

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 568

EFFECTIVE ~~XXXXXXXX~~ ^{Approved} October 15, 2001

WHEREAS, The Providence Redevelopment Agency (PRA) is fee title owner of a 37.37 acre parcel located at the intersection of Downing Street and Adelaide Avenue and listed at Plat 51, Lot 170 in the Tax Assessor's office in the City of Providence (hereinafter referred to as the "Gorham Site"); and,

WHEREAS, The Gorham Site, prior to the PRA taking title to the property, was utilized for the manufacturing of fine silver goods: and,

WHEREAS, An enviromental site assessment conducted at the Gorham Site has revealed the presence of contaminants in the soil and water that require remediation; and,

WHEREAS, Textron Inc ("Textron"), a prior owner of the Gorham Site, entered into an Agreement ("Remediation Agreement") on January 10, 1994,(authorized by Resolution of the City Council) with the City of Providence ("City"), whereby Textron, at its sole cost and expense, has agreed to implement and carryout the remediation of all surface and subsurface soil and water contamination at the Gorham Site; and

WHEREAS, Under the Remediation Agreement, Textron has indemnified the City of Providence, and holds harmless, the City of Providence from causes of action arising from its obligations in carrying out its activities pursuant to the Remediation Agreement; and,

WHEREAS, The PRA has entered into a "Ground Lease" with Mashpaug Associates, LLC ("Mashpaug"), whereby Mashpaug has agreed to lease a portion of the Gorham Site from the PRA: and

WHEREAS, As a condition of the Ground Lease, Mashpaug has requested that the City indemnify Mashpaug from any and all causes of action that may arise out of, or in connection with, any hazardous materials located at the Gorham Site.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Providence hereby indemnifies and holds harmless Mashpaug Associates, LLC, its sutenants, their employees, agents, officers, directors, lenders (and their successors and/or assigns), customers and invitees, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, attorney fees, investigation and laboratory fees, court costs, and litigation expensed) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any hazardous materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury or property damage arising

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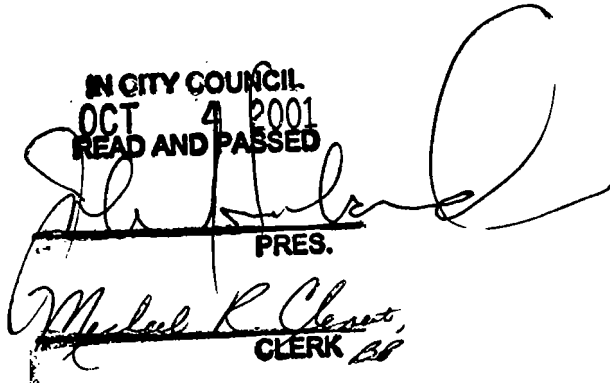
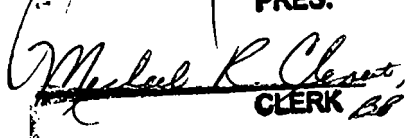
IN CITY COUNCIL
SEP 6 2001
FIRST READING
FINANCE
MICHAEL R. CLARKE
and

THE COMMITTEE ON
Finance
Recommendation - *Passage, As Amended*
Ann M. Stein
10-1-01 CLERK

out of or related to such hazardous materials; (c) any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous materials, and/or (d) any violation of laws, orders, regulations, requirements, or demands of government authorities, which are based upon or in any way related to such hazardous materials.

2. The Mayor of the City of Providence is hereby authorized to execute of behalf of the City of Providence, an Indemnification Agreement with Mashpaug Associates, LLC, in accordance with this Resolution.

3. This Resolution shall become effective upon passage.

IN CITY COUNCIL.
OCT 4 2001
READ AND PASSED

PRES.

CLERK *MR*

EFFECTIVE WITHOUT
THE MAYOR'S SIGNATURE:

MICHAEL R. CLEMENT,
CITY CLERK