

# RESOLUTION OF THE CITY COUNCIL

No. 594

Approved December 19, 1958

Resolved,

That His Honor the Mayor be and he is hereby authorized to accept the offer of the United States of America acting by and through the Housing and Home Finance Agency dated November 26, 1958 for Project No. R. I. 37-P-3011 Contract No. H-(102)-190 to advance not exceeding Eighty Thousand (\$80,000.00) Dollars to aid in financing the cost of plan preparation consisting of additional preliminary planning and final planning for a 40-M-G underground concrete distribution reservoir with aqueduct connections; the preliminary planning to include preliminary plans, necessary field work, design analysis, engineering report and preliminary cost estimates; final planning to include detailed cost estimates and final plans and specifications ready for bids.

Additional preliminary planning is to be started within 10 calendar days after acceptance of offer and completed and filed with Housing and Home Finance Agency within 45 calendar days thereafter. Final planning is to be started within 10 calendar days after receipt of notification of approval of preliminary planning and completed and filed with said Agency within 90 calendar days thereafter.

Offer is subject to condition that the United States of America will be under no obligation to make any advance of funds hereunder until all necessary measures including enabling legislation have been adopted giving the City of Providence basic legal authority to finance construction of the project.

The City, by the acceptance of said offer, covenants that it will repay the advance when required to do so under the provisions of Public Law 560, 83rd Congress, as amended, and comply with the terms and conditions of said offer, a copy of which is hereby attached and made a part hereof.

RESOLUTION  
OF THE  
CITY COUNCIL

AUTHORIZING ACCEPTANCE OF  
OFFER OF UNITED STATES TO  
ADVANCE \$80,000 TO FINANCE

PLANNING FOR UNDERGROUND

RESERVOIR

*no. 1145/12  
leg. request*

Clerk

*Devereaux*  
President

READ and PASSED

DEC 18 1958

IN CITY COUNCIL

CITY CLERK'S OFFICE  
PROVIDENCE, R.I.

DEC 11 4 36 PM '58

MAYOR

DEC 19 1958

APPROVED

## TERMS AND CONDITIONS

1. No advance, or any portion thereof, shall be utilized by any Applicant to defray the cost of any part of the plan preparation which, prior to the date borne by the offer (the acceptance of which creates the Agreement for Public Works Plan Preparation) to which these Terms and Conditions relate, has been completed or has been included in any contract in which the Applicant has agreed to finance such plan preparation with any specific funds other than those to be supplied by the Government.

2. The plan preparation to be paid for with the advance shall be limited to the project for which the advance is made, and the applicant shall cause the plan preparation to be such as will permit of the construction of the work contemplated thereby at a cost which is within its ability to finance and which bears a reasonable relation to the estimate of cost therefor contained in its Application for an Advance for Public Works Planning.

3. In the event an Applicant utilizes its own employees to accomplish the plan preparation, only those costs incurred by the Applicant for the plan preparation, which would not have been incurred except for the undertaking of the plan preparation shall be paid from the Government's advance.

4. The Applicant shall keep accurate accounting records of all costs involved in connection with each advance. The accounts and records of the applicant, together with all supporting documents, must be open at all times to inspection by authorized representatives of the HHFA, and copies furnished when requested. The Applicant shall furnish a copy of any architectural or engineering or other contract entered into in connection with plan preparation immediately upon execution thereof.

The law specifically provides that the applicant shall establish a separate planning account into which all Federal and applicant's funds estimated to be required for plan preparation shall be placed.

Under this proviso the Applicant also shall deposit in that account its own funds to cover that portion of the cost of the plan preparation not covered by the Federal advance.

5. The advance may be requisitioned when plan preparation is completed and presented to the Government, together with evidence of the Applicant's approval thereof, including specifically the then estimated cost of constructing the public work contemplated by plan preparation, and any other approvals required by Federal State or local law. Upon receipt of such data, in satisfactory form, and if the Government is satisfied that the Applicant has complied with all its obligations under the said Agreement the full advance but not exceeding the actual plan preparation cost will be paid.

Interim payments may be made when complete plans are to be prepared, if the Regional Administrator finds such interim payments are justified to insure prompt completion of plans.

6. The Government may elect to terminate all or any of its obligations under the said Agreement:

(a) If any representation of the Applicant, in its application or in any supplement thereto or amendment thereof, or in any documents submitted to the Government by the Applicant in connection with such application, shall be incorrect or incomplete in any material respect;

(b) If the Applicant shall fail to commence promptly or complete the plan preparation within the time provided therefor in the Agreement or within the limits of any extension of time as may be approved by the Government, or if the Applicant shall fail otherwise in the performance or fulfillment of any of its obligations to be performed or fulfilled under the Agreement;

(c) If the Applicant shall fail to submit or cause to be submitted to the Government any reports, data, plans, drawings, specifications, contracts, estimates, approvals, or other documents pertaining to the plan preparation contemplated by the Agreement, that may be requested by the Government;

✓ (d) If any official of <sup>the</sup> Applicant shall become directly or indirectly interested personally in any contract

or subcontract in connection with the aforesaid plan preparation.

7. In the event the Applicant has employed or shall employ any person, firm, or corporation, excepting bona fide employees and persons, firms, or corporations employed under a bona fide contract to render professional or technical services only, to solicit or secure the advance covered by the Agreement to which these Terms and Conditions relate, or any other contract right under such Agreement, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, the Government shall have the right to annul said Agreement without liability or in its discretion to deduct from the advance otherwise payable under the Agreement the full amount of such commission, percentage, brokerage, or contingent fee.

8. The advance shall be repaid promptly upon the start of construction of the public work of the type set forth in the planning report. Construction shall be considered as undertaken or started when the first construction contract is awarded or the applicant begins construction with its own forces. If construction of only a portion of the planned work is undertaken, repayment is required of such proportionate amount of the advance related to the work as the Administrator determines to be equitable.

9. In the event the Applicant should, for any reason, fail to repay promptly the advance in full in accordance with its obligation under this Agreement, whether such obligation shall arise by operation of law or under the said Agreement, such unpaid sum shall bear interest at the rate of four (4%) per centum per annum from the date of the Government's demand to the Applicant for the repayment to the date of payment thereof by the Applicant.

10. The Government shall not be obligated or liable under the Agreement to any party other than the applicant.

11. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of the Government's advance or in any benefit arising therefrom.

12. The Applicant may terminate the Agreement at any time prior to the Government's payment of any portion of the advance by written notice to the Government of such termination. In such event, the Government will be relieved of all its obligations under the Agreement. If the Applicant terminates the Agreement after receiving any portion of the advance, it shall promptly refund to the Government the portion of the advance that has been paid by the Government.

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 595

Approved December 19, 1958.

**Whereas,** the City of Providence accepted an offer from the United States Government for an advance for preparation of planning documents pertaining to a public work described as Public Works and Highway Office Building and Garage; and

WHEREAS, Creer, Kent, Cruise & Aldrich was engaged to prepare the planning documents for the aforesaid public work, and said architect and/or engineer has completed the documents and submitted them for approval; and

WHEREAS, the completed planning documents have been carefully studied and are considered to comprise adequate planning of the public work, essential to the community and within the financial ability of the City of Providence to construct;

NOW, THEREFORE, BE IT RESOLVED by the City Council, the governing body of said applicant, that the planning documents submitted by Creer, Kent, Cruise & Aldrich as the basis for detailed planning of the Public Works and Highway Office Building and Garage dated December , 1958 in connection with Housing and Home Finance Agency Project No. R. I. 37-P-3008 be and the same are hereby approved; and that certified copies of this resolution be filed with the Housing and Home Finance Agency.

IN CITY COUNCIL

DEC 18 1958

READ and PASSED

*Charles A. Smith*  
President  
*Robert W. White*  
Clerk

APPROVED

DEC 19 1958

*Walter H. Reynolds*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

APPROVING PLANNING DOCUMENTS  
FOR PUBLIC WORKS AND HIGHWAY  
OFFICE BUILDING AND GARAGE

FILED  
DEC 11 4 36 PM '58  
CITY CLERK'S OFFICE  
PROVIDENCE, R.I.

*700-1000000  
100-1000000*

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 596

Approved December 19, 1958

Resolved,

That all unfinished business now pending before this City Council be and the same is hereby continued to the next City Council which convenes on the first Monday in January, 1959.

IN CITY COUNCIL

DEC 18 1958

READ and PASSED

*Charles H. Smith*  
President  
*James H. Brown*  
Clerk

APPROVED

DEC 19 1958

*Nathan H. Reynolds*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

Continuing all Unfinished Business of This City Council to the Next City Council Which Convenes on the First Monday in January, 1961

*Mr. Boyer*

# RESOLUTION OF THE CITY COUNCIL

No. 597

Approved December 19, 1958

Resolved,

That the City Solicitor be and he hereby is authorized and directed to urge passage by the 1959 General Assembly of an Act exempting from taxation the personal property of Intellex Systems, Incorporated, substantially in accordance with the accompanying draft Act.

IN CITY COUNCIL

DEC 18 1958

READ and PASSED

*Robert H. Whitman*  
President  
*Robert H. Whitman*  
Clerk

APPROVED

DEC 19 1958

*Walter H. Finner*  
MAYOR

RESOLUTION  
OF THE  
CITY COUNCIL

URGING PASSAGE OF AN  
ACT EXEMPTING FROM TAXA-  
TION PERSONAL PROPERTY  
OF INTELEX SYSTEMS,  
INCORPORATED.

*Mr. W. W. W. W.*  
*(by request)*

DEC 11 4 36 PM '58  
CITY CLERK'S OFFICE  
PROVIDENCE, R. I.

DEC 11 1958

STATE OF RHODE ISLAND, &c.

In General Assembly

January Session, A. D. 19<sup>59</sup>

A N A C T

EXEMPTING MAIL PROCESSING EQUIPMENT AND OTHER  
PERSONAL PROPERTY OF INTELON SYSTEMS INCORPORATED  
FROM TAXATION BY THE CITY OF PROVIDENCE

It is enacted by the General Assembly as follows:

Section 1. The mail processing equipment and all other personal property of Intelon Systems Incorporated, located in the Providence Experimental Mail Processing Plant which is to be situated on Charlon, Corliss and West River Streets in the City of Providence, shall be exempt from taxation by the City of Providence so long as such equipment and personal property are leased to or used by the United States of America, or any agency thereof.

Sec. 2. This act shall take effect upon its passage and all acts and parts of acts inconsistent herewith are hereby repealed.