

Vernon L. Gorton, Jr.

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March 13, 2012

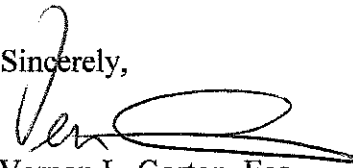
Luly E. Massaro
Commission Clerk
Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: Petition of Northern Waterfront LP
Docket No. 4263

Dear Ms. Massaro:

Enclosed herewith please find the original and eight (8) copies of a petition by Northern Waterfront Associates LP to establish and improve railroad crossings on the Newport Secondary Line along with my entry of appearance. I would appreciate it if you would schedule this matter for hearing by the Commission as soon as reasonably possible. Thank you for your anticipated cooperation.

Sincerely,



Vernon L. Gorton, Esq.

RECEIVED
2012 MAR 18 PM 1:29
PUBLIC UTILITIES COMMISSION

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION**

**IN RE: NORTHERN WATERFRONT
ASSOCIATES, LP/NEWPORT
SECONDARY LINE**

DOCKET NO. 4263

ENTRY OF APPEARANCE

I hereby enter my appearance on behalf of Northern Waterfront Associates, LP



Vernon L. Gorton, Esq. (2625)
181 Chase Road
Portsmouth, RI 02871
683-4800

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

2012 MAR 13 PM 1:33

RECEIVED

IN RE: NORTHERN WATERFRONT
ASSOCIATES, LP/NEWPORT
SECONDARY LINE

DOCKET NO. 4263

PETITION TO ESTABLISH AND IMPROVE
RAILROAD CROSSINGS

Now comes the Petitioner, Northern Waterfront Associates L.P. and petitions this Honorable body for permission to cross the Newport Secondary Railroad Line in Portsmouth, Rhode Island, ("Newport Secondary"), at a certain location designated as the Club House Road Crossing, and to improve existing crossings at locations designated as Main Road Crossing and Public Access Crossing as depicted on plans entitled **"CARNEGIE BEACH CLUB, A.P. 16 LOT 37, A.P. 17 LOTS 8 & 9, A.P. 22 LOTS 2, 3, 4 & 10, A.P. 23, LOTS 18 & 19, PLANNED RESORT DEVELOPMENT, WEST SHORE AND BRISTOL FERRY ROAD, PORTSMOUTH, RHODE ISLAND 02871, DECEMBER 2ND 2011 PERMIT SET, by Northeast Engineers and Consultants, Scale: 1" = 30' Sheets RR1-RR5"** (hereinafter the "Plans", a narrative description of the proposed improvements is attached hereto as Exhibit 1 and the plans are attached as Exhibit 2).

As grounds for this petition Petitioner states as follows:

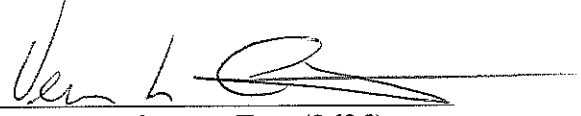
1. The proposed Club House Road crossing is the location of an existing temporary crossing approved by this Commission in July, 2011, (decision attached as Exhibit 3), providing access between the proposed development and the existing Carnegie Club resort.
2. The Main Road Crossing is an existing crossing which has historically been the main access route across the tracks going back to the 1920's when the property began to be utilized as the Weyerhaeuser Lumber Company. The crossing is proposed to remain the main access to the west side of the development and Petitioner seeks to make improvements to the crossing as shown on the submitted plans.
3. The proposed Public Access Crossing is an existing crossing which had been the sole access point across the tracks to lot 9 when that eight (8) acre parcel was under separate ownership. That crossing is minimally improved and a platted, unimproved, public road abuts the crossing to the east. It has been historically

utilized as a pedestrian and vehicular access to the beach by residents of the abutting Pheasant Hill neighborhood. According to the RICRMC mandated coastal greenway regulations, it is proposed to be improved to provide vehicular and pedestrian access to the kayak launching site and public coastal walkway which stretches the length of the development's coastline.

4. The Club House Road Crossing was the subject of a previous petition before this Commission in July, 2011. That Crossing is part of the connection between the proposed development and the existing Carnegie Club Resort which is located south of Willow Lane. Construction of that route required erection of a bridge over certain wetlands and RICRMC approval of the bridge and the entire roadway from West Shore Road to the Main Road Crossing. An equestrian center was established on the project site and the road and bridge were constructed and petitioner had an immediate need to utilize the crossing to create access between the equestrian center and the existing resort development. However petitioner was not eligible to apply for the permanent crossing because RICRMC approval was not final. Upon application by the Petitioner, the Commission, by order issued July 26, 2011, granted petitioner permission to construct temporary crossing, (Decision and Order attached as Exhibit 3). Since that date the RICRMC, on November 8, 2011 voted to approve the development and that decision is attached as Exhibit 4.
5. This petition has the support of RIDOT, Town of Portsmouth and Dinner Train LLC. Petitioner and Dinner Train LLC have agreed to the imposition of certain restrictions and procedures relative to rail traffic over the crossings and for Petitioner to install certain safety features. That agreement has been assented to by the Town of Portsmouth, Dinner Trains of New England LLC and Rhode Island Department of Transportation and a copy thereof bearing the signatures of representatives of those entities is attached as Exhibit 5.
6. The crossings will be constructed as set forth in Exhibits 1 and 2, and each crossing will include stop signs on both sides, stop lines and RR Crossing markings painted on pavement on both approaches, and railroad advance warning signs installed 100 feet from stop signs on both approaches. A conduit and service line to a control box to be located approximately fifteen (15) feet from edge of roadway and twenty (20) feet from centerline of railway will be constructed.
7. Petitioner submits that the grant of this petition is in the public interest and in accordance with law and regulatory policy.

WHEREFORE your Petitioner prays that the petition to allow a permanent crossing of the Newport Secondary Railroad Line and improvements to existing crossings at the locations and in the form and manner as depicted on the plans attached hereto be granted.

Northern Waterfront Associates, LP
by its attorney:



Vernon L. Gorton, Esq. (2625)
181 Chase Road
Portsmouth, RI 02871
683-4800

CERTIFICATION

I hereby certify that on the 13th day of March, 2012, I mailed a copy of the within petition to the following persons postage prepaid by regular mail.

RI Dept. of Transportation
Chief Special Counsel
Office of Legal Counsel
Two Capitol Hill, Rm. 250
Providence, RI 02903

Division of Public Utilities and Carriers
89 Jefferson Blvd
Warwick, RI 02888

Dinner Trains of New England, LLC
c/o Robert J. Andrews
56 Bridge Street
P.O. Box 1081
Newport, RI 02840

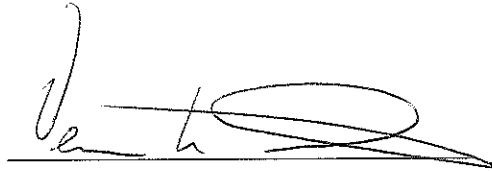


Exhibit 1

Main Road

Approximately 102 feet of existing ASCE 80# rail will be removed and upgraded to 100# ARA-B rail, with welded internal joints and compromise joints at the junctions with existing rail. Within this area, all existing ties were to be replaced with 7" pressure treated 100% end plated ties. The existing ballast will be removed and replaced with new crushed rock ballast over 97% compacted subgrade. A 24' foot wide bituminous asphalt crossing will be constructed perpendicular to the rails, spanning the entire railroad right of way. The pavement thickness will be the full depth of the rail, utilizing the Epflex railseal system at the junction with the rails. Stop signs will be installed on either side of the railway. Stop lines and railroad crossing markings will be painted on both approaches. Railroad advance warning signs will be constructed one hundred feet from the stop signs, also on both approaches. A conduit and service line to a control box to be located approximately fifteen feet from the edge of the roadway and twenty feet from the centerline of the railway will also be constructed.

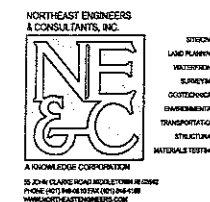
Club House Road

Approximately 102 feet of existing ASCE 80# rail on the main line will be removed and upgraded to 100# ARA-B rail, with welded internal joints and compromise joints at the junctions with existing rail. A similar section of the railroad siding was also to be upgraded. While the rail was removed, utility lines will be placed beneath the rails at the specified design depths. These utilities included five (5) class V RCP drain lines, one (1) 3" sewer force main in a 6" schedule 80 PVC sleeve, one (1) 8" gravity sewer main in a 10" schedule 80 PVC sleeve, electrical, telephone and cable conduits run in 6" schedule 80 sleeves, one (1) 10" ductile iron water main, and one (1) gas main run in a 6" schedule 80 PVC sleeve. Within the work area, all existing ties will be replaced with 7" pressure treated 100% end plated ties. The existing ballast will be removed and replaced with new crushed rock ballast over 97% compacted subgrade. A 24' foot wide bituminous asphalt crossing will be constructed perpendicular to the rails, spanning the entire railroad right of way. The pavement thickness will be the full depth of the rail, utilizing the Epflex railseal system at the junction with the rails. Stop signs will be installed on either side of the railway. Stop lines and railroad crossing markings will be painted on both approaches. Railroad advance warning signs will be constructed one hundred feet from the stop signs, also on both approaches. A conduit and service line to a control box to be located approximately fifteen feet from the edge of the roadway and twenty feet from the centerline of the railway was also to be constructed.

Public Access Road

Approximately 102 feet of existing ASCE 80# rail will be removed and upgraded to 100# ARA-B rail, with welded internal joints and compromise joints at the junctions with existing rail. While the rail was removed, utility lines will be placed beneath the rails at the specified design depths. These utilities included two (2) class IV RCP drain lines and one (1) 8" water main. Within the work area, all existing ties will be replaced with 7" pressure treated 100% end plated ties. The existing ballast will be removed and replaced with new crushed rock ballast over 97% compacted subgrade. A 20' foot wide bituminous asphalt crossing will be constructed perpendicular to the rails, spanning the entire railroad right of way. The pavement thickness will be the full depth of the rail, utilizing the Epflex railseal system at the junction with the rails. Stop signs will be installed on either side of the railway. Stop lines and railroad crossing markings will be painted on both approaches. Railroad advance warning signs will be constructed one hundred feet from the stop signs, also on both approaches. A conduit and service line to a control box to be located approximately fifteen feet from the edge of the roadway and twenty feet from the centerline of the railway was also to be constructed.

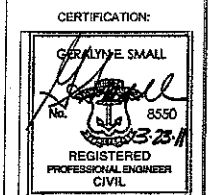
Exhibit 2, (copy)
Reduced



PROJECT TITLE:
CARNEGIE BEACH CLUB
A.P. 17 LOTS 8 & 9
A.P. 22 LOTS 2, 3, 4, & 10
A.P. 23 LOTS 18 & 19
PORTSMOUTH RHODE ISLAND

CLIENT/OWNER:
NORTHERN WATERFRONT ASSOCIATES, L.P.
2701 RENAISSANCE BOULEVARD, 4TH FLOOR
KING OF PRUSSIA, PA 19406

DESIGNED BY: GES / JJR
DRAWN BY: JJR / SMH
CHECKED BY: *SMH*
DATE: MARCH 22, 2011
REVISION HISTORY:
DATE ISSUED FOR:



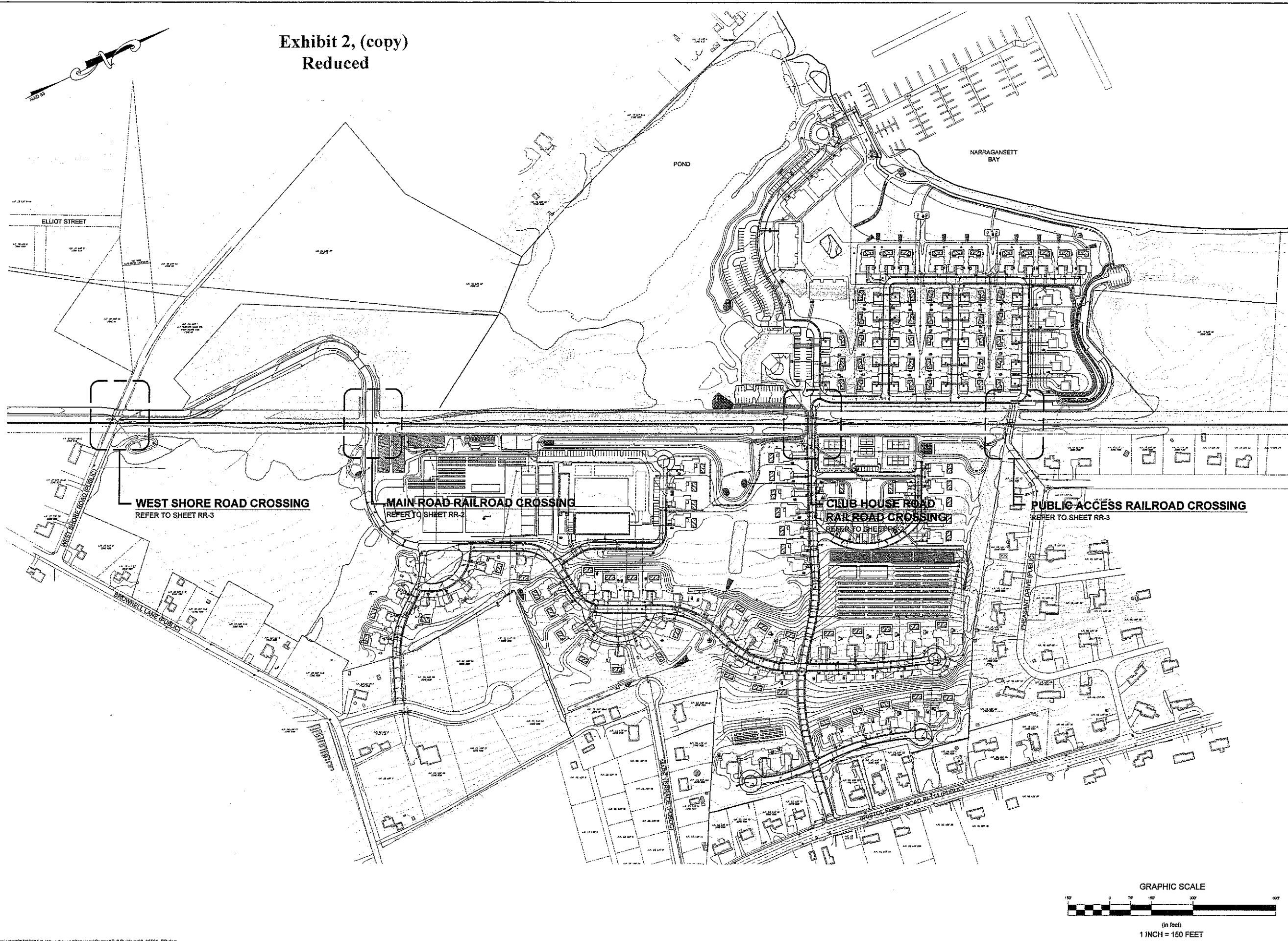
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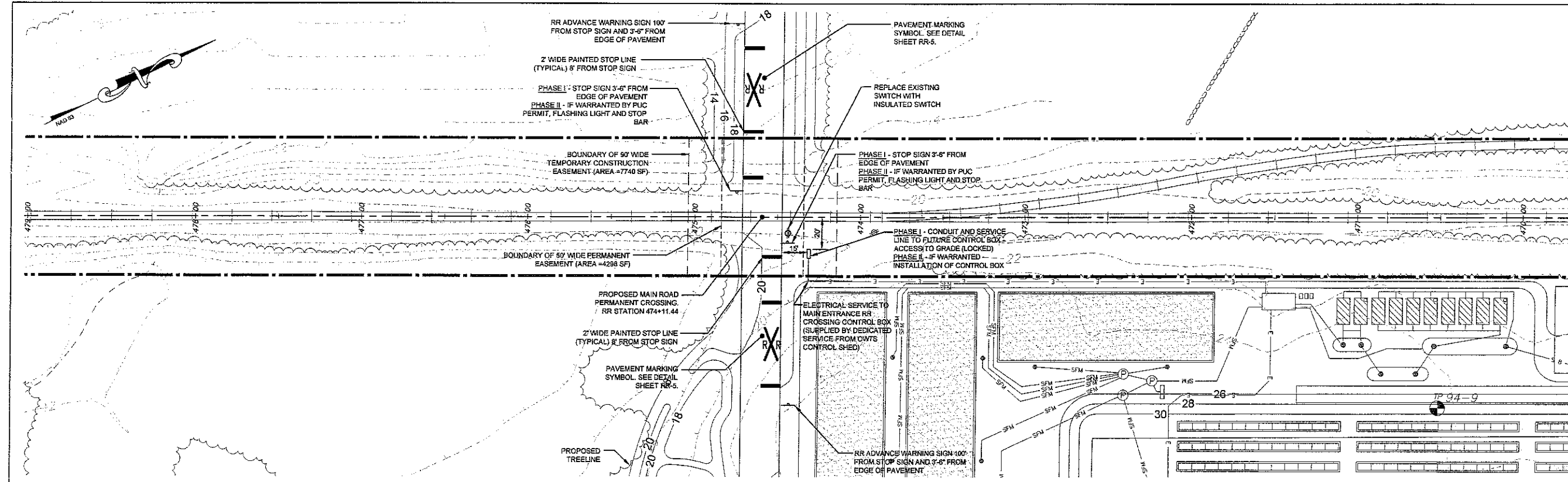
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DRAWING TITLE:
RAILROAD CROSSINGS LOCATION PLAN

DRAWING NUMBER:
RR-1
SHEET 1 OF 5

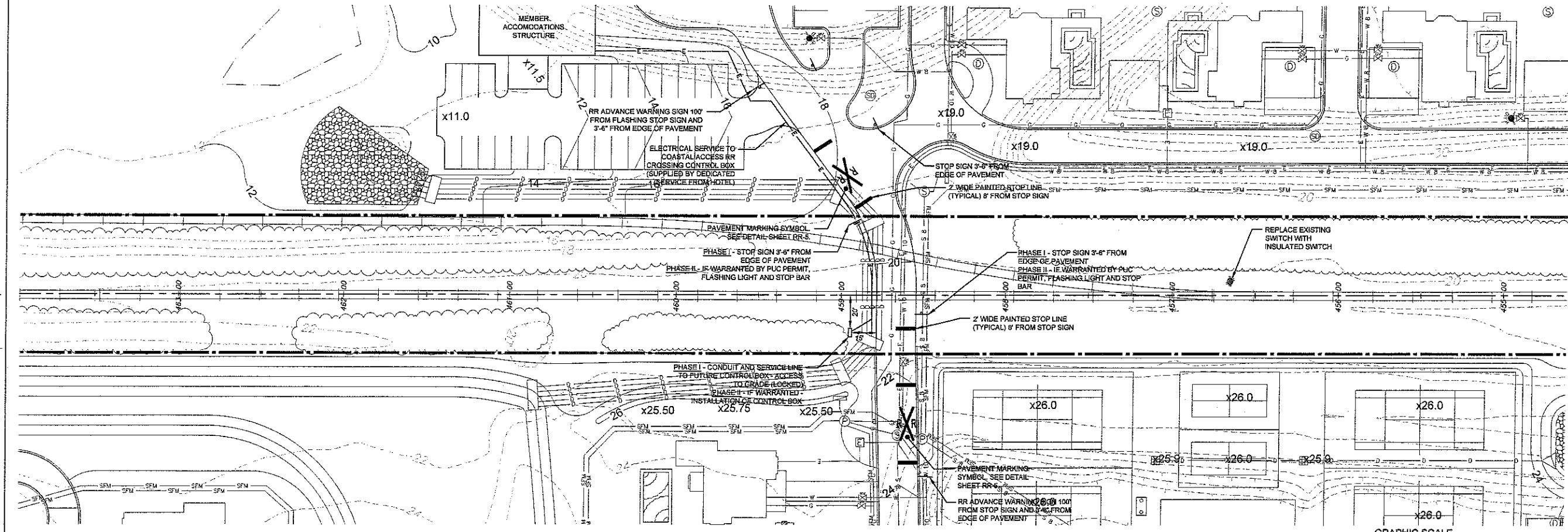
OWNERSHIP AND USE OF DOCUMENTS: DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND SHALL REMAIN THE PROPERTY OF THE ENGINEER. THESE DOCUMENTS ARE NOT TO BE REPRODUCED OR PARTLY REPRODUCED FOR OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTY, THAN THOSE AUTHORIZED BY CONTRACT, WITHOUT THE EXPRESS AUTHORIZATION OF THE ENGINEER.





PLAN VIEW FOR MAIN ROAD RAILROAD CROSSING

SCALE: 1"=30'
REFER TO SHEET RR-4 AND RR-5 FOR DETAILS



PLAN VIEW FOR CLUB HOUSE ROAD RAILROAD CROSSING

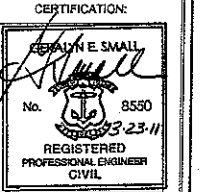
SCALE: 1"=30'
REFER TO SHEET RR-4 AND RR-5 FOR DETAILS



PROJECT TITLE:
CARNEGIE BEACH CLUB
A.P. 17 LOTS 8 & 9
A.P. 22 LOTS 2, 3, 4, & 10
A.P. 23 LOTS 18 & 19
PORTSMOUTH RHODE ISLAND

CLIENT/OWNER:
NORTHERN WATERFRONT ASSOCIATES, L.P.
2701 RENAISSANCE BOULEVARD, 4TH FLOOR
KING OF PRUSSIA, PA 19408

DESIGNED BY: GES / JJR
DRAWN BY: JJR / SMH
CHECKED BY: [Signature]
DATE: MARCH 22, 2011
REVISION HISTORY:
DATE ISSUED FOR



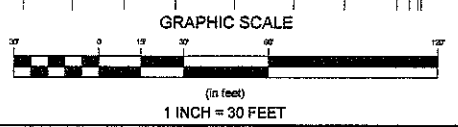
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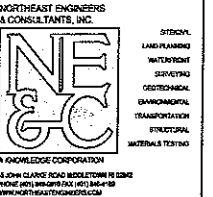
SCALE: 1" = 30'

DRAWING TITLE:
**RAILROAD CROSSINGS
MAIN ROAD CLUB
HOUSE ROAD
(MAIN RAIL AND SPUR)**

DRAWING NUMBER:
RR-2

SHEET 2 OF 5





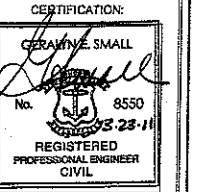
PROJECT TITLE:
CARNEGIE BEACH CLUB
A.P. 17 LOTS 8 & 9
A.P. 22 LOTS 2, 3, 4, & 10
A.P. 23 LOTS 18 & 19
PORTSMOUTH
RHODE ISLAND

CLIENT/OWNER:
NORTHERN WATERFRONT
ASSOCIATES, L.P.
2701 RENAISSANCE
BOULEVARD, 4TH FLOOR
KING OF PRUSSIA, PA
19406

DESIGNED BY: GES / JJR
DRAWN BY: JJR / SMH
CHECKED BY: *[Signature]*
DATE: MARCH 22, 2011

REVISION HISTORY:

DATE	ISSUED FOR

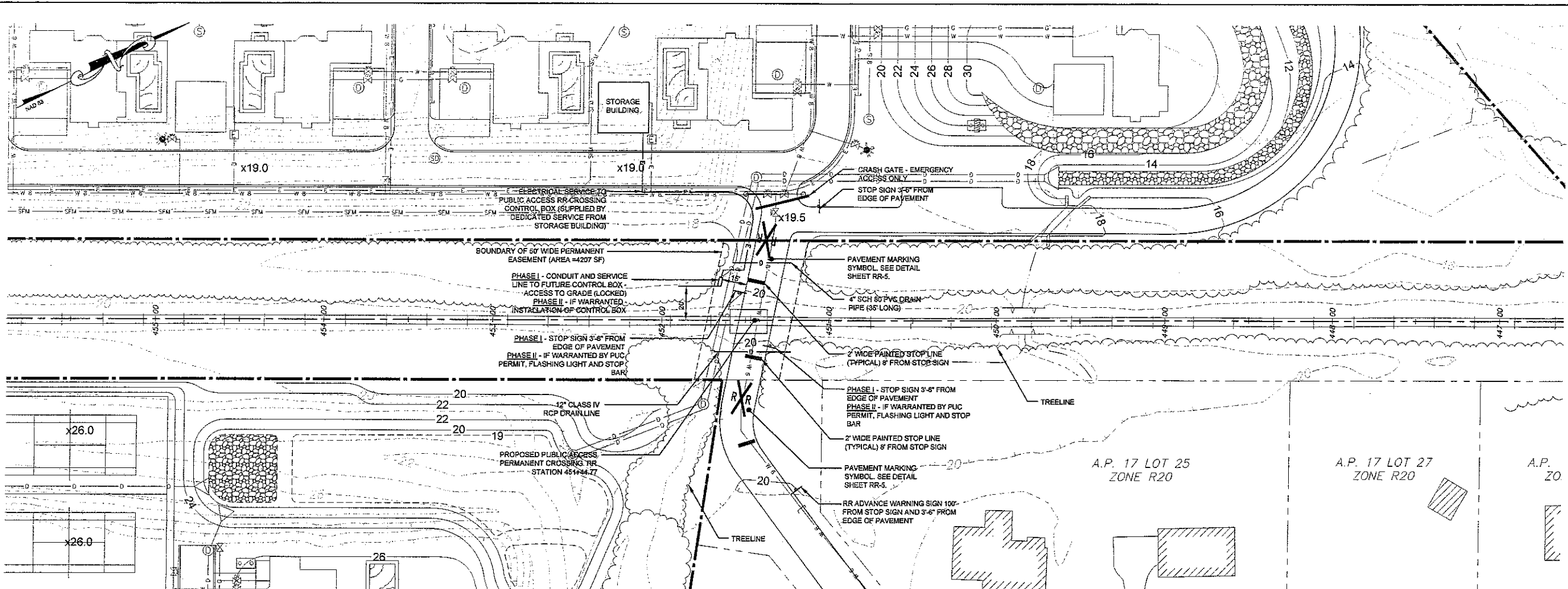


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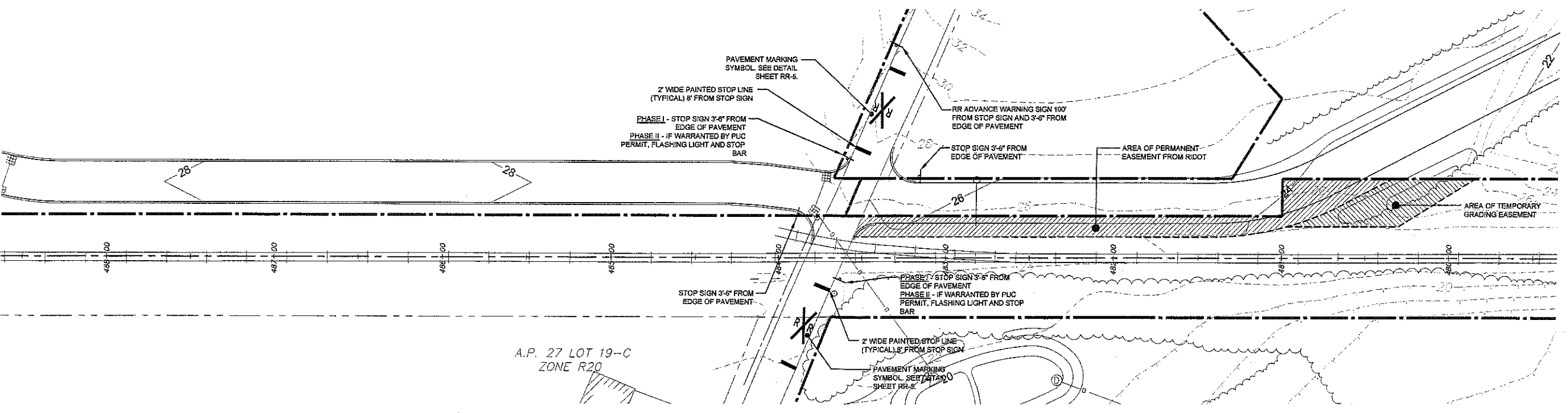
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**RAILROAD
CROSSINGS PUBLIC
ACCESS WEST
SHORE ROAD**

DRAWING NUMBER:
RR-3
SHEET 3 OF 5

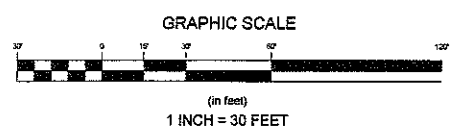
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PLAN VIEW FOR PUBLIC ACCESS RAILROAD CROSSING
SCALE: 1"=30'
REFER TO SHEET RR-4 AND RR-5 FOR DETAILS



PLAN VIEW FOR WEST SHORE ROAD CROSSING
SCALE: 1"=30'
REFER TO SHEET RR-4 AND RR-5 FOR DETAILS



PROJECT TITLE:

CARNEGIE BEACH CLUB

A.P. 17 LOTS 8 & 9
 A.P. 22 LOTS 2, 3, 4, & 10
 A.P. 23 LOTS 18 & 19
 PORTSMOUTH
 RHODE ISLAND

CLIENT/TOWNER:

NORTHERN WATERFRONT ASSOCIATES, L.P.
 2701 RENAISSANCE BOULEVARD, 4TH FLOOR
 KING OF PRUSSIA, PA 19406

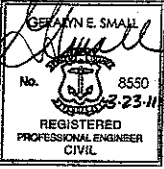
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DRAWN BY: JLR / SMH
CHECKED BY: JLR

DATE: MARCH 22, 2011

REVISION HISTORY:

DATE	ISSUED FOR

CERTIFICATION:



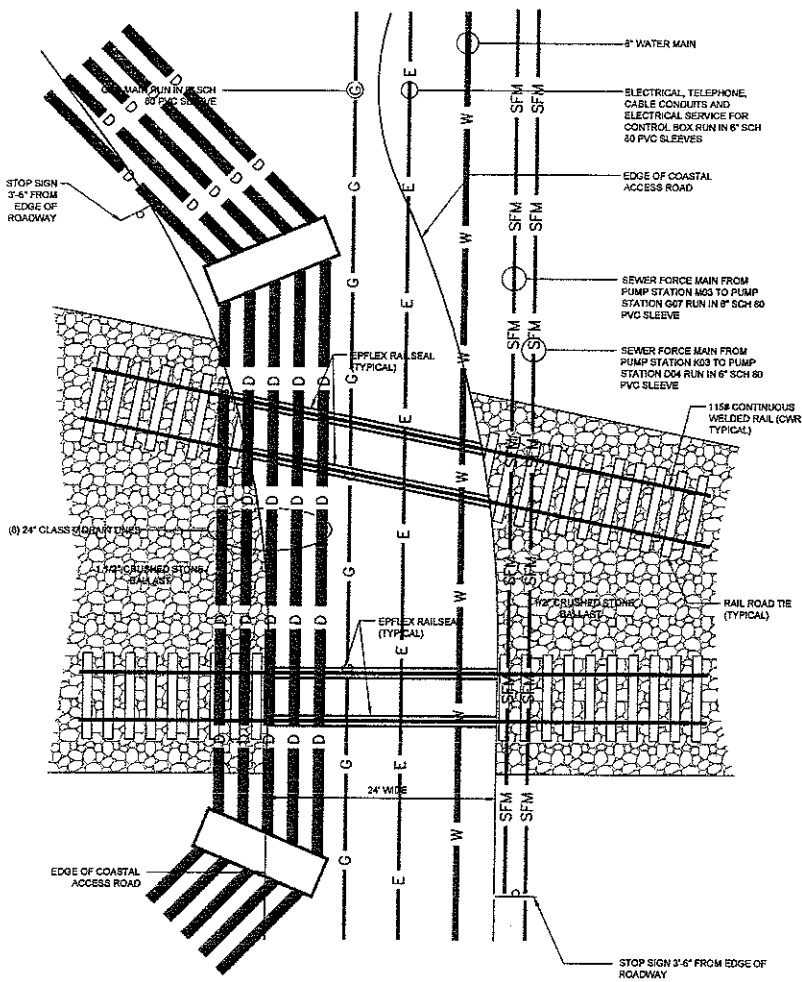
NO. 8550
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL

PROJECT NUMBER: 05561.0

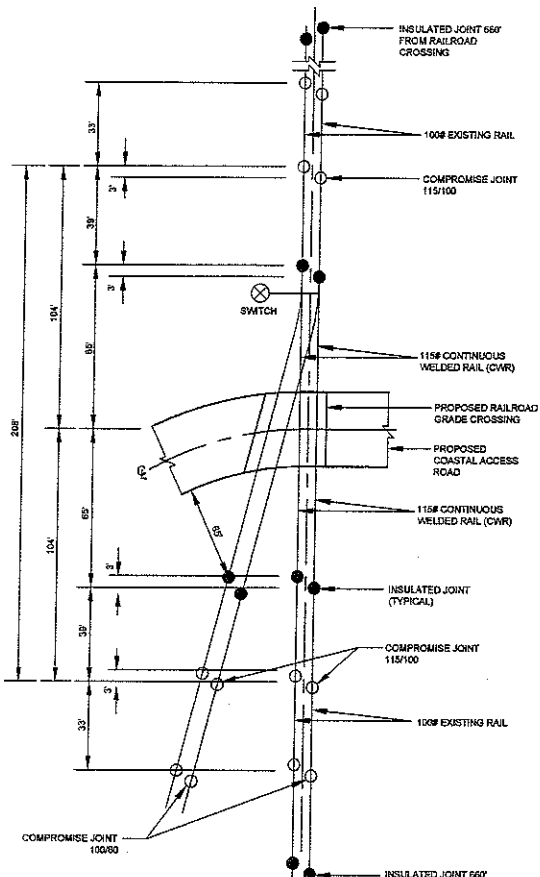
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DRAWING TITLE: RAILROAD CROSSING DETAILS AND SECTIONS

DRAWING NUMBER: RR-4
 SHEET 4 OF 5

OWNER'S USE AND USE OF DOCUMENTS DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ENGINEER. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECTS OR PURPOSES, OR BY ANY OTHER PARTIES, THAN THOSE PROPERLY AUTHORIZED BY CONTRACT, WITHOUT THE EXPRESS AUTHORIZATION OF THE ENGINEER.

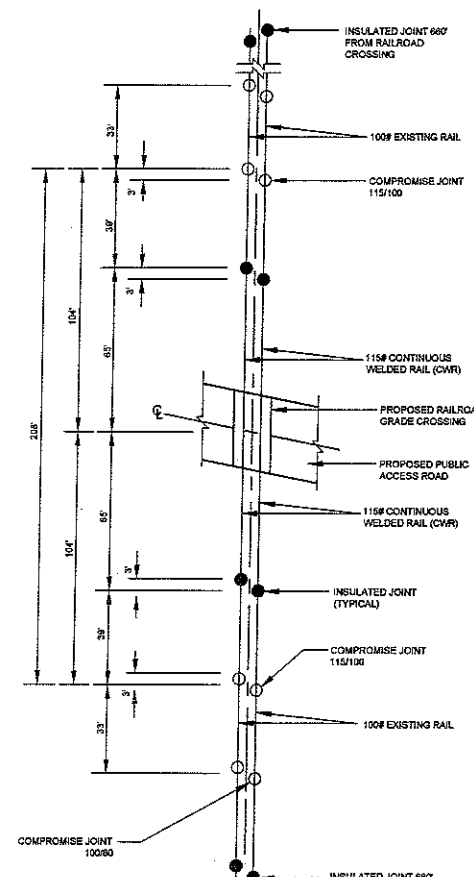


CLUB HOUSE ROAD PERMANENT CROSSING DETAIL
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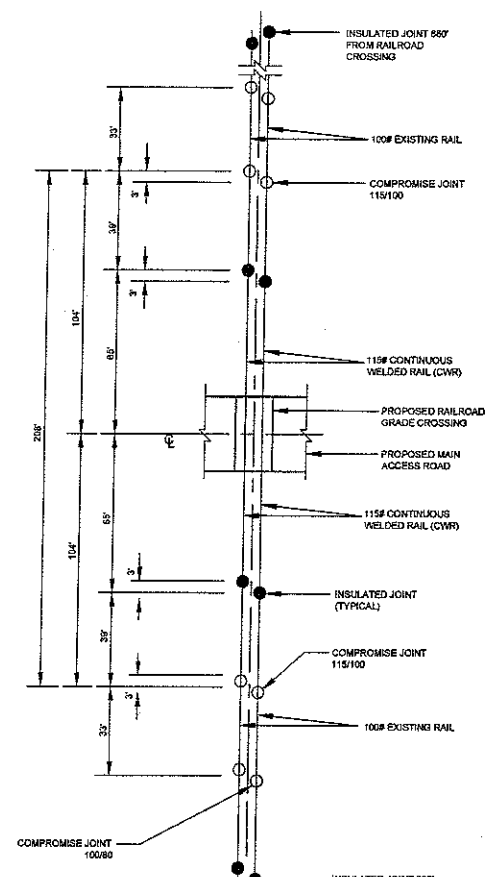
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 1. USE AC-DC DETECTION SYSTEM
 2. NO RAIL JOINTS WITHIN THE CROSSING AREA
 3. INSULATED SWITCH WILL BE USED

CLUB HOUSE ROAD PERMANENT CROSSING RAILROAD TRACK IMPROVEMENT PLAN
 SCALE: NOT TO SCALE



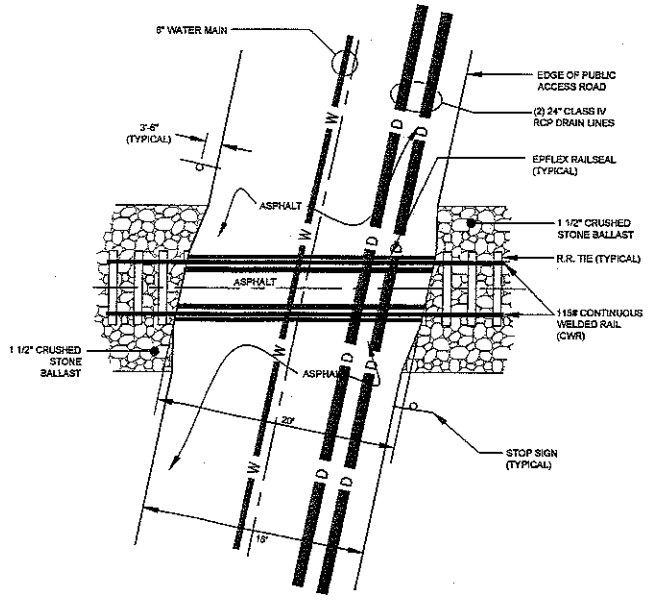
NOTES:
 1. USE AC-DC DETECTION SYSTEM
 2. NO RAIL JOINTS WITHIN THE CROSSING AREA
 3. INSULATED SWITCH WILL BE USED

PUBLIC ACCESS ROAD PERMANENT CROSSING RAILROAD TRACK IMPROVEMENT PLAN
 SCALE: NOT TO SCALE

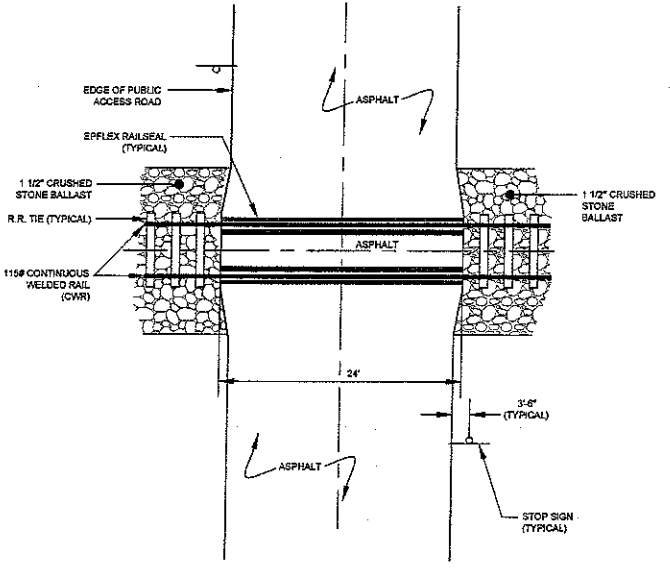


NOTES:
 1. USE AC-DC DETECTION SYSTEM
 2. NO RAIL JOINTS WITHIN THE CROSSING AREA
 3. INSULATED SWITCH WILL BE USED

MAIN ACCESS ROAD PERMANENT CROSSING RAILROAD TRACK IMPROVEMENT PLAN
 SCALE: NOT TO SCALE



PUBLIC ACCESS ROAD PERMANENT CROSSING DETAIL
 SCALE: NOT TO SCALE



MAIN ACCESS ROAD PERMANENT CROSSING DETAIL
 SCALE: NOT TO SCALE

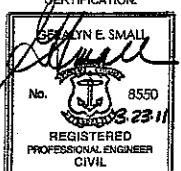
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 A.P. 22 LOTS 2, 3, 4, & 10
 A.P. 23 LOTS 18 & 19
 PORTSMOUTH
 RHODE ISLAND

CLIENT/OWNER:
 NORTHERN WATERFRONT ASSOCIATES, L.P.
 2701 RENAISSANCE BOULEVARD, 4TH FLOOR
 KING OF PRUSSIA, PA 19408

DESIGNED BY: GES / JJR
 DRAWN BY: JJR / SMH
 CHECKED BY: JJR
 DATE: MARCH 22, 2011

REVISION HISTORY:

DATE	ISSUED FOR

CERTIFICATION:

 No. 8550
 03-23-11
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL

PROJECT NUMBER:
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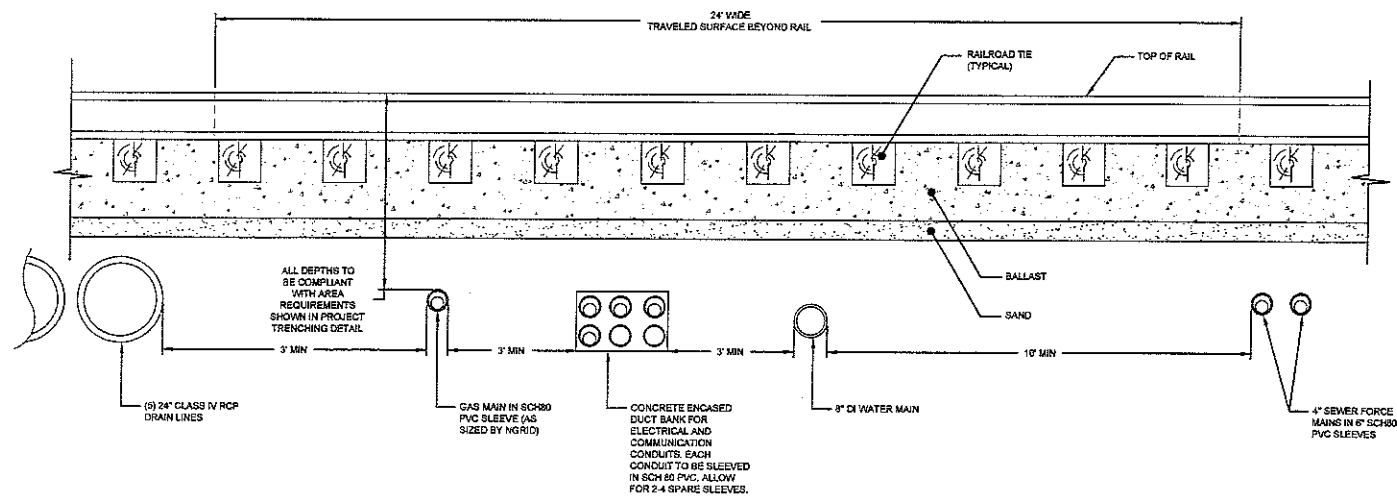
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DRAWING TITLE:
RAILROAD CROSSING DETAILS AND SECTIONS

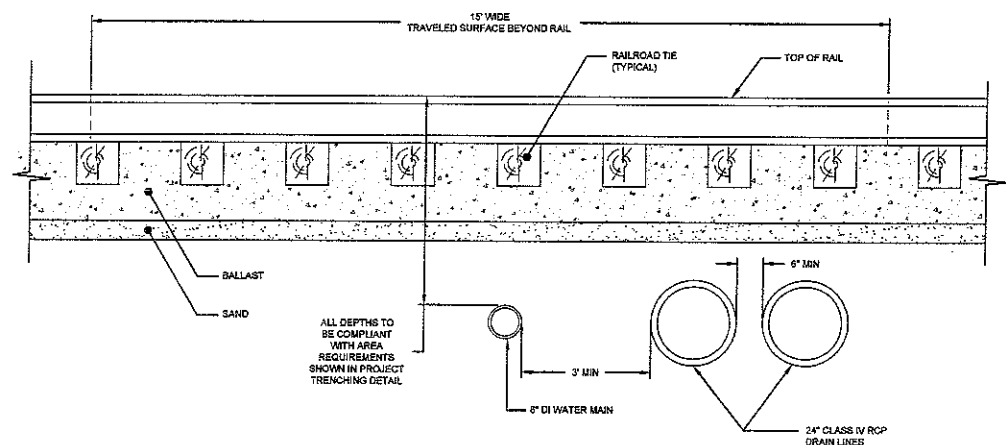
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SHEET 5 OF 5

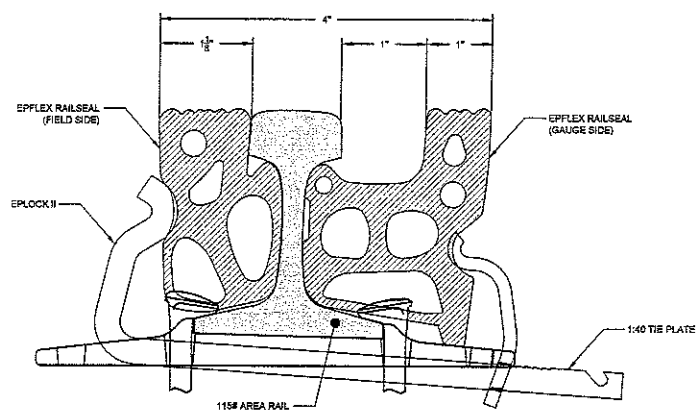
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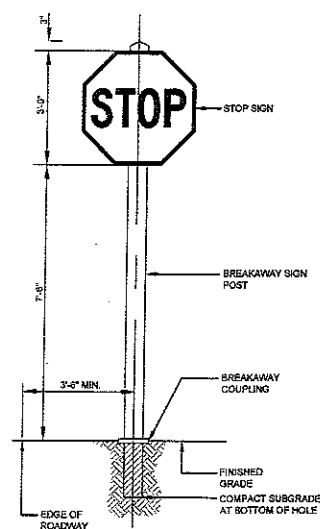
CLUB HOUSE ROAD UTILITY CROSSING DETAIL
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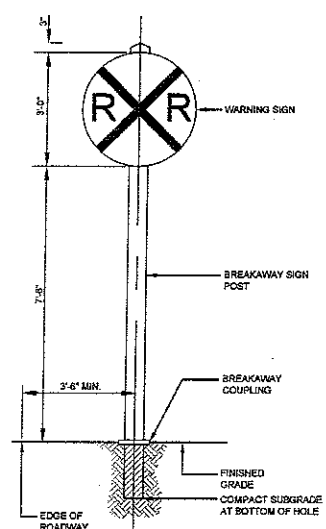
PUBLIC ACCESS ROAD UTILITY CROSSING DETAIL
 SCALE: NOT TO SCALE



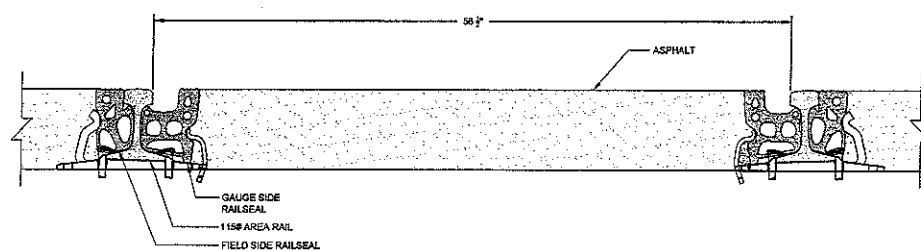
EPFLEX RAILSEAL AND EPLOCK II CLIPS TYPICAL INSTALLATION
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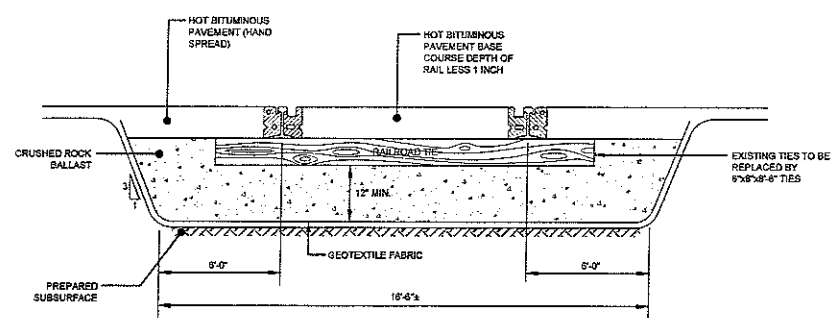
STOP SIGN
 SCALE: NOT TO SCALE



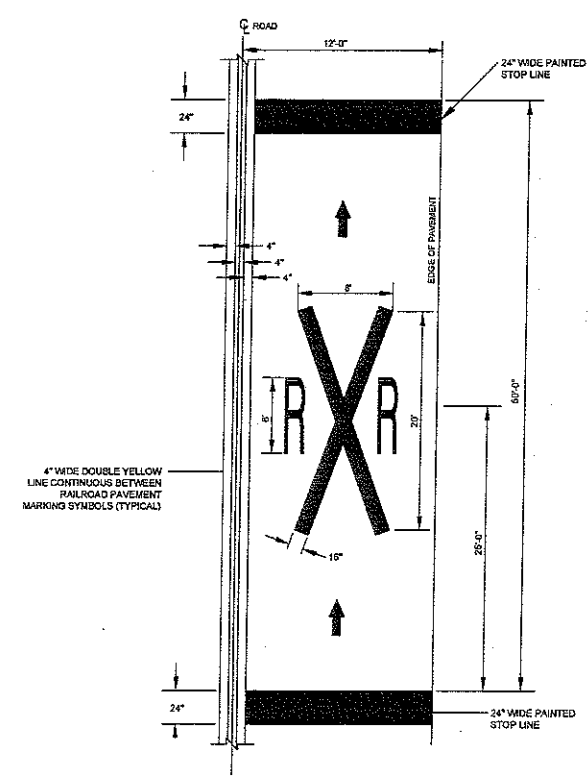
RAILROAD ADVANCE WARNING SIGN
 SCALE: NOT TO SCALE



SECTION THROUGH RAILWAY AT CROSSING WITH RAILSEAL DETAIL
 SCALE: NOT TO SCALE



TYPICAL CROSSING TRANSVERSE SECTION
 SCALE: NOT TO SCALE



RAILROAD PAVEMENT MARKING SYMBOL (TYPICAL)
 SCALE: NOT TO SCALE

Exhibit 3

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC UTILITIES COMMISSION

IN RE: PETITION OF NORTHERN :
WATERFRONT ASSOCIATES LP TO : DOCKET NO. 4263
CONSTRUCT A TEMPORARY CROSSING :

REPORT AND ORDER

On June 20, 2011 and pursuant to R.I. Gen. Laws §§39-8-1.1 and 39-8-3, Northern Waterfront Associates LP ("Northern Waterfront") filed a Petition for Temporary Crossing over the Newport Secondary Railroad Line in Portsmouth, Rhode Island ("Newport Secondary"). The specific location of the crossing is designated as Club House Road Crossing. A copy of Appendix A to the Petition depicting the specific engineering plans is attached hereto. Because this crossing is part of a larger project, consisting of three crossings, the location of which is within 200 feet of the shoreline, the Coastal Resource Management Council ("CRMC") has assumed jurisdiction of the project and anticipates issuing an Assent by July or August 2011. The proposed temporary crossing will provide private access between the Carnegie Abbey Resort and an equestrian center. Northern Waterfront anticipates the need for the temporary crossing not to exceed nine months. Northern Waterfront proposes the installation of two stop signs one on each side of the temporary crossing. Both the Rhode Island Department of Transportation and the Dinner Train LLC, which does not presently travel over the area of track where the temporary crossing is proposed, support the petition.

The Division of Public Utilities and Carriers ("Division") filed a letter with the Commission on July 12, 2011 commenting on the proposed temporary crossing. The

Division set forth a number of recommendations which it noted were accepted by Northern Waterfront. Those recommendations include a "Stop and Proceed" safety procedure that would apply to the Dinner Train should there come a time that the Dinner Train would travel over the portion of the line where the temporary crossing is located; the installation of two vehicular stop signs one on each of the two sides of the temporary crossing; and the limitation of the temporary crossing to a period of nine months from the date of the Commission's Order granting such crossing. In the event that Northern Waterfront was unable to complete the final permitting process within nine months of the Commission's Order, it would be required to file to extend the duration of the crossing.

On July 26, 2011, the Commission considered the Petition at its open meeting and voted unanimously to approve Northern Waterfront's Petition for Temporary Crossing conditioned on the recommendations made by the Division and agreed to by Northern Waterfront.

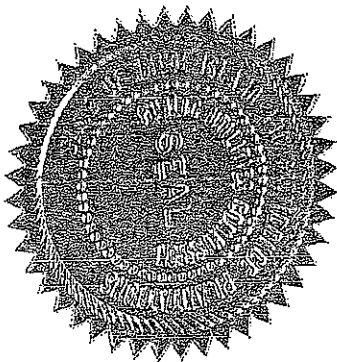
Accordingly, it is hereby

(20425) ORDERED:

1. ~~The Petition filed by Northern Waterfront Associates LP to construct a~~ temporary crossing over the Newport Secondary Railroad Line in Portsmouth, Rhode Island is approved.
2. Northern Waterfront Associates LP shall comply with all other findings and instructions in this Report and Order.

EFFECTIVE AT WARWICK, RHODE ISLAND, JULY 26, 2011, PURSUANT
TO AN OPEN MEETING DECISION ON JULY 26, 2011. WRITTEN ORDER
ISSUED JULY 26, 2011.

PUBLIC UTILITIES COMMISSION



Elia Germani
Elia Germani, Chairman

Mary E. Bray
Mary E. Bray, Commissioner

Paul J. Roberti
Paul J. Roberti, Commissioner

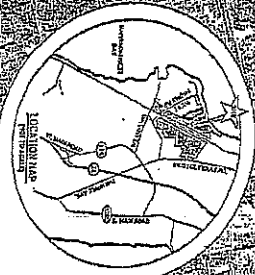
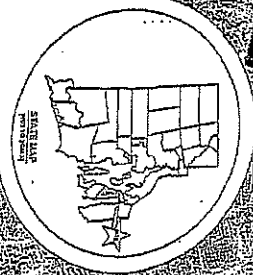
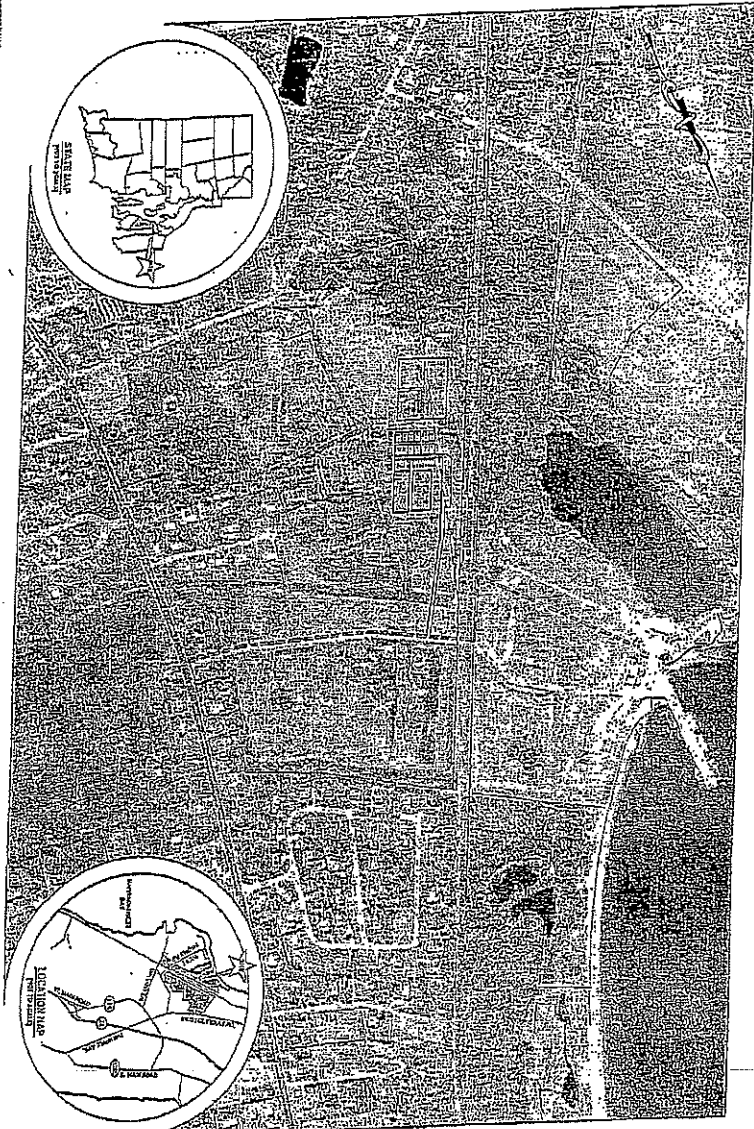
EXHIBIT A

CARNEGIE BEACH CLUB

ACCESS ROAD TEMPORARY RAILROAD CROSSING
 WEST SHORE AND BRISTOL FERRY ROAD
 PORTSMOUTH, RHODE ISLAND 02871

AERIAL IMAGE

DATE: 05/11/2011 11:00 AM
 PROJECT: 20110501 - CARNEGIE BEACH CLUB
 DRAWING: 20110501 - AERIAL IMAGE



DATE: 05/11/2011 11:00 AM



VERA LAMBORN OGDEN



A.P. ENVIRONMENTAL RESOURCES SYSTEMS, INC.
 1000 WEST SHORE ROAD
 PORTSMOUTH, RHODE ISLAND 02871
 401-942-8800

PREPARED BY:



Northern Waterfront Associates, L.P.
 1000 WEST SHORE ROAD
 PORTSMOUTH, RHODE ISLAND 02871
 401-942-8800

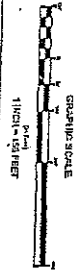
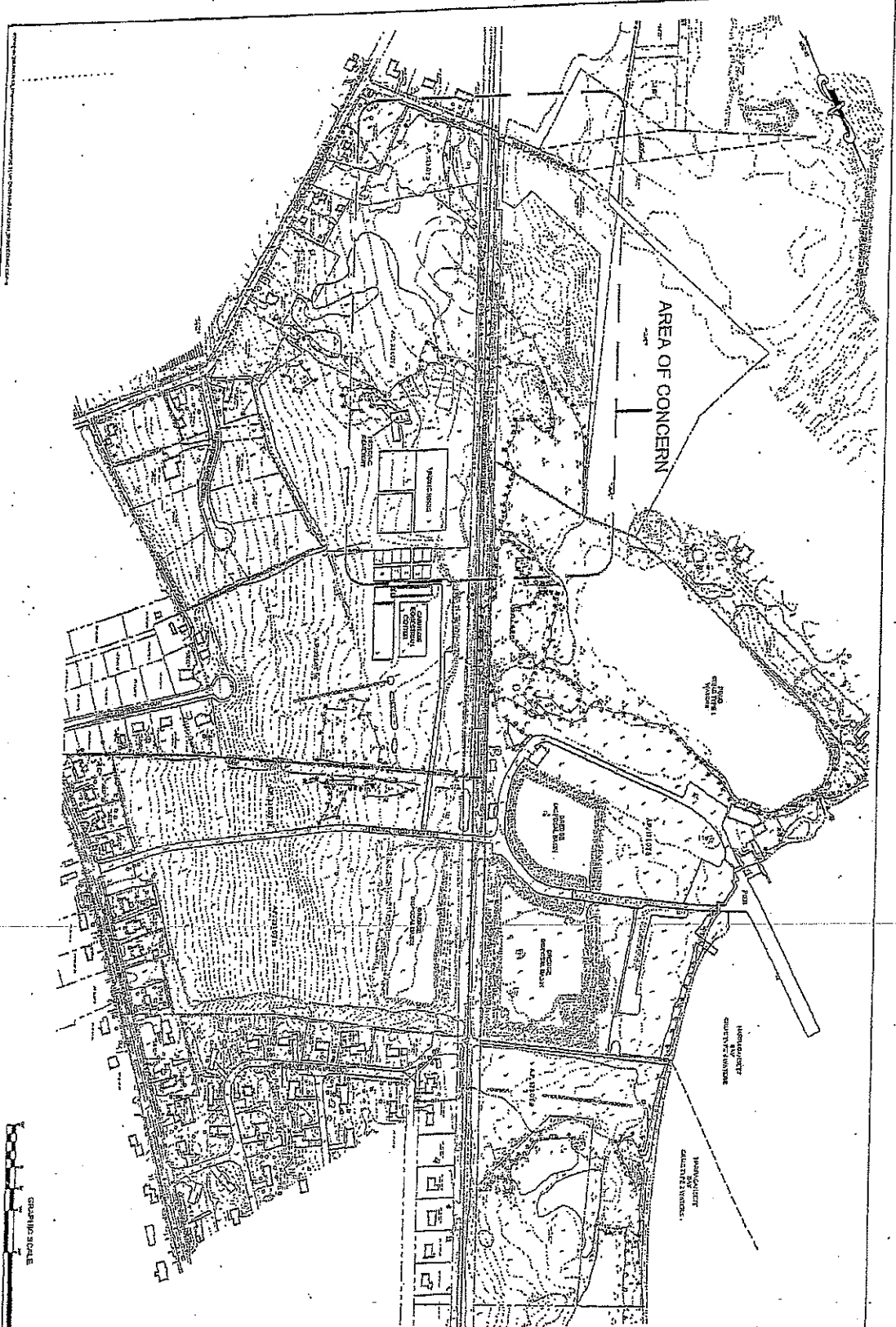
MAY 2011 PERMIT SET

PLAN INDEX

SITE/CIVIL ENGINEERING PLANS

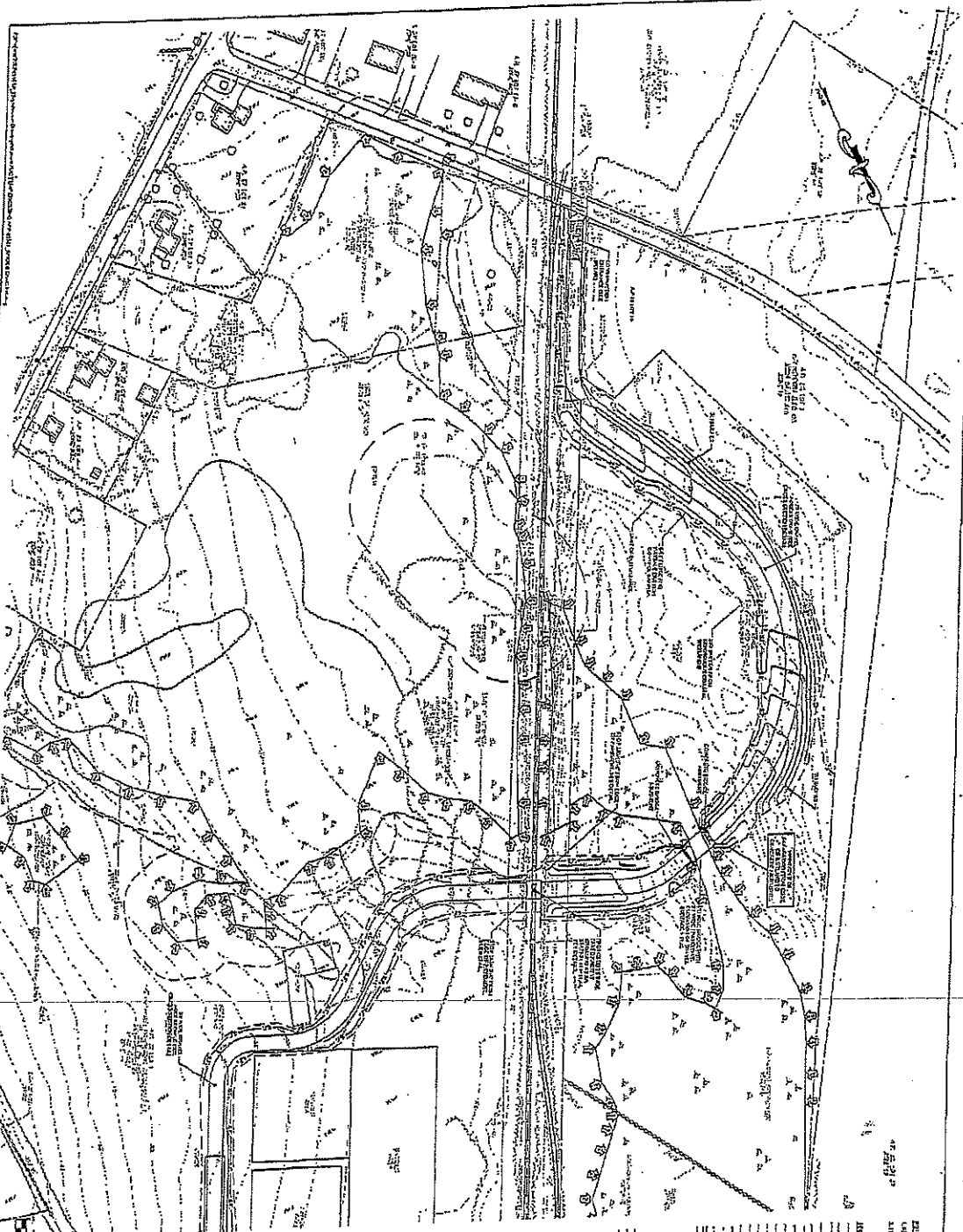
- TITLE SHEET
- SITE / CIVIL NOTES
- EXISTING CONDITIONS SHEET
- PROPOSED CONDITIONS SHEET
- PROPOSED SITE / CIVIL DETAILS

NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	TITLE SHEET			
2	SITE / CIVIL NOTES			
3	EXISTING CONDITIONS SHEET			
4	PROPOSED CONDITIONS SHEET			
5	PROPOSED SITE / CIVIL DETAILS			



	NATIONAL ENGINEERING CONSULTANTS, INC. 1000 PINE STREET, SUITE 1000 PHILADELPHIA, PA 19107 TEL: 215-563-1000
	PROJECT TITLE: CARNEGIE BEACH CLUB AN HISTORICAL ARCHITECTURAL RENOVATION
DATE: JAN 2001 SCALE: AS SHOWN PROJECT NO.: 055631.0	DESIGNED BY: JAM CHECKED BY: JAM DATE: JAN 2001 SCALE: AS SHOWN PROJECT NO.: 055631.0
PROJECT NO.: 055631.0 SCALE: 1/2" = 1'-0" DATE: 1/2001	PROJECT NO.: 055631.0 SCALE: 1/2" = 1'-0" DATE: 1/2001
PROJECT NO.: 055631.0 SCALE: 1/2" = 1'-0" DATE: 1/2001	PROJECT NO.: 055631.0 SCALE: 1/2" = 1'-0" DATE: 1/2001

EX-1
 SHEET 3 OF 6



EXPLANATION

PROPOSED BEACH

EXISTING BEACH

PROPOSED DRIVE

EXISTING DRIVE

PROPOSED SIDEWALK

EXISTING SIDEWALK

PROPOSED UTILITY

EXISTING UTILITY

PROPOSED FENCE

EXISTING FENCE

PROPOSED CURB

EXISTING CURB

PROPOSED ASPHALT

EXISTING ASPHALT

PROPOSED GRAVEL

EXISTING GRAVEL

PROPOSED SAND

EXISTING SAND

PROPOSED ROCK

EXISTING ROCK

PROPOSED BRICK

EXISTING BRICK

PROPOSED CONCRETE

EXISTING CONCRETE

PROPOSED METAL

EXISTING METAL

PROPOSED WOOD

EXISTING WOOD

PROPOSED OTHER

EXISTING OTHER

GRAPHIC SCALE
 1" = 50 FEET

PROJECT NAME:
 CARNEGIE BEACH CLUB

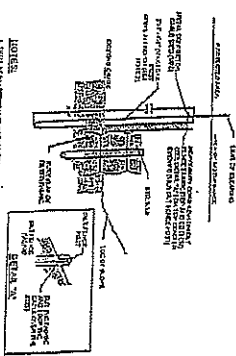
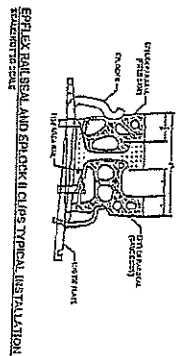
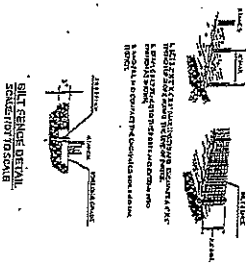
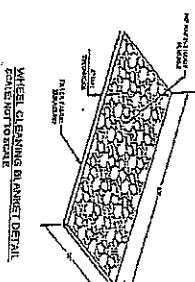
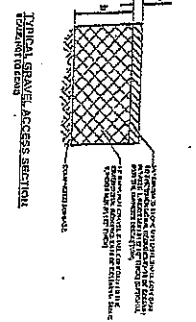
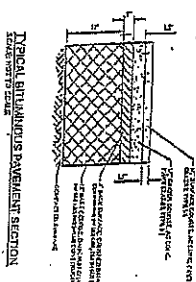
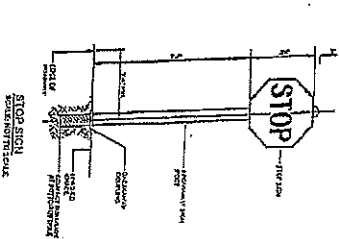
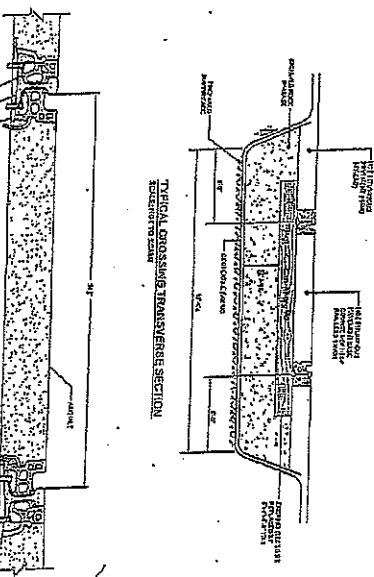
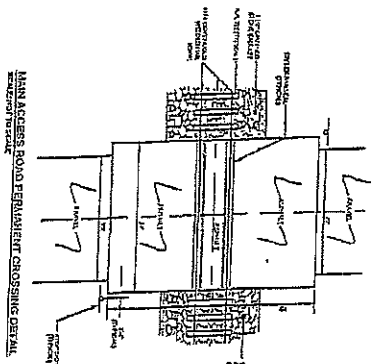
DATE:
 APRIL 1964

DRAWN BY:
 J. W. [Name]

SCALE:
 1" = 50'

PROPOSED CONDITIONS - PLAN 1

PR-1
 SHEETS 4 OF 5



RAILROAD SLOPE CHECK AND SILT FENCE COMBINED (RQD 91.0)


	
PROJECT TITLE CARNEGIE BEACH CLUB	
ADDRESS 44 VIA DEL MAR CARNEGIE BEACH, CALIFORNIA 92008	
DRAWING NO. 0856110	
SCALE AS SHOWN	
DATE 5/11/78	
DRAWN BY J. S. [Name]	
CHECKED BY [Name]	
PROJECT NO. [Number]	
SHEET NO. 5 OF 5	
TITLE SITE DETAILS	
DRAWING NO. D-1	
SHEET NO. 5 OF 5	

Exhibit 4

STATE OF RHODE ISLAND
PROVIDENCE, SC.

COASTAL RESOURCES MANAGEMENT COUNCIL
Oliver H. Stedman Government Center
Tower Hill Road, Wakefield, RI 02879

DECISION

Petition Of: Northern Waterfront Associates

~~Docket No.: 2011-05-120~~

Applicant, Northern Waterfront Associates, filed with the Coastal Resources Management Council an application to construct and maintain the Carnegie Beach Club Project (CBC) consisting of a plan resort development at the site of the former Weyerhaeuser Company timber shipping facility and the current Mount Hope Marine Maritime Terminal.

A meeting was held by the Coastal Resources Management Council on November 8, 2011 in the Department of Administration, One Capitol Hill, Conference Room A, Providence, RI, pursuant to the Administrative Procedures Act. At that time, evidence was submitted on behalf of the applicant as well as other interested parties. Further evidence was submitted by staff members of the Coastal Resources Management Council and by other State agencies, all of which was incorporated into the record. Further, all evidence so submitted to the Council pursuant to this application whether it be by interested parties, through its staff members and other various State agencies has been and is available to all interested parties at the office of the Coastal Resources Management Council, Oliver H. Stedman Government Center, Tower Hill Road, Wakefield, Rhode Island, 02879.

At a meeting held on November 8, 2011 at the Department of Administration, One Capitol Hill, Conference Room A, Providence, RI, the entire Council took under consideration the record, the evidence therein and after careful consideration upon the same and after a vote and review of all of the evidence and records by the members of the Council, the entire Council finds as a matter of fact:

FINDINGS OF FACT:

1. The proposed project location is from Willow Lane to Pheasant Drive, west of Bristol Ferry Road (Route 114), Portsmouth, RI.
2. The coastal feature is coastal wetland, undeveloped barrier, coastal beach, cobble beach backed by bulkhead, coastal bluff, tributary (freshwater) wetland.
3. The proposed project abuts Type I Conservation Waters, "Fire Pond", Type 2 low-intensity use, and Type 4 Multipurpose Waters.
4. The applicable provisions of the CRMP are set forth in the staff reports and incorporated herein by reference. Additionally the application is subject to the regulations relating to freshwater wetlands in the vicinity of the coast RICRMP 100.4, and the Aquidneck Island Special Area Management Plan (AISAMP).
5. The proposed project requires a variance to RICRMP Section 300.6.E.3.(b), as set forth in the staff reports and incorporated herein by reference.

6. The CRMC staff biologist and engineer wrote comprehensive reports relating to the project. In their reports, the CRMC staff concluded that the proposal is inconsistent with the AISAMP, particularly regarding the public access requirement and greenway implementation. The CRMC staff also gave testimony at the full Council hearing. The ultimate conclusion of the staff engineer and biologist however, was to defer to the Council on the application.
7. During the course of the public hearing the applicant himself, as well as through various witnesses, presented evidence regarding the proposal. The consultants for the applicants testified that the proposal generally, or for the most part, complied with the provisions of the AISAMP.
8. During the course of the public hearing representatives of the Rhode Island Economic Development Corporation, and a member of the Portsmouth Town Council, spoke in favor of approving the application. Additionally, after the staff presentation and presentation of the applicant, an official of Save the Bay represented that while they recognized the CRMC staff concerns with the project, they did not object to the application.
9. The CRMC staff stated on the record that, in the event the Council were to approve this application, the staff be given the opportunity to draft appropriate stipulations. The staff did not provide stipulations in their reports because of the fact they had deferred the matter to the full Council.
10. The Council finds that this application is unique in that it was commenced under the rules of the RICRMP while the AISAMP was being developed. Because of the timing of the application, and the adoption of the AISAMP, the Council believes that this is a unique situation that will not be replicated on subsequent applications by this applicant or any other applicant.
11. The Council finds that the proposed request for a variance:
 - a) Does conform with the applicable goals and policies in Parts Two and Three of the CRMP;
 - b) Will not result in significant adverse environmental impacts or use conflicts;
 - c) That due to the conditions at the site, the applicable standard cannot be met;
 - d) The modification requested by the applicant is the minimum variance to the applicable standard necessary to allow a reasonable alteration or use of the site.
 - e) The requested variance to the applicable standard is not due to any prior action of the applicant or the applicant's predecessor in title.
 - f) Due to the conditions of the site in question the standard will cause the applicant an undue hardship.
12. For the reasons set forth above the Council finds the applicant has met its burdens of proof under the applicable sections of the CRMP or SAM Plan.
13. Based on the foregoing, there is not a reasonable probability of conflict with a plan or program for management of the State's coastal resources as well as damage to the coastal environment of the State of Rhode Island.

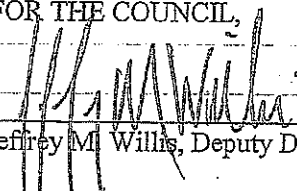
14. Therefore, the Council approves this application, however, no Assent shall issue until staff is given the opportunity to prepare appropriate stipulations. In the event the stipulations are objected to by the applicant, the matter shall be referred back to the full Council for further review.

CONCLUSIONS OF LAW:

1. ~~This Council has been granted jurisdiction over the above-mentioned project by reason of Title 46, Chapter 23 of the General Laws of the State of Rhode Island, as amended.~~
2. The proposed alterations do conflict with the management plan approved and adopted by this Council and in effect at the time the application was submitted.
3. The record reflects that the evidentiary burdens of proof as set forth in the Coastal Resources Management Program have been met for this project.

WHEREFORE, as a result of these Findings of Fact, it appears that the proposed activity does not have a reasonable probability of causing a detrimental impact upon the coastal resources of the State of Rhode Island. As a result of these Findings of Fact and Conclusions of Law, the Council hereby approves the application with all staff stipulations as set forth above.

FOR THE COUNCIL,



Jeffrey M. Willis, Deputy Director

Dated: 12-01-2011



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COASTAL RESOURCES MANAGEMENT COUNCIL

Oliver H. Stedman Government Center
4808 Tower Hill Road, Suite 3
Wakefield, R.I. 02879-1900

(401) 783-3370
FAX: (401) 783-3767

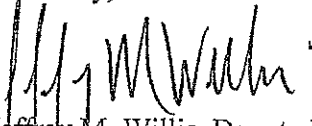
Date: December 5, 2011
File Number: A2011-05-120

To Whom It May Concern:

Attention is invited to the provisions of Section 42-35-15 of the Administrative Procedures Act whereby a final decision in a contested case may be subject to judicial review provided a complaint is filed in the Superior Court of Providence County within thirty (30) days after the mailing of the decision.

This thirty (30) day period for the Northern Waterfront Associates, L.P.
case expires on January 5, 2012

Sincerely,


Jeffrey M. Willis, Deputy Director
Coastal Resources Management Council

/lat

Exhibit 5

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC UTILITIES COMMISSION

IN RE: PETITION TO CROSS RAILROAD
CROSSING FILED BY NORTHERN
WATERFRONT ASSOCIATES, LP

DOCKET NO. _____

AGREEMENT

Agreement made this 13th day of March, 2012 by and among Northern Waterfront Associates LP ("Petitioner"), the Rhode Island Department of Transportation ("RIDOT"), the Dinner Trains of New England Limited Liability Company, ("Dinner Train LLC"), and the Town of Portsmouth, ("Town") in order to resolve issues pending in the above captioned proceeding. All parties hereby jointly request approval of this agreement by the Rhode Island Public Utilities Commission ("Commission") and agree to be bound by its terms and conditions.

1. Petitioner has requested permission to cross the Newport Secondary Railroad Line in Portsmouth, Rhode Island, ("Newport Secondary"), at certain permanent locations as depicted on plans entitled "CARNEGIE BEACH CLUB, PLANNED RESORT DEVELOPMENT, WEST SHORE AND BRISTOL FERRY ROAD, PORTSMOUTH, RHODE ISLAND 02871, MARCH, 2009 PERMIT SET, by Northeast Engineers and Consultants, Scale: 1" = 30' Sheets RR1-RR5" (hereinafter the "Plans").
2. Said plans depict four crossings, to wit: one existing crossing at West Shore Road, a public road in the Town, and three proposed new permanent crossings at the Club House Road, Main Road and Public Access Crossings/Fire access road.
3. Petitioner sought consideration of the elimination of certain gates, flashing lights and warning bells in connection with the three new proposed permanent crossings depicted on the Plans.
4. In order to address concerns of the Division of Public Utilities and Carriers, RIDOT and Dinner Train LLC, the parties have agreed to the imposition of a "Stop and Proceed" procedure relative to rail traffic over the crossings and for Petitioner to install certain safety features consisting of pavement markings and signage and also perform certain utility installations for use in possible future installation of other mechanical safety features.

5. The RIDOT, Town, Dinner Train LLC and Petitioner believe that this agreement, as a whole, constitutes a just and reasonable resolution of the issues raised by this petition and jointly request the Commission to approve this agreement.

TERMS OF AGREEMENT

1. The RIDOT, Town, and Dinner Train LLC agree the petitioner may establish the crossings subject to and conditioned upon the following terms and conditions:
 - a. Within one hundred eighty (180) days of the receipt of notice from the RIDOT, or Commission, Petitioners shall install the pavement markings and signage depicted on the Plans at all four (4) Crossings: West Shore Road, Main Road, Club House Road and Public Access Crossings/fire access road.
 - b. Within one hundred eighty (180) days of the receipt of notice from the RIDOT or Commission Petitioners shall install the conduits and service lines for future control boxes depicted on the plans for the Main Road, Club House Road and Public Access Crossings/Fire access road.
 - c. Within sixty (60) days of the receipt of notice from the RIDOT or Commission, petitioner shall obtain a performance bond to secure the installation of control boxes, gates, lights and/or bells and their related features at the Main Road, Club House Road and Public Access Crossings/ fire access road.
 - d. In the event that it is deemed warranted in the future, within one hundred (180) days of the receipt of notice from the RIDOT, Petitioner shall install the appropriate control boxes, gates, flashing lights and warning bells for the Main Road, Club House Road and Public Access Crossings/Fire access road.
 - e. Petitioner shall coordinate with the operators of Dinner Train LLC and the operators of all other rail traffic on the Newport Secondary to establish and follow the safety precautions set forth in paragraph two (2) hereof.
2. Petitioner and Dinner Train LLC agree to establish and comply with the following safety precautions:
 - a. Petitioners shall obtain a published schedule of trains that identifies the times and days trains transit the Crossings. The schedule shall be posted at a conspicuous place in the Petitioner's business office and

the Club House and updated to reflect changes to the schedule as necessary.

- b. Petitioner shall thoroughly brief and advise all members and guests as they arrive at the Carnegie Beach Club that the Crossings are active and that they should stop, look and listen for bells and whistles before proceeding across the tracks at each Crossing.
- c. Petitioner shall establish and maintain an adequate communication system with Dinner Train LLC, the operators of all other rail traffic on the Newport Secondary, members and guests to advise of any delay or variance of any scheduled trains transiting the Crossings.
- d. Petitioners shall install and maintain the pavement markings, gates, and warning signs in accordance with the Plans. The pavement markings shall be replaced every three years. The gates and signs shall be replaced every five years. All drainage lines or culverts crossing installed by the Petitioner under the RR line shall be cleaned and inspected every two years.
- e. According to the parties approximately 1-3 train trips per week are planned to be made over the Crossings. Petitioner and Dinner Train LLC shall notify the RIDOT and the Town of any significant change, (i.e. 9 or more trips per week), in the frequency of train traffic transiting the Crossings.
- f. Prior to transiting each Crossing all rail traffic, including but not limited to the Dinner Train, shall be required to sound warning bells in accordance with RIGL 39-8-14.
- g. A "Stop and Proceed" procedure is entered in connection with train traffic transiting the Crossings. All rail traffic, including but not limited to the Dinner Train, shall come to a full, complete stop at a sign post erected fifty (50) feet in advance of each Crossing. After observing that the Crossing is clear of traffic, the train or other rail traffic may proceed over the Crossing at a speed not exceeding five (5) miles per hour while continuing to sound its bells in accordance with RIGL 39-8-4.
- h. The above procedure shall remain in effect until such time as active warning devices, (bells, lights and/or gates), are installed and placed in service as determined by the RIDOT pursuant to Paragraph 1(d) of this Agreement.
- i. Petitioner shall notify track inspection contractors, maintenance-of-way contractors, operators of rail vehicles, Dinner Train LLC and

operators of all other rail traffic on the Newport Secondary regarding the requirements set forth in Paragraphs 2(f) through 2(g) of this agreement. Petitioner shall notify the RIDOT and the Town in the event that any of the aforementioned persons or entities fails to comply with the terms and conditions of this agreement.

- j. Petitioner, its successors and assigns shall indemnify, defend and hold the State harmless against claims for injuries sustained by any person or persons or other entities resulting from or arising from the Petitioner's activities under this Agreement. In furtherance of said obligation, Petitioner shall procure and keep in effect during the term of this Agreement, public liability insurance as well as contractual liability insurance covering liabilities assumed by the Petitioner under this Agreement. Said insurance shall be in limits of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, death, and/or property damage whether of the State, the Petitioner or other party and shall contain a waiver of subrogation against the Petitioner. Said insurance may have a six million dollar (\$6,000,000) aggregate. The providing of said insurance coverage will not be deemed a limitation on the liability of Petitioner as provided in this Agreement, but will be additional security therefore. The Petitioner will name the state of Rhode Island and Providence Plantations and Dinner Train LLC or future operators as additional insureds under its liability policies and require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the State.
 - k. Petitioner and Dinner Train LLC shall indemnify defend and hold harmless the state of Rhode Island and Providence Plantations, its agencies, officers and employees from any and all claims, causes of action, liability, damages, costs and expenses arising as a result of injury or death or damages to property involving a train or other rail traffic transiting the Crossings.
3. This agreement shall be deemed null and void, and all easements for Crossings shall be extinguished, upon the establishment of a commuter or high speed rail through the Newport Secondary Track.
 4. This agreement shall bind and inure to the successors and assigns of the parties hereto.
 5. Notices under this agreement to the following entities shall be in writing and shall be effected by certified mail, return receipt requested:

To the Rhode Island Division of Public Utilities & Carriers:

Division of Public Utilities & Carriers
89 Jefferson Blvd.
Warwick, RI 02888

To the Rhode Island Public Utilities Commission:

Rhode Island Public Utilities Commission
89 Jefferson Blvd.
Warwick, RI 02888

To: Rhode Island Department of Transportation:

RI Dept. of Transportation
Chief Special Counsel
Office of Legal Counsel
Two Capitol Hill, Rm. 250
Providence, RI 02903

To: Petitioner:

Northern Waterfront Associates, LP
300 Willow Lane
Portsmouth, RI 02871

To: Dinner Trains of New England, LLC:

Robert J. Andrews
56 Bridge Street
P.O. Box 1081
Newport, RI 02840

To : Town of Portsmouth

John Klimm
Town Administrator
2200 East Main Road
Portsmouth, RI 02871

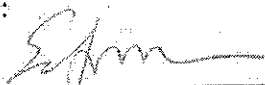
6. The acceptance of this settlement agreement establishes no principle or precedents and shall not in any respect constitute a determination by the Commission as to the merits of any issue in any subsequent proceeding.

7. In the event the Commission: (i) rejects this agreement (ii) fails to accept this agreement as filed, or (iii) accepts this agreement subject to terms and conditions unacceptable to any party hereto, then this agreement shall be deemed withdrawn and shall be null and void in all respects.
8. The Commission, State, Town, Petitioner and Dinner Train LLC attest that this agreement as a whole, is in the public interest and in accordance with law and regulatory policy.

Dated this 13th day of March, 2012

Northern Waterfront Associates LP

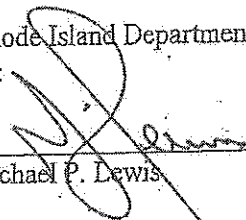
by:



Edward T. Lopez, Jr.
Authorized Representative

Rhode Island Department of Transportation

by:



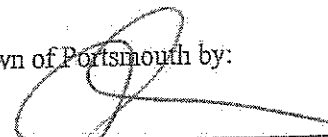
Michael P. Lewis

Dinner Trains of New England Limited
Liability Company, by:



Robert Andrews, Authorized Member

Town of Portsmouth by:



John Klimm, Town Administrator