

# RESOLUTION OF THE CITY COUNCIL

No. 48

*Approved* February 12, 2001

WHEREAS, the City of Providence is the owner of certain rights of assessment over privately owned real estate abutting the Providence Hurricane Barrier; and

WHEREAS, U.S. Gen New England, Inc. ("U.S. Gen.") is the owner in fee of the real estate subservient to the assessment; and

WHEREAS, under the terms of said assessment, U.S. Gen. may utilize the easement area provided that said use does not interfere with the integrity of the Hurricane Barrier; and

WHEREAS U.S. Gen. seeks to relocate utility lines, including oil, water and electric lines over and through said easement; and

WHEREAS, based upon the information supplied to the Council Committee on Public Works, the Department of Public Works and the United States Army Corps of Engineers, it does not appear that the proposed construction will adversely impact upon the Hurricane Barrier;

NOW THEREFORE BE IT RESOLVED that His Honor the Mayor is authorized to enter into an agreement permitting U.S. Gen. to relocate utility lines over and through the Providence Hurricane Barrier, so-called, provided however:

(a) U.S. Gen. shall undertake all construction consistent with the plans submitted to the Council Committee on Public Works except to the extent those plans may be modified by the Department of Inspection and Standards, the Department of Public Works and the U.S. Corps of Army Engineers. Such plans are attached hereto as Exhibit "A."

(b) U.S. Gen. shall at all times maintain an insurance policy or a statement of self-insurance in an amount of not less than two million dollar (\$2,000,000.00) with "the City of Providence, its agents, successors, employees and assigns" as additional named insureds.

(c) U.S. Gen. shall execute, in a form satisfactory the City Solicitor, an indemnification and hold harmless agreement protecting the City of Providence, its

IN CITY COUNCIL  
SEP 7 2000  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS  
*Michael Clement* Clerk

THE COMMITTEE ON  
*Public Works*  
Recommends *Continued*  
*Claire Bestard*  
Nov 21, 2000 Clerk

THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolution  
*Claire Bestard*  
Jan 23, 2001 Clerk

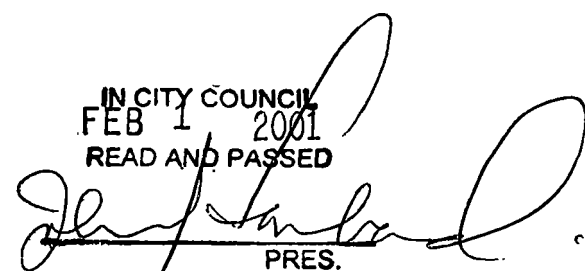


agents, successors, employees and assigns, from any claim or demand arising out of the design, construction, maintenance or existence of said utility crossing.

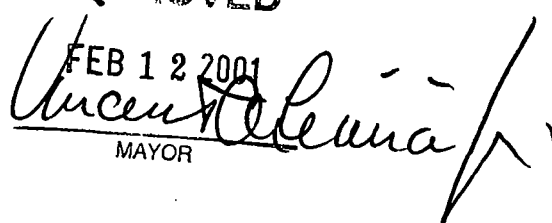
(d) The utility lines will be replaced so as to minimize its intrusion over and through the city's easement;

(e) the distribution line will in no other way affect the City's easement nor will it adversely impact on the operation and access to the Providence Hurricane Barrier;

\*(f) U.S. Gen. shall, at its sole cost, disassemble and remove existing utility lines.

2. U.S. Gen. by undertaking construction pursuant to this Resolution, agrees it is restricted in any such construction to such conditions as may have been imposed by this Resolution and the City Council, or may be imposed by His Honor, the Mayor; and the Department of Law.

IN CITY COUNCIL  
FEB 1 2001  
READ AND PASSED  
  
PRES.  
  
CLERK  


APPROVED  
FEB 12 2001  
  
MAYOR

KNOW ALL MEN BY THESE PRESENTS

That WHEREAS governmental authorities contemplate the construction of a dam or barrier to control or prevent the flow of the tidewaters of Narragansett Bay into the Providence River, which dam or barrier will be located in part on land on both sides of said River and in part in the River itself, all as more particularly shown on and provided for in U. S. Army Engineer Division, New England, Corps of Engineers, February 1961, (a) Drawing No. FP1-1152 entitled "Fox Point Hurricane Barrier, General Plan and Vicinity Map", (b) Plans & Specifications entitled "Hurricane Protection Project, Specifications for the Construction of Cooling Water Canal, Fox Point Barrier, Providence, Rhode Island" dated 13 October 1960, Serial No. Civ. Eng. 19-016-61-10, and (c) "Hurricane Protection Project Specifications for Construction of Barrier and Appurtenant Structures, Fox Point Hurricane Barrier Providence River Providence, Rhode Island" dated 21 February 1961, Serial No. Civ. Eng. 19-016-61-23, Volumes I - III inclusive, to which reference is hereby made and which are hereby incorporated herein by reference to the same effect as if the same were attached hereto and made a part hereof; and

WHEREAS that portion of said dam or barrier located in the Providence River abuts land owned by The Narragansett Electric Company; and other portions of said dam or barrier will be located on, over and across land of said Company;

NOW, THEREFORE, THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island corporation (hereinafter called the Company), insofar as it lawfully may, for and in consideration of the covenants and agreements to be paid, kept and performed by the City of Providence, a municipal corporation situated in Providence County, Rhode Island (hereinafter called the City), as herein set



forth and as set forth in a certain Agreement by and between the parties hereto, of even date herewith, and of One Dollar and other valuable consideration, does hereby grant unto the CITY OF PROVIDENCE, its successors and assigns, the right and easement to construct, maintain and operate said dam or barrier hereinabove described and referred to in the Providence River and on, over and across land of the Company bounded and described as follows:

That certain parcel of land situated on Allens Avenue, Crary Street, Globe Street and an unnamed street or way in the City of Providence, State of Rhode Island, and bounded and described as follows:

Beginning at the southwesterly corner of the area herein described, said corner being in the easterly line of Allens Avenue and at the northwesterly corner of land now or formerly of Viaduct Realty Company, said corner being two hundred twenty-nine and eighty-two hundredths (229.82) feet distant northerly from the northeast corner of Henderson Street and Allens Avenue as measured along said easterly line of Allens Avenue;

thence North 18° 22' 02" West along said easterly line of Allens Avenue, a distance of two hundred sixty-four and ninety-one hundredths (264.91) feet to a point in said easterly line of Allens Avenue;

thence turning an interior angle of 90° 00' 00" counterclockwise and running North 71° 37' 58" East through land now or formerly of The Narragansett Electric Company a distance of twenty-nine and seventy-five hundredths (29.75) feet to an angle point;

thence turning an interior angle of 233° 38' 53" counterclockwise and running North 17° 59' 05" East a distance of one hundred sixty-two and five hundredths (162.05) feet to a point in the southerly line of land now or formerly of Dan Griggs and wife Yvonne E. (Joint tenants);

thence turning an interior angle of 110° 25' 07" counterclockwise and running North 87° 33' 58" East, bounded northerly by said Griggs land a distance of fifty-one and eighteen hundredths (51.18) feet to the southeast corner of said Griggs land;

thence turning an interior angle of 285° 56' 00" counterclockwise and running North 18° 22' 02" West bounded westerly by said Griggs land a distance of sixty-two and forty hundredths (62.40) feet to a point in the southerly line of Crary Street, said point being one hundred eighty-two and no hundredths (182.00) feet distant easterly from the southeast corner of Crary Street and Allens Avenue as measured along said southerly line of Crary Street;

thence turning an interior angle of 74° 04' 00" counterclockwise and running North 87° 33' 58" East along said southerly line of Crary Street a distance of eighty and forty-five hundredths (80.45) feet to a point in the easterly line of an unnamed street;

thence turning an interior angle of 269° 17' 05" counterclockwise and running North 01° 43' 07" West along said easterly line of unnamed street

a distance of two hundred forty and eighty-four hundredths (240.84) feet to a point in the northerly line of Globe Street;

thence turning an interior angle of  $270^{\circ} 42' 55''$  counterclockwise and running South  $87^{\circ} 33' 58''$  West along said northerly line of Globe Street a distance of forty and twelve hundredths (40.12) feet to another point in said northerly line of Globe Street;

thence turning an interior angle of  $66^{\circ} 27' 49''$  counterclockwise and running North  $21^{\circ} 06' 09''$  East again through land of said Narragansett Electric Company a distance of ninety-six and ninety-two hundredths (96.92) feet to an angle point;

thence turning an interior angle of  $139^{\circ} 42' 40''$  counterclockwise and running North  $61^{\circ} 23' 29''$  East a distance of five hundred eighty and no hundredths (580.00) feet to a point in the face of the caplog of a wharf on the Providence River;

thence turning an interior angle of  $85^{\circ} 00' 13''$  counterclockwise and running South  $23^{\circ} 36' 44''$  East a distance of thirty and seven hundredths (30.07) feet to another point in said face of said caplog;

thence turning an interior angle of  $94^{\circ} 59' 47''$  counterclockwise and running South  $61^{\circ} 23' 29''$  West a distance of seventy-six and forty-seven hundredths (76.47) feet to an angle point;

thence turning an interior angle of  $265^{\circ} 00' 03''$  counterclockwise and running South  $23^{\circ} 36' 34''$  East a distance of sixty-two and ninety-two hundredths (62.92) feet to another angle point;

thence turning an interior angle of  $270^{\circ} 00' 00''$  counterclockwise and running North  $66^{\circ} 23' 26''$  East a distance of thirty-four and no hundredths (34.00) feet to another angle point;

thence turning an interior angle of  $270^{\circ} 00' 00''$  counterclockwise and running North  $23^{\circ} 36' 34''$  West a distance of fifteen and no hundredths (15.00) feet to another angle point;

thence turning an interior angle of  $90^{\circ} 00' 00''$  counterclockwise and running North  $66^{\circ} 23' 26''$  East a distance of forty-two and nineteen hundredths (42.19) feet to another point in said face of said caplog;

thence turning an interior angle of  $90^{\circ} 00' 10''$  counterclockwise and running South  $23^{\circ} 36' 44''$  East a distance of one hundred and forty hundredths (100.40) feet to another point in said face of said caplog;

thence turning an interior angle of  $89^{\circ} 11' 56''$  counterclockwise and running South  $67^{\circ} 11' 20''$  West a distance of four hundred thirty and thirty-eight hundredths (430.38) feet to a point of curvature;

thence generally southwesterly following the arc of a curve having a radius of one hundred forty and no hundredths (140.00) feet and subtended by a central angle of forty-nine degrees, twelve minutes and fifteen seconds ( $49^{\circ} 12' 15''$ ) an arc distance of one hundred twenty and twenty-two hundredths (120.22) feet to a point of tangency;

thence running South  $17^{\circ} 59' 05''$  West a distance of forty-five and fifty-eight hundredths (45.58) feet to a point on the face of a concrete retaining wall;

thence generally southerly along said face of said concrete wall following the arc of a curve having a radius of one hundred thirty and ninety-seven hundredths (130.97) feet and subtended by a central angle of forty-seven degrees

twenty-two minutes and thirty-six seconds ( $47^{\circ} 22' 36''$ ) an arc distance of one hundred eight and thirty hundredths (108.30) feet to another point on said concrete wall;

thence running South  $17^{\circ} 59' 05''$  West a distance of two hundred fifty-nine and twenty-four hundredths (259.24) feet to an angle point;

thence turning an interior angle of  $216^{\circ} 29' 55''$  counterclockwise and running South  $18^{\circ} 30' 50''$  East a distance of two hundred eighty-two and ten hundredths (282.10) feet to a point in the northerly line of said Viaduct Realty Company land;

thence turning an interior angle of  $74^{\circ} 07' 12''$  counterclockwise and running South  $87^{\circ} 21' 58''$  West bounded southerly by said Viaduct Realty Company land a distance of one hundred sixty-four and ninety-five hundredths (164.95) feet to the place and point of beginning - containing one hundred seventy-four thousand eight hundred seventy-four (174,874) square feet or 4.02 acres of land, the last mentioned course making an interior angle of  $105^{\circ} 44' 00''$  turned counterclockwise with said easterly line of Allens Avenue;

together with the right, during the construction of said dam or barrier to use those portions of land of the Company within the work area limits shown on Drawing No. FPl-1173, entitled "Fox Point Hurricane Barrier, Engineering Site Plan No. 2, West Dike Plan" (Contractor's Area) and such other portions of the Company's land as may from time to time be mutually agreed upon, such rights to cease and terminate upon the completion of the construction of said dam or barrier.

EXCEPTING AND RESERVING, however, unto the Company, its successors and assigns:

- 1 - The right and privilege to pass and repass with vehicles or otherwise across and through said dam or barrier at the locations indicated on the Plans and Specifications hereinbefore referred to;
- 2 - The right to construct, maintain and operate over, above and across said dam or barrier, including intake channel and structure, such wires, cables, conveyor belts and other equipment or facilities as may be necessary or proper in connection with the operation of the electric generating stations of the Company in the City of Providence and the

Company's business of generating, transmitting and distributing electric energy;

3 - The right to construct, maintain and operate in, through and under said dam or barrier, including intake channel and structures, such cables, conduits, pipes and other facilities as the Company may deem necessary or proper in connection with the operation of its electric generating stations in the City of Providence and its business of generating, transmitting and distributing electric energy;

4 - The right to modify, enlarge or alter the intake channel and structures and facilities connected therewith to provide for a greater capacity of water in said intake channel.

The exercise of the rights and privileges excepted and reserved under 1, 2, 3 and 4 shall at all times be subject to such rules and regulations as may be prescribed by the Secretary of the Army or by his legally authorized representatives; and provided, however, that except in cases of emergency, before any work in connection with the construction, replacement or major alteration under any of the rights and privileges hereinabove excepted and reserved is begun, the Company shall submit unto the City and the Division Engineer of the local Division of the U. S. Department of the Army, plans, drawings and specifications giving full and complete information and data with respect to the same; which plans, drawings and specifications shall be approved by the City and the Department of the Army before any work in connection with the construction thereof shall be commenced, and no substantial modifications or changes in said plans, drawings and specifications shall be made unless the same are approved by the City and the Department of the Army, which approval herein provided for shall not be unreasonably withheld. No installations under any of the foregoing rights and

privileges, nor work done in connection with such installations, shall in any way adversely affect or impair the capabilities of said dam or barrier to perform its designed functions. In cases of emergency, the Company will immediately notify the City and the Division Engineer as to the nature of the emergency and the work being done in connection therewith.

TO HAVE AND TO HOLD the rights herein conveyed unto the CITY OF PROVIDENCE, its successors and assigns, subject, however, to the following terms and restrictions, namely:

(a) Said dam or barrier shall be located, constructed, maintained and operated in accordance with the Plans and Specifications hereinbefore referred to and the operating procedures to be established at or prior to the time said dam or barrier is placed in operation;

(b) The cooling water intake channel and facilities connected therewith, as indicated on said Plans and Specifications, shall be constructed as part of said project;

(c) Said cooling water intake structure and facilities connected therewith will be maintained in good working condition at all times and the same will be operated in accordance with the operating procedures to be established and in such manner that it will continuously supply cooling water for the operation of the Company's electric generating stations to the full capabilities of the intake channel and facilities connected therewith in the dam or barrier, as the same may exist from time to time, unless such operation is made impossible by act of God.

(d) The dam or barrier and all facilities connected therewith, including the gates and pump sections, will be maintained in good working condition

and, except under hurricane or flood conditions will be operated in accordance with such portions of the operating procedure to be established according to regulations prescribed by the Secretary of the Army, which relate to or affect the operation of the Company's facilities.

(e) The construction of the project will be carried out with a minimum of interference with the operation of the generating stations of the Company and with its transmitting and distributing facilities.

(f) Any and all dredging made necessary during the construction of said project shall be done in accordance with the Plans and Specifications and further, at such times and in such manner that a minimum of disturbed organic matter and sulphides will be carried into the cooling or condensing systems of the Company's facilities for generating electricity.

Failure to observe or perform any or all of the terms and restrictions under (a) through (f) hereinabove set forth, or any of the obligations imposed herein, shall not constitute a forfeiture of the rights and easements hereby conveyed to said City.

By the acceptance hereof and as part consideration for the within conveyance, the City covenants and agrees with the Company:

(A) That the City will be bound by, observe and perform any and all of the terms, provisions and restrictions contained herein;

(B) That before any work or construction under any of the rights and easements herein set forth and conveyed to the City is begun on the Company's land or in the Providence River, the City shall give due notice in writing to the Company of its intention to do such work, which notice shall include the Plans and Specifications hereinbefore referred to and such other

drawings as may be necessary to give full and complete information and data with respect to the same. Plans and Specifications shall be so written as to prescribe coordination by the Contractor in the execution of his work with the operations of the Company. No material or substantial modifications or changes in said Plans and Specifications and other drawings shall be made without prior notice to the Company and receipt of comments from the Company, which comments shall be promptly furnished. Written notice of all other changes in said Plans and Specifications and other drawings shall be given to the Company;

(C) That during the construction of the proposed project and of any facilities connected therewith, measures will be taken to protect facilities of the Company from damage and in the event that damage to the Company's facilities does occur by reason of failure to comply with the requirements of the Plans and Specifications hereinbefore referred to, the City will cause any and all such damage to be repaired promptly at no expense to the Company;

(D) That the City will indemnify, hold and save harmless the Company, its successors and assigns, of and from any and all loss, cost, damage or expense of whatever kind or nature and against any and all claims, demands, liabilities or suits of any kind or nature whatsoever, including those for property damage or personal injury or death, that may arise from or be caused by the improper or negligent construction, maintenance and operation of the dam or barrier and any appurtenances connected therewith; provided, however, that the provisions of this paragraph shall not be applicable to any loss, cost, damage or expense which results from or is attributable to hurricanes

or extreme flood conditions.

And Rhode Island Hospital Trust Company, a corporation located and doing business in said City of Providence, trustee named in that certain indenture of mortgage dated as of September 1, 1944, the First Supplement thereto dated as of May 1, 1948, the Second Supplement thereto dated as of March 1, 1952, the Third Supplement thereto dated as of March 1, 1953, and the Fourth Supplement thereto dated as of March 1, 1956, which mortgage and supplemental indentures are recorded in the Office of the Recorder of Deeds in said City of Providence, in Book 781 at page 1, Book 852 at page 94, Book 931 at page 289, Book 947 at page 265, and Book 999 at page 188, respectively, whereby said The Narragansett Electric Company conveyed all its property, including the aforescribed property, to said Rhode Island Hospital Trust Company, as trustee for the benefit under certain conditions of the holders of certain bonds therein described, for the consideration aforesaid does hereby release the right and easement hereinbefore described from the lien of said indenture and supplements thereto and does hereby remise, release and forever quitclaim unto the City of Providence, its successors and assigns, all its right, title and interest as such trustee in and to the right and easement hereinbefore described.

IN WITNESS WHEREOF, THE NARRAGANSETT ELECTRIC COMPANY has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Edward J. Kelley, its Vice President and by George F. Ringler, its Treasurer, and RHODE ISLAND HOSPITAL TRUST COMPANY has caused its corporate seal to be hereto affixed and these presents to be signed in its behalf by J. L. Daniels its Trust Officer



all being thereunto duly authorized, this 10th day of April, 1961.

Charles A. Lombardi  
as to EJK & GFR

THE NARRAGANSETT ELECTRIC COMPANY

By /s/ Edward J. Kelley

Vice President

(Seal)

Attest:

And by /s/ George F. Ringler

Treasurer

/s/ T. Dexter Clarke

Secretary

RHODE ISLAND HOSPITAL TRUST COMPANY, TRUSTEE

Attest:

By /s/ J. L. Daniels

Trust Officer

(Seal)

/s/ Ralph H. Taylor

Asst. Secretary

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE :

ss.

CITY OF PROVIDENCE :

At Providence, in said County, on this 10th day of April, 1961, before me personally appeared the above named Edward J. Kelley and George F. Ringler, both to me known and known by me, to be the parties executing in their capacities as Vice President and Treasurer, respectively, for and on behalf of The Narragansett Electric Company, a corporation, the foregoing instrument and acknowledged said instrument by them so executed to be their free and voluntary act and deed and the free and voluntary act and deed of The Narragansett Electric Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 10th day of April, 1961.

/s/ Charles A. Lombardi

Notary Public

(Seal)

My commission expires June 30, 1961

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE :

ss

CITY OF PROVIDENCE :

At Providence, in said County, on this 10th day of April, 1961, before me personally appeared the above named J. L. Daniels to me known and known by me to be the party executing in his capacity of Trust Officer for and on behalf of Rhode Island Hospital Trust Company, a corporation, the foregoing instrument and acknowledged said instrument by him so executed to be his free and voluntary act and deed and the free and voluntary act and deed of Rhode Island Hospital Trust Company, a corporation, as trustee as aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 10th day of April, 1961.

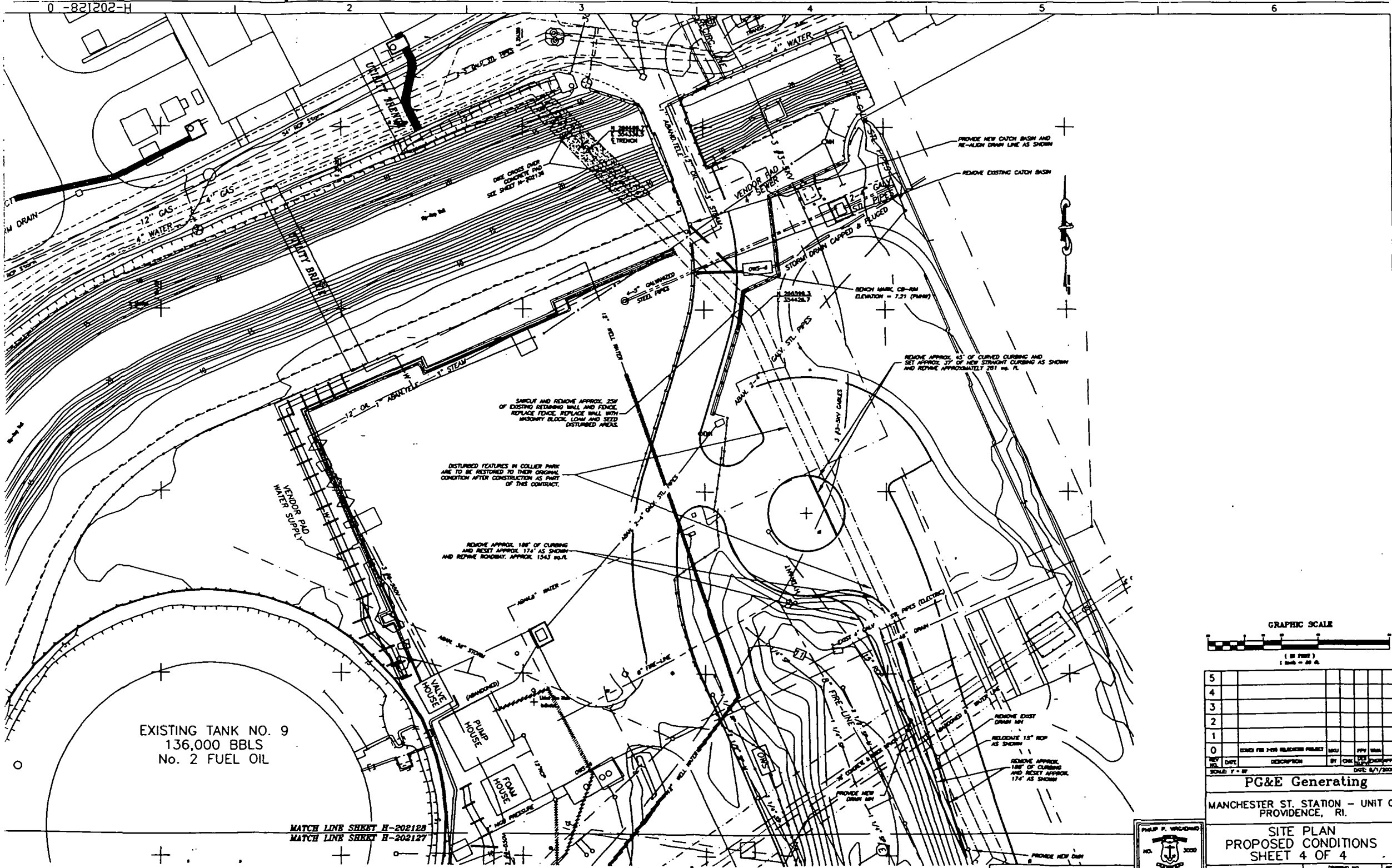
/s/ Helen C. James

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Notary public

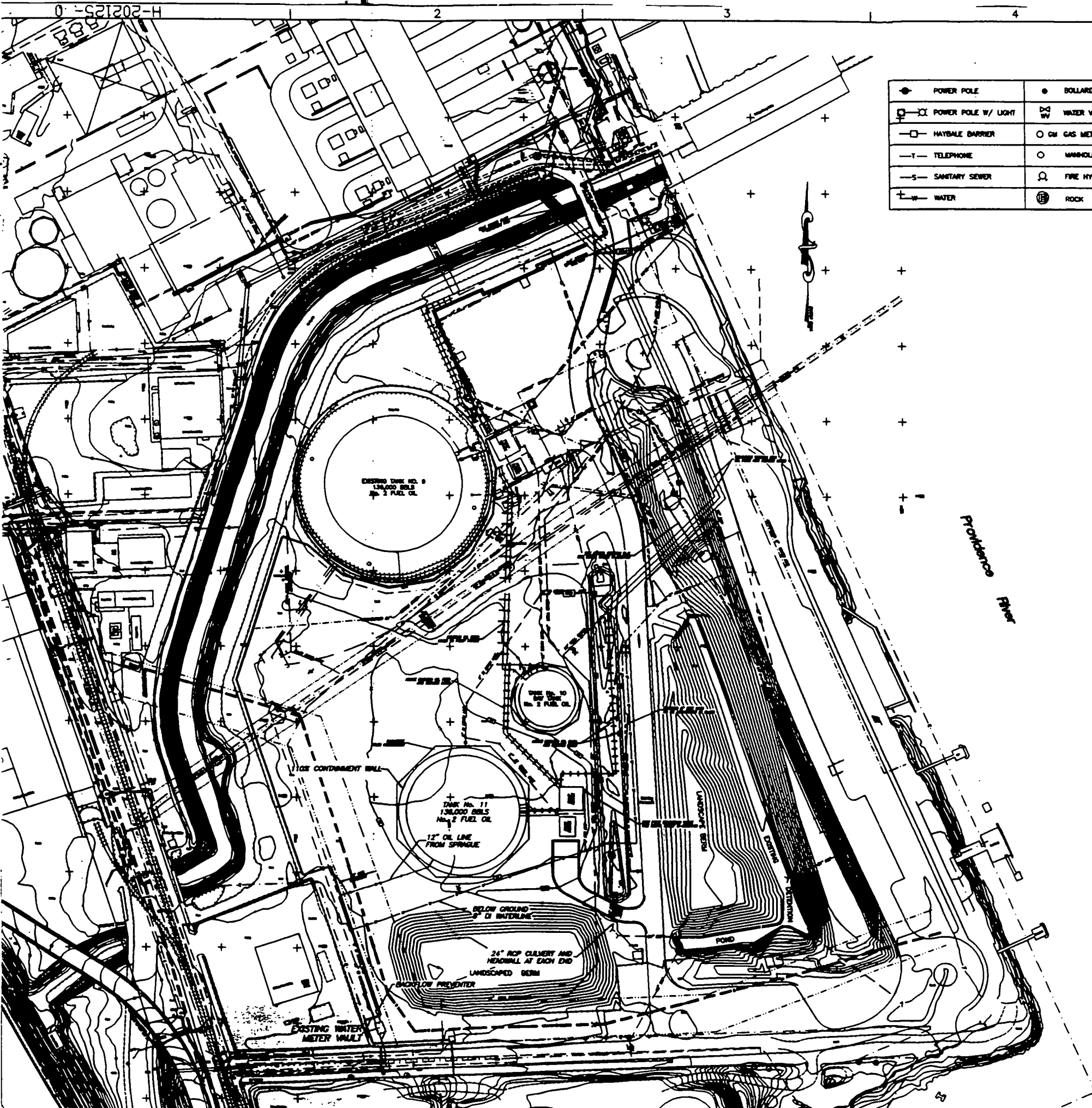
My Commission Expires  
June 30, 1961

(Seal)





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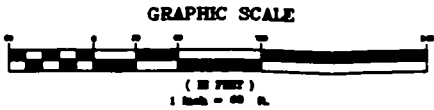


DRAWING LEGEND

POWER POLE	BOLLARD	CHAINLINK FENCE	TREE LINE	INTERMEDIATE CONTOUR	CATCH BASIN
POWER POLE W/ LIGHT	WATER VALVE	BOULDER RETAINING WALL	DECIDUOUS TREE	TRAILS (TO SCALE)	SIGN
HAYBALE BARRIER	ON GAS METER	DIST. ELECTRIC SERVICE	CONIFEROUS TREE	PAVED ROADS (TO SCALE)	UNIDENTIFIED OBJECT
TELEPHONE	MANHOLE	X 10.0 SPOT ELEVATION	SEWER MANHOLE	INDEX CONTOURS	TRAFFIC SIGNAL
SANITARY SEWER	FIRE HYDRANT	PAVEMENT MATCH LINE	DRAIN MANHOLE	PRECAST CONC. CURBING	EXISTING BUILDING
WATER	ROCK	DIST. SWALE BOTTOM	ELECTRIC MANHOLE	EXISTING S&E BARRIER	PROPOSED BUILDING

SITE PLAN UTILITIES NOTES:

- ALL DIMENSIONS ARE TO THE CENTERLINE OF PIPE OR STRUCTURE UNLESS OTHERWISE INDICATED. LAYOUT DIMENSIONS ARE FOR REFERENCE ONLY AND BE VERIFIED IN THE FIELD, AND ARE SUBJECT TO CHANGE PENDING UNFORESEEN FIELD CONDITIONS.
- ALL WATERLINES SHALL BE CLASS 52 CONDUIT LINED DUCTILE IRON PIPE, OR AS OTHERWISE DIRECTED BY THE OWNER. ALL WATERLINES SHALL BE INSTALLED WITH FOUR (4) FEET MINIMUM COVER OVER THE CROWN OF THE PIPE.
- ALL FITTINGS SHALL BE RESTRAINED AGAINST MOVEMENT, BY CONCRETE THRUST BLOCKS AND/OR CLAMPS, YOKES AND TEES, AS SHOWN ON THE DRAWINGS OR AS OTHERWISE REQUIRED TO SATISFACTORILY RESTRAIN ALL FITTINGS AND APPURTENANCES.
- THE CONTRACTOR SHALL INSTALL APPROPRIATE WARNING TAPE IN THE WATER MAIN, ELECTRICAL COMMUNICATIONS TRENCHES, IN ACCORDANCE WITH STATE STANDARD SPECIFICATIONS, OR AS DIRECTED BY THE ENGINEER.
- CONTRACTOR SHALL MAKE APPROPRIATE CHANGES IN THE HORIZONTAL AND/OR VERTICAL ALIGNMENT OF ALL UTILITY LINES IN WAY OF EXISTING OR PROPOSED UTILITY LINES OR UNFAVORABLE SUBSURFACE CONDITIONS. ALL CHANGES SHALL REQUIRE REVIEW AND APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL SUBMIT AS BUILT DRAWINGS.
- THIS PLAN DOES NOT GUARANTEE THE EXISTENCE OR NONEXISTENCE OF UNDERGROUND UTILITIES. PRIOR TO ANY CONSTRUCTION OR EXCAVATION THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF, OR NON-EXISTENCE OF, ANY UNDERGROUND UTILITIES. THE CONTRACTOR WILL USE DUE DILIGENCE IN LOCATING UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR NOTIFYING "DIG SAFE" AT 1-800-225-4977 AT LEAST THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.
- LOCATIONS AND DEPTHS OF EXISTING UNDERGROUND PIPES, CONDUITS, AND STRUCTURES AS SHOWN ARE APPROXIMATE ONLY, BASED ON FIELD SURVEYS AND THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL MAKE, AT HIS OWN EXPENSE, SUCH SUPPLEMENTAL INVESTIGATIONS, INCLUDING TEST PITS, AS HE DEEMS NECESSARY TO DETERMINE THE EXACT LOCATIONS OF UTILITIES AND STRUCTURES. ANY EXPENSE AND/OR DELAY OCCASIONED BY THE KNOWN UTILITIES AND STRUCTURES, OR DAMAGE THEREOF, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL CHARGE TO THE OWNER, THE ENGINEER, OR THE STATE OF RHODE ISLAND.
- ALL GRASSED AREAS WITHIN THE ON-SITE PORTIONS OF THE PROPERTY DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE FINE GRADED, LOAMED AND SEEDED. WHERE EXISTING GRADES ARE TO REMAIN UNCHANGED, AND SOD IS IN PLACE, ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RE-SOODED UNLESS OTHERWISE DIRECTED BY THE OWNER.
- ALL EXISTING PAVEMENT SCHEDULED TO REMAIN AND DAMAGED BY CONSTRUCTION SHALL BE IMMEDIATELY REPAIRED AND/OR REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN SHEETING AND BRACING AS NECESSARY TO PROTECT PERSONNEL AND THE PUBLIC ON OR NEAR THE SITE, PREVENT UNLAWFUL GRABBING OR EROSION, OR LOSS OF GROUND, MAINTAIN AT ALL TIMES PEDESTRIAN AND VEHICULAR TRAFFIC, AND PROTECT ADJACENT STRUCTURES.
- THE CONTRACTOR SHALL COORDINATE ALL UTILITY SHUTOFFS, ABANDONMENTS, INTERRUPTIONS AND THE LIKE WITH THE RESPECTIVE UTILITY COMPANY, AGENCY, OR THE PROPERTY OWNER. ANY DAMAGE INCURRED ON ANY UTILITY LINE, PIPE STRUCTURE, ETC. SHALL BE RESTORED IMMEDIATELY TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATION OR BLASTING AT LEAST TWO (2) WORKING DAYS, BUT NOT MORE THAN TEN (10) WORKING DAYS, PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION. ALL EXISTING WATER, GAS, SEWER, AND OTHER UTILITIES SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
- REFER TO THE UTILITIES PLAN FOR EXISTING AND PROPOSED UTILITY LOCATION AND SIZES.



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PG&E Generating

MANCHESTER ST. STATION - UNIT C  
PROVIDENCE, RI.

SITE PLAN  
PROPOSED CONDITIONS  
SHEET 1 OF 4

PG&E Generating  
PROVIDENCE, RI.

PHILIP P. VIRAGANO  
NO. 3080  
REGISTERED  
PROFESSIONAL ENGINEER

DATE: 6/1/2008

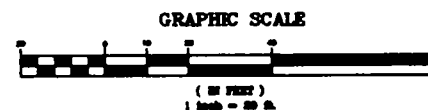
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GZA  
Geotechnical, Inc.  
1000 Main Street  
Providence, RI 02903  
(401) 846-0000





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REV	DATE	DESCRIPTION		BY	CHK	DIST	SLC/EOR
NO.							
SCALE: P - BY				DATE: 8/1/78			

PG&E Generating  
MANCHESTER ST. STATION - UNIT  
PROVIDENCE, RI.

SITE PLAN  
PROPOSED CONDITIONS  
SHEET 4 OF 4

PG&E Generating	DRAWING NO.
ENGINEERING & DESIGN SERVICES FOUNTAIN, VA.	H-202128



**GZA**  
Geoscientific, Inc.  
100 Broadway, Providence, Rhode Island  
(401) 426-2200 Fax: (401) 426-0000





FERDINAND C. IHENACHO, P.E., PTOE.

Director



VINCENT A. CIANCI, JR.

Mayor

Department of Public Works

*"Building Pride In Providence"*  
September 28, 2000

Hon. Robert M. Clarkin  
Chairman of the Public Works Committee  
Providence City Council -- City Hall  
Providence, R.I. 02903

RE: Petition to Relocate Existing Utility Lines Over Fox Point  
Hurricane Barrier, US Generating New England, Inc.  
Manchester Street Station

Dear Councilman Clarkin:

Thank you for the letter requesting that the Public Works Department review the above-referenced Petition.

Please note that the Petition is not accompanied with FULL SCALE engineering plans, adequate for review and comment. Perhaps the Petitioner should forward a full set of plans accompanied with a cover letter to the Director of Public Works, briefly explaining the project scope and requesting review and approval. Until said plans are received, this Department cannot objectively comment on this Petition.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Ihenacho", is written over a set of horizontal lines.

Ferdinand C. Ihenacho, P.E.  
Director

CC: Charles Mansolillo --City Solicitor  
John D'Amico, Esq.  
Engineering



# NIXON PEABODY LLP

ATTORNEYS AT LAW

One Citizens Plaza  
Providence, RI 02903  
(401) 454-1000  
Fax: (401) 454-1030

Peter V. Lacouture  
Direct Dial: (401) 454-1011  
E-Mail: [placouture@nixonpeabody.com](mailto:placouture@nixonpeabody.com)

October 6, 2000

## FORWARDED VIA HAND DELIVERY

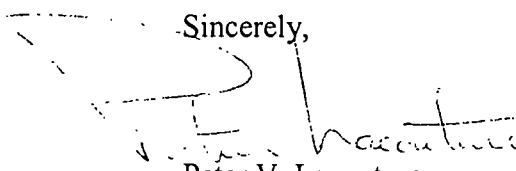
Mr. Ferdinand C. Ihenacho, P.E.  
Director  
Providence Department of Public Works  
700 Allens Avenue  
Providence, Rhode Island 02905

Re: USGen New England, Inc. – Manchester Street Station Petitions

Dear Fred:

Enclosed please find the full scale engineering plans requested in your letters of September 28, 2000.

Sincerely,

  
Peter V. Lacouture

PVL/kmo

Enclosures

cc: Ms. Claire Bestwick, Clerk

50

**NIXON PEABODY LLP**  
ATTORNEYS AT LAW

One Citizens Plaza  
Providence, RI 02903

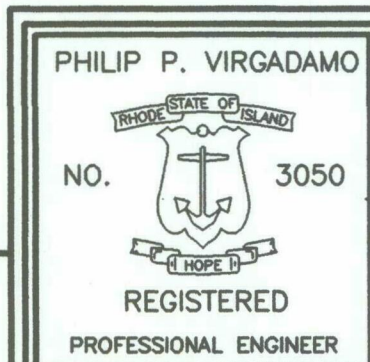
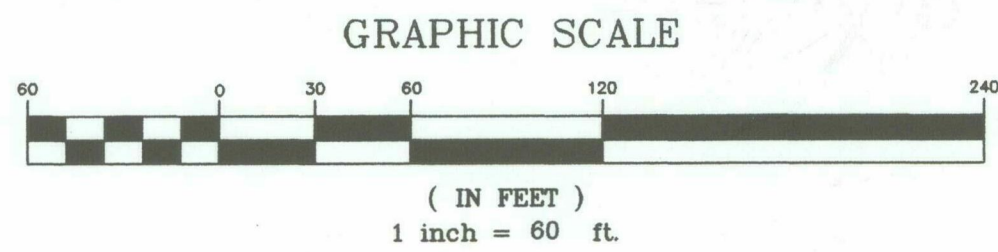
**To:**

Ms. Claire Bestwick  
Clerk  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Return Postage Guaranteed



- 1) ALL DIMENSIONS ARE TO THE CENTERLINE OF PIPE OR STRUCTURE UNLESS OTHERWISE INDICATED. LAYOUT DIMENSIONS ARE FOR REFERENCE ONLY AND BE VERIFIED IN THE FIELD, AND ARE SUBJECT TO CHANGE DURING UNFORESEEN FIELD CONDITIONS.
- 2) ALL WATERLINES SHALL BE CLASS 52 CEMENT LINED DUCTILE IRON PIPE, OR AS OTHERWISE DIRECTED BY THE OWNER.
- 3) ALL WATERLINES SHALL BE INSTALLED WITH FOUR (4) FEET MINIMUM COVER OVER THE CROWN OF THE PIPE.
- 4) ALL FITTINGS SHALL BE RESTRAINED AGAINST MOVEMENT, BY CONCRETE THRUST BLOCKS AND/OR CLAMPS, YOKES AND TIE RODS, AS SHOWN ON THE DRAWINGS OR AS OTHERWISE REQUIRED TO SATISFACTORILY RESTRAIN ALL FITTINGS AND APPURTANCES.
- 4) THE CONTRACTOR SHALL INSTALL APPROPRIATE WARNING TAPE IN THE WATER MAIN, ELECTRICAL COMMUNICATIONS TRENCHES, IN ACCORDANCE WITH STATE STANDARD SPECIFICATIONS, OR AS DIRECTED BY THE ENGINEER.
- 5) CONTRACTOR SHALL MAKE APPROPRIATE CHANGES IN THE HORIZONTAL AND/OR VERTICAL ALIGNMENT OF ALL UTILITY LINES IN WAY OF EXISTING OR PROPOSED UTILITY LINES OR UNFAVORABLE SUBSURFACE CONDITIONS. ALL CHANGES SHALL REQUIRE REVIEW AND APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL SUBMIT AS BUILT DRAWINGS.
- 6) THIS PLAN DOES NOT GUARANTEE THE EXISTENCE OR NONEXISTENCE OF UNDERGROUND UTILITIES. PRIOR TO ANY CONSTRUCTION OR EXCAVATION THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF, OR NON-EXISTENCE OF, ANY UNDERGROUND UTILITIES. THE CONTRACTOR WILL USE DILIGENCE IN LOCATING UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR NOTIFYING "DIG SAFE" AT 1-800-225-4977 AT LEAST THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.
- 7) LOCATIONS AND DEPTHS OF EXISTING UNDERGROUND PIPES, CONDUITS, AND STRUCTURES AS SHOWN, ARE APPROXIMATE ONLY, BASED ON FIELD SURVEYS AND THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL MAKE, AT HIS OWN EXPENSE, SUCH SUPPLEMENTAL INVESTIGATIONS, INCLUDING TEST PITS, AS HE DEEMS NECESSARY TO DETERMINE THE EXACT LOCATIONS OF UTILITIES AND STRUCTURES. ANY EXPENSE AND/OR DELAY OCCASIONED BY THE KNOWN UTILITIES AND STRUCTURES, OR DAMAGE THERETO, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL CHARGE TO THE OWNER, THE ENGINEER, OR THE STATE OF RHODE ISLAND.
- 8) ALL GRASSED AREAS WITHIN THE ON-SITE PORTIONS OF THE PROPERTY DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE FINE GRADED, LOAMED AND SEEDED. WHERE EXISTING GRADES ARE TO REMAIN UNCHANGED, AND SOD IS IN PLACE, ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RE-SODDED UNLESS OTHERWISE DIRECTED BY THE OWNER.
- 9) ALL EXISTING PAVEMENT SCHEDULED TO REMAIN AND DAMAGED BY CONSTRUCTION SHALL BE IMMEDIATELY REPAIRED AND/OR REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- 10) THE CONTRACTOR SHALL INSTALL AND MAINTAIN SHEETING AND BRACING AS NECESSARY TO PROTECT PERSONNEL AND THE PUBLIC ON OR NEAR THE SITE FROM INJURIOUS CAVING OR EROSION, OR LOSS OF GROUND, MAINTAIN AT ALL TIMES PEDESTRIAN AND VEHICULAR TRAFFIC, AND PROTECT ADJACENT STRUCTURES.
- 11) THE CONTRACTOR SHALL COORDINATE ALL UTILITY SHUTOFFS, ABANDONMENTS, INTERRUPTIONS AND THE LIKE WITH THE RESPECTIVE UTILITY COMPANY, AGENT, OR THE PROPERTY OWNER. ANY DAMAGE INCURRED ON ANY UTILITY LINE, PIPE STRUCTURE, ETC. SHALL BE RESTORED IMMEDIATELY TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- 12) THE CONTRACTOR SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATION OR BLASTING AT LEAST TWO (2) WORKING DAYS, BUT NOT MORE THAN TEN (10) WORKING DAYS, PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION. ALL EXISTING WATER, GAS, SEWER, AND OTHER UTILITIES SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
- 13) REFER TO THE UTILITIES PLAN FOR EXISTING AND PROPOSED UTILITY LOCATION AND SIZES.



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REV NO.	DATE	ISSUED FOR I-195 RELOCATION PROJECT			MKU		PPV	WMA	
		DESCRIPTION			BY	CHK	DES SUPP	ENGR APPR	
SCALE: 1" = 60'									DATE: 8/1/2000
PG&E Generating									
MANCHESTER ST. STATION – UNIT C PROVIDENCE, RI.									
SITE PLAN PROPOSED CONDITIONS SHEET 1 OF 4									
PG&E Generating					DRAWING NO.			REV.	
ENGINEERING & DESIGN RESOURCES BOSTON, MA					H-202125			0	













**PG&E National  
Energy Group™**

One Bowdoin Square  
Suite 600  
Boston, MA 02114-2910

617.788.3000  
Fax: 617.788.3100  
Internet:  
[www.gen.pge.com](http://www.gen.pge.com)

Mr. Michael R. Clement  
Providence City Clerk  
City Hall  
25 Dorrance Street  
Providence, Rhode Island 02903

19 December, 2000  
NEG-PCC-0002

Subject: US GEN New England, Inc - Manchester Street Station  
I-195 Relocation Project

Dear Mr. Clement,

Per your request, attached is one additional copy of the following drawing:

Drawing No. H-202136 Rev.1 "Trench Cross Section at West Dike Hurricane Barrier"

Please call me at 508-549-5918 or Peter Lacouture at 401-454-1011 if there are any questions or comments.

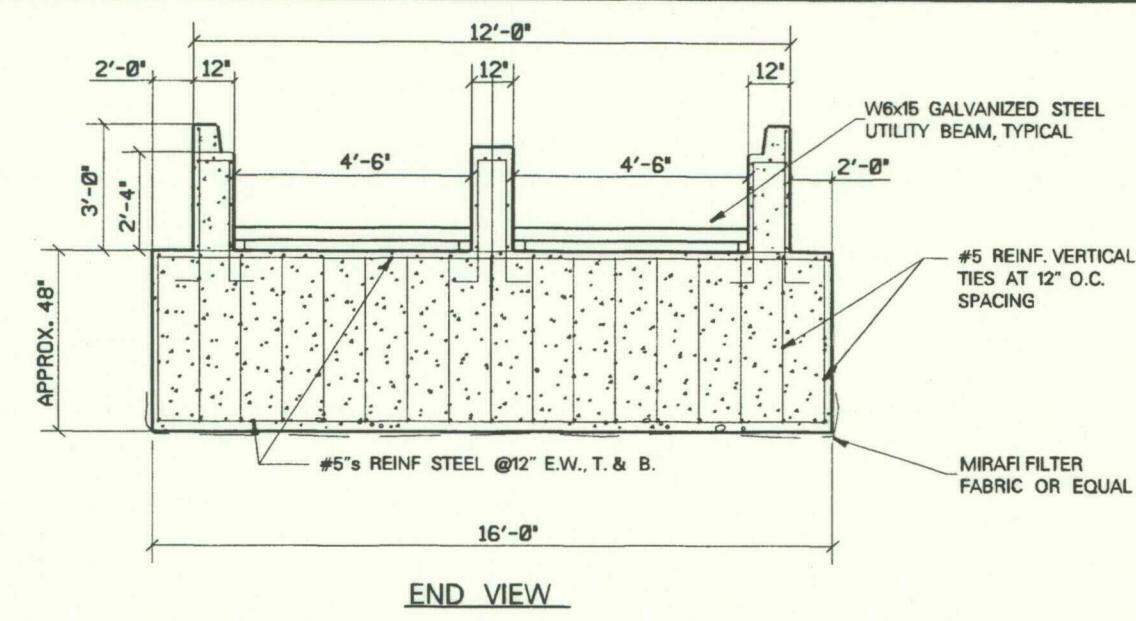
Michael G. Kane, P.E.  
Project Engineer

Enc

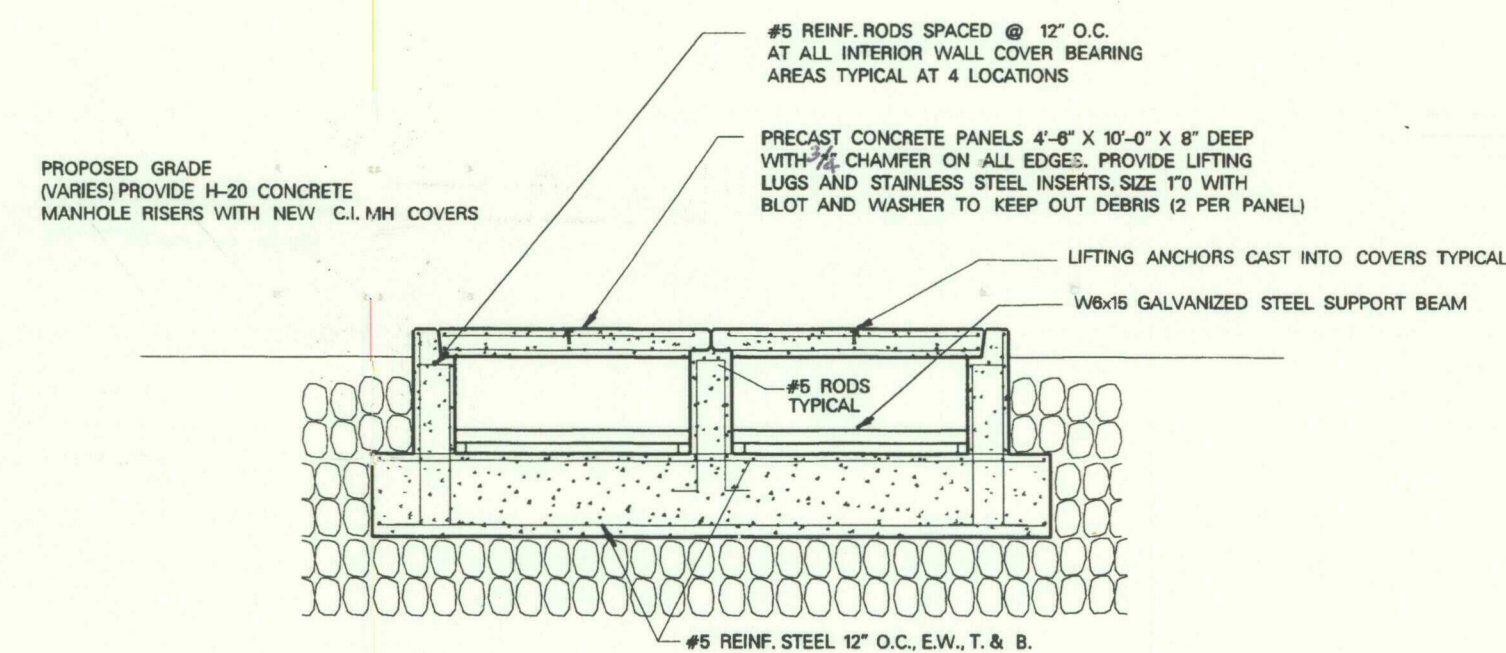
W Freddo – Manchester Street w/o att  
M Croker – Manchester Street w/o att  
H Stowe – Power Engineering; Foxboro w/o att  
P Lacouture (Nixon-Peabody) w/o att

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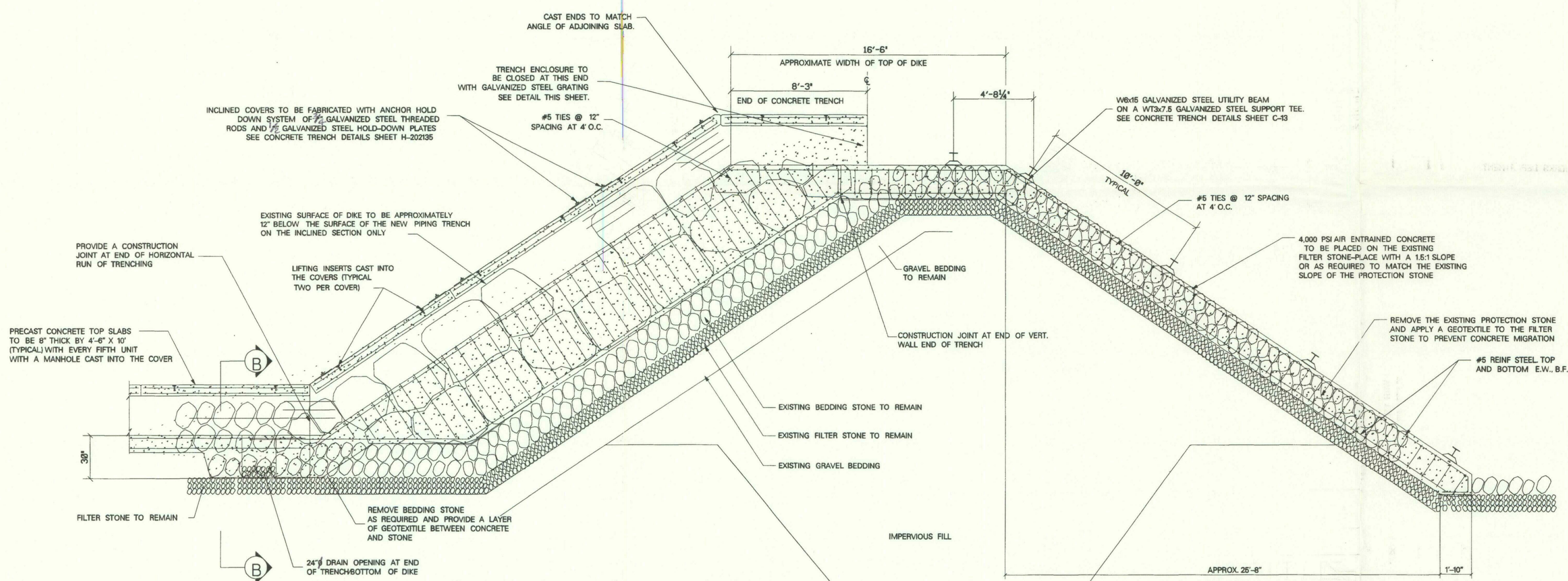


CROSS-SECTION A-A THROUGH INCLINE (AUXILIARY VIEW)  
NOT TO SCALE

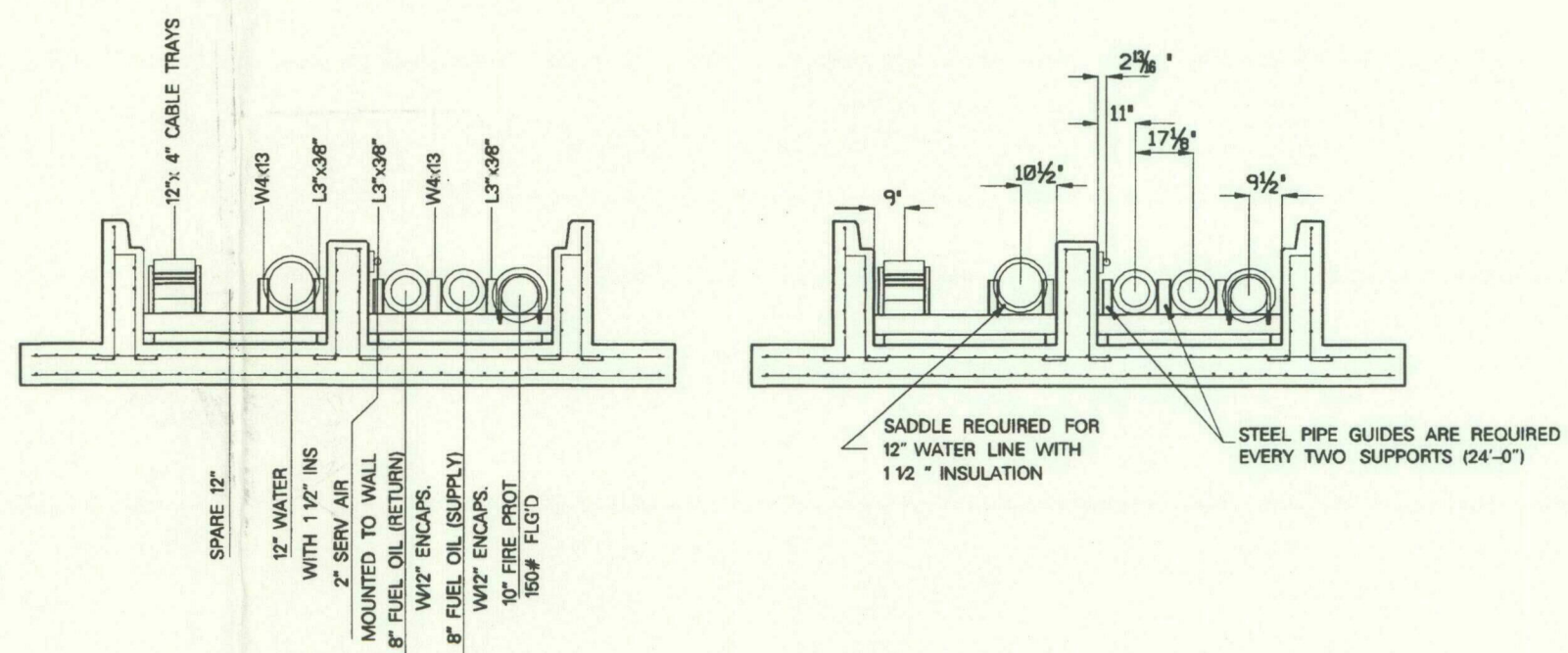


CROSS-SECTION B-B THROUGH UTILITY TRENCH  
NOT TO SCALE

PLAN VIEW OF NEW CONCRETE FOUNDATION @ WEST DIKE  
NOT TO SCALE



DETAIL CROSS-SECTION FOUNDATION @ WEST DIKE  
NOT TO SCALE.



TYPICAL PIPE CONFIGURATION SECTION  
NOT TO SCALE

## HURRICANE BARRIER CROSSING CONSTRUCTION SEQUENCE

THE INSTALLING CONTRACTOR SHALL ADHERE TO THE FOLLOWING CONSTRUCTION SEQUENCE FOR THE HURRICANE BARRIER CROSSING UTILITY TRENCH INSTALLATION.

REMOVE AND STOCKPILE HURRICANE BARRIER PROTECTION STONE AS PER PROJECT PLANS.  
HURRICANE BARRIER PROTECTION STONE SHALL BE SEGREGATED BY SIZE.  
INSTALL GEO-TEXTILE FABRIC AS SHOWN ON PROJECT PLANS.  
COORDINATE MATERIALS INSPECTION NO. 1 WITH PROVIDENCE PUBLIC WORKS DEPARTMENT.  
INSTALL HURRICANE BARRIER CROSSING UTILITY TRENCH BOTTOM SLAB AS PER PROJECT PLANS.  
COORDINATE MATERIALS INSPECTION NO. 2 WITH PROVIDENCE PUBLIC WORKS DEPARTMENT.  
INSTALL HURRICANE BARRIER CROSSING UTILITY TRENCH WALLS AS PER PROJECT PLANS.  
REPLACE HURRICANE BARRIER PROTECTION STONE AS SHOWN ON PROJECT PLANS.  
INSTALL PIPING, ELECTRICAL, AND CONTROLS AS DETAILED ON PROJECT PLANS.  
INSTALL TRENCH COVERS AS DETAILED ON PROJECT PLANS.  
COORDINATE FINAL INSTALLATION INSPECTION WITH OWNER, PROVIDENCE PUBLIC WORKS DEPARTMENT  
AND ARMY CORPS OF ENGINEERS.

## HURRICANE BARRIER CROSSING MANDATORY INSPECTIONS

THE FOLLOWING PROVIDENCE PUBLIC WORKS DEPARTMENT MANDATORY INSPECTIONS SHALL BE IMPLEMENTED:

UPON INSTALLATION OF GEO-TEXTILE FABRIC.  
UPON INSTALLATION OF THE UTILITY TRENCH BOTTOM SLAB PRIOR TO RE-INSTALLATION OF THE  
EXISTING HURRICANE BARRIER ARMORED STONE.

THE PROVIDENCE PUBLIC WORKS DEPARTMENT SHALL BE PROVIDED 72 HR. NOTICE PRIOR TO MANDATORY INSPECTIONS. THE PROVIDENCE PUBLIC WORKS DEPARTMENT AND THE ARMY CORPS OF ENGINEERS SHALL BE GIVEN FREE ACCESS TO REVIEW HURRICANE BARRIER CROSSING UTILITY TRENCH INSTALLATION ACTIVITIES AS REQUIRED.

FINAL INSTALLATION SHALL MEET WITH THE APPROVAL OF THE PROVIDENCE PUBLIC WORKS DEPARTMENT AND THE ARMY CORPS OF ENGINEERS.

HURRICANE BARRIER CROSSING INCLEMENT WEATHER CONTINGENCY PLANS

IN THE UNLIKELY EVENT OF A MAJOR STORM OCCURRING DURING THE HURRICANE BARRIER CROSSING UTILITY TRENCH INSTALLATION, THE FOLLOWING CONTINGENCY PLAN SHALL BE FOLLOWED:

IF THE MAJOR STORM EVENT OCCURS PRIOR TO COMPLETION OF THE HURRICANE BARRIER CROSSING PROTECTION STONE INSTALLATION, THE CONTRACTOR SHALL RE-INSTALL THE HURRICANE BARRIER PROTECTION STONE TO ITS ORIGINAL CONFIGURATION.

IF THE MAJOR STORM EVENT OCCURS SUBSEQUENT TO COMPLETION OF THE TRENCH SLAB AND SIDEWALLS, PROTECTION STONE SHALL BE RE-INSTALLED TO FILL VOIDS AT TRENCH WALL INTERFACE. TRENCH COVERS SHALL BE INSTALLED.

ALL HURRICANE BARRIER CROSSING UTILITY TRENCH INSTALLATION ACTIVITIES THAT LEAVE THE HURRICANE BARRIER EXPOSED TO STORM ACTIVITY SHALL BE PERFORMED OUTSIDE THE HURRICANE SEASON. THE HURRICANE SEASON IS DEFINED AS JUNE 01 THROUGH DECEMBER 31.

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1	12/15/94	ADDED NOTES				GHF	WGH	WJA	WVW	WLG
0	017	ISSUED FOR I-95 RELOCATION PROJECT				MKU		PPV	WMA	
REV NO.	DATE	DESCRIPTION				BY	CHK	DES SUPP	ENGR APP	
SCALE:	AS NOTED							DATE:	7/2000	

PG&amp;E Generating

MANCHESTER ST. STATION - UNIT C  
PROVIDENCE, RI.

TRENCH CROSS SECTION  
AT  
WEST DIKE HURRICANE BARRIER

**PG&E Generating**  
ENGINEERING & DESIGN RESOURCES  
BOSTON, MA.

DRAWING NO.	REV
-202136	1

