

RESOLUTION OF THE CITY COUNCIL

No. 455

Approved June 16, 2003

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant a non-exclusive sub-surface easement below Harris Avenue and Kinsley Avenue in the City of Providence to Verizon New England Inc., d/b/a Verizon Rhode Island (Verizon). Said easement shall be granted specifically upon the following provisions:

1. Said easement shall be utilized only for the installation and maintenance of underground conduit and two new manholes under and on Harris Avenue and Kinsley Avenue to serve the Jefferson Place Condominiums. Said easement shall not exceed the area of approximately four thousand one hundred fourteen square feet, as delineated on the accompanying map marked as Exhibit A.

2. Said easement shall be deemed to run with the land and shall operate against any successors in title and the easement or a memorandum of same shall be recorded in the Office of Land Records for the City of Providence.

3. Said easement shall be subject to a right of reverter/right of reversion in the event that the situs of the easement is no longer utilized for the aforesated purposes.

4. The Assistant Director for Project Management and Construction has valued the easement at \$14,399.00 in legal tender of the United States of America. However, since Verizon has appealed the assessment of such charges to the Rhode Island Public Utilities Commission, the Director of Public Works may issue the permit, subject only to the payment of a \$75.00 fee by Verizon, pending the resolution of the Public Utilities Commission appeal.

5. Any breakout necessary for installation and/or repair or replacement shall be resurfaced/rehabilitated to the approval of the Director of the Department of Public Works.

6. Any installation of utilities or utility lines shall be underground so as to preserve the public right-of-way.

7. Any installation of electrical mechanisms shall be to the approval of the Director of the Department of Inspections & Standards.

IN CITY COUNCIL
SEP 19 2002
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS
Michael R. Donohue
Clerk

THE COMMITTEE ON
Public Works
Recommendation - So Continued
John M. Hagg
Clerk
10-17-02

THE COMMITTEE ON
Public Works
Recommendation - So Continued
John M. Hagg
Clerk
11-7-02

8. Petitioner shall ascertain that construction results in no adverse impact on any existing utility company and shall ensure the continued integrity of those existing structures.

9. Verizon shall execute an indemnification and hold-harmless agreement with the City of Providence. Said agreement shall be approved by the Department of Law of the City of Providence.

10. Verizon recognizes the applicability of Sections 23-107, 23-108 and 23-190 of the Code of Ordinances which read as follows:

23-107. Indemnity of city against claims arising out of electrical installations. No right of any person to maintain, use or operate any poles, wires, cables, conduits, ducts, pipes, manholes, handholes, or other appliances or appurtenances in any street or other traveled way in the city, shall be in preference or hindrance of public work in the city, and should any of the same in any way interfere with the construction, alteration or repair of any public work in, under, or over any such street or way, whether done by the city directly or by any contractor for the city, such person shall at his own expense protect, alter or move any of the same so interfering to some other location, or discontinue the use and operation thereof for the time being, as directed by the director of public works, without the city being liable for any damages suffered by such person thereby. The City shall notify such person not fewer than ninety (90) days prior to such public work, which will interfere with any of the same or the use or operation thereof. In case such person shall fail to comply with any such direction of said director, the city may protect, alter or move the same, and recover the cost thereof from such person.

23-108. Precedence of wires, apparatus of city signal service. The wires, poles, posts, structures and supports of the telephone, fire alarm and police signal service maintained by the city shall at all times take precedence and right-of-way as to all other wires, poles, posts, structures and supports maintained or erected in the city; and no lineman or other person, either in erecting wires, poles, posts, structures or supports in any way whatsoever shall interfere with, or disturb, disarrange or change any wires maintained by the city, or any appurtenance thereof; and in every instance of removal of any of said wires, poles, posts, structures or supports for the accommodation of any other corporation or party, or to place the same beyond danger from the electric current of any other corporation or party, the expense incident to said removal shall be paid immediately by such other corporation or party.

23-109. Indemnity of city against claims arising out of electrical installation.

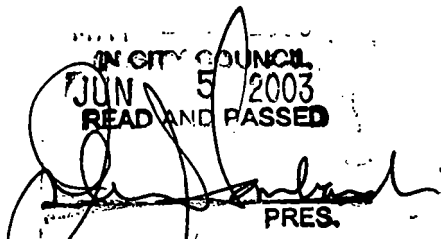
Every person erecting, maintaining or using electric wires or poles, fixture or structures, for the support or conducting of the same shall indemnify and save harmless the city, its officers, agents and servants, from and against all lawful claims and demands for injuries to persons or property occasioned by the existence of such poles, wires, fixtures or structures or the transmission of electric current by means thereof or by the digging up, opening or keeping open of any street, highway, traveled way, public place or part thereof, which shall be or has been opened for the purpose of installing, constructing or repairing any underground conduit, duct, structure, appliance or

appurtenance by or for such person, or by any failure of such person to restore and keep in sound and safe condition for the required time any ground opened or dug up in the prosecution of any of its work in any street, way or place. The city, city council, or the officers, agents or servants of the city, exercising the rights, powers or permission, and subject to the restrictions, respectively given and reserved herein shall not be held liable by such person or corporation on account thereof, or by reason of any injury or damage caused thereby.

and Verizon, for itself and its successors, agrees to comply with the same.

11. Verizon shall repave all excavated roadways in accordance with relevant ordinances, industry standards and to the reasonable satisfaction of the Director of Public Works and Verizon, its successors and assigns, shall guarantee the fitness of said repairing and shall make, at its own cost, all necessary modifications, alterations and repairs to said repaving for a period of not fewer than five (5) years.

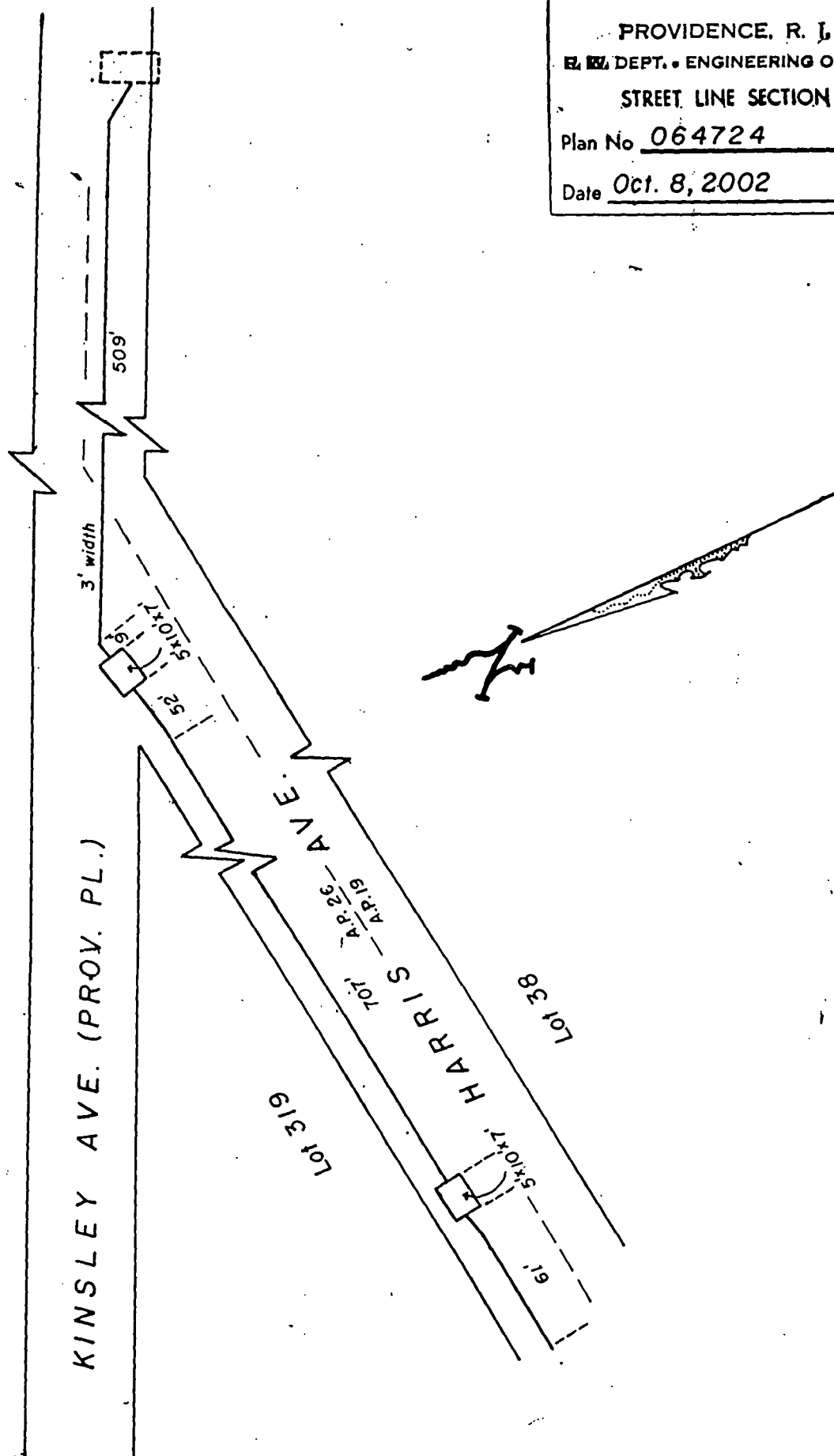
12. Such other terms and conditions as may be reflected in the record and minutes of the City Council Committee on Public Works and/or as may be deemed appropriate by the Mayor or the Department of Law.

IN CITY COUNCIL
JUN 5 2003
READ AND PASSED

PRES.
Michael B. Clement
CLERK *CB*

APPROVED

MAYOR 6/16/03

PROVIDENCE, R. I.
 E. E. DEPT. - ENGINEERING OFFICE
 STREET LINE SECTION
 Plan No 064724
 Date Oct. 8, 2002



NOTES: Plan showing proposed easement on behalf of Verizon, to lay telephone conduit and place two (2) new manholes under and on Harris Ave. and Kinsley Ave. to Providence Place.

Length = 1,338' Width = 3'
 2 Manholes = 100 square ft.
 Total square footage = 4,114'

CITY OF PROVIDENCE, R. I.
 Public Works Dept. - Engineering Office
 Showing proposed easement on Harris at Kinsley Ave.
 Drawn by A. Zisades Checked by _____
 Scale No Scale Date 10-8-2002
 Correct James A. Marini Associate Engr.
 Approved Melvin Superior CHIEF ENGINEER

Lot numbers taken from A.P. 19 & 26.

TILLINGHAST LIGHT PERKINS SMITH & COHEN, LLP

Attorneys At Law

PETER J. McGINN

DIRECT DIAL 401.456.1234

E-MAIL pmcginn@tlslaw.com

TEN WEYBOSSET STREET

PROVIDENCE, RI 02903-2818

401.456.1200

FAX 401.456.1210

WEB SITE www.tlslaw.com

PROVIDENCE / BOSTON / WASHINGTON, DC

PETITION TO THE CITY COUNCIL

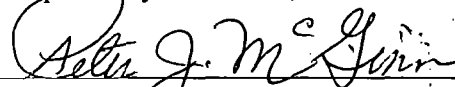
TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned

Verizon New England Inc., d/b/a Verizon Rhode Island ("Verizon"), a public utility in this State, respectfully petitions your honorable body as follows:

1. Verizon seeks approval to lay telephone conduit and place two new manholes under and on Harris Avenue and Kingsley Avenue to Providence Place, all as set forth on the attached application for a permit.
2. Verizon represents that it will comply with all ordinances and regulations of the City for excavation of or work on streets of the City with the sole exception of applying for an easement or lease from the City for the laying of such conduit.
3. As to the issue of purchasing an easement or permanent lease from the City, counsel for Verizon and counsel for the City ("the City Law Department") have met and disagree as to whether it is necessary under applicable statutory and case law for Verizon to purchase a lease or an easement from the City to lay conduit under a City street. The City Law Department believes that such purchase is necessary. Verizon takes the position that as the telecommunications public utility of last resort in the State, it has received specific statutory authority from the Rhode Island General Assembly "to lay its wires and cables under such public roads, streets or highways" in the State and that case law in this State gives Verizon such a right.
4. Verizon agrees that it will cooperate with the City Law Department to have the issue of Verizon's legal entitlement to an easement in the City streets determined by a judicial and/or quasi judicial body, as appropriate, in the State and pending such determination it shall not prejudice the City's claim to require Verizon to purchase or lease an easement as to this Petition or grant of authority.

Respectfully submitted,



Peter J. McGinn (#1178)

Attorney for Verizon New England Inc.
d/b/a Verizon Rhode Island

Tillinghast Licht Perkins Smith & Cohen, LLP
10 Weybosset Street
Providence, Rhode Island 02903
Telephone No.: (401) 456-1200
Facsimile No.: (401) 456-1210

IN CITY CLERK
SEP 19 2002
FIRST
Richard X. Clement

From The Clerk's Desk

THE COMMITTEE ON
Public Works
Recomm. *unanimous* - *Be Antenna 2*
Ann M. Stetson
10-17-02 CLERK

THE COMMITTEE ON
Public Works
Recomm. *unanimous* - *Approved*
Ann M. Stetson
11-7-02 CLERK

YAA CKL

CITY OF PROVIDENCE
DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION
700 ALLENS AVENUE, PROVIDENCE, RI 02905 467-7950
FILE COPY

A&E	
DEGRADATION	(/SF)
SF	\$
TOTAL: \$	

ENGINEERING OFFICE
APPLICATION FOR PERMIT

PERMIT NO. _____

DATE July 19, 2002

The undersigned requests permission to proposed excavation to place approximately 1270' of
conduit from existing MH A9 3/4 and place two new manholes MH-H1 and MH-H2 as shown
on attached plans. (Street Name & Address)

LOCATION Harris Ave @ Kingsley Ave to Providence Place
(Be Specific)

FOR THE PURPOSE OF providing service to new 330 unit condo's "Jefferson at Providence
Place" (Be Specific)

(TB 1270'Lx36"Wx38"D) and relocate fire alarm service for City.

ALL WORK TO BEGIN: upon approval
(Date)

ALL WORK TO BE COMPLETED _____
(Date)

NOTE I. The undersigned agrees to comply with all conditions stated on the face, reverse side, and / or attached to permit, if granted, and further agrees to pay any and all costs arising in the issuance of said permit or exercising of work performed under this permit, if granted. All work performed under permit shall be subject to the direction and supervision of the Engineering Division with methods prescribed by the Department of Public Works.

NOTE II. Accompanying this application shall be a plan or sketch in triplicate, showing all work contemplated. Plan shall show specific locations and dimensions (to scale) so they can be easily located and investigated.

NOTE III. Upon affixing signature to this application, the Permittee agrees, as a condition governing the issuance of permit, to indemnify the City of Providence, its officers, agents, servants, and employees against all claims, suits, costs, losses and expenses that may in any manner result or arise out of the exercising of said permit.

FEES: _____ DATE REC'D _____
VERIZON Mary C. Hanley (Name Of Applicant) Mary C. Hanley (Signed By)
Manager - Right of Way 85 High St., Pawtucket, RI 02860 (P.O. Address)
(Title)

Date: Field Inspection, Eng. Off. for Approval

Note: Conditions -- Engineering Office

NOTE: See Reverse Side For Additional Comments.

City Engineer -- D.P.W.

WHITE -- ENGINEER	YELLOW -- FILE COPY	PINK -- APPLICANT
-------------------	---------------------	-------------------

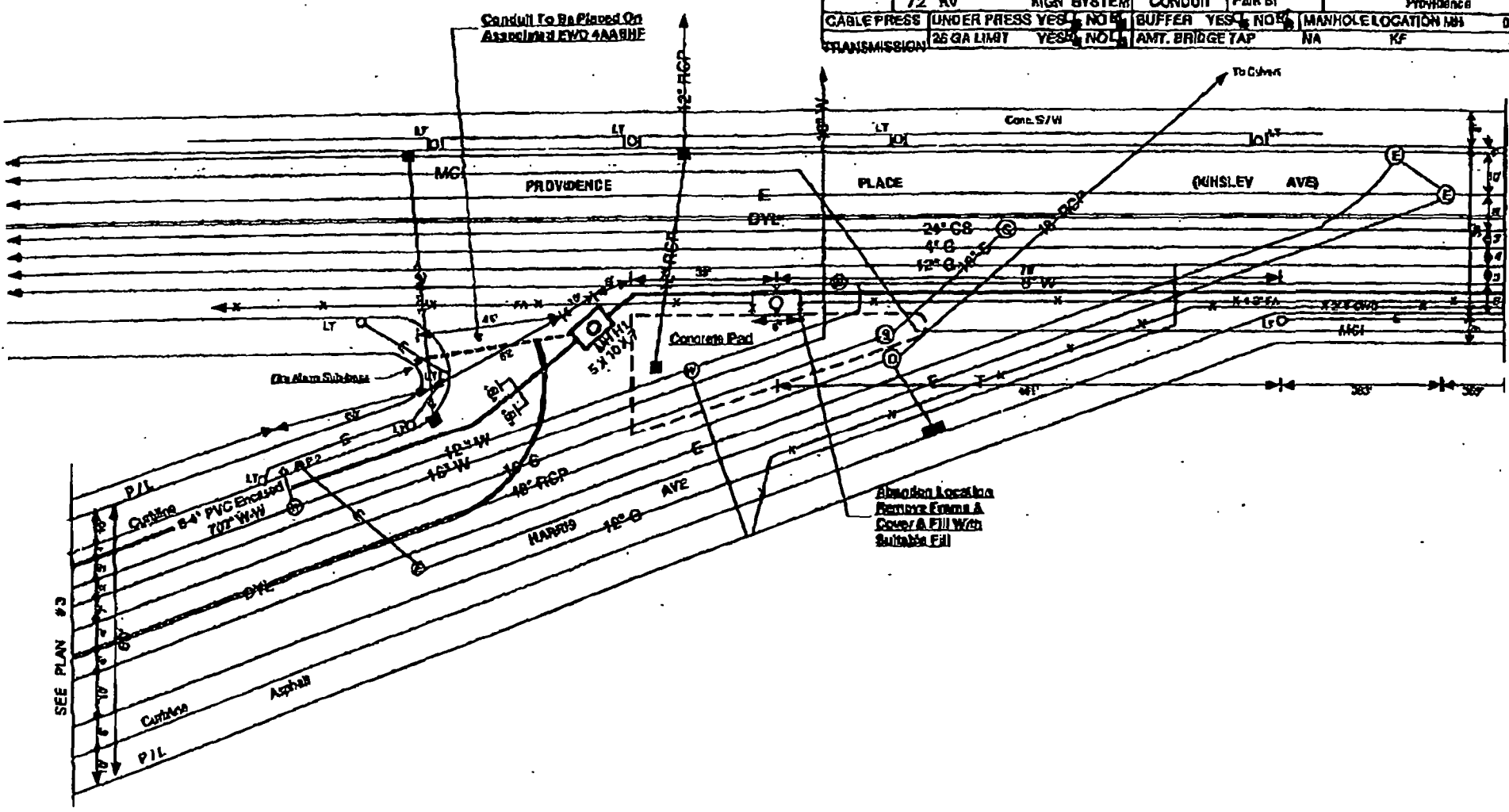
P.03
P.03
Veri on
rk Order Plan

401 351 9418 TO 4561210
725 7888 IU 3519418

AUG 14 '02 11:46 FR EXT-AFRS
JUL 30 2002 09:33 FR REIMBURSABLES

TMU	CD Code	LW Distance
Yes No	Yes No	Yes No
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

Heavy traffic, site under construction		PREPARED BY: Lou Goodrich	
SIGNATURE: 7/10/02		C.O./EXCHANGE NAME: Wash St	
DATE: 7/10/02	TYPE: AERIAL	RECORD REF:	C.O./EXCHANGE CODE: 3111
PRECT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	UNDERGROUND BLOCK (NYT)		MUNICIPALITY: Providence
PRIMARY VOLTAGE TO GROUND: 72 KV	CONDUIT	Park St	MANHOLE LOCATION NH: 0
72 KV	UNDER PRESS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	CONDUIT	AMT. BRIDGE TAP: NA
CABLE PRESS	25 GA LIMIT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	UNDER PRESS YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	AMT. BRIDGE TAP: NA
TRANSMISSION			



SEE PLAN 81

P.04
P.04
401 351 9418 TO 4561210
140 1000 10 JUL 19410
AUG 14 '02 11:45 FR EXT-AFRS
JUL 30 2004 09:33 FR REJUBURSHOLES

vari on
Isak Order Plan

CONSTRUCTION NOTES

Fire Alarm To Remove Active Cable and abandon duct run & manhole prior to start of construction. Contact Frank Duffy one week prior to construction start (Ref Plan #1 & #2).

Frank Duffy Contact # 401 274-1150.

Reference EWD 4AABHF for additional conduit placement

Fire Alarm & 2" CWD Telephone conduits can be removed on Kinaley Ave beyond gas control vaults as required to make room for new aplay (Ref. Plan #1).

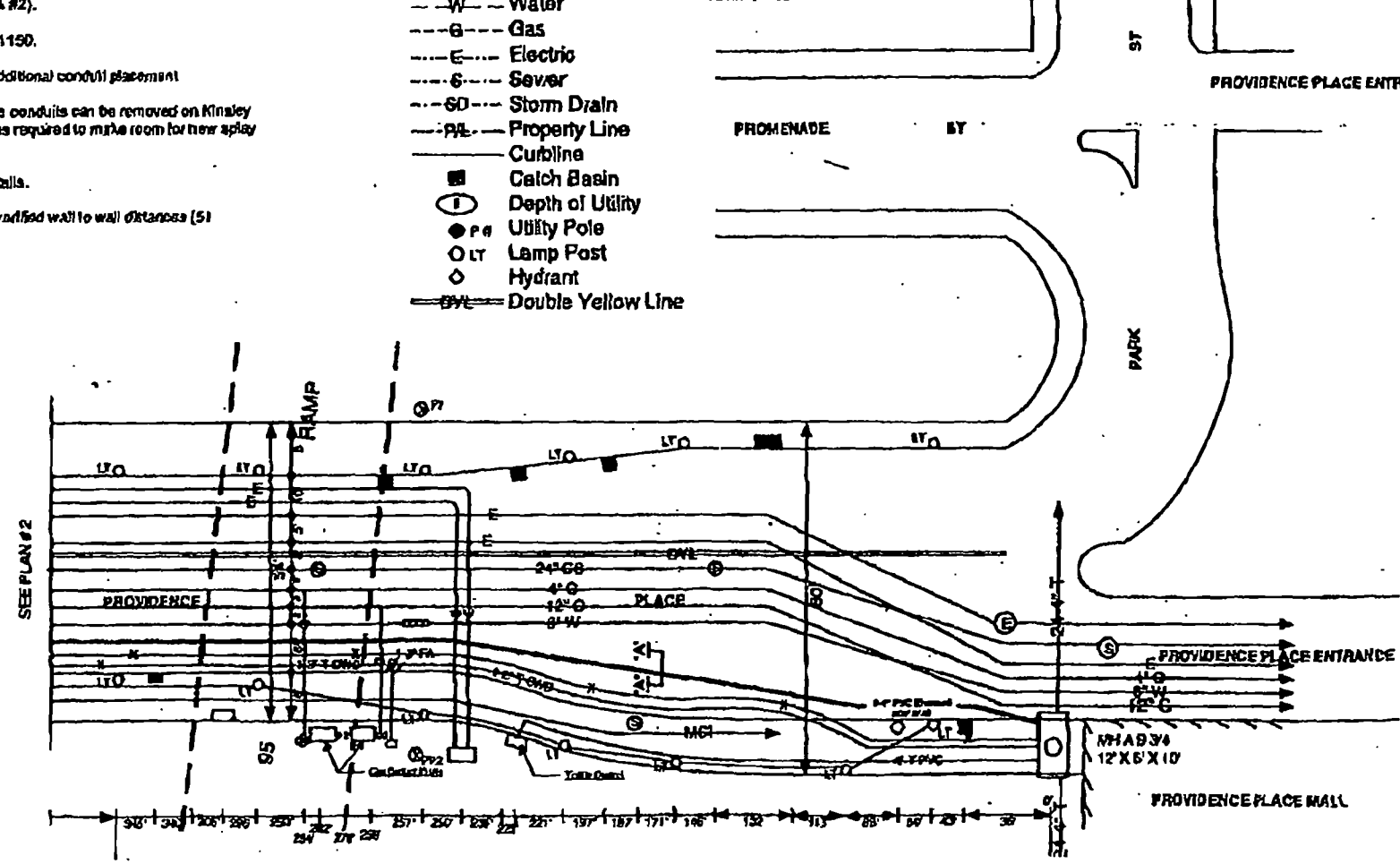
See Plan #4 for Restoration Details.

CWI to forward to Engineering verified wall to wall Distances (51 Form) ASAP.

T&U	CQ Code	LW Distances
Yes No	Yes No	Yes No
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

- KEY:**
- Proposed Conduit
 - MCI 4" Conduit
 - FA Fire Alarm
 - T Telephone
 - W Water
 - G Gas
 - E Electric
 - S Sewer
 - SD Storm Drain
 - PL Property Line
 - Curblina
 - Catch Basin
 - ① Depth of Utility
 - P# Utility Pole
 - LT Lamp Post
 - Hydrant
 - DYL Double Yellow Line

Heavy traffic, site under construction		PREPARED BY: Lou Giodich	
SIGNATURE: 7/10/02		C. O./EXCHANGE NAME: Wash SI	
DATE: 7/10/02	TYPE: AERIAL	RECORD REF:	C. O./EXCHANGE CODE: 3111
PRECT YES NO	UNDERGROUND	BLOCK (NYT)	MUNICIPALITY: Providence
PRIMARY VOLTAGE TO GROUND: 72 KV	CONDUIT	CONDUIT	MANHOLE LOCATION MH: 0
CABLE PRESS UNDER PRESS YES NO	26 GA LIMIT YES NO	AMT. BRIDGE TAP: NA	KF
TRANSMISSION			



P.05
P.03

401 351 9418 TO 4561210
725 7680 10 3519418

AUG 14 '02 11:47 FR EXT-AFRS
JUL 30 2002 05:34 FR KEIMBUKSHABLES

verion
Work Order Plan

IMU	CU CODE	LTV UNLANCE
Yes No	Yes No	Yes No
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>



Heavy traffic, site under construction

SIGNATURE:

7/10/02

DATE:

PREF CT YES NO

PRIMARY VOLTAGE TO GROUND

72 KV MGN SYSTEM

CABLE PRESS

UNDER PRESS YES NO

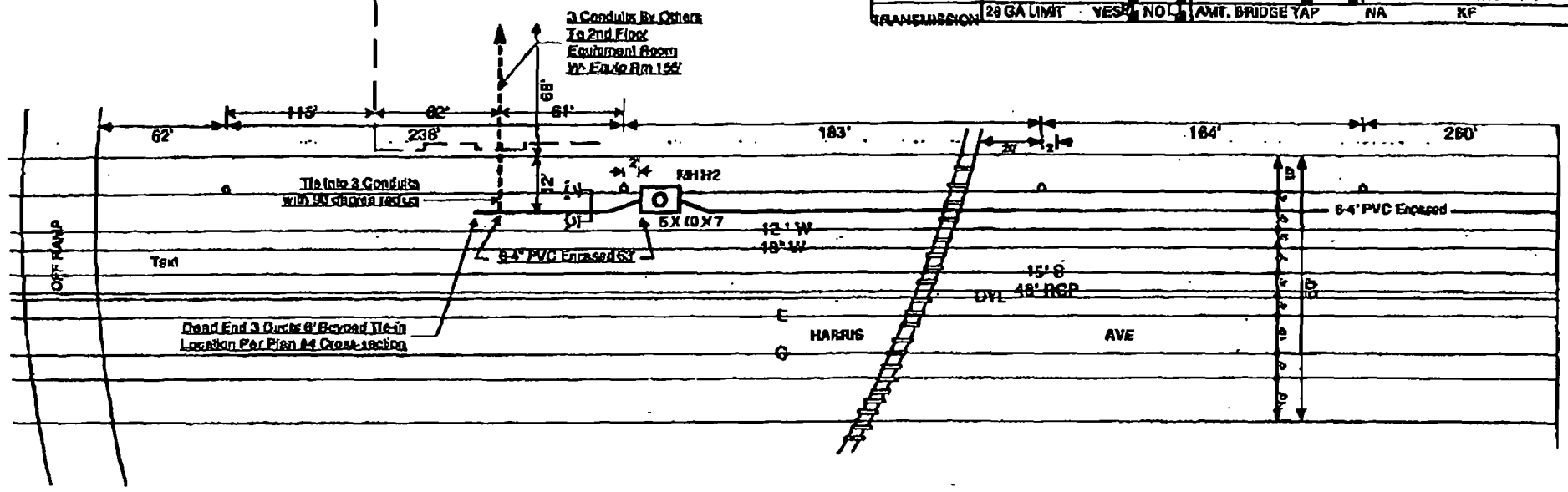
TRANSMISSION

28 GA LIMIT YES NO

PREPARED BY:		Leo Goodrich
C. D. EXCHANGE NAME:		Wash St
C. D. EXCHANGE CODE:		3111
MUNICIPALITY:		Providence
MANHOLE LOCATION MH		0
AMT. BRIDGE TAP		NA
KF		

JEFFERSON
AT PROVIDENCE PLACE

3 Conduits By Others
To 2nd Floor
Equipment Room
W/ Equip Rm 152



SEE PLAN # 2

7071-
FROM
MH #1
MH #2

RESOLUTION OF THE CITY COUNCIL

No. 455

Approved June 16, 2003

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant a non-exclusive sub-surface easement below Harris Avenue and Kinsley Avenue in the City of Providence to Verizon New England Inc., d/b/a Verizon Rhode Island (Verizon). Said easement shall be granted specifically upon the following provisions:

1. Said easement shall be utilized only for the installation and maintenance of underground conduit and two new manholes under and on Harris Avenue and Kinsley Avenue to serve the Jefferson Place Condominiums. Said easement shall not exceed the area of approximately four thousand one hundred fourteen square feet, as delineated on the accompanying map marked as Exhibit A.

2. Said easement shall be deemed to run with the land and shall operate against any successors in title and the easement or a memorandum of same shall be recorded in the Office of Land Records for the City of Providence.

3. Said easement shall be subject to a right of reverter/right of reversion in the event that the situs of the easement is no longer utilized for the aforesated purposes.

4. The Assistant Director for Project Management and Construction has valued the easement at \$14,399.00 in legal tender of the United States of America. However, since Verizon has appealed the assessment of such charges to the Rhode Island Public Utilities Commission, the Director of Public Works may issue the permit, subject only to the payment of a \$75.00 fee by Verizon, pending the resolution of the Public Utilities Commission appeal.

5. Any breakout necessary for installation and/or repair or replacement shall be resurfaced/rehabilitated to the approval of the Director of the Department of Public Works.

6. Any installation of utilities or utility lines shall be underground so as to preserve the public right-of-way.

7. Any installation of electrical mechanisms shall be to the approval of the Director of the Department of Inspections & Standards.

8. Petitioner shall ascertain that construction results in no adverse impact on any existing utility company and shall ensure the continued integrity of those existing structures.

9. Verizon shall execute an indemnification and hold-harmless agreement with the City of Providence. Said agreement shall be approved by the Department of Law of the City of Providence.

10. Verizon recognizes the applicability of Sections 23-107, 23-108 and 23-190 of the Code of Ordinances which read as follows:

23-107. Indemnity of city against claims arising out of electrical installations. No right of any person to maintain, use or operate any poles, wires, cables, conduits, ducts, pipes, manholes, handholes, or other appliances or appurtenances in any street or other traveled way in the city, shall be in preference or hindrance of public work in the city, and should any of the same in any way interfere with the construction, alteration or repair of any public work in, under, or over any such street or way, whether done by the city directly or by any contractor for the city, such person shall at his own expense protect, alter or move any of the same so interfering to some other location, or discontinue the use and operation thereof for the time being, as directed by the director of public works, without the city being liable for any damages suffered by such person thereby. The City shall notify such person not fewer than ninety (90) days prior to such public work, which will interfere with any of the same or the use or operation thereof. In case such person shall fail to comply with any such direction of said director, the city may protect, alter or move the same, and recover the cost thereof from such person.

23-108. Precedence of wires, apparatus of city signal service. The wires, poles, posts, structures and supports of the telephone, fire alarm and police signal service maintained by the city shall at all times take precedence and right-of-way as to all other wires, poles, posts, structures and supports maintained or erected in the city; and no lineman or other person, either in erecting wires, poles, posts, structures or supports in any way whatsoever shall interfere with, or disturb, disarrange or change any wires maintained by the city, or any appurtenance thereof; and in every instance of removal of any of said wires, poles, posts, structures or supports for the accommodation of any other corporation or party, or to place the same beyond danger from the electric current of any other corporation or party, the expense incident to said removal shall be paid immediately by such other corporation or party.

23-109. Indemnity of city against claims arising out of electrical installation.

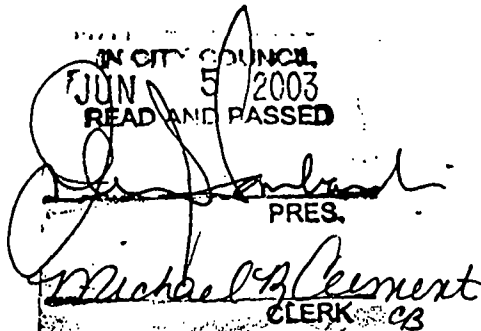
Every person erecting, maintaining or using electric wires or poles, fixture or structures, for the support or conducting of the same shall indemnify and save harmless the city, its officers, agents and servants, from and against all lawful claims and demands for injuries to persons or property occasioned by the existence of such poles, wires, fixtures or structures or the transmission of electric current by means thereof or by the digging up, opening or keeping open of any street, highway, traveled way, public place or part thereof, which shall be or has been opened for the purpose of installing, constructing or repairing any underground conduit, duct, structure, appliance or

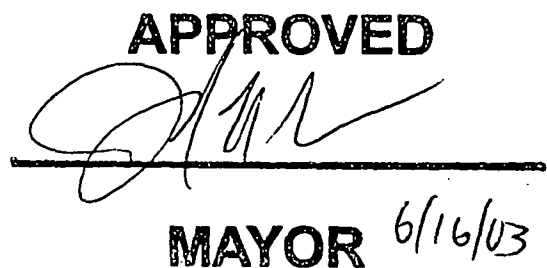
appurtenance by or for such person, or by any failure of such person to restore and keep in sound and safe condition for the required time any ground opened or dug up in the prosecution of any of its work in any street, way or place. The city, city council, or the officers, agents or servants of the city, exercising the rights, powers or permission, and subject to the restrictions, respectively given and reserved herein shall not be held liable by such person or corporation on account thereof, or by reason of any injury or damage caused thereby.

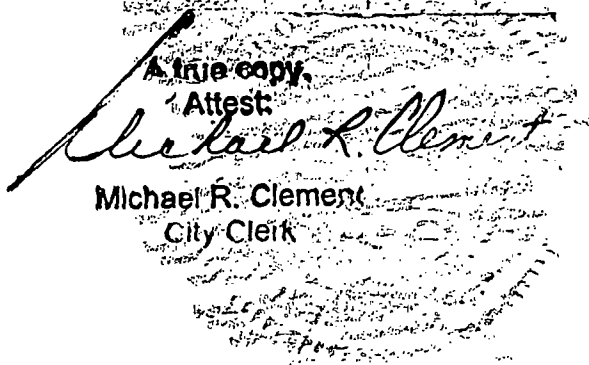
and Verizon, for itself and its successors, agrees to comply with the same.

11. Verizon shall repave all excavated roadways in accordance with relevant ordinances, industry standards and to the reasonable satisfaction of the Director of Public Works and Verizon, its successors and assigns, shall guarantee the fitness of said repairing and shall make, at its own cost, all necessary modifications, alterations and repairs to said repaving for a period of not fewer than five (5) years.

12. Such other terms and conditions as may be reflected in the record and minutes of the City Council Committee on Public Works and/or as may be deemed appropriate by the Mayor or the Department of Law.

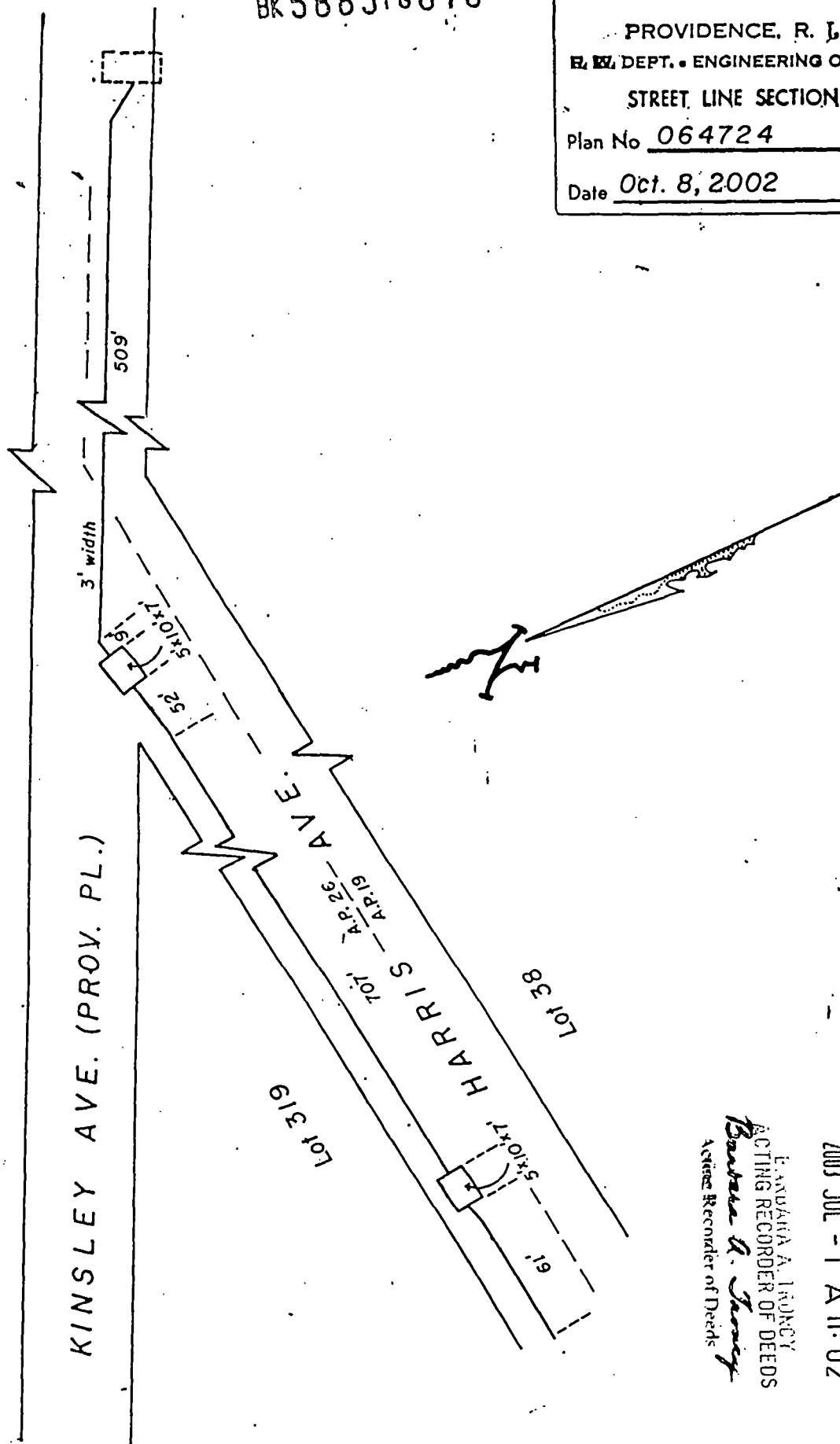
IN CITY COUNCIL
JUN 5 2003
READ AND PASSED

PRES.
Michael R. Clement
CLERK CB

APPROVED

MAYOR 6/16/03

A true copy,
Attest:

Michael R. Clement
City Clerk

BK5885PG070

PROVIDENCE, R. I.
 R. I. DEPT. - ENGINEERING OFFICE
 STREET LINE SECTION
 Plan No 064724
 Date Oct. 8, 2002



PROVIDENCE, RI
 RECEIVED FOR RECORD
 2003 JUL -7 A 11:02
 LANDARIA A. LINDOY
 ACTING RECORDER OF DEEDS
Bonnie A. Jancy
 Acting Recorder of Deeds

NOTES: Plan showing proposed easement on behalf of Verizon, to lay telephone conduit and place two (2) new manholes under and on Harris Ave. and Kinsley Ave. to Providence Place.

Length = 1,338' Width = 3'
 2 Manholes = 100 square ft.
 Total square footage = 4,114'

CITY OF PROVIDENCE, R. I.
 Public Works Dept. - Engineering Office
 Showing proposed easement on Harris at Kinsley Ave.
 Drawn by A. Zisiodes Checked by _____
 Scale No Scale Date 10-8-2002
 Correct James A. Morris Associate Engr.
 Approved Milman Engel
 CHIEF ENGINEER

Lot numbers taken from A.P. 19 & 26.

5885 / 67-20

C

PROVIDENCE, RI
RECEIVED FOR RECORD

2003 JUL -7 A 11: 02

LANDING AGENCY
ACTING RECORDER OF DEEDS

51054