

~~---X---~~

RESOLUTION OF THE CITY COUNCIL

No. 389

Approved June 3, 1955

Resolved,

That, all Departmental Heads be and they are hereby authorized to permit leaves of absence without loss of compensation for employees of the City of Providence in their respective Departments who served in the Armed Forces of the United States of America, and have been honorably discharged following their service, and who are members in good standing and desire to attend the Annual Conventions of their respective Veteran's Organization as follows:

The American Legion National Convention in Miami, Florida, from October 8 to October 13, inclusive;

The Italian American World War Veterans of the United States Inc, Youngstown, Ohio, September 2, 3, 4 and 5, 1955.

The Veterans of Foreign Wars, Boston, Mass., August 28 to September 2, 1955.

BE IT FURTHER RESOLVED, that a Special Committee of the City Council consisting of three members, thereof, be and the same is hereby created to be appointed by the President of the City Council for the purpose of verifying the war service records and membership in the various above listed Veteran's Organizations of said employees who apply for such leaves of absence.

IN CITY COUNCIL

JUN 2 - 1955

READ and PASSED

Charles G. Smith
President
Deverett Wickham
Clerk

APPROVED

JUN 3 1955

Walter H. Reynolds
MAYOR

~~1919~~
RESOLUTION OF THE CITY COUNCIL

No. 390

Approved June 3, 1955

Resolved,

That a Special Committee of the City
Council consisting of the following members thereof:

Russell J. Boyle
William A. Gray
Henry E. Laliberte
Hector D. Laudati
Jerry Lorenzo
Edward J. Loughran
John A. Powers, Jr.
Edmund Wexler
Lee A. Worrell

be and the same is hereby created for the purpose of
arranging and conducting an appropriate observance of
V-J Day, August 14, 1955.

IN CITY COUNCIL

JUN 2 - 1955

READ and PASSEL

Angel Mills
Daverett Whelan
President

APPROVED

JUN 3 1955

Walter H. Reynolds
MAYOR

~~XXXX~~

RESOLUTION OF THE CITY COUNCIL

No. 391

Approved June 3, 1955

Resolved,

That the Traffic Engineer be and he hereby is requested to reconsider and rescind that order that No Parking be allowed on the southerly side of Wickenden Street between East Street and Ives Street and to authorize parking thereon after 6 o'clock p.m.

IN CITY COUNCIL

JUN 2 - 1955

READ and PASSED

Angelo Pilla
President
Deverett Whitman
Clerk

APPROVED

JUN 3 1955

Walter H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

The Board

~~10101~~

RESOLUTION OF THE CITY COUNCIL

No. 392

Approved June 3, 1955

Resolved,

That

His Honor be and he hereby is authorized to enter into a lease with the United States of America for a portion of government-owned property at Fort Nathaniel Greene Military Reservation, Point Judith, Narragansett, Rhode Island, for use as a Providence Junior Police Camp; said lease to be for a one-year term, beginning June 1, 195⁵~~4~~, at an annual rental of Five Hundred (\$500) Dollars, payable quarterly in advance, and to contain such other terms and conditions as may be approved by His Honor the Mayor and the City Solicitor.

IN CITY COUNCIL

JUN 2 - 1955

READ and PASSED

Angel Tella
President
Devereaux Whelan
Clerk

APPROVED

JUN 3 1955

Matthew H. Reynolds
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

AUTHORIZING HIS HONOR,
THE MAYOR, TO LEASE FROM
THE UNITED STATES OF
AMERICA CERTAIN FACILITIES
AT CAMP GREENE, NARRAGAN-
SETT, RHODE ISLAND.

Pro. W. W. W. W.
(by record)

~~10101~~

RESOLUTION OF THE CITY COUNCIL

No. 393

Approved June 3, 1955

Resolved,

That

His Honor, the Mayor, is hereby authorized to execute an agreement with the City of Cranston for the disposition of sewage by means of the sewer system of the City of Providence from estates in the City of Cranston now owned by the Narragansett Brewing Company, substantially in accordance with the accompanying draft agreement.

IN CITY COUNCIL

JUN 2 - 1955

READ and PASSED

J. Angell Rully.....
Devereett Wilson.....
President
Clerk

APPROVED

JUN 3 1955

Walter H. Ryland.....
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

AUTHORIZING HIS HONOR, THE
MAYOR, TO EXECUTE AN AGREE-
MENT WITH THE CITY OF CRAN-
STON FOR THE DISPOSITION
OF SEWAGE FROM PROPERTY NOW
OWNED BY THE NARRAGANSETT
BREWING COMPANY.

A G R E E M E N T

THIS AGREEMENT made and entered into this day of June A. D. 1955, under the authority conferred by Chapter 1383 of the Public Laws entitled "An Act to Authorize the City of Providence and the Town of Cranston to contract for the Disposition of the Sewage of said Cranston by Means of the Sewer System of said Providence," passed at the January Session, A.D. 1906, by and between the City of Providence, a municipal corporation in the County of Providence and State of Rhode Island, created by the General Assembly of said State, pursuant to Resolution of the City Council of said City authorizing the making of a contract between the City of Providence and the City of Cranston for the disposition of a portion of said sewage by means of the sewer system of said City of Providence, approved January 21, 1949, said City of Providence being hereinafter called the "party of the first part," and the City of Cranston, a municipal corporation in said County and State, created by said General Assembly, pursuant to a resolution of the City Council of said City of Cranston authorizing the mayor of said Cranston to enter into this agreement, approved the 26th day of January, A. D. 1949, said City of Cranston being hereinafter called the "party of the second part."

W I T N E S S E T H:

That said City of Providence, party of the first part, in consideration of the agreements of said City of Cranston, party of the second part, herein contained, hereby agrees with said party of the second part to dispose of the sewage from those estates in said City of Cranston now owned by the Narragansett Brewing Company, and comprising approximately fifteen and 15/100 (15.15) acres of land, being lots numbered ninety (90), ninety-one (91), seven hundred eleven (711), and two thousand two hundred sixty-three (2263) on Assessor's Plat No. 7, as appears

of record in the office of the Tax Assessor of the City of Cranston, together with any additional adjoining land acquired and used for plant expansion only during the term of this agreement, but not as to land used for residential purposes in, by and through that sewer pipe or main from said premises of the said Narragansett Brewing Company through and along Tyler Street and Garfield Avenue in said City of Cranston from said premises of the said Narragansett Brewing Company to Tyler and Dewey Streets in said City, then along said Dewey Street to Balch Street, then across Niantic Avenue to the existing sewer manhole at Balch Street and Niantic Avenue in said City of Providence which is the connection with the sewer system of said City of Providence, (the attached plan indicates in detail the specific route of said sewage system to which reference is hereby made for a more accurate description) upon the following terms, conditions and limitations:

FIRST: The term during which connection may be made and maintained and said sewage may be so disposed of shall be the term of ten (10) years from and after the first day of June, A. D. 1955, or until such time within said period as the agreement may be otherwise terminated in accordance with the terms of this agreement.

Nothing in this agreement shall be construed as giving to the City of Cranston a right to a renewal or extension beyond the period herein designated. If the parties hereto fail to enter into any agreement for the period after and beyond the term of this agreement, then the City of Cranston shall at the termination of this agreement, immediately cease and refrain from further disposing through the sewage system of the City of Providence of any of the sewage from those estates in the City of Cranston described and designated in this agreement.

SECOND: The amount of said sewage which shall be turned and conducted into the sewer and sewer system of said

City of Providence shall not exceed six hundred thousand (600,000) gallons per day as the same shall be measured by a meter satisfactory to the City Engineer of said Providence, which is set out and shall be continued to be set and maintained with/expense to said City of Providence on said lot numbered two thousand two hundred and sixty-three (2263), or such other place on said lands of said Narragansett Brewing Company as shall be determined by said City Engineer, and as such meter shall be read by said City of Providence, its officers, servants or agents. In case such meter shall fail to register at any time or times any such sewage on account of the small amount of such sewage passing through such meter at any time or times, or for any other cause, the amount thereof shall be estimated by said City Engineer.

THIRD: Said City of Cranston shall pay to the City Collector of said Providence for all such sewage turned and conducted into said sewer and connecting sewer system at the minimum rate of fifty-seven Dollars (\$57.00) for each one million gallons thereof as measured by said meter according to the readings thereof made by said City of Providence, its officers, servants or agents and as estimated by said City Engineer in case of any failure of such meter at any time to register as aforesaid. Bills therefor shall be sent to the City Treasurer of said City of Cranston quarterly for each next preceding quarter year or part thereof that this agreement shall continue in force, and the same shall be paid to the City Collector of said City of Providence: Provided, however, that once each and every year that this agreement shall continue in force, said party of the first part may figure the cost to said City of Providence of the handling and treatment of the sewage turned and conducted into its said sewer system, and if it is ascertained that such cost exceeds the said sum of fifty-seven Dollars (\$57.00) for each million gallons thereof, then any such additional cost shall be paid by said party of the second part; Provided, however, that

any increase in the charge for handling and treatment shall be consistent with the actual increase in cost of handling and treating such sewage and in an amount proportionate to the sums paid for similar service by property owners in the City of Providence.

FOURTH: Said disposition of said sewage and use of said sewer and connecting sewer system shall be subject to and in conformity with all laws of said State and all general laws, ordinances and regulations of said City of Providence, and all regulations of any officer of said City duly authorized to make the same now or hereafter in force during the continuance of this agreement, and no live steam or gasoline or other explosive or other matter injurious to the sewer or sewer system or the use thereof shall be allowed to be turned or conducted into said sewer or sewer system.

FIFTH: All expense of repairing, rebuilding and maintaining the said sewer pipe from said premises at the Narragansett Brewing Company to its point of connection with the manhole of the sewer system of the City of Providence at or near Balch Street shall be defrayed by said City of Cranston, and said City of Providence shall be put to no expense relative thereto, and the same shall be located and the work of doing the same shall be done subject to the control and direction and to the satisfaction of the Director of Public Works and City Engineer of said City of Providence, and said City of Cranston shall keep and save said City of Providence harmless from any and all damages resulting from any negligence in the prosecution of said work or by reason of not properly guarding or giving warning of the same, and free of all cost and expense by reason of any claim or liens relative to any materials furnished or work done relative thereto.

SIXTH: No person or persons shall be allowed by said City of Cranston or any other person or persons to make any

connection or connections with said sewer in said City of Cranston and no estates in the said City of Cranston shall be connected therewith excepting only the owners or occupants of and the estates hereinbefore specified now owned by said Narragansett Brewing Company, and it is understood and agreed that all sewage from said estates of said Narragansett Brewing Company ^{which is turned into said Providence Sewer system,} shall pass through said meter, the consideration in part of this agreement being based upon said definite area of land.

SEVENTH: Said City of Providence, its officers, servants and agents, shall be granted every reasonable facility at any and all reasonable times to examine said meter and its condition and to take the readings of said meter as often as said City of Providence, its officers, servants or agents shall desire so to do. In case at any time or from time to time said meter or its condition shall not be satisfactory to the Engineer of said City of Providence, it shall be put in such condition or replaced by such other meter as shall be satisfactory to said City Engineer and within such time as directed by said City engineer.

EIGHTH: In case said City of Cranston shall fail to make any of said payments to said City Collector of Providence within thirty (30) days after the bills therefor shall be sent to said City Treasurer of the City of Cranston, or in case of any breach by said City of Cranston or by any person or persons of any of the terms, conditions, limitations or provisions herein on the part of said City of Cranston to be kept and performed or in favor of said City of Providence, said City of Providence acting by its City Council or its Director of Public Works, may at any time terminate this agreement and any or all rights of said City of Cranston or any person or persons to connect or continue to connect with said sewer and sewer system of said City of Providence and to dispose or continue to dispose of said sewage as aforesaid, by giving at least thirty (30)

days' previous notice in writing to the City Council of said Cranston. The waiver of any such prior failure or breach shall in no wise affect the right of said City of Providence to so terminate the same in case of any such subsequent failure or breach.

NINTH: Said limitation of six hundred thousand (600,000) gallons of sewage per day is of the essence of this agreement, as said City of Providence cannot dispose of a greater amount of sewage from said City of Cranston through its said sewer and sewer system without relatively large increased cost and expense to said City of Providence.

TENTH: No claim for damages shall be made against said City of Providence, nor shall said City of Providence be held liable for any damages which may be occasioned to said certain estate or any property thereon or to the owners thereof in any manner by the construction, existence or use of said sewer and connecting sewer system of said City of Providence, including particularly any damages caused by any failure of said sewer and sewer system of said City of Providence to properly carry off said sewage or any back flow therefrom, and said City of Cranston and not said City of Providence shall be liable and shall pay any and all expenses caused by any negligence in any manner relative to said sewer in said Tyler Street, said Dewey Street and said Balch Street, or the use of either or both of the same.

And that said City of Cranston, party of the second part, in consideration of the agreements of said City of Providence herein contained, hereby agrees with said City of Providence to all the terms, conditions, limitation and provisions hereinbefore contained, and agrees to make all the payments specified herein and to keep, perform and execute all

said other terms, conditions, limitations and provisions herein on its part to be kept, performed and executed, and agrees that all the same to be kept, performed or executed by any other person or persons in favor of said City of Providence shall be duly kept, performed and executed.

It is understood and agreed that this Agreement shall come into effect only when the sewers constructed according to plan herein shall have been completed and that when so completed any previous Agreement between the parties herein, particularly the contract between the parties of February 1, 1949, shall become null and void and said contract shall be superseded by the terms of within Agreement.

IN WITNESS WHEREOF, said City of Providence has caused these presents to be executed and its municipal seal to be hereunto affixed by its mayor thereunto duly authorized, and said City of Cranston has caused these presents to be executed and its municipal seal to be hereunto affixed by its mayor thereunto duly authorized, the day and year first herein written.

Signed and sealed
in presence of:

CITY OF PROVIDENCE

By _____
Mayor

CITY OF CRANSTON

By _____
Mayor

CORRECT IN FORM

APPROVED:

CITY SOLICITOR OF PROVIDENCE

CITY SOLICITOR OF CRANSTON

APPROVED:

CITY ENGINEER

PETITION TO THE CITY COUNCIL

393-A

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petition your honorable body
to abandon as a public highway Alexander Street from the northerly line of
Santiago Street 186.56 feet more or less northerly to Robert Street.

Romaine Sandus
11 Alexander St City
Mrs Mary A. Di Sandus
11 Alexander St - City

IN CITY COUNCIL

JUN 2 - 1955

READ:

and denied
Deverett Whelan
CLERK

George B. Leer
55 Santiago St. Prov. R.I.
Virian J. Leer
55 Santiago St. Prov. R.I.

IN CITY
COUNCIL

APR 21 1955

FIRST MEETING
REFERRED TO COMMITTEE ON
PUBLIC WORKS
.....
Theverettuhalom CIPRA

*Mr. M. S. Soder
(by request)*

APR 11 9 10 AM '55
CITY CLERK'S OFFICE
PROVINCETOWN

FILED

The City of Providence — Legislative Department

CITY CLERK'S OFFICE—OFFICIAL MEMORANDUM

April 22, 1955

Providence, R. I.,

TO: City Engineer John E. Meade

SUBJECT: Petition - abandonment of Alexander Street

CONSIDERED BY: Committee on Public Works

ACTION TAKEN: Voted: to refer attached petition for study, report, and
recommendation.

City Clerk

The City of Providence — Legislative Department
CITY CLERK'S OFFICE—OFFICIAL MEMORANDUM

Providence, R. I., April 22, 1955

TO: City Plan Commission

SUBJECT: Petition - abandonment of Alexander Street

CONSIDERED BY: Committee on Public Works

ACTION TAKEN: Voted: to refer attached petition for study, report, and
recommendation.

City Clerk

THE CITY OF PROVIDENCE

WATER SUPPLY BOARD

THOMAS H. DRISCOLL, CHAIRMAN

JOHN A. DOHERTY

EARL H. ASHLEY

UGO RICCIO

MICHAEL N. CARDARELLI, EX-OFFICIO

552 ACADEMY AVENUE
PROVIDENCE 8, R. I.

PHILIP J. HOLTON, JR.

CHIEF ENGINEER

JOHN T. WALSH

LEGAL ADVISOR

April 25, 1955

Councilman Ralph Matera, Chairman
Public Works Committee
City Clerk's Office
City Hall, Providence 3, R. I.

Dear Councilman Matera:

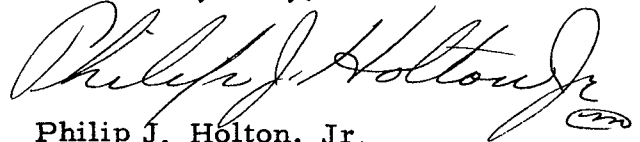
On the docket of the City Council for Thursday, April 21, 1955, there was a petition to abandon as a public highway Alexander St. from the northerly line of Santiago St. 186.56 ft. f to Roberts St.

In the section of the highway to be abandoned there is a length of cast iron main, as well as a flush hydrant, that carry the following present-day value:

29.05 ft. of 6" cast iron pipe	\$ 117.82
Relocating hydrant	250.00
Total	<u>\$ 367.82</u>

Also, the property owners at 11 Alexander St. and 55 Santiago St. would have to arrange to relocate their services, and they would be subject to the regular charge for this item in the department's rules and regulations.

Yours very truly,



Philip J. Holton, Jr.
Chief Engineer

PJH/M

CC: W. P. Ingham



City Plan Commission

EDWARD WINSOR, *Chairman*

JERRY LORENZO

RALPH MATERA

WALTER H. REYNOLDS, *Mayor*

LUCIO E. CARLONE, *Secretary*

PAUL A. SAN SOUCL, *Vice Chairman*

RAYMOND J. NOTTAGE

HARRY PINKERSON

✓ FRANK H. MALLEY, *Director*

MILLARD HUMSTONE, *Senior Planner*

*Suite 103, City Hall,
Providence 3, Rhode Island*

May 11, 1955

Committee on Public Works
City Hall
Providence, Rhode Island

"B" SUBJECT: Referral No. 706 - ABANDONMENT OF ALEXANDER STREET

Gentlemen:

The subject referral received consideration by the City Plan Commission at a meeting held on Tuesday, May 10, 1955.

This referral is a request to abandon as a public highway Alexander Street from the northerly line of Santiago Street, 186.56 feet more or less, northerly to Robert Street.

On the field trip it was found that the portion of the street in question is unpaved. Robert Street, which runs from Alexander Street to Narragansett Avenue, is a paper street.

In the MASTER PLAN FOR PLAYGROUNDS AND PLAYFIELDS the vacant land between Robert Street and Ardoene Street is being considered as a proposed playground for the West Elmwood area. Alexander Street would make a good access to the playground for children living to the south and southwest of the area. Even in the event that plans for the proposed playground are not formulated, the granting of this petition would leave the proposed Robert Street, which has a third priority in the Department's Report on a Survey of Unimproved Streets, as a dead-end street. Therefore,

The Commission

VOTED: To recommend that the abandonment of this street be denied.

FHM:MMH

c.c. Councilman Robert J. McOsker
Councilman Arthur L. Movsovit

Very truly yours,

Frank H. Malley
FRANK H. MALLEY
DIRECTOR
CITY PLAN COMMISSION



CITY OF PROVIDENCE • RHODE ISLAND • Walter H. Reynolds • Mayor

DEPARTMENT OF PUBLIC WORKS

Charles F. McElroy
Director
John E. Meade
Deputy Director

May 13, 1955.

CITY HALL

Subject: Petition to abandon Alexander Street from
the northerly line of Santiago Street
186.56 feet more or less to Robert Street.

Mr. Ralph Matera,
Chairman
Public Works Committee,
City Hall, Providence, R. I.

Dear Sir:

The area of land proposed for abandonment is a part of a highway route which extends from Pontiac Avenue to Narragansett Avenue by way of Alexander and Robert Streets. The abandonment of this area would sever the route and create a dead end at Robert Street.

Also, an existing sewer extends from Sinclair Avenue to Narragansett Avenue along the same route. Two of the properties abutting on the area proposed for abandonment are now connected to the sewer in Alexander Street.

For the above reasons and because there is no good reason for the abandonment, we recommend that the petition be denied.

Very truly yours,

John E. Meade
Dep. Director of Public Works.

JEM:bs