

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 666

Approved December 20, 1974

WHEREAS, the Bristol County Water Company, a corporation in the State of Rhode Island, is authorized by the provisions of Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended, to take and receive water from the City of Providence for use for domestic, fire and other ordinary municipal supply purposes, and

WHEREAS, the City of Providence is desirous of selling water to the Bristol County Water Company 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 Bristol County Water Company providing for the purchase of water by said Bristol County Water Company from the City of Providence for a period of twenty years and establishing the price to be paid thereafter substantially in accordance with the terms of the proposed agreement, a copy of which is attached and made a part hereof by reference.

A true copy,
Attest:

IN CITY COUNCIL

READ AND PASSED

Vincent Vespia,
City Clerk.

PRES.

Vincent Vespia
CLERK

APPROVED

MAYOR

Joseph H. Cooley Jr.
DEC 20 1974

RESOLUTION
OF THE
CITY COUNCIL
RESOLUTION-----Bristol County
Water Company

12-13-74
12-13-74
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IN CITY COUNCIL

DEC 5 1974
FIRST READING
REFERRED TO COMMITTEE ON **FINANCE**

Ursinus Cooper

*Councilman Lynch
and Councilman Kelly,
by request*

**THE COMMITTEE ON
FINANCE**

Approves Passage of
The Within Resolution

Ursinus Cooper
Dec 12, 1974 *Chair*

AGREEMENT made as of the 1st day of October, A.D. 1974, by and between the BRISTOL COUNTY WATER COMPANY, a corporation in the State of Rhode Island, and the CITY OF PROVIDENCE, a municipal corporation in the State of Rhode Island

WITNESSETH:

WHEREAS, the BRISTOL COUNTY WATER COMPANY, 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 BRISTOL COUNTY WATER COMPANY 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 BRISTOL COUNTY WATER COMPANY at wholesale rates 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 BRISTOL COUNTY WATER COMPANY 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 Bristol County Water Company hereby agrees with the BRISTOL COUNTY WATER COMPANY, each of them as follows:

1. The term of this agreement shall be for a period of twenty (20) years from and after the first day of delivery of water under this agreement.

2. The City of Providence agrees that within its ability to do so under the provisions of Chapter 1278 of the Public Laws of Rhode Island, as amended, it will deliver and supply the BRISTOL COUNTY WATER COMPANY with all water required to serve its customers from its aqueduct facilities at or near Budlong Road in the City of Cranston, State of Rhode Island, and the BRISTOL COUNTY WATER COMPANY 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 relative to the following 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 BRISTOL COUNTY WATER COMPANY at the location aforesaid, and

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 water works 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 BRISTOL COUNTY WATER COMPANY 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 BRISTOL COUNTY WATER COMPANY, and

(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 BRISTOL COUNTY WATER COMPANY 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 BRISTOL COUNTY WATER COMPANY 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, and

4. The BRISTOL COUNTY WATER COMPANY shall install such controls as may be approved by the City of Providence, acting by and through the Chief Engineer of its Water Supply Board as may be necessary to prevent any water from the facilities owned, leased, or otherwise maintained by the BRISTOL COUNTY WATER COMPANY from entering the pipes, mains, and

facilities carrying water from the source of supply of the City of Providence. The BRISTOL COUNTY WATER COMPANY 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.

5. The BRISTOL COUNTY WATER COMPANY 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 except as the same may be ordered from time to time by the Department of Business Regulation, Division of Public Utilities or any successor agency.

6. The BRISTOL COUNTY WATER COMPANY 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 except as the same may be ordered to the contrary from time to time by the Department of Business Regulation, Division of Public Utilities or any successor agency; 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 Department of Business Regulation, Division of Public Utilities or other authorized officer or officers, in order that a pollution of the water supply of the BRISTOL COUNTY WATER COMPANY and the City of Providence may be effectively prevented.

7. The City of Providence agrees to charge and the BRISTOL COUNTY WATER COMPANY agrees to pay for all water delivered to said BRISTOL COUNTY WATER COMPANY under and by virtue of this agreement during the entire twenty (20) year term thereof, the minimum sum of one hundred sixty (\$160) 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 and maintained 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 five year term of this agreement increase its rate of charge for water to be delivered during the second and successive five year terms of this agreement and similarly during the second and subsequent 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 BRISTOL COUNTY WATER COMPANY at least ninety (90) days prior to the expiration of the first five year term, second five year term, and each successive five year term, as the case may be, by mail addressed to the Bristol County Water Company at Bristol, Rhode Island. Any such increase in the rate of charge made by the City of Providence shall become effective at the beginning of each successive five year term unless the BRISTOL COUNTY WATER COMPANY, shall within thirty (30) days of the receipt 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 an 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 BRISTOL COUNTY WATER COMPANY for all water delivered quarterly based upon readings of the meter or meters and as shown on bills to be rendered by the City of Providence in December, March, June, and September of each year, and the BRISTOL COUNTY WATER COMPANY 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 BRISTOL COUNTY WATER COMPANY above the minimum price of one hundred sixty (\$160) dollars per million gallons and at the same rate for any lesser quantity of water delivered, as provided for herein, and should the BRISTOL COUNTY WATER COMPANY, 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.

10. It is understood and agreed that all references herein made to the provisions of Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended are binding upon the parties hereto as presently enacted and subsequent amendments thereto shall have no effect whatsoever upon this agreement.

11. This agreement may be assigned by either party and shall be binding upon and inure to the benefit of their successors and assigns.

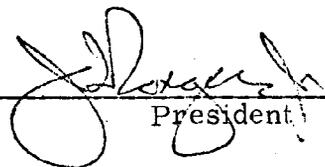
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the Bristol County Water Company, by its President, thereunto duly authorized, and the City of Providence by Joseph A. Doorley, Jr., Mayor of said City of Providence, thereunto duly authorized, the day and year first herein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

Signed in presence of;

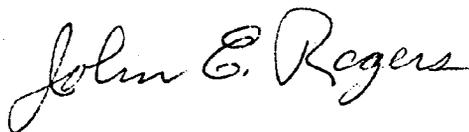
BRISTOL COUNTY WATER COMPANY



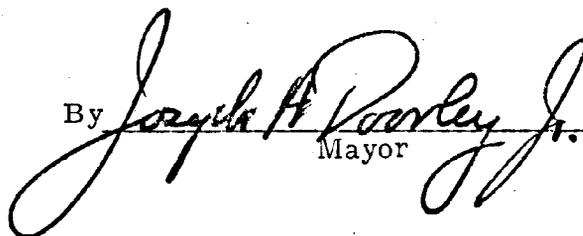
By


President

CITY OF PROVIDENCE



By


Mayor

City of Providence -- Executive Office

MEMO

To

From

Jim
GD resolution to
sell water to Bristol
County from John
Rogers for next
Council meeting

COFFEY, MCGOVERN AND NOVOGROSKI

ATTORNEYS AT LAW

15 WESTMINSTER STREET
PROVIDENCE, R. I. 02903

JOHN G. COFFEY
CHARLES J. MCGOVERN
ARTHUR NOVOGROSKI

JUSTIN P. MCCARTHY
JOHN G. COFFEY, JR.
STEPHEN C. HANLEY

TELEPHONE
~~XXXXXXXX~~
274-1144

November 22, 1974

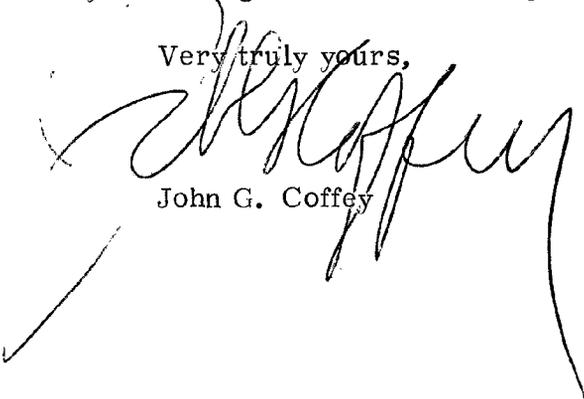
Honorable Joseph A. Doorley
Mayor, City of Providence
City Hall
Providence, Rhode Island

Dear Mayor Doorley:

Enclosed please find contract between Bristol County Water Company and the Providence Water Supply Board which was authorized by the Board at their October 31, 1969, meeting pending the establishment of a new rate which has now been set at \$160 per million gallons.

Your signature on this contract requires the authorization of the City Council, and I would appreciate your having such a resolution passed.

Very truly yours,


John G. Coffey

JGC:mf
Enclosure

JOHN A. DOHERTY, CHAIRMAN
EARL H. ASHLEY
UGO RICCIO
JOHN A. 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

October 31, 1969

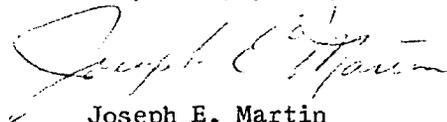
Mr. J. H. Long, President
Bristol County Water Company
c/o New England Water Service Corporation
311 Washington Street
Islington, Massachusetts

Dear Mr. Long:

The Providence Water Supply Board at their meeting on October 31, unani-
mously voted that I assure you of our capability and willingness to furnish
water to the Bristol County Water Company for the purpose of serving the Towns
of Bristol, Barrington and Warren in accordance with Chapter 1278 of the Public
Laws of Rhode Island, approved April 21, 1915, and as amended by Chapter 158 of
the Public Laws, 1967. Also, we will enter into a formal agreement for the sale
of water as soon as a new rate structure has been established.

We hope that this information will be helpful to justify a fixed construction
schedule for your water supply improvements.

Very truly yours,



Joseph E. Martin
Chief Engineer

JEM:jad

CC: J. G. Coffey

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

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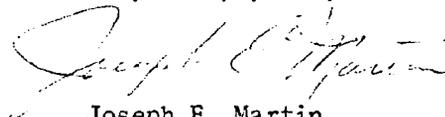
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