

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 420

Approved November 23, 1970

WHEREAS, Andrew L. Jackson, Jr., representing the Providence Y.M.C.A., competed and captured the First-Place Title of "Mr. Teenage Eastern America, 1970" and "Mr. Eastern America-Best Arms", recently in New Haven Connecticut,

NOW THEREFORE BE IT RESOLVED THAT His Honor Mayor Joseph A. Doorley, Jr., and the Members of the City Council hereby congratulate Andrew L. Jackson, Jr., for having won these coveted awards over seventeen other contestants from the New York-New England area.

IN CITY COUNCIL

NOV 19 1970

READ and PASSED

[Signature]
President
[Signature]
Clerk

APPROVED
[Signature]
NOV 23 1970
MAYOR

Commencement Dinner and
Commencement Lecture

RESOLUTION OF THE CITY COUNCIL

No. 421

Approved November 23, 1970

RESOLVED, That because time is of the essence and the best interests of the City require, the Mayor is hereby authorized to execute a lease of the tract of land bounded by Fountain, Eddy, and Worcester Streets on a month to month basis at the best rental price obtainable, subject to the terms and conditions as may be approved by his Honor the Mayor and the City Solicitor.

IN CITY COUNCIL

NOV 19 1970

READ and PASSED

[Signature]
President
[Signature]
Clerk

APPROVED
[Signature]
NOV 23 1970
MAYOR

*Councilman Mcnelly sees
Councilman Johnson by request*

RESOLUTION AUTHORIZING
THE MAYOR TO EXECUTE A
LEASE OF LAND BOUNDED
BY FOUNTAIN, EDDY AND
WORCESTER STREETS,
PROVIDENCE, R.I.

FILED
Nov 19 9 22 AM '70
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

LEASE

THIS INDENTURE OF LEASE made and entered as of the 15th day of January, A. D. 1971, by and between the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter referred to as the LESSOR and NATIONAL GARAGES OF RHODE ISLAND, INC. a Rhode Island corporation, its successors and assigns, hereinafter referred to as the LESSEE:

WITNESSETH:

That the said LESSOR, for and in consideration of the rents and covenants hereinafter specified and contained on the part of the said LESSEE, its successors and assigns, to be kept and performed, does hereby grant, demise, lease unto the LESSEE, that certain lot or parcel of land situated on Fountain, Eddy and Worcester Streets in the City of Providence, shown as shaded area and designated by the letters A-B-C-D on the accompanying plan entitled, "Providence, R. I., P. W. Dept.--Engineering Office, City Property Section, Plan No. 062530, Date May 28, 1963", bounded and described as follows:

Beginning at the southeasterly corner of Eddy and Fountain Streets; thence easterly along the southerly line of Eddy Street one hundred twenty-three and thirty-two one hundredths (123.32) feet to the southwesterly corner of Eddy and Worcester Streets; thence southerly along the westerly line of Worcester Street, one hundred forty-six and forty-seven one hundredths (146.47) feet to a corner; thence westerly, making an interior angle of 90° -05' -40", bounded southerly by land now or formerly of Matthew Blade, one hundred six and eighty-four one hundredths (106.84) feet to the easterly line of Fountain Street; thence northerly, making an interior angle of 96° -12' -40", along the easterly line of Fountain Street, one hundred forty-seven and thirty-three one hundredths (147.33) feet to the southeasterly corner of Eddy and Fountain Streets and the point and place of beginning.

Said parcel of land contains 16,851 square feet and is further identified as being lots 145 and 147 on City Assessor's Plat 25.

TO HAVE AND TO HOLD said tract or parcel of land for and during the term from the 15th day of November, A. D. 1970 to the 1st day of March, A. D. 1971, yielding and paying therefor a monthly rental of TWO THOUSAND FIVE HUNDRED (\$2,500) DOLLARS, payable on the 15th day of November, December, January and a final payment of ONE THOUSAND TWO HUNDRED AND FIFTY (\$1,250) DOLLARS on February 15, 1971. In addition, the Lessee agrees to pay to the Lessor THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500) DOLLARS payable in equal installments of TWELVE THOUSAND FIVE HUNDRED (\$12,500) DOLLARS on April 24, 1971, September 24, 1971 and February 24, 1972.

The term of this lease may be extended upon such terms and conditions and for such additional period as the Lessor acting by and through its Committee on City Property and with the approval of the Mayor and the Lessee, may agree.

In consideration of the payment of said rents and charges hereinafter specified and the performance of the covenants and agreements on the part of the Lessee to be kept and performed as herein set forth, the Lessor hereby covenants to and with the Lessee as follows, viz:

1. That the Lessee, paying the rent and charges hereby reserved and performing and observing the covenants of the Lessee herein contained, may peaceably hold and enjoy said premises during said term without any lawful let or hindrance by the Lessor or any party claiming by, through or under the Lessor except as herein provided.

2. On or after March 1, 1970, unless the parties hereto shall mutually agree to extend the lease as provided herein, the Lessor acting by and through its Committee on City Property and with the approval of the Mayor shall not lease, use or otherwise allow the use of the premises or any part thereof for the purpose of parking motor vehicles without the consent of the Lessee, its successors or assigns for a period of twenty

(20) years from the date hereof, nor shall the Lessor during said term sell said premises to any individual, partnership, corporation or association without the expressed provision in the deed transferring title to said premises that said premises will not be used for the purpose of parking motor vehicles without the consent of the Lessee, its successor or assigns. Prior to said date of March 1, 1971, the Lessor upon thirty days' written notice to the Lessee may sell or lease said premises except for use for parking motor vehicles, as hereinbefore provided, in which event this lease shall terminate and the Lessee shall not be liable for further monthly rental payment, provided however, that the obligations of the Lessor under this paragraph and the obligations of the Lessee to pay to the Lessor the sum of \$37,500 in the installments as provided in Paragraph 1 hereof, shall remain in full force and effect.

In consideration of the lease aforesaid and the performance of the covenants and agreements on the part of the Lessor to be kept and performed as herein set forth, the Lessee hereby covenants to and with the Lessor as follows, viz:

3. That the Lessee will promptly pay the rent reserved as aforesaid at the times the same shall become due, as herein fixed.

4. That the Lessee shall use or occupy said premises for a commercial parking lot, and shall not use or occupy or suffer said premises or any part thereof to be used or occupied for any purpose, unless with the express written permission of the Lessor, acting by and through its Committee on City Property, and will furthermore not use, occupy or suffer said premises to be used or occupied for any unlawful business or for any unlawful or immoral purpose, and that it will preserve the peace and

maintain good order on said premises at all times.

4. That, in case of any failure on the part of the LESSEE to pay said rent and charges at the time and in the manner aforesaid, or in case of failure on its part to perform any or all of the covenants and agreements herein contained on its part to be kept and performed, and if such failure shall continue for thirty (30) days after notice in writing by the LESSOR to the LESSEE, the LESSOR, by any agent duly authorized shall be at liberty to declare this lease at an end and may thereupon enter upon and take immediate and full possession of said premises and repossess the same as of its former estate without prejudice to its right to recover full rent and charges for the time for which the LESSEE has been in possession and any damages which the LESSOR may have suffered by reason of any breach of the terms or conditions of this lease on the part of the LESSEE.

5. That the LESSEE shall not assign this lease or sublet the whole or any part of the premises herein demised except with the approval of the LESSOR, acting by and through its Committee on City Property or such other Committee or Commission as shall succeed to the duties performed by said City Property Committee.

6. It is furthermore understood and agreed by and between the parties that in case at any time during the continuance of this lease the property herein demised and leased is required or taken for highway purposes or other public improvements by the LESSOR or by the state or federal governments, then and in that event the LESSOR may terminate this lease by written notice to the LESSEE, its successors and assigns, given by the Director of Public Works of the City of Providence for the time being, sixty (60) days prior to the termination date specified in said written notice. In the event of such termination, the LESSEE,

its successors and assigns shall and will at the expiration of the lease peaceably yield up unto the LESSOR all and singular the premises aforesaid, and prior to said termination date will remove all buildings or other structures on, in or over said demised premises, and any buildings or structures not so removed shall at the expiration of said termination date, at the option of the LESSOR, be and become its sole property. Provided, however, that if the LESSOR notified the LESSEE to remove said buildings or structures, and the LESSEE fails and neglects so to do, said LESSOR upon notice to the LESSEE may proceed to do said work, and said LESSEE shall be liable for the expenses and charges incurred in the work of removal; provided further that in the event of such termination the LESSEE shall not claim nor be allowed any damages, reimbursement or recovery of any kind by reason of the cancellation of this lease or the taking of the land or the taking of the buildings or improvements thereon because of failure of the LESSEE to remove them.

7. The LESSEE agrees to allow the erection and maintenance without any cost to it of a sign at the boundary of the premises herein demised advertising the location of the new bus terminal at Sabin and West Exchange Streets.

8. The LESSEE, at the expiration of the term of this lease, will remove all buildings, structures or other paraphernalia above or below the ground surface erected or placed by it on or in said premises, and fill in any holes so as to leave the ground surface in good level condition, provided that

if the same is not done as aforesaid, the LESSOR may remove the same and the expense of removal will be paid by the LESSEE, and further provided that any property not removed by the LESSEE within the time aforesaid shall at the expiration of the lease become the absolute property of the LESSOR, and the LESSOR may sell or dispose of the same as it may see fit, without prejudice to the right of the LESSOR to recover from the LESSEE the cost of any removal paid by the LESSOR.

9. The LESSEE will keep said premises in good order and condition and be solely responsible as between the LESSOR and the LESSEE for all the sidewalks about said premises notwithstanding any ordinance or law now or hereafter in force during the term hereof.

10. The LESSEE will conform to and observe all state laws and city ordinances and all departmental or other laws and regulations of state or city relative to the construction, repair, maintenance or use of all buildings and improvements heretofore or hereafter constructed or placed by it on said premises, and/or relative to any sidewalks, gangways or other matters appurtenant to or connected therewith.

11. The LESSEE will hold the LESSOR harmless, exonerated and indemnified from or against all loss, costs, damages and expenses, including reasonable counsel fees, under any and all claims by any third person or persons, or co-partnership, association or corporation, made and based upon any neglect or default during the term hereof of the LESSEE, or its tenants, agents or servants, upon or about said premises, or in the use, condition, maintenance, control or occupation of said premises or of any building, structure, fixture or other improvement,

or any personal property thereon, or of any part or parts thereof, or made or based upon any act or omission during said term in the erection or placing on said premises any building, structure, fixture or other improvement, or any personal property, or made or based upon any accident caused by the LESSEE'S negligence whatever occurring during said term upon or about said premises, or upon the sidewalks adjacent thereto, or in or about any building, structure, or improvement, or any personal property thereon, or any injuries suffered by any person or persons, or any damages to any property therein or thereon at any time or times during said term, and against any forfeiture, fine, loss, costs, damage and expense caused by its or their refusal or neglect during said term to comply with any statute, ordinance or law, present or future, in any way affecting said premises, or the erection, maintenance or use of any building, structure, fixture or other improvement, or any personal property thereon, and against all loss, costs, damage and expense, including reasonable counsel fees, lawfully suffered or reasonably incurred by the LESSOR in discharging said premises from any lien, judgment or incumbrance attached through any act or omission of the LESSEE, its agents or servants during the term hereof or suffered or incurred by the LESSOR in obtaining possession of said premises after default, or upon the expiration of the term of this lease.

12. the LESSEE will permit the LESSOR, its agents and servants, at all reasonable times to enter and inspect said premises and the buildings and improvements thereon and their contents.

13. The LESSEE will procure and maintain with reputable insurance company or companies, a policy or policies of insurance

in the sum of TEN THOUSAND (\$10,000) DOLLARS for injuries to one person, for the sum of TWENTY THOUSAND (\$20,000) DOLLARS for injuries to more than one person, and for the sum of FIVE THOUSAND (\$5,000) DOLLARS for property damage, such policy or policies insuring both the LESSEE and the LESSOR from liability imposed by law upon the LESSOR or LESSEE or both for any damages suffered by any other person or persons for injuries to its or their person or persons or property in and about the demised premises.

14. The LESSEE covenants and agrees that the demised premises will be available for parking.

15. Failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms or conditions of this lease, or to exercise any option or election of the LESSOR therein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, condition, option or election, but the same shall continue and remain in full force and effect. The receipt by the LESSOR of rent with knowledge of the breach of any covenant, term or condition hereof by the LESSEE shall not be deemed to be a waiver of such breach, and no waiver by the LESSOR of any covenant, term, condition or other provision of this lease or of the breach thereof shall be deemed to have been made by the LESSOR unless expressly acknowledged in writing by the LESSOR over its signature.

16. Provided, and this lease is made on the express condition that if the LESSEE shall become bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, or if a permanent receiver shall be appointed due to its financial condition, then the LESSOR, unless and only to the extent restrained by law, may immediately or at any time thereafter and without notice or demand enter upon said premises or any part thereof in the name

of the whole and decalre ended and thereby end this lease and those claiming under it, and remove their effects, if necessary, without being guilty of any manner of trespass, and without prejudice to any remedies which may be used for the recovery of rent or damages for breach of covenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the CITY OF PROVIDENCE by JOSEPH A. DOORLEY, JR., its Mayor, thereunto duly authorized for that purpose, and National Garages of Rhode Island, Inc., President by JOSEPH P. MCGEE, JR., its/thereunto duly authorized.

CITY OF PROVIDENCE

BY Joseph A. Doorley, Jr.
MAYOR

NATIONAL GARAGES OF RHODE ISLAND, INC.

BY Joseph P. McGee, Jr.



STATE OF RHODE ISLAND
PROVIDENCE, SC.

In the City of Providence, on the 13th day of January, A.D. 1977, then personally appeared before me the above named JOSEPH A. DOORLEY, JR., Mayor as aforesaid, to me known and known by me to the person who executed the foregoing instrument, and acknowledged the said instrument, by him executed in behalf of the City of Providence, to be his free and voluntary act and deed and the free and voluntary act and deed of said City.

Robert A. [Signature]
NOTARY PUBLIC

STATE OF RHODE ISLAND

PROVIDENCE, SC.

In the City of Providence, on the 2nd day of
Jan A.D. 1971, then personally appeared before me the
above named Joseph P. Meyer, President of
National Garages of Rhode Island, Inc. to me known and known
by me to be the person who executed the foregoing instrument,
and acknowledged the said instrument by him executed in behalf
of National Garages of Rhode Island, Inc., to be his free act
and deed and the free act and deed of National Garages of
Rhode Island, Inc.

Will Miller

NOTARY PUBLIC

my Comm.

CORRECT IN FORM AND SATISFACTORY TO ME.

Robert J. McEllen
CITY SOLICITOR

Received for Record at 4 o'clock 30 min. 41 P.M.

Recorder of Deeds

JAN 25 1971

Walter A. Long

L E A S E

THIS INDENTURE OF LEASE made and entered as of the 13th day of January, A. D. 1971, by and between the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter referred to as the LESSOR and NATIONAL GARAGES OF RHODE ISLAND, INC. a Rhode Island corporation, its successors and assigns, hereinafter referred to as the LESSEE:

W I T N E S S E T H :

That the said LESSOR, for and in consideration of the rents and covenants hereinafter specified and contained on the part of the said LESSEE, its successors and assigns, to be kept and performed, does hereby grant, demise, lease unto the LESSEE, that certain lot or parcel of land situated on Fountain, Eddy and Worcester Streets in the City of Providence, shown as shaded area and designated by the letters A-B-C-D on the accompanying plan entitled, "Providence, R. I., P. W. Dept.--Engineering Office, City Property Section, Plan No. 062530, Date May 28, 1963", bounded and described as follows:

Beginning at the southeasterly corner of Eddy and Fountain Streets; thence easterly along the southerly line of Eddy Street one hundred twenty-three and thirty-two one hundredths (123.32) feet to the southwesterly corner of Eddy and Worcester Streets; thence southerly along the westerly line of Worcester Street, one hundred forty-six and forty-seven one hundredths (146.47) feet to a corner; thence westerly, making an interior angle of 90° -05' -40", bounded southerly by land now or formerly of Matthew Blade, one hundred six and eighty-four one hundredths (106.84) feet to the easterly line of Fountain Street; thence northerly, making an interior angle of 96° -12' -40", along the easterly line of Fountain Street, one hundred forty-seven and thirty-three one hundredths (147.33) feet to the southeasterly corner of Eddy and Fountain Streets and the point and place of beginning.

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The term of this lease may be extended upon such terms and conditions and for such additional period as the Lessor acting by and through its Committee on City Property and with the approval of the Mayor and the Lessee, may agree.

In consideration of the payment of said rents and charges hereinafter specified and the performance of the covenants and agreements on the part of the Lessee to be kept and performed as herein set forth, the Lessor hereby covenants to and with the Lessee as follows, viz:

1. That the Lessee, paying the rent and charges hereby reserved and performing and observing the covenants of the Lessee herein contained, may peaceably hold and enjoy said premises during said term without any lawful let or hindrance by the Lessor or any party claiming by, through or under the Lessor except as herein provided.

2. On or after March 1, 1970, unless the parties hereto shall mutually agree to extend the lease as provided herein, the Lessor acting by and through its Committee on City Property and with the approval of the Mayor shall not lease, use or otherwise allow the use of the premises or any part thereof for the purpose of parking motor vehicles without the consent of the Lessee, its successors or assigns for a period of twenty

(20) years from the date hereof, nor shall the Lessor during said term sell said premises to any individual, partnership, corporation or association without the expressed provision in the deed transferring title to said premises that said premises will not be used for the purpose of parking motor vehicles without the consent of the Lessee, its successor or assigns. Prior to said date of March 1, 1971, the Lessor upon thirty days' written notice to the Lessee may sell or lease said premises except for use for parking motor vehicles, as hereinbefore provided, in which event this lease shall terminate and the Lessee shall not be liable for further monthly rental payment, provided however, that the obligations of the Lessor under this paragraph and the obligations of the Lessee to pay to the Lessor the sum of \$37,500 in the installments as provided in Paragraph 1 hereof, shall remain in full force and effect.

In consideration of the lease aforesaid and the performance of the covenants and agreements on the part of the Lessor to be kept and performed as herein set forth, the Lessee hereby covenants to and with the Lessor as follows, viz:

3. That the Lessee will promptly pay the rent reserved as aforesaid at the times the same shall become due, as herein fixed.

4. That the Lessee shall use or occupy said premises for a commercial parking lot, and shall not use or occupy or suffer said premises or any part thereof to be used or occupied for any purpose, unless with the express written permission of the Lessor, acting by and through its Committee on City Property, and will furthermore not use, occupy or suffer said premises to be used or occupied for any unlawful business or for any unlawful or immoral purpose, and that it will preserve the peace and

maintain good order on said premises at all times.

4. That, in case of any failure on the part of the LESSEE to pay said rent and charges at the time and in the manner aforesaid, or in case of failure on its part to perform any or all of the covenants and agreements herein contained on its part to be kept and performed, and if such failure shall continue for thirty (30) days after notice in writing by the LESSOR to the LESSEE, the LESSOR, by any agent duly authorized shall be at liberty to declare this lease at an end and may thereupon enter upon and take immediate and full possession of said premises and repossess the same as of its former estate without prejudice to its right to recover full rent and charges for the time for which the LESSEE has been in possession and any damages which the LESSOR may have suffered by reason of any breach of the terms or conditions of this lease on the part of the LESSEE.

5. That the LESSEE shall not assign this lease or sublet the whole or any part of the premises herein demised except with the approval of the LESSOR, acting by and through its Committee on City Property or such other Committee or Commission as shall succeed to the duties performed by said City Property Committee.

6. It is furthermore understood and agreed by and between the parties that in case at any time during the continuance of this lease the property herein demised and leased is required or taken for highway purposes or other public improvements by the LESSOR or by the state or federal governments, then and in that event the LESSOR may terminate this lease by written notice to the LESSEE, its successors and assigns, given by the Director of Public Works of the City of Providence for the time being, sixty (60) days prior to the termination date specified in said written notice. In the event of such termination, the LESSEE,

its successors and assigns shall and will at the expiration of the lease peaceably yield up unto the LESSOR all and singular the premises aforesaid, and prior to said termination date will remove all buildings or other structures on, in or over said demised premises, and any buildings or structures not so removed shall at the expiration of said termination date, at the option of the LESSOR, be and become its sole property. Provided, however, that if the LESSOR notified the LESSEE to remove said buildings or structures, and the LESSEE fails and neglects so to do, said LESSOR upon notice to the LESSEE may proceed to do said work, and said LESSEE shall be liable for the expenses and charges incurred in the work of removal; provided further that in the event of such termination the LESSEE shall not claim nor be allowed any damages, reimbursement or recovery of any kind by reason of the cancellation of this lease or the taking of the land or the taking of the buildings or improvements thereon because of failure of the LESSEE to remove them.

7. The LESSEE agrees to allow the erection and maintenance without any cost to it of a sign at the boundary of the premises herein demised advertising the location of the new bus terminal at Sabin and West Exchange Streets.

8. The LESSEE, at the expiration of the term of this lease, will remove all buildings, structures or other paraphernalia above or below the ground surface erected or placed by it on or in said premises, and fill in any holes so as to leave the ground surface in good level condition, provided that

if the same is not done as aforesaid, the LESSOR may remove the same and the expense of removal will be paid by the LESSEE, and further provided that any property not removed by the LESSEE within the time aforesaid shall at the expiration of the lease become the absolute property of the LESSOR, and the LESSOR may sell or dispose of the same as it may see fit, without prejudice to the right of the LESSOR to recover from the LESSEE the cost of any removal paid by the LESSOR.

9. The LESSEE will keep said premises in good order and condition and be solely responsible as between the LESSOR and the LESSEE for all the sidewalks about said premises notwithstanding any ordinance or law now or hereafter in force during the term hereof.

10. The LESSEE will conform to and observe all state laws and city ordinances and all departmental or other laws and regulations of state or city relative to the construction, repair, maintenance or use of all buildings and improvements heretofore or hereafter constructed or placed by it on said premises, and/or relative to any sidewalks, gangways or other matters appurtenant to or connected therewith.

11. The LESSEE will hold the LESSOR harmless, exonerated and indemnified from or against all loss, costs, damages and expenses, including reasonable counsel fees, under any and all claims by any third person or persons, or co-partnership, association or corporation, made and based upon any neglect or default during the term hereof of the LESSEE, or its tenants, agents or servants, upon or about said premises, or in the use, condition, maintenance, control or occupation of said premises or of any building, structure, fixture or other improvement,

or any personal property thereon, or of any part or parts thereof, or made or based upon any act or omission during said term in the erection or placing on said premises any building, structure, fixture or other improvement, or any personal property, or made or based upon any accident caused by the LESSEE'S negligence whatever occurring during said term upon or about said premises, or upon the sidewalks adjacent thereto, or in or about any building, structure, or improvement, or any personal property thereon, or any injuries suffered by any person or persons, or any damages to any property therein or thereon at any time or times during said term, and against any forfeiture, fine, loss, costs, damage and expense caused by its or their refusal or neglect during said term to comply with any statute, ordinance or law, present or future, in any way affecting said premises, or the erection, maintenance or use of any building, structure, fixture or other improvement, or any personal property thereon, and against all loss, costs, damage and expense, including reasonable counsel fees, lawfully suffered or reasonably incurred by the LESSOR in discharging said premises from any lien, judgment or incumbrance attached through any act or omission of the LESSEE, its agents or servants during the term hereof or suffered or incurred by the LESSOR in obtaining possession of said premises after default, or upon the expiration of the term of this lease.

12. the LESSEE will permit the LESSOR, its agents and servants, at all reasonable times to enter and inspect said premises and the buildings and improvements thereon and their contents.

13. The LESSEE will procure and maintain with reputable insurance company or companies, a policy or policies of insurance

in the sum of TEN THOUSAND (\$10,000) DOLLARS for injuries to one person, for the sum of TWENTY THOUSAND (\$20,000) DOLLARS for injuries to more than one person, and for the sum of FIVE THOUSAND (\$5,000) DOLLARS for property damage, such policy or policies insuring both the LESSEE and the LESSOR from liability imposed by law upon the LESSOR or LESSEE or both for any damages suffered by any other person or persons for injuries to its or their person or persons or property in and about the demised premises.

14. The LESSEE covenants and agrees that the demised premises will be available for parking.

15. Failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the covenants, terms or conditions of this lease, or to exercise any option or election of the LESSOR therein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, condition, option or election, but the same shall continue and remain in full force and effect. The receipt by the LESSOR of rent with knowledge of the breach of any covenant, term or condition hereof by the LESSEE shall not be deemed to be a waiver of such breach, and no waiver by the LESSOR of any covenant, term, condition or other provision of this lease or of the breach thereof shall be deemed to have been made by the LESSOR unless expressly acknowledged in writing by the LESSOR over its signature.

16. Provided, and this lease is made on the express condition that if the LESSEE shall become bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, or if a permanent receiver shall be appointed due to its financial condition, then the LESSOR, unless and only to the extent restrained by law, may immediately or at any time thereafter and without notice or demand enter upon said premises or any part thereof in the name

of the whole and decalre ended and thereby end this lease and those claiming under it, and remove their effects, if necessary, without being guilty of any manner of trespass, and without prejudice to any remedies which may be used for the recovery of rent or damages for breach of covenant.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the CITY OF PROVIDENCE by JOSEPH A. DOORLEY, JR., its Mayor, thereunto duly authorized for that purpose, and National Garages of Rhode Island, Inc., President by JOSEPH P. MCGEE, JR., its/thereunto duly authorized.

CITY OF PROVIDENCE

BY Joseph A. Doorley, Jr.
MAYOR

NATIONAL GARAGES OF RHODE ISLAND, INC.

BY Joseph P. McGee, Jr.



STATE OF RHODE ISLAND
PROVIDENCE, SC.

In the City of Providence, on the 13th day of January, A.D. 1977, then personally appeared before me the above named JOSEPH A. DOORLEY, JR., Mayor as aforesaid, to me known and known by me to the person who executed the foregoing instrument, and acknowledged the said instrument, by him executed in behalf of the City of Providence, to be his free and voluntary act and deed and the free and voluntary act and deed of said City.

Robert A. Decker
NOTARY PUBLIC

STATE OF RHODE ISLAND

PROVIDENCE, SC.

In the City of Providence, on the 2nd day of
January A.D. 1971, then personally appeared before me the
above named Joseph P. Meyer, President of
National Garages of Rhode Island, Inc. to me known and known
by me to be the person who executed the foregoing instrument,
and acknowledged the said instrument by him executed in behalf
of National Garages of Rhode Island, Inc., to be his free act
and deed and the free act and deed of National Garages of
Rhode Island, Inc.

Will Miller

NOTARY PUBLIC

my Comm.

CORRECT IN FORM AND SATISFACTORY TO ME.

Robert J. McEllis
CITY SOLICITOR

Received for Record at 7 o'clock 30 min. 41 P.M.

JAN 25 1971

Walter A. Long

Recorder of Deeds



ROBERT J. McOSKER

CITY SOLICITOR

RONALD H. GLANTZ

DEPUTY CITY SOLICITOR

EDWARD F. MALLOY

JOHN J. CAPPELLI

VINCENT F. KANE

ASSISTANTS

JOHN CAPPELLO

SPECIAL COUNSEL

WILLIAM J. LANDI

CLAIMS ADJUSTER

MAYOR
JOSEPH A. DOORLEY, JR.

LAW DEPARTMENT
CITY HALL, PROVIDENCE
RHODE ISLAND 02903

November 18, 1970

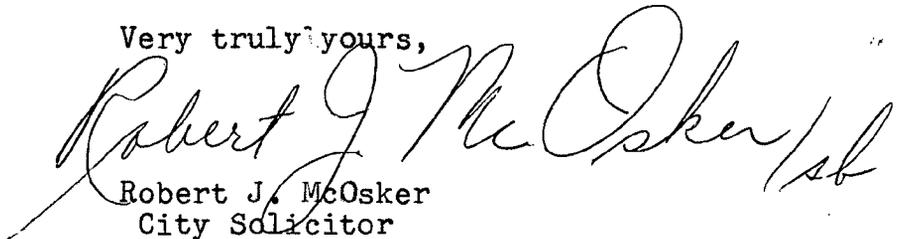
Vincent Vespia
City Clerk
City Hall

Dear Vinnie:

Attached hereto please find Resolution which the Mayor would like presented to the Council off the docket tommorrow night.

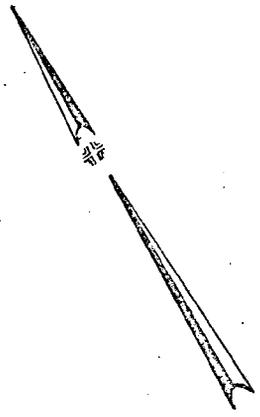
Skiet Read is preparing plans for this proposed lease and will deliver them to you.

Very truly yours,


Robert J. McOsker
City Sdlicitor

RJM:SB

PROVIDENCE, R.I.
 CITY PROPERTY SECTION
 Plan No. 062530
 Date May 28, 1963



DORRANCE

EDDY

ST.

ST.

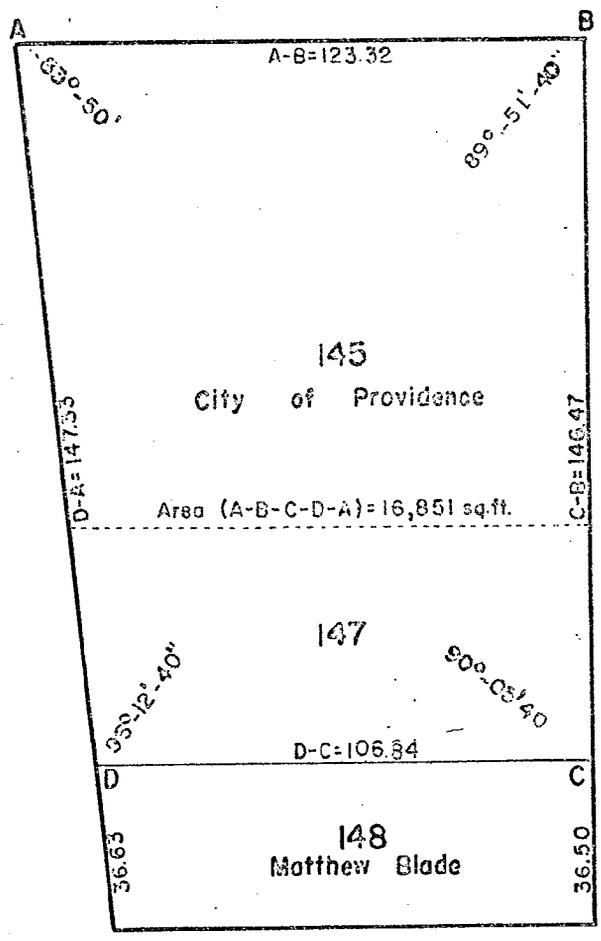
ST.

FOUNTAIN

ST.

WORCESTER

ST.



UNION

Lot Numbers From Assessor's Plat 25

CITY OF PROVIDENCE, R.I.
 Public Works Dept. - Engineering Office
 Showing Proposed Lease
 Drawn by W. J. B. Checked by J.P.K.
 Scale 1" = 80' Date May 28, 1963
 Current Robert B. Strong
 Approved Robert B. Strong

RESOLUTION OF THE CITY COUNCIL

No. 422

Approved November 23, 1970

Resolved,

That the following named person, firm or corporation is hereby granted permission to erect, alter or use a building or structure at the location named herein for the sale of petroleum, kerosene, gasoline, coal oil and their products, compounds and components as described and shown in and on the application therefor and accompanying plat, all on file in the office of the Department of Building Inspection subject to the conditions that said person, firm or corporation shall not violate any of the laws of the State of Rhode Island or any of the Ordinances of the City of Providence relative to the erection, use or occupation of said structure and that said person, firm or corporation shall not allow petroleum, kerosene, gasoline, coal oil or their products, compounds or components, to be conveyed over or across any sidewalk by means of any pipe or hose, and upon such special conditions as are hereby enumerated and further provided that the Director of the Department of Building Inspection may authorize minor changes in the structural detail of plans on file, viz:

PETER PAN DINER, INC., 327-338 Elmwood Avenue, Plat 49, Lots 461 and 473; install three (3) 4,000 gallon Gasoline Storage Tanks, one (1) 500 gallon fuel oil tank and one (1) 500 gallon waste oil tank; making a total storage capacity of thirteen (13,000) Thousand gallons upon the premises.

The erection or location of any buildings or structures not shown on the original plat on file with the Director of Department of Building Inspection, or any change in the location of buildings or structures from that shown on said plat shall be deemed a violation of this permit.

THE COMMITTEE ON

Resolutions.....
Approves Passage of
The Within Resolution

Warrant Lopez

Nov: 14, 1970 *Clark*

IN CITY COUNCIL

NOV 19 1970

READ and PASSED

Warrant Lopez
President
Warrant Lopez
Clerk

APPROVED

Joseph A. Parley Jr.
NOV 23 1970

.....

MAYOR

CITY OF PROVIDENCE

THE PUBLIC SERVICE ENGINEER

~~FRANK X. MANNIX~~

112 Union Street, Providence, R. I. 02903
831 - 6500

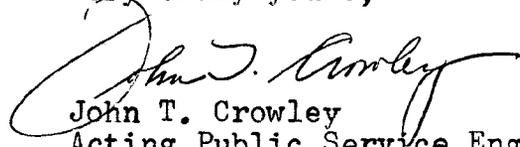
November 12, 1970

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

Dear Mr. Vespia:

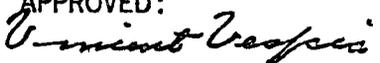
I enclosed herewith the bill of the Narragansett Electric Company for the month of October 1970, for the street lighting of the City of Providence, in the amount of \$58,459.63.

Very truly yours,


John T. Crowley
Acting Public Service Engineer

JTC/jd

IN CITY COUNCIL

November 19, 1970
APPROVED:

CLERK

RECEIVED OF DEPARTMENT OF CITY CLERK
November 23, 1970





THE HARRAGANSETT ELECTRIC COMPANY

New England
Electric System

P.O. Box 1438
Providence, R.I. 02901

SOLD TO 3-1820-0002
City of Providence
Public Service Engineer
City Hall
Providence, R. I.

DATE OCT 31 1970

INVOICE NO.

YOUR ORDER NO.

JOB NUMBER

TERMS: NET CASH

~~XXXXXX~~ Street Lighting

WHEN PAYING BY MAIL DETACH THE CASHIER'S STUB AND FORWARD WITH REMITTANCE TO INSURE PROPER CREDIT TO YOUR ACCOUNT.

16	All Night	O.H. Single	1000	Lumens @	.042630X65nts	4434
28	" "	O.H. "	1000	" @	.042630X64nts	7639
21	" "	O.H. "	1000	" @	.042630X62nts	5550
18	" "	O.H. "	1000	" @	.042630X61nts	4681
16	" "	O.H. "	1000	" @	.042630X60nts	4092
1	" "	U.G. "	1000	" @	.078329X60nts	470
1	" "	U.G.M.V.	15000C	" @	.265753X60nts	1595
15	" "	O.H. Single	1000	" @	.042630X59nts	3773
6	" "	O.H. Single	2500	" @	.085233X59nts	3017
7	" "	O.H. Single	1000	" @	.042630X58nts	1731
23	" "	O.H. Single	1000	" @	.042630X57nts	5295
6	" "	O.H. Single	2500	" @	.085233X57nts	2762
5	" "	O.H. Single	1000	" @	.042630X56nts	1130
30	" "	O.H. Single	1000	" @	.042630X55nts	6650
6	" "	O.H. Single	1000	" @	.042630X54nts	1304
2	" "	O.H.M.V.	15000C	" @	.210959X54nts	2152
1	" "	U.G.M.V.	15000C	" @	.265753X54nts	1355
26	" "	O.H. Single	1000	" @	.042630X53nts	5542
6	" "	O.H.M.V.	15000C	" @	.210959X53nts	6329
10	" "	O.H. Single	1000	" @	.042630X52nts	2046
2	" "	U.G. Single	1000	" @	.078329X52nts	752
12	" "	O.H. Single	1000	" @	.042630X51nts	2353
7	" "	O.H. Single	1000	" @	.042630X50nts	1343
1	" "	O.H.M.V.	15000C	" @	.210959X50nts	949
1	" "	U.G.M.V.	15000C	" @	.265753X50nts	1169
11	" "	O.H. Single	1000	" @	.042630X49nts	1923
1	" "	U.G.M.V.	15000C	" @	.265753X49nts	850
1	" "	U.G.M.V.	15000C	" @	.265753X30nts	797
						-114385

IN CITY COUNCIL

November 19, 1970

APPROVED:

U. M. ...

CLERK

5849508

WHEN PAYING BY MAIL PLEASE DETACH THIS STUB AND FORWARD WITH YOUR REMITTANCE TO INSURE PROPER CREDIT TO YOUR ACCOUNT

THE HARRAGANSETT ELECTRIC COMPANY
CASHIER'S STUB

RECEIVED FROM City of Providence ACCOUNT NUMBER 3-1820-0002
Public Service Engineer
ADDRESS City Hall Arrears:
Prov., R. I.

5849508

-58617-57-

REFERENCE OR JOB NUMBER INVOICE DATE INVOICE NUMBER AMOUNT

117112 65



THE NARRAGANSETT ELECTRIC COMPANY

P.O. Box 1438
Providence, R.I. 02901

SOLD TO 3-1820-0002
City of Providence
Public Service Engineer
City Hall
Prov., R. I.

DATE **09 31 1970**

INVOICE NO.

YOUR ORDER NO.

JOB NUMBER

~~XXXXXXXX~~ Street Lighting

TERMS: NET CASH

WHEN PAYING BY MAIL DETACH THE CASHIER'S STUB AND FORWARD WITH REMITTANCE TO INSURE PROPER CREDIT TO YOUR ACCOUNT.

10	ALL NIGHT	O.H.M.V.	3500	Lumens @	.123288X61nts	75	21
2	" "	U.G.M.V.	21000	" @	.312329X60nts	37	48
12	" "	O.H.M.V.	3500	" @	.123288X60nts	88	77
1	" "	U.G.M.V.	3500	" @	.178082X60nts	10	68
12	" "	O.H.M.V.	7000	" @	.150685X59nts	106	68
16	" "	O.H.M.V.	3500	" @	.123288X59nts	116	38
10	" "	O.H.M.V.	7000	" @	.150685X58nts	87	40
9	" "	O.H.M.V.	7000	" @	.150685X54nts	73	23
26	" "	O.H.M.V.	3500	" @	.123288X54nts	173	10
5	" "	O.H.M.V.	3500	" @	.123288X53nts	32	67
7	" "	O.H.M.V.	7000	" @	.150685X52nts	54	85
26	" "	O.H.M.V.	3500	" @	.123288X52nts	166	69
2	" "	O.H.M.V.	21000	" @	.257534X51nts	26	27
1	" "	U.G.M.V.	21000	" @	.312329X51nts	15	93
6	" "	O.H.M.V.	3500	" @	.123288X51nts	37	73
3	" "	O.H.M.V.	7000	" @	.150685X50nts	22	60
6	" "	O.H.M.V.	21000	" @	.257534X50nts	77	26
27	" "	O.H.M.V.	3500	" @	.123288X50nts	166	44
1	" "	U.G.M.V.	7000	" @	.205479X48nts	9	86
15	" "	O.H.M.V.	3500	" @	.123288X48nts	88	77
1	" "	U.G.M.V.	3500	" @	.178082X48nts	8	55
15	" "	O.H.M.V.	3500	" @	.123288X46nts	85	07
1	" "	O.H.M.V.	21000	" @	.257534X45nts	11	59
9	" "	O.H.M.V.	3500	" @	.123288X45nts	49	93
1	" "	U.G.M.V.	21000	" @	.312329X44nts	13	74
11	" "	O.H.M.V.	3500	" @	.123288X41nts	55	60
1	" "	U.G.M.V.	21000	" @	.312329X32nts	9	99
1	" "	U.G.M.V.	21000	" @	.312329X30nts	9	37

+2514 34

Removals

2 All Night U.G. Single 10000 Lumens @ .244411X669nts 327 02

WHEN PAYING BY MAIL PLEASE DETACH THIS STUB AND FORWARD WITH YOUR REMITTANCE TO INSURE PROPER CREDIT TO YOUR ACCOUNT

THE NARRAGANSETT ELECTRIC COMPANY
CASHIER'S STUB

RECEIVED FROM

ACCOUNT NUMBER

ADDRESS

REFERENCE OR JOB NUMBER

INVOICE DATE

INVOICE NUMBER

AMOUNT



THE NARRAGANSETT ELECTRIC COMPANY

P.O. Box 1438
Providence, R.I. 02901

SOLD TO 3-1820-0002
City of Providence
Public Service Engineer
City Hall
Prov., R. I.

DATE OCT 31 1950

INVOICE NO.
YOUR ORDER NO.
JOB NUMBER

~~FOR ORDER~~ Street Lighting

TERMS: NET CASH

WHEN PAYING BY MAIL DETACH THE CASHIER'S STUB AND FORWARD WITH REMITTANCE TO INSURE PROPER CREDIT TO YOUR ACCOUNT.

4707	All Night	O.H. Single	1000	Lumens @ 1.296667	6103	41
106	" "	U.G. "	1000	" @ 2.382500	252	55
179	" "	O.H. "	2500	" @ 2.592500	453	69
13	" "	U.G. "	2500	" @ 4.259167	55	37
2	" "	O.H. "	10000	" @ 5.767500	11	54
26	" "	U.G. "	10000	" @ 7.434167	193	29
1473	" "	O.H.M.V.	7000	" @ 4.583333	6751	25
125	" "	U.G.M.V.	7000	" @ 6.250000	781	25
1296	" "	O.H.M.V.	15000	" @ 6.416667	8316	00
1073	" "	U.G.M.V.	15000	" @ 8.083333	8673	42
1	" "	U.G.M.V.	15000	2Lt.C.L. @ 14.500000	14	50
2	2h Hr. Bur.	U.G.M.V.	21000	Lumens @ 10.250000	20	50
42	" "	O.H.M.V.	15000	" @ 10.250000	430	50
1041	All Night	O.H.M.V.	21000	" @ 7.833333	8154	50
540	" "	U.G.M.V.	21000	" @ 9.500000	5130	00
4	" "	U.G.M.V.	21000	2Lt.C.L. @ 17.333333	69	33
7	" "	U.G.M.V.	7000	2Lt.C.L. @ 10.833333	75	83
2973	" "	O.H.M.V.	3500	Lumens @ 3.750000	11148	75
2	" "	U.G.M.V.	3500	" @ 5.416667	10	83
203	Half Night	U.G. Single	1000	Lumens @ 2.073333	420	89
3	" "	U.G. "	10000	" @ 5.882500	17	65
11	" "	U.G. "	2500	" @ 3.594167	39	54

57124 59

Additions

3	All Night	O.H.M.V.	7000	Lumens @ .150685X65nts	29	38
18	" "	O.H.M.V.	3500	" @ .123288X65nts	144	25
3	" "	O.H.M.V.	7000	" @ .150685X64nts	28	93
39	" "	O.H.M.V.	3500	" @ .123288X64nts	307	73
25	" "	O.H.M.V.	3500	" @ .123288X62nts	191	10
11	" "	O.H.M.V.	7000	" @ .150685X61nts	101	11

WHEN PAYING BY MAIL PLEASE DETACH THIS STUB AND FORWARD WITH YOUR REMITTANCE TO INSURE PROPER CREDIT TO YOUR ACCOUNT

THE NARRAGANSETT ELECTRIC COMPANY
CASHIER'S STUB

RECEIVED FROM

ACCOUNT NUMBER

ADDRESS

REFERENCE OR JOB NUMBER

INVOICE DATE

INVOICE NUMBER

AMOUNT

PUBLIC LIGHTS

TOO: NARRAGANSETT ELECTRIC COMPANY

STREET LIGHT OUTAGES FOR THE MONTH OF OCTOBER 1970

INCANDESCENTS

24 Hours U.G.	1000 Lumen @	.007144	.17
2288 Hours O.H.	1000 Lumen @	.003889	8.90
344 Hours O.H.	2500 Lumen @	.007775	2.67
Hours U.G. H.N.	1000 Lumen @	.011669	

MERCURY VAPOR

74 Hours U.G.	15000c Lumen @	.024241	1.79
267 Hours O.H.	15000c Lumen @	.019243	5.14
111 Hours U.G.	21000 Lumen @	.028489	3.16
211 Hours O.H.	21000 Lumen @	.023491	4.96
257 Hours O.H.	7000 Lumen @	.013745	3.53
456 Hours O.H.	3500 Lumen @	.011246	5.13

Total Street Lighting Bill	\$58,495.08
Total Outage Deduction	35.45
Net Total Bill for Month	\$58,459.63

IN CITY COUNCIL

November 19, 1970

APPROVED:

Vincent Vasquez

CLERK

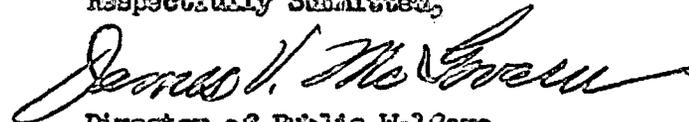
To The Honorable Joseph A. Dooley, Jr., Mayor
To The Honorable The City Council
Annual Report of the
Department of Public Welfare for the
Nine Months Ended June 30, 1970

November 19, 1970

The Honorable Joseph A. Doorley, Jr., Mayor
The Honorable The City Council

In compliance with Section 179 $\frac{1}{2}$ of Chapter 2
of the Revised Ordinances of the City of
Providence there is submitted herewith the
Annual Report of the Department of Public Welfare
for the nine months ended June 30, 1970.

Respectfully Submitted,

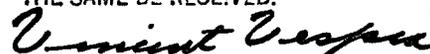

Director of Public Welfare

IN CITY COUNCIL

NOV 19 1970

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.


CLERK

(1)

STATEMENT OF EXPENDITURES

For The Fiscal Year Ended June 30, 1970

WELFARE ACTIVITIES	PERSONAL SERVICES	SERVICES OTHER THAN PERSONAL	MATERIALS & SUPPLIES	SPECIAL ITEMS	ITEM V	TOTAL
WELFARE ADMINISTRATION	15,093.00	114.25	113.08			15,350.23
GENERAL PUBLIC ASSISTANCE ADMINISTRATION	437,713.64	79,631.46	22,386.12	59.00	6.02	528,806.23
GENERAL PUBLIC ASSISTANCE HOME RELIEF GRANTS		1,054,916.87	332,203.94	1,204,567.25		2,571,688.06
TOTAL WELFARE ACTIVITIES	452,806.64	1,134,742.48	323,703.33	1,204,626.25	6.02	3,115,884.52

DETAILS OF EXPENDITURES

For The Fiscal Year Ended June 30, 1970

WELFARE ACTIVITIES

Welfare Administration

Personal Services

001	Salaries -- Permanent Positions	15,093.00	
-----	---------------------------------	-----------	--

	TOTAL		\$15,093.00
--	-------	--	-------------

Services Other Than Personal

109	Automobile Registration	2.00	
244	Repairs to Automobile and Truck	<u>142.15</u>	

	TOTAL		\$ 144.15
--	-------	--	-----------

Materials and Supplies

211	Motor Fuel	88.36	
212	Lubricants	<u>24.72</u>	

	TOTAL		\$ 113.08
--	-------	--	-----------

TOTAL WELFARE ADMINISTRATION

\$15,350.23

(3)

DETAILS OF EXPENDITURES

For The Fissal Year Ended June 30, 1970

GENERAL PUBLIC ASSISTANCE -- ADMINISTRATION

Personal Services

001	Salaries - Permanent Positions	437,713.64
-----	--------------------------------	------------

TOTAL

\$437,713.64

Services Other Than Personal

109	Fees Not Otherwise Classified	11,524.20
111	Telephone and Telegraph	24,046.89
112	Postage, Freight and Express	2,823.60
114	Automobile Allowance	360.00
116	Transportation (Social Case Workers)	1,776.62
131	Electric	6,980.65
141	Repairs to Office Machinery, Furniture and Furnishings	521.50
149	Repairs to Other Equipment	935.40
150	Repairs to Buildings	130.00
151	Maintenance and Servicing	300.00
163	Dues and Subscriptions	109.70
199	Miscellaneous Services Not Otherwise Classified	30,373.00

TOTAL

\$ 79,681.46

DETAILS OF EXPENDITURES - Continued

Materials and Supplies

201	Stationery, Printed Forms and Office Supplies	1,913.58
222	Repair Parts and Supplies for Plant Equipment	55.25
232	Pharmaceuticals	50.19
241	Fuel	7,809.79
244	Housekeeping Supplies and Minor Equipment	1,023.55
266	Lumber and Hardware	3.00
267	Paint and Painter's Supplies	74.30
268	Plumbing and Electrical Supplies	11.30
269	Construction and Maintenance Materials	350.40
299	Miscellaneous Materials and Supplies	96.75

TOTAL	11,386.11	\$11,386.11
-------	-----------	-------------

Special Items

302	Liability Insurance	59.00
-----	---------------------	-------

TOTAL		\$ 59.00
-------	--	----------

Capital Outlay

502	Books, Maps and Charts	6.02
-----	------------------------	------

TOTAL		\$ 6.02
-------	--	---------

TOTAL GENERAL PUBLIC ASSISTANCE -- ADMINISTRATION		\$528,846.23
---	--	--------------

For The Fiscal Year Ended June 30, 1970

GENERAL PUBLIC ASSISTANCE -- HOME RELIEF GRANTS

Services Other Than Personal

102	Medical Services	153,231.85
111	Telephones	493.67
116	Transportation of Persons	3,186.41
131	Gas and Electricity	38,345.39
136	Water Payments	78.53
147	Repairs to Household Equipment	964.28
169	Reprints Not Otherwise Classified	158,377.65
181	Laundering and Cleaning	121.52
182	Cash Payments	100.00
184	Hospitalization and Clinics	606,399.93
185	Burials	14,332.87
195	Manufacturers Services Not Otherwise Classified	28,724.69
	TOTAL	1,054,916.87

\$1,054,916.87

Miscellaneous and Supplies

201	Stationery, Printed Forms and Office Supplies	21.00
202	Small Tools and Shop Supplies	69.88
204	Wearing Apparel and Personal Supplies	11,108.32
222	Reprints Peris and Supplies	5.20
231	Medical, Chemical and Laboratory Supplies	12,539.71
232	Pharmaceuticals	64,705.20
241	Food	16,280.63
242	Foot	103,809.71
244	Housekeeping Supplies and Minor Expenses	63,670.66
245	Linens and Handkerchiefs	4.30
	TOTAL	312,203.94

312,203.94

Special Items

351	Cash Balance	1,204,567.25	\$1,204,567.25
-----	--------------	--------------	----------------

TOTAL GENERAL PUBLIC ASSISTANCE -- HOME RELIEF GRANTS \$2,571,698.06

GRAND TOTAL -- WELFARE ACTIVITIES \$2,115,884.52

DEPARTMENT OF PUBLIC WELFARE
BUREAU OF DOMESTIC RELATIONS

For The Fissal Year Ended June 30, 1970

COLLECTIONS

Non-Support of Minor Children
Settlements

12,931.87

1,700.00

TOTAL

14,631.87

\$14,631.87

PAID OUT

Division of Public Assistance
Court of Common Pleas
City Collector
Courtesy Accounts

11,314.37

189.00

170.00

957.00

TOTAL

12,630.37

\$12,630.37

TYPES OF CASES AND ACTIVITY

Complaints Submitted
Complaints Taken
Cases Closed or Inactive
Settlements
Active Cases at EDR
Minors Permits to Marry
Reciprocal Action
Petitions and Testimony Taken for Bureau
of Family Support by EDR

223

167

151

2

194

20

61

511

ANNUAL REPORT
OF THE
CITY TREASURER
OF THE
CITY OF PROVIDENCE
RHODE ISLAND

September 30, 1969



INDEX

Exhibit A—General Fund—Statement of Cash Receipts and Disbursements for fiscal year ending September 30, 1969.

Exhibit B—School Fund—Statement of Cash Receipts and Disbursements for fiscal year ending September 30, 1969.

Exhibit C—Statement of Trust and Special and Revolving Funds, September 30, 1969.

Exhibit D—Capital Fund, Statement of Cash Receipts and Disbursements for fiscal year ending September 30, 1969.

Exhibit E—Federal Funds, Statement of Cash Receipts and Disbursements for fiscal year ending September 30, 1969.

Exhibit F—Statement of Net Debt, September 30, 1969.

THE CITY OF PROVIDENCE

CITY TREASURER'S REPORT
September 30, 1969

TO THE HONORABLE THE CITY COUNCIL:

The undersigned, herewith presents a report of the cash transactions and/or balances of all funds together with a report of net debt, September 30, 1969.

Respectfully submitted,

David R. McGovern
DAVID R. McGOVERN,
City Treasurer

IN CITY COUNCIL
NOV 19 1970

READ:
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Vincent Vespa
CLERK

CITY OF PROVIDENCE

GENERAL FUND

Statement of Cash Receipts and Disbursements for

Fiscal Year Ending September 30, 1969

Cash Balance, October 1, 1968		\$ 982,089.32
Cash Receipts:		
Revenue Receipts	\$54,055,078.69	
Non-Revenue Receipts	73,137.92	
Investments Sold	60,455,806.45	114,584,023.06
		<u>115,566,112.38</u>
Cash Disbursements:		
Revenue Payments	\$50,030,423.71	
Liquidation of Prior Year En-		
cumberances	881,508.43	
Non-Revenue Payments:		
Investments Purchased	57,855,806.45	
Others	4,932,693.53	113,700,432.12
		<u>113,700,432.12</u>
CASH BALANCE, September 30, 1969		<u>\$ 1,865,680.26(1)</u>

(1) General Fund Investments outstanding
as of September 30, 1969.
Certificates of Deposit Investments
Totals \$1,000,000.00

EXHIBIT B

CITY OF PROVIDENCE

SCHOOL FUND

Statement of Cash Receipts and Disbursements for
Fiscal Year Ending September 30, 1969

Cash Balance, October 1, 1968.....		\$	69,915.00
Cash Receipts:			
Revenue Receipts	\$ 6,723,035.50		
Appropriation Receipts	16,465,933.00		
Non-Revenue Receipts	2,000.00	23,190,968.50	
		<u>23,260,883.50</u>	
Cash Disbursements:			
Revenue Payments	\$22,313,499.36		
Liquidation of Prior Year Encum- brances	60,225.75		
Non-Revenue Payment	2,000.00	22,375,725.11	
		<u>22,375,725.11</u>	
CASH BALANCE, September 30, 1969.....		\$	<u>885,158.39</u>

CITY OF PROVIDENCE

EXHIBIT C

Statement of Trust and Special and Revolving Funds, September 30, 1969

	Cash	Investments	Real Estate	Total Fund
Air Pollution Control Program Project No. 65-A 4301 MI.....	\$ 3,400.13	.....	.....	\$ 3,400.13
Anonymous Donation for the Support of the Poor.....	2,540.89	.....	.....	2,540.89
Anthony, Senator Henry B.—Prize Fund.....	3.00	\$ 3,000.00	.....	3,003.00
Anthony, Henry B.—Public Fountain Fund.....	2,550.47	.....	.....	2,550.47
Anthony, Senator Henry B. Prize Fund Income.....	90.00	.....	.....	90.00
Automobile Accident Insurance.....	22,633.26	.....	.....	22,633.26
Barnes, Ellen R.—Trust Fund.....	167.47	.....	.....	167.47
Better Providence Trust.....	8,395.49	.....	.....	8,395.49
Blackstone Blvd. Parkway Planting Fund.....	363.40	.....	.....	363.40
Bragunn, Mary Swift—Fund.....	1,773.32	3,000.00	.....	4,773.32
Central Purchasing Revolving Fund.....	26,423.46	.....	.....	26,423.46
City Licenses Due State of Rhode Island.....	25.00	.....	.....	25.00
Classical-Central Education Center Plans and Postage Deposit.....	31.75	.....	.....	31.75
Demolition In Federal Hill, Providence, R. I.....	13,154.00	.....	.....	13,154.00
Deposit and Refund.....	43,581.83	.....	.....	43,581.83
Dexter Donation Trust Fund.....	7,117.07	399,000.00	\$ 151,470.00	557,587.07
Dexter Donation Trust Fund Income.....	80,283.06	150,000.00	.....	230,283.06
Dexter, Ebenezer Knight Trust Fund, City of Providence, Trustee.....	2,034.94	982,660.78	.....	984,695.72
Dexter, Ebenezer Knight Trust Fund, City of Providence, Trustee— Income Acct.	165,600.47	.....	.....	165,600.47
Emergency Public Improvement Fund.....	82,149.27	739,180.00	.....	821,329.27
Employees' Defense Savings Account.....	11,678.32	.....	.....	11,678.32
Employees' Retirement System.....	821,822.24	(A) 42,715,279.16	.....	43,537,101.40
Employees' Suggestion Awards.....	866.00	.....	.....	866.00
Employees' Withholding Tax.....	797.71	.....	.....	797.71
Fire Insurance Fund.....	70,554.21	.....	.....	70,554.21
Food Stamp Program.....	25,352.73	.....	.....	25,352.73
Gould, Elizabeth Angell.....	383.20	100,000.00	.....	100,383.20
Gould, Elizabeth Angell—Fund Income.....	37,916.61	.....	.....	37,916.61
Gould, Marshall H.—Fund.....	105.00	5,000.00	.....	5,105.00
Gould, Marshall H.—Fund Income.....	3,831.59	.....	.....	3,831.59
Hospital Service Corporation of Rhode Island.....	27,639.44	.....	.....	27,639.44
Hurricane Barrier Assessments.....	346,267.29	.....	.....	346,267.29
Hurricane Barrier Assessments Interest on Investments.....	11,152.78	.....	.....	11,152.78
Johnson, Nellie Gordon Playground Fund.....	3,132.99	.....	.....	3,132.99

King, Abby A.—Trust Fund.....	6,313.23	11,951.26	18,264.49
King, Abby A. Trust Fund Income.....	20,148.53		20,148.53
Man, Anna H.—Trust Fund.....	9,099.97	356,000.00	365,099.97
Municipal Garage Revolving.....	14,257.61		14,257.61
New Water Main.....	71.31		71.31
North Burial Ground.....	19,981.26		19,981.26
North Burial Ground—Perpetual Care Fund.....	17,049.99	650,843.07	667,893.06
North Burial Ground—Perpetual Care Fund Income.....	23,519.26		23,519.26
North Burial Ground Reserve.....	82,000.00		82,000.00
Omnibus Crime Control and Safe Streets Act of 1968.....	2.00		2.00
Payroll Refund Escrow Account.....	3,983.72		3,983.72
Payroll Transfer Funds Accounts.....	3,798.24		3,798.24
Pedestrian Shopping Mall Extensions and Additions.....	4,608.64		4,608.64
Potter, Gladys—Trust Fund.....	11.00	11,000.00	11,011.00
*Premium on Bonds Issued.....	708.68		708.68
Providence Beautification Plan.....	14,845.30		14,845.30
Providence Civilian Defense Council.....	13,146.17		13,146.17
Providence Human Relations Commission.....	8,372.74		8,372.74
Providence Junior Fire Dept. Program.....	3,189.11		3,189.11
Providence Junior Police Camp.....	8,341.82		8,341.82
Providence Stanford Research Institute Civilian Defense.....	682.05		682.05
Public School Estates Revolving Fund.....	5,117.39		5,117.39
Public Works Highway Curbing.....	55,164.29		55,164.29
Public Works Highway Grading.....	8,731.02		8,731.02
Public Works Revolving Stores.....	63,062.66		63,062.66
Public Works Revolving Equipment.....	18,614.49		18,614.49
Real Estate Sales Proceeds North Burial Ground.....	6,850.00		6,850.00
Real Estate Sales Proceeds Roger Williams Park Land Condemnation State of R. I.	8,100.59		8,100.59
Real Estate Sales Proceeds Roger Williams Park Land Easement.....	2,300.00		2,300.00
Reserve for Social Security Taxes.....	245,071.65		245,071.65
R. I. M-1 Demolition Program in the Upper South Providence Area.....	5,344.34		5,344.34
Roberts Expressway—Property Owners' Escrow Funds.....	170.91		170.91
Roger Williams Park Zoo Fund.....	48.54		48.54
Roger Williams Plat Water Service.....	375.00		375.00
School Committee Special Memorial.....	10,698.29		10,698.29
Sewer Assessments—Lubec Street.....	913.16		913.16
Sharpe, Mary Elizabeth Parks Fund.....	515.44		515.44
Sharpe, Mary Elizabeth Tree Fund.....	6,727.63		6,727.63
Sinking Fund.....	54,534.25	180,000.00	234,534.25

EXHIBIT C—Continued

CITY OF PROVIDENCE
Statement of Trust and Special and Revolving Funds, September 30, 1969

	Cash	Investments	Real Estate	Total Fund
Smith, Charles H.—City of Providence Trustee u/w.....	69,892.14		8,784.00	78,676.14
Smith, Charles H. Estate—Real Estate Sales Proceeds Condemnation	0.00	54,600.00		54,600.00
Smith, Charles H. Estate Real Estate Sales Proceeds Income Condemnation	3,762.85			3,762.85
Smith, Charles H. Estate Real Estate Sales Proceeds—Superior Court	2,390.89	804,848.39		807,239.28
Smith, Charles H. Estate Real Estate Sales Proceeds—Superior Court Income	37,841.33			37,841.33
Smith, Charles H.—Trust Fund.....	1.00	1,000.00		1,001.00
Smith, Charles H. Trust Fund—Roger Williams Park.....	17,800.66			17,800.66
Smith, Charles H. Trust Fund Income.....	422.70			422.70
Special Assessments Highway—Curbing—Grading.....	56,136.30			56,136.30
State of Rhode Island Real Estate Conveyance Tax	12,723.25			12,723.25
State Sales Tax, Water	25,464.32			25,464.32
Tillinghast Donation	200.00			200.00
Tingley, Samuel H.—Trust Fund.....	15.00	100,000.00		100,015.00
Unclaimed Estates	6,783.84			6,783.84
Valley View Housing Reserve.....	34,168.45	368,000.00		402,168.45
Vinton, Emmeline Owen Fund	520.80			520.80
Vinton, Emmeline Owen Fund Income	68.48			68.48
Vinton, Frederick Arnold, M.D. Fund	520.80			520.80
Vinton, Frederick Arnold, M.D., Fund Income.....	161.96			161.96
Water Improvements Plans and Specifications—Deposits.....	3,261.18			3,261.18
Water Meter Conversion	39,437.11			39,437.11
Water Stores Revolving Fund.....	25,030.65			25,030.65
Water Works Depreciation and Extension.....	36,399.53	1,749,660.00		1,786,059.53
Westminster Pedestrian Shopping Mall Project APW R. I. 27-G.....	8,627.47			8,627.47
Weybosset Hill and Rental	15,916.78			15,916.78
Williams, Betsey Cottage Landscaping Fund.....	104.64			104.64
TOTALS	\$2,967,940.80	\$ 49,385,022.66	\$ 160,254.00	\$52,513,217.46

*For Retirement of Bonded Debt

(A) Included Loans to Employees in the amount of \$740,449.65.

Note: Encumbrances at September 30, 1969 are not reflected in above Fund Balances.

CITY OF PROVIDENCE

CAPITAL FUND

September 30, 1969

	Cash Balance Sept. 30, 1968	Receipts	Totals	Disbursements	Cash Balance Sept. 30, 1969
Additions and Alterations to the Providence Public Library.....	\$ 3,680.78	\$ 32,000.00	\$ 35,680.78	\$ 22,061.26	\$ 13,619.52
Additions and Alterations to Sewage Treatment Plant	69,951.21	530,000.00	599,951.21	549,857.00	50,094.21
Additional Rapid Sand Filters etc. for the Water Supply	0.00	500,000.00	500,000.00	500,000.00	0.00
1969 Bridge Construction and/or Reconstruction	0.00	390,000.00	390,000.00	325,000.00	65,000.00
Capital Debt Fund	0.00	49,675.79	49,675.79	0.00	49,675.79
Central-Classical Redevelopment Project	1,061.48	8,000.00	9,061.48	8,000.00	1,061.48
Classical-Central Education Center I	1,151,505.38	3,420,000.00	4,571,505.38	4,566,947.98	4,557.40
Classical-Central Education Center II	7,607.91	735,139.55	742,747.46	631,798.91	110,948.55
Classical High School Fire Damage Fund III	0.00	1,000.00	1,000.00	1,000.00	0.00
College Hill Demonstration D.L. (G)	402.02	0.00	402.02	0.00	402.02
Construction Major Improvement Water Supply System	0.00	2,535,000.00	2,535,000.00	2,535,000.00	0.00
Dutch Elm Disease Control	55,806.53	566,567.53	622,374.06	573,438.00	48,936.06
East Side Renewal	5,435.44	2,937,200.00	2,942,635.44	2,942,576.10	59.34
Empire Park Weybosset Hill Area	145,000.00	870,000.00	1,015,000.00	870,000.00	145,000.00
Extension to Municipal Dock at Fields Point	76,969.05	813,000.00	889,969.05	831,168.00	58,801.05
Fire Alarm Building Renovations	2,500.00	2,430,000.00	2,432,500.00	2,209,217.98	223,282.02
Fogarty, Mary E. Elementary School Fire Damage	0.00	1,500.00	1,500.00	0.00	1,500.00
Green Acres Project Shipyard Playground Development	23,527.00	102,733.33	126,260.33	102,733.33	23,527.00
1960 Highway	2,500.00	17,000.00	19,500.00	17,000.00	2,500.00
1964 Highway	1,773.79	41,000.00	42,773.79	42,235.89	537.90
1969 Highway Construction and/or Reconstruction	0.00	885,000.00	885,000.00	743,296.92	141,703.08
Highway Paving and Resurfacing	150,000.00	551,295.43	701,295.43	681,036.31	20,259.12
Hurricane Barrier	215,812.63	1,293,200.00	1,509,012.63	1,293,200.00	215,812.63
Inserting New Valves	10,511.23	40,000.00	50,511.23	50,511.23	0.00
Lippitt Hill Elementary School	104,270.18	775,000.00	879,270.18	794,278.14	84,992.04
Mashapaug Pond	151.42	0.00	151.42	0.00	151.42
Miscellaneous Water Works Depreciation and Extension Fund.....	1,876.60	4,500.00	6,376.60	6,376.60	0.00
Mount Hope Project Area Project R. I. R-18	685.47	4,000.00	4,685.47	3,910.47	775.00
Nathanael Greene Junior High School Fire Damage Fund	856.60	0.00	856.60	856.60	0.00
New Roof Building No. 3 at the Municipal Wharf	0.00	12,000.00	12,000.00	8,954.00	3,046.00

EXHIBIT D—Continued

CITY OF PROVIDENCE
CAPITAL FUND
 September 30, 1969

	Cash Balance Sept. 30, 1968	Receipts	Totals	Disbursements	Cash Balance Sept. 30, 1969
Off Street Parking Facilities in Providence	180,566.50	1,066,730.45	1,247,296.95	1,069,858.83	177,438.12
Parks Beautification Plan	11,387.46	0.00	11,387.46	9,545.05	1,842.41
Phase I Plains Exhibit Roger Williams Park	14,250.15	34,000.00	48,250.15	39,289.48	8,960.67
Public Works Highway Office Building and Garage	49,342.03	196,000.00	245,342.03	245,342.03	0.00
Public Welfare Administration Building	163,461.79	545,000.00	708,461.79	708,063.79	425.00
Recreation IV	12,038.31	20,000.00	32,038.31	31,860.18	178.13
Recreation V	4,269.78	525,350.00	529,619.78	521,984.15	7,635.63
Recreation Department Repairs and Moving Expenses	0.00	20,000.00	20,000.00	20,000.00	0.00
Redevelopment Act of 1965 No. II	28,668.00	114,400.00	143,068.00	142,805.75	262.25
Repairs and Improvements at Reservoirs	0.00	43,000.00	43,000.00	0.00	43,000.00
Repairs and Reconstruction of Bridges	8,881.76	56,000.00	64,881.76	64,881.76	0.00
Rest Rooms Roger Williams Park	68.38	0.00	68.38	68.38	0.00
Sanitation Building	51,154.74	290,000.00	341,154.74	303,640.36	37,514.38
Sanitary Sewers	30,000.00	120,000.00	150,000.00	150,000.00	0.00
School Athletic Fields	5,070.57	45,000.00	50,070.57	45,000.00	5,070.57
School For Handicapped Children	0.00	40,000.00	40,000.00	38,043.51	1,956.49
School Modernization and Construction	16,514.46	0.00	16,514.46	16,013.53	500.93
School Modernization and Construction Loan II	3,627.92	487,719.70	491,347.62	361,210.52	130,137.10
1964 Sewer	24,248.71	150,000.00	174,248.71	157,687.50	16,561.21
1969 Sewer Construction	0.00	220,000.00	220,000.00	187,417.57	32,582.43
Sewage Treatment Act III	36,873.54	284,000.00	320,873.54	292,468.00	28,405.54
Slum Clearance and Redevelopment Loan No. III	1,302.08	7,476.32	8,778.40	7,476.32	1,302.08
Slum Clearance and Redevelopment Loan No. IV	950.97	2,867,915.28	2,868,866.25	2,868,866.25	0.00
Slum Clearance and Redevelopment Loan No. V	0.00	160,000.00	160,000.00	156,550.00	3,450.00
Sludge Incinerator	280,963.46	2,825,000.00	3,105,963.46	2,834,084.30	271,879.16
Traffic Department Repairs and Moving Expenses	0.00	30,000.00	30,000.00	30,000.00	0.00
Weybosset Hill Renewal Project	1,123.41	16,350.00	17,473.41	17,451.08	22.33
Totals	\$2,956,648.74	\$29,708,753.38	\$32,665,402.12	\$30,630,036.06	\$ 2,035,366.06

CITY OF PROVIDENCE

Statement of Federal Programs September 30, 1969

	Cash	Total Fund
Code Enforcement E-1	\$ 186.94	\$ 186.94
Code Enforcement Escrow	20,337.00	20,337.00
Community Schools	13,125.23	13,125.23
Drop In Centers	288.26	288.26
Elderly Multi-Purpose Center	3,528.51	3,528.51
Human Relations Commission—Contract Compliance	1.12	1.12
Model Cities	80,658.65	80,658.65
Model Cities Agency Interim Assistance	1,950.67	1,950.67
Neighborhood Youth	15,428.09	15,428.09
New Careers	3,279.75	3,279.75
Providence Police Community Service Officer	24,823.91	24,823.91
Providence School Department Bureau of Work Program M.D.T.A.	8,306.52	8,306.52
Providence School Department Follow Through	34,467.07	34,467.07
Providence School Department Neighborhood Youth	81,064.20	81,064.20
Providence School Department Pre-Kindergarten	10,385.50	10,385.50
Redevelopment	165,916.00	165,916.00
Senior Aides	12,723.93	12,723.93
Supplemental Tunnel to Aqueduct	380,813.21	380,813.21
Title I E.S.E.A.	115,653.22	115,653.22
Title II E.S.E.A.	43,230.36	43,230.36
Title III E.S.E.A.	79,073.94	79,073.94
Title III E.S.E.A. A.R.I.S.E.	13,857.23	13,857.23
Title III E.S.E.A Providence and Blackstone Valley Planning Proposal	10,128.84	10,128.84
Title IV C.R.A.	18,938.83	18,938.83
Title V-B.H.E.A. National Teachers	22,639.96	22,639.96
Title VI Project Identify E.S.E.A.	7,998.13	7,998.13
Title VII Bilingual Education Program	18,396.45	18,396.45
Urban Planning Project P-23	430.47	430.47
Urban Renewal Movie (R I. D-3)	1,550.00	1,550.00
TOTALS	\$1,189,181.99	\$1,189,181.99

EXHIBIT F

CITY OF PROVIDENCE

**Statement of Net Debt
September 30, 1969**

	Notes	Bonds	Total
Gross Debt Oct. 1, 1968.....	\$12,188,084.72	\$58,113,000.00	\$70,301,084.72
Additions	7,650,915.28		7,650,915.28
	<hr/>	<hr/>	<hr/>
Reductions	\$19,839,000.00	\$58,113,000.00	\$77,952,000.00
		3,733,000.00	3,733,000.00
	<hr/>	<hr/>	<hr/>
Gross Debt Sept. 30, 1969..	\$19,839,000.00	\$54,380,000.00	\$74,219,000.00
Sinking Fund, Premium, Valley View Housing.....		687,087.17	687,087.17
	<hr/>	<hr/>	<hr/>
Net Debt Sept. 30, 1969..	\$19,839,000.00	\$53,692,912.83	\$73,531,912.83
	<hr/>	<hr/>	<hr/>