

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 20

Approved January 10, 1972

RESOLVED, that the Commissioner of Public
Safety is requested to establish a Crossing Guard Post at
the intersection of Niagara Street with Ontario Street.

IN CITY COUNCIL

JAN 6 - 1972

READ and PASSED

S. A. Beaurain
Acting President
V. Vincent
Clerk

APPROVED

JAN 10 1972

Joseph A. Doolley
MAYOR

IN CITY
COUNCIL

DEC 16 1971

FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WELFARE

Urmant Vasquez
CLERK

THE COMMITTEE ON

Public Welfare

Approves Passage Of
The Within Resolution

Urmant Vasquez
Dec 30, 1971
Chairman

Councilman Dargatzis, by request

Department of City Clerk

MEMORANDUM

DATE: December 17, 1971

TO: Commissioner Goldstein

SUBJECT: CROSSING GUARD POST-NIAGARA AND ONTARIO STREETS

CONSIDERED BY: Committee on Public Welfare

DISPOSITION: Accompanying is Resolution on above subject.

Vincent Vespea

City Clerk

RESOLUTION OF THE CITY COUNCIL

No. 21

Approved January 10, 1972

WHEREAS, the City of Providence wishes to avail itself of the benefits of the provisions of Section 7 of Chapter 46 of the Public Laws of 1961 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and hereby further amended by Section 7A of Chapter 210 of the Public Laws of 1969, and

WHEREAS, the tax liability on all property of the Boston & Providence, R.R. Corp., and Providence & Worcester R.R. Co., and subject to tax by this municipality based on the assessment of valuation as of December 31, 1969 at the current rate of \$43.00 per thousand, amounts to \$21,620.83.

NOW, THEREFORE, BE IT RESOLVED:

That said tax liability be and is hereby reduced to \$16,918.67 pursuant to and in conformity with the provisions of Section 7 of said Chapter 46 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and further amended by Section 7A of Chapter 210 of the Public Laws of 1969.

IN CITY COUNCIL

JAN 6 - 1972

READ and PASSED

Salvatore A. Bechini
Acting President
Vincent J. Caspary
Clerk

APPROVED

JAN 10 1972

Joseph A. Doolley
MAYOR

FILED

DEC 3 1 42 PM '71

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

IN CITY
COUNCIL

DEC 16 1971

FIRST READING
REFERRED TO COMMITTEE ON

FINANCE

Wm. H. Vespa
CLERK

THE COMMITTEE ON

Finance

Approves Passage of
The Within Resolution

Wm. H. Vespa
Chairman
Dec 30, 1971 Club

*Councilman Scarnetta
and Councilman Lynch, by request*

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 22

Approved January 10, 1972

WHEREAS, the City of Providence wishes to avail itself of the benefits of the provisions of Section 7 of Chapter 46 of the Public Laws of 1961 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and hereby further amended by Section 7A of Chapter 210 of the Public Laws of 1969, and

WHEREAS, the tax liability on all property of the Boston and Providence R.R. Corp., and N.Y. N.H. & H. R. R. Co., and/or the Penn-Central Railroad Co. and/or its trustees, and subject to tax by this municipality based on the assessment of valuations as of December 31, 1969, at the current rate of \$43.00 per thousand, amounts to \$6.02.

NOW, THEREFORE, BE IT RESOLVED:

That said tax liability be and is hereby reduced to \$4.61 pursuant to and in conformity with the provisions of Section 7 of said Chapter 46 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and further amended by Section 7A of Chapter 210 of the Public Laws of 1969.

IN CITY COUNCIL

JAN 6 - 1972

READ and PASSED

Salvatore G. Bechini
President
Wm. J. C. C. C.
Clerk

APPROVED

JAN 10 1972

Joseph A. Doolley
MAYOR

THE COMMITTEE ON

Fine

Approves Passage of

The Within Resolution *as amended*

Wm. W. W. W.

Dec. 30, 1971

Clerk

RESOLUTION OF THE CITY COUNCIL

No. 23

Approved January 10, 1972

WHEREAS, the City of Providence wishes to avail itself of the benefits of the provisions of Section 7 of Chapter 46 of the Public Laws of 1961 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and hereby further amended by Section 7A of Chapter 210 of the Public Laws of 1969, and

WHEREAS, the tax liability on all property of the Providence and Worcester R.R. Co., and subject to tax by this municipality based on the assessment of valuations as of December 31, 1969, at the current rate of \$43.00 per thousand, amounts to \$62,696.58.

NOW, THEREFORE, BE IT RESOLVED:

That said tax liability be and is hereby reduced to \$51,984.83 pursuant to and in conformity with the provisions of Chapter 7 of said Chapter 46 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and further amended by Section 7A of Chapter 210 of the Public Laws of 1969.

IN CITY COUNCIL

JAN 6 - 1972

READ and PASSED

Salvatore G. Beattie
acting President
Wm. M. C. C. C.
Clerk

APPROVED

JAN 10 1972

Joseph H. Doolley
MAYOR

FILED

DEC 3 1 42 PM '71

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

IN CITY
COUNCIL

DEC 16 1971

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

U. must be approved
CLERK

THE COMMITTEE ON

Finance
Approves Passage of
The Within Resolution

U. must be approved
Dec 30, 1971
Chairman
Club

*Councilman Sciarretta,
and Councilman Lynch, by request*

RESOLUTION OF THE CITY COUNCIL

No. 24

Approved January 10, 1972

WHEREAS, the City of Providence wishes to avail itself of the benefits of the provisions of Section 7 of Chapter 46 of the Public Laws of 1961 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and hereby further amended by Section 7A of Chapter 210 of the Public Laws of 1969, and

WHEREAS, the tax liability on all property of Richard Joyce Smith, W. J. Kirk and Harry W. Dorigan-Trustees N.Y. N. H. & H. R.R. Co., and/or the Penn-Central Railroad Co. and/or its trustees, and subject to tax by this municipality based on the assessment of valuations as of December 31, 1969, at the current rate of \$43.00 per thousand, amounts to \$391,932.53.

NOW, THEREFORE, BE IT RESOLVED:

That said tax liability be and is hereby reduced to \$306,423.35 pursuant to and in conformity with the provisions of Section 7 of said Chapter 46 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and further amended by Section 7A of Chapter 210 of the Public Laws of 1969.

IN CITY COUNCIL

JAN 6 - 1972

READ and PASSED
Salvatore G. Beattie
Acting President
Thomas T. Craspa
Clerk

APPROVED

JAN 10 1972

Joseph A. Borley
MAYOR

THE COMMITTEE ON

Finance

Approves Passage of
The Within Resolution, as amended

Vincent Vespa

Dec 30, 1971 *Clerk*

RESOLUTION OF THE CITY COUNCIL

No. 25

Approved January 10, 1972

WHEREAS, the City of Providence wishes to avail itself of the benefits of the provisions of Section 7 of Chapter 46 of the Public Laws of 1961 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and hereby further amended by Section 7A of Chapter 210 of the Public Laws of 1969, and

WHEREAS, the tax liability on all property of the Providence Terminal Co., and subject to tax by this municipality based on the assessment of valuations as of December 31, 1969 at the current rate of \$43.00 per thousand, amounts to \$168.56.

NOW, THEREFORE, BE IT RESOLVED:

That said tax liability be and is hereby reduced to \$129.20 pursuant to and in conformity with the provisions of Section 7 of said Chapter 46 as amended by Section 2 of Chapter 190 of the Public Laws of 1968; and further amended by Section 7A of Chapter 210 of the Public Laws of 1969.

IN CITY COUNCIL

JAN 6 - 1972

READ and PASSED

Salvatore G. Bechini
Acting President
Wm. J. ...
Clerk

APPROVED

JAN 10 1972

Joseph H. Doolley
MAYOR

FILED

DEC 3 1 42 PM '71

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

IN CITY
COUNCIL

DEC 16 1971

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

U. Vincent Vespa
CLERK

THE COMMITTEE ON

Finance

Approves Passage of
The Within Resolution

U. Vincent Vespa

DEC 30, 1971 *Clark*
Chairman

*Councilmen Scametta and
Councilman Lynch, by request*

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 26

Approved January 10, 1972

RESOLVED,

that the Mayor be, and he hereby is, authorized to execute a contract on behalf of the City of Providence with the Kent County Water Authority providing for the sale of water to the Kent County Water Authority and fixing the rate to be charged therefor as provided in the accompanying draft agreement attached hereto.

IN CITY COUNCIL

JAN 6 - 1972

READ and PASSED

Salvatore A. Bechini
Acting President
William H. ...
Clerk

APPROVED

JAN 10 1972

Joseph A. ...
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

AGREEMENT OF THE CITY OF PROVIDENCE
AND THE KENT COUNTY WATER AUTHORITY
PROVIDING FOR THE SALE OF WATER TO
THE KENT COUNTY WATER AUTHORITY.

IN CITY
COUNCIL

DEC 16 1971

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

V. Vincent Vespa
CLERK

THE COMMITTEE ON

Finance
Approves Passage of
The Within Resolution

Wassant Vespa
Dec 30 1971
Chairman

*Councilman Scavetta
and Councilman Lynch by request*

AGREEMENT made this day of , A.D. 19 , by and between the Kent County Water 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, a Rhode Island municipal corporation.

W I T N E S S E T H:

WHEREAS, pursuant to the Public Laws of 1946, Chapter 1740, the Kent County Water Authority is the governing body of the Kent County Water District, some of whose territory is included in the drainage districts of the north branch of the Pawtuxet River and the Pawtuxet River below the junction of the north and south branches, and

WHEREAS, the Kent County Water Authority, 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 Kent County Water Authority 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 Kent County Water Authority 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 Kent County Water Authority 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 Kent County Water Authority hereby agrees with the Kent County Water Authority, each of them as follows:

(1) The term of this agreement shall be for a period of seventeen (17) years and five (5) months from and after the first day of July, 1971.

(2) The City of Providence agrees that it will deliver and supply the Kent County Water Authority with all water sold under and by virtue of the terms of this agreement to the Kent County Water Authority at the following locations:

(a) At or near the Kent County Water Authority pumping station on Clinton Avenue in the Town of Scituate, at which location the City of Providence maintains a 78-inch aqueduct and at which location the Kent County Water Authority is presently receiving water from the City of Providence.

(b) For a period of five (5) years, from 12-inch main owned by the City of Providence and located in Oaklawn Avenue in the City of Cranston, Rhode Island, at which location the City of Providence is presently serving the Kent County Water Authority; provided, however, this five (5) year period may be extended for a period of one (1) year by the Chief Engineer of the Water Supply Board, with the approval of said board, if at the expiration of said five (5) year period it is determined that the Kent County Water Authority has made real progress in correcting the deficiencies within the Kent County Water Authority's distribution system.

And the Kent County Water Authority further agrees that it will accept at said locations all water sold to it under the terms of this agreement and 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,

(I) Maintain and keep in good repair and operating condition the connections with the water supply system of the City of Providence and meters, together with instrumentation to record the quantity of water delivered by the City of Providence and taken by the Kent County Water Authority at the locations aforesaid.

(II) 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 connections with the water supply system of the City of Providence and the accuracy of the meters installed, as aforesaid, in the presence of a representative of the Water Supply Board of the City of Providence and said Kent County Water Authority 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 connections and meters or instrumentation and charge the cost thereof to the Kent County Water Authority.

(ii) That if the connections with the water supply system at the locations aforesaid or the meters together with the instrumentation 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 Kent County Water Authority 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 Kent County Water 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 to date of this agreement. The City of Providence, to the best of its ability, agrees to meet the Kent County Water Authority peak hour demand to the extent that the peak hour demand is met within the boundaries of the low service system of the City of Providence for the preceding calendar year.

(4) The Kent County Water Authority agrees that during the term of this contract it will not, under any circumstances, permit water from any other source or supply to be introduced into its water system, nor any part thereof, or to be mixed or mingled with water from the Providence Water Supply System without prior written approval of 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. Such water, used from another source, shall meet the requirements of the Providence Water Supply Board and the Rhode Island State Department of Health. The Kent County Water Authority 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 Kent County Water Authority 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 Kent County Water 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 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 Kent County Water Authority 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 Kent County Water Authority agrees to pay for all water delivered to said Kent County Water Authority under and by virtue of the terms of this agreement, the amounts, charges and rates hereinafter set forth and in accordance with the following provisions:

(a) The Seventeen (17) year and five (5) month term of this agreement shall be divided into four (4) consecutive periods and shall be referred to hereafter as follows: Period I - July 1, 1971 to December 1, 1973, Period II - December 1, 1973 to December 1, 1978, Period III - December 1, 1978 to December 1, 1983, Period IV - December 1, 1983 to December 1, 1988.

(b) During the entire seventeen (17) year and five (5) month term of this

agreement a 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 delivered to be determined by readings of the 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 Period I of this agreement increase its rate of charge for water to be delivered during Periods II, III and IV of this agreement and similarly, during Period II of this agreement it may also increase its rate of charge for all water to be delivered during Period III and Period IV of this agreement and similarly, during Period III of this agreement it may also increase its rate of charge for water to be delivered during Period IV of this agreement and in the event of 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 Kent County Water Authority at least ninety (90) days prior to the expiration of Period I, Period II or Period III, as the case may be, by mail addressed to the Kent County Water Authority, West Warwick, Rhode Island. 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 Kent County Water Authority shall, within thirty (30) days of the receipt of the notice of such increase, as aforesaid,

(i) Notify the City of Providence, in writing, through its Water Supply Board, 552 Academy Avenue, Providence, Rhode Island, 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, and

(ii) Request, in writing, arbitration of the dispute under the provisions of Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended, and

(iii) Appoint, in writing, its arbitrator as provided in Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended, and

(iiii) Request the City of Providence, 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, to also appoint, in writing, an arbitrator as provided in Chapter 1278 of the Public Laws of Rhode Island, 1915, as amended,

(8) Payments shall be made by the Kent County Water Authority for all water delivered based upon readings of the meters and as shown on bills to be rendered monthly by the City of Providence and the Kent County Water Authority agrees to pay all bills for water within twenty (20) days from and after the bill therefor has been rendered. Water service to the Kent County Water Authority may be discontinued if any bill is not paid within twenty (20) days of due date. The Kent County Water Authority hereby waives any and all claims for damages resulting from such discontinuance of service.

(9) The Kent County Water Authority agrees to all rules and regulations of the Providence Water Supply Board pertaining to the control of or restriction to the use of water taken from the Providence Water Supply System.

(10) 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 Kent County Water Authority 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 Kent County Water Authority, 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 which shall be retroactive to the commencement of the period or periods involved.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the Kent County Water Authority by its Board 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:

KENT COUNTY WATER AUTHORITY

CITY OF PROVIDENCE

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

December 10, 1971

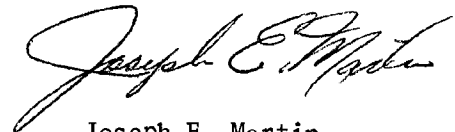
Mr. Vincent Vespia, City Clerk
City Hall
Providence, Rhode Island

Dear Mr. Vespia:

At a meeting of the Water Supply Board on December 10, 1971
it was voted to request that you include the resolution covering
the sale of water to Kent County Water Authority on the Docket of
the next 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.