

US EPA ARCHIVE DOCUMENT

THE ROBINSON GREEN BERETTA CORPORATION

2 JOHN STREET PROVIDENCE, RHODE ISLAND 02906 401 272-1730

Centredale Manor
11.9
10886

2 November 1981

NOV 1981
RECEIVED

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Attn: William Lund

Re: Centredale Manor
North Providence, RI
RGB #2629-3

Gentlemen:

Enclosed please find three (3) copies of Test Pit Logs
dated October 16, 1981, for your use and information.

Very truly yours,

THE ROBINSON GREEN BERETTA CORPORATION

Gerhard H. Graf P.E.

Gerhard H. Graf, P.E.
Vice President

GHG/lhg

Encs.

DISTRIBUTION

P.H. ☒
R.K. ☒
P.E. ☒
Burch ☐
Field ☒
File ☐
Other ☐

Estimation

#10886

000277

THE ROBINSON GREEN BERETTA CORPORATION

2 JOHN STREET PROVIDENCE, RHODE ISLAND 02906 401 272-1730

TEST PITS - October 16, 1981

Project: Centerdale Manor
RGB #2629

Observed by the Following:

W. Lund	Marshall Contractors, Inc.
R. Keaney	Marshall Contractors, Inc.
G. H. Graf	The Robinson Green Beretta Corp.

TP-1 Moved 20' West

0	to 2"	broken asphalt
2"	to 4'-0"	mixed sand and gravel fill some oil and chemical saturation chemical odors
4'-0"	to 6'-0"	silty subsoil with chemical saturation
6'-0"	to 7'-0"	boney gravel water weeping @ 4'-0"

TP-2

0	to 2'-0"	mixed debris
2'-0"	to 3'-0"	silty subsoil, possible fill
3'-0"	to 10'-0"	med. dense boney gravel water @ 5'-0" <u>+</u>

TP-3

0	to 4'-0"	silt & sand fill
4'-0"	to 5'-0"	probable original topsoil and peat
5'-0"	to 10'-0"	med. dense boney gravel water @ 4'-6" <u>+</u>

TP-4

0	to 4'-6"	misc. earth and organic fill
4'-6"	to 6'-0"	probable original subsoil
6'-0"	to 9'-0"	boney gravel water running @ 3'-0" <u>+</u> all stratas saturated with heavy oil

TP-5

0	to 4'-0"	misc. organic fill
4'-0"	to 5'-6"	probable original top & subsoil
5'-6"	to 10'-0"	med. dense boney gravel water running @ 3'-0"

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TEST PITS - Oct .er 16, 1981

Project: Centerdale Manor

RGB #2629

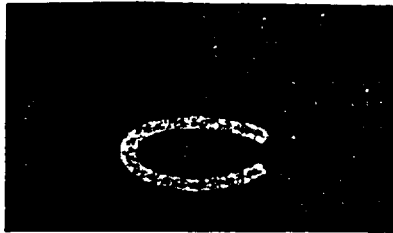
TP-6 15' West of B-2

0 to 3'-6" earth & timber debris
3'-6" to 4'-6" silty subsoil, perched water @ 2'-6"
4'-6" to 9'-0" med. dense boney gravel

NOTE: All test pits had chemical odors

GHG:sek

000279



MARSHALL CONTRACTORS, INC.

JOB MEETING MINUTES

Job: Centerdale Manor

Date: February 1, 1982

Attended By:

John P. Leo

State of R. I.-Dept. of Environmental
Management

Alan R. Brodd

State of R. I.

Gerry Graf

Robinson Green & Beretta

Bill Greig

Robinson Green & Beretta

Mike Powers

Goldberg/Zoino & Associates

Bud Hodess

HOMAR

William R. Lund

Marshall Contractors

1. The meeting was called to examine the procedures to be utilized for removal of the "SOLID WASTE" Materials at the above captioned project. It was agreed that 10 split spoon holes were to be driven to the bottom of the strip line, which has been established at elevation 93.33. It was also indicated that the material to be removed was not to be classified as clean fill, and a suggestion was made to have it hauled to the Silvestri Land Fill, where they could utilize the material as fill to cover their refuse.
2. With regards to the barrel removal: It was indicated that the barrels were to be set in 3 groups, one classified as empty, the other classified as questionable, and the the third classified as possible. The areas for the questionable and possible should be enclosed within a chain link fence. The empty barrels could be crushed and removed from the site.
3. With regards to the moving and handling of the barrels: John Leo suggested that disposable white suits (sized extra large) should be available, a respirator ($\frac{1}{2}$ face mask type) should be worn, along with goggles, hard hats, heavy duty rubber gloves, and suitable rubber boots. He also suggested that eye wash material be available, along with a good first aid kit.
4. It was suggested that Goldberg/Zoino have an advisor supervise the relocation and stock piling of the questionable barrels as a safety inspector type. This was agreed to by all parties and will be done.
5. With regards to the sampling process, material from all of the 10 locations were to be combined to provide a composit sample for which Goldberg/Zoino will provide the testing analysis as request-

000280

ed by John Leo.

6. As soon as the barrel relocation and removal process begins, William Lund will notify John Leo and all other parties that this process will commence.

Distribution:

All attendees

Jack Marshall

Bob McNamara

Stan Puddicombe

Lon Jamison

Expediting



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

38 State Street
Providence, R. I. 02908

January 18, 1982

Mr. Gerhard H. Graf, P.E.
c/o The Robinson Green Beretta Corporation
2 John Street
Providence, Rhode Island 02906

APPLICATION NO. 5027

Dear Mr. Graf:

Kindly be advised that this Department has reviewed your Request for Fresh Water Wetlands Applicability Determination and inspected the site of proposed building and parking area construction located south of Smith Street, North Providence, Rhode Island,

and as described by the site plan submitted with your request and entitled "Centredale Manor North Providence, Rhode Island" dated November 20, 1981 Sheets 1 and 2.

Under the following provisions: 1. Only work specifically shown on the aforementioned site plan is allowed. 2. Adequate measures are taken to prevent sediments from entering adjacent wetlands to include at least those measures delineated on the aforementioned plan.

it is our conclusion that this proposal represents an insignificant alteration of a fresh water wetland. Therefore, under the aforementioned provisions, a permit to alter fresh water wetlands will not be required.

Please note that this does not remove your obligation to obtain any necessary permits from local, federal or other state agencies.

Very truly yours,

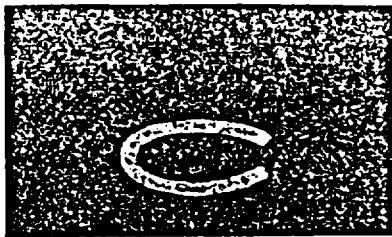
Peter M. Janaros, P.E.
Peter M. Janaros, P. E.
Chief

Division of Land Resources

JT/PMJ/lp

000282

RECEIVED BY THE RGS CORP.
RAD _____ JAB _____ GJJ _____
JRB _____ DMN _____ GHG _____
ACTION BY _____
JAN 20 1982
TRZ _____ WG _____ RJE _____
JRC _____ WKA _____ GEM _____
MS _____ RMS _____ JEB _____
JTN _____ RJG _____ KRW _____



MARSHALL CONTRACTORS, INC.

JOB MEETING MINUTES

Job: Centerdale Manor
North Providence, RI/Job No. 120

Date: March 25, 1982
Meeting #2

Attended By:

Russell Ferland
William Lund
Michael Puddicombe
Walter Kosinski
Dave Carnevale

The Robinson Green Beretta Corp.
Marshall Contractors, Inc.
Marshall Contractors, Inc.
Goldberg/Zoino & Associates
C. Pezza & Sons

1. A review of the site was made to examine the problems with the existing soils and topography. It was indicated that on the southern side of the south parking lot, we would cut this area to sub-grade and examine the existing conditions. There was to be no work done with regard to the sludge pits.
2. North of that area progressing towards the northern part of the site, we were to remove and replace the sludge pits with what is called a "shot rock" to an elevation above the water table. At that point, we would examine that condition and prepare to install the remainder in gravel.
3. C. Pezza & Son was to provide a quotation to Marshall Contractors for an eight foot strip of class B stone at the river's edge in the area of the northwest retention basin. This is an attempt to prevent erosion of the bank due to the river's condition.
4. Goldberg/Zoino & Associates was to analyze the existing soil condition in that northwest retention basin for the potential of hydroseeding same to avoid installing the loam in what would be a very muddy and unstable area. If hydroseeding is a possibility, C. Pezza & Son would forward the appropriate credit

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MARSHALL CONTRACTORS. INC.

Centerdale Manor
N. Providence, RI/Job 120
Page 2

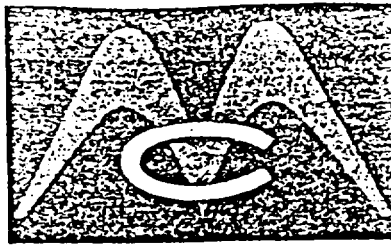
for the excavation of material to a subgrade prior to the installation of the loam.

5. We then examined two attempted test holes north of the north parking lot where we have discussed the possibility of relocating some of the parking from the south parking lot in an attempt to avoid the wet and unstable area. The pits were taken approximately forty feet off the southern end of the existing curb in line with the curbing of the existing parking lot. We were able to dig approximately one foot down where we encountered a concrete slab. Elevations were to be provided for the top of slab.
6. Russ Ferland was to review the findings of our site inspection and issue either the change proposal request or supplemental instructions as to how we were to proceed as it relates to the site work.

Distribution:

All attendees
Jack Marshall
Bob McNamara
Stan Puddicombe
Lon Jamison
Expediting
Field

000284



ROC
J. A.

MARSHALL CONTRACTORS, INC.

JOB MEETING MINUTES

Job: Centerdale Manor
N. Providence, RI
Job No. 120

Date: April 23, 1982
Meeting #3

Attended by:	William Lund	Marshall Contractors, Inc.
	Michael Puddicombe	Marshall Contractors, Inc.
	Dave Carnevale	C. Pezza & Son
	Paul Tetreault	Max Fish Plumbing & Heating
	Ken Uttley	Felix Weigand & Son, Inc.
	Bill McConnell	Anastasi Brothers, Inc.
	Steve Fereli	Anastasi Brothers, Inc.

1. With regard to the site work, Dave Carnevale questioned the additional cost to isolate barrels that are burried below grade which were uncovered in the south parking lot. Accurate time has been kept on same. William Lund is to discuss with Lon Jamison. Dave indicated that the personnel were to remain on the site and not be removed so that we may complete the building backfill, etc. William Lund indicated that the utilities are anticipated to start or should start on April 26, and be completed by May 7. This includes all the site water underground as well as the meter pit, etc. Dave was to contact Bragger to expedite. Mike was to contact Geisser to review the materials in the south parking lot for stability in order to expedite the gravel operation on same. William Lund was to advise whether or not the two extras, one for the 8' band of stone at the river edge, the other for the removal of the burried slab had been removed.
2. With regard to the mechanical, William Lund indicated that the openings for the precast plank must be returned to Marshall Contractors by Monday April 26, 1982 in order to avoid delays in delivery of the plank. William Lund indicated that it would be the responsibility of Max Fish if said delivery is delayed. Mike Puddicombe requested that the underground work begin next week. Paul Tetreault questioned the approvals for the tubs as they will be critical in delivery of installation on the floors. Paul

000285

Centerdale Manor
Job No. 120
April 23, 1982
Page 2

was also to review the submittals for the boilers and fire pump.

3. With regard to the masonry, Bill McConnell indicated that they had figured a ten week duration for the masonry. William Lund indicated that we anticipate starting the masonry above finished floor on May 11, 1982. We reviewed a letter from The Robinson Green Beretta Corp. with regard to submittal and testing data. This was to be forwarded to Anastasi for their review and compliance. William Lund questioned the staging and indicated that it was Marshall Contractors understanding that the whole building was to be completely wrapped with staging for use by the other trades to commence one week prior to the brick work and last one month after the completion of the brick work. Bill McConnell was to review that with Larry Anastasi. We also discussed the lintels and questioned whether or not one side of the lintel should be fixed while the other side be free for movement. William Lund was to review with The Robinson Green Beretta Corp. Bill McConnell indicated that samples will be submitted by Consolidated and Pascale. He also requested that the vertical dowels to go into the masonry cells be 8' in length plus whatever laps are required. William Lund was to coordinate same.

JOHN →

Distribution:

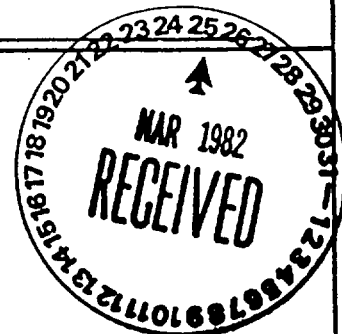
All attendees
John Nowell
Jack Marshall
Bob McNamara
Stan Puddicombe
Lon Jamison
Expediting—

000286

FIELD SUMMARY

FILE No. P-3227

DATE 2/22/82 REPORT No. One SHEET 1 OF 1
 PROJECT Centerdale Manor-Site Clearance LOCATION North Providence, R.I.
 CLIENT Marshall Engineering CONTRACTOR Pezza
 WEATHER CONDITIONS Clear REMARKS Below, D.



A. Arrived on site 0700 hours.

B. Equipment working:

- 1) 1 JD510 backhoe with front loading bucket.
- 2) 1 6-wheel dump truck.
 (both vehicles supplied by Pezza)
- 3) 1 operator, 1 foreman and 2 laborers.

C. Work accomplished:

One large concentration of disposed drums was removed from an area along the banks of the Woonasquacket River and scattered drums were removed from the south end and east portions of the site. This observer selected drums to be saved for later sampling and analysis of contents for subsequent determination by DEM of appropriate disposal techniques.

D. Remarks:

- 1) Pezza employees were informed of the need for individual protective gear and cautioned to remove said equipment before leaving the site for lunch or the end of the day's work. A first aid station was maintained on site.
- 2) Drum excavation and removal techniques were modified slightly from those established by DEM. Drums selected for sampling were moved by sling onto the dump truck and subsequently transported to the concrete containment area. Approximately twenty (20) drums were segregated as to probable liquid, solid, or questionable contents.

E. Visitors:

Undersigned met Bill Lund and site supervisor for Marshall Engineering at 0800 hours. John Leo, a DEM engineer from Air and Hazardous Waste, visited the site and expressed approval of protective gear and drum removal techniques.

F. Left site 1600 hours.

Distribution:

William Lund, Marshall Engineering
 John Leo, RIDEM
 Gerard Graf, Robinson, Green, Beretta Corp.

000287

ON-JOB TIME	<u>8.5</u>
	<u>.5</u>
TRAVEL TIME	<u>---</u>
OFFICE TIME	<u>---</u>
TOTAL TIME	<u>9.0</u>



Michael Sherrill

PREPARED BY

FIELD SUMMARY

FILE No. P-3227

DATE 2/23/82 REPORT No. Two SHEET 1 OF 1
 PROJECT Centerdale Manor LOCATION North Providence, R.I.
 CLIENT Marshall Engineering CONTRACTOR Pezza
 WEATHER CONDITIONS Clear REMARKS Below, D.

A. Arrived on site 0730 hours.

B. Equipment working:

- 1) 1 JD510 backhoe with front loading bucket.
- 2) 1 6-wheel dump truck.
- 3) 1 operator, 1 foreman and 1 laborer.

C. Work accomplished:

- 1) Clearing of the southeast corner of the site continued. Drums were culled from trash piles and removed by hand or with the backhoe from the marsh areas. Drums adjudged to contain no chemical wastes materials were crushed and stockpiled on site for later disposal.
- 2) Approximately fifteen (15) drums were placed in the containment area for subsequent sampling. Three (3) 1-pint jars, one 1-gallon plastic jug, and one 1.5 liter bottle of unidentified liquid contents were unearthed and hand carried to the containment area.

D. Remarks:

- 1) Site was inspected by John Leo of R.I.D.E.M. He expressed satisfaction and approval of clearing operations.
- 2) Removal of drums from wet marsh area disturbed bottom materials and released unpleasant odors; when disturbance of this area ceased, odors dissipated. It is believed that the gases responsible are due to natural decay of vegetation rather than the release of disposed drum contents.
- 3) An insurance agent representing Pezza employees briefly observed removal operations. The individual commented that unprotected persons should be waved off from approaching the area.

E. Left site 1600 hours.

Distribution:

William Lund, Marshall Engineering
 John Leo, RIDEM
 Gerard Graf, Robinson, Green, Beretta Corp.

000288

ON-JOB TIME 8.0

TRAVEL TIME .5

OFFICE TIME --

TOTAL TIME 8.5



Michael Sherrill

PREPARED BY

FIELD SUMMARY

FILE No. P-3227

DATE 2/24/82 REPORT No. Three SHEET 1 OF 1
 PROJECT Centerdale Manor LOCATION North Providence, R.I.
 CLIENT Marshall Engineering CONTRACTOR Pezza
 WEATHER CONDITIONS Clear/Windy REMARKS Below, D.

A. Arrived on site 0730 hours.

B. Equipment working:

- 1) 1 backhoe with front bucket.
- 2) 1 dump truck.
- 3) 1 operator, 1 foreman and 1 laborer.

C. Work accomplished:

- 1) The marsh at the south end of the site was cleared of visible drums and three (3) large trash heaps were culled for hidden drums. This observer selected approximately ten (10) drums for containment and subsequent sampling.
- 2) One trash heap at the southwest end of the site was colored with fluorescent powder. Drums were culled from this pile for disposal and the remaining material was segregated for subsequent inspection by John Leo of RI DEM.

D. Remarks:

- 1) Representatives of the town visited the containment area and construction trailer.
- 2) Gusting winds produced some hazard of airborne particles; however, no problem developed.

E. Left site 1600 hours.

Distribution:

William Lund, Marshall Engineering
 John Leo, RIDEM
 Gerard Graf, Robinson, Green, Beretta Corp.

600289

ON-JOB TIME 8.0
 TRAVEL TIME .5
 OFFICE TIME --
 TOTAL TIME 8.5



Michael Sherrill

PREPARED BY

FIELD SUMMARY

FILE No. P-3227

DATE 2/25/82 REPORT No. Four SHEET 1 OF 1
 PROJECT Centerdale Manor LOCATION North Providence, R.I.
 CLIENT Marshall Engineering CONTRACTOR Pezza
 WEATHER CONDITIONS Clear/Windy REMARKS Below, D.

A. Arrived on site 0730 hours.

B. Equipment working:

- 1) 1 JD 510 backhoe with front bucket.
- 2) 1 dump truck.
- 3) 1 operator, 1 foreman and 1 laborer.

C. Work accomplished:

- 1) Visible drums were removed from banks of the river and along the northeast bank of the swale. Approximately seven (7) drums were removed to the containment area for subsequent sampling.
- 2) Piles of crushed drums were collected and moved to the crushed drum staging area for subsequent removal and disposal off site.
- 3) At approximately 1330 hours, excavation of one (1) partially buried drum along the east section also unearthed a second drum which immediately emitted heavy gray smoke upon exposure to the air. Workers were waved off and Marshall survey crew was advised to avoid the area.

This observed notified John Leo of R.I.DEM, who arrived on site and directed the removal, sealing and handling of this drum. Pezza personnel were instructed as to proper procedure in the event of similar occurrences during future excavations in the area. No injuries were sustained.

This drum continued smoking slightly when in containment area, was resealed and removed from other drums.

D. Left site 1600 hours.

Distribution:

William Lund, Marshall Engineering
 John Leo, RIDEM
 Gerard Graf, Robinson, Green, Beretta Corp.



ON-JOB TIME	<u>8.0</u>
TRAVEL TIME	<u>.5</u>
OFFICE TIME	<u>--</u>
TOTAL TIME	<u>8.5</u>

Michael Sherrill

PREPARED BY

000290

FIELD SUMMARY

FILE No. P-3227

DATE 2/26/82 REPORT No. Five SHEET 1 OF 1
 PROJECT Centerdale Manor LOCATION North Providence, R.I.
 CLIENT Marshall Engineering CONTRACTOR Pezza
 WEATHER CONDITIONS Clear/Windy REMARKS _____

A. Arrived on site 0830 hours.

B. Equipment working:

- 1) 1 Fiat-Allis front-end loader with operator.
- 2) 1 foreman.
- 3) Dump trucks with drivers.

C. Work accomplished:

- 1) Pezza crew initiated removal of crushed drums from site.
- 2) John Leo of RIDEM and the undersigned opened and sampled the barrels held at the containment area. Approximately twenty (20) barrels were adjudged to contain no hazardous materials and were marked for crushing and removal.

The remainder were segregated as to liquid, solid, or corrosive contents. These were sampled. Based upon subsequent testing, the final disposition of these drums shall be determined by the DEM.

D. Remarks:

- 1) A representative of Marshall was notified that disposition of the remaining drums was contingent upon analysis of samples.
- 2) Pezza foreman was notified to remove additional drums from containment area marked for crushing and non-hazardous solid waste disposal. He was advised to continue handling of any drums encountered in subsequent excavations in the manner established during the past week. Any suspicious drums are to be handled with protective covering. The foreman has phone numbers for RIDEM and Goldberg-Zoino offices in the event additional smoking or drums of questionable contents are uncovered.

E. Left site at 1330 hours.

Distribution:

William Lund, Marshall Engineering
 John Leo, RIDEM
 Gerard Graf, Robinson, Green, Beretta Corp.

000291

ON-JOB TIME 5.0
 TRAVEL TIME .5
 OFFICE TIME 2.0
 TOTAL TIME 7.5



Michael Sherrill

PREPARED BY

CC Accounting

contract purchase order

P3227.2



CONTRACT NO. 120
C.P.O. NO. 120-3

MARSHALL CONTRACTORS, INC.
75 Newman Avenue Rumford, Rhode Island 02916
401-438-3500

THE ABOVE NUMBERS MUST BE PLACED ON ALL INVOICES, SHIPPING NOTICES, PACKAGES, CORRESPONDENCE, ETC

Vendor No. 07055
Cost Code No. 01410

DATE March 25, 1982

VENDOR

JOB

Goldberg-Zoino & Associates, Inc.
255 South Main Street
Providence, RI

Centerdale Manor
North Providence, RI

Enter order for the materials and services described below and return one copy of this contract purchase order properly signed in the lower right hand corner to indicate acceptance within 14 days.

TERMS OF DELIVERY: F.O.B. See Below

NET 30 DAYS DISCOUNT -- % -- DAYS

SHIPPING INSTRUCTIONS: SHIPPING DATES As Requested By Contractor

Furnish all necessary labor, material and/or equipment required and perform all services and work necessary to complete TESTING AND INSPECTION SERVICES all to be as required and in strict accordance with the Agreement between Owner and Contractor and the Project Plans and Specifications as prepared by The Robinson Green Beretta Corp., Architect.

The scope of the work of this Contract Purchase Order includes and is based on the following:

1. Scope of Services:

The following provides a summary and an outline of the services to be provided by GZA.

a) Removal of Chemical Wastes:

GZA will oversee and assist in the removal of the remaining thirty or so chemical drums which are stored onsite. Included is time to assist DEM personnel in hatching of appropriate chemicals.

b) Earthwork Observation and Testing:

GZA personnel will observe, as required, the placement of fill within the building. Included is time to perform an appropriate number of field density tests.

Page 1 of 5

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MARSHALL CONTRACTORS, INC.

BY James E. Conlon
TITLE Purchasing Agent

RENDER ALL INVOICES IN TRIPLICATE

Subject to all the general terms and conditions on reverse side which are a part hereof

ACCEPTED, Subject to all terms and conditions hereof including the general conditions on the reverse side hereof

FIRM Goldberg-Zoino & Assoc., Inc.

BY M. A. Fawcett

TITLE ASSOCIATE

DATE 4/5/82

contract purchase order



MARSHALL CONTRACTORS, INC.
75 Newman Avenue, Rumford, Rhode Island 02916
401 - 438-3500

CONTRACT NO. 120
C.P.O. NO. 120-3

THE ABOVE NUMBERS MUST BE PLACED ON ALL INVOICES, SHIPPING
NOTICES, PACKAGES, CORRESPONDENCE, ETC

DATE March 25, 1982

VENDOR

Goldberg-Zoino & Associates, Inc.

JOB

Centerdale Manor

Enter order for the materials and services described below and return one copy of this contract purchase order properly signed in the lower right hand corner to indicate acceptance within 14 days.

TERMS OF DELIVERY: F.O.B.

NET

DAYS: DISCOUNT

%

DAYS

SHIPPING INSTRUCTIONS: SHIPPING DATES

c) Maintaining of a Pile Load Test:

Field personnel will be provided to observe and log the driving of test piles and to monitor the performance of a pile load test. Included is the rental of a load cell and the preparation of a brief engineering report.

d) Observation of Pile Driving Operations:

GZA will provide personnel to observe and log the driving of production piles. Included is the preparation and testing of grout samples. The Thompson and Lichtner Company will test all grout samples and serve as consultants, on an as needed basis, in evaluating the performance of the grout. The reports of all work performed will be detailed in daily field reports.

2. Commitment Value:

	<u>Task Description</u>	<u>Person Days</u>	<u>Cost</u>
1.	Removal of chemical wastes	1	\$250.00
2.	Earthwork observation and testing-field tests billed at field rates	2	\$500.00

Page 2 of 5

000293

MARSHALL CONTRACTORS, INC.

BY James E. Conlon
TITLE Purchasing Agent

RENDER ALL INVOICES IN TRIPLICATE

Subject to all the general conditions on reverse side which are a part hereof

ACCEPTED, Subject to all terms and conditions hereof including the general conditions on the reverse side hereof

FIRM Goldberg-Zoino & Assoc., Inc.

BY M.A. Powers

TITLE 4/5/82

DATE

contract purchase order



CONTRACT NO. 120
C.P.O. NO. 120-3

MARSHALL CONTRACTORS, INC.
75 Newman Avenue, Rumford, Rhode Island 02916
401 - 438-3500

THE ABOVE NUMBERS MUST BE PLACED ON ALL INVOICES, SHIPPING NOTICES, PACKAGES, CORRESPONDENCE, ETC.

DATE March 25, 1982

VENDOR

Goldberg-Zoino & Associates, Inc.

JOB

Centerdale Manor

Enter order for the materials and services described below and return one copy of this contract purchase order properly signed in the lower right hand corner to indicate acceptance within 14 days.

TERMS OF DELIVERY: F.O.B.

NET

DAYS: DISCOUNT

%

DAYS

SHIPPING INSTRUCTIONS: SHIPPING DATES

a)	Principal	\$75.00 per hour
b)	Associate	\$65.00 per hour
c)	Senior Engineer or Geologist	\$55.00 per hour
d)	Drafting	\$35.00 per hour
e)	Staff	At Salary costs (including fringe benefits) times 2.4
f)	Out of pocket expenses	Actual cost + 15%
g)	Outside Services	Invoice Cost + 15%
h)	Laboratory Soil Tests	Price Schedule avail- able on request
i)	Expert Testimony and Special Consulting Services of Principals and Associates	\$100.00 per hour

The above rates for Principals, Associates and Staff will be charged for time as follows:

- (i) The time required for traveling from Newton, MA, or branch office to jobsite and return;
- (ii) The time required for working on the job; the minimum charge for a day at the jobsite is 8 hours; and
- (iii) The time required for traveling between motel and job-site in excess of one-half hour each way.

Page 4 of 5

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MARSHALL CONTRACTORS, INC.

BY James E. Conlon
James E. Conlon
TITLE Purchasing Agent

SENDER ALL INVOICES IN TRIPLICATE

Subject to all the general conditions on reverse side which are a part hereof.

ACCEPTED, Subject to all terms and conditions hereof, including the general conditions on the reverse side hereof.

FIRM Goldberg-Zoino & Assoc., Inc.

BY M.A. Fowers
M.A. Fowers
TITLE Associate
DATE 4/5/82

contract purchase order



MARSHALL CONTRACTORS, INC.

75 Newman Avenue, Rumford, Rhode Island 02916
401 - 438-3500

CONTRACT NO. 120

C.P.O. NO. 120-3

THE ABOVE NUMBERS MUST BE PLACED ON ALL INVOICES, SHIPPING
NOTICES, PACKAGES, CORRESPONDENCE, ETC

DATE March 25, 1982

VENDOR 401/421-4140

Goldberg-Zoino & Associates, Inc.
255 South Main Street
Providence, RI

JOB

Centerdale Manor
North Providence, RI

Enter order for the materials and services described below and return one copy of this contract purchase order properly signed in the lower right hand corner to indicate acceptance within 14 days.

TERMS OF DELIVERY: F.O.B

NET

DAYS DISCOUNT

DAYS

SHIPPING INSTRUCTIONS: SHIPPING DATES

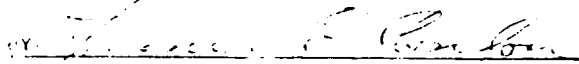
The Commitment Value will not be exceeded unless authorized by Contractor by issuance of a written amendment to this Contract Purchase Order.

3. GZA will deliver to Contractor evidence of its Professional Liability Insurance in amounts normally provided for the services described herein and in the form of certificates with the Contractor listed as the named insured.
4. All prices set forth herein include all applicable Sales and/or Use Taxes.

Page 5 of 5

000295

MARSHALL CONTRACTORS, INC.


James E. Conlon
Purchasing Agent

UNDER ALL INVOICES IN TRIPLICATE

Subject to all the general conditions on reverse side which are a part hereof.

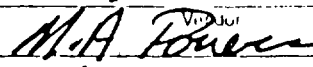
ACCEPTED, Subject to all terms and conditions hereof, including the general conditions on the reverse side hereof.

FIRM Goldberg-Zoino & Assoc., Inc.

BY

TITLE

DATE


Associate
4/5/82

contract purchase order



CONTRACT NO. 120
C.P.O. NO. 120-3

MARSHALL CONTRACTORS, INC.
75 Newman Avenue, Rumford, Rhode Island 02916
401 - 438-3500

THE ABOVE NUMBERS MUST BE PLACED ON ALL INVOICES, SHIPPING
NOTICES, PACKAGES, CORRESPONDENCE ETC

DATE March 25, 1982

VENDOR

Goldberg-Zoino & Associates, Inc.

JOB

Centerdale Manor

Enter order for the materials and services described below and return one copy of this contract purchase order properly signed in the lower right hand corner to indicate acceptance within 14 days.

TERMS OF DELIVERY: F.O.B.

NET

DAYS: DISCOUNT

%

DAYS

SHIPPING INSTRUCTIONS: SHIPPING DATES

<u>Task Description</u>	<u>Person</u>	<u>Days</u>	<u>Cost</u>
3. Monitoring of pile load test			
1 day pile driving	1		
72 hour test	9		
Rental of load cell	\$100.00		
Report preparation	1		\$2,750.00
4. Observation of pile driving			
15 days of pile driving with office supervisor			\$4,500.00
Testing of grout sample and consultation with Thompson & Lichtner			\$1,200.00
Commitment Value:			\$9,200.00

A "person day" is defined to include an 8 hour day.

The Commitment Value is based on an understanding of the work to be completed. Billings will be based on the actual time and expenses accrued in accordance with the following Fee Schedule:

Page 3 of 5

000296

MARSHALL CONTRACTORS, INC.

BY James E. Conlon
TITLE Purchasing Agent

RENDER ALL INVOICES IN TRIPLICATE

subject to all the general conditions on reverse side which are a part hereof

ACCEPTED, Subject to all terms and conditions hereof, including the general conditions on the reverse side hereof

FIRM Goldberg-Zoino & Assoc., Inc.

BY Michael A. Fawcett

TITLE ASSOCIATE

DATE 4/5/82

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Richard W. Endlar Insurance Agency, Inc.

210 BOYLSTON STREET
CHESTNUT HILL, MASSACHUSETTS 02167
Phone: (617) 964-2111

COMPANIES AFFORDING COVERAGES

COMPANY LETTER

A Home Insurance Company

COMPANY LETTER

B American Motorists Insurance Company

COMPANY LETTER

C Northeastern Fire Ins. Co. of Penn.

COMPANY LETTER

D

COMPANY LETTER

E

NAME AND ADDRESS OF INSURED

Goldberg, Zoino & Associates, Inc.
320 Needham Street
Newton, Massachusetts, 02164

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY ☒ COMPREHENSIVE FORM ☒ PREMISES—OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD ☐ UNDERGROUND HAZARD ☒ PRODUCTS/COMPLETED OPERATIONS HAZARD ☒ CONTRACTUAL INSURANCE ☒ BROAD FORM PROPERTY DAMAGE ☒ INDEPENDENT CONTRACTORS ☒ PERSONAL INJURY	BOP8671811	2/28/83	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1,000	\$1,000
				PERSONAL INJURY		\$1,000
				Professional Liability is Excluded		
	AUTOMOBILE LIABILITY ☐ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
C	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	CXS66U-13967	1/1/83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,000	\$2,000
B	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	2CW109308 includes all states endorsement	5/1/83	STATUTORY	\$ 100	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Goldberg-Zoino Job #P-3227
Marshall Contractors, Inc. Job #120

Centerdale Manor in North Providence, Rhode Island

Centerdale 000297

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Marshall Contractors, Inc.
75 Newman Street
Rumford, Rhode Island, 02916
Att: Mr. L. W. Jameson

DATE ISSUED: September 28, 1982

Richard W. Endlar Insurance Agency, Inc.

by:

Richard W. Endlar
AUTHORIZED REPRESENTATIVE

C/100-3

October 28, 1982

Mr. Robert W. Batchelder
Vice President
Rollins Burdick Hunter of Mass., Inc.
99 High Street
Boston, MA 02110

Reference: Centerdale Manor
North Providence, RI - Job No. 120

Dear Bob:

Enclosed herewith is a copy of a letter dated October 25, 1982, from Goldberg Zoino & Associates, Inc., relative to their Certificate of Insurance on the above referenced project.

Please be advised that we concur with their letter and see no need for further action at this time.

Very truly yours,

MARSHALL CONTRACTORS, INC.

L. W. Jamison
Vice President - Purchasing

LWJ:jrs
Enclosure

bcc: Bill Lund w/attach.
Stan Puddicombe w/attach.
Exec. Sub File w/original
Reading File

000298

Sutton



GOLDBERG · ZOINO & ASSOCIATES, INC.
GEOTECHNICAL · GEOHYDROLOGICAL CONSULTANTS



DONALD T GOLDBERG
WILLIAM S ZOINO
JOSEPH D GUERTIN
JOHN E AYRES
JOHN P SULLIVAN
STEVEN J TRETTEL
JAMES H REYNOLDS
CONSULTANTS:
WALTER E JAWORSKI
STANLEY M BEMBEN

MICHAEL A. POWERS, P.E.
DISTRICT MANAGER

October 25, 1982

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, R. I. 02916

Attention: Mr. L. W. Jamison

RE: Certificates of Insurance
Centerdale Manor
North Providence, R. I.
Your Job No. 120

Gentlemen:

We are writing in response to Mr. Jamison's letter of October 19, 1982, concerning the amount of coverage provided by our automobile insurance policy. GZA has completed all our field studies and therefore will not be visiting the site to perform services under our existing contract. For this reason, we do see a need at this time to increase the coverages provided by our automobile insurance. If there is some aspect of this issue I am missing, please do not hesitate to call me.

Very truly yours,

Michael A. Powers
Associate

MAP:mrh

000299

contract purchase order



MARSHALL CONTRACTORS, INC.

75 Newman Avenue, Rumford, Rhode Island 02916
401 - 438-3500

CONTRACT NO. **120**

C.P.O. NO. **120 - 7**

THE ABOVE NUMBERS MUST BE PLACED ON ALL INVOICES, SHIPPING NOTICES, PACKAGES, CORRESPONDENCE, ETC.

Vendor #10020

Cost Code #02055

DATE **May 19, 1982**

VENDOR

401-438-9092

Jet-Line Services Inc.

7 Dexter Rd.

East Providence, RI 02914

JOB

Centerdale Manor

North Providence, RI

Enter order for the materials and services described below and return one copy of this contract purchase order properly signed in the lower right hand corner to indicate acceptance within 14 days.

TERMS OF DELIVERY: F.O.B. **See Below**

NET 30 DAYS: DISCOUNT @ % - DAYS

SHIPPING INSTRUCTIONS: SHIPPING DATES **As Required By the Construction Schedule**

Furnish all necessary labor, material and/or equipment required and perform all services and work necessary to remove eight (8) drums classified as "HAZARDOUS MATERIAL" from the job site and to dispose of same in a manner satisfactory to all Federal, State and Local regulations and in conformance with all applicable codes and/or regulations of all entities having jurisdiction thereof.

LUMP SUM PRICE **\$2,352.00**

E.P.A. I.D. #RID 980524532

Insurance Requirements shall be in accordance with the Schedule of Insurance Requirements, a copy of which is attached hereto and hereby made a part hereof.

The amount of this order includes all applicable Sales and/or Use Taxes.

000300

MARSHALL CONTRACTORS, INC.

BY

L.W. Jamison

TITLE **Vice President Purchasing**

RENDER ALL INVOICES IN TRIPLICATE

Subject to all the general conditions on reverse side which are a part hereof.

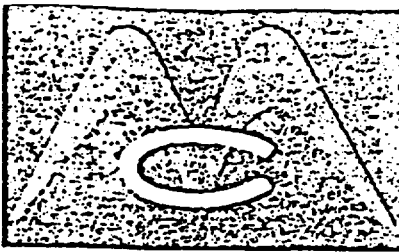
ACCEPTED, Subject to all terms and conditions hereof, including the general conditions on the reverse side hereof.

FIRM **Jet-Line Services Inc.**

BY

TITLE **General Manager**

DATE **5-19-82**



MARSHALL CONTRACTORS INC.

EXHIBIT G

Job No. 120
Centerdale Manor
North Providence, Rhode Island
(RI 43-HO23-121)

Schedule of Insurance Requirements

Please have your Insurance Certificates prepared and forwarded as soon as possible. The Insurance Requirements are as follows:

WORKMEN'S COMPENSATION

Statutory

Section B, Employer's Liability

\$500,000

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury Limit

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Property Damage Limit

\$500,000 Each Occurrence
\$500,000 Aggregate

Including:

XCU where required
Contractual Liability
Completed Operations (Maintained for 2 years after final payment)
Broad Form Property Damage
Personal Injury
Independent Contractors, where required

AUTOMOBILE LIABILITY (including all owned, non-owned and hired vehicles)

Bodily Injury Limit

\$500,000 Each Person
\$1,000,000 Each Occurrence

Property Damage Limit

\$500,000 Each Occurrence

EXCESS OVERALL UMBRELLA LIABILITY: \$1,000,000

000301

CANCELLATION CLAUSE: 30 day notice of cancellation required

[Handwritten signature]

Certificate of Insurance



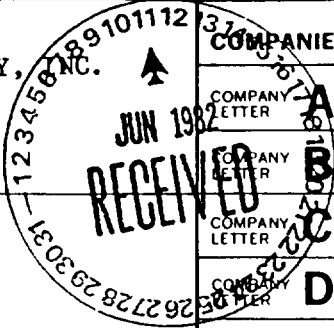
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

J. BARRY DRISCOLL INSURANCE AGENCY,
150 WOOD ROAD
BRAINTREE, MASSACHUSETTS 02184

NAME AND ADDRESS OF INSURED

JET LINE SERVICES, INC.
AND BLACK GOLD SERVICES, INC.
R-441 CANTON STREET
STOUGHTON, MASSACHUSETTS 02072



COMPANIES AFFORDING COVERAGES

- COMPANY LETTER A COMMERCIAL UNION INSURANCE COMPANY
- COMPANY LETTER B MISSION INSURANCE COMPANY
- COMPANY LETTER C INSURANCE COMPANY OF NORTH AMERICA
- COMPANY LETTER D CANADIAN UNIVERSAL INSURANCE COMPANY
- COMPANY LETTER E KEMPER INSURANCE GROUP

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
D	GENERAL LIABILITY	C5GL79539	5/7/83	BODILY INJURY	\$ ----	\$ ----
	☒ COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ ----	\$ ----
	☒ PREMISES—OPERATIONS					
	☒ EXPLOSION AND COLLAPSE HAZARD					
	☒ UNDERGROUND HAZARD					
C E	☒ PRODUCTS/COMPLETED OPERATIONS HAZARD	(C) LMT012521 JET LINE-MA (E) F2L16501 JET LINE-NH. MAINE (C) LMT012521 BLACK GOLD-MA (E) F2L16502 BLACK GOLD-NH. MAINE (C) EXPIRATION DATE 1/1/83 (E) EXPIRATION DATE 5/7/83		BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500,	\$ 500,
	☒ CONTRACTUAL INSURANCE					
	☒ BROAD FORM PROPERTY DAMAGE					
	☒ INDEPENDENT CONTRACTORS					
	☒ PERSONAL INJURY					
C E	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$ 500,	
	☒ COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$ 500,	
	☒ OWNED			PROPERTY DAMAGE	\$ 100,	
	☒ HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ ---	
	☒ NON-OWNED					
B	EXCESS LIABILITY	MN009690	5/7/83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 10,000	\$ 10,000
	☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM					
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	CB9082-016	4/27/83	STATUTORY		\$ 100,000 (EACH ACCIDENT)
	OTHER					
C	PROTECTION AND	HU201078	3/20/83	\$500,000. LIMIT PER ACCIDENT		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cleanup of oil spills from land and water and other related operations.
(All States) and also Hazardous Materials Handlings.

600302

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Att: William Lund

DATE ISSUED: May 24, 1982

J. BARRY DRISCOLL INSURANCE AGENCY, INC.

AUTHORIZED REPRESENTATIVE

July 6, 1982

Jet-Line Services Inc.
7 Dexter Street
East Providence, RI 02914

Re: Centerdale Manor
North Providence, RI - Job No. 120

Gentlemen:

Enclosed herewith is a critique prepared by our insurance agency, Rollins Burdick & Hunter of Massachusetts, Inc., indicating certain deficiencies in the Certificates of Insurance that you have provided to us on the above referenced project.

It is imperative that you see that your Certificates are revised immediately to conform to that required by the Schedule of Insurance Requirements made a part of the Subcontract Agreement.

We would appreciate receiving said revised Certificates within ten days from the date of this letter.

Very truly yours,

MARSHALL CONTRACTORS, INC.

L. W. Jamison
Vice President - Purchasing

LWJ/db

Enc.

bcc: Bill Lund w/att.
Mike Puddicombe w/att.
Executed Sub file w/att.
Reading file
Tickler file for July 30th

000303

ROLLINS BURDICK HUNTER OF MASSACHUSETTS, INC.
99 HIGH STREET
BOSTON, MASSACHUSETTS 02110

DATE 6/25/82

TO: MCKE

PROJECT: Centerville Manor #120

SUBCONTRACTOR: Jet Line Services, Inc. and Black Sea Services, Inc.

Certificate received from captioned Subcontractor does not meet the job specifications for the following reason(s):

Bodily Injury Limit (other than Automobile) should be: _____
Property Damage Limit (other than Automobile) should be: _____

Automobile Bodily Injury Limit should be: _____
Automobile Property Damage Limit should be: _____

The following coverages have not been included on Certificate:

- _____ Workers' Compensation
- _____ Employer's Liability Limit should be \$ _____
- _____ Independent Contractors
- _____ Completed Operations
- _____ Contractual
- _____ Broad Form Property Damage
- _____ Personal Injury
- _____ XCU Coverage, if applicable
- _____ Automobile Liability
- _____ Non-Owned and Hired Automobile Liability
- ☒ Cancellation Clause should be 30 days
- _____ Request Renewal Certificate

000304

_____ expires _____
_____ Umbrella - Liability Limit should be \$ _____
_____ Certificate Holder should read:

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

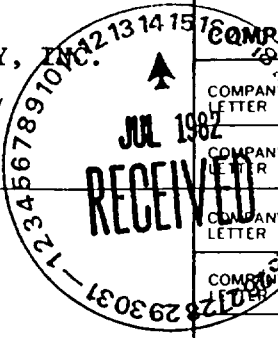
J. BARRY DRISCOLL INSURANCE AGENCY, INC.
150 WOOD ROAD
BRAINTREE, MASSACHUSETTS 02184

NAME AND ADDRESS OF INSURED

JET LINE SERVICES, INC.
AND BLACK GOLD SERVICES, INC.
R-441 CANTON STREET
STOUGHTON, MASSACHUSETTS 02072

COMPANIES AFFORDING COVERAGES

- COMPANY LETTER **A** COMMERCIAL UNION INSURANCE COMPANY
COMPANY LETTER **B** MISSION INSURANCE COMPANY
COMPANY LETTER **C** INSURANCE COMPANY OF NORTH AMERICA
COMPANY LETTER **D** CANADIAN UNIVERSAL INSURANCE COMPANY
COMPANY LETTER **E** KEMPER INSURANCE GROUP



This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
D	GENERAL LIABILITY	C5GL79539	5/7/83	BODILY INJURY	\$ ----	\$ ----
	☒ COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ ----	\$ ----
	☒ PREMISES—OPERATIONS					
	☒ EXPLOSION AND COLLAPSE HAZARD					
C E	☒ UNDERGROUND HAZARD	(C) LMT012521 JET LINE-MA (E) F2L16501 JET LINE-NH. MAINE (C) LMT012521 BLACK GOLD-MA (E) F2L16502 BLACK GOLD-NH. MAINE (C) EXPIRATION DATE 1/1/83 (E) EXPIRATION DATE 5/7/83	5/7/83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500,	\$ 500,
	☒ PRODUCTS/COMPLETED OPERATIONS HAZARD					
	☒ CONTRACTUAL INSURANCE					
	☒ BROAD FORM PROPERTY DAMAGE					
B	☒ INDEPENDENT CONTRACTORS	MN009690	5/7/83	PERSONAL INJURY		\$ 500,
	☒ PERSONAL INJURY					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$ 500,	
	☒ COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$ 500,	
A	☒ OWNED	CB9082-016	4/27/83	PROPERTY DAMAGE	\$ 100,	
	☒ HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ ---	
	☒ NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 10,000,	\$ 10,000
C	☐ UMBRELLA FORM	HU201078	3/20/83			
	☐ OTHER THAN UMBRELLA FORM					
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	CB9082-016	4/27/83	STATUTORY		\$ 100,000 (EACH ACCIDENT)
	OTHER					
C	PROTECTION AND	HU201078	3/20/83	\$500,000. LIMIT PER ACCIDENT		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cleanup of oil spills from land and water and other related operations (All States) and also Hazardous Materials Handlings.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

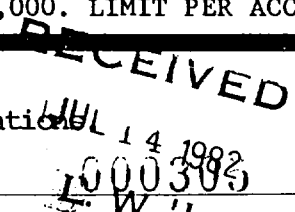
Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Att: William Lund

DATE ISSUED: July 13, 1982

J. BARRY DRISCOLL INSURANCE AGENCY, INC.

AUTHORIZED REPRESENTATIVE



Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY J. BARRY DRISCOLL INSURANCE AGENCY, INC. 150 WOOD ROAD BRAINTREE, MASSACHUSETTS 02184		COMPANIES AFFORDING COVERAGES	
NAME AND ADDRESS OF INSURED JET LINE SERVICES, INC. AND BLACK GOLD SERVICES, INC. R-441 CANTON STREET STOUGHTON, MASSACHUSETTS 02072		COMPANY LETTER A	COMMERCIAL UNION INSURANCE COMPANY
		COMPANY LETTER B	MISSION INSURANCE COMPANY
		COMPANY LETTER C	INSURANCE COMPANY OF NORTH AMERICA
		COMPANY LETTER D	CANADIAN UNIVERSAL INSURANCE COMPANY
		COMPANY LETTER E	KEMPER INSURANCE GROUP

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
D	GENERAL LIABILITY	C5GL79539	5/7/83	BODILY INJURY	\$ ----	\$ ----
	☒ COMPREHENSIVE FORM ☒ PREMISES—OPERATIONS ☒ EXPLOSION AND COLLAPSE HAZARD ☒ UNDERGROUND HAZARD ☒ PRODUCTS/COMPLETED OPERATIONS HAZARD ☒ CONTRACTUAL INSURANCE ☒ BROAD FORM PROPERTY DAMAGE ☒ INDEPENDENT CONTRACTORS ☒ PERSONAL INJURY			PROPERTY DAMAGE	\$ ----	\$ ----
	BODILY INJURY AND PROPERTY DAMAGE COMBINED			\$ 500,	\$ 500,	
	PERSONAL INJURY				\$ 500,	
C E	AUTOMOBILE LIABILITY	(C) LMT012521 JET LINE-MA (E) F2L16501 JET LINE-NH. MAINE (C) LMT012521 BLACK GOLD-MA (E) F2L16502 BLACK GOLD-NH. MAINE (C) EXPIRATION DATE 1/1/83 (E) EXPIRATION DATE 5/7/83		BODILY INJURY (EACH PERSON)	\$ 500,	
	☒ COMPREHENSIVE FORM ☒ OWNED ☒ HIRED ☒ NON-OWNED			BODILY INJURY (EACH ACCIDENT)	\$ 500,	
	PROPERTY DAMAGE			\$ 100,		
	BODILY INJURY AND PROPERTY DAMAGE COMBINED			\$ ----		
B	EXCESS LIABILITY	MN009690	5/7/83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 10,000,	\$ 10,000
☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM						
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	CB9082-016	4/27/83	STATUTORY		\$ 100,000 (EACH ACCIDENT)
C	OTHER PROTECTION AND	HU201078	3/20/83	\$500,000. LIMIT PER ACCIDENT		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cleanup of oil spills from land and water and other related operations.
(All States) and also Hazardous Materials Handlings.

000303

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Att: William Land

DATE ISSUED: **July 13, 1982**

J. BARRY DRISCOLL INSURANCE AGENCY, INC.

AUTHORIZED REPRESENTATIVE

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

J. BARRY DRISCOLL INSURANCE AGENCY, INC.
150 WOOD ROAD
BRAINTREE, MASSACHUSETTS 02184

COMPANIES AFFORDING COVERAGES

- COMPANY LETTER **A** **COMMERCIAL UNION INSURANCE COMPANY**
- COMPANY LETTER **B** **MISSION INSURANCE COMPANY**
- COMPANY LETTER **C** **INSURANCE COMPANY OF NORTH AMERICA**
- COMPANY LETTER **D** **CANADIAN UNIVERSAL INSURANCE COMPANY**
- COMPANY LETTER **E** **KEMPER INSURANCE GROUP**

NAME AND ADDRESS OF INSURED

JET LINE SERVICES, INC.
AND BLACK GOLD SERVICES, INC.
R-441 CANTON STREET
STOUGHTON, MASSACHUSETTS 02072

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
D	GENERAL LIABILITY	CSGL79539	5/7/83	BODILY INJURY	\$ —	\$ —
	☒ COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ —	\$ —
	☒ PREMISES—OPERATIONS					
	☒ EXPLOSION AND COLLAPSE HAZARD					
	☒ UNDERGROUND HAZARD					
	☒ PRODUCTS/COMPLETED OPERATIONS HAZARD					
	☒ CONTRACTUAL INSURANCE					
	☒ BROAD FORM PROPERTY DAMAGE					
C	AUTOMOBILE LIABILITY	(C) LMT012521 JET LINE-MA (E) F2L16501 JET LINE-NH. MAINE (C) LMT012521 BLACK GOLD-MA (E) F2L16502 BLACK GOLD-NH. MAINE (C) EXPIRATION DATE 1/1/83 (E) EXPIRATION DATE 5/7/83	5/7/83	BODILY INJURY (EACH PERSON)	\$ 500,	
				BODILY INJURY (EACH ACCIDENT)	\$ 500,	
				PROPERTY DAMAGE	\$ 100,	
E				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ —	
B	EXCESS LIABILITY	MM009690	5/7/83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 10,000,	\$ 10,000,
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	CB9082-016	4/27/83	STATUTORY	\$ 100,000	(EACH ACCIDENT)
	OTHER					
C	PROTECTION AND	HU201078	3/20/83	\$500,000. LIMIT PER ACCIDENT		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cleanup of oil spills from land and water and other related operations. (All States) and also Hazardous Materials Handlings.

000307

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Att: William Lund

DATE ISSUED

July 13, 1982

J. BARRY DRISCOLL INSURANCE AGENCY, INC.

J. Barry Driscoll
AUTHORIZED REPRESENTATIVE

MARSHALL CONTRACTORS, INC.

75 NEWMAN AVENUE • RUMFORD, R.I. 02916 • 401/438-3500

Job No. 120

DAILY JOB REPORT

wal

JOB: CENTERDALE MANOR Weather CLR A.M. CLR P.M.

Date: 4/5/82

Location: N. PROU RI Temp. _____ A.M. _____ P.M.

Report By: Marshall

Visitors: J. GRAFF, A. BENT, W. LUND

F	J	A	Trades/Sub	Name	Work Performed
1			Supt.	<u>MCI</u>	
1	2		Engineers	<u>MCI</u>	<u>Pile deviation, site layout</u>
1	4		Carpenters	<u>MCI</u>	<u>FORM PILE CAPS 2G + 3E + 4E</u>
1	4		Laborers	<u>MCI</u>	<u>POUR P.C. 2 + 3E TEND CARP</u>
1	1		Site	<u>PEZZA</u>	<u>BARREL SORTING</u>
1	8		Foundations	<u>AMERICAN</u>	<u>DRIVE PILES 10-5, 6, 7; 7-1, 2, 3, 4, 5, 6</u>
			Slabs		<u>8-4, 5, 6; 9-4, 5</u>
			Masonry		
			Structural		
			Carpentry		
			Roofers		
			Glazers		
			Finishes:		
			Ceilings		
			Floors		
			Painters		
			Walls		
			HVAC		
			Plumbers		
			Sprinkler		
			Electric		
			Others:		

Inv. No.	Materials rec'd.	Name/Number
	<u>20 yds concrete 4,000 3/4</u>	Inspectors:
		Backcharges:
	<u>WE ARE ADDING 1 BS' #6</u>	Extras:
	<u>TO EACH PILE</u>	T&M:
		Subs EWO:
		<u>600308</u>

MARSHALL CONTRACTORS, INC.

75 NEWMAN AVENUE • RUMFORD, R.I. 02916 • 401/438-3500

Job No. 120

DAILY JOB REPORT

WPA

JOB: CENTER DALE MANDR Weather CLR A.M. CLR P.M.

Date: 3/24/82

Location: N. PROU RT Temp. 32 A.M. 45 P.M.

Report By: [Signature]

Visitors: _____

F	J	A	Trades/Sub	Name	Work Performed
1			Supt.		
1	1		Engineers	<u>MCI</u>	<u>LAYOUT PILES, ELEV. LOAD TEST</u>
1	1		Carpenters	<u>MCI</u>	<u>MISC FORM BOXOUTS</u>
			Laborers		
1	5		Site	<u>PEZZA</u>	<u>EXCAVATE N. FLOOD PLAIN, HAUL DEBRI + SEGR</u>
			Foundations		<u>BARRELS</u>
1	1		~~Site~~ FOUNDATIONS	<u>AMERICAN</u>	<u>MONITOR LOAD TEST</u>
			Masonry		
			Structural		
			Carpentry		
			Roofers		
			Glazers		
			Finishes:		
			Ceilings		
			Floors		
			Painters		
			Walls		
			HVAC		
			Plumbers		
			Sprinkler		
			Electric		
1	1		Others:	<u>GZA</u>	<u>MONITOR LOAD TEST</u>

Inv. No.	Materials rec'd.	Name/Number
	<u>NOTE: JIM TERRECOIT CHANNEL</u>	Inspectors:
	<u>10, FILMED S. FLOOD PLAIN</u>	Backcharges:
	<u>AND EXPOSED BARRELS FROM OTHER</u>	Extras:
	<u>SIDE OF RIVER. M. PHUDDICOMBE</u>	T&M:
	<u>TALKED TO HIM AND DIRECTED</u>	Subs EWO:
	<u>HIM TO DEM.</u>	<u>600310</u>
	<u>GZA IS USING SHORT LOAD</u>	
	<u>TEST</u>	

75 NEWMAN AVENUE • RUMFORD, R.I. 02916 • 401/438-3500

DAILY JOB REPORT

Report By: SW GREGG

F	J	A	Trades/Sub	Name	Work Performed
1			Supt.		
1			Engineers		
			Carpenters		
			Laborers		
1	4		Site	PEZZA	1 PAYLOADER, 3 TRUCKS LOADING BRUSH & DEBRIS
			Foundations		
			Slabs		
			Masonry		
			Structural		
			Carpentry		
			Roofers		
			Glazers		
			<u>Finishes:</u> Ceilings		
			Floors		
			Painters		
			Walls		
			HVAC		
			Plumbers		WUPRI-TV CREW - ~~AN~~ VIDEO TAPED BARRELS & SITE
			Sprinkler		
			Electric		CHANNEL 6-TV FILMED ~~AT~~ DEM PART.
			Others:		

WPRI-TV CREW - ~~NO~~ VIDEO TAPED
BARRELS & SITE
CHANNEL 6 - TV FILMED ~~THE~~ DEMO PART

600311

75 NEWMAN AVENUE • RUMFORD, R.I. 02916 • 401/438-3500

DAILY JOB REPORT

Visitors: W. LUND, J. LEU

F	J	A	Trades/Sub	Name	Work Performed
1			Supt.	MCT	
1	1		Engineers	MCT	
			Carpenters		
			Laborers		
1	4		Site	PEZZA	BARREL REMOVAL
			Foundations		
			Slabs		
			Masonry		
			Structural		
			Carpentry		
			Roofers		
			Glazers		
			<u>Finishes:</u>		
			<u>Ceilings</u>		
			Floors		
			Painters		
			Walls		
			HVAC		
			Plumbers		
			Sprinkler		
			Electric		
1			Others:	GTZ	BARREL INST.

Inv. No.	Materials recv'd.	Name/Number
	ANN CONWAY O.H.G questioned	Inspectors:
	MSP ABOUT OPERATION +	Backcharges:
	Filmed same	Extras:
		T&M:
		Subs EWO:
		000313

MARSHALL CONTRACTORS, INC.

75 NEWMAN AVENUE • RUMFORD, R.I. 02916 • 401/438-3500

Job No. 120

DAILY JOB REPORT

WAL

JOB: CENTERDALE MAJOR Weather _____ A.M. _____ P.M.

Date: 2/24/82

Location: N. PROU RT Temp. _____ A.M. _____ P.M.

Report By: [Signature]

Visitors: W. LUND, G. GRAFF

F	J	A	Trades/Sub	Name	Work Performed
1			Supt.	<u>MCI</u>	
1	1		Engineers	<u>MCI</u>	
			Carpenters		
			Laborers		
1	4		Site	<u>PEZZA</u>	<u>REMOVE BARRELS</u>
			Foundations		
			Slabs		
			Masonry		
			Structural		
			Carpentry		
			Roofers		
			Glazers		
			Finishes:		
			Ceilings		
			Floors		
			Painters		
			Walls		
			HVAC		
			Plumbers		
			Sprinkler		
			Electric		
1			Others:	<u>B+Z</u>	<u>BARREL INSID</u>

Inv. No.	Materials recv'd.	Name/Number
		Inspectors:
		Backcharges:
		Extras:
		T&M:
		Subs EWO:
		000314

MARSHALL CONTRACTORS, INC.

75 NEWMAN AVENUE • RUMFORD, R.I. 02916 • 401/438-3500

Job No. 120

DAILY JOB REPORT

JOB: CENTERDALE MAJOR Weather A.M. P.M.

Location: N. PROU RT Temp. A.M. P.M.

Visitors: B. GRAFF, J. LEO

Date: 2/23/82
Report By: [Signature]

F	J	A	Trades/Sub	Name	Work Performed
1			Supt.	MCT	
1	1		Engineers	MCT	
			Carpenters		
			Laborers		
1	5		Site	PEZZA	REMOVE BARRELS
			Foundations		
			Slabs		
			Masonry		
			Structural		
			Carpentry		
			Roofers		
			Glazers		
			Finishes:		
			Ceilings		
			Floors		
			Painters		
			Walls		
			HVAC		
			Plumbers		
			Sprinkler		
			Electric		
1			Others:	B+2	INSPECT BARRELS

Inv. No.	Materials recv'd.	Name/Number
		Inspectors:
		Backcharges:
		Extras:
		T&M:
		Subs EWO:
		000310

75 NEWMAN AVENUE • RUMFORD, R.I. 02916 • 401/438-3500

DAILY JOB REPORT

JOB: CEUTERDALE MANOR Weather A.M. P.M.

Date: 2/22/82

Location: N. PROU RI Temp. _____ A.M. _____ P.M.

Report By: M. R. Chubb

Visitors: W. LUND, C. CRAFF, J. LEO

F	J	A	Trades/Sub	Name	Work Performed
1			Supt.	MCI	
1	1		Engineers	MCI	
			Carpenters		
			Laborers		
1	5		Site	PEZZA	REMOVE BARRELS
			Foundations		
			Slabs		
			Masonry		
			Structural		
			Carpentry		
			Roofers		
			Glazers		
			<u>Finishes:</u> Ceilings		
			Floors		
			Painters		
			Walls		
			HVAC		
			Plumbers		
			Sprinkler		
			Electric		
1			Others:	B + Z	INSPECT BARRELS
1	3			CITY FENCE	BUILD ENCLOSURE

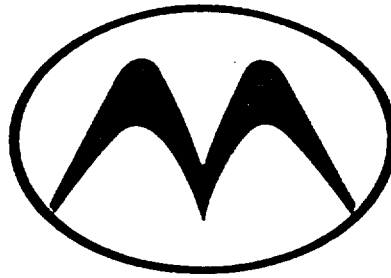
Inv. No.	Materials recv'd.	Name/Number
		Inspectors:
		Backcharges:
		Extras:
		T&M:
		Subs EWO:
		000316

SUBCON. NO.	SUBCONTRACTOR	ADDRESS/ TELEPHONE	CONTRACT DATE	CONTRACT AMOUNT	TRADE
120-1	Tri-State Reinforcing Corp.	78 Asylum Road Warwick, RI 02886 401-739-0755	03/22/82	\$257.55	Concrete Reinforcement
120-2	American Pile Driving Corp.	100 Water Street East Providence, RI 02914 401-438-2626	03/10/82	\$117,927	Cast-In-Place Concrete Piles
120-3	City Fence & Iron Works, Inc.	PO Box C Pawtucket, RI 02861 617-761-7400	02/18/82	\$1,600.00	Construction Fence
120-4	F.S. Payne Elevator Co.	2312 Pawtucket Avenue East Providence, RI 02914 401-434-4363	03/05/82	\$132,411	Hydraulic Elevators
120-5	C. Pezza & Sons, Inc.	90 Putnam Avenue Johnston, RI 02919 401-231-6014	2/17/82	\$160,000	Subsurface Investigation Site Clearing, Earthwork Slope Protection Erosion Control, Site Utilities Water Distribution
120-6	Compaction Engineering Co.	Third National Bank Suite 78 Palmer, MA 01069 413-283-9422	04/01/82	\$10,935	Waste Handling Equipment
120-7	Acoustical Gypsum Floors, Inc.	16 Halliden Street Stoughton, MA 02072 617-344-7680	04/19/82	\$34,000.00	Concrete Floor Toppings
120-8	E.T. Ryan Iron Works, Inc.	1027 Turnpike Street Canton, MA 02021 617-828-3435	04/13/82	\$70,000	Steel Joists, Metal Decking Metal Fabrications Steel Stair Systems Handrails & Railings
120-9	Duraflex Sales & Service	PO Box 303 Lincoln, RI 02865	04/14/82	\$12,850.00	Precast Concrete Curb Precast Concrete Bumpers Precast Concrete Bench Bases

120-10	Barry Hyman Co. Inc.	144 Old Colony Avenue Boston, MA 02127 617-225-4990	04/14/82	\$160.00	Loading Dock Equipment
120-11	Max Fish Plumbing & Heating Co.	187 North Brow Street East Providence, RI 02914 401-434-7800	04/16/82	\$630,000	Mechanical Interior Plumbing, HVAC
120-12	J.H. Lynch & Sons, Inc.	First Street Cumberland, RI 401-723-0300	04/16/82	\$30,600.00	Asphalt Concrete Paving
120-13	Joseph G. Pirani, Inc.	65 Midstate Drive PO Box 258 Auburn, MA 01501 617-832-9653	04/16/82	\$381,000.00	Electrical
120-14	Manny Tile Co.	118 Melrose Street Providence, RI 02907 401-941-3186	04/20/82	\$19,925.00	Epoxy Aggregate Flooring
120-15	King's Draperies	1492 South Street Bridgewater, MA 02324 617-697-8995	04/21/82	\$11,994.00	Drapery & Curtain Hardware Shades
120-16	Burgess & Blacher Co.	500-600 Bodwell Street Avon, MA 02322 617-588-5505	04/28/82	\$51,500.00	Flexible Sheet Roofing Systems Flashing & Sheet Metal Roof Accessories
120-17	Floors Incorporated of New England	177 West Foster Street Melrose, MA 02176 617-665-7750	05/05/82	\$116,000.00	Resilient Flooring Carpeting, Entrance Mats
120-18	Reidel-Michaels, Inc.	271 Market Street Warren, RI 02885	05/12/82	\$69,000.00	Painting & Wallcoverings
120-19	Brunca Waterproofing Corp.	1 Goldsmith Street North Providence, RI 02904 401-353-2769	05/14/82	\$17,990.00	Metal Oxide Waterproofing Joint Sealers
120-20	Forest Hills Nurseries	SUBCONTRACT VOIDED			

120-21	B.H. Cutler Roofing Co.	165 Harding Street Worcester, MA 01604 617-755-0487	07/07/82	\$49,000.00	Flexible Sheet Roofing System Flashing & Sheet Metal Roof Accessories
120-22	Central Nurseries	1155 Atwood Avenue Johnston, RI 02919	07/27/82	\$18,210.00	Landscape Work

000319



MARSHALL PROPERTIES, INC.

January 14, 1988

Mr. Thomas D. Getz, Chief
Division of Air and Hazardous Materials
Department of Environmental Management
75 Davis Street
Room 209
Providence, RI 02908

Dear Chief Getz:

We are in receipt of your letter dated January 8, 1988 identifying Smith Road/Route 44 in North Providence, Rhode Island, Plat 14, Lot 250, as a potential hazardous waste site.

Please direct all communication regarding this issue to me at 77 Newman Avenue, P.O. Box 4970, Rumford, RI 02916.

Very truly yours,

MARSHALL PROPERTIES, INC.

Janice A. Depot

Janice A. Depot
Vice President

JAD:dmf

000320



State of Rhode Island and Providence Plantations

SENATOR
ANTHONY R. MARCIANO
Senate Majority Whip
23 Carriage Way
North Providence, Rhode Island 02904

Room 221 State House
Providence, Rhode Island 02903



Committee on Judiciary

Committee on
Special Legislation

Joint Committee on
the Arts

Senate Chamber

September 16, 1986

Misc

Mr. Robert McGonigle
Marshall Properties
75 Newman Avenue
East Providence, RI

Re: Centredale Manor Cleanup Problem

Dear Mr. McGonigle:

I have been contacted by a number of residents of Centredale Manor concerning the water that flows near your building. Upon inspection by myself, I believe the area needs to be cleaned up.

I have contacted the Department of Environmental Management and they have advised me that a plan should be submitted as to a proposed cleanup. This plan should be devised by an environmental consultant.

It is my opinion that since Marshall Properties is deriving a substantial profit from subsidized housing and the problem would not have existed if it had been corrected prior to construction, it is Marshall's responsibility to hire a consultant and provide the Department of Environmental Management with the proposal to clean up the area.

My impression from the conversation we had is that this matter is a low priority matter with you and I find this unconscionable. I would appreciate your immediate response to this communication because I think this is an important problem that has to be addressed.

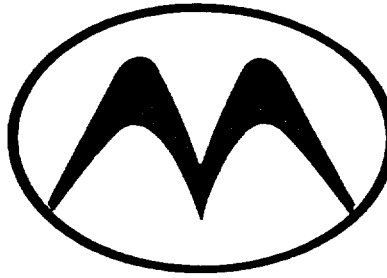
Sincerely yours,

Anthony Marciano

Anthony Marciano
Senator - District 36

AM/mk

000321



MARSHALL PROPERTIES, INC.

September 30, 1986

The Honorable Anthony R. Marciano
The State Senate
Room 221, State House
Providence, RI 02903

Dear Senator Marciano:

Re: CENTREDALE MANOR
North Providence, RI
Wetlands

I am in receipt of your letter dated September 16, 1986, and have been aware that a number of residents would like to see something done with the wetlands section to the rear of the building.

At this time, I am not certain as to either what could be done or even what parties should be involved since the area in question is owned by Centerdale Manor Associates, receives storm drainage from the Town of North Providence, is under contract to the Department of Housing and Urban Development (HUD) through the Rhode Island Housing and Mortgage Finance Corporation (RIHMFC) managed by Marshall Properties, Inc. (MPI), but most importantly, is under the direct control of the State of Rhode Island Department of Environmental Management (DEM). However, hopefully this letter will at least respond to the comments and opinions set forth in your letter.

It is my understanding that the water level in this area is determined by the height of a dam which is downstream and, also, that the area has been tested by the Town and does not present a health hazard. Your letter stated that "the area needs to be cleaned up". Does this relate to water levels, odor, debris, brush, trees or something else?

In our recent telephone conversation, I mentioned to you that a year or so ago, after a storm, many large tree branches had fallen in this area and others were dangling hazardously. Naturally, we reacted immediately and had the broken branches chipped. We thought that this was appropriate until a letter

000322



MARSHALL PROPERTIES, INC.

-2-

arrived from the DEM telling us that "...all such activity must CEASE immediately". From that time on, we have, of course, obliged.

Regarding your comments that "...the problem would not have existed if it had been corrected prior to construction", it is my understanding from the engineering firm, Robinson, Green and Baretta, that an Order of Conditions prohibited any activity in the marsh/swamp wetlands. It would appear, therefore, that the contractor did as they were mandated.

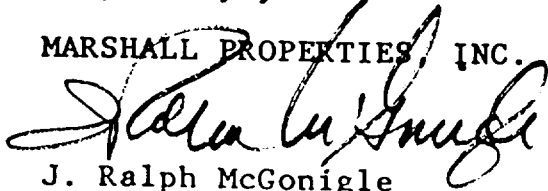
With reference to your opinion that "...since Marshall Properties is deriving a substantial profit from subsidized housing", please be advised that we receive a management fee which is fixed by RIHMFC at the same rate as every similar facility in Rhode Island. As I have explained to you on other occasions, the property is owned by a limited partnership which is designed as a tax shelter and has not received any distribution payments. The audited financial statements are a matter of public record and available at RIHMFC. In addition, all rent and other funds collected for operating are under the jurisdiction of RIHMFC. It should be noted that the Real Estate taxes paid for 1986 was \$89,547.66.

While there was no mention of it in your letter, we feel that most would agree that the balance of the property, both inside and out, is maintained meticulously at all times. The residents of CENTREDALE MANOR would enthusiastically testify to the fact that MPI not only cares for all there, but also, tends to every request within its authority. With this in mind, it occurred to me that since the area we are discussing is under the control of the State of Rhode Island DEM and since you are the State Senator District 36 and familiar with the situation first hand, that you might wish to assist the residents by coordinating the various governmental entities, thus accomplishing what you see needs to be done. We would certainly make this known to all of the residents and cooperate with you in any way possible.

We sincerely appreciate your interest and thank you in anticipation of anything you may be able to do for the residents at CENTREDALE MANOR.

Very truly yours,

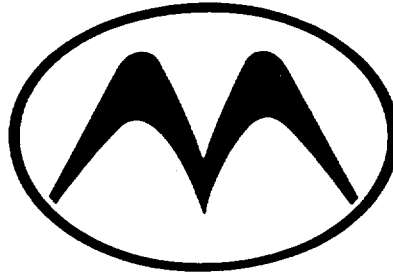
MARSHALL PROPERTIES, INC.


J. Ralph McGonigle
President

000323

JRM:dmf

cc: Raymond Pelletier, President



MARSHALL PROPERTIES, INC.

June 11, 1985

Mr. Peter M. Janaros, P. E.
Department of Environmental Management
Division of Land Resources
38 State Street
Providence, RI 02908

Dear Mr. Janaros:

Re: CENTREDALE MANOR APARTMENTS
Centerdale Manor Associates
2074 Smith Street
North Providence, RI

Please be advised that Marshall Properties, Inc. is the Management Agent for the above captioned complex. We are in receipt of your COMPLAINT NO. 1628, dated May 31, 1985, relating to this property.

During a severe storm, approximately two years ago, a large tree became damaged and created a potentially hazardous situation in the area referred to in your complaint. We had the tree taken down and removed, however, some of the smaller branches were chipped and left at the site. We have not and do not intend to do any further work in that area.

Thank you for calling this matter to our attention and you may be assured of our full cooperation.

Very truly yours,

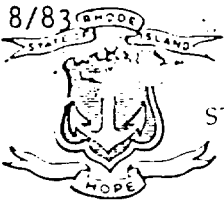
MARSHALL PROPERTIES, INC.

J. Ralph McGonigle
President

JRM:dmf

000324





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Environmental Management
DIVISION OF LAND RESOURCES

38 State Street
Providence, R. I. 02908

May 31, 1985

Centredale Manor Associates
75 Newman Avenue
East Providence, RI

COMPLAINT NO. 1628

Dear Sirs:

It has come to our attention that filling (in the form of wood chips)
has been ~~being~~ conducted on property
reportedly owned by you and located at 2074 Smith Street, east of
Building No. 2, west of a backwater area associated with the Woonasquatucket
River, North Providence, RI.
Representatives of this Department have inspected the area and have deter-
mined that filling in and within 50 feet of the marsh/swamp wetland has
occurred
_____ on said property.

Such activity, without first having obtained the approval of this Depart-
ment, constitutes a violation of the Fresh Water Wetlands Act, Chapter 2-1
of the General Laws of 1956, as amended.

Therefore, all such activity must CEASE immediately. The approval of this
Department is required for any alterations of the aforementioned wetland(s)
which have been performed since July 16, 1971 as well as any alterations
of this (these) or other wetlands which you may wish to perform in the
future. You MUST apply for such approval on the enclosed form. Upon re-
ceipt of your application, this Department will proceed with its process-
ing as required by law. Failure to comply with this order may result in
legal action being taken by this Department.

A copy of the Fresh Water Wetlands Act is enclosed for your convenience.
If you have any questions regarding the Act or how it applies to your
property, please feel free to contact this office (phone 277-6820).

Very truly yours,

Peter M. Janaros, P.E.

Peter M. Janaros, P. E.
Chief
Division of Land Resources

HKE/PMJ/db

encs:

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

000325



Joshua N. Fenton
Special Assistant

John H. Chafee
United States Senator

301 Pastore Building
Providence, RI 02903
(401) 528-5294

0003 15

STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF WATER RESOURCES
FRESHWATER WETLANDS SECTION

In RE: Alleged Violation of)
R.I.G.L. 2-1-21 by)

File No: COMPLAINT NO. 1988

Centredale Manor Associates)
P.O. Box 4970)
Rumford, RI 02916)
)
)

NOTICE OF VIOLATION

Notice is hereby given that you are and have been in violation of Section 2-1-21 of the General Laws of Rhode Island, 1956, as amended (hereafter "RIGL"), in that you have proceeded to alter a freshwater wetland without having first obtained the approval of the Director of the Department of Environmental Management.

Specifically an inspection of property owned by you and located immediately west of the end of Steere Road, plat 14, lot 250

in the ~~XXX~~/Town of North Providence, Rhode Island, on September 16, 1986 at 12:15 P.M. revealed that in violation of RIGL Section 2-1-21, you did accomplish or permit filling (in the form of leaves, grass, brush, gravel) in and within 100 feet of a back water area associated with the Woon-
asquatucket River and within the 100-year flood plain of the river.

000327

Notice of Violation

page 2

file no: Complaint No. 1988

date:

Therefore, pursuant to RIGL Sections 2-1-23 and 2-1-24, the Director hereby issues the following Order to:

ORDER

- 1) Cease and desist immediately from any further alteration of the above described freshwater wetland(s), and
- 2) Restore said freshwater wetland(s) to its (their) state as of July 16, 1971 insofar as possible on or before November 15, 1986.
- 3) You must contact this Department (277-6820) prior to the commencement of restoration to ensure proper supervision and to obtain required restoration details by representatives of this Department.
- 4) Within ten (10) days of receipt of this Order, pay an administrative penalty in the sum of one thousand dollars (\$1,000.00) in accordance with RIGL Section 2-1-23, plus any administrative costs that the Director may show that have been expended during the course of noncompliance with the applicable laws, regulations or orders of the Director. Such payment shall be in the form of a certified check made payable to the Treasurer, State of Rhode Island and delivered to the Director.

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Notice of Violation

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file no: Complaint No. 1988

date:

5) For each and every day that you fail to comply with the requirements imposed by Paragraphs 1, 2, 3, or 4, pay an additional administrative penalty of five hundred dollars (\$500.00). Such payment shall be in the form of a certified check made payable to the Treasurer, State of Rhode Island and delivered to the Director.

6) If the restoration required by Paragraph 2 above is not accomplished within the reasonable time therein specified, pursuant to RIGL Sections 2-1-23 and 2-1-24(a), the Director may, in his discretion and without further notice, order the restoration work done by an agent of his choosing, and you will be held liable for the cost of the restoration.

Pursuant to RIGL Section 42-17.1-2(u) (2), Paragraph 1 of this Order is a Final Order of the Director which requires immediate action and for which no administrative hearing is available.

Pursuant to RIGL Section 42-17.1-2(u) (1) and Chapter 42-35, you are entitled to request a hearing before the Director or his designee within ten (10) days of receipt of this Notice of Violation and Order regarding all other issues in this Order.

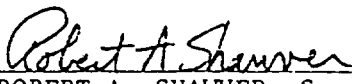
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date:

The filing of this Notice of Violation and Order does not preclude the Director from taking additional enforcement action which may include seeking injunctive relief.

If you fail to request a hearing within the aforesaid time, this notice will automatically become a Final Order of the Director. Be advised that failure to comply with a Final Order of the Director may result in the Director petitioning the Superior Court for the enforcement of this Order, and may subject you to civil and criminal penalties.

FOR THE DIRECTOR:


ROBERT A. SHAWVER, Supervisor
Division of Water Resources
Department of Environmental
Management, Freshwater
Wetlands Section

DATE: 10/1/86

HKE/RAS/db

The original of this "Notice of Violation" is being forwarded to the City/Town clerk of the appropriate city or town to be recorded in the land evidence records of that City/Town under the provisions of RIGL Section 2-1-24.

NOTE: Address all correspondence to:
Department of Environmental Management
Division of Water Resources
83 Park Street
Providence, RI 02903
ATTN: Robert A. Shawver

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Please put the file number (found on the first page of this Notice) on all correspondence.

Corporate ID 49107



State of Rhode Island and Providence Plantations
OFFICE OF THE SECRETARY OF STATE
100 NORTH MAIN STREET
PROVIDENCE, R.I.
02903

Barbara M. Leonard
Secretary of State

Date: October 24, 1994

CENTERDALE MANOR ASSOCIATES

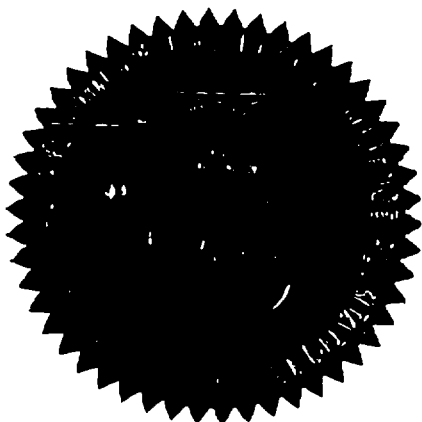
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Document

**A TRUE COPY WITNESSED UNDER THE SEAL OF THE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS.**

Barbara M. Leonard

Secretary of State



By *James Berthiaume*

Acting Deputy Secretary of State

000331

FIRST AMENDMENT TO
FIRST AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP OF
CENTERDALE MANOR ASSOCIATES

AGREEMENT AND CERTIFICATE entered into as of the 1st day of October, 1982, by and among JOHN L. MARSHALL, III, a Rhode Island resident ("Marshall"), BERNARD HODESS, a Rhode Island resident ("Hodess"), and CENTERDALE ASSOCIATES, a Rhode Island limited partnership ("Centerdale"), as General Partners (collectively referred to herein as the "General Partners"); WFC REALTY CO., INC., a Massachusetts corporation ("Special Limited Partner"), as Special Limited Partner, and SMITH STREET LIMITED PARTNERSHIP, a District of Columbia limited partnership ("Limited Partner") as Limited Partner,

W I T N E S S E T H:

WHEREAS, the General Partners, the Special Limited Partner and the Limited Partner entered into the First Amended and Restated Agreement and Certificate of Limited Partnership of Centerdale Manor Associates dated as of October 1, 1982 and filed with the Secretary of State for the State of Rhode Island on November 29, 1982, (the "Agreement");

WHEREAS, due to mutual mistake of the parties hereto, the ownership interests of Marshall and Hodess were stated

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incorrectly on Exhibit 1 to the Agreement, entitled "Schedule of Partners"; and

WHEREAS, the parties hereto desire to amend the Agreement to correctly state the respective interests of Marshall and Hodess;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment.

Exhibit 1 to the Agreement is hereby amended to read as set forth in Exhibit 1 attached hereto and hereby incorporated herein by reference.

2. Ratification.

As amended by this Agreement and Certificate, the Agreement is hereby ratified and confirmed.

3. Signature in Counterparts.

This Agreement and Certificate may be executed in several counterparts, each of which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Any such counterpart

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shall be admissible into evidence as an original hereof against the party who executed it.

4. Section Headings. All section headings in this Agreement and Certificate are for convenience of reference only and are not intended to qualify the meaning of any section.

5. Applicable Law. This Agreement and Certificate, and the application or interpretation thereof, shall be governed exclusively by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

JOHN L. MARSHALL, III
as General Partner

Witness: Thomas A. Suppiori

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by John L. Marshall, III, to be his free act and deed in the presence of the above witness and undersigned Notary in Rumford R.I. on this 2nd day of December, 1983

Louise E. Davis
Notary Public

BERNARD HODESS
as General Partner

Witness: Thomas A. Suppiori

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DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by Bernard Hodess, to be his free act and deed in the presence of the above witness and undersigned Notary in Punjab, Ind. on this 27th day of December, 1983.

Maime E Davis
Notary Public

CENTERDALE ASSOCIATES, a Rhode Island limited partnership, as General Partner

Witness: Thomas A. Suppiori

By: John L. Marshall, III
General Partner

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by John L. Marshall, III, as the duly authorized General Partner of Centerdale Associates, in the presence of the above witness and undersigned Notary in Punjab, Ind. on this 27th day of December, 1983.

Maime E Davis
Notary Public

WFC REALTY CO., INC.
as Special Limited Partner

Witness: Elaine G Begley
Asst. Clerk

By: David Kohen V.P.

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by David M. Kohen, as the duly authorized Vice President of WFC Realty Co., Inc. in the presence of the above witness and undersigned Notary in Boston, Massachusetts on this 20th day of December, 1983.

Luise A. Massaro
Notary Public

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Witness: Clara M. Begley
Asst. Clerk

SMITH STREET LIMITED PARTNERSHIP,
a District of Columbia limited
partnership, as Limited Partner
By: David M. Kohen V.P.
Winthrop Financial Co., Inc.
its Managing General Partner

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by David M. Kohen
Vice President, as the duly authorized Vice President of
Winthrop Financial Co., Inc., the Managing General Partner of Smith
Street Limited Partnership, in the presence of the above witness
and undersigned Notary in Boston, Massachusetts on this 20th day
of December, 1983.

Seaside A. Massaro
Notary Public

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Exhibit 1

SCHEDULE OF PARTNERS

	<u>Interest</u>	<u>Previous Capital Contributions (1)</u>	<u>Subsequent Capital Contributions (2)</u>
<u>General Partners</u>			
John L. Marshall, III 75 Newman Avenue Rumford, RI 02916	0.70%	\$100	0
Bernard Hodess 98 Deerfield Ct. N. Kingstown, RI 02852	0.30%	\$100	0
Centerdale Associates 75 Newman Avenue Rumford, RI 02916	1.00%	\$100	0
<u>Special Limited Partner</u>			
WFC Realty Co., Inc. 225 Franklin Street Boston, MA 02110	0.01%	\$10	0
<u>Limited Partner</u>			
Smith Street Limited Partnership c/o Winthrop Financial Co., Inc. 225 Franklin Street Boston, MA 02110	97.99%	\$105,000	\$845,000

(1) Previous Capital Contributions represent Capital Contributions paid on or before execution of the Partnership Agreement.

(2) Subsequent Capital Contributions represent Capital Contributions payable subsequent to execution of the Partnership Agreement pursuant to Article V of the Partnership Agreement.

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-135 2604E43 500081

JAN 12 1984

JB

CENTERDALE MANOR ASSOCIATES

* * * *

**FIRST AMENDED AND RESTATED AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP**

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CENTERDALE MANOR ASSOCIATES

★ ★ ★ ★

FIRST AMENDED AND RESTATED AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP

★ ★ ★ ★

THIS AGREEMENT AND CERTIFICATE is made as of the 1st day of October, 1982, by and among JOHN L. MARSHALL, III, a Rhode Island resident, BERNARD HODESS, a Rhode Island resident, and CENTERDALE ASSOCIATES, a Rhode Island limited partnership as General Partners; WFC REALTY CO., INC., a Massachusetts corporation, as Special Limited Partner; and SMITH STREET LIMITED PARTNERSHIP, a District of Columbia limited partnership, as Limited Partner.

RECITALS:

WHEREAS, the General Partners previously formed Centerdale Manor Associates (the "Partnership") as a Rhode Island limited partnership by Certificate of Limited Partnership, dated March 12, 1982 and filed with the Rhode Island Secretary of State on March 12, 1982;

WHEREAS, the General Partners also previously executed a Limited Partnership Agreement, dated March 12, 1982;

WHEREAS, the purpose of the Partnership is to develop, finance, construct, own, manage, lease and otherwise operate a certain multi-family housing development located in North Providence, Rhode Island, as more particularly described herein (the "Project"); and

WHEREAS, the parties hereto desire to amend and restate the aforementioned Certificate of Limited Partnership and Limited Partnership Agreement in order to (i) admit the Special Limited Partner and the Limited Partner, (ii) reduce the Interests of the General Partners and (iii) otherwise set forth the rights and obligations of the parties hereto with respect to the Partnership;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree and certify as follows:

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ARTICLE I - FORMATION AND CONTINUATION

1.01 Continuation. The parties hereto hereby continue the Partnership as a limited partnership under the Act. Upon the execution of this Agreement by all parties hereto, the General Partners shall promptly record this Agreement as required by the Act. The General Partners shall take all other action required by law to perfect and maintain the Partnership as a limited partnership under the Act and under the laws of any other jurisdictions in which the Partnership may elect to conduct business. The General Partners shall also promptly register the Partnership under applicable assumed or fictitious name statutes or similar laws.

1.02 Name. The name of the Partnership shall be "Centerdale Manor Associates," which name may be changed by the General Partners after Notice to all Partners.

1.03 Place of Business. The principal office and place of business of the Partnership shall be located at 75 Newman Avenue, Rumford, Rhode Island 02916. The General Partners may change the location of the Partnership's principal office and may establish such additional offices of the Partnership as they may from time to time deem reasonably necessary after Notice to all Partners. All Notices to the Partnership required or permitted under this Agreement, any other agreement or any provision of law shall also be sent to the Special Limited Partner at 225 Franklin Street, Boston, Massachusetts 02110.

ARTICLE II - CERTAIN DEFINITIONS

The following terms have the definitions hereinafter indicated whenever used in this Agreement with initial capital letters:

2.01 Accountants: The independent certified accountants for the Partnership selected pursuant to Article 9.03.

2.02 Act: The Rhode Island Uniform Limited Partnership Act, as it may be amended from time to time.

2.03 Affiliate: With respect to any referenced Person, a Person who directly, or indirectly through intermediaries, controls, is controlled by or is under control of the referenced Person.

2.04 Agreement: This First Amended and Restated Agreement and Certificate of Limited Partnership (including exhibits hereto), as it may be amended from time to time.

2.05 Architect: The Robinson, Green, Beretta Corporation, a Rhode Island corporation, as design and supervisory architect; or such other qualified architect(s) substituted therefor by the General Partners with the reasonable Consent of the Special Limited Partner.

2.06 Bankrupt(cy): Either (i) the initiation by a referenced Person of a proceeding under a federal, state or local bankruptcy or insolvency law which is not vacated or bonded to the reasonable satisfaction of the Special Limited Partner within sixty (60) days after initiation, (ii) the initiation of a proceeding against a referenced Person under a federal, state or local bankruptcy law which is not vacated or bonded to the reasonable satisfaction of the Special Limited Partner within sixty (60) days after initiation, (iii) an assignment by a referenced Person for the benefit of creditors, (iv) the admission by a referenced Person in writing of his inability to pay his debts as they become due, (v) the consent of a referenced Person to appointment of a receiver or trustee for all or a substantial part of his property or (vi) court appointment of a receiver or trustee for a referenced Person without his consent which is not vacated or bonded to the reasonable satisfaction of the Special Limited Partner within sixty (60) days after initiation.

2.07 Capital Account: The account maintained by the Partnership for each Partner which, as of any given date, reflects his actual Capital Contributions paid to the Partnership, (i) increased to reflect his allocable share of Partnership profits for each Fiscal Year (or fraction thereof) and (ii) decreased to reflect his allocable share of Partnership losses for each Fiscal Year (or fraction thereof) and distributions of cash or property by the Partnership to him.

2.08 Capital Contribution: The total amount of money or other property contributed or agreed to be contributed, as the context requires, by each Partner to the Partnership pursuant to the terms of this Agreement, including the Capital Contribution made by a predecessor holder(s) of the Interest of

such Partner, unless the context requires otherwise. The term "Capital Contribution" shall not include Construction Completion Payments, Operating Deficit Loans or any other advances to the Partnership, whether from a Partner or otherwise.

2.09 Capital Proceeds: The aggregate of proceeds from (i) debt financing obtained by the Partnership, (ii) refinancing of any existing indebtedness of the Partnership, (iii) the sale, condemnation or other disposition of the Project, the improvements thereon or all or substantially all Partnership assets in bulk, (iv) title, fire and extended coverage or other casualty insurance and (v) any reserves previously set aside from Capital Proceeds.

2.10 Certificate: This Agreement, as it may be amended from time to time.

2.11 Code: The Internal Revenue Code of 1954, as amended from time to time, and all published rules, rulings and regulations thereunder.

2.12 Consent: Either the written consent or the affirmative vote of a Person pursuant to Article 13.03 to do the act or thing for which the consent is required or solicited.

2.13 Cost Cut-Off Date: The date established by RIHMFC as the final date on which costs incurred in development and construction of the Project may be certified for payment from the Construction Loan.

2.14 Construction Completion Payments: The payments made to the Partnership pursuant to Article 7.08(B).

2.15 Construction Contract: The "cost plus, maximum upset fixed price" contract entered into between the Partnership and the General Contractor at Initial Closing, and any amendments or supplements thereto, in a form and secured in a manner satisfactory to the Mortgagees pursuant to which the Project shall be constructed for the amount approved by the Mortgagee and payable from the Construction Loan.

2.16 Construction Loan: The construction and interim financing funds (and related credit and security instruments) advanced by the Mortgagee thereof from the sale of tax-exempt obligations from and after Initial Closing in the estimated maximum principal amount of Five Million Ten Thousand Dollars (\$5,010,000), and repayable interest only at the rate of eleven and 50/100 percent (11.5%) per annum until Final Closing; and any refinancing or modification thereof or substitution therefor.

2.17 Counsel: The attorneys selected for the Partnership pursuant to Article 9.03.

2.18 Final Closing: The date on which the Mortgagee thereof provides the final advance of the Permanent Loan.

2.19 Fiscal Year: The calendar year or such other twelve (12) month period designated by the General Partners and the Special Limited Partner.

2.20 Foreclosure Proceedings: Either (i) a petition or complaint against the Partnership filed by the Mortgagee(s) in any court of competent jurisdiction for foreclosure (or any action for deed in lieu thereof) of the Project which is not dismissed or bonded to the reasonable satisfaction of the Special Limited Partner within thirty (30) days after filing, or earlier if necessary to avoid irreparable harm to the Partnership, (ii) a sale of the Project pursuant to a power of foreclosure sale without judicial proceedings, (iii) negotiations by the Partnership to provide a deed in lieu of foreclosure of the Project or (iv) an agreement by the Partnership to provide a deed in lieu of foreclosure of the Project.

2.21 General Contractor: Marshall Contractors, Inc., a Rhode Island corporation; or such other qualified general contractor substituted therefor by the General Partners with the reasonable Consent of the Special Limited Partner.

2.22 General Partner(s): John L. Marshall, III, a Rhode Island resident, Centerdale Associates, a Rhode Island limited partnership, and Bernard Hodess, a Rhode Island resident; and any and all other Persons who become General Partners in accordance with the provisions of this Agreement.

2.23 HAP Contract: The agreement between the Partnership and RIHMFC to be executed not later than initial tenant occupancy of the Project pursuant to which the Partnership will receive rental assistance subsidies for all revenue apartment units in the Project for twenty five (25) years with funds provided by HUD pursuant to the Section 8 Program.

2.24 HUD: The United States Department of Housing and Urban Development.

2.25 Initial Closing: The date on which the Partnership and the Mortgagee thereof executed the Construction Loan documents.

2.26 Interest: The percentage of ownership interest of a Partner in the Partnership at any particular time, including the right of such Partner to share benefits as provided in this Agreement and in the Act, which percentage Interest for voting and certain other purposes of this Agreement shall be as

set forth in Exhibit 1 attached hereto, absent documentary proof to the contrary.

2.27 Investors: The Persons admitted or to be admitted as investor ~~limited~~ partners to the Limited Partner.

2.28 Limited Partner(s): Smith Street Limited Partnership, a District of Columbia limited partnership.

2.29 Liquidator: The General Partners or, if there is none at the time in question, the Special Limited Partner or such other Person who may be appointed in accordance with applicable law, who shall be responsible for taking all action necessary or appropriate to wind up the affairs of, and distribute the assets of, the Partnership upon its dissolution in accordance with this Agreement.

2.30 Management Agreement: The agreement for the management of the Project to be entered into between the Partnership and the Management Agent.

2.31 Management Agent: Marshall Properties, Inc., a Rhode Island corporation; or any qualified management agent substituted therefor pursuant to this Agreement and the Management Agreement.

2.32 Material Default: The occurrence of (i) Foreclosure Proceedings unless (except for proceedings due to defaults under the Mortgage Loans) such Foreclosure Proceedings are vacated, bonded or insured to the reasonable satisfaction of the Special Limited Partner within thirty (30) days after initiation (which period shall be extended for an additional thirty (30) days if the General Partners are diligently pursuing a cure and the matter is not materially adversely affecting the Partnership), (ii) abandonment of Project construction which is not permitted under the Mortgage Loans, (iii) injunction of Project construction which is not dissolved within thirty (30) days after the injunction (which period shall be extended for an additional thirty (30) days if the General Partners are diligently pursuing a cure and the matter is not materially adversely affecting the Partnership), (iv) termination of any Mortgagee commitment or agreement which is not timely replaced with a comparable one, (v) material violation or termination of any commitment, contract, agreement, permit, license or governmental requirement which makes it impossible to complete construction or operation of the Project within the time and for the amount budgeted under the Mortgage Loans and/or the funds provided pursuant to Article 7.08, (vi) Bankruptcy of the Partnership, (vii) breach or default by the General Partners of any representation, warranty or covenant contained in this Agreement which is not cured within thirty

(30) days (which period shall be extended for an additional thirty (30) days if the General Partners are diligently pursuing a cure and the matter is not materially adversely affecting the Partnership), or earlier if necessary to avoid irreparable harm to the Partnership, (viii) a defect in title to the Project (other than defects reflected in the owner's title insurance policy in existence on the date of execution of this Agreement) which is not cured or insured to the reasonable satisfaction of the Special Limited Partner within thirty (30) days (which period shall be extended for an additional thirty (30) days if the General Partners are diligently pursuing a cure and the matter is not materially adversely affecting the Partnership), and/or (ix) failure to achieve Final Closing or execution of the HAP Contract by December 31, 1984.

2.33 Mortgagee(s): RIHMFC.

2.34 Mortgage Loans: The Construction Loan and the Permanent Loan.

2.35 Notice: A writing containing the information required by this Agreement to be communicated to a Person and personally delivered to such Person or sent by registered or certified mail, postage prepaid, return receipt requested, to such Person at the last known address of such Person as shown on the books of the Partnership, the date of personal delivery, registry or of the certification receipt, as the case may be, being deemed the date of such Notice; provided, however, that any written communication containing such information actually received by a Person shall constitute Notice for all purposes of this Agreement.

2.36 Operating Deficits: The excess of Operating Expenses over actual collected Operating Revenues for each Fiscal Year computed on a cumulative monthly basis during such Fiscal Year by (i) determining Operating Expenses on the accrual basis and (ii) determining Operating Revenues on the cash basis, except that receipts under the HAP Contract shall be determined on the accrual basis and allocated to the period to which they relate rather than the time received.

2.37 Operating Deficit Loans: The loans made to the Partnership pursuant to Article 7.08(A).

2.38 Operating Expenses: All current costs and expenses of ownership and operation of the Partnership and the Project including, without limitation, costs of operations, taxes, insurance, maintenance, repairs, debt service, prepaid expenses, escrows and reserves required by the Mortgagees, costs of audit and preparation of tax returns pursuant to Article 9.02 and reasonable reserves to meet anticipated

expenses, but excluding amounts funded by Construction Completion Payments.

2.39 Operating Revenues: With respect to any Fiscal Year, the sum of (i) all cash receipts of the Partnership from rents, lease payments, interest on Partnership reserves and accounts, the HAP Contract and all other sources, other than tenant security deposits, Capital Contributions and Capital Proceeds, (ii) the net proceeds of any insurance, other than title or fire and extended coverage insurance, (iii) any interest "arbitrage" on the Mortgage Loans and (iv) any amounts previously set aside as reserves or escrows from Operating Revenues.

2.40 Partner(s): The General Partners, the Special Limited Partner and the Limited Partner.

2.41 Partnership: The limited partnership referred to herein, as said limited partnership may from time to time be constituted.

2.42 Permanent Loan: The permanent financing funds (and related credit and security instruments) advanced by the Mortgagee thereof on the first day of the month following the date of execution of the HAP Contract in the estimated amount of Five Million Ten Thousand Dollars (5,010,000), for a term of three hundred (300) months, with interest at the rate of thirteen and 25/100 percent (13.25%) per annum and payable in equal monthly installments; and any refinancing or modification thereof or substitution therefor.

2.43 Person: Any individual, partnership, corporation, trust or other entity.

2.44 Project: The tract of land located on Smith Street in North Providence, Rhode Island and described in Exhibit 2 attached hereto, and the apartment project to be constructed thereon designated as RIHMFC Project No. RI43-H023-121.

2.45 Regulatory Agreement: The agreement entered into between RIHMFC and the Partnership at Initial Closing in connection with the Mortgage Loans.

2.46 RIHMFC: The Rhode Island Housing Mortgage Finance Corporation.

2.47 Securities Act(s): The Securities Act of 1933, as amended, comparable state securities laws, and all rules, rulings and regulations thereunder.

2.48 Special Limited Partner: WFC Realty Co., Inc., a Massachusetts corporation, and its designees, successors and assigns.

2.49 Substantial Completion Date: The later of the dates that (i) RIHMFC certifies that construction of the Project is complete and (ii) certificates of occupancy are issued for all apartment units in the Project.

2.50 Substitute Limited Partner: Any Person who is an assignee or successor of a Limited Partner and is admitted to the Partnership pursuant to Article 10.02.

2.51 Successor General Partner: Any Person who is admitted to the Partnership pursuant to Article 11.06.

ARTICLE III - BUSINESS PURPOSE

3.01 Business. Subject to Article 3.03 and the specific provisions of this Agreement, the general business of the Partnership shall be to (i) construct, own, finance, develop, manage, hold for investment, lease and otherwise operate the Project, (ii) dispose of the Project in appropriate circumstances and (iii) engage in any other kind of lawful activity for profit related to the foregoing.

3.02 Authorized Activities. In carrying out the purposes of the Partnership, but subject to all other provisions of this Agreement, the Partnership is authorized to:

(A) Provide rental housing in the Project, including housing for the elderly, handicapped, and low, very low and moderate income individuals and families;

(B) Acquire by purchase, lease or otherwise any real or personal property which may be reasonably necessary to the accomplishment of the purposes of the Partnership;

(C) Construct, develop, operate, maintain, finance, improve, buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property which may be reasonably necessary to the accomplishment of the purposes of the Partnership;

(D) Borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of

the Partnership, and to secure the same by mortgage, pledge or other lien on the Project or any other assets of the Partnership, except that (i) the Partnership may not borrow funds from any Person for so long as a Person is obligated to provide funds pursuant to Article 7.08 without the Consent of the Special Limited Partner, (ii) loans for purposes set forth in Article 7.08 shall only be from the Persons and on the terms set forth therein and may not encumber the Project or other Partnership assets and (iii) loans pursuant to Article 7.10 shall only be on the terms set forth therein;

(E) Prepay in whole or part, refinance, recast, increase, reduce, modify or extend mortgages affecting the Project, and in connection therewith to execute any extensions, renewals or modifications of any mortgage or deed of trust on the Project;

(F) Construct and operate the Project with financing, mortgage insurance and subsidies from HUD and the Mortgagees;

(G) Execute (i) the credit and security instruments evidencing the Mortgage Loans, (ii) the Regulatory Agreement and all agreements with respect thereto, (iii) the HAP Contract and all agreements with respect thereto and (iv) all other documents reasonably required by the Mortgagees;

(H) Enter into a contract to acquire the land underlying the Project and perform and carry out the terms of such contract;

(I) Enter into the Construction Contract and other agreements with the General Contractor, the Architect and others as may be required to develop and construct the Project;

(J) Enter into the Management Agreement and other agreements with the Management Agent and others as may be required to operate the Project;

(K) Rent apartment units in the Project from time to time and collect all rents and other income and to pay therefrom all expenses of the Project;

(L) Enter into, perform and carry out contracts of any kind, including contracts with Affiliates of the General Partners and Special Limited Partner pursuant to Article 7.07, necessary or incidental to the accomplishment of the purposes of the Partnership;

(M) Bring, compromise, settle and defend actions at law or in equity;

(N) Sell, purchase, cancel or dispose of Interests pursuant to the express provisions of this Agreement;

(O) Make prudent interim investments in government obligations, insured obligations, commercial paper, money market funds, certificates of deposit and bankers' acceptances; and

(P) Engage in any kind of lawful activity, and perform and carry out contracts of any kind, necessary or advisable in connection with the accomplishment of the purposes of the Partnership.

3.03 RIHMFC Restrictions.

(A) The Partnership is authorized to execute (i) a note, mortgage and other documents required by the Mortgagees with respect to the Mortgage Loans and the Project, (ii) the Regulatory Agreement and all other documents required by the Mortgagees with respect thereto, and (iii) the HAP Contract and all other documents with respect thereto. All incoming Partners, as a condition to receiving Interests, shall agree to be bound by such documents in the same manner and on the same terms as the other Partners. Upon dissolution of the Partnership, no title or right to possession and control of the Project or rents therefrom shall pass to any Person not bound by such documents in a manner satisfactory to the Mortgagees.

(B) The General Partners shall promptly submit this Agreement to the Mortgagees. If the Mortgagees require any changes to this Agreement, the Partners shall promptly consider those changes. If all Partners do not agree to make such changes, or if the Mortgagees unconditionally disapprove this Agreement and/or the Partners, the Limited Partner shall be entitled to have its Interest repurchased pursuant to the Repurchase Guarantee Agreement attached hereto as Exhibit 4.

(C) If there is any conflict between this Agreement and the Regulatory Agreement, the Regulatory Agreement shall prevail.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

4.01 General Partners. In addition to the covenants and guarantees contained elsewhere in this Agreement, the General Partners hereby jointly and severally represent, warrant and covenant to the Partnership and the Partners that:

(A) The Mortgagees have agreed to provide the Mortgage Loans, and the General Partners will cause all requirements to obtain and maintain such Mortgage Loans to be met;

(B) HUD has agreed to execute the HAP Contract, and the General Partners will cause all requirements to obtain and maintain such HAP Contract to be met;

(C) Initial Closing occurred on or about March 16, 1982, and construction of the Project commenced prior to that date and is on schedule as of the date of this Agreement;

(D) There is no litigation pending against them or their Affiliates which would have a materially adverse effect on the Partnership or the Project;

(E) All appropriate roadways and public utilities, including, without limitation, sanitary and storm sewers, water and electricity, are or will be timely available to, and they will keep such utilities operating properly for, the Project, and easements required in connection therewith have been or will be obtained and filed of record;

(F) The Partnership owns the fee simple interest in and marketable title to the Project, subject to no material liens, restrictions, charges or encumbrances other than those which (i) are incurred prior to Initial Closing and are either insured against under the title insurance policies set forth in Article 4.01(H) or are acceptable to the Mortgagees and are disclosed in writing to the Special Limited Partner prior to execution of this Agreement or (ii) are incurred subsequent to Initial Closing in furtherance of Project construction, and are either insured against under the title insurance policies set forth in Article 4.01(H) or are acceptable to the Mortgagees and the Special Limited Partner;

(G) To the best of their knowledge, after due inquiry, the development, construction and operation of the Project conforms or will conform to all applicable laws, including zoning laws, local ordinances and regulations, and there are no density restrictions, building or use laws, planning rules, regulations, ordinances or requirements or environmental laws, regulations or procedures applicable to the Project which would materially inhibit or materially adversely affect the construction and operation of the Project;

(H) A title insurance policy (or policies) is in force and effect in favor of (i) the Mortgagees in the amount of the Construction Loan, subject to a pending

disbursements clause limiting coverage to the amount of Construction Loan proceeds actually disbursed and (ii) the Partnership in the amount of the total development cost of the Project as determined by the Mortgagees;

(I) They will use their best efforts to cause the construction and development of the Project to be completed in a workman-like manner in accordance with (i) the Construction Contract, (ii) applicable requirements of the Mortgagees and all other appropriate governmental entities and (iii) the plans and specifications of the Project, including changes thereto approved by the Mortgagees;

(J) To the best of their knowledge, after due inquiry, and based on reasonable assumptions, they believe that the Project will not realize development or construction costs in excess of (i) the Mortgage Loans, (ii) the funds provided by them at Initial Closing and (iii) the funds provided pursuant to the construction assurances set forth in Article 4.01(K);

(K) At Initial Closing, they or the General Contractor provided all construction completion and working capital assurances required by the Mortgagees, and they will thereafter maintain such assurances and provide such additional assurances as required by the Mortgagees;

(L) They shall maintain in favor of the Partnership (i) all-risk builders' insurance in the amount required by the Mortgagees and HUD, which insurance may terminate at Final Closing, (ii) from and after the Substantial Completion Date, public liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence and (iii) from and after initial tenant occupancy of the Project, fire and extended coverage insurance insuring loss (in excess of losses incurred by the Mortgagees) in the amount of eighty five percent (85%) of the Mortgage Loans as initially determined by the Mortgagees, which insurance has "inflation rider" or "replacement cost" coverage;

(M) The Partnership is a duly organized limited partnership validly existing under the Act, and the Partnership has complied and will continue to comply with all filing requirements necessary under the Act for the preservation of the limited liability of the Limited Partners;

(N) They shall (i) use their best efforts to complete the Project in substantial conformity with the requirements of the Mortgagees and applicable government agencies, (ii) obtain certificates of occupancy and all other governmental approvals to permit occupancy of all apartment units in the Project and (iii) achieve Final Closing;

(O) No event has occurred which would entitle the Limited Partner to have its Interest purchased pursuant to Article 7.08(C);

(P) No Material Default exists;

(Q) None of the Partners or their Affiliates has or will have any direct or indirect personal liability as maker, guarantor, surety or otherwise with respect to the payment of principal or interest on the Mortgage Loans or any other mortgage loan or deed of trust for the Project, and in the event of such default, the sole recourse of any mortgage lender shall be to the property pledged as security;

(R) They have an aggregate net worth computed on a market value basis in excess of One Million Dollars (\$1,000,000), which net worth is sufficient in amount and liquidity to satisfy all of their obligations under this Agreement, and they will use their best efforts to maintain such net worth;

(S) To the best of their knowledge, substantial completion of Project construction is expected to occur in February, 1983, Final Closing is expected to occur in August, 1983, and initial occupancy of the Project is expected to occur in February, 1983;

(T) On the date of execution of this Agreement, the Partnership is not liable for any significant expenses, debts, costs, liabilities or other charges, other than Mortgage Loan discounts; which are not covered by the Mortgage Loans, the Construction Contract or the commitment pursuant to Article 7.08(B);

(U) To the best of their knowledge, after due inquiry, no event has occurred prior to the date of this Agreement which has caused, and they will not act in any manner which will cause (i) the Partnership to be treated for federal income tax purposes as an association taxable as a corporation, (ii) the Project to fail to qualify as "low-income housing" as defined in sections 1250(a)(1)(B)(i) through (iv) of the Code or "residential property" as defined in section 167(j)(2)(B) of the Code, (iii) the Partnership to fail to qualify as a limited partnership under the Act or (iv) the Limited Partners to be liable for Partnership obligations in excess of the unpaid portions of their Capital Contributions;

(V) The execution of this Agreement or any other document with respect to the Partnership or the Project does not and will not violate or constitute a default under any provision of law, any order of court, any indenture or

agreement or any other instrument affecting them, the Partnership or the Project, or result in the creation or imposition of any lien, charge or encumbrance on the property of the Partnership or the Project; and

(W) They will exercise good faith in all activities relating to the conduct of the business of the Partnership, including the development, operation and maintenance of the Project, and will take no action with respect to the business and property of the Partnership which is not reasonably related to the achievement of the purposes of the Partnership or which is in material violation of all agreements with HUD, the Mortgagees and other governmental authorities.

4.02 Action for Breach. The representations, warranties and covenants in Article 4.01 are being made by the General Partners to the Limited Partner in consideration for its acquisition of Interests. Upon the breach of any such representation, warranty and covenant, the Limited partner may pursue any available legal or equitable remedy against the General Partners without being required to dissolve the Partnership and notwithstanding the availability of any other remedy under this Agreement including, without limitation, the remedies available under the Repurchase Guarantee Agreement attached hereto as Exhibit 4.

4.03 Certificates. Upon the request of the Special Limited Partner from time to time including, without limitation, upon the date that Investors are admitted to the Limited Partner, the General Partners shall provide signed and sworn certificates in the form provided by the Special Limited Partner to the effect that their representations, warranties and covenants in this Agreement are correct at such time.

4.04 Partnership Work Product. The General Partners and their Affiliates have transferred or do hereby transfer to the Partnership all of their ownership right, title and interest in the Project and all matters and work product relating thereto, including, without limitation, the land underlying the Project, HUD and Mortgage Loan commitments and agreements, any agreements with Architects, General Contractors, subcontractors, engineers and others with respect to the development, construction, financing and ownership of the Project, bank and escrow accounts and all Project site plans, architectural plans, working drawings and specifications, surveys, engineering reports and market surveys. The General Partners represent that there are no material Project matters which have not been transferred to the Partnership. The General Partners and their Affiliates shall execute all documents necessary to give effect to this Article 4.04. No Person shall receive compensation from the Partnership for any transfer pursuant to this Article 4.04 except as provided under the Construction Loan.

ARTICLE V - PARTNERSHIP INTERESTS AND CAPITAL

5.01 General Partners. The General Partners, their addresses, Capital Contributions heretofore made in cash and Interests are set forth in Exhibit 1 attached hereto. The General Partners are not obligated to make additional Capital Contributions to the Partnership, although they are obligated to provide Construction Completion Payments and Operating Deficit Loans to the Partnership in certain circumstances as set forth in Article 7.08.

5.02 Special Limited Partner. The Special Limited Partner, its address, Capital Contributions heretofore made in cash and Interest are set forth in Exhibit 1 attached hereto. The Special Limited Partner is not obligated to make additional Capital Contributions to the Partnership.

5.03 Limited Partner.

(A) The Limited Partner, its address, Capital Contributions heretofore made in cash and Interest are set forth in Exhibit 1 attached hereto.

(B) Subject to the provisions of this Article 5.03, the Limited Partner shall make a total of Nine Hundred Fifty Thousand Dollars (\$950,000) of Capital Contributions to the Partnership as follows:

(1) One Hundred Five Thousand Dollars (\$105,000) upon the later of (i) execution and recordation of this Agreement, (ii) Initial Closing and (iii) receipt of the legal opinion pursuant to Article 5.03(D);

(2) Twenty Thousand Dollars (\$20,000) upon the later of (i) admission of all Investors to the Limited Partner and (ii) satisfaction of the conditions in Article 5.03(B)(1);

(3) Two Hundred Sixty Five Thousand Dollars (\$265,000) upon the later of (i) satisfaction of the conditions in Article 5.03(B)(2), (ii) the Substantial Completion Date and (iii) March 15, 1983;

(4) Eighty Five Thousand Dollars (\$85,000) upon the later of (i) twelve (12) months after the payment under Article 5.03(B)(3) and (ii) March 15, 1984;

(5) Two Hundred Fifty Thousand Dollars (\$250,000) upon the later of (i) twelve (12) months after the payment under Article 5.03(B)(4), (ii) Final Closing and (iii) March 15, 1985; and

(6) Two Hundred Twenty Five Thousand Dollars (\$225,000) upon the later of (i) twelve (12) months after the payment under Article 5.03(B)(5) and (ii) March 15, 1986.

(C) If the final amount of the Permanent Loan is less than Five Million Ten Thousand Dollars (\$5,010,000), the Capital Contributions pursuant to Article 5.03(B) shall be reduced by an amount equal to twenty two and 70/100 percent (22.7%) of the amount of such reduction in the Permanent Loan. Any such reduction shall be applied on a pro rata basis to the payments under Articles 5.03(B)(5) and (6).

(D) As a condition to the payments pursuant to Article 5.03(B), the Limited Partner shall receive, upon execution of this Agreement and at the expense of the General Partners, the opinions of counsel to the Partnership satisfactory to the Limited Partner in the form set forth in Exhibit 11 attached hereto.

(E) Notwithstanding any other provisions of this Agreement, the Limited Partner shall not be obligated to make Capital Contributions pursuant to Article 5.03(B), or payments pursuant to Exhibits 4 or 5 attached hereto, in any Fiscal Year until fifteen (15) days after the General Partners provide the written certification required under Articles 4.03 and 9.04 in such Fiscal Year; provided, however, that if the General Partners are not able to deliver such certifications due to a default or condition which, in the judgment of the Special Limited Partner, is cureable with the Capital Contributions of the Limited Partner then due, the Limited Partner shall make such Capital Contributions.

5.04 Defaults.

(A) If the Limited Partner fails to make a Capital Contribution to the Partnership as required by Article 5.03(B) or any payment to the General Partners or their Affiliates as required by Exhibits 4 and 5 attached hereto, the Partnership and the General Partners shall only have the remedies against the Limited Partner which are set forth in this Article 5.04.

(B) If the Limited Partner defaults in the payment of (i) its Capital Contribution and, as a result, the Partnership is unable to make any payment due to the General

Partners or their Affiliates pursuant to this Agreement or (ii) any payment to the General Partners or their Affiliates as required by Exhibits 4 and 5 attached hereto, the Limited partner shall have one hundred (100) days to cure its default to the Partnership and/or the General Partners and their Affiliates. If the default by the Limited Partner is not cured within such one hundred (100) day period, the Interest of the Limited Partner shall be reduced in the proportion that the amount of such default bears to the total amounts previously paid and subsequently payable pursuant to Article 5.03(B) and Exhibits 4 and 5 attached hereto, and the Interests of the General Partners shall be correspondingly increased, pro rata. In addition, during the term of any such default and prior to the reduction of the Interest of the Limited Partner pursuant to this Article 5.04(B), the Operating Revenues and Capital Proceeds otherwise payable to the Limited Partner shall be applied to cure any such default.

5.05 Interest. Interest earned on Partnership funds shall inure to the benefit of the Partnership, and the Partners shall not receive interest on their Capital Contributions.

5.06 Return of Capital Contributions. Except as expressly provided otherwise in this Agreement, (i) no Partner shall have the right to withdraw or reduce his Capital Contributions, or to demand and receive property other than cash from the Partnership in return for his Capital Contributions, (ii) no Limited Partner shall have any priority over any other Limited Partner as to the return of his Capital Contributions or as to compensation by way of income, (iii) no Partner shall be entitled to a return of Capital Contributions except as permitted by the Regulatory Agreement and (iv) any return of Capital Contributions to the Limited Partners shall be solely from the Partnership assets, and the General Partners shall not be personally liable for any such return.

ARTICLE IV - PROFITS, LOSSES AND DISTRIBUTIONS

6.01 Profits and Losses.

(A) The income, profits, gains, losses, deductions and credits of the Partnership for federal income tax purposes shall be determined by the Accountants in accordance with accounting principles which are acceptable to the Special Limited Partner and, except as provided in Articles 6.01(B) through (D) below, shall be allocated to the Partners, pro rata in accordance with their Interests.

(B) Gains of the Partnership arising from the realization of Capital Proceeds shall be allocated as follows:

(1) First, to the Partners with negative Capital Accounts, pro rata in accordance with such Capital Accounts, until the Capital Account of each Partner is brought to zero, but no gain shall be allocated to a Partner under this Article 6.01(B)(1) once his Capital Account has been brought to zero; and

(2) Second, the balance to the Partners in the same ratio that the Capital Proceeds are distributable to them under Article 6.03, but if no such Capital Proceeds are distributable, then to the Partners, pro rata in accordance with their Interests.

(C) Losses of the Partnership arising from an event which would give rise to Capital Proceeds shall be allocated as follows:

(1) First, to the Partners with positive Capital Accounts, pro rata in accordance with such Capital Accounts, until the Capital Account of each Partner is brought to zero, but no losses shall be allocated to a Partner under this Article 6.01(C)(1) once his Capital Account has been brought to zero; and

(2) Second, the balance to the Partners, pro rata in accordance with their Interests.

(D) Notwithstanding the provisions of Articles 6.01(A) through (C), if a deduction from gross income is disallowed by IRS for all or part of any fee paid by the Partnership pursuant to Article 8.01, there shall be a special allocation of gross income to the General Partners in the proportion that they share such fees in the amount of such disallowed deduction.

(E) Any increase or decrease in the amount of any item of income, profit, gain, loss, deduction or credit attributable to an adjustment to the basis of Partnership assets made pursuant to a valid election under sections 734, 743 and 754 of the Code, and pursuant to corresponding provisions of applicable state and local income tax laws, shall be charged or credited, as the case may be, and any increase or decrease in the amount of any item of credit or tax preference attributable to any such adjustment shall be allocated to the Capital Accounts of those Partners entitled thereto under such laws.

(F) Income, profits, gains, losses, deductions and credits allocated to an Interest assigned or reissued during a Fiscal Year shall be allocated to the Person who was the holder of such Interest during such Fiscal Year, in proportion to the number of days that each such holder was recognized as the owner of such Interest during such Fiscal Year or in any other proportion permitted by the Code and selected by the Special Limited Partner in accordance with this Agreement, without regard to the results of Partnership operations during the period in which each such holder was recognized as the owner of such Interest during such Fiscal Year, and without regard to the date, amount or recipient of any distributions which may have been made with respect to such Interest.

6.02 Operating Revenues. Operating Revenues shall be paid or distributed in the following order of priority:

(A) To the payment of the Additional Management Fee pursuant to section 4(A) of the Partnership Management Services Agreement attached hereto as Exhibit 7;

(B) To the payment of (i) Operating Expenses (other than amounts set forth in this Article 6.02 below) and (ii) expenditures for capital construction, acquisitions, alterations, improvements, replacements and other similar capital outlay items with the Consent of the General Partners and the Special Limited Partner;

(C) To the maintenance of any reserves or escrows which (i) the General Partners and the Special Limited Partner deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or (ii) the Mortgagees require for accounts and accrued items payable at the close of a Fiscal Year;

(D) To the repayment of any outstanding loans pursuant to Article 7.10;

(E) An annual cumulative amount commencing at the Cost Cut-Off Date to the Limited Partner of Four Thousand Dollars (\$4,000);

(F) To the payment of the Additional Management Fee pursuant section 4(B) of the Partnership Management Services Agreement attached hereto as Exhibit 7;

(G) To the repayment of any outstanding Operating Deficit Loans;

(H) The next Thirty Three Thousand Four Hundred Dollars (\$33,400) to the Partners, pro rata in accordance with their Interests;

(I) To the payment of the Additional Management Fee pursuant to Section 4(C) of the Partnership Management Services Agreement attached hereto as Exhibit 7; and

(J) The balance to the Partners, pro rata in accordance with their Interests.

6.03 Capital Proceeds. Capital Proceeds shall be paid or distributed in the following order of priority:

(A) To the payment of all matured debts, expenses and liabilities of the Partnership, except for (i) loans or advances made by any Partner, (ii) accrued but unpaid fees due to any Partner and (iii) amounts set forth in this Article 6.03 below;

(B) To the construction, repair or restoration of improvements to the Project with the Consent of the General Partners and the Special Limited Partner;

(C) To the maintenance of any reserves which the Liquidator and the Special Limited Partner deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership;

(D) To the payment of any unpaid cumulative distributions to the Limited Partner pursuant to Article 6.02(E);

(E) To the payment of any unpaid cumulative Additional Management Fees pursuant to section 4(B) of the Partnership Management Services Agreement attached hereto as Exhibit 7;

(F) To the repayment of any outstanding Operating Deficit Loans and loans pursuant to Article 7.10;

(G) To the Partners with positive Capital Accounts, pro rata in accordance with such Capital Accounts, until the Capital Account of each Partner is brought to zero;

(H) To the Limited Partner, One Million Five Hundred Twenty Thousand Dollars (\$1,520,000), less prior distributions to it of Capital Proceeds;

(I) To the payment of up to Ninety Five Thousand Seven Hundred and Five Dollars (\$95,705) of Construction Completion Payments, pro rata with the distributions under Article 6.03(H);

(J) To the General Partners and Special Limited Partner, an amount equal to their actual Capital Contributions, less prior distributions to them of Capital Proceeds;

(K) To the repayment of any outstanding Construction Completion Payments not repaid under Article 6.03(I); and

(L) The balance, forty nine percent (49%) to the General Partners, pro rata in accordance with their Interests, one-tenth of one percent (0.1%) to the Special Limited Partner, and fifty and 90/100 percent (50.9%) to the Limited Partner.

6.04 Allocation of Distributions. Except as expressly provided otherwise in this Agreement, including, without limitation, Article 5.04, distributions of Operating Revenues and Capital Proceeds allocated to Partners shall be made to the Partners of record on the record date for the distribution established by the General Partners and Special Limited Partner without regard to the length of time the record holder has been such.

6.05 RIHMFC Requirements. Notwithstanding any other provisions of this Agreement, for so long as the Partnership is a party to the Regulatory Agreement, no cash distributions shall be made to the Partners without the consent of RIHMFC, if required.

ARTICLE VII - PARTNERSHIP MANAGEMENT

7.01 General Partners.

(A) Subject to and limited by the express provisions of this Agreement, including Article 7.03(B), the General Partners shall have full, exclusive and complete authority, discretion, obligation and responsibility with respect to the business of the Partnership and shall take all actions with respect thereto including, without limitation, the actions set forth in Article 3.02. The General Partners shall manage and control the affairs of the Partnership to the best of their ability and shall use their best efforts to carry out the business of the Partnership. Except as expressly provided otherwise herein, actions by the General Partners under this Agreement shall be undertaken by the decision of the majority in Interest of such General Partners.

(B) Each General Partner is hereby authorized, constituted and appointed to take all actions and execute and deliver on behalf of the Partnership and in its name all documents required to effect Initial Closing and Final Closing. Such authority shall include, without limitation, actions and documents with respect to acquiring the land underlying the Project, and obtaining the Mortgage Loans, Regulatory Agreement and HAP Contract.

(C) In conducting the business of the Partnership, the General Partners shall be bound by the fact that the Partnership's purpose in owning and operating the Project is to obtain (i) long-term appreciation, (ii) cash income and (iii) tax deductions.

(D) The General Partners shall at all times while they are General Partners jointly and severally comply with all requirements as may from time to time be necessary to assure the Partnership is classified as a partnership for federal income tax purposes under the Code.

7.02 Delegation of Authority. The General Partners may delegate all or any of their powers, rights and obligations hereunder to any qualified person, and may appoint, employ, contract or otherwise deal with any Person for the transaction of the business of the Partnership, which qualified person may, under supervision of the General Partners, perform any acts or services for the Partnership as the General Partners may reasonably approve.

7.03 Special Limited Partner.

(A) Except as expressly provided otherwise in this Agreement, the Special Limited Partner shall only have the limited responsibilities to the Partnership set forth in Article 7.03(B) and shall not otherwise be involved in the day-to-day affairs of the Partnership and shall have no financial obligations to the Partnership.

(B) The Special Limited Partner shall have the following rights and responsibilities which it may exercise in its sole discretion:

(1) Upon a default by a Person pursuant to Article 7.08 which is not cured within any available cure period by such Person or another guarantor, the authority to (i) designate another Person to assume the obligation to cure the default, (ii) take all appropriate action pursuant to Article 7.08(D) and (iii) direct fees and cash distributions pursuant to Articles VI or VIII which are otherwise payable to the Person in default or his Affiliates to cure such default;

(2) Upon the removal of the last General Partner pursuant to Article 11.03, the authority to assume the role of General Partner or to select a Successor General Partner;

(3) The right to select or approve Accountants and Counsel for the Partnership in the manner set forth in Article 9.03;

(4) The right to perform or assist the General Partners in performing all Partnership reporting to the Limited Partners pursuant to Article 9.04;

(5) The right to select the Management Agent in certain circumstances pursuant to Article 7.05;

(6) The right to oversee as the "tax matters partner" all tax matters concerning the Partnership, including, without limitation, elections under the Code, preparation of Partnership tax returns, and supervision of tax audits and litigation relating thereto; and

(7) The right to Consent to other actions by the General Partners as specifically set forth in this Agreement.

(C) The Special Limited Partner may delegate to or contract with an Affiliate for the performance of its responsibilities pursuant to Article 7.03(B). Any such delegation or contract shall terminate upon the withdrawal or removal of the Special Limited Partner. If a Special Limited Partner is dissolved or terminated, its successors-in-interest shall be entitled to exercise its powers under this Agreement or appoint another Person to do so; and if such successors-in-interest chooses not to exercise such powers and another Person is not appointed to do so, such powers shall be exercised by the General Partners.

7.04 Limitations on General Partners.

(A) The General Partners and their Affiliates shall not have any authority to perform (i) any act in violation of any applicable law or regulation thereunder, (ii) any act without any Consent or ratification which is required to be consented to or ratified by the Limited Partners or Special Limited Partner pursuant to Articles 7.04(B) or 7.04(C) or the Act or (iii) any act which would change the Partnership to a general partnership or to an association taxable as a corporation for federal income tax purposes.

(B) The Consent of a majority in Interest of the Limited Partners shall be required prior to any action by the General Partners with respect to the following matters:

(1) The sale, lease (except for the lease of apartment units in the ordinary course of business), exchange, other disposition, pledge or transfer of the Project or all or substantially all of the assets of the Partnership;

(2) The substantial alteration, demolition or reconstruction of the Project; or

(3) Causing the Partnership to engage in any business other than that specified in this Agreement.

(C) The reasonable Consent of the Special Limited Partner shall be required prior to any action by the General Partners with respect to the following matters:

(1) Entering into agreements restricting the use of Partnership property including, without limitation, deeds and easements, except for those in furtherance of the development of the Project or required by any government authority in connection with the operation of the Project;

(2) The refinancing, recasting, increase, modification or extension of the Permanent Loan after Final Closing;

(3) The increase in the amount of the Mortgage Loans prior to Final Closing without the approval of the Mortgagees; or

(4) The sale or assignment of a General Partner's Interest or the admission of any Person as an additional or Substitute General Partner, except as provided in Articles 11.04 and 11.06.

7.05 Management Agent.

(A) The Partnership shall enter into a Management Agreement with the Management Agent to operate the Project on a day-to-day basis for the maximum term and fee approved by the Mortgagee. The General Partners shall cause the Management Agent to acknowledge the provisions of this Article 7.05.

(B) The General Partners (or, if a General Partner or its Affiliate is the Management Agent, the Special Limited Partner) shall, at any time with the approval of the Mortgagee, if required, dismiss the Management Agent, unless

the Consent of the Special Limited Partner is obtained to retain the Management Agent, for any of the following reasons:

- (1) The Management Agent is declared Bankrupt;
 - (2) There is any willful misconduct or gross negligence by the Management Agent which materially adversely affects the Partnership or which is not cured within thirty (30) days after Notice from a General Partner or Special Limited Partner;
 - (3) The Project is in substantial violation of any building code requirement or similar governmental requirement which is not cured within thirty (30) days after Notice from a General Partner or Special Limited Partner;
 - (4) The Management Agent is an Affiliate of a General Partner who is removed pursuant to Article 11.03; or
 - (5) The Management Agent takes any action or fails to take any action which violates in any material respect any provision of the Mortgage Loans, HAP Contract, Regulatory Agreement or any agreement or regulation applicable to the Project, or violates in any material respect any provision of this Agreement or provision of applicable law which is not cured within thirty (30) days after Notice from a General Partner or Special Limited Partner.
- (C) Upon the removal of the Management Agent pursuant to Article 7.05(B) or upon the voluntary termination of the Management Agent in accordance with the Management Agreement, a substitute Management Agent shall be named with the approval of the Mortgagee, if required, (i) by the General Partners, with the reasonable Consent of the Special Limited Partner, if a General Partner or its Affiliate is not the Management Agent removed under Article 7.05(B) or (ii) otherwise by the Special Limited Partner.

7.06 General Contractor. The Partnership has entered into the Construction Contract with the General Contractor pursuant to which the General Contractor shall construct the Project in accordance with the plans and specifications (including amendments thereto) approved by the Mortgagee. The General Contractor shall receive payment from the Partnership for such services only in the amount provided in the Construction Contract and payable from the Mortgage Loans.

7.07 Business with Affiliates. A General Partner or Special Limited Partner may cause the Partnership to transact

business with itself or any Affiliate for goods or services reasonably required in the conduct of the Partnership's business, unless set forth otherwise in this Agreement, provided that any such transaction shall be effected only on terms competitive with those that may be obtained from unaffiliated Persons and shall be disclosed to all Partners.

7.08 Certain Guarantees

(A) The General Partners have jointly and severally agreed with the Limited Partner to advance funds to the Partnership as Operating Deficit Loans as needed to fund Operating Deficits pursuant to the Operating Deficit Guarantee Agreement attached hereto as Exhibit 5. Such Operating Deficit Loans shall be repaid, without interest, as set forth in such Operating Deficit Guarantee Agreement.

(B) The General Partners have jointly and severally agreed with the Partnership to advance funds to the Partnership as Construction Completion Payments as needed to complete Project construction and achieve Final Closing pursuant to the Development Services Agreement attached hereto as Exhibit 8. Such Construction Completion Payments shall be repaid, without interest, as set forth in such Development Services Agreement.

(C) The General Partners have jointly and severally agreed with the Limited Partner to repurchase its Interest in certain circumstances pursuant to the Repurchase Guarantee Agreement attached hereto as Exhibit 4.

(D) If any Person defaults in any guarantee under this Article 7.08, he shall be liable to the Partnership and the Partners for all losses and costs, including reasonable legal costs and attorneys' fees, incurred by reason of such default. The Special Limited Partner shall give such Person Notice of such default, and if the default is not cured by such Person or another guarantor within thirty (30) days after receipt of such notice, (i) the defaulting Person and his Affiliates shall forfeit their Interest, their right to receive Operating Revenues and Capital Proceeds pursuant to Articles 6.02 and 6.03, if any, and their fees pursuant to Article VIII, (ii) the Partnership may remove such Person and his Affiliates as a Partner pursuant to Article 11.03 and exercise the remedies provided in Article 11.04 and (iii) the Special Limited Partner may exercise the powers under Article 7.03(B)(1).

7.09 Liability for Acts and Omissions.

(A) No Partner shall be liable, responsible or accountable in damages or otherwise to any of the Partners for

any act or omission performed or omitted in good faith on behalf of the Partnership and in a manner reasonably believed to be within the scope of the authority granted by this Agreement and in the best interests of the Partnership, but shall be so liable, responsible or accountable for, and shall indemnify and hold harmless the Partnership and other Partners against, actual loss or damage to the Partnership or other Partners due to such Partner's fraud, negligence, misconduct or breach of fiduciary duty with respect to such acts or omissions.

(B) Any loss or damage incurred by a Partner by reason of any act or omission performed or omitted by it (or its directors, officers, employees or agents) in good faith on behalf of the Partnership and in a manner reasonably believed to be within the scope of the authority granted by this Agreement and in the best interests of the Partnership (but not, in any event, any loss or damage incurred by reason of fraud, negligence, misconduct or breach of fiduciary duty with respect to such act or omission) shall be paid from Partnership assets to the extent available.

7.10 Loans to Partnership. If additional funds are required by the Partnership for any purpose relating to its business after Final Closing, other than purposes for which a Person is required to advance funds pursuant to Article 7.08, the Partnership may borrow such funds as are needed from any Person for such period of time as the General Partners may reasonably determine; provided, however, that (i) no such loan shall be secured by any mortgage or other encumbrance on the property of the Partnership without the Consent of the Special Limited Partner and the Mortgagees and (ii) any such loan from a Partner or his Affiliate shall not bear interest without the Consent of the Special Limited Partner. Loans made under this Article 7.10 shall be repayable as provided in Articles 6.02(D) and 6.03(F).

ARTICLE VIII - COMPENSATION AND FEES

8.01 Certain Fees. The Partnership shall pay the following fees for the services described:

(A) A Partnership Management Fee in consideration for services in supervising and managing the affairs of the Partnership, administering its assets and other services through December 31, 1986 pursuant to the Partnership Management Services Agreement attached hereto as Exhibit 7.

(B) A Rent-Up Services Fee in consideration for establishing an initial tenant selection program for the Project, preparing advertising and promotional material, initial rent-up of apartment units and other services pursuant to the Rent-Up Services Agreement attached hereto as Exhibit 6.

(C) Development Fees (plus interest on deferred payments) in consideration for developing the Project, agreeing to make any required Construction Completion Payments, supervising the General Contractor, Architect and other development participants and other services pursuant to the Development Services Agreement attached hereto as Exhibit 8.

(D) An Organizational Fee in consideration for organizing the Partnership and other services pursuant to the Organizational and Start-Up Services Agreement attached hereto as Exhibit 9.

(E) A Start-Up Fee in consideration for investigating and planning the Partnership's business, reimbursement for ordinary and necessary expenses incurred prior to Initial Closing and other services pursuant to the Organizational and Start-Up Services Agreement attached hereto as Exhibit 9.

(F) Additional Management Fees for supervising the affairs of the Partnership and as an incentive for the efficient and profitable conduct of the Partnership's business pursuant to the Partnership Management Services Agreement attached hereto as Exhibit 7.

(G) Except as otherwise expressly provided herein, the fees set forth in Articles 8.01(A) through (E) shall be payable at the times set forth in Exhibit 3 attached hereto, and the fees set forth in Article 8.01(F) shall be payable at the times set forth in Articles 6.02 and 6.03.

(H) If Partnership funds are unavailable to pay fees set forth in Article 8.01 when due, such fees shall be deferred and payable from first available Partnership revenues in the manner set forth in this Agreement. In such event, the Partnership may evidence such fees with non-interest bearing promissory notes.

8.02 Conditions to Fees.

(A) Notwithstanding any other provision of this Agreement, fees shall not be paid to a General Partner or his Affiliates pursuant to Article 8.01 or Exhibits 4 or 5 attached hereto unless the General Partners provide the written certifications required under Articles 4.03 and 9.04 at such time.

(B) If a General Partner or his Affiliates fail to make Construction Completion Payments or Operating Deficit Loans pursuant to Article 7.08, the Partnership shall, at the direction of the Special Limited Partner, apply the fees or cash distributions payable to the General Partners or their Affiliates under Article VI, this Article VIII and Exhibits 4 and 5 attached hereto to such purposes in satisfaction of their right to receive such fees or distributions.

(C) If the Capital Contributions of the Limited Partner are reduced pursuant to Article 5.03(C), the Development Fee (and interest thereon) pursuant to Article 8.01(C) shall be correspondingly reduced in the manner set forth in the Development Services Agreement attached hereto as Exhibit 8.

8.03 Other Fees.

(A) In addition to the fees pursuant to Article 8.01, the Limited Partner has agreed to pay certain fees directly from its own funds as set forth in Exhibits 4 and 5 attached hereto.

(B) No salaries or compensation, other than as expressly set forth in this Agreement, shall be paid by the Partnership to any Partner or Affiliate.

ARTICLE IX - ACCOUNTING AND REPORTS

9.01 Books and Records. The General Partners shall maintain at the offices of the Partnership full and accurate books of the Partnership showing all receipts and expenditures, assets and liabilities, profits and losses, names and current addresses of Partners and all other records necessary for recording the Partnership's business and affairs. All Limited Partners and their duly authorized representatives shall have the right to inspect and copy any or all of the Partnership's books and records, including books and records necessary to enable a Limited Partner to defend any tax audit or related proceeding, during reasonable business hours upon three (3) days Notice to a General Partner, and shall have, on demand, true and full information of all matters affecting the Partnership.

9.02 Annual Audit and Tax Matters. The books and records of the Partnership shall be kept on the accrual basis unless the Special Limited Partner and the General Partners elect to keep them on a cash basis. The accounts of the Partnership shall be audited by the Accountants at the time set forth in Article 9.04(E) and at any other time that the Special Limited Partner and General Partners may deem it necessary or desirable. The Special Limited Partner shall prepare or cause to be prepared, all tax returns required of the Partnership at the Partnership's expense.

9.03 Counsel and Accountants. The Accountants for all Partnership tax matters shall be Reznick, Fedder and Silverman of Bethesda, Maryland, or such other firm selected by the Special Limited Partner. The Counsel for all Partnership tax and securities law matters and for purposes of Article 14.01 shall be Ginsburg, Feldman, Weil and Bress of Washington, D.C., or such other firm selected by the Special Limited Partner. The General Partners shall select Counsel and Accountants for all other Partnership matters.

9.04 Reports and Notices. The General Partners shall provide all Partners with the following:

(A) By February 15, a written certification, if such certification can be made, that as of the end of the prior Fiscal Year (i) a Material Default does not exist and (ii) the representations, warranties, covenants and guarantees of the General Partners and their Affiliates under this Agreement which are applicable at that time have not been breached and are true and correct;

(B) By February 15, a written certification as to whether or not, as of the end of the prior Fiscal Year, (i) all Mortgage Loan, real estate tax and insurance premium payments are current, (ii) any notice has been received of any defaults under the Mortgage Loans, Regulatory Agreement, HAP Contract, Management Agreement, this Agreement or any related documents and (iii) any notice has been received of any building, health, environmental or fire code violation or similar violation of a law, regulation or ordinance of a material nature with respect to the Project;

(C) By February 15, a written certification summarizing all transactions during the prior Fiscal Year between the Partnership and a General Partner or his Affiliates (including the nature of the transaction and the payments involved), other than particular transactions expressly disclosed in this Agreement;

(D) By March 15, all information required for the Accountants to prepare IRS Form 1065 and K-1, or similar forms as may be required by the IRS, stating each Partner's allocable share of income, gain, loss, deduction or credit for the prior Fiscal Year;

(E) Within ninety (90) days after the end of the accounting period used to administer the HAP Contract, a balance sheet and the related statements of income and Partners' capital and changes in financial position, accompanied by a report of Accountants stating that an audit of such financial statement has been made in accordance with generally accepted auditing standards and containing the opinion of the Accountants with respect to the financial statements and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles and practices, and identifying any matters to which the Accountants take exception and stating, to the extent practicable, the effect of each such exception on such financial statement;

(F) Within fifteen (15) days before the date that a payment is due pursuant to Articles 5.03 or 8.01, a written certification, if such certification can be made, that all applicable conditions to such payment have been met;

(G) Within fifteen (15) days after learning of such an event, written Notice of any material event which adversely affects the Project or any defaults or arrearages in the payment of any Partnership debt or obligation of over thirty (30) days duration, including the steps taken to cure any such default or arrearage;

(H) Within fifteen (15) days after request from a Partner, all reasonably available information necessary to comply with any federal or state reporting requirement, including any applicable requirements of the Securities Acts; and

(I) Within fifteen (15) days after the admission of Investors to the Limited Partner, but one time only, a balance sheet and income statement of the Partnership, each of which may be unaudited and internally prepared.

9.05 Partnership Funds.

(A) Except as expressly provided in Article 9.05(B), the General Partners shall have total fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in their direct or indirect possession or control. The funds of the Partnership

shall not be commingled with the funds of any other Person and the General Partners shall not employ such funds in any manner except for the benefit of the Partnership. All funds of the Partnership not otherwise invested shall be prudently invested or deposited in one or more accounts maintained in such institutions as the General Partners shall determine, and withdrawals shall be made only in the regular course of Partnership business on such signatures as the General Partners may, from time to time, determine.

(B) The Special Limited Partner shall have control over all Capital Contributions and disbursements of all fees pursuant to Articles 5.03 and 8.01. Such funds shall be maintained in such banking institutions designated by the Special Limited Partner and shall be disbursed pursuant to this Agreement on such signatures as the Special Limited Partner shall, from time to time, determine.

9.06 Partnership Reserves. The General Partners shall set aside from Partnership funds (i) reserves as may be required by the Mortgagees or other government agencies which they shall manage as required by the Mortgagees or such other government agencies or (ii) other reasonable reserves as required for the Partnership's business with the Consent of the Special Limited Partner.

ARTICLE X - TRANSFER OF PARTNERSHIP INTERESTS

10.01 Assignments.

(A) A General Partner may not assign its Interest as a General Partner, in whole or in part, except as permitted by Article 11.04.

(B) The Special Limited Partner may assign its Interest, in whole or in part, at any time with the reasonable Consent of the General Partners.

(C) Subject to the provisions of Article 10.04, a Limited Partner may assign, transfer, alienate, hypothecate, bequeath, give or otherwise dispose of its Interest, in whole or in part, by an executed and acknowledged written instrument, but such assignee or successor may become a Substitute Limited Partner only upon satisfaction of the requirements of Article 10.02. Notwithstanding the foregoing, such a Limited Partner shall remain liable to pay his Capital Contributions or other

obligations under this Agreement as due unless and until paid by any such assignee or successor.

10.02 Substitute Limited Partner.

(A) An assignee or successor of the whole or any portion of an Interest of a Limited Partner pursuant to Article 10.01(C) shall have the right to become a Substitute Limited Partner in place of his assignor only if all of the following conditions are satisfied:

(1) The fully executed and acknowledged written instrument of assignment which has been filed with the Partnership sets forth a statement of the intention of the assignor and assignee that the assignee become a Substitute Limited Partner;

(2) The assignee executes, adopts and acknowledges this Agreement, or a counterpart hereto;

(3) The assignor or assignee pays the reasonable costs and fees charged by the General Partners to effect the transfer;

(4) The General Partners shall have Consented to the assignment, which Consent may only be conditioned on an opinion of Counsel with respect to the satisfaction of the requirements of Article 10.04, which opinion may be waived by the General Partners; and

(5) A Certificate evidencing the admission of such Person as a Substitute Limited Partner shall have been filed for recording, and the General Partners shall not be required to amend the Certificate to reflect the substitution of Substitute Limited Partners more often than once every three (3) months.

(B) The General Partners may elect to treat an assignee who has not become a substitute limited partner as a Substitute Limited Partner in the place of his assignor should they deem, in their sole discretion, that such treatment is in the best interest of the Partnership.

(C) For the purpose of allocating and distributing profits, losses, Operating Revenues or Capital Proceeds, a Substitute Limited Partner shall be treated as having become a Partner upon his signing of this Agreement.

(D) If an assignee pursuant to Article 10.01(C) does not become a Substitute Limited Partner pursuant to this Article 10.02, the Partnership shall not recognize the

assignment, and the assignee shall have no right to require any information on account of the Partnership's business, to inspect the Partnership's books or to take part in Partnership decisions.

10.03 Dissolution of Limited Partners. Upon the Bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner which is a trust, corporation, partnership or other entity, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as a proposed assignee of its Interest and to join with such proposed assignee in making application to substitute such proposed assignee as a Substitute Limited Partner.

10.04 Restrictions on Transfers. No assignment, transfer, sale, exchange or other disposition of the Interest of a Limited Partner shall be made if such disposition would (i) cause the Partnership to be treated as an association taxable as a corporation rather than a partnership for federal income tax purposes, (ii) violate the provisions of any federal or state securities laws or (iii) violate any agreement or instrument by which the Partnership is bound or any applicable law, rule or regulation.

ARTICLE XI - TENURE OF GENERAL PARTNERS

11.01 Voluntary Withdrawal of a General Partner. A General Partner may not voluntarily withdraw, retire or transfer or otherwise dispose of his Interest as General Partner (i) prior to the December 31 following the date on which the Limited Partner makes Capital Contributions pursuant to Article 5.03(B)(6), unless all General Partners and the Special Limited Partner agree otherwise, or (ii) at any other time unless all General Partners agree otherwise. The Interest of a voluntarily withdrawn General Partner shall be treated in accordance with Articles 11.04(A) and (C).

11.02 Involuntary Withdrawal of a General Partner.

(A) In the event of the involuntary withdrawal of a General Partner due to death, disability or adjudication of incompetence, such General Partner shall immediately cease to be a General Partner and his Interest shall be treated in accordance with Articles 11.04(B) and (C).

(B) In the event of the involuntary withdrawal of a General Partner due to Bankruptcy, dissolution or any other reason not set forth in Article 11.02(A), such General Partner shall immediately cease to be a General Partner and his Interest shall be forfeited pursuant to Article 11.04(D).

11.03 Removal of a General Partner.

(A) The Special Limited Partner shall have the right to remove a General Partner for any of the following reasons:

(1) Any actual fraud, misconduct, negligence or breach of fiduciary duty in the performance of his duties and obligations as General Partner which has a substantial adverse effect on the Partnership or the Project;

(2) Failure in any material respect to meet his obligations, representations, warranties, covenants and guarantees under this Agreement, including, without limitation, Article 7.08, or violation in any other material respect of any other provision of this Agreement or any provisions of the Act;

(3) Violation in any material respect by him of any provision of any document or agreement with the Mortgagees or HUD, or any HUD or other governmental regulation, which has an adverse effect on the Partnership or the Partners;

(4) If the General Partner or his Affiliate is the Management Agent and is removed as such pursuant to Articles 7.05(B)(2) and (5); or

(5) Any action by him not permitted by this Agreement which would (i) cause the Partnership to be treated for federal income tax purposes as an association taxable as a corporation, (ii) violate the Securities Acts or (iii) cause a Material Default.

(B) Upon receipt of Notice from the Special Limited Partner seeking the removal of a General Partner pursuant to Article 11.03(A), and specifying the cause for such removal, such General Partner shall have the right within thirty (30) days after receipt of such Notice to cure the alleged default (which period shall be extended for an additional sixty (60) days if such General Partner is pursuing a cure and the default is not having a material adverse effect on the Partnership or the Project). Should such cure not be so made, such General Partner shall immediately cease to be a General Partner and to have the rights previously conferred as General Partner as to the operation of the Partnership

business, and the powers and authorities conferred on him as General Partner under this Agreement shall terminate and he shall forfeit his Interest pursuant to Article 11.04(D). The General Partners hereby appoint the Special Limited Partner as their agent and attorney-in-fact to execute and record all documents necessary to give effect to this Article 11.03(B). The election to remove under this Article 11.03 shall not limit or restrict the availability and use of any other remedy which any Partner might have with respect to such General Partner in connection with his undertakings and responsibilities under this Agreement.

11.04 Interest of a Prior General Partner.

(A) Upon the voluntary withdrawal pursuant to Article 11.01 of a General Partner who is not the sole remaining General Partner, he may (i) transfer his Interest to any other Person on the same terms offered to the other General Partners and Special Limited Partner, although such Person shall be admitted to the Partnership as a Substitute Limited Partner (upon satisfaction of the requirements of Article 10.02) or (ii) retain his Interest but have it converted to the Interest of a Substitute Limited Partner.

(B) Upon the involuntary withdrawal pursuant to Article 11.02(A) of a General Partner who is not the sole remaining General Partner, his successor or legal representative shall retain his Interest but have it converted to the Interest of a Substitute Limited Partner.

(C) Upon the voluntary withdrawal pursuant to Article 11.01 or involuntarily withdrawal pursuant to Article 11.02(A) of a General Partner who is the sole remaining General Partner, he shall designate a Successor General Partner and transfer such portion of his Interest, his right to receive Operating Revenues and Capital Proceeds, and fees as is necessary to obtain such Successor General Partner. Any portion of an Interest which is not so transferred to a Successor General Partner shall be treated in accordance with the provisions of Article 11.04(A).

(D) Upon the involuntary withdrawal of a General Partner pursuant to Article 11.02(B), or if a General Partner is removed pursuant to Article 11.03(A), he shall immediately forfeit (i) his Interest, (ii) his fees and (iii) all of his rights to receive Operating Revenues and Capital Proceeds. Such Interest shall be forfeited to the other General Partners, pro rata, or, if none remain, to a Successor General Partner.

(E) Notwithstanding any other provision of this Agreement, the General Partners shall at all times maintain an aggregate interest of at least one percent (1%) in profits and losses pursuant to Article 6.01, Operating Revenues pursuant to Article 6.02 and Capital Proceeds pursuant to Article 6.03, and it shall be the obligation of the General Partners (and their successors-in-interest) to at all times satisfy this requirement. The interests of the Limited Partner or Special Limited Partner shall not be reduced or otherwise affected to satisfy the requirements of this Article 11.04(E).

11.05 Obligations of a Prior General Partner. If a General Partner withdraws or is removed from the Partnership under Articles 11.01, 11.02 or 11.03, he shall (i) remain liable for all obligations and liabilities incurred by him as General Partner before the effective date of such event, (ii) pay all costs associated with the admission of a Successor General Partner and (iii) with respect to a removed, Bankrupt or dissolved General Partner, shall be liable for all damages and costs to the Partnership as a result of such removal. However, any such General Partner that withdraws or is removed as such shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after the effective date of such event, unless this Agreement expressly provides otherwise.

11.06 Successor General Partner. A Person shall be admitted as a Successor General Partner only if the following conditions are satisfied:

(A) The admission of such Person shall have been consented to by the Mortgagees and HUD (if required), the Special Limited Partner and, except with respect to Article 11.04(D), the General Partners;

(B) The Person shall have accepted and agreed to be bound by all the terms and provisions of this Agreement, by executing a counterpart thereof and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as a General Partner;

(C) A Certificate evidencing the admission of such Person as a General Partner shall have been filed for recordation; and

(D) Such Person has the necessary authority and experience to act as General Partner and agrees to be bound by this Agreement.

11.07 Remaining General Partners.

(A) Upon the withdrawal, Bankruptcy, dissolution, removal, death, disability or adjudication of incompetence of a General Partner that is not the last remaining General Partner, the remaining General Partner(s) shall immediately (i) give Notice to the Limited Partners of such Bankruptcy, death, dissolution or adjudication of incompetence, (ii) make such amendments of this Agreement and execute and file for recordation such amendments or documents or other instruments as are necessary to reflect the termination of such General Partner and (iii) continue the business of the Partnership (and the General Partners expressly agree to so continue the business of the Partnership).

(B) Upon the withdrawal, Bankruptcy, dissolution, removal, death, disability or adjudication of incompetence of the last remaining General Partner, the Partnership shall be dissolved unless a majority in Interest of the Limited Partners, within sixty (60) days after such event, elect to continue the Partnership and appoint a Successor General Partner.

ARTICLE XII - DISSOLUTION AND LIQUIDATION

12.01 Term and Dissolution. The Partnership commenced as of March 12, 1982 and shall continue until December 31, 2027, or until dissolution occurs prior to that date for any one of the following reasons:

(A) An election to dissolve the Partnership is made in writing by the General Partners and a majority in Interest of the Limited Partners with the approval of the Mortgagee, if required;

(B) The sale, exchange or other disposition of the Project or all or substantially all of the property of the Partnership; provided, however, that if the Partnership receives a purchase money mortgage in connection with such sale, the Partnership will continue until such mortgage is satisfied, sold or otherwise disposed of;

(C) Subject to the provisions of Article 11.07, the withdrawal, Bankruptcy, dissolution, removal, death, disability or adjudication of incompetence of a General Partner who is the last remaining General Partner; or

(D) Any other event causing dissolution of the Partnership under the Act.

12.02 Liquidation of Assets.

(A) In the event of dissolution and final termination of the Partnership, a full accounting of the assets and liabilities shall be taken, and the assets shall either be (i) distributed in kind with the Consent of the General Partners and Special Limited Partner or (ii) liquidated, with the Capital Proceeds thereof applied in the manner set forth in Article 6.03 within twelve (12) months after such liquidation.

(B) The Liquidator shall file all certificates and notices of the dissolution of the Partnership required by law. The Liquidator shall proceed without any unnecessary delay to sell and otherwise liquidate the Partnership's assets; provided, however, that if the Liquidator shall determine that an immediate sale of part or all of the Partnership property would cause undue loss to the Partners, the Liquidator may defer the liquidation except (i) to the extent provided by the Act or (ii) as may be necessary to satisfy the debts and liabilities of the Partnership to Persons other than the Partners. Upon the complete liquidation and distribution of the Partnership assets, the Partners shall cease to be Partners of the Partnership, and the Liquidator shall execute, acknowledge and cause to be filed all certificates and notices required by the law to terminate the Partnership. If the Partnership is dissolved and finally terminated prior to Final Closing, actions necessary to achieve Final Closing shall be deemed proper acts in winding up the business affairs of the Partnership.

(C) Upon the dissolution and final termination of the Partnership pursuant to Article 12.01, the Accountants shall promptly prepare, and the Liquidator shall furnish to each Partner, a statement setting forth the assets and liabilities of the Partnership. Promptly following the complete liquidation and distribution of the Partnership's assets, the Accountants shall prepare, and the Liquidator shall furnish to each Partner, a statement showing the manner in which the Partnership's assets were liquidated and distributed.

ARTICLE XIII - AMENDMENTS AND MEETINGS

13.01 Amendment Procedure.

(A) Amendments to this Agreement may be proposed by a General Partner, Special Limited Partner or by ten percent (10%) or more in Interest of the Limited Partners. A proposed amendment will be adopted and effective only if it receives the Consent of the General Partners, Special Limited Partner and a majority in Interest of the Limited Partners.

(B) Within thirty (30) days of the receipt of any proposal to amend this Agreement, the General Partners shall give the Partners Notice of such proposal (along with the text of the proposed amendment and a statement of its purposes). Any matter requiring the Consent of the Limited Partners may be considered pursuant to Article 13.03. Any Consent so given will be nullified if a written nullification by a Partner of such Consent is actually received by the General Partners prior to the time such proposed act or thing is actually done.

13.02 Exceptions. Notwithstanding the provisions of Article 13.01:

(A) No amendment shall alter the purposes of the Partnership, or amend Article 13.01, without the Consent in writing of all Partners;

(B) Except as expressly provided otherwise in this Agreement, no amendment shall increase the liability or change the Capital Contributions required of a Partner, or decrease the rights and interest of a Partner in the profits and losses, Operating Revenues or Capital Proceeds of the Partnership, or affect voting, control, Consent, management, designation or other similar rights of a Partner without the Consent of the Partners affected;

(C) No amendment shall be adopted which will directly or indirectly violate the provisions of Article 4.01(U); and

(D) Subject to the requirements of Articles 13.02(A) and 13.02(B), the Partners Consent in advance to amend this Agreement as required in the reasonable discretion of the Special Limited Partner to comply with the Securities Acts,

including requirements applicable to the sale of securities by the Limited Partner to Investors.

13.03 Meetings and Voting.

(A) Meetings of Partners may be called by any General Partner, Special Limited Partner, or by ten percent (10%) or more in Interest of the Limited Partners for informational purposes or for any purpose permitted by this Agreement. The General Partners shall give all Partners a Notice of the purpose of such proposed meeting not less than fifteen (15) days nor more than sixty (60) days before the meeting. Meetings shall be held at a reasonable time selected by the General Partners at a place in Providence, Rhode Island.

(B) Actions requiring the Consent of the Special Limited Partner or Limited Partners may be considered at a meeting pursuant to Article 13.03(A) or, in the discretion of the Special Limited Partner, by written ballot distributed in a Notice from the General Partners. Such written ballot shall not require a response in less than thirty (30) days after receipt.

ARTICLE XIV - STATUS OF LIMITED PARTNERS

14.01 Management Restrictions. No Limited Partner or Substitute Limited Partner shall take part in the management or control of the business of the Partnership or transact any business in the name of the Partnership. No Limited Partner or Substitute Limited Partner shall have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership. No Limited Partner or Substitute Limited Partner shall have any power or authority with respect to the Partnership except insofar as their Consent shall be expressly required by this Agreement. Notwithstanding any other provision in this Agreement to the contrary, the Limited Partner or Substitute Limited Partner may take no action under this Agreement unless it first obtains an opinion of Counsel or determination of a court of competent jurisdiction that such action will not jeopardize their limited liability. In the absence of such an opinion or determination, the action shall, instead, be taken by the Special Limited Partner. The management rights and restrictions applicable to the Special Limited Partner are set forth in Article 7.03.

14.02 Limitation on Liability. The liability of each Limited Partner, Special Limited Partner or Substitute Limited Partner shall be limited to his Capital Contribution as and when it is payable under the provisions of this Agreement. No Limited Partner, Special Limited Partner or Substitute Limited Partner shall have any other liability to contribute money to the Partnership, nor shall any Limited Partner, Special Limited Partner or Substitute Limited Partner be personally liable for any obligations of the Partnership except as expressly provided otherwise in this Agreement or the Act. No Limited Partner, Special Limited Partner or Substitute Limited Partner shall be obligated to make loans to the Partnership.

ARTICLE XV - MISCELLANEOUS

15.01 Title to Property. All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually, shall have any ownership of such property. The Partnership may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more individuals, corporations, partnerships, trusts or other entities.

15.02 Other Activities. Except as expressly provided otherwise in this Agreement, any of the Partners or their Affiliates may engage in, or possess an interest in, other business ventures of every nature and description, independently or with others, including, without limitation, real estate business ventures, whether or not such other enterprises shall be in competition with any activities of the Partnership; and neither the Partnership nor the other Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

15.03 Applicable Law. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the law of the State of Rhode Island.

15.04 Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns.

15.05 Waiver of Partition. Each of the parties hereto irrevocably waives during the term of the Partnership

any right that it may have to maintain any action for partition with respect to any property of the Partnership.

15.06 Creditors. No Person who makes a non-recourse loan to the Partnership shall acquire at any time as a result of making such loan, any Interest in the Partnership, but, instead, may receive an interest as a secured creditor in accordance with this Agreement.

15.07 Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

15.08 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

15.09 Counterparts. This Agreement may be executed in several counterparts, which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the Person who executed it.

15.10 Survival of Representations. All representations and warranties herein shall survive the dissolution and final liquidation of the Partnership, except to the extent that a representation or warranty expressly provides otherwise.

15.11 Severability of Provisions. Each provision of this Agreement shall be considered severable from the rest and if any provision of this Agreement or its application to any Person or circumstances shall be held invalid and contrary to any existing or future law or unenforceable to any extent, the remainder of this Agreement and the application of any other provision to any Person or circumstances shall not be affected thereby and shall be interpreted and enforced to the greatest extent permitted by law so as to give effect to the original intent of the parties hereto.

15.12 Entire Agreement. This Agreement (and all Exhibits hereto which are incorporated herein by reference) contains the entire understanding among the parties hereto and supersedes all prior written or oral agreements among them respecting the within subject matter, unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, among the Partners relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, this Agreement has been executed
as of the day and year first above written.

BERNARD HODESS,
as General Partner

Witness: J. A. O'Leary Bernard Hodess

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by Bernard Hodess as his free act and deed in the presence of the above witness and undersigned Notary in East Providence this 28th day of December, 1982.

James A. O'Leary
Notary Public

My Commission expires: 6-30-86

* * * *

JOHN L. MARSHALL, III,
as General Partner

Witness: J. A. O'Leary John L. Marshall, III

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by John L. Marshall, III, as his free act and deed in the presence of the above witness and undersigned Notary in East Providence this 27th day of December, 1982.

James A. O'Leary
Notary Public

My Commission expires: 6-30-86

* * * *

WFC REALTY CO., INC.,
as Special Limited Partner

Attest: J. A. O'Leary
WITNESS

By: David K. Lee, Vice President

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by DAVID
HEATHEN, as the duly authorized Vice President of WFC Realty
Co., Inc. in the presence of the above Secretary and undersig-
ned Notary in East Providence this 22nd day of March,
1982.

J. A. O'Leary
Notary Public

My Commission expires: 6-30-86

* * * *

SMITH STREET LIMITED PARTNERSHIP,
as Limited Partner

By: Winthrop Financial Co., Inc.,
its Managing General Partner

Attest: J. A. O'Leary
WITNESS

By: David K. Lee, Vice President

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by DAVID
HEATHEN, as the duly authorized Vice President
of Winthrop Financial Co., Inc., the Managing General Partner
of Smith Street Limited Partnership, in the presence of the
above Secretary and undersigned Notary in East Providence this
22nd day of March, 1982.

J. A. O'Leary
Notary Public

My Commission expires: 6-30-86

* * * *

CENTERDALE ASSOCIATES,
as General Partner

Witness: J.A.O. Long

By: John L. Marshall, III

John L. Marshall, III,
General Partner

DONE, SIGNED, SWORN TO AND ACKNOWLEDGED by John L. Marshall, III as the duly authorized General Partner of Centerdale Associates in the presence of the above witness and undersigned Notary in East Providence this 27th day of November, 1982.

John A. D'Amico
Notary Public

My Commission expires: 6-30-86

* * * *

SCHEDULE OF PARTNERS

	<u>Interest</u>	<u>Previous Capital Contributions(1)</u>	<u>Subsequent Capital Contributions(2)</u>
<u>General Partners</u>			
John L. Marshall, III. 75 Newman Ave. Rumford, RI 02916	.0.50%	\$100	0
Bernard Hodess 98 Deerfield Ct. North Kingston, RI 02852	.0.50%	\$100	0
Centerdale Associates. 75 Newman Ave. Rumford, RI 02916	.1.00%	\$100	0
<u>Special Limited Partner</u>			
WFC Realty Co., Inc. 225 Franklin St. Boston, MA 02110	.0.01%	\$10	0
<u>Limited Partner</u>			
Smith Street Limited Partnership. c/o Winthrop Financial Co., Inc. 225 Franklin St. Boston, MA 02110	.97.99%	\$105,000	\$845,000

-
- (1) Previous Capital Contributions represent Capital Contributions paid on or before execution of the Partnership Agreement.
- (2) Subsequent Capital Contributions represent Capital Contributions payable subsequent to execution of the Partnership Agreement pursuant to Article V of the Partnership Agreement.

PROJECT DESCRIPTION

That certain tract or parcel of land with all buildings and improvements thereon situated southerly from Smith Street partly in the Town of North Providence, and partly in the Town of Johnston, County of Providence, State of Rhode Island being bounded and described as follows:

Beginning at a point in the division line between land belonging to these grantors and land belonging to Brook Village Associates. Said point being two hundred and 00/100 (200.00) feet southerly from Smith Street as measured along said division line;

thence running easterly a distance of sixty-five and 21/100 (65.21) feet to a corner and land belonging to Herbert H. and Milton B. Sweet Estate;

thence turning an interior angle of $93^{\circ}52'15''$ and running southerly a distance of two hundred twenty-six and 51/100 (226.51) feet to an angle;

thence turning an interior angle of $194^{\circ}24'15''$ and running southeasterly a distance of two hundred eighty-one and 90/100 (281.90) feet to a corner and land belonging to Joseph F. Levesque et. als. The last two above described courses being bounded by said Sweet land;

thence turning an interior angle of $186^{\circ}26'30''$ and running southeasterly bounded northeasterly in part by said Levesque land and in part by land belonging to Joseph F. and Elsie T. Levesque a distance of eighty-four and 64/100 (84.64) feet to an angle and land belonging to Virginia R. Pittman;

thence turning an interior angle of $164^{\circ}59'50''$ and running southerly bounded easterly by said Pittman land a distance of eighty and 40/100 (80.40) feet to the westerly termination of Steere Avenue;

thence turning an interior angle of $203^{\circ}42'40''$ and running southeasterly bounded northeasterly by the said westerly termination of Steere Avenue a distance of forty-two and 06/100 (42.06) feet to a corner and land belonging to Thomas and Annie Eastham;

thence turning an interior angle of $156^{\circ}54'00''$ and running southerly bounded easterly by said Eastham land a distance of eighty-nine and $96/100$ (89.96) feet to an angle and land belonging to Louis H. and Antoinette Grenier;

- thence turning an interior angle of $190^{\circ}06'00''$ and running southeasterly bounded northeasterly by said Grenier land a distance of eighty and $31/100$ (80.31) feet to an angle and the westerly termination of Grover Street;

thence turning an interior angle of $189^{\circ}02'00''$ and running southeasterly bounded northeasterly by the said westerly termination of Grover Street a distance of forty-one and $23/100$ (41.23) feet to a corner;

thence turning an interior angle of $75^{\circ}58'00''$ and running southwesterly a distance of about sixty-two and $00/100$ (62.00) feet to an angle;

thence turning an interior angle of $229^{\circ}27'00''$ and running southwesterly a distance of two hundred seventy-eight and $55/100$ (278.55) feet to an angle;

thence turning an interior angle of $130^{\circ}13'00''$ and running westerly a distance of one hundred three and $21/100$ (103.21) feet to an angle;

thence turning an interior angle of $167^{\circ}30'00''$ and running westerly a distance of one hundred two and $46/100$ (102.46) feet to the westerly side of the Woonasquatucket River for a corner;

thence running generally northerly along the westerly side of said Woonasquatucket River a distance of about one thousand five hundred thirty-five and $00/100$ (1535.00) feet to said Smith Street;

thence running southeasterly bounded northeasterly by said Smith Street a distance of about twenty-five and $00/100$ (25.00) feet to the center of said Woonasquatucket River and said Brook Village Associates land;

000304

thence running generally southerly along the center of said Woonasquatucket River a distance of about one thousand thirty-five and 00/100 (1035.00) feet to a corner;

thence running easterly bounded northerly by said Brook Village Associates land a distance of one hundred fifty and 00/100 (150.00) feet to a corner;

thence turning an interior angle of 270°00'00" and running northerly bounded westerly by said Brook Village Associates land a distance of seven hundred twelve and 00/100 (712.00) feet to the point of beginning where it forms an interior angle of 90°00'00" with the first above described course.

Said parcel contains 5.42 acres of land more or less.

Together with easements and rights of way of record, including but not limited to those reserved in Book 95 at pages 817 and 818 and by easement agreement by and between Brook Village Associates and Centerdale Manor Associates dated March 12, 1982 and recorded prior hereto.

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TABLE OF PAYMENTS

(A) Payable on the date that Capital Contributions are made pursuant to Article 5.03(B)(1) of the Partnership Agreement:

- Development Fee (7) \$105,000

(B) Payable on the date that Capital Contributions are made pursuant to Article 5.03(B)(2) of the Partnership Agreement:

Development Fee (7) \$ 20,000

(C) Payable on the date that Capital Contributions are made pursuant to Article 5.03(B)(3) of the Partnership Agreement:

Development Fee (7). \$265,000

(D) Payable on the date that Capital Contributions are made pursuant to Article 5.03(B)(4) of the Partnership Agreement:

Organizational Fee (2) \$ 20,000
Start-Up Fee (3) \$ 5,000
Development Fee (7). \$ 60,000
Repurchase Guarantee Fee (1) \$125,000
Operating Deficit Guarantee Fee (5). . \$ 40,000

(E) Payable on the date that Capital Contributions are made pursuant to Article 5.03(B)(5) of the Partnership Agreement:

Partnership Management Fee (4) \$125,000
Development Fee Interest (7) \$ 46,657
Start-Up Fee (3) \$ 15,000
Rent-Up Fee (6). \$ 63,343

(F) Payable on the date that Capital Contributions are made pursuant to Article 5.03(B)(6) of the Partnership Agreement:

Development Fee (7). \$176,449
Development Fee Interest (7) \$ 48,551

- (1) These amounts are payable to the Guarantors pursuant to the Repurchase Guarantee Agreement attached as Exhibit 4 to the Partnership Agreement.
- (2) These amounts are payable to the General Partners pursuant to the Organizational and Start-Up Services Agreement attached as Exhibit 9 to the Partnership Agreement.
- (3) These amounts are payable to the General Partners pursuant to the Organizational and Start-Up Services Agreement attached as Exhibit 9 to the Partnership Agreement.
- (4) These amounts are payable to the Managers pursuant to the Partnership Management Services Agreement attached as Exhibit 7 to the Partnership Agreement.
- (5) These amounts are payable to the Guarantors pursuant to the Operating Deficit Guarantee Agreement attached as Exhibit 5 to the Partnership Agreement.
- (6) These amounts are payable to the Agents pursuant to the Rent-Up Services Agreement attached as Exhibit 6 to the Partnership Agreement.
- (7) These amounts are payable to the Developers pursuant to the Development Services Agreement attached as Exhibit 8 to the Partnership Agreement.

REPURCHASE GUARANTEE AGREEMENT

THIS AGREEMENT is made as of the 1st day of November, 1982, between SMITH STREET LIMITED PARTNERSHIP, a District of Columbia limited partnership ("Associates"); and JOHN L. MARSHALL, III, a Rhode Island resident, and CENTERDALE ASSOCIATES, a Rhode Island limited partnership, and BERNARD HODESS, a Rhode Island resident (the "Guarantors").

RECITALS:

WHEREAS, Associates has been admitted to Centerdale Manor Associates, a Rhode Island limited partnership (the "Partnership"), which was formed for the purpose of developing, constructing, owning, maintaining and operating a multi-family housing project located in North Providence, Rhode Island (the "Project");

WHEREAS, the Partners of the Partnership have executed a First Amended and Restated Agreement and Certificate of Limited Partnership (the "Partnership Agreement"); and

WHEREAS, as an inducement to Associates to invest in the Partnership and make the Capital Contributions set forth in the Partnership Agreement, the Guarantors desire to guarantee to acquire the Interest of Associates in the Partnership under certain circumstances;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Repurchase Obligation.

(A) The Guarantors shall jointly and severally repurchase the entire Interest of Associates, at the sole election of Associates, upon the occurrence of any of the following events:

(1) The General Partners or their Affiliates materially and adversely breach any representation, warranty or covenant under the Partnership Agreement prior to Final Closing;

(2) Foreclosure Proceedings occur prior to Final Closing which are not vacated, bonded or insured to the reasonable satisfaction of the Special Limited Partner within sixty (60) days;

(3) Project construction is abandoned without the approval of the Mortgagees prior to Final Closing;

(4) Project construction is enjoined (and not subsequently released within thirty (30) days) prior to Final Closing;

(5) Any HUD or Mortgagee commitment terminates and is not replaced with a comparable one prior to Final Closing;

(6) There is a violation or termination of a contract, agreement, commitment, permit, license or governmental requirement prior to Final Closing which makes it impossible to develop or operate the Project within the time or for the amount budgeted under the Mortgage Loans;

(7) Bankruptcy of the Partnership occurs prior to Final Closing;

(8) Final Closing does not occur by December 31, 1984;

(9) The HAP Contract is not executed by December 31, 1984;

(10) There is a defect in title to the Project which is not disclosed in the title insurance policy issued at Initial Closing and which is not cured or insured to the reasonable satisfaction of the Special Limited Partner within sixty (60) days; or

(11) The Mortgagees disapprove of this Agreement prior to Final Closing.

(B) The foregoing repurchase obligation shall be exercised by Associates by Notice to the Guarantors no later than ninety (90) days after the earlier of (i) Notice from the Guarantors that one of the foregoing events has occurred or (ii) Associates learns that one of the foregoing events has occurred.

2. Repurchase Price. The purchase price paid by the Guarantors to Associates for a repurchase pursuant to Section 1 above shall be an amount equal to (i) the capital contributions by Investors to Associates, (ii) plus any loans to Associates (the "Loan"), (iii) less amounts repaid on the Loan, and (iv) less prior distributions to Associates of Operating Revenues and Capital Proceeds. Notwithstanding any other provision, the sum of items (i) and (ii) above shall not exceed One Million Five Hundred Twenty Thousand Dollars (\$1,520,000). Such

purchase price shall be paid within thirty (30) days after Associates exercises its repurchase option under this Agreement.

3. Transfer Upon Repurchase. Upon a repurchase pursuant to Section 1 above, Associates shall transfer its Interest to the Guarantors and withdraw from and have no further obligation to the Partnership. Associates shall execute all documents which the Guarantors reasonably deem necessary to effectuate such transfer and withdrawal.

4. Repurchase Guarantee Fee. Subject to the terms and conditions of the Partnership Agreement, Associates shall pay the Guarantors a Repurchase Guarantee Fee of One Hundred Twenty Five Thousand Dollars (\$125,000) at the times set forth in Exhibit 3 attached to the Partnership Agreement.

5. Term. This Agreement shall terminate upon the later of (i) delivery by the Guarantors to Associates of a certificate that no condition permitting a repurchase pursuant to Section 1 above exists and (ii) one hundred and eighty (180) days after Final Closing, and the obligations of the Guarantors hereunder shall thereupon terminate.

6. Partnership Agreement. Except as expressly provided herein, this Agreement shall be subject to the terms and conditions of the Partnership Agreement.

7. Defined Terms. Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Partnership Agreement.

8. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the law of the State of Rhode Island.

9. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

10. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

11. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

SMITH STREET LIMITED PARTNERSHIP

By: Winthrop Financial Co., Inc.,
its Managing General Partner

Witness
Attest: Constance A. Howes

By:

David Cohen Vice President

JOHN L. MARSHALL, III

Witness:

Constance A. Howes

John L. Marshall III

BERNARD HODESS

Witness:

Constance A. Howes

Bernard Hodess

CENTERDALE ASSOCIATES

Witness:

Constance A. Howes

By:

John L. Marshall, III
General Partner

OPERATING DEFICIT GUARANTEE AGREEMENT

THIS AGREEMENT is made as of the 1st day of November, 1982, between SMITH STREET LIMITED PARTNERSHIP, a District of Columbia limited partnership ("Associates"); and JOHN L. MARSHALL, III, a Rhode Island resident, CENTERDALE ASSOCIATES, a Rhode Island limited partnership, and BERNARD HODESS, a Rhode Island resident (the "Guarantors").

RECITALS:

WHEREAS, Associates has been admitted to Centerdale Manor Associates, a Rhode Island limited partnership (the "Partnership"), which was formed for the purpose of developing, constructing, owning, maintaining and operating a multi-family housing project located in North Providence, Rhode Island (the "Project");

WHEREAS, the Partners of the Partnership have executed a First Amended and Restated Agreement and Certificate of Limited Partnership ("Partnership Agreement"); and

WHEREAS, as an inducement to Associates to invest in the Partnership and make the Capital Contributions set forth in the Partnership Agreement, the Guarantors desire to guarantee to advance funds to the Partnership to fund Project operating deficits under certain circumstances;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Operating Deficit Guarantee.

(A) Commencing at Final Closing and to the extent that Project revenues are insufficient, the Guarantors shall jointly and severally advance up to One Hundred Fifty Thousand Dollars (\$150,000) outstanding at any one time to the Partnership as Operating Deficit Loans as required to pay all Operating Deficits through December 31 of the year after the year that Capital Contributions are paid pursuant to Article 5.03(B)(6) of the Partnership Agreement.

(B) All Operating Deficit Loans shall take the form of unsecured, non-interest bearing loans, shall be evidenced by promissory notes of the Partnership and shall be repaid only as set forth in Articles 6.02 and 6.03 of the Partnership Agreement.

2. Operating Deficit Guarantee Fee. Subject to the terms and conditions of the Partnership Agreement, Associates shall pay the Guarantors an Operating Deficit Guarantee Fee of Forty Thousand Dollars (\$40,000) at the times set forth on Exhibit 3 attached to the Partnership Agreement.

3. Term. This Agreement shall terminate on the February 28 of the year following the year in which Capital Contributions are paid pursuant to Article 5.03(B)(6) of the Partnership Agreement.

4. Partnership Agreement. Except as expressly provided herein, this Agreement shall be subject to the terms and conditions of the Partnership Agreement.

5. Defined Terms. Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Partnership Agreement.

6. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the law of the State of Rhode Island.

7. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

8. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

9. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day first written above.

SMITH STREET LIMITED PARTNERSHIP

By: Winthrop Financial Co., Inc.,
its Managing General Partner

^{Witness}
~~Attest:~~ Constance A. Howes By: David M. [Signature] Vice President

JOHN L. MARSHALL, III.

Witness: Constance A. Howes John L. Marshall III

BERNARD HODESS

Witness: Constance A. Howes Bernard Hodess

CENTERDALE ASSOCIATES

Witness: Constance A. Howes By: John L. Marshall III, General Partner

RENT-UP SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of November, 1982, between CENTERDALE MANOR ASSOCIATES, a Rhode Island limited partnership (the "Partnership"); and JOHN L. MARSHALL, III, a Rhode Island resident, CENTERDALE ASSOCIATES, a Rhode Island limited partnership, and BERNARD HODESS, a Rhode Island resident (the Agents").

RECITALS:

WHEREAS, the Partnership was formed for the purpose of owning, developing, constructing, maintaining and operating a multi-family housing project located in North Providence, Rhode Island ("the Project");

WHEREAS, the Partners of the Partnership have executed a First Amended and Restated Agreement and Certificate of Limited Partnership (the "Partnership Agreement"); and

WHEREAS, the Partnership desires to engage the Agents to render certain consulting services to the Partnership with respect to the initial rent-up of apartment units in the Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Services. Subject to the provisions of the Partnership Agreement, the Agents shall perform the following services:

(A) Develop, institute and review programs, policies and procedures with respect to advertising and rental of apartment units in the Project;

(B) Establish plans and programs which seek to achieve a desirable socio-economic mix of Project tenants through recruitment, screening and selection of prospective tenants;

(C) Establish systems for processing applications, credit checks, move-in schedules and other procedures as may be required to effectuate the orderly occupancy of the Project;

(D) Establish criteria for the selection and training of on-site management staff;

(E) Formulate programs for owner, tenant, public and government relations;

(F) Investigate rental rates for comparable facilities and make recommendations for Project rental rates;

(G) Establish rental concessions and other inducements for expeditious rent-up of the Project; and

(H) Investigate and make recommendations with respect to the selection and conduct of relations with consultants and technical advisors (including, without limitation, accountants, attorneys, depositaries, custodians, agents for collection, insurers, insurance agents and banks).

2. Rent-Up Fee. Subject to the terms and conditions of the Partnership Agreement, the Partnership shall pay the Management Agents a Rent-Up Fee of Sixty Three Thousand Three Hundred Forty Three Dollars (\$63,343) at the times set forth on Exhibit 3 attached to the Partnership Agreement.

3. Term. This Agreement shall terminate one (1) year after initial tenant occupancy of the Project. The termination of this Agreement shall not affect the right to receive payment under paragraph 2.

4. Partnership Agreement. Except as expressly provided herein, this Agreement shall be subject to the terms and conditions of the Partnership Agreement.

5. Defined Terms. Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Partnership Agreement.

6. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the law of the State of Rhode Island.

7. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

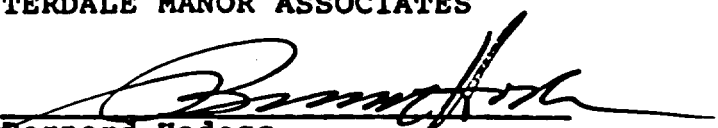
8. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

9. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CENTERDALE MANOR ASSOCIATES

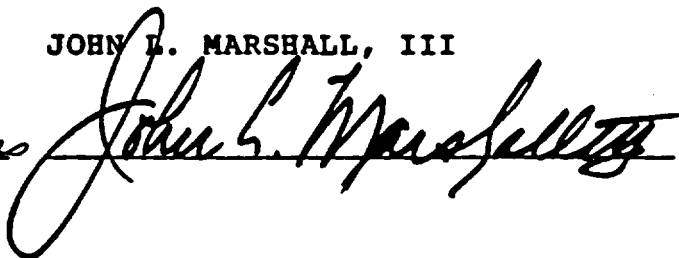
Witness: Constance A. Howes

By: 

Bernard Hodess,
General Partner

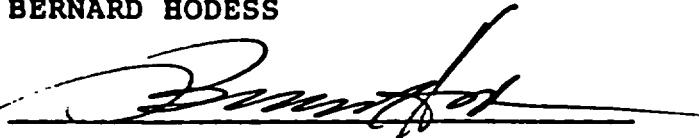
JOHN L. MARSHALL, III

Witness: Constance A. Howes



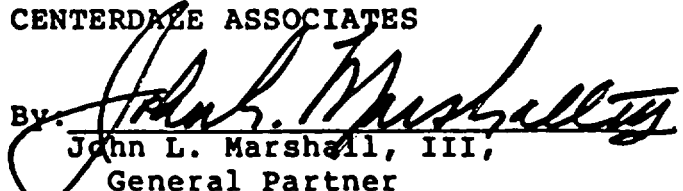
BERNARD HODESS

Witness: Constance A. Howes



CENTERDALE ASSOCIATES

Witness: Constance A. Howes

By: 

John L. Marshall, III,
General Partner

PARTNERSHIP MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of November, 1982, between CENTERDALE MANOR ASSOCIATES, a Rhode Island limited partnership (the "Partnership"); and JOHN L. MARSHALL, III, a Rhode Island resident, CENTERDALE ASSOCIATES, a Rhode Island limited partnership, and BERNARD HODESS, a Rhode Island resident (the "Managers").

RECITALS:

WHEREAS, the Partnership was formed for the purpose of owning, developing, constructing, maintaining and operating a multi-family housing project located in North Providence, Rhode Island ("the Project");

WHEREAS, the Partners of the Partnership have executed a First Amended and Restated Agreement and Certificate of Limited Partnership (the "Partnership Agreement"); and

WHEREAS, the Partnership desires to engage the Manager to provide certain management services with respect to the business and operations of the Partnership;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Appointment. The Partnership hereby appoints the Managers to render services in managing the Partnership and administering its assets through December 31, 1987.

2. Authority. Subject to the provisions of the Partnership Agreement, the Managers shall have the authority and the obligation to:

(A) Take all actions necessary to initiate the Partnership's business operations, including the establishment of operational and record-keeping procedures;

(B) Administer, manage and direct the business of the Partnership and take such action as they may deem necessary or desirable to further the interests of the Partnership;

(C) Monitor the day-to-day operations of the Project and make recommendations with respect thereto;

(D) Oversee the Partnership's compliance with the Mortgage Loans and maintain relations with the Mortgagees;

(E) Oversee the Partnership's compliance with the Regulatory Agreement and HAP Contract, and maintain relations with HUD, including requesting and collecting subsidies to the Partnership under the HAP Contract;

(F) Oversee the activities of the Management Agent and consult with the Management Agent to assure expeditious rent-up of apartment units in the Project to qualified tenants;

(G) Prepare periodic budgets for the Project and closely monitor operating expenses in order to maximize profits to the Partnership;

(H) Supervise and defend against any litigation or proceedings brought against the Partnership;

(I) Maintain all types of insurance reasonably required to protect the Partnership and make periodic reviews and recommendations with respect thereto;

(J) Administer the provisions of the Partnership Agreement with respect to meetings of and Notices to Partners;

(K) Prepare and distribute reports and other information to Partners required by the Partnership Agreement;

(L) Investigate and make recommendations with respect to the selection and conduct of relations with consultants and technical advisors (including, without limitation, accountants, architects, engineers and other similar advisors, attorneys, real estate and mortgage loan brokers and dealers, corporate fiduciaries, escrow agents, depositaries, custodians, agents for collection, insurers, insurance agents and banks) and persons acting in any other capacity, in connection with the Partnership or the Project;

(M) Maintain the books and records of the Partnership in accordance with sound federal income tax accounting principles, including information relating to the sale by the General Partners or any Affiliate of goods or services to the Partnership; and

(N) Collect, maintain and distribute all funds and assets of the Partnership, including the maintenance of bank and other accounts, as provided in the Partnership Agreement.

3. Partnership Management Fee. Subject to the terms and conditions of the Partnership Agreement, the Partnership shall pay the Manager a Partnership Management Fee for services performed through December 31, 1986 of One Hundred Twenty Five Thousand Dollars (\$125,000) at the times set forth on Exhibit 3 attached to the Partnership Agreement.

4. Additional Management Fee. For services performed pursuant to this Agreement and as an incentive for the profitable and efficient conduct of the Partnership's business, the Partnership shall pay the Manager the following Additional Management Fees:

(A) All Operating Revenues of the Partnership through the Cost Cut-Off Date pursuant to Article 6.02(A) of the Partnership Agreement;

(B) An annual cumulative amount commencing on the Cost Cut-Off Date of Five Thousand Dollars (\$5,000) pursuant to Article 6.02(F) of the Partnership Agreement; and

(C) Forty eight percent (48%) of any additional Operating Revenues which RIHMPC allows the Partnership to distribute after the payment pursuant to Article 6.02(H) of the Partnership Agreement.

5. Term. This Agreement shall terminate on January 31, 1987, unless mutually extended on an annual basis thereafter by the Partnership and the Manager.

6. Partnership Agreement. Except as expressly provided herein, this Agreement shall be subject to the terms and conditions of the Partnership Agreement.

7. Defined Terms. Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Partnership Agreement.

8. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the law of the State of Rhode Island.

9. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

10. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

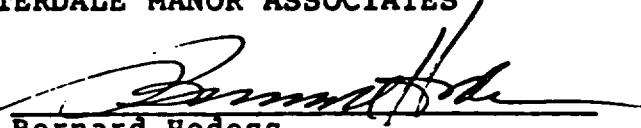
11. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CENTERDALE MANOR ASSOCIATES

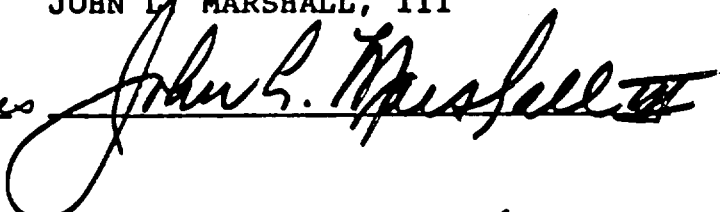
Witness: Constance A. Howes

By:


Bernard Hodess,
General Partner

JOHN L. MARSHALL, III

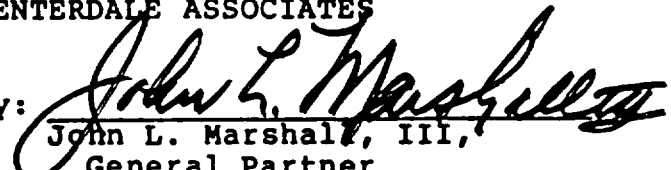
Witness: Constance A. Howes


BERNARD HODESS

Witness: Constance A. Howes

CENTERDALE ASSOCIATES

Witness: Constance A. Howes By:


John L. Marshall, III,
General Partner

DEVELOPMENT SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 1981, between CENTERDALE MANOR ASSOCIATES, a Rhode Island limited partnership (the "Partnership"); and JOHN L. MARSHALL, III, a Rhode Island resident, CENTERDALE ASSOCIATES, a Rhode Island limited partnership, and BERNARD HODESS, a Rhode Island resident (the "Developers").

RECITALS:

WHEREAS, the Partnership was formed for the purpose of owning, developing, constructing, maintaining and operating a multi-family housing project located in North Providence, Rhode Island (the "Project");

WHEREAS, the Partners of the Partnership have executed or will execute a First Amended and Restated Agreement and Certificate of Limited Partnership (the "Partnership Agreement");

WHEREAS, the Partnership desires to engage the Developers to provide certain services with respect to the development of the Project until all development and construction work is completed; and

WHEREAS, the Partnership also desires to obtain the guarantee of the Developers that they will advance all funds to the Partnership necessary to complete construction of the Project and achieve Final Closing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Development Services by Developers. Subject to the provisions of the Partnership Agreement, the Developers shall have the authority and the obligation to:

(A) Oversee, monitor and direct the General Contractor with respect to the construction of the Project in accordance with the terms and conditions of the Construction Contract;

(B) Oversee, monitor and direct the Architects with respect to the design and development of the Project;

(C) Oversee, monitor and direct the surveyors, engineers and other development participants with respect to the development of the Project;

(D) Act on behalf of the Partnership in its relations with the Mortgagees with respect to construction and development of the Project;

(E) Act on behalf of the Partnership in its relations with the Mortgagees with respect to all matters relating to the mortgage financing and construction of the Project;

(F) Act on behalf of the Partnership with respect to zoning, building code, occupancy permits and all other local government matters concerning the Project; and

(G) Take all actions necessary to achieve Initial Closing and Final Closing.

2. Development Fees.

(A) For services pursuant to Section 1 above and subject to the terms and conditions of the Partnership Agreement, the Partnership shall pay the Developers a Development Fee of Six Hundred Twenty Six Thousand Four Hundred Forty Nine Dollars (\$626,449), plus interest thereon from the Substantial Completion Date at the rate of seventeen and 50/100 percent (17.5%) per annum in the amount of Ninety Five Thousand Two Hundred Eight Dollars (\$95,208), at the times set forth on Exhibit 3 attached to the Partnership Agreement.

(B) The Development Fee pursuant to Section 2(A) above shall be decreased (i) to the extent that the Capital Contributions to the Partnership are reduced pursuant to Article 5.03(C) of the Partnership Agreement or (ii) to the extent provided in Section 3(C) below.

3. Construction Funding Guarantee.

(A) From and after the date hereof, the Developers shall jointly and severally advance funds to the Partnership as Construction Completion Payments over and above the Construction Loan proceeds as needed to complete construction of the Project in accordance with the plans, specifications and work drawings (and amendments thereto) approved by the Mortgagees, HUD and applicable government agencies, and achieve Final Closing, including, without limitation, the following:

by the Partnership; (1) Any General Contractor's fee payable

overruns; (2) Any development and construction cost

(3) Cost of acquisition and installation of all equipment, appliances, other personal property and off-site improvements required by the Mortgagees, HUD and applicable governmental agencies for proper operation of the Project;

(4) Costs of preparation and audit of any cost certifications and supplemental cost certifications;

(5) Operating Expenses of the Partnership incurred prior to Final Closing (including reserves and escrows for taxes, insurance and similar items provided at Final Closing);

(6) Any extension fees and discounts for the Mortgage Loans;

(7) Amounts necessary to acquire the land underlying the Project;

(8) Amounts necessary to remedy any latent defects in construction which become apparent prior to twelve (12) months after Final Closing; and

(9) Interest on funds borrowed in connection with the Project, other than the Mortgage Loans, paid or accrued prior to Final Closing.

(B) The Construction Completion Payments shall take the form of unsecured, non-interest bearing loans and shall be reimbursed only as set forth in Article 6.03 of the Partnership Agreement.

(C) The Partnership, at its election, may apply funds otherwise available to the payment of the Development Fee pursuant to Section 2.3(A) above to the payment of costs under Section 3.4(A) above, other than costs under Section 3.4(A)(9) above. To the extent that funds are so applied, the Development Fee pursuant to Section 2.3(A) above shall be reduced and the amounts so applied shall be treated as Construction Completion Payments.

(D) The costs under Section 3.4(A)(9) above shall be the personal obligation of the Developers and the Partnership shall not claim any deduction therefor on its tax returns.

4. Term. This Agreement shall terminate one (1) year after Final Closing.

5. Partnership Agreement. Except as expressly provided herein, this Agreement shall be subject to the terms and conditions of the Partnership Agreement.

6. Defined Terms. Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meaning set forth in the Partnership Agreement.

7. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the law of the State of Rhode Island.

8. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

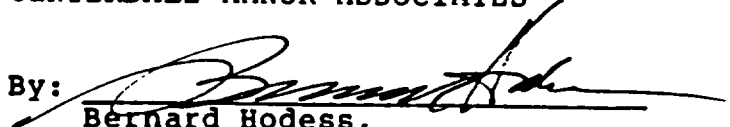
9. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

10. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CENTERDALE MANOR ASSOCIATES

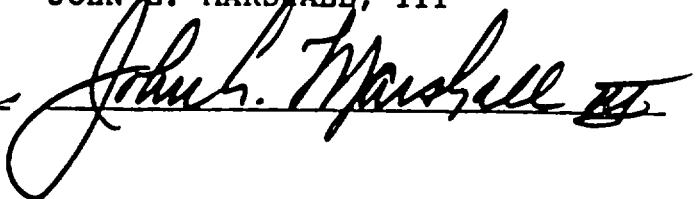
Witness: Constance A. Howe

By: 

Bernard Hodess,
General Partner

JOHN L. MARSHALL, III

Witness: Constance A. Howe



BERNARD HODESS

Witness: Constance A. Howe Bernard Hodes

CENTERDALE ASSOCIATES

Witness: Constance A. Howe By: John L. Marshall, III
John L. Marshall, III,
General Partner

ORGANIZATIONAL AND START-UP SERVICES AGREEMENT

THIS AGREEMENT is made as of the 16th day of March, 1982, between CENTERDALE MANOR ASSOCIATES, a Rhode Island limited partnership (the "Partnership"); and JOHN L. MARSHALL, III, a Rhode Island resident, CENTERDALE ASSOCIATES, a Rhode Island limited partnership, and BERNARD HODESS, a Rhode Island resident (the "General Partners").

RECITALS:

WHEREAS, the Partnership was formed for the purpose of owning, developing, constructing, maintaining and operating a multi-family housing project located in North Providence, Rhode Island (the "Project");

WHEREAS, the Partners of the Partnership have executed or will execute a First Amended and Restated Agreement and Certificate of Limited Partnership (the "Partnership Agreement");

WHEREAS, the Partnership desires to compensate the General Partners for certain organizational services and expenses with respect to the Partnership; and

WHEREAS, the Partnership also desires to compensate the General Partners for certain start-up services and expenses with respect to the Partnership;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Organizational Services. Subject to the provisions of the Partnership Agreement, the General Partners shall take all actions necessary to structure, form and organize, and to complete the structuring, formation and organization of the Partnership as a limited partnership so that it is capable of developing and owning the Project and conducting related activities. In this regard, the General Partners shall ensure that the Partnership is organized in a manner to best conduct its relations with the Mortgagees, HUD, other government authorities and its Partners. The General Partners shall consult with attorneys, accountants and other qualified professionals in the conduct of its organizational services.

2. Start-Up Services. Subject to the provisions of the Partnership Agreement, subsequent to organization of the

Partnership and prior to commencement of its trade and business at Initial Closing, the General Partners shall take all actions necessary to start-up the Partnership's business. In this regard, the General Partners shall have the authority and obligation to:

(A) Take all actions necessary to start-up the Partnership's business operations, including the establishment of operational and record-keeping procedures;

(B) Administer, manage and direct the business of the Partnership until Initial Closing and take such action as they may deem necessary or desirable to further the interest of the Partnership;

(C) Monitor the day-to-day operations of the Partnership until Initial Closing and make recommendations with respect thereto;

(D) Investigate and make recommendations with respect to the selection and conduct of relations with consultants and technical advisors (including, without limitation, accountants, architects, engineers and other similar advisors, attorneys, real estate and mortgage loan brokers and dealers, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers, insurance agents and banks) and persons acting in any other capacity, in connection with the Partnership;

(E) Maintain the books and records of the Partnership in accordance with sound federal income tax accounting principles, including information relating to the sale by the General Partners or any Affiliate of goods or services to the Partnership; and

(F) Be responsible for the safekeeping and use of all funds and assets of the Partnership, including the maintenance of bank and other accounts.

3. Organizational Fee. For services performed and expenses incurred in organizing the Partnership and subject to the terms and conditions of the Partnership Agreement, the Partnership shall pay the General Partners an Organizational Fee of Twenty Thousand Dollars (\$20,000) at the times set forth in Exhibit 3 attached to the Partnership Agreement.

4. Start-Up Fee. In consideration for the services performed and expenses incurred during the initial period of Partnership operations prior to Initial Closing, the Partnership shall pay the General Partners a Start-Up Fee of Twenty Thousand Dollars (\$20,000) at the times set forth in Exhibit 3 attached to the Partnership Agreement.

5. Term. This Agreement shall terminate upon Initial Closing. The termination of this Agreement shall not affect the right to receive the payments under paragraphs 3 and 4.

6. Partnership Agreement. Except as expressly provided herein, this Agreement shall be subject to the terms and conditions of the Partnership Agreement.

7. Defined Terms. Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meaning set forth in the Partnership Agreement.

8. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the law of the State of Rhode Island.

9. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

10. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

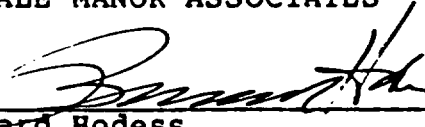
11. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CENTERDALE MANOR ASSOCIATES

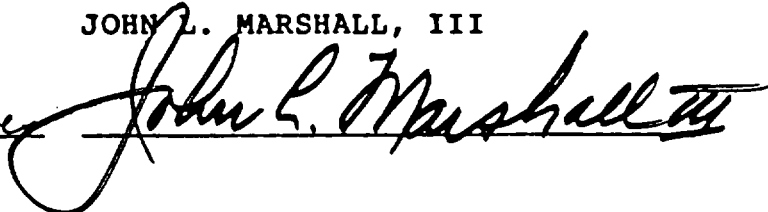
Witness: Constance A. Howes

By:


Bernard Hodess,
General Partner

JOHN L. MARSHALL, III

Witness: Constance A. Howes


John L. Marshall III

BERNARD HODESS

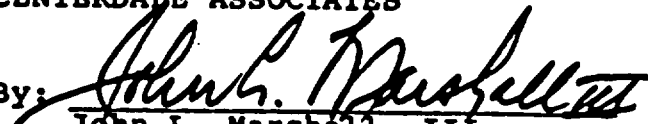
Witness: Constance A. Hoaxes



CENTERDALE ASSOCIATES

Witness: Constance A. Hoaxes

By:


John L. Marshall, III,
General Partner

CONSULTING AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 1982, among WINTHROP FINANCIAL CO., INC., a Massachusetts corporation, and WINTHROP SECURITIES CO., INC., a Massachusetts corporation (the "Agents"); and JOHN L. MARSHALL, III, a Rhode Island resident, CENTERDALE ASSOCIATES, a Rhode Island limited partnership, and BERNARD HODESS, a Rhode Island resident (the "Developers").

RECITALS:

WHEREAS, Centerdale Manor Associates, a Rhode Island limited partnership (the "Partnership"), was formed for the purpose of owning, developing, constructing, maintaining and operating a multi-family housing project located in North Providence, Rhode Island (the "Project");

WHEREAS, the Partners of the Partnership have executed a First Amended and Restated Agreement and Certificate of Limited Partnership (the "Partnership Agreement");

WHEREAS, the Developers are the General Partners of the Partnership and/or have assisted in development of the Project; and

WHEREAS, the Agents have agreed to provide certain financial, consulting and related services in connection with the Partnership and the sale of limited partner interests (the "Units") in Smith Street Limited Partnership, a District of Columbia limited partnership ("Associates"), which is or will become a Limited Partner of the Partnership;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Agent Services. The Agents will prepare a financial plan and make the necessary analysis to enable Associates to sell Units to Investors upon such terms and conditions as the Agents may determine. The Agents will cause Associates to sell Units in compliance with all federal, state and local statutes, rules and regulations for the private offering of securities. In this regard, the Agents will use a Private Placement Memorandum (the "Memorandum") prepared by them in accordance with the applicable rules under the Securities Act of 1933, as amended and comparable state laws (the "Securities Acts") in connection with such sales.

2. Developer Assistance. The Developers will provide the Agents with all reasonably available information which the Agents deem necessary to sell Units to Investors including, without limitation, information concerning the financing and development of the Project, copies of all Initial Closing and other Project-related documents, prior performance data substantially in the form set forth in SEC Guide 5, rent-up and similar information with respect to prior projects constructed, developed and/or managed by them and other development participants, and relevant biographical and financial information concerning them and other development participants. The Developers will cause the General Contractor, Management Agent, Architect and other development participants to complete questionnaires provided by the Agents for such purpose. The Developers will be required to carefully review the portions of the Memorandum concerning them and the Project so that they can advise the Agents that, with respect to those matters which reasonably could be expected to be within their knowledge, the Memorandum does not contain an incorrect statement of a material fact and does not omit a material fact necessary to make the statements in the Memorandum, in light of the circumstances under which they were made, not misleading; and they will be required to execute an acknowledgement to the foregoing effect before Units are offered or sold.

3. Developer Representations. The Developers hereby jointly and severally represent, warrant and covenant as follows:

(A) They have provided or will provide the Agents with their financial statements which fairly and accurately reflect their financial conditions as of the date hereof;

(B) They have not knowingly taken and will not knowingly take any action which would require registration of the Units under any federal or state securities law, real estate syndication law, or any other law, rule or regulation;

(C) They have not knowingly taken and will not knowingly take any action including, without limitation, the offering of any limited partner interest in the Project or any other housing project, which could be integrated, for purposes of the registration requirements of the Securities Acts, with the offering of Units;

(D) There are and have been no proceedings or sanctions pending, threatened or imposed against them under the securities laws of any jurisdiction;

(E) They have provided or will provide the Agents with all information reasonably necessary to qualify the Units for sale under the Securities Acts; and

(F) They will not take any position for federal or local tax purposes which is inconsistent with the positions set forth in the Memorandum and the Partnership Agreement.

4. Agent Representations. The Agents hereby represent, warrant and covenant as follows:

(A) They will use their best efforts to cause Associates to sell Units to Investors;

(B) They will cause Associates to apply capital contributions received from Investors first to the payment of amounts due to the Partnership and/or Developers at such time before it applies such amounts to payments due to the Agents or their Affiliates; and

(C) If Associates defaults in the payment of Capital Contributions to the Partnership which is not cured within any available cure period under the Partnership Agreement, they will provide funds to Associates to enable it to make the Capital Contributions due to the Partnership and/or they will make the Capital Contributions directly to the Partnership on the behalf of Associates; it being understood that, upon the failure of the Agents to so provide funds or make Capital Contributions, the Developers shall be entitled to pursue all available legal remedies against the Agents, notwithstanding the remedies available against Associates under the Partnership Agreement.

5. Indemnification.

(A) The Developers and their Affiliates shall indemnify and hold harmless the Agents, the Partnership, Associates, Investors, brokers for Units and their Affiliates against any and all successful or actual claims, losses, damages, expenses, liabilities or actions in respect thereof (collectively the "Claims") with respect to (i) any breach by the Developers under Paragraphs 2 or 3 above, (ii) any breach by the Developers of their representations, warranties and covenants in the Partnership Agreement, (iii) actions by the Developers in connection with the Partnership's acquisition, ownership and development of the Project, other than actions expressly authorized under the Partnership Agreement, (iv) any claims for any fees or other such payments of any contractors, subcontractors, materialmen, developers, agents, sponsors or creditors in connection with the construction of the Project, (v) the legal proceeding known as "Tracy Financial Incorporated

vs. John L. Marshall, III, et. al." filed in Suffolk County, Massachusetts Court (Civil Action 56234) and any claims with respect to the subject matter of such proceeding and (vi) any legal fees and costs of any proceeding involving the foregoing claims.

(B) The Agents and their Affiliates shall indemnify and hold harmless the Developers and their Affiliates against successful or actual Claims with respect to any breach by WFC under Paragraphs 1 and 4 above, except to the extent that such Claim is based upon or results from any action, inaction, statement or omission by the Developers.

(C) Each indemnitor shall reimburse each indemnitee for any legal fees, including attorneys' fees, and other expenses reasonably incurred by such indemnitee in connection with investigating or defending against any such Claim; provided however, that an indemnitor shall not be required to indemnify an indemnitee for any payment made by such indemnitee to any claimant in settlement on any such Claim unless such payment is approved by the indemnitor or by a court having jurisdiction of the controversy, nor shall any indemnitor be required to indemnify any indemnitee if such Claim arose out of, is based upon, or results from a misstatement or omission of a material fact which misstatement or omission was made in reliance upon and in conformity with written information furnished by such indemnitee for inclusion in the Memorandum.

6. Miscellaneous. This Agreement shall remain in full force and effect notwithstanding any investigation made by any indemnitor or indemnitee, shall survive termination of the Partnership Agreement, the withdrawal of any indemnitor or indemnitee from the Partnership, and shall be in addition to any liability which any indemnitor or indemnitee may otherwise have.

7. Defined Terms. Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Partnership Agreement.

WINTHROP FINANCIAL CO., INC.

Witness
Attest: Constance A. Howe By: David Cohen, Vice President

WINTHROP SECURITIES CO., INC.

Witness
Attest: Constance A. Howes By: David Cohen

JOHN L. MARSHALL, III

Witness: Constance A. Howes

John L. Marshall, III

BERNARD HODESS

Witness: Constance A. Howes

Bernard Hodes

CENTERDALE ASSOCIATES

Witness: Constance A. Howes

By: John L. Marshall, III
General Partner

FORM LEGAL OPINION

[General Partners' Counsel's Letterhead]

To the Partners of
Centerdale Manor Associates
- and
Smith Street Limited Partnership
c/o WFC Realty Co., Inc.
225 Franklin Street
Boston, MA 02110

Dear Partners:

We represent Centerdale Manor Associates, a Rhode Island limited Partnership (the "Partnership") and have been engaged to render our legal opinion on certain matters with respect to the Partnership. We understand that the Partnership is developing and will own and operate a multi-family housing complex in North Providence, Rhode Island (the "Project"). We also understand that the general partners of the Partnership are John L. Marshall, III, and Bernard Hodess and Centerdale Associates (the "General Partners"); the special limited partner of the Partnership is WFC Realty Co., Inc. (the "Special Limited Partner"); and the limited partner of the Partnership is Smith Street Limited Partnership (the "Limited Partner").

We have prepared and/or reviewed all documents which we deem relevant in connection with this opinion, including the First Amended and Restated Agreement and Certificate of Limited Partnership for the Partnership, dated as of October 1, 1982, and filed with the Secretary of State of Rhode Island on _____, 1982 (the "Partnership Agreement"), and the mortgages for the Project as set forth in the Partnership Agreement (the "Mortgage Loans").

Based on the foregoing, we are of the opinion that:

1. The Partnership Agreement has been duly recorded as required by Rhode Island law, the Partnership is a duly formed and validly existing limited partnership under Rhode Island law, and the Limited Partner has been validly admitted to the Partnership as a limited partner.

2. The liability of the Limited Partner for obligations of the Partnership will be limited to its capital contribution as they become due under the Partnership Agreement. This opinion with respect to the limited liability of the Limited Partner is expressly conditioned upon the Limited

Partner not engaging in any actions which are prohibited to be undertaken by a limited partner under Rhode Island law.

3. The Partnership owns good and marketable, legal and equitable title to the Project, subject only to the liens as set forth in the owner's title insurance policy attached as Schedule A hereto.

4. None of the Partners of the Partnership shall have any direct or indirect liability as maker, guarantor, surety or otherwise for repayment of any portion of principal or interest due on the Mortgage Loans.

5. To the best of our knowledge, after due inquiry, the execution and delivery by the General Partners of the Partnership Agreement and all exhibits thereto, and the consummation of the transactions contemplated thereby have not resulted and will not result in a breach or violation of any law, rule or regulation, or constitute a breach of or be a default under any mortgage, lease, agreement, contract or instrument which may affect the Partnership or the Project.

6. To the best of our knowledge, after due inquiry, except as set forth on Schedule B hereto, there is no order, judgment, arbitration, award, decision, suit, proceeding or investigation pending or overtly threatened against the Partnership or the General Partners which would adversely affect the partnership or the Project.

The law firm of Ginsburg, Feldman, Weil and Bress, Chartered, of Washington, D.C., may rely upon this opinion in rendering any opinion to the Partnership and the Limited Partner.

Sincerely,

[signature]

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100 6. 1980

for

GENERAL PARTNER'S CERTIFICATE
C/S HOUSING ASSOCIATES LIMITED PARTNERSHIP

The undersigned, C/S CENTERDALE CORPORATION, a Massachusetts corporation being the sole General Partner of C/S HOUSING ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "Limited Partnership") established pursuant to a Limited Partnership Agreement dated _____, 1995 (the "Agreement") hereby certifies that:

1. Attached hereto as Exhibit "A" is a Certificate of Legal Existence for C/S Housing Associates Limited Partnership indicating the General Partner;

2. Attached hereto as Exhibit "B" is a Certificate of Good Standing for C/S Centerdale Corporation;

3. The Agreement is in full force and effect, and the Limited Partnership has not been terminated, dissolved or amended, except for the amendments attached hereto as Exhibit C;

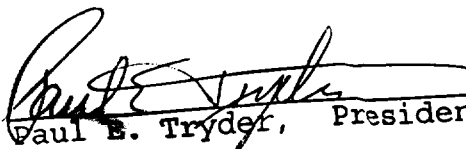
4. C/S Centerdale Corporation, as the General Partner of the Limited Partnership, has the full power and authority, pursuant to the terms and conditions of the Agreement to become a Managing General Partner of Centerdale Manor Associates; and

5. C/S Centerdale Corporation may execute any and all documents, instruments and/or agreements as C/S Centerdale Corporation deems necessary in order to effectuate the terms of the General Partner Transfer in accordance with Section 3.03 of R.I.H.M.F.C. provisions.

This Certificate shall take effect as a sealed instrument as of the 2nd day of October, 1995.

C/S CENTERDALE CORPORATION

Witness


Paul E. Tryder, President

000429

D

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION (Under G.L. Ch. 156B)

ARTICLE I

The name of the corporation is:

C/S Housing Corporation

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To engage in a real estate acquisition and development business.

In general, to have and to exercise any and all powers that corporations have pursuant to the laws of the Commonwealth of Massachusetts; to do all and everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the exercise of any powers herein set forth and to do every act or acts, appurtenant to or connected with the aforementioned purposes or powers.

To carry on a general mercantile business in any state or territory of the United States and any foreign country.

To act for others as agent, broker, factor, manager or in any other lawful manner and to join with others in any enterprise.

To buy, lease or otherwise acquire, hold, construct, improve, maintain, supervise, manage, operate, exchange, sell lease pledge, mortgage, or otherwise dispose of real estate or interests therein in any state or territory of the United States and any foreign county.

To subscribe for, buy, acquire, hold, sell, transfer, mortgage, pledge, or otherwise dispose of, and to deal in, stocks, bonds, notes, obligations, and securities of any corporations, joint stock companies, trusts, associations, firms or persons and the bonds and securities of the United States, and of any state thereof and of any county, district or municipality and of any agency of any of the foregoing and of any foreign government or agency, and as owner thereof, to exercise all rights, powers and privileges of ownership, including, without limitation, the right to vote.

To acquire the good will and property of any corporation, joint stock companies, trust, associations, firms or persons, and to undertake, guarantee, endorse or assume the whole or any part of the obligations or liabilities thereof, including, without limitation, leases and contracts.

To borrow money and to make and issue bonds, debentures, notes and evidences of indebtedness of the corporation and to secure the same by the mortgage, pledge, or other transfer of all or any part of its properties.

(See Page 1A Attached)

C ☐
P ☐
M ☐
R.A. ☐

000430

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8½ x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

P.C.

ARTICLE III

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	10,000
PREFERRED:	

WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		
PREFERRED:		

ARTICLE IV

If more than one type, class or series is authorized, a description of each with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each type and class thereof and any series now established.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

See Page 2A

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ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state "None".)

The Board of Directors of this Corporation may alter, amend or repeal its By-Laws in whole or in part, except with respect to any provisions thereof which by law or the By-Laws of the Corporation require action by the Stockholders of the Corporation. (See Page 2A)

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

To lend money or credit to, to guarantee the performance of any contract or obligations, and to aid in any other manner, corporations, joint stock companies, trusts, associations, firms and persons, any obligation of which or any interest in which is held by the corporation has an interest; and to secure any such undertaking made by it by the mortgage, pledge or other transfer of all or any part of its properties.

To acquire, hold, use, sell, assign, grant licenses in respect of, mortgage or otherwise dispose of, any and all trademarks, trade names, formulae, secret processes, franchises, and any and all inventions, improvements, letters, patents, or copyrights of the United States, or of any other country.

To purchase or otherwise acquire, and to hold, sell assign, transfer, mortgage, pledge, or otherwise dispose of and deal in, the stock of the corporation.

To be a general or limited partner in any partnership or a joint venturer in any joint venture provided that the business of such partnership or of such joint venture is a business in which this corporation has the power to engage.

To do any or all of the things herein set forth to the same extent as natural persons might or could do in any part of the world as principals, agents, or otherwise, and either alone or with others, and to do every act and thing necessary, convenient or proper for the accomplishment of any of the purposes or the attainment of any of the objects herein enumerated, or incidental to any of the powers herein enumerated, or incidental to any of the powers herein stated, provided the same be not inconsistent with the laws of the Commonwealth of Massachusetts applicable to business corporations.

The foregoing clauses shall be construed both as objects and powers and it is expressly intended that no specific enumeration shall restrict in any way any general language, that none of the purposes set forth in any of the above clauses shall be limited or restricted in any way by the terms of any other clause, that each purpose may be pursued independently of any other purpose from time to time and wherever deemed desirable, and that the corporation shall have and possess all the rights, privileges and powers now or hereafter conferred by the laws of the Commonwealth of Massachusetts upon business corporations organized under such laws.

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Article V:

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty days thereafter either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirements.

Article VI:

2. Meeting of the Stockholders of this Corporation may be held anywhere in the United States.

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ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The street address of the corporation IN MASSACHUSETTS is: (post office boxes are not acceptable)

725 Canton Street, Norwood, MA 02062

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Paul E. Tryder	21 Westchester Dr. Westwood, MA 02090	21 Westchester Dr. Westwood, MA 02090
Treasurer:	Robert L. Evans	6 Cobblers Lane Ipswich, MA 01938	6 Cobblers Lane Ipswich, MA 01938
Clerk:	Timothy P. Doherty	42 Whitcomb Ave. Hingham, MA 02043	42 Whitcomb Ave. Hingham, MA 02043
Directors:	Paul E. Tryder	21 Westchester Dr. Westwood, MA 02090	21 Westchester Dr. Westwood, MA 02090
	Robert L. Evans	6 Cobblers Lane Ipswich, MA 01938	6 Cobblers Lane Ipswich, MA 01938
	Timothy P. Doherty	42 Whitcomb Ave. Hingham, MA 02043	42 Whitcomb Ave. Hingham, MA 02043

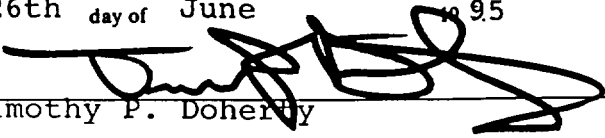
c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of:

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 26th day of June 1995



Timothy P. Doherty

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NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 19 ____.

Effective date

MICHAEL JOSEPH CONNOLLY
Secretary of State

FILING FEE: 1/10 of 1% of the total amount of the authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than one dollar or no par stock shall be deemed to have a par value of one dollar per share.

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT

Timothy P. Doherty

725 Canton Street

Norwood, MA 02062

Telephone: _____ 617 769-9400

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C/S CENTERDALE CORPORATION

CLERK'S CERTIFICATE

I, Timothy P. Doherty, duly elected Clerk of C/S Centerdale Corporation, a Massachusetts Corporation (the "Corporation") hereby certify as follows:

1) that by written Consent to Action dated October 2, 1995, signed by all of the Directors of the Corporation and filed with the records of the meetings of the Directors, the following votes were adopted:

"RESOLVED: That the Corporation as General Partner of C/S Housing Limited Partnership take all such actions as may be necessary to cause C/S Housing Associates Limited Partnership to replace John L. Marshall III as General Partner of Centerdale Manor Associates (the "Proposed Transfer").

"RESOLVED": That the form, terms and provisions of all documents related to the Proposed Transfer be approved and that the President of the corporation is hereby authorized to execute, acknowledge and deliver, for and on behalf of the corporation, as such General Partner, the aforesaid Transfer Documents (with such changes therein as may be approved by such officer, such approval to be conclusively evidenced by his execution and delivery thereof in such capacity) and to do such other acts and things as shall be necessary or convenient to effect the intent and purpose of this Resolution."

"RESOLVED: That the President of the corporation is hereby authorized to execute, acknowledge and deliver, for and on behalf of the corporation, all forms, applications, filings and certificates necessary to register to do business in the State of Rhode Island."

2. the Articles of Organization and By-Laws of the corporation (copies of which are annexed hereto, marked Exhibit A and Exhibit B respectively) do not require the foregoing Resolutions to be approved by the stockholders of the corporation.

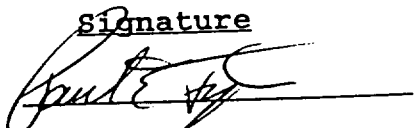
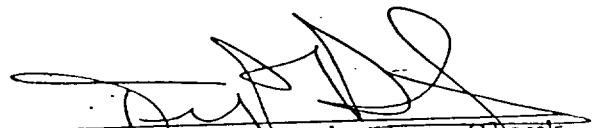
3) the foregoing Resolutions have not been altered, amended or rescinded, but remain in full force and effect.

4) the person whose name appears below is the duly elected acting and qualified holder of the office of the corporation set opposite his name and the signature set opposite the name is the true signature of such person.

<u>Name</u>	<u>Office</u>
Paul E. Tryder	President

A true copy from the records.

Attest:

<u>Signature</u>


Timothy P. Doherty, Clerk

_____, 1995

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MANAGEMENT PLAN
Centredale Manor
North Providence, RI
July 1995

Cornerstone Corporation assumed property management responsibilities on March 1, 1995. This Management Plan outlines subject areas in which site management, with home office support, will be concentrating its efforts.

RELATIONSHIP BETWEEN THE MANAGEMENT AGENT AND THE OWNER

The owner is a limited dividend partnership, the general partner of which is a limited partnership, the general partner of which is a corporation, the stock of which is owned by Paul E. Tryder. The Owner ("Owner"), has entered into an agreement with Cornerstone Corporation ("Agent") to manage this property. The Agent will follow the direction of the Owner as to the operation of the property and reports thereon. Also, the Agent will operate the property in accordance with the loan documents, Regulatory Agreement, RIHMFC policies, and Section 8 Subsidy Regulations.

The Agent will be responsible for policy decisions and the day to day operation from its offices in Norwood, Massachusetts. All conditions and activities at the development will be reported to the Owner and appropriate action will be taken by individuals within the Owner's organization and the Agent who is directly responsible for daily operations. All decisions (after initial policies are established by Owner and Agent) will be handled either by the resident manager at the site or individuals at the Agent's office. The resident manager reports directly to the Agent. The key contact person of Cornerstone Corporation is Theresa M. Wills. The ultimate decisions for the development will be by the Owner. The management agreement outlines the responsibilities which also serve as a guideline for the Agent.

I. PERSONNEL

OBJECTIVE - Professional office staff capable of handling all phases of applications, rent posting and collection, wait list, RIHMFC reporting, unit inspection, recertification, work orders, and tenant relations including conferences. Experienced maintenance staff capable of performing routine maintenance, work orders, equipment monitoring, contract service oversight and problem detection/correction.

STATUS - Site staffing consists of a site manager, one full time maintenance, and (to be hired) one part-time cleaning person.

TIME TO COMPLETE - Hiring a part-time cleaning person, July 1995.

II. MARKETING/ADVERTISING

OBJECTIVE - Design and implement marketing materials consistent with wait list needs.

STATUS - Site signage and internal building signage is adequate. Tenant handbook needs to be updated.

TIME TO COMPLETE - August, 1995.

III. PREVENTATIVE MAINTENANCE

OBJECTIVE - All building systems to be put under service contracts with outside vendors. Units to be inspected annually. Grounds to be inspected daily.

STATUS - Bid invitation and evaluation process is underway for systems. Grounds inspection is currently done on a daily basis.

TIME TO COMPLETE - Generator - August, other HVAC systems at time of contract renewal.

IV. MAINTENANCE

OBJECTIVE - Maintain grounds, buildings, common areas and units in a state of repair and current working order.

STATUS - Bid invitation and evaluation process is underway for an underground sprinkler system. Designs for flower beds and shrubbery plantings are out for bid for 1996. Unit inspection program will result in establishing credible priority lists for non-emergency work.

TIME TO COMPLETE - Sprinkler system and landscaping in 1996 Budget, repainting, on-going. Carpet and vinyl floor replacements as needed.

V. LIFE/SAFETY SYSTEMS/-504/ADA

OBJECTIVE - That all buildings continue to meet code, including all safety systems maintained in good order. Conduct a property inspection to determine physical compliance with the Uniform Federal Accessibility Standards (UFAS). Emergency procedures to be communicated to tenants via posted signs, tenant handbook, and newsletter.

STATUS - On-site Insight, Inc. (OSI) will prepare a report of findings concerning physical compliance including a narrative description, cost estimates for modification of common areas and dwelling units, and possible alternatives.

TIME TO COMPLETE - September, 1995.

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VI. TENANT ACTIVITIES

OBJECTIVE - Keep facilities in working order and continue with quarterly safety and security meetings. Tenants association will continue to schedule trips, dinners, and holiday parties.

STATUS - Fire Department and local agencies are contacted by the site manager to speak to tenants and keep them informed of safety and security issues. This will also be done through our newsletter.

TIME TO COMPLETE - On-going, quarterly.

VII. FINANCIAL OPERATIONS

OBJECTIVE - The subject development should be operating in such a way as to maximize rent collections and minimize expenditures. Cost reductions will be attempted as much as practical from conservation, consideration of capital expenditures with short payback periods, and competitive and negotiated bids for products and services.

STATUS - Home office and site controls are in place to control and account for all income and expense since March 1st, 1995.



CORNERSTONE
Corporation

CORNERSTONE CORPORATION

Cornerstone Corporation was incorporated in 1989 as a Massachusetts corporation and is privately owned by its executives who are career real estate professionals with over 130 years of combined experience. Professional designations include a Certified Public Accountant, two real estate attorneys and a Certified Property Manager. The company is based in Norwood, Massachusetts.

Cornerstone Corporation is a diversified real estate firm with expertise in development, management, construction and marketing for both commercial and residential property. The company selectively acquires, develops, builds, manages and markets for its own account and also provides these services on a contract basis to others. Cornerstone has been hired for condominium, subdivision, and office building workouts by several Boston area banks and the F.D.I.C. Cornerstone manages seven MHFA financed apartment complexes located in Malden, Natick, Worcester and Springfield, MA containing over 2,100 subsidized units. The firm also manages eight apartment complexes containing market and subsidized housing in Rhode Island, Maine and New Hampshire having a total of 500 units. Cornerstone has successfully completed the permitting of a 54 lot subdivision in Plainville, MA for a client and the development and marketing of a first class subdivision in Sherborn, MA. It is currently marketing a subdivision in Rockport, MA. In 1989, Cornerstone was asked to undertake the management and rehabilitation of a housing complex in Fitchburg, MA for the Massachusetts Housing Finance Agency. The rehabilitation was successfully completed and Cornerstone, as General Partner of Fitchburg Blossom Limited Partnership, has acquired the property and completed the sale of a Low Income Housing Tax Credit syndication. Recently, Cornerstone was awarded management of Sable Oaks, a 300 acre park having a mix of office, residential and hotel use in South Portland, Maine, and a H.U.D. financed apartment complex located in Boston.

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Since its inception in 1989, Cornerstone, as general partner of RJR Ventures Limited Partnership, completed a \$35,300,000 acquisition/leaseback of the 755,000 square foot facility located on North Street at the intersection of Route 495 in Tewksbury, Massachusetts. Again, as General Partner of 333-Westwood Limited Partnership, Cornerstone completed a \$13,700,000 purchase of 400 Blue Hill Drive, a 100,000 square foot first class office building, at the intersection of Route 128 and University Avenue in Westwood. During the height of the credit crunch, Cornerstone developed, constructed and financed a 68,000 square foot first class office building in South Portland, Maine for a major insurance company who subsequently occupied the building under lease on April 1, 1992. Recently, affiliates of Cornerstone acquired and financed the 40,000 square office building which now serves as its corporate headquarters and an office park containing 250,000 square feet of office space and a 148 room Marriott Hotel. In addition, Cornerstone is about to undertake the development of a 130 acre subdivision located in Westwood and a 118,000 square foot office building in Norwood, Massachusetts.

For the foreseeable future, Cornerstone expects to selectively acquire, develop and manage a diverse mix of residential and commercial properties.

CORNERSTONE CORPORATION

The following is a profile on each of the Cornerstone executives.

PAUL E. TRYDER has been active in the real estate industry for twenty two years and is the President of and a stockholder in Cornerstone Corporation. Prior to the formation of Cornerstone Corporation, Mr. Tryder was Executive Vice President at McNeil & Associates, Inc. He was responsible for the operations of four divisions involving the development, construction, financing and management of real property. He was directly involved in the acquisition/development of approximately 2,500 apartments and 2.5 million square feet of commercial property from initial evaluation through marketing and financing. Before accepting the position with McNeil & Associates, Inc., Mr. Tryder was Controller of Continental Real Estate Equities, Inc. (CREE) which acted as general partner in the syndication of limited partnership units for tax sheltered real estate investment. Subsequent to the successful completion of the first two offerings, subscribed for approximately \$22 million, the CREE staff (10) was responsible for screening, analysis, negotiation, purchase and management of multi-million dollar residential and commercial projects on behalf of public investors.

Although he was involved in all phases of the operation, his major responsibilities included the implementation of the various purchase agreements, establishment of reporting and budgeting procedures for joint ventures and wholly owned properties, partnership accounting operations and personnel, reporting to investors and to the SEC, and investment of funds in short-term money markets. These funds were successful and were invested in income producing properties worth approximately \$300 million today. Mr. Tryder is a Certified Public Accountant in the Commonwealth of Massachusetts and has a Masters degree in Finance.

PAUL B. RHUDA, Certified Property Manager, has been active in the real estate industry for twenty eight years and is Vice President and a Stockholder in Cornerstone Corporation. Mr. Rhuda has extensive experience in property management and real estate development. Mr. Rhuda has been head of management for two public real estate funds consisting of 8 million square feet of office building, 5 million square feet of shopping centers and 3,000 apartments. Most recently Mr. Rhuda has been involved in the development and management of 5 million square feet of office buildings and apartments. The apartments have been a mixture of conventional, Section 236 and Section 8 developments.

Mr. Rhuda also has been active in the Institute of Real Estate Management and currently serves on the Governing Council of the Institute. Mr. Rhuda has served on the Executive Committee of IREM (Boston Chapter), The Boston Real Estate Board (RHA), Greater Boston Builders' Association and The TAP Committee (MHFA) and the Town of Medfield Appeals Board. Mr. Rhuda is a graduate of the University of New Hampshire.

THOMAS SOUTHWORTH has been actively involved in the real estate industry for the past twenty one years and is Vice President, Director of Development and a Stockholder in Cornerstone Corporation. Mr. Southworth has extensive experience in real estate development. His responsibility is to conceive development objectives and bring them to construction. This includes site selection, land acquisition, coordination of architectural, engineering and construction services; design review, cost analysis and obtaining all necessary governmental approvals to initiate construction. Mr. Southworth has been responsible for the permitting of three million square feet of office, R&D and industrial space and 2,000 residential units. Mr. Southworth is a graduate of Salem State College with real estate studies at Bentley College.

JOHN S. MORLEY, ESQUIRE, was in the private practice of law concentrating on real estate for over twenty years and is General Counsel and a Stockholder. In 1986, Mr. Morley went to work for McNeil & Associates, Inc. as General Counsel. From 1986 to 1989, he was responsible for overseeing the legal affairs of the company at its Westwood, Massachusetts headquarters and its office in Nashville, Tennessee. Since May, 1989, he has acted as General Counsel and is a Partner in Cornerstone Corporation. He is a graduate of Boston College and earned a J.D. degree from Boston College Law School. He is a member of the Massachusetts and Federal (First Circuit) Bar.

TIMOTHY P. DOHERTY, ESQUIRE, has been active in the real estate business since 1981 and is Director of Acquisitions and a Stockholder in Cornerstone Corporation. Mr. Doherty is responsible for the acquisition and turn-around of troubled real estate properties. Prior to joining Cornerstone, Mr. Doherty was employed by McNeil & Associates, Inc. as an acquisitions consultant. Prior to his involvement with McNeil, Mr. Doherty served as Vice President and Legal Counsel to a governmental relations consulting firm. Mr. Doherty is a graduate of the University of Massachusetts at Amherst, holds a law degree from Suffolk University Law School, is a member of the Massachusetts Bar and is a licensed real estate broker. Mr. Doherty remains active in the area of government relations and recently served as an advisor to Boston Mayor Menino's transition team.

ROBERT L. EVANS has been active in the real estate industry for twenty three years and is Executive Vice President of Cornerstone Corporation. From 1987 until 1990, he was a Vice President and Partner of Norwich Corporation, a real estate venture, capital and consulting firm. From 1985 until 1987, he was a Vice President of Boston Financial with responsibility for monitoring construction and start-up financial operations of major real estate projects syndicated by Boston Financial, and for negotiating reorganizations and workouts for syndicated partnerships as to which either the local general partner or the partnership property was experiencing financial difficulties. Prior to joining Boston Financial he served from 1980 through 1984 at the Massachusetts Housing Finance Agency where, as the Director of Housing Management, his duties principally involved mortgage loan enforcement and workouts, and the supervision of private management companies which operate 35,000 Agency sponsored rental units; from 1972 through 1979, he was Real Estate Officer of Old Stone Bank in Providence, Rhode Island, where he was responsible for the administration of the Bank's national commercial mortgage portfolio; from 1970 to 1972, he was employed in the Mortgage Loan and Real Estate Department of Boston Mutual Life Insurance Company, Canton, MA. Mr. Evans is a graduate of Lowell Technological Institute (B.S., 1970).

PETER J. CELONA has been involved in the real estate industry for ten years and is the Marketing Coordinator and Stockholder of Cornerstone Corporation. Mr. Celona's primary function is to develop and implement marketing plans for properties either for sale or lease. Prior to joining Cornerstone Corporation, Mr. Celona was a Regional Manager for Peabody Properties, Inc., a regional property management firm. Prior to that position, Mr. Celona was the Marketing Director for McNeil & Associates, Inc. of Westwood. During the past ten years, Mr. Celona has been active in the sale or lease of over \$25,000,000 of real estate. Mr. Celona is a graduate of Salem State College and holds a Masters Degree in Business Administration from Suffolk University. He is also a member of the Greater Salem and Greater Boston Real Estate Boards.

MARY C. JOHNSON has been active in the real estate industry for the past 18 years and is currently the Controller and a Stockholder in Cornerstone Corporation. Prior to her involvement with Cornerstone, Ms. Johnson was employed by McNeil and Associates, Inc. for 12 years. As Controller, her responsibilities included management of the accounting and data processing department which handled all accounting functions for over 40 individual partnerships, developed accounting procedures to maintain internal controls and assisted in the design and implementation of custom software required to produce financial property management reports. Ms. Johnson was also previously involved in the construction division of McNeil & Associates where her responsibilities ranged from completing all bank requisitions for construction loans to job cost estimates and analyses. Prior to that, Ms. Johnson was actively involved in the McNeil property management division. She was primarily responsible for maintaining compliance with state and federal subsidy regulations which included all aspects of tenant eligibility, affirmative fair marketing and subsidy billings. Ms. Johnson graduated in 1982 from Southeastern Massachusetts University in Dartmouth with a Bachelor of Science Degree in Accounting.

THERESA M. WILLS, Accredited Residential Manager, has been active in property management for fifteen years and is a Vice President in Cornerstone Corporation. Theresa Wills has been involved with the portfolio in Maine and New Hampshire, consisting of a 60,000 square foot office building, apartments which are a mixture of conventional and Section 8 housing. Ms. Wills is active in the Institute of Real Estate Management and currently serves on the ARM committee (Boston Chapter).

W. JOHN DZIADUL is Vice President of Residential Property Management for Cornerstone Corporation with supervisory responsibility for 1,717 units of subsidized housing, including direct property management of the second largest subsidized apartment community in Massachusetts. Jack oversees a staff of 45 employees, including four site managers, and has experience with implementing preventive maintenance programs, budgeting, processing rent increases, contracting, ADA compliance, capital repairs and replacements, community based social and recreational services, renting and rent collection. He has over twenty years experience in all aspects of commercial and multifamily real estate, including finance, leasing, sales, consulting and property management. Prior to joining Cornerstone in 1993, he was an account officer/asset manager with FDIC, where he ranked first in terms of number of cases brought to resolution. Jack was often assigned to the more complex and politically sensitive real estate accounts requiring workout. He has lectured on various real estate and appraisal topics to trade groups and universities, including Harvard and MIT. He was an instructor of commercial real estate finance for five years at Boston University. He is a licensed Massachusetts real estate broker and is currently a CPM candidate. Mr. Dziadul graduated from Northeastern University with a Bachelor of Science Degree in Business Administration and Brown University Graduate School of Savings Banking.

BY-LAWS
OF
C/S CENTERDALE CORPORATION

ARTICLE I

Articles of organization

The name and purposes of the corporation shall be as set forth in the Articles of Organization. These By-Laws, the powers of the corporation and its Directors and stockholders, and all matters concerning the conduct and regulation of the business of the corporation, shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization. All references in these By-Laws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended or restated.

ARTICLE II

Fiscal Year

Except as from time to time otherwise determined by the Directors, the fiscal year of the corporation shall in each year end on the thirty-first of December.

ARTICLE III

Meetings of Stockholders

Section 1. Annual Meeting.

The annual meeting of stockholders shall be held on the Third Wednesday of June in each year (or if that be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at ten o'clock a.m. unless a different hour is fixed by the Board of Directors or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or these By-Laws, may be specified by the Board of Directors or the President. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held and such special meeting shall have for the purposes of these By-Laws or otherwise all the force and effect of an annual meeting.

Section 2. Special Meeting.

A special meeting of the stockholders may be called at any time by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them. A special meeting of the stockholders shall be called by the Clerk, or in case of death, absence, incapacity or refusal of the Clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the stock entitled to vote at the meeting. Such call shall state the time, place, and purpose of the meeting.

Section 3. Place of Meetings.

All meetings of the stockholders shall be held at the principal office of the corporation in Massachusetts, unless a different place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States is designated by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them and stated in the notice of the meeting. Any adjourned session of any meeting of the stockholders shall be held at such place within Massachusetts or, if permitted by the Articles of Organization, as is designated in the vote of adjournment.

Section 4. Notice of Meetings.

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given at least seven days before the meeting to each stockholder who is otherwise entitled by law or by the Articles of Organization to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the Clerk, or in the case of death, absence, incapacity or refusal of the Clerk, by any other officer or by a person designated either by the Clerk, by the person or persons calling the meeting or by the Board of Directors. Whenever notice of a meeting is required to be given a stockholder under any provision of law, of the Articles of Organization, or of these By-Laws, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 5. Quorum.

Any meeting of the stockholders, a quorum shall consist of a majority of all shares of stock then issued and outstanding and entitled to vote at the meeting except that if two or more classes or series of stock are entitled to vote on any matter as separate classes or series, then in the case of each such class or series a quorum for the matter shall consist of a majority of all shares of stock of that class or series then issued and outstanding and except when a different quorum is required by law, by the Articles of Organization or by these By-Laws. Stock owned directly or indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 6. Action by Vote.

When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the vote properly cast upon any question other than an election to an office shall decide the question except when a larger vote is required by law, by the Articles of Organization or by these By-Laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 7. Voting.

Stockholders entitled to vote shall have one vote for each share of stock entitled to vote held by them of record according to the records of the corporation and a proportionate vote for a fractional share, unless otherwise provided by the Articles of

Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

Section 8. Action by Consent.

Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9. Proxies.

Stockholders entitled to vote may either in person or by proxy in writing dated not more than six months before the meeting named therein, which proxies shall be filed with the Clerk or other person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

ARTICLE IV

Directors

Section 1. Powers.

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these By-Laws.

Section 2. Enumeration, Election and Term of Office.

The Board of Directors shall consist of not less than three Directors, except that whenever there shall be only two stockholders the number of Directors shall be not less than two, and whenever there shall be only one stockholder the number of Directors shall be not less than one. The number of the Directors shall be as determined from time to time by the stockholders and may be enlarged by vote of a majority of the Directors then in office. The Directors shall be chosen at the annual meeting of the stockholders by such stockholders as have the right to vote thereon, and each shall hold office until the next annual election of Directors and until his successor is chosen and qualified or until he sooner dies, resigns, is removed or becomes disqualified. No Director need be a stockholder.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is absent when such times and places are fixed

shall be given notice as provided in Section 5 of this Article IV of the fixing of such times and places and provided further that any resolution relating to the holding of regular meetings shall remain in force only until the next annual meeting of stockholders. The first meeting of the Board of Directors following the annual meeting of the stockholders may be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

Section 4. Special Meetings.

Special meetings of the Directors may be called by the President or by the Treasurer or by the Secretary or by any two Directors and shall be held at the place designated in the call thereof.

Section 5. Notices.

Notices of any special meeting of the Directors shall be given by the Clerk or Secretary to each Director, by mailing to him postage prepaid, and addressed to him at his address as registered on the books of the corporation, or if not so registered at his last known home or business address, a written notice of such meeting at least forty-eight hours before the meeting or by delivering such notice to him at least twenty-four hours before the meeting, by prepaid telegram addressed to him at such address, notice of such meeting. If the Clerk or Secretary refuses or neglects for more than twenty-four hours after receipt of a call to give notice of such special meeting, or if the offices of Clerk and Secretary are vacant or the Clerk and Secretary are absent from the

Commonwealth of Massachusetts, or incapacitated, such notice may be given by the officer or one of the Directors calling the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

Section 6. Quorum.

At any meeting of the Directors, a quorum for any election or for the consideration of any question shall consist of a majority of the Directors then in office. Whether or not a quorum is present any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Directors present shall be requisite and sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a different vote is required by law, by the Articles of Organization or by these By-Laws.

Section 7. Action by Consent.

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consent shall be treated for all purposes as a vote of the Directors of a meeting.

Section 8. Committees.

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its numbers an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these By-Laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-Laws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

Section 9. Meeting by Telecommunications.

Members of the Board of Directors or any committee elected thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

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ARTICLE V

Officers and Agents

Section 1. Enumeration; Qualification.

The officers of the Corporation shall be a President, Treasurer, a Clerk, and such other officers, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion elect or appoint. The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion appoint. Any officer may be but none need be a Director or stockholder. The Clerk shall be a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

Section 2. Powers.

Subject to law, to the Articles of Organization and to the other provisions of these By-Laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his office and such duties and powers as the Directors may from time to time designate.

Section 3. Election.

The President, the Treasurer and the Clerk shall be elected annually by the Directors at their first meeting following the annual meeting of the stockholders. Other officers, if any, may be

elected or appointed by the Board of Directors at said meeting or at any other time.

Section 4. Tenure.

Except as otherwise provided by law or by the Articles of Organization or by these By-Laws, the President, the Treasurer and the Clerk shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified and each other officer shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the Directors.

Section 5. President and Vice President.

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors he shall preside, when present, at all meetings of the stockholders and of the Board of Directors.

In the absence or disability of the President, his powers or duties shall be performed by the Vice President, if only one, or, if more than one, by the one designated for the purpose by the Directors. Any Vice President shall have such other powers and shall perform such other duties as the Board of Directors may from time to time designate.

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Section 6. Treasurer and Assistant Treasurers.

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide.

In the absence or disability of the Treasurer, his powers and duties shall be performed by the Assistant Treasurer, if only one, or if more than one, by the one designated for the purpose by the Directors. Any Assistant Treasurer shall have such other duties as the Board of Directors may from time to time designate.

Section 7. Clerk and Assistant Clerks.

The Clerk shall keep a record of the meetings of stockholders. In the event there is no Secretary or he is absent, the Clerk or an Assistant Clerk shall keep a record of the meetings of the Board of Directors. Unless the Directors shall appoint a transfer agent and/or registrar or other officer or officers for the purpose, the Clerk shall be charged with the duty of keeping, or causing to be kept, accurate records of all stock outstanding, stock certificates issued and stock transfers. In the absence of the Clerk from any meeting of stockholders, an Assistant Clerk if one be elected, otherwise a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk. An Assistant Clerk shall have such other powers and perform such other duties as the Board of Directors may from time to time designate.

Section 8. Secretary.

The Secretary, if one be elected or appointed, shall keep a record of the meetings of the Board of Directors. In the absence of the Secretary, the Clerk and any Assistant Clerk, a Temporary Secretary shall be designated by the person presiding at such meeting to perform the duties of the Secretary.

ARTICLE VI

Resignations, Removals and Vacancies

Section 1. Resignations.

Any Director or officer may resign at any time by delivering his resignation in writing to the President or the Clerk or to a meeting of the Directors. Such resignation shall take effect at such time as is specified therein, or if no such time is so specified then upon delivery thereof.

Section 2. Removal.

Directors, including Directors elected by the Directors to fill vacancies in the Board, may be removed with or without assignment of cause by vote of the holders of the majority of the shares entitled to vote in the election of Directors, provided that the Directors of a class elected by a particular class of stockholders may be removed only the vote of the holders of a majority of the shares of the particular class of stockholders entitled to vote for the election of such Directors.

The Directors may by vote of a majority of the Directors then in office remove any Directors for cause.

The Directors may remove any officer from office with or without assignment of cause by vote of a majority of the Directors then in office.

If cause is assigned for removal of any Director or officer, such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

The Directors may terminate or modify the authority of any agent or employee.

Except as the Directors may otherwise determine, no Director or officer who resigns or is removed shall have any right to any compensation as such Director or officer for any period following his resignation or removal, or any right to damages on account of such removal whether his compensation be by the month or by the year or otherwise, provided, however, that the foregoing provision shall not prevent such Director or officer from obtaining damages for breach of any contract of employment legally binding upon the corporation.

Section 3. Vacancies.

Any vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Directors then in office or, in the absence of such election by the Directors, by the stockholders at a meeting called for the purpose; provided, however, that any vacancy resulting from action by the stockholders may be filled by the stockholders at the same meeting at which such action was taken by them.

If the office of any officer becomes vacant, the Directors may elect or appoint a successor by vote of a majority of the Directors present at the meeting at which such election or appointment is made.

Each such successors shall hold office for the unexpired term of his predecessor and until his successor shall be elected or appointed and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

ARTICLE VII

Indemnification of Directors and Others

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent of any organization in which the corporation owns shares or of which it is a creditor against all liabilities and expenses, including amounts paid in satisfaction or judgment, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while serving or thereafter, by reason of his being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent, pursuant to a consent decree or otherwise no indemnification either for said payment or for any other expenses shall be provided unless:

- (a) such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:
 - (i) by a disinterested majority of the Directors then in office; or
 - (ii) by the holders of a majority of the outstanding stock at the time entitled to vote for Directors, voting as a single class, exclusive of any stock owned by any interested Director or officer; or
- (b) in the absence of action by disinterested Directors or Stockholders, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable interests of the corporation.

Expenses, including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee or Agent in connection the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. The right of indemnification hereby provided shall not be exclusive or affect any other rights to which any such Director, Officer, Trustee, Employee or Agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under law. As used in this Article the terms "Director", "Officer",

"Trustee", "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, Trustee, Employee or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

ARTICLE VIII

Section 1. Stock Authorized.

The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue, and if more than one class is authorized, a description of each class with the preferences, voting powers, qualifications and special and relative rights and privileges as to each class and any series thereof, shall be stated in the Articles of Organization.

Section 2. Issue of Authorized Unissued Capital Stock.

Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the Directors. No such stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the corporation, or is in its possession as surplus.

Section 3. Certificate of Stock.

Each stockholder shall be entitled to a certificate in form selected by the Board of Directors stating the number and the class and the designation of the series, if any, of the shares held by him. Such certificate shall be signed by the President or a Vice President and the Treasurer or an Assistant Treasurer. Such

signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a Director, officer or employee of the corporation.

Every certificate for shares of stock subject to any restriction or transfer pursuant to Articles of Organization, these By-Laws, or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text or the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued or a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 4. Transfers.

Subject to the restrictions, if any, imposed by the Articles of Organization, these By-Laws or any agreement to which the corporation is a party, shares of stock shall be transferred on the books of the corporation only by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the

corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his post office address.

Section 5. Lost, Mutilated, or Destroyed Certificates.

Except as otherwise provided by law, the Board of Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated or destroyed stock certificate.

Section 6. Transfer Agent and Registrar.

The Board of Directors may appoint a transfer agent or a registrar or both for its capital stock or any class or series thereof and require all certificates for such stock to bear the signature or facsimile thereof of any such transfer agent or registrar.

Section 7. Setting Record Date and Closing Transfer Records.

The Board of Directors may fix in advance a time not more than sixty days before (i) the date of any meeting of the stockholders or (ii) the date for the payment of any dividend or the making of any distribution to stockholders or (iii) the last day on which the consent or dissent of the stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice and to vote at such meeting, or the right to receive such dividend or distribution, or the right to give such consent or dissent. If a record date is sent, only stockholders of record on the date shall have such right notwithstanding any transfer of stock on the records of the corporation after the record date. Without fixing such record date, the Board of Directors may close the transfer record of the corporation for all or any part of such sixty-day period.

If no record date is fixed and the transfer books are not closed, then the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

ARTICLE IX

Miscellaneous Provisions

Section 1. Execution of Papers.

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be

executed on behalf of the corporation shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise determine.

Section 2. Voting of Securities.

Except as the Directors may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the corporation vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

Section 3. Corporate Seal.

The seal of the corporation shall be circular dies with the name of the corporation, the word "Massachusetts" and the year of its incorporation cut or engraved thereon, or shall be in such other form as the Board of Directors may from time to time determine.

Section 4. Corporate Records.

The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of its Clerk or of its Resident Agent. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the

inspection of any stockholder for any proper purpose, but not to secure a list of stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 5. Evidence of Authority.

A certificate by the Clerk or Secretary or an Assistant or Temporary Clerk or Secretary as to any matter relative to the Articles of Organization, By-Laws, records of the proceedings of the incorporators, stockholders, Board of Directors, or any committee of the Board of Directors, or stock and transfer records or as to any action taken by any person or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

ARTICLE X

Amendments

These By-Laws may be amended or repealed in whole or in part by the affirmative vote of the holders of a majority of the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Directors may make, amend, or repeal the By-Laws, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the By-Laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given

to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to the last known post office address at least twenty days before the new date fixed for such meeting.

Any By-Law adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.



CORNERSTONE
Corporation

October 5, 1995.

Nancy Anderson
Assistant Director of
Housing Development
Rhode Island Housing and
Mortgage Finance Corp.
60 Eddy Street
Providence, RI 02903-1786

Re: Centerdale Manor
North Providence, RI
R.I.H.M.F.C. #43-H023-121

Dear Nancy:

Your consent to the transfer of John L. Marshall III's, general partner interest in Centerdale Manor Associates to C/S Housing Limited Partnership and to the conversion of Bernard Hodess' general partner interest in Centerdale Manor Associates to a limited partner interest is respectfully requested. At present, Centerdale Manor Associates is owned as follows:

.7%	John L. Marshall III	General Partner
.3%	Bernard Hodess	General Partner
1%	*Centerdale Associates	General Partner
98%	Various	Limited Partners

The change requested will result in the following:

.7%	C/S Housing Associates Limited Partnership	Managing General Partner
1%	*Centerdale Associates	General Partner
98.3%	Various (including Hodess)	Limited Partners

* John L. Marshall III is and shall remain the sole general partner of Centerdale Associates.

The new general partner C/S Housing Associates Limited Partnership is owned as follows:

1.5%	C/S Centerdale Corp.
98.5%	John L. Marshall III

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The sole stockholder of C/S Centerdale Corp. is Paul E. Tryder, 21 Westchester Drive, Westwood, MA 02090. Mr. Tryder is the President of Cornerstone Corporation and any communications to him, C/S Housing Associates Limited Partnership, C/S Centerdale Corp. or, once the transaction is completed, Centerdale Manor Associates, should be addressed c/o Cornerstone Corporation, 725 Canton Street, Norwood, MA 02062. The telephone number is 617 769-9400 and the fax number is 617 769-2250.

In connection with this request, the following information is enclosed.

1. the most recent (1994) tax return of Paul E. Tryder;
2. Purchase Agreement;
3. a. the C/S Housing Associates Limited Partnership Agreement and Certificate of Limited Partnership,
b. the C/S Centerdale Corp. Articles of Incorporation and By-Laws,
c. Certificates of Authority for a and b;
4. the consideration to be paid to John L. Marshall III is \$55,000.00; \$5,000.00 of which is a deposit and \$50,000.00 of which is payable at the closing. In addition, the Buyer and Seller are each paying half the Transfer Fee and Processing Fee required by R.I.H.M.F.C.;
5. The Housing Development Improvement Plan - no funding outside of the project's operating budget is necessary to carry out the plan;
6. H.U.D. Form - 2530;
7. evidence of corporate and partnership authority;
8. the Management Agent will be Cornerstone Corporation. Cornerstone has been managing the property since March 1, 1995. Enclosed is Cornerstone's resume which also includes information on Paul E. Tryder;
9. check payable to Rhode Island Housing and Mortgage Finance Corporation in the amount of \$55,489 which represents the Processing Fee - \$1,500 and the Transfer Fee - \$53,989 (1% of the original project cost - \$5,398,857);
10. draft legal opinion;
11. Preliminary Title Report;

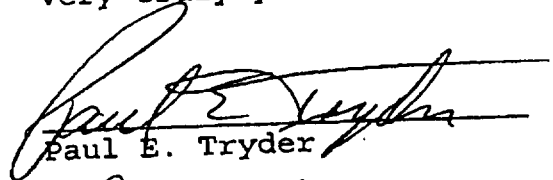
000470

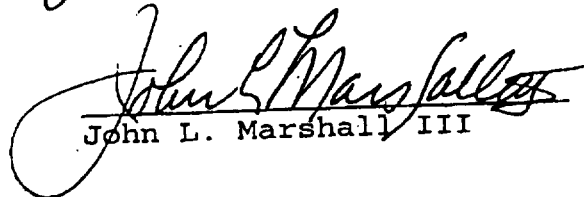
We respectfully request that the physical inspection and appraisal be waived in connection with this transfer. The purpose of the transfer is to provide active on-going ownership of the partnership and project, thereby, allowing Mr. Marshall to direct his energies elsewhere while retaining a significant economic interest. The amount of ownership being transferred is quite small and the Transfer Fee and Processing Fee are high, given the amount of consideration for the transfer. Additional expenditures for professionals, given the scope of the transfer, would make the transaction costs disproportionate. Further, Centerdale Manor is in excellent condition, a result of quality construction and superior maintenance. As evidence, the most recent R.I.H.M.F.C. monthly inspection, annual file review and annual unit inspection are enclosed. Lastly, the project's replacement reserve at \$350,000 exceeds \$2,800 per apartment unit.

The Corporation's favorable review of this proposed transfer is requested at its earliest convenience. If you have any questions or require additional information, please call either of us or Robert L. Evans at 617 769-9400.

Very truly yours,

PET/gv


Paul E. Tryder


John L. Marshall III

Enc.

000471

***** ACTIVITY REPORT *****

TRANSMISSION OK

TX/RX NO.	0677
CONNECTION TEL	16177692250
CONNECTION ID	
START TIME	09/05 12:31
USAGE TIME	01'36
PAGES	4
RESULT	OK

Cornerstone Corp.

000474



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I
JOHN F. KENNEDY FEDERAL BUILDING
BOSTON, MASSACHUSETTS 02203-0001

URGENT LEGAL MATTER -- PROMPT REPLY NECESSARY

August 29, 1995

Marshall Properties
Ralph McGarrigle
75 Newman Street
East Providence, RI 02916

Re: REQUEST FOR ACCESS TO PROPERTY
Centredale Manor
North Providence, RI
CERCLIS NO. RID981203755

Dear Mr. McGarrigle:

The United States Environmental Protection Agency (EPA) respectfully requests permission for EPA, its agents, contractors, and other authorized representatives to have access to Centredale Manor, located at 2074 Smith Street in North Providence, Rhode Island.

EPA requests access to this property to conduct or oversee a site evaluation. Entry to this property to conduct this activity is authorized by Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9604(e). This authorization provided by CERCLA includes access to private property in order to determine the need for response actions, to perform response actions, and to enforce CERCLA. Entry by EPA is also authorized under Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6297. Under that section EPA may enter property where hazardous wastes are or have been disposed of, transported from, generated, stored, or treated in order to enforce the provisions of RCRA.

CERCLA site evaluation activities may include information-gathering to determine whether hazardous substances, pollutants, and contaminants may be, or may have been released to the environment. In addition, EPA and its representatives may drive vehicles onto the site, collect samples, take photographs, and dispose of small amounts of decontamination fluid on the property. EPA or its representatives will offer the owner or property representative(s) replicates of the samples collected to be analyzed at their own expense. Prior to leaving the property, the EPA representatives will supply the owner or property representative(s) with a receipt for samples collected on the property.



000475
Recycled/Recyclable
Printed with Soy/Canola Ink on paper that
contains at least 75% recycled fiber

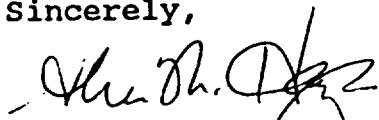
Please signify your consent to access by signing the attached document in the space provided, and return it to me at the following address:

Sharon Hayes
United States Environmental Protection Agency
Waste Management Division
J.F.K. Federal Building (Mail Code HSS-CAN7)
Boston, MA 02203

The access agreement must be signed by all owners of the property. If EPA does not receive a reply within ten (10) business days of your receipt of this letter, it will become necessary for EPA to employ other means to obtain access. Such means may include issuing an administrative order or bringing an action in federal court to secure EPA's right to access.

Your cooperation in assisting with completion of CERCLA site evaluation activities is appreciated. If you have any questions, I may be contacted at (617) 573-5709. All communications from your legal counsel should be directed to Marcia Lamel at (617) 565-3435.

Sincerely,



Sharon M. Hayes
Site Assessment Manager
Superfund Support Section
Waste Management Division

cc: Marcia Lamel, EPA
Deanna Cook, Weston
Timothy O'Connor, RIDEM

000478



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I
JOHN F. KENNEDY FEDERAL BUILDING
BOSTON, MASSACHUSETTS 02203-0001

CONSENT FOR ACCESS TO PROPERTY

I (We), the Owner of the property, Centredale Manor, located at 2074 Smith Street in North Providence, Rhode Island, shall permit EPA's officers, employees, agents, contractors, subcontractors, consultants, and other authorized representatives, to enter and have continued access to this property for the purpose of conducting a CERCLA site evaluation.

I (we) realize that these actions are undertaken under EPA's response and enforcement authorities under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9604(e) and under Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6297.

I (We) give this written permission voluntarily with knowledge of my (our) right to refuse, and without threats or promises of any kind.

Signature of Property Owner/Operator
or Authorized Representative(s)

Date

NAME: _____
ADDRESS: _____

CONSENT OF ADDITIONAL OWNER(s)

Signature of Property Owner/Operator
or Authorized Representative(s)

Date

NAME: _____
ADDRESS: _____

(Weston-COE)

000477



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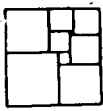
From the desk of

JANICE A. DEPOT

Peter Golonka
Nus Corporation
Bedford MA

617-275-2970

660478



NUS
CORPORATION

19 CROSBY DRIVE
BEDFORD, MASSACHUSETTS 01730
617-275-2970

C-583-11-0-2

November 6, 1990

Ms. Janice Depot
77 Newnan Avenue
P.O. Box 4970
Rumford, Rhode Island 02916

Subject: Final Screening Site Inspection
Centredale Manor
North Providence, Rhode Island
TDD No. F1-8909-33
Reference No. \$375R1171\$
CERCLIS No. RID981203755

Dear Ms. Depot:

Enclosed is a copy of the Final Screening Site Inspection for the Centredale Manor, located in North Providence, Rhode Island. The report includes analytical results for samples which were collected from this property.

If you have any questions, please contact the U.S. Environmental Protection Agency (U.S. EPA) State Coordinator, Sharon Hayes at (617) 573-5709.

Sincerely,

Robert Jubach
FIT Regional Manager

RJ:aa

Enclosure

cc: D. Smith, U.S. EPA, RPO, (w/o enclosure)
J. Weiss, NUS, (w/o enclosure)
S. Hayes, U.S. EPA, (w/o enclosure)
T. O'Connor, State Coordinator, (w/o enclosure)

000473



A Halliburton Company



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

75 Davis Street , Room 209
Providence, R.I. 02908

8 January 1988

CERTIFIED MAIL

Centredale Manor Associates
P.O. Box 4970
Rumford, RI 02916

Dear Sirs:

As the apparent owner of real estate located at Smith Road/Rte 44 in North Providence, Rhode Island and identified as Plat 14, Lot 250 in the Land Evidence Records of said municipality, this is to advise you that said property is on the United States Environmental Protection Agency's list of potential hazardous waste sites (CERCLIS) as North Providence, EPA ID# RID981203755. This listing means only that there is some reason to believe that there may have been a release, disposal and/or storage of hazardous materials at this site in the past. There is not yet sufficient information to determine the extent, if any, of contamination.

The CERCLIS list is an automated inventory of potential hazardous waste sites developed by the EPA as a program management tool. Placement on the list may have resulted from site discovery actions outlined in 40 CFR 300.63 (a), including:

- a. Self notification pursuant to section 103 (a) or (c) of CERCLA,
- b. Investigations by government authorities conducted in accordance with section 104 (e) of CERCLA or other statutory authority,
- c. Notification of a release by a Federal or State permit holder when required by its permit,
- d. Inventory efforts or random or incidental observation by government agencies or the public,
- e. Information/complaints received from the public,
- f. Proximity to known contaminated areas, or
- g. Likelihood of a release due to onsite operations.

Over the course of the next few years, this site, along with approximately 200 other Rhode Island sites on the CERCLIS list will be assessed for potential risks to human health and the environment. The Division of Air and Hazardous Materials (DAHM) of the Department of Environmental Management has been delegated the task of investigating many of these sites

000450

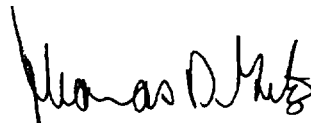
through a cooperative agreement with the EPA. We are advising you of the above so that you will:

- a. Be aware of the status of the above identified property on the CERCLIS list.
- b. Be aware that as part of the ongoing site investigations, members of this agency or its contractors may be obtaining soil and/or waste samples from the parcel(s) on the list. (Please refer to R.I.G.L. Section 23-19.1-12 for the authority for said activities.)
- c. Refrain from disturbing the site without first notifying the DAHM.
- d. Provide any pertinent information you may have concerning past activities or events at this site or in the vicinity of the site.
- e. Notify prospective buyers of the CERCLIS list status should sale of the property be contemplated.
- f. Advise the DAHM in writing as the appropriate contact person to which you wish any communication to be directed.

Be advised that this letter is not intended to be a lien on your property or a formal administrative decision but rather a sharing of the limited information presently available to DAHM. Feel free to contact this Division if you wish to review site files, though information may be limited since the sites are in varying stages of investigation.

If you have any questions, please contact Timothy O'Connor at the Division of Air and Hazardous Materials at 277-2797.

Very truly yours,



Thomas D. Getz, Chief
Division of Air and Hazardous Materials

TDG:AMG:kz

cc:Town

CERCLIS/k1

000401



18 CROSBY DRIVE
BEDFORD, MASSACHUSETTS 01730
617-275-2970

C-583-3-0-114

March 13, 1990

Ms. Janice A. Depot
77 Newman Avenue
P.O. Box 4970
Rumford, Rhode Island 02916

Subject: Request for Access
Centredale Manor
North Providence, Rhode Island
TDD No. F1-8909-33
Reference No. \$375R1171\$
CERCLIS No. RID981203755

Dear Ms. Depot:

NUS Corporation is under contract to the U.S. Environmental Protection Agency (EPA) as a technical and management services contractor in support of the EPA's hazardous waste site assessment activities. In this support activity, the NUS Field Investigative Team (NUS/FIT) has been assigned the task of conducting a Screening Site Inspection of Centredale Manor located in North Providence, Rhode Island.

As we discussed during our March 2, 1990 telephone conversation, NUS/FIT has scheduled a site visit for this property on March 27, 1990, weather permitting. Proposed onsite activities will include a site reconnaissance and the collection of environmental samples.

Your cooperation is requested in giving EPA and their representatives access to complete this activity. In order for us to plan successfully, we would appreciate your signing the enclosed EPA access agreement and returning it prior to the scheduled field date in the envelope provided. A copy is provided for your records.

At your request, we will provide to you free of charge replicate samples in appropriate sample containers, in case you wish to have the samples analyzed at a laboratory of your choice at your expense. If you would like NUS to collect these samples, please inform me by March 20, 1990 so that I can plan accordingly.

If samples are collected from your property, a copy of the final Screening Site Inspection report will be sent to you when it is completed. Otherwise a written request for the final report should be made to the EPA State Coordinator:

Deborah Pernice, EPA State Coordinator
Superfund Support Section (HSS-7)
US EPA Waste Management Division
JFK Federal Building
Boston, MA 02203-2211

000482

At this time the report is scheduled for completion in October 1990.

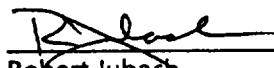
If you have any questions, please call me at (617) 275-2970. Thank you for your cooperation.

Sincerely,



Peter A. Golonka
Project Manager

Approval:


Robert Jubach
FIT Office Manager

PAG:mah

Enclosures

cc: T. Plant (w/o enclosures)
S. Kasten (w/o enclosures)
D. Smith/EPA (w/o enclosures)
D. Pernice/EPA (w/o enclosures)

000483



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION I

J.F. KENNEDY FEDERAL BUILDING, BOSTON, MASSACHUSETTS 02203-2211

CONSENT FOR ACCESS TO PROPERTY

The United States Environmental Protection Agency (EPA), pursuant to the authority and requirements of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9601, et seq., and the Superfund Amendments and Reauthorization Act (SARA), is planning to conduct an investigation. Pursuant to Section 104 of CERCLA, as amended by SARA, Congress has given EPA express authority to conduct this investigation. This authority includes tests and other information-gathering necessary to determine the existence of hazardous substances, pollutants, and contaminants in the environment. CERCLA authorizes designated EPA representatives to enter and obtain the necessary information.

Additionally, representatives may take photographs, collect samples, drive vehicles onto the site and dispose of a small amount of decontamination fluid (consisting of water, methanol, and detergent) on the property. EPA representatives will offer the owner or company representative(s) replicates of the samples collected if requested. Prior to leaving the property, the EPA representatives will supply the owner or company representative(s) with a written list of the samples collected on the property.

The Owner of the property located at Smith Road/Route 44 in North Providence, Rhode Island and identified in CERCLA files as Centredale Manor shall permit NUS Corporation personnel, State personnel and/or EPA personnel, to have access to this property for the purpose of collecting samples as part of a screening site inspection.

NUS is under contract to the EPA to carry out certain tasks and responsibilities under the authority of CERCLA and SARA.

Deborah J. Pernice
Superfund Support Section
EPA Waste Management Division

Property Owner/Operator

Date

000404

From the desk of

JANICE A. DEPOT

*Spoke to Timothy O'Connor on
1/15/88 indicated the following:*

- 1. Preliminary Assessment Report
Indicated Problem - Medium Priority*
- 2. GPR Report (3/86) Negative*
- 3. Site Inspection Report will follow -
Involves sampling at site to
gather information if Federally
Funded Cleanup Necessary*

000405



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
75 Davis Street
Providence, R.I. 02908

14 March 1986

Centerdale Manor Association
P.O. Box 4970
Rumford, RI 02916

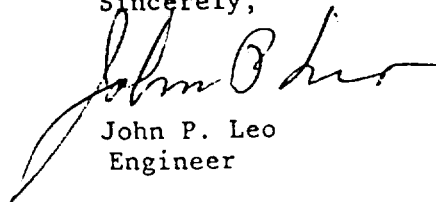
Dear Sirs:

On either March 24th or 25th, the State of Rhode Island and one of its contractors will be surveying the Centerdale Manor property. This operation will be in response to certain allegations put forth by an anonymous source that there are several 5000 gallon tanks of hazardous waste still buried at the Centerdale site.

The State is trying to verify whether this is true or not by the use of ground piercing radar. This operation will not disturb any land or necessitate any action on your part. You, of course, will be notified of the findings once they are finalized.

If you should have any questions concerning this or any other matter, please feel free to call me at 277-2797.

Sincerely,



John P. Leo
Engineer

cc: John L. Marshall III

mbf

600400



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

75 Davis Street
Providence, R.I. 02908

1 February 1988

CERTIFIED MAIL

Ms. Janice A. Depot
Vice President
Marshall Properties, Inc.
77 Newman Avenue
P.O. Box 4970
Rumford, RI 02916

Dear Ms. Depot:

As the contact person concerning real estate located at Smith Road/Route 44 in North Providence, Rhode Island and identified as Plat 14, Lot 250 in the Land Evidence Records of said municipality, this is to advise you that said property is on the United States Environmental Protection Agency's list of potential hazardous waste sites (CERCLIS) as Centredale Manor EPA ID# RID981203755. This listing means only that there is some reason to believe that there may have been a release, disposal and/or storage of hazardous materials at this site in the past. There is not yet sufficient information to determine the extent, if any, of contamination.

The CERCLIS list is an automated inventory of potential hazardous waste sites developed by the EPA as a program management tool. Placement on the list may have resulted from site discovery actions outlined in 40 CFR 300.63 (a), including:

- a. Self notification pursuant to section 103 (a) or (c) of CERCLA,
- b. Investigations by government authorities conducted in accordance with section 104 (e) of CERCLA or other statutory authority,

000487

- c. Notification of a release by a Federal or State permit holder when required by its permit,
- d. Inventory efforts or random or incidental observation by government agencies or the public,
- e. Information/complaints received from the public,
- f. Proximity to known contaminated areas, or
- g. Likelihood of a release due to onsite operations.

Over the course of the next few years, this site, along with approximately 200 other Rhode Island sites on the CERCLIS list will be assessed for potential risks to human health and the environment. The Division of Air and Hazardous Materials (DAHM) of the Department of Environmental Management has been delegated the task of investigating many of these sites through a cooperative agreement with the EPA. We are advising you of the above so that you will:

- a. Be aware of the status of the above identified property on the CERCLIS list.
- b. Be aware that as part of the ongoing site investigations, members of this agency or its contractors may be obtaining soil and/or waste samples from the parcel(s) on the list. (Please refer to R.I.G.L. Section 23-19.1-12 for the authority for said activities.)
- c. Refrain from disturbing the site without first notifying the DAHM.
- d. Provide any pertinent information you may have concerning past activities or events at this site or in the vicinity of the site.

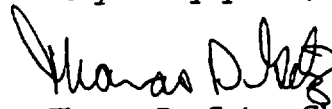
000488

- e. Notify prospective buyers of the CERCLIS list status should sale of the property be contemplated.
- f. Advise the DAHM in writing as to any changes of the appropriate contact person to which you wish any communication to be directed.

Be advised that this letter is not intended to be a lien on the aforementioned property or a formal administrative decision but rather a sharing of the limited information presently available to DAHM. Feel free to contact this Division if you wish to review site files, though information may be limited since the sites are in varying stages of investigation.

If you have any questions, please contact Timothy O'Connor at the Division of Air and Hazardous Materials at 277-2797.

Very truly yours,



Thomas D. Getz, Chief
Division of Air and Hazardous Materials

TDG:AMG:kz

CERCLIS/kl

000483



19 CROSBY DRIVE
BEDFORD, MASSACHUSETTS 01730
617-275-2970

C-583-10-0-3
October 15, 1990

Final Screening Site Inspection
Centredale Manor
North Providence, Rhode Island

TDD No. F1-8909-33
Reference No. \$375RI171\$
CERCLIS No. RID981203755

INTRODUCTION

The NUS Field Investigation Team (NUS/FIT) was requested by the Region 1 U.S. Environmental Protection Agency (EPA) Waste Management Division to perform a Screening Site Inspection of Centredale Manor, in North Providence, Rhode Island. All tasks were conducted in accordance with Technical Directive Document (TDD) No. F1-8909-33 which was issued to NUS/FIT on October 2, 1989. NUS/FIT performed a Preliminary Assessment of this property in August 1986. On the basis of information provided in this Preliminary Assessment, the Centredale Manor Screening Site Inspection was initiated.

Background information used in the generation of this report was obtained from the Rhode Island Department of Environmental Management (RI DEM). Information was also collected during the onsite reconnaissance and sampling events conducted by NUS/FIT on March 28, 1990.

This package follows guidelines developed under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, commonly referred to as Superfund. However, these documents do not necessarily fulfill the requirements of other EPA regulations such as those under the Resource Conservation and Recovery Act (RCRA) or other federal, state or local regulations. Screening Site Inspections are intended to provide a preliminary screening of sites to facilitate EPA's assignment of site priorities. They are limited efforts and are not intended to supersede more detailed investigations.

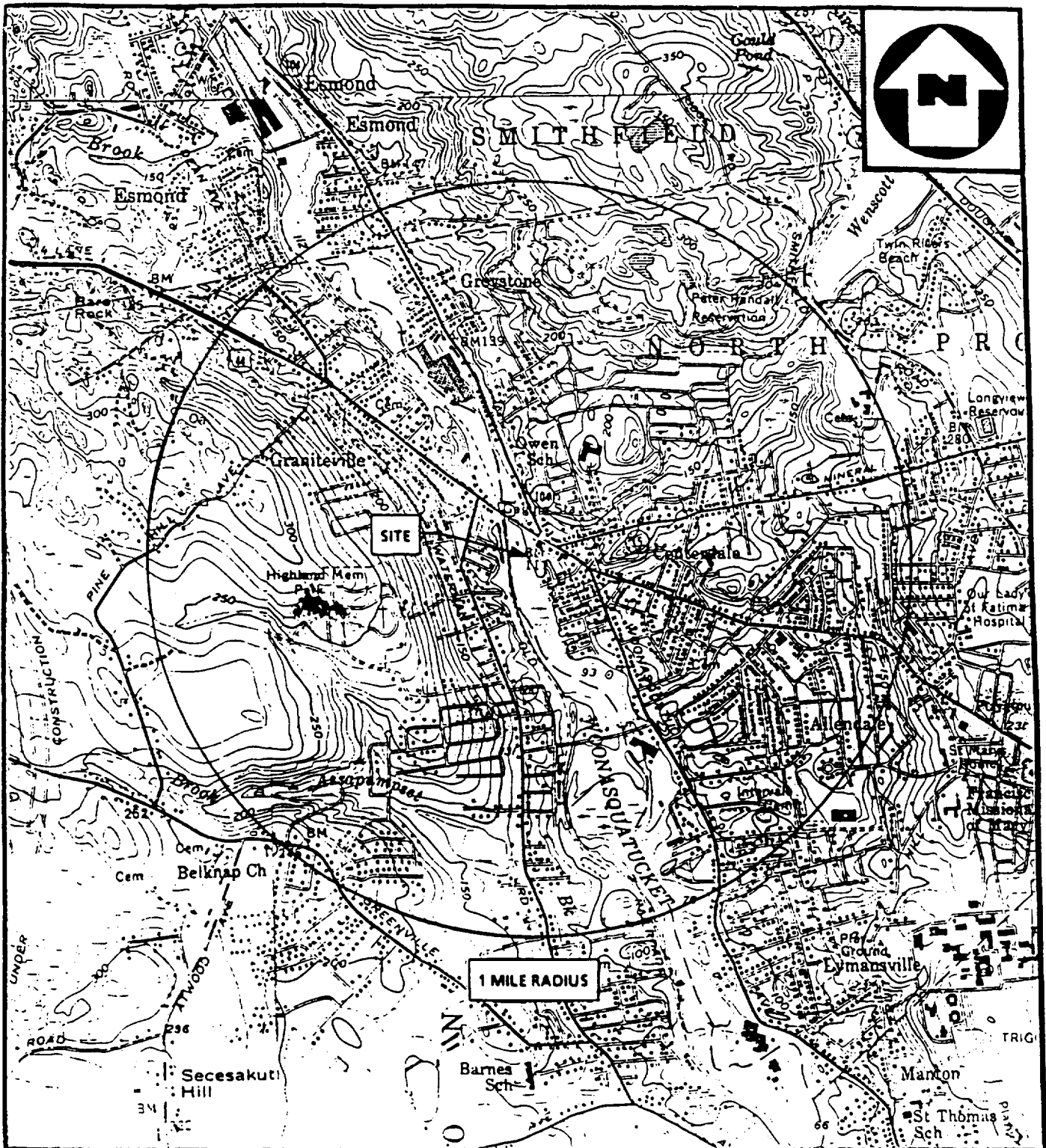
SITE DESCRIPTION

Centredale Manor is a high-rise apartment building for elderly and handicapped residents located on Route 44 in the Centredale section of North Providence, Rhode Island (Figure 1). The property is identified as Plat 14, Lot 250 in the Land Evidence Records of North Providence, Rhode Island (Getz, 1988).

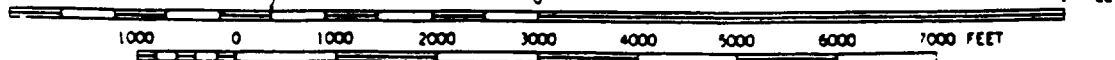
The property is approximately 8 to 10 acres in size. The high-rise building and several paved parking areas comprise 75 percent of this area; the remaining 25 percent is covered with grass and trees. The property is bordered to the north by Brook Village, also a high-rise residence for the elderly. To the east are a row of trees and behind the trees is a drainage channel. Across this drainage channel is a residential area. To the south is a wooded area and to the west is the Woonasquatucket River (NUS/FIT, 1990; Figure 2). The Woonasquatucket River and the drainage channel converge behind the wooded area to the south. Access to the property was unrestricted at the time of NUS/FIT field activities.

Various industries are located within 1 mile upstream along the Woonasquatucket River and the drainage channel. According to RI DEM, several of these industries are currently under investigation as they have been identified as potential sources of contamination to the Woonasquatucket River and the drainage channel (Golonka, 1990a).

000400



BASE MAP IS A PORTION OF THE FOLLOWING 7.5' U.S.G.S. QUADRANGLE(S):
 PROVIDENCE, R.I., 1957, PHOTOREVISED 1970 AND 1975; NORTH SCITUATE, R.I., 1955, PHOTOREVISED
 1970 AND 1975; PAWTUCKET, R.I.-MASS., 1949, PHOTOREVISED 1970 AND 1975; GEORGIATOWN, R.I.,
 1954, PHOTOREVISED 1970 AND 1975



QUADRANGLE LOCATION

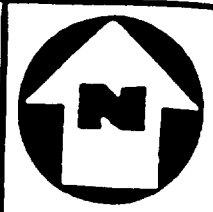
LOCATION MAP

CENTREDALE MANOR 000491

NORTH PROVIDENCE, RHODE ISLAND

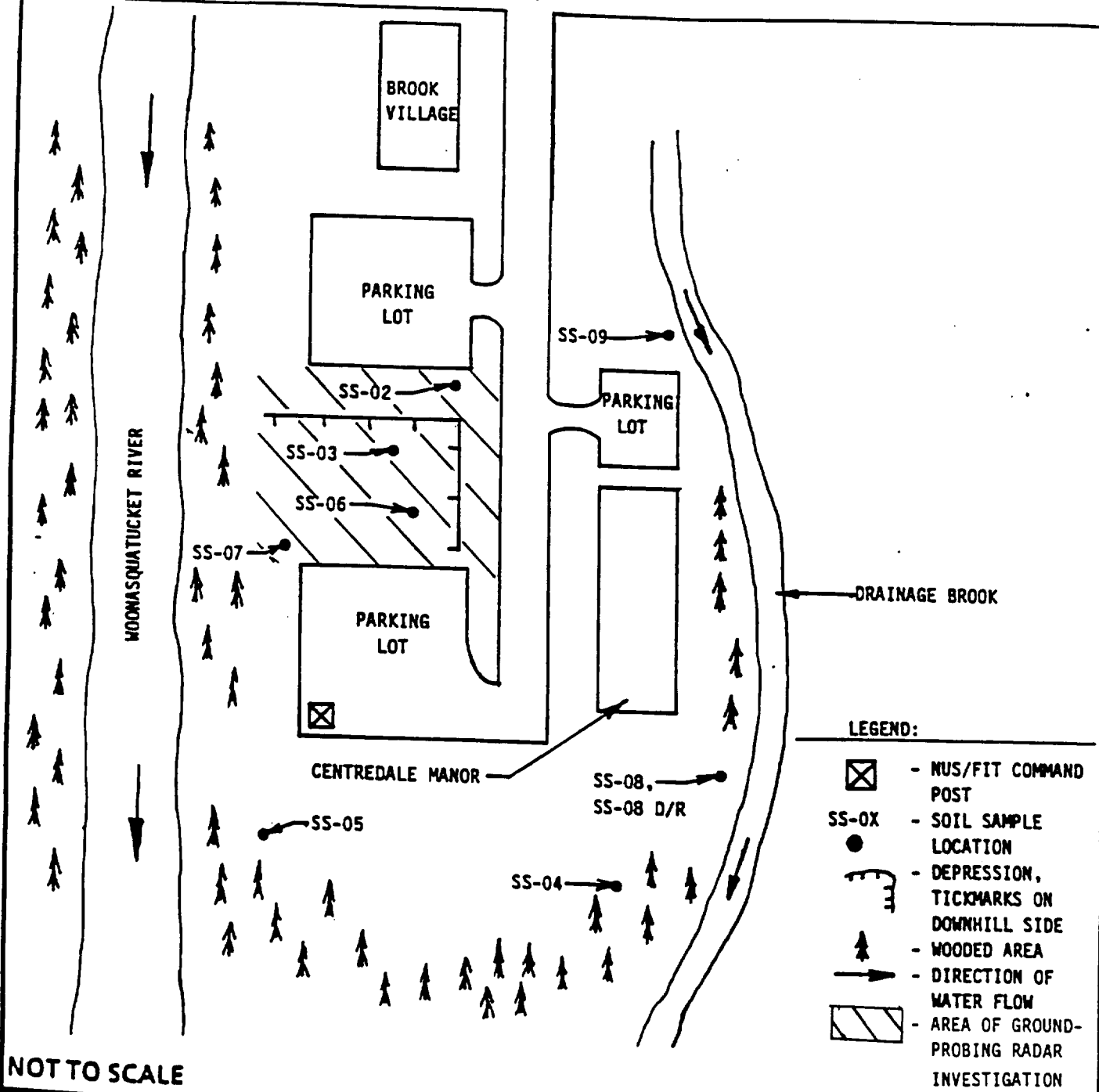


FIGURE 1



ROUTE 44 WEST

ROUTE 44 EAST



NOT TO SCALE

SITE SKETCH

CENTREDALE MANOR

NORTH PROVIDENCE, RHODE ISLAND

000402



FIGURE 2

SITE ACTIVITY/HISTORY

According to the land records in the town of North Providence, the property on which Centredale Manor is located had been owned by Mr. Joseph Buonanno since 1943 when it was purchased from Mr. Henry E. Sweet. The property was owned by Mr. Buonanno and Mr. Edward Ricci until 1982, when it was purchased by Centredale Manor Associates (Leo, 1981). Centredale Manor was constructed and the building opened in 1982. The property is managed by Marshall Properties of Rumford, Rhode Island.

In the 1930s, a textile mill, Centredale Worsted, occupied this location. From the 1940s to the late 1960s or early 1970s two chemical companies; Crown Chemical Company then Metro-Atlantic Chemical Company operated at this location (Golonka, 1990b). State file information indicated that the Metro-Atlantic Chemical Company was a barrel reclamation factory; however, the file information did not document the activities of Crown Chemical Company. When the Metro-Atlantic Chemical Company closed, unsold barrels were buried throughout the property and along the banks of the Woonasquatucket River (Miller, 1982). Rusted debris, possibly remnants of barrels, was noted in the wooded area to the south on the property (NUS/FIT, 1990). Numerous complaints from residents in the vicinity of the property alleged that bluish-white smoke was emitting from drums on the site. Subsequent investigations by the RI DEM confirmed these allegations and documented the presence of several hundred 55-gallon drums throughout the property. Sometime in the early 1970s, the building on the property which housed the textile industry and the chemical companies was burned and demolished (Cerroni, 1978).

A chronological history of inspections and studies of the property, based upon information available in RI DEM files, is presented below:

- o May 6, 1970 - Rhode Island Department of Health (RI DOH) responded to a complaint by a nearby resident of an odor coming from the Crown Chemical Company (RI DOH, 1970a).
- o July 27, 1970 - RI DOH responded to a complaint of smoke coming from the Crown Chemical Company (RI DOH, 1970b).
- o October 26, 1977 - RI DOH responded to a complaint by a nearby resident of fumes emitting from "chemicals" allegedly buried at the site (RI DOH, 1977a).
- o October 27, 1977 - RI DOH conducted an inspection of the area after receiving another complaint of smoking barrels (RI DOH, 1977b).
- o November 1, 1977 - RI DOH conducted an investigation of the old Crown Chemical Company site and observed smoke coming from ruptured barrels. Approximately 50 to 60 barrels were deposited over a wide swampy area. The exact location of the swampy area could not be found in available file information (RI DOH, 1977c).
- o November 10, 1977 - RI DOH conducted an inspection of the old Crown Chemical Company site after receiving a complaint that Acme Services only removed several barrels from the waterway that flows to the Woonasquatucket River; however, they failed to remove the approximately 200 barrels that remained in the swampy area (RI DOH, 1977d).
- o December 12, 1979 - The Rhode Island Department of Environmental Management (RI DEM) conducted an investigation of the property and found an unspecified number of 55-gallon drums scattered throughout the property (RI DEM, 1979).
- o November 24, 1980 - RI DEM investigated an anonymous complaint that Metro-Atlantic Chemical Company previously dumped barrels on the property (RI DEM, 1980).

- o December 10, 1980 - RI DEM conducted an inspection of the property. During the inspection it was discovered that approximately 100-150 barrels were scattered along the bank of the Woonasquatucket River (Leo, 1980).
- o March 17, 1981 - RI DEM inventoried 600 exposed barrels found on the property of which 161 were checked to ascertain the nature of their contents, either liquid or solid (RI DEM, 1981b).
- o October 16, 1981 - RI DEM conducted an inspection with Marshall Contractors, Inc. and The Robinson Green Beretta Corporation who were in the process of conducting a feasibility study for a high-rise building on the site. It was recommended that all the drums be removed from the site (RI DEM, 1981a).
- o November 23, 1981 - RI DEM issued a Notice of Violation and Order to the property owners, Joseph Buonanno and Edward Ricci, for violations of the Hazardous Waste Management Act (RI DEM, 1981c).
- o January 18, 1982 - RI DEM reviewed The Robinson Green Beretta Corporation's Request for Fresh Water Wetlands Applicability Determination and concluded that a permit to alter fresh water wetlands was not required (RI DEM, 1982a).
- o February 1, 1982 - A meeting was conducted to determine the procedures to be utilized for the removal of "Solid Waste" for the Centredale Manor project (Marshall Contractors, Inc. 1982)
- o February 2, 1982 - Ten soil samples were collected by the Guild Drilling Company at the former Metro-Atlantic Chemical Company site (RI DEM, No Date).
- o February 11, 1982 - The results of soil quality analyses performed on samples obtained from the proposed Centredale Manor site were presented in a report submitted by Goldberg-Zoino & Associates, Inc. (GZA) (GZA, 1982).
- o February 22, 1982 - Removal of the drums was initiated by Marshall's Properties subcontractor, C. Pezza & Sons, under the supervision of both GZA and the RI DEM. The removal of about 300-400 55-gallon drums was accomplished in 4 days. Empty and non-hazardous drums were crushed and sent to a solid waste facility for disposal. The remaining drums were kept in a secure area to await determination as to whether their contents were hazardous or not. A total of eight samples were collected for analysis (RI DEM, No Date).
- o February 26, 1982 - The contents of the barrels and drums located at the old Metro-Atlantic Chemical site were determined to be non-hazardous (Leo, 1982).
- o June 2, 1982 - The drums that were kept in the secure area were removed from the site by Jet-Line Services (RI DEM, 1982b).
- o May 2, 1983 - RI DEM investigated an anonymous complaint of exposed barrels at the Centredale Manor location (RI DEM, 1983).
- o March 24, 1986 - A ground-probing radar survey was conducted by Geo-Centers, Inc. to locate any buried storage tanks that might have existed on the property (Cimon, 1986).
- o June 9, 1986 - A perimeter survey of Centredale Manor was conducted by NUS Corporation (NUS/FIT, 1986).

000434

- o March 27, 1990 - An onsite reconnaissance and soil sampling activities were conducted by NUS/FIT (NUS/FIT, 1990).

ENVIRONMENTAL SETTING

Centredale Manor is located in North Providence, Providence County, Rhode Island. The property is basically flat with a slight downgrade to the south. Extensive landscaping and fill material are prevalent throughout the property. At the time of the NUS/FIT onsite reconnaissance, the property was dry; however, it is reported that areas to the west and south of the onsite building flood during times of high water (Golonka, 1990a). The land use in the area is primarily residential and commercial.

Shallow overburden borings performed by GZA in 1982 indicated that the overburden in the vicinity of the site is composed of stratified glacial outwash deposits consisting of fine to coarse sand and silt (NUS/FIT, 1986). Within the Woonasquatucket River Valley, boring logs within 2,000 feet of the site indicate an overburden thickness of 10 to 25 feet (Bierschenk, 1957).

The bedrock in this area is the Quinville quartzite which is characterized by bluish-gray to light-gray, medium grained, massive to thin settled quartzite with interbedded greenish quartzmica schists (RI WRCB, 1959).

The depth to bedrock in this area varies from 10 to 25 feet (Bierschenk, 1957). The depth to groundwater was approximately 2 feet in the areas where fill material was not used (NUS/FIT, 1990). Based on surface topography, the direction of flow of groundwater in the overburden was south-southwest (NUS/FIT, 1990).

Towns located within a 4-mile radius of the facility include Providence, Lincoln, and Johnston. A total of approximately 14,987 people utilize groundwater from private wells for drinking water in towns located within a 4-mile radius of Centredale Manor (NWWA, 1986).

The following table lists those towns which have residents relying on private wells for drinking water within 4-miles of Centredale Manor. Please note that the populations indicated are based upon 1980 U.S. Census Bureau information. The population figures correspond to ZIP Code boundaries, which do not necessarily coincide with town boundaries. Therefore, ZIP Code populations do not necessarily equal town populations. For this report, the distinction between people residing inside the 4-mile radius versus those residing outside the radius--but within the ZIP Code area--has not been made.

PRIVATE WELL USERS

<u>TOWN</u>	<u>ZIP CODE</u>	<u>1980 ZIP CODE POPULATION</u>	<u>APPROXIMATE POPULATION SERVED BY PRIVATE WELLS</u>
Providence	02901-20	342,084	8,620
Johnston	02919	24,254	4,224
Lincoln	02865	13,186	2,143

Total population served = 14,987

(NWWA, 1986)

The Scituate Reservoir, which is not located along a potential surface water pathway from Centredale Manor, is the primary source of potable water for these towns (Round, 1986; Wolfe, 1990).

The nearest surface water body is the Woonasquatucket River which borders the property. Surface water runoff would be to the southwest toward the river. The river is not used for recreation (Round,

000495

1986). There are wetlands located along the Woonasquatucket within 1-mile of the property. The Woonasquatucket River flows southeast into the Providence River approximately 6 downstream miles from the property (USGS, 1975d; 1975e; 1979). The Providence River then flows south approximately 8 miles to the Narragansett Bay. The Providence River and Narragansett Bay are used for boating. The Providence River fits the definition of a "National Estuary Program Sensitive Area" because it supports critical life stages of key estuarine species (Glennon, 1988). The drainage channel and the Woonasquatucket River converge along the edge of the property behind the wooded area to the south (NUS/FIT, 1990).

RESULTS

In February 1982, a subcontractor (Guild Drilling), under the supervision of Goldberg, Zoino and Associates, Inc. (GZA) and the RI DEM collected two soil samples of fill material and eight composite samples from drums which contained chemical residues (Attachment A). All analytical work was performed by the Rhode Island Analytical Laboratories, Inc. (RIAL). Chloroform, toluene, trichloroethylene and bis(2-ethylhexyl)phthalate were detected at concentrations below 5.1 parts per billion (ppb) in these soil samples. Barium was detected at 0.5 parts per million (ppm) (GZA, 1982).

The analysis of the composited contents of the drums indicated the presence of xylene at 47,000 ppm, toluene at 5,500 ppm, ethyl benzene at 7,100 ppm, cadmium at 0.23 ppm, chromium at 0.39 ppm, lead at 2.1 ppm and silver at 0.21 ppm in the composite samples (GZA, 1982).

NUS/FIT personnel collected ten soil samples on March 27, 1990, including one blank, one duplicate/replicate, and one background (Table 1; Figure 2). During field activities, the photoionization detector did not register any elevated concentrations in the ambient air.

All samples were collected and analyzed through the Contract Laboratory Program for volatile and extractable organic compounds (includes semi-volatile and pesticide/PCB compounds) and inorganic elements. However, SS-01, the soil blank, was collected for analysis of volatile and extractable organic compounds only. The analytical results are available in Attachment B and are summarized in Table 2. Sample quantitation and detection limits are available in Attachment C.

Note that sample results qualified by a "J" on the analytical tables are considered approximate because of limitations identified during quality control review.

Table 2 summarizes compounds or elements which were identified in the samples and whose concentrations exceed 3 times the background (BKG) sample concentrations for that compound or element. Where the compound or element of interest was not identified in the background sample, it is listed in the table as either having a concentration exceeding 3 times the background quantitation limit (BKQL) or detection limit (BKDL). If the compound or element was detected in the sample but was not detected in the background sample and the sample concentration does not exceed 3 times the background detection/quantitation limit, the compound or element is described as being "detected".

A total of six volatile organic compounds were detected at concentrations ranging from 2 ppb to 360 ppb. Three of these compounds ranged from 11 times to 60 times the BKQL.

The highest concentration volatile organic compounds were identified in samples collected at sample location SS-04 located in the wooded area to the south. The concentrations of these compounds, methylene chloride, 1,2-dichloroethene, trichloroethene, and tetrachloroethene, ranged from 11 ppb to 360 ppb.

Thirty-four extractable organic compounds were detected in the samples collected at concentrations ranging from 24 ppb to 32,000 ppb. Twenty of these compounds ranged from 3 to 133 times the BKG

TABLE 1
Sample Summary: Centredale Manor
Samples Collected by NUS/FIT on March 28, 1990

<u>Sample Location No.</u>	<u>NUS Sample #/ Traffic Report #</u>	<u>Time(hrs)</u>	<u>Remarks</u>	<u>Sample Source</u>
Soil Matrix:				
SS-01	23741 AR 420	1115	Grab	Blank for quality control purposes
SS-02	23742 AR 421 MAM 970	1025	Grab depth 6"	244 ft NW and across road from NW corner of building
SS-03	23743 AR 422 MAM 969	1038	Grab depth 10"	123 ft SW from SS-02
SS-04	23744 AR 423 MAM 968	1215	Grab depth 12"	269 ft S from SW corner of building
SS-05	23745 AR 424 MAM 967	1230	Grab depth 12"	130 ft W from SS-04
SS-06	23746 AR 425 MAM 966	1105	Grab depth 12"	125 ft SSE from SS-03
SS-07	23747 AR 426 MAM 965	1115	Grab depth 16"	74 ft SW from SS-06
SS-08	23748 AR 427 MAM 964	1200	Grab depth 18"	86 ft SE from SE corner of building
SS-08 D/R	23749 AR 428 MAM 963	1200	Grab depth 18"	86 ft SE from SE corner of building
SS-09	23750 AR 429 MAM 962	1300	Composite depth 14"	135 ft E of SS-02 Background sample for quality control purposes

AR = Prefix for organic traffic report

MAM = Prefix for inorganic traffic report

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Table 2
Sample Results Summary Table
Centredale Manor
Samples Collected March 28, 1990

<u>Location</u>	<u>Compound/ Element</u>	<u>Concentration</u>	<u>Attachment/ Table</u>	<u>Comment</u>
SS-02	Nitrobenzene	320 J ppb	B/2	Detected
	1,2,4, Trichlorobenzene	270 J ppb	B/2	Detected
	4-Chloroaniline	32,000 ppb	B/2	> 39 times BKQL
	Dimethylphthalate	100 J ppb	B/2	Detected
	Di-n-butylphthalate	630 J ppb	B/2	> 13 times BKG
	Butylbenzylphthalate	1,100 J ppb	B/2	Detected
	Pyrene	1,700 J ppb	B/2	> 9 times BKG
	bis (2-Ethylhexyl) phthalate	15,000 J ppb	B/2	> 18 times BKQL
	Heptachlor epoxide	370 J ppb	B/2	> 18 times BKQL
	Dieldrin	640 J ppb	B/2	16 times BKQL
	4,4' - DDD	1,000 J ppb	B/2	25 times BKQL
	Mercury	2 J ppm	B/3	> 14 times BKG
	Cadmium	4.8 ppm	B/3	Detected
SS-03	Anthracene	56 J ppb	B/2	Detected
	Fluoranthene	500 J ppb	B/2	> 3 times BKG
	Pyrene	560 J ppb	B/2	> 3 times BKG
	Benzo (a) anthracene	300 J ppb	B/2	3 times BKG
	Chrysene	370 J ppb	B/2	> 3 times BKG
	Benzo (b) fluoranthene	350 J ppb	B/2	Detected
	Benzo (k) fluoranthene	260 J ppb	B/2	Detected
	Benzo (a) pyrene	320 J ppb	B/2	Detected
	Indeno (1,2,3-cd) pyrene	180 J ppb	B/2	Detected
	Benzo (g,h,i) perylene	220 J ppb	B/2	Detected
	Heptachlor epoxide	130 J ppb	B/2	> 6 times BKQL
	Dieldrin	140 ppb	B/2	> 3 times BKQL
	Aroclor-1254	2,100 ppb	B/2	> 4 times BKG
SS-04	Methylene Chloride	11 J ppb	B/1	Detected
	1,2-Dichloroethene	69 ppb	B/1	> 11 times BKQL
	Trichloroethene	99 ppb	B/1	> 16 times BKQL
	Tetrachloroethene	360 ppb	B/1	60 times BKQL
	Benzoic Acid	86 J ppb	B/2	Detected
	1,2,4-Trichlorobenzene	290 J ppb	B/2	Detected
	2,4,5-Trichlorophenol	990 J ppb	B/2	Detected
	Di-n-butylphthalate	340 J ppb	B/2	> 7 times BKG
	Butylbenzylphthalate	190 J ppb	B/2	Detected
	bis (2-Ethylhexyl) phthalate	2,300 J ppb	B/2	Detected
	Benzo (b) fluoranthene	150 J ppb	B/2	Detected
	Benzo (k) fluoranthene	110 J ppb	B/2	Detected
	Benzo (a) pyrene	130 J ppb	B/2	Detected
	Dieldrin	2,800 J ppb	B/2	70 times BKQL
	Aroclor-1242	7,500 J ppb	B/2	> 8 times BKG
	Aroclor-1254	25,000 J ppb	B/2	> 52 times BKG
	Chromium	192 J ppm	B/3	> 9 times BKG

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Table 2 (continued)
Sample Results Summary Table
Centredale Manor
Samples Collected March 28, 1990

<u>Location</u>	<u>Compound/ Element</u>	<u>Concentration</u>	<u>Attachment/ Table</u>	<u>Comment</u>
SS-04 (Continued)	Copper	213 J ppm	B/3	> 9 times BKG
	Mercury	1.6 J ppm	B/3	> 11 times BKG
	Sodium	2,600 ppm	B/3	> 4 times BKG
	Arsenic	11.3 ppm	B/3	> 3 times BKG
	Cadmium	19.3 ppm	B/3	> 8 times BKDL
SS-05	2-Butanone	26 ppb	B/1	Detected
	Benzene	6 J ppb	B/1	Detected
	2-Methylphenol	130 J ppb	B/2	Detected
	Benzoic acid	120 J ppb	B/2	Detected
	Naphthalene	470 J ppb	B/2	Detected
	2-Methylnaphthalene	850 J ppb	B/2	Detected
	Acenaphthylene	440 J ppb	B/2	Detected
	Acenaphthene	1,900 ppb	B/2	Detected
	Dibenzofuran	1,500 ppb	B/2	Detected
	Fluorene	3,100 ppb	B/2	> 3 times BKQL
	Phenanthrene	16,000 ppb	B/2	> 133 times BKG
	Anthracene	3,300 ppb	B/2	> 4 times BKQL
	Fluoranthene	11,000 ppb	B/2	> 73 times BKG
	Pyrene	8,900 J ppb	B/2	> 49 times BKG
	Benzo (a) anthracene	8,900 ppb	B/2	89 times BKG
	Chrysene	7,500 ppb	B/2	> 62 times BKG
	Benzo (b) fluoranthene	5,400 ppb	B/2	> 6 times BKQL
	Benzo (k) fluoranthene	11,000 ppb	B/2	> 13 times BKQL
	Benzo (a) pyrene	6,100 ppb	B/2	> 7 times BKQL
	Indeno (1,2,3-cd) pyrene	3,500 ppb	B/2	> 4 times BKQL
	Dibenz (a, h) anthracene	1,300 ppb	B/2	Detected
	Benzo (g,h,i) perylene	3,900 ppb	B/2	> 4 times BKQL
	Endosulfan II	24 J ppb	B/2	Detected
	Chromium	107 J ppm	B/3	> 5 times BKG
SS-06	Nitrobenzene	70 J ppb	B/2	Detected
	Dieldrin	94 ppb	B/2	Detected
SS-07	Methylene Chloride	2 J ppb	B/1	Detected
	Benzo (b) fluoranthene	270 J ppb	B/2	Detected
	Benzo (k) fluoranthene	280 J ppb	B/2	Detected
	Benzo (a) pyrene	270 J ppb	B/2	Detected
SS-08D	Pentachlorophenol	430 J ppb	B/2	Detected

BKG - Background concentration

BKDL - Background sample detection limit

BKQL - Background sample quantitation limit

ppm - Parts per million

ppb - Parts per billion

"Detected" - Compound or element was not detected in background sample and concentration was less than 3 times the background quantitation or detection limit

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or BKQL. These extractable compounds included polycyclic aromatic hydrocarbons (PAHs) and phthalates.

The compound 4-chloroaniline was detected at a concentration of 32,000 ppb in the sample collected at SS-02. This compound is commonly found in dyes used in textiles mills, similar to the one that occupied the property in the 1930s (Montgomery, 1990).

The results of the organic analyses indicates that polychlorinated biphenyls (PCBs), Aroclors-1242 and Aroclors-1254, were present at several locations on the property. It should be noted that PCBs (Aroclors-1242 and Aroclors-1254) were detected in the background sample from SS-09 at concentrations of 890 ppb and 480 ppb respectively. Because of their presence in the background sample, the identification of PCBs at several other sample locations is not indicated on Table 2; however, analytical results show that PCBs, ranging from 240 ppb to 25,000 ppb were detected at every sample location except SS-01 (blank sample) and SS-02. The highest concentrations were identified in the sample collected at SS-04, located in the wooded area to the south. It was also reported by RI DEM during an inspection of barrels located on the old Metro-Atlantic Chemical property that one drum, which contained liquid, was labeled "Mousanto Aracolor. 1221" [sic] (Leo, 1980).

Three pesticides, heptachlor epoxide, dieldrin, and 4,4'-DDD were identified in samples collected at locations SS-02, SS-03, SS-04, and SS-06. These concentrations ranged from 94 ppb to 2,800 ppb.

Six inorganic elements were detected in the samples collected in concentrations ranging from 1.6 ppm to 2,600 ppm. These concentrations ranged from 3 to 11 times the BKG or BKDL. The elements detected included cadmium, mercury, arsenic, chromium, copper, and sodium.

SUMMARY

Centredale Manor is a high-rise apartment building for elderly and handicapped residents located on Route 44 in the Centredale section of North Providence, Rhode Island. Prior to the construction of the high-rise building in 1982, the property was occupied by two chemical companies from the 1940s to the late 1960s or early 1970s; Crown Chemical Company and Metro-Atlantic Chemical Company. Previous to the chemical companies, a textile firm occupied the lot. The property is approximately 8 to 10 acres in size.

The Metro-Atlantic Chemical Company was reportedly a barrel reclamation factory; information regarding Crown Chemical activities are unknown. From 1970 to 1982 numerous inspections by RI DOH and DEM documented the presence of approximately 600 drums throughout the property.

In 1982, it was reported that 300 to 400 drums were removed by C. Pezza & Sons. At that time, samples of residues from the drums and soil samples were collected. The analysis indicated the presence of xylene at 47,000 ppm, toluene at 5,500 ppm, ethyl benzene at 7,100 ppm, cadmium at 0.23 ppm, chromium at 0.39 ppm, lead at 2.1 ppm and silver at 0.21 ppm in the composite samples (GZA, 1982).

NUS/FIT collected soil samples in March 1990. Analysis of these samples detected six volatile organic compounds at 11 to 60 times the background quantitation limit. The compounds ranged from 2 ppb for methylene chloride to 360 ppb for tetrachloroethene. Twenty-eight semi-volatile compounds were detected ranging from 56 ppb for anthracene to 32,000 ppb for 4-chloroaniline or 3 to 133 times the background or background quantitation limit. Polychlorinated biphenyl Aroclor 1254 was detected ranging from 2,100 ppb to 25,000 ppb or 4 to 52 times the background concentration. Four pesticides were found to range from 24 ppb for endosulfan II to 2,800 ppb for dieldrin or 3 to 70 times the background quantitation limit. Inorganic analysis detected six elements ranging from 2 ppm for mercury to 192 ppm for chromium or 3 to 11 times the background detection limit.

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Due to the detection of organic compounds and inorganic elements in surface soils, the potential for direct contact based on the current use of the property for elderly residences, existing private wells in towns within 4 miles and the "National Estuary Program Sensitive Area" designation of the Providence River, NUS/FIT recommends that a Listing Site Investigation be conducted.

Submitted By:


Peter A. Golonka
Project Manager

Approval: 
Robert Jubach
FIT Office Manager

PAG:ib

000501

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LIST OF ATTACHMENTS

ATTACHMENT A

SAMPLING RESULTS

R.I. ANALYTICAL LABORATORIES, INC. FOR GOLDBERG ZOINO &
ASSOCIATES: CENTREDALE MANOR 2/2/1982 AND 3/4/1982

ATTACHMENT B

ANALYTICAL RESULTS

SOIL SAMPLES COLLECTED BY NUS/FIT, MARCH 28, 1990

TABLE 1: CLP Volatile Organic Analysis
TABLE 2: CLP Extractable Organic Analysis
TABLE 3: CLP Inorganic Analysis

ATTACHMENT C

TABLE 1: CLP Volatile Organic Analysis
Sample Quantitation Limits
TABLE 2: CLP Extractable Organic Analysis
Sample Quantitation Limits
TABLE 3: CLP Inorganic Analysis
Sample Quantitation Limits

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ATTACHMENT A

SAMPLING RESULTS

R.I. ANALYTICAL LABORATORIES, INC.
FOR
GOLDBERG ZOINO & ASSOCIATES
CENTREDALE MANOR
2/2/1982 AND 3/4/1982

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R.I. Analytical Laboratories, Inc.

SPECIALIZING IN ENVIRONMENTAL ANALYSIS

231 ELM STREET
WARWICK, R. I. 02888

PHONE: (401) 467-2452

CERTIFICATE OF ANALYSIS

REPORT TO Goldberg Zoiano & Associates
293 South Main Street
Providence, RI 02903
Attn: Mr. Michael Powers

DATE RECEIVED 2/2/82
DATE REPORTED 2/10/82
PURCHASE ORDER NO. P-3227
R.I.A.L. INV. NO. 6015

SAMPLE DESCRIPTION Fill material from proposed Centerdale Manor
Soil removed from centerdale Manor

Per your request, subject sample has been analyzed by our laboratory with the following results:

<u>PARAMETER</u>	<u>RESULTS</u>
Volatile Organics:*	
Chloroform	3.4 ppb
Trichloroethylene	5.1 ppb
Toluene	2.6 ppb
Semivolatile Organics:*	
Acid Compounds	N.D.
Base/Neutral Compounds:	
Bis(2-ethylhexyl)phthalate	1.3 ppb
Arsenic	<0.01 mg/l
Barium	0.5 mg/l
Cadmium	<0.005 mg/l
Total Chromium	<0.05 mg/l
Lead	<0.1 mg/l
Mercury	<0.0005 mg/l
Silver	<0.01 mg/l
Selenium	<0.01 mg/l

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Goldberg Zoiano & Associates
Certificate of Analysis
February 10, 1982
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- * A list of volatile organic and semivolatile organic compounds and their detection limits is enclosed.

Note: As you requested, all above parameters were performed on an extract from the EP Toxicity Procedure, in accordance with Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, U. S. EPA, SW-846, 1980.

If you have any questions regarding this work or if we may be of further assistance, please contact us.

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R.I. Analytical Laboratories, Inc.

SPECIALIZING IN ENVIRONMENTAL ANALYSIS

231 ELM STREET
WARWICK, R. I. 02888

PHONE: (401) 467-2452

CERTIFICATE OF ANALYSIS

REPORT TO Goldberg Zoino & Assocs.
293 South Main Street
Providence, RI 02903
Attn: Mr. Mike Sherrill

DATE RECEIVED 3/4/82
DATE REPORTED 3/22/82
PURCHASE ORDER NO. _____
R.I.A.L. INV. NO. 6140

SAMPLE DESCRIPTION Samples from Centerdale Manor, N. Prov., RI

Per your request, subject samples have been analyzed by our laboratory with the following results:

<u>SAMPLE</u>	<u>PARAMETER</u>	<u>RESULTS</u>
#12	pH	1.1
	Sulfate (as SO ₄)	<50 mg/l
	EP Toxicity; (no extraction)	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	0.23 "
	T. Chromium	0.39 "
	Lead	0.3 "
	Mercury	<0.001 "
	Silver	0.21 "
	Selenium	<0.5 "
	#65	pH
T. Cyanide		<1 mg/l
EP Toxicity; (no extraction)		
Arsenic		<0.5 mg/l
Barium		<0.5 "
Cadmium		<0.01 "
T. Chromium		<0.1 "
Lead		1.2 "
Mercury		<0.001 "
Silver		<0.05 "

000509

Certificate of Analysis
 Goldberg Zoino & Assocs.
 March 22, 1982
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<u>SAMPLE</u>	<u>PARAMETER</u>	<u>RESULTS</u>
Composite 61,71,72 & 57	Flash Point	>140°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	<0.01 "
	T. Chromium	<0.1 "
	Lead	<0.1 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics;	
	All compounds	N.D.
Composite 62A & 62B	Flash Point	>140°F
	Volatile Organics;	
	toluene	196 ppm
	all other compounds	N.D.
Composite 64,74,59 & 73	Flash Point (sam.#64)	106°F
	Flash Point (sam.#59)	128°F
	Flash Point (sam.#73 &74)	>140°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	<0.01 "
	T. Chromium	<0.1 "
	Lead	0.1 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics	
	xylene	13,600 ppm
	ethyl benzene	180 ppm
	all other compounds	N.D.

Certificate of Analysis
Goldberg Zoino & Assocs.
March 22, 1982
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<u>SAMPLE</u>	<u>PARAMETER</u>	<u>RESULTS</u>
Composite 55 & 56	Flash Point (sam. #55)	72°F
	Flash Point (sam. #56)	82°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	<0.01 "
	T. Chromium	<0.1 "
	Lead	2.0 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics;	
	toluene	5,500 ppm
	xylene	47,000 ppm
	ethyl benzene	7,100 ppm
Composite 63,66,67,68	all other compounds	N.D.
	Flash Point	>140°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	0.23 "
	T. Chromium	<0.1 "
	Lead	<0.1 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics;	
	xylene	690 ppm
	ethyl benzene	1,100 ppm
	all other compounds	N.D.
Composite 25,31,36,50 53,58 & 60	Flash Point	>140°F
	EP Toxicity;	
	Arsenic	<0.5 mg/l
	Barium	<0.5 "
	Cadmium	0.13 "
	T. Chromium	<0.1 "
	Lead	2.1 "
	Mercury	<0.001 "
	Silver	<0.05 "
	Selenium	<0.5 "
	Volatile Organics;	
	xylene	690 ppm
	ethyl benzene	1,100 ppm
	all other compounds	N.D.
	Flash Point	>140°F

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LP 50

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Certificate of Analysis
Goldberg Zóino & Assocs.
March 22, 1982
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Note: A list of volatile organic compounds tested for and their detection limits is attached.

Metal analyses performed in accordance with "Characteristic of EP Toxicity", Federal Register, Vol. 45, No. 98, Monday, May 19, 1980, Rules and Regulations.

If you have any question regarding this work or if we may be of further assistance, please contact us.

000512

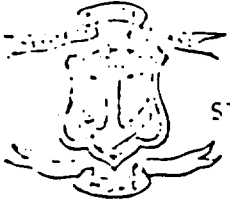
VOLATILE ORGANIC POLLUTANTS

COMPOUND

methylene chloride
trichlorofluoromethane
1,1-dichloroethylene
1,1-dichloroethane
trans-1,2-dichloroethylene
chloroform
1,2-dichloroethane
1,1,1-trichloroethane
carbon tetra chloride
bromodichloromethane
1,2-dichloropropane
trans-1,3-dichloropropene
trichloroethylene
dibromochloromethane
cis-1,3 dichloropropene
1,1,2-trichloroethane
benzene
bromoform
tetrachloroethylene
1,1,2,2-tetrachloroethane
toluene
chlorobenzene
ethylbenzene
xylene

Detection limit: 100 ppm

600513



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
75 Davis Street 204 Cannon Building
Providence, R. I. 02908

17 February 1982

Mr. William R. Lund
Marshall Contractors, Inc.
75 Newman Avenue
Rumford, RI 02916

Dear Sir:

Based on analysis #6015 from Rhode Island Analytical Laboratory, the fill material which will be removed from the Centerdale Manor is a non-toxic material.

This material, however, is not clean fill and as such will have to be handled as a solid waste material at a properly permitted solid waste facility of your choice. This material cannot be used as clean fill.

If you have any other question concerning this or any other matter, please feel free to call me at 277-2797.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "John P. Leo".

John P. Leo, Engineer
Division of Air and Hazardous Materials

JPL/km

000514

ATTACHMENT B

ANALYTICAL RESULTS
SOIL SAMPLES COLLECTED BY NUS/FIT, MARCH 28, 1990

TABLE 1: CLP Volatile Organic Analysis
TABLE 2: CLP Extractable Organic Analysis
TABLE 3: CLP Inorganic Analysis

CENTREDALE MANOR
MARCH 28, 1990
CLP VOLATILE ORGANIC ANALYSIS
SOIL ANALYTICAL RESULTS (ug/Kg)

Sample Location	SS-01	SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number	23741	23742	23743	23744	23745	23746	23747	23748	23749	23750
Traffic Report Number	AR420	AR421	AR422	AR423	AR424	AR425	AR426	AR427	AR428	AR429
Remarks	BLANK								DUPLICATE	BACKGROUND
Sampling Date	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90
Analysis Date	05-APRIL-90	05-APRIL-90	05-APRIL-90	05-APRIL-90	05-APRIL-90	05-APRIL-90	05-APRIL-90	05-APRIL-90	05-APRIL-90	05-APRIL-90
VOLATILE ORGANIC COMPOUND										
Chloromethane										
Bromomethane										
Vinyl Chloride										
Chloroethane										
Methylene Chloride				11 J			2 J			
Acetone	16									
Carbon Disulfide										
1,1-Dichloroethene										
1,2-Dichloroethane										
1,2-Dichloroethene (Total)				69						
Chloroform										
1,2-Dichloroethane										
2-Butanone					26					
1,1,1-Trichloroethane										
Carbon Tetrachloride										
Vinyl Acetate										
1,1-Dibromodichloromethane										
1,2-Dichloropropane										
cis-1,3-Dichloropropene										
Trichloroethene				99						
Dibromochloromethane										
1,1,2-Trichloroethane										
Benzene					6 J					
trans-1,3-Dichloropropene										
Bromoform										
4-Methyl-2-pentanone										
2-Hexanone										
Tetrachloroethene				360						
1,1,2,2-Tetrachloroethane										
Toluene	14									
Chlorobenzene										
Ethylbenzene										
Styrene										
Xylene (Total)	10									
Total VOC Concentration (ug/Kg)	40			539 J	32 J		2 J			

A blank space indicates the volatile organic compound (VOC) was not detected.

Sample results are reported on a dry weight basis.

Quantitation is approximate due to limitations identified during the quality control review.

Sample Quantitation Limits for the compounds listed above are reported in Attachment C Table 1.

TABLE 2 PAGE 1 OF 3
CENTREDALE MANOR
MARCH 28, 1990
CLP EXTRACTABLE ORGANIC ANALYSIS
SOIL ANALYTICAL RESULTS (ug/Kg)

[illegible]

TABLE 2 PAGE 2 OF 3
CENTREDALE MANOR
MARCH 28, 1990
CLP EXTRACTABLE ORGANIC ANALYSIS
SOIL ANALYTICAL RESULTS (ug/Kg)

Sample Location	SS-01	SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number	23741	23742	23743	23744	23745	23746	23747	23748	23649	23750
Traffic Report Number	AR420	AR421	AR422	AR423	AR424	AR425	AR426	AR427	AR428	AR429
Remarks	BLANK								DUPLICATE	BACKGROUND
SEMI-VOLATILE COMPOUND										
3-Nitroaniline										
Acenaphthene					1900					
2,4-Dinitrophenol										
4-Nitrophenol										
Dibenzofuran					1500					
2,4-Dinitrotoluene										
Diethylphthalate										
4-Chlorophenyl-phenylether										
Fluorene					3100					
4-Nitroaniline										
4,6-Dinitro-2-methylphenol										
N-Nitrosodiphenylamine										
4-Bromophenyl-phenylether										
Hexachlorobenzene										
Pentachlorophenol									430 J	
Phenanthrene			290 J	160 J	16000		300 J			120 J
Anthracene			56 J		3300					
Di-n-butylphthalate		630 J	120 J	340 J		61				48 J
Fluoranthene		210 J	500 J	230 J	11000	190 J	410 J			150 J
Pyrene		1700 J	560 J	240 J	8900 J	180 J	380 J		110 J	180 J
Butylbenzylphthalate		1100 J		190 J						
3,3'-Dichlorobenzidine										
Benzo(a)anthracene			300 J	120 J	8900		250 J			100 J
Chrysene			370 J	160 J	7500		290 J			120 J
bis(2-Ethylhexyl)phthalate		15000 J		2300 J						
Di-n-octyl phthalate										
Benzo(b)fluoranthene			350 J	150 J	5400		270 J			
Benzo(k)fluoranthene			260 J	110 J	11000		280 J			
Benzo(a)pyrene			320 J	130 J	6100		270 J			
Indeno (1,2,3-cd)pyrene			180 J		3500					
Dibenz(a,h)anthracene					1300					
Benzo(g,h,i)perylene			220 J		3900					

TABLE 2 PAGE 3 OF 3
CENTREDALE MANOR
MARCH 28, 1990
CLP EXTRACTABLE ORGANIC ANALYSIS
SOIL ANALYTICAL RESULTS (ug/Kg)

Sample Location	SS-01	SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number	23741	23742	23743	23744	23745	23746	23747	23748	23749	23750
Traffic Report Number	AR420	AR421	AR422	AR423	AR424	AR425	AR426	AR427	AR428	AR429
Remarks	BLANK								DUPLICATE	BACKGROUND
Sampling Date	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90
Extraction Date	03-APRIL-90	03-APRIL-90	03-APRIL-90	03-APRIL-90	03-APRIL-90	03-APRIL-90	03-APRIL-90	03-APRIL-90	03-APRIL-90	
Analysis Date	26-APRIL-90	26-APRIL-90	26-APRIL-90	26-APRIL-90	26-APRIL-90	26-APRIL-90	26-APRIL-90	26-APRIL-90	26-APRIL-90	26-APRIL-90
PESTICIDE/PCB COMPOUND										
alpha-BHC										
beta-BHC										
delta-BHC										
gamma-BHC (Lindane)										
Heptachlor										
Aldrin										
Heptachlor epoxide		370 J	130 J							
Endosulfan I										
Dieldrin		640 J	140	2800 J		94				
4,4'-DDE										
Endrin										
Endosulfan II					24 J					
4,4'-DDD		1000 J								
Endosulfan sulfate										
4,4'-DDT										
Methoxychlor										
Endrin ketone										
alpha-Chlordane										
gamma-Chlordane										65 J
Toxaphene										
Aroclor-1016										
Aroclor-1221										
Aroclor-1232										
Aroclor-1242		1200 J	2200	7500 J		560	370			890
Aroclor-1248										
Aroclor-1254			2100	25000 J	460	1000	780	240 J	250 J	480
Aroclor-1260										

A blank space indicates the compound was not detected.

Sample results are reported on a dry weight basis.

J Quantitation is approximate due to limitations identified during the quality control review.

Sample Quantitation Limits for the compounds listed above are reported in Attachment C Table 2.

TABLE 3 PAGE 1 OF 1
CENTREDALE MANOR
MARCH 28, 1989
CLP INORGANIC ANALYSIS
SOIL ANALYTICAL RESULTS (mg/Kg)

Sample Location		SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number		23742	23743	23744	23745	23746	23747	23748	23749	23750
Traffic Report Number		MAM970	MAM969	MAM968	MAM967	MAM966	MAM965	MAM964	MAM963	MAM962
Remarks									DUPLICATE	BACKGROUND
INORGANIC ELEMENTS										
Aluminum	P	5790.00	7640.00	4350.00	4490.00	6920.00	4500.00	6180.00	6930.00	5770.00
Antimony	P		R	R	R	R	R	R	R	R
Arsenic	F	5.00	6.40	11.30	6.00	4.80	8.80	1.20	1.60 J	3.30
Barium	P	85.50	96.50	91.90	63.60	33.10	182.00	19.50	21.70	99.50
Beryllium	P		0.20 J		0.46 J	0.43 J	0.67 J	0.64 J	1.10	0.93
Cadmium	P	4.80		19.30						
Calcium	P	4300.00	2560.00	1620.00	1990.00	1380.00	2770.00	827.00	715.00	2240.00
Chromium	P	60.90 J	24.30 J	192.00 J	107.00 J	10.90 J	16.00 J	8.10 J	8.00 J	21.30 J
Cobalt	P									
Copper	P	54.90 J	49.30 J	213.00 J	29.90 J	20.70 J	43.70 J			21.50 J
Iron	P	14100.00	15800.00	17400.00	9300.00	9800.00	10200.00	8630.00	10100.00	14600.00
Lead	P	209.00	133.00	151.00	177.00	90.30	92.10	15.20	18.60	92.70
Magnesium	P	1190.00	1710.00	923.00	950.00	1010.00	661.00	768.00	817.00	653.00
Manganese	P	111.00 J	123.00 J	255.00 J	101.00 J	182.00 J	683.00 J	102.00 J	105.00 J	294.00 J
Mercury	CV	2.00 J	0.15 J	1.60 J	0.16 J	0.23 J	0.12 J			0.14 J
Nickel	P									
Potassium	P	681.00 J	764.00 J	791.00 J	343.00 J	694.00 J	515.00 J	362.00 J	420.00 J	490.00 J
Selenium	F									
Silver	P									
Sodium	P	507.00	545.00	2600.00	380.00	372.00	468.00	340.00	428.00	562.00
Thallium	F									
Vanadium	P	15.60	18.70	10.50	13.00	11.10	14.70	10.90	11.80	14.30
Zinc	P	194.00 J	222.00 J	197.00 J	213.00 J	73.10 J	121.00 J	38.60 J	44.40 J	505.00 J
Cyanide	C	NA	NA	NA	NA	NA	NA	NA	NA	NA

Analytical Method
F Furnace
P ICP/Flame AA
CV Cold Vapor
C Colorimetric

NOTE:

A blank space indicates the element was not detected.
Sample results are reported on a dry weight basis.
J Quantitation is approximate due to limitations identified in the quality control review.
R Value is rejected.
NA Not Analyzed

Sample Detection Limits for the elements listed above are reported in Attachment C Table 3.

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ATTACHMENT C

- TABLE 1: CLP Volatile Organic Analysis,
Sample Quantitation Limits
- TABLE 2: CLP Extractable Organic Analysis
Sample Quantitation Limits
- TABLE 3: CLP Inorganic Analysis
Sample Quantitation Limits

TABLE 1 PAGE 1 OF 1
CENTREDALE MANOR
MARCH 28, 1990
CLP VOLATILE ORGANIC ANALYSIS
SOIL SAMPLE QUANTITATION LIMITS (ug/Kg)

Sample Location	SS-01	SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number	23741	23742	23743	23744	23745	23746	23747	23748	23749	23750
Traffic Report Number	AR420	AR421	AR422	AR423	AR424	AR425	AR426	AR427	AR428	AR429
Remarks	BLANK								DUPLICATE	BACKGROUND
VOLATILE ORGANIC COMPOUND										
Chloromethane	10	11	12	69	14	12	13	14	14	12
Bromomethane	10	11	12	69	14	12	13	14	14	12
Vinyl Chloride	10	11	12	69	14	12	13	14	14	12
Chloroethane	10	11	12	69	14	12	13	14	14	12
Methylene Chloride	5	6	6	35	7	6	7	7	7	6
Acetone	10	11	21	69	110	13	32	29	29	12
Carbon Disulfide	5	6	6	35	7	6	7	7	7	6
1,1-Dichloroethene	5	6	6	35	7	6	7	7	7	6
1,1-Dichloroethane	5	6	6	35	7	6	7	7	7	6
1,2-Dichloroethene (Total)	5	6	6	35	7	6	7	7	7	6
Chloroform	5	6	6	35	7	6	7	7	7	6
1,2-Dichloroethane	5	6	6	35	7	6	7	7	7	6
2-Butanone	10	11	12	69	14	12	13	14	14	12
1,1,1-Trichloroethane	5	6	6	35	7	6	7	7	7	6
Carbon Tetrachloride	5	6	6	35	7	6	7	7	7	6
Vinyl Acetate	10	11	12	69	14	12	13	14	14	12
Bromodichloromethane	5	6	6	35	7	6	7	7	7	6
1,2-Dichloropropane	5	6	6	35	7	6	7	7	7	6
cis-1,3-Dichloropropene	5	6	6	35	7	6	7	7	7	6
Trichloroethene	5	6	6	35	7	6	7	7	7	6
Dibromochloromethane	5	6	6	35	7	6	7	7	7	6
1,1,2-Trichloroethane	5	6	6	35	7	6	7	7	7	6
Benzene	5	6	6	35	7	6	7	7	7	6
trans-1,3-Dichloropropene	5	6	6	35	7	6	7	7	7	6
Bromoform	5	6	6	35	7	6	7	7	7	6
4-Methyl-2-pentanone	10	11	12	69	14	12	13	14	14	12 UJ
2-Hexanone	10	11	12	69	14	12	13	14	14	12 UJ
Tetrachloroethene	5	6	6	35	7	6	7	7	7	6 UJ
1,1,2,2-Tetrachloroethane	5	6	6	35	7	6	7	7	7	6 UJ
Toluene	5	6	6	35	7	6	7	7	7	6 UJ
Chlorobenzene	5	6	6	35	7	6	7	7	7	6 UJ
Ethylbenzene	5	6	6	35	7	6	7	7	7	6 UJ
Styrene	5	6	6	35	7	6	7	7	7	6 UJ
Xylene (Total)	5	6	6	35	7	6	7	7	7	6 UJ

Sample Quantitation Limits are reported on a dry weight basis.

UJ Quantitation Limit is approximate due to limitations identified during the quality control review.

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TABLE 2 PAGE 1 OF 3
CENTREDALE MANOR
MARCH 28, 1990
CLP EXTRACTABLE ORGANIC ANALYSIS
SOIL SAMPLE QUANTITATION LIMITS (ug/Kg)

Sample Location	SS-01	SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number	23741	23742	23743	23744	23745	23746	23747	23748	23749	23750
Traffic Report Number	AR420	AR421	AR422	AR423	AR424	AR425	AR426	AR427	AR428	AR429
Remarks	BLANK								DUPLICATE	BACKGROUND
Sampling Date	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90	28-MARCH-90
Extraction Date	04-APRIL-90	04-APRIL-90	04-APRIL-90	04-APRIL-90	04-APRIL-90	04-APRIL-90	04-APRIL-90	04-APRIL-90	04-APRIL-90	04-APRIL-90
Analysis Date	10-APRIL-90	11-APRIL-90	11-APRIL-90	11-APRIL-90	11-APRIL-90	10-APRIL-90	11-APRIL-90	10-APRIL-90	10-APRIL-90	10-APRIL-90
SEMI-VOLATILE COMPOUND										
Phenol	670	740	800	920	900	770	870	890	940	810
bis (2-Chloroethyl) ether	670	740	800	920	900	770	870	890	940	810
2-Chlorophenol	670	740	800	920	900	770	870	890	940	810
1,3-Dichlorobenzene	670	740	800	920	900	770	870	890	940	810
1,4-Dichlorobenzene	670	740	800	920	900	770	870	890	940	810
Benzyl Alcohol	670	740	800	920	900	770	870	890	940	810
1,2-Dichlorobenzene	670	740	800	920	900	770	870	890	940	810
2-Methylphenol	670	740	800	920	900	770	870	890	940	810
bis (2-Chloroisopropyl) ether	670	740	800	920	900	770	870	890	940	810
4-Methylphenol	670	740	800	920	900	770	870	890	940	810
N-Nitroso-di-n-propylamine	670	740	800	920	900	770	870	890	940	810
Hexachloroethane	670	740	800	920	900	770	870	890	940	810
Nitrobenzene	670	740	800	920	900	770	870	890	940	810
Isophorone	670	740	800	920	900	770	870	890	940	810
2-Nitrophenol	670	740	800	920	900	770	870	890	940	810
2,4-Dimethylphenol	670	740	800	920	900	770	870	890	940	810
Benzoic acid	3200	3600	3900	4400	4400	3700	4200	4300	4600	4000
bis (2-Chloroethoxy) methane	670	740	800	920	900	770	870	890	940	810
2,4-Dichlorophenol	670	740	800	920	900	770	870	890	940	810
1,2,4-Trichlorobenzene	670	740	800	920	900	770	870	890	940	810
Naphthalene	670	740	800	920	900	770	870	890	940	810
4-Chloroaniline	670 UJ	7400	800	920	900	770 UJ	870	890 UJ	940 UJ	810 UJ
Hexachlorobutadiene	670	740	800	920	900	770	870	890	940	810
4-Chloro-3-methylphenol	670	740	800	920	900	770	870	890	940	810
2-Methylnaphthalene	670	740	800	920	900	770	870	890	940	810
Hexachlorocyclopentadiene	670	740	800	920	900	770	870	890	940	810
2,4,6-Trichlorophenol	670	740	800	920	900	770	870	890	940	810
2,4,5-Trichlorophenol	3200	3600	3900	920	4400	3700	4200	4300	4600	4000
2-Chloronaphthalene	670	740	800	920	900	770	870	890	940	810
2-Nitroaniline	3200	3600	3900	4400	4400	3700	4200	4300	4600	4000
Dimethylphthalate	670	740	800	920	900	770	870	890	940	810
Acenaphthylene	670	740	800	920	900	770	870	890	940	810
2,6-Dinitrotoluene	670	740	800	920	900	770	870	890	940	810

CENTREDALE MANOR
MARCH 28, 1990
CLP EXTRACTABLE ORGANIC ANALYSIS
SOIL SAMPLE QUANTITATION LIMITS (ug/Kg)

Sample Location	SS-01	SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number	23741	23742	23743	23744	23745	23746	23747	23748	23649	23750
Traffic Report Number	AR420	AR421	AR422	AR423	AR424	AR425	AR426	AR427	AR428	AR429
Remarks	BLANK								DUPLICATE	BACKGROUND
SEMI-VOLATILE COMPOUND										
3-Nitroaniline	3200	3600	3900	4400	4400	3700	4200	4300	4600	4000
Acenaphthene	670	740	800	920	1900	770	870	890	940	810
2,4-Dinitrophenol	3200	3600	3900	4400	4400	3700	4200	4300	4600	4000
4-Nitrophenol	3200	3600	3900	4400	4400	3700	4200	4300	4600	4000
Dibenzofuran	670	740	800	920	1500	770	870	890	940	810
2,4-Dinitrotoluene	670	740	800	920	900	770	870	890	940	810
Diethylphthalate	670	740	800	920	900	770	870	890	940	810
4-Chlorophenyl-phenylether	670	740	800	920	900	770	870	890	940	810
Fluorene	670	740	800	920	3100	770	870	890	940	810
4-Nitroaniline	3200	3600	3900	4400	4400	3700	4200	4300	4600	4000
4,6-Dinitro-2-methylphenol	3200	3600	3900	4400	4400	3700	4200	4300	4600	4000
N-Nitrosodiphenylamine	670	740	800	920	900	770	870	890	940	810
4-Bromophenyl-phenylether	670	740	800	920	900	770	870	890	940	810
Hexachlorobenzene	670	740	800	920	900	770	870	890	940	810
Pentachlorophenol	3200	3600	3900	4400	4400	3700	4200	4300	4600	4000
Phenanthrene	670	740	800	920	1800	770	870	890	940	810
Anthracene	670	740	800	920	900	770	870	890	940	810
Di-n-butylphthalate	670	740	800	920	900	770	870	890	940	810
Fluoranthene	670	740	800	920	900	770	870	890	940	810
Pyrene	670	740	800	920	900	770	870	890	940	810
Butylbenzylphthalate	670	740	800	920	900	770	870	890	940	810
3,3'-Dichlorobenzidine	1300 UJ	740 UJ	1600	1800 UJ	1800 UJ	1500 UJ	1700	1800 UJ	1900 UJ	1600 UJ
Benzo(a)anthracene	670	740	800	920	900	770	870	890	940	810
Chrysene	670	740	800	920	900	770	870	890	940	810
bis(2-Ethylhexyl)phthalate	670	740	800	920	900	770	870	890	940	810
Di-n-octyl phthalate	670	740	800	920	900	770	870	890	940	810
Benzo(b)fluoranthene	670	740	800	920	900	770	870	890	940	810
Benzo(k)fluoranthene	670	740	800	920	900	770	870	890	940	810
Benzo(a)pyrene	670	740	800	920	900	770	870	890	940	810
Indeno (1,2,3-cd)pyrene	670	740	800	920	900	770	870	890	940	810
Dibenz(a,h)anthracene	670	740	800	920	900	770	870	890	940	810
Benzo(g,h,i)perylene	670	740	800	920	900	770	870	890	940	810

23744

TABLE 2 PAGE 3 OF 3
CENTREDALE MANOR
MARCH 28, 1990
CLP EXTRACTABLE ORGANIC ANALYSIS
SOIL SAMPLE QUANTITATION LIMITS (ug/Kg)

Sample Location	SS-01	SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number	23741	23742	23743	23744	23745	23746	23747	23748	23749	23750
Traffic Report Number	AR420	AR421	AR422	AR423	AR424	AR425	AR426	AR427	AR428	AR429
Remarks	BLANK								DUPLICATE	BACKGROUND
PESTICIDE/PCB COMPOUND										
alpha-BHC	16	18	20	22	22	19	21	22	23	20
beta-BHC	16	18	20	22	22	19	21	22	23	20
delta-BHC	16	18	20	22	22	19	21	22	23	20
gamma-BHC (Lindane)	16	18	20	22	22	19	21	22	23	20
Heptachlor	16	18	20	22	22	19	21	22	23	20
Aldrin	16	18	20	22	22	19	21	22	23	20
Heptachlor epoxide	16	18	20	22	22	19	21	22	23	20
Endosulfan I	16	18	20	22	22	19	21	22	23	20
Dieldrin	32	36	39	44	44	37	42	43	46	40
4,4'-DDE	32	36	39	44	44	37	42	43	46	40
Endrin	32	36	39	44	44	37	42	43	46	40
Endosulfan II	32	36	39	44	44	37	42	43	46	40
4,4'-DDD	32	36	39	44	44	37	42	43	46	40
Endosulfan sulfate	32	36	39	44	44	37	42	43	46	40
4,4'-DDT	32	36	39	44	44	37	42	43	46	40
Methoxychlor	160	180	200	220	220	190	210	220	230	200
Endrin ketone	32	36	39	44	44	37	42	43	46	40
alpha-Chlordane	160	180	200	220	220	190	210	220	230	200
gamma-Chlordane	160	180	200	220	220	190	210	220	230	200
Toxaphene	320	360	390	440	440	370	420	430	460	400
Aroclor-1016	160	180	200	220	220	190	210	220	230	200
Aroclor-1221	160	180	200	220	220	190	210	220	230	200
Aroclor-1232	160	180	200	220	220	190	210	220	230	200
Aroclor-1242	160	180	200	220	220	190	210	220	230	200
Aroclor-1248	160	180	200	220	220	190	210	220	230	200
Aroclor-1254	320	360	390	440	460	370	420	430	460	400
Aroclor-1260	320	360	390	440	460	370	420	430	460	400

Sample Quantitation Limits are reported on a dry weight basis.

UJ Quantitation limit is approximate due to limitations identified during the quality control review.

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TABLE 3 PAGE 1 OF 1
CENTREDALE MANOR
MARCH 28, 1989
CLP INORGANIC ANALYSIS
SOIL SAMPLE DETECTION LIMITS (mg/Kg)

Sample Location		SS-02	SS-03	SS-04	SS-05	SS-06	SS-07	SS-08	SS-08D	SS-09
Sample Number		23742	23743	23744	23745	23746	23747	23748	23749	23750
Traffic Report Number		MAM970	MAM969	MAM968	MAM967	MAM966	MAM965	MAM964	MAM963	MAM962
Remarks									DUPLICATE	BACKGROUND
Percent Solids		89	83	66	73	86	85	69	67	78
INORGANIC ELEMENTS										
Aluminum	P	10.09	11.03	13.77	12.57	11.75	12.25	11.79	14.72	12.72
Antimony	P	10.50	R	R	R	R	R	R	R	R
Arsenic	F	0.21	0.24	0.22	0.21	0.20	0.19	0.21	0.20	0.25
Barium	P	0.55	0.60	0.75	0.69	0.64	0.67	0.64	0.80	0.69
Beryllium	P	0.18	0.20	0.25	0.23	0.21	0.22	0.21	0.27	0.23
Cadmium	P	0.55	1.40	0.75	1.80	1.10	1.60	0.86	1.30	2.30
Calcium	P	1.84	2.01	2.50	2.29	2.14	2.23	2.14	2.68	2.31
Chromium	P	0.92	1.00	1.25	1.14	1.07	1.11	1.07	1.34	1.16
Cobalt	P	4.40	5.40	7.50	4.60	3.40	7.10	4.10	5.90	5.80
Copper	P	0.55	0.60	0.75	0.69	0.64	0.67	2.40	4.00	0.69
Iron	P	5.69	6.22	7.76	7.09	6.62	6.91	6.65	8.30	7.17
Lead	P	0.18	0.20	0.25	0.23	0.21	0.22	0.21	0.27	0.23
Magnesium	P	9.36	10.23	12.77	11.66	10.89	11.36	10.93	13.65	11.80
Manganese	P	1.28	1.40	1.75	1.60	1.50	1.56	1.50	1.87	1.62
Mercury	CV	0.10	0.10	0.14	0.14	0.11	0.10	0.10 UJ	0.10 UJ	0.12
Nickel	P	14.10	12.40	11.30	6.20	6.20	15.80	3.60	3.21	9.50
Potassium	P	8.08	8.82	11.02	10.06	9.40	9.80	9.43	11.78	10.18
Selenium	F	0.20 UJ	0.20 UJ	0.85 UJ	0.57 UJ	0.52 UJ	0.62 UJ	0.34 UJ	0.32 UJ	0.62 UJ
Silver	P	0.92	1.20	1.80	1.10	0.90 UJ	1.80	0.86	1.10 UJ	0.93 UJ
Sodium	P	9.54	10.43	13.02	11.89	11.11	11.58	11.15	13.92	12.03
Thallium	F	0.21 UJ	0.20 UJ	0.20 UJ	0.20 UJ	0.20 UJ	0.20 UJ	0.20 UJ	0.20 UJ	0.20 UJ
Vanadium	P	0.92	1.00	1.25	1.14	1.07	1.11	1.07	1.34	1.16
Zinc	P	0.18	0.20	0.25	0.23	0.21	0.22	0.21	0.27	0.23
Cyanide	C	NA	NA	NA	NA	NA	NA	NA	NA	NA

Analytical Method
F Furnace AA
P ICP/Flame AA
CV Cold Vapor
C Colorimetric

NOTE:

Sample Detection Limits are reported on a dry weight basis.

UJ The detection limit is approximate due to limitations identified in the quality control review (data validation).

R Value is rejected.

NA Not Analyzed.

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Site Name: Centredale Manor

CERCLIS No.: R/D981203755

TDD No.: F1-8909-33

Reference No.: \$375RI17IS

NPL ELIGIBILITY CHECKLIST

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Are the wastes onsite considered hazardous as defined in CERCLA?	<u>X</u>	_____	_____
 *Sites covered by other authorities:			
Are the hazardous materials at the site solely petroleum products (gasoline, oil, natural gas)?	_____	<u>X</u>	_____
Is the contamination at the site caused solely by pesticides that were applied using an accepted practice?	_____	<u>X</u>	_____
If the release is into public or private drinking water systems, is it due to deterioration of the system through ordinary use?	_____	<u>X</u>	_____
Is the release from products which are part of the structure, and results in exposure within residential, business, or community structures?	_____	<u>X</u>	_____
Did the release result in exposure to people solely within a work place?	_____	<u>X</u>	_____
Does the facility have an Underground Injection Control permit under the Safe Drinking Water Act?	_____	<u>X</u>	_____
Is the release the result of the normal application of fertilizer?	_____	<u>X</u>	_____
Does the release involve naturally occurring substances in their unaltered form?	_____	<u>X</u>	_____
Does the contamination at the site consist solely of radioactive materials generated by Department of Energy/Atomic Energy Commission activities?	_____	<u>X</u>	_____
Is the contamination at the site caused solely by coal mining operations?	_____	<u>X</u>	_____
Does the facility have a permit from the EPA or the US Army Corps of Engineers (under the Marine Protection, Research, and Sanctuaries Act) to dispose of dredged materials in ocean waters?		X	000527

Site Name: Centredale Manor
 CERCLIS No.: RID981203755
 TDD No.: F1-8909-33
 Reference No.: \$375R117IS

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
*Other issues to site definition:			
Is the site defined solely as a contaminated well field?	_____	<u>X</u>	_____
Is the site currently owned or operated by a federal agency, or has it been in the past?	_____	<u>X</u>	_____
Is the site a municipal landfill?	_____	_____	_____
-- Check if there is documentation of disposal of industrial waste.		_____	
Does the waste consist of a "special waste" such as fly ash?	_____	<u>X</u>	_____
-- Check if there is documentation of a hazardous component to the waste.		_____	
Does the facility have an NPDES permit?	_____	<u>X</u>	_____
-- Check if the facility has a history of permit violations.		_____	
Is the facility subject to ambient air quality standards under the Clean Air Act?	_____	<u>X</u>	_____
Does the facility have a permit under the Clean Air Act?	_____	<u>X</u>	_____
*RCRA Status			
Has the facility notified as a RCRA generator?	_____	<u>X</u>	_____
-- The facility is a large quantity generator.		_____	
-- The facility is a small quantity generator.		_____	
Has the facility ever had RCRA interim status or a RCRA permit?	_____	<u>X</u>	_____
If yes, check any that apply:			
-- The facility is a "non-notifier" or "protective filer" (identified as such by EPA or the state).		_____	

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Site Name: Centredale Manor
CERCLIS No.: RID981203755
TDD No.: F1-8909-33
Reference No.: \$375RI171\$

***RCRA Status (continued)**

-- The owner of the facility is bankrupt, or the owner has filed for protection under bankruptcy laws (if known). _____

-- A RCRA compliance order or notice of violation has been issued for the facility at some time. _____

The order or notice concerned:

- conditions that posed a hazard (i.e., a release of contamination to the environment) OR _____

- administrative violations (i.e., record-keeping or financial requirements). _____

-- Some RCRA enforcement action is currently pending at the facility. _____

-- A RCRA permit has been denied or interim status has been revoked for the facility. _____

The permit or interim status was revoked:

- because of conditions at the facility that posed a hazard OR _____

- because the facility failed to meet an administrative requirement (i.e., failed to file an acceptable Part B permit application). _____

-- A closure plan has been requested or submitted for the facility under RCRA. _____

-- A closure plan has been approved for the facility under RCRA. _____

-- The facility is closed and currently monitoring under RCRA regulations. _____

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