

# RESOLUTION OF THE CITY COUNCIL

No. 133

Approved April 15, 2016

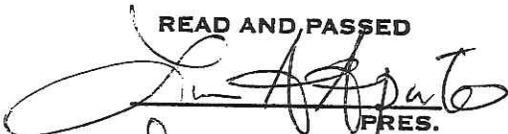
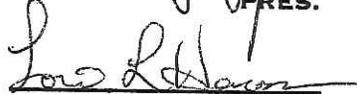
WHEREAS, To effectuate its goal of redevelopment, the Providence Redevelopment Agency (the "Agency") is transferring real property currently held by the Agency located at 16 Thomas P. Whitten Way, Providence, RI 02903.

NOW, THEREFORE, BE IT RESOLVED, That the taxes in the amount of \$2,668.08 (Two Thousand, Six Hundred and Sixty-Eight Dollars and Eight Cents), assessed upon 16 Thomas P. Whitten Way, Providence, a 5,200 sq. ft. vacant lot, Assessors Plat: 029 Lot: 193, along with any associated interest, penalties and intervening taxes are hereby abated in whole and that the property is declared exempt in accordance with Rhode Island General Law 45-32-40 while under PRA ownership.

**IN CITY COUNCIL**

**APR 07 2016**

**READ AND PASSED**

  
PRES.  
  
CLERK

I HEREBY APPROVE

  
\_\_\_\_\_  
Mayor  
Date: 4/15/16



## Attachment A

### Report

- Plat: 29
- Lot: 193
- Street Address: 16 Thomas P. Whitten Way
- Present Owner: Providence Redevelopment Agency
- Future Owner: Bourne Avenue Capital Partners, LLC
- Conflict of Interest: No known conflicts of interest
- Tax liens:
- Purpose: Mix Use



**ATTACHMENT B**

**Municipal Lien Certificate**



MUNICIPAL LIEN CERTIFICATE  
 CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR  
 CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
October 27, 2015	029	0193	0000	16 Thomas P. Whitten Way	106,524	1

ASSESSED City Of Providence  
 OWNER

STATUS OF REAL ESTATE BILL AS OF DATE PRINTED

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILL NAME
15	RE	\$1,334.04	\$0.00	\$0.00	\$0.00	\$1,334.04	\$53.36	\$1,387.40	City Of Providence
14	RE	\$1,334.04	\$0.00	\$0.00	\$0.00	\$1,334.04	\$213.45	\$1,547.49	City Of Providence
		\$2,668.08	\$0.00	\$0.00	\$0.00	\$2,668.08	\$266.81	\$2,934.89	

INTEREST SHOWN IS VALID FOR 30 DAYS FROM DATE ISSUED. ADDITIONAL CHARGES MAY APPLY IF PAYMENT IS RECEIVED LATER THAN 30 DAYS FROM DATE.

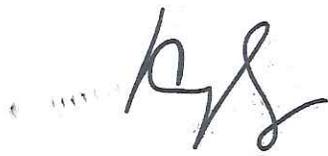
- Note:
- Please be aware that unpaid taxes may be subject to tax sale.
  - Please contact the Water Supply Board at 521-6300.
  - Please contact the Narragansett Bay Commission at 461-8828
  - Property within designated City Plat Maps known as 19, 20, 24, 25, & 26 (Downtown Providence District Management Authority) or 10,12,13 (Thayer Street District Management Authority) may be subject to an additional assessment. Please call (401) 421-4450 for payment information.

C E R T I F I C A T I O N

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION BEING GIVEN IN ACCORDANCE WITH 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS OF THE DATE PRINTED ABOVE.

**Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.**

MAILED TO: City Council  
 St  
 RI



JOHN A. MURPHY  
 CITY COLLECTOR

MARIA MANSOLILLO  
 DEPUTY CITY COLLECTOR

2/29

**Brett P. Smiley**  
Chief Operating Officer



**Jorge O. Elorza**  
Mayor

**Finance Department**  
*"Building Pride In Providence"*

March 23, 2016

Lori L. Hagen, City Clerk  
Department of the City Clerk  
Providence City Hall  
Providence, RI 02903

Re: Documents and Information Requested During 3/15 Finance Committee Meeting

Ms. Hagen,

The attached documents are submitted in response to requests made of the Providence Redevelopment Agency and the Department of Finance during the March 15<sup>th</sup> session of the Committee on Finance. Please find relevant documents indexed and enclosed.

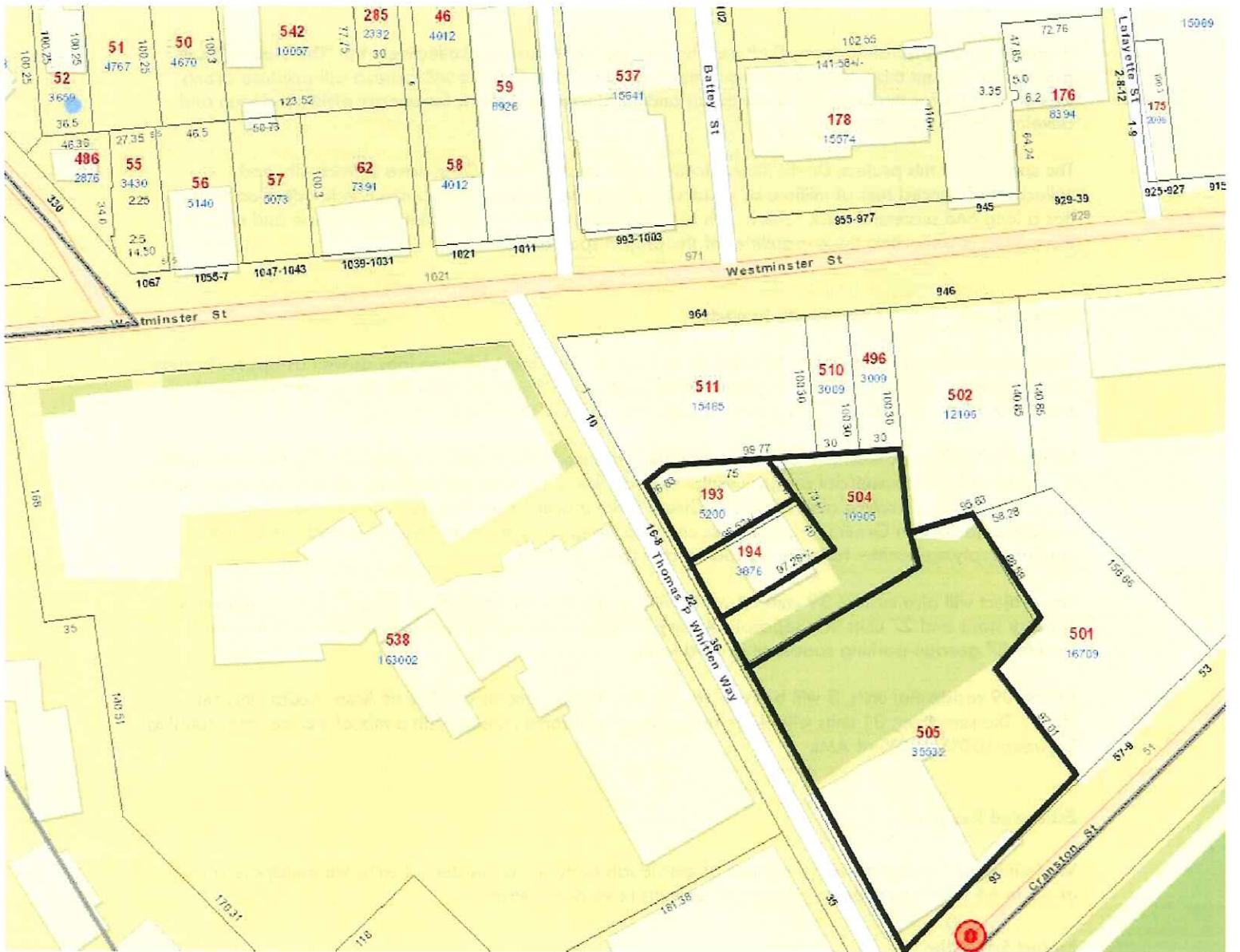
Respectfully submitted,

A handwritten signature in blue ink that reads "BPSmiley".

Brett Smiley  
Chief Operating Officer

CC: Sean Creegan, City Solicitor's Office  
Don Gralnek, PRA

1. Request: provide map of property that illustrates lot lines
  - a. See attachment 1A - [Louttit Site Map – Thomas P. Whitten Way \(PDF\)](#)
2. Request: provide renderings of the proposed development
  - a. See attachment 2A - [Project Development Narrative - Louttit Laundry Redevelopment \(PDF\)](#)
  - b. See attachment 2B - [2016-03-15 Louttit Laundry Redevelopment at 93 Cranston St. Presentation \(PDF\)](#)
3. Request: information pertaining to PRA screening for conflict of interest
  - a. See attachment 3A - [Memorandum - Conflict of Interest, PRA \(PDF\)](#)
4. Request: specify the number of years for which tax abatement is sought
  - a. See attachment 4A - [MLC - 504, 194, 193 \(Thomas P. Whitten Way\) \(PDF\)](#)
5. Request: invite Bourne Avenue Capital Partners to attend next meeting of the Committee on Finance (March 24<sup>th</sup>)
  - a. A representative of the development partnership will attend the Committee meeting.
6. Request: provide information about the membership of the LLC (Bourne)
  - a. See attachment 6A - [Louttit Developer Information \(PDF\)](#)
  - b. See attachment 6B - [RI SOS LLC Report - Bourne Avenue Capital Partners \(PDF\)](#)
  - c. See attachment 6C - [RI SOS LLC Report - D+P Real Estate Advisors \(PDF\)](#)
  - d. See attachment 6D - [RI SOS LLC Report - Truth Box, Inc \(PDF\)](#)
7. Request: provide estimated rents expected by developer following completion of project
  - a. See attachment 7A - [Louttit Rental Breakdown \(PDF\)](#)
8. Request: ascertain whether the developer will be seeking a TSA
  - a. A representative from the development partnership will address this matter at Committee meeting.
9. Request: provide appraisal information on the property
  - a. See attachment 9A - [Peter Scotti - Market Value Estimate \(PDF\)](#)
10. Request: provide information about initial purchase price for the property, as paid by City
  - a. See attachment 10A - [Disposal of Tax Lien - 36 Thomas Whitten Way \(PDF\)](#)
  - b. See attachment 10B - [Ordinance 2004-14 Louttit Properties \(PDF\)](#)
  - c. See attachment 10C - [Order of Compensation for Property Taken March 18, 2005 \(PDF\)](#)
11. Request: provide PRA funding summary
  - a. See attachment 11A - [2016 PRA Budget \(PDF\)](#)
12. Request: provide environmental studies of the property
  - a. See attachment 12A - [2005 - 2006 DEM Correspondence - Former Louttit Laundry \(PDF\)](#)
  - b. See attachment 12B - [2013 Corrective Action Plan \(PDF\)](#)
  - c. See attachment 12C - [2015 Revised Corrective Action Plan \(PDF\)](#)
  - d. See attachment 12D - [2016 - DEM CAP Approval Letter \(PDF\)](#)
13. Request: provide draft purchase and sales agreement for the property
  - a. See attachment 13A - [Purchase Agreement - Louttit \(PDF\)](#)
14. Request: provide summary/inventory of other PRA properties
  - a. See attachment 14A - [PRA Property List \(PDF\)](#)



**Project Development Narrative  
Louttit Laundry Redevelopment  
March 7, 2016**

**Sponsorship:**

Bourne Avenue Capital Partners, D+P Real Estate, and Truth Box Inc. (collectively the "Developers") are pleased to present this proposal for a community development that we will believe will produce strong economic gains for the State of Rhode Island and set a new benchmark for energy efficient design and development in Providence.

The sponsors of this project, David Sluter, Jordan Durham and Peter Case, have individually and collectively financed tens of millions of dollars in speculative development projects in Rhode Island. Each has a long and successful track record with regard to real estate development. The scope and nature of this project is well within the capabilities of the project sponsors.

**Project Description & Community Impact:**

We have produced a plan that will bring up to 30 new permanent full time jobs as well as approximately 56 full time construction jobs to Providence while producing 39 units of elegant, intelligently designed workforce housing built to meet market demand now and into the future.

Located in the historic west end of Providence, the proposed project calls for two new buildings with a mix of residential and commercial programming. In total, 8,000 square feet of ground floor commercial/retail space will be built fronting along Cranston Street looking over Holye Square Park. This space has been committed to "Urban Greens" – an organic cooperative grocery store that will fill a void in the local market supplying healthy farm fresh produce and food products.

The project will also include 39 units of multifamily residential development – 12 units located above the grocery store and 27 units in a separate 4 story Building which will be served by elevator access and include 27 garage parking spaces at ground level.

Of the 39 residential units, 8 will be reserved for low income tenants at 60% of Area Median Income (AMI). The remaining 31 units will all be set aside as workforce housing with a mix of income limits ranging between 100%-120% of AMI.

**Estimated Residents:**

While it is hard to say the exact number of individuals living in the residential units, we anticipate a range of 55 to 65 full time residents, once all of the units have been leased.

**Project Schedule:**

Pending project financing, we anticipate breaking ground in September of 2016. Construction should take 12 months, so the project should be complete in September of 2017. Leasing should take 6-8 months thereafter.



**Louttit Laundry Redevelopment  
at 93 Cranston St.**

## MIXED USE DEVELOPMENT

### 39 Dwelling Units

- 8 Affordable Units (60% AMI)
- 31 "Work Force Housing" Units (100 - 120% AMI)

### 8,000 SQFT Retail

- Urban Greens Food Co-op

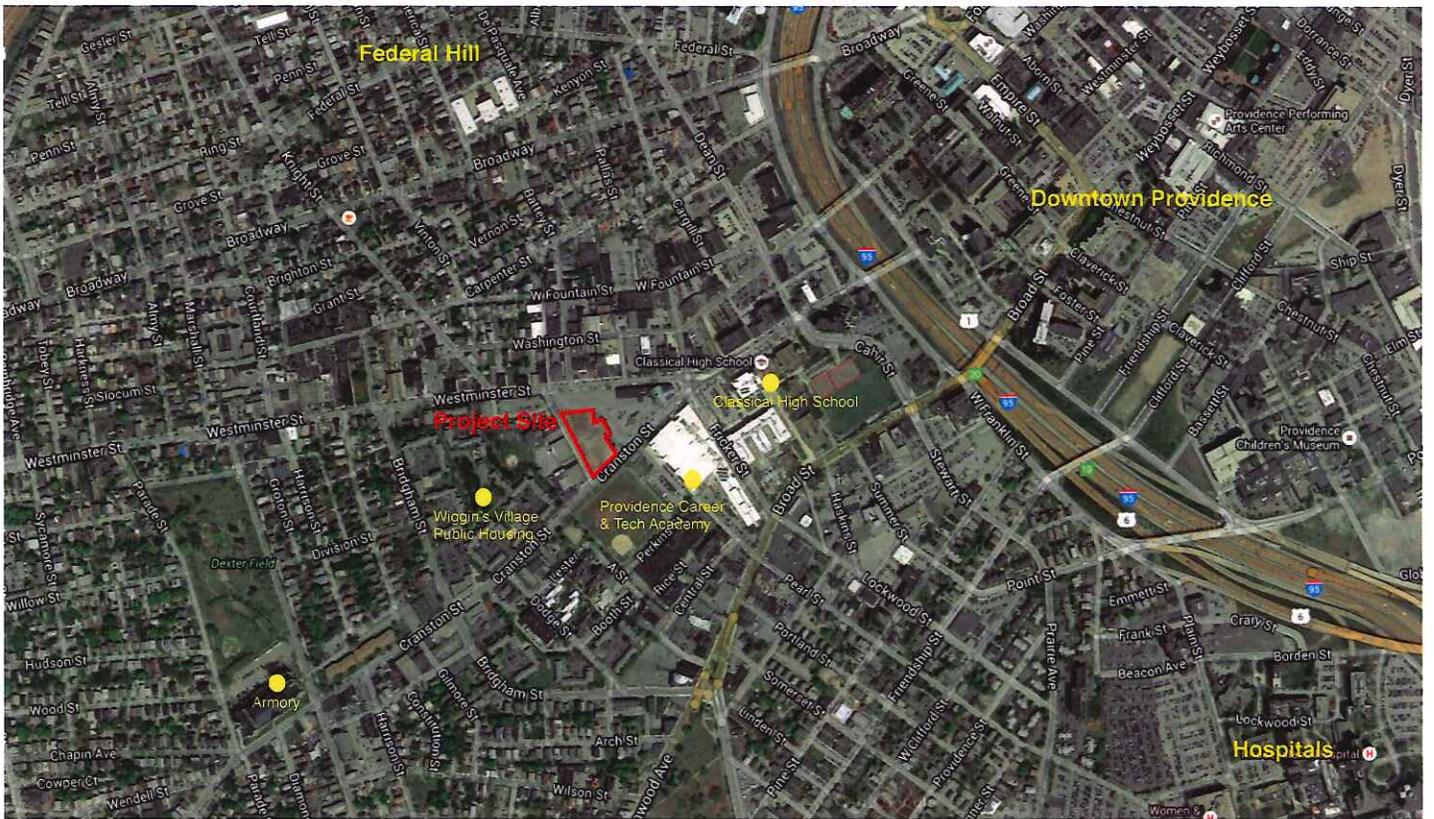
## DEVELOPMENT TEAM

Bourne Avenue Capital Partners  
D+P Real Estate  
Truth Box, inc.

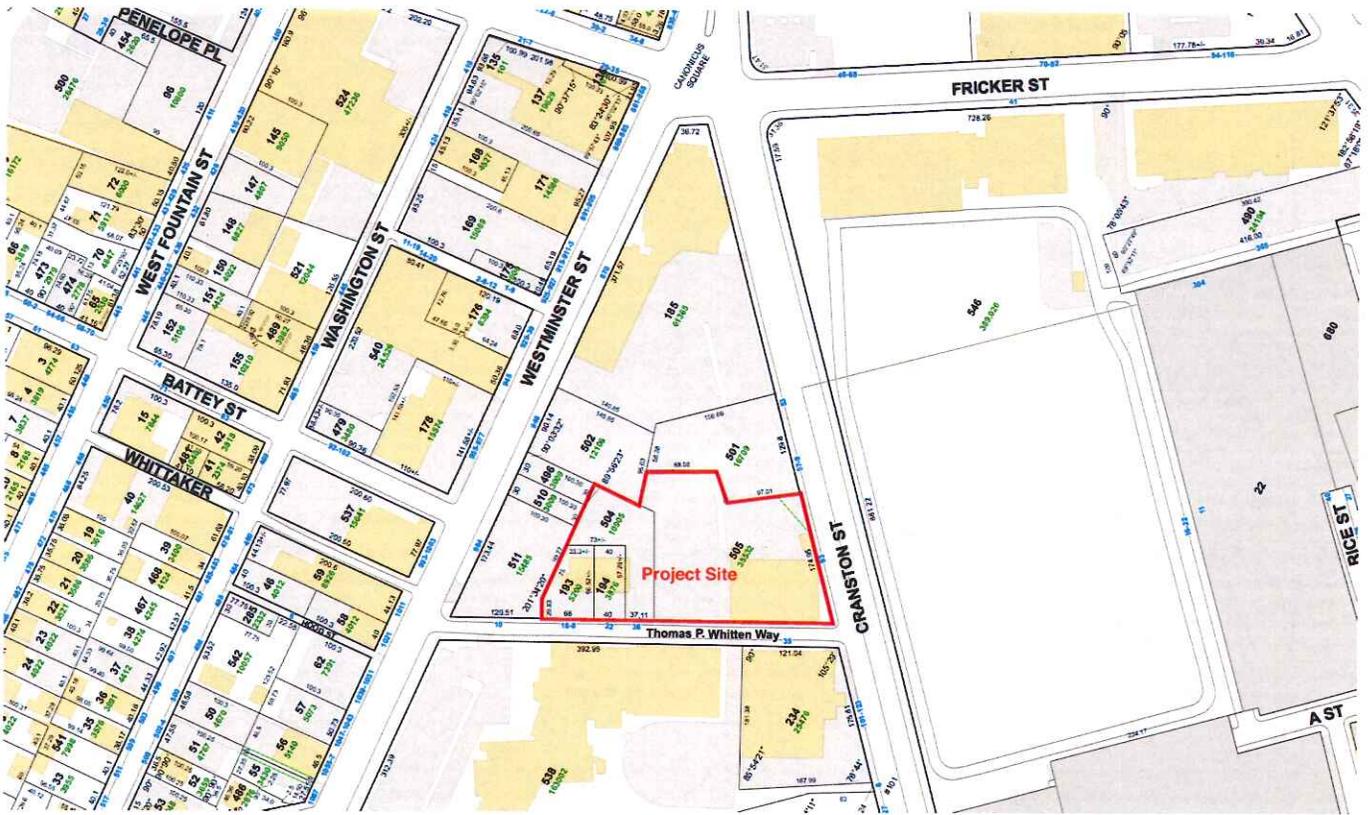


**Louttit Laundry Redevelopment  
at 93 Cranston St.**

93 Cranston Street, Providence, RI



93 Cranston Street, Providence, RI - Assessors Plat 29, Lots 505, 504, 194, & 193











**BUILDING 1:**  
12 Residential Units &  
8,000 SF  
Organic Grocery Store

**BUILDING 2:**  
27 Residential Units  
26 Parking Spaces

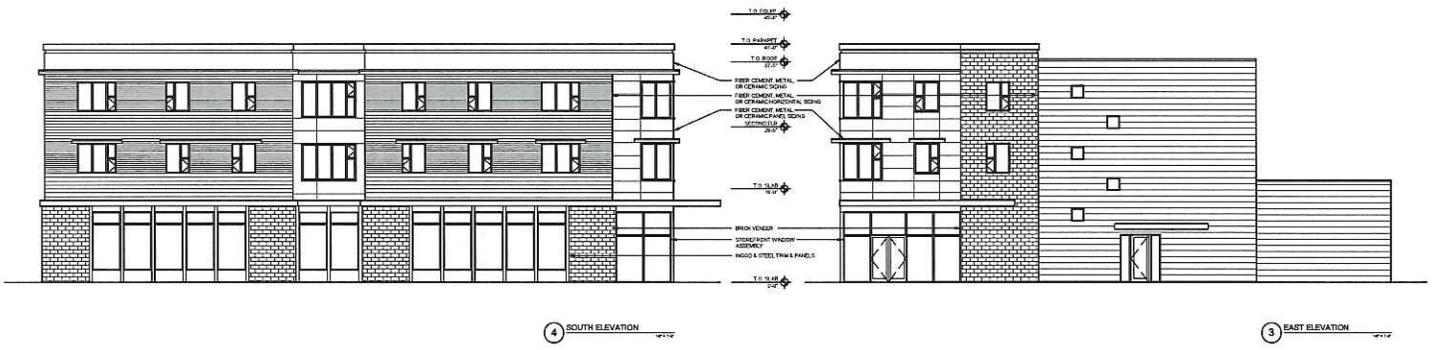
Parking Garage Entrance

CRANSTON STREET



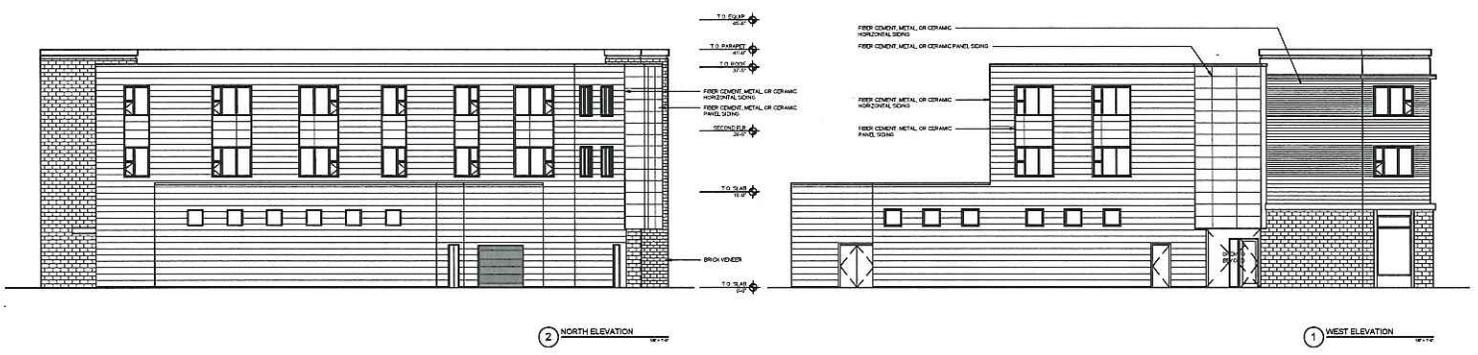
**53 CRANSTON ST**  
 C-2 ZONE  
 PLAT 29 / LOT 505, 504, 154, & 193  
 LOT AREA: 55,482 SQFT  
**PARKING SUMMARY**  
 TOTAL PROPOSED: 78  
 TOTAL REQUIRED: 55  
 RETAIL: 18 (1,800 SQFT)  
 RESIDENTIAL: 38 (11 UNITS)  
**LANDSCAPE SUMMARY**  
 PROPOSED TREE CANOPY: 8,800 SQFT  
 REQUIRED TREE CANOPY: 8,300 SQFT (12%)





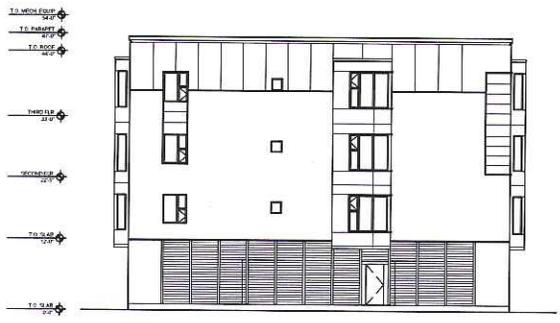
4 SOUTH ELEVATION

3 EAST ELEVATION



2 NORTH ELEVATION

1 WEST ELEVATION

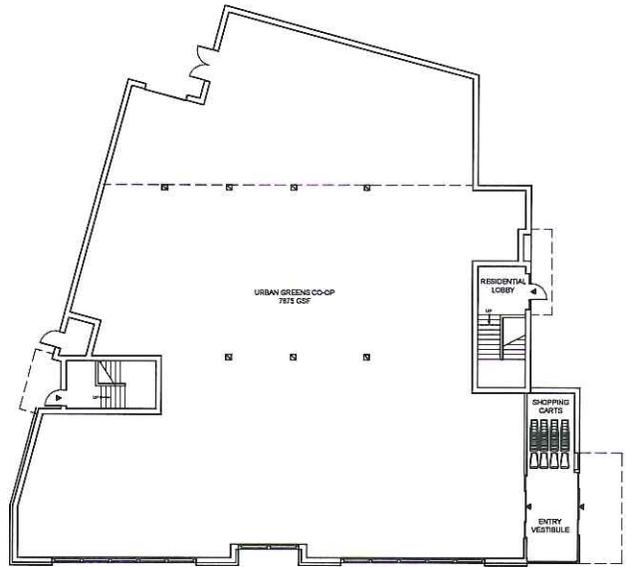


2 SOUTH ELEVATION



1 EAST ELEVATION





1 GROUND FLOOR - RETAIL

**LOUITT LAUNDRY  
 REDEVELOPMENT**

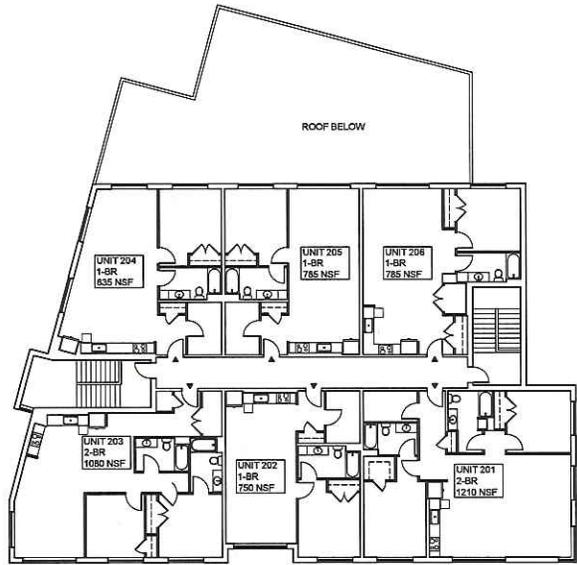
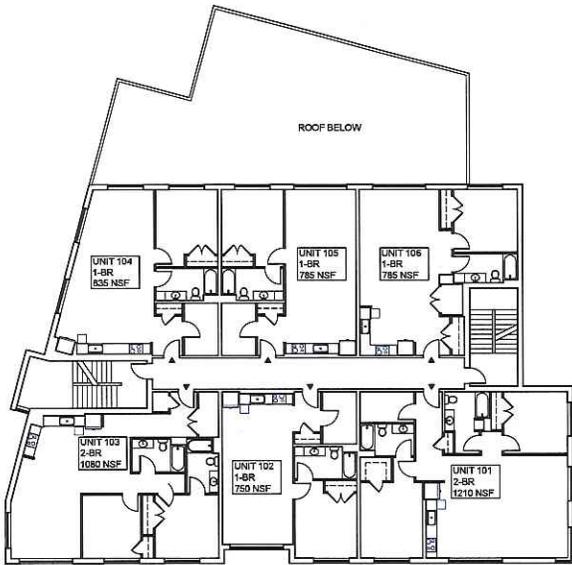
IN COLLABORATION WITH  
 PROSPECTIVE CLIENT

**DRAFT**  
 NOT FOR  
 CONSTRUCTION

DRAWING SET	
SCHEMATIC DESIGN	07/20/2018
PRELIMINARY DESIGN	08/20/2018
CONSTRUCTION DOCUMENTS	
DATE	08/24/2018

SCALE: 1/8" = 1'-0"  
 1/8" = 1'-0" (SEE NOTES)  
**GROUND FLOOR  
 URBAN GREENS  
 CO-OP**

**A1.0**



**LOUITT LAUNDRY  
 REDEVELOPMENT**

BY CONSTRUCTION OF THE  
 PROVISIONS OF THE

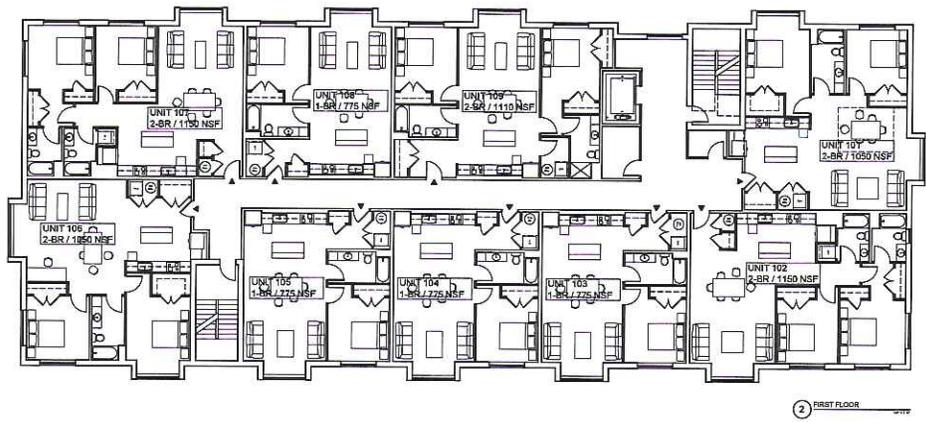
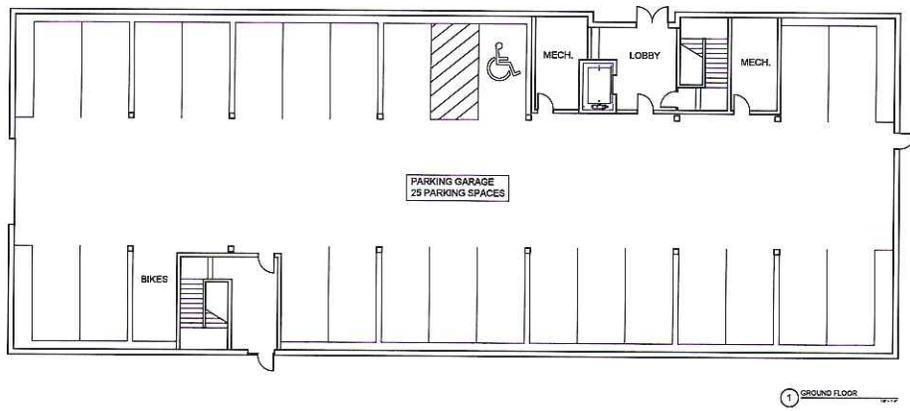
**DRAFT**  
 NOT FOR  
 CONSTRUCTION

DRAWING SETS	
CONTRACT SET	10-01-2014
PERMIT SET	
CONTRACTOR SET	
OWNER SET	
DATE	10-01-2014

SCALE: 1/8" = 1'-0"  
 3/8" = 1'-0" (SEE DIMS)

1ST FLOOR  
 2ND FLOOR

**A1.1**



truth box  
400 North Avenue, Unit 104  
Providence, Rhode Island 02909  
www.truthbox.com | 401.528.1100

**LOUITT LAUNDRY  
REDEVELOPMENT**  
90 COUNSTON STREET  
PROVIDENCE, RI 02901

**DRAFT**  
NOT FOR  
CONSTRUCTION

Drawing Set:	
Revision:	
Drawn by:	
Checked by:	
Date:	

SCALE: 1/8" = 1'-0"  
GRAPHIC SCALE: 1/8" = 1'-0"

**GROUND FLOOR  
FIRST FLOOR**

**A1.0**



1 SECOND FLOOR



2 THIRD FLOOR



440 Fern Avenue, 3rd Fl.  
Providence, Rhode Island 02909  
www.truthbox.com | Tel: 401.233.1330

30 GRANSTON STREET  
PROVIDENCE, RI 02901

**LOUITTIT LAUNDRY  
REDEVELOPMENT**

**DRAFT**  
NOT FOR  
CONSTRUCTION

DRAWING SETS	12/2014
REVISIONS	
DATE	12/2014

SCALE: 1/8" = 1'-0"  
3/64" = 1/8" (1/8")

SECOND FLOOR  
THIRD FLOOR

A1.1

## Memorandum

### *Conflict of Interest: Providence Redevelopment Agency*

1. Pursuant to section 36-14-4 of the R. I. Gen. Laws, all appointed officials and employees of the Providence Redevelopment Agency are subject to the conflict of interest provisions contained in the Rhode Island Code of Ethics (R.I.G.L. 36-14-1 et seq.)
  - a. **An appointed official or employee does have a conflict of interest** if “he or she has reason to believe or expect that he or she or any person within his or her family or any business associate, or any business by which the person is employed or which the person represents will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his or her official activity.”
  - b. **An appointed official or employee does not have a conflict of interest** if “any benefit or detriment accrues to him or her or any person within his or her family or any business associate, or any business by which the person is employed or which the person represents, as a member of a business, profession, occupation, or group, or of any significant and definable class of persons within the business, profession, occupation, or group, to no greater extent than any other similarly situated member of the business, profession, occupation, or group, or of the significant and definable class of persons within the business, profession, occupation or group
2. Pursuant to R.I.G.L. 36-14-6, appointed officials and employees of the Providence Redevelopment Agency (the “Agency”) are responsible for understanding the applicable conflict of interest rules and must, upon discovering a potential conflict of interest,
  - a. prepare a written statement sworn to under the penalties for perjury describing the matter requiring action and the nature of the potential conflict;
  - b. deliver a copy of the statement to the Rhode Island Ethics Commission (the “Commission”); and
  - c. inform the executive director of the Agency and/or the board of directors of the Agency about the potential conflict.
3. Pursuant to R.I.G.L. 36-14-6,
  - a. if the person reporting the conflict of interest is an **employee**, the executive director will, if reasonably possible, assign the matter to another person who does not have a conflict of interest;
  - b. if the person reporting the conflict of interest is the **executive director**, the Board of Directors for the Agency will, if reasonably possible, assign the matter to another person who does not have a conflict of interest; and
  - c. if the person reporting the conflict of interest is an **appointed official** (director), he or she shall take such steps as the Commission shall prescribe through rules or regulations to remove him or herself from influence over any action on the matter on which the conflict of interest exists.

MUNICIPAL LIEN CERTIFICATE  
 CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR  
 CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
October 21, 2015	029	0504	0000	36 Thomas P. Whitten Way	106,476	1

ASSESSED Morgan Kent Studios East Inc  
 OWNER

STATUS OF REAL ESTATE BILL AS OF DATE PRINTED

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILL NAME
15	RE	\$2,605.60	\$0.00	\$0.00	\$0.00	\$2,605.60	\$104.22	\$2,709.82	Morgan Kent Studios I
14	RE	\$2,605.60	\$0.00	\$0.00	\$0.00	\$2,605.60	\$416.90	\$3,022.50	Morgan Kent Studios I
13	RE	\$2,605.60	\$300.00	\$0.00	\$0.00	\$2,905.60	\$813.57	\$3,719.17	Morgan Kent Studios I
12	RE	\$2,980.44	\$0.00	\$0.00	\$0.00	\$2,980.44	\$1,192.18	\$4,172.62	Morgan Kent Studios I
11	RE	\$2,980.44	\$0.00	\$0.00	\$0.00	\$2,980.44	\$1,549.83	\$4,530.27	Morgan Kent Studios I
10	RE	\$2,733.08	\$0.00	\$0.00	\$0.00	\$2,733.08	\$1,749.17	\$4,482.25	Morgan Kent Studios I
09	RE	\$2,814.24	\$0.00	\$0.00	\$0.00	\$2,814.24	\$2,138.82	\$4,953.06	Morgan Kent Studios I
08	RE	\$2,755.20	\$0.00	\$0.00	\$0.00	\$2,755.20	\$2,424.58	\$5,179.78	Morgan Kent Studios I
07	RE	\$2,655.84	\$0.00	\$0.00	\$0.00	\$2,655.84	\$2,655.84	\$5,311.68	Morgan Kent Studios I
06	RE	\$3,514.00	\$0.00	\$0.00	\$0.00	\$3,514.00	\$3,935.68	\$7,449.68	Morgan Kent Studios I
05	RE	\$3,514.00	\$0.00	\$0.00	\$0.00	\$3,514.00	\$4,357.36	\$7,871.36	Morgan Kent Studios I
04	RE	\$3,446.92	\$0.00	\$0.00	\$0.00	\$3,446.92	\$4,687.81	\$8,134.73	Morgan Kent Studios I
03	RE	\$1,196.04	\$0.00	\$0.00	\$0.00	\$1,196.04	\$1,770.14	\$2,966.18	Morgan Kent Studios I
02	RE	\$1,107.32	\$0.00	\$0.00	\$0.00	\$1,107.32	\$1,771.71	\$2,879.03	Morgan Kent Studios I
01	RE	\$7,466.43	\$0.00	\$0.00	\$0.00	\$7,466.43	\$12,842.26	\$20,308.69	Morgan Kent Studios I
00	RE	\$3,183.03	\$0.00	\$0.00	\$0.00	\$3,183.03	\$5,856.78	\$9,039.81	Morgan Kent Studios I
99	RE	\$3,046.38	\$0.00	\$0.00	\$0.00	\$3,046.38	\$5,970.90	\$9,017.28	Morgan Kent Studios I
98	RE	\$3,014.29	\$0.00	\$0.00	\$0.00	\$3,014.29	\$6,269.72	\$9,284.01	Morgan Kent Studios I
97	RE	\$2,914.29	\$0.00	\$0.00	\$0.00	\$2,914.29	\$6,411.44	\$9,325.73	
96	RE	\$2,771.26	\$0.00	\$0.00	\$0.00	\$2,771.26	\$6,429.32	\$9,200.58	
95	RE	\$2,566.29	\$0.00	\$0.00	\$0.00	\$2,566.29	\$6,261.75	\$8,828.04	
94	RE	\$2,666.29	\$0.00	\$0.00	\$0.00	\$2,666.29	\$6,825.70	\$9,491.99	
93	RE	\$2,666.29	\$0.00	\$0.00	\$0.00	\$2,666.29	\$7,145.66	\$9,811.95	
92	RE	\$2,666.29	\$0.00	\$0.00	\$0.00	\$2,666.29	\$7,465.61	\$10,131.90	

MUNICIPAL LIEN CERTIFICATE  
CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR  
CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

<u>\$70,475.16</u>	<u>\$300.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$70,775.16</u>	<u>101,046.95</u>	<u>171,822.11</u>
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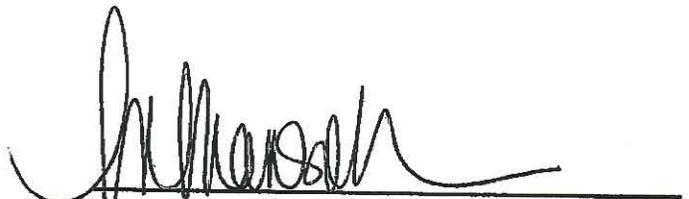
C E R T I F I C A T I O N

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Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.

MAILED TO:

DEPT OF PLANNING & DEV  
400 WESTMINSTER St  
Providence, RI 02903-3222



JOHN A. MURPHY  
CITY COLLECTOR

MARIA MANSOLILLO  
DEPUTY CITY COLLECTOR

MUNICIPAL LIEN CERTIFICATE  
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DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
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ASSESSED City Of Providence  
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14	RE	\$1,227.48	\$0.00	\$0.00	\$0.00	\$1,227.48	\$196.40	\$1,423.88	City Of Providence
		\$2,454.96	\$0.00	\$0.00	\$0.00	\$2,454.96	\$245.50	\$2,700.46	

INTEREST SHOWN IS VALID FOR 30 DAYS FROM DATE ISSUED. ADDITIONAL CHARGES MAY APPLY IF PAYMENT IS RECEIVED LATER THAN 30 DAYS FROM DATE.

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C E R T I F I C A T I O N

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION BEING GIVEN IN ACCORDANCE WITH 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS OF THE DATE PRINTED ABOVE.

**Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.**

MAILED TO: DEPT OF PLANNING & DEV  
 400 WESTMINSTER St  
 Providence, RI 02903-3222



JOHN A. MURPHY  
 CITY COLLECTOR

MARIA MANSOLILLO  
 DEPUTY CITY COLLECTOR

MUNICIPAL LIEN CERTIFICATE  
 CITY OF PROVIDENCE - OFFICE OF THE COLLECTOR  
 CITY HALL PROVIDENCE, R.I. 02903 (401) 331-5252

DATE	PLAT	LOT	UNIT	LOCATION	CERT #	PAGE
October 21, 2015	029	0193	0000	16 Thomas P. Whitten Way	106,477	1

ASSESSED City Of Providence  
 OWNER

STATUS OF REAL ESTATE BILL AS OF DATE PRINTED

YR	TYPE	ORIGINAL TAX	CHARGE	ADJUSTMENT ABATEMENT	PAID	BALANCE DUE	INTEREST	TOTAL DUE	BILLNAME
15	RE	\$1,334.04	\$0.00	\$0.00	\$0.00	\$1,334.04	\$53.36	\$1,387.40	City Of Providence
14	RE	\$1,334.04	\$0.00	\$0.00	\$0.00	\$1,334.04	\$213.45	\$1,547.49	City Of Providence
		\$2,668.08	\$0.00	\$0.00	\$0.00	\$2,668.08	\$266.81	\$2,934.89	

INTEREST SHOWN IS VALID FOR 30 DAYS FROM DATE ISSUED. ADDITIONAL CHARGES MAY APPLY IF PAYMENT IS RECEIVED LATER THAN 30 DAYS FROM DATE.

Note:

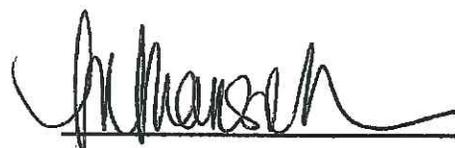
- Please be aware that unpaid taxes may be subject to tax sale.
- Please contact the Water Supply Board at 521-6300.
- Please contact the Narragansett Bay Commission at 461-8828
- Property within designated City Plat Maps known as 19, 20, 24, 25, & 26 (Downtown Providence District Management Authority) or 10,12,13 (Thayer Street District Management Authority) may be subject to an additional assessment. Please call (401) 421-4450 for payment information.

C E R T I F I C A T I O N

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT, SAID CERTIFICATION BEING GIVEN IN ACCORDANCE WITH 44-7-11 OF THE GENERAL LAWS OF RHODE ISLAND 1956, AS OF THE DATE PRINTED ABOVE.

**Important Notice: Upcoming tax bill will be assessed as of December 31st in seller's name. It is the responsibility of the buyer/new homeowner to request a copy of the bill from the Tax Collector's office.**

MAILED TO: DEPT OF PLANNING & DEV  
 400 WESTMINSTER St  
 Providence, RI 02903-3222



JOHNA. MURPHY  
 CITY COLLECTOR

MARIA MANSOLILLO  
 DEPUTY CITY COLLECTOR

The Louttit site will be developed by Bourne Avenue Capital Partners, D+P Real Estate, and Truth Box, Inc. The managers of the development entities are:

- 1) Bourne Avenue Capital Partners: David Sluter
- 2) D+P Real Estate: Jordan Durham
- 3) Truth Box, Inc.: Peter Case



**State of Rhode Island and Providence Plantations  
Office of the Secretary of State**

Fee: \$50.00

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

**Limited Liability Company  
Annual Report**

Filing Period: September 1 - November 1

*In accordance with R.I.G.L. 7-16-66(d), each limited liability company failing or refusing to file its annual report within thirty (30) days after the time prescribed by law (R.I.G.L. 7-16-66(b&c)) is subject to a penalty fee of \$25.00.*

**ANNUAL REPORT YEAR:** 2015

**1. ID No.** 000505961

**2. Exact Name of the Limited Liability Company** Bourne Avenue Capital Partners LLC

**3. State of Formation**

State: RI

**4. Brief Description of the Character of the Business Which is Actually Conducted in Rhode Island**

REAL ESTATE ACQUISITION, DEVELOPMENT, LEASING, DISPOSITION, AND ALL OTHER LAWFUL PURPOSES.

**5. Principal Office Address**

No. and Street: ONE TURKS HEAD PLACE, 12TH FLOOR

City or Town: PROVIDENCE

State: RI Zip: 02903 Country: USA

**6. Mailing Address of Limited Liability Company and Name or Title of Contact Person:**

Contact Name: Contact Title:

No. and Street: ONE TURKS HEAD PLACE, 12TH FLOOR

City or Town: PROVIDENCE

State: RI Zip: 02903 Country: USA

**7. Name and Address of Each Manager of the Limited Liability Company, if Applicable.  
DO NOT LIST MEMBERS**

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country

**8. RESIDENT AGENT IN RHODE ISLAND - DO NOT ALTER  
Changes Require Filing of Form 642 - R.I.G.L. 7-16-11**

ZACHARY G. DARROW, ESQ. ONE TURKS HEAD PLACE, SUITE 1200 PROVIDENCE, RI 02903

**9. This report must be executed by an authorized person pursuant to R.I.G.L. 7-16-66 (b).**

**Signed this 29 Day of October, 2015 at 11:03:01 AM by the authorized person. *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.***

By ZACHARY G. DARROW  
Signature of Authorized Person

Form No. 632  
Revised 09/07

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**State of Rhode Island and Providence Plantations  
Office of the Secretary of State**

Fee: \$50.00

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

**Limited Liability Company  
Annual Report**

Filing Period: September 1 - November 1

*In accordance with R.I.G.L. 7-16-66(d), each limited liability company failing or refusing to file its annual report within thirty (30) days after the time prescribed by law (R.I.G.L. 7-16-66(b&c)) is subject to a penalty fee of \$25.00.*

**ANNUAL REPORT YEAR:** 2015

**1. ID No.** 000154017

**2. Exact Name of the Limited Liability Company** D+P Real Estate Advisors LLC

**3. State of Formation**

State: RI

**4. Brief Description of the Character of the Business Which is Actually Conducted in Rhode Island**

REAL ESTATE DEVELOPMENT, INVESTMENT, CONSTRUCTION MANAGEMENT, & ADVISORY FIRM

**5. Principal Office Address**

No. and Street: 460 HARRIS AVENUE, #104  
City or Town: PROVIDENCE State: RI Zip: 02909 Country: USA

**6. Mailing Address of Limited Liability Company and Name or Title of Contact Person:**

Contact Name: Contact Title:  
No. and Street: 460 HARRIS AVENUE, #104  
City or Town: PROVIDENCE State: RI Zip: 02909 Country: USA

**7. Name and Address of Each Manager of the Limited Liability Company, if Applicable.  
DO NOT LIST MEMBERS**

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
MANAGER	JORDAN M DURHAM	56 HILLSIDE AVENUE PROVIDENCE, RI 02906- USA

**8. RESIDENT AGENT IN RHODE ISLAND - DO NOT ALTER  
Changes Require Filing of Form 642 - R.I.G.L. 7-16-11**

JORDAN M. DURHAM 56 HILLSIDE AVENUE PROVIDENCE , RI 02906

9. This report must be executed by an authorized person pursuant to R.I.G.L. 7-16-66 (b).

Signed this 30 Day of November, 2015 at 11:04:08 AM by the authorized person. *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.*

By JORDAN DURHAM  
Signature of Authorized Person

Form No. 632  
Revised 09/07

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**State of Rhode Island and Providence Plantations  
Office of the Secretary of State**

Fee: \$50.00

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

**Business Corporation  
Annual Report**

Filing Period: January 1 - March 1

*In accordance with R.I.G.L. 7-1.2-1501(e), each corporation failing or refusing to file its annual report within thirty (30) days after the time prescribed by law (R.I.G.L. 7-1.2-1501 (c&d)) is subject to a penalty fee of \$25.00.*

**ANNUAL REPORT YEAR:** 2016

**1. Corporate ID No.** 000127039

**2. Name of Corporation** Truth Box, Inc.

**3. Street Address Principal Business Office:**

No. and Street: 460 HARRIS AVENUE, UNIT 104

City or Town: PROVIDENCE

State: RI Zip: 02909 Country: USA

**4. Business Phone No.**

401-453-1300

**5. State of Incorporation**

State: RI

**6. Brief Description of the Character of Business Conducted in Rhode Island**

TO ENGAGE IN PROVIDING ARCHITECTURAL SERVICES AND REAL ESTATE DEVELOPMENT

**7. Names and Addresses of the Officers and Directors:**

**All officers and directors must be listed. If officers and/or directors have been elected, the title Incorporator is no longer applicable; please delete.**

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PRESIDENT	PETER G CASE	141 MORRIS AVENUE PROVIDENCE, RI 02906- USA

**8. Shares Authorized and Issued**

					Total Issued
--	--	--	--	--	--------------

0-6471-0

Class of Stock	Series of Stock	Par Value Per Share	Total Authorized Shares <i>Number of Shares</i>	and Outstanding <i>Num of Shares</i>
STK		\$0.0000	100.00	100

**9. This report must be executed on behalf of the corporation by an authorized representative. If the corporation is in the hands of a receiver or trustee, this report must be executed on behalf of the corporation by the receiver or trustee.**

**Signed this 14 Day of December, 2015 at 2:20:38 PM.** *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-1.2.*

By PETER GILL CASE  
Signature of Authorized Representative of the Corporation

**This report cannot be accepted for filing if an officer has executed the form and he/she is not listed in section 7.**

Form No. 630  
Revised 09/07

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All Rights Reserved

**Louitt rental breakdown**

<b>Unit Type</b>	<b>Average Square Feet</b>	<b>Income Restriction</b>	<b>Deed Restriction Period</b>	<b>Average Net Monthly Rent</b>	<b>Number of Units</b>	<b>% Of Total</b>
One Bedroom	775	60% AMI - Low Income	30 Years	\$ 658.00	4	10.3%
Two Bedroom	1,130	60% AMI - Low Income	30 Years	796.00	4	10.3%
One Bedroom	775	100% AMI - Workforce	30 Years	1,375.00	8	20.5%
Two Bedroom	1,130	100% AMI - Workforce	30 Years	1,527.00	7	17.9%
One Bedroom	775	120% AMI - Workforce	30 Years	1,475.00	8	20.5%
Two Bedroom	1,130	120% AMI - Workforce	30 Years	1,862.00	8	20.5%
<b>Total</b>					<b>39</b>	<b>100%</b>

246 Hope Street

Providence, RI 02906

Tel 401.421.8888

Fax 401.331.3018

South County

Tel 401.782.8803

March 16, 2016

Mr. Donald Gralnek  
Providence Redevelopment Agency  
444 Westminster Street  
3<sup>rd</sup> Floor, Suite 3A  
Providence, RI 02903

**RE: Market Value Estimate**  
**93 Cranston Street**  
**Plat 29 Lots 193, 194, 504 & 505**  
**Providence, Rhode Island**

Dear Mr. Gralneck,

As you requested, I have inspected the property located at 93 Cranston Street, AP 29 Lots 193, 194, 504 and 505, Providence, RI. The site is known as the Louttit site for the former owner Luttit Laundry, a dry cleaning and fur storage facility that had been located on the site.

The purpose of my inspection and subsequent research was to provide you with an estimate of Market Value as of March 14, 2016.

**By Market Value I mean** most probable price in terms of money which a property should bring in an open and competitive market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

PETER M. SCOTTI  ASSOCIATES • REAL ESTATE

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interest;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property, sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

**Fee Simple** is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>2</sup>

The subject property consists of an irregularly shaped, 1.3 acre/56,628 SF parcel with 175' of frontage on Cranston Street and additional frontage on Thomas P. Whitten Way. The parcel is at street grade and serviced by all utilities. The parcel falls within a C-2 Commercial zone.

In addition to inspecting the property and reviewing municipal records, I have also been furnished with an environmental site assessment report conducted by Cherenzia & Associates, Ltd. According to Timothy Regan, PE of Cherenzia it will cost between \$250,000 and \$300,000 or approximately \$4.50-\$5.25/SF to remediate the property.

I have reviewed the sales of various vacant parcels in the City of Providence in similar locations and with similar zoning that have sold in the recent past. I found that the sales that warranted comparison to the subject ranged in value from \$8.00-\$12.00/SF with most in the \$9.50-\$10.00/SF range.

<sup>1</sup> Rules and Regulations, Federal Register, Vol. 55, No. 165, Page 34696.

<sup>2</sup> Appraisal Institute, *The Appraisal of Real Estate*, Twelfth Edition, Page 69

PETER M. SCOTTI  ASSOCIATES • REAL ESTATE

Applying a value of \$9.50/SF to the subject site with consideration of the environmental costs associated with it results in the following calculations:

Base Value	\$9.50/SF
Remediation Cost	(\$5.00)
Developer incentive at 10%	<u>(\$ .95)</u>
Net Unit Value	\$3.55

Indicated Value: 56,628 SF x \$3.55/SF = \$201,029 say \$200,000

My findings indicate Market Value for the subject "as is" is \$200,000.

Very truly yours,



Peter M. Scotti, MAI

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

PROVIDENCE  
REDEVELOPMENT AGENCY  
*Petitioner,*

C. A. No. 14-5165

v.

HALE & LAUNDER, INC. AND  
MORGAN KENT STUDIOS  
EAST, INC.  
*Respondent*

**NOTICE OF DISPOSAL IN TAX LIEN CASE**

This is to certify that the petition of the PROVIDENCE REDEVELOPMENT AGENCY  
*Petitioner*, v. HALE & LAUNDER, INC. AND MORGAN KENT STUDIOS EAST, INC. *Respondent*  
to foreclose the right of redemption under certain deeds for nonpayment of taxes, given by the Collector  
of Taxes for the City of Providence in the County of Providence and the State of Rhode Island, dated  
July 20, 1995, and duly recorded in Book 3173 at Page 143 was filed in this Court on October 21, 2014.

Thereafter due proceedings under the petition were instituted according to law, and finally on  
September 2, 2015, a decree forever foreclosing and barring all rights of redemption under the deed was  
entered, and this notice of final disposition of the petition is directed to be recorded in the Registry of  
Deeds for the City of Providence in Providence County, pursuant to § 44-9-32.

**Address: 36 Thomas P. Whitten Way, Providence, RI 02903  
Plat: 29 Lot: 504**

By the Court,

ENTER:

15/ PATRICIA A. HURST J

ORDER

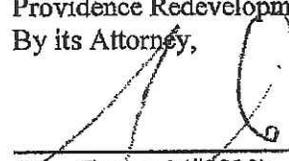
ATTEST:

15/ Robert Quirk

Dated: 9-2-15

Presented by:

Providence Redevelopment Agency,  
By its Attorney,

  
Sean Creegan (#8829)  
Assistant City Solicitor  
444 Westminster Street, 2<sup>nd</sup> Floor  
Providence, RI 02903  
Phone: 401-680-5333  
Fax: 401-680-5520

RECORDED:

Providence  
Received for Record  
Sep 03, 2015 at 07:18P  
Document Num: 00126057  
John A. Hurst  
Recorder of Deeds

City of Providence

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 2004-14

No. 121 AN ORDINANCE IN AMENDMENT OF AND IN ADDITION TO CHAPTER 1997-3 OF THE ORDINANCES OF THE CITY OF PROVIDENCE APPROVED JANUARY 27, 1997 AND ENTITLED "AN ORDINANCE TO AMEND THE OFFICIAL REDEVELOPMENT PLAN FOR THE VACANT AND ABANDONED PROPERTIES PLAN PROGRAM" FOR THE ACQUISITION OF LOTS 193, 194 and 504 ON PLAT 29. 16, 22 and 36 BURGESS STREET RESPECTIVELY.

Approved April 7, 2004

Be it ordained by the City of Providence:

1: That Chapter 1997-3 of the Ordinances of the City of Providence approved January 27, 1997 and entitled "An Ordinance to amend the Official Redevelopment Plan for the Vacant and Abandoned Properties Plan Program" is hereby amended by adding the following lots for acquisition:

Table with 2 columns: Plat/ Lot and Address. Rows include 29/504 (36 Burgess Street), 29/193 (16 Burgess Street), and 29/194 (22 Burgess Street).

2. That said Chapter 1997-3 of the Ordinance of the City of Providence as adopted and as heretofore amended be the same as hereby ratified and affirmed in all other respects.

3. That this Ordinance shall take effect on its passage and shall be filed with the City Clerk who is hereby authorized and directed to forward certified copy thereof to the Providence Redevelopment Agency.

4. In accordance with RIGL 45-32-40 all property in the Vacant and Abandoned Properties Plan Program shall be exempt.

IN CITY COUNCIL MAR 18 2004 FIRST READING READ AND PASSED

Signature of Clerk for City Council reading.

IN CITY COUNCIL APR 1 2004 FINAL READING READ AND PASSED

Signatures of President and Clerk for City Council final reading.

APPROVED

Signature of Mayor and date 4/7/04.

MAYOR

NY  
10/10/04

5. See the attached Redevelopment Plan for the Former Louttit Laundry Site.

**REDEVELOPMENT PLAN FOR  
THE FORMER LOUTTIT LAUNDRY SITE  
Providence, Rhode Island**

**Background**

The City is packaging the lots of the former Louttit Laundry facility together for redevelopment. The site was vacated in the 1980's and has remained vacant and has continued to deteriorate for the past fifteen years. In the spring of 2001, a fire devastated the larger rear structure of the facility, so only a portion of the original structure remains. Despite its condition, the site's prime location, near the intersection of two commercial corridors in the city's west end, makes it attractive for redevelopment.

Since its inception, the laundry business was operated by the Louttit family, which at its peak employed 150 employees. In 1925, the What Cheer Laundry was built at 93 Cranston Street to house the offices for the Louttit family's laundry business, which occupied 280,000 square feet of space in a 1906 brick structure further along Burgess Street. The Colonial Revival building includes two stories and a basement level, which add up to a total of 26,400 square feet.

**Project Justification (RIGL Sec. 45-31-1 et seq.)**

The Louttit Laundry site is part of the Vacant and Abandoned Properties Plan Program. In order to acquire additional parcels the PRA must make findings that present conditions render the site an arrested, blighted area pursuant to RIGL Sec. 45-31-8, that there are obstacles to acquiring the sites other than through the PRA and that a declaration is made as to the methods to be used in redevelopment.

**Statement of Development Objectives and Proposed Treatment**

The objective of the redevelopment plan is to create a development opportunity on this site that has been underutilized and blighted for many years. The site improvements will include a mixed use project that will serve the surrounding community.

**Findings as to Dangers from Substandard Areas (RIGL Sec. 45-31-3)**

The site of the former Louttit Laundry facility will be acquired to alleviate blight that contributes to the substandard conditions in the area.

#### Findings as to Obstacles to Private Redevelopment (RIGL Sec. 45-31-4)

In the past fifteen years, this site has remained vacant and continues to deteriorate. It is clear that private enterprise alone has failed to remedy the conditions in the project area. There are four parcels that range from approximately 3,000 to 35,000 square feet in size. Combining these lots with the two other lots on the site will make the site more attractive to potential developers, and will allow for a more significant mixed use project to be constructed benefiting the surrounding neighborhood. Land assembly alone for a project of this magnitude can only be done under the powers granted to the PRA for redevelopment projects.

#### Declaration as to Redevelopment Methods

The PRA proposes to acquire the lots described within the project boundaries (noted below). These will be acquired through the most cost and time efficient means, either by condemnation, purchase, or foreclosure of rights of redemption. The parcels will be merged into a single parcel through an Administrative Subdivision and recorded in the City's Recorder of Deeds.

The site will be subject to review by the PRA. The PRA has issued a 'Request for Proposals' for qualified developers. The RPF outlines the criteria and process for the PRA review.

#### Project Boundaries and Project Area Description

The site of the former Louttit Laundry facility consists of four parcels bounded by Cranston Street, Westminster Street and Burgess Street.

Address	Plat	Lot	Square Feet
93 Cranston Street	29	505	35,532
36 Burgess Street	29	504	10,905
22 Burgess Street	29	194	3,876
16 Burgess Street	29	193	5,200
Total square footage			55,513

Resolution No. 111 approved by the City Council on March 3, 2003, transferred lot 505 to the Providence Redevelopment Agency. All taxes due are abated, and the property will remain tax exempt until transferred by the PRA to a developer.

#### Project Elements

Property Acquisition - The total estimated land area is 9,076 square feet.

Design Review - A proposed development on this site must comply with the design objectives set forth in the Development Review Regulations, the Zoning Ordinance and the regulations set forth in the Industrial and Commercial Buildings District.

**Other Provisions Necessary to Meet Local Objectives**

Conformity to Comprehensive Plan - A proposed development on the site is intended to implement local planning and development objectives set forth in the Comprehensive Plan, and the West Side Action Plan. The site is ideal for community economic development and housing.

Method of Relocation - Not applicable

Covenants and Restrictions - The former Louttit Laundry site is in the West Side Overlay District and the remaining structure is part of the Industrial and Commercial Buildings District. Proposals shall adhere to the requirements set forth in these zoning districts.

The city seeks a multi-faceted mixed-use project to occupy this site. Proposals should include a mix of residential uses, combined with ground floor retail, commercial, business or non-profit uses that cater to the needs of the neighborhood. All proposed rehabilitation and new construction should respect the historic character of the building and the site and of Westminster Street and the surrounding neighborhood.

The site is subject to all PRA restrictions detailed in the Dced and Agreement.

08/06/2004 FRI 12:10 FAX 401 421 6492

007  
Page 1 of 1

**Claire Bestwick**

---

**From:** Bonnie Nickerson  
**Sent:** Wednesday, August 06, 2003 11:45  
**To:** Claire Bestwick  
**Subject:** ordinance

Hi Claire,

I just spoke to Councilman Lombardi and he asked me to send this ordinance over to you. He is sponsoring the ordinance.

Thank you, let me know if you need any more information.

Bonnie

8/6/2003

PM 05-1060

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

CONDEMNATION BY  
PROVIDENCE REDEVELOPMENT AGENCY,  
RE: VACANT AND ABANDONED PROPERTIES PROGRAM  
PARCELS 1 AND 2; 16 BURGESS STREET  
TAX ASSESSOR'S PLAT 29, LOTS 193 AND 194

ORDER OF COMPENSATION FOR PROPERTY TAKEN

This cause came on to be heard on the 18<sup>th</sup> day of March, 2005 upon the Petition of the Providence Redevelopment Agency of the City of Providence, State of Rhode Island under Section 45-32-28 of R.I. General Laws as amended, requesting this Honorable Court to determine the sum of money sufficient to satisfy claims of all persons interested in the land taken for the redevelopment of the VACANT AND ABANDONED PROPERTIES PROGRAM, Lots 193 and 194 on Tax Assessors Plat 29, pursuant to the provisions of Title 45, Chapters 31 - 33, inclusive of the General Laws of Rhode Island, 1956, as amended, entitled; "Redevelopment Act of 1956"; and after hearing thereon and consideration thereof, it is hereby

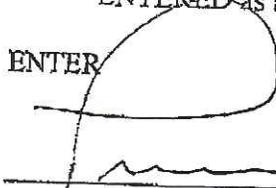
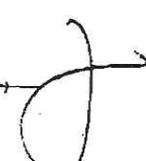
ORDERED

1. That title to Tax Assessor's Plat 29, Lots 193 and 194 is found to be in the name of the Providence Redevelopment Agency.

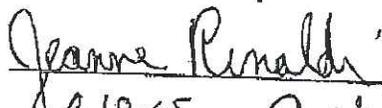
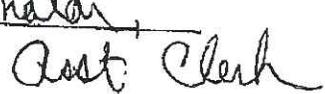
2. That the sum of \$100,000.00 be and hereby is deemed to be sufficient to satisfy the claims of all persons having an estate or interest in such real property taken for the redevelopment of the said VACANT AND ABANDONED PROPERTIES PROGRAM, Lots 193 and 194 on Tax Assessors Plat 29 further described in Resolution No. 2004-99 of the Providence Redevelopment Agency.

ENTERED as an Order of this Honorable Court this 18<sup>th</sup> day of March, 2005.

ENTER

  
3-18-05 

PER ORDER

  
3-18-05 

SUPERIOR COURT  
FILED  
HENRY S. KINCH JR., CLERK

2005 MAR 18 P 2:44

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

CONDEMNATION BY  
PROVIDENCE REDEVELOPMENT AGENCY,  
RE: VACANT AND ABANDONED PROPERTIES PROGRAM  
PARCELS 1 AND 2; 16 BURGESS STREET  
TAX ASSESSOR'S PLAT 29, LOTS 193 AND 194

PETITION

Respectfully represents the Providence Redevelopment Agency of the City of Providence, State of Rhode Island, a public body, corporate and politic, and says that on the day of March, 2005, prior to the filing of this Petition, and in accordance with the provisions of Title 45, Chapters 31-33, inclusive of the General Laws of Rhode Island, 1956, as amended, it caused to be filed in the records of land evidence of the City of Providence the following documents:

(A) A copy of the Petitioners Resolution of Necessity for Acquisition No. 2004-99 adopted December 9, 2004, pursuant to Section 45-32-26 of Rhode Island General Laws (1956) as amended (a copy of which is attached hereto and marked Exhibit A) which (1) contains a description of the real property; (2) declares that the acquisition of the real property is in the public interest and necessity for the public use; and (3) states that the real property is included in a redevelopment project approved under this Chapter.

(B) A plat signed by the Chairman of the Providence Redevelopment Agency and its counsel showing the property taken or affected.

(C) A declaration signed by the Chairman of the Petitioner (copy attached hereto marked Exhibit B) that the real property is taken pursuant to the provisions of Chapters 31-33 inclusive of Title 45 of R.I. General Laws (1956) as amended, and indicating the nature and extent of the interest (to wit: fee simple absolute) in said real property taken.

Wherefore, pursuant to Section 45-32-28 of R.I. General Laws (1956) as amended, your Petitioner herewith files in this Superior Court its statement (signed by its Chairman) attached hereto and marked as Exhibit C, of the sum of money estimated by it to be just compensation for the property taken, and prays and requests this Honorable Court to determine the sum of money which should be sufficient to satisfy the claims of all persons having an estate or interest in such real property, and to issue and Order in accordance so that your Petitioner may deposit said sum in the Superior Court for the use of the persons entitled thereto, all in accordance with the provisions of

FILED  
HENRY S. RICH JR., CLERK

2005 MAR 18 P 2: 44

12-7835

PROVIDENCE REDEVELOPMENT AGENCY,  
RE: VACANT AND ABANDONED PROPERTIES PROGRAM  
PARCELS 1 AND 2; 16 BURGESS STREET  
TAX ASSESSOR'S PLAT 29, LOTS 193 AND 194

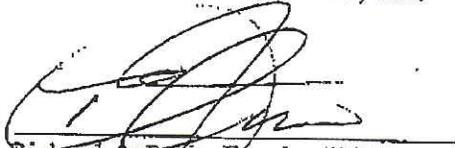
PETITION

Page 2 of 2

Title 45, Chapters 31-33 inclusive of the R.I. General Laws (1956) as amended, entitled, "Redevelopment Act of 1956".

Providence Redevelopment Agency  
By its Counsel and Attorney

PACIA LAW ASSOCIATES, LLC

By: 

Richard A. Pacia, Esquire #2348  
50 Power Road  
Pawtucket, RI 02860  
(401) 728-1600



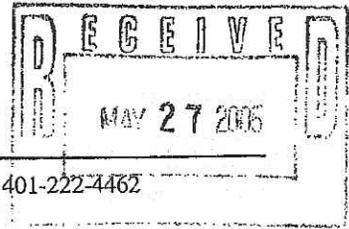




RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462



May 20, 2005

Thomas Deller  
Providence Redevelopment Agency  
400 Westminster Street  
Providence, RI 02903

Re: Louttit Laundry  
93 Cranston Street  
Providence, RI  
RI DEM Facility I.D. #3926, LUST I.D. #ST-28254

Dear Mr. Deller:

The Office of Waste Management has reviewed a Closure Assessment Report for the above-referenced facility, prepared by EA Engineering, Science & Technology, Inc., and dated October 27, 2004 and April 19, 2005.

Based on the representations made by the consultant in the report, no further action is presently required by this Office. However, the D.E.M. reserves the right to order future corrective measures should any significant contamination in groundwater or soil become apparent.

Enclosed for your records is a Certificate of Closure for the closed underground storage tank(s).

Sincerely,

Kevin Gillen  
Supervising Engineer  
Office of Waste Management

KG/air

Enclosure

cc: Tim Reagen, EA Engineering, Science & Technology, Inc.  
UST Facility File

Office of Waste Management  
PHONE: (401) 222-2797 FAX: (401) 222-3813



30% post-consumer fiber

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
UNDERGROUND STORAGE TANK SECTION  
235 Promenade Street  
Providence, Rhode Island 02908  
(401) 222-2797

UST FACILITY ID #3926  
LUST FACILITY ID ST 28254

**CLOSURE CERTIFICATE  
FOR UNDERGROUND STORAGE FACILITIES**

In compliance with Chapter 46-12 of the Rhode Island General Laws, as amended, and the Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials,

Louittit Laundry (formerly)

owner/operator of an underground storage facility located at

93 Cranston Street  
Providence, RI

is issued this Certificate of Closure indicating that the storage tanks described below have been taken out of service permanently, in compliance with the Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials.

TANK ID	VOLUME	STORED MATERIAL	DATE LAST USED	STATUS OF TANK F=Filled R=Removed
<u>001</u>	<u>20000 gal.</u>	<u>#6 fuel oil</u>	<u>                    </u>	<u>          R          </u>
<u>002</u>	<u>20000 gal.</u>	<u>#6 fuel oil</u>	<u>                    </u>	<u>          R          </u>
<u>003</u>	<u>8000 gal.</u>	<u>#6 fuel oil</u>	<u>                    </u>	<u>          R          </u>
<u>004</u>	<u>12000 gal.</u>	<u>#6 fuel oil</u>	<u>                    </u>	<u>          R          </u>
<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

Signed this 19th day of May, 20 05

*Kevin Hillen*

Approved: \_\_\_\_\_

Underground Storage Tank Section  
Department of Environmental Management

**NOTE: This is not a document to approve or certify that tanks are/were safe or clean to transport.**



RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

May 20, 2005

Thomas Deller  
Providence Redevelopment Agency  
400 Westminster Street  
Providence, RI 02903

Re: Louttit Laundry  
93 Cranston Street  
Providence, RI  
RI DEM Facility I.D. #3926, LUST I.D. #ST-28254

Dear Mr. Deller:

The Office of Waste Management has reviewed a Closure Assessment Report for the above-referenced facility, prepared by EA Engineering, Science & Technology, Inc., and dated October 27, 2004 and April 19, 2005.

Based on the representations made by the consultant in the report, no further action is presently required by this Office. However, the D.E.M. reserves the right to order future corrective measures should any significant contamination in groundwater or soil become apparent.

Enclosed for your records is a Certificate of Closure for the closed underground storage tank(s).

Sincerely,

A handwritten signature in cursive script that reads "Kevin Gillen".

Kevin Gillen  
Supervising Engineer  
Office of Waste Management

KG/alr

Enclosure

cc: Tim Reagen, EA Engineering, Science & Technology, Inc.  
UST Facility File

Office of Waste Management  
PHONE: (401) 222-2797 · FAX: (401) 222-3813



30% post-consumer fiber

- The sampling frequency for discharge from the treatment system for site dewatering is proposed as one sample per 40,000 gallons. This frequency must be approved by the sewer authority or the waste disposal facility receiving the discharge, depending on the chosen method of disposal.
- What will be the minimum thickness of cover material (unimpacted material) over the batched (stabilized/solidified) material when the site is finally graded at the end of the remediation?
- Figure 3 does not include SB-EA-15A in the hatched area that identifies the approximate extent of petroleum contamination. Section 2.1 says that 6 inches of petroleum was found above refusal in this boring. What criteria were used for the contaminated area depicted on his figure?
- Section 2.2 refers to three temporary monitoring wells. These wells are not located on Figure 3. Please provide the locations.
- Section 2.2 says "The MTBE concentrations are laboratory estimates, as they were detected above the laboratory Method Reporting Limit but were below the RIDEM GB Groundwater Objectives." This statement is wrong. The MTBE concentrations that are estimated are below the laboratory MRL. Groundwater Objectives have nothing to do with laboratory estimates.

Please provide responses to the above comments as soon as possible so that the CAP can be finally reviewed for approval. Please feel free to contact me at 222-2797 x7125 or [paula.therrien@dem.ri.gov](mailto:paula.therrien@dem.ri.gov) with any questions.

Sincerely,



Paula-Jean Therrien  
Principal Environmental Scientist  
Underground Storage Tank Management Program

Cc: Kevin Gillen – Supervisor UST/OWM  
Kelly Owens – Supervisor OWM  
Jeffrey Crawford – Principal OWM  
Tracey Tyrrell – Supervisor UST/OCI  
Timothy Regan, P.E. – EA



RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

April -  
Hubble w/Trm  
12  
OCT 23 2006

October 19, 2006  
CERTIFIED MAIL

Thomas Dellar, Executive Director  
Providence Redevelopment Agency  
400 Westminster Street  
Providence, RI 02903

Re: Former Louttit Laundry  
93 Cranston Street, Providence UST Facility # 3926: ST-28254

Dear Mr. Dellar:

The Underground Storage Tank Management Program of the Office of Waste Management has received and reviewed the Corrective Action Plan for the above referenced site, dated May 2006, and prepared and submitted by EA Engineering, Science and Technology, Inc. on your behalf. The CAP proposes that all visually impacted soils and soils contaminated with greater than 2500 ppm TPH are be excavated and stockpiled for treatment onsite by stabilization/solidification. The soils were contaminated by release of #6 fuel oil from former USTs #1 and/or #2.. The Department has the following comments:

- Free product in the soil or on the groundwater and highly contaminated soils (>30,000 ppm TPH) must be excavated/removed and disposed at an appropriate facility offsite. Stabilization/solidification will not be approved for treatment of this highly contaminated media.
- The materials to be used for the stabilization/solidification were described variously in the CAP as "a cold asphalt emulsion", "Portland cement and other agents" and "cement and other stabilizing agents". Please provide an accurate and complete description of the composition of the materials and chemicals to be used in this process.
- Please provide information on the qualifications and experience of the chosen contractor in conducting this specific remediation. If the contractor has not been selected, please provide this information when the selection is made.
- Will there be any bench scale testing of the process using contaminated soil from the site to determine applicability or process parameters?
- A compliance sampling plan that would determine the effectiveness of the remedy, i.e. that the leachability of the treated soils is within applicable standards, is required.



RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

August 29, 2005



Mr. Thomas Deller  
Providence Redevelopment Agency  
400 Westminster Street  
Providence, RI 02903

RE: May 20, 2005, No Further Action Letter ST 28254  
Louttit Laundry  
93 Cranston Street  
Providence, RI

Dear Mr. Deller:

On May 20, 2005 DEM issued a letter to you regarding the above referenced facility. (See attached letter) The letter stated that no further action was required. This letter should not have been issued since additional work was required in a May 5, 2005 letter from Paula-Jean Therrien of this office.

Please disregard the May 20, 2005, no further action letter and continue to comply with the May 5, 2005 letter which is also attached.

I am sorry for the confusion and if you have any questions or concerns regarding this matter you can contact me at (401) 222-2797 ext 7116.

Sincerely,

Kevin Gillen  
Principal Engineer  
Office of Waste Management

Cc: Timothy Regan, EA



30% post-consumer fiber

**CORRECTIVE ACTION PLAN**

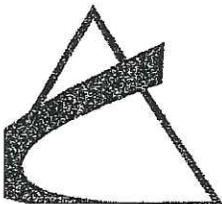
**Former Louttit Laundry Property  
93 Cranston Street  
Providence, Rhode Island**

*Prepared for*

Providence Redevelopment Agency  
444 Westminster Street, Suite 3A  
Providence, RI 02891

*Prepared by*

Cherenzia & Associates, Ltd  
P.O. Box 513  
Westerly, RI 02891



Civil Engineers • Land Surveyors  
Land Use Planners • Environmental Engineers

December 2013

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## 1. INTRODUCTION AND BACKGROUND

Cherenzia & Associates, Ltd. (Cherenzia) has prepared this Corrective Action Plan in accordance with Section 6.0 of the Rhode Island Department of Environmental Management (RIDEM) Leaking Underground Storage Tank (UST) Program Guidance Document (October 2000) for the former Louttit Laundry property at 93 Cranston Street, Providence, Rhode Island. This Corrective Action Plan has been prepared on behalf of the Providence Redevelopment Agency. Petroleum contamination was first noted at this location in 1999 during a Remedial Evaluation Report (December 1999) conducted by Fuss & O'Neill on behalf of RIDEM. Through this assessment and a subsequent UST Closure Assessment prepared by EA Engineering, Science & Technology, Inc. (EA), dated October 2004, four unregistered USTs were discovered at the site. Two USTs, designated as UST Nos. 1 and 2, were 20,000-gal steel USTs containing No. 6 fuel oil. UST Nos. 3 and 4 were 12,000-gal and 8,000-gal steel USTs, respectively, also containing No. 6 fuel oil. EA supervised the removal of these USTs in September 2004. During the UST closure, it was discovered that a release of petroleum has occurred from UST Nos. 1 and 2.

### 1.1. SITE DESCRIPTION

The site is located to the northeast of the intersection of Cranston and Burgess Streets in the City of Providence, Providence County, Rhode Island (Figure 1). The site is identified on the City of Providence Tax Assessor's Map as Plat 29, Lots 193, 194, 504, and 505, an area of approximately 1.3 acres. The site is owned by the City of Providence, operated as a dry cleaner from approximately 1903 through 1990 and has been vacant since 1990.

Adjacent properties include: parking for Citizens Bank to the north and east, with the bank building located further to the east and northeast; Hudson Furs, a storage and dry cleaning company to the west across Burgess Street; the John Hope Settlement House, to the northwest across Burgess Street; and the athletic fields for the Central/Classical high schools across Cranston Street to the south. The nearest residential land use is to the west, which is City-owned public housing (Wiggin Manor) adjacent to the Hudson Furs building along Cranston Street. The site is not currently serviced by any utilities and is partially secured with a chain-link fence and locking gate on Cranston Street.

Groundwater resources are not used by the site or adjacent properties for domestic, fire suppression, or production purposes. Groundwater is characterized as GB by RIDEM, indicating that it is not suitable for consumption without treatment. No public water supply wells are registered within 1 mi of the site. Surface water would flow via infiltration to the groundwater table. Based upon previous environmental investigations, groundwater is located approximately 28-33 feet below ground surface (bgs). The site is topographically flat, and groundwater is expected to flow to the northwest, toward the Woonasquatucket River. The nearest surface water body, the Woonasquatucket River, is located approximately 4,500 feet to the northwest of the site. Soils are characterized as urban land and outwash deposits. Bedrock at the site is at a depth greater than 80 feet bgs and is characterized as Rhode Island Formation, a meta-sedimentary sequence.

Due to the depth of the water table and the lack of underground utilities and storm drains/catch basins at the site, no receptors of potential contamination were noted during any previous environmental investigations. There is little to no risk of adverse impact to surface water, public or private wells, visitors to the site or adjacent sites, or environmentally sensitive areas.

## 1.2. PREVIOUS ENVIRONMENTAL INVESTIGATIONS

### 1.2.1. Remedial Evaluation Report (Fuss & O'Neill, December 1999)

On behalf of RIDEM, Fuss & O'Neill conducted an environmental investigation at the former Louttit Laundry in 1998-1999 based upon areas of concern noted in the environmental site assessment conducted by GZA GeoEnvironmental, Inc., dated June 1993. Soil, soil gas, and groundwater were observed and sampled during this investigation. Although this investigation revealed two contaminants of concern, petroleum and chlorinated solvents, this Corrective Action Plan will only summarize the petroleum-related data.

Test pits were advanced in the vicinity of UST Nos. 1 and 2 and UST Nos. 3 and 4, although UST No. 4 was not discovered during this investigation and was found during the subsequent UST closure performed by EA. UST Nos. 1 and 2 were found to be in poor condition during test pitting activities. Elevated levels of total petroleum hydrocarbons (TPH) were noted in the test pits advanced in the vicinity of the USTs. In addition, elevated levels of TPH and associated volatile organic compounds (VOCs) (i.e., benzene, ethylbenzene, and xylene) within the subsurface soils were observed at two soil boring locations adjacent to UST Nos. 1 and 2. Groundwater in this area was found to contain light, non-aqueous phase liquid (LNAPL) at the monitoring wells in the immediate vicinity of UST Nos. 1 and 2. This investigation concluded that this No. 6 fuel oil LNAPL plume covered an area of 1,256 square feet, centered on the area containing UST Nos. 1 and 2.

### 1.2.2. Closure Assessment Report (EA, October 2004)

EA supervised the removal of the four onsite USTs in September 2004. All closure activities were conducted in accordance with the RIDEM Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials (October 2002). Each UST was found to contain various volumes of No. 6 fuel oil, water, and soil/sludge. Soils from the sidewalls of each tank grave were screened with a flame ionization detector and submitted for laboratory analysis of TPH by the U.S. Environmental Protection Agency (EPA) Method 8100. As UST Nos. 1 and 2 and UST Nos. 3 and 4 were located adjacent to each other in two separate areas, the tank graves were addressed separately as pairs, not individual tanks, when it came to screening and sampling. At the UST Nos. 1 and 2 graves, elevated screening results were noted beneath each UST and along the north sidewall. Two samples were found to contain TPH concentrations above the RIDEM GB Leachability Criteria: the eastern bottom sample below UST No. 1 and the western bottom sample below UST No. 2. Therefore, it was determined that a release of petroleum had occurred from both UST Nos. 1 and 2. At the UST Nos. 3 and 4 graves, no elevated screening results or TPH exceedances of the RIDEM GB Leachability Criteria were identified.

Due to the depth of the groundwater interface/smear zone at this site (i.e., approximately 30 feet bgs), the proximity of the UST Nos. 1 and 2 grave to the adjacent property, and the potential presence of chlorinated solvents in soils, the impacted soil was not removed at the time of UST closure.

### 1.2.3. Site Investigation Report (EA, 2006)

To determine the lateral and vertical extent of the petroleum contamination noted during the previous investigations, EA conducted several phases of a subsurface investigation at the site during Fall 2005 and Winter 2006. As petroleum contamination had been previously noted within the graves of UST Nos. 1 and 2, the investigation centered on this area, and the investigation scope was increased laterally based on field observations. Soil borings were advanced using a Geoprobe 6600, and soils

were sampled with 5-ft long, dedicated acetate sleeves. Soils were examined for evidence of contamination, logged using the Unified Soil Classification System, and screened using a flame ionization detector where appropriate.

A total of 16 soil borings were advanced to delineate the petroleum contamination at the site. The lateral placement of soil borings was determined based upon observations and field screening results. One boring was advanced in each of the UST graves: SB-EA-6 was advanced within the grave of the former UST Nos. 3 and 4, located adjacent to the former boiler room on the eastern portion of the site, and SB-EA-7 was advanced within the grave of the former UST Nos. 1 and 2, located to the north of the former building along the eastern fence line. Significant petroleum contamination was noted at SB-EA-7, and the subsequent soil borings were advanced radially from this location to determine the extent of the petroleum impact.

Results identified significant soil contamination centered on the graves of UST Nos. 1 and 2, as approximately 14 feet of heavily impacted soil was noted at SB-EA-7. This thickness decreased with increasing distance from the tank grave. The grave from UST Nos. 3 and 4 was not found to be impacted with petroleum. An area of approximately 4,500 square feet was found to be significantly impacted with petroleum during this investigation. The greatest extent of petroleum occurs to the east/southeast of the UST Nos. 1 and 2 graves, which is inconsistent with the direction of groundwater flow and may be associated with a documented basement spill of No. 6 fuel oil that occurred during facility operations. In addition, given the heterogeneity of the subsurface stratigraphy at the site, it is possible that the petroleum migrated preferentially along certain soil layers.

As part of this investigation, temporary monitoring wells were used at three locations downgradient of this petroleum area of concern, and three previously installed permanent monitoring wells were also sampled. Locations were chosen to determine whether petroleum and related compounds have migrated offsite. The temporary monitoring wells consisted of 1-in. diameter steel rods with 5 feet of steel slotted screen at the bottom interval driven by a Geoprobe 6600. Groundwater samples were collected from each of three depths within the temporary monitoring wells: 35-40 feet, 45-50 feet, and 55-60 feet bgs. The points were purged using a Watera tube, and samples were collected for laboratory analysis of VOCs by EPA Method 8260B. The purge water was observed for signs of contamination, including sheens, odors, or other evidence of LNAPL. Groundwater samples from the previously installed permanent monitoring wells were collected using dedicated polyethylene bailers, and submitted for laboratory analysis of VOCs by EPA Method 8260B. Prior to sample collection, these wells were gauged using an oil/water interface probe to determine whether measurable LNAPL was present, and the purge water was observed for evidence of contamination during purging and sample collection. The monitoring wells sampled during this investigation (MW-3, MW-9, and MW-11) were installed by Fuss & O'Neill during the 1998-1999 investigation. Attempts were made to locate the remaining eight monitoring wells previously installed, but they are presumed to have been destroyed during building demolition activities.

No evidence of LNAPL was noted during the gauging of each of the permanent monitoring wells. No odors or sheens were noted on the purge water from the temporary or permanent monitoring wells. Results of the VOC analysis did not indicate the presence of any VOCs above the RIDEM GB Groundwater Objectives. The only petroleum-related compound detected among these locations was methyl tert-butyl ether (MTBE), a gasoline additive, at one of the depth intervals in one temporary monitoring well location (45-50 feet bgs at GW-5), and in the shallow well installed by Fuss & O'Neill on the John Hope Settlement House property (MW-11). The MTBE concentrations are laboratory estimates, as they were detected above the laboratory Method Reporting Limit but were below the RIDEM GB Groundwater Objectives. MTBE cannot be attributed to the leaking UST Nos. 1 and 2.

EA also installed three new permanent groundwater monitoring wells in the downgradient direction of the petroleum area of concern in February 2006, including two along the western fence line and one across Burgess Street at the adjacent property to the west. Although these deep (80 feet bgs) wells were installed primarily to provide information on the extent of chlorinated solvents, they were also gauged with an oil/water interface probe and no evidence of LNAPL was noted in any of these wells. Groundwater samples analyzed for VOCs did not indicate detectable concentrations of petroleum-related compounds.

To update the information on groundwater elevation and flow direction from the 1998-1999 investigation, the four permanent monitoring wells remaining from the Fuss & O'Neill investigation and the three new permanent monitoring wells installed by EA were surveyed and gauged in February 2006. Figure 4 from this investigation has been included in Appendix B which shows the location of each monitoring well and the groundwater flow direction. The well gauging results are summarized in the table below. Based on these measurements, the groundwater flow direction was determined to flow toward the west/northwest.

Well Gauging Results – 7 February 2006				
Well ID	Depth to Bottom (ft. below top of casing)	Depth to Water Table (ft. below top of casing)	Elevation of Top of Casing (ft.)	Relative Elevation of Groundwater Table (ft.)
MW-8 <sup>(a)</sup>	43.24	27.61	100.72	73.11
MW-3 <sup>(a)</sup>	34.72	31.74	103.40	71.66
MW-9 <sup>(a)</sup>	42.46	29.27	101.35	72.08
MW-11 <sup>(a)</sup>	38.95	32.54	103.61	71.07
MW-EA-1	80.30	34.67	105.98 <sup>(b)</sup>	71.31
MW-EA-2	75.00	32.85	104.54 <sup>(b)</sup>	71.69
MW-EA-3	76.30	31.11	102.32	71.21

(a) Fuss & O'Neill.  
 (b) Monitoring wells finished above grade (approximately 2.5 ft.).

## 2. FIELD INVESTIGATION

On September 4-9, 2013, Cherenzia supervised the excavation of eleven deep test pits at the property. The first test pit (TP-1) was excavated in the location of former UST Nos. 3 and 4, and the remaining ten test pits focused on the location of former UST Nos. 1 and 2. At most test pit locations, demolition debris and foundation walls were encountered from the former Louttit Laundry facility that was previously demolished at the site. The former UST Nos. 1 and 2 tank grave was located and exhibited heavily impacted soils at a depth beginning at 15 – 18 feet bgs. A sample was collected of the impacted soils and submitted to ESS Laboratories in Cranston, Rhode Island for the purpose of determining a cost effective disposal/recycling option for the excavated materials. The chain of custody and analytical results for this sample are included in Appendix C.

Test pits excavated laterally outward from the tank grave exhibited either clean moist sandy gravel or heavy oil at the groundwater elevation of approximately 28 feet bgs. Figure 2 in Appendix A depicts test pit locations and provides a complete summary of what materials were encountered at each test pit location.

### 3. PROPOSED REMEDIATION

A petroleum release from the former UST Nos. 1 and 2 at the former Louttit Laundry property in Providence, Rhode Island has impacted the soil in the vicinity of the tank grave. The long-term remedy proposed for the property involves the following elements:

- Excavation of the impacted soils (approximately 300 tons) from the former UST Nos. 1 and 2 tank grave identified at the property during recent test pitting activities and depicted on Figure 2 in Appendix A;
- Installation of a product recovery system and one 4-inch monitoring well to a depth of approximately 35 feet below ground surface downgradient of the former USTs 1 and tank grave following excavation of the accessible impacted soils; and
- Initiate product recovery activities from the recovery system and remove product from the system periodically until additional product recovery becomes technically infeasible.

This long-term remedy will prevent future exposure to the impacted soils and recover as much product as technically feasible from the subsurface over time. The short-term remedy for impacted soils, which involves the minimization of remedial worker contact, will be addressed in a Health and Safety Plan. All intrusive remedial activities covered under this Corrective Action Plan will be conducted in accordance with the Health and Safety Plan.

#### 3.1. EXCAVATION

Impacted soils exist at depths ranging from 15 feet below ground surface in the former tank grave to approximately 30 feet below ground surface around the former tank grave which is the approximate depth of the water table. Excavation at this depth will require soil stabilization for the sidewalls, particularly in this urban setting with surrounding structures and City sidewalks and streets. The proposed impacted soil removal area is depicted on Figure 2 in Appendix A.

Excavation activities will begin by removing unimpacted soils to a depth of approximately 12 – 15 feet below ground surface. Soils will be continuously screened using a flame ionization detector during excavation activities. Soils found to be impacted with petroleum based on visual observation and soil screening activities will then be excavated and stockpiled on polyethylene sheeting separate from the excavation area. At the end of each workday, these soils will be covered to prevent wind or water spreading the soil beyond the stockpile area. Excavation activities will continue until all soils that exhibit signs of significant petroleum impact have been removed from the former tank grave. Following excavation of the impacted soil and construction of the product recovery system, the excavation will be backfilled with unimpacted fill from the upper layers of soil and imported fill, as necessary to restore to the grade existing before excavation.

#### 3.2. RECOVERY SYSTEM INSTALLATION

Following removal of the petroleum impacted soils from the former tank grave; Cherenzia will oversee the construction of a product recovery system in the downgradient direction from the tank grave. The recovery system will be constructed of two precast access manholes connected by a 48 inch perforated pipe straddling the water table and surrounded by a minimum of 12 inches of 1.5 inch washed stone. Access manholes will be installed at the ground surface to enable entrance into the system and the

implementation of oil recovery activities. Figure 3 in Appendix A provides a schematic of the proposed product recovery system.

### 3.3. SYSTEM MONITORING/PRODUCT RECOVERY

A four-inch diameter groundwater monitoring well shall be installed between the impacted tank grave and the new recovery system and gauged annually to detect product movement and provide a warning that product is moving towards the recovery system. Product recovery activities may include booms, pads, belt/pump skimmer, etc., depending on the amount of oil encountered in the recovery system. These activities shall commence immediately after detecting product in the monitoring well and continue on a quarterly schedule until such time as it becomes technically infeasible to recover any more product from the recovery system at the site.

#### 4. PROPOSED SCHEDULE

The activities outlined in this Corrective Action Plan are expected to begin in December 2013, and continue in accordance with the following estimated timeframe:

Activity	Approximate Duration
Excavation of Impacted Soils	1 week
Construction of Recovery Wells	1 week
Site Restoration	1 week
Total Remediation	3 weeks

As the corrective action at the site is expected to be completed in less than one month, it is not expected that any status reports will be submitted during site activities. However, a Corrective Action Report will be submitted within 45 days detailing all actions conducted at the site, including all screening and analytical results as appropriate.

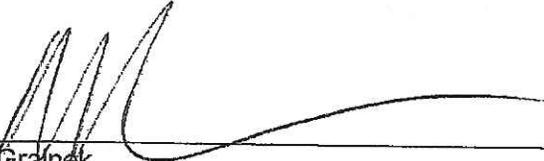
5. CERTIFICATIONS

The undersigned certify that this Corrective Action Plan is a complete and accurate representation of the contaminated site and contains all known facts to the best of their knowledge.



\_\_\_\_\_  
Timothy C. Regan, P.E.  
Cherenzia & Associates, Ltd.

12/11/13  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Donald D. Graneek  
Executive Director  
Providence Redevelopment Agency

12/10/13  
\_\_\_\_\_  
Date

# REVISED CORRECTIVE ACTION PLAN

**Former Louttit Laundry Property  
93 Cranston Street  
Providence, Rhode Island**

*Prepared for*

Bourne Avenue Capital Partners LLC  
293 Bourne Avenue  
Rumford, RI 02916

*Prepared by*

Cherenzia & Associates, Ltd  
P.O. Box 513  
Westerly, RI 02891



Civil Engineers • Land Surveyors  
Land Use Planners • Environmental Engineers

Raymond F. Cherenzia, P.E., L.S., Founder

Revised December 2015

Project No. 215057

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## 1. INTRODUCTION AND BACKGROUND

Cherenzia & Associates, Ltd. (Cherenzia) has prepared this Corrective Action Plan in accordance with Section 6.0 of the Rhode Island Department of Environmental Management (RIDEM) Leaking Underground Storage Tank (UST) Program Guidance Document (October 2000) for the former Louttit Laundry property at 93 Cranston Street, Providence, Rhode Island. This Corrective Action Plan has been prepared on behalf of Bourne Avenue Capital Partners LLC. Petroleum contamination was first noted at this location in 1999 during a Remedial Evaluation Report (December 1999) conducted by Fuss & O'Neill on behalf of RIDEM. Through this assessment and a subsequent UST Closure Assessment prepared by EA Engineering, Science & Technology, Inc. (EA), dated October 2004, four unregistered USTs were discovered at the site. Two USTs, designated as UST Nos. 1 and 2, were 20,000-gal steel USTs containing No. 6 fuel oil. UST Nos. 3 and 4 were 12,000-gal and 8,000-gal steel USTs, respectively, also containing No. 6 fuel oil. EA supervised the removal of these USTs in September 2004. During the UST closure, it was discovered that a release of petroleum had occurred from UST Nos. 1 and 2.

### 1.1. SITE DESCRIPTION

The site is located to the northeast of the intersection of Cranston and Burgess Streets in the City of Providence, Providence County, Rhode Island (see Figure 1 in Appendix A). The site is identified on the City of Providence Tax Assessor's Map as Plat 29, Lots 193, 194, 504, and 505, an area of approximately 1.3 acres. The site is owned by the City of Providence, operated as a dry cleaner from approximately 1903 through 1990 and has been vacant since 1990.

Adjacent properties include: parking for Citizens Bank to the north and east, with the bank building located further to the east and northeast; Hudson Furs, a storage and dry cleaning company to the west across Burgess Street; the John Hope Settlement House, to the northwest across Burgess Street; and the athletic fields for the Central/Classical high schools across Cranston Street to the south. The nearest residential land use is to the west, which is City-owned public housing (Wiggin Manor) adjacent to the Hudson Furs building along Cranston Street. The site is not currently serviced by any utilities and is partially secured with a chain-link fence and locking gate on Cranston Street.

Groundwater resources are not used by the site or adjacent properties for domestic, fire suppression, or production purposes. Groundwater is characterized as GB by RIDEM, indicating that it is not suitable for consumption without treatment. No public water supply wells are registered within 1 mi of the site. Surface water flows via infiltration to the groundwater table. Based upon previous environmental investigations, groundwater is located approximately 28-33 feet below ground surface (bgs). The site is topographically flat, and groundwater is expected to flow to the northwest, toward the Woonasquatucket River. The nearest surface water body, the Woonasquatucket River, is located approximately 4,500 feet to the northwest of the site. Soils are characterized as urban land and outwash deposits. Bedrock at the site is at a depth greater than 80 feet bgs and is characterized as Rhode Island Formation, a meta-sedimentary sequence.

Due to the depth of the water table and the lack of underground utilities and storm drains/catch basins at the site, no receptors of potential contamination were noted during any previous environmental investigations. There is little to no risk of adverse impact to surface water, public or private wells, visitors to the site or adjacent sites, or environmentally sensitive areas.

## **1.2. PREVIOUS ENVIRONMENTAL INVESTIGATIONS**

### **1.2.1. Remedial Evaluation Report (Fuss & O'Neill, December 1999)**

On behalf of RIDEM, Fuss & O'Neill conducted an environmental investigation at the former Louttit Laundry in 1998-1999 based upon areas of concern noted in the environmental site assessment conducted by GZA GeoEnvironmental, Inc., dated June 1993. Soil, soil gas, and groundwater were observed and sampled during this investigation. Although this investigation revealed two contaminants of concern, petroleum and chlorinated solvents, this Corrective Action Plan will only summarize the petroleum-related data.

Test pits were advanced in the vicinity of UST Nos. 1 and 2 and UST Nos. 3 and 4, although UST No. 4 was not discovered during this investigation and was found during the subsequent UST closure performed by EA. UST Nos. 1 and 2 were found to be in poor condition during test pitting activities. Elevated levels of total petroleum hydrocarbons (TPH) were noted in the test pits advanced in the vicinity of the USTs. In addition, elevated levels of TPH and associated volatile organic compounds (VOCs) (i.e., benzene, ethylbenzene, and xylene) within the subsurface soils were observed at two soil boring locations adjacent to UST Nos. 1 and 2. Groundwater in this area was found to contain light, non-aqueous phase liquid (LNAPL) at the monitoring wells in the immediate vicinity of UST Nos. 1 and 2. This investigation concluded that this No. 6 fuel oil LNAPL plume covered an area of 1,256 square feet, centered on the area containing UST Nos. 1 and 2.

### **1.2.2. Closure Assessment Report (EA, October 2004)**

EA supervised the removal of the four onsite USTs in September 2004. All closure activities were conducted in accordance with the RIDEM Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials (October 2002). Each UST was found to contain various volumes of No. 6 fuel oil, water, and soil/sludge. Soils from the sidewalls of each tank grave were screened with a flame ionization detector and submitted for laboratory analysis of TPH by the U.S. Environmental Protection Agency (EPA) Method 8100. As UST Nos. 1 and 2 and UST Nos. 3 and 4 were located adjacent to each other in two separate areas, the tank graves were addressed separately as pairs, not individual tanks, when it came to screening and sampling. At the UST Nos. 1 and 2 graves, elevated screening results were noted beneath each UST and along the north sidewall. Two samples were found to contain TPH concentrations above the RIDEM GB Leachability Criteria: the eastern bottom sample below UST No. 1 and the western bottom sample below UST No. 2. Therefore, it was determined that a release of petroleum had occurred from both UST Nos. 1 and 2. At the UST Nos. 3 and 4 graves, no elevated screening results or TPH exceedances of the RIDEM GB Leachability Criteria were identified.

Due to the depth of the groundwater interface/smear zone at this site (i.e., approximately 30 feet bgs), the proximity of the UST Nos. 1 and 2 grave to the adjacent property, and the potential presence of chlorinated solvents in soils, the impacted soil was not removed at the time of UST closure.

### **1.2.3. Site Investigation Report (EA, 2006)**

To determine the lateral and vertical extent of the petroleum contamination noted during the previous investigations, EA conducted several phases of a subsurface investigation at the site during Fall 2005 and Winter 2006. As petroleum contamination had been previously noted within the graves of UST Nos. 1 and 2, the investigation centered on this area, and the investigation scope was increased laterally based on field observations. Soil borings were advanced using a Geoprobe 6600, and soils

were sampled with 5-ft long, dedicated acetate sleeves. Soils were examined for evidence of contamination, logged using the Unified Soil Classification System, and screened using a flame ionization detector where appropriate.

A total of 16 soil borings were advanced to delineate the petroleum contamination at the site. The lateral placement of soil borings was determined based upon observations and field screening results. One boring was advanced in each of the UST graves: SB-EA-6 was advanced within the grave of the former UST Nos. 3 and 4, located adjacent to the former boiler room on the eastern portion of the site, and SB-EA-7 was advanced within the grave of the former UST Nos. 1 and 2, located to the north of the former building along the eastern fence line. Significant petroleum contamination was noted at SB-EA-7, and the subsequent soil borings were advanced radially from this location to determine the extent of the petroleum impact.

Results identified significant soil contamination centered on the graves of UST Nos. 1 and 2, as approximately 14 feet of heavily impacted soil was noted at SB-EA-7. This thickness decreased with increasing distance from the tank grave. The grave from UST Nos. 3 and 4 was not found to be impacted with petroleum. An area of approximately 4,500 square feet was found to be significantly impacted with petroleum during this investigation. The greatest extent of petroleum occurs to the east/southeast of the UST Nos. 1 and 2 graves, which is inconsistent with the direction of groundwater flow and may be associated with a documented basement spill of No. 6 fuel oil that occurred during facility operations. In addition, given the heterogeneity of the subsurface stratigraphy at the site, it is possible that the petroleum migrated preferentially along certain soil layers.

As part of this investigation, temporary monitoring wells were used at three locations downgradient of this petroleum area of concern, and three previously installed permanent monitoring wells were also sampled. Locations were chosen to determine whether petroleum and related compounds have migrated offsite. The temporary monitoring wells consisted of 1-in. diameter steel rods with 5 feet of steel slotted screen at the bottom interval driven by a Geoprobe 6600. Groundwater samples were collected from each of three depths within the temporary monitoring wells: 35-40 feet, 45-50 feet, and 55-60 feet bgs. The points were purged using a Watera tube, and samples were collected for laboratory analysis of VOCs by EPA Method 8260B. The purge water was observed for signs of contamination, including sheens, odors, or other evidence of LNAPL. Groundwater samples from the previously installed permanent monitoring wells were collected using dedicated polyethylene bailers, and submitted for laboratory analysis of VOCs by EPA Method 8260B. Prior to sample collection, these wells were gauged using an oil/water interface probe to determine whether measurable LNAPL was present, and the purge water was observed for evidence of contamination during purging and sample collection. The monitoring wells sampled during this investigation (MW-3, MW-9, and MW-11) were installed by Fuss & O'Neill during the 1998-1999 investigation. Attempts were made to locate the remaining eight monitoring wells previously installed, but they are presumed to have been destroyed during building demolition activities.

No evidence of LNAPL was noted during the gauging of each of the permanent monitoring wells. No odors or sheens were noted on the purge water from the temporary or permanent monitoring wells. Results of the VOC analysis did not indicate the presence of any VOCs above the RIDEM GB Groundwater Objectives. The only petroleum-related compound detected among these locations was methyl tert-butyl ether (MTBE), a gasoline additive, at one of the depth intervals in one temporary monitoring well location (45-50 feet bgs at GW-5), and in the shallow well installed by Fuss & O'Neill on the John Hope Settlement House property (MW-11). The MTBE concentrations are laboratory estimates, as they were detected above the laboratory Method Reporting Limit but were below the RIDEM GB Groundwater Objectives. MTBE cannot be attributed to the leaking UST Nos. 1 and 2.

EA also installed three new permanent groundwater monitoring wells in the downgradient direction of the petroleum area of concern in February 2006, including two along the western fence line and one across Burgess Street at the adjacent property to the west. Although these deep (80 feet bgs) wells were installed primarily to provide information on the extent of chlorinated solvents, they were also gauged with an oil/water interface probe and no evidence of LNAPL was noted in any of these wells. Groundwater samples analyzed for VOCs did not indicate detectable concentrations of petroleum-related compounds.

To update the information on groundwater elevation and flow direction from the 1998-1999 investigation, the four permanent monitoring wells remaining from the Fuss & O'Neill investigation and the three new permanent monitoring wells installed by EA were surveyed and gauged in February 2006. Figure 4 from this investigation has been included in Appendix B which shows the location of each monitoring well and the groundwater flow direction. The well gauging results are summarized in the table below. Based on these measurements, the groundwater flow direction was determined to flow toward the west/northwest.

Well Gauging Results – 7 February 2006				
Well ID	Depth to Bottom (ft. below top of casing)	Depth to Water Table (ft. below top of casing)	Elevation of Top of Casing (ft.)	Relative Elevation of Groundwater Table (ft.)
MW-8 <sup>(a)</sup>	43.24	27.61	100.72	73.11
MW-3 <sup>(a)</sup>	34.72	31.74	103.40	71.66
MW-9 <sup>(a)</sup>	42.46	29.27	101.35	72.08
MW-11 <sup>(a)</sup>	38.95	32.54	103.61	71.07
MW-EA-1	80.30	34.67	105.98 <sup>(b)</sup>	71.31
MW-EA-2	75.00	32.85	104.54 <sup>(b)</sup>	71.69
MW-EA-3	76.30	31.11	102.32	71.21
(a) Fuss & O'Neill.				
(b) Monitoring wells finished above grade (approximately 2.5 ft.).				

## 2. FIELD INVESTIGATION

On September 4-9, 2013, Cherenzia supervised the excavation of eleven deep test pits at the property. The first test pit (TP-1) was excavated in the location of former UST Nos. 3 and 4, and the remaining ten test pits focused on the location of former UST Nos. 1 and 2. At most test pit locations, demolition debris and foundation walls were encountered from the former Louttit Laundry facility that was previously demolished at the site. The former UST Nos. 1 and 2 tank grave was located and exhibited heavily impacted soils at a depth beginning at 15 – 18 feet bgs. A sample was collected of the impacted soils and submitted to ESS Laboratories in Cranston, Rhode Island for the purpose of determining a cost effective disposal/recycling option for the excavated materials. The chain of custody and analytical results for this sample are included in Appendix C.

Test pits excavated laterally outward from the tank grave exhibited either clean moist sandy gravel or heavy oil at the groundwater elevation of approximately 28 feet bgs. Figure 2 in Appendix A depicts test pit locations and provides a complete summary of what materials were encountered at each test pit location.

### 3. PROPOSED REMEDIATION

A petroleum release from the former UST Nos. 1 and 2 at the former Louttit Laundry property in Providence, Rhode Island has impacted the soil in the vicinity of the tank grave. The long-term remedy proposed for the property involves the following elements:

- Excavation of the accessible impacted soils (approximately 300 tons) from the former UST Nos. 1 and 2 tank grave identified at the property during recent test pitting activities and depicted on Figure 2 in Appendix A;
- Installation of four groundwater monitoring wells to a depth of approximately 35 feet below ground surface downgradient of the former UST Nos. 1 and 2 tank grave following excavation of the accessible impacted soils; and
- Initiate groundwater monitoring to determine if contaminants are migrating from the property.

This long-term remedy will monitor for any spread of the contamination to determine if additional actions are required.

#### 3.1. EXCAVATION

Impacted soils exist at depths ranging from 15 feet below ground surface in the former tank grave to approximately 30 feet below ground surface around the former tank grave which is the approximate depth of the water table. Excavation at this depth will require soil stabilization for the sidewalls, particularly in this urban setting with surrounding structures and City sidewalks and streets. The proposed impacted soil removal area is depicted on Figure 2 in Appendix A.

Excavation activities will begin by removing unimpacted soils to a depth of approximately 12 – 15 feet below ground surface. Soils will be continuously screened using a flame ionization detector during excavation activities. Soils found to be impacted with petroleum based on visual observation and soil screening activities will then be excavated and stockpiled on polyethylene sheeting separate from the excavation area. At the end of each workday, these soils will be covered to prevent wind or water spreading the soil beyond the stockpile area. Excavation activities will continue until all accessible soils that exhibit signs of significant petroleum impact have been removed from the former tank grave. The excavation will be backfilled with unimpacted fill from the upper layers of soil and imported fill, as necessary to restore to the grade existing before excavation.

#### 3.2. GROUNDWATER MONITORING

Four groundwater monitoring wells shall be installed to a depth of approximately 35 feet below ground surface adjacent to and downgradient of the former UST Nos. 1 and 2 tank grave following excavation of the accessible impacted soils. Refer to Figure 3 for the proposed well locations. The monitoring wells shall be gauged for separate phase product on a quarterly frequency for the first two years and annually thereafter. A monitoring report shall be submitted to RIDEM with the results of each monitoring event within 30 days of each event.

#### 4. PROPOSED SCHEDULE

The activities outlined in this Corrective Action Plan are expected to begin in 2016, and continue in accordance with the following estimated timeframe:

<b>Activity</b>	<b>Approximate Duration</b>
Excavation of Impacted Soils	2 weeks
Installation of Monitoring Wells	1 week
Site Restoration	2 weeks
Total Remediation	5 weeks

As the corrective action at the site is expected to be completed in five weeks, it is not expected that any status reports will be submitted during site activities. However, a Corrective Action Report will be submitted within 45 days detailing all actions conducted at the site, including photographs, soil screening results and soil disposal slips.

**5. CERTIFICATIONS**

The undersigned certify that this Corrective Action Plan is a complete and accurate representation of the contaminated site and contains all known facts to the best of their knowledge.



Timothy C. Regan, P.E.  
Cherenzia & Associates, Ltd.

12/21/15

Date



Ethan Sluter  
Bourne Avenue Capital Partners LLC

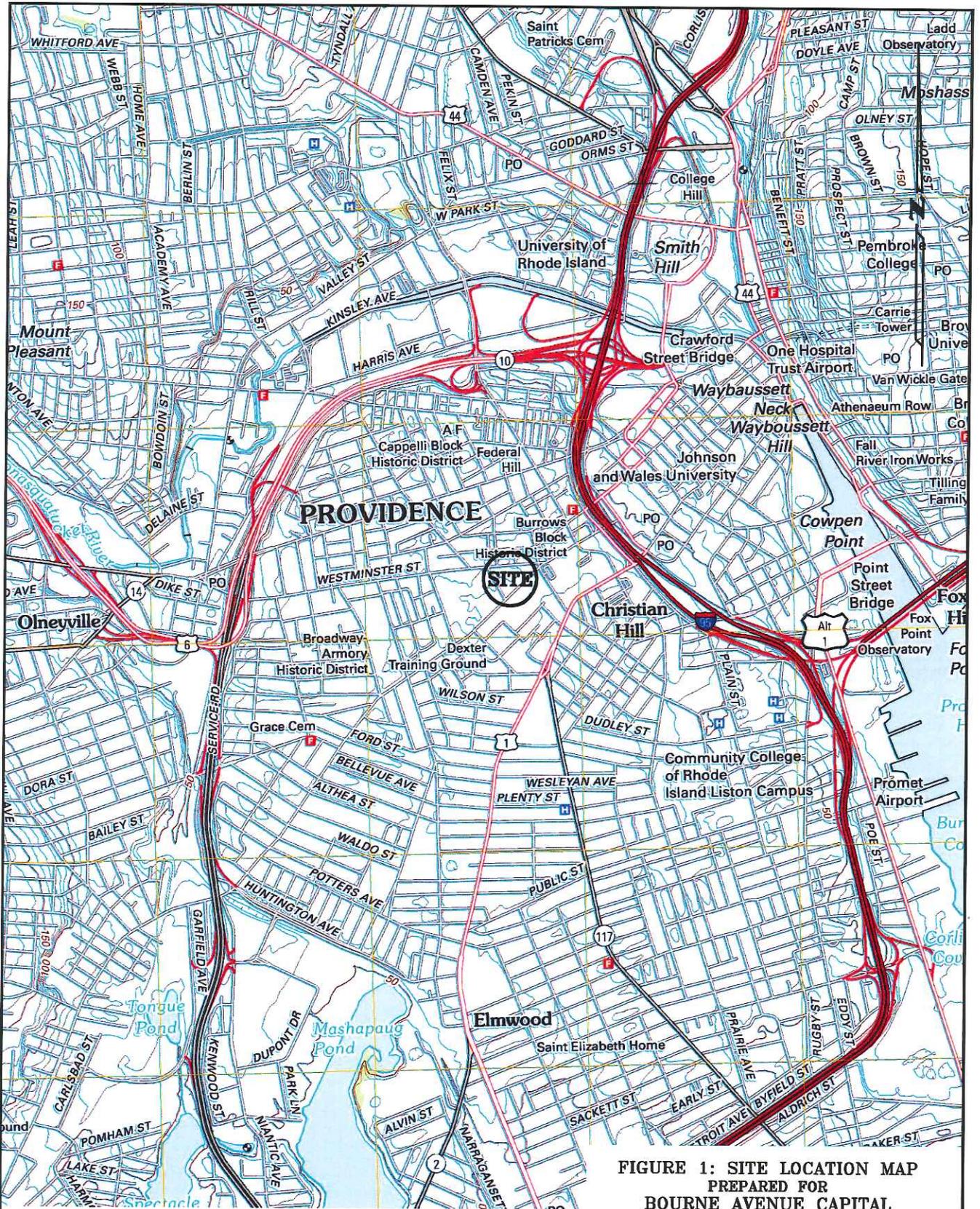
12/18/15

Date

**APPENDIX A:**

**FIGURES**

**Figure 1:**  
**Site Location Map**



**FIGURE 1: SITE LOCATION MAP  
 PREPARED FOR  
 BOURNE AVENUE CAPITAL  
 PARTNERS LLC  
 93 CRANSTON STREET  
 PROVIDENCE, RHODE ISLAND**

**SCALE: 1"=2,000'**      **DRAWN BY: AKG**  
**NOVEMBER 20, 2015**      **CHECK BY: TCR**

1,000      0      1,000      2,000      3,000 Feet

**SHEET: FIGURE 1**

**JOB #: 215057**



**CHERENZIA  
 & ASSOCIATES, LTD.**

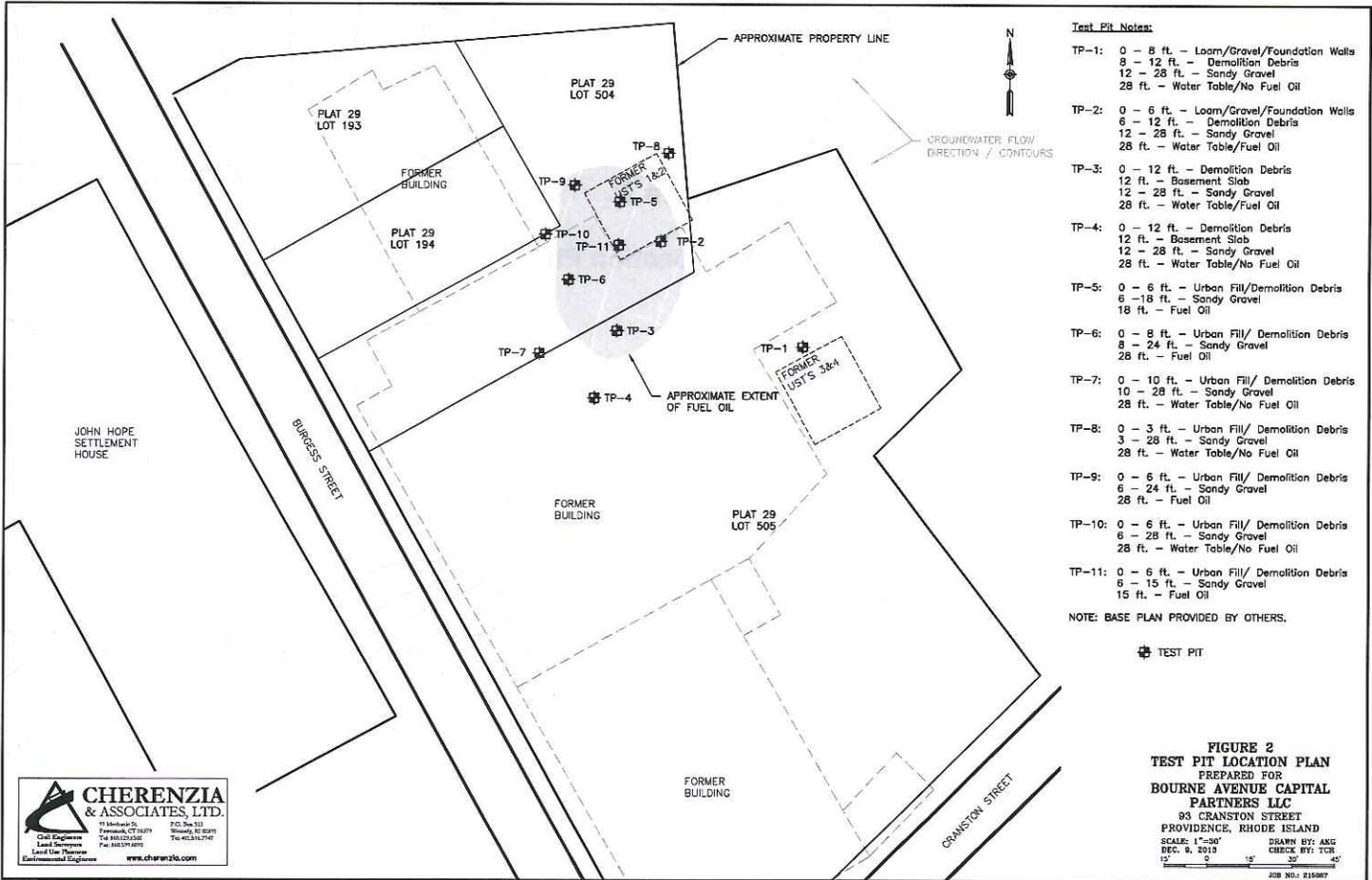
Civil Engineers  
 Land Surveyors  
 Land Use Planners  
 Environmental Engineers

99 Mechanic St.  
 Pawtucket, RI 02879  
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 Westerly, RI 02891  
 Tel: 401.596.7747

[www.cherenzia.com](http://www.cherenzia.com)

**Figure 2:**  
**Test Pit Location Plan**



- Test Pit Notes:**
- TP-1: 0 - 8 ft. - Loom/Gravel/Foundation Walls  
8 - 12 ft. - Demolition Debris  
12 - 28 ft. - Sandy Gravel  
28 ft. - Water Table/No Fuel Oil
  - TP-2: 0 - 6 ft. - Loom/Gravel/Foundation Walls  
6 - 12 ft. - Demolition Debris  
12 - 28 ft. - Sandy Gravel  
28 ft. - Water Table/Fuel Oil
  - TP-3: 0 - 12 ft. - Demolition Debris  
12 ft. - Basement Slab  
12 - 28 ft. - Sandy Gravel  
28 ft. - Water Table/Fuel Oil
  - TP-4: 0 - 12 ft. - Demolition Debris  
12 ft. - Basement Slab  
12 - 28 ft. - Sandy Gravel  
28 ft. - Water Table/No Fuel Oil
  - TP-5: 0 - 6 ft. - Urban Fill/Demolition Debris  
6 - 18 ft. - Sandy Gravel  
18 ft. - Fuel Oil
  - TP-6: 0 - 8 ft. - Urban Fill/Demolition Debris  
8 - 24 ft. - Sandy Gravel  
28 ft. - Fuel Oil
  - TP-7: 0 - 10 ft. - Urban Fill/Demolition Debris  
10 - 28 ft. - Sandy Gravel  
28 ft. - Water Table/No Fuel Oil
  - TP-8: 0 - 3 ft. - Urban Fill/Demolition Debris  
3 - 28 ft. - Sandy Gravel  
28 ft. - Water Table/No Fuel Oil
  - TP-9: 0 - 6 ft. - Urban Fill/Demolition Debris  
6 - 24 ft. - Sandy Gravel  
28 ft. - Fuel Oil
  - TP-10: 0 - 6 ft. - Urban Fill/Demolition Debris  
6 - 28 ft. - Sandy Gravel  
28 ft. - Water Table/No Fuel Oil
  - TP-11: 0 - 6 ft. - Urban Fill/Demolition Debris  
6 - 15 ft. - Sandy Gravel  
15 ft. - Fuel Oil

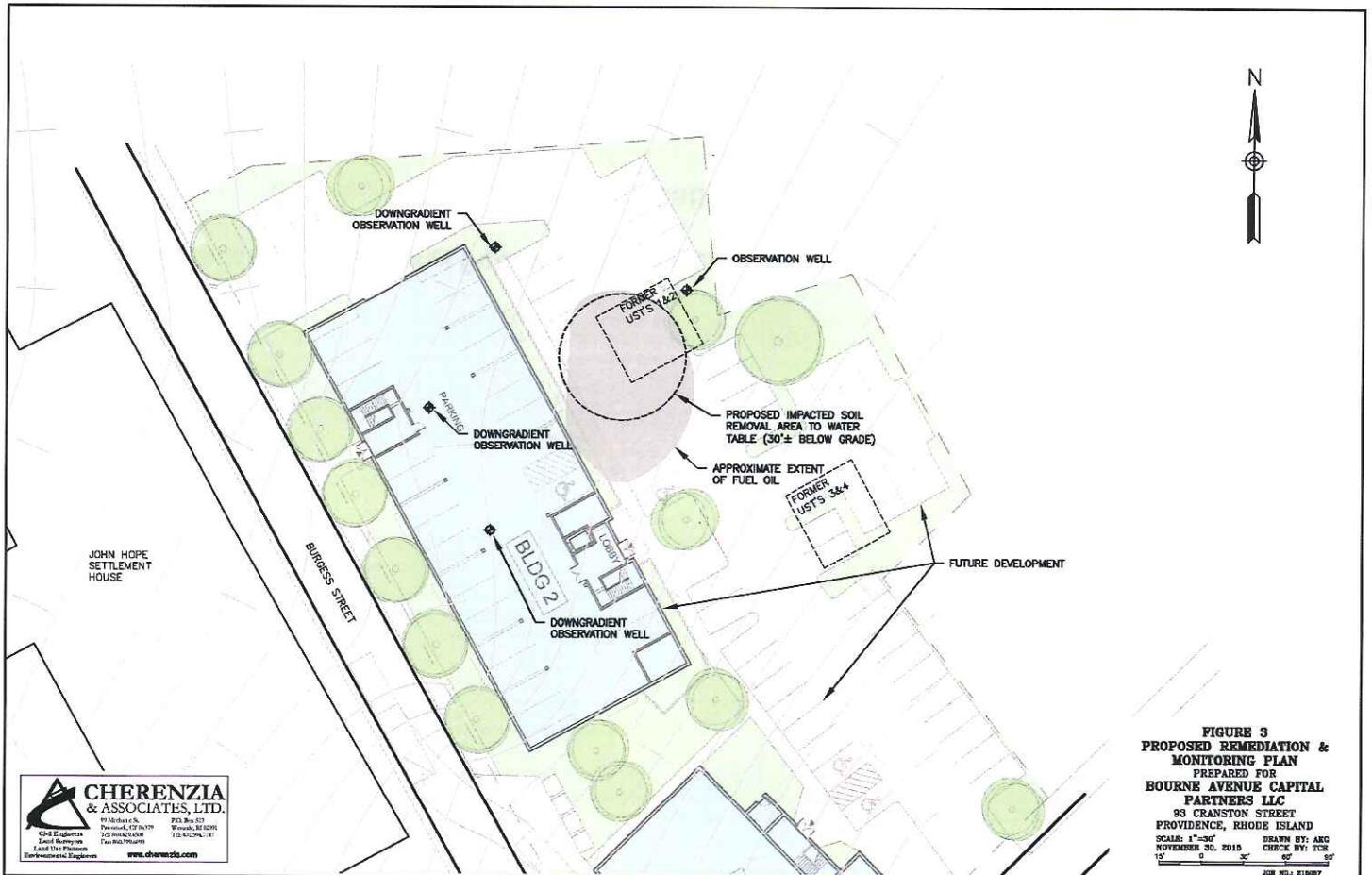
NOTE: BASE PLAN PROVIDED BY OTHERS.

☒ TEST PIT

**FIGURE 2**  
**TEST PIT LOCATION PLAN**  
 PREPARED FOR  
**BOURNE AVENUE CAPITAL PARTNERS LLC**  
 93 CRANSTON STREET  
 PROVIDENCE, RHODE ISLAND  
 SCALE: 1"=30'  
 DEC. 9, 2018  
 DRAWN BY: AKG  
 CHECK BY: TCR  
 15' 0' 15' 30' 45'

**CHERENZIA & ASSOCIATES, LTD.**  
 Civil Engineers  
 Lead Scientists  
 Lead Site Planners  
 Environmental Engineers  
 71 Main Street, Providence, RI 02903  
 1400 Main Street, Pawtucket, RI 02861  
 140 Main Street, Pawtucket, RI 02861  
 Tel: 401.343.7147  
 Fax: 401.343.7147  
 www.cherenzia.com

**Figure 3:**  
**Proposed Remediation & Monitoring Plan**



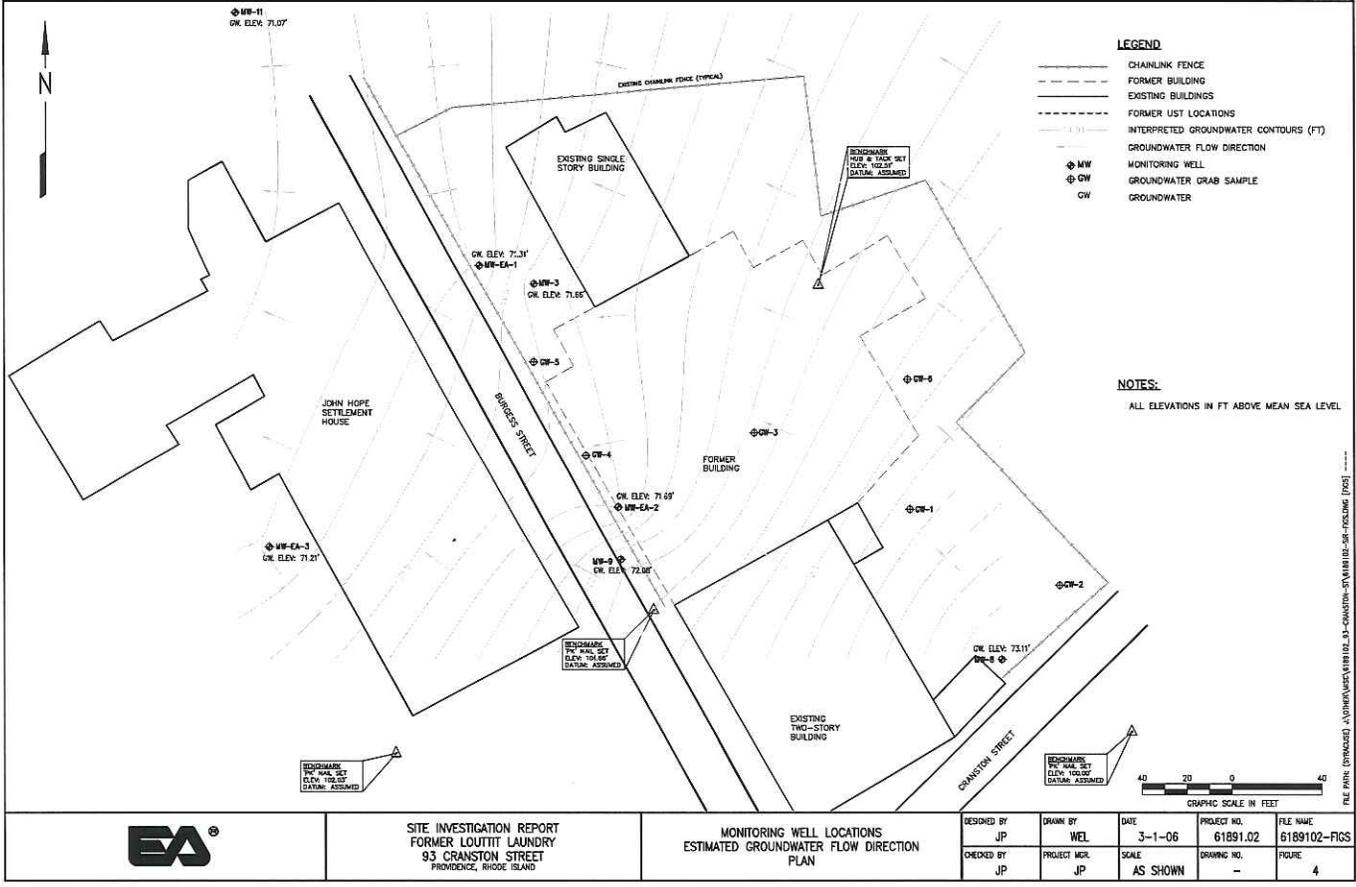
**CHERENZIA & ASSOCIATES, LTD.**  
 87 Middle St. Providence, RI 02903  
 401-842-3300  
 www.cherenzia.com

**FIGURE 3  
 PROPOSED REMEDIATION &  
 MONITORING PLAN**  
 PREPARED FOR  
**BOURNE AVENUE CAPITAL  
 PARTNERS LLC**  
 83 CRANSTON STREET  
 PROVIDENCE, RHODE ISLAND  
 SCALE: 1"=30'  
 NOVEMBER 20, 2013  
 DRAWN BY: AKG  
 CHECK BY: TCR  
 JOB NO.: 21007

**APPENDIX B:**  
**FIGURES BY OTHERS**

**Appendix B.1:**

**Figure 4: MW Locations and Estimated Groundwater Flow Direction Plan  
(Site Investigation Report – EA 2006)**



SITE INVESTIGATION REPORT  
 FORMER LOUITT LAUNDRY  
 93 CRANSTON STREET  
 PROVIDENCE, RHODE ISLAND

MONITORING WELL LOCATIONS  
 ESTIMATED GROUNDWATER FLOW DIRECTION  
 PLAN

DESIGNED BY JP	DRAWN BY WEL	DATE 3-1-06	PROJECT NO. 61891.02	FILE NAME 6189102-FIGS
CHECKED BY JP	PROJECT MGR. JP	SCALE AS SHOWN	DRAWING NO. -	FIGURE 4

THE PRINTED DRAWING IS UNCONTROLLED. ALWAYS USE THE LATEST REVISION. (REV)

**APPENDIX C:**  
**SOIL ANALYTICAL RESULTS FOR DISPOSAL**

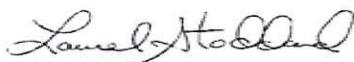


*CERTIFICATE OF ANALYSIS*

Tim Regan  
 Cherenzia & Associates, Ltd  
 99 Mechanic Street  
 Pawcatuck, CT 06379

**RE: Louttit Laundry - 93 Cranston Street (213030)**  
**ESS Laboratory Work Order Number: 1309052**

This signed Certificate of Analysis is our approved release of your analytical results. These results are only representative of sample aliquots received at the laboratory. ESS Laboratory expects its clients to follow all regulatory sampling guidelines. Beginning with this page, the entire report has been paginated. This report should not be copied except in full without the approval of the laboratory. Samples will be disposed of thirty days after the final report has been delivered. If you have any questions or concerns, please feel free to call our Customer Service Department.



Laurel Stoddard  
 Laboratory Director



**Analytical Summary**

The project as described above has been analyzed in accordance with the ESS Quality Assurance Plan. This plan utilizes the following methodologies: US EPA SW-846, US EPA Methods for Chemical Analysis of Water and Wastes per 40 CFR Part 136, APHA Standard Methods for the Examination of Water and Wastewater, American Society for Testing and Materials (ASTM), and other recognized methodologies. The analyses with these noted observations are in conformance to the Quality Assurance Plan. In chromatographic analysis, manual integration is frequently used instead of automated integration because it produces more accurate results.

The test results present in this report are in compliance with NELAC Standards, A2LA and/or client Quality Assurance Project Plans (QAPP). The laboratory has reviewed the following: Sample Preservations, Hold Times, Initial Calibrations, Continuing Calibrations, Method Blanks, Blank Spikes, Blank Spike Duplicates, Duplicates, Matrix Spikes, Matrix Spike Duplicates, Surrogates and Internal Standards. Any results which were found to be outside of the recommended ranges stated in our SOPs will be noted in the Project Narrative.



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**SAMPLE RECEIPT**

The following samples were received on September 04, 2013 for the analyses specified on the enclosed Chain of Custody Record.

<u>Lab Number</u>	<u>SampleName</u>	<u>Matrix</u>	<u>Analysis</u>
1309052-01	Disposal 1	Soil	1010, 6010B, 7.3.3.2, 7.3.4.1, 7471A, 8082A, 8100M, 8260B, 8270C, 9045
1309052-02	Trip Blank	Solid	8260B



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
 Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**PROJECT NARRATIVE**

**5035/8260B Volatile Organic Compounds / Methanol**

CWI0087-CCV1 Continuing Calibration recovery is below lower control limit (C-).  
 1,4-Dioxane - Screen (19% @ 70-130%)

**8270C Semi-Volatile Organic Compounds**

1309052-01 Elevated Method Reporting Limits due to sample matrix (EL).

1309052-01 Surrogate recovery(ies) above upper control limit (S+).

2,4,6-Tribromophenol (132% @ 30-130%)

CWI0060-CCV1 Calibration required quadratic regression (Q).

Benzoic Acid (159% @ 70-130%), Hexachlorocyclopentadiene (84% @ 70-130%), Pentachlorophenol (105% @ 80-120%)

CWI0060-CCV1 Continuing Calibration recovery is above upper control limit (C+).

Benzoic Acid (159% @ 70-130%)

CWI0060-CCV1 Initial Calibration Verification recovery is outside of control limit (ICV).

Benzoic Acid

**Total Metals Solid**

CI30432-BS1 Blank Spike recovery is above upper control limit (B+).

Mercury (138% @ 80-120%)

CI30432-BSD1 Relative percent difference for duplicate is outside of criteria (D+).

Mercury (35%)

**No other observations noted.**

**End of Project Narrative.**

**DATA USABILITY LINKS**

[Definitions of Quality Control Parameters](#)

[Semivolatile Organics Internal Standard Information](#)

[Semivolatile Organics Surrogate Information](#)

[Volatile Organics Internal Standard Information](#)

[Volatile Organics Surrogate Information](#)

[EPH and VPH Alkane Lists](#)



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd

Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**CURRENT SW-846 METHODOLOGY VERSIONS**

**Analytical Methods**

- 1010A - Flashpoint
- 6010C - ICP
- 6020A - ICP MS
- 7010 - Graphite Furnace
- 7196A - Hexavalent Chromium
- 7470A - Aqueous Mercury
- 7471B - Solid Mercury
- 8011 - EDB/DBCP/TCP
- 8015C - GRO/DRO
- 8081B - Pesticides
- 8082A - PCB
- 8100M - TPH
- 8151A - Herbicides
- 8260B - VOA
- 8270D - SVOA
- 8270D SIM - SVOA Low Level
- 9014 - Cyanide
- 9038 - Sulfate
- 9040C - Aqueous pH
- 9045D - Solid pH (Corrosivity)
- 9050A - Specific Conductance
- 9056A - Anions (IC)
- 9060A - TOC
- 9095B - Paint Filter
- MADEP 04-1.1 - EPH / VPH

**Prep Methods**

- 3005A - Aqueous ICP Digestion
- 3020A - Aqueous Graphite Furnace / ICP MS Digestion
- 3050B - Solid ICP / Graphite Furnace / ICP MS Digestion
- 3060A - Solid Hexavalent Chromium Digestion
- 3510C - Separatory Funnel Extraction
- 3520C - Liquid / Liquid Extraction
- 3540C - Manual Soxhlet Extraction
- 3541 - Automated Soxhlet Extraction
- 3580A - Waste Dilution
- 5030B - Aqueous Purge and Trap
- 5035 - Solid Purge and Trap



*CERTIFICATE OF ANALYSIS*

*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
 Client Project ID: Louttit Laundry - 93 Cranston Street  
 Client Sample ID: Disposal 1  
 Date Sampled: 09/03/13 14:00  
 Percent Solids: 95

ESS Laboratory Work Order: 1309052  
 ESS Laboratory Sample ID: 1309052-01  
 Sample Matrix: Soil  
 Units: mg/kg dry

Extraction Method: 3050B

**Total Metals Solid**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyst</u>	<u>Analyzed</u>	<u>I/V</u>	<u>F/Y</u>	<u>Batch</u>
Arsenic	ND (2.2)		6010B		1	SVD	09/05/13 16:22	2.41	100	CI30433
Cadmium	ND (0.44)		6010B		1	SVD	09/05/13 16:22	2.41	100	CI30433
Chromium	1.7 (0.9)		6010B		1	SVD	09/05/13 16:22	2.41	100	CI30433
Lead	ND (4.4)		6010B		1	SVD	09/05/13 16:22	2.41	100	CI30433
Mercury	ND (0.034)		7471A		1	JP	09/05/13 17:52	0.62	40	CI30432



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Disposal 1  
Date Sampled: 09/03/13 14:00  
Percent Solids: 95  
Initial Volume: 41.2  
Final Volume: 15  
Extraction Method: 5035

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-01  
Sample Matrix: Soil  
Units: mg/kg dry  
Analyst: NMS

**5035/8260B Volatile Organic Compounds / Methanol**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
1,1,1,2-Tetrachloroethane	ND (0.0432)	0.0038	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,1,1-Trichloroethane	ND (0.0216)	0.0038	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,1,2,2-Tetrachloroethane	ND (0.0216)	0.0059	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,1,2-Trichloroethane	ND (0.0216)	0.0054	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,1-Dichloroethane	ND (0.0216)	0.0035	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,1-Dichloroethene	ND (0.0216)	0.0053	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,1-Dichloropropene	ND (0.0216)	0.0033	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,2,3-Trichlorobenzene	ND (0.0216)	0.0072	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,2,3-Trichloropropane	ND (0.0216)	0.0054	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,2,4-Trichlorobenzene	ND (0.0216)	0.0048	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>1,2,4-Trimethylbenzene</b>	<b>0.522</b> (0.0216)	0.0042	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,2-Dibromo-3-Chloropropane	ND (0.130)	0.0432	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,2-Dibromoethane	ND (0.0216)	0.0055	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,2-Dichlorobenzene	ND (0.0216)	0.0031	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,2-Dichloroethane	ND (0.0216)	0.0058	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,2-Dichloropropane	ND (0.0216)	0.0057	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,3,5-Trimethylbenzene	ND (0.0216)	0.0038	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,3-Dichlorobenzene	ND (0.0216)	0.0027	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,3-Dichloropropane	ND (0.0216)	0.0048	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,4-Dichlorobenzene	ND (0.0216)	0.0058	8260B		1	09/06/13 19:40	CWI0087	CI30906
1,4-Dioxane - Screen	ND (2.16)	0.722	8260B		1	09/06/13 19:40	CWI0087	CI30906
1-Chlorohexane	ND (0.0216)	0.0041	8260B		1	09/06/13 19:40	CWI0087	CI30906
2,2-Dichloropropane	ND (0.0432)	0.0074	8260B		1	09/06/13 19:40	CWI0087	CI30906
2-Butanone	ND (0.540)	0.125	8260B		1	09/06/13 19:40	CWI0087	CI30906
2-Chlorotoluene	ND (0.0216)	0.0061	8260B		1	09/06/13 19:40	CWI0087	CI30906
2-Hexanone	ND (0.216)	0.0372	8260B		1	09/06/13 19:40	CWI0087	CI30906
4-Chlorotoluene	ND (0.0216)	0.0028	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>4-Isopropyltoluene</b>	<b>0.0804</b> (0.0216)	0.0038	8260B		1	09/06/13 19:40	CWI0087	CI30906
4-Methyl-2-Pentanone	ND (0.216)	0.0260	8260B		1	09/06/13 19:40	CWI0087	CI30906
Acetone	ND (0.540)	0.160	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>Benzene</b>	<b>J 0.0061</b> (0.0216)	0.0035	8260B		1	09/06/13 19:40	CWI0087	CI30906



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Disposal 1  
Date Sampled: 09/03/13 14:00  
Percent Solids: 95  
Initial Volume: 41.2  
Final Volume: 15  
Extraction Method: 5035

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-01  
Sample Matrix: Soil  
Units: mg/kg dry  
Analyst: NMS

**5035/8260B Volatile Organic Compounds / Methanol**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Bromobenzene	ND (0.0216)	0.0059	8260B		1	09/06/13 19:40	CWI0087	CI30906
Bromochloromethane	ND (0.0216)	0.0070	8260B		1	09/06/13 19:40	CWI0087	CI30906
Bromodichloromethane	ND (0.0216)	0.0030	8260B		1	09/06/13 19:40	CWI0087	CI30906
Bromoform	ND (0.0216)	0.0062	8260B		1	09/06/13 19:40	CWI0087	CI30906
Bromomethane	ND (0.0432)	0.0144	8260B		1	09/06/13 19:40	CWI0087	CI30906
Carbon Disulfide	ND (0.0216)	0.0032	8260B		1	09/06/13 19:40	CWI0087	CI30906
Carbon Tetrachloride	ND (0.0216)	0.0038	8260B		1	09/06/13 19:40	CWI0087	CI30906
Chlorobenzene	ND (0.0216)	0.0034	8260B		1	09/06/13 19:40	CWI0087	CI30906
Chloroethane	ND (0.0432)	0.0144	8260B		1	09/06/13 19:40	CWI0087	CI30906
Chloroform	ND (0.0216)	0.0045	8260B		1	09/06/13 19:40	CWI0087	CI30906
Chloromethane	ND (0.0432)	0.0055	8260B		1	09/06/13 19:40	CWI0087	CI30906
cis-1,2-Dichloroethene	ND (0.0216)	0.0054	8260B		1	09/06/13 19:40	CWI0087	CI30906
cis-1,3-Dichloropropene	ND (0.0216)	0.0049	8260B		1	09/06/13 19:40	CWI0087	CI30906
Dibromochloromethane	ND (0.0216)	0.0054	8260B		1	09/06/13 19:40	CWI0087	CI30906
Dibromomethane	ND (0.0216)	0.0068	8260B		1	09/06/13 19:40	CWI0087	CI30906
Dichlorodifluoromethane	ND (0.0216)	0.0038	8260B		1	09/06/13 19:40	CWI0087	CI30906
Diethyl Ether	ND (0.0216)	0.0055	8260B		1	09/06/13 19:40	CWI0087	CI30906
Di-isopropyl ether	ND (0.0216)	0.0041	8260B		1	09/06/13 19:40	CWI0087	CI30906
Ethyl tertiary-butyl ether	ND (0.0216)	0.0054	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>Ethylbenzene</b>	<b>0.0497</b> (0.0216)	0.0028	8260B		1	09/06/13 19:40	CWI0087	CI30906
Hexachlorobutadiene	ND (0.0216)	0.0072	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>Isopropylbenzene</b>	<b>0.0653</b> (0.0216)	0.0038	8260B		1	09/06/13 19:40	CWI0087	CI30906
Methyl tert-Butyl Ether	ND (0.0216)	0.0035	8260B		1	09/06/13 19:40	CWI0087	CI30906
Methylene Chloride	ND (0.108)	0.0057	8260B		1	09/06/13 19:40	CWI0087	CI30906
Naphthalene	ND (0.0216)	0.0057	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>n-Butylbenzene</b>	<b>0.289</b> (0.0216)	0.0053	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>n-Propylbenzene</b>	<b>0.140</b> (0.0216)	0.0053	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>sec-Butylbenzene</b>	<b>0.106</b> (0.0216)	0.0029	8260B		1	09/06/13 19:40	CWI0087	CI30906
Styrene	ND (0.0216)	0.0029	8260B		1	09/06/13 19:40	CWI0087	CI30906
tert-Butylbenzene	ND (0.0216)	0.0051	8260B		1	09/06/13 19:40	CWI0087	CI30906
Tertiary-amyl methyl ether	ND (0.0216)	0.0031	8260B		1	09/06/13 19:40	CWI0087	CI30906



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Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Disposal 1  
Date Sampled: 09/03/13 14:00  
Percent Solids: 95  
Initial Volume: 41.2  
Final Volume: 15  
Extraction Method: 5035

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-01  
Sample Matrix: Soil  
Units: mg/kg dry  
Analyst: NMS

**5035/8260B Volatile Organic Compounds / Methanol**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Tetrachloroethene	ND (0.0216)	0.0072	8260B		1	09/06/13 19:40	CWI0087	CI30906
Tetrahydrofuran	ND (0.216)	0.0558	8260B		1	09/06/13 19:40	CWI0087	CI30906
Toluene	ND (0.0216)	0.0055	8260B		1	09/06/13 19:40	CWI0087	CI30906
trans-1,2-Dichloroethene	ND (0.0216)	0.0071	8260B		1	09/06/13 19:40	CWI0087	CI30906
trans-1,3-Dichloropropene	ND (0.0216)	0.0067	8260B		1	09/06/13 19:40	CWI0087	CI30906
Trichloroethene	ND (0.0216)	0.0045	8260B		1	09/06/13 19:40	CWI0087	CI30906
Trichlorofluoromethane	ND (0.0216)	0.0057	8260B		1	09/06/13 19:40	CWI0087	CI30906
Vinyl Acetate	ND (0.108)	0.0045	8260B		1	09/06/13 19:40	CWI0087	CI30906
Vinyl Chloride	ND (0.0216)	0.0071	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>Xylene O</b>	<b>J 0.0195</b> (0.0216)	0.0042	8260B		1	09/06/13 19:40	CWI0087	CI30906
<b>Xylene P,M</b>	<b>J 0.0086</b> (0.0432)	0.0084	8260B		1	09/06/13 19:40	CWI0087	CI30906
Xylenes (Total)	ND (0.0432)		8260B		1	09/06/13 19:40		[CALC]

	<u>%Recovery</u>	<u>Qualifier</u>	<u>Limits</u>
Surrogate: 1,2-Dichloroethane-d4	112 %		70-130
Surrogate: 4-Bromofluorobenzene	110 %		70-130
Surrogate: Dibromofluoromethane	116 %		70-130
Surrogate: Toluene-d8	110 %		70-130



*CERTIFICATE OF ANALYSIS*

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Client Name: Cherenzia & Associates, Ltd  
 Client Project ID: Louttit Laundry - 93 Cranston Street  
 Client Sample ID: Disposal 1  
 Date Sampled: 09/03/13 14:00  
 Percent Solids: 95  
 Initial Volume: 19.7  
 Final Volume: 10  
 Extraction Method: 3540

ESS Laboratory Work Order: 1309052  
 ESS Laboratory Sample ID: 1309052-01  
 Sample Matrix: Soil  
 Units: mg/kg dry  
 Analyst: TAJ  
 Prepared: 9/5/13 17:00

**8082 Polychlorinated Biphenyls (PCB)**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Aroclor 1016	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020
Aroclor 1221	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020
Aroclor 1232	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020
Aroclor 1242	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020
Aroclor 1248	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020
Aroclor 1254	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020
Aroclor 1260	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020
Aroclor 1262	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020
Aroclor 1268	ND (0.0533)		8082A		1	09/09/13 17:01		CI31020

	<u>%Recovery</u>	<u>Qualifier</u>	<u>Limits</u>
Surrogate: Decachlorobiphenyl	71 %		30-150
Surrogate: Decachlorobiphenyl [2C]	70 %		30-150
Surrogate: Tetrachloro-m-xylene	69 %		30-150
Surrogate: Tetrachloro-m-xylene [2C]	68 %		30-150



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Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Disposal 1  
Date Sampled: 09/03/13 14:00  
Percent Solids: 95  
Initial Volume: 19.7  
Final Volume: 1  
Extraction Method: 3546

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-01  
Sample Matrix: Soil  
Units: mg/kg dry  
Analyst: DPS  
Prepared: 9/5/13 15:13

**8100M Total Petroleum Hydrocarbons**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Total Petroleum Hydrocarbons	5920 (40.0)		8100M		1	09/10/13 9:22	CWI0101	CI30519

	<i>%Recovery</i>	<i>Qualifier</i>	<i>Limits</i>
<i>Surrogate: O-Terphenyl</i>	138 %		40-140



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Disposal 1  
Date Sampled: 09/03/13 14:00  
Percent Solids: 95  
Initial Volume: 14.7  
Final Volume: 1  
Extraction Method: 3546

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-01  
Sample Matrix: Soil  
Units: mg/kg dry  
Analyst: IBM  
Prepared: 9/5/13 15:13

**8270C Semi-Volatile Organic Compounds**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
1,1-Biphenyl	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
1,2,4-Trichlorobenzene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
1,2-Dichlorobenzene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
1,3-Dichlorobenzene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
1,4-Dichlorobenzene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2,3,4,6-Tetrachlorophenol	ND (17.9)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2,4,5-Trichlorophenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2,4,6-Trichlorophenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2,4-Dichlorophenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2,4-Dimethylphenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2,4-Dinitrophenol	ND (17.9)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2,4-Dinitrotoluene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2,6-Dinitrotoluene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2-Chloronaphthalene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2-Chlorophenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2-Methylnaphthalene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2-Methylphenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2-Nitroaniline	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
2-Nitrophenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
3,3'-Dichlorobenzidine	ND (7.15)		8270C		5	09/06/13 19:39	CWI0060	CI30518
3+4-Methylphenol	ND (7.15)		8270C		5	09/06/13 19:39	CWI0060	CI30518
3-Nitroaniline	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
4,6-Dinitro-2-Methylphenol	ND (17.9)		8270C		5	09/06/13 19:39	CWI0060	CI30518
4-Bromophenyl-phenylether	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
4-Chloro-3-Methylphenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
4-Chloroaniline	ND (7.15)		8270C		5	09/06/13 19:39	CWI0060	CI30518
4-Chloro-phenyl-phenyl ether	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
4-Nitroaniline	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
4-Nitrophenol	ND (17.9)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Acenaphthene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Acenaphthylene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518



**CERTIFICATE OF ANALYSIS**

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Disposal 1  
Date Sampled: 09/03/13 14:00  
Percent Solids: 95  
Initial Volume: 14.7  
Final Volume: 1  
Extraction Method: 3546

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-01  
Sample Matrix: Soil  
Units: mg/kg dry  
Analyst: IBM  
Prepared: 9/5/13 15:13

**8270C Semi-Volatile Organic Compounds**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Acetophenone	ND (7.15)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Aniline	ND (7.15)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Anthracene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Azobenzene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Benzo(a)anthracene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Benzo(a)pyrene	ND (1.79)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Benzo(b)fluoranthene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Benzo(g,h,i)perylene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Benzo(k)fluoranthene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Benzoic Acid	ND (17.9)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Benzyl Alcohol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
bis(2-Chloroethoxy)methane	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
bis(2-Chloroethyl)ether	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
bis(2-chloroisopropyl)Ether	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
bis(2-Ethylhexyl)phthalate	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Butylbenzylphthalate	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Carbazole	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Chrysene	ND (1.79)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Dibenzo(a,h)Anthracene	ND (1.79)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Dibenzofuran	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Diethylphthalate	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Dimethylphthalate	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Di-n-butylphthalate	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Di-n-octylphthalate	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Fluoranthene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Fluorene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Hexachlorobenzene	ND (1.79)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Hexachlorobutadiene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Hexachlorocyclopentadiene	ND (17.9)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Hexachloroethane	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Indeno(1,2,3-cd)Pyrene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Disposal 1  
Date Sampled: 09/03/13 14:00  
Percent Solids: 95  
Initial Volume: 14.7  
Final Volume: 1  
Extraction Method: 3546

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-01  
Sample Matrix: Soil  
Units: mg/kg dry  
Analyst: IBM  
Prepared: 9/5/13 15:13

**8270C Semi-Volatile Organic Compounds**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Isophorone	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Naphthalene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Nitrobenzene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
N-Nitrosodimethylamine	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
N-Nitroso-Di-n-Propylamine	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
N-nitrosodiphenylamine	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Pentachlorophenol	ND (17.9)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Phenanthrene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Phenol	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Pyrene	ND (3.57)		8270C		5	09/06/13 19:39	CWI0060	CI30518
Pyridine	ND (17.9)		8270C		5	09/06/13 19:39	CWI0060	CI30518

	<u>%Recovery</u>	<u>Qualifier</u>	<u>Limits</u>
Surrogate: 1,2-Dichlorobenzene-d4	68 %		30-130
Surrogate: 2,4,6-Tribromophenol	132 %	S+	30-130
Surrogate: 2-Chlorophenol-d4	69 %		30-130
Surrogate: 2-Fluorobiphenyl	77 %		30-130
Surrogate: 2-Fluorophenol	62 %		30-130
Surrogate: Nitrobenzene-d5	81 %		30-130
Surrogate: Phenol-d6	73 %		30-130
Surrogate: p-Terphenyl-d14	92 %		30-130



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
 Client Project ID: Louttit Laundry - 93 Cranston Street  
 Client Sample ID: Disposal 1  
 Date Sampled: 09/03/13 14:00  
 Percent Solids: 95

ESS Laboratory Work Order: 1309052  
 ESS Laboratory Sample ID: 1309052-01  
 Sample Matrix: Soil

**Classical Chemistry**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyst</u>	<u>Analyzed</u>	<u>Units</u>	<u>Batch</u>
Corrosivity (pH)	7.57 (N/A)		9045		1	EEM	09/04/13 17:25	S.U.	CI30418
Corrosivity (pH) Sample Temp	Soil pH measured in water at 23.4 °C.								
Flashpoint	> 200 (N/A)		1010		1	EEM	09/06/13 13:30	°F	CI30621
Reactive Cyanide	ND (2.0)		7.3.3.2		1	EEM	09/06/13 12:08	mg/kg	CI30624
Reactive Sulfide	ND (2.0)		7.3.4.1		1	EEM	09/06/13 12:00	mg/kg	CI30624



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Trip Blank  
Date Sampled: 09/04/13 00:00  
Percent Solids: N/A  
Initial Volume: 15  
Final Volume: 15  
Extraction Method: 5035

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-02  
Sample Matrix: Solid  
Units: mg/kg  
Analyst: NMS

**5035/8260B Volatile Organic Compounds / Methanol**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
1,1,1,2-Tetrachloroethane	ND (0.100)	0.0087	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,1,1-Trichloroethane	ND (0.0500)	0.0088	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,1,2,2-Tetrachloroethane	ND (0.0500)	0.0136	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,1,2-Trichloroethane	ND (0.0500)	0.0125	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,1-Dichloroethane	ND (0.0500)	0.0080	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,1-Dichloroethene	ND (0.0500)	0.0123	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,1-Dichloropropene	ND (0.0500)	0.0077	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2,3-Trichlorobenzene	ND (0.0500)	0.0167	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2,3-Trichloropropane	ND (0.0500)	0.0124	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2,4-Trichlorobenzene	ND (0.0500)	0.0110	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2,4-Trimethylbenzene	ND (0.0500)	0.0096	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2-Dibromo-3-Chloropropane	ND (0.300)	0.100	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2-Dibromoethane	ND (0.0500)	0.0127	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2-Dichlorobenzene	ND (0.0500)	0.0071	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2-Dichloroethane	ND (0.0500)	0.0134	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,2-Dichloropropane	ND (0.0500)	0.0131	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,3,5-Trimethylbenzene	ND (0.0500)	0.0088	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,3-Dichlorobenzene	ND (0.0500)	0.0063	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,3-Dichloropropane	ND (0.0500)	0.0112	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,4-Dichlorobenzene	ND (0.0500)	0.0133	8260B		1	09/06/13 19:11	CWI0087	CI30906
1,4-Dioxane - Screen	ND (5.00)	1.67	8260B		1	09/06/13 19:11	CWI0087	CI30906
1-Chlorohexane	ND (0.0500)	0.0095	8260B		1	09/06/13 19:11	CWI0087	CI30906
2,2-Dichloropropane	ND (0.100)	0.0171	8260B		1	09/06/13 19:11	CWI0087	CI30906
2-Butanone	ND (1.25)	0.289	8260B		1	09/06/13 19:11	CWI0087	CI30906
2-Chlorotoluene	ND (0.0500)	0.0141	8260B		1	09/06/13 19:11	CWI0087	CI30906
2-Hexanone	ND (0.500)	0.0861	8260B		1	09/06/13 19:11	CWI0087	CI30906
4-Chlorotoluene	ND (0.0500)	0.0065	8260B		1	09/06/13 19:11	CWI0087	CI30906
4-Isopropyltoluene	ND (0.0500)	0.0089	8260B		1	09/06/13 19:11	CWI0087	CI30906
4-Methyl-2-Pentanone	ND (0.500)	0.0602	8260B		1	09/06/13 19:11	CWI0087	CI30906
Acetone	ND (1.25)	0.370	8260B		1	09/06/13 19:11	CWI0087	CI30906
Benzene	ND (0.0500)	0.0081	8260B		1	09/06/13 19:11	CWI0087	CI30906



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Trip Blank  
Date Sampled: 09/04/13 00:00  
Percent Solids: N/A  
Initial Volume: 15  
Final Volume: 15  
Extraction Method: 5035

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-02  
Sample Matrix: Solid  
Units: mg/kg  
Analyst: NMS

**5035/8260B Volatile Organic Compounds / Methanol**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Bromobenzene	ND (0.0500)	0.0137	8260B		1	09/06/13 19:11	CWI0087	CI30906
Bromochloromethane	ND (0.0500)	0.0162	8260B		1	09/06/13 19:11	CWI0087	CI30906
Bromodichloromethane	ND (0.0500)	0.0069	8260B		1	09/06/13 19:11	CWI0087	CI30906
Bromoform	ND (0.0500)	0.0144	8260B		1	09/06/13 19:11	CWI0087	CI30906
Bromomethane	ND (0.100)	0.0334	8260B		1	09/06/13 19:11	CWI0087	CI30906
Carbon Disulfide	ND (0.0500)	0.0074	8260B		1	09/06/13 19:11	CWI0087	CI30906
Carbon Tetrachloride	ND (0.0500)	0.0087	8260B		1	09/06/13 19:11	CWI0087	CI30906
Chlorobenzene	ND (0.0500)	0.0079	8260B		1	09/06/13 19:11	CWI0087	CI30906
Chloroethane	ND (0.100)	0.0333	8260B		1	09/06/13 19:11	CWI0087	CI30906
Chloroform	ND (0.0500)	0.0103	8260B		1	09/06/13 19:11	CWI0087	CI30906
Chloromethane	ND (0.100)	0.0127	8260B		1	09/06/13 19:11	CWI0087	CI30906
cis-1,2-Dichloroethene	ND (0.0500)	0.0124	8260B		1	09/06/13 19:11	CWI0087	CI30906
cis-1,3-Dichloropropene	ND (0.0500)	0.0113	8260B		1	09/06/13 19:11	CWI0087	CI30906
Dibromochloromethane	ND (0.0500)	0.0126	8260B		1	09/06/13 19:11	CWI0087	CI30906
Dibromomethane	ND (0.0500)	0.0158	8260B		1	09/06/13 19:11	CWI0087	CI30906
Dichlorodifluoromethane	ND (0.0500)	0.0087	8260B		1	09/06/13 19:11	CWI0087	CI30906
Diethyl Ether	ND (0.0500)	0.0127	8260B		1	09/06/13 19:11	CWI0087	CI30906
Di-isopropyl ether	ND (0.0500)	0.0094	8260B		1	09/06/13 19:11	CWI0087	CI30906
Ethyl tertiary-butyl ether	ND (0.0500)	0.0126	8260B		1	09/06/13 19:11	CWI0087	CI30906
Ethylbenzene	ND (0.0500)	0.0065	8260B		1	09/06/13 19:11	CWI0087	CI30906
Hexachlorobutadiene	ND (0.0500)	0.0167	8260B		1	09/06/13 19:11	CWI0087	CI30906
Isopropylbenzene	ND (0.0500)	0.0088	8260B		1	09/06/13 19:11	CWI0087	CI30906
Methyl tert-Butyl Ether	ND (0.0500)	0.0080	8260B		1	09/06/13 19:11	CWI0087	CI30906
Methylene Chloride	ND (0.250)	0.0131	8260B		1	09/06/13 19:11	CWI0087	CI30906
Naphthalene	ND (0.0500)	0.0131	8260B		1	09/06/13 19:11	CWI0087	CI30906
n-Butylbenzene	ND (0.0500)	0.0123	8260B		1	09/06/13 19:11	CWI0087	CI30906
n-Propylbenzene	ND (0.0500)	0.0122	8260B		1	09/06/13 19:11	CWI0087	CI30906
sec-Butylbenzene	ND (0.0500)	0.0067	8260B		1	09/06/13 19:11	CWI0087	CI30906
Styrene	ND (0.0500)	0.0066	8260B		1	09/06/13 19:11	CWI0087	CI30906
tert-Butylbenzene	ND (0.0500)	0.0117	8260B		1	09/06/13 19:11	CWI0087	CI30906
Tertiary-amyl methyl ether	ND (0.0500)	0.0072	8260B		1	09/06/13 19:11	CWI0087	CI30906



*CERTIFICATE OF ANALYSIS*

*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street  
Client Sample ID: Trip Blank  
Date Sampled: 09/04/13 00:00  
Percent Solids: N/A  
Initial Volume: 15  
Final Volume: 15  
Extraction Method: 5035

ESS Laboratory Work Order: 1309052  
ESS Laboratory Sample ID: 1309052-02  
Sample Matrix: Solid  
Units: mg/kg  
Analyst: NMS

**5035/8260B Volatile Organic Compounds / Methanol**

<u>Analyte</u>	<u>Results (MRL)</u>	<u>MDL</u>	<u>Method</u>	<u>Limit</u>	<u>DF</u>	<u>Analyzed</u>	<u>Sequence</u>	<u>Batch</u>
Tetrachloroethene	ND (0.0500)	0.0167	8260B		1	09/06/13 19:11	CWI0087	CI30906
Tetrahydrofuran	ND (0.500)	0.129	8260B		1	09/06/13 19:11	CWI0087	CI30906
Toluene	ND (0.0500)	0.0127	8260B		1	09/06/13 19:11	CWI0087	CI30906
trans-1,2-Dichloroethene	ND (0.0500)	0.0164	8260B		1	09/06/13 19:11	CWI0087	CI30906
trans-1,3-Dichloropropene	ND (0.0500)	0.0154	8260B		1	09/06/13 19:11	CWI0087	CI30906
Trichloroethene	ND (0.0500)	0.0103	8260B		1	09/06/13 19:11	CWI0087	CI30906
Trichlorofluoromethane	ND (0.0500)	0.0132	8260B		1	09/06/13 19:11	CWI0087	CI30906
Vinyl Acetate	ND (0.250)	0.0103	8260B		1	09/06/13 19:11	CWI0087	CI30906
Vinyl Chloride	ND (0.0500)	0.0165	8260B		1	09/06/13 19:11	CWI0087	CI30906
Xylene O	ND (0.0500)	0.0096	8260B		1	09/06/13 19:11	CWI0087	CI30906
Xylene P,M	ND (0.100)	0.0194	8260B		1	09/06/13 19:11	CWI0087	CI30906
Xylenes (Total)	ND (0.300)	0.0310	8260B		0	09/06/13 19:11	CWI0087	CI30906

	<u>%Recovery</u>	<u>Qualifier</u>	<u>Limits</u>
Surrogate: 1,2-Dichloroethane-d4	104 %		70-130
Surrogate: 4-Bromofluorobenzene	104 %		70-130
Surrogate: Dibromofluoromethane	104 %		70-130
Surrogate: Toluene-d8	103 %		70-130



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd

Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
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**Total Metals Solid**

**Batch CI30432 - 7471A**

**Blank**

Mercury	ND	0.033	mg/kg wet							
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**LCS**

Mercury	29.6	1.62	mg/kg wet	21.50		138	80-120			B+
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**LCS Dup**

Mercury	20.8	1.57	mg/kg wet	21.50		97	80-120	35	20	D+
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**Batch CI30433 - 3050B**

**Blank**

Arsenic	ND	2.5	mg/kg wet							
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Cadmium	ND	0.50	mg/kg wet							
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Chromium	ND	1.0	mg/kg wet							
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Lead	ND	5.0	mg/kg wet							
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**LCS**

Arsenic	87.7	9.8	mg/kg wet	113.0		78	61-115			
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Cadmium	159	1.97	mg/kg wet	207.0		77	65-111			
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Chromium	124	3.9	mg/kg wet	152.0		81	80-120			
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Lead	105	19.6	mg/kg wet	128.0		82	80-120			
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**LCS Dup**

Arsenic	93.0	8.8	mg/kg wet	113.0		82	61-115	6	20	
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Cadmium	174	1.76	mg/kg wet	207.0		84	65-111	9	20	
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Chromium	130	3.5	mg/kg wet	152.0		86	80-120	5	20	
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Lead	108	17.6	mg/kg wet	128.0		84	80-120	3	20	
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**5035/8260B Volatile Organic Compounds / Methanol**

**Batch CI30906 - 5035**

**Blank**

1,1,1,2-Tetrachloroethane	ND	0.100	mg/kg wet							
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1,1,1-Trichloroethane	ND	0.0500	mg/kg wet							
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1,1,2,2-Tetrachloroethane	ND	0.0500	mg/kg wet							
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1,1,2-Trichloroethane	ND	0.0500	mg/kg wet							
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1,1-Dichloroethane	ND	0.0500	mg/kg wet							
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1,1-Dichloroethene	ND	0.0500	mg/kg wet							
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1,1-Dichloropropene	ND	0.0500	mg/kg wet							
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1,2,3-Trichlorobenzene	ND	0.0500	mg/kg wet							
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1,2,3-Trichloropropane	ND	0.0500	mg/kg wet							
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1,2,4-Trichlorobenzene	ND	0.0500	mg/kg wet							
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1,2,4-Trimethylbenzene	ND	0.0500	mg/kg wet							
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1,2-Dibromo-3-Chloropropane	ND	0.300	mg/kg wet							
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1,2-Dibromoethane	ND	0.0500	mg/kg wet							
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1,2-Dichlorobenzene	ND	0.0500	mg/kg wet							
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1,2-Dichloroethane	ND	0.0500	mg/kg wet							
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1,2-Dichloropropane	ND	0.0500	mg/kg wet							
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1,3,5-Trimethylbenzene	ND	0.0500	mg/kg wet							
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CERTIFICATE OF ANALYSIS

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
<b>5035/8260B Volatile Organic Compounds / Methanol</b>										
<b>Batch CI30906 - 5035</b>										
1,3-Dichlorobenzene	ND	0.0500	mg/kg wet							
1,3-Dichloropropane	ND	0.0500	mg/kg wet							
1,4-Dichlorobenzene	ND	0.0500	mg/kg wet							
1,4-Dioxane - Screen	ND	5.00	mg/kg wet							
1-Chlorohexane	ND	0.0500	mg/kg wet							
2,2-Dichloropropane	ND	0.100	mg/kg wet							
2-Butanone	ND	1.25	mg/kg wet							
2-Chlorotoluene	ND	0.0500	mg/kg wet							
2-Hexanone	ND	0.500	mg/kg wet							
4-Chlorotoluene	ND	0.0500	mg/kg wet							
4-Isopropyltoluene	ND	0.0500	mg/kg wet							
4-Methyl-2-Pentanone	ND	0.500	mg/kg wet							
Acetone	ND	1.25	mg/kg wet							
Benzene	ND	0.0500	mg/kg wet							
Bromobenzene	ND	0.0500	mg/kg wet							
Bromochloromethane	ND	0.0500	mg/kg wet							
Bromodichloromethane	ND	0.0500	mg/kg wet							
Bromofom	ND	0.0500	mg/kg wet							
Bromomethane	ND	0.100	mg/kg wet							
Carbon Disulfide	ND	0.0500	mg/kg wet							
Carbon Tetrachloride	ND	0.0500	mg/kg wet							
Chlorobenzene	ND	0.0500	mg/kg wet							
Chloroethane	ND	0.100	mg/kg wet							
Chloroform	ND	0.0500	mg/kg wet							
Chloromethane	ND	0.100	mg/kg wet							
cis-1,2-Dichloroethene	ND	0.0500	mg/kg wet							
cis-1,3-Dichloropropene	ND	0.0500	mg/kg wet							
Dibromochloromethane	ND	0.0500	mg/kg wet							
Dibromomethane	ND	0.0500	mg/kg wet							
Dichlorodifluoromethane	ND	0.0500	mg/kg wet							
Diethyl Ether	ND	0.0500	mg/kg wet							
Di-isopropyl ether	ND	0.0500	mg/kg wet							
Ethyl tertiary-butyl ether	ND	0.0500	mg/kg wet							
Ethylbenzene	ND	0.0500	mg/kg wet							
Hexachlorobutadiene	0.0350	0.0500	mg/kg wet							J
Isopropylbenzene	ND	0.0500	mg/kg wet							
Methyl tert-Butyl Ether	ND	0.0500	mg/kg wet							
Methylene Chloride	ND	0.250	mg/kg wet							
Naphthalene	0.0180	0.0500	mg/kg wet							J
n-Butylbenzene	ND	0.0500	mg/kg wet							
n-Propylbenzene	ND	0.0500	mg/kg wet							
sec-Butylbenzene	ND	0.0500	mg/kg wet							
Styrene	ND	0.0500	mg/kg wet							
tert-Butylbenzene	ND	0.0500	mg/kg wet							
Tertiary-amyl methyl ether	ND	0.0500	mg/kg wet							



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
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5035/8260B Volatile Organic Compounds / Methanol

**Batch CI30906 - 5035**

Tetrachloroethene	ND	0.0500	mg/kg wet							
Tetrahydrofuran	ND	0.500	mg/kg wet							
Toluene	ND	0.0500	mg/kg wet							
trans-1,2-Dichloroethene	ND	0.0500	mg/kg wet							
trans-1,3-Dichloropropene	ND	0.0500	mg/kg wet							
Trichloroethene	ND	0.0500	mg/kg wet							
Vinyl Acetate	ND	0.250	mg/kg wet							
Vinyl Chloride	ND	0.0500	mg/kg wet							
Xylene O	ND	0.0500	mg/kg wet							
Xylene P,M	ND	0.100	mg/kg wet							
Surrogate: 1,2-Dichloroethane-d4	2.27		mg/kg wet	2.500		91	70-130			
Surrogate: 4-Bromofluorobenzene	2.21		mg/kg wet	2.500		88	70-130			
Surrogate: Dibromofluoromethane	2.28		mg/kg wet	2.500		91	70-130			
Surrogate: Toluene-d8	2.24		mg/kg wet	2.500		89	70-130			

**LCS**

1,1,1,2-Tetrachloroethane	2.42	0.100	mg/kg wet	2.500		97	70-130			
1,1,1-Trichloroethane	2.44	0.0500	mg/kg wet	2.500		98	70-130			
1,1,2,2-Tetrachloroethane	2.66	0.0500	mg/kg wet	2.500		106	70-130			
1,1,2-Trichloroethane	2.64	0.0500	mg/kg wet	2.500		106	70-130			
1,1-Dichloroethane	2.43	0.0500	mg/kg wet	2.500		97	70-130			
1,1-Dichloroethene	2.57	0.0500	mg/kg wet	2.500		103	70-130			
1,1-Dichloropropene	2.57	0.0500	mg/kg wet	2.500		103	70-130			
1,2,3-Trichlorobenzene	2.54	0.0500	mg/kg wet	2.500		102	70-130			
1,2,3-Trichloropropane	2.42	0.0500	mg/kg wet	2.500		97	70-130			
1,2,4-Trichlorobenzene	2.60	0.0500	mg/kg wet	2.500		104	70-130			
1,2,4-Trimethylbenzene	2.63	0.0500	mg/kg wet	2.500		105	70-130			
1,2-Dibromo-3-Chloropropane	2.51	0.300	mg/kg wet	2.500		100	70-130			
1,2-Dibromoethane	2.51	0.0500	mg/kg wet	2.500		101	70-130			
1,2-Dichlorobenzene	2.63	0.0500	mg/kg wet	2.500		105	70-130			
1,2-Dichloroethane	2.54	0.0500	mg/kg wet	2.500		101	70-130			
1,2-Dichloropropane	2.47	0.0500	mg/kg wet	2.500		99	70-130			
1,3,5-Trimethylbenzene	2.65	0.0500	mg/kg wet	2.500		106	70-130			
1,3-Dichlorobenzene	2.58	0.0500	mg/kg wet	2.500		103	70-130			
1,3-Dichloropropane	2.52	0.0500	mg/kg wet	2.500		101	70-130			
1,4-Dichlorobenzene	2.49	0.0500	mg/kg wet	2.500		100	70-130			
1,4-Dioxane - Screen	56.9	5.00	mg/kg wet	50.00		114	44-241			
1-Chlorohexane	2.50	0.0500	mg/kg wet	2.500		100	70-130			
2,2-Dichloropropane	2.56	0.100	mg/kg wet	2.500		102	70-130			
2-Butanone	13.1	1.25	mg/kg wet	12.50		105	70-130			
2-Chlorotoluene	2.67	0.0500	mg/kg wet	2.500		107	70-130			
2-Hexanone	13.0	0.500	mg/kg wet	12.50		104	70-130			
4-Chlorotoluene	2.61	0.0500	mg/kg wet	2.500		104	70-130			
4-Isopropyltoluene	2.52	0.0500	mg/kg wet	2.500		101	70-130			
4-Methyl-2-Pentanone	13.2	0.500	mg/kg wet	12.50		106	70-130			
Acetone	12.1	1.25	mg/kg wet	12.50		97	70-130			



CERTIFICATE OF ANALYSIS

Client Name: Cherenzia & Associates, Ltd

Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
<b>5035/8260B Volatile Organic Compounds / Methanol</b>										
<b>Batch CI30906 - 5035</b>										
Benzene	2.65	0.0500	mg/kg wet	2.500		106	70-130			
Bromobenzene	2.61	0.0500	mg/kg wet	2.500		105	70-130			
Bromochloromethane	2.52	0.0500	mg/kg wet	2.500		101	70-130			
Bromodichloromethane	2.57	0.0500	mg/kg wet	2.500		103	70-130			
Bromoform	2.63	0.0500	mg/kg wet	2.500		105	70-130			
Bromomethane	2.20	0.100	mg/kg wet	2.500		88	70-130			
Carbon Disulfide	2.67	0.0500	mg/kg wet	2.500		107	70-130			
Carbon Tetrachloride	2.62	0.0500	mg/kg wet	2.500		105	70-130			
Chlorobenzene	2.57	0.0500	mg/kg wet	2.500		103	70-130			
Chloroethane	2.35	0.100	mg/kg wet	2.500		94	70-130			
Chloroform	2.49	0.0500	mg/kg wet	2.500		100	70-130			
Chloromethane	2.24	0.100	mg/kg wet	2.500		90	70-130			
cis-1,2-Dichloroethene	2.52	0.0500	mg/kg wet	2.500		101	70-130			
cis-1,3-Dichloropropene	2.72	0.0500	mg/kg wet	2.500		109	70-130			
Dibromochloromethane	2.42	0.0500	mg/kg wet	2.500		97	70-130			
Dibromomethane	2.52	0.0500	mg/kg wet	2.500		101	70-130			
Dichlorodifluoromethane	1.90	0.0500	mg/kg wet	2.500		76	70-130			
Diethyl Ether	2.57	0.0500	mg/kg wet	2.500		103	70-130			
Di-isopropyl ether	2.56	0.0500	mg/kg wet	2.500		103	70-130			
Ethyl tertiary-butyl ether	2.58	0.0500	mg/kg wet	2.500		103	70-130			
Ethylbenzene	2.64	0.0500	mg/kg wet	2.500		106	70-130			
Hexachlorobutadiene	2.56	0.0500	mg/kg wet	2.500		102	70-130			
Isopropylbenzene	2.60	0.0500	mg/kg wet	2.500		104	70-130			
Methyl tert-Butyl Ether	2.62	0.0500	mg/kg wet	2.500		105	70-130			
Methylene Chloride	2.51	0.250	mg/kg wet	2.500		101	70-130			
Naphthalene	2.42	0.0500	mg/kg wet	2.500		97	70-130			
n-Butylbenzene	2.73	0.0500	mg/kg wet	2.500		109	70-130			
n-Propylbenzene	2.59	0.0500	mg/kg wet	2.500		104	70-130			
sec-Butylbenzene	2.70	0.0500	mg/kg wet	2.500		108	70-130			
Styrene	2.50	0.0500	mg/kg wet	2.500		100	70-130			
tert-Butylbenzene	2.72	0.0500	mg/kg wet	2.500		109	70-130			
Tertiary-amyl methyl ether	2.53	0.0500	mg/kg wet	2.500		101	70-130			
Tetrachloroethene	2.09	0.0500	mg/kg wet	2.500		83	70-130			
Tetrahydrofuran	2.71	0.500	mg/kg wet	2.500		108	70-130			
Toluene	2.66	0.0500	mg/kg wet	2.500		107	70-130			
trans-1,2-Dichloroethene	2.46	0.0500	mg/kg wet	2.500		99	70-130			
trans-1,3-Dichloropropene	2.45	0.0500	mg/kg wet	2.500		98	70-130			
Trichloroethene	2.59	0.0500	mg/kg wet	2.500		104	70-130			
Vinyl Acetate	2.75	0.250	mg/kg wet	2.500		110	70-130			
Vinyl Chloride	2.84	0.0500	mg/kg wet	2.500		113	70-130			
Xylene O	2.61	0.0500	mg/kg wet	2.500		104	70-130			
Xylene P,M	5.25	0.100	mg/kg wet	5.000		105	70-130			
Surrogate: 1,2-Dichloroethane-d4	2.40		mg/kg wet	2.500		96	70-130			
Surrogate: 4-Bromofluorobenzene	2.31		mg/kg wet	2.500		92	70-130			
Surrogate: Dibromofluoromethane	2.27		mg/kg wet	2.500		91	70-130			



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd

Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
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5035/8260B Volatile Organic Compounds / Methanol

Batch CI30906 - 5035

<i>Surrogate: Toluene-d8</i>	2.34		mg/kg wet	2.500		93	70-130			
<b>LCS Dup</b>										
1,1,1,2-Tetrachloroethane	2.40	0.100	mg/kg wet	2.500		96	70-130	0.8	25	
1,1,1-Trichloroethane	2.45	0.0500	mg/kg wet	2.500		98	70-130	0.4	25	
1,1,2,2-Tetrachloroethane	2.56	0.0500	mg/kg wet	2.500		102	70-130	4	25	
1,1,2-Trichloroethane	2.62	0.0500	mg/kg wet	2.500		105	70-130	0.9	25	
1,1-Dichloroethane	2.40	0.0500	mg/kg wet	2.500		96	70-130	1	25	
1,1-Dichloroethene	2.60	0.0500	mg/kg wet	2.500		104	70-130	1	25	
1,1-Dichloropropene	2.65	0.0500	mg/kg wet	2.500		106	70-130	3	25	
1,2,3-Trichlorobenzene	2.52	0.0500	mg/kg wet	2.500		101	70-130	1	25	
1,2,3-Trichloropropane	2.49	0.0500	mg/kg wet	2.500		100	70-130	3	25	
1,2,4-Trichlorobenzene	2.58	0.0500	mg/kg wet	2.500		103	70-130	0.5	25	
1,2,4-Trimethylbenzene	2.63	0.0500	mg/kg wet	2.500		105	70-130	0.08	25	
1,2-Dibromo-3-Chloropropane	2.47	0.300	mg/kg wet	2.500		99	70-130	2	25	
1,2-Dibromoethane	2.45	0.0500	mg/kg wet	2.500		98	70-130	3	25	
1,2-Dichlorobenzene	2.62	0.0500	mg/kg wet	2.500		105	70-130	0.2	25	
1,2-Dichloroethane	2.49	0.0500	mg/kg wet	2.500		100	70-130	2	25	
1,2-Dichloropropane	2.48	0.0500	mg/kg wet	2.500		99	70-130	0.5	25	
1,3,5-Trimethylbenzene	2.66	0.0500	mg/kg wet	2.500		106	70-130	0.04	25	
1,3-Dichlorobenzene	2.59	0.0500	mg/kg wet	2.500		103	70-130	0.2	25	
1,3-Dichloropropane	2.42	0.0500	mg/kg wet	2.500		97	70-130	4	25	
1,4-Dichlorobenzene	2.47	0.0500	mg/kg wet	2.500		99	70-130	1	25	
1,4-Dioxane - Screen	58.5	5.00	mg/kg wet	50.00		117	44-241	3	200	
1-Chlorohexane	2.49	0.0500	mg/kg wet	2.500		100	70-130	0.6	25	
2,2-Dichloropropane	2.52	0.100	mg/kg wet	2.500		101	70-130	2	25	
2-Butanone	12.4	1.25	mg/kg wet	12.50		99	70-130	5	25	
2-Chlorotoluene	2.67	0.0500	mg/kg wet	2.500		107	70-130	0.07	25	
2-Hexanone	12.4	0.500	mg/kg wet	12.50		99	70-130	5	25	
4-Chlorotoluene	2.58	0.0500	mg/kg wet	2.500		103	70-130	1	25	
4-Isopropyltoluene	2.52	0.0500	mg/kg wet	2.500		101	70-130	0.08	25	
4-Methyl-2-Pentanone	12.6	0.500	mg/kg wet	12.50		101	70-130	5	25	
Acetone	11.5	1.25	mg/kg wet	12.50		92	70-130	5	25	
Benzene	2.64	0.0500	mg/kg wet	2.500		106	70-130	0.2	25	
Bromobenzene	2.58	0.0500	mg/kg wet	2.500		103	70-130	1	25	
Bromochloromethane	2.53	0.0500	mg/kg wet	2.500		101	70-130	0.3	25	
Bromodichloromethane	2.55	0.0500	mg/kg wet	2.500		102	70-130	0.7	25	
Bromoform	2.56	0.0500	mg/kg wet	2.500		103	70-130	2	25	
Bromomethane	2.30	0.100	mg/kg wet	2.500		92	70-130	5	25	
Carbon Disulfide	2.70	0.0500	mg/kg wet	2.500		108	70-130	1	25	
Carbon Tetrachloride	2.65	0.0500	mg/kg wet	2.500		106	70-130	1	25	
Chlorobenzene	2.57	0.0500	mg/kg wet	2.500		103	70-130	0.08	25	
Chloroethane	2.42	0.100	mg/kg wet	2.500		97	70-130	3	25	
Chloroform	2.49	0.0500	mg/kg wet	2.500		100	70-130	0.2	25	
Chloromethane	2.27	0.100	mg/kg wet	2.500		91	70-130	1	25	



CERTIFICATE OF ANALYSIS

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
<b>5035/8260B Volatile Organic Compounds / Methanol</b>										
<b>Batch CI30906 - 5035</b>										
cis-1,2-Dichloroethene	2.52	0.0500	mg/kg wet	2.500		101	70-130	0.04	25	
cis-1,3-Dichloropropene	2.71	0.0500	mg/kg wet	2.500		108	70-130	0.1	25	
Dibromochloromethane	2.40	0.0500	mg/kg wet	2.500		96	70-130	1	25	
Dibromomethane	2.49	0.0500	mg/kg wet	2.500		100	70-130	1	25	
Dichlorodifluoromethane	1.90	0.0500	mg/kg wet	2.500		76	70-130	0.2	25	
Diethyl Ether	2.58	0.0500	mg/kg wet	2.500		103	70-130	0.5	25	
Di-isopropyl ether	2.56	0.0500	mg/kg wet	2.500		102	70-130	0.1	25	
Ethyl tertiary-butyl ether	2.55	0.0500	mg/kg wet	2.500		102	70-130	1	25	
Ethylbenzene	2.61	0.0500	mg/kg wet	2.500		104	70-130	1	25	
Hexachlorobutadiene	2.58	0.0500	mg/kg wet	2.500		103	70-130	1	25	
Isopropylbenzene	2.62	0.0500	mg/kg wet	2.500		105	70-130	0.4	25	
Methyl tert-Butyl Ether	2.58	0.0500	mg/kg wet	2.500		103	70-130	1	25	
Methylene Chloride	2.47	0.250	mg/kg wet	2.500		99	70-130	2	25	
Naphthalene	2.38	0.0500	mg/kg wet	2.500		95	70-130	1	25	
n-Butylbenzene	2.74	0.0500	mg/kg wet	2.500		110	70-130	0.3	25	
n-Propylbenzene	2.56	0.0500	mg/kg wet	2.500		103	70-130	1	25	
sec-Butylbenzene	2.68	0.0500	mg/kg wet	2.500		107	70-130	0.5	25	
Styrene	2.47	0.0500	mg/kg wet	2.500		99	70-130	1	25	
tert-Butylbenzene	2.71	0.0500	mg/kg wet	2.500		108	70-130	0.4	25	
Tertiary-amyyl methyl ether	2.46	0.0500	mg/kg wet	2.500		99	70-130	3	25	
Tetrachloroethene	2.08	0.0500	mg/kg wet	2.500		83	70-130	0.2	25	
Tetrahydrofuran	2.62	0.500	mg/kg wet	2.500		105	70-130	3	25	
Toluene	2.69	0.0500	mg/kg wet	2.500		108	70-130	0.9	25	
trans-1,2-Dichloroethene	2.48	0.0500	mg/kg wet	2.500		99	70-130	0.8	25	
trans-1,3-Dichloropropene	2.43	0.0500	mg/kg wet	2.500		97	70-130	0.9	25	
Trichloroethene	2.56	0.0500	mg/kg wet	2.500		102	70-130	1	25	
Vinyl Acetate	2.71	0.250	mg/kg wet	2.500		109	70-130	1	25	
Vinyl Chloride	2.88	0.0500	mg/kg wet	2.500		115	70-130	1	25	
Xylene O	2.60	0.0500	mg/kg wet	2.500		104	70-130	0.4	25	
Xylene P,M	5.22	0.100	mg/kg wet	5.000		104	70-130	0.6	25	
Surrogate: 1,2-Dichloroethane-d4	2.41		mg/kg wet	2.500		96	70-130			
Surrogate: 4-Bromofluorobenzene	2.29		mg/kg wet	2.500		92	70-130			
Surrogate: Dibromofluoromethane	2.28		mg/kg wet	2.500		91	70-130			
Surrogate: Toluene-d8	2.35		mg/kg wet	2.500		94	70-130			

**8082 Polychlorinated Biphenyls (PCB)**

**Batch CI31020 - 3540**

<b>Blank</b>										
Aroclor 1016	ND	0.0500	mg/kg wet							
Aroclor 1221	ND	0.0500	mg/kg wet							
Aroclor 1232	ND	0.0500	mg/kg wet							
Aroclor 1242	ND	0.0500	mg/kg wet							
Aroclor 1248	ND	0.0500	mg/kg wet							
Aroclor 1254	ND	0.0500	mg/kg wet							
Aroclor 1260	ND	0.0500	mg/kg wet							



**CERTIFICATE OF ANALYSIS**

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street

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**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
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**8082 Polychlorinated Biphenyls (PCB)**

**Batch CI31020 - 3540**

Aroclor 1262	ND	0.0500	mg/kg wet							
Aroclor 1268	ND	0.0500	mg/kg wet							
Surrogate: Decachlorobiphenyl	0.0217		mg/kg wet	0.02500		87	30-150			
Surrogate: Decachlorobiphenyl [2C]	0.0234		mg/kg wet	0.02500		94	30-150			
Surrogate: Tetrachloro-m-xylene	0.0211		mg/kg wet	0.02500		84	30-150			
Surrogate: Tetrachloro-m-xylene [2C]	0.0217		mg/kg wet	0.02500		87	30-150			

**LCS**

Aroclor 1016	0.503	0.0500	mg/kg wet	0.5000		101	40-140			
Aroclor 1260	0.508	0.0500	mg/kg wet	0.5000		102	40-140			
Surrogate: Decachlorobiphenyl	0.0235		mg/kg wet	0.02500		94	30-150			
Surrogate: Decachlorobiphenyl [2C]	0.0251		mg/kg wet	0.02500		100	30-150			
Surrogate: Tetrachloro-m-xylene	0.0218		mg/kg wet	0.02500		87	30-150			
Surrogate: Tetrachloro-m-xylene [2C]	0.0213		mg/kg wet	0.02500		85	30-150			

**LCS Dup**

Aroclor 1016	0.520	0.0500	mg/kg wet	0.5000		104	40-140	3	50	
Aroclor 1260	0.508	0.0500	mg/kg wet	0.5000		102	40-140	0.02	50	
Surrogate: Decachlorobiphenyl	0.0231		mg/kg wet	0.02500		92	30-150			
Surrogate: Decachlorobiphenyl [2C]	0.0252		mg/kg wet	0.02500		101	30-150			
Surrogate: Tetrachloro-m-xylene	0.0224		mg/kg wet	0.02500		89	30-150			
Surrogate: Tetrachloro-m-xylene [2C]	0.0219		mg/kg wet	0.02500		88	30-150			

**8100M Total Petroleum Hydrocarbons**

**Batch CI30519 - 3546**

<b>Blank</b>										
Decane (C10)	ND	0.2	mg/kg wet							
Docosane (C22)	ND	0.2	mg/kg wet							
Dodecane (C12)	ND	0.2	mg/kg wet							
Eicosane (C20)	ND	0.2	mg/kg wet							
Hexacosane (C26)	ND	0.2	mg/kg wet							
Hexadecane (C16)	ND	0.2	mg/kg wet							
Nonadecane (C19)	ND	0.2	mg/kg wet							
Nonane (C9)	ND	0.2	mg/kg wet							
Octacosane (C28)	ND	0.2	mg/kg wet							
Octadecane (C18)	ND	0.2	mg/kg wet							
Tetracosane (C24)	ND	0.2	mg/kg wet							
Tetradecane (C14)	ND	0.2	mg/kg wet							
Total Petroleum Hydrocarbons	ND	37.5	mg/kg wet							
triacontane (C30)	ND	0.2	mg/kg wet							

Surrogate: O-Terphenyl	3.81		mg/kg wet	5.000		76	40-140			
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<b>LCS</b>										
Decane (C10)	1.5	0.2	mg/kg wet	2.500		61	40-140			



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**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
<b>8100M Total Petroleum Hydrocarbons</b>										
<b>Batch CI30519 - 3546</b>										
Docosane (C22)	1.7	0.2	mg/kg wet	2.500		67	40-140			
Dodecane (C12)	1.5	0.2	mg/kg wet	2.500		60	40-140			
Eicosane (C20)	1.7	0.2	mg/kg wet	2.500		67	40-140			
Hexacosane (C26)	1.6	0.2	mg/kg wet	2.500		66	40-140			
Hexadecane (C16)	1.6	0.2	mg/kg wet	2.500		65	40-140			
Nonadecane (C19)	1.6	0.2	mg/kg wet	2.500		66	40-140			
Nonane (C9)	1.3	0.2	mg/kg wet	2.500		52	30-140			
Octacosane (C28)	1.7	0.2	mg/kg wet	2.500		66	40-140			
Octadecane (C18)	1.7	0.2	mg/kg wet	2.500		67	40-140			
Tetracosane (C24)	1.7	0.2	mg/kg wet	2.500		68	40-140			
Tetradecane (C14)	1.6	0.2	mg/kg wet	2.500		65	40-140			
Total Petroleum Hydrocarbons	23.7	37.5	mg/kg wet	35.00		68	40-140			
Triacotane (C30)	1.6	0.2	mg/kg wet	2.500		66	40-140			
<i>Surrogate: O-Terphenyl</i>	<i>3.38</i>		<i>mg/kg wet</i>	<i>5.000</i>		<i>68</i>	<i>40-140</i>			
<b>LCS Dup</b>										
Decane (C10)	1.5	0.2	mg/kg wet	2.500		60	40-140	0.6	50	
Docosane (C22)	1.7	0.2	mg/kg wet	2.500		66	40-140	2	50	
Dodecane (C12)	1.5	0.2	mg/kg wet	2.500		60	40-140	1	50	
Eicosane (C20)	1.6	0.2	mg/kg wet	2.500		66	40-140	1	50	
Hexacosane (C26)	1.6	0.2	mg/kg wet	2.500		64	40-140	2	50	
Hexadecane (C16)	1.6	0.2	mg/kg wet	2.500		64	40-140	1	50	
Nonadecane (C19)	1.6	0.2	mg/kg wet	2.500		65	40-140	1	50	
Nonane (C9)	1.3	0.2	mg/kg wet	2.500		51	30-140	1	50	
Octacosane (C28)	1.6	0.2	mg/kg wet	2.500		64	40-140	2	50	
Octadecane (C18)	1.6	0.2	mg/kg wet	2.500		66	40-140	1	50	
Tetracosane (C24)	1.7	0.2	mg/kg wet	2.500		66	40-140	2	50	
Tetradecane (C14)	1.6	0.2	mg/kg wet	2.500		64	40-140	2	50	
Total Petroleum Hydrocarbons	23.7	37.5	mg/kg wet	35.00		68	40-140	0.05	50	
Triacotane (C30)	1.6	0.2	mg/kg wet	2.500		65	40-140	2	50	
<i>Surrogate: O-Terphenyl</i>	<i>3.23</i>		<i>mg/kg wet</i>	<i>5.000</i>		<i>65</i>	<i>40-140</i>			

**8270C Semi-Volatile Organic Compounds**

<b>Batch CI30518 - 3546</b>										
<b>Blank</b>										
1,1-Biphenyl	ND	0.333	mg/kg wet							
1,2,4-Trichlorobenzene	ND	0.333	mg/kg wet							
1,2-Dichlorobenzene	ND	0.333	mg/kg wet							
1,3-Dichlorobenzene	ND	0.333	mg/kg wet							
1,4-Dichlorobenzene	ND	0.333	mg/kg wet							
2,3,4,6-Tetrachlorophenol	ND	1.67	mg/kg wet							
2,4,5-Trichlorophenol	ND	0.333	mg/kg wet							
2,4,6-Trichlorophenol	ND	0.333	mg/kg wet							
2,4-Dichlorophenol	ND	0.333	mg/kg wet							



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Client Name: Cherenzia & Associates, Ltd

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**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
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**8270C Semi-Volatile Organic Compounds**

**Batch CI30518 - 3546**

2,4-Dimethylphenol	ND	0.333	mg/kg wet
2,4-Dinitrophenol	ND	1.67	mg/kg wet
2,4-Dinitrotoluene	ND	0.333	mg/kg wet
2,6-Dinitrotoluene	ND	0.333	mg/kg wet
2-Chloronaphthalene	ND	0.333	mg/kg wet
2-Chlorophenol	ND	0.333	mg/kg wet
2-Methylnaphthalene	ND	0.333	mg/kg wet
2-Methylphenol	ND	0.333	mg/kg wet
2-Nitroaniline	ND	0.333	mg/kg wet
2-Nitrophenol	ND	0.333	mg/kg wet
3,3'-Dichlorobenzidine	ND	0.667	mg/kg wet
3+4-Methylphenol	ND	0.667	mg/kg wet
3-Nitroaniline	ND	0.333	mg/kg wet
4,6-Dinitro-2-Methylphenol	ND	1.67	mg/kg wet
4-Bromophenyl-phenylether	ND	0.333	mg/kg wet
4-Chloro-3-Methylphenol	ND	0.333	mg/kg wet
4-Chloroaniline	ND	0.667	mg/kg wet
4-Chloro-phenyl-phenyl ether	ND	0.333	mg/kg wet
4-Nitroaniline	ND	0.333	mg/kg wet
4-Nitrophenol	ND	1.67	mg/kg wet
Acenaphthene	ND	0.333	mg/kg wet
Acenaphthylene	ND	0.333	mg/kg wet
Acetophenone	ND	0.667	mg/kg wet
Aniline	ND	0.667	mg/kg wet
Anthracene	ND	0.333	mg/kg wet
Azobenzene	ND	0.333	mg/kg wet
Benzo(a)anthracene	ND	0.333	mg/kg wet
Benzo(a)pyrene	ND	0.167	mg/kg wet
Benzo(b)fluoranthene	ND	0.333	mg/kg wet
Benzo(g,h,i)perylene	ND	0.333	mg/kg wet
Benzo(k)fluoranthene	ND	0.333	mg/kg wet
Benzoic Acid	ND	1.67	mg/kg wet
Benzyl Alcohol	ND	0.333	mg/kg wet
bis(2-Chloroethoxy)methane	ND	0.333	mg/kg wet
bis(2-Chloroethyl)ether	ND	0.333	mg/kg wet
bis(2-chloroisopropyl)Ether	ND	0.333	mg/kg wet
bis(2-Ethylhexyl)phthalate	ND	0.333	mg/kg wet
Butylbenzylphthalate	ND	0.333	mg/kg wet
Carbazole	ND	0.333	mg/kg wet
Chrysene	ND	0.167	mg/kg wet
Dibenzo(a,h)Anthracene	ND	0.167	mg/kg wet
Dibenzofuran	ND	0.333	mg/kg wet
Diethylphthalate	ND	0.333	mg/kg wet
Dimethylphthalate	ND	0.333	mg/kg wet
Di-n-butylphthalate	ND	0.333	mg/kg wet



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**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
<b>8270C Semi-Volatile Organic Compounds</b>										
<b>Batch CI30518 - 3546</b>										
Di-n-octylphthalate	ND	0.333	mg/kg wet							
Fluoranthene	ND	0.333	mg/kg wet							
Fluorene	ND	0.333	mg/kg wet							
Hexachlorobenzene	ND	0.167	mg/kg wet							
Hexachlorobutadiene	ND	0.333	mg/kg wet							
Hexachlorocyclopentadiene	ND	1.67	mg/kg wet							
Hexachloroethane	ND	0.333	mg/kg wet							
Indeno(1,2,3-cd)Pyrene	ND	0.333	mg/kg wet							
Isophorone	ND	0.333	mg/kg wet							
Naphthalene	ND	0.333	mg/kg wet							
Nitrobenzene	ND	0.333	mg/kg wet							
N-Nitrosodimethylamine	ND	0.333	mg/kg wet							
N-Nitroso-Di-n-Propylamine	ND	0.333	mg/kg wet							
N-nitrosodiphenylamine	ND	0.333	mg/kg wet							
Pentachlorophenol	ND	1.67	mg/kg wet							
Phenanthrene	ND	0.333	mg/kg wet							
Phenol	ND	0.333	mg/kg wet							
Pyrene	ND	0.333	mg/kg wet							
Pyridine	ND	1.67	mg/kg wet							
Surrogate: 1,2-Dichlorobenzene-d4	2.81		mg/kg wet	3.333		84	30-130			
Surrogate: 2,4,6-Tribromophenol	4.66		mg/kg wet	5.000		93	30-130			
Surrogate: 2-Chlorophenol-d4	4.30		mg/kg wet	5.000		86	30-130			
Surrogate: 2-Fluorobiphenyl	2.98		mg/kg wet	3.333		89	30-130			
Surrogate: 2-Fluorophenol	4.07		mg/kg wet	5.000		81	30-130			
Surrogate: Nitrobenzene-d5	2.98		mg/kg wet	3.333		89	30-130			
Surrogate: Phenol-d6	4.51		mg/kg wet	5.000		90	30-130			
Surrogate: p-Terphenyl-d14	3.18		mg/kg wet	3.333		95	30-130			
<b>LCS</b>										
1,1-Biphenyl	2.76	0.333	mg/kg wet	3.333		83	40-140			
1,2,4-Trichlorobenzene	2.81	0.333	mg/kg wet	3.333		84	40-140			
1,2-Dichlorobenzene	2.65	0.333	mg/kg wet	3.333		80	40-140			
1,3-Dichlorobenzene	2.63	0.333	mg/kg wet	3.333		79	40-140			
1,4-Dichlorobenzene	2.73	0.333	mg/kg wet	3.333		82	40-140			
2,3,4,6-Tetrachlorophenol	2.88	1.67	mg/kg wet	3.333		86	30-130			
2,4,5-Trichlorophenol	3.22	0.333	mg/kg wet	3.333		96	30-130			
2,4,6-Trichlorophenol	3.17	0.333	mg/kg wet	3.333		95	30-130			
2,4-Dichlorophenol	2.97	0.333	mg/kg wet	3.333		89	30-130			
2,4-Dimethylphenol	3.00	0.333	mg/kg wet	3.333		90	30-130			
2,4-Dinitrophenol	2.59	1.67	mg/kg wet	3.333		78	30-130			
2,4-Dinitrotoluene	2.95	0.333	mg/kg wet	3.333		88	40-140			
2,6-Dinitrotoluene	2.90	0.333	mg/kg wet	3.333		87	40-140			
2-Chloronaphthalene	2.61	0.333	mg/kg wet	3.333		78	40-140			
2-Chlorophenol	2.76	0.333	mg/kg wet	3.333		83	30-130			
2-Methylnaphthalene	2.94	0.333	mg/kg wet	3.333		88	40-140			
2-Methylphenol	2.70	0.333	mg/kg wet	3.333		81	30-130			



*CERTIFICATE OF ANALYSIS*

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**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
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**8270C Semi-Volatile Organic Compounds**

**Batch CI30518 - 3546**

2-Nitroaniline	2.40	0.333	mg/kg wet	3.333		72	40-140			
2-Nitrophenol	2.95	0.333	mg/kg wet	3.333		88	30-130			
3,3'-Dichlorobenzidine	2.53	0.667	mg/kg wet	3.333		76	40-140			
3+4-Methylphenol	5.56	0.667	mg/kg wet	6.667		83	30-130			
3-Nitroaniline	2.74	0.333	mg/kg wet	3.333		82	40-140			
4,6-Dinitro-2-Methylphenol	2.81	1.67	mg/kg wet	3.333		84	30-130			
4-Bromophenyl-phenylether	3.04	0.333	mg/kg wet	3.333		91	40-140			
4-Chloro-3-Methylphenol	3.09	0.333	mg/kg wet	3.333		93	30-130			
4-Chloroaniline	2.04	0.667	mg/kg wet	3.333		61	40-140			
4-Chloro-phenyl-phenyl ether	2.91	0.333	mg/kg wet	3.333		87	40-140			
4-Nitroaniline	2.95	0.333	mg/kg wet	3.333		89	40-140			
4-Nitrophenol	3.03	1.67	mg/kg wet	3.333		91	30-130			
Acenaphthene	2.82	0.333	mg/kg wet	3.333		84	40-140			
Acenaphthylene	2.68	0.333	mg/kg wet	3.333		80	40-140			
Acetophenone	2.84	0.667	mg/kg wet	3.333		85	40-140			
Aniline	2.13	0.667	mg/kg wet	3.333		64	40-140			
Anthracene	2.97	0.333	mg/kg wet	3.333		89	40-140			
Azobenzene	2.70	0.333	mg/kg wet	3.333		81	40-140			
Benzo(a)anthracene	3.06	0.333	mg/kg wet	3.333		92	40-140			
Benzo(a)pyrene	2.82	0.167	mg/kg wet	3.333		85	40-140			
Benzo(b)fluoranthene	2.97	0.333	mg/kg wet	3.333		89	40-140			
Benzo(g,h,i)perylene	2.90	0.333	mg/kg wet	3.333		87	40-140			
Benzo(k)fluoranthene	3.01	0.333	mg/kg wet	3.333		90	40-140			
Benzoic Acid	3.72	1.67	mg/kg wet	3.333		111	40-140			
Benzyl Alcohol	2.71	0.333	mg/kg wet	3.333		81	40-140			
bis(2-Chloroethoxy)methane	2.72	0.333	mg/kg wet	3.333		81	40-140			
bis(2-Chloroethyl)ether	2.67	0.333	mg/kg wet	3.333		80	40-140			
bis(2-chloroisopropyl)Ether	2.67	0.333	mg/kg wet	3.333		80	40-140			
bis(2-Ethylhexyl)phthalate	2.92	0.333	mg/kg wet	3.333		87	40-140			
Butylbenzylphthalate	3.17	0.333	mg/kg wet	3.333		95	40-140			
Carbazole	2.90	0.333	mg/kg wet	3.333		87	40-140			
Chrysene	3.26	0.167	mg/kg wet	3.333		98	40-140			
Dibenzo(a,h)Anthracene	2.78	0.167	mg/kg wet	3.333		83	40-140			
Dibenzofuran	2.83	0.333	mg/kg wet	3.333		85	40-140			
Diethylphthalate	2.97	0.333	mg/kg wet	3.333		89	40-140			
Dimethylphthalate	2.89	0.333	mg/kg wet	3.333		87	40-140			
Di-n-butylphthalate	3.04	0.333	mg/kg wet	3.333		91	40-140			
Di-n-octylphthalate	3.20	0.333	mg/kg wet	3.333		96	40-140			
Fluoranthene	2.89	0.333	mg/kg wet	3.333		87	40-140			
Fluorene	2.92	0.333	mg/kg wet	3.333		88	40-140			
Hexachlorobenzene	3.00	0.167	mg/kg wet	3.333		90	40-140			
Hexachlorobutadiene	3.06	0.333	mg/kg wet	3.333		92	40-140			
Hexachlorocyclopentadiene	2.06	1.67	mg/kg wet	3.333		62	40-140			
Hexachloroethane	2.76	0.333	mg/kg wet	3.333		83	40-140			
Indeno(1,2,3-cd)Pyrene	2.84	0.333	mg/kg wet	3.333		85	40-140			



CERTIFICATE OF ANALYSIS

Client Name: Cherenzia & Associates, Ltd  
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ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
<b>8270C Semi-Volatile Organic Compounds</b>										
<b>Batch CI30518 - 3546</b>										
Isophorone	2.76	0.333	mg/kg wet	3.333		83	40-140			
Naphthalene	2.91	0.333	mg/kg wet	3.333		87	40-140			
Nitrobenzene	2.78	0.333	mg/kg wet	3.333		83	40-140			
N-Nitrosodimethylamine	3.40	0.333	mg/kg wet	3.333		102	40-140			
N-Nitroso-Di-n-Propylamine	2.70	0.333	mg/kg wet	3.333		81	40-140			
N-nitrosodiphenylamine	2.91	0.333	mg/kg wet	3.333		87	40-140			
Pentachlorophenol	2.91	1.67	mg/kg wet	3.333		87	30-130			
Phenanthrene	2.99	0.333	mg/kg wet	3.333		90	40-140			
Phenol	2.68	0.333	mg/kg wet	3.333		80	30-130			
Pyrene	3.27	0.333	mg/kg wet	3.333		98	40-140			
Pyridine	2.13	1.67	mg/kg wet	3.333		64	40-140			
Surrogate: 1,2-Dichlorobenzene-d4	2.74		mg/kg wet	3.333		82	30-130			
Surrogate: 2,4,6-Tribromophenol	4.58		mg/kg wet	5.000		92	30-130			
Surrogate: 2-Chlorophenol-d4	4.15		mg/kg wet	5.000		83	30-130			
Surrogate: 2-Fluorobiphenyl	2.87		mg/kg wet	3.333		86	30-130			
Surrogate: 2-Fluorophenol	3.99		mg/kg wet	5.000		80	30-130			
Surrogate: Nitrobenzene-d5	2.84		mg/kg wet	3.333		85	30-130			
Surrogate: Phenol-d6	4.16		mg/kg wet	5.000		83	30-130			
Surrogate: p-Terphenyl-d14	3.11		mg/kg wet	3.333		93	30-130			
<b>LCS Dup</b>										
1,1-Biphenyl	3.07	0.333	mg/kg wet	3.333		92	40-140	11	30	
1,2,4-Trichlorobenzene	3.19	0.333	mg/kg wet	3.333		96	40-140	13	30	
1,2-Dichlorobenzene	2.98	0.333	mg/kg wet	3.333		89	40-140	12	30	
1,3-Dichlorobenzene	2.94	0.333	mg/kg wet	3.333		88	40-140	11	30	
1,4-Dichlorobenzene	2.98	0.333	mg/kg wet	3.333		89	40-140	9	30	
2,3,4,6-Tetrachlorophenol	3.34	1.67	mg/kg wet	3.333		100	30-130	15	30	
2,4,5-Trichlorophenol	3.70	0.333	mg/kg wet	3.333		111	30-130	14	30	
2,4,6-Trichlorophenol	3.63	0.333	mg/kg wet	3.333		109	30-130	14	30	
2,4-Dichlorophenol	3.35	0.333	mg/kg wet	3.333		101	30-130	12	30	
2,4-Dimethylphenol	3.37	0.333	mg/kg wet	3.333		101	30-130	12	30	
2,4-Dinitrophenol	3.04	1.67	mg/kg wet	3.333		91	30-130	16	30	
2,4-Dinitrotoluene	3.43	0.333	mg/kg wet	3.333		103	40-140	15	30	
2,6-Dinitrotoluene	3.33	0.333	mg/kg wet	3.333		100	40-140	14	30	
2-Chloronaphthalene	2.89	0.333	mg/kg wet	3.333		87	40-140	10	30	
2-Chlorophenol	3.06	0.333	mg/kg wet	3.333		92	30-130	10	30	
2-Methylnaphthalene	3.38	0.333	mg/kg wet	3.333		101	40-140	14	30	
2-Methylphenol	3.01	0.333	mg/kg wet	3.333		90	30-130	11	30	
2-Nitroaniline	2.75	0.333	mg/kg wet	3.333		82	40-140	13	30	
2-Nitrophenol	3.40	0.333	mg/kg wet	3.333		102	30-130	14	30	
3,3'-Dichlorobenzidine	3.08	0.667	mg/kg wet	3.333		93	40-140	20	30	
3+4-Methylphenol	6.20	0.667	mg/kg wet	6.667		93	30-130	11	30	
3-Nitroaniline	3.22	0.333	mg/kg wet	3.333		96	40-140	16	30	
4,6-Dinitro-2-Methylphenol	3.22	1.67	mg/kg wet	3.333		97	30-130	14	30	
4-Bromophenyl-phenylether	3.41	0.333	mg/kg wet	3.333		102	40-140	12	30	
4-Chloro-3-Methylphenol	3.54	0.333	mg/kg wet	3.333		106	30-130	14	30	



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
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**8270C Semi-Volatile Organic Compounds**

**Batch CI30518 - 3546**

4-Chloroaniline	2.57	0.667	mg/kg wet	3.333		77	40-140	23	30	
4-Chloro-phenyl-phenyl ether	3.29	0.333	mg/kg wet	3.333		99	40-140	12	30	
4-Nitroaniline	3.38	0.333	mg/kg wet	3.333		101	40-140	13	30	
4-Nitrophenol	3.54	1.67	mg/kg wet	3.333		106	30-130	15	30	
Acenaphthene	3.20	0.333	mg/kg wet	3.333		96	40-140	13	30	
Acenaphthylene	3.02	0.333	mg/kg wet	3.333		91	40-140	12	30	
Acetophenone	3.13	0.667	mg/kg wet	3.333		94	40-140	10	30	
Aniline	2.56	0.667	mg/kg wet	3.333		77	40-140	18	30	
Anthracene	3.33	0.333	mg/kg wet	3.333		100	40-140	11	30	
Azobenzene	2.99	0.333	mg/kg wet	3.333		90	40-140	10	30	
Benzo(a)anthracene	3.46	0.333	mg/kg wet	3.333		104	40-140	13	30	
Benzo(a)pyrene	3.28	0.167	mg/kg wet	3.333		98	40-140	15	30	
Benzo(b)fluoranthene	3.23	0.333	mg/kg wet	3.333		97	40-140	8	30	
Benzo(g,h,i)perylene	3.29	0.333	mg/kg wet	3.333		99	40-140	13	30	
Benzo(k)fluoranthene	3.44	0.333	mg/kg wet	3.333		103	40-140	13	30	
Benzoic Acid	4.26	1.67	mg/kg wet	3.333		128	40-140	14	30	
Benzyl Alcohol	3.22	0.333	mg/kg wet	3.333		97	40-140	17	30	
bis(2-Chloroethoxy)methane	3.13	0.333	mg/kg wet	3.333		94	40-140	14	30	
bis(2-Chloroethyl)ether	2.92	0.333	mg/kg wet	3.333		88	40-140	9	30	
bis(2-chloroisopropyl)Ether	3.01	0.333	mg/kg wet	3.333		90	40-140	12	30	
bis(2-Ethylhexyl)phthalate	3.34	0.333	mg/kg wet	3.333		100	40-140	14	30	
Butylbenzylphthalate	3.60	0.333	mg/kg wet	3.333		108	40-140	13	30	
Carbazole	3.24	0.333	mg/kg wet	3.333		97	40-140	11	30	
Chrysene	3.53	0.167	mg/kg wet	3.333		106	40-140	8	30	
Dibenzo(a,h)Anthracene	3.06	0.167	mg/kg wet	3.333		92	40-140	10	30	
Dibenzofuran	3.24	0.333	mg/kg wet	3.333		97	40-140	13	30	
Diethylphthalate	3.39	0.333	mg/kg wet	3.333		102	40-140	13	30	
Dimethylphthalate	3.26	0.333	mg/kg wet	3.333		98	40-140	12	30	
Di-n-butylphthalate	3.41	0.333	mg/kg wet	3.333		102	40-140	12	30	
Di-n-octylphthalate	3.64	0.333	mg/kg wet	3.333		109	40-140	13	30	
Fluoranthene	3.29	0.333	mg/kg wet	3.333		99	40-140	13	30	
Fluorene	3.30	0.333	mg/kg wet	3.333		99	40-140	12	30	
Hexachlorobenzene	3.37	0.167	mg/kg wet	3.333		101	40-140	12	30	
Hexachlorobutadiene	3.43	0.333	mg/kg wet	3.333		103	40-140	11	30	
Hexachlorocyclopentadiene	2.27	1.67	mg/kg wet	3.333		68	40-140	10	30	
Hexachloroethane	2.99	0.333	mg/kg wet	3.333		90	40-140	8	30	
Indeno(1,2,3-cd)Pyrene	3.24	0.333	mg/kg wet	3.333		97	40-140	13	30	
Isophorone	3.12	0.333	mg/kg wet	3.333		94	40-140	12	30	
Naphthalene	3.30	0.333	mg/kg wet	3.333		99	40-140	12	30	
Nitrobenzene	3.13	0.333	mg/kg wet	3.333		94	40-140	12	30	
N-Nitrosodimethylamine	3.87	0.333	mg/kg wet	3.333		116	40-140	13	30	
N-Nitroso-Di-n-Propylamine	2.95	0.333	mg/kg wet	3.333		88	40-140	9	30	
N-nitrosodiphenylamine	3.24	0.333	mg/kg wet	3.333		97	40-140	11	30	
Pentachlorophenol	3.33	1.67	mg/kg wet	3.333		100	30-130	13	30	
Phenanthrene	3.36	0.333	mg/kg wet	3.333		101	40-140	12	30	



CERTIFICATE OF ANALYSIS

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Quality Control Data**

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
<b>8270C Semi-Volatile Organic Compounds</b>										
<b>Batch CI30518 - 3546</b>										
Phenol	3.05	0.333	mg/kg wet	3.333		91	30-130	13	30	
Pyrene	3.62	0.333	mg/kg wet	3.333		108	40-140	10	30	
Pyridine	2.41	1.67	mg/kg wet	3.333		72	40-140	12	30	
Surrogate: 1,2-Dichlorobenzene-d4	2.92		mg/kg wet	3.333		87	30-130			
Surrogate: 2,4,6-Tribromophenol	5.03		mg/kg wet	5.000		101	30-130			
Surrogate: 2-Chlorophenol-d4	4.36		mg/kg wet	5.000		87	30-130			
Surrogate: 2-Fluorobiphenyl	3.13		mg/kg wet	3.333		94	30-130			
Surrogate: 2-Fluorophenol	4.28		mg/kg wet	5.000		86	30-130			
Surrogate: Nitrobenzene-d5	3.19		mg/kg wet	3.333		96	30-130			
Surrogate: Phenol-d6	4.53		mg/kg wet	5.000		91	30-130			
Surrogate: p-Terphenyl-d14	3.33		mg/kg wet	3.333		100	30-130			

Classical Chemistry

<b>Batch CI30621 - General Preparation</b>										
<b>Reference</b>										
Flashpoint	82		°F	81.00		101	98.15-101.85			
<b>Batch CI30624 - General Preparation</b>										
<b>Blank</b>										
Reactive Cyanide	ND	2.0	mg/kg							
Reactive Sulfide	ND	2.0	mg/kg							
<b>LCS</b>										
Reactive Cyanide	3.8	2.0	mg/kg	100.3		4	0.68-5.41			
Reactive Sulfide	0.1	2.0	mg/kg	10.00		1	0-44			



*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd

Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**Notes and Definitions**

- Z-10 Soil pH measured in water at 23.4 °C.
- U Analyte included in the analysis, but not detected
- S+ Surrogate recovery(ies) above upper control limit (S+).
- Q Calibration required quadratic regression (Q).
- J Reported between MDL and MRL; Estimated value.
- ICV Initial Calibration Verification recovery is outside of control limit (ICV).
- EL Elevated Method Reporting Limits due to sample matrix (EL).
- D+ Relative percent difference for duplicate is outside of criteria (D+).
- D Diluted.
- C+ Continuing Calibration recovery is above upper control limit (C+).
- C- Continuing Calibration recovery is below lower control limit (C-).
- B+ Blank Spike recovery is above upper control limit (B+).
- > Greater than.
- ND Analyte NOT DETECTED at or above the MRL (LOQ), LOD for DoD Reports, MDL for J-Flagged Analytes
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference
- MDL Method Detection Limit
- MRL Method Reporting Limit
- LOD Limit of Detection
- LOQ Limit of Quantitation
- DL Detection Limit
- I/V Initial Volume
- F/V Final Volume
- § Subcontracted analysis; see attached report
- 1 Range result excludes concentrations of surrogates and/or internal standards eluting in that range.
- 2 Range result excludes concentrations of target analytes eluting in that range.
- 3 Range result excludes the concentration of the C9-C10 aromatic range.
- Avg Results reported as a mathematical average.
- NR No Recovery
- [CALC] Calculated Analyte
- SUB Subcontracted analysis; see attached report



*CERTIFICATE OF ANALYSIS*

*CERTIFICATE OF ANALYSIS*

Client Name: Cherenzia & Associates, Ltd  
Client Project ID: Louttit Laundry - 93 Cranston Street

ESS Laboratory Work Order: 1309052

**ESS LABORATORY CERTIFICATIONS AND ACCREDITATIONS**

**ENVIRONMENTAL**

Department of Defense (DoD) Environmental Laboratory Accreditation Program (ELAP)

A2LA Accredited: Testing Cert# 2864.01  
<http://www.a2la.org/scopepdf/2864-01.pdf>

Rhode Island Potable and Non Potable Water: LAI00179  
<http://www.health.ri.gov/labs/waterlabs-instate.php>

Connecticut Potable and Non Potable Water, Solid and Hazardous Waste: PH-0750  
[http://www.ct.gov/dph/lib/dph/environmental\\_health/environmental\\_laboratories/pdf/OutofStateCommercialLaboratories.pdf](http://www.ct.gov/dph/lib/dph/environmental_health/environmental_laboratories/pdf/OutofStateCommercialLaboratories.pdf)

Maine Potable and Non Potable Water, and Solid and Hazardous Waste: RI0002  
[http://www.maine.gov/dep/blwq/topic/vessel/lab\\_list.pdf](http://www.maine.gov/dep/blwq/topic/vessel/lab_list.pdf)

Massachusetts Potable and Non Potable Water: M-RI002  
<http://public.dep.state.ma.us/labcert/labcert.aspx>

New Hampshire (NELAP accredited) Potable and Non Potable Water, Solid and Hazardous Waste: 2424  
<http://www4.egov.nh.gov/des/nhelap/namesearch.asp>

New York (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: 11313  
<http://www.wadsworth.org/labcert/elap/comm.html>

New Jersey (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: RI006  
[http://datamine2.state.nj.us/dep/DEP\\_OPRA/](http://datamine2.state.nj.us/dep/DEP_OPRA/)

United States Department of Agriculture Soil Permit: S-54210

Maryland Potable Water: 301  
[http://www.mde.state.md.us/assets/document/WSP\\_labs-2009apr20.pdf](http://www.mde.state.md.us/assets/document/WSP_labs-2009apr20.pdf)

**CHEMISTRY**

A2LA Accredited: Testing Cert # 2864.01  
Lead in Paint, Phthalates, Lead in Children's Metals Products (Including Jewelry)  
<http://www.A2LA.org/dirsearchnew/newsearch.cfm>

CPSC ID# 1141  
Lead Paint, Lead in Children's Metals Jewelry  
<http://www.cpsc.gov/cgi-bin/labapplist.aspx>

**Sample and Cooler Receipt Checklist**

Client: Cherenzia And Associates LTD  
Client Project ID: \_\_\_\_\_  
Shipped/Delivered Via: ESS Courier

ESS Project ID: 13090052  
Date Project Due: 9/11/13  
Days For Project: 5 Day

**Items to be checked upon receipt:**

- |   |                               |   |   |
|---|-------------------------------|---|---|
| 1. Air Bill Manifest Present?   | <input type="checkbox"/> * No | 10. Are the samples properly preserved?   | <input type="checkbox"/> Yes  |
| Air No.:  |                               | 11. Proper sample containers used?        | <input type="checkbox"/> Yes  |
| 2. Were Custody Seals Present?  | <input type="checkbox"/> No   | 12. Any air bubbles in the VOA vials?     | <input type="checkbox"/> N/A  |
| 3. Were Custody Seals Intact?   | <input type="checkbox"/> N/A  | 13. Holding times exceeded?               | <input type="checkbox"/> No   |
| 4. Is Radiation count < 100 CPM?  | <input type="checkbox"/> Yes  | 14. Sufficient sample volumes?            | <input type="checkbox"/> Yes  |
| 5. Is a cooler present?   | <input type="checkbox"/> Yes  | 15. Any Subcontracting needed?            | <input type="checkbox"/> No   |
| Cooler Temp: <u>5.9</u>   |                               | 16. Are ESS labels on correct containers? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Iced With: <u>Ice</u>   |                               | 17. Were samples received intact?         | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Was COC included with samples?   | <input type="checkbox"/> Yes  | ESS Sample IDs: _____                     |   |
| 7. Was COC signed and dated by client?  | <input type="checkbox"/> Yes  | Sub Lab: _____                            |   |
| 8. Does the COC match the sample  | <input type="checkbox"/> Yes  | Analysis: _____                           |   |
| 9. Is COC complete and correct?   | <input type="checkbox"/> Yes  | TAT: _____                                |   |
| 18. Was there need to call project manager to discuss status? If yes, please explain. |                               |   |   |
| _____   |                               |   |   |
| _____   |                               |   |   |

Who was called?: \_\_\_\_\_ By whom? \_\_\_\_\_

Sample Number	Properly Preserved	Container Type	# of Containers	Preservative
1	Yes	40 ml - VOA	1	MeOH
1	Yes	8 oz Soil Jar	2	NP
2	Yes	40 ml - VOA	1	MeOH

Completed By: [Signature]  
Reviewed By: [Signature]

Date/Time: 9/4/13 1502  
Date/Time: 9/4/13 13:02





February 11, 2016

Don Gralnek, Executive Director  
Providence Redevelopment Agency  
444 Westminster Street, Suite 3A  
Providence, RI 02903

RE: Former Louttit Laundry Property, 93 Cranston Street, Providence (ST-28254)

Dear Mr. Gralnek:

This office has received and reviewed a Corrective Action Plan (CAP) for the above-referenced property. The CAP was prepared by Cherenzia & Associates and received on December 23, 2015. The CAP is approved with the following conditions:

1. This office be notified within 72 hours of the start of any excavation activities outline in the CAP.
2. Contaminated soils are to be properly managed if stored onsite before disposal. This includes being stored on and covered with poly sheeting and runoff controls. Since this location is near a school, fencing should be considered.
3. Contaminated soils cannot remain stockpiled any longer than 30 days after excavation.
4. A summary report of the CAP excavation activities, including proper soil disposal is to be submitted within 30 days after excavation is complete.
5. This office be notified within 72 hours of any transfer of property title for this property.
6. This approval expires on February 11 2017.

All subsequent reports **must** include this site's leaking tank identification number to assist with efficient review: ST-28254.

Please feel free to contact me with any questions at 222-2797, ext 7118.

Sincerely,

Michael Cote

Digital copy: T. Regan, Cherenzia & Associates

## PURCHASE AND SALE AGREEMENT

1. **SALES AGREEMENT:** This agreement (the "Agreement") is made by and between the Providence Redevelopment Agency, a municipal redevelopment agency duly organized and existing under the laws of the State of Rhode Island and Section 1108 of the Providence Home Rule Charter of 1980, as amended ("Seller"), with its principal office located at 444 Westminster Street, Providence, Rhode Island, and Bourne Avenue Capital Partners LLC, its assigns or nominees, a Rhode Island limited liability company ("Buyer"), with a mailing address of 293 Bourne Avenue, Rumford, RI 02916. The Seller agrees to SELL and the Buyer to BUY, upon the price and terms below, the following property located at 93-97 Cranston Street, 36 Thomas P Whitten Way, 16 Thomas P Whitten Way, and 22 Thomas P Whitten Way, all located in Providence, Rhode Island, and further identified as Lots 505, 504, 193 and 194 on Assessor's Plat 29 in the records of the Tax Assessor of the said City of Providence, and more particularly described in Exhibit A attached hereto (the "Property"). This Agreement is subject to such conditions and requirements as are generally applicable to the conveyance of property owned by Seller.

2. **DATE OF THIS AGREEMENT:** For purposes of calculating dates herein that run from the "Date of this Agreement", the Date of this Agreement shall be the date on which Seller signs the Agreement, as set forth next to the Seller's signature below.

If Seller signs this Agreement first, then this Agreement shall not be binding upon Seller unless and until Buyer has signed the Agreement and delivered the signed Agreement to Seller. Until then, Seller may rescind its signature, and thus cancel this Agreement, with the same force and effect as though this Agreement never existed, by giving written notice of such rescission to Buyer.

If Buyer signs this Agreement first, then, in consideration of Seller's time, efforts, and expense to have prepared this Agreement and presented same to Buyer, Seller shall have a period of ten (10) days, following receipt of Buyer's signature, during which it may, if it so elects in its sole discretion, sign this Agreement and return a copy of same to Buyer, and during such time period Buyer may not rescind or cancel its signature. Seller may also sign and return this Agreement to Buyer after such ten (10) day period, and in such event this Agreement shall be binding upon delivery of such signature, provided that Buyer did not rescind its signature by a written notice to Seller delivered after said ten (10) day period.

3. **PURCHASE PRICE:** The Purchase Price for the Property is: One Hundred Thousand Dollars (\$100,000.00).

4. **CLOSING DATE/PLACE:** Closing is to be held on the date that is five (5) days following the later to occur of (a) all outstanding real estate taxes owed on the Property having been abated by the City Council for the City of Providence, and (b) all requirements for the Property to be developed using HOME funds having been met. Notwithstanding the foregoing, in no event shall the Closing occur later than December 31, 2016. The Closing shall occur at the office of Seller, or at such other time and place as may be agreed to by the parties. The Purchase Price shall be paid made to order as directed by the Seller's closing agent and payable by

certified check, wire transfer and/or bank check (provided however that the parties hereto acknowledge that the Closing shall be delayed by however many days as may be necessary for funds provided by bank check or certified check to clear). Payment of the Purchase Price and delivery of deed shall occur at the Closing.

5. **DEPOSIT**: The parties acknowledge that, prior to the execution of this Agreement, Five Thousand Dollars (\$5,000.00) (the "Deposit") has been tendered to the Seller from the Buyer to be held in escrow by Seller. The Deposit shall be applicable to the Purchase Price, but otherwise non-refundable, except in the event of a Seller default. In addition, Buyer has paid \$7,500.00 to Seller, together with the Deposit (the "Initial Attorneys Fees Contribution"), and will pay an additional \$7,500.00 to Seller at Closing, as a contribution towards Seller's legal costs. The remainder of Seller's legal costs shall be paid for by Seller.

6. **CONTINGENCIES**: Without limiting any other provision of this Agreement, this Agreement is not contingent upon Buyer's satisfaction with any reports, investigations or other due diligence which Buyer may perform with respect to the Property (all such due diligence activities shall be undertaken by Buyer pursuant to a separate Site Access Agreement previously entered into by Buyer and Seller). Notwithstanding anything contained herein to the contrary, this Agreement is expressly contingent upon, and shall not be binding upon either party unless and until, all federal requirements concerning the allocation of HOME funds for the development of the Property have been complied with.

7. **INSURANCE/RISK OF LOSS**: The Seller is not obligated to keep the Property insured until the delivery of the deed against any loss or casualty.

8. **FIXTURES/PERSONAL PROPERTY**: Included in this sale as part of the Property are the buildings, structures and improvements now thereon, if any, but not any personal property located on the Property which does not constitute fixtures belonging to Property and/or used in connection therewith, unless Seller elects to include all personal property in the sale. Such improvements and personal property, if any, as contemplated by this Agreement are being sold and transferred in "AS-IS," "WHERE-IS" and "WITH-ALL-FAULTS" AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER.

9. **TITLE**: Seller makes no covenants or warranties as to title whatsoever, and Buyer agrees to accept a Bargain and Sale deed from the Seller as full performance of Seller's obligations hereunder and in consideration of payment of the Purchase Price in full. Buyer may conduct or cause to be conducted, an examination of title to the Property at Buyer's sole expense prior to the Closing. Buyer shall notify Seller in writing of any defects in the title that would reasonably interfere with Buyer's intended use of the Property and that are disclosed by such examination (the "Objections") within thirty (30) days of the date of this Agreement. Seller may, at Seller's sole discretion, elect to remove or otherwise address such Objections, in which event Seller will notify Buyer of such decision in writing within ten (10) days after receipt of Buyer written title objection notice. However, Seller has absolutely no obligation to remove or otherwise address such Objections. If Seller has not sent such written notice to Buyer within such ten (10) day period then Seller shall be deemed to have elected not to remove or otherwise address any such Objections. If Seller elects not to remove or otherwise address any such

Objections then Buyer shall have the option to: (a) accept such title as Seller is able or willing to convey without abatement or reduction of the Purchase Price; or (b) cancel this Agreement by written notice to Seller prior to the Closing, whereupon this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder. The Property will be conveyed to the Buyer by a bargain and sale deed from the Seller, conveying all of Seller's interest, if any, in and to the Property, and excepting any easements, restrictions or other encumbrances of any kind, whether of record or otherwise, and all municipal regulations, and containing any restrictions, covenants, good faith deposits, and/or reverters as may be set forth in the Bargain and Sale Deed attached hereto (including without limitation the Agreement Regarding Covenants, Conditions and Restrictions attached thereto). Notwithstanding anything contained herein to the contrary, Seller shall cause the release of any liens voluntary incurred by the Seller and secured by the Property on or prior to Closing, as well as any Objections Seller has agreed to cure prior to Closing pursuant to the process set forth above. Notwithstanding anything contained herein to the contrary, it shall be a condition to Buyer's obligation to close hereunder that Seller be able to deliver insurable title to the Property. If Seller can not deliver insurable title to the Property at Closing, then Buyer shall have the option to either (a) accept such title as Seller is able or willing to convey without abatement or reduction of the Purchase Price; or (b) cancel this Agreement by written notice to Seller prior to the Closing, whereupon the Deposit and Initial Attorneys Fees Contribution paid by Buyer shall be returned to Buyer and this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder.

10. **TAXES, ADJUSTMENTS, OTHER ASSESSMENTS:**

(a) Real Estate Taxes: Seller shall convey the Property free and clear of any delinquent real estate taxes. Notwithstanding anything in this Agreement to the contrary, Seller may satisfy the foregoing requirement by electing to either (a) extend the Closing date until such time that Seller has been able to clear the title of any such delinquent real estate taxes, or (b) pay such taxes (or have the same abated) within six months following the Closing. Real estate taxes for then current tax period shall be adjusted at the Closing between Seller and Buyer in accordance with customary Rhode Island conveyancing procedure.

(b) Adjustments: Rents, fuels, water charges and sewerage charges, if any, shall be apportioned as of the date of the delivery of the deed.

(c) Assessments: Except as provided above regarding real estate taxes, all assessments which constitute a lien on the Property shall be paid or assumed by the Buyer.

(d) Recording Fees/Documentary Stamps/Transaction Costs (including without limitation Seller's attorney's fees): All recording fees (except for recording fees in connection with the Seller recording any discharges, releases, or other documents necessary to deliver title to the Property in accordance with the terms of this Agreement, which recording fees shall be paid by the Seller), transfer taxes, documentary stamps, brokerage commissions, and other transaction costs associated with the transaction contemplated herein shall be paid by Buyer at Closing.

11. **RESTRICTIONS OR LEGISLATIVE/GOVERNMENTAL ACTION:** Buyer is responsible for investigating whether there are any restrictions or legislative/governmental actions, present or proposed, which affect or would affect the use of the Property. Without limiting the foregoing, if any restrictions or legislative/governmental action, rules, laws, or regulations affect Seller's capacity or authority to perform the conveyance of the Property then Seller may, at its election, extend the closing for up to ninety (90) days (upon providing Buyer with notice of its intent to do the same). If those matters affecting the conveyance of the Property are not resolved within said ninety (90) days then this Agreement may be cancelled by either party by written notice prior to the Closing, whereupon the Deposit paid by Buyer shall be returned to Buyer and this Agreement shall become void and unenforceable and neither party shall have any further obligation to the other hereunder.

12. **FOREIGN INVESTMENT IN REAL PROPERTY ACT ("FIRPTA"):** The Seller represents that the Seller is not a foreign person or foreign corporation as defined in FIRPTA and according, that the Buyer will not be required to comply with the withholding requirements of FIRPTA at the closing.

13. **"AS-IS" SALE:** The Property is being sold in "AS-IS" condition, including, without limitation it's "AS-IS" condition as to the environmental condition and physical condition of the Property; any and all title, survey, zoning, subdivision, and other legal and/or physical conditions or attributes of the Property (including the use, occupancy and possession of the Property), and Buyer represents that it has not relied on any representation of the Seller or any of Seller's employees, agents, or representatives, oral or otherwise, as to the character or quality of the Property. Possession of the Property, subject to the rights (if any) of all tenants, occupants and personal possessions (except as may be included pursuant to the terms of Section 8 above) is to be delivered to the Buyer at the time of delivery of the deed. At closing, the Property is to be conveyed in the same condition in which it now is, casualty damage excepted, except for reasonable use and wear.

14. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING:** At the Closing, Seller shall deliver the Bargain and Sale Deed in the form attached hereto as Exhibit B and, if applicable, a non-foreign affidavit executed by Seller, containing such information as is required by Internal Revenue Code and the regulations thereunder.

15. **DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING:** At the Closing Buyer shall deliver to the Seller the Purchase Price, by wire transfer, or in the form of a bank check of a Rhode Island bank or credit union or by check certified by a Rhode Island bank or credit union (subject to the provisions of Section 4 herein), an executed counterpart of the deed (including without limitation the Agreement Regarding Covenants, Conditions and Restrictions attached thereto), and such other instruments and documents as are reasonable and/or customarily provided by purchasers in transactions such as the one contemplated herein.

16. **NOTICES:** All notices as required in this Agreement shall be in writing. All notices are to be conveyed by certified mail, return receipt requested, personal delivery, electronic mail or fax. Notices shall be effective when post marked, upon personal delivery, or upon fax or electronic mail transmittal date. Notices to the Seller shall be sent or delivered to the

Seller to the attention of its Executive Director, Donald Gralnek, at the address set forth in Section 1 of this Agreement, with a copy to Seller's attorney, whose mailing address is: DarrowEverett LLP, One Turks Head Place, Suite 1200, Providence, Rhode Island 02903, Attn: Zachary G. Darrow, Esq. Notices to the Buyer shall be sent or delivered to the address set forth in Section 1 of this Agreement, with a copy to Buyer's attorney, whose mailing address is: NA (fill in Buyer's attorney information or if left blank or "NA" then Buyer elects not to be represented by an attorney). Attorneys may give notice on behalf of their client.

17. **DEFAULT**: Upon default by the Buyer or the Seller in the performance of this Agreement, the non-defaulting party may terminate this Agreement by written notice to the defaulting party, and shall be entitled to retain the Deposit, as its sole and exclusive remedy and this Agreement shall thereupon become void and of no further force or effect whatsoever. To be clear, the only instance where Buyer may be entitled to a return of the Deposit or Extension Fee, if applicable, is in the event of a Seller default.

18. **ASSIGNMENT AND SURVIVORSHIP**: This Agreement may not be assigned by either party without written consent of the other, in the other's sole and absolute discretion, and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement may be assigned to any entity controlled by, controlling, or under common control with Buyer, without first obtaining Seller's consent, provided Buyer notify Seller at least three (3) business days prior to such assignment. In all events, no assignment shall release Buyer from its obligations hereunder.

19. **CONSTRUCTION OF AGREEMENT; MEASURING PERIOD**: This Agreement may be executed in one or more counterparts and each shall be deemed to be an original. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. All references to time periods shall be counted in calendar days. Facsimile and/or .pdf signatures shall be binding as originals. If the end of any time period herein, or if any specified date, falls on a weekend or national or Rhode Island holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter.

20. **NO RECORDING**: This Agreement may not be recorded in the Land Evidence Records of the City of Providence. In the event Buyer records or causes this Agreement to be recorded in violation of the foregoing prohibition, the Buyer, at Seller's election at any time thereafter, shall be deemed in default hereunder entitling the Seller to the remedies provided herein for the Buyer's default including, without limitation, the right to retain the Deposit.

21. **GOVERNING LAW**: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Rhode Island and the Code of Ordinances of the City of Providence.

22. **WAIVERS AND EXTENSIONS**: No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

23. **BROKERS**: Buyer and Seller each represent and warrant to the other that they have not dealt with any brokers or real estate sale persons with respect to the transaction contemplated by this Agreement, and that no person is entitled to claim a commission or other fee in connection with the transaction contemplated herein, except for NA (fill in broker's information or if left blank or "NA" then Buyer represents there is no broker associated with this transaction). Buyer and Seller further agree to indemnify and hold harmless the other party and its respective successors and assigns against and from all claims, losses, liabilities and expenses including attorney's fees arising out of any claim by any brokers, consultants, finders or like agents, which are based upon alleged dealings with said parties. The provisions of this action shall survive the closing.

24. **ENTIRE AGREEMENT**: We, the parties hereto, each declare that this instrument contains the entire Agreement between us, subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

25. **DEVELOPMENT OF THE PROPERTY**: At least thirty (30) days prior to Closing, Buyer shall submit to Seller, for Seller's consent in its sole but reasonable discretion, plans and specifications (including so-called "Land Development Plans" sufficient for Buyer's use in connection with a Major Land Development Project in the City of Providence), together with conceptual drawings and a description of Buyer's intended use and development of the Property (the "Development Plans"). Seller may refuse to consent to the Development Plans on the following grounds: (i) the development of the Property depicted in said Development Plans does not conform with the requirements of this Agreement or the redevelopment plan in effect for the area where the Property is located, or (ii) the Development Plans are incomplete. If Seller fails to consent to said Development Plans, Seller shall provide Buyer with a notice within ten (10) days of its receipt of the same setting forth with reasonable specificity the reason(s) for such disapproval and, within ten (10) days following Buyer's receipt of the same, Buyer shall submit revised Development Plans for Seller's approval. Said process shall continue until the Development Plans have been approved by Seller. The development described in the approved Development Plans shall be incorporated into the definition of "Building" as well as into the restrictions on the Property's use set forth in the Agreement Regarding Covenants, Conditions and Restrictions attached to the Deed attached hereto.

*[Signature page follows]*

WITNESS the signatures of the above parties on the date(s) set forth below.

SELLER:

BUYER:

Providence Redevelopment Agency

Bourne Avenue Capital Partners

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Title:

Title:

Date Signed: \_\_\_\_\_, 20\_\_

Date Signed: \_\_\_\_\_, 20\_\_

**Exhibit A**

**Legal Description**

**Exhibit B**

**Form of Deed**

**BARGAIN AND SALE DEED**

KNOW ALL MEN BY THESE PRESENTS, that this Deed is made on this \_\_\_ day of \_\_\_\_\_ 20\_\_ by and between PROVIDENCE REDEVELOPMENT AGENCY (hereinafter referred to as the "Grantor"), a public body, corporate and politic, established pursuant to the laws of the State of Rhode Island, and Bourne Avenue Capital Partners (hereinafter the "Grantee"), and for and in consideration of the sum of One Hundred Thousand Dollars (\$100,000.00) paid by the Grantee to the Grantor, the receipt of which sum from the Grantee is hereby acknowledged by the Grantor, and for and in consideration of the observance and performance by the Grantee, and its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, of the covenants and agreements herein contained, the Grantor does, by this Deed, grant, bargain, sell and convey unto the Grantee and its successors and assigns, under and subject to the covenants and agreements herein contained, any and all of the right, interest and title Grantor may have in and to the real property described in Exhibit A (herein referred to as the "Property"), if any, situated in Providence, Rhode Island. This conveyance is made subject to the following:

A. The applicable building and zoning laws and regulations;

B. Any and all matters affecting the Property, including without limitation any redevelopment plan (a such term is defined in R.I.G.L. §45-31-8) affecting the Property, whether of record or otherwise; and

C. Those matters set forth in the Agreement Regarding Covenants, Conditions and Restrictions attached to this deed as Exhibit B, the terms of which are hereby incorporated by reference.

TO HAVE AND TO HOLD the Property, subject to the above restrictions, encumbrances and exceptions and to the covenants and agreements herein contained forever. This conveyance is such that no RIGL 44-30-71.3 withholding is required; The Grantor is a public body, corporate and politic, established under the General Laws of the State of Rhode Island.

*[Signature page follows]*

IN WITNESS WHEREOF said PROVIDENCE REDEVELOPMENT AGENCY has caused its official seal to be hereunto affixed and these presents to be executed by Donald Gralnek, its Executive Director, thereunto duly authorized, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

PROVIDENCE REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name:  
Title:

STATE OF RHODE ISLAND ) SS  
COUNTY OF PROVIDENCE )

In the City of Providence, in said County and State, on the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared the above named \_\_\_\_\_, to me known and known by me to be the \_\_\_\_\_ of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

To Bargain & Sale Deed

[Legal description]

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT "B"

### To Bargain and Sale Deed

#### Agreement Regarding Covenants, Conditions and Restrictions

The conveyance set forth in the deed to which this exhibit is attached is expressly made subject to, and conditioned upon, the covenants, conditions and restrictions set forth herein (the "Deed Restrictions"), all of which are hereby agreed to and consented to by Grantor and Grantee. The Deed Restrictions (i) shall run with the Property and shall encumber the Property, and shall be binding upon Grantee and its heirs, transferees, successors and assigns, and (ii) are not merely a personal covenant of the Grantee. The Grantee hereby agrees that any and all requirements of the laws of the State of Rhode Island required to be satisfied in order for the provisions of the Deed Restrictions to become effective and constitute a deed restriction and covenant running with the Property are deemed to be satisfied in full, and that any requirements of privity of estate are deemed satisfied or, in the alternative, that an equitable servitude has been created to insure that the Deed Restrictions run with the Property.

#### I. Definitions

"Building" means a new (i.e., good workmanship, contemporary design, and new and high quality materials) building on the Property to be constructed by Grantee containing \_\_\_\_\_ [Pursuant to Section 25 of the Agreement, details concerning the Building and its use shall be filled in prior to Closing, based upon Grantee's intended use of the Property, as consented to by Grantor];

"Commence Substantial Construction" means that Grantee has delivered to Grantor a certificate from a third party Rhode Island civil engineer certifying that (i) all "Permits and Approvals" (i.e., all required permits and approvals necessary to complete the Project, from all applicable local, state and federal [if applicable] authorities with competent jurisdiction, including without limitation the building permit) have been obtained (with all appeal periods having lapsed with no appeal having been taken, or, if taken, then satisfactorily resolved), and (ii) actual, material vertical construction work on the Building has commenced;

"Completion" (and related terms such as "Completed") means, with respect to the Project, that Grantee has secured a Certificate of Occupancy for the Building and for the site work (which may be a temporary certificate of occupancy);

"Development Plans" means so-called "Land Development Plans" sufficient for Grantee's use in connection with an application for a Major Land Development Project in the City of Providence for the development of the Premises and construction of the Project. The Development Plans shall comply with all applicable laws, rules and regulations, including without limitation zoning ordinances, and any Redevelop Plan in effect for the area where the Property is located;

"Hazardous Substances" means any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, local or regional authority, or which is known to pose a hazard to health and safety;

“Premises” means the Property, together with all improvements now or hereafter located thereon; and

“Project” means the construction (i.e., Completion of construction such that the Property can be used for its Permitted Uses [defined below], and the issuance of at least a temporary Certificate of Occupancy) of the Building;

“Unavoidable Delay” means any fire or other casualty, national emergency, emergency new governmental or municipal laws or restrictions, enemy action, civil commotion, strikes or lockouts (not caused by or arising out of the acts of Grantee), inability to obtain labor or materials in connection with an emergency or national crisis, war or national defense pre-emptions, acts of God, energy shortages or other similar causes beyond the reasonable control of the Grantee (other than inability to obtain or make payment of money). Any delay in the satisfaction of the Grantee’s applicable obligation, to the extent actually caused by any of the foregoing events, is referred to as an “Unavoidable Delay”, and the time or time limit for such performance (other than an obligation requiring the payment of a sum of money), including without limitation, the time to Commence Substantial Construction and Complete the Project, shall be extended for a period equal to the period of any such Unavoidable Delay, provided Grantee notify Grantor in writing of the existence and nature of any Unavoidable Delay within thirty (30) days after the onset of any such Unavoidable Delay. The Grantee shall keep the Grantor informed, in writing, of all further developments concerning any such Unavoidable Delay; and

## **II. Covenants and Restrictions**

2.1 Use of the Premises. From and after the date of the deed until the date that is fifteen (15) years following the Grantee’s Completion of the Project, the Property shall be used exclusively as a \_\_\_\_\_ [Pursuant to Section 25 of the Agreement, details concerning restrictions on the Property’s use shall be filled in prior to Closing] (and related accessory or ancillary uses customarily associated therewith and used in conjunction therewith) (the “Permitted Uses”), in conformance with applicable zoning and any other applicable laws as well as any redevelopment plans in effect with respect to the Property.

2.2 Construction of the Project. The parties hereto acknowledge and agree that the Grantee’s agreement to develop the Premises in accordance with the terms of this deed (which, to be clear, includes the terms set forth in this agreement regarding covenants, conditions and restrictions) is a material inducement to Grantor agreeing to sell the Premises to Grantee. The parties recognize that the Grantee, and not the Grantor, shall have full responsibility for the development of the Project, including the necessity of obtaining all Permits and Approvals. Following the date of this deed, Grantee shall work diligently and in good faith to obtain all Permits and Approvals necessary to construct the Project. Subject to Unavoidable Delay, Grantee shall obtain all Permits and Approvals (with all appeal periods having lapsed with no appeal having been taken, or, if taken, then satisfactorily resolved) by September 14, 2016, and subject to Unavoidable Delays, shall Commence Substantial Construction of the Project within six months thereafter. The Grantee shall be entitled to reasonable extensions to this commencement date, not to exceed one hundred eighty (180) days, as long as Grantee shows diligent efforts in

the development process. Thereafter, Grantee shall work diligently and continuously to Complete construction of the Project in accordance with the Development Plans and all applicable laws, rules and regulations, including without limitation zoning ordinances. Promptly following Grantee's Completion of the Project in accordance with the terms hereof Grantor shall, if Grantee so desires and requests of Grantor in writing, furnish Grantee with a "Certificate of Completion" in recordable form, which Certificate of Completion shall be deemed a conclusive determination of Grantee's satisfaction of the covenants of this Deed with respect to the obligation of Grantee to construct the Project.

2.3 Development Plans. Grantee shall prepare and submit Development Plans to the City Plan Commission ("CPC") for approval, in accordance with current zoning requirements. All Development Plans (including without limitation any amendments thereto or modifications thereof) shall be delivered to the Grantor simultaneously with their submission to the CPC, so that the Grantor can remain informed, and any material modifications to the Development Plans shall also be delivered to the Grantor, until such time as the Project shall be Completed. Without limiting the foregoing, Grantee shall, upon request by Grantor, periodically present its design and development plans to Grantor's board.

2.4 Prohibition Against Transfer. Prior to issuance of the Certificate of Occupancy, Grantee shall not sell, assign, convey, lease or transfer to anyone (i) the Premises, or any part or interest thereof, (ii) any interest in the legal entity that constitutes the Grantee, or contract or agree to do any of the same, without the prior written approval of Grantor, except as otherwise permitted in this deed, which approval may be withheld in Grantor's sole and absolute discretion. Without limiting the foregoing, for a period of fifteen (15) years following the Completion of the Project (or, if the Project is not Completed, for the maximum period permitted by law, the "Tax Exempt Restriction Period"), in no event shall any party that would be exempt from having to pay real property taxes be treated as the property owner for the purposes of taxation, and Grantee hereby acknowledges, covenants and agrees, for itself and its successors and assigns, that neither it nor its successors or assigns shall convey any interest in the Premises (whether directly or indirectly) to a tax-exempt entity that under applicable law would not be required to pay real property taxes in connection with the Premises (or any portion thereof), unless such entity either (a) enters into an agreement with the City of Providence (the "City") agreeing to remit payments to the City for such period of time as said entity owns the Premises in such amounts and at such times as would otherwise be due and payable were the Premises not owned by such a tax-exempt entity, or (b), if greater, agrees to make such payments to the City as are required pursuant to any existing agreement between such tax-exempt entity and the City. Grantor and the City shall be a third party beneficiary of any such agreement. To be clear, pursuant to the foregoing, during the Tax Exempt Restriction Period, no entity that is tax-exempt may lease the Premises or any portion thereof for such period of time (currently 10 or more years) that it may, under Rhode Island General Laws 44-4-6, as same may be amended from time to time, or any substitute statute thereto, be treated as the owner of the Premises (or applicable portion thereof) for purposes of paying real estate taxes.

2.5 Mortgagors Not Obligated to Construct. Notwithstanding any of the provisions of this Deed, the bona fide third party institutional holder of any mortgage secured by the Premises shall not be obligated by this deed to construct the Project as provided herein. However, any other party who thereafter obtains title to the Premises (or part thereof) from or through such

holder or any other grantee at foreclosure sale other than the holder of the mortgage itself shall be obligated by the requirements of this deed to construct the Project.

2.6 Environmental Matters. Grantee hereby:

(1) releases and holds harmless (but does *not* indemnify) Grantor with respect to any liability whatsoever relating to Hazardous Substances on, at, under or around (i.e., having migrated from) the Premises or the improvements thereon, as of the day before the date of this Deed, and that were caused by either Grantor or the City of Providence, and

(2) releases, holds harmless *and* indemnifies (including duty to defend) Grantor and the City of Providence with respect to:

(i) any Hazardous Substances that exist on, at, under or around (i.e., having migrated from) the Property as of the day before the date of this Deed, but that were not directly caused by Grantor or the City of Providence; and

(ii) any Hazardous Substances that first exist on, at, under or around (i.e., having migrated from) the Premises on or after the date of this Deed (except to the extent that the Grantor directly causes such Hazardous Substances to exist at the Premises), and

(iii) Any Hazardous Substances that Grantor would not be released from under the terms of this Subsection (ii), to the extent that Grantee or those claiming by through or under Grantee exacerbate such Hazardous Substances.

Such indemnification and duty to defend by Grantee, does not include issues relating to *whether* the Grantee has an obligation to indemnify the Grantor hereunder, unless it is determined that the Grantee does have a duty to indemnify the Grantor. Without limiting the foregoing, Grantee acknowledges and agrees that it shall be responsible, at its sole cost and expense, for all costs and expenses arising out of or in connection with any obligations or requirements concerning Hazardous Substances at the Property imposed by the Rhode Island Department of Environmental Management.

### III. Remedies

3.1 Remedies. In the event of any default or breach of the terms of the deed, or any of its terms or conditions (including those set forth in this Exhibit B to the deed), by either party hereto, or any permitted successor, such party (or permitted successor) shall, upon written notice of such default and demand for cure from the other, proceed immediately to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within sixty (60) days of such notice of default and demand for cure, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations,

to the extent provided in, and limited by, this Section III, all as more specifically provided hereinafter:

(a) In the event that after the conveyance of the Property or any part thereof to Grantee, and prior to Completion of the Project as certified by Grantor:

(1) The Grantee (or its permitted successor in interest) shall default under its obligations imposed by this deed by failing to construct the Project as herein required, or shall abandon or substantially suspend construction or rehabilitation work, and any such default shall not be cured or remedied within sixty (60) days after written demand by Grantor; or

(2) The Grantee (or its permitted successor in interest ) shall fail to pay any taxes or assessments on the Property when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment, mechanics' lien, or any other unauthorized encumbrance or lien to be attached, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to Grantor made for such payment, removal, or discharge, within (60) days after written demand by Grantor; or

(3) There is, in violation of this deed, any transfer of the Property or any part thereof, or any change in the ownership or distribution of stock or other ownership interest of Grantee, or other violation of Section 2.4 of these Deed Restrictions, and such violation shall not be cured within sixty (60) days after written demand by Grantor.

Then, in any such event, Grantor shall have the right to institute such actions or proceedings as it may deem desirable, whether for damages or equitable relief, including without limitation specific performance and damages (including without limitation legal fees, court costs and other out-of-pocket expenses arising from such breach). Further, and without limiting the foregoing, Grantor shall have the right to execute and record or file among the public land records in the office in which this deed is recorded a written declaration of the termination of all the right, title, and interest of Grantee, in the Property, and (subject to such mortgage liens as permitted in this deed), to re-enter and take possession of the Property and to terminate and revest in Grantor the estate conveyed by this deed to Grantee. It is the intent of this provision, together with other provisions of this deed, that the conveyance of the Property to Grantee is made upon a condition subsequent that in the event of any default, failure, violation, or other action or inaction by Grantee specified herein, Grantor at its option may declare a termination in favor of Grantor of the title, and of all the rights and interests in and to the Property conveyed by this deed to Grantee, and that such title, and all rights and interests of Grantee, and any assigns or successors in interest to and in the Property, shall revert to Grantor. Any delay by Grantor in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 3.1 shall not operate as a waiver of such rights or deprive Grantor of or limit such rights in any way (it being the intent of this provision that Grantor should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in

this Section 3.1 because of concepts of waiver or laches) nor shall any waiver in fact made by Grantor with respect to any specific default by Grantee under this Section 3.1 or with respect to any specific default by the Grantee under the terms of this deed be considered or treated as a waiver of the rights of Grantor with respect to any other defaults by Grantee under this Section 3.1 or with respect to any specific default by the Grantee under the other terms of this deed.

Notwithstanding anything to the contrary contained in this Section 3.1, Grantor's Right of reversion set forth in the preceding paragraph shall terminate on the date when the Certificate of Completion has been issued by Grantor for the Project (the "Reversion Termination Date"). Upon the Reversion Termination Date, Grantor's remedies for the Grantee's breach of its obligations under this deed shall be an action for breach of contract, damages, and/or equitable relief, including specific performance but excluding reversion of Title.

**3.2 Resale of Recquired Property: Disposition of Proceeds.** Upon the reversion in Grantor of title to the Property or any part thereof as provided in Section 3.1, Grantor shall use reasonable efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests) as soon and in such manner as Grantor shall find feasible and consistent with the objectives of applicable law and of the Redevelopment Plan, to a qualified and responsible party or parties (as determined by Grantor) who shall assume the obligation of making or completing the Project or such other improvements in their stead as shall be satisfactory to Grantor, in its sole discretion, and in accordance with the uses specified for such Property or part thereof in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse Grantor, on its own behalf or on behalf of the City, for all costs and expenses incurred by Grantor, including but not limited to: (1) all costs incurred by Grantor, including without limitation salaries of personnel and attorneys fees, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by Grantor from the Property or part thereof in connection with such management); (2) all taxes, assessments, and water and sewer charges with respect to the Property or part thereof; (3) any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or lien due to obligations, defaults, or acts of Grantee, its successors or transferees, or any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof on the Property or part thereof; and, (4) any amounts otherwise owing to Grantor by Grantee or its successor transferee; and

(b) Second, to the extent of proceeds remaining, to reimburse Grantee, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in performing any construction of the Project on the Property or part thereof, less any gain or gains or income withdrawn or made by Grantee from the Property, and less any borrowed funds encumbering the Property. Any balance remaining after such reimbursements shall be retained by Grantor as its property.

#### IV. Miscellaneous

##### 4.1 Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial.

The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Rhode Island over any dispute arising out of or relating to this deed or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. Each of the parties hereto hereby consents to process being served by any party to this deed in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 4.4 below.

THE PARTIES TO THIS DEED EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (a) ARISING UNDER THIS DEED OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS DEED OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE.

4.2 Entire Agreement. This deed (including schedules, exhibits and annexes hereto and thereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and statements with respect thereto, by and between Grantor and Grantee.

4.3 Governing Law. This Deed shall be governed by and construed in accordance with the laws of the State of Rhode Island applicable to contracts made and performed in such state.

4.4 Notices. Attorneys may give notice on behalf of their client. All notices and other communications under this deed shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), or (ii) one (1) business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and email addresses (or to such other address or email address as a party may have specified by notice given to the other party pursuant to this provision):

If to Grantor, to:

Providence Redevelopment Agency  
444 Westminster Street  
Providence, Rhode Island 02903  
Attn: Mr. Donald Gralnek, Executive Director

With a copy (which copy shall not constitute notice) to:

Zachary G. Darrow, Esquire  
Darrow Everett LLP

One Turks Head Place, 12<sup>th</sup> Floor  
Providence, Rhode Island 02903

If to Grantee, to:

Bourne Avenue Capital Partners LLC  
293 Bourne Avenue  
Rumford, RI 02916  
Attn.: David Sluter

With a copy (which copy shall not constitute notice) to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.5 Severability. If any term or other provision of this deed is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this deed shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this deed so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

4.6 Binding Effect; Assignment. Grantee unconditionally and irrevocably guarantees, jointly and severally with any party that holds title to the Premises (and improvements thereon) from time to time, all of the obligations of the "Grantee" under this deed, all of which obligations survive the delivery of the deed and run with the land (until all such obligations are fulfilled). The undersigned Grantee hereby expressly waives notice of non-payment, non-performance, or non-observance and proof, notice, and demand of or for the foregoing, and waives any and all other suretyship defenses that might otherwise be available.

4.7 Business Days. If the final day of any period or any date of performance under this deed falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

4.8 Professional Fees. In the event of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this deed, then in that event the prevailing party shall be entitled to have and recover of from the other party all reasonable costs and expenses of the action or suit, including reasonable attorneys' fees actually incurred.

4.9 Time of the Essence. The parties agree that time is of the essence for all purposes hereof, subject to Unavoidable Delays.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement Regarding Covenants and Restrictions as of the dates set forth below.

PROVIDENCE REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF RHODE ISLAND ) SS  
COUNTY OF PROVIDENCE )

In the City of Providence, in said County and State, on the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared the above named \_\_\_\_\_, to me known and known by me to be the \_\_\_\_\_ of said PROVIDENCE REDEVELOPMENT AGENCY, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said PROVIDENCE REDEVELOPMENT AGENCY.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

GRANTEE:  
BOURNE AVENUE CAPITAL PARTNERS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF RHODE ISLAND ) SS  
COUNTY OF PROVIDENCE )

In the City of Providence, in said County and State, on the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared the above named \_\_\_\_\_, to me known and known by me to be the \_\_\_\_\_ of said \_\_\_\_\_, and he acknowledged the foregoing instrument by him so executed to be his free act and deed in said capacity and the free act and deed of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

PRA Property List

St 1	St 2	Street	St type	owners	AKA	oning	S FT	Status
1017		Broad	Street	PRA	Bomes Theatre Project	C-1	9,575	Historic overlay
17		Warrington	Street	PRA	Bomes Theatre Project	C-1	4,998	Neighborhood Commercial District
16		Burgess	Street	PRA	LOUTITT*	C-2	5,200	General Commercial District ** Burgess Street is now Thomas P. Whitten Way ** - under contract
22		Burgess	Street	PRA	LOUTITT*	C-2	3,876	General Commercial District ** Burgess Street is now Thomas P. Whitten Way ** - under contract
36		Burgess	Street	PRA/City	LOUTITT*	C-2		General Commercial District ** Burgess Street is now Thomas P. Whitten Way ** - under contract
93		Cranston	Street	PRA/City	LOUTITT*	C-2		General Commercial District ** under contract
616		Charles	Street	PRA		C-2	3,200	General Commercial District
697		Cranston	Street	PRA		C-2	5,000	General Commercial District
327		Elmwood	Avenue	PRA		C-2	9,474	General Commercial District - under contract
1150		Westmins	Street	PRA		C-2	1,264	General Commercial District
51		Smithfield	Avenue	PRA		M-1	2,653	Light Industrial District
23		Charlotte	Street	PRA		M-MU-75	56,951	Umicore/Leased property
345		Harris	Avenue	PRA				Leased with option to purchase
9		Houghton	Street	PRA	American Tourister	M-MU-75	10,130	Mixed Use Industrial District
70		Houghton	Street	PRA-BON	American Tourister	M-MU-75	1,075,932	Mixed Use Industrial District
140		Ortoleva	Street	PRA		R-1	10,360	Residential District
82		Burns (res)	Street	PRA		R-2	1,136	Residential District
28		Eastwood	Avenue	PRA		R-2	5,000	Residential District
22		Eastwood	Avenue	PRA		R-2	5,000	Residential District
30		Eastwood	Avenue	PRA		R-2	5,000	Residential District
42		Eastwood	Avenue	PRA		R-2	5,000	Residential District
144		Sherwood	Street	PRA		R-2	5,360	Residential District
140		Sherwood	Street	PRA		R-2	3,520	Residential District
136		Sherwood	Street	PRA		R-2	3,760	Residential District
11		Alton	Street	PRA		R-3	3,600	Residential District
125		Byfield	Street	PRA	Litigation*SWAP	R-3	5,500	Residential District
49		Derry	Street	PRA		R-3	2,527	Residential District
342		Dudley	Street	PRA		R-3	2,002	Residential District
24		Hannah	Street	PRA		R-3	3,200	Residential District
44		Harriet	Street	PRA		R-3	3,200	Residential District
106		Julian	Street	PRA		R-3	2,233	Residential District
42	44	Knight	Street	PRA		R-3	959	Residential District
143		Pavilion	Avenue	PRA	Litigation* 2 offers to purchase	R-3	1,910	Residential District
201		Pavilion	Avenue	PRA	Litigation* SWAP	R-3	4,000	Residential District
164		Pavilion	Avenue	PRA	Litigation*	R-3	3,676	Residential District
172	174	Pavilion	Avenue	PRA	Litigation* SWAP	R-3	4,324	Residential District
176	178	Pavilion	Avenue	PRA	Litigation* SWAP	R-3	4,000	Residential District
182		Pavilion	Avenue	PRA	Litigation* SWAP	R-3	3,864	Residential District
33		Portland	Street	PRA	Leased until May 2016	R-3	5,000	Residential District
37		Portland	Street	PRA	Leased until May 2016	R-3		Residential District
41		Portland	Street	PRA	Leased until May 2016	R-3		Residential District
94		Potters	Avenue	PRA	SWAP	R-3	3484	Residential District
597		Prairie	Avenue	PRA	Litigation*	R-3	3,372	Residential District
144		Rugby	Street	PRA	Litigation*	R-3	3,600	Residential District

**PRA Property List**

136	Rugby	Street	PRA	Litigation* SWAP	R-3	7,200	Residential District
159	Rugby	Street	PRA	Litigation* SWAP	R-3	5,282	Residential District
170	Rugby	Street	PRA	Litigation*	R-3	1,690	Residential District
322	Thurbers	Avenue	PRA	Litigation*	R-3	3,176	Residential District
58	Wayne	Street	PRA		R-3	3,207	Residential District
621	Prairie	Avenue	PRA	have an offer to purchase - African Alliance	R-3	3,992	Residential District- <b>under contract</b>

