

RESOLUTION OF THE CITY COUNCIL

No. 1567

Approved April 10, 1972

WHEREAS, the Bureau of Customs proposed to abolish the District of Providence, Rhode Island, and incorporate it as a Port, under the jurisdiction of the District of Boston, Massachusetts, and

WHEREAS, the effect of such a change would cause irreputable downgrading to the international trade activities in the Port of Providence, activities which have become more of a fact, in the last seven years, and

WHEREAS, the Port of Providence is now the embarkation port of several Passenger Cruise Ships, and the prospective port of embarkation and importation from many international sources, which requires every encouragement,

NOW, THEREFORE, BE IT RESOLVED, That the City Council does hereby vigorously protest the proposed transfer of local port jurisdiction to the City of Boston, Massachusetts, because of its downgrade economical effect on the progressive Port of Providence and the Metropolitan area of our State.

IN CITY COUNCIL

APR 6 - 1972

READ and PASSED

Robert J. Hayton
President
William A. Gerson
Clerk

APPROVED

APR 10 1972

Joseph A. Cowley
MAYOR

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 157

~~Approved~~ XXXXXX EFFECTIVE April 17, 1972

RESOLVED, That the Providence School Committee is urged to rescind that portion of the Providence Plan for High School Intergration requiring the involuntary busing of pupils.

IN CITY COUNCIL

EFFECTIVE WITHOUT MAYOR'S SIGNATURE
April 17, 1972

APR 6 - 1972

READ and PASSED

Robert J. Hayton
.....
Vincent Vespia
.....
President
Clerk

Vincent Vespia
.....
VINCENT VESPIA, CITY CLERK

THE COMMITTEE ON

Public Welfare

Approves Passage of

The Within Resolution

Samuel V. Messersmith

March 20, 1972 *Chairman*
Clab

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 158

Approved April 10, 1972

RESOLVED, that the School Department is requested to institute an inter-racial corp of students to monitor each means of ingress and egress of Central High School, for the purpose of excluding unauthorized persons from entering that school building.

IN CITY COUNCIL

APR 6 - 1972

READ and PASSED

Robert G. Stanton
President
William A. Chappin
Clerk

APPROVED

APR 10 1972

Joseph A. Looney
MAYOR

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Approves Passage of
The Within Resolution

March 20, 1972 ^{Chairman}
Clerk

RESOLUTION OF THE CITY COUNCIL

No. 159

Approved April 10, 1972

RESOLVED, that pursuant to paragraph 6 (E) of a certain Indenture of Lease by and between the City of Providence, as Landlord, and City Service Oil Company, as Tenant, which lease has been duly assigned by said Tenant to New England Bituminous Terminal Corporation, approval is hereby given to the assignment or mortgage of the leasehold interest of New England Bituminous Terminal Corporation under said lease to Industrial National Bank of Rhode Island to secure all indebtedness of said New England Bituminous Terminal Corporation to said Bank including a promissory note in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

IN CITY COUNCIL

APR 6 - 1972

READ and PASSED

Robert J. Hayton
.....
President
William C. Caspi
.....
Clerk

APPROVED

Joseph A. Dowley Jr.
APR 10 1972
.....
MAYOR

"APPROVAL BY THE CITY COUNCIL IS
HEREBY GIVEN TO ASSIGNMENT OR
MORTGAGE OF THE LEASEHOLD INTEREST
NOW HELD BY NEW ENGLAND BITUMINOUS
TERMINAL CORPORATION"

THE COMMITTEE ON

City Property
Approves Passage of
The Within Resolution

Wm. L. ...
March 20, 1912 *Clk.*

CERTIFICATE

The undersigned, the duly qualified City Clerk of the City of Providence, hereby certifies that at a meeting of the Committee on City Property of the City Council duly called and held on March 20, 1972, at which a quorum was present and acting throughout, the following resolution was duly adopted:

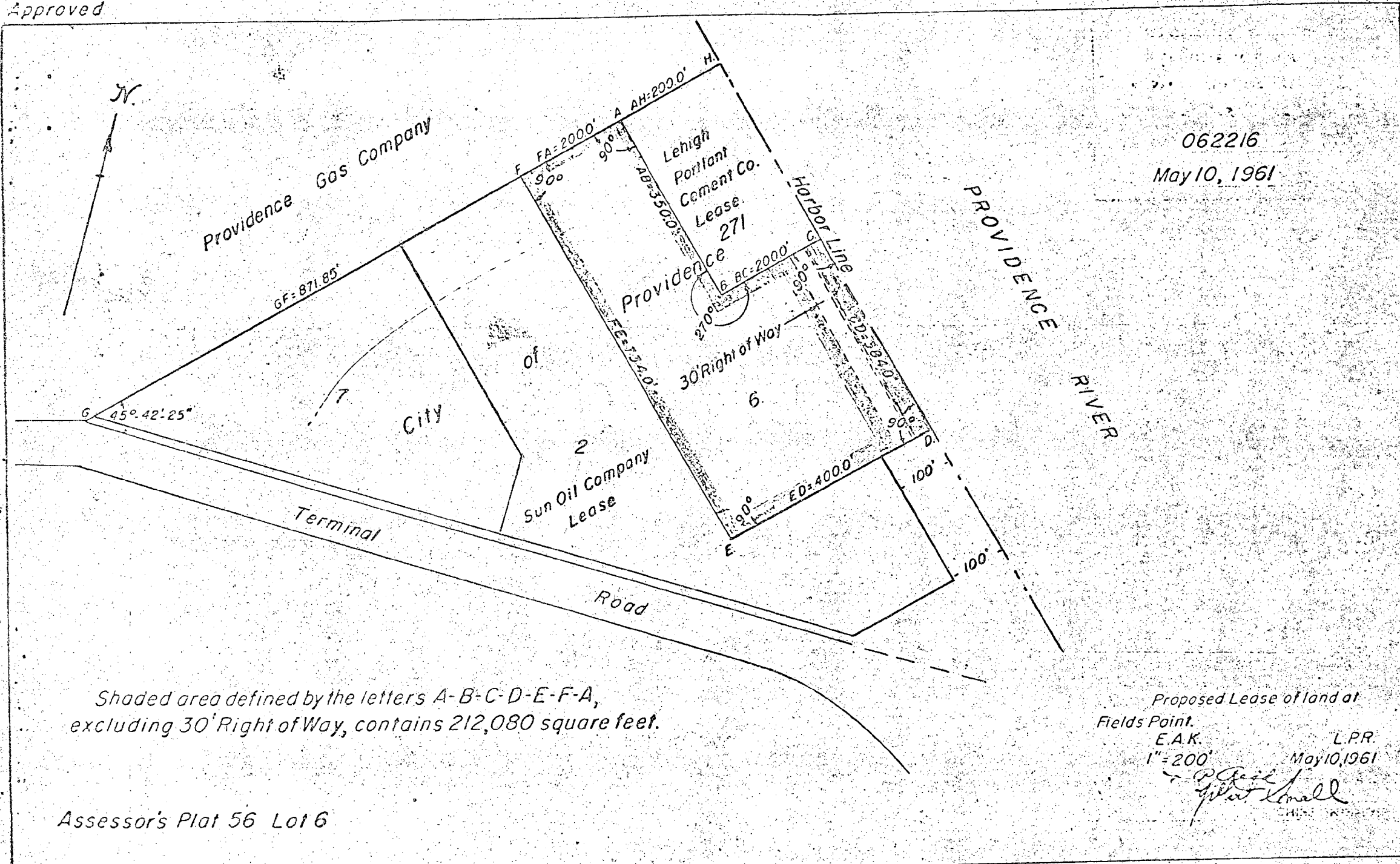
VOTED: That pursuant to paragraph 6(e) of a certain Indenture of Lease by and between the City of Providence, as Landlord, and City Service Oil Company, as Tenant, which lease has been duly assigned by said Tenant to New England Bituminous Terminal Corporation, approval is hereby given to the assignment or mortgage of the leasehold interest of New England Bituminous Terminal Corporation under said lease to Industrial National Bank of Rhode Island to secure all indebtedness of said New England Bituminous Terminal Corporation to said Bank including a promissory note in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00)

IN WITNESS WHEREOF, the undersigned has signed his name and caused the Seal of said City to be affixed this 11th day of April, 1972.

Vincent Vespa

City Clerk

C.C.R. No.
Approved



062216
May 10, 1961

Shaded area defined by the letters A-B-C-D-E-F-A,
excluding 30' Right of Way, contains 212,080 square feet.

Assessor's Plat 56 Lot 6

Proposed Lease of land at
Fields Point.
E.A.K. L.P.R.
1" = 200' May 10, 1961
Robert L. Small

768-C-83

RESOLUTION OF THE CITY COUNCIL

No. 160

Approved April 10, 1972

RESOLVED, that the City Solicitor be and he hereby is requested to appear before the 1972 session of the General Assembly and urge passage of an Act, in amendment of and in addition to Chapter 489 of the Public Laws of 1923 entitled, "An Act to Provide for the Retirement of Employees of the City of Providence", substantially in accordance with the accompanying draft Act.

IN CITY COUNCIL

APR 6 - 1972

READ and PASSED

Robert J. Dutton
.....
President
Wm. W. C. C. C.
.....
Clerk

APPROVED

APR 10 1972

Joseph A. Doolley
.....
MAYOR

IN AMENDMENT OF AND IN
ADDITION TO CHAPTER 489 OF
THE PUBLIC LAWS OF 1923 EN-
TITLED "AN ACT TO PROVIDE
FOR THE RETIREMENT OF
EMPLOYEES OF THE CITY OF
PROVIDENCE", AS AMENDED

THE COMMITTEE ON
APPROVES PASSAGE OF
THE WITHIN RESOLUTION
March 22, 1972 Clerk

IN CITY
COUNCIL

MAR 16 1972

FIRST READING
REFERRED TO COMMITTEE ON

FINANCE
CLERK

Councilman Deane and
Councilman Byrnes by report

State of Rhode Island, &c.

IN GENERAL ASSEMBLY

JANUARY SESSION, A. D. 1972

AN ACT

IN AMENDMENT OF AND IN ADDITION TO CHAPTER 489 OF THE PUBLIC LAWS OF 1923 ENTITLED "AN ACT TO PROVIDE FOR THE RETIREMENT OF EMPLOYEES OF THE CITY OF PROVIDENCE", AS AMENDED

It is enacted by the General Assembly as follows:

It is enacted by the General Assembly as follows:

SECTION I. Subdivision (12) of Section 1 of Chapter 489 of the Public Laws of 1923, as amended, is hereby further amended to read as follows:

"(12) "Annuity" shall mean payments for life derived from the accumulated contributions of a member. All annuities shall be paid in equal monthly installments. Notwithstanding the foregoing, for the purposes of paragraphs (b) and (c) of the subdivisions (2) and (4) of Section 9 "annuity" shall mean the payments for life provided by the member's accumulated contributions attributable to his required regular deductions, including special contributions or deductions under the provisions of subdivisions (6), (7), (8), (9), (10), (11), and (12) of Section 8 and including the amount by which his required regular deductions would have been increased had he elected to increase his deductions as provided in subdivision (1) of Section 5, if he did not do so."

SECTION II. Section 8 of said Chapter 489 is hereby amended by adding thereto the following Subdivision (12):

"(12) Effective July 1, 1972, any employee or any elected officer who was a member on January 1, 1972, and who had a period of continuous service of at least six months duration prior to his date of member ship, may, by written notice filed with the Retirement Board prior to July 1, 1973, elect to pay into the annuity savings fund, in such manner as shall be prescribed by said Board, an amount equal to all or a part of the deductions which would have been made had he been a member during such period of of continuous service and contributed during such period of service as an employee, together with interest thereon from the beginning of said period to the date of payment. Service prior to the fifth day of January, 1925, shall not be included in such period of service. Upon such payment, anything to the contrary not-

withstanding, such amount shall become part of his accumulated contributions and the period of service on account of which such payment was made shall be added to his period of service since last becoming a member. The crediting of such service shall be both for the purpose of computing the amount of pension which may become payable under this act and for the benefits payable hereunder, and the rights of any beneficiary claiming through him."

SECTION III. This Act shall take effect upon its passage and all Acts or parts of Acts inconsistent herewith are hereby repealed.

S.

H.

AN ACT

IN AMENDMENT OF AND IN ADDITION
TO CHAPTER 489 OF THE PUBLIC
LAWS OF 1923 ENTITLED "AN ACT
TO PROVIDE FOR THE RETIREMENT
OF EMPLOYEES OF THE CITY OF
PROVIDENCE", AS AMENDED

Presented by

ROBERT J. MCOSKER

CITY SOLICITOR

RONALD H. GLANTZ

DEPUTY CITY SOLICITOR

JOHN J. CAPPELLI

JOHN CAPPELLO

STEVEN S. SABER

ASSISTANTS

JOSEPH A. FLORIO

SPECIAL COUNSEL

CLAIMS ADJUSTER



LAW DEPARTMENT

CITY HALL, PROVIDENCE

RHODE ISLAND 02903

421-7740 EXT. 381

AREA CODE 401

MAYOR

JOSEPH A. DOORLEY, JR.

February 15, 1972

Joseph A. Doorley, Jr., Mayor
Executive Chambers
City Hall
Providence, Rhode Island

Dear Joe:

At the request of the Retirement Board, I am submitting herewith Resolution for submission to the City Council together with proposed legislation attached; the aim and purpose of which is to allow the members of the System to purchase prior service during a period beginning July 1, 1972 and ending July 1, 1973; which for some reason was interrupted and contributions withdrawn.

Sincerely yours,

Robert J. McOske^{CAT}
City Solicitor

RJM:cat

RESOLUTION OF THE CITY COUNCIL

No. 161

Approved April 10, 1972

WHEREAS, the City of Cranston is authorized by the provisions of Chapter 1278 of the Public Laws of 1915, as amended, to take and receive water from the City of Providence for use for domestic, fire and ordinary municipal supply purposes, and

WHEREAS, the City of Providence is desirous of selling water to the City of Cranston in accordance with the provisions of said Chapter 1278 of the Public Laws of 1915, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be, and he hereby is, authorized to execute for and in behalf of the City of Providence a written agreement with the City of Cranston providing for the purchase of water by said City of Cranston from the City of Providence for resale in the Western Area of the City of Cranston and establishing the price to be paid therefor substantially in accordance with the terms of the proposed agreement, a copy of which is attached hereto and made a part hereof by reference.

IN CITY COUNCIL

APR 6 - 1972

READ and PASSED

Robert G. Hayton
President
Thomas J. Murphy
Clerk

APPROVED

APR 10 1972

Joseph A. Dowley Jr.
MAYOR

RESOLUTION

OF THE

CITY COUNCIL

AGREEMENT OF THE CITY OF PROVIDENCE
AND THE CITY OF CRANSTON PROVIDING
FOR THE SALE OF WATER TO THE CITY OF
CRANSTON FOR RESALE IN THE WESTERN
AREA OF THE CITY OF CRANSTON.

IN CITY
COUNCIL

MAR 16 1972

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Vincent Vespa
CLERK

THE COMMITTEE ON

Finance

Approves Passage of
The Within Resolution

W. Vincent Vespa
March 24/1972
Chairman
Cl.

*Councilman Scianetta
and Councilman Lynch, by request*

AGREEMENT made this day of A.D. 19 by
and between the City of Cranston, a municipal corporation in the State of
Rhode Island, and the City of Providence, another municipal corporation in
the State of Rhode Island.

W I T N E S S E T H:

WHEREAS, the City of Cranston, acting pursuant to the provisions of
Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended, is desirous
of taking and receiving a supply of water from the City of Providence, and

WHEREAS, Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended,
provides that the City of Cranston shall have the right to take and receive water
from the source of supply of the City of Providence for use for domestic, fire
and other ordinary municipal supply purposes under the terms and conditions
set forth in said act, as amended, and

WHEREAS, the City of Providence, acting by and through the Water Supply
Board thereof, thereunto duly authorized, has elected to sell said water for
the purposes aforesaid to said City of Cranston at wholesale rates for resale
in Western Cranston within the limits of the areas described herein on Page 2
Par. (2) and in accordance with the provisions set forth in Chapter 1278 of the
Public Laws of Rhode Island, 1915, as amended, and

WHEREAS, the parties hereto believe it to be in their mutual interest to
provide for the sale and purchase of said water by written agreement.

NOW, THEREFORE, the said City of Cranston in consideration of the promises
and agreements on the part of the City of Providence herein contained, hereby
promises and agrees with the City of Providence and the City of Providence in
consideration of the promises and agreements on the part of the City of Cranston
hereby agrees with the City of Cranston, each of them as follows:

(1) The term of this agreement shall be for a period of seventeen (17)
years from and after the first day of December, 1971.

(2) The City of Providence agrees that it will deliver and supply the City of Cranston for resale in the seven areas hereinafter described herein with all water sold under and by virtue of the terms of this agreement from its Aqueduct Reservoir at or near Scituate Avenue in the City of Cranston, State of Rhode Island;

Area I. The area bounded by Comstock Parkway on the east, Plainfield Pike on the north, the 400 foot contour on the west, and Scituate Avenue on the south with the exception of the strip of land zoned A-80 along the north side of Scituate Avenue beginning at a point opposite the centerline of Wildflower Drive and extending westerly to the 400 foot contour.

Area II. The area bounded by I-295 on the east, Scituate Avenue on the south, Comstock Parkway on the west and Plainfield Pike on the north with the exception of a strip of land one lot deep along the southerly side of Plainfield Pike extending between I-295 and the easterly limit of Lot 38 shown on the Assessor's Plat No. 36-2.

Area III. The area to the north of Scituate Avenue between Stations 54 + 00 and 70 + 00 Scituate Avenue; bounded on the east by the easterly limits of Lot Numbers 140 and 164 extended northerly to the limit of present water service; bounded on the west by the easterly limits of Lot numbers 2 and 110; bounded on the south by Scituate Avenue. Said mentioned lots all as shown on Assessor's Plat No. 37.

Area IV. A. One lot deep on the north side of Scituate Avenue from the westerly boundary of Sub-Area III to Interstate Route 295.

B. The area bounded on the south and east by Aqueduct Reservoir site, on the north by Scituate Avenue, and on the west and south by Interstate Route 295.

Area V. The area bounded by Interstate Route 295 on the east; Scituate Avenue on the north; Comstock Parkway, Wildflower Drive, South Comstock Parkway and Olney Arnold Road on the west; and the Power line easement on the south.

Area VI. The area bounded on the east by Comstock Parkway and Wildflower Drive; bounded on the south by northerly sideline of the Providence Water Supply Board Aqueduct Easement; bounded on the west by the westerly limits of Lot 11, 12 and 13 shown on Assessor's Plat No. 34 to the 400 foot contour and then along said contour towards Scituate Avenue; bounded on the north by a line running approximately parallel to and one full lot depth south of the southerly sideline of Scituate Avenue to the westerly limit of one full lot depth from the westerly side of Wildflower Drive and then running northerly along said lot depth to the southerly sideline of Scituate Avenue, then easterly along the southerly sideline of Scituate Avenue to Comstock Parkway.

Area VII. The area generally known as Olney Arnold Estates bounded on the east by South Comstock Parkway; bounded on the south by the centerline of the Power line easement for a distance of 2500 feet to the west of South Comstock Parkway; bounded on the north by the northerly sideline of the Providence Water Supply Board's Aqueduct Basement from South Comstock Parkway westerly to its intersection with the westerly sideline of Lot No. 11 on Assessor's Plat No. 34; and bounded westerly by a straight line between the westerly ends of the northerly and southerly boundaries as defined above.

and the City of Cranston agrees that it will accept at said location all water sold to it under the terms of this agreement and that, at its own expense, it will, subject to such reasonable rules and regulations as may be adopted from time to time by the Water Supply Board of the City of Providence,

(a) Purchase, install, maintain and keep in good repair and operating condition a connection with the water supply system of the City of Providence and a meter or meters to record the quantity of water delivered by the City of Providence and taken by the City of Cranston at the location aforesaid.

(b) Whenever requested so to do by the Chief Engineer of the Water Supply Board of the City of Providence, or such other duly authorized officer or officers as may for the time being have charge of the waterworks and water supply system of the City of Providence, test the operating condition of its connection with the water supply system of the City of Providence and the accuracy of the meter or meters installed, as aforesaid, in the presence of a representative of the Water Supply Board of the City of Providence and said City of Cranston does further agree:

(i) That in the event it should fail to comply with any such request made, as aforesaid, that said City of Providence may check and test said connection and meter or meters and charge the cost thereof to the City of Cranston.

(ii) That if the connection with the water supply system at the location aforesaid or the meter or meters installed for registering the quantity of water used are found by the City of Providence not to be in good and proper

operating condition or inaccurate, that it will immediately, at its own expense, remedy said condition or if it fails to do so, that said City of Providence may undertake to do so and charge the cost thereof to the City of Cranston or if the City of Providence should pay said cost, that it will reimburse said City of Providence therefor.

(3) The City of Providence agrees to supply and the City of Cranston agrees to take the water provided for in this agreement, during the entire term hereof, in accordance with and subject to all the provisions, limitations, restrictions, rights and privileges set forth in Section 18 of Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended.

(4) The City of Cranston agrees that during the term of this contract no pipes or mains used for water supply purposes in said City of Cranston and carrying water from a source of supply other than that of the City of Providence shall be connected with the pipes and mains in said City of Cranston bearing water coming from the source of supply of the City of Providence. The City of Cranston agrees that it will, upon request of the Water Supply Board of the City of Providence, file in the office of said Water Supply Board of the City of Providence detailed plans of its distribution system and/or any extension thereof and that it will not place any extension thereof in service before the same shall have been approved by the Water Supply Board or the Chief Engineer thereof.

(5) The City of Cranston agrees that during the term of this agreement it will not establish any rate for water or charge any user for water a rate which is less than the rate charged by the City of Providence for the same class of user but will always maintain water rates equal to or above those charged by the City of Providence.

(6) The City of Cranston agrees that in the operation of its waterworks it will abide by such reasonable rules and regulations as may from time to time be established by the Water Supply Board of the City of Providence, or such other duly authorized officer or officers as may for the time being have charge of the waterworks and water supply system of the City of Providence; that it will enforce such reasonable rules and regulations in regard to the

installation of fixtures by its customers as may be made or approved by said Water Supply Board, or other authorized officer or officers, in order that a pollution of the water supply of the City of Cranston and the City of Providence may be effectively prevented, and further agrees that so far as practicable it will follow the rules and regulations established from time to time by the Water Supply Board of the City of Providence, or other authorized officer or officers, for the water system of the City of Providence.

(7) The City of Providence agrees to charge and the City of Cranston agrees to pay for all water delivered to said City of Cranston under and by virtue of this agreement, during the entire seventeen (17) year term hereof, the minimum sum of one hundred twenty-four (\$124.00) dollars per million gallons and at the same rate for any lesser quantity of water delivered, the amount of water to be determined by the readings of the meter or meters installed in accordance with the provisions of paragraph (2) hereof; provided, however, that the City of Providence, acting by and through the Water Supply Board, or such other duly authorized officer or officers as may for the time being have charge of the waterworks and water supply system of the City of Providence, may at any time during the first two year term of this agreement increase its rate of charge for water to be delivered during the second, third and fourth five year terms of this agreement and similarly during the second and third five year terms of this agreement it may also increase its rate of charge for water delivered in the remaining five year terms of this agreement and in the event any such increase in rate is made, as aforesaid, by the City of Providence, written notice of such change in rate shall be given to the City of Cranston at least ninety (90) days prior to the expiration of the first two year term, second five year term or third five year term, as the case may be, by mail addressed to the City Clerk of the City of Cranston. Any such increase in the rate of charge made by the City of Providence shall become effective as of December 1, 1973, December 1, 1978 or December 1, 1983, as the case may be, unless the City of Cranston shall, within thirty (30) days

of the receipt of notice of such increase, as aforesaid,

(a) Notify the City of Providence in writing through its Water Supply Board, or such other duly authorized officer or officers as may for the time being have charge of the waterworks and water supply system of the City of Providence, of its unwillingness to pay said increase.

(b) Request arbitration of the dispute under the provisions of Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended.

(c) Appoint its arbitrator as provided in Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended.

(d) Request the City of Providence, through its Water Supply Board, to also appoint an arbitrator as provided in Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended.

(8) Payments shall be made by the City of Cranston for all water delivered monthly based upon readings of the meter or meters and as shown on bills to be rendered by the City of Providence and the City of Cranston agrees to pay all bills for water within twenty (20) days from and after the bill therefor has been rendered.

(9) Should the City of Providence during the term of this agreement increase the rate of charge for water delivered or to be delivered to the City of Cranston above the minimum price of one hundred twenty-four (\$124.00) dollars per million gallons and at the same rate for any lesser quantity of water delivered as provided for herein, and should the City of Cranston, as provided for herein, express its unwillingness to pay such increase and request arbitration of the dispute in accordance with and under the provisions of Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended, the parties hereto agree to submit the matter in dispute to arbitration under the provisions of Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended, and to be bound by the final decision of the arbitrators.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the City of Cranston by its Mayor, thereunto duly authorized, and the City of Providence by Joseph A. Doorley, Jr., Mayor of said City of Providence, thereunto duly authorized, the day and year first herein written.

Signed in the presence of

CITY OF CRANSTON

By _____

Mayor

CITY OF PROVIDENCE

By _____

Mayor

JOHN A. DOHERTY, CHAIRMAN
EARL H. ASHLEY
UGO RICCIO
JOHN J. TIERNEY
DAVID R. MCGOVERN, EX-OFFICIO

WATER SUPPLY BOARD
CITY OF PROVIDENCE, R. I. 02908
552 ACADEMY AVENUE

JOSEPH E. MARTIN
CHIEF ENGINEER
JOHN E. ROGERS
DEPUTY CHIEF ENGINEER
JOHN T. WALSH, LEGAL ADVISOR
JOHN J. DEARY, SECRETARY

March 3, 1972

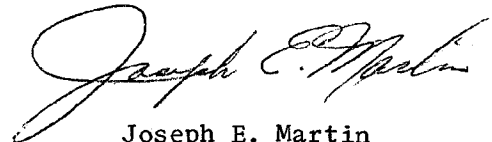
Mr. Vincent Vespia, City Clerk
City Hall
Providence, Rhode Island

Dear Mr. Vespia:

At a meeting of the Water Supply Board on March 3, 1972, it was voted to request that you include the resolution covering the sale of water to the City of Cranston for resale in the Western Area of Cranston on the appropriate Docket of a Council Meeting.

Enclosed herewith is the original and three (3) copies of the subject resolution together with a copy of the agreement.

Very truly yours,



Joseph E. Martin
Chief Engineer

JEM/ms

Encs.