

# RESOLUTION OF THE CITY COUNCIL

*No.* 453

*Approved* June 16, 2003

IT IS HEREBY RESOLVED, That His Honor, the Mayor, is authorized to grant a non-exclusive sub-surface easement below Ship Street and below the sidewalk adjoining Chestnut Street and Ship Street in the City of Providence to Cox Com, Inc., d/b/a Cox Communications (Cox). Said easement shall be granted specifically upon the following provisions:

1. Said easement shall be utilized only for the installation and maintenance of underground conduit to serve 89 Ship Street. Said easement shall not exceed the area of approximately two hundred seventy-nine square feet, as delineated on the accompanying map marked as Exhibit A.

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

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

4. The Assistant Director for Project Management and Construction has valued the easement at \$977.00 in legal tender of the United States of America. However, since Cox has appealed the assessment of such charges to the Rhode Island Public Utilities Commission, the Director of Public Works may issue the permit, subject only to the payment of a \$75.00 fee by Cox, pending the resolution of the Public Utilities Commission appeal.

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

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

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

**IN CITY COUNCIL**  
**FIRST READING**  
**REFERRED TO COMMITTEE ON**  
**PUBLIC WORKS**  
Michael R. Clement  
CLERK  
ams

**THE COMMITTEE ON**  
Public Works  
Recommendations - *Be Continued*  
Ann M. Stalon  
CLERK  
10-17-02

**THE COMMITTEE ON**  
Public Works  
Recommendations - *Approved*  
Ann M. Stalon  
CLERK  
11-7-02

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

9. Cox 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. Cox 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.**

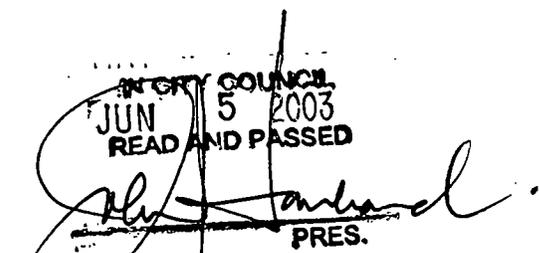
Every person erecting, maintaining or using electric wires or poles, fixture or structures, for the support or conducting of the same shall indemnify and save harmless the city, its officers, agents and servants, from and against all lawful claims and demands for injuries to persons or property occasioned 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 Cox, for itself and its successors, agrees to comply with the same.

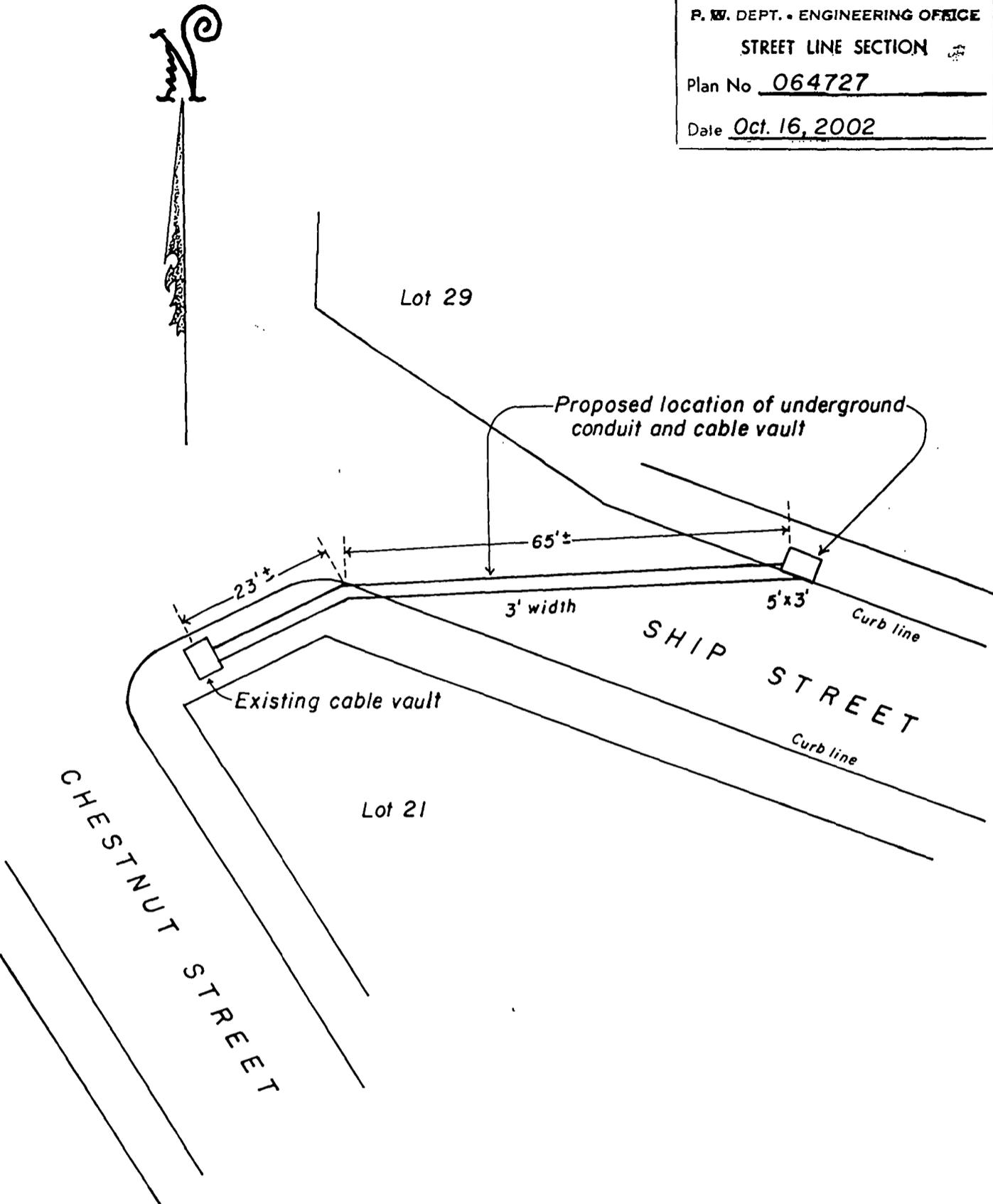
11. Cox shall repave all excavated roadways and sidewalks in accordance with relevant ordinances, industry standards and to the reasonable satisfaction of the Director of Public Works and Cox, its successors and assigns, shall guarantee the fitness of said repairing and shall make, at its own cost, all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

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

**CITY COUNCIL**  
JUN 5 2003  
READ AND PASSED  
  
PRES.  
  
CLERK CB

**APPROVED**  
  
**MAYOR** 6/16/03

PROVIDENCE, R. I.  
 P. W. DEPT. - ENGINEERING OFFICE  
 STREET LINE SECTION  
 Plan No 064727  
 Date Oct. 16, 2002



**NOTES:** Plan showing proposed easement for underground conduit for Cox Communications.  
 Total square footage = 279'±

CITY OF PROVIDENCE, R. I.  
 Public Works Dept. - Engineering Office  
 Showing proposed easement on Ship St. at Chestnut St. (Cox Communications)  
 Drawn by A. Zisiades Checked by [Signature]  
 Scale 1" = 20' Date 10-16-2002  
 Correct \_\_\_\_\_ Associate Engr.  
 Approved [Signature] CHIEF ENGINEER

Lot numbers taken from A.P. 21.

June 4, 2003



Michael Clement, City Clerk  
City of Providence  
City Hall  
25 Dorrance Street  
Providence, RI 02903

Dear Mr. Clement:

Please except this letter as notification to cancel easement requests at 89 Ship Street and Jefferson Place Apartments located on Harris Ave. It is my understanding that final resolution is still pending with Adrian Southgate. I'm attaching copies of the petition for reference. The reason for the cancellation is the process took to long and the customers could not wait any longer. The petition for 89 Ship was filled on 8/7/02 and 8/27/02 for Jefferson Place Apartments. If you have any questions I can be reached at 615-1401.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry Fontaine".

Barry Fontaine  
Capital Support and Utilities Manager  
Cox Communications New England

**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:

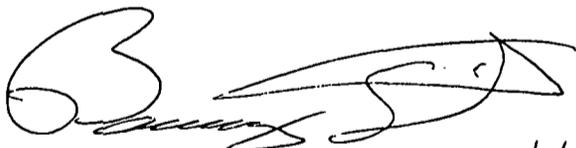
*The undersigned respectfully petitions your honorable body*

PUBLIC WORKS  
REFERRED TO COMMITTEE ON  
FIRST READING  
IN CITY COUNCIL

Cox Com Inc. d.b.a. Cox Communications is hereby requesting permission from the city of Providence to excavate and place conduit at the following locations to service new customers.

1. **89 Ship Street**, From side walk at intersection of Chestnut Street within sidewalk 23 ft. over to Ship Street, 65 ft. across Ship to sidewalk in front of 89 Ship Street.
2. **114 George Street**, From existing manhole 22 ft. to edge of sidewalk, another 11 ft. of concrete driveway to edge of property line.

Attached is a set of Engineered plans detailing the routes to be excavated for both locations. Thank you for your time and I will be available to answer any questions that you may have regarding this request.



Barry Fontaine  
Capital Support and Utilities Manager  
Cox Communications New England  
401-383-2261

8/7/02

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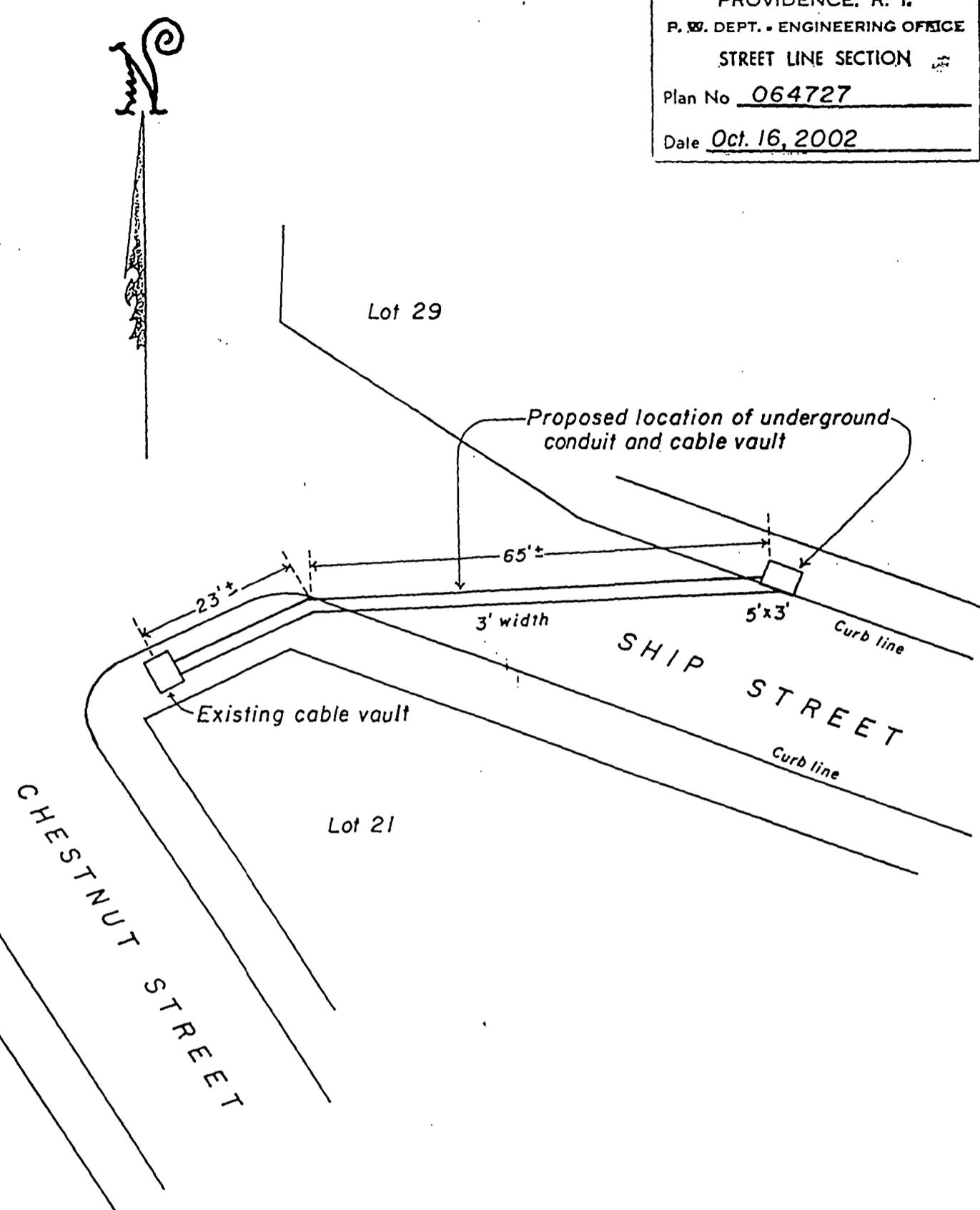
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IN CITY COUNCIL  
JUN 5 2003  
READ AND PASSED  
*[Signature]*  
PRES.  
*Michael R. Clement*  
CLERK CB

APPROVED  
*[Signature]*  
MAYOR 6/16/03

A true copy  
Attest:  
*Michael R. Clement*  
Michael R. Clement  
City Clerk

PROVIDENCE, R. I.  
 P. W. DEPT. - ENGINEERING OFFICE  
 STREET LINE SECTION  
 Plan No 064727  
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Capital Support and Utilities Manager  
Cox Communications New England

PROVIDENCE, RI  
RECEIVED FOR RECORD  
2003 JUL -7 A 11: 00  
BARBARA A. STONEY  
ACTING RECORDER OF DEEDS  
Barbara A. Stoney  
Acting Recorder of Deeds

5885 / 58-62

**C**

PROVIDENCE, RI  
RECEIVED FOR RECORD

2003 JUL -7 A 11: 00

LEANDRA A. TRACY  
ACTING RECORDER OF DEEDS

9/050