

ANDREW K. MOFFIT  
Chairman

JOSEPH D. CATALDI  
Vice Chairman

ALEXANDER D. PRIGNANO  
Ex-Officio

CARISSA R. RICHARD  
Secretary

FERNANDO S. CUNHA, ESQ.  
Legal Advisor



FILED

2006 AUG 29 A 8:14

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

DAVID N. CICILLINE  
Mayor

PAMELA M. MARCHAND, P.E.  
Chief Engineer & General Manager

JOSEPH DE LUCA  
City Councilman

PATRICK K. BUTLER  
City Councilman

ANNE T. QUINTERNO  
Member

EVERETT BIANCO  
Member

August 22, 2006

Council President John J. Lombardi  
Providence City Council  
Providence City Hall  
25 Dorrance Street  
Providence, Rhode Island 02903

Dear Council President Lombardi:

The Providence Water Supply Board has authorized the renewal of the lease between St. Joseph's Church, located in Scituate, and Providence Water. City Council approval is now needed before we can proceed further.

We are requesting that this matter be put on the City Council docket for the September 7, 2006 Council meeting. Enclosed is a copy of the signed Certificate of Secretary.

If you have any questions, please contact me at 521-6300, ext. 7197.

Respectfully,  
PROVIDENCE WATER SUPPLY BOARD

*Carissa R. Richard*  
Carissa R. Richard, Board Secretary

cc: Anna Stetson, City Clerk

IN CITY COUNCIL  
DEC 21 2006  
READ AND PASSED

*John J. Lombardi*  
PRES.

*Anna M. Stetson*  
CLERK

APPROVED

*David N. Cicilline*  
MAYOR 1/2/07

The Minute Ordinance Approves Passage of CITY PROVISIONALLY THE COMMISSION ON

IN CITY COUNCIL

OFFICE

**IN CITY COUNCIL**  
SEP 7 2006  
**FIRST READING**  
**REFERRED TO COMMITTEE ON**  
**CITY PROPERTY**  
Ann M. Steh CLERK

**THE COMMITTEE ON**  
**CITY PROPERTY**  
**Approves Passage of**  
**The Within Ordinance**  
Ann M. Steh  
12-13-06 Clerk

ANDREW K. MOFFIT  
*Chairman*  
JOSEPH D. CATALDI  
*Vice Chairman*  
ALEXANDER D. PRIGNANO  
*Ex-Officio*  
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PATRICK K. BUTLER  
*City Councilman*  
ANNE T. QUINTERNO  
*Member*  
EVERETT BIANCO  
*Member*

## CERTIFICATE OF SECRETARY

I, Carissa R. Richard, do upon oath say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.
2. That at the regular monthly meeting of the PWSB held on Wednesday, May 17, 2006, the following was voted:

### RESOLVED:

1. That the Board of Directors voted to authorize the renewal of the lease between Providence Water and St. Joseph's Church located in Scituate; and
2. That in consideration for this lease for a total of 0.46 acres of Providence Water property located in Scituate, St. Joseph's Church will pay the annual taxes on the land and pay the nominal fee of \$1.00 to Providence Water for a term to expire on December 31, 2015; and
3. That a provision is included in the lease which requires St. Joseph's Church to secure liability insurance on the leased land; and
4. That a provision is included in the lease which requires St. Joseph's Church to install oil/water separator catch basins at locations in the parking lot to be determined by Providence Water staff; and
5. That the Board of Directors voted to authorize the Chief Engineer and General Manager to process the transfer through the City Council and City Properties Committee of the City of Providence, and further, authorize the necessary recordings.

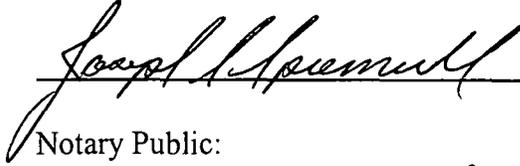
In Witness Whereof, I have set my hand this 5 day of June, 2006.

  
\_\_\_\_\_  
Carissa R. Richard, Secretary  
Providence Water Supply Board

[WWW.PROVWATER.COM](http://WWW.PROVWATER.COM)

STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the 5 day of June, 2006, there personally appeared before me the above-named, Carissa R. Richard, individually and in her capacity as Secretary of the Providence Water Supply Board, and she acknowledged the execution of this certificate to be her free act and deed and in her said capacity.

  
\_\_\_\_\_

Notary Public:

My Commission Expires: 6-18-09

[WWW.PROVWATER.COM](http://WWW.PROVWATER.COM)



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Mayor  
BOYCE SPINELLI  
Acting Chief Engineer & General Manager  
JOSEPH DE LUCA  
City Councilman  
PATRICK K. BUTLER  
City Councilman  
ANNE T. QUINTERNO  
Member  
EVERETT BIANCO  
Member

**MEMORANDUM**

**TO:** PROVIDENCE WATER SUPPLY BOARD  
**FROM:** Paul J. Gadoury, Director of Engineering  
**DATE:** October 27, 2005  
**RE:** St. Joseph's Church Lease

**Purpose**

For the Board of Providence Water to grant approval for the renewal of the lease between Providence Water and St. Joseph's Church.

**Analysis**

For the past 50 years the Church has leased a small parcel of land (0.46 acre) from Providence Water which has been used as a parking lot for their parishioners. The lease was under an agreement dated July 1, 1955. This lease expired on June 30, 2005. The Church continues to utilize this area for the same purpose as it has for the past 50 years and has requested the renewal of this lease. The term of the prior lease was that Church paid Providence Water the annual sum of \$1.00 plus the pro-rated value of the property taxes for the .46 acre area.

We have reviewed the request of the Church and find no reason to object to its renewal. We also find that with the Church's longstanding dependence on this parking area, loss of its use would cause a hardship to the Church. We are recommending renewal of the lease under the same terms as the prior lease for the period of time extending to December 31, 2015.

**Financial Impact**

The Church will pay Providence Water the annual sum of \$1.00 plus the pro-rated value of the property taxes. In 2005 this amounted to the sum of \$68.04.

**Recommendation**

That the Board approve renewal of the lease with St. Joseph's Church for a period to expire on December 31, 2015, for the annual compensation to Providence Water of the sum of \$1.00 plus the pro-rated value of the property taxes on the parcel and that the Board authorize the General Manager to process the lease to the City Properties Committee of the City Council of the City of Providence, and authorize the necessary recordings.

Recommended for Approval:

Boyce Spinelli  
Acting General Manager

Saint Joseph's Church  
PO Box 236 144 Danielson Pike  
North Scituate Rhode Island 02857-0236

Rev. Roger A. Houle, Pastor

March 8, 2005

Mr. ~~James~~ Kilduff  
Chief Engineer  
Providence Water Supply Board  
552 Broadway Ave.  
Providence, RI 02908

Dear Mr. Kilduff:

On behalf of St. Joseph Church in Scituate, RI, I am requesting a renewal of the lease between the Church and the Providence Water Supply Board. As I'm sure you know, for the past 50 years our Parish has leased property adjacent to our Church and rectory for use as a parking lot. The current lease expires on July 1, 2005. This land is vitally important to our parish as it comprises the vast majority of the available parking for our parishioners attending regular services and other activities. Additionally, the lack of access to the parking lot would undoubtedly contribute to significant public safety concerns, as more parishioners would be forced to park on the streets.

We would hope to enter into another long term lease of not less than 15 years. Assuming a new lease is executed, it's our intention to completely resurface the existing parking lot which is very much in need of repair. Prior to any resurfacing, we would certainly be willing to meet with representatives from the Providence Water Supply Board in order to address any environmental concerns you may have. We would also expect to be responsible for any permitting or other regulatory requirements associated with the resurfacing project.

We do appreciate your assistance on this matter and look forward to a continued harmonious relationship with the Providence Water Supply Board.

Sincerely,

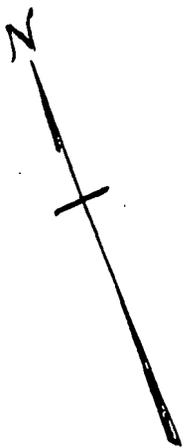
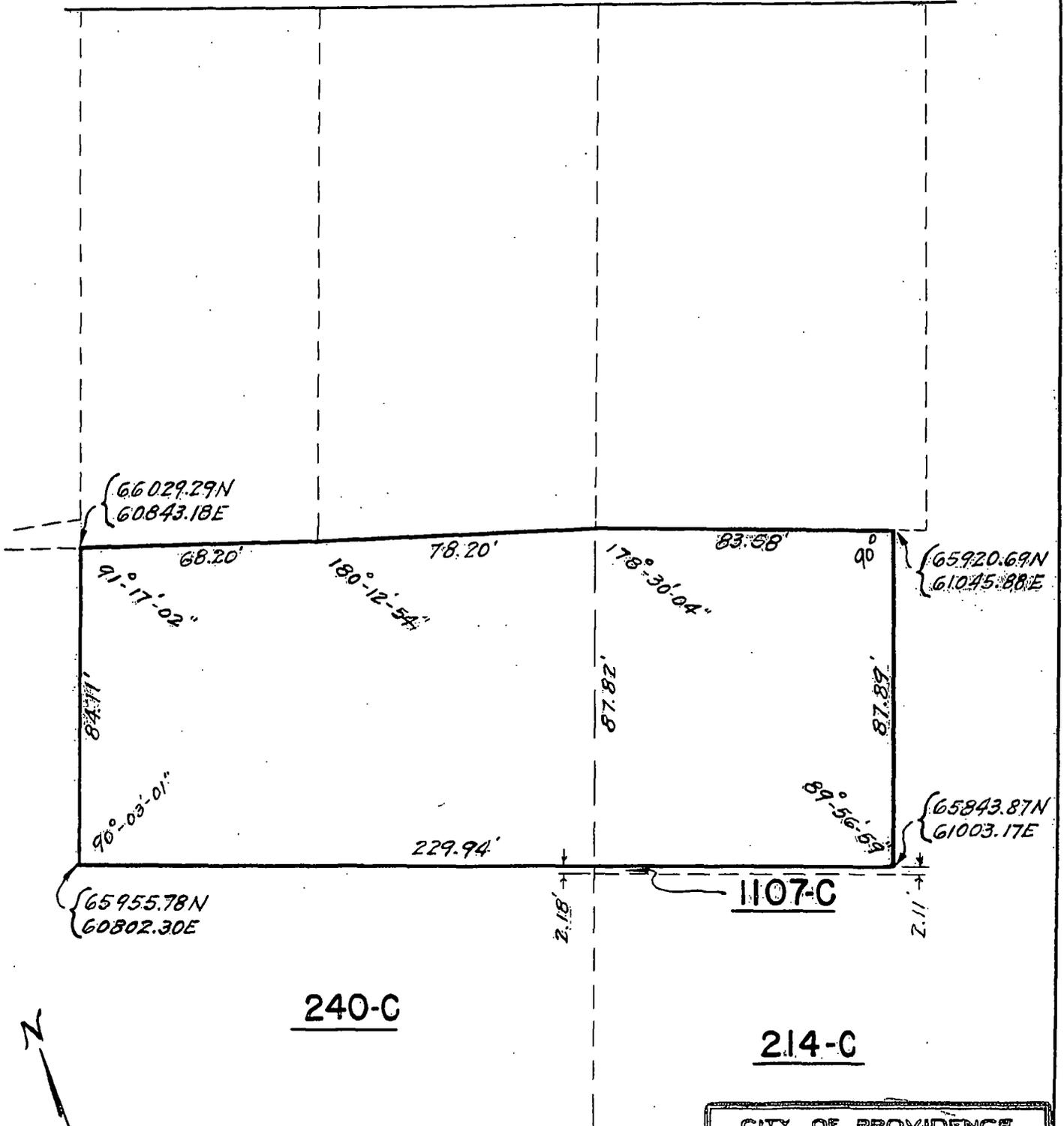
Rev. Roger Houle

CC: ~~James~~ Bronco Telephone 401 647 2255 FAX 401 647 2968

1107-C  
240-C

DANIELSON

PIKE



CITY OF PROVIDENCE  
 WATER SUPPLY BOARD  
 LAND PROPOSED TO BE LEASED  
 TO ST. JOSEPH'S CHURCH CORP.  
 NORTH SCITUATE

Drawn J.P.P. Traced ... Checked 4/10/07  
 Scale 1" = 40' units 2/1/55 acc 3961...  
 APPROVED *Theresa J. Holton*

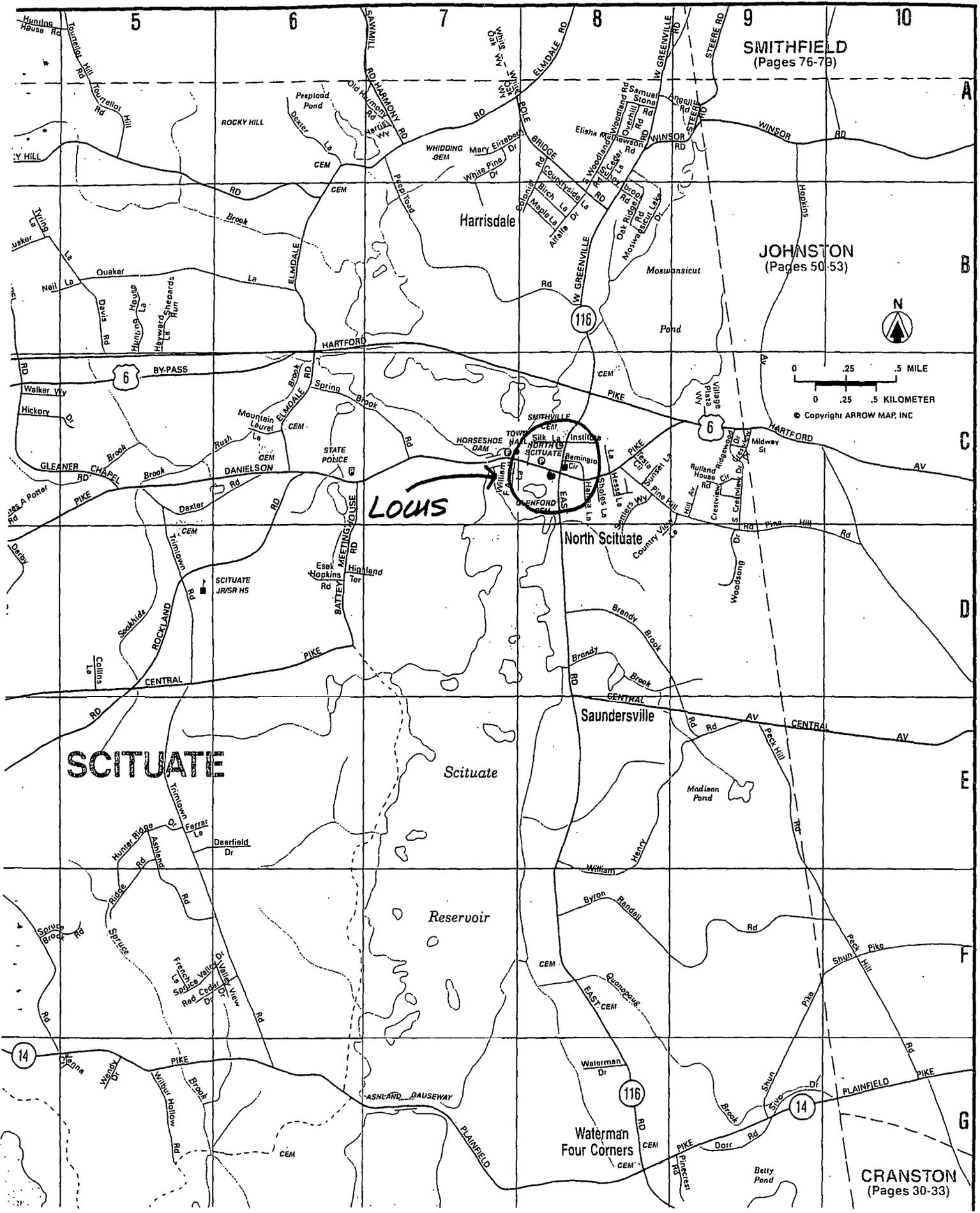
SMITHFIELD  
(Pages 76-79)

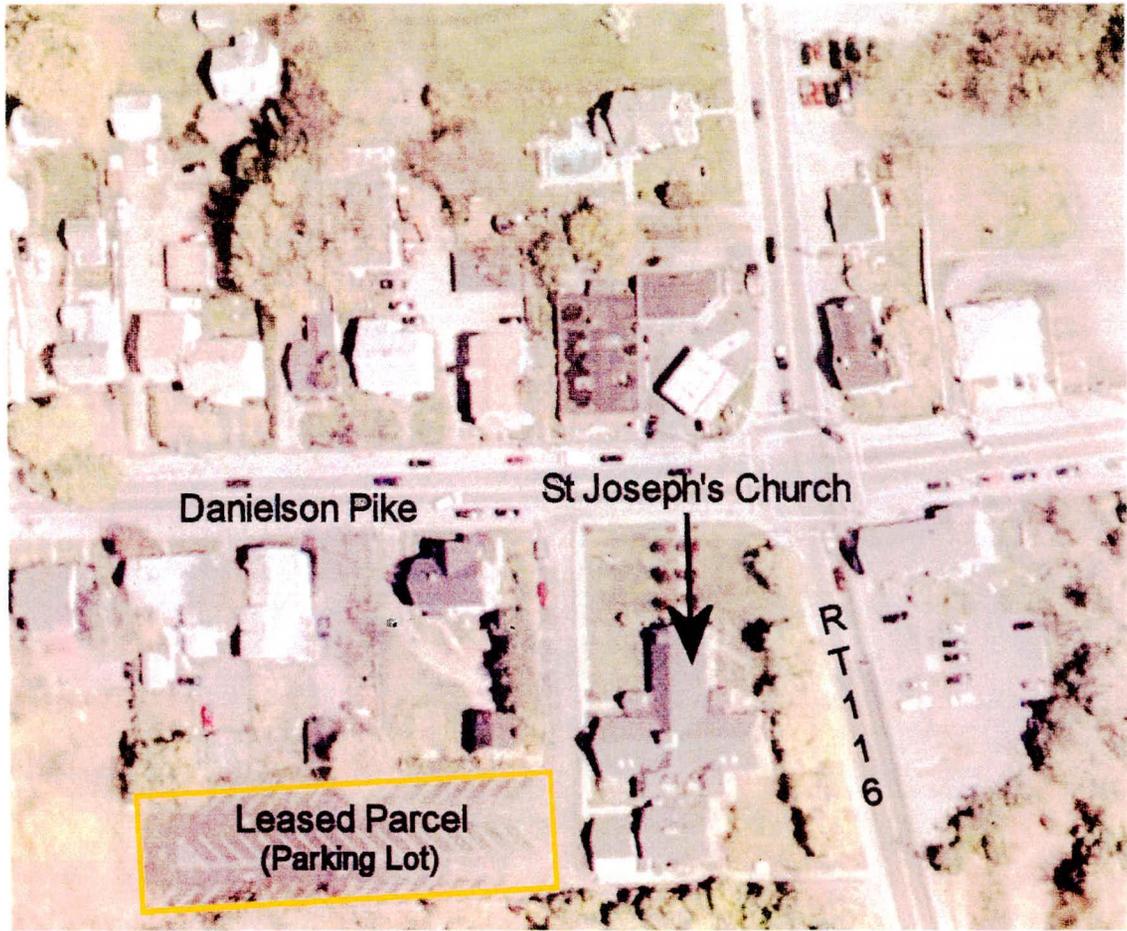
JOHNSTON  
(Pages 50-53)

SCITUATE

CRANSTON  
(Pages 30-33)

LOUIS





ANDREW K. MOFFIT  
*Chairman*  
JOSEPH D. CATALDI  
*Vice Chairman*  
ALEXANDER D. PRIGNANO  
*Ex-Officio*  
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2. That at the regular monthly meeting of the PWSB held on Wednesday, May 17, 2006, the following was voted:

#### RESOLVED:

1. That the Board of Directors voted to authorize the renewal of the lease between Providence Water and St. Joseph's Church located in Scituate; and
2. That in consideration for this lease for a total of 0.46 acres of Providence Water property located in Scituate, St. Joseph's Church will pay the annual taxes on the land and pay the nominal fee of \$1.00 to Providence Water for a term to expire on December 31, 2015; and
3. That a provision is included in the lease which requires St. Joseph's Church to secure liability insurance on the leased land; and
4. That a provision is included in the lease which requires St. Joseph's Church to install oil/water separator catch basins at locations in the parking lot to be determined by Providence Water staff; and
5. That the Board of Directors voted to authorize the Chief Engineer and General Manager to process the transfer through the City Council and City Properties Committee of the City of Providence, and further, authorize the necessary recordings.

In Witness Whereof, I have set my hand this 5 day of June, 2006.

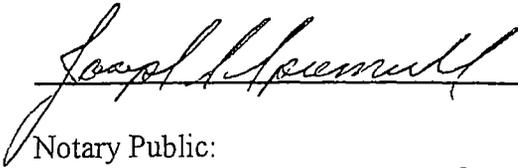
A handwritten signature in cursive script that reads "Carissa R. Richard".

Carissa R. Richard, Secretary  
Providence Water Supply Board

[WWW.PROVWATER.COM](http://WWW.PROVWATER.COM)

STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the 5 day of June, 2006, there personally appeared before me the above-named, Carissa R. Richard, individually and in her capacity as Secretary of the Providence Water Supply Board, and she acknowledged the execution of this certificate to be her free act and deed and in her said capacity.



---

Notary Public:

My Commission Expires: 6-18-09

[WWW.PROVWATER.COM](http://WWW.PROVWATER.COM)

# Certificate of Coverage

Date: 3/27/2006

<b>Certificate Holder</b> Diocesan Service Corporation One Cathedral Square Providence, RI 02865	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.
<b>Covered Location</b> St. Joseph Church P. O. Box 236 North Scituate, RI 02875	<b>Company Affording Coverage</b> THE CATHOLIC MUTUAL RELIEF SOCIETY 10843 OLD MILL RD OMAHA, NE 68154

**Coverages**

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	General Liability	8594	7/1/2005	7/1/2006	General Aggregate	2,000,000
	<input checked="" type="checkbox"/> Occurrence				Products-Comp/OP Agg	
	<input type="checkbox"/> Claims Made				Personal & Adv Injury	
					Each Occurrence	500,000
					Fire Damage (Any one fire)	
	Excess Liability	8594	7/1/2005	7/1/2006	Med Exp (Any one person)	
					Each Occurrence	500,000
	Other				Each Occurrence	

**Description of Operations/Locations/Vehicles/Special Items**  
 Coverage only extends for claims arising out of St. Joseph Church's use of the parking lot adjacent the church for the term of the certificate.

**Holder of Certificate:** **Cancellation**

<b>Additional Protected Person(s)</b> City of Providence Providence Water Supply Board, its officers and agents 552 Academy Avenue Providence, RI 02908	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative 

0102000731

**ENDORSEMENT**  
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 7/1/2005 Charge \_\_\_\_\_ Credit \_\_\_\_\_  
Cancellation Date of Endorsement 7/1/2006  
Certificate Holder Diocesan Service Corporation  
One Cathedral Square  
Providence, RI 02865

Certificate No. 8594 of The Catholic Mutual Relief Society is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

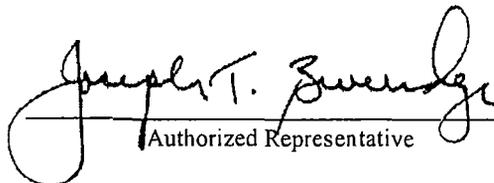
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Providence  
Providence Water Supply Board, its officers and agents  
552 Academy Avenue  
Providence, RI 02908

Remarks: Coverage only extends for claims arising out of St. Joseph Church's use of the parking lot adjacent the church for the term of the certificate.

  
Authorized Representative

**From:** "maria lopes" <mlopes@conversent.net>  
**To:** "Jackie Brosco" <jbrosco@provwater.com>  
**Date:** 4/4/2006 1:52:41 PM

I have reviewed the lease for St. Joseph's Church and it is ok as written with the exception that the "or" should be deleted from the sentence in A.1. If you have any other questions, please give me a call.

Fernando

LEASE

Draft

This Lease is made and entered by and between the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly the State of Rhode Island on behalf of the Providence Water Supply Board ("Landlord") and the **ST. JOSEPH CHURCH**, A Rhode Island corporation created by the General Assembly of the State of Rhode Island ("Tenant");

W I T N E S S E T H;

The Landlord does hereby demise and lease unto the Tenant, and the Tenant does hereby hire and take from the Landlord upon the terms and conditions hereunder stated, the premises located on Danielson Pike, more particularly described as "Parcel A" on Schedule 1 attached hereto and made part here of (the "Premises").

TO HAVE AND HOLD the Premises, with all the rights and privileges thereof unto the Tenant, its successors and assigns for and during the term commencing on the effective date of the execution of this agreement by the undersigned and continuing through the day of \_\_\_\_\_, 20??.

Yielding and paying therefore in lawful money the sum of \_\_\_\_\_  
to be duly paid within one (1) month of the date due.

A. The Tenant covenants that during the terms of this Lease and any extensions or renewals thereof:

1. That it will use and occupy the Premises for its religious and charitable purposes and no other purpose whatsoever.
2. That it will observe and abide by all statutes, law, ordinance, rules and regulations which are now in force, or which may be hereafter enacted with respect to such occupancy.
3. That it shall not use the Premises, or any part thereof, for any lawful business or any unlawful purpose whatsoever, and that it will preserve the peace and maintain good on the Premises at all times.
4. That it will not assign, or part with the possession of the whole or any part of the Premises without first obtaining the written consent of the Landlord.

5. That it will install, within one year of the execution of the lease agreement, up to three (3) oil/water separator catch basins along the southerly edge of the parking lot that will intercept the parking lot runoff prior to its off-site discharge to the adjoining Toad Pond, along with the installation of riprap outlet aprons at each point of discharge to protect against soil erosion, said drainage improvements to be of a design and at locations as determined to be necessary by Providence Water, and that it will properly inspect, maintain, and remove accumulated sediment and debris from such oil/water catch basins on a regular basis as may be needed, but not less frequently than once every six months.

6. That it agrees that any buildings or any improvements now or hereafter erected on the Premises are to be held at the sole risk of the Tenant.

7. That it agrees that it shall, at all times, protect and save, hold harmless and indemnify the City of Providence and the Water Supply Board, its agents, servants and employees against and from all claims, loss, costs, damages or expenses including attorney's fees arising out of or from any accident, incident or occurrence in any way connected to the use in, on or about the Premises by the Tenant or the Tenant's agents, employees, servants, invitees, or visitors. In addition, the Tenant shall maintain One Million ( \$1,000,000.00 ) Dollars in liability insurance to protect the Landlord from all claims for personal injury, including death. Tenant shall file Certificates of this insurance with Landlord and said policy shall name "The City of Providence, Providence Water Supply Board, its officers and agents" as additional insured parties.

B. The parties understand and agree that upon any violation of the aforesaid conditions or covenants, the Landlord or any agent to the authorized, shall be at liberty to terminate this Lease, and may thereupon lawfully, immediately or at anytime thereafter, and without notice or demand, enter into and upon the Premises and repossess the same as of their former estate.

C. It is also understood and agreed by and between the parties that if the Tenant shall not within six ( 6 ) months from and after the expiration or termination of this Lease remove any and all buildings, structures or other improvements now or hereafter erected on said premises by the Tenant, the same shall become and be the sole and lawful property of the Landlord.

D. It is further understood and agreed between the parties that all buildings and improvements erected or placed upon the Premises are and shall be pledges for the payment of all rents accruing or owing under this Lease.

E. If at any time in the opinion of the Water Supply Board of the City of Providence, the occupation or manner of use of the premises causes, or in the opinion of the said Board, is liable to cause the waters of the reservoir or its rivers branches and tributaries to become polluted, the Water Supply Board may at any time terminate this Lease by written notice to such effect given at least thirty ( 30 ) days prior to such termination.

**IN TESTIMONY WHEREOF, THE CITY OF PROVIDENCE** has caused these presents to be executed and its corporate seal to be hereunto affixed by **David N. Cicilline.**, its Mayor, thereunto duly authorized by City Council, Resolution Number \_\_\_\_\_, approved \_\_\_\_\_, 2006; and said **ST. JOSEPH'S CHURCH** has caused these presents to be executed and its seal to be hereunto affixed by, its **REVEREND ROGER HOULE**, pastor, thereunto duly authorized by a vote.

WITNESS:

CITY OF PROVIDENCE

\_\_\_\_\_

By \_\_\_\_\_  
DAVID N. CICILLINE

WITNESS:

ST. JOSEPH'S CHURCH

\_\_\_\_\_

By \_\_\_\_\_  
REVEREND ROGER HOULE

State of Rhode Island  
County of Providence

In Providence on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me personally appeared the above-named **DAVID N. CICILLINE** in his capacity as Mayor of the City of Providence, to me known by me to be the party executing the foregoing instrument for and on behalf of the **CITY OF PROVIDENCE, RHODE ISLAND** and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of said **CITY OF PROVIDENCE**.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Rhode Island  
County of Providence

In Providence on the      day of      , 2006, me personally appeared the above-named, **REVEREND ROGER HOULE** in his capacity as Reverend of the **ST. JOSEPH'S CHURCH**, to me known by me to be the party executing the foregoing instrument for and on behalf of the **ST. JOSEPH'S CHURCH** and he acknowledged said instrument by him executed to be free act and deed in his capacity as aforesaid, and the free act and deed of said **ST. JOSEPH'S CHURCH**.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

The Water Supply Board approves the within lease.

\_\_\_\_\_



AERIAL VIEW



AERIAL VIEW

ANDREW K. MOFFIT  
Chairman

JOSEPH D. CATALDI  
Vice Chairman

ALEXANDER D. PRIGNANO  
Ex-Officio

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ANNE T. QUINTERNO  
Member

EVERETT BIANCO  
Member

2006 AUG 29 A 8:14

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

August 22, 2006

Council President John J. Lombardi  
Providence City Council  
Providence City Hall  
25 Dorrance Street  
Providence, Rhode Island 02903

Dear Council President Lombardi:

The Providence Water Supply Board has approved the request by Mr. Bertram Tivey Jr. exchange an area of property that he owns in West Warwick, for an equal abutting area of land in West Warwick which is owned by Providence Water. City Council approval is now needed before we can proceed further.

We are requesting that this matter be put on the City Council docket for the September 7, 2006 Council meeting. Enclosed is a copy of the signed Certificate of Secretary.

If you have any questions, please contact me at 521-6300, ext. 7197.

Respectfully,  
PROVIDENCE WATER SUPPLY BOARD

*Carissa R. Richard*  
Carissa R. Richard, Board Secretary

cc: Anna Stetson, City Clerk

IN CITY COUNCIL  
DEC 21 2006  
READ AND PASSED

*[Signature]*  
PRES.

*[Signature]*  
CLERK

APPROVED

11/2/07

The Right Honorable  
Abigail B. Berman  
CITY PROCLERK  
THE COMMISSIONER OF  
CITY CLERK

Clerk

WWW.PROVWATER.COM

CLERK  
PRES.  
READ AND PASSED  
IN CITY COUNCIL

IN CITY COUNCIL  
SEP 7 2006  
FIRST READING  
REFERRED TO COMMITTEE ON  
CITY PROPERTY  
*Ann M. Hite* CLERK

THE COMMITTEE ON  
CITY PROPERTY  
Approves Passage of  
The Within Ordinance  
*Ann M. Hite*  
12-13-06 Clerk

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I, Carissa R. Richard, do upon oath say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.
2. That at the regular monthly meeting of the PWSB held on Wednesday, February 15, 2006, the following was voted:

### RESOLVED:

1. That Mr. Bertram Tivey Jr. wishes to exchange an area of property that he owns for an equal abutting area of property owned by Providence Water; and
2. That the exchange of land will benefit Providence Water by providing greater clearance along our 78" aqueduct; and
3. That the Board of Directors voted to authorize the request by Mr. Bertram Tivey Jr. to exchange a 4,659 sq. ft. area of property, owned by Mr. Tivey, described as Assessor's Plat 1, Lot 94 and Lot 99 located in the City of West Warwick, for a 4,650 sq. ft. area of property, owned by Providence Water, described as Assessor's Plat 1, Lot 89 located in the City of West Warwick; and
4. That the Board of Directors voted to authorize the Chief Engineer and General Manager to process the transfer through the City Council and City Properties Committee of the City of Providence, and further, authorize the necessary recordings.

In Witness Whereof, I have set my hand this 2 day of March, 2006.

  
Carissa R. Richard, Secretary  
Providence Water Supply Board

[WWW.PROVWATER.COM](http://WWW.PROVWATER.COM)

STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the 2 day of March, 2006, there personally appeared before me the above-named, Carissa R. Richard, individually and in her capacity as Secretary of the Providence Water Supply Board, and she acknowledged the execution of this certificate to be her free act and deed and in her said capacity.

A handwritten signature in cursive script, appearing to read "Joseph H. Hemenway", is written over a solid horizontal line.

Notary Public:

My Commission Expires: 6-18-09

[WWW.PROVWATER.COM](http://WWW.PROVWATER.COM)

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*Acting Chief Engineer & General Manager*  
JOSEPH DE LUCA  
*City Councilman*  
PATRICK K. BUTLER  
*City Councilman*  
ANNE T. QUINTERNO  
*Member*  
EVERETT BIANCO  
*Member*

## MEMORANDUM

**TO:** PROVIDENCE WATER SUPPLY BOARD  
**FROM:** Paul Gadoury, Director of Engineering  
**DATE:** October 26, 2005  
**RE:** Exchange of land in West Warwick

### Purpose

For the Board of Providence Water to grant approval of a request by Mr. Bertram Tivey Jr. to exchange an area of property he that owns for an equal abutting area owned by Providence Water.

### Analysis

Mr. Tivey explains that he is requesting this land exchange because his children are grown, married, and he wants to build a house for his son on his abutting property. He has requested to exchange land with Providence Water in order that he can provide driveway access to this piece of land as depicted on the attached maps. Mr. Tivey was born in the house across the street and has lived in this area all his life surrounded by other family members. The Providence Water Supply Board acquired Lot 89 (see attached assessor's Plat Map 1) from Mr. Tivey in 1965 through the eminent domain process for the construction of the 78" aqueduct. The taking of Lot 89 in its entirety has left several other lots owned by Mr. Tivey inaccessible. The as-built position of the 78" aqueduct runs through just a small corner of our Lot 89. Mr. Tivey is proposing to exchange 4,659 sq. ft. from Lots 94 and 99 of his land for 4,650 sq. ft. of our Lot 89. We have reviewed this request and find that this exchange of land would actually provide us with a greater clearance from our 78" aqueduct to the private property corner of Lot 94 owned by Mr. Tivey in exchange for the conveyance of a portion of our land that is located a far distance from the pipeline and for which we have no use.

### Financial Impact

There would be no financial impact to Providence Water.

### Recommendation

It is recommended that the Board approve this exchange of land which will be of mutual benefit to both parties and authorize the General Manager to process the land exchange to the City Properties Committee of the City Council of the City of Providence and authorize the necessary recordings.

Recommended for Approval

Boyce Spinelli  
Acting General Manager

October 13, 2005

City of Providence Water Authority  
Attention: Jacqueline Brosco

Enclosure [1] Proposed Administrative, subdivision drawing: Bertram Jr. and Frances Tivey and City of Providence. As certified by Robert B. Boyer License # 1573, professional land surveyor.

Sirs:

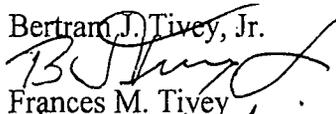
Enclosure #1 is respectfully submitted for your review and approval based on the following:

1. At the onset of construction of the present 102" aqueduct. West Warwick tax assessors plat #1 lot #89 was taken from us by the providence water authority thru the eminent domain process. However the as built condition of said aqueduct only cuts thru one [1] corner of lot #89, as depicted on enclosure #1. The taking of lot #89 in its entirety has subsequently land locked the remaining rear property we own i.e.: lots 94, 105, 104, 93, 100 etc.
2. This proposed land trade/swap of a portion of lots #94 and #89 would give us a drive way thru our lot #504 and presently unused portion of lot #89 to the remaining portion of lot #94 and the remaining rear land we own. This would allow a family member of ours access to construct a single family dwelling.
3. The conveyance of 4,659 sq ft. of lot #94 to Providence Water Authority per enclosure # [1] would provide you with more room along the present as built aqueduct to conduct maintenance and repairs as required.
4. Please be advised that the present right of way that Providence Water Authority has thru our lot #504 to the aqueduct is in no way affected by this proposed trade/swap.
5. We firmly believe this proposal is a win/win for both parties.

Your consideration and approval of this proposal will further our long standing opinion that the Providence Water Authority is and will continue to be a good neighbor.

Respectfully,

Bertram J. Tivey, Jr.



Frances M. Tivey

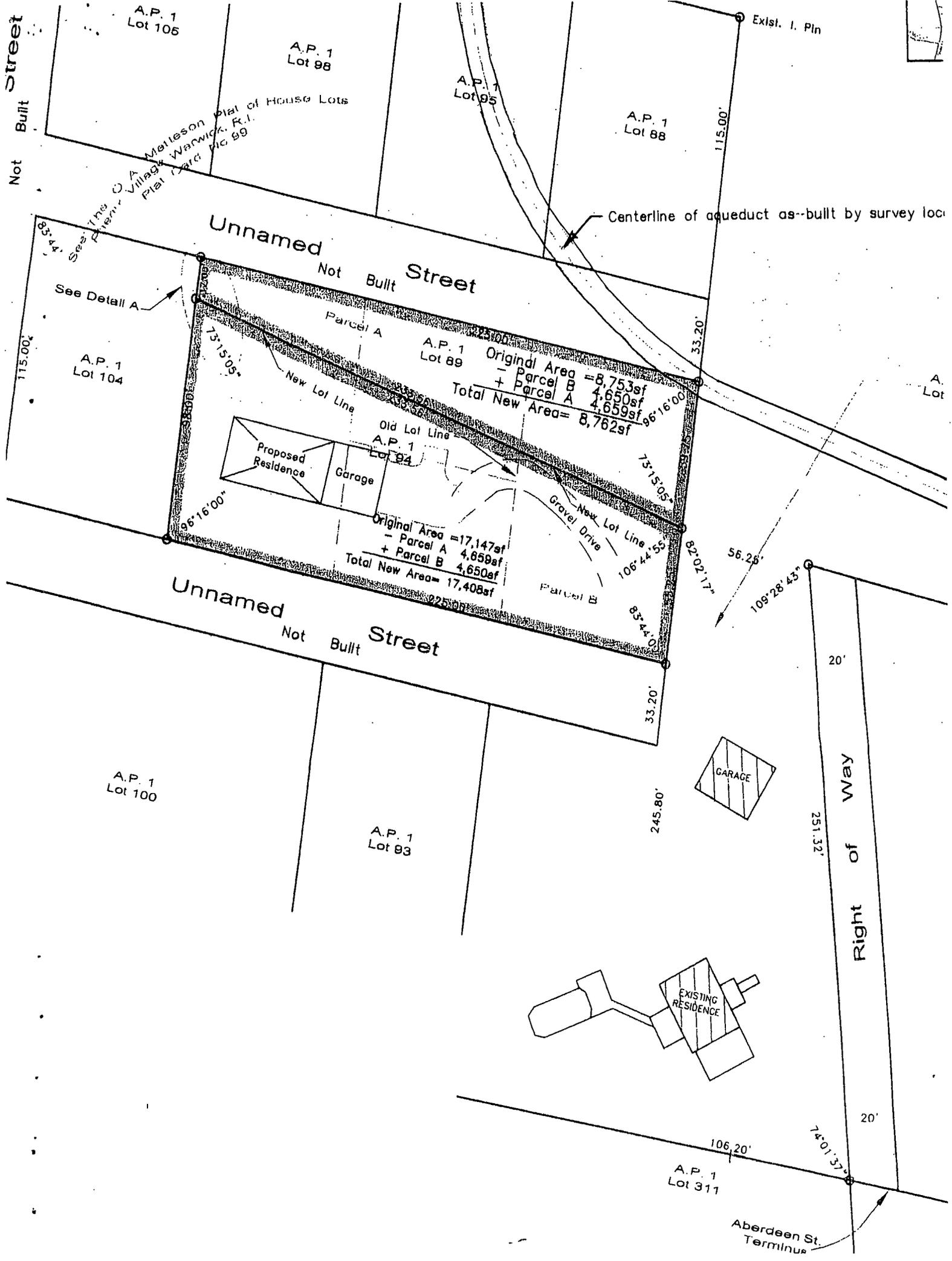


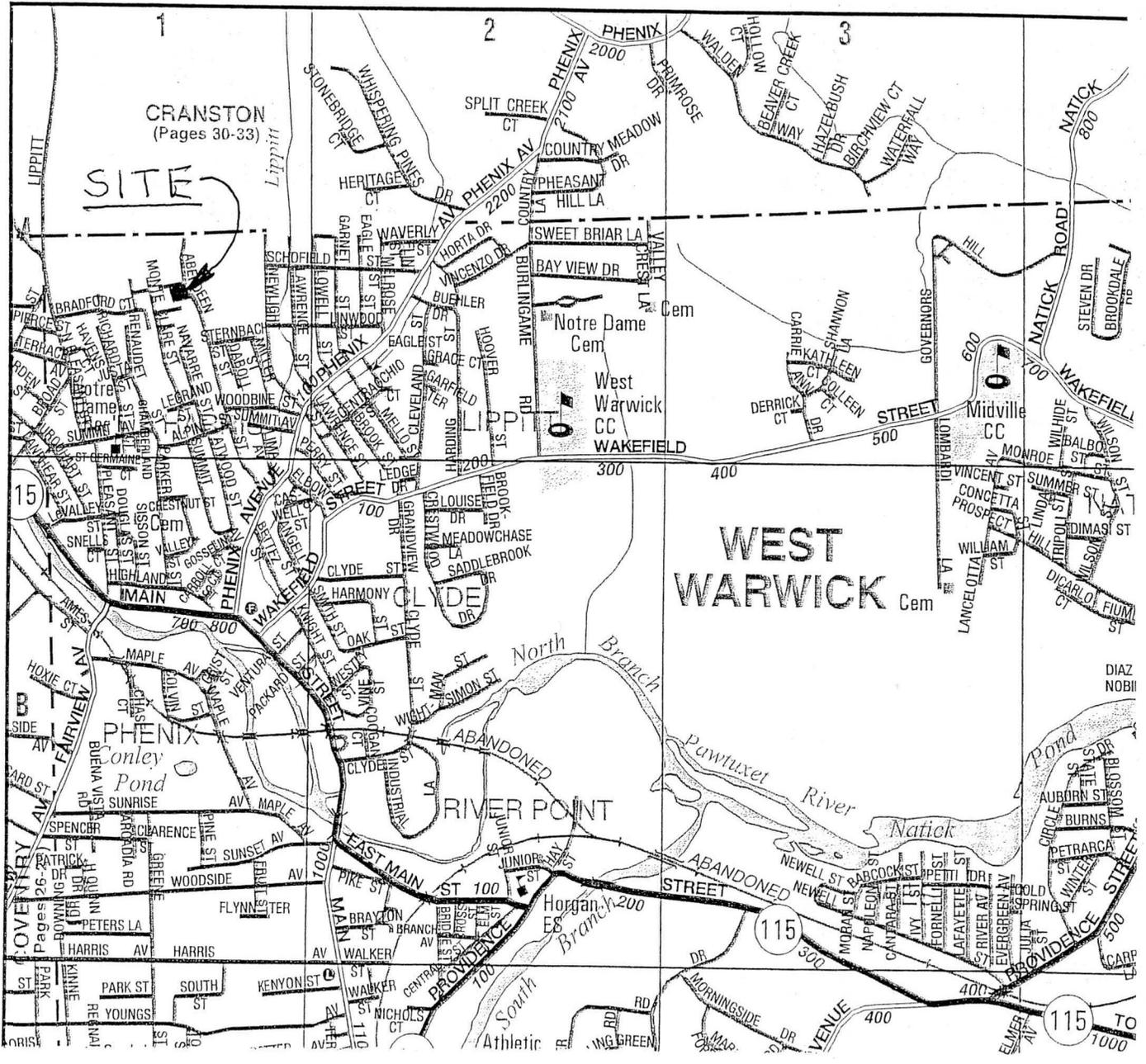
104 Aberdeen St.

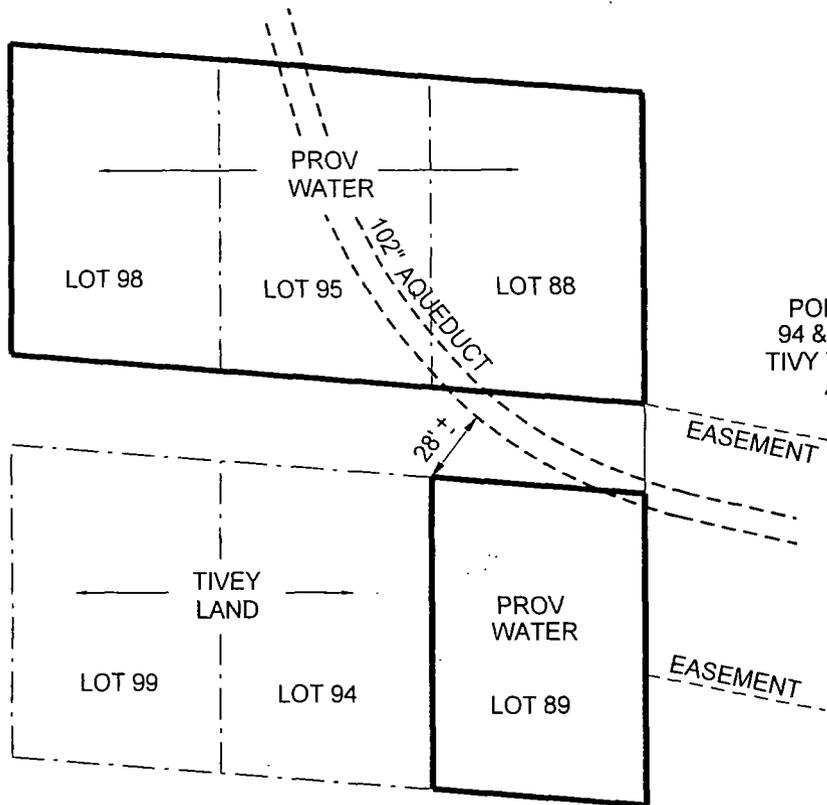
West Warwick, RI

02893

401-821-0770

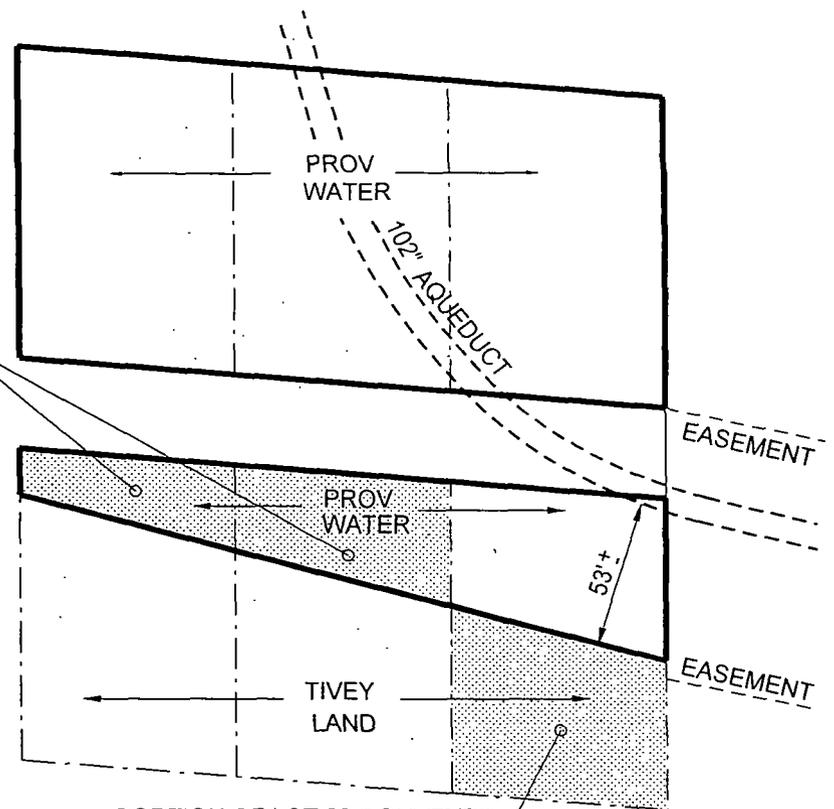






PORTIONS OF LOTS  
94 & 99 CONVEYED BY  
TIVY TO PROV WATER  
4,659 SQ. FT.

BEFORE LAND EXCHANGE



PORTION OF LOT 89 CONVEYED  
BY PROV WATER TO TIVY  
4,650 SQ. FT.

AFTER LAND EXCHANGE

PROVIDENCE WATER & BERTRAM TIVEY  
PROPOSED LAND EXCHANGE  
WEST WARWICK, RI

ANDREW K. MOFFIT  
*Chairman*  
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EVERETT BIANCO  
*Member*

### CERTIFICATE OF SECRETARY

I, Carissa R. Richard, do upon oath say:

1. That I am the duly appointed Secretary of the Providence Water Supply Board (PWSB), an entity established by the Home Rule Charter of the City of Providence.
2. That at the regular monthly meeting of the PWSB held on Wednesday, February 15, 2006, the following was voted:

#### RESOLVED:

1. That Mr. Bertram Tivey Jr. wishes to exchange an area of property that he owns for an equal abutting area of property owned by Providence Water; and
2. That the exchange of land will benefit Providence Water by providing greater clearance along our 78" aqueduct; and
3. That the Board of Directors voted to authorize the request by Mr. Bertram Tivey Jr. to exchange a 4,659 sq. ft. area of property, owned by Mr. Tivey, described as Assessor's Plat 1, Lot 94 and Lot 99 located in the City of West Warwick, for a 4,650 sq. ft. area of property, owned by Providence Water, described as Assessor's Plat 1, Lot 89 located in the City of West Warwick; and
4. That the Board of Directors voted to authorize the Chief Engineer and General Manager to process the transfer through the City Council and City Properties Committee of the City of Providence, and further, authorize the necessary recordings.

In Witness Whereof, I have set my hand this 2 day of March, 2006.

  
Carissa R. Richard, Secretary  
Providence Water Supply Board

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STATE OF RHODE ISLAND  
PROVIDENCE, sc.

In Providence on the 2 day of March, 2006, there personally appeared before me the above-named, Carissa R. Richard, individually and in her capacity as Secretary of the Providence Water Supply Board, and she acknowledged the execution of this certificate to be her free act and deed and in her said capacity.

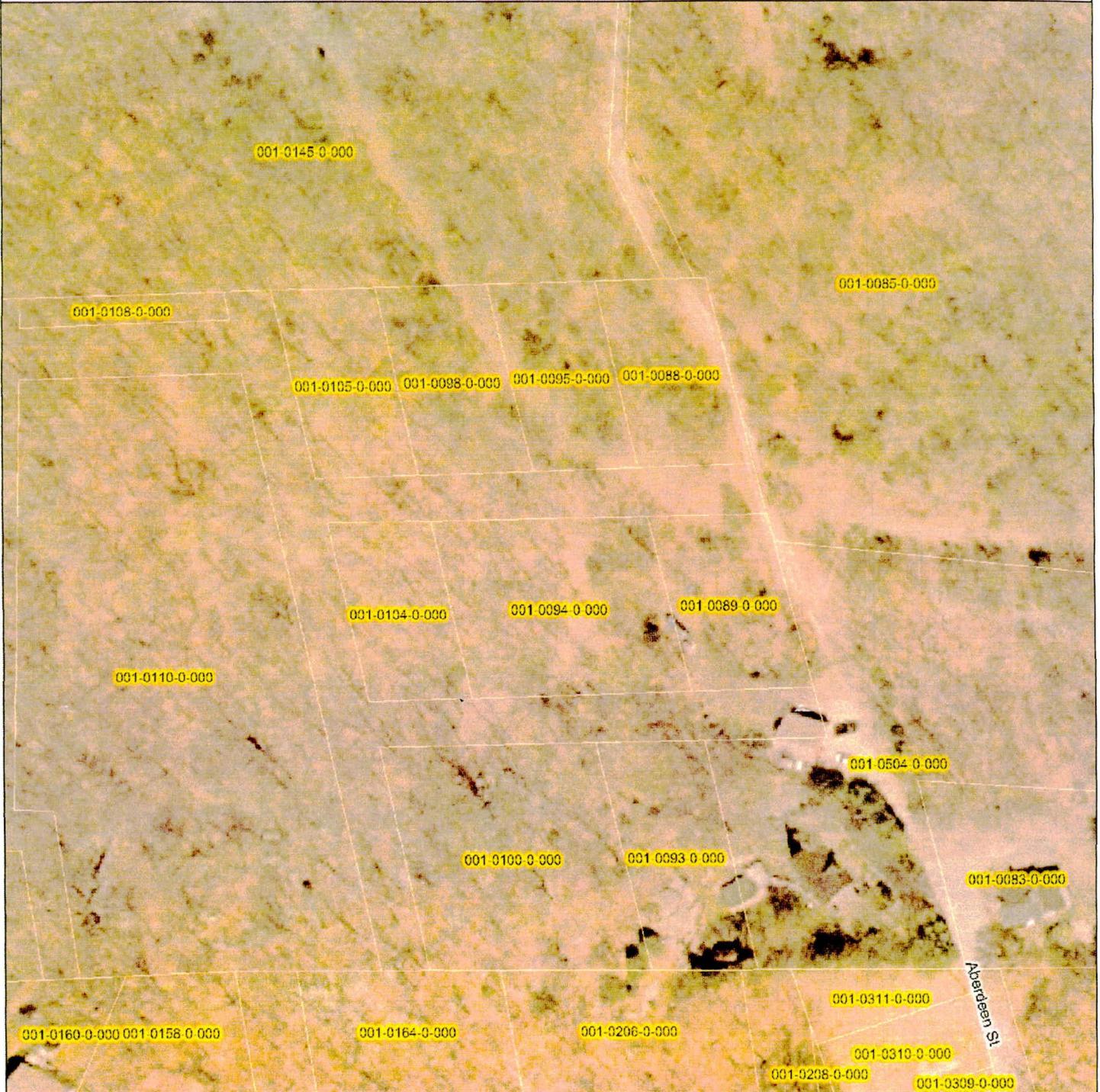
A handwritten signature in cursive script, appearing to read "Joseph A. Scemmill", is written over a solid horizontal line.

Notary Public:

My Commission Expires: 6-18-09

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# PWSB 78" Aqueduct Property West Warwick



-  RI Cities and Towns
-  Major Routes
-  Parcels
-  MA & CT Places
-  RI-MA-CT
-  Ocean & Bay



RIEDC Statewide Internet Map Server

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