

RESOLUTION OF THE CITY COUNCIL

Approved March 17, 1975

That the Mayor be, and he hereby is, authorized to execute a contract on behalf of the City of Providence with the Town of North Providence providing for the purchase of the water supply system of the Marienville section of North Providence as provided in the accompanying draft agreement attached hereto.

Ralph L. Lynch PRES.
Wm. H. H. H. H. CLERK

MAYOR

MAR 17 1975

THE COMMUNITARIAN

IN CITY COUNCIL
FEB 6 1975
FIRST READING
REFERRED TO COMMITTEE ON

FINANCE

Wm. L. B. B. B.
CLERK

Councilman Lynch,
Councilman Addison
and Councilman Jaran,
by request

THE COMMITTEE ON

FINANCE
Recommends

2.

Clerk

2/13/75

Re Continued

THE COMMITTEE ON
FINANCE

Approves Passage of
The Within Resolution

Wm. L. B. B. B.
CLERK
2/25/75

JAN 21 9 17 AM '75
DEPT. OF CITY CLERK
PROVIDENCE, R.I.

FILED

AGREEMENT

This AGREEMENT was made this day of December, A.D. 1974, by and between the TOWN OF NORTH PROVIDENCE, hereinafter referred to as NORTH PROVIDENCE, a municipal corporation in the State of Rhode Island, and the CITY OF PROVIDENCE, hereinafter referred to as PROVIDENCE, another municipal corporation in the State of Rhode Island.

WITNESSETH:

WHEREAS, NORTH PROVIDENCE has entered into an agreement with the City of Pawtucket to purchase various fixtures consisting of pipes, mains, valves, connections, hydrants, etc. in the MARIEVILLE section of NORTH PROVIDENCE, hereinafter referred to as the SYSTEM; and

WHEREAS, NORTH PROVIDENCE desires to sell said SYSTEM to PROVIDENCE and PROVIDENCE desires to buy said SYSTEM from NORTH PROVIDENCE: and

WHEREAS, NORTH PROVIDENCE desires that PROVIDENCE supply water to all the water users of NORTH PROVIDENCE, which are presently supplied water from the City of Pawtucket; and

WHEREAS, PROVIDENCE acting pursuant to the provisions of Chapter 1278 of the Public Laws of 1915, as amended, is desirous of supplying water to the said water users, who are presently supplied water from the City of Pawtucket; and

WHEREAS, the Water Supply Board of said PROVIDENCE is desirous and has elected to sell water directly to said water users in NORTH PROVIDENCE at retail; and

WHEREAS, PROVIDENCE is desirous of increasing its capacity at the LONG VUE RESERVOIR on Mineral Spring Avenue.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties mutually covenant and

agree as follows:

FIRST: AGREEMENT TO BUY. NORTH PROVIDENCE hereby agrees to complete its purchase from the City of Pawtucket in accordance with its agreement dated the 30th day of October, 1974, a copy of which is annexed hereto and incorporated by reference herein and made part hereof and marked "EXHIBIT I".

SECOND: AGREEMENT TO BUY AND SELL. NORTH PROVIDENCE hereby agrees to convey said SYSTEM to PROVIDENCE by a good and sufficient bargain and sale deed free of all encumbrances, and PROVIDENCE hereby agrees to purchase said SYSTEM from NORTH PROVIDENCE, upon the conveyance of said SYSTEM to NORTH PROVIDENCE by Pawtucket.

THIRD: CONSTRUCTION. NORTH PROVIDENCE agrees to construct at its own expense, a sixteen (16") inch Feeder Line from the said LONG VUE RESERVOIR owned by the said PROVIDENCE to the present SYSTEM at Charles Street AT ITS EXPENSE under the supervision of the Providence Water Supply Board, PROVIDED, the said Providence Water Supply Board shall furnish said supervision AT ITS OWN EXPENSE. NORTH PROVIDENCE shall be responsible for no other construction or expense. PROVIDENCE agrees to be responsible for all further construction including labor and materials, including and without limiting the generality of the foregoing, all looping, extension, and any other necessary construction work on the said SYSTEM.

FOURTH: PURCHASE PRICE. It is mutually agreed that the purchase price for the said SYSTEM is TWO HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED (\$247,500) DOLLARS, payable as follows:

A. The sum of TWENTY-FIVE THOUSAND (\$25,000) DOLLARS shall be paid by PROVIDENCE to NORTH PROVIDENCE on or before December 27, 1974.

B. The sum of TWENTY-FIVE THOUSAND (\$25,000) DOLLARS shall be paid by PROVIDENCE to NORTH PROVIDENCE upon completion

of the installation of the aforesaid sixteen (16") inch Feeder Line from the LONG VUE RESERVOIR to the SYSTEM at Charles Street.

C. The balance of ONE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED (\$197,500) DOLLARS shall be payable to NORTH PROVIDENCE by PROVIDENCE upon the delivery of a good and sufficient bargain and sale deed of the SYSTEM to PROVIDENCE by NORTH PROVIDENCE.

FIFTH: JURISDICTION. Upon the waiver of jurisdiction by Pawtucket to supply water to users in the MARIEVILLE section, NORTH PROVIDENCE hereby agrees that PROVIDENCE shall have the exclusive jurisdiction for furnishing and supplying water to said users in NORTH PROVIDENCE presently supplied water by Pawtucket.

SIXTH: EASEMENTS AND CONSENTS. NORTH PROVIDENCE hereby assigns to PROVIDENCE all of the perpetual easements granted to it by Pawtucket in the City of Pawtucket as enumerated in EXHIBIT B annexed to EXHIBIT I, attached hereto. NORTH PROVIDENCE also grants to PROVIDENCE perpetual easements in all of the public highways in the MARIEVILLE section of NORTH PROVIDENCE together with all present locations of the SYSTEM, for the laying of water pipes, mains, valves, connections, hydrants, extensions, etc., provided that PROVIDENCE shall first comply with the Public Laws of the State of Rhode Island, Chapter 1278, of 1915, as amended.

SEVENTH: METER READING. Upon the effective date of the changeover to Providence water, said Pawtucket has agreed to furnish final bills to the users of water in the MARIEVILLE section, and copies of said meter readings shall be furnished to NORTH PROVIDENCE by Pawtucket, as provided in Paragraph 12 in EXHIBIT I. NORTH PROVIDENCE agrees to furnish said copies of the final meter readings to PROVIDENCE (or copies thereof).

EIGHTH: LIABILITY. PROVIDENCE shall not be obligated to pay for repairs to highways or roads occasioned by it in the laying or repairing of water pipes or water mains, the costs thereof shall be born by NORTH PROVIDENCE. PROVIDENCE shall not be liable for damages or injuries occasioned by the laying or repairing of water pipes or water mains in the highways or roads, nor shall it be liable for the failure or negligence of NORTH PROVIDENCE to repair or maintain said highways or roads after the completion of any such work by PROVIDENCE, PROVIDED HOWEVER, PROVIDENCE shall give written notice to the Director of Public Works of NORTH PROVIDENCE not more than SIXTY (60) HOURS after completion of its work in a highway or road, setting forth the name of the highway and the location, where an opening had been made and work performed. PROVIDENCE shall not be liable for injuries or damages to third persons occasioned by the laying of water pipes or mains in the highways of NORTH PROVIDENCE in the said MARIEVILLE section.

NINTH: ASSESSMENTS. It is mutually agreed between the parties hereto that the total valuation of the land and buildings at the LONG VUE RESERVOIR assessed to the Providence Water Supply Board is TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY (\$214,980) DOLLARS and that said total valuations for the land and improvements, including any extensions of said RESERVOIR by PROVIDENCE in the future shall remain at its present total assessment of TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHTY (\$214,980) DOLLARS for a period of TEN (10) YEARS from the execution of this Agreement. It is a further condition of this Agreement that the Town Council of the Town of North Providence shall approve and ratify this Agreement pursuant to the General Laws of the State of Rhode Island 39-15-11.

TENTH: This Agreement shall be binding upon and

shall enure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said parties have respectively caused their corporate seals to be hereunto affixed and have caused these presents to be executed by JOSEPH E. DOORLEY, JR., the duly authorized Mayor of the City of Providence and SALVATORE MANCINI, the duly authorized Mayor of the Town of North Providence and ROBERT S. CIRESI, the Town Solicitor of the Town of North Providence and Margaret Stewart, Finance Director of the Town of North Providence on the day of the year first above written.

CITY OF PROVIDENCE

BY: _____
Mayor of the City of Providence

Approved as to legality and form:

City Solicitor, City of Providence

TOWN OF NORTH PROVIDENCE

BY: _____
Mayor of Town of North Providence

Approved as to legality and form:

City Solicitor for Town of North
Providence

Approved as to availability of funds:

Finance Director, Town of North
Providence

AGREEMENT

THIS AGREEMENT, made and entered into this *30th* day of *October*, 1974, by and between the City of Pawtucket, hereinafter referred to as PAWTUCKET, the Town of North Providence, hereinafter referred to as NORTH PROVIDENCE, said parties being municipal corporations of the State of Rhode Island,

W I T N E S S E T H :

WHEREAS, NORTH PROVIDENCE entered into a contract relative to water supply with PAWTUCKET, on August 2, 1909, for a term of fifteen (15) years; and

WHEREAS, said agreement was not renewed formally; and

WHEREAS, NORTH PROVIDENCE and PAWTUCKET have continued to operate under said agreement to the date of this agreement; and

WHEREAS, during the operation of said agreement, PAWTUCKET has installed various fixtures consisting of pipes, mains, valves, connections, hydrants, etc., in the Town of NORTH PROVIDENCE, hereinafter referred to as the SYSTEM; and

WHEREAS, NORTH PROVIDENCE desires to buy said SYSTEM from PAWTUCKET; and

WHEREAS, PAWTUCKET desires to sell said SYSTEM to NORTH PROVIDENCE; and

WHEREAS, NORTH PROVIDENCE has arranged for a source of water from the City of Providence for the users in NORTH PROVIDENCE; and

WHEREAS, the parties hereto contemplate that Pawtucket will supply the entire SYSTEM of NORTH PROVIDENCE until such time as the systems are completely separated.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto mutually agree as follows:

FIRST: Agreement to Buy and Sell. NORTH PROVIDENCE hereby agrees to purchase from PAWTUCKET, and PAWTUCKET agrees to sell to NORTH PROVIDENCE its entire SYSTEM situated in the Town of North Providence, with the exception of the mains, pipes, and valves in the streets enumerated in Exhibit A, to which PAWTUCKET shall retain ownership. —

SECOND: Purchase Price. It is mutually agreed that the purchase price for said SYSTEM is Four Hundred Ninety-five Thousand (\$495,000.00) Dollars, payable as follows:

- A. The sum of Fifty Thousand (\$50,000.00) Dollars shall be paid simultaneously with the execution of this Agreement.
- B. The sum of Fifty Thousand (\$50,000.00) Dollars shall be paid at the time a proposed sixteen (16) inch water main from Longue Vue Reservoir is connected to the present SYSTEM at Charles Street, or at the expiration of two years from the date hereof, whichever occurs first.
- C. The balance of Three Hundred Ninety-five Thousand (\$395,000.00) Dollars shall be paid when NORTH PROVIDENCE is furnished water by Providence via the above noted sixteen (16) inch water main, or two years from the date hereof, whichever is the first to occur, whereupon PAWTUCKET shall convey the SYSTEM to NORTH PROVIDENCE.

THIRD: Conveyance. Conveyance of said SYSTEM to NORTH PROVIDENCE by PAWTUCKET shall be by a good and sufficient Bargain and Sale Deed free of all encumbrances and maintained in

the customary manner until that date, in place.

FOURTH: Construction. PAWTUCKET recognizes that NORTH PROVIDENCE will necessarily be obliged to make connections looping, and other major changes to said SYSTEM in order to connect said SYSTEM to the water supply in the City of Providence. PAWTUCKET will continue to furnish and supply water to the entire NORTH PROVIDENCE SYSTEM during the period of said necessary construction.

FIFTH: Waiver of Jurisdiction. On receipt of the balance of the purchase price and the delivery of the deed, as herein provided, PAWTUCKET agrees to waive its co-exclusive jurisdiction granted to it by the General Assembly to its exclusive territory in the Town of North Providence. PAWTUCKET agrees that it will permit the City of Providence and/or North Providence, as determined by North Providence, to take over the exclusive jurisdiction and to furnish and supply water to the users in NORTH PROVIDENCE in its said territory.

SIXTH: Separation of the SYSTEM. NORTH PROVIDENCE shall notify PAWTUCKET forty-eight (48) hours in advance of the severance or change over of the SYSTEM and said severance or change over shall be supervised by the agents and/or servants of PAWTUCKET and NORTH PROVIDENCE, unless said notice is waived in a particular instance by PAWTUCKET. In the event that PAWTUCKET'S agents and/or servants fail to appear in accordance with said notice, then NORTH PROVIDENCE may proceed in the absence of said agents and/or servants of PAWTUCKET. It is the contemplation of the parties, that the severance and/or change over of the SYSTEM shall take place as nearly as possible to March 31, or at the end of each following three month period, for convenience in rendering final bills by PAWTUCKET.

SEVENTH: Cooperation. PAWTUCKET and NORTH PROVIDENCE agree to cooperate with one another in causing an orderly severance of the SYSTEM and change over from NORTH PROVIDENCE to the new supplier, and PAWTUCKET further agrees to cooperate by providing

its agents and servants in its behalf to install shutoff valves as necessary to separate the SYSTEM at the Town Line on its own SYSTEM where necessary, and generally to carry out such other reasonable requests with respect to its own SYSTEM as are made by NORTH PROVIDENCE.

EIGHTH: Retention of Users. NORTH PROVIDENCE and PAWTUCKET recognize that the SYSTEM as it exists on the territorial boundary line between said municipalities will present special problems whereby the cooperation of NORTH PROVIDENCE and PAWTUCKET will become necessary. It is contemplated by the parties that no person in either community shall be deprived of water until a complete change over is affected and a conveyance of the SYSTEM. It is agreed that NORTH PROVIDENCE shall retain ownership of the connections to Lots numbered 232, 241 and 244 on Assessor's Plat 60B, in Pawtucket.

NINTH: Mutual Easements. PAWTUCKET and NORTH PROVIDENCE each agree to give the other, or its Assigns, perpetual easements in the streets of said respective municipality in order to install or maintain its SYSTEM on such streets on or near the NORTH PROVIDENCE-PAWTUCKET boundary line, where it will become necessary to maintain or install pipes, mains, valves, connections, etc., to serve its own users, Provided:

- (a) Twenty-four (24) hours notice shall be given to the other before a street is torn, unless there is an emergency in which event notice may be given after the fact.
- (b) The cost of any excavation shall be at the expense of the user of the easement.
- (c) The risk of damages or injuries to third parties shall also be at the expense of the user of the easement.

(d) After the exercise of the easement, the streets shall be repaired at the expense of the user and left in reasonably the same condition as it was prior to the said exercise of the easement.

(e) NORTH PROVIDENCE hereby gives a perpetual easement to PAWTUCKET in such streets as are enumerated in Schedule C, attached hereto, reasonably necessary; without limiting the generality of the foregoing, PAWTUCKET hereby gives NORTH PROVIDENCE a perpetual easement in such streets enumerated in Exhibit B, attached hereto, where reasonably necessary.

TENTH: Dismissal of Suit. NORTH PROVIDENCE hereby agrees to dismiss with prejudice the suit pending in the Superior Court docketed as Civil Action No. 70-2366 forthwith upon execution of this Agreement.

ELEVENTH: Meters. PAWTUCKET represents to NORTH PROVIDENCE that all meters of users on the SYSTEM are owned by said users.

TWELFTH: Meter Reading. Upon the effective date of the severance or change over, PAWTUCKET shall cause a meter reading to be made of users affected by such severance or change over within five (5) working days of said request, which said reading shall serve as the final reading to PAWTUCKET and a copy of each said meter reading shall be furnished by PAWTUCKET to NORTH PROVIDENCE. PAWTUCKET will then issue final bills based on said meter readings to each said user. NORTH PROVIDENCE hereby guarantees the payment to PAWTUCKET of each said final bill as rendered for a period not exceeding one year and PAWTUCKET shall assign to NORTH PROVIDENCE such claims as are paid pursuant to this paragraph by NORTH PROVIDENCE.

THIRTEENTH: Interim Maintenance. Until such time as the

SYSTEM is conveyed and the final severance or change over is effected, PAWTUCKET agrees to continue customary maintenance to maintain the SYSTEM and to exercise the hydrants routinely at its own expense.

FOURTEENTH: Interim Extensions. If any extensions of the SYSTEM are requested after the date of the execution of this Agreement, NORTH PROVIDENCE shall first be consulted and shall have the final judgment as to whether or not said system shall be extended, and if said SYSTEM in fact extended, NORTH PROVIDENCE shall guarantee the cost thereof to PAWTUCKET.

FIFTEENTH: Notice. NORTH PROVIDENCE agrees to give PAWTUCKET forty-eight (48) hours notice when its construction work is completed and ready to change over, whereupon all parties shall take all necessary steps to cooperate in effecting said change over in an orderly manner. Notices required to be given by this Agreement by the parties shall be deemed given to such parties, if given in writing by Certified Mail, Return Receipt Requested, or by messenger addressed as follows:

(a) to PAWTUCKET, c/o Chairman of Pawtucket Water Supply Board, Armistice Boulevard, Pawtucket, Rhode Island;

(b) to NORTH PROVIDENCE, c/o Mayor of North Providence, Mayor's Office, 11 George Street, North Providence Rhode Island.

SIXTEENTH: This Agreement shall inure to the benefit of the respective parties hereto and their successors and assigns forever.

IN WITNESS WHEREOF, said parties have respectively caused their corporate seals to be hereunto affixed and have caused these presents to be signed by Dennis M. Lynch, the duly authorized Mayor of the City of Pawtucket, and by Salvatore Mancini, the duly authorized Mayor of the Town of North Providence, on the day of year first above written.

CITY OF PAWTUCKET

by Rennie M. Lynch
Mayor of the City of Pawtucket

Approved as to legality and form:

Wm. Kando
City Solicitor, City of Pawtucket

TOWN OF NORTH PROVIDENCE

by Salvatore Ammirati
Mayor of Town of North Providence

Approved as to legality and form:

Robert A. Pirone
Town Solicitor Town of North Providence

Approved as to availability of funds:

Margaret Stewart
Town Treasurer - Town of North
Providence

EXHIBIT A

PORTIONS OF THE SYSTEM IN NORTH PROVIDENCE WHICH WILL REMAIN THE
PROPERTY OF PAWTUCKET

End of line of Martha Street and valve
End of line of Oakdale Avenue and valve
End of line of Dorman Avenue
End of line of Oriole Avenue and valve
Finch Avenue from Stedman Avenue to Dorman Avenue
Valve on Mineral Spring Avenue
Valve on Vincent Avenue
Dorman Avenue from Finch Avenue to Mineral Spring Avenue
Anderton Avenue from Stedman Avenue to Dorman Avenue
Atwood Avenue from volve to Dorman Avenue
End of line together with valve on Grosvenor Avenue and Sando
Street
End of line and valve on Windmill and Gorizia Streets
End of line and valve on Terrace Avenue

EXHIBIT B

NORTH PROVIDENCE EASEMENTS IN PAWTUCKET

Martha Street
Chandler Street
McCallum Avenue
Francis Avenue
Oakdale Avenue
Dorman Avenue
Finch Avenue
Stedman Avenue
Anderton Avenue
Dora Street
Vincent Avenue
Urban Avenue
Sando Street
Oliver Street
Jane Street
Windmill Street
Caroville Street
Piave Street
Monte Carmele Street
Trieste Street
Atwood Avenue
Mineral Spring Avenue
Grosvenor Avenue
Canete Street

EXHIBIT C

PAWTUCKET EASEMENTS IN NORTH PROVIDENCE

Martha Street
Chandler Street
McCallum Avenue
Francis Avenue
Oakdale Avenue
Dorman Avenue
Anderton Avenue
Atwood Avenue
Mineral Spring Avenue
Dora Street
Sando Street
Grosvenor Avenue
Windmill Street
Trieste Street
Oriole Street

McGEE, GIFFORD, FARRELLY & KEOUGH

ATTORNEYS AT LAW

944 HOWARD BUILDING

PROVIDENCE, RHODE ISLAND 02903

FRANK J. MCGEE
SETH K. GIFFORD
THOMAS F. FARRELLY
JOSEPH A. KEOUGH
ROBERT J. PACI
JOHN P. DRISCOLL

MILDRED W. TRACEY

521-9200
(AREA CODE 401)

SAMUEL W. WEINTRAUB
OF COUNSEL
831-1600

January 20, 1975

Providence City Council
c/o Vincent Vespia
City Clerk
City Hall
Providence, RI 02903

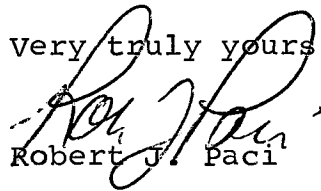
Re: Water Supply Board

Gentlemen:

I have been authorized by the Providence Water Supply Board to request you to authorize the Mayor to enter into an agreement with the Town of North Providence purchasing the Water System in the Marieville section of North Providence, R. I.

I enclose a copy of said agreement for your review.

Very truly yours,



Robert J. Paci

RJP*sac

cc: Robert Haxton
Robert Lynch

McGEE, GIFFORD, FARRELLY & KEOUGH

ATTORNEYS AT LAW

944 HOWARD BUILDING

PROVIDENCE, RHODE ISLAND 02903

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THOMAS F. FARRELLY
JOSEPH A. KEOUGH
ROBERT J. PACI
JOHN P. DRISCOLL

MILDRED W. TRACEY

521-9200
(AREA CODE 401)

SAMUEL W. WEINTRAUB
OF COUNSEL
831-1600

February 3, 1975

Providence City Council
c/o Mr. Vincent Vespia
City Clerk
City Hall
Providence, RI 02903

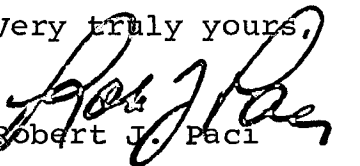
Re: Water Supply Board

Gentlemen:

Per mine of January 20, 1975, I enclose an authorization letter from the City of Pawtucket Water Supply Board to be attached to the agreement I sent to you.

Please advise me as to the disposition of this matter in order that I may report to the Board.

Very truly yours,


Robert J. Paci

RJP*sac

cc: Hon. Robert Haxton
Hon. Robert Lynch



CITY OF PAWTUCKET

RHODE ISLAND 02860

WATER SUPPLY BOARD

Public Works Center
250 Armistice Boulevard

ROBERT K. WHITE
CHIEF ENGINEER

DENNIS M. LYNCH
MAYOR

January 27, 1975

Michael A. Abatuno, Esq.
Attorney - Marienville Water Commission
506 Industrial Bank Building
Providence, Rhode Island

Re: Agreement Authorizing the Sale of the
Pawtucket Water System Located in
North Providence to North Providence

Dear Mr. Abatuno:

During your phone conversation with Mr. Robert K. White, Chief Engineer of the Water Supply Board, on January 24, 1975 you requested clarification of an item included in exhibit A of referenced agreement. Specifically, this item is "Dorman Avenue from Finch Avenue to Mineral Spring Avenue". You further indicated that inclusion of this portion of the system in exhibit A will interfere with the transfer of the total Marienville system from North Providence to the Providence Water Supply Board.

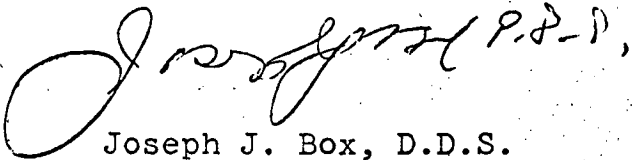
As you recall, this item was included in the agreement as a result of meetings held between your office, representatives of MacLellan & Dormer, and Mr. White and Mr. Matthew Cunningham, representing our office. During these discussions it was revealed that a new 12 inch line would be installed on Dorman Avenue and the existing line abandoned prior to the severing of the two systems. Under these circumstances, then, it appeared in the best interest of Pawtucket and of no damage to North Providence to continue utilization of the existing line on Dorman Avenue from Mineral Spring Avenue to Finch Avenue as well as the short extensions on Atwood Avenue, Anderton Avenue and Finch Avenue as part of the Pawtucket system. In view of the fact that it is not now the intention of North Providence to install a parallel line on Dorman Avenue, it would be in the best

Michael A. Abatuno, Esq.
January 27, 1975
Page Two

~~interest of North Providence to retain said sections.~~

The Water Supply Board interposes no objection to the retention of these lines by North Providence under the aforementioned circumstances.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Joseph J. Box", with a large, stylized initial "J" and a flourish at the end.

Joseph J. Box, D.D.S.
Chairman

~~Pawtucket Water Supply Board~~

cc: Mr. Moses Kando, City Solicitor