

RESOLUTION OF THE CITY COUNCIL

No. 362

Approved June 13, 2002

RECEIVED
CITY OF PROVIDENCE
JUN 13 2002
CITY CLERK'S OFFICE

IT IS HEREBY RESOLVED, That His Honor, The Mayor, is authorized to grant a non-exclusive sub-surface easement below Manton Avenue and SansSouci Drive in the City of Providence to Fibertech Network ("Fibertech"). Said easements shall be granted specifically upon the following provisions:

1. Said easement shall be utilized only for the installation and maintenance of fiber optic conduit. Said easement shall not exceed the area of one hundred forty-seven feet by two feet by three feet and indicated by the cross-hatched area on the accompanying maps 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 is 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. Additionally, said easement shall be for a term of not more than twenty (20) years.

4. Fibertech shall tender the sum of Five Hundred Ninety Dollars (\$590.00) in legal tender of the United States of America.

5. Any breakout necessary for installation and/or repair, maintenance or replacement of the within 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 an electrical mechanism shall be approved by the Director of the Department of Inspections & Standards.

8. Fibertech 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. Fibertech 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.

IN CITY COUNCIL

MAY 16 2002

And Referred Back
To The Committee on

PUBLIC WORKS

Richard R. Menest CLERK

MAR 7 2002

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution

Ann M. Steen
5-6-02 Clerk

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution

Ann M. Steen
5-23-02 Clerk

From the Clerk's Desk

9. Fibertech 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. Fibertech shall supply the City of Providence with an insurance policy naming said City of Providence, its agents, officers, servants and employees as additional-named insured 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. Fibertech shall not lay, construct or affix to the realty any temporary or permanent structure other than that described earlier herein.

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

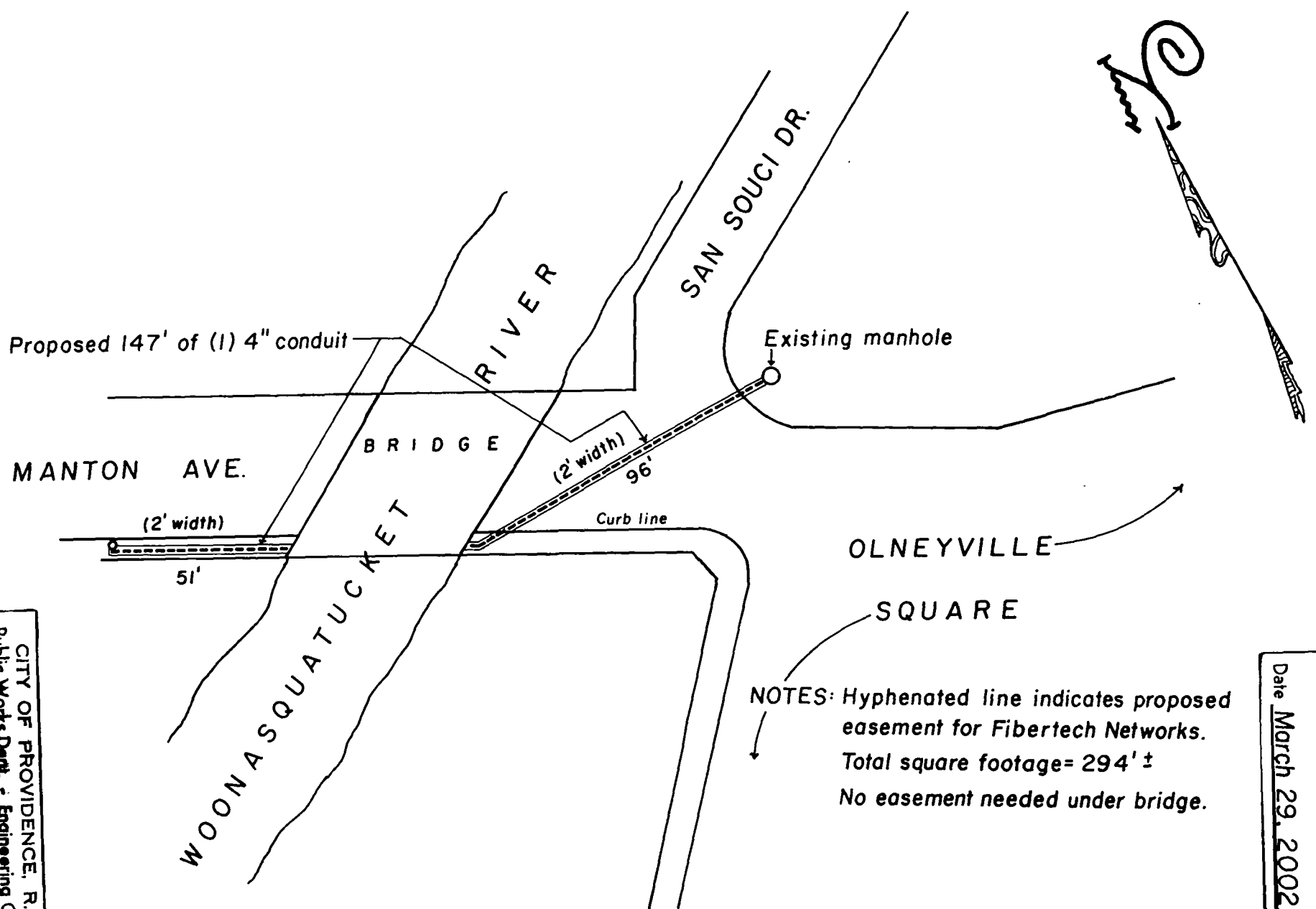
13. Fibertech shall repave all excavated roadways in accordance with relevant ordinances, industry standards and to the reasonable satisfaction of the Director of Public Works and Fibertech, its successors and assigns, shall guarantee the fitness of said repairing and shall make, at its own cost, all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

14. 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 easement granted herein and upon the ninety (90) days notice hereinbefore mentioned, Fibertech shall, at its own expense, remove said improvements to the easement area.

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

IN CITY COUNCIL
JUN 6 2002
READ AND PASSED
PRES.
CLERK

APPROVED
JUN 13 2002
MAYOR



NOTES: Hyphenated line indicates proposed easement for Fibertech Networks.
 Total square footage = 294' ±
 No easement needed under bridge.

PROVIDENCE, R. I.
 R. M. DEPT. - ENGINEERING OFFICE
 STREET LINE SECTION
 Plan No 064715
 Date March 29, 2002

CITY OF PROVIDENCE, R. I.
 Public Works Dept. - Engineering Office
 Showing proposed easement on Manton Ave.
 for Fibertech.
 Drawn by A. Zisades Checked by JEC
 Scale 1" = 40' Date 3/29/2002
 Corrected J. M. M. Associate Engr.
 Approved J. T. C. CHIEF ENGINEER

Edgar Paxson, AIA
Acting Director

Vincent A. Cianci, Jr.
Mayor



Department of Inspection and Standards
"Building Pride In Providence"

DATE: 4-2-02

TO: Claire E. Bestwick,
First Deputy City Clerk

FROM: Edgar Paxson, *EP*
Acting Director

RE: Parkside Utility Construction Corp. petition
to install conduit in various streets

The referenced project is located in rights of way has negligible impact on parcels under this Department's jurisdiction, and therefore this Department has no objection to this project.

HENRY E. KATES
Chairman

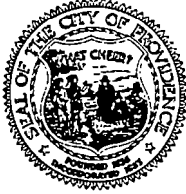
LESLIE A. GARDNER
Vice Chairwoman

ROBERT H. MONTECALVO
JOSE V. MONTEIRO
MICHAEL A. SOLOMON
Members

RONALD W. ALLEN
LUIS A. APONTE
Councilmen

SAMUEL J. SHAMOON
Executive Director

SAMUEL J. SHAMOON
Secretary



VINCENT A. CIANCI, JR.
Mayor

PROVIDENCE REDEVELOPMENT AGENCY

"Building Pride in Providence"

MEMORANDUM

DATE: April 29, 2002

TO : Michael Clement, City Clerk

FROM: William G. Floriani, Assistant Director
Project Management and Construction

RE : Easement Values

Pursuant to your request, I have visited the sites listed below. The purpose was to determine Fair Market Value of the easements.

1. **Thurbers Avenue and Prairie:** The easement requested is a 2' wide strip. The area is zoned C-2 and contains 189 sq. ft. The value of \$8.00 per ft is reduced by 75%.
189 sq. ft. @ \$2.00 per ft = \$380.00
2. **Washington and Empire St.:** The easement requested is 77' of 4" conduct in a 2' wide strip. The area is zoned D-150 and contains 163 sq. ft. The value of \$60.00 per ft. is reduced by 85%.
163 sq. ft. @ \$9.00 per ft. = \$1,467.00
3. **Manton Avenue and San Souci Dr.:** The easement requested is 147' of 4" conduct in a 2' wide strip. The area is zoned C-2 and contains 294 sq. ft. The value is reduced by 75%.
294 sq. ft. @ \$2.00 = \$590.00

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

Director



VINCENT A. CIANCI, JR.

Mayor

Department of Public Works

"Building Pride In Providence"

April 1, 2002

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

Re: Petition of Anthony Rosciti, V.P., Parkside Utility Const. Corp., Requesting Permission to Install Conduit on Various Streets in Providence, Namely Manton Ave. & Prairie Ave., and also Requesting Permission for the Installation of a Manhole at the Intersection of Empire & Washington Sts.

Dear Councilman Clarkin:

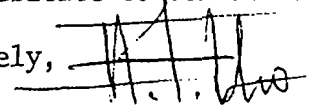
This Department has no objection to the above-captioned "Easement Requests" by Parkside Utility Const. Corp., in accordance with the following plans entitled "Providence, R.I., P.W. Dept.-Engineering Office, Street Line Section, Plan No. 064715, Date: 3/29/02--Proposed Easement on Manton Ave. for Fibertech; Plan No. 064714, Date: 3/29/02--Proposed Easement on Washington St. & Empire St. for NEESCOM; Plan No. 064713, Date: 3/29/02--Proposed Easement on Prairie Ave. for NEESCOM.

Easement area on Plan No. 064715 is designated as hyphenated line for Fibertech Networks. Total Square Footage is 294'+; No Easement Needed Under Bridge. Easement area on Plan No. 064714 is noted as hyphenated line showing proposed easement for NEESCOM, Total Square Footage is 163'+; Easement Area on Plan No. 064713 is designated as hyphenated line for NEESCOM, Total Square Footage is 189'+.

Manton Ave.	-Proposed Installation of 147' of 4" conduit, Trench 2' wide;
Empire St.	-Proposed Installation of 77' of 4" Conduit, " " "
- " " " " "	of 1 ea. Manhole (3x3x3)
Prairie Ave.	- " " " " " of 90' of 4" conduit, Trench 2' side
- " " " " "	of 1 ea. Manhole (3x3x3)

If we can further assist in this regard, please do not hesitate to contact me.

Sincerely,


Ferdinand C. Ihenacho, P.E.
Director

CC: P. McLaughlin, Esq.
J. D'Amico, Esq.
M. Clement -City Clerk ✓
G.F.
JLC
SZ

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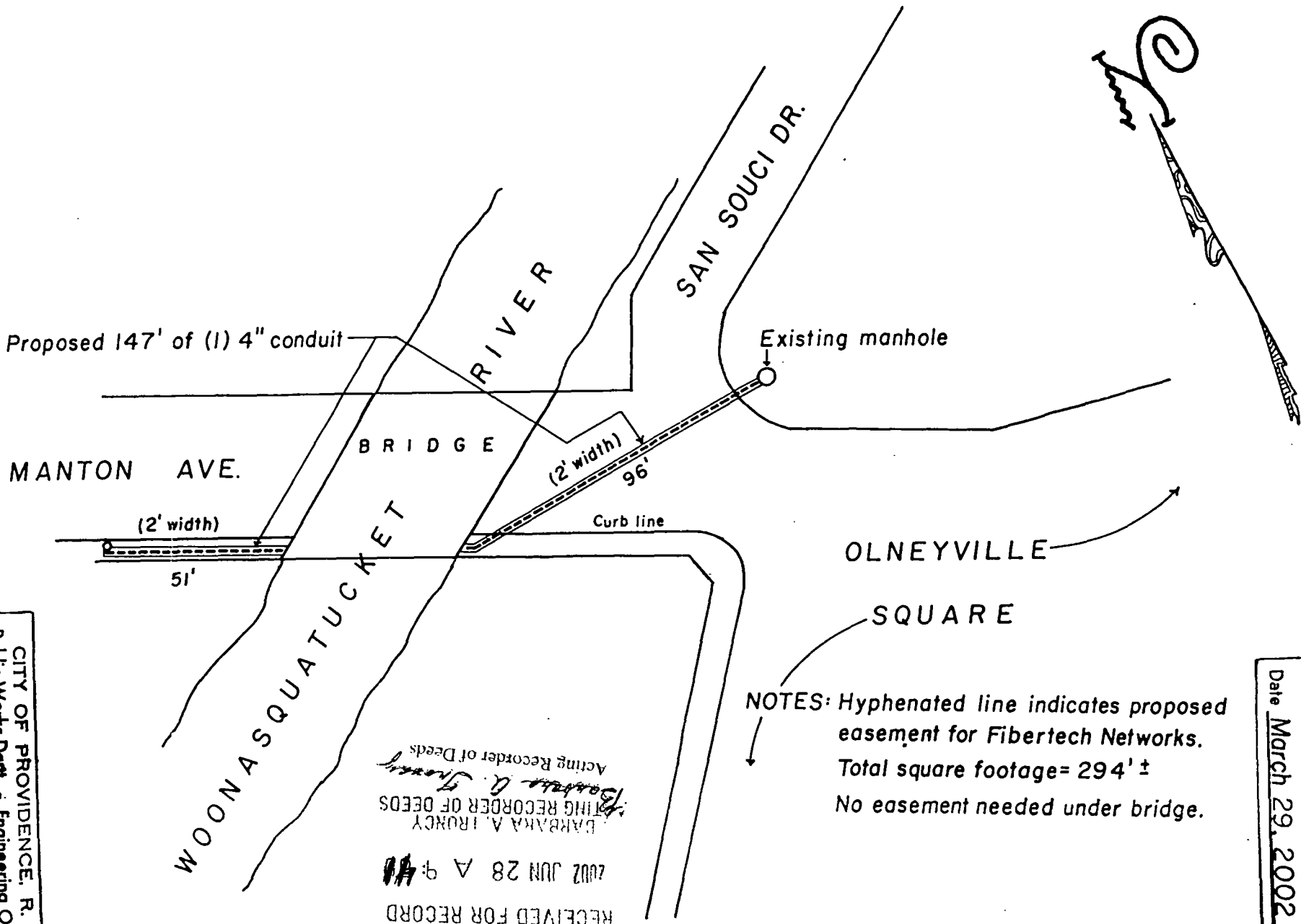
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IN CITY COUNCIL
JUN 16 2002
READ AND PASSED
PRES.
Michael R. Clement
CLERK

APPROVED
JUN 13 2002
Mayor
Michael R. Clement
City Clerk



NOTES: Hyphenated line indicates proposed easement for Fibertech Networks.
Total square footage = 294' ±
No easement needed under bridge.

PROVIDENCE, RI
RECEIVED FOR RECORD
JUN 28 9:41 AM
BARBARA A. IRONBY
ACTING RECORDER OF DEEDS
Barbara A. Ironby
Acting Recorder of Deeds

PROVIDENCE, R. I.
R.I. DEPT. - ENGINEERING OFFICE
STREET LINE SECTION
Plan No 064715
Date March 29, 2002

CITY OF PROVIDENCE, R. I.
Public Works Dept. - Engineering Office
Showing proposed easement on Manton Ave.
for Fibertech.
Drawn by A. Zisides Checked by *DEC*
Scale 1" = 40' Date 3/29/2002
Correct *Barbara A. Ironby* Associate Engr.
Approved *[Signature]* CHIEF ENGINEER

5210 / 199-202

PROVIDENCE, RI
RECEIVED FOR RECORD

2002 JUN 28 A 9:40

BARBARA A. TROICY
ACTING RECORDER OF DEEDS

2581