

RESOLUTION OF THE CITY COUNCIL

No. 35

Approved January 30, 1978

WHEREAS, the TOWN OF NORTH PROVIDENCE deems it advisable to arrange for a source of water from the CITY OF PROVIDENCE to the users in NORTH PROVIDENCE presently supplied water by the CITY OF PAWTUCKET, and

WHEREAS, the CITY OF PROVIDENCE is desirous of acquiring various fixtures consisting of pipes, mains, valves, connections, hydrants, etc. (hereinafter referred to as the "system"), from the TOWN OF NORTH PROVIDENCE, and

WHEREAS, the TOWN OF NORTH PROVIDENCE is desirous of selling said system to the said CITY OF PROVIDENCE, and

WHEREAS, the CITY OF PROVIDENCE is desirous of expanding the capacity of the Long Vue Reservoir on Mineral Spring Avenue in the TOWN OF NORTH PROVIDENCE, and

WHEREAS, the CITY OF PROVIDENCE is desirous of entering into an agreement relative to the tax assessment on its land on Mineral Spring Avenue in the TOWN OF NORTH PROVIDENCE, and

WHEREAS, NORTH PROVIDENCE and PROVIDENCE have negotiated an agreement, a copy of which is hereto annexed and made a part hereof, and

WHEREAS, the Town Council of the TOWN OF NORTH PROVIDENCE has approved a resolution authorizing the TOWN to sell said system, and

WHEREAS, the Town Council of the TOWN OF NORTH PROVIDENCE ratified and approved the assessment of the land and improvements, including any extensions of the same in the future, belonging to the PROVIDENCE WATER SUPPLY BOARD at Two Hundred and Fourteen Thousand, Nine Hundred and Eighty Dollars (\$214,980.00) as the total valuation for a period of ten (10) years from the execution of the agreement of sale, and

WHEREAS, the TOWN OF NORTH PROVIDENCE has agreed to sell said system to the CITY OF PROVIDENCE for the sum of Two Hundred Forty-seven Thousand, Five Hundred Dollars (\$247,500.00), payable without interest as follows:

(a) The sum of Twenty-five Thousand Dollars (\$25,000.00) shall be paid by the CITY OF PROVIDENCE to the TOWN OF NORTH PROVIDENCE

CITY OF PROVIDENCE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

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Approved;

commencing the date on which the system is severed from the CITY OF PAWTUCKET;

(b) The sum of Twenty-five Thousand Dollars (\$25,000.00) shall be paid by the CITY OF PROVIDENCE to the TOWN OF NORTH PROVIDENCE each year thereafter on the anniversary date of the first payment, and a final payment of Twenty-two Thousand, Five Hundred Dollars (\$22,500.00) on the tenth (10th) anniversary date;

(c) Upon the final payment from the CITY OF PROVIDENCE to the TOWN OF NORTH PROVIDENCE, the TOWN OF NORTH PROVIDENCE shall deliver a good and sufficient bargain and sale deed to the system of the CITY OF PROVIDENCE.

NOW, THEREFORE, be it resolved by the City Council of the CITY OF PROVIDENCE:

(1) That the CITY OF PROVIDENCE shall purchase such portion of the water supply system of the TOWN OF NORTH PROVIDENCE lying within the boundaries of the TOWN OF NORTH PROVIDENCE in accordance with the terms and conditions of the copy of the agreement attached hereto;

(2) That the Mayor of the CITY OF PROVIDENCE shall cause the execution of a duplicate original for and in behalf of the CITY OF PROVIDENCE of said purchase and sale agreement and to deliver and accept a duplicate original for and in behalf of the CITY OF PROVIDENCE.

IN CITY COUNCIL

JAN 19 1978

READ AND PASSED

Ralph Fagnolo PRES.
Rose M. Menlowe CLERK

APPROVED

MAYOR

Vincenta Camp
JAN 22 1978
3008

PROVIDENCE, R.I.
DEPT. OF CITY CLERK

DEC 18 8 34 AM '77

APR 17 1978

WATER SUPPLY BOARD

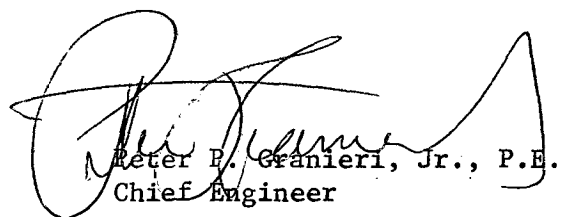


CITY OF PROVIDENCE

MEMO TO: Rose Mendoca, City Clerk

RE: Marieville Section of North Providence Agreement

Please find copy of executed Agreement relative to
Marieville Section of North Providence Water System.


Peter P. Granieri, Jr., P.E.
Chief Engineer

ms

enc.

cc: Mr. John A. Doherty
Chairman

April 19, 1978

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties mutually covenant and agree as follows:

FIRST: AGREEMENT TO BUY. NORTH PROVIDENCE hereby agrees to complete its purchase from the City of Pawtucket in accordance with its agreement dated the 30th day of October, 1974, a copy of which is annexed hereto and incorporated by reference herein and made part hereof and marked "EXHIBIT I".

SECOND: AGREEMENT TO BUY AND SELL. NORTH PROVIDENCE hereby agrees to convey said SYSTEM to PROVIDENCE by a good and sufficient bargain and sale deed free of all encumbrances, and PROVIDENCE hereby agrees to purchase said SYSTEM from NORTH PROVIDENCE, upon the conveyance of said SYSTEM to NORTH PROVIDENCE by Pawtucket.

THIRD: CONSTRUCTION. NORTH PROVIDENCE agrees to construct at its own expense the following: A sixteen (16") inch Feeder Line from said LONG VUE RESERVOIR owned by the said PROVIDENCE to Charles Street: A twelve (12") inch Feeder Line on Charles Street from Borah Street (N.P.) to Peter Street (P.): A twelve (12") inch Feeder Line on Dorman Avenue (N.P.) all under the supervision of the Providence Water Supply Board, PROVIDED, the said Providence Water Supply Board shall furnish said supervision AT ITS OWN EXPENSE. Further that NORTH PROVIDENCE AT ITS OWN EXPENSE, except for Water Supply Board supervision, shall engineer and complete all interconnections with PROVIDENCE and isolation from PAWTUCKET respectively. Also, PROVIDENCE will not enter into any immediate construction to alter the domestic and fire flows as was furnished by PAWTUCKET. Regarding customers receiving water up to severance with the Pawtucket system that are involuntary disconnected, the necessary connections as mains or services to reconnect them will be AT THE EXPENSE OF NORTH PROVIDENCE.

FOURTH: PURCHASE PRICE. It is mutually agreed that the purchase price for the said SYSTEM is TWO HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED (\$247,500) DOLLARS, payable without interest as follows:

A. The sum of TWENTY-FIVE THOUSAND (\$25,000) DOLLARS shall be paid by PROVIDENCE to NORTH PROVIDENCE commencing the date on which the SYSTEM is severed from the City of Pawtucket.

B. The sum of TWENTY-FIVE THOUSAND (\$25,000) DOLLARS shall be paid by PROVIDENCE to NORTH PROVIDENCE each year thereafter on the anniversary date of the first payment pursuant to PARAGRAPH FOURTH A. and a final payment of TWENTY-TWO THOUSAND FIVE HUNDRED (\$22,500) DOLLARS on the tenth anniversary date.

C. Upon the final payment from PROVIDENCE to NORTH PROVIDENCE, NORTH PROVIDENCE shall deliver a good and sufficient bargain and sale deed to the SYSTEM to PROVIDENCE.

FIFTH: JURISDICTION. Upon the waiver of jurisdiction by Pawtucket to supply water to users in the MARIEVILLE section, NORTH PROVIDENCE hereby agrees that PROVIDENCE shall have the exclusive jurisdiction for furnishing and supplying water to said users in NORTH PROVIDENCE presently supplied water by Pawtucket.

SIXTH: EASEMENTS AND CONSENTS. NORTH PROVIDENCE hereby assigns to PROVIDENCE all of the perpetual easements granted to it by Pawtucket in the City of Pawtucket as enumerated in EXHIBIT B annexed to EXHIBIT I, attached hereto. NORTH PROVIDENCE also grants to PROVIDENCE perpetual easements in all of the public highways in the MARIEVILLE section of NORTH PROVIDENCE together with all present locations of the SYSTEM, for the laying of water pipes, mains, valves, connections, hydrants, extensions, etc., provided that PROVIDENCE shall first comply with the Public Laws of the State of Rhode Island, Chapter 1278, of 1915, as amended.

SEVENTH: METER READING. Upon the effective date of the changeover to Providence water, said Pawtucket has agreed to furnish final bills to the users of water in the MARIEVILLE section, and copies of said meter readings

shall be furnished to NORTH PROVIDENCE by Pawtucket, as provided in Paragraph 12 in EXHIBIT I. NORTH PROVIDENCE agrees to furnish said copies of the final meter readings to PROVIDENCE (or copies thereof).

EIGHTH: LIABILITY. PROVIDENCE shall not be obligated to pay for repairs to highways or roads occasioned by it in the laying or repairing of water pipes or water mains, the costs thereof shall be borne by NORTH PROVIDENCE. PROVIDENCE shall not be liable for damages or injuries occasioned by the laying or repairing of water pipes or water mains in the highways or roads, nor shall it be liable for the failure or negligence of NORTH PROVIDENCE to repair or maintain said highways or roads after the completion of any such work by PROVIDENCE, PROVIDED HOWEVER, PROVIDENCE shall give written notice to the Director of Public Works of NORTH PROVIDENCE not more than SIXTY (60) HOURS after the completion of its work in a highway or road, setting forth the name of the highway and the location, where an opening had been made and work performed. PROVIDENCE shall not be liable for injuries or damages to third persons occasioned by the laying of water pipes or mains in the highways of NORTH PROVIDENCE in the said MARIEVILLE section.

NINTH: ASSESSMENTS. It is mutually agreed between the parties hereto that the total valuation of the land and buildings at the LONG VUE RESERVOIR assessed to the Providence Water Supply Board is TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY (\$214,980) DOLLARS and that said total valuations for the land and improvements, including any extensions of said RESERVOIR by PROVIDENCE in the future shall remain at an agreed total assessment of TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY (\$214,980) DOLLARS for a period of TEN (10) YEARS from the date of the execution of this Agreement. It is a further condition of this Agreement that the Town Council of the Town of North Providence shall approve and ratify this provision pursuant to the General Laws of the State of Rhode Island 39-15-11, as amended.

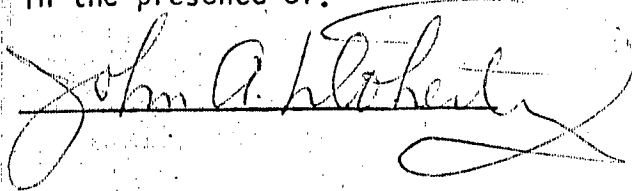
TENTH: MAINTENANCE. It is agreed that PROVIDENCE will provide fire protection at the same levels previously furnished by Pawtucket. PROVIDENCE will attain their own levels as money is derived from the SYSTEM.

ELEVENTH: In consideration of the mutual covenants and agreements contained herein, it is further stipulated and agreed by PROVIDENCE that in determining the water rates set for water users in NORTH PROVIDENCE in the future, it will consider the cost basis of actual capital expended by PROVIDENCE in North Providence, and it will NOT consider the value of the SYSTEM, the amounts expended by NORTH PROVIDENCE in connection with the acquisition of the SYSTEM, or the cost of or value of the construction previously expended or to be performed by NORTH PROVIDENCE pursuant to the terms of this Agreement.

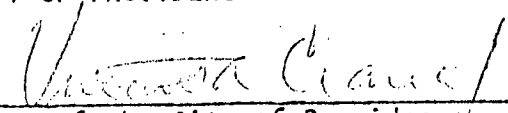
TWELFTH: This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said parties have respectively caused their corporate seals to be hereunto affixed and have caused these presents to be executed by VINCENT A. CIANCI, JR., the duly authorized Mayor of the City of Providence, RONALD H. GLANTZ, the acting City Solicitor for the City of Providence, SALVATORE MANCINI, the duly authorized Mayor of the Town of North Providence, ROBERT S. CIRESI, the Town Solicitor of the Town of North Providence, and MARGARET STEWART, Finance Director of the Town of North Providence, on the day and year first above written.

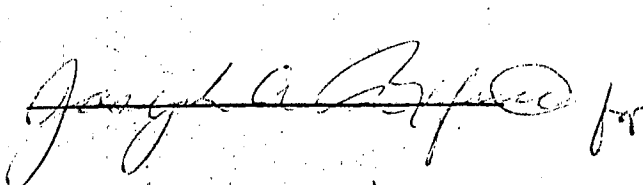

In the presence of:



CITY OF PROVIDENCE

By 
Mayor of the City of Providence

Approved as to legality and form:

 for 
City Solicitor, City of Providence

TOWN OF NORTH PROVIDENCE

G. Richard Fossa

By: Robert M. Amico
Mayor of the Town of North Providence

Approved as to legality and form:

Pauline M. Andre

Anthony M. Gallone
Town Solicitor, Town of North Providence

Approved as to availability of funds:

Pauline M. Andre

Madeline Ferrante
Finance Director, Town of North Providence

AGREEMENT

THIS AGREEMENT, made and entered into this *30th* day of *August*, 1974, by and between the City of Pawtucket, hereinafter referred to as PAWTUCKET, the Town of North Providence, hereinafter referred to as NORTH PROVIDENCE, said parties being municipal corporations of the State of Rhode Island,

W I T N E S S E T H :

WHEREAS, NORTH PROVIDENCE entered into a contract relative to water supply with PAWTUCKET, on August 2, 1909, for a term of fifteen (15) years; and

WHEREAS, said agreement was not renewed formally; and

WHEREAS, NORTH PROVIDENCE and PAWTUCKET have continued to operate under said agreement to the date of this agreement; and

WHEREAS, during the operation of said agreement, PAWTUCKET has installed various fixtures consisting of pipes, mains, valves, connections, hydrants, etc., in the Town of NORTH PROVIDENCE, hereinafter referred to as the SYSTEM; and

WHEREAS, NORTH PROVIDENCE desires to buy said SYSTEM from PAWTUCKET; and

WHEREAS, PAWTUCKET desires to sell said SYSTEM to NORTH PROVIDENCE; and

WHEREAS, NORTH PROVIDENCE has arranged for a source of water from the City of Providence for the users in NORTH PROVIDENCE; and

WHEREAS, the parties hereto contemplate that Pawtucket will supply the entire SYSTEM of NORTH PROVIDENCE until such time as the systems are completely separated.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto mutually agree as follows:

FIRST: Agreement to Buy and Sell. NORTH PROVIDENCE hereby agrees to purchase from PAWTUCKET, and PAWTUCKET agrees to sell to NORTH PROVIDENCE its entire SYSTEM situated in the Town of North Providence, with the exception of the mains, pipes, and valves in the streets enumerated in Exhibit A, to which PAWTUCKET shall retain ownership. —

SECOND: Purchase Price. It is mutually agreed that the purchase price for said SYSTEM is Four Hundred Ninety-five Thousand (\$495,000.00) Dollars, payable as follows:

- A. The sum of Fifty Thousand (\$50,000.00) Dollars shall be paid simultaneously with the execution of this Agreement.
- B. The sum of Fifty Thousand (\$50,000.00) Dollars shall be paid at the time a proposed sixteen (16) inch water main from Longue Vue Reservoir is connected to the present SYSTEM at Charles Street, or at the expiration of two years from the date hereof, whichever occurs first.
- C. The balance of Three Hundred Ninety-five Thousand (\$395,000.00) Dollars shall be paid when NORTH PROVIDENCE is furnished water by Providence via the above noted sixteen (16) inch water main, or two years from the date hereof, whichever is the first to occur, whereupon PAWTUCKET shall convey the SYSTEM to NORTH PROVIDENCE.

THIRD: Conveyance. Conveyance of said SYSTEM to NORTH PROVIDENCE by PAWTUCKET shall be by a good and sufficient Bargain and Sale Deed free of all encumbrances and maintained in

the customary manner until that date, in place.

FOURTH: Construction. PAWTUCKET recognizes that NORTH PROVIDENCE will necessarily be obliged to make connections, looping, and other major changes to said SYSTEM in order to connect said SYSTEM to the water supply in the City of Providence. PAWTUCKET will continue to furnish and supply water to the entire NORTH PROVIDENCE SYSTEM during the period of said necessary construction.

FIFTH: Waiver of Jurisdiction. On receipt of the balance of the purchase price and the delivery of the deed, as herein provided, PAWTUCKET agrees to waive its co-exclusive jurisdiction granted to it by the General Assembly to its exclusive territory in the Town of North Providence. PAWTUCKET agrees that it will permit the City of Providence and/or North Providence, as determined by North Providence, to take over the exclusive jurisdiction and to furnish and supply water to the users in NORTH PROVIDENCE in its said territory.

SIXTH: Separation of the SYSTEM. NORTH PROVIDENCE shall notify PAWTUCKET forty-eight (48) hours in advance of the severance or change over of the SYSTEM and said severance or change over shall be supervised by the agents and/or servants of PAWTUCKET and NORTH PROVIDENCE, unless said notice is waived in a particular instance by PAWTUCKET. In the event that PAWTUCKET'S agents and/or servants fail to appear in accordance with said notice, then NORTH PROVIDENCE may proceed in the absence of said agents and/or servants of PAWTUCKET. It is the contemplation of the parties, that the severance and/or change over of the SYSTEM shall take place as nearly as possible to March 31, or at the end of each following three month period, for convenience in rendering final bills by PAWTUCKET.

SEVENTH: Cooperation. PAWTUCKET and NORTH PROVIDENCE agree to cooperate with one another in causing an orderly severance of the SYSTEM and change over from NORTH PROVIDENCE to the new supplier, and PAWTUCKET further agrees to cooperate by providing

its agents and servants in its behalf to install shutoff valves as necessary to separate the SYSTEM at the Town Line on its own SYSTEM where necessary, and generally to carry out such other reasonable requests with respect to its own SYSTEM as are made by NORTH PROVIDENCE.

EIGHTH: Retention of Users. NORTH PROVIDENCE and PAWTUCKET recognize that the SYSTEM as it exists on the territorial boundary line between said municipalities will present special problems whereby the cooperation of NORTH PROVIDENCE and PAWTUCKET will become necessary. It is contemplated by the parties that no person in either community shall be deprived of water until a complete change over is affected and a conveyance of the SYSTEM. It is agreed that NORTH PROVIDENCE shall retain ownership of the connections to Lots numbered 232, 241 and 244 on Assessor's Plat 60B, in Pawtucket.

NINTH: Mutual Easements. PAWTUCKET and NORTH PROVIDENCE each agree to give the other, or its Assigns, perpetual easements in the streets of said respective municipality in order to install or maintain its SYSTEM on such streets on or near the NORTH PROVIDENCE-PAWTUCKET boundary line, where it will become necessary to maintain or install pipes, mains, valves, connections, etc., to serve its own users, Provided:

- (a) Twenty-four (24) hours notice shall be given to the other before a street is torn, unless there is an emergency in which event notice may be given after the fact.
- (b) The cost of any excavation shall be at the expense of the user of the easement.
- (c) The risk of damages or injuries to third parties shall also be at the expense of the user of the easement.

(d) be repaired at the expense of the user and left in reasonably the same condition as it was prior to the said exercise of the easement.

(e) NORTH PROVIDENCE hereby gives a perpetual easement to PAWTUCKET in such streets as are enumerated in Schedule C, attached hereto, reasonably necessary; without limiting the generality of the foregoing, PAWTUCKET hereby gives NORTH PROVIDENCE a perpetual easement in such streets enumerated in Exhibit B, attached hereto, where reasonably necessary.

TENTH: Dismissal of Suit. NORTH PROVIDENCE hereby agrees to dismiss with prejudice the suit pending in the Superior Court docketed as Civil Action No. 70-2366 forthwith upon execution of this Agreement.

ELEVENTH: Meters. PAWTUCKET represents to NORTH PROVIDENCE that all meters of users on the SYSTEM are owned by said users.

TWELFTH: Meter Reading. Upon the effective date of the severance or change over, PAWTUCKET shall cause a meter reading to be made of users affected by such severance or change over within five (5) working days of said request, which said reading shall serve as the final reading to PAWTUCKET and a copy of each said meter reading shall be furnished by PAWTUCKET to NORTH PROVIDENCE. PAWTUCKET will then issue final bills based on said meter readings to each said user. NORTH PROVIDENCE hereby guarantees the payment to PAWTUCKET of each said final bill as rendered for a period not exceeding one year and PAWTUCKET shall assign to NORTH PROVIDENCE such claims as are paid pursuant to this paragraph by NORTH PROVIDENCE.

THIRTEENTH: Interim Maintenance. Until such time as the.

SYSTEM is conveyed and the final severance or change over is effected, PAWTUCKET agrees to continue customary maintenance to maintain the SYSTEM and to exercise the hydrants routinely at its own expense.

FOURTEENTH: Interim Extensions. If any extensions of the SYSTEM are requested after the date of the execution of this Agreement, NORTH PROVIDENCE shall first be consulted and shall have the final judgment as to whether or not said system shall be extended, and if said SYSTEM in fact extended, NORTH PROVIDENCE shall guarantee the cost thereof to PAWTUCKET.

FIFTEENTH: Notice. NORTH PROVIDENCE agrees to give PAWTUCKET forty-eight (48) hours notice when its construction work is completed and ready to change over, whereupon all parties shall take all necessary steps to cooperate in effecting said change over in an orderly manner. Notices required to be given by this Agreement by the parties shall be deemed given to such parties, if given in writing by Certified Mail, Return Receipt Requested, or by messenger addressed as follows:

(a) to PAWTUCKET, c/o Chairman of Pawtucket Water Supply Board, Armistice Boulevard, Pawtucket, Rhode Island;

(b) to NORTH PROVIDENCE, c/o Mayor of North Providence, Mayor's Office, 11 George Street, North Providence Rhode Island.

SIXTEENTH: This Agreement shall inure to the benefit of the respective parties hereto and their successors and assigns forever.

IN WITNESS WHEREOF, said parties have respectively caused their corporate seals to be hereunto affixed and have caused these presents to be signed by Dennis M. Lynch, the duly authorized Mayor of the City of Pawtucket, and by Salvatore Mancini, the duly authorized Mayor of the Town of North Providence, on the day of year first above written.

CITY OF PAWTUCKET

by Alvin M. Lynch
Mayor of the City of Pawtucket

Approved as to legality and form:

Wm. K. Kauls
City Solicitor, City of Pawtucket

TOWN OF NORTH PROVIDENCE

by Robert A. Quinn
Mayor of Town of North Providence

Approved as to legality and form:

Robert A. Quinn
Town Solicitor Town of North Providence

Approved as to availability of funds:

Marion Stewart
Town Treasurer - Town of North
Providence

EXHIBIT A

PORTIONS OF THE SYSTEM IN NORTH PROVIDENCE WHICH WILL REMAIN THE
PROPERTY OF PAWTUCKET

End of line of Martha Street and valve
End of line of Oakdale Avenue and valve
End of line of Dorman Avenue
End of line of Oriole Avenue and valve
Finch Avenue from Stedman Avenue to Dorman Avenue
Valve on Mineral Spring Avenue
Valve on Vincent Avenue
Dorman Avenue from Finch Avenue to Mineral Spring Avenue
Anderton Avenue from Stedman Avenue to Dorman Avenue
Atwood Avenue from volve to Dorman Avenue
End of line together with valve on Grosvenor Avenue and Sando
Street
End of line and valve on Windmill and Gorizia Streets
End of line and valve on Terrace Avenue.

EXHIBIT B

NORTH PROVIDENCE EASEMENTS IN PAWTUCKET

Martha Street
Chandler Street
McCallum Avenue
Francis Avenue
Oakdale Avenue
Dorman Avenue
Finch Avenue
Stedman Avenue
Anderton Avenue
Dora Street
Vincent Avenue
Urban Avenue
Sando Street
Oliver Street
Jane Street
Windmill Street
Caroville Street
Piave Street
Monte Carmele Street
Trieste Street
Atwood Avenue
Mineral Spring Avenue
Grosvenor Avenue
Canete Street