

RESOLUTION OF THE CITY COUNCIL

No. 482

Approved August 15, 1994

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

WHEREAS, the Narragansett Electric Company is the owner in fee of the real estate subservient to the easement; and

WHEREAS, under the terms of said easement, Narragansett Electric Company may utilize the easement area provided that said use does not interfere with the integrity of the Hurricane Barrier; and

WHEREAS, Narragansett Electric Company seeks to construct a utility bridge over and through said easement; and

WHEREAS, based upon the information supplied to the Council Committee on Public Works, it does not appear that the proposed construction will adversely impact upon the Hurricane Barrier,

IT IS RESOLVED:

1. Narragansett Electric Company is authorized to construct a utility bridge over and through the so-called Providence Hurricane Barrier provided, however:

(a) Narragansett Electric Company 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.

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

(c) Narragansett Electric Company shall execute, in a form satisfactory to the City Solicitor, an indemnification and hold harmless agreement protecting the City of Providence, its agents, successors, employees, and assigns, from any claim or demand arising out of the design, construction, maintenance or existence of said utility bridge.

THE COMMITTEE OF

PUBLIC WORKS

Approves Passage of
The Within Resolution

Barbara A. Garrison

Chair

7/14/94 Clerk

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

IN CITY COUNCIL
AUG 4 1994
READ AND PASSED
James H. ...
PRES.
Michael R. Clement
CLERK

APPROVED
AUG 15 1994
Vincent A. Cianci
MAYOR

Please reply to: One Old Stone Square
Providence, Rhode Island 02903
Telephone 401 456-1200
Fax 401 456-1210

303 Congress Street, 5th floor
Boston, Massachusetts 02210
Telephone 617 261-0555
Fax 617 261-9709

Courthouse Law Plaza
750 Southeast Third Avenue
Suite 100
Fort Lauderdale, Florida 33316
Telephone 305 467-5700
Fax 305 467-6784

TILLINGHAST COLLINS & GRAHAM
COUNSELORS AT LAW

July 13, 1994

BY HAND DELIVERY

Providence City Council
c/o Michael R. Clement
City Clerk
City Hall
25 Dorrance Street
Providence, RI 02903

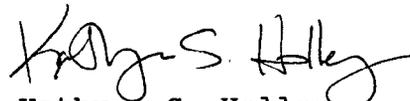
Re: The Narragansett Electric Company
("Narragansett") - Manchester Street Station
Repowering Project

Council Members:

I am enclosing for filing an original and twenty-two (22) copies of a Petition on behalf of The Narragansett Electric Company and an original set of final plans for construction. The Petition seeks approval for the construction of a utility bridge over the Fox Point Hurricane Barrier as part of the Manchester Street Station Repowering project. The Council approved conceptually the utility bridge by Resolution dated April 13, 1992.

Narragansett has been advised by the City Solicitor's Office that this matter will be placed on the Public Work Committee's meeting agenda tomorrow evening, July 14, 1994.

Sincerely,


Kathryn S. Holley

ABP/lln
Enclosures
WPPF/2543

PROCESSED
JUL 12 9 20 AM '94

**THE COMMITTEE ON
PUBLIC WORKS**

**Approves Passage of
The Within Resolution**

Barbara A. Poirier

Chairman

7/14/94 Clerk

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 Narragansett Electric Company ("Narragansett") respectfully petitions the City Council for final approval of plans of proposed construction by Narragansett on and over the Fox Point Hurricane Barrier Easement consisting of a utility bridge.

On April 10, 1961, Narragansett conveyed an easement to the City of Providence for construction of the Fox Point Hurricane Barrier which bisects Narragansett's Manchester Street Station Site. The easement reserved to Narragansett certain rights and privileges over the easement property. (A copy of the easement is attached hereto as Exhibit A). The exercise of such reserved rights is subject to review and approval of plans by the City, such approval not to be unreasonably withheld.

On December 13, 1991, Narragansett petitioned the City Council for conceptual approval for several jurisdictional activities associated with the Manchester Street Station Repowering Project, including construction of the utility bridge. (A copy of the Petition is attached hereto as Exhibit B.) The utility bridge is a heavy steel framework which supports oil, steam and water pipelines, and electrical supply and control cables which need to cross the barrier from the station building north of the barrier to facilities to the south.

On April 13, 1992, the City Council gave its approval "in concept" to the petition conditioned upon, among other things, Narragansett's submission to the council of final plans once available. (A copy of the City Council's resolution is attached hereto as Exhibit C.)

Narragansett has provided final plans for construction of the utility bridge over the Hurricane Barrier Easement to the Department of Public Works Superintendent of the Hurricane Barrier (DPW) and the Army Corps of Engineers (COE). Representatives of Narragansett have met with COE and DPW and have provided supporting information in response to COE requests. With submission of this information, Narragansett believes all concerns have been addressed. (Copies of the final plans are attached hereto as Exhibit D). Therefore, Narragansett requests that the City Council approve the final plans for construction of the utility bridge.

Respectfully submitted,

THE NARRAGANSETT ELECTRIC
COMPANY

By its Attorneys,

Andrew B. Prescott (1994)

Kathryn S. Holley

Andrew B. Prescott
Kathryn S. Holley
One Old Stone Square
Providence, Rhode Island 02903
(401) 456-1200
(401) 456-1210 (FAX)

Dated: July 13, 1994

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 $18^{\circ} 22' 02''$ 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 $90^{\circ} 00' 00''$ counterclockwise and running North $71^{\circ} 37' 58''$ 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 $233^{\circ} 38' 53''$ counterclockwise and running North $17^{\circ} 59' 05''$ 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 $110^{\circ} 25' 07''$ counterclockwise and running North $87^{\circ} 33' 58''$ 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 $285^{\circ} 56' 00''$ counterclockwise and running North $18^{\circ} 22' 02''$ 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 $74^{\circ} 04' 00''$ counterclockwise and running North $87^{\circ} 33' 58''$ 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 $269^{\circ} 17' 05''$ counterclockwise and running North $01^{\circ} 43' 07''$ 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 $71^{\circ} 07' 12''$ 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

Notary public

(Seal)

My Commission Expires
June 30, 1961

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 Narragansett Electric Company ("Narragansett") respectfully petitions the City Council for (i) conceptual approval for proposed construction by Narragansett on and over the Fox Point Hurricane Barrier easement which bisects Narragansett's Manchester Street Station site and (ii) approval for the removal of above-ground oil storage tanks and construction of a new oil tank.

1. On April 10, 1961, Narragansett conveyed an easement to the City of Providence for construction of the Fox Point Hurricane Barrier and reserved unto itself certain rights and privileges over the easement property. The exercise of such reserved rights is subject to review and approval of plans by the City. Narragansett proposes to repower the existing Manchester Street generating station by constructing additional facilities on the site. Narragansett has discussed the conceptual plans for construction over and within the Hurricane Barrier easement with the Department of Public Works and the Superintendent of the Hurricane Barrier and respectfully requests that the Council give conceptual approval to these plans. Additionally, Narragansett requests that the Council delegate to the Director of the Department of Public Works the review and approval of final plans.

2. Narragansett also proposes to remove the two existing 42,500 barrel (bbl) fuel tanks which are located north of the Hurricane Barrier between the existing facility and the Hurricane Barrier, convert the existing 136,000 barrel tank which is located south of the Barrier from no. 6 oil storage to no. 2 oil storage and construct a new 25,000 barrel tank also south of the Hurricane Barrier and directly west of the 136,000 barrel tank. The net result of these changes will be an approximate 60,000 barrel reduction in the fuel storage capacity on the site. Narragansett requests that the Council approve the construction of the new tank and use of the existing and new tanks for storage of no. 2 fuel oil.

Respectfully, submitted,

THE NARRAGANSETT ELECTRIC
COMPANY

By its Attorneys,

TILLINGHAST COLLINS & GRAHAM



Peter V. Lacouture
One Old Stone Square
Providence, RI 02903
(401) 456-1200

Dated: December 13, 1991.

EXHIBIT B

RESOLUTION OF THE CITY COUNCIL

No. 165

Approved April 13, 1992

WHEREAS, the Narragansett Electric Company has communicated with the City Council and has subsequently filed a Petition to said body;

WHEREAS, in said Petition the Narragansett Electric Company has sought "conceptual" approval of certain proposed alterations at its Manchester Street facility;

WHEREAS, the Petitioner has sought conceptual approval because of the serialized nature of the proposed rehabilitation;

WHEREAS, in said Petition the Narragansett Electric Company has sought "conceptual" approval of certain proposed alterations at its Manchester Street facility;

WHEREAS, the Petitioner has explained to the appropriate Council Committee the necessity of said conceptual approval of the proposed rehabilitation while it has recognized the need of presenting the Council with a final or definitive plan manifesting the full scope and extent of the rehabilitation;

NOW THEREFORE BE IT RESOLVED, that the Petitioner, the Narragansett Electric Company, is given approval of the Council "in concept" to the alterations including relocation of petroleum product storage at its Manchester Street situs, to the extent such plans were presented to the City Council Committee on Public Works. Said approval is specifically conditioned upon:

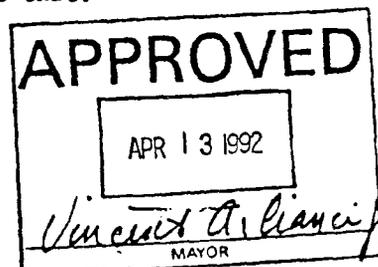
1. The Petitioner commencing rehabilitation in the scope and manner presented before the City Council Committee on Public Works;
2. The Petitioner further proceeding under such plans as presented, both orally and documentarily to the said Committee;
3. The Petitioner's acknowledgment that:

IN CITY COUNCIL

APR 2 1992
READ AND PASSED

William T. Fagnolo
PRES.
Richard K. Vincent
CLERK

EXHIBIT C



a.) The within approval is both conditional and conceptual;

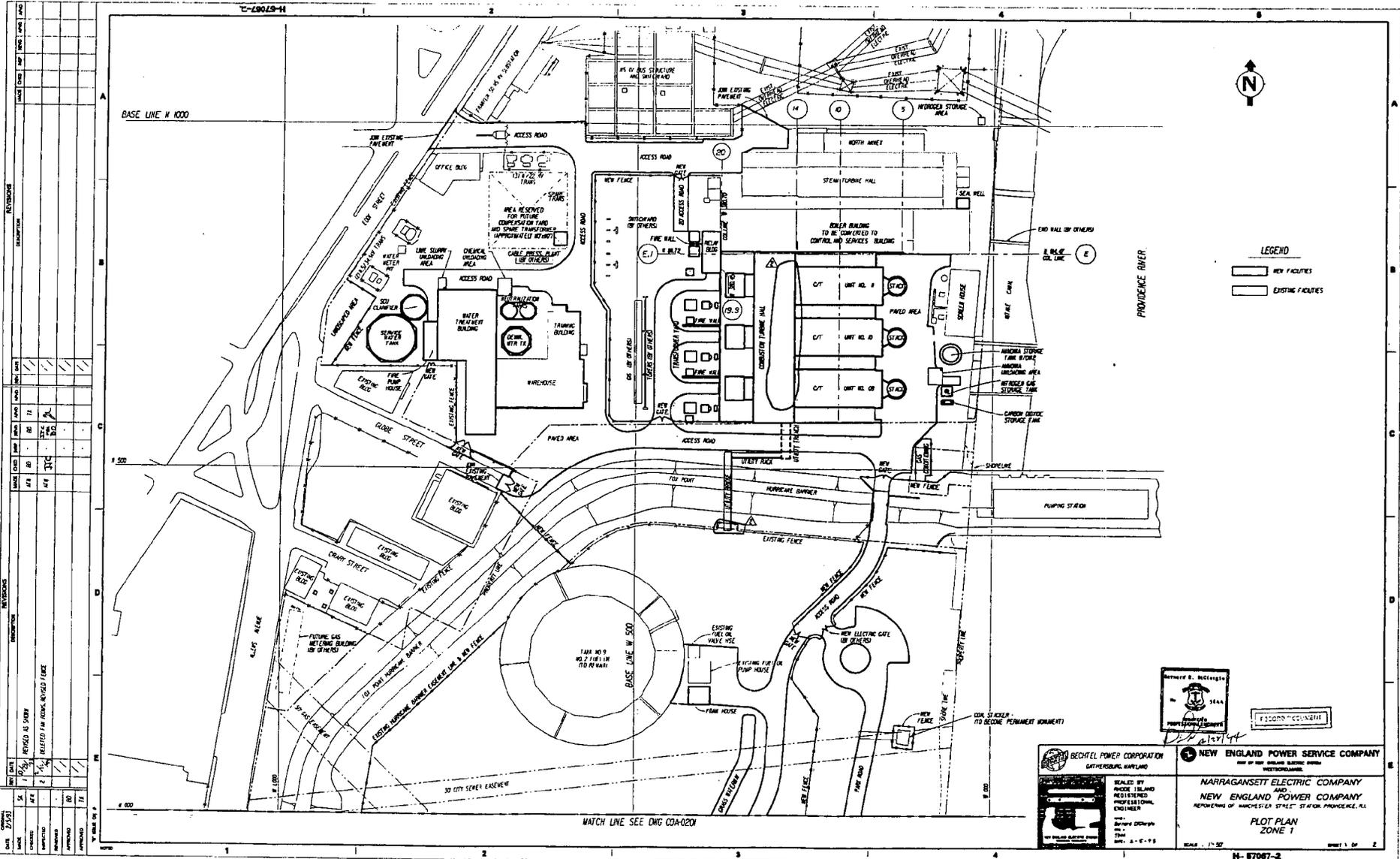
b.) the Petitioner proceeding hereunder manifests that acknowledgment and agrees that it shall re-petition the City Council as soon as reasonably practicable subsequent to the creation of more formal plan and/or upon any ~~significant deviation~~ whether in design or scope from those plans presented to the said Committee.

4. During all construction phases of the rehabilitation which affects municipal property or liability, the Petitioner shall provide insurance in an amount not less than One Million (\$1,000,000.00) Dollars listing the City of Providence as an additional-named insured;

5. The Petitioner entering into a indemnification and hold harmless agreement with the City of Providence in such form as may be acceptable to the City Solicitor.

A true copy,
Attest:

Michael R. Clement
Michael R. Clement
City Clerk



| DATE | BY | DESCRIPTION |
|---------|-----|---------------------------|
| 1/15/88 | ... | REVISED AS SHOWN |
| 2/1/88 | ... | REVISED FOR ROAD WIDENING |

| NO. | DESCRIPTION | DATE | BY |
|-----|---------------------------|---------|-----|
| 1 | ISSUED FOR PERMITTING | 1/15/88 | ... |
| 2 | REVISED FOR ROAD WIDENING | 2/1/88 | ... |

BECHTEL POWER CORPORATION
GATHERSBURG, MARYLAND

NEW ENGLAND POWER SERVICE COMPANY
PROVIDENCE, RHODE ISLAND

NARRAGANSETT ELECTRIC COMPANY
AND
NEW ENGLAND POWER COMPANY
MEMBERSHIP OF NARRAGANSETT STREET STATION, PROVIDENCE, RI

SEALING BY
PROVIDENCE ISLAND
REGISTERED
PROFESSIONAL
ENGINEER

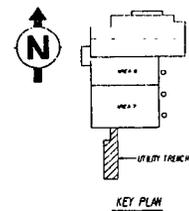
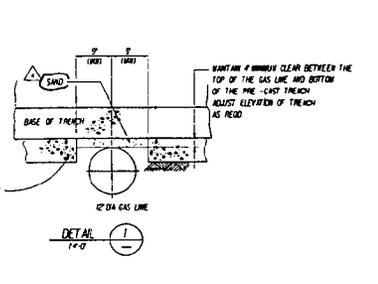
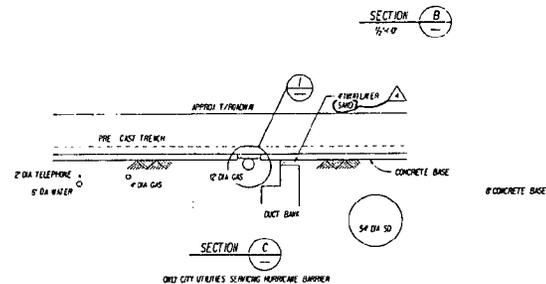
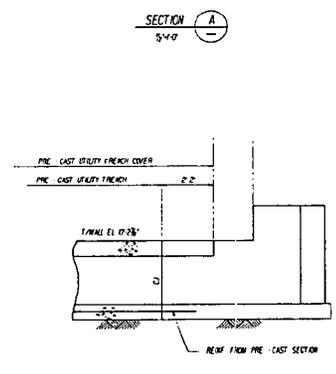
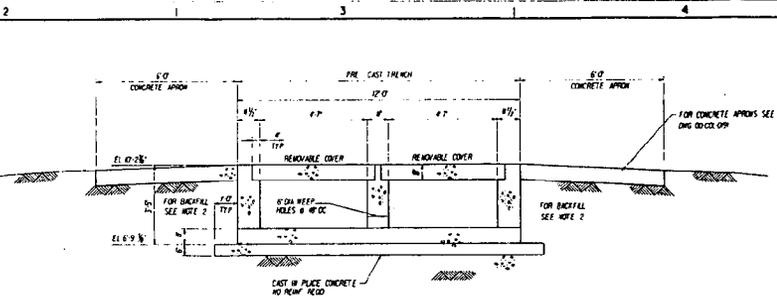
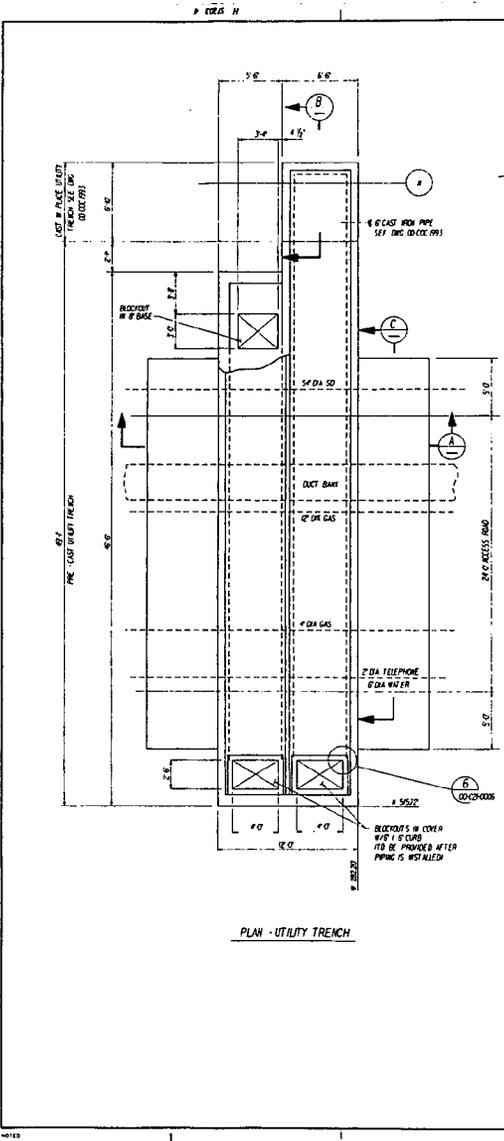
Barbara DeGrupe
P.E.
Date
1-15-88

**PLOT PLAN
ZONE 1**

SCALE: 1" = 50'

NO. 1 OF 2

| REVISIONS | | REVISIONS | |
|-----------|--------|--|-----|
| NO. | DATE | DESCRIPTION | BY |
| 1 | 1/1/84 | RELEASED AND REVISED AS NEEDED | ... |
| 2 | 2/1/84 | NO WORKING PIPES | ... |
| 3 | 3/1/84 | REVISED AS NEEDED | ... |
| 4 | 4/1/84 | REVISED DETAIL AND SYSTEM C. AS NEEDED | ... |

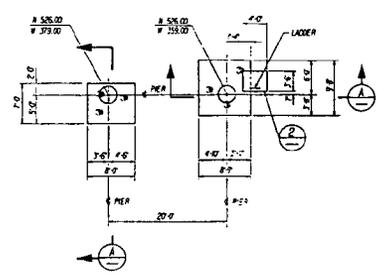
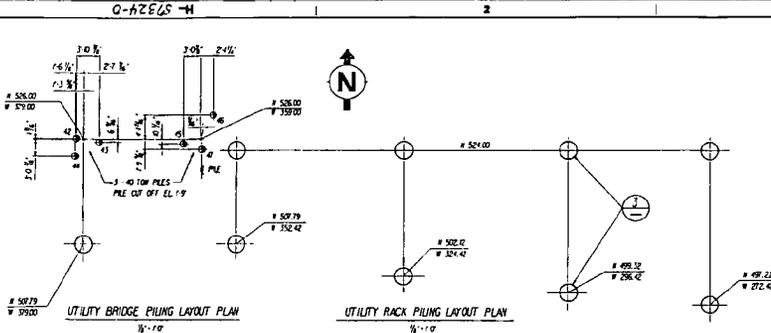


- NOTES**
- PRE-CAST SECTIONS SHALL BE CAST IN ACCORDANCE WITH SPECIFICATION 02300-39
 - BACKFILL AND COMPLETION REQUIREMENTS:
 - AT LEAST 48 HOURS PRIOR TO EXCAVATION, NOTIFY CONTRACTOR OF UTILITIES THAT MAY BE IN THE AREA OF UNDERGROUND INSTALLATIONS. PROVIDE ADEQUATE PROTECTION FOR EXISTING INSTALLATIONS WHEN UNCOVERED.
 - STRUCTURE SHALL BE USED FOR BACKFILLING SHALL BE SELECT GRANULAR MATERIAL CONSISTING OF WELL-SORTED SAND OR GRAVEL, FREE OF ORGANIC MATERIAL, LOAM, SILT, FINE SAND, FINE SILT, FINE SAND, AND OTHER UNDESIRABLE MATERIAL, AND SHALL BE SAND DENSE AND WELL GRADED WITHIN THE LIMITS AS DETERMINED IN ACCORDANCE WITH ASTM D 422.
 - PRIOR TO PLACING, FILL CLEAN THE SURFACE OF ALL TRASH, DEBRIS AND UNSUITABLE MATERIAL.
 - TO BE PLACE STRUCTURAL BACKFILL AGAINST CONCRETE UNTIL THE CONCRETE HAS ATTAINED A STRENGTH EQUAL TO 80 PERCENT OF THE DESIGNED STRENGTH, UP AS REQUIRED.
 - PLACE STRUCTURAL BACKFILL AROUND AND OUTSIDE OF STRUCTURES WITH AN UNCOMPACTED LIFT THICKNESS OF 6 INCHES FOR HAND OPERATED AND 9 INCHES FOR MACHINE COMPACTORS. FILL TO BE COMPACT AIR SECTION OF EARTHWORK UNDER CONSTRUCTION CONTAINING MATERIAL THAT IS 100 WET OR 100 ON DRY UNTIL THE MOISTURE CONTENT OF THE MATERIAL IS BROUGHT WITHIN THE SPECIFIED LIMITS.
 - ALL BACKFILL SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DRY DENSITY PER ASTM D 698.

GENERAL REFERENCE DRAWINGS

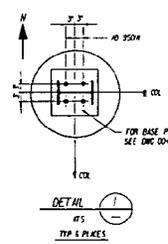
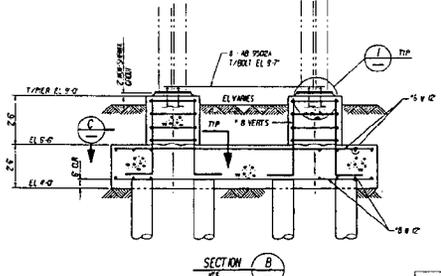
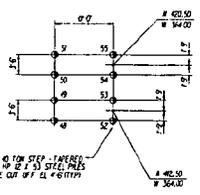
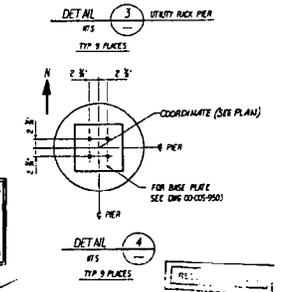
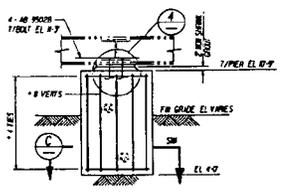
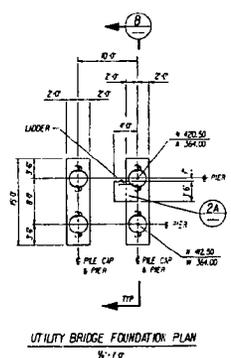
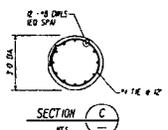
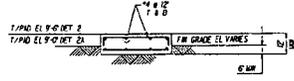
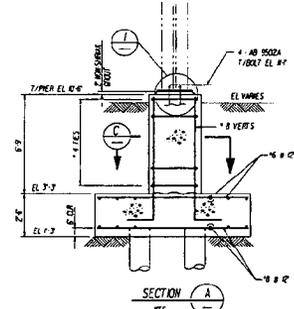
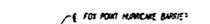
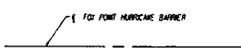
| NEW NO. | BECHTEL NO. | TITLE |
|---------|-------------|--|
| H-5780 | 00P00006 | UNDERGROUND TRENCH PIPING |
| H-5780 | 00E00008 | ELECTRICAL TRENCH PIPING PLAN |
| H-5780 | 00C00004 | STORM WATER SAMPLING GENER & FINE WATER SHEET 2 |
| H-5780 | 00C00003 | CONSTRUCTION TRENCH WALL FOUNDATION SECTS & DETS |
| H-5780 | 00C00009 | FINISHED GRADING AND PAVING DETAILS |

| | |
|--|---|
| | <p>BECHTEL POWER CORPORATION GATHERSBURG, MARYLAND</p> <p>NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBORO, MASS.</p> <p>NARRAGANSETT ELECTRIC COMPANY AND NEW ENGLAND POWER COMPANY MEMBER OF WASHINGTON STREET STATION POWER CO. PA.</p> <p>UTILITY TRENCH LOCATION PLAN</p> <p>SCALE: 1/4" = 1'-0"</p> |
|--|---|



- NOTES**
- FOR PILING NOTES SEE DWG. 00-00-0000
 - FOR CONCRETE GENERAL NOTES SEE DWG. 00-00-0000
 - ALL CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS
 - FOR ANCHOR BOLT DETAILS SEE DWG. 00-00-0000

- GENERAL REFERENCE DRAWINGS**
- | SEC. NO. | BECHTEL NO. | TITLE |
|------------|-------------|---|
| H-5000 | 00-00-0000 | CONCRETE TURNING WALL PILING LAYOUT AREA NO. 8 |
| H-5000 | 00-00-0000 | CIVIL/STRUCTURAL CONCRETE STANDARDS SHEET NO. 8 |
| 00-00-0000 | 00-00-0000 | UTILITY BRIDGE TRUSS FRAMING |
| 00-00-0000 | 00-00-0000 | UTILITY RACK FRAMING |



| ANCHOR BOLT SCHEDULE | | | | | | | | | | | |
|----------------------|-----|------|--------|--------|----|---|---|---|--------|--------|---------|
| MARK | QTY | TYPE | DIA | LENGTH | A | B | C | D | SLEEVE | | REMARKS |
| | | | | | | | | | DIA | LENGTH | |
| AB 9024 | 24 | B | 1 1/2" | 1'-0" | 6" | | | | | | |
| AB 9028 | 16 | B | 3/4" | 1'-0" | 6" | | | | | | |

BECHTEL POWER CORPORATION
GATHERS/PALM HARBOR, FL

NEW ENGLAND POWER SERVICE COMPANY
NEW ENGLAND POWER SERVICE COMPANY
NARRAGANSETT ELECTRIC COMPANY
AND
NEW ENGLAND POWER COMPANY
MEMBERS OF MANCHESTER STREET STATION PROVIDENCE, RI

UTILITY BRIDGE
PILING AND CONCRETE FOUNDATIONS
PLANS, SECTIONS AND DETAILS

SCALE: 1/4" = 1'-0"

0-11865-11

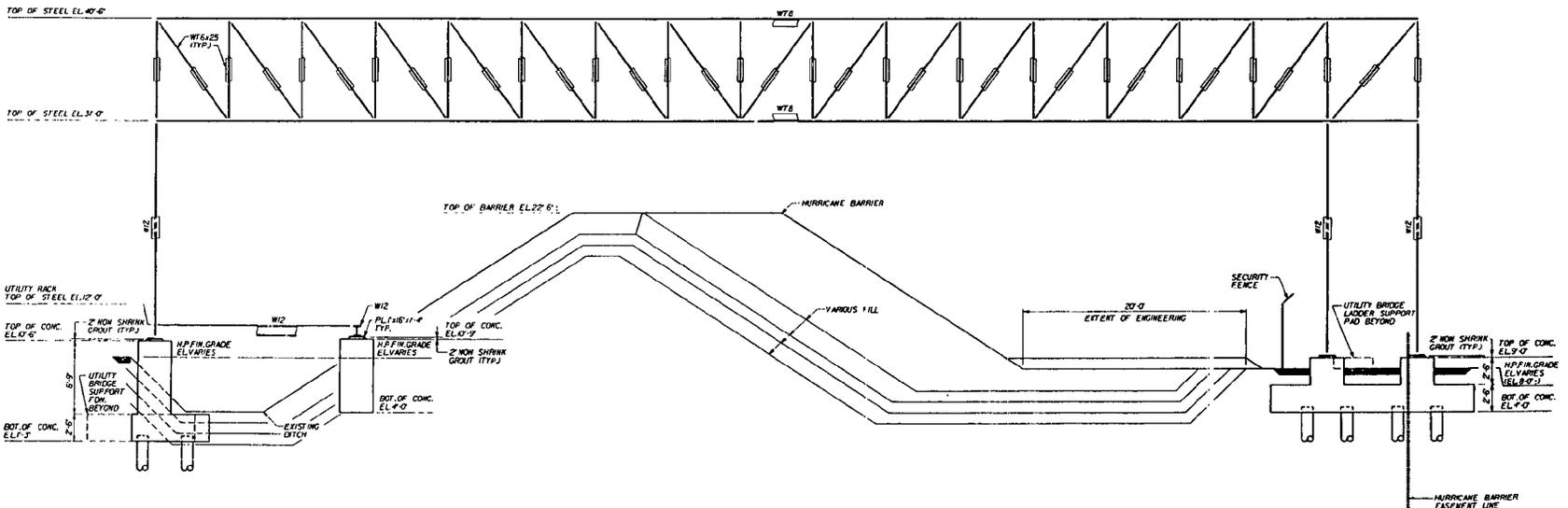
2

3

4

5

NOTES:
1. UNLESS OTHERWISE NOTED, ELEVATIONS ARE FROM MEAN HIGH WATER.



ELEVATION - THRU UTILITY BRIDGE
LOOKING EAST

- REFERENCE DRAWINGS:
- FP-1176 TYPICAL LAND OWE SECTIONS
 - H-52340 UTILITY BRIDGE PILING, CONC. AND STEEL PLANS, SECTIONS AND DETAILS
 - 005-9502 UTILITY BRIDGE TRUSS FRAMING SECTIONS & DETAILS
 - 005-9503 UTILITY BRIDGE FRAMING SECTIONS, PLANS & DETAILS
 - B-4252-1 SITE PLAN, REFERENCE SKETCH
 - B-12693 VENDOR LAYOUT DWG.

| | | | | |
|-----|------|----|------|-------|
| NO. | DATE | BY | CHKD | DESCR |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |
| 31 | | | | |
| 32 | | | | |
| 33 | | | | |
| 34 | | | | |
| 35 | | | | |
| 36 | | | | |
| 37 | | | | |
| 38 | | | | |
| 39 | | | | |
| 40 | | | | |
| 41 | | | | |
| 42 | | | | |
| 43 | | | | |
| 44 | | | | |
| 45 | | | | |
| 46 | | | | |
| 47 | | | | |
| 48 | | | | |
| 49 | | | | |
| 50 | | | | |

FOR PERMITTING ONLY

NEW ENGLAND POWER SERVICE COMPANY
PART OF NEW ENGLAND ELECTRIC SYSTEM
MEMPHIS, TENNESSEE

NARRAGANSETT ELECTRIC COMPANY
AND
NEW ENGLAND POWER COMPANY
PERFORMING OF WINCHESTER STREET STATION PRODUCE PL.

UTILITY BRIDGE ELEVATION LOOKING EAST

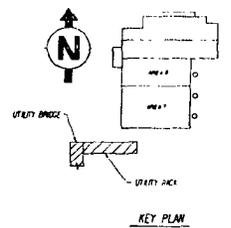
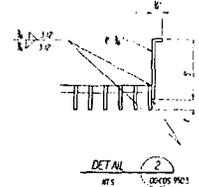
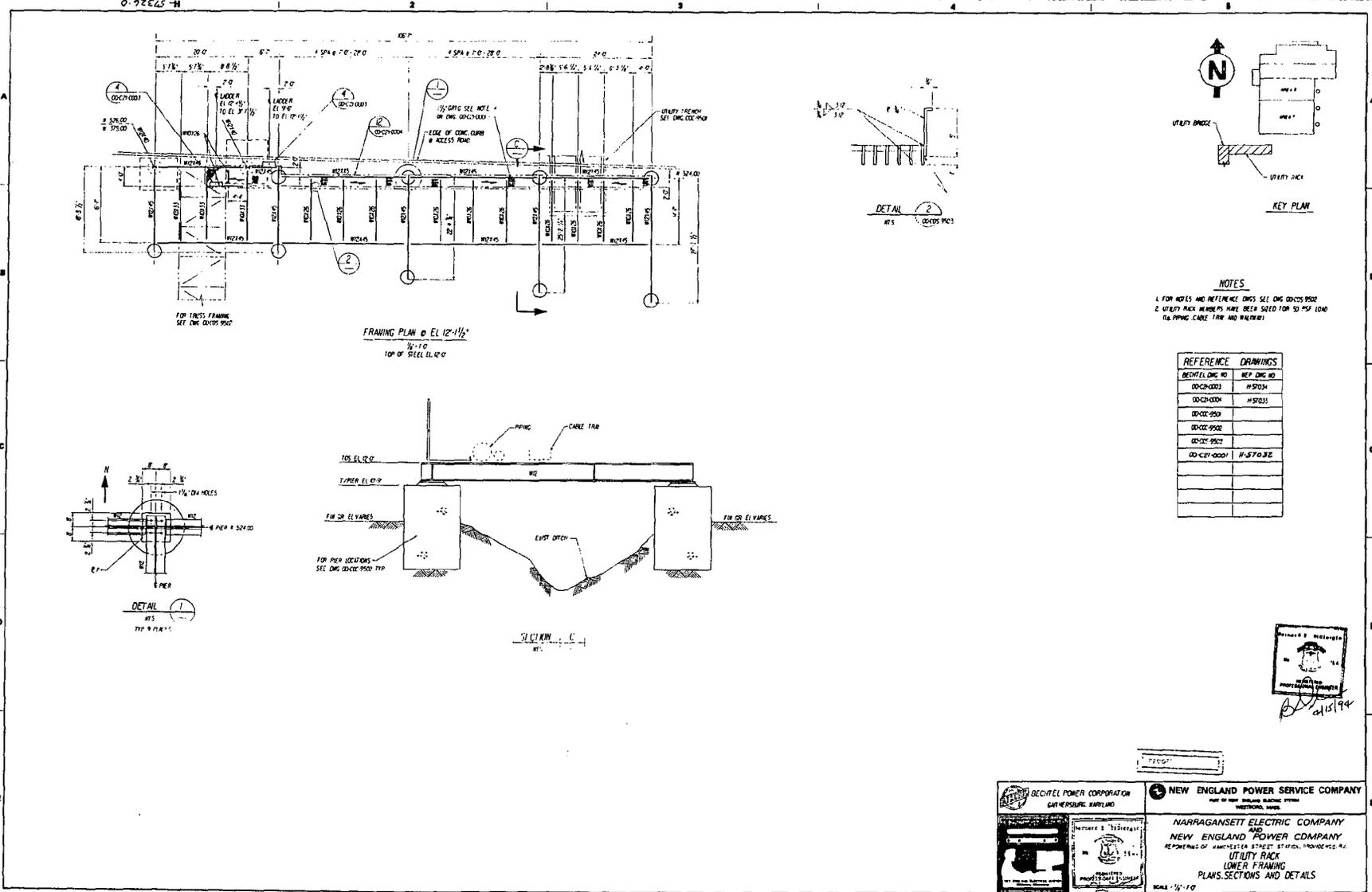
SCALE: 3/4" = 1'-0"

H-59811-0

DATE: 11/10

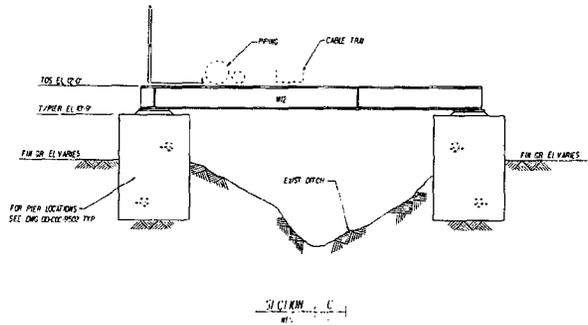
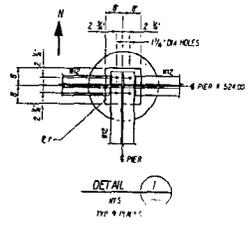
PROJECT: 01

CREATED: 05/03/01
UPDATED: 02/04/03
PLOTTED: 02/04/03
CAD FILE: H59811.DWG



- NOTES**
- FOR NOTES AND REFERENCE DINGS SEE DWG. COS-9502
 - UTILITY RACK MEMBERS HAVE BEEN SIZED FOR 50 PSF LOAD (A. PIPING, CABLE TOW AND WALKWAYS)

| REFERENCE DWG. | REF. DWG. NO. |
|----------------|---------------|
| DC-CR-001 | H-5704 |
| DC-CR-004 | H-5705 |
| DC-CE-001 | H-5702 |
| DC-CE-002 | H-5703 |
| DC-CE-003 | H-5706 |
| DC-CE-004 | H-5707 |
| DC-CE-005 | H-5708 |
| DC-CE-006 | H-5709 |
| DC-CE-007 | H-5710 |
| DC-CE-008 | H-5711 |
| DC-CE-009 | H-5712 |
| DC-CE-010 | H-5713 |
| DC-CE-011 | H-5714 |
| DC-CE-012 | H-5715 |
| DC-CE-013 | H-5716 |
| DC-CE-014 | H-5717 |
| DC-CE-015 | H-5718 |
| DC-CE-016 | H-5719 |
| DC-CE-017 | H-5720 |
| DC-CE-018 | H-5721 |
| DC-CE-019 | H-5722 |
| DC-CE-020 | H-5723 |
| DC-CE-021 | H-5724 |
| DC-CE-022 | H-5725 |
| DC-CE-023 | H-5726 |
| DC-CE-024 | H-5727 |
| DC-CE-025 | H-5728 |
| DC-CE-026 | H-5729 |
| DC-CE-027 | H-5730 |
| DC-CE-028 | H-5731 |
| DC-CE-029 | H-5732 |
| DC-CE-030 | H-5733 |
| DC-CE-031 | H-5734 |
| DC-CE-032 | H-5735 |
| DC-CE-033 | H-5736 |
| DC-CE-034 | H-5737 |
| DC-CE-035 | H-5738 |
| DC-CE-036 | H-5739 |
| DC-CE-037 | H-5740 |
| DC-CE-038 | H-5741 |
| DC-CE-039 | H-5742 |
| DC-CE-040 | H-5743 |
| DC-CE-041 | H-5744 |
| DC-CE-042 | H-5745 |
| DC-CE-043 | H-5746 |
| DC-CE-044 | H-5747 |
| DC-CE-045 | H-5748 |
| DC-CE-046 | H-5749 |
| DC-CE-047 | H-5750 |
| DC-CE-048 | H-5751 |
| DC-CE-049 | H-5752 |
| DC-CE-050 | H-5753 |
| DC-CE-051 | H-5754 |
| DC-CE-052 | H-5755 |
| DC-CE-053 | H-5756 |
| DC-CE-054 | H-5757 |
| DC-CE-055 | H-5758 |
| DC-CE-056 | H-5759 |
| DC-CE-057 | H-5760 |
| DC-CE-058 | H-5761 |
| DC-CE-059 | H-5762 |
| DC-CE-060 | H-5763 |
| DC-CE-061 | H-5764 |
| DC-CE-062 | H-5765 |
| DC-CE-063 | H-5766 |
| DC-CE-064 | H-5767 |
| DC-CE-065 | H-5768 |
| DC-CE-066 | H-5769 |
| DC-CE-067 | H-5770 |
| DC-CE-068 | H-5771 |
| DC-CE-069 | H-5772 |
| DC-CE-070 | H-5773 |
| DC-CE-071 | H-5774 |
| DC-CE-072 | H-5775 |
| DC-CE-073 | H-5776 |
| DC-CE-074 | H-5777 |
| DC-CE-075 | H-5778 |
| DC-CE-076 | H-5779 |
| DC-CE-077 | H-5780 |
| DC-CE-078 | H-5781 |
| DC-CE-079 | H-5782 |
| DC-CE-080 | H-5783 |
| DC-CE-081 | H-5784 |
| DC-CE-082 | H-5785 |
| DC-CE-083 | H-5786 |
| DC-CE-084 | H-5787 |
| DC-CE-085 | H-5788 |
| DC-CE-086 | H-5789 |
| DC-CE-087 | H-5790 |
| DC-CE-088 | H-5791 |
| DC-CE-089 | H-5792 |
| DC-CE-090 | H-5793 |
| DC-CE-091 | H-5794 |
| DC-CE-092 | H-5795 |
| DC-CE-093 | H-5796 |
| DC-CE-094 | H-5797 |
| DC-CE-095 | H-5798 |
| DC-CE-096 | H-5799 |
| DC-CE-097 | H-5800 |
| DC-CE-098 | H-5801 |
| DC-CE-099 | H-5802 |
| DC-CE-100 | H-5803 |



Professional Engineer
 License No. 11117
 Date: 01/15/94

BECHTEL POWER CORPORATION
 CATHERINE BARLAND

NEW ENGLAND POWER SERVICE COMPANY
 PART OF NEW ENGLAND ELECTRIC SYSTEM
 TRANSMISSION GROUP

NARRAGANSETT ELECTRIC COMPANY
 AND
 NEW ENGLAND POWER COMPANY
 REPRESENTING OF NARRAGANSETT STREET STATION, PROVIDENCE, RI

UTILITY RACK
 LOWER FRAMING
 PLANS, SECTIONS AND DETAILS

NO. 21730-00-COS-9503
 H-57326-0

RI DEM

401 277 2234

Greg Lechian

City of Providence



Department of City Clerk

Sir or Madam:

The.....

.....

.....

will meet in.....

City Hall,

.....

at o'clock, M.

By order of the Chairman

Michael R. Clement
City Clerk

Individuals requesting interpreter services for the hearing-impaired must notify the office of the Mayor at 751-0203, 48 hours in advance of the hearing date.

Agreement
in demerit
procurator/rep. union's dec

Paris

Construction Mis.

nothing impact on Rly.
" " N.B.C.,

donation of \$1,500.⁰⁰/₀₀
to Petroselli

City of Providence



Department of City Clerk

Sir or Madam:

The.....

.....

.....

will meet in.....

City Hall,

.....

at o'clock, M.

By order of the Chairman

Rose M. Mendonca
City Clerk

City of Providence



Department of City Clerk

Sir or Madam:

The.....

.....

.....

will meet in.....

City Hall,

.....

at o'clock, M.

By order of the Chairman

Rose M. Mendonca
City Clerk

m/ to approve

subject to opinion by
City Solicitor w/ reference
to the necessity of
a public hearing

July 27th removal
of tanks

Brad Sept.

Zoning Bd.

City of Providence



Department of City Clerk

Sir or Madam:

The.....



