

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 43

Approved January 21, 1986

WHEREAS, The Bristol County Water Authority, 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 Authority 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 Authority providing for the purchase of water by said Bristol County Water Authority from the City of Providence for a period of thirty 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.

IN CITY COUNCIL
JAN 16 1986
READ AND PASSED

Michael W. Edger PRES.
Rose M. Mendonca CLERK

APPROVED
JAN 21 1986
[Signature]

IN CITY COUNCIL
OCT 17 1985
FIRST READING
REFERRED TO COMMITTEE ON FINANCE

Rose M. Mendonca CLERK

THE COMMITTEE ON
FINANCE

Recommends *Be Continued*
Rose M. Mendonca
Clerk
October 30, 1985

THE COMMITTEE ON
FINANCE

Approves Passage of
The Within Resolution
Rose M. Mendonca
Chairman
Clerk
January 10, 1986

Councilman Alvariz, Councilman Hill, Councilwoman Langrishi (By Request)

WATER SUPPLY AGREEMENT

AGREEMENT made as of the _____ day of _____, A.D. 1985, by and between the BRISTOL COUNTY WATER AUTHORITY, a corporation organized and existing under the laws of the State of Rhode Island (the "Authority") and the CITY OF PROVIDENCE, a municipal corporation organized and existing under the laws of the State of Rhode Island (the "City").

WITNESSETH:

WHEREAS, the Authority is desirous of taking and receiving a supply of water from the City, and

WHEREAS, Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended, provides that the Authority shall have the right to take and receive water from the source of supply of the City 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, acting by and through the Water Supply Board thereof, hereunto duly authorized, has elected to sell said water for the purposes aforesaid to Authority at wholesale rates and in accordance with the provisions hereof, and

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

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

1. Definitions. Certain terms when used herein shall have the following meanings:

(a) "City" - See opening paragraph.

(b) "Authority" - See opening paragraph.

(c) "Board" means the Water Supply Board of the City of Providence acting by such of its duly authorized officers as shall for the time being have charge of its waterworks.

(d) "Delivery Point" - See paragraph 4.

(e) "Commission" means the Rhode Island Public Utilities Commission acting under G.L.R.I. Title 39 Chapter 3 or such other administrative agency or administrator as may take over the functions now assigned to the Commission pursuant to such Chapter.

(f) "Wholesale Rate" means the uniform rate in effect from time to time during the term of this Agreement for sale of potable water by the City to municipalities and other users who are authorized to resell such water at retail to their customers. As of the date of this Agreement, such Wholesale Rate is \$318.65 per million gallons. Such Wholesale Rate shall be determined under G.L.R.I. (as amended) §39-3-10 and §39-3-11, or such

statute or statutes hereafter enacted in amendment or substitution therefor.

(g) "Completion Date" - See paragraph 13.

2. Term. The term of this agreement shall be for a period commencing on the date hereof and expiring on the earlier of (a) thirty (30) years from and after the first day of delivery of water under this agreement, or (b) one year after the maturity of the last of any bonds, notes or other instruments issued by the Authority to finance the design and construction of a pipeline and related facilities to connect the water supply system now owned by the Bristol County Water Company to the Delivery Point, including without limiting the generality thereof, any bonds, notes or other instruments issued to call, refund, defease, or otherwise discharge the obligations of the Authority with respect to, any bonds, notes or other instruments, the proceeds of which were used in whole or in part to finance said construction. The parties agree to execute an amendment to this Agreement within a reasonable time after the date of such first delivery specifying the expiration date.

3. Supply of Water. Within its power to do so under the provisions of Chapter 1278 of the Public Laws of Rhode Island, as amended, the City will deliver and supply the Authority with such volume of potable water as may be necessary to serve all the customers of the Authority or with such volume of potable water as

may be required to supplement water obtained from other sources available to the Authority, at the option of the Authority.

4. Delivery. Delivery of all water supply hereunder by the City shall take place at such point in the City's transmission and distribution system (the "Delivery Point") as shall be selected by the Authority with the approval of the City, and the Authority agrees that it will accept at said location all water sold to it under the terms of this Agreement.

5. Construction of Connecting Facilities. The Authority, at its own expense, will, subject to such reasonable rules and regulations relative to the following as may be adopted from time to time by the Board:

a. Purchase, install, maintain, and keep in good repair and operating condition a connection with the water supply system of the City and a meter or meters to record the quantity of water delivered by the City and taken by the Authority at the Delivery Point, and

b. Whenever requested so to do by the Board test the operating condition of its connection with the water supply system of the City and the accuracy of the meter or meters installed, as aforesaid, in the presence of representatives of the Board and the Authority and does further agree:

(i) That in the event it should fail to comply with any such request made as aforesaid, that Board may check and test

said connection and meter or meters and charge the cost thereof to the Authority, and

(ii) That if the connection with the water supply system at the Delivery Point or the meter or meters installed for registering the quantity of water used are found by the Board not to be in good and proper operating condition or inaccurate, it will immediately at its own expense, remedy said condition or if it fails to do so, the City may undertake to do so and charge the cost thereof to the Authority or if the City should pay said cost, it will reimburse the City therefor.

6. Water Supply Subject to Enabling Legislation. The City agrees to supply and the Authority 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.

7. Installation of Controls. The Authority shall install such controls as may be approved by the Board as may be necessary to prevent any water from the facilities owned, leased or otherwise maintained by the Authority from entering the pipes, mains and facilities owned, leased or otherwise maintained by the City. The Authority agrees that it will, upon request of the Board, file in the office of said Board detailed plans of its distribution system.

8. Water Rates. The Authority agrees that during the term of this Agreement it will establish such rates to its customers for water and charges to any users of water as shall be determined from time to time by the Authority.

9. Rules and Regulations. The Authority 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 Board, and uniformly applied and enforced with respect to all wholesale purchasers of water from the City, except as the same may be ordered by the Commission to be suspended or modified, and 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 the Board or the Commission, as may be necessary to prevent pollution of the water supply of the City.

10. Payment of Wholesale Rate. The City agrees to charge and the Authority agrees to pay for all water delivered to the Authority under and by virtue of this Agreement during the entire term thereof at the applicable Wholesale Rate.

11. Time of Payment. Payments shall be made by the Authority for all water delivered hereunder monthly based upon readings of the meter or meters and as shown on bills to be rendered by the City in each month of each year, and the Authority agrees to pay all bills for water within twenty (20) days from and after the bill therefor has been rendered.

12. Effective Date of this Agreement. This Agreement shall be effective at such time as it is approved by the Rhode Island Water Resources Board in accordance with the provisions of G.L.R.I. (as amended) §46-15-7 and §46-15-8.

13. No Obligation Until Completion. Notwithstanding any other provision of this Agreement, the Authority shall not be obligated to the City under this Agreement until such time as construction of the distribution system referred to in paragraph 5 hereof has been completed (the "Completion Date").

14. Reliance by the Authority. This Agreement and the obligations of the City hereunder are intended to constitute an inducement on which the Authority may rely for the Authority to incur expense in attempting to raise capital, to acquire the water collection, storage and distribution facilities of the Bristol County Water Company and/or to construct an extension of its water distribution facilities to the Delivery Point so that when all of such activities have been successfully completed the Authority shall have access hereunder to the City's water supply.

15. Termination of Prior Agreement. Upon the Completion Date the agreement dated as of the 1st day of October, 1974 between Bristol County Water Company and the City, as heretofore or hereafter amended, shall terminate.

16. Impairment of Ability to Supply. The City agrees not to enter into agreements to supply water at wholesale which would

impair its ability to supply water to the Authority hereunder up to a quantity each month of not less than an average per day of one hundred fifty gallons per capita times the number of inhabitants of the area served by the Authority.

17. Existing Enabling Legislation. 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.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of either party hereto, including (without limiting the foregoing generality) any party who shall acquire substantially all of the water collection, storage and distribution system of a party hereto. This Agreement may not be assigned by either party except in connection with an assignment made in connection with a transfer of all or substantially all of the water collection, storage and distribution system of such party and upon such assignment, the party making the assignment shall be released from all further obligations hereunder only if the party to whom such assignment is made shall assume all of the obligations of such party hereunder.

19. Representations of the Parties. Each party hereto represents to the other that it has full power and lawful authority to enter into this Agreement; that it has obtained all requisite municipal and/or corporate authorization necessary to enter into and to perform this Agreement and that this Agreement is executed on its behalf by its duly elected, appointed or acting official hereunto duly authorized.

20. Severability. If any provision of this Agreement is found by any court or administrative agency of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity shall remain in full force and effect.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

22. Amendments, Approvals and Consents. No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless in writing signed by each party. Whenever any approval or consent of a party hereto must be obtained, pursuant to any provision of this Agreement, such approval or consent shall not be unreasonably withheld or delayed.

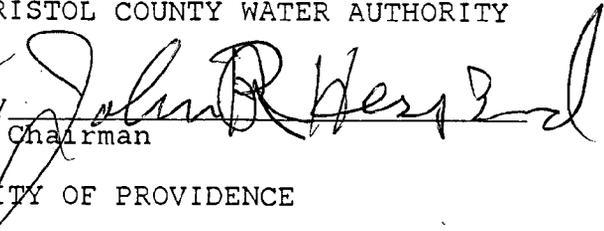
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the Bristol County Water Authority, by

its Chairman, thereunto duly authorized, and the City of Providence by Joseph Paolino, Mayor of said City of Providence, thereunto duly authorized, the day and year first herein written.

ATTEST:

BRISTOL COUNTY WATER AUTHORITY

By


Chairman

ATTEST:

CITY OF PROVIDENCE

By

Mayor

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: November 1, 1985

TO: Wiley Archer, Chief Engineer - Water Supply Board

SUBJECT: ATTACHED RESOLUTION RELATIVE TO THE BRISTOL COUNTY WATER AUTHORITY

CONSIDERED BY: Councilwoman Carolyn F. Brassil, Chairwoman-Committee on Finance

DISPOSITION: The above-named Committee requests your opinion on the subject Resolution which was presented to the City Council on October 17, 1985 and is presently pending.

City Clerk