

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 292

Approved May 8, 1959

Resolved,

That the sum of Twenty Thousand (\$20,000) Dollars is hereby ordered transferred by the Commissioners of Sinking Fund from the Water Depreciation and Extension Fund to a Special Account in the Capital Fund of the City of Providence, to be entitled: "OLNEYVILLE SQUARE REPAIR ACCOUNT".

Said sum or as much thereof as may be necessary shall be expended and any balance remaining in said fund at the completion of said work shall revert to the Water Depreciation and Extension Fund.

IN CITY COUNCIL

MAY 7 - 1959

READ and PASSED

Edmund P. Dwyer
President
Deverett W. Shaw
Clerk

APPROVED

MAY 8 1959

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 293

Approved May 8, 1959

Resolved,

That the City Council of the City of Providence hereby orders the assessment and collection of a tax on the ratable real estate and tangible personal property and ratable intangible personal property (the tax on ratable intangible property to be at the rate of forty cents on each one hundred dollars of the value thereof) in a sum not less than \$26,300,000 nor more than \$27,500,000; said tax is for ordinary expenses, charges and sinking funds, for the payment of interest and indebtedness in whole or in part of said City, and for other purposes authorized by law.

The City Assessor shall assess and apportion said tax on the inhabitants and ratable property of said City as of the 31st day of December, A. D. 1958, at twelve o'clock, noon, Eastern Standard Time according to law, and shall, on completion of said assessment, date and sign the same, and shall make out and certify to the City Collector of the City of Providence, on or before the 15th day of June, A. D. 1959, a complete list of the names of the persons taxed and of the total value of all the real estate taxed to each person, also the amount of personal estate assessed against each person, and also the total amount of the tax assessed against each person on said real estate and personal estate, opposite the name of the person or persons assessed, the assessment of real estate and of personal estate to appear in separate columns in said list. Said tax shall be due and payable on and between the 1st day of October, next and the twenty-sixth day of October, A. D. 1959, next, and all taxes remaining unpaid on said last named day shall carry until collected a penalty at the rate of eight per centum per annum upon such unpaid taxes. Provided, however, said tax may be paid in four installments, the first installment of twenty-five per centum on or before the twenty-sixth day of October, A. D. 1959, and the remaining installments as follows: Twenty-five per centum on the twenty-fifth day of January, A. D. 1960; Twenty-five per centum on the twenty-fifth day of April, A. D. 1960; and twenty-five per centum on the twenty-fifth day of July, A. D. 1960. Each installment

RESOLUTION
OF THE
CITY COUNCIL

The City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PAGE 2

of taxes, if paid on or before the last day of each installment period successively and in order, shall be free from any charge for interest. If the first installment or any succeeding installment of taxes is not paid by the last date of the respective installment period or periods as they occur, then the whole tax or remaining unpaid balance of the tax, as the case may be, shall immediately become due and payable and shall carry until collected a penalty at the rate of eight per centum per annum. The City Collector, shall by advertisement, in the public newspapers of the City, notify all persons assessed to pay their respective taxes at his office on and between the said 1st and twenty-sixth days of October, A. D. 1959, both days inclusive; said Collector shall attend daily during said periods, Saturdays, Sundays and Holidays excepted, at his office from nine o'clock A. M. to five o'clock P. M. to receive said taxes.

IN CITY COUNCIL

MAY 7 - 1959

READ and PASSED

Edward P. Duggan
President
Robert T. Whelan
Clerk

APPROVED

MAY 8 1959

Walter H. Reynolds
MAYOR

No.

~~CHARTER~~

~~XXORINANCE~~

RESOLUTION OF THE CITY COUNCIL
PROVIDING FOR THE ASSESSMENT
AND COLLECTION OF 1959 TAXES
IN A SUM NOT LESS THAN
\$26,300,000 NOR MORE THAN
\$27,500,000.

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RESOLUTION OF THE CITY COUNCIL

No. 294

Approved May 8, 1959

Resolved,

That His Honor the Mayor be and he hereby is authorized to enter into a contract with Cole Layer Trumble Company for a revaluation of the real estate in the City of Providence; said contract to provide for a payment to said Company for its services of FOURTEEN THOUSAND (\$14,000.00) Dollars per month for a five (5) month period ending September 30, 1959; to further provide that if and when further appropriation is made available for the period after September 30, 1959, said Company shall continue its services on said work for a further period not to exceed thirteen (13) months thereafter and to be paid the said rate of FOURTEEN THOUSAND (\$14,000.00) Dollars per month for twelve (12) months of said term and a final monthly payment of EIGHTEEN THOUSAND (\$18,000.00) Dollars for the last and thirteenth month, provided, that in any event, the total of all payments to be made to said Company not to exceed TWO HUNDRED FIFTY-SIX THOUSAND (\$256,000.00) Dollars; and provided further, that said contract shall contain such terms and conditions as shall be approved by His Honor, the Mayor and the Finance Director.

IN CITY COUNCIL

MAY 7 - 1959

READ and PASSED

Richard P. Hugley
President
Robert H. L. L...
Clerk

APPROVED

MAY 8 1959

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL
AUTHORIZING CONTRACT WITH
COLE LAYER TRUMBUE COMPANY
FOR A REAL ESTATE REVALUA-
TION.

IN CITY
COUNCIL

APR 16 1959

RECEIVED TO COMMITTEE ON
FINANCE
The Mayor's Office

Mr. Mayor
(by request)

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 295

Approved May 8, 1959

Resolved,

That the Mayor be and he hereby is authorized to execute for and in behalf of the City of Providence:

(a) An easement running to the Atlantic Realty Company, a corporation organized under the laws of the State of Rhode Island, over and across a strip of land in the City of Cranston owned by the City of Providence and used for water supply purposes, subject to certain conditions as provided in the accompanying draft of said easement attached hereto and made a part hereof by reference.

(b) An agreement with Herman F. Burlingame, Jr. and wife Rose L. Burlingame, of the City of Cranston, County of Providence in the State of Rhode Island, and the Atlantic Realty Company, a corporation organized under the laws of the State of Rhode Island, providing for the release by the City of Providence of its right to take earth and gravel from Lots 35 and 42 as shown and designated on Plat Card No. 10 of the Tax Assessors' Plats of the City of Cranston, on certain conditions and agreements of the other parties to said agreement and as provided in the accompanying draft of said agreement attached hereto and made a part hereof by reference.

IN CITY COUNCIL

MAY 7 - 1959

READ and PASSED

Edmund P. Dudley
President
Waverett H. Allen
Clerk

APPROVED

MAY 8 1959

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

authorizing the Mayor to
execute an easement running
to the Atlantic Realty Company
and an agreement with Herman
F. Burlingame, Jr. and wife
Rose L. Burlingame, and
Atlantic Realty Company
providing for release by the
City of Providence of certain
rights in Lots 35 and 42, Tax
Assessors' Plat 10 of the
City of Cranston

FILED
MAY 1 3 50 PM '59
CITY CLERK'S OFFICE
PROVIDENCE, R.I.

CITY OF PROVIDENCE, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter called the grantor, in consideration of One Dollar and other good and valuable consideration to it paid by the Atlantic Realty Co., a corporation organized under the laws of the State of Rhode Island, hereinafter called the grantee, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said grantee, their heirs and assigns forever, an easement or right-of-way for highway purposes over and across a strip or parcel of land in the City of Cranston owned by the City of Providence and located northwesterly of Pontiac Avenue, a public highway in said City of Cranston, and bounded and described as follows:

Beginning at a point on the northeasterly boundary line of lot numbered 116 owned by the City of Providence and shown on City of Cranston Assessors Card numbered 10 said boundary line bounding on land known as the Dellwood Manor Plat as recorded in the land records of the City of Cranston, said point being one hundred thirty four and 09/100 (134.09) feet southeasterly of a stone bound at the southwesterly corner of said plat, thence southwesterly making an interior angle of $94^{\circ} - 19' - 56''$ a distance of one hundred and 29/100 (100.29) feet to the southwesterly boundary line of said lot, thence southeasterly making an interior angle of $85^{\circ} - 40' - 04''$ along the southwesterly boundary line of said lot a distance of fifty and 14/100 (50.14) feet, thence northeasterly making an interior angle of $94^{\circ} - 19' - 56''$ to the northeasterly boundary line of said lot a distance of one hundred and 29/100 (100.29) feet, thence northwesterly making an interior angle of $85^{\circ} - 40' - 04''$ along the northeasterly boundary line of said lot a distance of fifty and 14/100 (50.14) feet to the point of beginning, the whole being a part of that parcel of land described in a deed from Joseph J. Budlong, Mary Ann Budlong and James A. Budlong to the City of Providence dated December 5, 1870, and recorded in Deed Book 51 at page 144 in the office of the Recorder of Deeds in the City of Cranston, R. I., and being further delineated on a plat entitled "City of Providence - Proposed Right-of-way Across Lot No. 116, Northeasterly of Pontiac Avenue Cranston, R. I." dated April 20, 1959, attached hereto and made a part of this deed.

PROVIDED, HOWEVER, that the City of Providence does hereby reserve unto itself, its successors and assigns, the right to, at any time, obstruct said easement or right-of-way for the purpose of inspecting, installing, repairing and maintaining its pipe line or lines located thereon.

Said grantee by their acceptance of this deed do hereby, for themselves, their heirs, executors, administrators and assigns, covenant to and with said grantor, its successors and assigns, that they will keep said easement or right-of-way passable and in good order and repair at all times at the expense of said grantee, their heirs and assigns, and that no highway or street shall be constructed across said easement or right-of-way until a plan and profile showing the construction of the proposed highway or street shall have been submitted to and approved by the Water Supply Board of the City of Providence or such other agency of said City of Providence as at the time has the control and administration of the Water Department of the City of Providence.

IN WITNESS WHEREOF, said City of Providence has caused this instrument to be executed and its corporate seal to be hereunto affixed by Walter H. Reynolds, its Mayor, hereunto duly authorized by a resolution adopted by the City Council of the City of Providence.

CITY OF PROVIDENCE

By _____

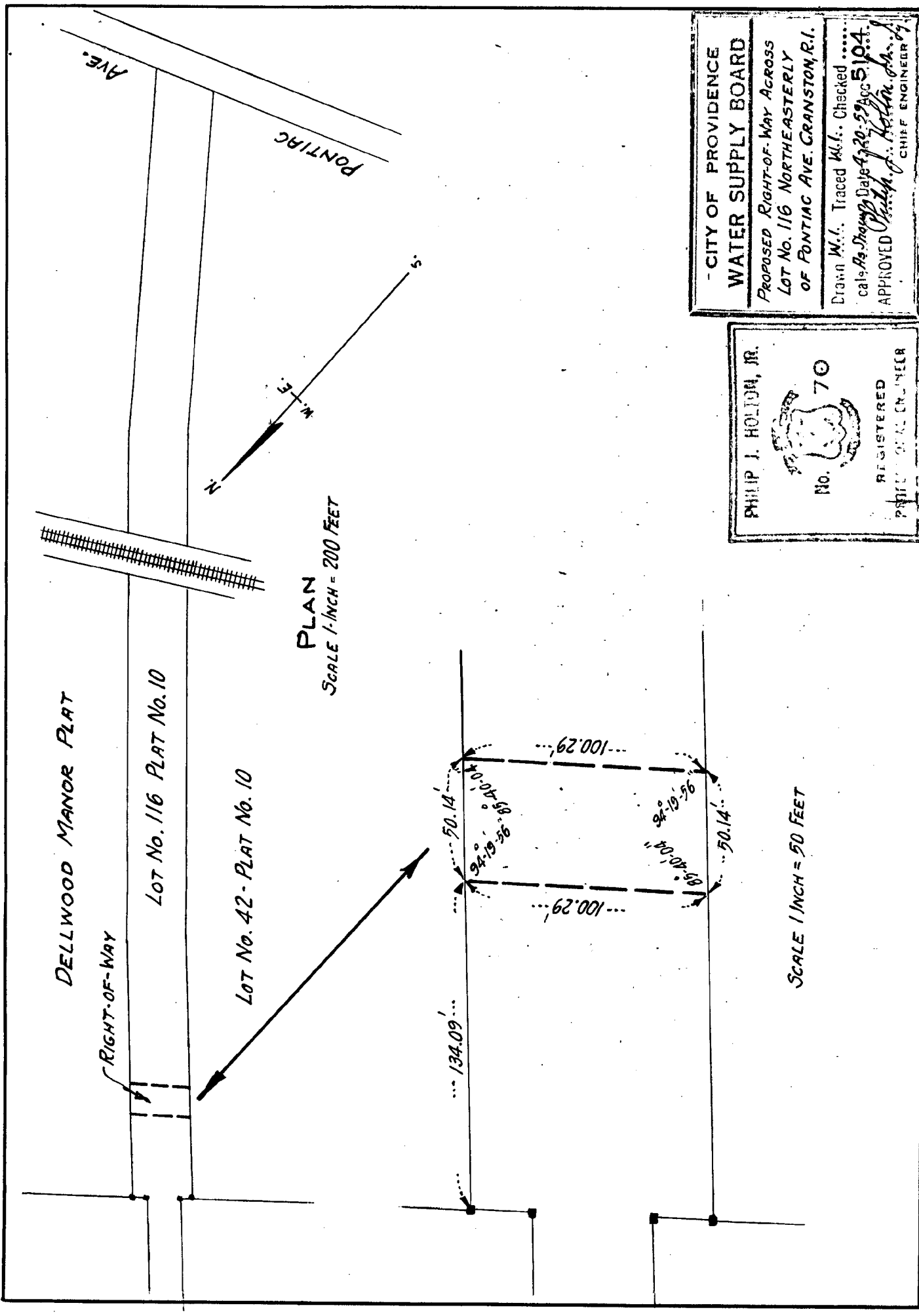
Walter H. Reynolds, Mayor

STATE OF RHODE ISLAND

PROVIDENCE, Sc.

In Providence on the day of , A.D.
19 before me personally **appeared** Walter H. Reynolds, Mayor
of the City of Providence, to me known and known by me to be
the party executing the foregoing instrument for and in be-
half of said City of Providence, and he acknowledged said
instrument, by him executed, to be his free act and deed
in said capacity, and the free act and deed of the City
of Providence.

Notary Public



CITY OF PROVIDENCE
 WATER SUPPLY BOARD
 PROPOSED RIGHT-OF-WAY ACROSS
 LOT NO. 116 NORTHEASTERLY
 OF PONTIAC AVE. CRANSTON, R.I.
 Drawn W.L., Traced W.L., Checked
 Date 4/20/59 Acc 5194
 APPROVED *Philip J. Holton, Jr.*
 CHIEF ENGINEER

PHILIP J. HOLTON, JR.
 No. 70
 REGISTERED
 PROFESSIONAL ENGINEER

SCALE 1 INCH = 50 FEET

AGREEMENT entered into the day and date hereafter written by and between Herman F. Burlingame, Jr. and wife Rose L. Burlingame of the City of Cranston, County of Providence in the State of Rhode Island, hereinafter referred to as the parties of the first part, Atlantic Realty Company, a Rhode Island corporation, hereinafter referred to as the party of the second part, and the City of Providence, a municipal corporation, hereinafter referred to as the party of the third part.

W I T N E S S E T H

WHEREAS, the parties of the first part own, as joint tenants, those certain parcels of land set out and described on Plat Card No. 10 of the Tax Assessor's Plats of the City of Cranston as Lot. No. 35 and Lot No. 42 (hereinafter referred to as Lots No. 35 and 42) subject to certain rights therein of the party of the third part, said rights being more particularly described in that certain deed executed by Joseph S. Budlong, Mary Ann Budlong and James A. Budlong, dated December 5, 1870 and recorded in Deed Book 51 at page 444 in the office of the Recorder of Deeds in the City of Cranston, R.I. and

WHEREAS, the party of the second part is desirous of purchasing said Lots No. 35 and 42 and having the party of the third part release certain of its rights in said Lots. No. 35 and 42; and

WHEREAS, the party of the third part owns the land bounding and adjoining said Lots No. 35 and 42 on the north-easterly side thereof (said land of the party of the third part being hereafter referred to as land of the City)

together with certain rights in said Lots No. 35 and 42, all of which rights are more particularly described in that certain deed hereinafter referred to, recorded in the Land Records of the City of Cranston in Deed Book 51 at page 444, and

WHEREAS, said party of the third part is agreeable to releasing certain of its rights in said Lots No. 35 and 42 subject to certain undertakings by the parties of the first part and the party of the second part.

NOW, THEREFOR, in consideration of the mutual promises, covenants, agreements and undertakings herein set forth by the parties hereto, it is covenanted and agreed as follows:

(1) The parties of the first part do hereby release and forever quitclaim unto the party of the third part, its successors and assigns,

(a) All their right, title and interest appurtenant to said Lots No. 35 and 42 and as owners of said Lots No. 35 and 42, in and to the right of way over and across the land of the City, which right of way is more particularly described in deed hereinbefore referred to, recorded in the Land Records of the City of Cranston in Deed Book 51 at page 444, but reserving said right of way as appurtenant to other land owned by said parties of the first part.

(b) Their right to raise the water in or on said Lots No. 35 and 42 to the height of the top of the dam, which said right is also more particularly described in that certain deed recorded in the Land Records of the City of Cranston in Deed Book 51 at page 444.

(c) The right appurtenant to said Lots No. 35 and 42 reserved to Joseph J. Budlong, Mary Ann Budlong and James A. Budlong, their heirs, administrators and assigns, by the provisions of that certain deed recorded in the Land Records of the City of Cranston in Deed Book 51 at page 444, to have a fence or fences erected by the party of the third part on each side of the land of the City upon the conditions set forth in said deed.

(2) The party of the second part agrees and covenants as follows:

(a) That should it purchase and/or otherwise acquire title to said Lots No. 35 and/or 42 that it shall immediately and before subdividing said Lots No. 35 and/or 42 into house lots erect a fence along the northeasterly boundary line of said Lots No. 35 and/or 42, said lines being the boundary lines between said Lots No. 35 and 42 and the land of the City, and to erect a fence with gates along the northwesterly boundary line and the northeasterly boundary line of that certain right of way granted the party of the second part by the party of the third part across the land of the City, the type of fence and gates to be used, including specifications therefor, being set forth on a sketch attached hereto and made a part thereof by reference, prepared by the Chief Engineer of the Water Supply Board of the City of Providence.

(b) That should it purchase or otherwise acquire title to said Lots No. 35 and/or 42 that it will so arrange the drainage of said Lots No. 35 and/or 42 that it will not do damage to the pipe line maintained by the party of the third part on the land of the City or the embankment covering same and that it shall indemnify and save

harmless the party of the third part from any and all such damage sustained to said pipe line or embankment on account of its failure to provide proper drainage for said Lots No. 35 and/or 42.

(c) That should it purchase or otherwise acquire title to said Lots No. 35 and/or 42, that it will not obstruct or do damage to the culverts which run from said Lots 35 and 42 across the land of the City under the pipe line maintained by the party of the third part and that it will indemnify and save harmless the party of the third part for and on account of any and all such damage occasioned.

(3) The party of the third part does hereby release unto the parties of the first part, their heirs, executors, administrators and assigns, the right granted to the party of the third part, its successors and assigns, to take earth and gravel from said Lots No. 35 and/or 42 for the purposes set forth and more particularly described in that certain deed hereinbefore referred to and recorded in the Land Records of the City of Cranston in Deed Book 51 at page 444, provided, however, that this release by the party of third part shall not become effective unless the party of the second part acquires title to said Lots No. 35 and/or 42 and erect the fence or fences and gates hereinbefore provided for in Paragraph (2), sub-paragraph (a)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and/or caused their respective corporate names and seals to be affixed by their proper officers thereunto duly authorized this day of A.D.1959.

ATLANTIC REALTY COMPANY

By _____

CITY OF PROVIDENCE

By _____

Mayor

STATE OF RHODE ISLAND

County of Providence

In Providence on the _____ day of _____ A.D. 1959,
before me personally appeared Herman F. Burlingame, Jr. and
Rose L. Burlingame, to me known and known by me to be the
parties executing the foregoing instrument and they acknowledged
said instrument, by them executed, to be their free act and
deed.

Notary Public

STATE OF RHODE ISLAND

County of Providence

In Providence on the _____ day of _____ A.D. 1959,
before me personally appeared _____
of the Atlantic Realty Company, to me known and known by me to
be the party executing the foregoing instrument for and on
behalf of the Atlantic Realty Company and he acknowledged said
instrument, by him executed, to be his free act and deed of
the Atlantic Realty Company.

Notary Public

STATE OF RHODE ISLAND

County of Providence

In Providence on the _____ day of _____ A.D. 1959,
before me personally appeared Walter H. Reynolds, Mayor of
the City of Providence, to me known and known by me to be
the party executing the foregoing instrument for and on
behalf of the City of Providence and he acknowledged said
instrument, by him executed, to be his free act and deed of
the City of Providence.

Notary Public

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 296

Approved May 8, 1959

Resolved,

That the Mayor be and he hereby is authorized to execute a contract in behalf of the City of Providence with the Kent County Water Authority modifying a written contract heretofore executed by and between the City of Providence and said Kent County Water Authority as of June 15, 1951, as provided in the accompanying draft of the modification agreement attached hereto and made a part hereof by reference.

IN CITY COUNCIL

MAY 7 - 1959

READ and PASSED

Edmund P. Shugley
President
Everett Whelan
Clerk

APPROVED

MAY 8 1959

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

authorizing the Mayor to
execute an agreement in behalf
of the City of Providence
with the Kent County Water
Authority modifying terms of
written agreement executed
on June 15, 1951

FILED

APR 20 3 35 PM '59

CITY CLERK'S OFFICE
PROVIDENCE, R. I.

Mr. Wampler (by request)

MODIFICATION AGREEMENT

Agreement made this day of , A. D. 1959, by and between the Kent County Water Authority, hereinafter referred to as the Authority, a body corporate and politic constituting a public benefit corporation under the laws of the State of Rhode Island, and the City of Providence, hereinafter referred to as Providence, a Rhode Island municipal corporation.

WHEREAS, the parties hereto did heretofore, as of the 15th day of June, A. D. 1951, enter into a written agreement providing, among other things, for the sale of water to the Authority, and

WHEREAS, by the provisions of paragraph (2) of said agreement water sold under and by virtue of the terms of the agreement was to be delivered at or near the water purification plant of Providence, and

WHEREAS, under the provisions of paragraph (4) of said agreement Providence agrees to charge and the Authority agrees to pay during the period of the contract the sum of seven and one-half (\$.07½) cents per thousand gallons for water delivered to the Authority except as provided in the third paragraph of said paragraph (4), and

WHEREAS, the Authority is now desirous to have water delivered to it at an additional location and has made a request therefor to Providence, and

WHEREAS, Providence is desirous of complying with said request but it is also desirous of getting an increase in the rate charged for the water delivered to the Authority.

NOW, THEREFORE, in consideration of the mutual undertakings and promises by each of the parties hereto, it is agreed as follows:

1. Paragraph (2) of that certain agreement executed by and between the Authority and Providence on the 15th day of June, A. D. 1951, is hereby amended to read as follows:

Providence agrees that it will deliver all water sold under and by virtue of the terms of this agreement to the following locations:

(a) At or near the Water Purification Plant of Providence in the Town of Scituate, said location to be determined by the Chief Engineer of the Water Supply Board.

(b) From 12" main of Providence in Oaklawn Avenue, Cranston, and the Authority's 12" main in Oaklawn Avenue, Cranston, said connection being located on the westerly side of Oaklawn Avenue approximately 532' 6" south of the southerly line of range of Brayton Avenue.

And the Authority agrees that it will accept at said locations all water sold to it under the terms of this agreement; 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 Providence, install, maintain and keep in good repair and operating condition all

necessary pumps, water treatment equipment and its connection with the meter or meters to be furnished and owned by the Authority and used for the purpose of determining the quantity of water delivered by Providence and taken by the Authority.

2. That the first sentence of paragraph (4) of that certain agreement executed by and between the Authority and Providence on the 15th day of June, A. D. 1951, hereinbefore referred to, be and the same is hereby amended to read as follows:

Providence agrees to charge and the Authority agrees to pay during the entire period of twenty (20) years the sum of ten (\$.10) cents per thousand gallons for all water delivered to the Authority under and by virtue of the provisions of this agreement, the amount of water delivered to be determined by the readings of the meter or meters installed and maintained in accordance with the provisions of paragraph (2) above.

3. That the first sentence of the third paragraph of paragraph (4) of that certain agreement executed by and between the Authority and Providence on the 15th day of June, A. D. 1951, hereinbefore referred to, be and the same is hereby amended to read as follows:

It is mutually agreed that the above rate of ten (\$.10) cents per thousand gallons may be increased or decreased whenever a general increase or decrease in charges for water supplied by Providence is made for general consumers of water using over 400,000 cubic feet annually.

4. That the provisions of paragraphs (2) and (4) of said written agreement of June 15, A. D. 1951, as amended by paragraphs 1, 2 and 3 hereof, are hereby incorporated therein and made a part thereof by reference with the same force and effect as though said written agreement was originally so written.

5. All other terms and conditions of said written agreement of June 15, A. D. 1951, shall continue to remain in full force and effect except as herein modified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the Authority by its Board thereunto duly authorized, and Providence by its Mayor, Walter H. Reynolds, thereunto duly authorized, the day and year first above written.

KENT COUNTY WATER AUTHORITY

CITY OF PROVIDENCE

Mayor