

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 110

Approved March 11, 1982

WHEREAS, Chapter 342 of Public Laws of 1980 requires the Narragansett Bay Water Quality Management District Commission to acquire and operate the City of Providence Fields Point Treatment Plant, interceptors, combined sewer overflow facilities, force mains and appurtenant facilities and certain real property and other interests in property;

WHEREAS, On December 16, 1981, the City of Providence and the Narragansett Bay Water Quality Management District Commission executed an acquisition agreement with respect to the assets and properties to be transferred, assigned and conveyed to the Narragansett Bay Water Quality Management District Commission and as to the liabilities to be assumed by the Narragansett Bay Water Quality Management District Commission, and have agreed that certain other assets and properties of the System and all other liabilities will be retained by the City of Providence;

NOW, THEREFORE, BE IT RESOLVED, That the acquisition agreement by and between the City of Providence and the Narragansett Bay Water Quality Management District Commission be ratified and confirmed and that the Mayor be authorized and empowered to execute all documents consistent with said agreement to effect the transfer of the Fields Point Treatment Plant and related facilities to the Narragansett Bay Water Quality Management District Commission.

IN CITY COUNCIL

MAR 4 1982
READ AND PASSED

Robert H. Lynch
PRES.

William J. Lombardi
CITY CLERK

APPROVED

MAR 11 1982

Vincent A. Cianci
MAYOR

IN CITY COUNCIL
DEC 17 1981
FIRST READING
REFERRED TO COMMITTEE ON
Jointly
Rose M. Mansalillo CLERK
FINANCE
PUBLIC WORKS
CITY PROPERTY

THE COMMITTEE ON FINANCE
PUBLIC WORKS
CITY PROPERTY
Recommends Be Continued
Rose M. Mansalillo Clerk
January 18, 1982

THE COMMITTEES ON
FINANCE, PUBLIC WORKS, CITY PROPERTY
Approves Passage of
The Within Resolution
Rose M. Mansalillo Clerk
for Feb. 4, 1982

Councilman Mansalillo (By Request)

ACTING CITY SOLICITOR
JOHN ROTONDI, JR.



MAYOR
VINCENT A. CIANCI

LAW DEPARTMENT

February 22, 1982.

U
Mrs. Rose Mendonca, City Clerk,
City Hall,
Providence, Rhode Island 02903.

Dear Mrs. Mendonca:

RE: TRANSFER OF SEWER TREATMENT PLANT

This letter is to inform the respective members of the Committees dealing with the above that they may take all necessary steps in furtherance of the transfer of the Sewer Plant immediately.

Further, they may bring this matter before the full Council and give it their vote on said matter at the earliest possible date.

The only restriction placed upon the City by Judge Grande's Order is that the City may not finalize or execute a document which would transfer the plant.

I urge that the matter be presented before the full Council at the earliest possible date so that we would have taken all necessary steps in furtherance of said project, which is in accordance with Judge Grande's ruling.

Very truly yours,

John Rotondi, Jr.
ACTING CITY SOLICITOR

JR:RAF

PHONE 421-7740 EXT. 381 - 382 - 340

55 EDDY STREET - 6TH FLOOR

PROVIDENCE, RHODE ISLAND 02903

March 18, 1982

Joseph F. Turco, Chairman
Narragansett Bay Water Quality
Management District Commission
57 Eddy Street
Providence, Rhode Island 02903

Dear Mr. Turco,

Enclosed is certified copy of Resolution No. 110,
approved March 11, 1982, which is self-explanatory.

Said Resolution was sponsored by Councilman Charles R.
Mansolillo.

Very truly yours,

Rose M. Mendonca,
City Clerk.

RMM/jma
Enclosure

ACQUISITION AGREEMENT
by and between
THE CITY OF PROVIDENCE
and the
NARRAGANSETT BAY WATER QUALITY
MANAGEMENT DISTRICT COMMISSION

TILLINGHAST, COLLINS & GRAHAM

COUNSELORS AT LAW

**2000 HOSPITAL TRUST TOWER
PROVIDENCE, RHODE ISLAND 02903**

ACQUISITION AGREEMENT
by and between
THE CITY OF PROVIDENCE
and the
NARRAGANSETT BAY WATER QUALITY
MANAGEMENT DISTRICT COMMISSION

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ACQUISITION AGREEMENT BY AND BETWEEN
THE CITY OF PROVIDENCE AND THE
NARRAGANSETT BAY WATER QUALITY
MANAGEMENT DISTRICT COMMISSION

This Agreement is made and entered into this 16 Dec day of December, 1981, by and between the City of Providence, Rhode Island, a municipality organized and existing under the laws of the State of Rhode Island (the "City") and the Narragansett Bay Water Quality Management District Commission, a public corporation authorized, created and established under the laws of the State of Rhode Island (the "Commission"),

W I T N E S S E T H:

Whereas, Chapter 342 of Public Laws of 1980 (the "Act") requires the Commission to acquire and operate the City of Providence Fields Point Treatment Plant (the "Treatment Plant"), interceptors, combined sewer overflow facilities, force mains and appurtenant facilities and certain real property and other interests in property (the "related facilities");

Whereas, the Act contemplates that with the acquisition of the Treatment Plant and the related facilities, the Commission will serve the City, portions of the City of Cranston, and portions of the Towns of Johnston, North Providence and Lincoln (the "District"), all as pre-

sently served by the Treatment Plant and related facilities (the "System");

Whereas, the Act provides that the Commission may agree "to assume payment of general obligation debt service liabilities of the City of Providence for long term bonded debt, that is, for debt with maturity schedules of not less than twenty years incurred for capital improvement of the sewage treatment facilities, as determined in the sole discretion of the Commission, pursuant to findings of the Auditor General, in an amount not to exceed Fourteen Million Dollars (\$14,000,000)...";

Whereas, the City issued Nineteen Million Dollars (\$19,000,000) of general obligation bonds dated September 1, 1980 of which Eight Million Five Hundred Thousand Dollars (\$8,500,000) were Sewer Bonds, Series B (the "Sewer Bonds, Series B") issued pursuant to Chapter 160 of Public Laws of 1977 (the "1977 Act") authorizing the City to repair the Treatment Plant and related facilities;

Whereas, the City has been authorized to issue Five Million Five Hundred Thousand Dollars (\$5,500,000) in general obligation bonds (the "1980 Sewer Bonds") pursuant to Chapter 4 of Public Laws of 1980 (the "1980 Act") to repair, rehabilitate and modernize one of the two sewer sludge incinerators at the Treatment Plant and to repair and reha-

bilitate the Treatment Plant and to provide expenses for the operation and maintenance of the Treatment Plant; and of the amount so authorized, the City has issued bond anticipation notes in the amount of Four Million Dollars (\$4,000,000) (the "Notes") as of the date hereof; and

Whereas, the City and the Commission have agreed as to the assets and properties to be transferred, assigned and conveyed to the Commission and as to the liabilities to be assumed by the Commission, and have agreed that certain other assets and properties of the System and all other liabilities will be retained by the City;

NOW THEREFORE, in consideration of the premises and of the representations, warranties and agreements herein contained, the parties hereto agree as follows:

SECTION I.

Transfer of Assets, Property, Etc.

1.1 Transfer of Assets. Subject to the terms and conditions of this Agreement, the City shall, at the Closing as hereinafter defined, transfer, assign and convey the following assets and properties of the System (the "Assets and Properties of the System") to the Commission:

(i) good, clear and marketable fee simple title of record, free of all encumbrances, to certain real estate, together with all buildings and improvements

thereon and fixtures thereon or therein, more particularly described in Exhibit A hereto, consisting of the Treatment Plant, three pumping stations, and such easements and other interests in property as the Commission may determine are necessary or desirable for the operation of the System to be acquired hereunder;

(ii) good, clear and marketable title to the interceptors set forth on Exhibit B1 and to the 65 combined sewer overflow facilities designated on Exhibit B2 hereof, and the affiliated tide gates, together with good, clear and marketable title to such easements and rights of access or other interests in property, free of all encumbrances, as the Commission may determine are required to operate, maintain, repair, replace or reconstruct the same;

(iii) all inventory, equipment, vehicles, supplies, fuel, etc. employed with respect to the Assets and Properties of the System to be transferred, assigned and conveyed hereunder, including, without limitation, the inventory and equipment listed on Exhibit C hereof, together with any rights, warranties and representations made to the City by any person, corporation, partnership or other entity, including any and all rights which the City may have against any such person, corpora-

tion, partnership or other entity for breach thereof, which rights, warranties and representations relate to any inventory, equipment, vehicle, supplies, etc. whether listed on Exhibit C hereof or otherwise;

(iv) such contracts presently funded under the Federal Water Pollution Control Act, as amended (the "federally funded contracts"), together with certain other agreements and contracts, all listed on Exhibit D hereof, as the Commission designates on the Closing Date that it is willing to assume;

(v) all records, drawings, engineering or consultant reports or studies, plans, specifications, correspondence and files relating to the System; provided, however, that such records, etc. shall remain accessible to the City at all times;

(vi) all licenses and permits relating to the use, operation and maintenance of the Assets and Properties of the System to be acquired hereunder; and

(vii) in addition, at any time prior to the Closing, the Commission may designate certain other assets and properties of the System, including, but not limited to, force mains, slots, tide gates, storm sewer lines, or other interests in real or personal property which are directly related to the hydraulic or mechanical

operation of the Assets and Properties of the System to be acquired pursuant to this Agreement. Upon notice to the City given thirty (30) days prior to the Closing Date, the City shall transfer, assign and convey at the Closing to the Commission for no additional consideration such additional assets and properties of the System as are designated by the Commission.

1.2 Liabilities of City Not Assumed. Except for certain liabilities specifically hereinafter set forth, the Commission will not assume any liabilities and obligations of the City arising out of or relating to the City's operation of the System, whether fixed or contingent, known or unknown, including, without limitation:

(i) any past service liabilities or obligations arising from any retirement or other employment benefit plan; and

(ii) any liabilities and obligations imposed or sought to be imposed in any suit, action, proceeding, claim, audit or investigation by any court, or any governmental or administrative agency or department, or claimed by any governmental or administrative agency or department.

SECTION II.

Consideration

2.1 Consideration. In consideration for the

transfer of the Assets and Properties of the System to be transferred, assigned and conveyed hereunder, the Commission shall assume and agree to pay:

(i) as of the Closing Date, 86.4% of the City's then outstanding obligation for debt service liabilities for the Sewer Bonds, Series B issued pursuant to the 1977 Act, such payment to be made on such terms and conditions and on such dates as shall enable the City to meet the present amortization schedule, which amortization schedule is set forth in Exhibit E hereof; and

(ii) as of the Closing Date, 100% of the City's then outstanding obligation for interest on the bond anticipation notes (the "Notes") issued in the amount of \$4,000,000 under the 1980 Act, provided, however, that the Commission shall agree to pay such percentage until the City at its next entry into the bond market converts the Notes to long term bonded debt as such term is defined in Section 46-25-10 of the Act, at which time the Commission shall pay 100% of the debt service liabilities attributable to the Notes; provided, however that if the City for any reason is unable to issue long term debt pursuant to the 1980 Act within a period of three (3) years from the Closing Date, the Commission at its option and in its sole discretion

shall pay to the City, either outright or in installments extending over a period of ten (10) years, a sum equal to 100% of the principal borrowed pursuant to the Notes, and upon such payment, all obligation of the Commission to the City under this Section 2.1(ii) shall cease and terminate.

SECTION III.

Closing

3.1 Closing. The closing of the transactions provided for herein (the "Closing") shall take place on February 26, 1982, or on such other date as may be designated or extended by the Commission in accordance with this Section, (the "Closing Date"), provided that all the conditions of Closing set forth in Section VIII hereof have been either fulfilled or waived. The Commission may designate a date earlier than February 26, 1981 as the Closing Date if the conditions of Closing have either been fulfilled or waived by the Commission. The Commission at its option may extend the Closing Date for an additional period but to a date no later than April 1, 1982. The place of Closing shall be the office of the Mayor, City Hall, Providence, Rhode Island. The Closing shall commence at 10:00 a.m. on the Closing Date and the transactions provided for herein shall all be effective at midnight of the Closing Date.

SECTION IV.

Closing Instruments

4.1 Instruments of Transfer. At the Closing, the City shall execute and deliver or cause to be executed and delivered such instrument or instruments of transfer, assignment and conveyance as the Commission shall deem necessary to vest in the Commission title to the Assets and Properties of the System to be transferred, assigned and conveyed hereunder, such instruments or instrument to be in form and substance satisfactory to the City, the City Solicitor, the Commission and Tillinghast, Collins & Graham (the "Commission's special counsel").

4.2 Instruments of Assumption. The City and the Commission shall execute an instrument or instruments relating to the agreement by the Commission to pay to the City that portion of the City's debt service liabilities for the Sewer Bonds, Series B and of the City's interest obligation on the Notes and of the debt service liabilities of the 1980 Sewer Bonds when issued, all as specified in Section 2.1 hereof. Such instrument or instruments of agreement shall be in form and substance mutually satisfactory to the City, the City Solicitor, the Commission and the Commission's special counsel. Such Agreement shall contain appropriate provisions to protect the City in its continuing obligation to meet its

debt service liabilities with respect to the Sewer Bonds, Series B and the City's obligation to pay interest on the Notes.

SECTION V.

Representations and Warranties of the City

5.1 Representations and Warranties. The City represents and warrants to and with the Commission that:

(i) the City is a municipality, duly created by the General Assembly and validly existing under the laws of the State of Rhode Island;

(ii) the City has full power and authority to enter into this Agreement and has complete and unrestricted power to transfer, assign, convey and deliver its rights in the Assets and Properties of the System to the Commission in the manner contemplated by this Agreement, subject to the approvals and consents referred to herein;

(iii) the execution and delivery of this Agreement does not, and the performance by the City of its obligations under this Agreement will not, violate, conflict with, or breach:

(a) the City Charter or any ordinance or regulation of the City, any applicable law or statute of the United States, the State of Rhode Island or any other governmental authority applicable

to the City, or any regulation thereunder presently in effect to which the City may be subject;

(b) any injunction, award, order, judgment or decree of any governmental agency, authority or court; or

(c) any provision of any mortgage, lien, lease, agreement or other document to which the City is a party or by which the City is bound, except as has been disclosed in Exhibit F hereof;

(iv) except as set forth in Exhibit G, there is no suit, action or proceeding pending before any court, governmental or administrative agency, department, board, commission, instrumentality or arbitrator, or threatened against or affecting the City which, if adversely determined, would affect the operation of the System in any respect, nor is there any judgment, decree, injunction, rule or order of any court, governmental or administrative agency, department, board, commission, instrumentality or arbitrator outstanding against the City which would have such effect and the City has not been notified of any violation of any law, regulation or order arising out of the operation of the System;

(v) the City has good and clear marketable title of record free of all mortgages, liens, pledges, security interests, charges or encumbrances of every nature, kind and description, in and to the Assets and Properties of the System except as set forth in Exhibit F hereof;

(vi) the agreements and contracts listed on Exhibit D hereof and any and all related grant agreements related thereto and entered into pursuant to the Federal Water Pollution Control Act, as amended, are lawful, valid and binding on the parties thereto and are in full force and effect, and neither the City nor any party to any such agreement or contract or related grant agreement has breached any provision of, or is in default under, the terms of any such agreement or contract or related grant agreement;

(vii) the City has no intermunicipal agreements or contracts with the Towns of Johnston, North Providence and Lincoln, or the City of Cranston, or with any other user of the System with respect to user charges or fees assessed by the City in connection with use of the System, except as disclosed on Exhibit H;

(viii) this Agreement has been duly and validly authorized, executed and delivered by the City and

constitutes a legal, valid and binding agreement of the City in accordance with its terms, and the instrument or instruments of transfer, conveyance or assignment, when executed and delivered in accordance with this Agreement, will convey to the Commission all of the City's right, title and interest in and to the Assets and Properties of the System;

(ix) the City has taken all action required to keep in full force and effect all warranties relating to the Assets and Properties of the System;

(x) all inventory, equipment, vehicles, supplies, fuel, etc. including inventory and equipment etc. listed on Exhibit C hereof necessary for the use, operation and maintenance of the Assets and Properties of the System, are all in good repair and working order and of a quality usable in the ordinary course of the operation of the System;

(xi) the operating budget to be delivered by the City to the Commission pursuant to Section 7.2 hereof will be at the time of its delivery true, correct and complete and will fairly present the costs and expenses of operating the System;

(xii) except as disclosed on Exhibit I there are no contracts, agreements, understandings or arbitrators'

decisions which relate to the employees of the City working in connection with the System and there is not pending or threatened any strike or other labor trouble or dispute which adversely affects or may adversely affect the operation of the System;

(xiii) each representation and warranty of the City set forth in this Agreement shall be true on and as of the Closing Date as though such representation or warranty was made as of the Closing Date, and, furthermore, each representation and warranty of the City shall survive the Closing; and

(xiv) no representation or warranty given herein or in any Exhibit hereto and no document or statement furnished pursuant hereto contains any false or misleading statement or omits any fact or information necessary to prevent any such representation, warranty or information from being false or misleading.

SECTION VI.

Covenants of the City of Providence with Respect to the Operation of the System Prior to Closing

6.1 Operation of the System. From and after the date hereof through the completion of the Closing, the City shall not without the prior written consent of the Commission:

(i) sell, lease, transfer or otherwise encumber any of the property interests described in Exhibits A, B-1, B-2 and C; nor

(ii) cancel, reduce or allow to lapse the coverage under any fire, casualty, theft, title, liability or other insurance policy relating to the System.

6.2 Repairs. From and after the date hereof through the completion of the Closing, the City shall (i) preserve the System intact and keep the System in as good repair, working order and condition as it presently is, (ii) maintain normal inventory levels of supplies and (iii) take all necessary action to keep all warranties relating to the System in full force and effect.

6.3 Incinerator. The City shall, prior to Closing, conduct a test of the incinerator located at the Treatment Plant in accordance with test methods set forth in 40 C.F.R. Part 60 Appendix A, all in accordance with rules and regulations promulgated by the Environmental Protection Agency, and further the City shall demonstrate to the satisfaction of the Environmental Protection Agency that the incinerator is in compliance with emissions standards for particulate matters set forth in 40 C.F.R. Section 60.52.

6.4 The Transition Period. In order to effect the transfer, assignment and conveyance of the Assets and

Properties of the System to the Commission, the parties hereto acknowledge that sufficient revenues must be available for the Commission to commence and continue the operations of the System. Accordingly, the City shall cause a user fee ordinance to be enacted as soon as practicable after the execution of this Agreement effective as of January 1, 1982, which ordinance shall, among other things, provide (i) for user fees effective as of January 1, 1982 for all users of the System within the City (the "Users") in such amount as to place the cost of operating and maintaining that portion of the System allocable to the Users on a self-sustaining basis, (ii) for the creation of a segregated user fee fund (the "Sewer Fund") to be held to meet payment of the costs of operating the System, (iii) for the initial billings to all new Users to be made no later than March 1, 1982, or as soon thereafter as may be reasonably practicable as determined by the Commission and (iv) for any user fees in excess of the first \$850,000 collected by the City attributable to fees and charges assessed by the City for the fiscal year July 1, 1981 through June 30, 1982, or for any portion thereof, to be placed in the Sewer Fund together with all sums received from the communities of North Providence, Johnston and Cranston (the "Communities") for any billings by the City for sewer and related services provided the

Communities after January 1, 1982, (it being understood that following the Closing, the Communities shall be billed directly by the Commission and user fees with respect to such billings shall be paid directly to the Commission). All such monies in the said Sewer Fund shall be kept for the payment of the costs of maintaining and operating the Assets and Properties of the System, provided, however, that the City may, with the prior written consent of the Executive Director of the Commission, draw upon the Sewer Fund to reimburse the general fund of the City for any funds expended by the City (including any interest or borrowing incurred by the City to meet payment of the costs of operating the System) in operating and maintaining the System during the period from January 1, 1982 through the Closing Date (the "Interim Period"). No reimbursement shall take place unless the transaction contemplated in this Agreement closes as and when provided for herein, and the City has complied throughout the Interim Period with each of the following conditions:

(i) The Commission and its agents and employees will have participated jointly with the City in all actions, approvals and decisions made during the Interim Period with respect to the Assets and Properties of the System to be transferred, assigned and conveyed hereunder;

(ii) Agents and employees of the Commission shall have had access to, and if the Commission so desires, shall have worked at the Treatment Plant or at the location of any of the Assets and Properties of the System during the Interim Period;

(iii) The Executive Director of the Commission, jointly with the City, shall have approved in writing during the Interim Period all expenditures of any type, nature and description related to the operation of the System, including, without limitation, payroll expenses for employees of the Department of Public Works who work at the Treatment Plant, the pumping stations, or as part of the sewer maintenance crew; and

(iv) The Executive Director of the Commission, jointly with the City, shall have participated in, approved, and agreed to any decisions, approvals or actions required to be taken under any federally funded contracts. Expenses eligible for reimbursement from the Sewer Fund to the general fund of the City pursuant to this Section 6.4 shall be only those expenses which have been approved in writing by the Executive Director of the Commission during the Interim Period. Such reimbursement shall be made after an audit has been conducted by the Commission or its designated representative but no later than sixty (60) days after the

Closing Date. No reimbursement will be made for any expenses of the City not so qualifying.

SECTION VII.

Additional Agreements of the City and the Commission

7.1 The Inge Contract. The City and the Commission agree that the Commission shall not assume any obligation between the City and Inge Company, Inc., ("Inge"), a Rhode Island corporation, including, without limitation, any obligations of the City pursuant to that certain agreement dated June 6, 1980, between the City and Inge or pursuant to any other agreement between the City and Inge whether written or oral.

7.2 Operating Budget. Within ten (10) days from the date hereof, the City shall deliver to the Commission a detailed operating budget of the System as it is presently being conducted, which budget shall fairly present the costs and expenses of operating the System.

7.3 Assumption of Contracts. The City agrees that from the date hereof through the Closing Date, the City shall pay when due any invoices from those engineering firms and other consultants now employed by the City in conjunction with the federally funded contracts. The City shall request each such engineering firm and consultant to submit to the City on the Closing Date invoices for work performed

through the Closing Date and shall furnish copies of such invoices to the Commission, and the City shall pay all such invoices within thirty (30) days following the Closing. The Commission agrees that it shall pay for any work performed by the engineering firms under the federally funded contracts after the Closing Date.

SECTION VIII.

Conditions of Closing

8.1 Conditions of Closing. The obligations of the Commission hereunder are subject to the fulfillment before or at the Closing of the following conditions:

(i) the execution and delivery by the City and the Commission (and such other parties as the City and the Commission deem necessary) of an assumption agreement or agreements with respect to the assumption by the Commission of that portion of the debt service liabilities for the Sewer Bonds, Series B, specified in Section 2.1(i) hereof and to the assumption by the Commission of the City's interest obligation on the Notes and of that portion of the debt service liabilities of the 1980 Sewer Bonds when issued as specified in Section 2.1(ii) hereof, such agreement or agreements to be in form and substance satisfactory to the City, the City Solicitor, the Commission and the Commission's special counsel;

(ii) the passage and implementation of the user fee ordinance for the City provided for in Section 6.4 hereof and the execution and delivery by the Commission and the City of a comprehensive agreement, approved by all required federal and state regulatory authorities, including, without limitation, the U.S. Environmental Protection Agency, which agreement shall contain provisions relating to:

(a) the imposition, billing and collection of the user fees, and the method and times of payment thereof to the Commission;

(b) requirements for discharging waste water into the System; and

(c) such other provisions relating to the use, operation and maintenance of the System as the Commission shall determine;

(iii) receipt by the Commission of a National Pollutant Discharge Elimination System permit on terms and conditions mutually satisfactory to the Commission and to the Department of Environmental Management of the State of Rhode Island and to the U.S. Environmental Protection Agency, Boston, Massachusetts;

(iv) execution of a cooperative agreement by and between the City and the Commission relating to the

post-closing operation and maintenance of the System, including tide gates, slots, storm sewers, extension of laterals, and access to records, such agreement to be in form and substance satisfactory to the Commission and the Commission's special counsel;

(v) the termination by the City of that certain Agreement for Interim Plan/Fields Point Wastewater Treatment Facility, dated December 3, 1979, by and between the City and Charles J. Krasnoff & Associates, Inc.;

(vi) since the execution of this Agreement, none of the following shall have occurred or arisen:

(a) a material adverse change in the costs and expenses of operating the System;

(b) any damage or destruction in the nature of a casualty loss, whether covered by insurance or not, adversely affecting any of the Assets and Properties of the System; or

(c) any other event, condition or state of facts of any character which materially and adversely affects, or threatens to materially and adversely affect, the operation of the System;

(vii) the representations and warranties of the City shall be true and correct in all material respects

at the time of Closing, and all agreements of the City contained herein and required to be performed at or prior to the Closing shall have been performed at the time of Closing;

(viii) receipt by the City, in form and substance satisfactory to the Commission, of all approvals for the transactions provided for herein, including without limitation, any approval required by the City Council of the City;

(ix) receipt by the City and the Commission of all necessary approvals to transfer to the Commission the Step 2 sewage treatment grants funded pursuant to the Federal Water Pollution Control Act, as amended, and the federally funded contracts listed on Exhibit D hereof;

(x) receipt by the Commission of a certificate dated the Closing Date of the Mayor of the City of Providence to the effect that:

(a) all of the representations and warranties of the City contained herein were true in all material respects as of the date hereof and are true as of the Closing Date;

(b) all agreements required to be performed by the City prior to the Closing have been performed; and

(c) the City operated the System from the date hereof to the Closing Date in accordance with the requirements of Section VI hereof;

(xi) receipt by the Commission of an opinion of the City Solicitor of the City dated the Closing Date, in form and substance satisfactory to the Commission and the Commission's special counsel, to the effect:

(a) that the City is a municipality duly created by the General Assembly and validly existing under the laws of the State of Rhode Island;

(b) that the City has full power and authority to enter into this Agreement and has complete and unrestricted power to transfer, assign, convey and deliver all of its right, title and interest in the Assets and Properties of the System to the Commission as provided in this Agreement; that all proceedings and approvals required of the City to approve this Agreement and to effect the transactions provided for herein have been duly taken and obtained; that this Agreement has been duly and validly authorized, executed and delivered by the City and is a valid and binding obligation of the City; and that the execution and delivery of this Agreement did not, and the performance by the City

of its obligations under this Agreement will not, violate, conflict with or breach:

(1) the City Charter, any ordinance or regulation of the City, any applicable law or statute of the United States, the State of Rhode Island or any other governmental authority applicable to the City, or any regulation thereunder presently in effect as to which the City may be subject;

(2) any injunction, award, order, judgment or decree of any governmental agency, authority or court; or

(3) any provision of any mortgage, lien, lease, agreement or other document to which the City is a party or by which the City is bound, except as has been disclosed to the Commission in Exhibit F hereof;

(c) that the documents and instruments of transfer, assignment and conveyance, including deeds and bills of sale, delivered by the City to the Commission at the Closing have been validly authorized, executed and delivered by the City and convey to the Commission all of the right, title and interest of the City purported to be conveyed thereby;

(d) that except as set forth in Exhibit G, such Solicitor has no knowledge after due inquiry, of any suit, action or proceeding pending before any court, governmental or administrative agency, department, board, commission, instrumentality or arbitrator, or threatened against or affecting the City which, if adversely determined, would affect the operation of the System in any respect, nor does such Solicitor know after due inquiry of any judgment, decree, injunction, rule or order of any court, governmental or administrative agency, department, board, commission, instrumentality or arbitrator outstanding against the City which, in the opinion of such Solicitor would have such effect;

(xii) the receipt by the Commission of certified copies of all resolutions, approvals, consents and authorizations as may, in the opinion of the Commission's special counsel, be required or desirable to effect the transactions provided for herein;

(xiii) the receipt by the Commission of an opinion of the City Solicitor to the effect that the user fee ordinance provided for in Section 6.4 hereof has been duly and validly enacted and that all necessary approvals,

consents, resolutions and authorizations for such enactment have been obtained and no action is pending or threatened in any court which would, in the opinion of such Solicitor, in any way affect the validity or implementation of such ordinance;

(xiv) receipt by the Commission of such affidavits, statements or certificates relating to any contract or other agreement listed on Exhibit D hereof as may, in the sole judgment of the Commission, be necessary or desirable to ascertain the status of the same, and to carry out the transactions provided for herein;

(xv) the assignment by the City to the Commission of all the City's rights, warranties and representations made to the City by any person, corporation, partnership, or other entity, including any and all rights which the City may have against any such person, corporation, partnership or other entity for breach thereof, which rights, warranties, and representations relate to any inventory, equipment, vehicle, supplies, etc. listed on Exhibit C hereof;

(xvi) that the incinerator located at the Treatment Plant complies on the Closing Date (a) with the terms and conditions of that certain Amended Consent Decree

filed in the United States District Court for the District of Rhode Island on May 9, 1978 in the case of United States v. City of Providence, No. 77-0375, (b) the applicable new source standards set forth in 40 C.F.R. Part 60, Subparagraph E and (c) Regulation No. 1 of the Rules and Regulations for the Prevention, Control and Abatement and Limitation of Air Pollution of the State of Rhode Island;

(xvii) the execution of an agreement by and between the City and the Commission in form and substance satisfactory to both providing for payments in lieu of taxes by the Commission to the City; and

(xviii) the obtaining by the Commission of such financing as will in the discretion of the Commission enable it to operate, conduct and maintain the Assets and Properties of the System.

SECTION IX.

Post-Closing Transfers and Conveyances

9.1 Transfer of Additional Assets. From and after the Closing Date, the Commission may, from time to time, give notice to the City that certain related facilities retained by the City would, if owned by the Commission, facilitate the operation of the Assets and Properties of the System acquired by the Commission in the transactions provided

for herein. The City agrees that if the Commission so notifies the City, the City will transfer, assign and convey to the Commission any force mains, slots, tide gates, storm sewer lines or other interests in real or personal property which are directly related to the hydraulic or mechanical operation of the Assets and Properties of the System acquired pursuant to this Agreement without further consideration other than that provided for in this Agreement.

9.2 If the Commission notifies the City that it wishes to acquire assets and properties other than the related facilities, then the City and the Commission agree that the acquisition of any such assets and properties would be effected through a separate purchase and sale agreement which would contain mutually satisfactory terms and conditions including appropriate consideration to be paid by the Commission to the City for the acquisition of such assets and properties.

SECTION X.

Termination

10.1 Termination. This Agreement will terminate if the Closing shall not have occurred by February 26, 1982 or by April 1, 1982 in the event the Commission has extended the Closing Date pursuant to Section 3.1 thereof. In addition, this Agreement may be terminated by the Commission

if there has been a material adverse change in the operation of the System which would make it financially inadvisable for the Commission to consummate the transactions on the terms and conditions provided for herein, or if the Commission determines that the transactions provided for herein have become inadvisable by reason of the threat by a governmental agency or the institution by any person of any litigation to prohibit the Closing of the transactions. The City and the Commission shall have no liability to one another for expenses, costs or otherwise if this Agreement is terminated in accordance with the provisions of this Section X.

SECTION XI.

Access to and Preservation of Records, Etc.

11.1 Access to Records. From the date hereof through the Closing Date, the City shall give to the Commission's special counsel and other representatives authorized by the Commission full access (during normal business hours and upon reasonable prior notice) to its engineering reports, studies, files, books, contracts, commitments and records; and the City shall furnish to the Commission during such period all information concerning the System as the Commission may reasonably request.

SECTION XII.

Amendment of Agreement

12.1 Amendment. At any time prior to the Closing, any provision of this Agreement may be amended, modified or waived by written agreement of the parties hereto.

SECTION XIII.

Construction

13.1 Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Rhode Island applicable to agreements made and entirely to be performed within such State.

SECTION XIV.

Agreements

14.1 Entire Agreement. This Agreement supersedes all other agreements, whether written or oral, that may have been made or entered into by the City and the Commission relating to the acquisition of the System.

SECTION XV.

Notices

15.1 Notices. Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing and delivered personally or by registered or certified mail, postage prepaid, return receipt

requested,

- (i) If to the City of Providence, to:
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903
Attention: Mayor Vincent A. Cianci, Jr.

with copy to:

Gerard M. DeCelles, Esq.
Special Counsel, Law Department
55 Eddy Street
Providence, Rhode Island 02903

- (ii) If to the Commission, to:

Joseph F. Turco, Chairman
Narragansett Bay Water Quality
Management District Commission
57 Eddy Street
Providence, Rhode Island 02903

with copy to:

Tillinghast, Collins & Graham
2000 Hospital Trust Tower
Providence, Rhode Island 02903
Attention: Louise Durfee, Esq.

SECTION XVI.

Miscellaneous

16.1 Exhibits. All Exhibits attached to this Agreement are incorporated in this Agreement and constitute part of this Agreement.

16.2 Captions. Captions and section headings are for reference only and shall not limit or otherwise affect the meaning of the sections hereof.

16.3 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and this Agreement shall become effective when the counterparts have been executed and delivered by the City and the Commission.

16.4 Post Closing Matters. At any time after the Closing, if the Commission shall consider or be advised that any further assignments, assurances in law, or other acts or instruments are necessary or desirable to vest, perfect or confirm in the Commission title to any of the Assets and Properties of the System, the City shall and will do all acts and things as the Commission may reasonably deem necessary or proper to vest, perfect or confirm title to said Assets and Properties of the System in the Commission and otherwise to carry out the purposes of this Agreement.

SECTION XVII

Indemnification

17.1 Indemnification. Notwithstanding any investigation made by the Commission prior to the Closing Date, the City hereby agrees to indemnify and hold harmless the Commission from and against any liability, loss, cost, expense or damage (including reasonable attorneys' and accountants' fees incurred in defending or prosecuting any claim for any

such liability, loss, cost, expense or damage) resulting or arising from (i) a breach of any representation, warranty or agreement made in this Agreement by the City or (ii) resulting or arising from the conduct and operation by the City of the Assets and Properties of the System acquired hereunder through the Closing Date, and the Commission agrees to indemnify and hold harmless the City from and against any liability, loss, cost, expense or damage (including reasonable attorneys' and accountants' fees incurred in defending or prosecuting any claim for any such liability, loss, cost, expense or damage) resulting or arising from the Commission's conduct and operation of the Assets and Properties of the System following the Closing Date.

SECTION XVIII.

Federal Reimbursement

18.1 In the event that the City of Providence at any time after the execution of this Agreement is reimbursed by the United States or agency or department thereof for expenditures made by the City for capital improvements and/or operation and maintenance of the Assets and Properties of the System, the City and the Commission agree that any money received by the City shall be equitably allocated between the City and the Commission.

SECTION XIX.

Binding Effect

19.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the Commission and neither party hereto shall have the right to assign any interest in this Agreement without the prior written consent of the other party hereto, and any purported assignment without such consent shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized on the date first above written.

CITY OF PROVIDENCE, RHODE ISLAND

By

Vincent A. Cicamilla

NARRAGANSETT BAY WATER QUALITY
MANAGEMENT DISTRICT COMMISSION

By

E. R. J. J. J.
12/16/81

Joseph L. Turco

EXHIBIT A

DESCRIPTION OF SEWER
TREATMENT PLANT LAND

That certain tract and parcels of land with the buildings and improvements thereon situated in the Fields Point Area in the City of Providence shown as A - B - C - D - E - F - G - H - J - K - L - M - N - P - Q - R - A on the accompanying plan entitled "Providence, R.I., Public Works Department - Engineering Office, City Property Section Plan No. 064166 - Date: November 18, 1981" bounded and described as follows:

Beginning at a point which is the northeasterly corner of the intersection of Service Road (so-called) and New York Ave. and point marked "A" on the accompanying plan;

thence northerly along the easterly line of Service Road, eight hundred and eighty-three and 14/100 ths. (883.14') feet to the northerly line of Ernest St. and "B" on the accompanying plan;

thence making an interior angle $252^{\circ}-46'-14''$ and running along the northerly line of Ernest St. thirty-five and 14/100 ths. (35.14') feet to a corner and point marked "C" on the accompanying plan;

thence turning an interior angle of 90° and running one hundred and thirty and 00/100 ths. (130.00') feet to a corner and point marked "D" on the accompanying plan;

thence turning an interior angle of 90° and running seventy and 94/100 ths. (70.94') feet to a corner and point marked "E" on the accompanying plan;

thence turning an interior angle of $273^{\circ}-17'-21''$ and running one hundred ten and 01/100 ths. (110.01') feet to a corner and point marked "F" on the accompanying plan;

thence turning an interior angle of 90° and running two hundred and fifty and 83/100 ths. (250.83') feet to a corner and point marked "G" on the accompanying plan;

thence turning an interior angle of $266^{\circ}-37'-38''$ and running one hundred and twenty-four and 68/100 ths. (124.68') feet to a corner and point marked "H" on the accompanying plan;

thence turning an interior angle of 90° and running twenty (20') feet to a corner and point marked "J" on the accompanying plan;

thence turning an interior angle of 270° and running one hundred and eighty (180.00') feet to the southerly line of Terminal Road and point marked "K" on the accompanying plan;

thence turning an interior angle of 90° and running along the southerly line of Terminal Road eighty-eight and $68/100$ ths. (88.68') feet to the tangency point of a curve and point marked "L" on the accompanying plan;

thence easterly along the arc of curve to the right having a radius of 580.45' feet and an arc of 448.72 feet with a central angle of $44^\circ-17'-35''$ to a tangency point of the curve and point marked "M" on the accompanying plan;

thence easterly making an interior angle of $212^\circ-30'-40''$ with the tangent line of the previous arc, a distance of five and $41/100$ ths. (5.41') feet and point marked "N" on the accompanying plan;

thence turning an interior angle of $132^\circ-20'-40''$ and running along the southerly line of Terminal Road, six hundred ten and $06/100$ ths. (610.06') feet to the northwesterly line of New York Ave. and point marked "P" on the accompanying plan;

thence turning an interior angle of 90° and running along the northerly line of New York Ave. nine hundred eighty and $72/100$ ths. (980.72') feet to a tangency point of a curve and point marked "Q" on the accompanying plan;

thence on a curve to the right, having an arc of seventy-eight and $65/100$ ths. (78.65') feet, and a radius of one hundred fifty-eight and $71/100$ (158.71') feet, with a central angle of $28^\circ-23'-38''$ to a point marked "R" on the accompanying plan;

thence along the northerly line of New York Ave. a distance of two hundred and thirty-two and $13/100$ ths. (232.13') feet to a point and place of beginning, the last herein described line forms an interior angle of 90° with first mentioned line.

Said parcel of land contains 1,016,548 square feet of land or 23.33 acres more or less.

Note:

Area Indicates Proposed Sale

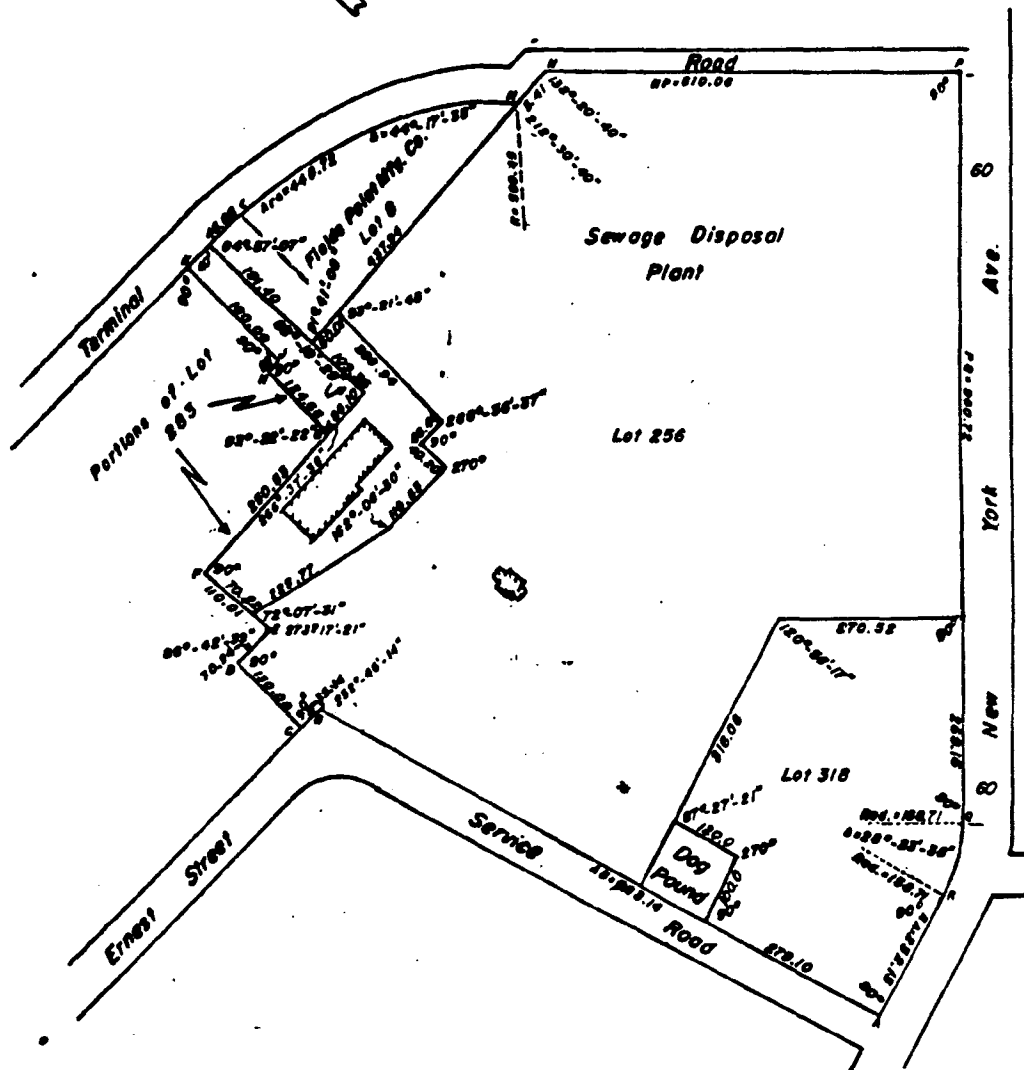
PROVIDENCE, R. I.

R. I. DEPT. - ENGINEERING OFFICE

CITY PROPERTY SECTION

Plan No. 064166

Date November 18, 1921



CITY OF PROVIDENCE, R. I.

Public Works Dept. Engineering Office

Showing Proposed Sale of Lots

256-318-8 & Portions of Lot 283

Drawn by J.T.M. Checked by _____

Scale 1" = 200' Date 11-18-21

Correct _____ Associate Engr.

Approved _____ CHIEF ENGINEER

Lot Numbers From Assessor's Plat 56

EXHIBIT A

DESCRIPTION OF RESERVOIR AVE.,
PUMPING STATION LAND

That certain parcel of land with the building and improvements thereon located on the easterly side of Reservoir Ave. in Providence, Rhode Island and bounded and described as follows:

Beginning at a point, said point being 14.37 ft. easterly from the northwesterly corner of land now or formerly of Calart Realty Company as measured from the southerly line of Reservoir Ave., along the northerly line of said Calart land as shown on the accompanying plan entitled "City Property Section Plan No. 064155 Date: September 29, 1981," also being the most southwesterly corner of the herein described parcel and point marked A on the accompanying plan;

thence turning an exterior angle $124^{\circ}-33'-26''$ and running in a northeasterly direction turning a distance of 36.11 ft. to a point marked B on the accompanying plan;

thence running in a generally easterly and southerly direction in the form of an arc to the right having curve data of Delta angle $133^{\circ}-48'50''$ a radius of 61.00 ft., a tangent distance of 143.06 ft. an arc length of 142.47 ft. to a point marked C on the accompanying plan;

thence running in a southerly direction a distance of 7.50 ft. to a point marked D on the accompanying plan, said point being the most southeasterly corner of the herein described parcel;

thence turning and running in a westerly direction bounded southerly by said Calart land a distance of 132.01 ft. to the point and place of beginning. The said above described parcel contains 4,071 sq. ft. more or less.

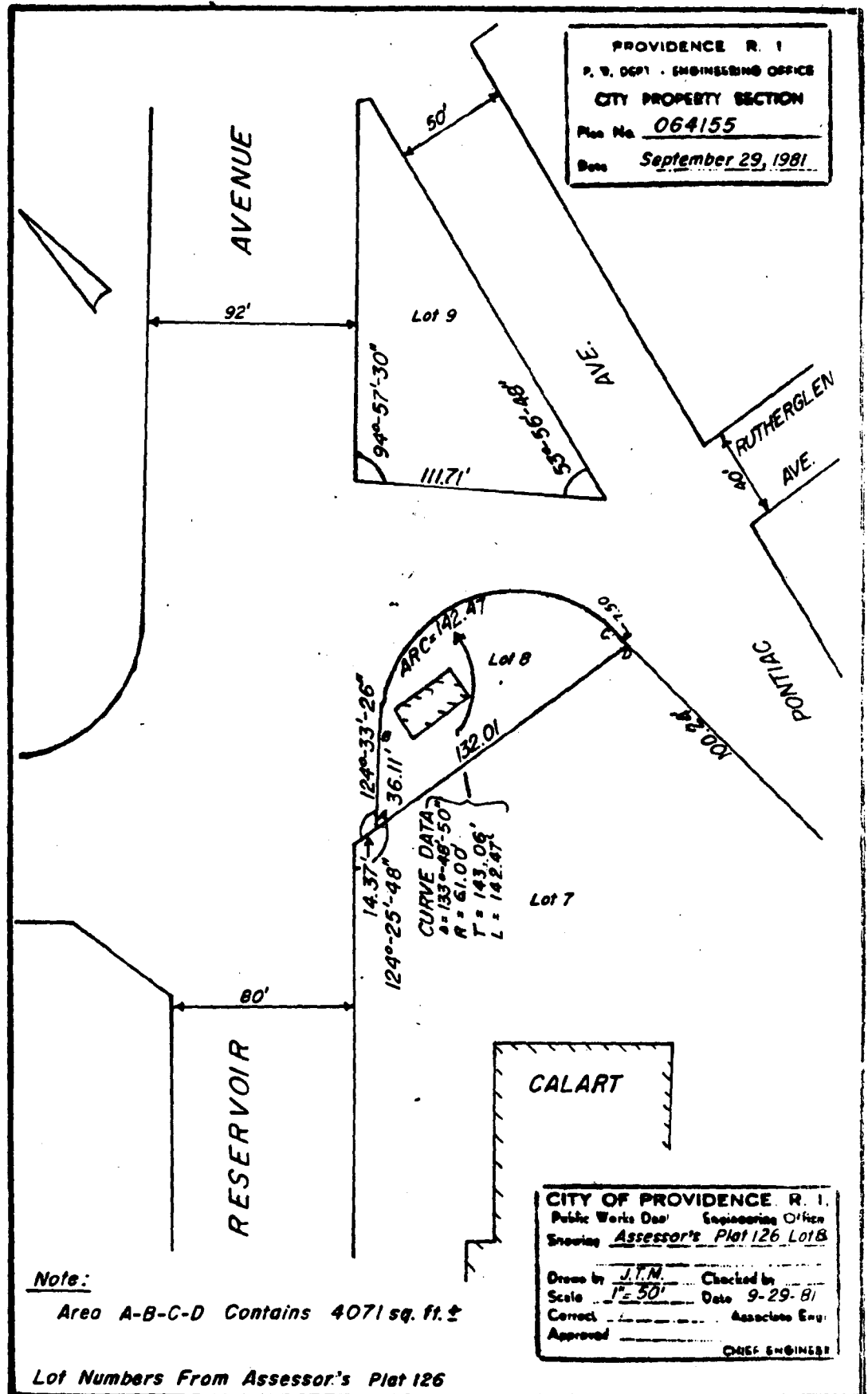


EXHIBIT A

DESCRIPTION OF ERNEST STREET
PUMPING STATION LAND

That certain tract and parcel of land with buildings and improvements thereon located on the northly side of Ernest Street, Providence, Rhode Island and designated by the letters A-B-C-D-E-F-A on the accompanying plan entitled "Providence, R.I., Public Works Department, City Property Section Plan No. # 064159 - Date: October 5, 1981" bounded and described as follows:

Beginning at a point at the northwesterly intersection of Ernest and Ellis Streets and point marked "A" on the accompanying plan;

thence westerly along the northerly line of Ernest St., a distance of one hundred and eighty and 00/100 ths. (180.00') feet to a corner and point marked "B" on the accompanying plan;

thence turning an interior angle of 90° and running northerly a distance two hundred and eighty seven and 24/100 ths. (287.24') feet to a point on the southerly line of Terminal Road (so-called) and point marked "C" on the accompanying plan;

thence turning an interior angle of 107°-13'-50" and running easterly along the southerly line of Terminal Road (so-called) three hundred and four and 719/1000 ths. (304.719') feet to the southwesterly intersection of Terminal Road (so-called) and Ellis Street and point marked "D" on the accompanying plan;

thence turning an interior angle 40°-14'-40" and running southerly along the westerly line of Ellis St. a distance of one hundred and fifty-eight and 14/100 ths. (158.14') feet to a tangency point of a curve and point marked "E" on the accompanying plan;

thence southerly along the westerly line of Ellis St. on a curve to the left having an arc of ninety-four and 11/100 ths. (94.11') feet, on a radius of one hundred and sixty-five and 79/100 ths. (165.79') ft., with a central angle of 32°-31'-30" to a point of tangency and point marked "F" on the accompanying plan;

thence southerly along the westerly line of Ellis St. a distance of one hundred and fifty-five and 00/100 ths. (155.00') feet to the northwesterly corner of Ellis St. and Ernest St. and point marked "A" on the accompanying plan, said point being point and place of beginning, the last mentioned line makes an interior angle of 90° with first herein described line.

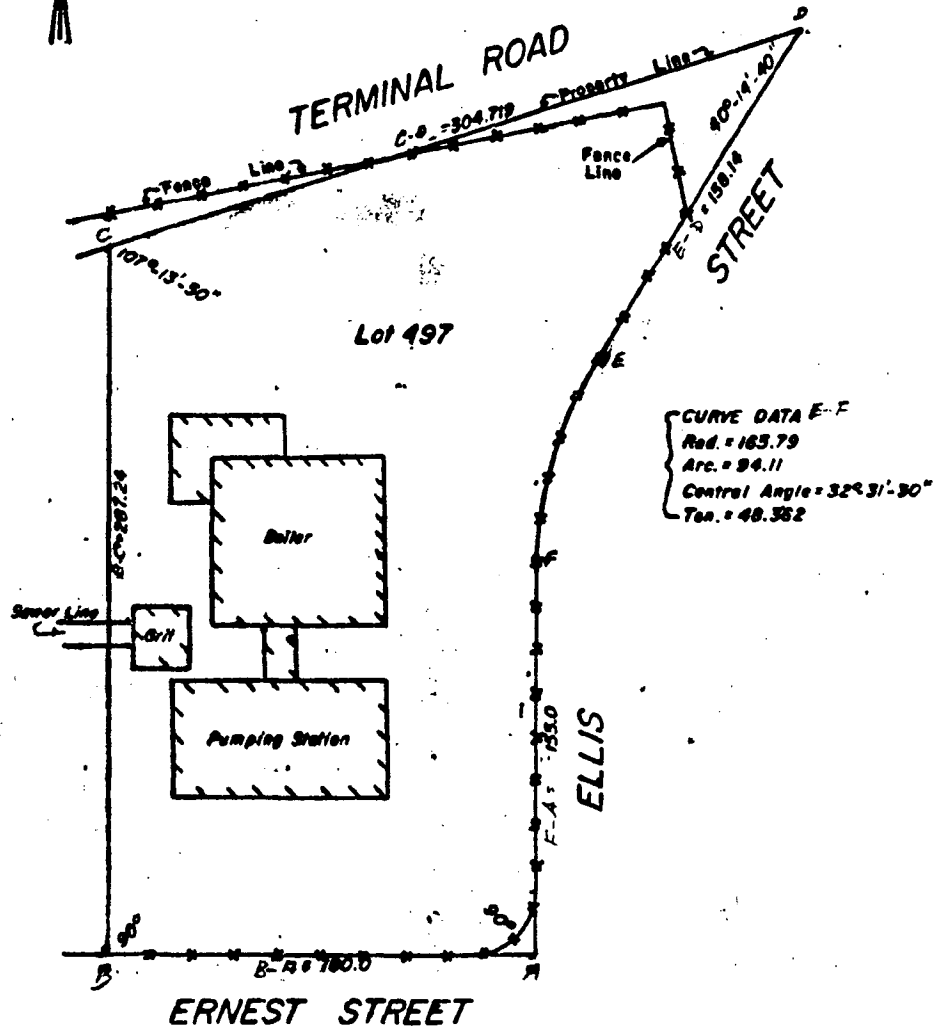
Said parcel of land contains 64,698.05 sq. ft. of land or 1.49 acres more or less.

Page 2 of 3rd of 4 parcels

Also a parcel bounding easterly on the aforementioned parcel northerly by a cement wall containing approximately 4,800 square feet as more particularly determined by agreement of the parties hereto.



PROVIDENCE R. I.
P. W. DEPT. - ENGINEERING OFFICE
CITY PROPERTY SECTION
File No. 064159
Date October 5, 1981



Note: A-B-C-D-E-F-A = 64,698.77 ft.
Area A-B-C-D-E-F Contains 1.45 Acres

Lot Number From Assessor's Plat 101

CITY OF PROVIDENCE, R. I.
Public Works Dept. Engineering Office
Section Assessor's Plat 101
Lot 497 (Portion)
Drawn by J.M. Checked by J.M.
Scale 1"=50' Date 10-5-81
Corrected by _____
Approved _____
Stamp 0000000000

EXHIBIT A

DESCRIPTION OF WASHINGTON PARK
PUMPING STATION LAND

That certain tract and parcel of land with the buildings and improvements thereon located southerly of New York Avenue in Providence, Rhode Island shown as D-E-F-G-D on the accompanying plan entitled "Providence, R.I. City Property Section Plan No. 064156 Date: September 30, 1981" and bounded and described as follows:

Beginning at a point marked D on the accompanying plan, said point being 22.75 ft. easterly from point marked C on the accompanying plan which is the southeasterly corner of the hereinafter mentioned Right of Way;

thence southerly a distance of 52' to point marked E on the accompanying plan;

thence westerly a distance of 50 ft. to point marked F on the accompanying plan;

thence northerly a distance of 52 ft. to point marked G on the accompanying plan;

thence easterly a distance of 50 ft. to point marked D on the accompanying plan and the point and place of beginning.

TOGETHER WITH an existing right of way described as follows:

Beginning at a point marked A on the accompanying plan said point being a point on the southerly line of New York Ave., east of a granite bound set in the ground at the northeasterly corner of land now or formerly owned by Narragansett Electric Co. and designated Lot 4 on the accompanying plan;

thence easterly along the southerly line of New York Ave. to point marked B on the accompanying plan;

thence in a southerly direction to a point marked C on the accompanying plan and a point in the northerly line of the aforescribed parcel of land;

thence westerly along the northerly line of the
aforescribed parcel 20 ft. to a point marked H on the
accompanying plan;

thence in a northerly direction and parallel with
line B-C on the accompanying plan to a point marked A and the
point and place of beginning.

The above described Right of Way shown on the accomp-
anying plan indicated by letters A-B-C-H-A encompasses a 12"
Cast Iron Pipe (Force Main) which passes through Lot 258, Lot
4 and Lot 291 on Providence Assessor's Plat 56. And is further
described as being a 20' Right of Way extending from the southerly
line of New York Ave. through the above Lots 258, 4 & 291 to Lot 1
(Washington Park Pumping Station).

PROVIDENCE R. I.
P. W. DEPT. - ENGINEERING OFFICE
CITY PROPERTY SECTION
Plot No. 064156
Date September 30, 1981

NEW YORK AVE.
Curb Line
Property Line
EXISTING RIGHT OF WAY
Lot 258
Lot 291
Lot 291
Lot 260
Lot 1
Washington Park Pumping Station
Lot 291

6.7.23 H 10.5 22.73 D
291-258 & Lot 1
Scale 1" = 20'

Note:
Area A-B-C-H-A Indicates Existing Right of Way
Area G-H-C-D-E-F-G Indicates Proposed Sale of 2,600 sq. ft.
Lot Numbers From Assessor's Plot 56

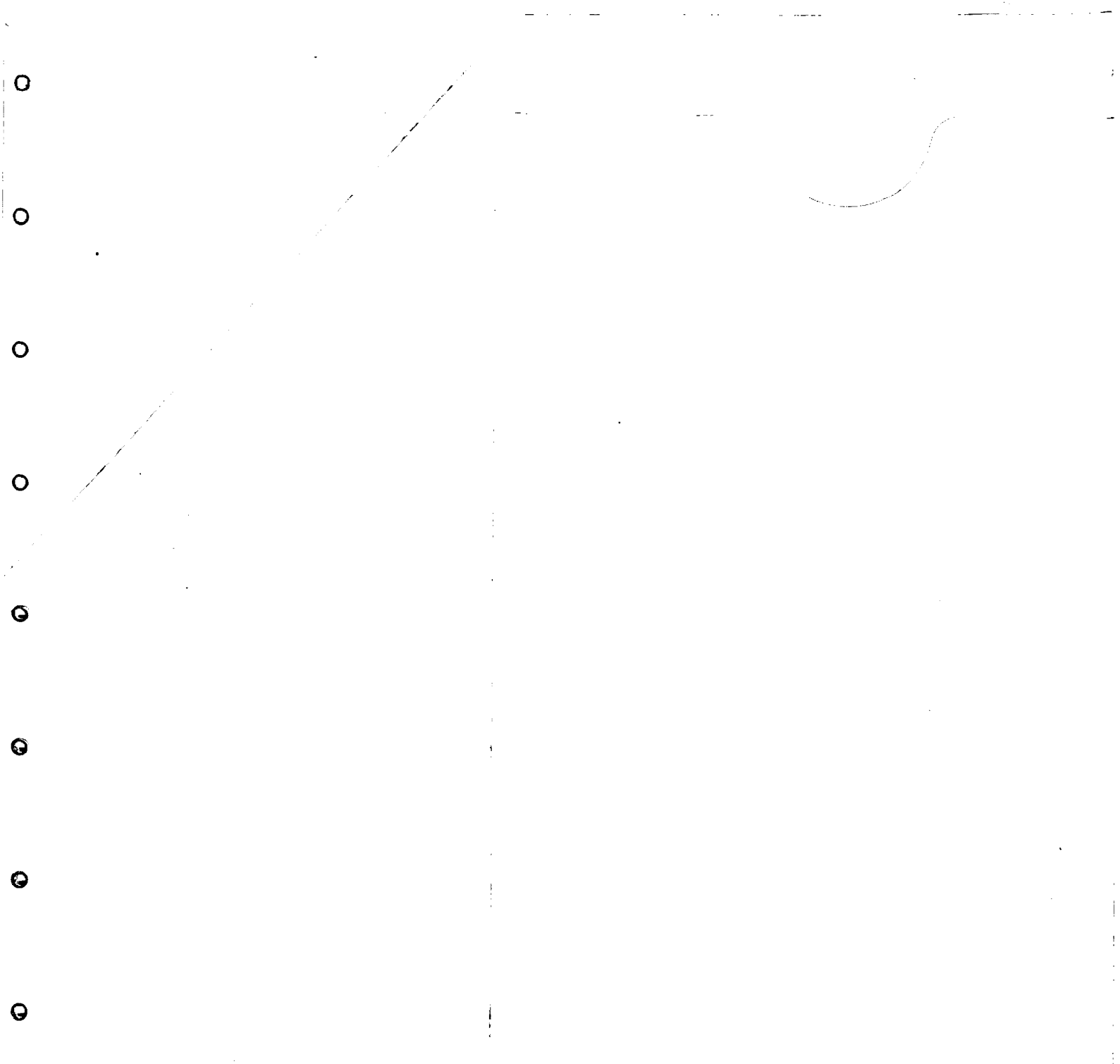
CITY OF PROVIDENCE, R. I.
Public Works Dept. Engineering Office
Drawing Assessor's Plot 56 Lot 1
291-258 & Lot 1
Drawn by J. L. B. Checked by J. L. B.
Date 9-30-81
Scale 1" = 20'
Corr. _____ Date _____
Approved _____

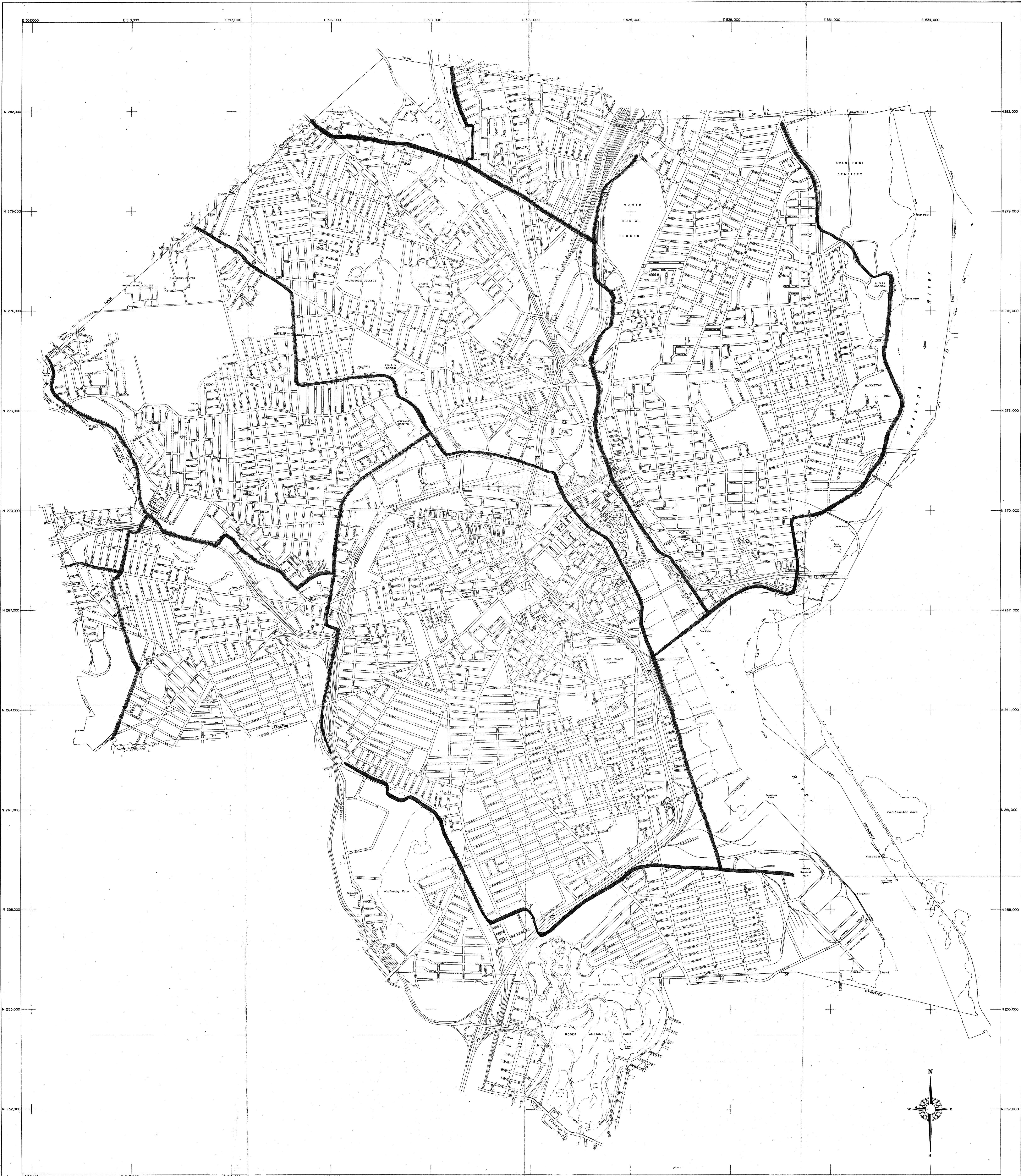
Area A-B-C-H-A Indicates Existing Right of Way
Area G-H-C-D-E-F-G Indicates Proposed Sale of
2,600 sq ft.

Lot Numbers From Assessor's Plot 56

CITY OF PROVIDENCE, R. I.
Public Works Dept. Engineering Office
Drawn by Assessor's Plat 56 Lot 1
291-250 R. lot 1
Drawn by J. J. B. Checked by _____
Scale 1" = 20' Date 9-30-81
Contract _____ Associate Eng.
Approved _____

EXHIBIT B-1





CITY PLAN COMMISSION
PROVIDENCE, RHODE ISLAND
PHOTOGRAMMETRIC COMPILATION AND AERIAL CONTROL
BY CHARLES A. MAGUIRE AND ASSOCIATES—ENGINEERS
PROVIDENCE BOSTON BARTFORD

CITY OF PROVIDENCE

600 0 1200 2400 FT
HORIZONTAL DATUM IS THE PLANE COORDINATE SYSTEM
FOR THE STATE OF RHODE ISLAND
DATE OF PHOTOGRAPHY 4-28-64

9-A-4(a)

EXHIBIT B-2

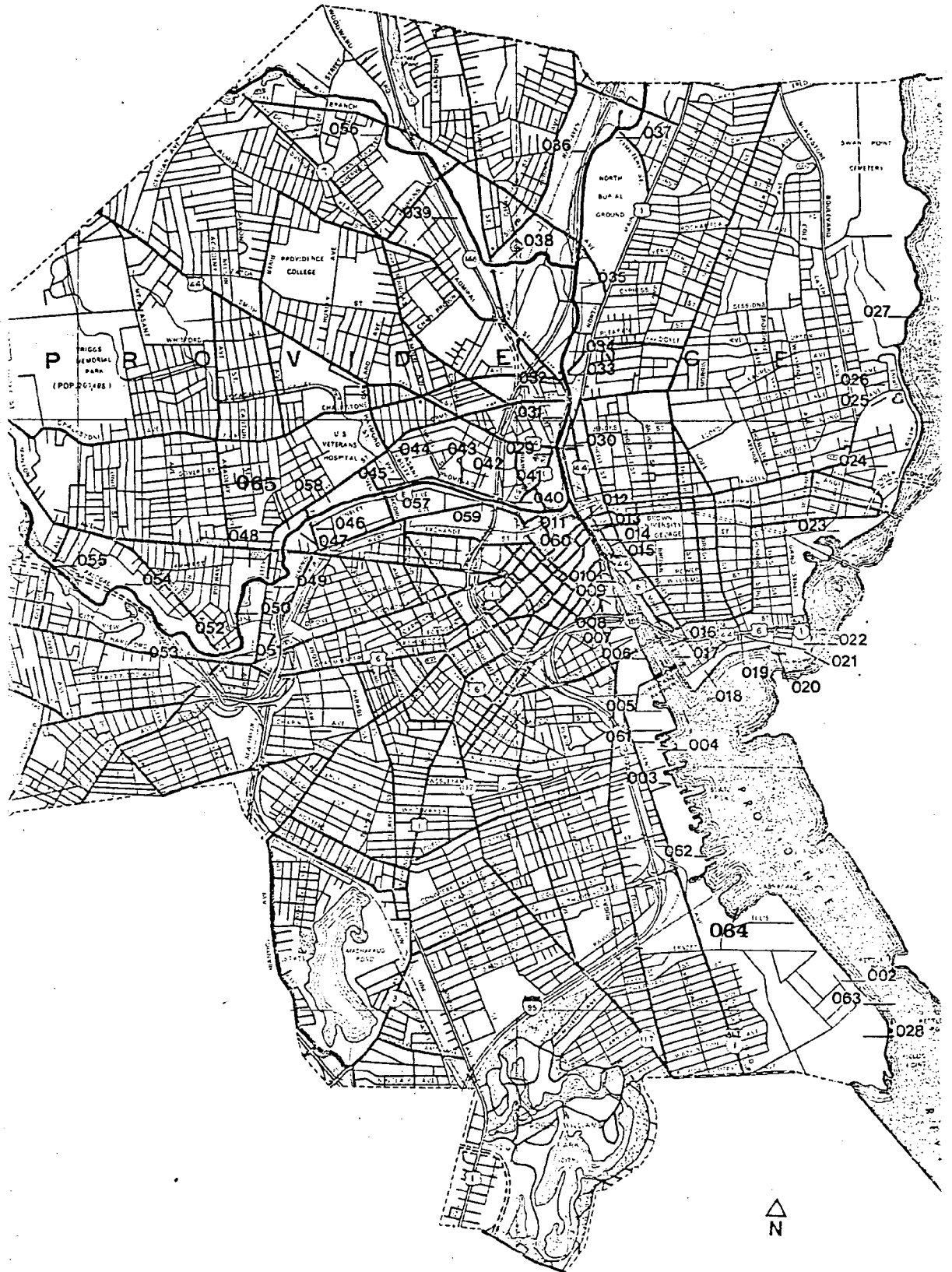


EXHIBIT CINVENTORY EQUIPMENT

REG. 2]47	1980 Mack Vac-all with flusher
Reg. 185	1978 Ford Vactor with flusher
Reg. 1987	1977 GMC flusher
Reg. 22]	1969 International 5 yd. dump
Reg. 2]46	1980 Mack Vac-all with flusher
Reg. 195	1979 John Deer back hoe compressor, Chicago pneumatic
Reg.]04	1979 Mack digger
Reg. 99	1970 Ford utility body
Reg. 2]7	1966 Chevy Pick-up
Reg. 1613	1973 Ford 2-3 yd. dump

2/6" Pump

] / 3" Pump

] / 1 1/2" Pump

Equipment Inventory

HEADWORKS

Quantity	H.P.	EQUIPMENT	MANUFACTURER
	5.7	Sluice Gate	Limitorque #59482 #59483
	1.6	Bar Screen (Main Channel)	Jeffery Dresser
	1.6	Bar Screen (By-Pass Channel)	Jeffery Dresser
	1/2	Detritor (Area #1 55' D)	Dorr Oliver
	1/2	Detritor (Area #2 55' D)	Dorr Oliver

GRIT BUILDING

Quantity	H.P.	EQUIPMENT	MANUFACTURER
2	15	Agitator pumps	Worthington #79TP90417 #79TP90416
2	7 1/2	Grit Pumps	Wemco #7994125-1 #7994125-2 #907390843
2	1/3	Water Seal Tank and Pumps	Jacuzzi #9D7390844
1	3	Sump Pump	Weil - Pump #258-70 #81341-3
2	2	Grit Washer Pump	Dorr - Oliver
1		Control Panel	

EJECTOR BUILDING

Quantity	H.P.	EQUIPMENT	MANUFACTURER
2	10	Ejector Pumps	Gorman-Rupp #312061 #312960
1	1/2	Seal Water Tank and Pump	

PRIMARY SLUDGE PUMPING STATION

Quantity	H.P.	EQUIPMENT	MANUFACTURER
2	30	Vertical Sludge Pump	Worthington 79TP90418
2	25	Horizontal Sludge Pump	Wemco 79TP90419-
2	5	Scum Pump	Carter #105138 #105141
2	1/2	Water Seal Pumps and Tank	Jacuzzi #867342987 #9C7368354

PRIMARY TANK

Quantity	H.P.	EQUIPMENT	MANUFACTURER
4	1/2	Rotating Motor Drive Influent Chamber 90" By-Pass Valve	Limitorque #794-42357

AIR PUMPS BUILDING (Blower Bldg.)

Quantity	H.P.	EQUIPMENT	MANUFACTURER
#1	400	Force Air Fan	Westinghouse
#2	500	Force Air Fan	Westinghouse
#3	400	Force Air Fan	Westinghouse
#4	500	Force Air Fan	Westinghouse
#5	400	Force Air Fan	Westinghouse
1		Control Panel Power	Westinghouse

SECONDARY BUILDING

Quantity	H.P.	EQUIPMENT	MANUFACTURER
3	75	Sludge Pump	Worthington #79-2001 #79-2001
1	15	Dewater Pump	Worthington 79TP9041
2	2	Vacumn Prime Pump	Nash AL-573
1	1	Sump Pump	Weil-Pump 258-7
2	1/3	Seal Water Pump	
1		Seal Water Tank	
1		Control Panel	

CHLORINE BUILDING

Quantity	H.P.	EQUIPMENT	MANUFACTURER
2	50	Eff. Process Water Pump	Peerless Pump 39430 394309
2	40	Spray Water Pump	Allis-Chalmers #791-29936 #791-299369
1	50	Spray Water Pump	Allis-Chalmers #791-29923
2	20	Chlorine Injector Pump	Allis Chalmers F2LI
1	1/2	Sump Pump	
1	1/2	Air Compressor (Broken)	
2	1/2	Chlorine Sampler Pump	
1		Power Distribution Panel	
1		Lighting Panel	
3		Chlorinator	
2		Chlorine Evaporator	
1		Exhaust Louver (Floor)	
2		Exhaust Fans	

INCINERATOR BUILDING

Quantity	H.P.	EQUIPMENT	MANUFACTURER
1		Furnace #2 22'D x 50' 8" H oil fired with 12 burners 9 Hearths with Rabble Arm Discharge Slide Gate (19"L x 15 3/4W)	Nichols
1	10	Furnace Drive with 1 Speed Reducer	Foote Bros., Reeves
12		Burners	Hauck
1	40	Turbo-Fan; 3000-4300 ACFM	Hauck
3		After-Burner	Hauck
1	40	Turbo-Fan; 3000-4040 ACFM	Hauck
1	15	Cooling Air Fan 4180 CFM	American Fan Co.
1		Exhaust Vent Stack 18"D x 12	Nichols
1		Main Stack 5'D x 98" - 10 5/8"	Nichols
1		After Burner Chamber	Nichols
1	1 1/2	Guillotine Damper with Wench	P&H Hoist
1		Scrubber 8'D x 10 H	Neptune Airpol Inc.
1		Quencher	Neptune Airpol Inc.
1		Scrubber Stack 8'D x 38'- 3 1/2" L	Neptune Airpol Inc.
1		I.D. Fan 24,424 ACFM 24"W.C.	Champion Blower - Ford
1	350	I.D. Motor Interlock	U.S. Motor ITT Hammel Dahl
1		Damper; remote control with Fan	Conoflow

INCINERATOR BUILDING
(Cont.)

Quantity	H.P.	EQUIPMENT	MANUFACTURER
2	20	Scrubber Water Pump	Crane Deming
1	1/2	Scrubber Water Strainer	Zuran
1	25	Scrubber Effluent Pump (22 x 5 x 6)	Crane Deming
1		Scrubber Seal Tank (10 x 5 1/2 xW x GH)	Airpol
1	2	Main Sludge Conveyor	
1	2	Furnace Feed Conveyor	
1	3	Ash Screw Conveyor 12'D x 8'- 11" L	Conveying Machinery
2	25	Ash Slurry Pumps	Goyne Pump
		Ash Water Tank 11'-4"L x 5'W x 4 1/2H	Nichols
2	25	Scrubber Slurry (Lagoon) Pumps	Crane Deming
2	3	Sealing Water Pump	Walco Supplier
2	1 1/2	Oil Pumps	Hauck with Westinghouse
1	1 1/2	Compressor 250 PSI	
4	2	Ventilators (Exist)	
2	5	Ventilators (New)	
2	1/2	Sump Pump (Old)	
1	1/3	Sump Pump (New)	
1	20	Vacumm Cleaner	

INCINERATOR BUILDING
(Cont.)

Quantity	H.P.	EQUIPMENT	MANUFACTURER
1		Vacumm Cleaner Tank	
1		Steam Boiler, oil fired, 15 PSI	
14	1/8	Unit Heaters	Grid
4	1/6	Unit Heaters	Grid
4	1/8	Unit Heaters	Grid
		Control Panels	
1		Main Pwr Distribution	Westinghouse
1		Lighting	Westinghouse
1		Furnace Control Panel	Westinghouse
1		Motor Control Center	Westinghouse

FILTER BUILDING

Quantity	H.P.	EQUIPMENT	MANUFACTURER
1	5	Coil Filter, Agitator Drive	Komlin-Sanderson
1	3	Drum Drive	
2	2	Cloth Filter, Agitator Drive	Eimco JOB #1876
2	3	Drum Drive	BDF - 800 JOB #1876 BDF - 801
1		Vacuum Filter Control Panel	2nd Floor
1	100	Vacuum Pump	Nash Engineering #300
1	75	Vacuum Pump	Nash Engineering #200
1	7 1/2	Sludge Pump	Komline Sanderson 11-SP-2-459
1	15	Sludge Pump	11-SP-2-46
1	15	Sludge Pump	11-SP-2-46
2	5	Filter Spray Water Pump	ITT Marlow 625246 1-625247
2	2	Seal Water Pump	Marlow 625248 625249
1	3	Filter Spray Water Pump 2nd Floor	Marlow 649405
1	1/2	Compressor	
1		Steam Heating Boiler 40 H ₂ O/ HR	Peerless
2	1/6	Unit Heaters at 200M BTU/HR	Trane Grid
1	1/8	Unit Heater at 60 M BTU/HR	Trane Grid
13	1/6	Unit Heater at 100 M BTU/HR	Trane Grid
2	3/4	Sump Pump	
2		Receiver Tank; from Vacuum Pump (12' x 5'D)	

FILTER BUILDING

(Cont.)

Quantity	H.P.	EQUIPMENT	MANUFACTURER
1		Power Distribution Panel	
1		Power Panel	
1		Lighting Panel	
1	3/4	Sludge Tank Conditioner Coil-Filter	Lightin #7817022
2	1/2	Sludge Tank Conditioner Cloth Filter	Komline #7817021
2	3	Lime Slurry Tank with Mixer	Komline #41961
2	2	Lime Slurry Feed Pump	2P-843 2P-839
2	1/3	Ferrie Chloride Tank with Mixer	Lightin #780535
2	3/4	Ferrie Chloride Diaphragm Feed Pump	Komline CP-2-98 CP-2-982
1	5	Filtrate Pump and coil filter	Gould #786B58483
1	15	Filtrate Pump and cloth filter	Wemco #7894006
1	20	Lime Slurry Agitator (Main)	Reliance #55804 Philadelphia
4	3/4	Sludge Tank with 3/4 HP Scrapper 27'W x 60.5L x 13.6 AVGD	Keene Corporation
1	2	Conveyor E.	Nichols Engineering
1	2	Conveyor W.	Nichols Engineering
1	2	Conveyor to Incinerator	Nichols Engineering

FILTER BUILDING
(Cont.)

Quantity	H.P.	EQUIPMENT	MANUFACTURER
1	5	Exterior Lime Slurry Tank and Mixer	Philadelphia Mixer #517428
2	2	Lime Transfer Pump	Komline DC-78343 DC-78343
1		Beal Tank 6.5' x 4' D	Komline
4	2	Ventilating Fan	
1	5	Flushing Water Pump	

BOOSTER PUMP STATION

Quantity	H.P.	EQUIPMENT	MANUFACTURER
1	25	Spray Booster	Crane Deming R-6124-03
2	16	Spray Booster	Allis Chalmers #52-050-254 #52-050-254

AERATION TANK DEWATER STATION

Quantity	H.P.	EQUIPMENT	MANUFACTURER
2	15	Dewater Pump	

FINAL SETTLING TANKS

Quantity	H.P.	EQUIPMENT	MANUFACTURER
7	1/2	Motor Drive Rotating	Dorr-Oliver

PORTABLE GASOLINE PUMP

Quantity	H.P.	EQUIPMENT	MANUFACTURER
1	9	High Pressure Pump	ITT Marlow #618624

EXHIBIT D

Federally Funded Contracts

	<u>Parties</u>	<u>Description of Contract</u>	<u>Date Signed</u>
1.	City of Providence, RI and Hayden, Harding & Buchanan, Inc. and Castellucci, Galli Joint Venture Corporation	Design CSO #9	September 3, 1980
2.	City of Providence, RI and Universal Engineering Corporation	Design to Upgrade the Wastewater Treatment Facility	May 28, 1980
3.	City of Providence, RI and CE Maguire, Inc.	Design CSO #2	March 3, 1981
4.	City of Providence, RI and Charles J. Krasnoff & Associates, Inc.	Program Management Phase II/Step 2 of the Water Pollution Abatement Program Public Participation Program Implementation Administration and Operation Value Engineering Conduct an Industrial Wastewater Pretreatment Program Management Conduct a Water Conser- vation Program Manage- ment Study	July 16, 1980

Subcontracts*

1.	The Joint Venture Firms, Design CSO #9 Hayden, Harding & Buchanan, Inc. and Castellucci, Galli Joint Venture Corporation and the ASEC Corporation	September, 1980
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* Subcontracts are listed for information purposes only
and the listing shall not be construed as creating a
contractual relationship with the Commission.

2. CE Maguire, Inc. and Bryant Associates, Inc. Design CSO #2 March 17, 1981
3. CE Maguire, Inc. and Mutual Planners and Engineers, Inc. Design CSO #2 March 17, 1981
4. The City of Providence, RI and Charles J. Krasnoff and Associates, Inc. Consulting Services for Program Management, Phase II of Water Pollution Abatement Program April 15, 1981
5. Smith, Hinchman & Grylls Associates, Inc. (SH&G) and Charles J. Krasnoff & Associates, Inc. Value Engineering Services Agreement June 1, 1981
6. City of Providence, RI and Charles J. Krasnoff and Associates, Inc. Industrial Wastewater Pretreatment Program
7. The Firm of Charles J. Krasnoff & Associates, Inc. and R.I. Analytical Laboratories, Inc. Industrial Wastewater Pretreatment Program
8. Dr. David M. Shao and Charles J. Krasnoff & Associates, Inc. Industrial Waste Treatment Program April 10, 1981
9. Charles J. Krasnoff & Associates, Inc. and Mutual Planners and Engineers, Inc. Water Conservation October 20, 1981

EXHIBIT E

SEWER BONDS

SERIES B

<u>Date</u>	<u>Interest</u>	<u>Rate</u>	<u>Principal</u>	<u>Balance</u>
03-01-82	359,550.00	10.0000	0.00	8,075,000.00
09-01-82	359,550.00		425,000.00	7,650,000.00
03-01-83	338,300.00		0.00	7,650,000.00
09-01-83	338,300.00		425,000.00	7,225,000.00
03-01-84	317,050.00		0.00	7,225,000.00
09-01-84	317,050.00		425,000.00	6,800,000.00
03-01-85	295,800.00		0.00	6,800,000.00
09-01-85	295,800.00		425,000.00	6,375,000.00
03-01-86	274,550.00		0.00	6,375,000.00
09-01-86	274,550.00		425,000.00	5,950,000.00
03-01-87	253,300.00		0.00	5,950,000.00
09-01-87	253,300.00	8.1000	425,000.00	5,525,000.00
03-01-88	236,087.50		0.00	5,525,000.00
09-01-88	236,087.50	7.7000	425,000.00	5,100,000.00
03-01-89	219,725.00		0.00	5,100,000.00
09-01-89	219,725.00	7.8000	425,000.00	4,675,000.00
03-01-90	203,150.00		0.00	4,675,000.00
09-01-90	203,150.00	8.0000	425,000.00	4,250,000.00
03-01-91	186,150.00		0.00	4,250,000.00
09-01-91	186,150.00	8.1000	425,000.00	3,825,000.00
03-01-92	168,937.50		0.00	3,825,000.00
09-01-92	168,937.50	8.3000	425,000.00	3,400,000.00
03-01-93	151,300.00		0.00	3,400,000.00
09-01-93	151,300.00	8.4000	425,000.00	2,975,000.00
03-01-94	133,450.00		0.00	2,975,000.00
09-01-94	133,450.00	8.6000	425,000.00	2,550,000.00
03-01-95	115,175.00		0.00	2,550,000.00
09-01-95	115,175.00	8.7500	425,000.00	2,125,000.00
03-01-96	96,581.25		0.00	2,125,000.00
09-01-96	96,581.25	8.9000	425,000.00	1,700,000.00
03-01-97	77,668.75		0.00	1,700,000.00
09-01-97	77,668.75	9.0000	425,000.00	1,275,000.00
03-01-98	58,543.75		0.00	1,275,000.00
09-01-98	58,543.75	9.1000	425,000.00	850,000.00
03-01-99	39,206.25		0.00	850,000.00
09-01-99	39,206.25	9.2000	425,000.00	425,000.00
03-01-00	19,656.25		0.00	425,000.00
09-01-00	19,656.25	9.2500	425,000.00	0.00

EXHIBIT F

Mortgages, liens, etc.

NONE

EXHIBIT G

Litigation

A. United States District Court for the District of Rhode Island

1. United States of America, et al. v. The City of Providence, C. A. No. 77-0374
2. United States of America v. The City of Providence, C. A. No. 77-0375

B. State of Rhode Island Superior Court, Providence County

1. W. Edward Wood v. City of Providence, C. A. No. 79-3877A

EXHIBIT H

Intermunicipal Agreements or Contracts

NONE

EXHIBIT I

Labor Agreements, etc.

AGREEMENT
between
CITY OF
PROVIDENCE, RHODE ISLAND
and
RHODE ISLAND GENERAL COUNCIL
on behalf of
PUBLIC SERVICE EMPLOYEES'
LOCAL UNION 1033
of the
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

Effective: July 1, 1979 to June 30, 1982