

RESOLUTION OF THE CITY COUNCIL

No. 187

Approved June 9, 2020

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant a sub-surface easement below a portion of Cushing Street in the City of Providence to Brown University. Said easement shall be granted specifically upon the following provisions:

1. Said easement shall be utilized only for the construction and maintenance of underground facilities installed between AP 13, Lot 297, AP 13 Lot 32, and AP 13, Lot 33. Said easement shall not exceed the area one hundred four square feet, plus or minus, and indicated on the accompanying map, Street Line Section Plan Nos. 064865 (dated December 5, 2019), attached and indicated by the cross-hatched area (A-B-C-D-E-F-G-H-I-J-K-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 by Brown University in the Office of Land Records for the City of Providence.
3. As consideration for this Easement, Brown shall tender the sum of Two Thousand Three Hundred Forty Dollars (\$2,340.00) in legal tender of the United States of America.
4. Brown University 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.
5. Brown University shall supply the City of Providence with an insurance policy naming said City of Providence, its agents, officers, servants and employees as additional-named insureds in a sum not less than one hundred thousand dollars (\$100,000.00) which policy shall be approved by the Department of Law of the City of Providence.
6. In the event that the City of Providence or its designee shall, for any public purpose, require the extinguishment of the easement granted herein, upon ninety (90) days' notice, Brown University shall, at its own expense, and without claim against the City, its officers, servants or employees, for any damages whatsoever, remove said duct banks from the easement area.
7. Brown University 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 Brown, for itself and its successors, agrees to comply with the same.

8. 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 04 2020

READ AND PASSED

Sabrina Noto

PRES.

Shan Akhbar

CLERK

I HEREBY APPROVE.

[Signature]

Mayor

Date:

6/9/20



Ursillo, Teitz & Ritch, Ltd.

Counsellors At Law

2 Williams Street
(at South Main Street)
Providence, Rhode Island 02903-2918

Michael A. Ursillo *
Andrew M. Teitz, AICP * †
Scott A. Ritch * †

Troy L. Costa †
Amy H. Goins * †
Peter F. Skwirz * †
Gina A. DiCenso * † (Of Counsel)
Admitted in RI*, MA†, NY†

Tel (401) 331-2222
Fax (401) 751-5257
andyteitz@utrllaw.com

January 22, 2020

Via Hand Delivery

Shawn Selleck, City Clerk
Providence City Hall
25 Dorrance Street
Providence, RI 02903

Re: Petition to the City Council for Permanent Easement – Portion of Cushing Street

Dear Mr. Selleck:

On behalf of my client, Brown University, enclosed please find a Petition to the City Council for a permanent easement over a portion of Cushing Street. It is our understanding that there is no filing fee for such a petition.

Please advise us when this matter has been scheduled to be heard by the Public Works Committee. Thank you for your attention to this matter.

Sincerely,

URSILLO, TEITZ & RITCH, LTD.

Andrew M. Teitz, Esq., AICP

Enclosure

S:\ANDY\Brown University\Master Plan 2015-2018\Wellness Center Duct Easement\Ltr to City Clerk re Easement for Brown Wellness Center Duct Bank.docx

100 714 51 6 3-20

70

CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body

The undersigned Brown University petitions for the grant of a permanent underground easement below a portion of Cushing Street.

The easement will be for a concrete duct bank with conduit to provide communications and fire alarm support to the new Wellness Center and Residence Hall. The duct bank will run from a Brown University owned manhole to AP 13 Lot 33.

See attached plan and associated documents, as indexed below:

Exhibit A – Locus Map

Exhibit B – Plans

Exhibit C – City Council Resolution dated 4/17/06 and accompanying map depicting existing easement

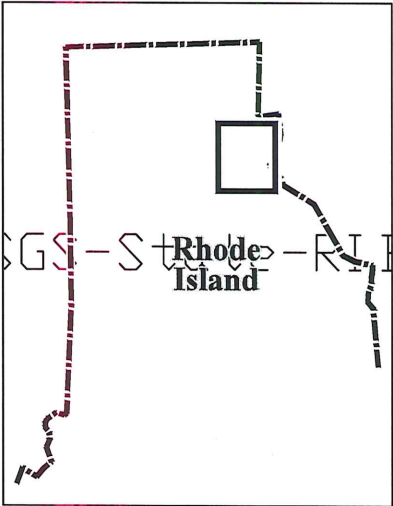
Respectfully submitted January 22, 2020.



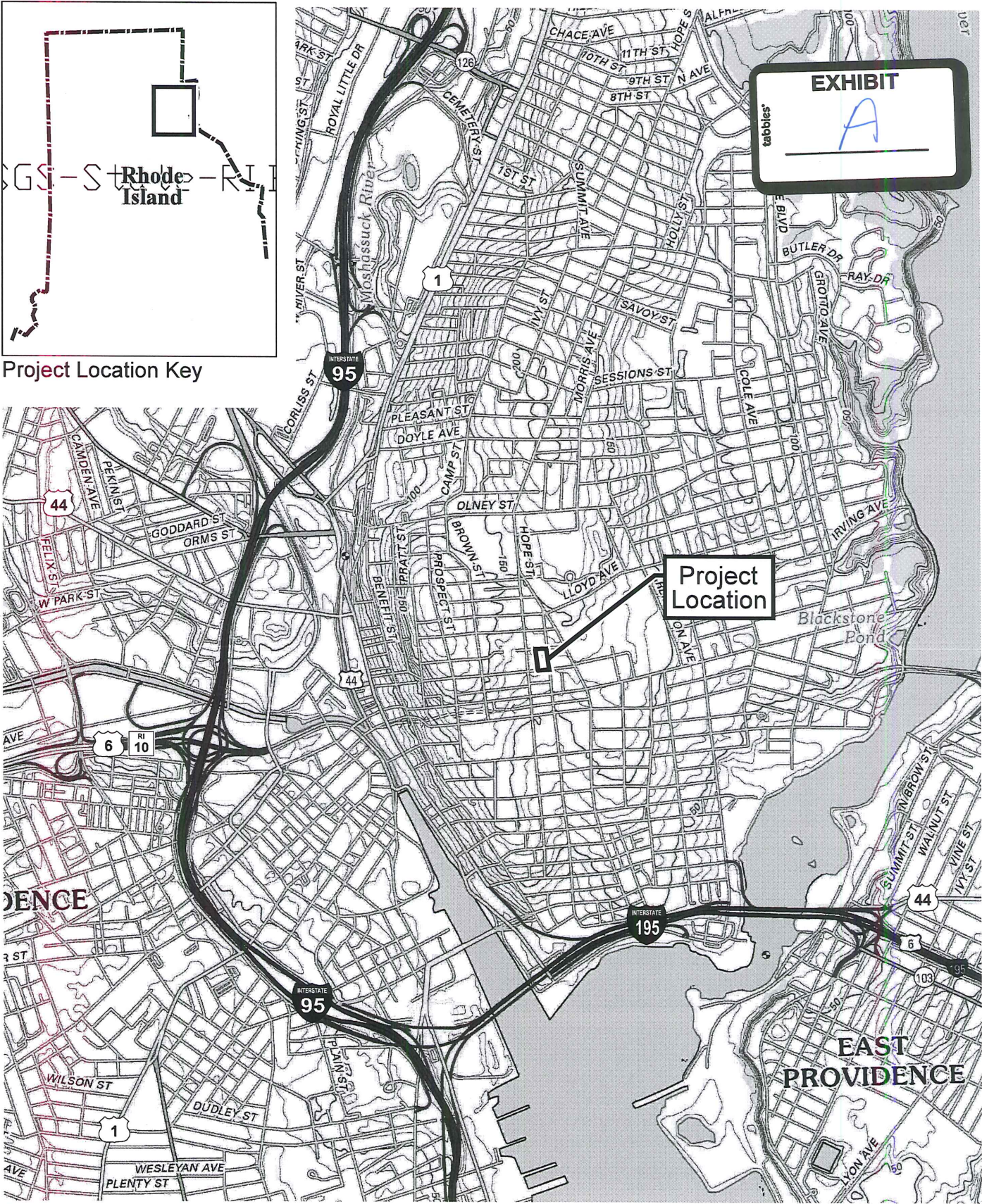
Brown University

By its Attorney,

Andrew M. Teitz, Esq., AICP (#3503)
Ursillo, Teitz & Ritch, Ltd.
2 Williams St.
Providence, RI 02903
(401) 331-2222
zoning@utrlaw.com



Project Location Key

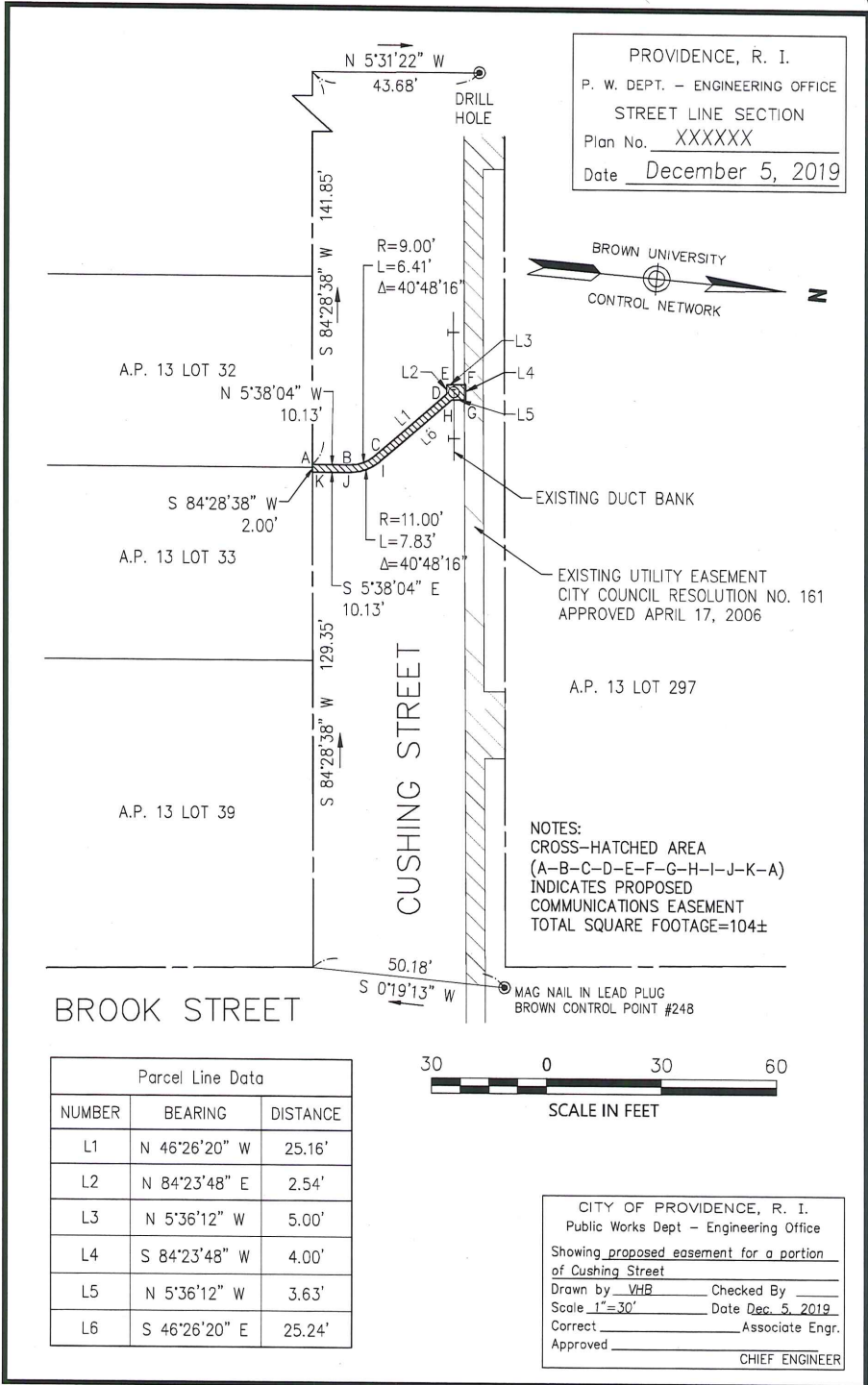


Source: USGS Quadrangles

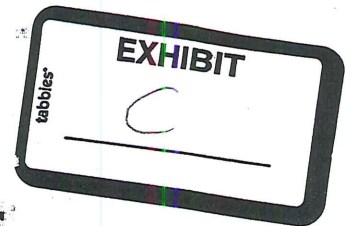


Project Location Map
450 Brook Street
Providence, Rhode Island

Figure 1



THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS



RESOLUTION OF THE CITY COUNCIL

No. 161

Approved April 17, 2006

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant five non-exclusive sub-surface easements for Hope St., Cushing St., Thayer St. and Meeting St. in the City of Providence to Brown University ("Brown"). Said easements shall be granted specifically upon the following provisions:

1. Said easements shall not exceed six thousand seven hundred and ~~nine~~ (6,709) square feet, plus or minus, and indicated on accompanying map marked "Providence, R.I. Department of Public Works - Engineering Office, Street Line Section Plan No. 064788 dated January 19, 2006" (Exhibit A). Said easements shall be utilized only for the installation, maintenance, repair and/or replacement of utilities, including without limiting the generality of the foregoing, electric, telephone, cable television, data transmission, fiber optic gas, high temperature hot water, chilled water, and fuel oil piping, and similar utility lines for:

a. Hope Street:

Said easement shall not exceed the shaded area bounded by a line with points (A-B-C-D-E-F-G-H-A) as shown on Exhibit A. Said easement is approximately eight hundred and ten (810) square feet total area.

Said easement shall not exceed the shaded area bounded by a line with points (I-J-K-L-M-N-O-P-I) as shown on Exhibit A. Said easement is approximately one thousand two hundred and twenty (1,220) square feet total area.

b. Cushing and Thayer Street:

Said easement shall not exceed the shaded area bounded by a line with points (A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-A) as shown on Exhibit A. Said easement is approximately three thousand six hundred and sixty five (3,665) square feet total area.

c. Meeting Street:

Said easement shall not exceed the shaded area bounded by a line with points (A-B-C-D-A) as shown on Exhibit A. Said easement is approximately one hundred and thirty (130) square feet total area.

Said easement shall not exceed the shaded area bounded by a line with points (E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-E) as shown on Exhibit A. Said easement is approximately eight hundred and eighty four (884) square feet total area.

2. The above referenced areas, as shown on Exhibit A, are hereinafter collectively referred to as the "Premises". Said easements shall be deemed to run with the land and shall be binding on and for the benefit of any successors in title and the easements or a memorandum of same shall be recorded in the Office of Land Records for the City of Providence.

3. Said easements shall be subject to a right of reverter/right of reversion in the event that the easements are no longer utilized for a period of ten (10) years for the aforementioned purposes.

4. As consideration for these Easements, Brown shall tender the sum of one hundred twelve thousand, four hundred seven dollars (\$112,407.00) in legal tender of the United States of America.

5. Any breakout necessary for installation and/or repair or replacement shall be resurfaced/rehabilitated in accordance with relevant ordinances and industry standards and to the reasonable satisfaction of the Director of the Department of Public Works.

6. The installation of utilities or utility lines shall be underground so as to preserve the public right-of-way. Brown and its successors and assigns may enter upon said Premises, to dig or excavate the soil in said Premises, to clear the Premises of vegetation and any natural manmade structures for both access and safety purposes and to do any other acts which are necessary to carry out the purposes for which said Easements are given and to provide for the effective use thereof.

7. Any installation of electrical mechanisms shall be subject 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. Brown 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. Brown shall supply the City of Providence with an insurance policy naming said City of Providence, its agents, officers, servants and employees as additional-named insureds in a sum not less than one hundred thousand dollars (\$100,000.00) which policy shall be approved by the Department of Law of the City of Providence.

11. Brown shall not lay, construct or affix to the realty any temporary or permanent structure other than that described earlier herein.
12. Brown 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 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 in such street or way, 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 a reasonable time in advance of any 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 Brown, for itself and its successors, agrees to comply with the same.

13. In addition to Paragraph 12 above, in the event that the City of Providence or its designee shall, for any public purpose, require the extinguishment of the easements granted herein and upon the reasonable notification hereinbefore mentioned, Brown shall remove said improvements to the easement areas, provided, however, that because Brown has paid consideration for said Easements, Brown shall be entitled to just compensation for any such taking for public purposes.

14. The easements shall be executed, delivered and accepted upon the express terms, covenants and conditions contained herein, which terms, covenants and conditions shall be binding upon and insure to the benefit of the parties hereto and their successors, heirs, legal representatives, and assigns. The easements are intended to be governed by, and construed in accordance with the laws of the State of Rhode Island. The easements may not be amended or modified except pursuant to a written instrument signed by all parties thereto.

15. 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
APR 6 2006
READ AND PASSED

PRES.

CLERK

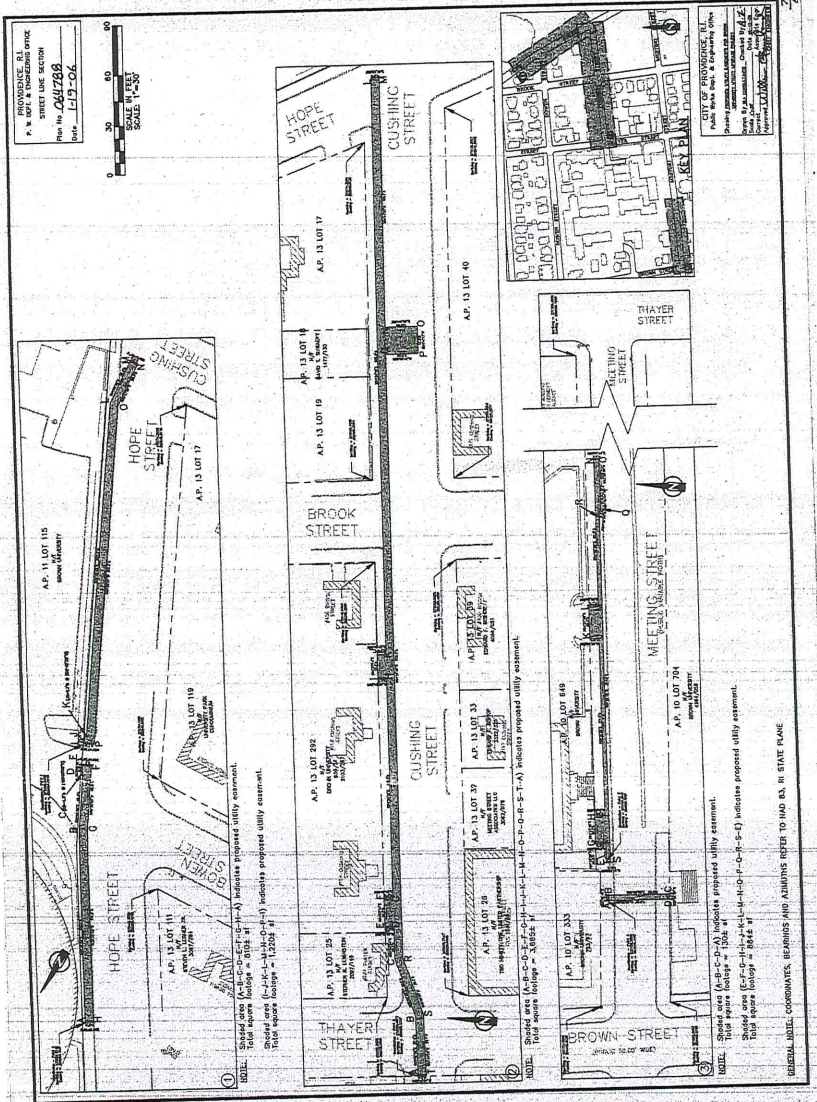
APPROVED


MAYOR

A true copy,
Attest:



Anna M. Stetson
City Clerk





PROVIDENCE POLICE DEPARTMENT
Patrol Bureau
325 Washington St., Providence, RI 02903

2-14-20

To: Shawn Selleck, City of Providence City Clerk
From: Cpt Luis F. San Lucas, Traffic Bureau Commanding Officer
Subject: Petition to the City Council for Permanent easement-Portion of Cushing St

Sir,

After reviewing the petition for permanent easement over a portion of Cushing St request by Brown University, The Providence Police Department has no objection to the request.

Respectfully Submitted

Luis F. San Lucas
/////original signed////////



OFFICE OF THE COMMISSIONER OF PUBLIC SAFETY
Steven M. Paré, Commissioner of Public Safety | Jorge O. Elorza, Mayor

February 14, 2020

The Honorable Michael J. Correia
Councilman
Chairman, Committee on Public Works
Providence City Hall
25 Dorrance Street
Providence, RI 02903

RE: Petition for Permanent Easement – Portion of Cushing Street

Dear Councilman Correia:

I am in receipt of your memorandum regarding the petition that was filed by Andrew M. Teitz, Esquire of Ursillo, Teitz & Ritch, Ltd. who is requesting a permanent easement over a portion of Cushing Street.

Seeing as Brown University owns and maintains the fire alarm circuit connecting their buildings, and connection is required by fire code for the new wellness center/residence hall, I recommend approval of this request. I do not have any public safety concerns at this time.

If you have any questions, please feel free to contact my office.

Respectfully,

Steven M. Paré
Commissioner of Public Safety

cc: Shawn Selleck, City Clerk

PROVIDENCE THE CREATIVE CAPITAL
Public Safety Complex | 325 Washington Street | Providence, RI 02903
401-243-6021 phone | 401-243-6444 fax
www.providenceri.gov

Leo Perrotta
Acting Director



Jorge O. Elorza
Mayor

DEPARTMENT OF PUBLIC WORKS
"Building Pride in Providence"

February 19, 2020

Honorable Michael J. Correia
Chairman of the Public Works Committee
Providence City Council-City Hall
Providence, R.I. 02903

RE: Proposed Easement on a Portion of Cushing St.

Dear Councilman Correia:

This department has no objection to the proposed easement on a portion of Cushing St. in conjunction with the attached plan, entitled "Prov., P.W. Dept.-Engineering Office, Street Line Section, Plan No. 064865. Area of abandonment is designated as cross-hatched area (A-B-C-D-A) on the accompanying plan.

Total square footage equals 104 +/-
See accompanying plan for plat and lot number

If we can further assist you in this regard, please advise.
Very truly yours,

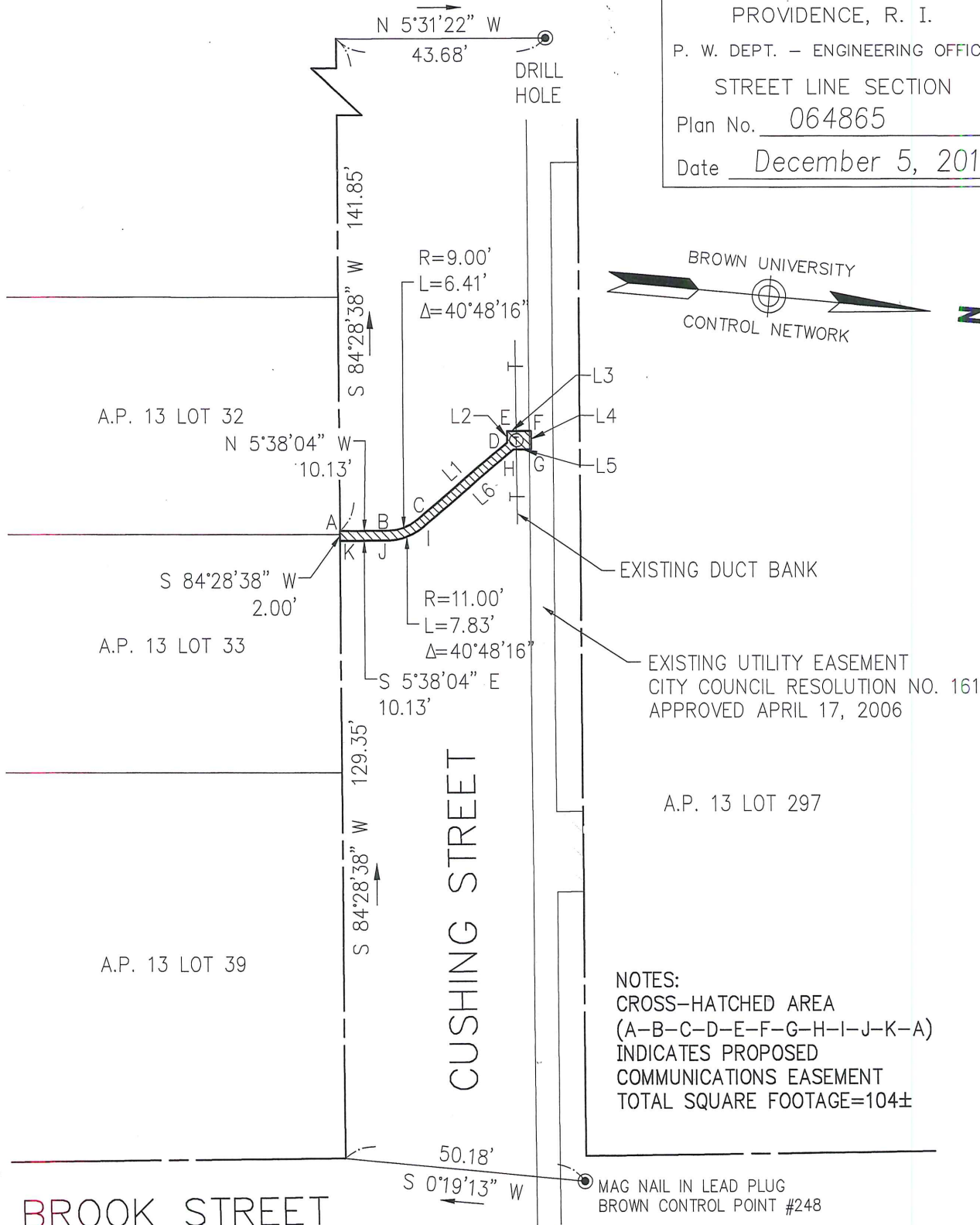
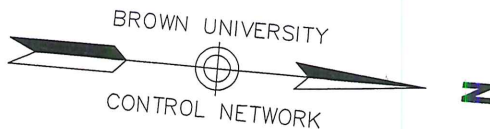
A handwritten signature in blue ink, appearing to be "Leo Perrotta", written over a horizontal line.

Acting Director-D.P.W.

cc: Shawn Selleck-City Clerk
AZ-DPW, B. Nickerson-Planning Dept.
A. Southgate, Esq.-Law Dept.
L. Garzone-Tax Assessors

700 Allens Avenue Providence, Rhode Island 02905
Phone 401-467-7950/Fax 401-941-2567
www.providenceri.com/dpw

PROVIDENCE, R. I.
P. W. DEPT. — ENGINEERING OFFICE
STREET LINE SECTION
Plan No. 064865
Date December 5, 2019

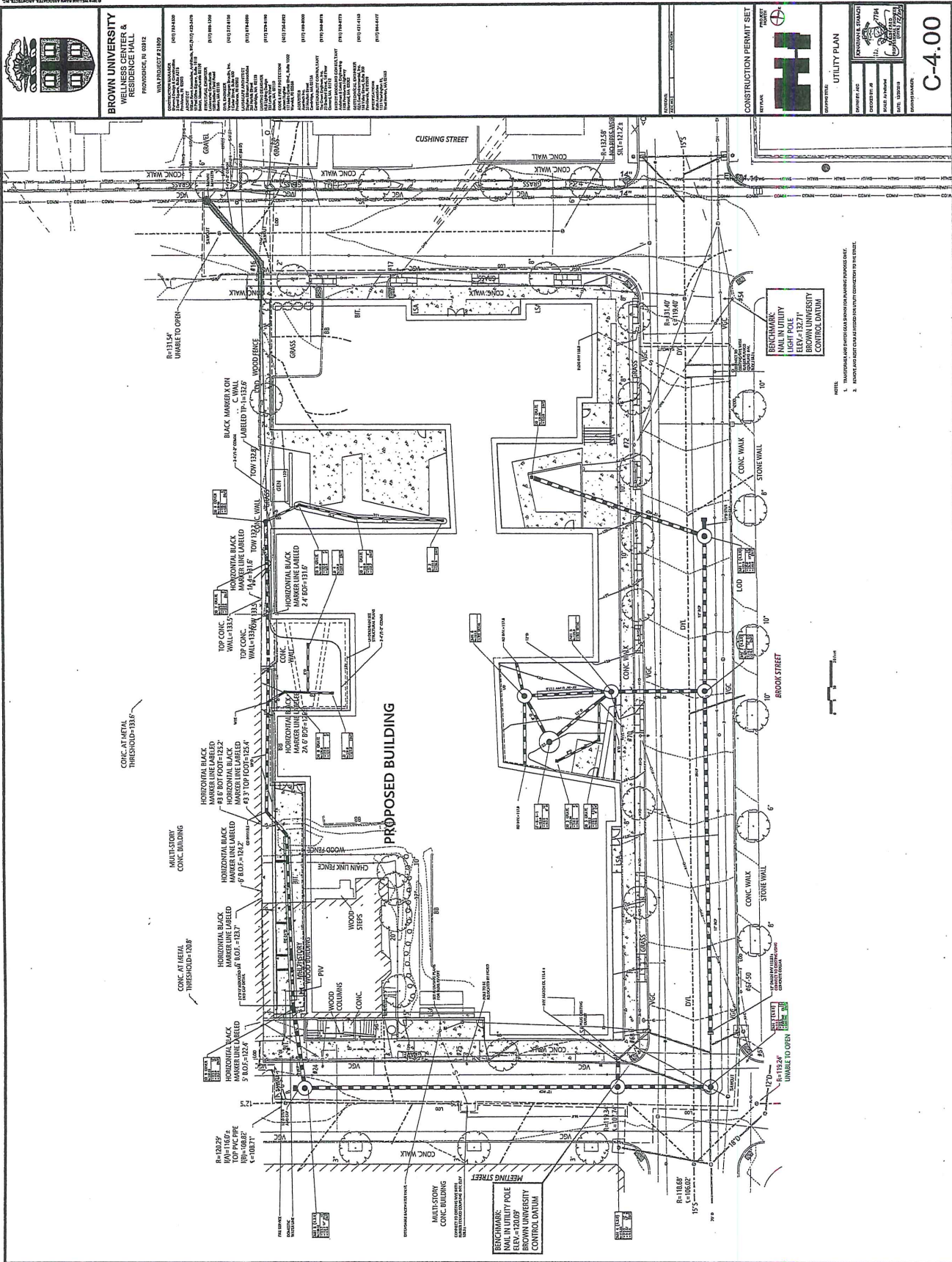


NOTES:
CROSS-HATCHED AREA
(A-B-C-D-E-F-G-H-I-J-K-A)
INDICATES PROPOSED
COMMUNICATIONS EASEMENT
TOTAL SQUARE FOOTAGE=104±

Parcel Line Data		
NUMBER	BEARING	DISTANCE
L1	N 46°26'20" W	25.16'
L2	N 84°23'48" E	2.54'
L3	N 5°36'12" W	5.00'
L4	S 84°23'48" W	4.00'
L5	N 5°36'12" W	3.63'
L6	S 46°26'20" E	25.24'



CITY OF PROVIDENCE, R. I.
Public Works Dept — Engineering Office
Showing proposed easement for a portion
of Cushing Street
Drawn by VHB Checked By _____
Scale 1"=30' Date Dec. 5, 2019
Correct _____ Associate Engr.
Approved William C. Farnham CHIEF ENGINEER



Leo J. Perrotta
Director



Jorge O. Elorza
Mayor

DEPARTMENT OF PUBLIC WORKS
"Building Pride in Providence"

MEMO

TO: SHERI PETRONIO, DEPUTY CITY CLERK
FROM: NATALE D. URSO, PE, PTOE, TRAFFIC ENGINEER
DATE: MAY 26, 2020

NDA

Re:

Petition from Andrew M. Teitz, Esquire, AICP, Ursillo, Teitz & Ritch, Ltd., 2 Williams Street, Providence, Rhode Island 02903-2918, requesting a permanent easement over a portion of Cushing Street.

XC: Leo J. Perrotta , Public Works Director

I have reviewed the request and have no comments relative to Traffic Flow or Safety

Elyse Paré
Tax Assessor

Janesse Muscatelli
Deputy City Assessor



PROVIDENCE A CITY THAT WORKS

Jorge O. Elorza
Mayor

**Finance Department
Office of Tax Assessment**

Department of the City Clerk
Shawn Selleck, City Clerk
25 Dorrance St.
Providence, RI 02903

February 21, 2020

Re: Proposed easement portion of Cushing Street

Dear Mr. Selleck

At your request we have reviewed the plans and information submitted for a proposed easement beginning at a conduit easement previously given to Brown University during 2006. The proposed easement will run from that easement across Cushing Street and enter at the current lot lines between assessor's plat 13 lots 32 and 33.

Based on the information provided, the easement will contain a total of 104 ft.²±. The easement itself will be subterranean and the documents received provide us with no information as to whether or not there will be a surface easement for purposes of construction and/or any other additional temporary easements. Therefore our intention is to value the 104 ft.² as a subterranean easement only. Our analysis indicates that the land within the subject locus is valued at \$45 per square foot therefore 104 ft.²± times \$45 equals \$4680. Since the easement is subterranean 50% of its value would be appropriate, there for the value of this easement in our opinion would be a total of \$2340.

We hope this information is useful for your consideration we may be of any further assistance please do not hesitate to contact us.

Respectfully submitted

Elyse Paré
Tax Assessor

City of Providence Assessor's Office • City Hall, Room 208
25 Dorrance St • Providence RI 02903 • (401) 680-5229
providenceri.com/assessor



April 29, 2020

Sheri A. Petronio, Second Deputy City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

VIA Email: Spetronio@providenceri.gov and US Mail

Re: Petition for a Permanent Easement Over a Portion of Cushing Street

Dear Ms. Petronio:

Please be advised that after review, it has been determined that National Grid has no objection to the proposed easement and no special conditions or requirements.

Please call me if you have any questions.

Very truly yours,

Joyce-Ann Xifaras
Real Estate Representative
National Grid
(401) 784-7513
Joyce-ann.xifaras@national.grid.com

Enclosures: Letter

Cc (Via email): J. Stabach, VHB; A. Teitz, Ursillo Teitz & Ritch Ltd.; L. Spangler, National Grid

PROVIDENCE, RI
DEPT. OF CITY CLERK

2020 MAY -8 5 1: 26



385 Myles Standish Blvd
Taunton, MA 02780

February 26, 2020

City of Providence
Office of the City Clerk
25 Dorrance Street, Rm 311
Providence, Rhode Island 02903

ATTN: Sheri A. Petronio, Second Deputy City Clerk

RE: MEMORANDUM ON PERMANENT EASEMENT ON PORTION OF CUSHING STREET

Dear Ms. Petronio,

Upon investigation it has been determined that Verizon presently has no facilities on said:
Portions of Cushing Street, as presented in said Memorandum.

Verizon will not object to the Easement of said Memorandum, submitted.

Sincerely,

Verizon New England Inc.
Attn: Daryl Crossman - ROW
385 Myles Standish Blvd
Taunton, MA 02780

(774) 409-3191 - Office
(774) 409-3930 - Fax
daryl.crossman@verizon.com - Email

The Narragansett Bay Commission
One Service Road
Providence, RI 02905
401 • 461•8848
401 • 461•6540 Fax
TTY (RI RELAY OPERATOR) 711

<http://www.narrabay.com>



Rep. Vincent J. Mesolella
Chairman

Laurie A. Horridge
Executive Director

February 28, 2020

Shawn Selleck, City Clerk
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

**Re: Brown University-Wellness Center & Residence Hall
Permanent Easement
Cushing Street (portion of), Providence
Utility Notification/Verification**

Dear Mr. Selleck:

We have reviewed the above-referenced plans sent with your letter dated 10 February 2020. The Narragansett Bay Commission does not have any facilities in this area.

If you have any questions regarding this matter, please feel free to contact me anytime at (401) 461-8848 extension 362.

Sincerely,

David C. Bowen, P.E.
Engineering Manager
Narragansett Bay Commission

RECEIVED BY
PROVIDENCE CITY CLERK
5050 HWY -1 B 15:30

Cc: Andrew M. Teitz, Esq., AICP, Ursillo, Teitz & Ritch, Ltd.