEPARTMENT OF CITY CLERK
CITY HALL

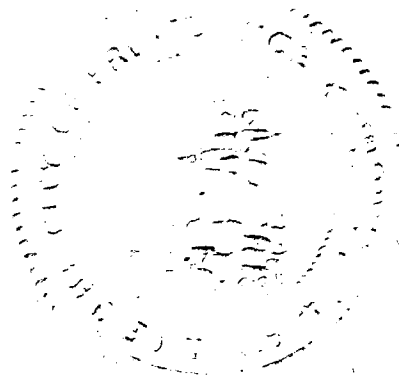
June 5, 1967

To Whom It May Concern:

This is to certify that Vincent DiMase, having been duly appointed by His Honor Mayor Joseph A. Doorley, Jr., on January 2, 1967, as Director of Department of Building Inspection and said appointment having been approved by the City Council on the said date, did qualify and is now Director of Department of Building Inspection.

Vincent Vespia

Vincent Vespia
City Clerk of Providence



EXTRACTS FROM THE MINUTES OF A Regular
MEETING OF THE City Council
OF THE City of Providence, Rhode Island
HELD ON THE 18th DAY OF May, 1967

The City Council of the City of Providence, Rhode Island ~~of the~~

met in Regular meeting at City Council Chamber, City Hall
in the City of Providence, Rhode Island, at
8:00 o'clock P. M., on the 18th day of May, 1967,
the place, hour, and date duly established for the holding of such meeting.

The Council President called the meeting to order and on
roll call the following answered present:

(See attached copy of Journal of Proceedings, No. 10, of Regular,
Meeting May 18, 1967)

and the following were absent:

The Council President declared a quorum present.

A Resolution entitled:

(See copy of Journal of Proceedings No. 10, Page 166, indicated
by check mark in Blue.)

was introduced by Mr. _____.

Said Resolution was then read in full and discussed and considered.

Mr. _____ then moved the adoption of the Resolution
as introduced and read. Mr. _____ seconded the
motion, and, on roll call, the following voted "Aye":

_____;

and the following voted "Nay":

_____.

The _____ thereupon declared the motion carried
and the Resolution adopted as introduced and read.

* * * * *

There being no further business to come before the meeting, upon
motion duly made and seconded, the meeting was adjourned.

CERTIFICATE OF RECORDING OFFICER

The undersigned HEREBY CERTIFIES that:

1. He is the duly appointed, qualified, and acting City Clerk of the City of Providence, Rhode Island (herein called the "Local Public Agency"), and keeper of the records thereof, including the minutes of its proceedings;
2. The annexed copy of extracts from the minutes of the Regular meeting of the Local Public Agency, held on the 18th day of May, 1967, is a true, correct, and compared copy of the whole of the original minutes of said meeting on file and of record insofar as the same relate to the resolution referred to in said extracts and to the other matters referred to therein;
3. Said meeting was duly convened in conformity with all applicable requirements; a proper quorum was present throughout said meeting and the resolution hereinafter mentioned was duly proposed, considered, and adopted in conformity with applicable requirements; and all other requirements and proceedings incident to the proper adoption of said resolution have been duly fulfilled, carried out, and otherwise observed;
4. He is duly authorized to execute this Certificate; and
5. The copy of the resolution annexed hereto entitled:

RESOLUTION APPROVING CONTRACT BY THE UNITED STATES
OF AMERICA DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FOR A DEMOLITION GRANT WITH THE CITY OF PROVIDENCE.

is a true, correct, and compared copy of the original resolution referred to in said extracts and as finally adopted at said meeting and, to the extent required by law, as thereafter duly signed or approved by the proper officer or officers of the Local Public Agency and duly published, which resolution is on file and of record.

WITNESS my hand and the seal of the Local Public Agency, this 5th day of June, 19 67.

Vincent Crespi
City Clerk

(SEAL)

CITY OF PROVIDENCE RHODE ISLAND



CITY COUNCIL JOURNAL OF PROCEEDINGS

No. 10 City Council Regular Meeting, Thursday, May 18, 1967, 8:00 P.M. (E.D.S.T.)

PRESIDING
COUNCIL PRESIDENT RUSSELL J. BOYLE

ROLL CALL

Present: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Goldin, Gorodetsky, Hassett, Haxton, Kelly, Lynch, Mascia, McNulty,

Moran, J. Murphy, W. Murphy, Payne, Pearlman, Sciarretta, Wexler and Worrell—21.

Absent: Councilmen Cola, Lorenzo, O'Connor, Pisaturo and Prete—5.

APPROVAL OF RECORD

The Journal of Proceedings No. 9 of the Meeting held May 5, 1967 is approved as printed, on motion of

COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

SCHEDULE OF BILLS

FROM PUBLIC SERVICE ENGINEER

Narragansett Electric Company street lighting

bill for April, 1967.....\$42,882.22

Approved, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Devitt, Gorodetsky, Hassett, Haxton, Kelly, Lynch, Mascia, McNulty, Moran, W. Murphy, Payne, Pearlman, Wexler and Worrell—17.

Noes: None.

Absent: Councilmen Caprio, Cola, Goldin, Lorenzo, J. Murphy, O'Connor, Pisaturo, Prete, Sciarretta—9.

ORDINANCE SECOND READING

The following was in City Council May 5, 1967. Read and Passed the First Time and Returned for Passage the Second Time.

An Ordinance amending the Appropriation Ordinance, Chapter 1788, by appropriating the sum of Two Hundred

Fifty (\$250.00) Dollars to the Special City Council Committee for Celebration of Memorial Day, 1967.

Be it ordained by the City of Providence:

Section 1. Chapter 1788 of the Ordinances of the City of Providence as approved September 26, 1966, and

entitled: "An Ordinance Making Appropriation of \$47,405,335.25 for the Support of the City Government for the Fiscal Year Ending September 30, 1967", as amended, is hereby further amended by appropriating the sum of Two Hundred Fifty (\$250.00) Dollars to the SPECIAL CITY COUNCIL COMMITTEE FOR CELEBRATION OF MEMORIAL DAY 1967.

Sec. 2. The said sum of Two Hundred Fifty (\$250.00) Dollars as hereby appropriated shall be charged to the General Fund from Funds Not Otherwise Appropriated.

Sec. 3. This Ordinance shall take effect upon its passage.

PRESENTATION OF ORDINANCE

COUNCILMAN McNULTY for Himself and COUNCILMAN PISATURO in absentia (By Request):

An Ordinance amending the Appropriation Ordinance, Chapter 1788, by appropriating the sum of Two Hundred Sixty-Seven Thousand (\$267,000.) Dollars to General Public Assistance, Items 1, 2 and 3.

Read and Passed the First Time and Referred to Committee on Finance, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, by the following roll call vote:

Read and Passed the Second Time, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Devitt, Gorodetsky, Hassett, Haxton, Kelly, Mascia, McNulty, Moran, W. Murphy, Payne, Pearlman, Sciarretta, Wexler and Worrell—17.

Noes: None.

Absent: Councilmen Caprio, Cola, Goldin, Lorenzo, Lynch, J. Murphy, O'Connor, Pisaturo and Prete—9.

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Gorodetsky, Hassett, Haxton, Kelly, Lynch, Mascia, McNulty, Moran, W. Murphy, Payne, Sciarretta and Wexler—17.

Noes: None.

Not Voting: Councilmen Pearlman and Worrell—2.

Absent: Councilmen Cola, Goldin, Lorenzo, J. Murphy, O'Connor, Pisaturo and Prete—7.

PRESENTATION OF RESOLUTIONS

COUNCIL PRESIDENT BOYLE (By Request):

Resolution Requesting the Public Service Engineer to Order a Street Light in Front of 149 West Park Street.

COUNCILMAN SCIARRETTA for COUNCILMAN COLA in absentia (By Request):

Resolution Requesting the Traffic Engineer to Cause the Installation of a "Stop" Sign on Klondike Street, at Herschel Street.

Resolution Changing the Name of Gerardi Avenue to Bassi Lane.

Resolution Requesting the Town of Johnston to Cause Railroad Tracks Located at the City Line in Johnston, to be Removed.

Resolution Requesting Cleaning of Manton Avenue, from Delaine Street to the Junction of Manton and Atwells Avenues.

Severally referred to Committee on Public Works, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMEN GORODETSKY and KELLY (By Request):

Resolution Granting Accompanying Petition of Michael A. Gammino Realty Co. to Sandblast Portion of Exterior of Building at 140 Prospect Street.

Resolved, that the accompanying petition of Michael A. Gammino Realty Co. for permission to sandblast portions of the exterior of the building located at 140 Prospect street, Plat 9, Lot 282, is granted; the same having been approved by the Director of the Department of Building Inspection.

Petition Read and Granted and Resolution Read and Passed, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN KELLY (By Request):

Resolution Requesting the Traffic Engineer to Eliminate Existing "No Parking to Corner" Signs Along Northerly Side of Industrial Drive.

Referred to Committee on Public Works, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMEN LYNCH and MASCIA (By Request):

Resolution Granting Accompanying Petition of Louise Gabriel to Sandblast Concrete Surface of Building at 522 Pleasant Valley Parkway.

Resolved, that the accompanying petition of Louise Gabriel for permission to sandblast the concrete surfaces of the building situated at 522 Pleasant Valley Parkway, Plat 84, Lot 42, is granted; the same having been approved by the Director of the Department of Building Inspection.

Petition Read and Granted and Resolution Read and Passed, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN McNULTY for Himself and COUNCILMAN PISATURO in absentia (By Request):

Resolution Accepting a Deed to Certain Real Estate, which is to be Demolished.

Whereas, there are presently located in the City of Providence certain structures which are in a dilapidated and deteriorated condition; and

Whereas, the City of Providence is vitally interested in the preservation and rehabilitation of neighborhoods throughout the City; and

Whereas, the demolition of certain of these structures will serve to promote the preservation and rehabilitation of these neighborhoods; and

Whereas, the owners of certain of these dilapidated and deteriorated structures are willing to convey title to these

structures and to the land upon which they are located to the City of Providence without cost to the City; and

Whereas, by the acceptance of these deeds, the City of Providence will be enabled to demolish these structures with funds previously appropriated,

Now, Therefore, Be It Resolved, that the City of Providence hereby accepts deeds in fee simple to the land and buildings hereinafter described from the owners thereof:

1. Land and buildings located on the northerly side of Potters avenue and the westerly side of Temple street designated as Lot 46 on "Plat of House Lots Belonging to Heirs of Jonathan Salisbury, situated in Cranston, R. I., surveyed and platted May 1854, Replatted January 1856 by N. B. Schubarth", which said plat is recorded in the office of the Recorder of Deeds of said City of Providence in Plat Book 9 at page 18 and (copy) on plat card 245, conveyed to the City of Providence by Armand Procaccianti and wife Eve Procaccianti.

2. Land and buildings located on the westerly side of Plain street bounded and described as follows:

Beginning at a point in the westerly line of said Plain street, 42.75 feet southerly from the southwesterly corner of Plain street and Blackstone street and at the southeasterly corner of land now or lately of Emanuele Abatantuono and wife; thence running southerly, bounding easterly on said Plain street, 58.416 feet, more or less to land now or lately of Anthony-Arnold Investment Corp.; thence turning and running westerly, bounding southerly on said last named land to land now or lately of Daniel Brown and wife; thence turning and running northerly, bounding westerly on said Brown land, 46.90 feet to said Abatantuono land; thence turning and running easterly, bounding northerly on said Abatantuono land 104.95 feet, more or less to the point and place of beginning.

Said parcel comprises portions of Lots Numbered 210 and 211 on that certain plat entitled "Map No. 2 of land Belonging to Nancy K. Bishop, Surveyed and Drawn by W. S. Haines (March 31, 1862)", which said plat is recorded in the office of the Recorder of Deeds of said city of Providence, in Plat Book 10 at page 26 and (copy) on Plat Card 278, conveyed to the City of Providence by Armand Procaccianti and wife Eve Procaccianti.

Read and Passed, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Gorodetsky, Haxton, Kelly,

Lynch, Mascia, McNulty, Moran, W. Murphy, Payne, Pearlman, Sciarretta, Wexler and Worrell—18.

Noes: None.

Absent: Councilmen Cola, Goldin, Hassett, Lorenzo, J. Murphy, O'Connor, Pisaturo and Prete—8.

Resolutions Refunding to Certain Taxpayers Sums of Money Representing Overpayment of Taxes to the City Collector for the Years 1961, 1964, 1965 and 1966.

Severally referred to Committee on Finance, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN MASCIA for COUNCILMAN J. MURPHY in absentia (By Request):

Resolution Requesting the Public Service Engineer to Order a Street Light on Pole Number 15, Located in Front of 159 Brook Street.

Referred to Committee on Public Works, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN W. MURPHY:

Resolution Creating a Special Committee for the Purpose of Granting Leaves of Absence to City Employees to Attend National Conventions of Veterans' Organizations.

Resolved, that, all departmental heads of the City of Providence are authorized to permit leaves of absence, without loss of salary or other authorized benefits, for employees within their respective departments, who served in the armed forces of the United States of America and have been honorably discharged, are members in good

standing of veterans' organizations chartered by the Congress of the United States of America, and who desire to attend one of their respective national conventions,

Be It Further Resolved, that a Special Committee consisting of Three Members of the City Council is created, its members to be appointed by the President of the City Council, for the purpose of verifying the service, honorable discharge and membership in good standing in said veterans' organizations and to further determine and to grant reasonable travel time to and from the respective Cities wherein said national conventions are scheduled to be held.

Read and Passed, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN W. MURPHY for COUNCILMAN PISATURO in absentia (By Request):

Resolution Requesting the Traffic Engineer to Cause the Installation of "Slow School" Signs Along Webster Avenue, Between Pocasset and Union Avenues.

Resolution Requesting the Traffic Engineer to Cause the Installation of "Slow Children" Signs on Bancroft Street, Between Magnolia Street and Sterling Avenue.

COUNCILMAN BEATINI for COUNCILMAN PRETE in absentia (By Request):

Resolution Requesting the Public Service Engineer to Cause a Survey to be Made for the Purpose of the Installation of Electric Street Lighting Along Northup Avenue to 96 Flora Street.

Severally referred to Committee on Public Works, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

REPORT FROM COMMITTEES

COUNCILMAN CAPRIO, Chairman—Committee on Urban Redevelopment, Renewal and Planning; and COUNCILMAN LYNCH, Vice-Chairman for COUNCILMAN O'CONNOR, Chairman—Committee on Finance jointly transmit the following with recommendation the same be adopted:

An Ordinance amending the Appropriation Ordinance, Chapter 1788, by appropriating the sum of Twenty-five

Thousand (\$25,000.) Dollars to the account known as, "Demolition of Abandoned Property".

Read and Passed the First Time, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Gorodetsky, Hassett, Haxton,

Kelly, Lynch, Mascia, McNulty, Moran, W. Murphy, Payne, Pearlman, Sciarretta, Wexler and Worrell—19.

Noes: None.

Absent: Councilmen Cola, Goldin, Lorenzo, J. Murphy, O'Connor, Pisaturo and Prete—7.

COUNCILMAN CAPRIO, Chairman — Committee on Urban Redevelopment, Renewal and Planning transmits the following with recommendation the same be severally adopted:

The following was in City Council May 5, 1967. Read and Passed the First Time and is returned with recommendation for Passage the Second Time.

An Ordinance in amendment of and in addition to Chapter 1798 of the Ordinances of the City of Providence, approved November 7, 1966, and entitled "An Ordinance approving and adopting the official redevelopment plan for the East Side Project No. R. I. R-4, as amended by Chapter 1841 of the Ordinances of the City of Providence approved April 11, 1967".

Be it ordained by the City of Providence:

Section 1. That Chapter 1798 of the Ordinances of the City of Providence, approved November 7, 1966, and entitled, "An Ordinance Approving and Adopting the Official Redevelopment Plan for the East Side Project No. R. I. R-4, as Amended by Chapter 1841 of the Ordinances of the City of Providence Approved April 11, 1967," be and is hereby amended as follows:

A. That Section C. 2, as set forth at page 23 of the booklet, entitled "East Side Renewal Project No. R. I. R-4, Official Redevelopment Plan," referred to in paragraph 10 of the aforementioned Chapter 1798 of the Ordinances of the City of Providence, approved November 7, 1966, be and the same is hereby deleted.

B. That Section VI, as set forth at page 35 of the booklet, entitled "East Side Renewal Project No. R. I. R-4, Official Redevelopment Plan," referred to in paragraph 10 of the aforementioned Chapter 1798 of the Ordinances of the City of Providence, approved November 7, 1966, be and the same is hereby amended by deleting the period after the word "assert" and substituting a comma therefor and by adding the following:

"provided, however, that no change in any basic element of the Plan shall be made without the prior approval of the Secretary of the Department of Housing

and Urban Development and shall be conditioned by the securing of an agreement to the change from all affected redevelopers. The term "basic element" shall mean any material change in any of the elements of the Plan.

C. The following paragraphs shall be added between paragraph numbered 13 and paragraph numbered 14 of Chapter 1797 of the Ordinances of the City of Providence approved November 7, 1966:

"13 A. It is hereby found and determined that the Official Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and facilities as may be desirable for neighborhood improvement with special consideration for health, safety and the welfare of children residing in the general vicinity of the site covered by said Plan."

"13 B. It is hereby found and determined that there are educational institutions and a hospital located in or near the area covered by the Plan, and it is further found and determined that in addition to the elimination of slums and blight from such area, the undertaking of the Redevelopment Plan in such area will further promote the public welfare and the proper development of the community (1) by making land in such area available for disposition, for uses in accordance with the Official Redevelopment Plan, to such educational institutions or hospital for redevelopment in accordance with the use or uses specified in the Official Redevelopment Plan, (2) by providing, through the redevelopment of the area in accordance with the Official Redevelopment Plan, a cohesive neighborhood environment compatible with the functions and needs of such educational institutions or hospital, or (3) by any combination of the foregoing."

"13 C. It is hereby further found and determined that consideration has been given in the Official Redevelopment Plan for the project area to the development of a sewer system to serve the project area which will, to the maximum extent feasible, provide for effective control of storm and sanitary wastes."

Sec. 2. That Chapter 1797 of the Ordinances of the City of Providence, as amended, be and the same is hereby ratified and confirmed in all other respects.

Sec. 3. That this Ordinance shall take effect upon its passage, and all Ordinances or parts of Ordinances inconsistent herewith, be and the same are hereby repealed. The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the Providence Redevelopment Agency.

Read and Passed the Second Time, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Gorodetsky, Hassett, Haxton, Kelly, Lynch, Mascia, McNulty, Moran, W. Murphy, Payne, Pearlman, Sciarretta, Wexler and Worrell—19.

Noes: None.

Absent: Councilmen Cola, Goldin, Lorenzo, J. Murphy, O'Connor, Pisaturo and Prete—7.

The following is returned with recommendation the same be Adopted:

✓ Resolution Approving Contract by the United States of America Department of Housing and Urban Development for a Demolition Grant with the City of Providence.

Whereas, under Title I of the Housing Act of 1949, as amended, the United States of America (herein called the "Government") has tendered to the City of Providence (herein called the "Local Public Agency") a proposed Demolition Grant Contract, pursuant to which the Government would extend certain Federal financial assistance to the Local Public Agency in connection with the demolition program described therein: and

Whereas, under said proposed Contract it is required, among other things, that, with respect to said Program, the Local Public Agency will promptly set up a separate account designated "Demolition Account, Program No. R. I. M-2" into which shall be deposited certain funds described in said proposed Contract; and

Whereas, the Local Public Agency has given due consideration to said proposed Contract; and

Whereas, the Local Public Agency is duly authorized, under and pursuant to the Constitution and laws of the State of Rhode Island, to undertake and carry out said Program and to execute such proposed Contract:

Be It Resolved by the City Council of the City of Providence, Rhode Island as follows:

Section 1. The proposed Contract, designated "Demolition Grant Contract No. R. I. M-2," providing for the making by the Government to the Local Public Agency of a Demolition Program Grant under Title I of the Housing Act of 1949, as amended, in connection with the program described therein and designated as Program No. R. I. M-2 is hereby in all respects approved.

Sec. 2. The City Clerk of the City of Providence, Rhode Island is hereby authorized and directed to impress and attest the official seal of the Local Public Agency on each such counterpart to forward such counterparts to the Department of Housing and Urban Development, together with such other documents relative to the approval and execution thereof as may be required by the Government.

Sec. 3. With respect to that certain program of the Local Public Agency designated Program No. R. I. M-2, there is hereby established a separate account, designated "Demolition Account, Program No. R. I. M-2. All funds which, by the terms of the Demolition Grant Contract, are required to be deposited in said Demolition Account shall be promptly deposited therein.

Sec. 4. The Director, Department of Building Inspection is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, in accordance with the Demolition Grant Contract, requesting payments to be made on account on the Demolition Program Grant provided for in the Demolition Grant Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Sec. 5. This Resolution shall take effect upon its passage.

Read and Passed, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Gorodetsky, Hassett, Haxton, Kelly, Lynch, Mascia, McNulty, Moran, W. Murphy, Payne, Pearlman, Sciarretta, Wexler and Worrell—19.

Noes: None.

Not Voting: Councilman J. Murphy—1.

Absent: Councilmen Cola, Goldin, Lorenzo, O'Connor, Pisaturo and Prete—6.

The following is returned with recommendation the same be adopted as amended:

Resolution Approving His Honor the Mayor's Accompanying Workable Program for Community Improvement for Elimination and Prevention of Slums and Blight in Providence, Rhode Island, for 1967-1968.

Resolved, that the accompanying Workable Program for Community Improvement for Elimination and Pre-

vention of Slums and Blight in Providence, Rhode Island, for 1967-1968, as submitted by the Office of the Mayor, be approved. (For Workable Program, see Files of City Council.)

Read and Passed, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN CAPRIO, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Gorodetsky, Hassett, Haxton, Kelly, Lynch, Mascia, McNulty, Moran, J. Murphy, W. Murphy, Payne, Pearlman, Sciarretta, Wexler and Worrell—20.

Noes: None.

Absent: Councilmen Cola, Goldin, Lorenzo, O'Connor, Pisaturo and Prete—6.

The following is returned with recommendation the same be Received:

Report from Providence Redevelopment Agency informing the City Council of its proposal to sell to the Armenian Evangelical Church of Providence, a parcel of land within the Weybosset Hill Project No. R. I. R-7, containing 14,760 square feet of land for a total sales price of \$33,800.00, all in accordance with the provisions of Paragraph 11 of Chapter 1575 of the Ordinances of the City of Providence, approved October 18, 1963, and Title 45, Chapter 31-33 (inclusive) of the General Laws of Rhode Island, 1956.

Received, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN MORAN, Chairman—Committee on Licenses, transmits the following with recommendation the same be severally adopted:

Resolution Authorizing the Installation of Petroleum Products Storage Tanks.

Ward 12. Cecilia Baribault, Cecilia Baribault, et al., Jane Ashworth, Executrix, 325 to 329 Washington street, Plat 25, Lots 225, 226, and 227, install Two (2) Three-Thousand (3,000) Gallon Tanks; One (1) Two-Thousand (2,000) Gallon Tanks and One (1) Four-Thousand (4,000) Gallon Tank; making a total storage capacity of Twelve Thousand (12,000) Gallons upon the premises.

Referred Back to Committee on Licenses for further study, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

Resolution Granting Accompanying Petition of Alfred C. Ricci of 207 Roosevelt Street, Providence, Rhode Island for Appointment as a Weigher of Coal and Other Merchandise.

Resolved, that the accompanying petition of Alfred C. Ricci of 207 Roosevelt street, Providence, Rhode Island for appointment as a Weigher of Coal and Other Merchandise for the remainder of the term ending the first Monday in January, 1971, is granted.

Petition Read and Granted and Resolution Read and Passed, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN LYNCH, Vice - Chairman, for COUNCILMAN O'CONNOR, Chairman—Committee on Finance, transmits the following with recommendation the same be Severally Adopted:

An Ordinance amending the Appropriation Ordinance, Chapter 1788 by appropriating the sum of Seventy-Seven Thousand (\$77,000.00) Dollars to the Fire Department, Item "0".

Read and Passed the First Time, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Goldin, Gorodetsky, Hassett, Haxton, Kelly, Lynch, Mascia, McNulty, Moran, J. Murphy, Payne, Sciarretta, Wexler and Worrell—19.

Noes: None.

Absent: Councilmen Cola, Lorenzo, W. Murphy, O'Connor, Pearlman, Pisaturo and Prete—7.

An Ordinance amending the Appropriation Ordinance, Chapter 1788, by appropriating the sum of Two Hundred Fifty (\$250.) Dollars to the Department of Rhode Island Jewish War Veterans of the United States Convention Committee.

Read and Passed the First Time, on motion of COUNCILMAN MASCIA, seconded by COUNCILMAN SCIARRETTA, by the following roll call vote:

Ayes: Council President Boyle and Councilmen Beatini, Bradshaw, Caprio, Devitt, Goldin, Gorodetsky, Hassett, Haxton, Kelly, Lynch, Mascia, McNulty, Moran, J. Murphy, Payne, Sciarretta, Wexler and Worrell—19.

Noes: None.

Absent: Councilmen Cola, Lorenzo, W. Murphy, O'Connor, Pearlman, Pisaturo and Prete—7.

COMMUNICATIONS

FROM CHIEF OF THE STATE DIVISION OF HARBORS AND RIVERS

Communication notifying of the application of Brown University to do certain work in front of its property abutting India street on the westerly side of Seekonk River in Providence, R. I., all shoreward of the established harbor line.

Received.

FROM CITY ASSESSOR

Certificate (59-A) recommending the abatement, cancellation, correction, and/or refund, as the case may be, because of errors in the City Tax List.

Referred to Committee on Claims and Pending Suits.

PETITIONS

COUNCILMEN GOLDIN and DEVITT (By Request):

Petition of Woloohojian Realty Corp. to change from an R-2 two-family zone to an R-4 Multiple Dwelling Zone Lots 28 and 166, as set out and delineated on City Assessor's Plat 52; said lots being situated on the north-erly side of Adelaide avenue.

Referred to Committee on Ordinances, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN BEATINI for COUNCILMAN PRETE in Absentia (By Request):

Petition for a sewer in Hyacinth street, from Vicksburg street to beyond 200' of Shiloh street.

Referred to Committee on Public Works, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

COUNCILMAN WORRELL (By Request):

Petition of Corp Bros., Inc. to abandon as a public highway, that portion of Blanding street, bounded on the North by the State of Rhode Island (I-195), bounded on the West by the intersection of Brook and Blanding streets.

Referred to Committee on Public Works, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

FROM THE CLERK'S DESK

Petition of John R. Cioci to change from an R-3 General Residence Zone to a C-1 Limited Commercial Zone, Lots 464 and 21, as set out and delineated on City Assessor's Plat 123; said lots being situated at 680-684 Douglas avenue.

Referred to Committee on Ordinances, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

PETITION FOR COMPENSATION FOR DAMAGES, VIZ.:

Ramiro Almeida
John J. Arrigan
Edward A. Bucci
Claire B. Cloutier (Bruce M. Selya, Attorney)
Jennie Esposito
Davis S. Mowday
Luigi Spremulli
Mary Ann Zamanigian

Severally Referred to Committee on Claims and Pending Suits, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

MATTERS NOT APPEARING ON THE PRINTED DOCKET

On motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA, it is voted to allow the introduction of the following matters Not appearing on the Printed Docket:

APPOINTMENTS BY THE PRESIDENT OF THE CITY COUNCIL

Communication informing the Acting City Clerk of his appointments, in accordance with the provisions of Resolution No. 282, approved April 25, 1967, as Members of the Special Committee on the Municipal Observance of Memorial Day, May 30, 1967, as follows:

Councilman Charles A. Pisaturo
Councilman Joseph P. McNulty
Councilman William J. Murphy
Councilman Salvatore A. Beatini
Councilman William G. Bradshaw

Received.

PRESENTATION OF RESOLUTIONS

COUNCILMAN McNULTY for Himself and COUNCILMAN PISATURO in absentia (By Request):

Resolution Authorizing the City Treasurer to Arrange for the Redemption or Sale of Lot No. 228 on Plat No. 85 Located on Jastram Street.

Referred to Committee on City Property, on mo-

tion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

Resolution Authorizing the City Treasurer to Arrange for the Redemption or Sale of Lot No. 91 on Plat No. 122 Located on Stillwater Avenue.

Referred to Committee on City Property, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

PETITION

COUNCILMAN SCIARRETTA for Himself and COUNCILMAN COLA in absentia (By Request):

Petition of area residents in the vicinity of Joslin Gymnasium and Swimming Pool, objecting to summer schedule of closing at 11:00 o'clock P.M.

Referred to Committee on Public Welfare, on motion of COUNCILMAN McNULTY, seconded by COUNCILMAN MASCIA.

PRESENTATION OF RESOLUTIONS

COUNCILMEN KELLY and GORODETSKY present:

Resolution Noting the Death of Frederick L. McKiernan, Former Member of the City Council.

Resolved, That in the passing of Frederick Leo McKiernan, former member of the City Council from the 3rd Ward, his Honor Joseph A. Doorley, Jr. and the members of the City Council hereby express their sincere sympathy to his beloved wife and brother, in this their period of bereavement.

Read and Passed by a Unanimous Rising vote, on motion of **COUNCILMAN GORODETSKY**, seconded by **COUNCILMAN KELLY**.

COUNCILMAN BEATINI for Himself and COUNCILMAN PRETE in absentia, presents:

Resolution Noting the Death of Raffaele Aiello, Father of Former Councilman Angelo Aiello.

Resolved, That in the passing of Raffaele Aiello, father of former Councilman Angelo Aiello, his Honor Joseph A. Doorley, Jr. and the members of the City Council hereby express their sincere sympathy to the family, in this their period of bereavement.

Read and Passed by a Unanimous Rising Vote, on motion of **COUNCILMAN BEATINI**, seconded by **COUNCILMEN MASCIA and McNULTY**.

COUNCILMEN BRADSHAW, J. MURPHY and WORRELL for Themselves and COUNCILMAN PEARLMAN in absentia:

Resolution That the Rhode Island Congressional Delegation Be Requested to Seek an Amendment of the Study Authorization for the Two Year Debris Cleanup Study of the Providence River and Harbor to Include the Seekonk River.

COUNCILMAN McNULTY makes a motion to refer the above Resolution to the Committee on Redevelopment, Renewal and Planning.

This motion is seconded by **COUNCILMAN MASCIA**.

COUNCILMAN BRADSHAW moves the Resolution be Passed and this motion is Seconded by **COUNCILMAN McNULTY**.

COUNCILMAN McNULTY moves for reconsideration of the motion for Referral and this motion is seconded by **COUNCILMAN WEXLER**.

COUNCILMAN McNULTY thereupon moves the Resolution be Referred to the Committee on Redevelopment, Renewal and Planning.

This motion being seconded by **COUNCILMAN MASCIA** is put to vote and the Resolution is thereupon Referred.

ADJOURNMENT

There being no further business, on motion of **COUNCILMAN McNULTY**, seconded by **COUNCILMAN MASCIA**, the City Council adjourns at 9:55 o'clock P.M. to meet again on **THURSDAY, JUNE 1, 1967 at 8:00 o'clock P.M.**, Eastern Daylight Saving Time.

WILLIAM H. MATTHEWS
Acting City Clerk

*A true copy
Attest:*

*William H. Matthews
City Clerk*

May 18]

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[1967
