

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 704

Approved December 14, 2001

WHEREAS, there exists certain waste at area schools which must be removed and properly disposed; and

WHEREAS, such removal and disposal is a costly effort; and

WHEREAS, the cost of such removal and disposal would be borne by the Department of Public Schools; and

WHEREAS, Brown University wishes, on behalf of Providence Public Schools, to underwrite the costs of the removal and disposal of this waste; and

WHEREAS, however, Brown University wishes to be indemnified in certain aspects of said project,

NOW, THEREFORE, BE IT RESOLVED, that His Honor, the Mayor, or his designee, is authorized to execute an agreement indemnifying Brown University with respect to such removal and disposal. Said agreement shall be substantially in the form attached hereto and marked as Exhibit "A."

IN CITY COUNCIL
DEC 6 2001
READ AND PASSED
PRES.
CLERK

APPROVED
DEC 14 2001
MAYOR

IN CITY COUNCIL
OCT 18 2001
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Richard R. Clement

Councilman Clarke

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution

Clara Bell
OCT 8 2001 Clerk

Councilman Tellez (By request)

RELEASE, WAIVER AND HOLD HARMLESS

Release executed by the Providence School Department (hereinafter referred to as "School Department") for the benefit of Brown University (hereinafter referred to as "Brown").

In accordance with the proposed Supplemental Environmental Project ("SEP") Brown has submitted to the Environmental Protection Agency ("EPA"), Brown has offered to remove identified hazardous and non-hazardous waste materials from Hope High School located at 324 Hope Street, in Providence, Rhode Island on or before November 1, 2001 and the School Department has accepted Brown's offer. I, the undersigned, a duly authorized agent of the School Department, acknowledge that the School Department has been informed and agree that Brown's sole responsibility is to hire an appropriately trained contractor to remove the identified waste materials, that the School Department has the responsibility of identifying waste materials for removal by the contractor, that the contractor will only remove materials identified by the School Department as waste, and that in removing the waste materials neither Brown nor its contractor is acting as an agent of the EPA or is guaranteeing or warranting that Hope High School will be in compliance with EPA standards as a result of the removal of the waste materials as identified by the School Department. The School Department further acknowledges, recognizes and agrees that Brown shall have no obligation to ascertain that the waste materials identified by the School Department have been correctly identified or are the only waste materials on Hope High School's premises and that Brown is merely acting as a facilitator of the removal of the waste and not assuming ownership, responsibility or liability for the waste.

In consideration of Brown's removing the identified waste materials at its sole cost and expense, I hereby grant to Brown and its contractor permission to enter onto the premises of Hope High School for the limited purpose of removing the identified waste materials and to perform any other acts with respect thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, the School Department, by signature of the undersigned, hereby releases, holds harmless and forever discharges Brown, including the Corporation, its Trustees, faculty, employees, staff, contractors and other agents from and against any and all liability and responsibility for any claim or cause of action on account of any accident, damage to person or property, expense (excluding cost of removal), or other loss caused, suffered, or incurred by the School Department, its officers, employees, contractors or other agents arising out of or in any way associated, directly or indirectly, with the identification and removal of the waste materials.

This release and waiver has been executed on behalf of the Providence School Department, its legal representatives and assigns, in the State of Rhode Island with full knowledge of possible risks involved and shall be interpreted according to the laws of the State of Rhode Island. The School Department further expressly agrees that the foregoing release, waiver and hold harmless agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Rhode Island, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Providence School Department

By: _____
Melody Johnson
Title: Deputy Superintendent Date: _____

Witness _____

OGC: 01/436
8/29/01



BROWN UNIVERSITY

BEVERLY E. LEDBETTER
VICE PRESIDENT
AND GENERAL COUNSEL

101 UNIVERSITY HALL
PROVIDENCE, RHODE ISLAND 02912-1913
401 863-1104

September 5, 2001

Melody Johnson
Deputy Superintendent
Providence Public Schools
797 Westminster Street
Providence, Rhode Island 02903

Re: Release, Waiver and Hold Harmless

Dear Ms. Johnson,

I would like to extend my sincere thanks for your time and cooperation with respect to the Brown Supplemental Environmental Project (SEP) involving the Providence Comprehensive Public High Schools. From the very beginning, it was imperative to Brown that the Providence Public Schools benefit from Brown's Supplemental Environmental Project (SEP). We are pleased that the EPA (the Environmental Protection Agency) has accepted the project and that the Providence Public High Schools will realize the benefit of the project.

The provisions and conditions, as set forth in the "Release, Waiver and Hold Harmless" faxed to your office, are necessary for us to fully implement the project. My assistant, Richard Raphael, indicates that you have reviewed them and find them acceptable and are prepared to sign the document. Your signature will authorize Brown to proceed with the initiatives detailed in the "Release, Waiver and Hold Harmless". It is our intent to provide your office as well as the individual schools with advance notice of the dates for the hazardous waste clean-outs as well as the implementation of the microsizing project.

Therefore, please find the attached "Release, Waiver and Hold Harmless". Retain a signed copy for your records. When the document is signed, please instruct your assistant (Cathy) to contact my assistant (Richard) at (401) 863-1104, so that he may pick-up the signed original.

Thank you for your time and consideration in this matter.

Regards,

Beverly E. Ledbetter
Beverly E. Ledbetter
Vice President & General Counsel
Brown University

enclosure

OGC
01/436
9/5/01