

CITY OF WOONSOCKET, RHODE ISLAND
Request for Qualifications & Proposals
for RIVER'S EDGE SOLAR PROJECT – BID# 5936


The City of Woonsocket ("City") is requesting sealed proposals from Qualified Companies hereafter called (the "Respondent" or "Bidder") for the development of a Solar Energy Project to benefit the City. The objective of this solicitation is to create a Public-Private Partnership for Planning, Permitting, Design, Installation, Operation and Maintenance of a Solar Energy Project on City owned property known as the River's Edge Recreational Complex located on Davison Road, Parcel 32-9 (the "Site") to create revenue and energy savings for the City. See Attached Site Plan – Exhibit I.

Sealed bids will be received by the City in the Finance Department, Office of Purchasing, City Hall, 169 Main Street, Woonsocket, RI 02895 due on **Thursday, December 5, 2019 @ 2:00 PM.** Bid opening will be held in the 2nd floor conference room at City Hall.

All questions pertaining to the technical nature of the RFP/RFQ must be referred to the Engineering Division at City Hall, 169 Main Street, Woonsocket, RI, Michael Debroisse, Superintendent of Solid Waste/Engineering 767-9216 or Jonathan Pratt, City Engineer 767-9220.

Responses will be evaluated on the basis of the relative merits of the bid in addition to the price, revenue generation, energy savings and economic benefit to the City. The City reserves the right to reject any and all responses, or parts thereof, to waive any irregularity in the responses received and to accept the responses or parts thereof deemed to be most favorable to THE BEST INTEREST OF THE CITY.

Published: October 30, 2019


Christine Chamberland
Finance Director

**CITY OF WOONSOCKET
DEPARTMENT OF PUBLIC WORKS
RIVER'S EDGE SOLAR PROJECT BID#5936**

1. INTRODUCTION:

The City of Woonsocket (the "City") is seeking proposals from qualified enterprises to develop a solar energy generating system that will (i) virtually (or remotely) net meter to offset existing City electric accounts and/or (ii) make use of City owned property for a fee through a long-term lease. The City is seeking to maximize the use of City owned property at the former landfill site, known as the Woonsocket City Dump on Davison Road, Parcel 32-9¹, with nameplate renewable energy generating system capacity, furthering the State of Rhode Island's ambitious goal to significantly reduce greenhouse gas emissions.

The City is interested in bids that can demonstrate the Bidders ability to develop, permit, finance and construct an electric generation facility as a renewable energy resource as defined under R.I. Gen. Laws §39-26-5 within a reasonably proximate time. To that end, Bidders must provide a reasonable schedule that provides deadlines for both of the following events after the contract execution date: (a) Closing of construction, financing and commencement of construction; and (b) Commercial Operation Date. A proposal that does not have a reasonable schedule that provides sufficient time for the application for, and receipt of, necessary permits and approvals may be determined to have not satisfied the requirements of this RFP. The City is requesting respondents to propose a solar energy generating system that will utilize long-term lease agreements, a long-term Power Purchase Agreement or Public Entity Net Metering Finance Arrangement between the Bidder and the City. Bidders shall present projects utilizing the City owned property known as River's Edge Recreational Complex located on Davison Road, Parcel 39-2 (the "Site") and to offer proposals based on long term lease agreements and/or a Public Entity Net Metering Financed Arrangement that sells the net metering credits at a competitive discount rate.

2. INVITATION TO SUBMIT RFQ / RFP (Bid)

A. Proposals Due Date:

Bid submissions are due on Thursday, December 5, 2019 @ 2PM.

Each proposal shall contain the full name and business address of the Bidder and Bidder's contact person and shall be signed by an authorized officer of the Bidder. Bidders must sign the original proposal and include copies of the signature page with the proposal. Following the submission of a proposal, it is the Bidder's responsibility to keep the City informed of any changes in the status of its proposals and/or projects while the bid remains open. The City retains the right to seek additional information from any Bidder and the right to negotiate final terms until a final contract is developed.

¹ The Site appears on the Rhode Island Department of Environmental Management's "List of CERCLA & State Sites in RI" and is identified as Woonsocket City Dump, Davison Road, SR-39-1691.

B. Bid Submissions / Location:

Each Bidder shall have the sole responsibility for carefully reviewing the RFQ/RFP and for thoroughly investigating and informing itself with respect to all matters pertinent to this RFP and its proposal. Each Bidder shall be solely responsible for and shall bear all of its costs incurred in the preparation of its proposal and/or its participation in this RFQ/RFP.

Respondents shall submit three (3) bound copies and (1) electronic version on a flash drive to:

**City of Woonsocket
Office of Purchasing
169 Main Street
Woonsocket, RI 02895**

Bidders shall mark the outside of envelope or package containing your response with Company Name, RFQ/RFP Title, Due Date, and Time of Submission.

C. Opening of RFQ / RFP:

All proposals will be publicly opened and read aloud. All interested persons are invited to be present at the opening and reading of the proposals. Due to the nature of the proposal and multiple options anticipated to be submitted by the Respondents the City will not formally award the project until all qualifications and content of the proposals are reviewed by the awarding authority.

D. Mandatory Pre RFQ / RFP Conference:

A mandatory Pre-Bid Conference meeting will be held on Tuesday, November 12, 2019 @ 10:00 AM in the City of Woonsocket Council Chambers, City Hall, 169 Main Street, Woonsocket, Rhode Island 02895. Only those Respondents attending this meeting will be allowed to submit a proposal for consideration.

E. RFQ / RFP Schedule:

- Mandatory Pre-Bid Conference Date: **Tuesday, November 12, 2019**
Public Opening of Responses Date: **Thursday, December 5, 2019**
- Respondents Presentation / Interviews / Negotiations/ To Be Determined

Individuals requesting interpreter services for the hearing impaired must notify the City Clerk's Office (401) 762-6400 three (3) business days prior to the bid opening.

F. RFQ / RFP Acceptance Period:

The Respondent must hold their proposal for a minimum of 120 days. If mutually agreed to in writing by the City and the apparent successful Respondent, the period may be extended.

G. Request for Information (RFI) / Addendum

Any Respondent that has questions regarding this RFQ/RFP must submit the question in writing a minimum of 10 days before the submission date to the City and an addendum will be issued clarifying the question to all bidders if required. Questions will only be addressed by Respondents submitting proposals and who have attended the Pre- Bid Conference meeting.

Any questions or correspondence regarding the RFP should be sent to the official contact at following email address:

Michael Debrousse, Superintendent, City Engineering Department -
MDebrousse@woonsocketri.org

Jonathan Pratt, Engineer, City Engineering Department - jpratt@woonsocketri.org

Only Bidders may send questions and correspondence to the official contact for this RFP. Any comments, questions, or information sent to the official contact by non-bidders will not be considered by the City. Also, Bidders should copy the following recipients on any questions or correspondence:

Legal Counsel for the City: Attorney Christian F. Capizzo:
ccapizzo@psh.com

H. Proposal Rejection, Modification or Cancellation of RFP:

The City reserves the right to accept or reject any and all proposals, or portions thereof or to waive any informality, and to select and negotiate a renewable energy agreement that is in the best interest of the City. Following the submission of proposals, the City may request additional information from Bidders at any time during the process. Bidders that are not responsive to such information requests may be eliminated from further consideration. The City may, at any time up to final award: postpone, withdraw and/or cancel this RFP; alter, extend or cancel any due date; and/or, alter, amend, withdraw and/or cancel any requirement, term or condition of this RFP, any and all of which shall be without any liability to the City.

I. Proposal Withdrawal:

Proposals may only be withdrawn by the authorized representative of the Respondent and only by written request received before the submittal deadline.

J. Final Approval and Award of Contract(s):

The final approval and award of any contracts / agreements in connection with this RFQ/RFP shall be subject to review and approval by the Woonsocket City Council.

3. SUBMISSION OVERVIEW AND REQUIREMENTS

On August 5, 2019 the Woonsocket City Council authorized a Request for Qualifications (“RFQ”) / Request for Proposal (“RFP”) process for a solar energy project for the City on the capped former landfill portion of the City owned property known as the River’s Edge Recreational Complex located on Davison Road, Parcel 39-2, that will create a public – private partnership to develop and execute a beneficial energy procurement and management strategy for the City.

The City is requesting sealed proposals for a solar project in accordance with the terms and specifications contained herein.

The City is specifically seeking proposals for a municipal-based solar energy project which will provide the City with both short- and long-term strategies for revenue generation including electricity cost savings, lease payments, tax benefits, and any and all potential cost benefits/savings for the City.

Respondents may submit as much information/documentation necessary that will best illustrate their overall approach to the project and their company’s qualification to implement a plan in the best interest of the City. Respondents are welcome to suggest proposed scopes of work and/or alternative approaches to a public - private partnership arrangement based upon the Respondent’s experience with other renewable energy projects of similar nature (e.g. projects developed on former landfills/contaminated sites) that offer a means to maximize the long-term economic value and benefits to the City.

In order to be eligible under this RFP/RFQ, Bidder must have conducted a Pre-Application meeting with the Rhode Island Department of Environmental Management’s Office of Customer and Technical Assistance (“OCTA”) and provide OCTA with a conceptual design plan including but not limited to approximate limits of disturbance, preliminary design for storm water management, identification of wetlands and approximate boundary of wetlands, identification of flood way and flood plain and plan to address any Environmental Land Use Restrictions (“ELUR”) (See Attached recorded ELUR- Exhibit II). Bidder must also provide the City with a summary letter of said Pre-Application meeting issued by the Rhode Island Department of Environmental Management (“DEM”).

In addition, Respondent shall budget \$20,000 as part of the proposal to reimburse the City for the fiscal expenditures used for the selected renewable energy technical/financial services consultant that the City will use to evaluate the proposals. Said Consultant shall be selected by the Woonsocket City Council in accordance with Chapter II, Section 17 of the Home Rule Charter. The Respondent shall cooperate with the City’s consultants.

The Respondents may be requested to give a presentation to the City Awarding Authority and Residents at any time during this process.

Due to the nature of this RFQ / RFP the City may select a Respondent whom they have determined to be the best qualified based on experience and not only on the Bidders

initial offer (the “Bid”) to the City. Continued partnering between the City and the successful Bidder pertaining to other City properties that may be beneficial to the City will be explored.

A. GENERAL RESPONDENT’S INFORMATION

The evaluation criteria provided by the Bidder will enable the City to assess the likelihood of a project coming to fruition based on various factors critical to successful project development. The objectives of the criteria are to provide an indication of the feasibility and viability of each project and the likelihood of developing a successful renewable energy project on a former landfill site and meeting a proposed commercial operation date. Proposals are preferred that can demonstrate, based on the current status of project development and experience, that the project will likely be successfully developed and operated as proposed. A variety of project and proposal related factors will need to be provided by Bidder and they are summarized as follows:

1. Proposal Form
2. Proposal Summary/Contact Information
3. Executive Summary
4. Pricing Information and Schedules
5. Project Operational Parameters
6. Financial/Legal
7. Siting and Interconnection
8. Environmental Assessment and Permit Acquisition Plan
9. Engineering and Technology
10. Operations and Maintenance
11. Project Schedule
12. Project Management/Experience
13. Alternatives
14. Economic and Environmental/Energy Benefits to City

1. RFQ / RFP Response Detail:

The sections listed below shall be used as a template only and Respondents are encouraged to provide additional detail to the RFQ/RFP response. Please identify all attachments in the proposal. The proposal must include a table of contents identifying each of the sections submitted. Respondent may provide any additional attachments needed to fully demonstrate their company’s qualification, however, any additional attachments shall be noted in the Table of Contents.

2. General Bidder Information:

- a. Company ownership, if incorporated, the State in which the company is incorporated;
- b. Location of all company offices and corporate headquarters;
- c. Number of employees both locally and nationally;

d. Organizational chart for the Bidder's project team along with roles and responsibilities of experience of team members. Proposed Team members and project staff must demonstrate they have experience developing, financing, operating, and constructing renewable energy systems.

3. Public – Private Partnerships:

Respondent must illustrate they have constructed projects under a Public – Private Partnership and list those partnerships and related projects. Respondent to provide a list of the municipalities in Rhode Island that Respondent has partnered with on renewable projects including those in operation, under construction or under site control.

4. Executive Summary:

Provide an organizational chart for the Respondent's project team along with roles and responsibilities of team members. Proposed Team members and project staff must illustrate they have experience in developing, operating, and constructing renewable energy systems.

5. Proposed Projects:

For project background please include any preliminary layouts and / or draft renderings for the Site; estimated energy output; and an offer to the City that will create revenue or energy savings and other benefits to the City. Proposals that do not include an indication of how the project and site complies with local planning and zoning ordinances as well as state and federal environmental regulations, will not be accepted. Respondent to provide the current status of interconnection for the Site, if applicable, and an interconnection plan and timeline.

6. Power Purchase Agreement:

Respondents are expected to provide a financial proposal to own and operate the proposed solar system for a defined term. The term of the agreement is expected to be twenty-five (25) years. The successful Bidder will be asked to draft an agreement for review by the City.

7. Past Projects and Systems:

Bidder must demonstrate that it has delivered one or more operational projects with a minimum size of a 1.0 Megawatts AC. The Bidder must demonstrate that it has the ability to deliver and provide asset management support to the technology associated with those projects. Preference will be given to companies with a Rhode Island office. This demonstration can be made by showing that the Bidder has:

- a. Successfully developed similar type projects by a proposed commercial operation date; or

- b. Successfully developed one or more projects of different technologies but of similar size or complexity or requiring similar skill sets by a proposed commercial operation date;
- c. Experience in financing power generation projects;
- d. Successfully delivered one or more operational renewable energy systems with a minimum size of a 1.0MW operating in the State of Rhode Island;
- e. Successfully delivered and provided operational management support to the technology associated with those projects;
- f. Successfully sited renewable energy projects on brownfield sites (e.g. capped former landfill sites) including working with the Rhode Island Department of Environmental Management and the United States Environmental Protection Agency.

8. Interconnection and Deliverability:

Bidder must illustrate they have experience working with National Grid, ISO-NE or other utility to deliver interconnection to remote sites through specific project examples. Bidder to provide the following information/documentation:

- a. Status of interconnection and system impact studies and timeline to obtain the same;
- b. Likelihood that interconnection process will be completed in accordance with schedule for project development;
- c. Timeline for interconnection process;
- d. Estimated commercial operation date.

9. Siting, Permitting and Approvals Plan:

The successful Bidder will be responsible for obtaining all permits and approvals required for this project and work with the City in obtaining these permits and approvals. The Bidder shall assume all of these costs in their proposal. Permits, approvals and costs with National Grid will be the responsibility of the Bidder. Bidder to provide the following information:

- a. Identification of required permits and approvals from local, state and federal agencies and timeline/plan to obtain;
- b. Status of efforts and credibility of plan to obtain permits and approvals;
- c. Community relations plan;
- d. Environmental Impact;

- e. Experience in obtaining permits and approvals from local, state and federal agencies;
- f. Evidence of successfully working with local, state and federal agencies on obtaining permits and approvals;
- g. Identification of the required approvals from the Rhode Island Department of Environmental Management (“DEM”) and the United States Environmental Protection Agency (“EPA”) to develop a renewable energy project on the Site;
- h. Identification of and plan to address any restrictions on the use of the Site for renewable energy project including but not limited to Environmental Land Use Restrictions (“ELUR”) issued by DEM/EPA and deed restrictions - See Attached Deed – Exhibit III²;
- i. Pre-Application Summary letter issued by DEM.

10. Project Team Subcontractors:

Please provide all work that will be self-performed and potential qualified subcontractors. Describe past projects that Respondent’s company has completed with these team members and their qualifications for this type of work.

11. Insurance Requirement:

Within 10 calendar days after award, the successful Respondent must furnish the City proof of insurance coverage naming the City of Woonsocket as additionally insured. Insurance requirements will include but not be limited to Workman’s Compensation and General Liability Insurance of \$1,000,000. The City reserves the right to request additional insurance amounts and coverage, including but not limited to environmental insurance and Respondent shall agree to the same.

12. Project Experience:

Please provide a description of Respondent’s experience in developing similar projects and present and future capacities with the following information that describes the (3) most recent projects similar in scope and design:

- a. Projects and customer name and locations;
- b. Photos;
- c. Type of contract (e.g. direct purchase, lease, PPA, NMCA, etc.);
- d. Respondents Role (e.g. lead developer, subcontractor, financier, and owner);

² Although an ELUR and Deed are attached to this RFP/RFQ, Respondent is responsible for conducting due diligence on any and all restrictions associated with the use of the Site for a renewable energy project.

- e. Project Location (including contaminated and Brownfield sites);
- f. Installed Capacity (DC);
- g. Annual Production (kWh) present and future online;
- h. Completion Date;
- i. Permitting and approvals process;
- j. Interconnection process.

13. Project References:

Please provide references from renewable projects completed and underway.

14. System Specifications

Provide as much detail as possible with regard to the proposed solar energy system and components. Information should include technology utilized, estimated energy output, project life, description of warranties and guarantees, description of service and maintenance.

15. Financial Viability

Please provide a description of how the Respondent plans to finance the project and if the Respondent intends to stay involved with the project through the term of the agreements. The Respondent must provide verifiable financing sources adequate to construct a project of the proposed size. Respondent to include the following information:

- a. Respondent to provide a description of how it plans to finance the project;
- b. Respondent to identify who its financing partners are for its projects;
- c. Respondent to identify who its purchasing partners are for its projects;
- d. Respondent to provide information on its role with the project and whether Respondent intends to stay involved with the project through the term of the agreements (e.g. Long-Term Lease, Long-Term Ownership Plan, Tax Equity Plan);
- e. Respondent to provide information related to establishing financial mechanisms for funding the removal of the renewable energy system (e.g. establishing escrow or removal bond) and provide examples of the same that it has utilized on other projects;

f. Respondent to provide verifiable information on its financing sources and the sources ability to finance the construction of a project of the proposed size.

16. Project Timeline

Please provide a schedule indicating major project milestones and durations. Schedule should assume a Notice of Award 90 Days after submission of RFP / RFQ. The City reserves the right to extend the Notice of Award in its sole discretion.

17. Facility Operations, Maintenance and Warranty Plan

Please provide a description of the Respondent's plan and ability to effectively monitor, operate, and service the project in a prompt and cost-effective manner to ensure optimal project production over the project life including but not limited to the following information:

- a. Description of Respondent's experience in providing O&M services for renewable energy projects including but not limited to former landfill/contaminated sites;
- b. Annual budget being provided for all operations, maintenance, compliance with Environmental Land Use Restrictions and warranties;
- c. Schedule of major maintenance activities, plan for ensuring that any Environmental Land Use Restrictions are complied with and plan for testing equipment;
- d. a decommissioning plan that will illustrate how funds will be reserved (and the amount of funds that will be held) to implement that decommissioning plan and protect the City from having to incur costs to remove the renewable energy project.

4. EVALUATION and SELECTION

The City shall utilize all of the information provided in the responses in evaluating and making an award of a contract in response to this RFQ/ RFP. The award will be made after careful consideration of experience and ability. The City will pay particular attention to:

- a. Bidder's demonstrated understanding of the RFP.
- b. Renewable energy projects completed and underway in Rhode Island.
- c. Total Capacity both present and future for Woonsocket.
- d. Overall cost benefit and savings to the City.
- e. The evaluation criteria responses provided by Bidder.

f. The feasibility and viability of the project.

g. Bidder's experience with successfully developing renewable energy projects on contaminated /Brownfield sites.

Any Bidders selected for negotiations by the City will be required to indicate in writing whether they intend to proceed with their proposals within five (5) business days of being notified. Bidders must be able to begin negotiations immediately upon that notification. If negotiations are not successful within a reasonable period of time, the City may terminate the Bidder's conditional selection.

5. COST PROPOSAL:

The Respondent's cost proposal must include the following information.

- a. Project location and plan to address any Environmental Land Use Restrictions;
- b. Technology for the Site and related property layout of the proposed renewable energy system;
- c. Anticipated energy output/capacity for the Site.
- d. Revenue Type (Multiple Columns / options). Revenue can be in the form of savings such as lease payments, tax benefits, electrical savings or other revenue or savings that provide economic benefit to the City;
- e. Total Annual Revenue to the City and/or energy savings for the City;
- f. Total Long term revenue projections to the City over a 25-30 year term.

CITY OF WOONSOCKET, RHODE ISLAND
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PROPOSAL SUBMITTED BY:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY (person): _____

SIGNATURE: _____

TELEPHONE #: _____ FAX# _____

EMAIL ADDRESS: _____

CITY OF WOONSOCKET, RHODE ISLAND
Request for Qualifications & Proposals
for RIVER'S EDGE SOLAR PROJECT – BID# 5936

Exhibit I – Site Plan

CITY OF WOONSOCKET, RHODE ISLAND
Request for Qualifications & Proposals
for RIVER'S EDGE SOLAR PROJECT – BID# 5936

Exhibit II – ELUR

CITY OF WOONSOCKET, RHODE ISLAND
Request for Qualifications & Proposals
for RIVER'S EDGE SOLAR PROJECT – BID# 5936

**Exhibit III – Deed & Agreement Providence and Worcester Railroad Company and
City of Woonsocket**

CITY OF WOONSOCKET, RHODE ISLAND
Request for Qualifications & Proposals
for RIVER'S EDGE SOLAR PROJECT – BID# XXXX

Exhibit I – Site Plan



LIMITS OF PROPOSED DEVELOPMENT
AREA = 10.8 AC

CITY OF WOONSOCKET, RHODE ISLAND
Request for Qualifications & Proposals
for RIVER'S EDGE SOLAR PROJECT – BID# XXXX

Exhibit II – ELUR

ENVIRONMENTAL LAND USAGE RESTRICTION

This Declaration of Environmental Land Usage Restriction (.Restriction.) is made on this 8th day of February, 2012 by the City of Woonsocket, and its successors and/or assigns (hereinafter, the "Grantor").

WITNESSETH:

WHEREAS, the Grantor the City of Woonsocket is the owner in fee simple of portions of certain real property identified as Plat 28, Lot 13; Plat 29, Lots 42, 46, 47; and Plat 32, Lots 7, 9, 10 located at Davison Avenue, Woonsocket, Rhode Island (the "Property"), more particularly described in Exhibit A (Legal Description) which is attached hereto and made a part hereof;

WHEREAS, the Property (or portion thereof identified in the Class I survey which is attached hereto as Exhibit 2A and is made a part hereof) has been determined to contain a solid waste landfill which has been closed pursuant to the Rules and Regulations for Composting Facilities and Solid Waste Management Facilities ("Solid Waste Regulations");

WHEREAS, the Grantor has determined that the environmental land use restrictions set forth below are consistent with the regulations adopted by the Rhode Island Department of Environmental Management ("Department") pursuant to R.I.G.L. § 23-19.14-1 et seq.;

WHEREAS, the Department's written approval of this Restriction is contained in the document entitled: Davison Avenue Landfill Closure Project Conditional Approval – Bid 2 ("Closure Approval");

WHEREAS, to prevent exposure to or migration of solid waste and to abate hazards to human health and/or the environment, and in accordance with the Closure Approval, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Property;

WHEREAS, the Grantor believes that this Restriction will effectively protect public health and the environment from such contamination; and

WHEREAS, the Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against the Grantor and the Grantor's successors and assigns.
NOW, THEREFORE, Grantor agrees as follows:

A. Restrictions Applicable to the Property: In accordance with the Closure Approval, the use, occupancy and activity of and at the Property is restricted as follows:

- i No unrestricted residential use of the Property shall be permitted that is contrary to Department approvals and restrictions contained herein;
- ii No groundwater at the Property shall be used as potable water;

- iii No soil or solid waste beneath the landfill cap at the Property shall be disturbed in any manner without written permission of the Department's Office of Waste Management, except as permitted in the Closure Approval;
- iv The engineered controls at the Property constructed in accordance with the Closure Approval contained in Exhibit B attached hereto shall not be disturbed and shall be properly maintained to prevent humans engaged in recreational or commercial activity from being exposed to solid waste; and
- v The engineered controls at the Property constructed in accordance with the Closure Approval contained in Exhibit B attached hereto shall not be disturbed and shall be properly maintained so that water does not infiltrate solid waste, where applicable.

B. No action shall be taken, allowed, suffered, or omitted at the Property if such action or omission is reasonably likely to:

- i Create a risk of migration of solid waste;
- ii Create a potential hazard to human health or the environment; or
- iii Result in the disturbance of any engineered controls utilized at the Property, except as permitted in the Closure Approval contained in Exhibit B.

C. Emergencies: In the event of any emergency which presents a significant risk to human health or to the environment, including but not limited to, maintenance and repair of utility lines or a response to emergencies such as fire or flood, the application of Paragraphs A (iii.-v.) and B above may be suspended, provided such risk cannot be abated without suspending such Paragraphs and the Grantor complies with the following:

- i Grantor shall notify the Department's Office of Waste Management in writing of the emergency as soon as possible but no more than three (3) business days after Grantor's having learned of the emergency. (This does not remove Grantor's obligation to notify any other necessary state, local or federal agencies.);
- ii Grantor shall limit both the extent and duration of the suspension to the minimum period reasonable and necessary to adequately respond to the emergency;
- iii Grantor shall implement reasonable measures necessary to prevent actual, potential, present and future risk to human health and the environment resulting from such suspension;
- iv Grantor shall communicate at the time of written notification to the Department its intention to conduct the emergency response actions and provide a schedule to complete the emergency response actions;

- v Grantor shall continue to implement the emergency response actions, on the schedule submitted to the Department, to ensure that the Property is remediated in accordance with the Solid Waste Regulations (or applicable variance) or restored to its condition prior to such emergency. Based upon information submitted to the Department at the time the ELUR was recorded pertaining to known environmental conditions at the Property, emergency maintenance and repair of utility lines shall only require restoration of the Property to its condition prior to the maintenance and repair of the utility lines; and
 - vi Grantor shall submit to the Department, within ten (10) days after the completion of the emergency response action, a status report describing the emergency activities that have been completed.
- D. Release of Restriction; Alterations of Subject Area:** The Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of the Property inconsistent with this Restriction unless the Grantor has received the Department's prior written approval for such alteration. If the Department determines that the proposed alteration is significant, the Department may require the amendment of this Restriction. Alterations deemed insignificant by the Department will be approved via a letter from the Department. The Department shall not approve any such alteration and shall not release the Property from the provisions of this Restriction unless the Grantor demonstrates to the Department's satisfaction that Grantor has managed the Property in accordance with applicable regulations.
- E. Notice of Lessees and Other Holders of Interests in the Property:** The Grantor, or any future holder of any interest in the Property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Restriction. The failure to include such provision shall not affect the validity or applicability of this Restriction to the Property.
- F. Enforceability:** If any court of competent jurisdiction determines that any provision of this Restriction is invalid or unenforceable, the Grantor shall notify the Department in writing within fourteen (14) days of such determination.
- G. Binding Effect:** All of the terms, covenants, and conditions of this Restriction shall run with the land and shall be binding on the Grantor, its successors and assigns, and each owner and any other party entitled to control, possession or use of the Property during such period of ownership or possession.
- H. Inspection & Non-Compliance:** It shall be the obligation of the Grantor, or any future holder of any interest in the Property, to provide for annual inspections of the Property for compliance with the ELUR in accordance with Department requirements.

An authorized representative of the City with direct knowledge of past and present conditions of the Property (the "City Representative"), or a qualified environmental professional will, on behalf of the Grantor or future holder of any interest in the Property, evaluate the compliance

status of the Property on an annual basis. Upon completion of the evaluation, the City Representative or environmental professional will prepare and simultaneously submit to the Department and to the Grantor or future holder of any interest in the Property an evaluation report detailing the findings of the inspection, and noting any compliance violations at the Property. If the Property is determined to be out of compliance with the terms of the ELUR, the Grantor or future holder of any interest in the Property shall submit a corrective action plan in writing to the Department within ten (10) days of receipt of the evaluation report, indicating the plans to bring the Property into compliance with the ELUR, including, at a minimum, a schedule for implementation of the plan.

In the event of any violation of the terms of this Restriction, which remains uncured more than ninety (90) days after written notice of violation, all Department approvals and agreements relating to the Property may be voided at the sole discretion of the Department.

- I. **Terms Used Herein:** The definitions of terms used herein shall be the same as the definitions contained in Section 1.3.00 (DEFINITIONS) of the Solid Waste Regulations.

IN WITNESS WHEREOF, the Grantor has hereunto set (his/her) hand and seal on the day and year set forth above.

The City of Woonsocket

By: Sheila M. McGauvran
Grantor (signature)

Sheila M. McGauvran
Grantor (typed name)

STATE OF RHODE ISLAND

COUNTY OF Providence

In Woonsocket, in said County and State, on the 8th day of 2012, 2012, before me personally appeared Sheila M. McGauvran, to me known and known by me to be the party executing the foregoing instrument and (he/she) acknowledged said instrument by (him/her) executed to be (his/her) free act and deed.

Notary Public:

Estelle B. Cariveau

My Comm. Expires:

7-1-2014

EXHIBIT A

**Legal Description of Property Subject to
Environmental Land Usage Restriction**

Woonsocket, Rhode Island

That certain parcel of land situated on the southerly side of Davison Avenue and on the westerly side of the Blackstone River and the easterly side of Manville Road in the City of Woonsocket, County of Providence, and State of Rhode Island, said parcel being further bounded and described as follows:

Beginning at a point on the existing easterly City Street Line of Davison Avenue, said point also being located 41.36' along a bearing of N54°09'40"W from an iron pipe on the existing westerly City Street Line of Davison Avenue, said point also being the most southwesterly corner of land now or formerly (N/F) of the City of Woonsocket (Assessor's Map (A.M.) D5 LOT 28-110), and the most northwesterly corner of land N/F of the City of Woonsocket (A.M. D5 LOT 28-13), said point also being the most northerly corner of the parcel herein described;

Thence S57°18'27"E, with said land N/F of the City of Woonsocket land forty-four and seventy-six hundredths (44.76) feet;

Thence S76°58'46"E, with said N/F City of Woonsocket land twenty-two (22.00) feet;

Thence N83°38'14"E, with said N/F City of Woonsocket land thirty-three (33.00) feet;

Thence S05°53'46"E, with said N/F City of Woonsocket land eight and sixty-six hundredths (8.66) feet;

Thence N86°28'14"E, with said N/F City of Woonsocket land one-hundred-fourteen and twenty-nine hundredths (114.29) feet to a point, said point being on the westerly bank of the Blackstone River;

Thence, in a general southerly direction along the edge of the Blackstone River to a point, said point being the most southeasterly corner of land N/F of the City of Woonsocket (A.M. F5 LOT 32-10), said point also being the most northeasterly corner of land N/F of the City of Woonsocket (A.M. G5 LOT 34-7; Deed Book (D.B.) 1095 pg. 16), said point also being the most southeasterly corner of the parcel herein described;

Thence S83°10'05" with said N/F City of Woonsocket land, and along the most northerly property line of land N/F of the City of Woonsocket (A.M. G5 LOT 34-87; D.B. 1482 pg. 162) two-hundred forty-four and sixty-nine hundredths (244.69) feet to a point, said point being on the northerly property line of land N/F of Lisa M. Paradis (A.M. G5 LOT 34-20; D.B. 1268 pg. 485), said point also being the most southwesterly corner of the parcel herein described;

Thence N13°25'04"W along the easterly property line of land N/F of the City of Woonsocket (A.M. G5 LOT 32-6) seven-hundred-three (703.00) feet to a point;

Thence N21°56'55"W, with said N/F City of Woonsocket land, and along the easterly City Street Line of Manville Road one-hundred-one and twelve hundredths (101.12) feet to a point;

Thence N14°24'57"W, with said easterly City Street Line of Manville Road, and along the easterly property line of land N/F of Steven P. Celine and M. Jolin (A.M. F5 LOT 32-8; D.B. 720 pg. 277) eight-hundred-three and eighty-five hundredths (803.85) feet to a point on the easterly property line of said N/F Steven P. Celine and M. Jolin land;

Thence N05°52'20"E, with said N/F Steven P. Celine and M. Jolin land one-hundred-five and ninety-five hundredths (105.95) feet to a point;

Thence N13°25'04"W, with said N/F Steven P. Celine and M. Jolin land, and along the most easterly property line of land N/F of Robert R. and Carol A. Gariepy (A.M. F5 LOT 32-1; D.B. 833 pg. 20) and along the easterly property line of land N/F of Anthony R. and Maureen A. Rison (A.M. F5 LOT 32-128; D.B. 513 pg. 95) three-hundred-ninety (390.00) feet to a point on the easterly property line of land N/F of Joseph and Mariana Hodady (A.M. F5 LOT 29-74; D.B. 743 pg. 323);

Thence easterly along a curve to the right having a radius of two-thousand-nine-hundred-thirteen and ninety-three hundredths (2913.93) feet, with said N/F Joseph and Mariana Hodady land, and along the easterly property line of land N/F of Raymond and Paula Paquette (A.M. F5 LOT 29-97; D.B. 1233 pg. 616), and along the easterly property line of land N/F of Raphael Begin (A.M. F5 LOT 29-80; D.B. 592 pg. 75), and along the easterly property line of land N/F of Michael P. and Tabitha Lavoie (A.M. F5 LOT 29-79; D.B. 1251 pg. 511), and along the easterly property line of land N/F of Robert G. and Linda A. Bell (A.M. F5 LOT 29-25; D.B. 1108 pg. 581) three-hundred-five (305.00) feet to a point, said point being on the easterly property line of land N/F of Somxay and Sophavady Syhabouth (A.M. F5 LOT 29-38; D.B. 979 pg. 13);

Thence N21°12'55"W, with said N/F Somxay and Sophavady Syhabouth land, and along the easterly property line of land N/F of Thomas A. Picard (A.M. F5 LOT 29-78; D.B. 1233 pg. 573), and along the easterly property line of land N/F of Douglas P. Fisher (A.M. E5 LOT 29-88; D.B. 1456 pg. 9), and along the easterly property line of land N/F of Pauline Beaudry (A.M. E5 LOT 29-64; D.B. 775 pg. 260), and along the easterly property line of land N/F of Roger D. and Sandra M. Beaudry (A.M. E5 LOT 29-62; D.B. 623 pg. 166), and along the easterly property line of land N/F of Richard Leboeuf (A.M. E5 LOT 29-59; D.B. 1209 pg. 641) three-hundred-fifteen (315.00) feet to a point, said point being at the northeasterly corner of said N/F of Richard Leboeuf land and the southeasterly corner of land N/F of Kevin J. and Lisa D. Siekiera (A.M. E5 LOT 29-61; D.B. 1123 pg. 415);

Thence N07°15'05"W, with said N/F Kevin J. and Lisa D. Siekiera land, and along the easterly property line of land N/F of Richard L. and Denise E. Dufresne Sr. (A.M. E5 LOT 29-7; D.B. 589 pg. 217) one-hundred (100.00) feet to a point, said point being at the northeasterly corner of said N/F of Richard L. and Denise E. Dufresne Sr. land;

Thence N29°50'45"E, with said N/F Richard L. and Denise E. Dufresne Sr. land, and along the easterly property line of land N/F of Roland P. Germain (A.M. E5 LOT 29-26; D.B. 1047 pg. 481) one-hundred-twenty-six (126.00) feet to a point, said point being on the easterly property line of land N/F of Paula DePiero (A.M. E5 LOT 29-27; D.B. 1486 pg. 257);

Thence N07°15'05"W, with said N/F Paula DePiero land, and along the easterly property line of land N/F of Suzanne and Steven Duquesnay (A.M. E5 LOT 29-20; D.B. 829 pg. 73), and along the easterly property line of land N/F of Theodore A. Garland Jr. and Theresa A. Garland (A.M. E5 LOT 29-28; D.B. 867 pg. 233), and along the easterly property line of land N/F of James E. Salois (A.M. E5 LOT 29-82; D.B. 1433 pg. 397), and along the easterly property line of land N/F of Shirley R. Lacroix (A.M. E5 LOT 29-51; D.B. 401 pg. 276), and along the easterly property line of land N/F of Ronald M. and Suzanne M. Michaud (A.M. E5 LOT 29-29; D.B. 455 pg. 126) five-hundred-ninety-two and thirty-seven hundredths (592.37) feet to a point, said point being on the easterly property line of land N/F of Anthony F. and Karen F. Fandeh (A.M. E5 LOT 29-30; D.B. 482 pg. 128);

Thence westerly along a curve to the left having a radius of one-thousand-three-hundred-eighty-three and sixty-nine hundredths (1383.69) feet, with said N/F Anthony F. and Karen F. Fandeh land, and along the easterly property line of land N/F of Anthony F. and Karen F. Fandeh (A.M. E5 LOT 29-67; D.B. 514 pg. 288) one-hundred-eighty-nine and twelve hundredths (189.12) feet to a point, said point being at the northeasterly corner of said N/F of Anthony F. and Karen F. Fandeh land;

Thence N53°23'16"W, along the northeasterly property line of land N/F of Robert E. Jean II and Melissa M. McIntyre (A.M. E5 LOT 29-31; D.B. 1185 pg. 240) one-hundred-twenty (120.00) feet to a point, said point being on the easterly property line of land N/F of Normand L. and Aline Durand Trustees and Settlers (A.M. E5 LOT 29-39; D.B. 848 pg. 219);

Thence westerly along a curve to the left having a radius of one-thousand-three-hundred-twelve and sixty-nine hundredths (1312.69) feet, with said N/F of Normand L. and Aline Durand Trustees and Settlers land, and along the easterly property line of land N/F of Camille N. and Linda M. Leblanc (A.M. E5 LOT 29-366; D.B. 1064 pg. 43), and along the easterly property line of land N/F of Real P. and Lucille M. Salvas (A.M. E5 LOT 29-6; D.B. 591 pg. 40), and along the easterly property line of land N/F of Rene G. Brien Estate (A.M. E5 LOT 29-37; D.B. 27 pg. 28) five-hundred-forty-five (545.00) feet to a point, said point being on the easterly property line of land N/F of Scott L. and Elwira Brien (A.M. E5 LOT 29-40; D.B. 1071 pg. 208);

Thence N14°22'40"W, with said N/F Scott L. and Elwira Brien land one-hundred-eight (108.00) feet to a point;

Thence westerly along a curve to the left having a radius of one-thousand-three-hundred-sixty-seven and sixty-nine hundredths (1367.69) feet, with said N/F Scott L. and Elwira Brien land ninety-five and seven hundredths (95.07) feet to a point;

Thence N50°56'32"W, with said N/F Scott L. and Elwira Brien land, and along the northeasterly property line of land N/F of SRS Real Estate Holdings LLC. (A.M. E5 LOT 29-106; D.B. 1232 pg. 499), and along the northeasterly property line of land N/F of Alexmar Realty LLC (A.M. E5 LOT 29-43; D.B. 1251 pg. 543); and along the northeasterly property line of land N/F of Jessica L. and Christopher A. Demers (A.M. E5 LOT 28-48; D.B. 1261 pg. 231), and along the northeasterly property line of land N/F of Brian M. McDaniel and Cam T. Nguyen (A.M. D5 LOT 28-66; D.B. 1139 pg. 514), and along the northeasterly property line of land N/F of Corlis A. Moniz and Celeste A. Benjamin (A.M. D5 LOT 28-115; D.B. 1094 pg. 401) seven-hundred-ninety and eighty-five hundredths (790.85) feet to a point, said point being the northerly corner of said N/F of Corlis A. Moniz and Celeste A. Benjamin land, said land also being on the easterly City Street Line of Davison Avenue;

Thence N39°03'28"E, with said City Street Line of Davison Avenue one-hundred-twenty (120.00) feet to a point;

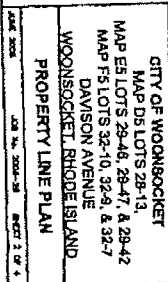
Thence N31°09'32"E, with said City Street Line of Davison Avenue one-hundred-seventeen and eighty-one (117.81) feet to a point, said point being the place or point of beginning.

The above described parcel being shown as City of Woonsocket Map D5 LOTS 28-13, Map E5 LOTS 29-46, 29-47, & 29-42, Map F5 LOTS 32-10, 32-9, & 32-7, Davison Avenue, Woonsocket, Rhode Island on a plan entitled "Property Line Plan" sheet 2 of 4 dated June 2008, by National Land Surveyors-Developers, Inc. and contains a total combined area of 2,074,718 sq. ft., or 47.6289 acres.

Doc: 00159811
Book: 1952 Page: 288

EXHIBIT 2A

CLASS I SURVEY



Doc: 00159811
Book: 1952 Page: 290

EXHIBIT B

CLOSURE APPROVAL



RHODE ISLAND

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

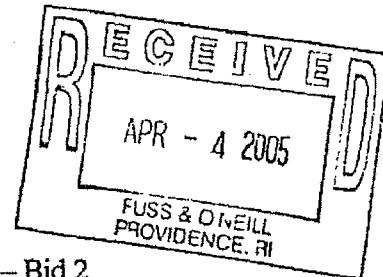
Doc#: 00159811

Book#: 1952 Page#: 291 2001/98. N/A

FILE COPY

March 29, 2005

Mr. Michael Annarummo
Director of Public Works
City of Woonsocket
169 Main Street
Woonsocket, Rhode Island 02895



Re: Davison Avenue Landfill Closure Project Conditional Approval - Bid 2

Dear Mr. Annarummo:

The Office of Waste Management (OWM) has received and reviewed the document entitled: *Project Manual and Contract Documents, Davison Avenue Closure, Woonsocket, RI*, received January 31, 2005. The current submittal includes two separate closure options BID 1 and BID 2. The landfill closure activities outlined in the BID 1 site details were conditionally approved by this office on November 30, 2004. BID 2 proposes additional closure activities related to a public/recreational re-use of the landfill property. In addition, the OWM has on file the following documents that constitute the Closure Plan, Site Plan and Contract Documents associated with both the Bid 1 and Bid 2 landfill closure activities:

1. Closure Plan, City of Woonsocket, Davison Avenue Landfill, Davison Avenue, Woonsocket, Rhode Island, Revised April 2004, received 15 April 2004, submitted by Fuss & O'Neill, Inc. on behalf of the City of Woonsocket.
2. Response to Comments, Closure Plan, City of Woonsocket, Davison Avenue Landfill, Davison Avenue, Woonsocket, Rhode Island, received September 27, 2004, submitted by Fuss & O'Neill, Inc. on behalf of the City of Woonsocket.
3. Project Manual, Contract Documents for Landfill Closure, City of Woonsocket, Davison Avenue Landfill, Davison Avenue, Woonsocket, Rhode Island, received September 27, 2004, submitted by Fuss & O'Neill on behalf of the City of Woonsocket.
4. Response to Comments, Davison Avenue Closure, Woonsocket, RI, dated November 24, 2004, submitted by Fuss & O'Neill on behalf of the City of Woonsocket.
5. Davison Avenue Landfill Conditional Approval, dated November 30, 2004, issued by the RIDEM/OWM.

Landfill Closure Conditional Approval Letter - Bid 2
Davison Avenue Landfill
Woonsocket, Rhode Island

CERCLIS ID: RID981064199
NOV OC&I/RCRA 00-98/SW 00-049
AAD No. 01-003/WME



6. Project Manual, Contract Documents for Landfill Closure, City of Woonsocket, Davison Avenue Landfill, Davison Avenue, Woonsocket, Rhode Island, Revised January 2005, received January 31, 2005, submitted by Fuss & O'Neill on behalf of the City of Woonsocket.

Based upon the OWM's review of the additional information relating to the closure and post-closure activities associated with Bid 2 of these documents, we hereby approve the Closure Plan and Contract Documents with the following conditions:

1. Prior to the commencement of the landfill closure construction activities and the placement of the vegetative support material, a sampling plan shall be submitted to the OWM to certify that the proposed vegetative support material meets the Residential Direct Exposure Criteria listed in the State of Rhode Island Department of Environmental Management Remediation Regulations. Sampling shall include those parameters listed in Table 1 of the Remediation Regulations. The sampling plan may be organized to include higher initial sampling frequency with decreased sampling frequency as the project progresses if the material imported to the site comes from one location, is below the residential direct exposure criteria, and is relatively homogenous. If the City intends to take vegetative support material from multiple borrow sites, then the higher initial sampling frequency for those parameters listed in the Remediation Regulations will apply to each additional borrow site. Sample results shall be submitted to the Department prior to the placement of the vegetative support material. The intent of the sampling plan is to provide the Department as well as the general public with a reasonable characterization of the quality of the final vegetative support material.
2. The use of lateral gas vents or a geocomposite venting layer should be incorporated into the design of the final cover system. Conveying landfill gas away from areas of the property that will be frequented by the public will both limit the exposure to landfill gas of unknown quantity and composition, and allow for the ability to actively vent and or flare the landfill gas if necessary. In addition, upon completion of the closure construction activities, a landfill gas assessment shall be performed and shall demonstrate that the appropriate risk pathways are being addressed based upon the proposed end uses of the landfill property. The design should be revised accordingly with amendments submitted to the OWM prior to construction activities.
3. Prior to construction of the engineered landfill cap the catch basin that discharges to the Blackstone River and is located approximately 400 feet north of the former transfer station should be filled and the discharge pipe should be excavated and removed in the area of the Blackstone River. The opening of the remaining pipe should either be capped with cement or crushed
4. In the event that waste material is encountered during the excavation of the 4" ductile iron water main trench along the toe of the landfill slope the excavated solid waste material shall either be incorporated under the sub-base of the final cover system or disposed of at a licensed solid waste facility.

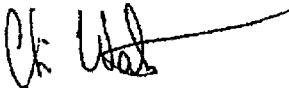
5. The irrigation system shall incorporate all piping, including the 4" ductile iron water main, above the geomembrane component of the final engineered landfill cap in order to preserve the integrity of the cap. Since the irrigation of playing fields will be seasonal, the design may be able to incorporate a method of draining the length of supply line from the toe of the landfill slope to the proposed 28' x 38' building prior to the winter months. The design should be revised accordingly with amendments submitted to the OWM prior to construction activities.
6. Fence posts, bollards and utility poles that are placed through the final cap system shall be inspected during quarterly sampling events. In the event that any structure (which includes fence posts, bollards, utility poles, monitoring wells and gas vents) has been damaged or knocked over, the immediate area surrounding the structure shall be excavated by the use of hand tools to determine whether the geomembrane or any of the weld lines have been ripped or compromised. In the event the cap has been compromised, the geomembrane cap in the immediate area of the damaged structure shall be repaired by a licensed or manufacturer certified geomembrane installer/distributor.
7. The proposed 28' x 38' building should include a vented crawlspace between the building foundation and the flooring above it. In addition, the crawlspace area as well as areas within the proposed building that will be utilized by city employees and or the general public shall have at a minimum, sensors that monitor oxygen and explosive gases. If the levels of explosive gases exceed 10% of the LEL, alarms shall alert the buildings occupants, as well as the local fire department of these conditions. The design should be revised accordingly with amendments submitted to the OWM prior to construction activities.
8. The proposed rip-rap along the landfill embankment adjacent to the river shall be adequate to withstand flows from a 100-year storm event.
9. The proposed project shall not result in any loss of floodplain storage capacity.
10. If BID 2 is selected as the final closure option, the City of Woonsocket shall obtain RIPDES permit coverage for the discharge of storm water associated with the construction activity prior to proceeding with any site disturbance. Permit coverage can be requested by submitting a Notice of Intent (NOI) for coverage under the RIPDES General Permit for Discharges of Storm Water Associated with Construction Activity. A copy of the General Permit and associated application forms and instructions can be found at: <http://www.state.ri.us/dem/programs/benviron/water/permits/ripdes/index.htm>. If an NOI has been previously submitted for the landfill closure construction activities the City should apply for a modification to the current submittal.
11. All work, operations, activities and schedules shall be performed in accordance with the terms and conditions of this Conditional Approval Letter, and the conditionally approved Closure Plan and Bid 2 Contract Documents, and all other applicable federal, state and local laws and regulations. This Conditional Approval does not remove City of

Woonsocket's obligation to obtain any necessary permits from other state, local, or federal agencies.

12. The City of Woonsocket shall utilize best management practices and procedures during site disturbance and construction activities in order to minimize the risk of erosion and sedimentation in the event of a significant rainfall event.
13. Within thirty (30) days of completion of the landfill closure construction activities described in the Closure Plan and Contract Documents, a Construction Certification Report which contains: details of the daily work activities, compiled field and laboratory testing results, a description of the current site status, an as-built plan, and a draft ELUR, shall be submitted to the OWM for review and approval. The Construction Certification Report and all other information pertinent to the landfill closure activities shall be submitted to: Chris Walusiak, Rhode Island Department of Environmental Management, Office of Waste Management, 235 Promenade Street, Providence, RI 02908-5767.

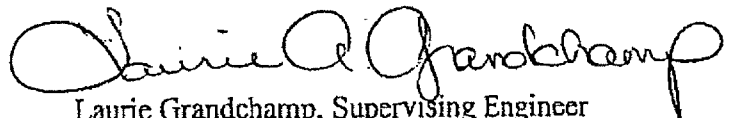
It should be noted at this time that the OWM still has not ascertained the details and location of the proposed section of the Blackstone River bikeway that will cross the landfill property. As a result, the OWM may have comments regarding the construction of the bike path over the limits of the landfill boundary and the final cover system. Based upon the findings of this review, and the number of departmental agencies involved with this project, the OWM would suggest a meeting to discuss these issues with the City and its consultant. If you have any questions regarding this letter, or would like to request a meeting to discuss these issues, please contact me at (401) 222-2797 x 7135

Sincerely,



Chris Walusiak, Engineer
Office of Waste Management

Authorized by,



Laurie Grandchamp, Supervising Engineer
Office of Waste Management

Cc: Terrence Gray, RIDEM Assistant Director
Leo Hellested, RIDEM/OWM
Russell Chateaufort, RIDEM/OWR
Robert Bailey, RIDEM/OP&D
Michael Delrossi, City of Woonsocket
Dean Audet, Fuss & O'Neill, Inc.
✓ Nils Wiberg, Fuss & O'Neill, Inc.

RECEIVED IN WOONSOCKET R.I.
DATE Feb 10, 2012 TIME 09:36:30A
ANDREA M. BICKI, CITY CLERK

Landfill Closure Conditional Approval Letter - Bid 2
Davison Avenue Landfill
Woonsocket, Rhode Island

CERCLIS ID: RID981064199
NOV OC&I/RCRA 00-98/SW 00-049
AAD No. 01-003/WME

CITY OF WOONSOCKET, RHODE ISLAND
Request for Qualifications & Proposals
for RIVER'S EDGE SOLAR PROJECT – BID# XXXX

**Exhibit III – Deed & Agreement Providence and Worcester Railroad Company and
City of Woonsocket**

INST: 00120452
Ek: 1482 Ps: 162

1 EXHIBIT A

DEED AND AGREEMENT

PROVIDENCE AND WORCESTER RAILROAD COMPANY, a Rhode Island corporation whose address is 75 Hammond Street Worcester, Massachusetts 01610, for consideration paid, does hereby grant to the **CITY OF WOONSOCKET**, whose address is 169 Main Street, Woonsocket, Rhode Island 02895, all of its right, title and interest in and to the following described real estate and improvements thereon (the "Property"):

The railroad right-of-way beginning on the south side of the driveway to the City of Woonsocket Water Treatment Plant located to the east of Manville Road beginning at station 746+75 and extending generally in a northerly direction and ending at station 811+10, which is the centerline of Davison Street, as more particularly described on that plan entitled Property to be Conveyed to the City of Woonsocket, sheets 1 of 2 and 2 of 2, scale 1"=300' +/-, dated April 22, 2005, prepared by the Providence & Worcester R.R. Co., a copy of which is attached hereto and made a part hereof as Exhibit A.

Reserving to the Grantor, its successors and assigns, subject to the rights specifically granted to Grantee herein the exclusive right and easement to use the Property for the conduct of railroad operations, including the right to alter or relocate said improvements and to construct, operate and maintain additional or substitute rail lines and facilities (all of which shall remain the property of Grantee), and also the exclusive right and easement, for itself and its successors and assigns, to construct, operate and maintain at and above grade and underground, pipelines, utility lines of all kinds including water, sewer, electric and communications lines and other utility lines, and the further exclusive right and easement to permit the crossing of any railroad tracks at grade, and also the further exclusive right and easement to permit the use of the Property for public recreational uses and purposes of all kinds including the construction, operation and

maintenance of facilities related to such public recreational uses, it being expressly understood and agreed that Grantor shall not be liable for the payment of taxes of any kind (or payments in lieu of taxes) on the Property, including without limitation, the track structure.

Grantee will not discharge surface water upon the remaining property of Grantor and Grantee hereby expressly releases Grantor from liability for any surface water flowing naturally from remaining property and railroad tracks of Grantor and to or upon the Property. Grantee further agrees not to alter the Property so as to cause water to drain or flow onto the track structure maintained by Grantor and/or onto Grantor's remaining property. Grantee further agrees that it will not at any time plow, shovel or otherwise deposit snow, ice or any other material on the track structure maintained by Grantor and/or on Grantor's remaining property.

Grantee shall not in any way or at any time interfere with the proper and safe passage of Grantor's trains or the proper and safe exercise, use and enjoyment by Grantor of the rights reserved above.

No excavation, filling, or construction of any kind, including, without limitation, the construction, installation and maintenance of (a) a geotech landfill closure cap up to approximately twenty-five (25) feet on a horizontal plane from the centerline of the railroad track maintained by Grantor for purposes associated with the closure of a former solid waste landfill located on other land of the Grantee immediately to the east of and adjacent to the Property and (b) a water line on the Property at approximately twenty-two (22) feet from the centerline of said railroad track and utility poles and electric power lines on the Property at approximately fifteen (15) feet from the centerline of said railroad tracks, all for the purpose of providing water and electric service to recreational facilities to be located on the other land of the Grantee

immediately to the east of and adjacent to the Property or any other change of grade shall be commenced on the Property unless and until Grantee shall first deliver adequate plans and specifications of same to Grantor's Chief Engineer for approval with respect to the matters described in the next sentence. Said plans and specifications shall contain sufficient detail so that Grantor can determine therefrom the effect, if any, that such excavation, filling, construction or change of grade will have upon Grantor's abutting properties and/or the track structure maintained by Grantor and/or the rights reserved above. Grantee shall, at its sole cost and expense, maintain such retaining wall or other adequate and proper land slope, as may be reasonably required by Grantor to protect the rights reserved above and to maintain at all times a minimum distance of twenty three and one half (23.5) feet on a horizontal plane from the centerline of the railroad track maintained by Grantor.

Grantee shall indemnify and hold harmless Grantor for any claims, damages, costs, loss or expenses to which Grantor may be subjected by reason of the bodily injury or death of any person or by reason of any property damage arising because of, or caused by any failure of Grantee to perform or comply with the terms of this Deed and Agreement.

No covenants, express or implied by Grantor, accompany this Deed. By acceptance of this Deed and the Property, Grantee assumes all responsibilities and obligations with respect to the Property.

Grantee agrees for itself and for its successors and assigns, that it will not interfere with the uses and purposes herein reserved to Grantor, its successors and assigns and will notify the Chief Engineer of Grantor before entering upon the Property for the purpose of performing any construction, maintenance or other work on facilities or improvements of Grantee located

INST: 00120452
Bk: 1482 Ps: 165

thereon and will pay the reasonable costs for any necessary flag protection associated with any such work to be performed by Grantee upon the Property.

Grantee acknowledges that the Property is being conveyed by Grantor and accepted by Grantee in an AS IS condition. Grantee, by acceptance of this Deed, assumes all risk, cost and expense associated with any environmental conditions on the Property. Grantee shall bear all costs and expenses of evaluating, assessing and remediating any contamination required by law to be remediated. Grantee shall defend, indemnify and hold Grantor, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorney's fees, damages and other liabilities, including, but not limited to, damage to property or personal injury, arising from the environmental condition of the Property relating to solid waste disposal activities of the Grantee or otherwise arising as the result of Grantee's ownership of the Property. Any other environmental conditions existing on the Property prior to this conveyance shall remain the responsibility of Grantor.

The consideration for this conveyance is such that no revenue stamps are required.

INST: 00120452
Ek: 1482 Pg: 166

IN WITNESS WHEREOF, the parties hereto have caused this Deed and Agreement to

be executed this 2 day of December 2005.

PROVIDENCE AND WORCESTER
RAILROAD COMPANY

By: [Signature]
Name: P. Scott Conti
Title: Vice President Engineering

CITY OF WOONSOCKET

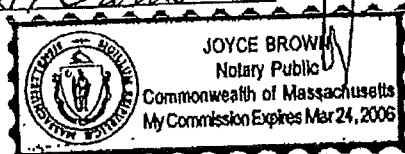
By: [Signature]
Name: Sarah A. Libonte
Title: Vital Records Clerk

Michael Annarummo
Director of Public Works
Woonsocket, Rhode Island

INST: 00120452
Bk: 1482 Pg: 167Commonwealth of Massachusetts
County of Worcester

On this 6th day of May, 2005, before me, the undersigned Notary Public, personally appeared P. Scott Conti of Providence and Worcester Railroad Company, proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

Joyce S. Brown
Signature of Notary



(Seal)
My Commission Expires 3/24/06

State of Rhode Island
County of PROVIDENCE

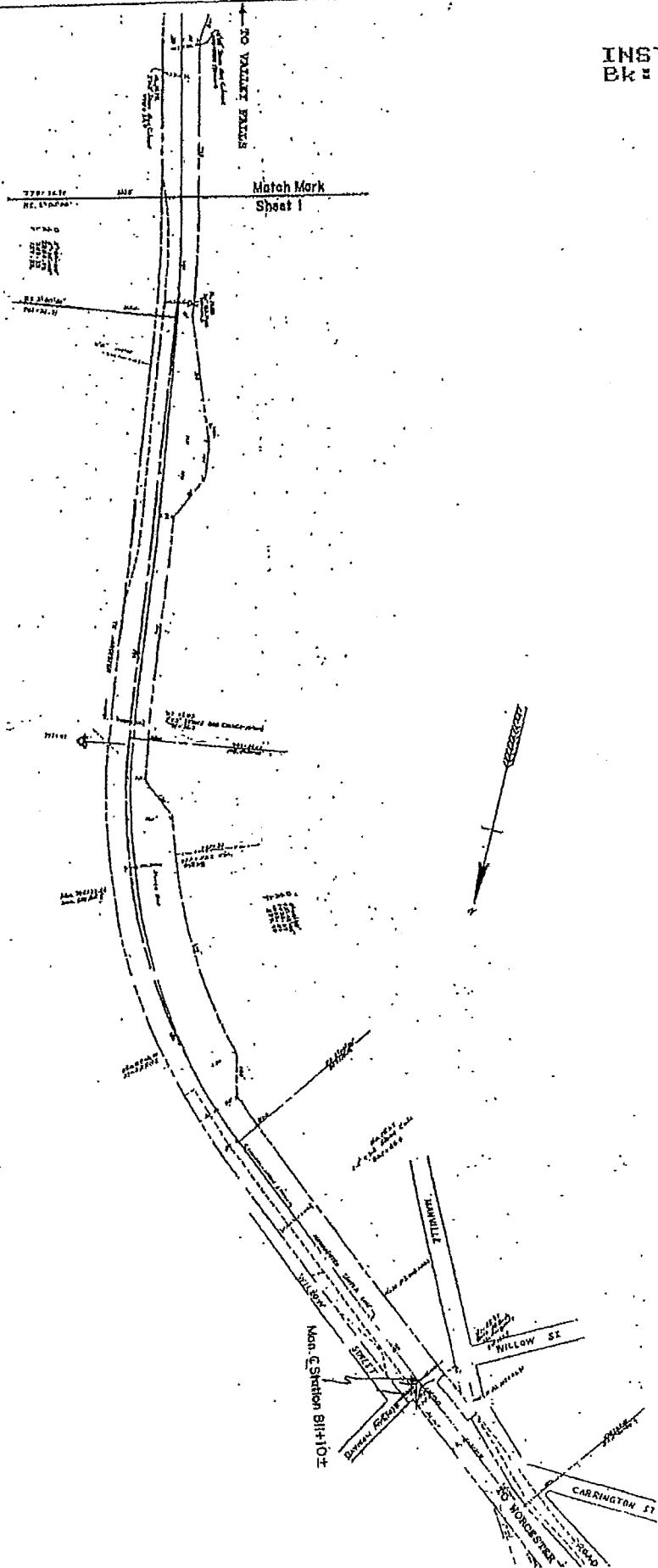
On this 2 day of December, 2005, before me, the undersigned Notary Public, personally appeared Michael Ammarumma, of the City of Woonsocket, proved to me through satisfactory evidence of identification, which was/were Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

Joseph A. LaPorte
Signature of Notary

(Seal)
My Commission Expires 7/7/08

INST: 00120452
Bk: 1482 Pg: 168

NOTE: Property to be conveyed:
from: monumented centerline station 746 + 75+
to station 811+10+



PROPERTY TO BE CONVEYED TO:
CITY OF WOONSOCKET

MAIN LINE
WOONSOCKET, RI

APRIL 22, 2005

PROVIDENCE & WORCESTER R.R. CO.

PW

SCALE: 1" = 300' SHEET 2 OF 2

EXHIBIT A

INST: 00120452
Bk: 1482 Pg: 169

NOTE: Property to be conveyed:
from: monumented centerline station 746 + 75+
to station 811+10+

PROPERTY TO BE CONVEYED TO:	
CITY OF WOONSOCKET	
WOONSOCKET, RI	
DATE	SHEET 10 OF 11
APRIL 22, 2005	
PROVIDENCE & WORCESTER R.R. CO.	SCALE: 1" = 300'
SHEET 1 OF 2	

Received in Woonsocket R.I.
Date Dec 02, 2005 Time 01:24:26P
Pauline S. Pappas, City Clerk

