US EPA ARCHIVE DOCUMENT

EDWARDS & ANGELL, LLP

COUNSELLORS AT LAW
since 1894

2800 BANKBOSTON PLAZA
PROVIDENCE, RI 02903-2499
(401) 274-9200
FAX (401) 276-6611

March 31, 2000

Ms. Sharon C. Fennelly
Enforcement Coordinator
Site Evaluation and Response Section II
U.S. Environmental Protection Agency
Office of Site Remediation & Restoration
1 Congress Street, Suite 1100, Mail Code HBR
Boston, Massachusetts 02114-2023

Re: Section 104 Request for Information -
Centredale Manor Restoration Project Superfund Site

Dear Ms. Fennelly:

Enclosed please find the Response of Allendale Mill Associates Limited Partnership to the above-referenced Section 104 Request.

If you have any questions, please feel free to call me.

Sincerely yours,

Richard A. Sherman

With enclosure

CC: Barry D. Libert (w/ enc.)
Jeffrey A. Libert (w/ enc.)
Charles F. Rogers, Jr., Esq. (w/out enc.)

PRV_357810.1/RSHERMAN

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

RESPONSE TO REQUEST FOR INFORMATION PURSUANT TO SECTION 104 OF CERCLA FOR CENTREDALE MANOR RESTORATION PROJECT SUPERFUND SITE

MARCH 30, 2000

1. General Information About Respondent

a. Allendale Mill Associates Limited Partnership
257 Newbury Street
Boston, Massachusetts 02116

b. i. Barry D. Libert
ii. General Partner
iii. 33 Westcliff Road, Weston, Massachusetts 02493
iv. Tel: 781-237-6785
Fax: 781-137-6484

i. Jeffrey A. Libert
ii. General Partner
iii. c/o Forest Properties, 19-33 Needham Street, Newton, Massachusetts 02161
iv. Tel: 617-630-9566
Fax: 617-964-0003

c. Charles F. Rogers, Jr., Esq.
Edwards & Angell LLP
2800 BankBoston Plaza
Providence, Rhode Island 02903
Tel.: 401-276-6507
Fax: 401-276-6611

d. None

2. Respondent's Legal and Financial Status

a. None

b. None

c. i. A. M. Associates Limited Partnership
ii. 3/18/87 to present

d. i. General Partners: Barry D. Libert
33 Westcliff Road
Weston, Mass. 02493

Jeffrey A. Libert
c/o Forest Properties
19-33 Needham Street
Newton, Mass. 02161

ii. General Partners: Barry D. Libert
33 Westcliff Road
Weston, Mass. 02493

Jeffrey A. Libert
c/o Forest Properties
19-33 Needham Street
Newton, Mass. 02161

Limited Partner: Weston Properties XII Limited Partnership
c/o Weston Properties Corporation
80 William Street
Wellesley, Massachusetts 02181

iii. Limited partnership

e. None

f. None

g. i. On June 15, 1989, Respondent conveyed by quitclaim deed to ANPC Associates Limited Partnership, with a business address c/o Weston Properties, Wellesley Office Park, 45 Williams Street, Wellesley, Massachusetts 02181, all of Respondent's interest in the unsold units of the Mill at Allendale Condominium as well as all of its rights as Declarant under the Declaration of Condominium of the Mill at Allendale Condominium. ANPC Associates Limited Partnership was essentially the successor to Weston Properties XII Limited Partnership, the limited partner of the Respondent.

ii. None

iii. None

iv. None

v. None

vi. None

vii. None

viii. None

3. Current Owner(s)

a. The Respondent has not owned any interest in Lot 560, Plat 12 since June 15, 1989. But see description and copy of recorded drawings for the Mill at Allendale Condominium attached hereto as Appendix A.

b. Moritz O. Bergmeyer d/b/a Bergmeyer Development Co. to Respondent on 2/18/87
Stephen C. Hanley to Barry D. Libert on 12/31/86; and
Barry D. Libert to Respondent on 2/27/87
David Leo Hendricks & Joyce E. Hendricks to Respondent on 2/26/87

c. Moritz O. Bergmeyer d/b/a
Bergmeyer Development Co.
110 South Street
Boston, Massachusetts 02210

Stephen C. Hanley, Esq. (last known address)
Hanley and Baccala
5 Benefit Street
Providence, Rhode Island 02904

David Leo Hendricks
Joyce E. Hendricks
310 Smithfield Road
North Providence, Rhode Island 02904

d. None at the present time

e. Not applicable

f. See Appendix B hereto.

g. Assuming that the hazardous substances were disposed of or placed on the Centredale Manor Superfund Site prior to the acquisition dates set forth above, the answer is yes.

h. See Appendix C hereto.

4. Site Characteristics.

a. See Appendices attached hereto.

b. See Appendices attached hereto.

c. The buildings on the property acquired from Bergmeyer Development Co. were rehabilitated in connection with the construction of condominium units. The buildings on the other parcels acquired by the Respondent were demolished. However, any changes after June 15, 1987 are unknown to the Respondent,

d. See Appendix C hereto.

e. Not applicable

f. See Appendix C hereto.

g. See Appendix C hereto

h. None

i. The condominium project involved the rehabilitation of the former main mill buildings. See Appendix A. The old residential buildings and outlying buildings were demolished. There was undoubted some soil movement, but the only soil removal involved the removal and disposal off-site of a small amount of PCB-contaminated soil proximate to the electrical transformers on the project site which was conducted by the Narragansett Electric Company, the owner of the transformers.

5. Information About Others

a. None

b. Carla DeStefano, Providence, Rhode Island, who was one of the project construction managers.

c. Carla DeStefano, Providence, Rhode Island, who was one of the project construction managers

6. Compliance with this Request

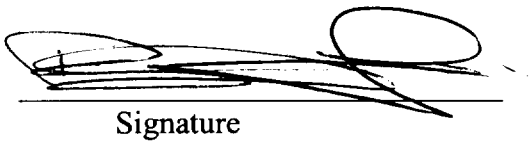
a. i. Barry D. Libert; Jeffrey A. Libert
ii. Barry D. Libert - Consultant; Jeffrey A. Libert - Real estate developer
iii. Barry D. Libert: real estate development until the Fall of 1988; management consultant thereafter
Jeffrey A. Libert - real estate development from 1978 to date
iv. No

v. None
vi. Records contained in files of Edwards & Angell LLP
vii. Edwards & Angell LLP
2800 BankBoston Plaza
Providence, Rhode Island 02903
viii. Same as vii.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of the Respondent, Allendale Mill Associates Limited Partnership, and that the foregoing is complete, true and correct to the best of my knowledge.

Executed on March 30, 2000



Signature

Barry D. Libert
Type Name

General Partner
Title

I declare under penalty of perjury that I am authorized to respond on behalf of the Respondent, Allendale Mill Associates Limited Partnership, and that the foregoing is complete, true and correct to the best of my knowledge.

Executed on March 30, 2000

Signature

Jeffrey A. Libert
Type Name

General Partner
Title

v. None
vi. Records contained in files of Edwards & Angell LLP
vii. Edwards & Angell LLP
2800 BankBoston Plaza
Providence, Rhode Island 02903
viii. Same as vii.

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of the Respondent, Allendale Mill Associates Limited Partnership, and that the foregoing is complete, true and correct to the best of my knowledge.

Executed on March 30, 2000

Signature

Barry D. Libert
Type Name

General Partner
Title

I declare under penalty of perjury that I am authorized to respond on behalf of the Respondent, Allendale Mill Associates Limited Partnership, and that the foregoing is complete, true and correct to the best of my knowledge.

Executed on March 30, 2000

Signature

Jeffrey A. Libert
Type Name

General Partner
Title

APPENDIX A

EXHIBIT A

Parcel One

All that manufacturing estate lying on the easterly side of the Woonasquatucket River, in the Town of North Providence and the Town of Johnston, County of Providence in the State of Rhode Island, known as the Allendale Mill Estate, bounded and described as follows:

Beginning at a point in the westerly line of Woonasquatucket Avenue 296.7 feet southerly from Allendale Avenue, said point being in the line of a fence and at the southeasterly corner of land conveyed by Centredale Worsted Mills to Edward J. Whitehead by deed dated May 24, 1933; thence southerly along said fence on the westerly line of said Woonasquatucket Avenue, 161.2 feet to an angle in said avenue; thence continuing southerly along said fence and the westerly line of Woonasquatucket Avenue, 15.8 feet to the end of the mill fence; thence continuing southerly along the westerly line of Woonasquatucket Avenue, 195.2 feet to land conveyed by said Centredale Worsted Mills to Fred J. Milson by deed dated May 24, 1933; thence turning an interior angle of 90° 21' and running westerly bounding southerly on said Milson land, 155.55 feet; thence turning an interior angle of 265° 30' and running southerly bounding easterly on said Milson land, and on land now or formerly of Charles H. Lawton, 50 feet, more or less, to the northeasterly corner of Lot 72 on that plat entitled, "Plat of house lots surveyed and platted by Samuel B. Cushing & Co. August, 1871 upon the estate of Obadiah Olney, deceased", which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47; thence westerly along the northerly line of said lot 72, and on a line in continuation thereof, bounding southerly on Lots 72, 42, 39 and on the northerly end of an unnamed street delineated on said plat, 308.9 feet, more or less, to the easterly side or slope of the bank of the raceway now or formerly of said Centredale Worsted Mills; thence southerly along the upland on the easternmost edge of said slope or bank, and easterly of the wall of said raceway, to the southerly termination thereof; thence continuing on the easterly bank of said raceway and river, and on the easterly edge of the bank of the channel or sluiceway down into Lyman Pond, or Lymansville Pond, so-called; thence westerly, across said channel or sluiceway, bounding southerly on land and water rights now or formerly of the Lymansville Company, to the westerly side of said Pond; thence northerly on the westerly side of said pond, to the upland on the northerly margin of said Lymansville Pond; thence continuing northerly on said upland and upon and along the westernmost edge of the slope or bank of said

channel or sluiceway, and upon and along the westerly bank of said river, to a point on the westerly bank about 82.5 feet below the present dam; thence westerly 118 feet, more or less, to an old chestnut tree or stump thereof, thence N 13° E 99 feet, more or less, to the bank or margin of Allendale Pond, the last two lines enclosing a parcel or tract of upland on the westerly bank of the river for the construction and maintenance of the westerly abutment of the dam; thence northerly upon and along the bank on the margin of said mill pond and extending back therefrom about one-third of a rod upon the upland to a granite bound set in the westerly bank of the Woonasquatucket River, at the head of the Allendale Mill Pond, so-called, the said granite bound being 120.290 feet southeasterly from a railroad milestone on the Pascoag Branch of the New York, New Haven & Hartford Railroad, said milestone being marked "D. J. 24 P. 6", thence easterly at an angle of 115° 09' with the line drawn from said milestone to said granite bound, 102.46 feet to a granite bound on the easterly bank of the Woonasquatucket River; thence turning an interior angle of 192° 30' and running still easterly 103.21 feet to a granite bound set at the head of Allendale Mill Pond, so-called, on the westerly bank of the raceway now or formerly of the Centredale Worsted Mills; thence turning an interior angle of 229° 47' and running northeasterly 278.55 feet to a granite bound on the westerly bank of said raceway; thence turning an interior angle of 130° 33' and running easterly across said raceway, 76.15 feet to a granite bound set in the easterly bank of said Raceway on the southerly line of Grove Street, as delineated on plat entitled, "River View Plat of House Lots located at Centredale No. Prov. R. I. Belonging to S. A. Kelly By W. C. Bourn 1895," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 14; thence southerly and easterly along the easterly bank of the river, and the margin of the mill pond, to a fence extending to the edge of said pond; thence easterly along the said fence, 56 feet, more or less, to a granite bound; thence turning an interior angle of 84° 41' and running southerly along a fence and a wall, bounding easterly on land conveyed by Centredale Worsted Mills to Angeline Cimorelli by deed dated May 24, 1933 and on land conveyed by Centredale Worsted Mills to Ida Cusson Brand by deed dated May 24, 1933, to a corner of said wall; thence turning an exterior angle of 78° 53' and running easterly along said wall, 49.14 feet; thence turning an interior angle of 94° 43' and running southerly along a wall, 87.97 feet, the last two courses bounding on said Brand land; thence continuing southerly, along the easterly edge or shore of Allendale Mill Pond, to the easterly wall of the raceway now or formerly of Centredale Worsted Mills; thence southerly along the easterly wall of said raceway to the northerly line of Allendale Avenue; thence southerly crossing said avenue, to the southerly line thereof, and at

the easterly wall of said raceway; thence easterly along the southerly line of said Allendale Avenue, to the westerly line of Woonasquatucket Avenue; thence southerly along the westerly line of Woonasquatucket Avenue 29.7 feet to land conveyed by Centredale Worsted Mills to Emmett G. Trainor and wife by deed dated June 1, 1933; thence turning an interior angle of 84° and running westerly bounding southerly on said Trainor land, 77 feet; thence turning an interior angle of 225° and running southwesterly bounding southeasterly on said Trainor land, 54.8 feet to the mill yard fence; thence southeasterly along said fence, bounding northeasterly on said Trainor land, 51.4 feet to an angle in said fence; thence southerly along said fence, bounding easterly on said Trainor land, and on land conveyed by Centredale Worsted Mills to Winifred J. Whitehead et al by deed dated May 24, 1933, and on land conveyed by Centredale Worsted Mills by deed dated May 24, 1933 to Edward J. Whitehead, to an angle in said fence; thence southeasterly along said fence, bounding northeasterly on land of Edward J. Whitehead, 53.6 feet to another angle in said mill fence; thence easterly along said fence, bounding northerly on said land of Edward J. Whitehead, 81.4 feet to the westerly line of Woonasquatucket Avenue at the place of beginning.

Together with the right-of-way as reserved to Centredale Worsted Mills, its successors and assigns, in deed to Sanford E. Kinnecom of Lot 16 on Plat entitled, "Centredale Worsted Mills Situated in Allendale, N. Providence, R. I. F. P. Sheldon & Son Providence, R. I. surveyed and drawn in 1933," which plat is on record in the office of the Town Clerk of said North Providence, said deed being dated May 24, 1933 and recorded in said office in Deed Book 33 at page 515; and in deed to Sophia Zawistowski of Lot 17 on said plat, dated May 24, 1933 and recorded in said office on June 15, 1933 at 9:45 a.m. said right-of-way being over a strip of land 12 feet wide running along the westerly portion of Lots 16 and 17 aforesaid, adjoining the easterly face of the wall which runs along the raceway.

Also, those certain lots or parcels of land with all buildings and improvements thereon, situate in said Town of North Providence, and laid out and designated as Lots No. 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 65, 67, 68, 69, 70, 71, and 72 on that plat entitled, "Plat of house lots surveyed and platted by Samuel B. Cushing & Co. August 1871 upon the estate of Obadiah Olney, deceased," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47.

EXCEPTING here from those lots conveyed prior hereto by Greystone Realty Co., Inc. to Providence Boys' Clubs, a

Rhode Island non-business corporation by deed executed June 11, 1973, and recorded in said North Providence Land Records in book 86 page 515.

EXCEPTING here from those lots conveyed prior to the Town of North Providence, a municipal corporation, by deed executed December 31, 1980, and recorded in said North Providence Land Records in book 113 at pages 168 and 169.

EXCEPTING herefrom that lot conveyed to Arthur Passarelli by deed executed April 30, 1981, and recorded in said North Providence Land Record in book 114 at page 569.

Together with all easements and rights appurtenant thereto, including without limitation all water rights and flowage rights.

Parcel Two

That certain lot of land with any buildings and improvements thereon situated on the westerly side of Woonasquatucket Avenue in the Town of North Providence, County of Providence and State of Rhode Island laid out and designated as lot numbered 18 (eighteen) in Section B on that Plat entitled "Centerdale Worsted Mills Situated in Allendale, N. Providence, R.I., F.F. Sheldon & Son, Providence, R.I., Surveyed and Drawn in 1933," which Plat is recorded in the Office of the Town Clerk in said Town of North Providence on Plat Card 125.

Parcel Three

That certain lot of land with all buildings and improvements thereon, situated on the westerly side of Woonasquatucket Avenue in the Town of North Providence and State of Rhode Island, and laid out and designated as lot numbered twenty (20) on that plat entitled, "Centredale Worsted Mills situated in Allendale, N. Providence, R.I., F.P. Sheldon and Son, Providence, R.I., Surveyed and Drawn in 1933", which said plat is recorded in the Town Clerk's Office in the Town of North Providence.

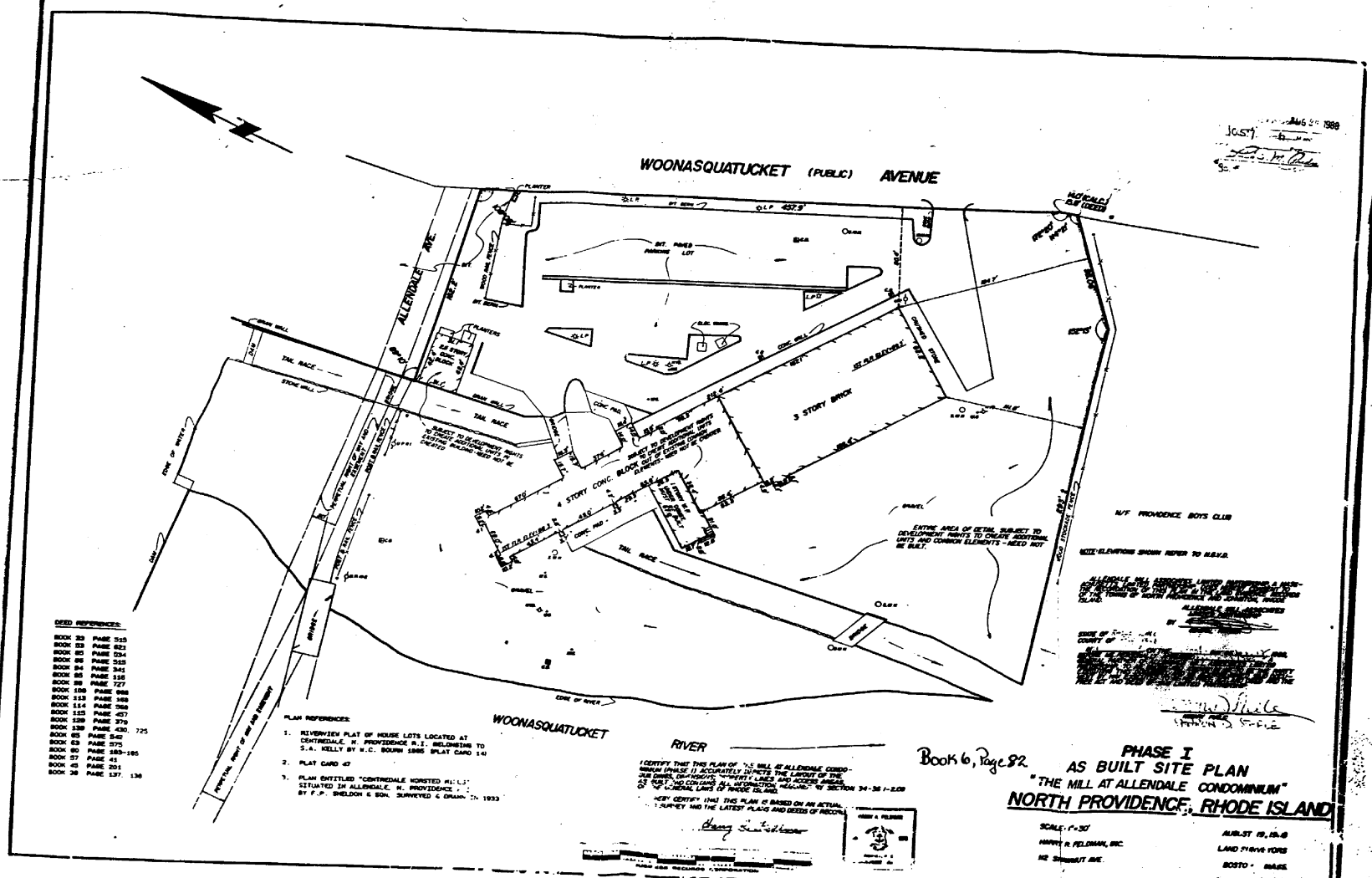
Said lot is bounded and described as follows:

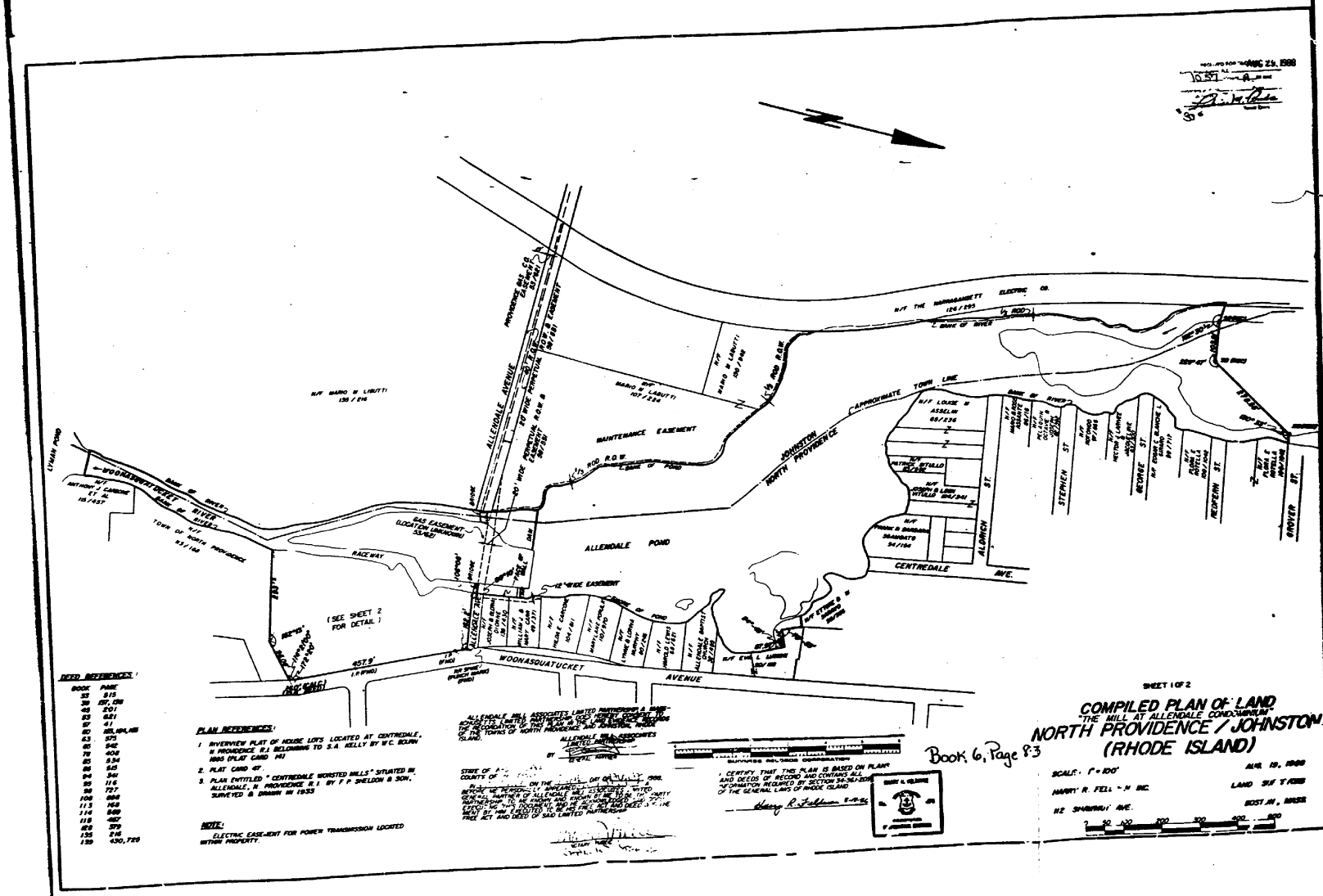
Beginning at a point on the westerly line of Woonasquatucket Avenue one hundred ninety-eight and 7/100 (198.7) feet southerly from Allendale Avenue; thence westerly along a line drawn at a right angle with the westerly line of said Woonasquatucket Avenue, bounding northerly on land now or formerly of Wilfred J. Whitehead and others ninety-three (93) feet to a fence; thence southerly along said fence thirty-six and 4/10 (36.4) feet; thence in a generally southeasterly direction along said fence fifty-three and 6/10 (53.6) feet;

thence easterly along said fence eighty-one and 4/10 (81.4) feet to Woonasquatucket Avenue; thence northerly bounding easterly on said Woonasquatucket Avenue ninety-eight (98) feet to the first mentioned and starting point.

Allendale Avenue is referred to in the above description of land as that street so designated which is laid out on the above-named plat.

For Debtor's title, see deeds from: a) Moritz O. Bergmeyer d/b/a Bergmeyer Development Co. dated February 18, 1987, recorded in North Providence Land Records and Johnston Land Records; b) David Leo Hendricks and Joyce E. Hendricks, dated February 26, 1987, recorded in North Providence Land Records; and c) Barry D. Libert, dated February 27, 1987, recorded in North Providence Land Records.


WOONASQUATUCKET (PUBLIC) AVENUE
ALLENDALE AVE.
3 STORY BRICK
4 STORY CONC. BLOCK
TAIL RACE
STONE WALL
BRICK WALL
CONC. WALL
GRAVEL
EDGE OF WATER
WOONASQUATUCKET RIVER
N/F PROVIDENCE BOYS CLUB
DEED REFERENCES:
PLAN REFERENCES:
1. RIVERVIEW PLAT OF HOUSE LOTS LOCATED AT CENTREDALE, N. PROVIDENCE R.I. BELONGING TO S.A. KELLY BY W.C. BOURN 1885 SPLAT CARD 142
2. PLAT CARD 47
3. PLAN ENTITLED "CENTREDALE WORSTED MILLS" SITUATED IN ALLENDALE, N. PROVIDENCE BY F.P. SHELDON & SON, SURVEYED & DRAWN IN 1933
Book 6, Page 82
PHASE I
AS BUILT SITE PLAN
"THE MILL AT ALLENDALE CONDOMINIUM"
NORTH PROVIDENCE, RHODE ISLAND
SCALE: 1"=30'
SHEET 2 OF 2



SHEET 1 OF 2

COMPILED PLAN OF LAND
"THE MILL AT ALLENDALE CONDOMINIUM"
NORTH PROVIDENCE / JOHNSTON
(RHODE ISLAND)

SCALE: 1" = 100'

AUG. 19, 1988

HARRY R. FELL & H. INC.

LAND SURVEYORS

112 SHAWMUT AVE.

BOSTON, MASS.

0 50 100 200 300 400 500

DEED REFERENCES:

BOOK	PAGE
15	515
39	297, 299
420	201
510	621
611	41
620	85, 109, 149
623	375
628	542
728	408
735	324
1128	515
1131	341
1132	116
1228	727
1129	888
1134	163
1146	548
1151	187
123	378
135	216
139	430, 725

PLAN REFERENCES:

1. RIVERVIEW PLAT OF HOUSE LOTS LOCATED AT CENTREDALE, N PROVIDENCE R.I. BELONGING TO S.A. KELLY BY W.C. BOURN 1885 (PLAT CARD 141)
2. PLAT CARD 47.
3. PLAN ENTITLED "CENTREDALE WORSTED MILLS" SITUATED IN ALLENDALE, N PROVIDENCE R.I. BY F.P. SHELDON & SON, SURVEYED & DRAWN IN 1933

NOTE:

ELECTRIC EASEMENT FOR POWER TRANSMISSION LOCATED WITHIN PROPERTY.

ALLENDALE MILL ASSOCIATES, LIMITED PARTNERSHIP, A RHODE ISLAND LIMITED PARTNERSHIP, IS THE LAWFUL OWNER OF THE PREMISES SHOWN ON THIS PLAN AND LOCATED IN THE TOWNS OF NORTH PROVIDENCE AND JOHNSTON, RHODE ISLAND.

ALLENDALE MILL ASSOCIATES
LIMITED PARTNERSHIP
BY _____
GENERAL PARTNER

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 1988, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THE FOREGOING INSTRUMENT AS GENERAL PARTNER OF ALLENDALE MILL ASSOCIATES, LIMITED PARTNERSHIP, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THE FOREGOING INSTRUMENT ON BEHALF OF SAID LIMITED PARTNERSHIP, AND HE DULY ACKNOWLEDGED THE SAID INSTRUMENT BY HIM EXECUTED TO BE HIS FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

I CERTIFY THAT THIS PLAN IS BASED ON PLANS AND DEEDS OF RECORD AND CONTAINS ALL INFORMATION REQUIRED BY SECTION 34-36-3 (2) OF THE GENERAL LAWS OF RHODE ISLAND

Harry R. Fell 8-19-88

HARRY R. FELL
No. 1135
REGISTERED LAND SURVEYOR

Book 6, Page 83

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE BUILDING PLANS ARE PART OF THE DECLARATION OF CONDOMINIUM FOR THE MILL AT ALLENDALE CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY R.I.G.L. 34-36.1-2.09 FOR THIS CONDOMINIUM.

JONATHAN LOVELACE, REGISTERED ARCHITECT — DATE 8/4/88

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP, DOES HEREBY CONSENT TO THE RECORDATION OF THESE PLANS IN THE LAND EVIDENCE RECORDS OF THE TOWN OF NORTH PROVIDENCE AND JOHNSTON.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

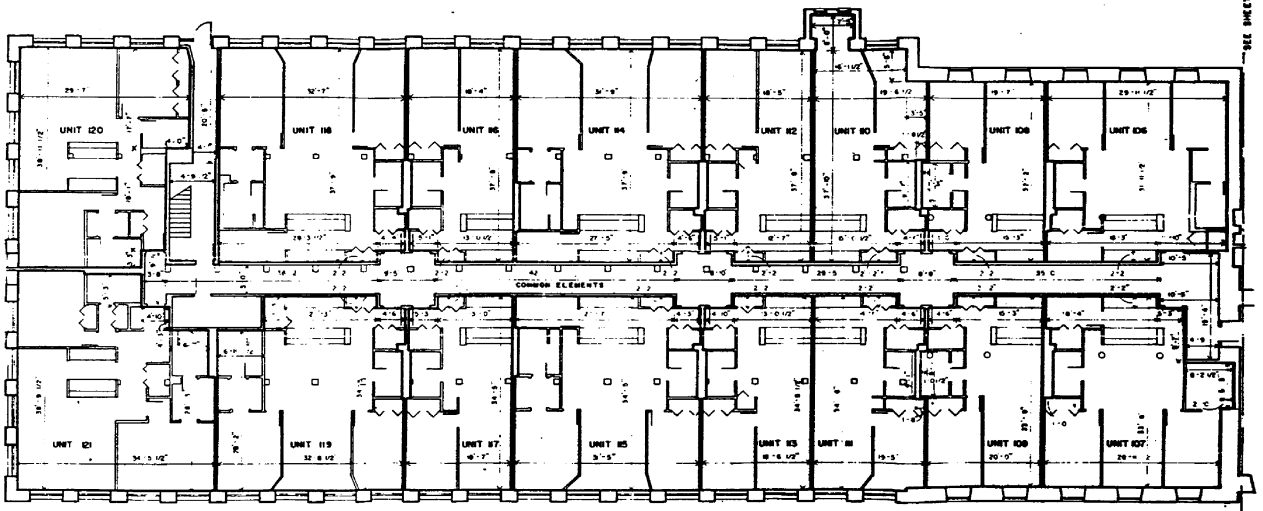
BY: _____

TITLE: General Partner

STATE OF Massachusetts
COUNTY OF Suffolk

In Boston on the 25th day of August, 1988, before me personally appeared Barry Lloyd, the General Partner of ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, to me known and known by me to be the party executing this document, and he acknowledged said document by him executed to be his free act and deed and the free act and deed of said Limited Partnership.

Jane Lloyd
NOTARY PUBLIC



SEE SHEET 9

KEY PLAN

10.5%

NOTES

DIMENSIONS ARE INDICATED IN FEET AND INCHES
ELEVATIONS BASED ON ASSUMED BENCHMARKS

ALL HEATING PARTS OF THE BUILDING WHICH ARE NOT PART OF A UNIT ARE COMMON ELEMENTS AS INDICATED

TOP ELEVATION 65'4½" EXCEPT AS INDICATED
BOTTOM ELEVATION 56'4½" EXCEPT AS INDICATED

LEGEND

SHORE WALL

THE MILL AT ALLENDALE CONDOMINIUM

Architecture Architecture INC.
Battery Street, Boston MA 02116

Book 6, Page 84

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

DATE: JULY 1988 SHEET 8 OF 9

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE BUILDING PLANS ARE PART OF THE DECLARATION OF CONDOMINIUM FOR THE MILL AT ALLENDALE CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY R.I.G.L. 34-36.1-2.09 FOR THIS CONDOMINIUM.

Jonathan Lapiel — 8/26/98
JONATHAN LAPPIES, REGISTERED ARCHITECT — DATE

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP, DOES HEREBY CONSENT TO THE RECORDATION OF THESE PLANS IN THE LAND EVIDENCE RECORDS OF THE TOWN OF NORTH PROVIDENCE AND ASSENTS.

ALLENDALE MILL ASSOCIATES
LIMITED PARTNERSHIP

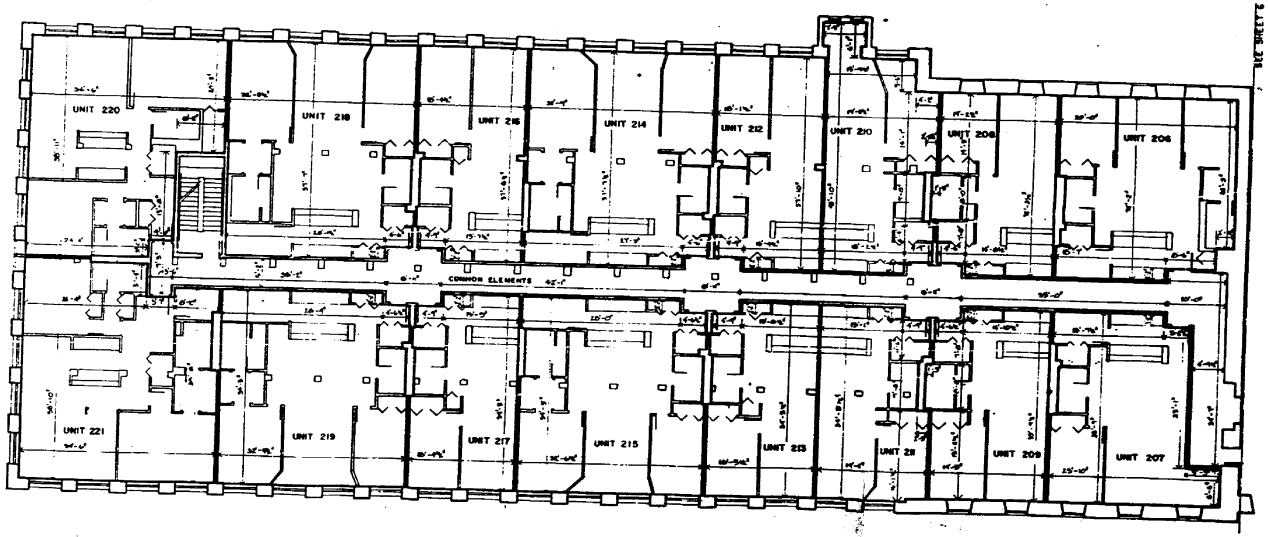
BY: _____
ITS: General Partner

STATE OF Massachusetts
COUNTY OF Suffolk

IN Boston ON THE 26th DAY OF August 1998, BEFORE ME PERSONALLY APPEARED Henry Lloyd, General Partner OF ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THIS DOCUMENT, AND HE ACKNOWLEDGED THIS INSTRUMENT BY HIM EXECUTED TO BE HIS FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

_____
NOTARY PUBLIC

JESSICA L. LEE
Notary Public
My Commission Expires July 6, 1999



KEY PLAN

Book 61, Page 85

NOTES:
DIMENSIONS ARE INDICATED IN FEET AND INCHES.
ELEVATIONS BASED ON ASSUMED BENCHMARK.
ALL AREAS AND PARTS OF THE BUILDING WHICH ARE NOT PART OF A UNIT ARE COMMON ELEMENTS AS INDICATED.
FLOOR ELEVATION IS [illegible] EXCEPT AS NOTED
CEILING ELEVATION IS [illegible] EXCEPT AS NOTED

LEGEND:
UNIT OR UNIT AS SHOWN

THE MILL AT ALLENDALE CONDOMINIUM

North Providence and Johnston, Rhode Island

Prototype Architecture Inc.
257 Newbury Street, Boston MA 02116

[illegible] RECORDING CERTIFICATION

SECOND FLOOR PLAN

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

0 4 8 16 FEET

AUGUST 25, 1998 SHEET 2 OF 3

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THAT THE BUILDING PLANS ARE PART OF THE DECLARATION OF CONDOMINIUM FOR THE MILL AT ALLENDALE CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY R.I.G.L. 34-36.1-2.09 FOR THIS CONDOMINIUM.

Jonathan Lovell — Jonathan Lovell, Registered Architect — Date

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP, HEREBY CONSENT TO THE RECORDATION OF THESE PLANS IN THE LAND EVIDENCE RECORDS OF THE TOWN OF NORTH PROVIDENCE AND ASSENTS.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

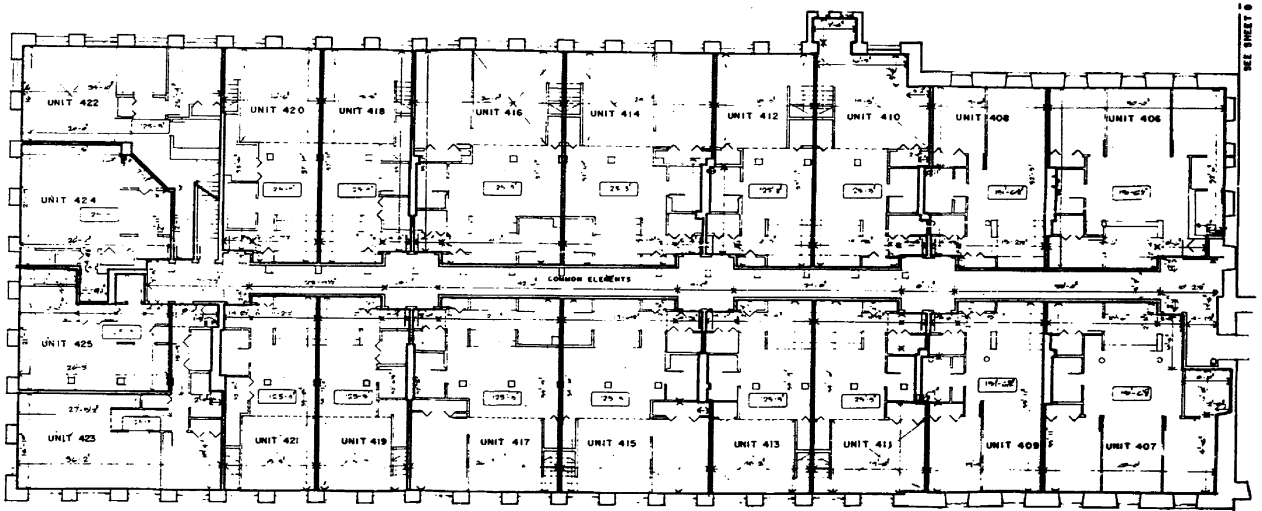
BY: _____

ITS: General Partner

STATE OF Massachusetts
COUNTY OF Suffolk

IN Boston ON THE 15th DAY OF August 1988, BEFORE ME PERSONALLY APPEARED Barry Hurst, THE General Partner OF ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THIS DOCUMENT, AND HE ACKNOWLEDGED SAID DOCUMENT BY HIM EXECUTED TO BE HIS FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

_____
NOTARY PUBLIC



KEY PLAN

NOTES

DIMENSIONS ARE INDICATED IN FEET AND INCHES. ELEVATIONS BASED ON ASSUMED BENCHMARK.

ALL AREAS AND PARTS OF THE BUILDING WHICH ARE NOT PART OF A UNIT ARE COMMON ELEMENTS AS INDICATED.

FLOOR ELEVATION [illegible] EXCEPT AS INDICATED

CEILING ELEVATION [illegible] EXCEPT AS INDICATED

LEGEND

UNIT OF UNIT AS SHOWN

CEILING ELEMENTS

OPEN AREAS

LINE OF FLOOR ABOVE

THE MILL AT ALLENDALE CONDOMINIUM

North Providence and [illegible], Rhode Island

Arch-type Architecture Inc.
257 Newbury Street, Boston MA 02116

Book 6, Page 86

THIRD FLOOR PLAN

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

0 1 4 8 16

AUGUST 25, 1988 SHEET 3 OF 9

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE BUILDING PLANS ARE PART OF THE DECLARATION OF CONDOMINIUM FOR THE MILL AT ALLENDALE CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY R.I.G.L.L. 34-36.1-2.09 FOR THIS CONDOMINIUM.

JONATHAN LOVELL REGISTERED ARCHITECT — Boston DATE

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP, HEREBY CONSENT TO THE RECORDATION OF THESE PLANS IN THE LAND EVIDENCE RECORDS OF THE TOWN OF NORTH PROVIDENCE AND JOHNSTON.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

BY: _____

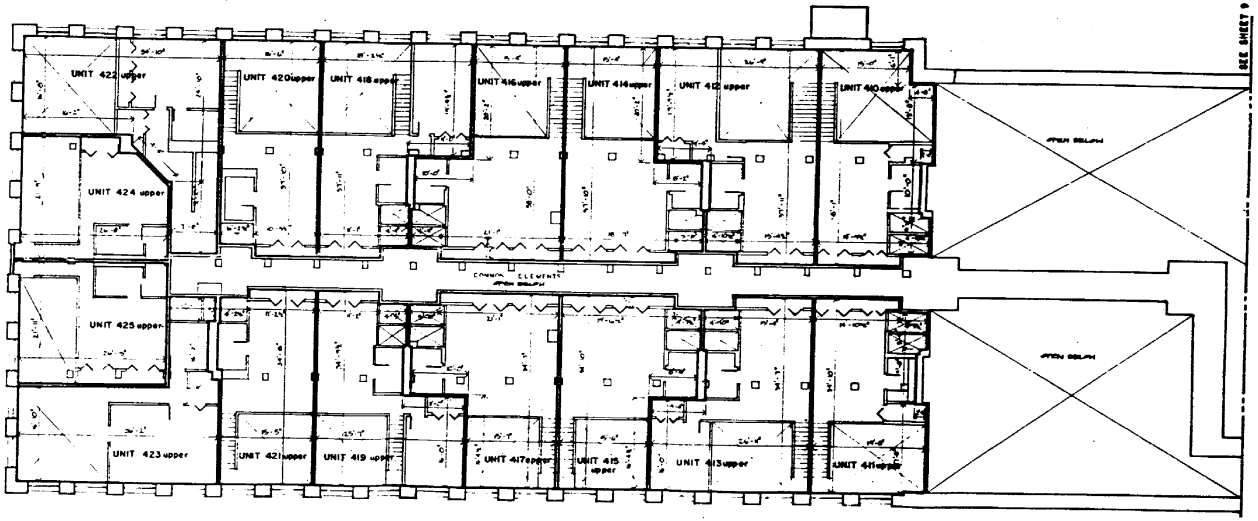
ITS: General Partner

STATE OF Massachusetts
COUNTY OF Suffolk

IN Boston ON THE 25th DAY OF August 1988 BEFORE ME PERSONALLY APPEARED Barry Lloyd OF THE General Partner OF ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THIS INSTRUMENT, AND HE ACKNOWLEDGED SAID INSTRUMENT BY HIM EXECUTED TO BE HIS FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

NOTARY PUBLIC

JESSICA LEE
Notary Public
My Commission Expires June 4, 1993



KEY PLAN

Book 6, Page 87

MEZZANINE FLOOR PLAN

NOTES

DIMENSIONS ARE INDICATED IN FEET AND INCHES.
ELEVATIONS BASED ON ASSUMED BENCHMARKS.

ALL AREAS AND PARTS OF THE BUILDING WHICH ARE NOT PART OF A UNIT ARE COMMON ELEMENTS AS INDICATED.

FLOOR ELEVATION OF 411 EXCEPT AS INDICATED
CEILING ELEVATION 9'-0" EXCEPT AS INDICATED

LEGEND

UNIT OR UNIT AS SHOWN
OPEN TO BELOW

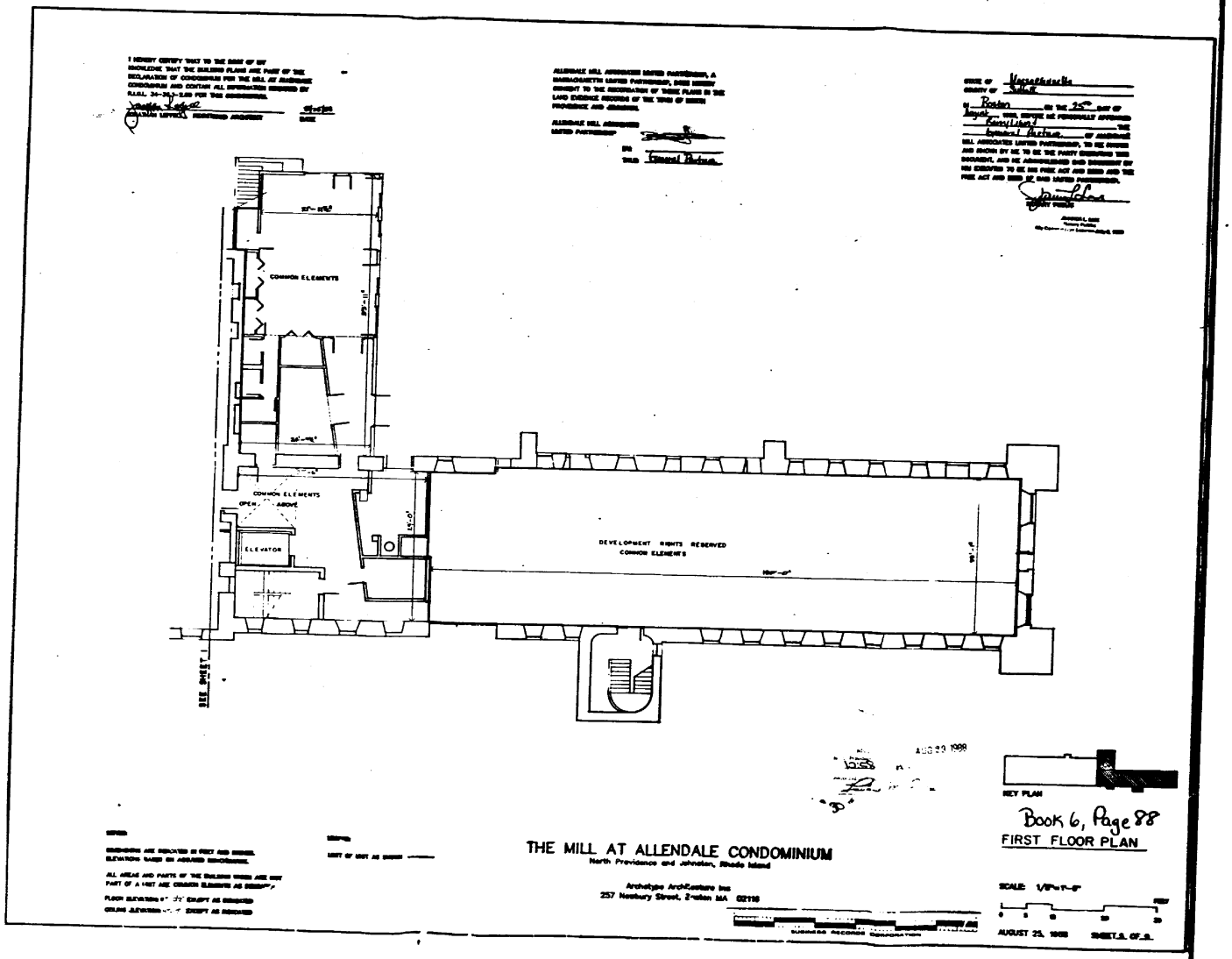
THE MILL AT ALLENDALE CONDOMINIUM
North Providence and Johnston, Rhode Island

Archetype Architecture Inc.
257 Newbury Street, Boston MA 02116

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

0 4 8 16 32

AUGUST 25, 1988 SHEET 6 OF 9



THE MILL AT ALLENDALE CONDOMINIUM

North Providence and Johnston, Rhode Island

Archetype Architecture Inc

257 Newbury Street, Peabody MA 02110

Book 6, Page 88

FIRST FLOOR PLAN

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

AUGUST 23, 1998 SHEET 3 OF 9

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE BUILDING PLANS ARE PART OF THE DECLARATION OF CONDOMINIUM FOR THE MILL AT ALLENDALE CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY R.I.G.L. 34-36.1-2.09 FOR THIS CONDOMINIUM.

Jonathan Lapsley — 8/19/88
JONATHAN LAPSLEY, REGISTERED ARCHITECT — DATE

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP, HEREBY GIVES CONSENT TO THE RECORDATION OF THESE PLANS IN THE LAND EVIDENCE RECORDS OF THE TOWN OF NORTH PROVIDENCE AND JOHNSTON.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

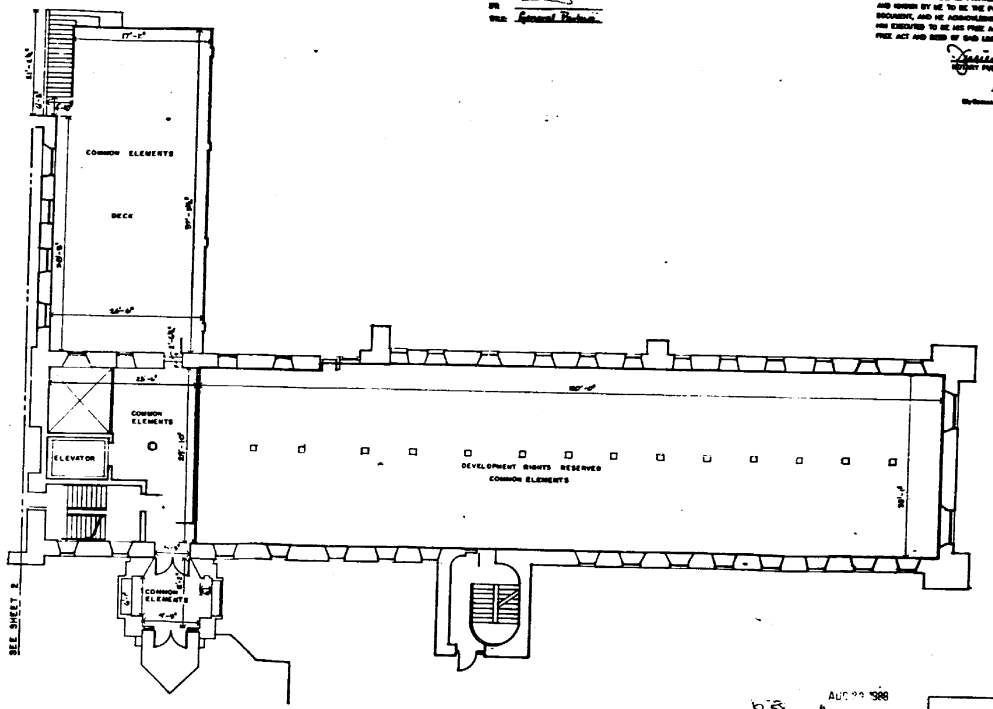
BY: _____
ITS: General Partner

STATE OF Massachusetts
COUNTY OF Suffolk

IN Boston ON THE 25th DAY OF August 1988, BEFORE ME PERSONALLY APPEARED Bernard Fidler THE General Partner OF ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THIS DOCUMENT, AND HE ACKNOWLEDGED SAID INSTRUMENT BY HIM EXECUTED TO BE HIS FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

Jessica Lobo
NOTARY PUBLIC

JESSICA L. LOBO
Notary Public
My Commission Expires June 6, 1991



AUG 29 1988

KEY PLAN

Book 6, Page 89

NOTES:
DIMENSIONS ARE INDICATED IN FEET AND INCHES.
ELEVATIONS BASED ON ASSUMED - NO MARKS.
ALL AREAS AND PARTS OF THE BUILDING WHICH ARE NOT PART OF A UNIT ARE COMMON ELEMENTS AS DESIGNATED.
FLOOR ELEVATION +/- 1' EXCEPT AS INDICATED
CEILING ELEVATION +7'-6" EXCEPT AS INDICATED

LEGEND:
LIMIT OF UNIT AS SHOWN

THE MILL AT ALLENDALE CONDOMINIUM

North Providence and Johnston, Rhode Island

Archetype Architecture Inc.
257 Newbury Street, Boston MA 02116

SECOND FLOOR PLAN

BUSINESS RECORDS CORPORATION

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

0 5 10 20 40

AUGUST 25, 1988 SHEET 4 OF 5

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE BUILDING PLANS ARE PART OF THE DECLARATION OF CONDOMINIUM FOR THE MILL AT ALLENDALE CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY R.I.G.L. 34-36.1-1.08 FOR THIS CONDOMINIUM.

Jonathan Lefferts — 8/26/88
JONATHAN LEFFERTS REGISTERED ARCHITECT — DATE

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP, DOES HEREBY CONSENT TO THE RECORDATION OF THESE PLANS IN THE LAND EVIDENCE RECORDS OF THE TOWN OF NORTH PROVIDENCE AND JOHNSTON.

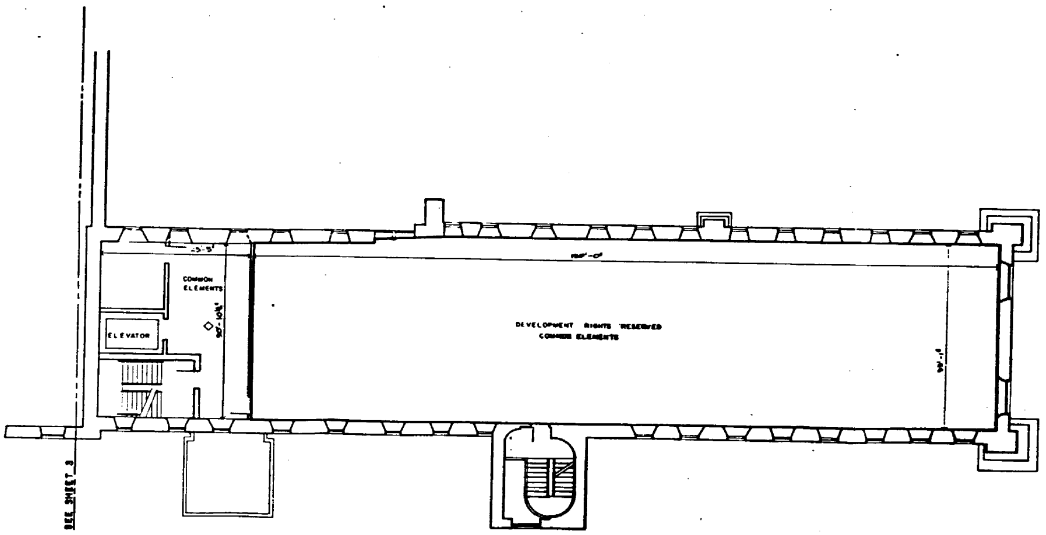
ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

BY: _____
ITS: General Partner

STATE OF Massachusetts
COUNTY OF Suffolk

On Boston on the 25th DAY OF August 1988, BEFORE ME PERSONALLY APPEARED Emery Libert the General Partner OF ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THIS DOCUMENT, AND HE ACKNOWLEDGED SAID DOCUMENT BY HIM EXECUTED TO BE HIS FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

Louise Polce
NOTARY PUBLIC



RECEIVED AUG 29 1988
10:58 A
35

KEY PLAN

Book 6, Page 90

THE MILL AT ALLENDALE CONDOMINIUM

North Providence and Johnston, Rhode Island

Architect: Architecture Inc.
257 Newbury Street, Boston MA 02116

THIRD FLOOR PLAN

NOTES:
DIMENSIONS ARE INDICATED IN FEET AND INCHES.
ELEVATIONS BASED ON ASSUMED BENCHMARKS.
ALL AREAS AND PARTS OF THE BUILDING WHICH ARE NOT PART OF A UNIT ARE COMMON ELEMENTS AS INDICATED.
FLOOR ELEVATION 24'-2" EXCEPT AS INDICATED
CEILING ELEVATION 17'-4" EXCEPT AS INDICATED

LEGEND:
LIMIT OF UNIT AS SHOWN

SCALE: 1/8"=1'-0"
0 4 8 16 32 FEET

AUGUST 25, 1988 SHEET 2 OF 9

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE BUILDING PLANS ARE PART OF THE DECLARATION OF CONDOMINIUM FOR THE MILL AT ALLENDALE CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY R.I.G.L. 34-36.1-2.09 FOR THIS CONDOMINIUM.

JONATHAN LEIPZIG, REGISTERED ARCHITECT — date

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP, HEREBY CONSENT TO THE RECORDATION OF THESE PLANS IN THE LAND EVIDENCE RECORDS OF THE TOWN OF NORTH PROVIDENCE AND JOHNSTON.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

BY: _____

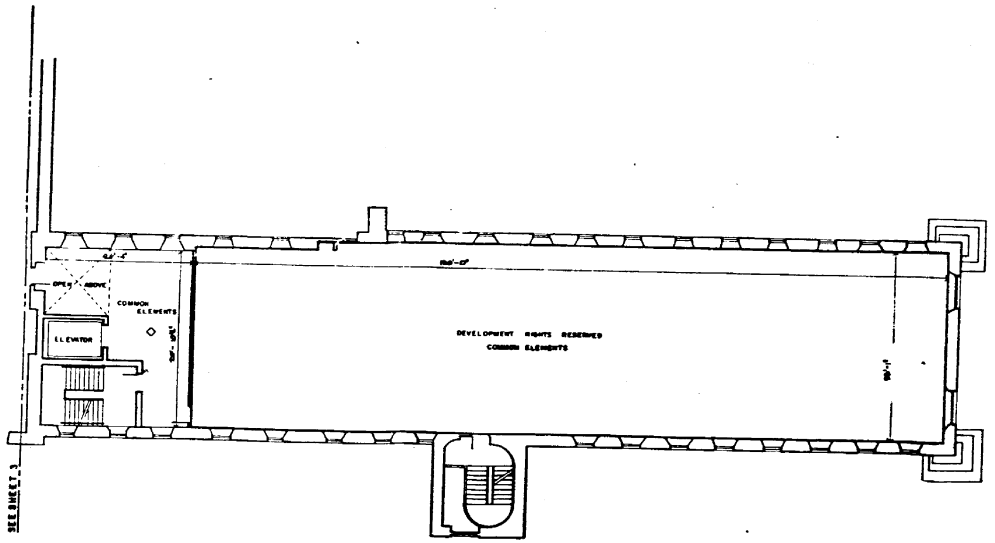
ITS: General Partner

STATE OF Massachusetts
COUNTY OF Suffolk

In Boston on the 28th day of August, 1988, before me personally appeared Henry Liberl, the General Partner of Allendale Mill Associates Limited Partnership, to me known and known by me to be the party executing this document, and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of said Limited Partnership.

Notary Public

My Commission Expires June 6, 1991



AUG 29 1988
10:55 a.m.

KEY PLAN

Book 6, Page 91

NOTES

DIMENSIONS ARE INDICATED IN FEET AND INCHES.
ELEVATIONS BASED ON ASSUMED BENCHMARKS.

ALL AREAS AND PARTS OF THE BUILDING WHICH ARE NOT PART OF A UNIT ARE COMMON ELEMENTS AS DEFINED.

FLOOR ELEVATION: 117.5' EXCEPT AS INDICATED
CEILING ELEVATION: 126.17' EXCEPT AS INDICATED

LEGEND

LIMIT OF UNIT AS SHOWN _____

THE MILL AT ALLENDALE CONDOMINIUM

North Providence and Johnston, Rhode Island

Archetype Architecture Inc.
257 Newbury Street, Boston MA 02116

FOURTH FLOOR PLAN

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

AUGUST 25, 1988 — SHEET 4 OF 9

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE BUILDING PLANS ARE PART OF THE DECLARATION OF CONDOMINIUM FOR THE MILL AT ALLENDALE CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY R.I.G.L. 34-36.1-2.09 FOR THIS CONDOMINIUM.

JONATHAN LEFFELL, REGISTERED ARCHITECT — DATE

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP, BEING HEREBY CONSENT TO THE RECORDATION OF THESE PLANS IN THE LAND EVIDENCE RECORDS OF THE TOWN OF NORTH PROVIDENCE AND JOHNSTON.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

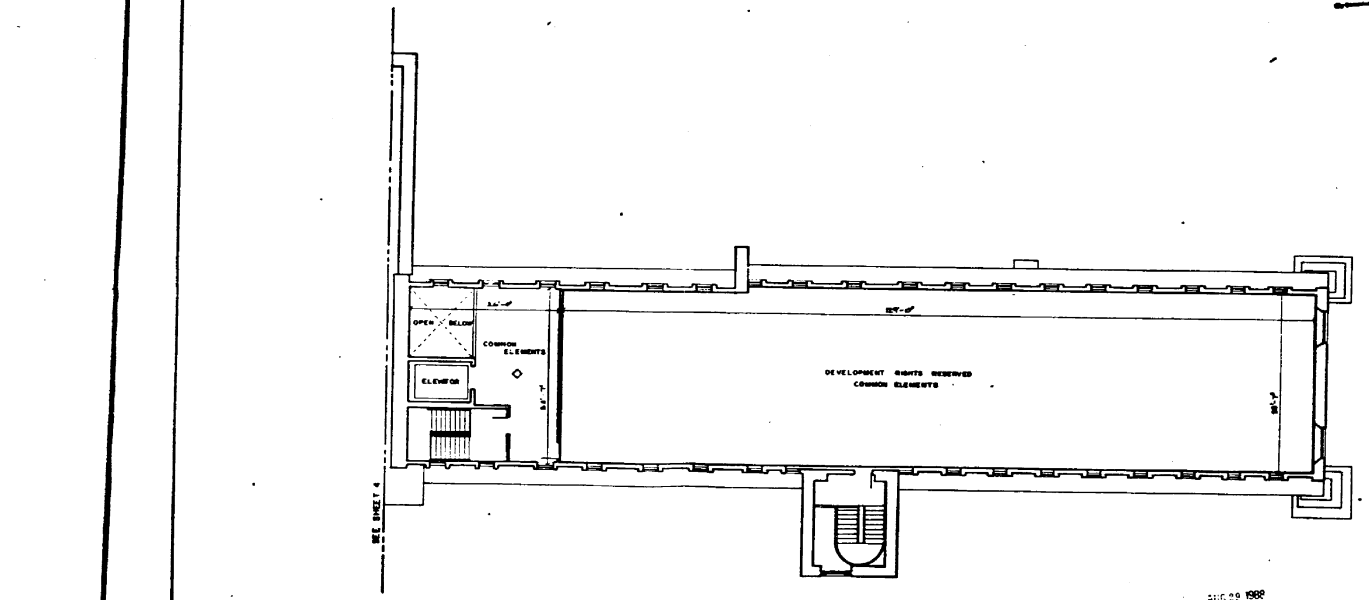
BY: _____

ITS: General Partner

STATE OF Massachusetts
COUNTY OF Suffolk

IN Boston ON THE 25th DAY OF August 1988, BEFORE ME PERSONALLY APPEARED Sidney Libert, General Partner OF ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, TO ME KNOWN AND KNOWN BY ME TO BE THE PARTY EXECUTING THIS DOCUMENT, AND HE ACKNOWLEDGED SAID DOCUMENT BY HIM EXECUTED TO BE HIS FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

NOTARY PUBLIC



AUG 29 1988

KEY PLAN

Book 6, Page 98

FIFTH FLOOR PLAN

NOTES

DIMENSIONS ARE INDICATED IN FEET AND INCHES. ELEVATIONS BASED ON ASSUMED BENCHMARKS.

ALL AREAS AND PARTS OF THE BUILDING WHICH ARE NOT PART OF A UNIT ARE COMMON ELEMENTS AS INDICATED.

FLOOR ELEVATION: 17'-4" EXCEPT AS INDICATED

CEILING ELEVATION: 28'-7" EXCEPT AS INDICATED

LEGEND

LOT OF UNIT AS SHOWN _____

THE MILL AT ALLENDALE CONDOMINIUM

North Providence and Johnston, Rhode Island

Archetype Architecture Inc.
257 Newbury Street, Boston MA 02116

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

AUGUST 25, 1988 SHEET 9 OF 9

DUPLICATE RECORDS OF INFORMATION

APPENDIX B

1. Deed from Greystone Realty Co. Inc. to George Carbone and Abraham Nathanson dated 5/28/76.

2. Deed from Abraham Nathanson and George Carbone to Moritz O. Bergmeyer d/b/a Bergmeyer Development Co. dated 8/21/86.

3. Form of Deed from Bergmeyer Development Co. to Allendale Mill Associates Limited Partnership dated 1987.

4. Form of Deed from David Leo Hendricks and Joyce E. Hendricks to Allendale Mill Associates Limited Partnership dated 1987.

5. Deed from Steven C. Hanley to Barry D. Libert dated 12/31/86.

6. UCC-1 Financing Statement dated 5/6/87 executed by A.M. Associated Limited Partnership as Debtor and First Mutual Bank for Savings as Secured Party.

7. Declaration of Condominium of the Mill at Allendale Condominium dated 8/26/88.

7. Deed from Allendale Mill Associates Limited Partnership to ANPC Associates Limited Partnership dated 6/15/89.

GREYSTONE REALTY CO. INC., a Rhode Island corporation, for consideration paid, grants to GEORGE CARBONE of the City of Warwick, County of Kent and State of Rhode Island, and ABRAHAM NATHANSON of the City of Cranston, County of Providence and State of Rhode Island, as Tenants in Common, with QUITCLAIM COVENANTS

All that manufacturing estate lying on the easterly side of the Woonasquatucket River, in the Town of North Providence, County of Providence in the State of Rhode Island, known as the Allendale Mill Estate, bounded and described as follows:

Beginning at a point in the westerly line of Woonasquatucket Avenue 296.7 feet southerly from Allendale Avenue, said point being in the line of a fence and at the southeasterly corner of land conveyed by Centredale Worsted Mills to Edward J. Whitehead by deed dated May 24, 1933; thence southerly along said fence on the westerly line of said Woonasquatucket Avenue, 161.2 feet to an angle in said avenue; thence continuing southerly along said fence and the westerly line of Woonasquatucket Avenue, 15.8 feet to the end of the mill fence; thence continuing southerly along the westerly line of Woonasquatucket Avenue, 195.2 feet to land conveyed by said Centredale Worsted Mills to Fred J. Milson by deed dated May 24, 1933; thence turning an interior angle of 90° 21' and running westerly bounding southerly on said Milson land, 155.55 feet; thence turning an interior angle of 265° 30' and running southerly bounding easterly on said Milson land, and on land now or formerly of Charles H. Lawton, 50 feet, more or less, to the northeasterly corner of Lot 72 on that plat entitled, "Plat of houselots Surveyed and platted by Samuel B. Cushing & Co. August, 1871 upon the estate of Obadiah Olney, deceased," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47; thence westerly along the northerly line of said lot 72, and on a line in continuation thereof, bounding southerly on Lots 72, 42, 39 and on the northerly end of an unnamed street delineated on said plat, 308.9 feet, more or less, to the easterly side or slope of the bank of the raceway now or formerly of said Centredale Worsted Mills; thence southerly along the upland on the easternmost edge of said slope or bank, and easterly of the wall of said raceway, to the southerly termination thereof; thence continuing on the easterly bank of said raceway and river, and on the easterly edge of the bank of the channel or sluiceway down into Lyman Pond, or Lymansville Pond, so-called; thence westerly, across said channel or sluiceway, bounding southerly on land and water rights now or formerly of the Lymansville Company, to the westerly side of said Pond; thence northerly on the westerly side of said pond, to the upland on the northerly margin of said Lymansville Pond; thence continuing northerly on said upland and upon and along the westernmost edge of the slope or bank of said channel or sluiceway, and upon and along the westerly bank of said river, to a point on the westerly bank about 82.5 feet below the present damn; thence westerly 118 feet, more or less, to an old chestnut

5/28/76 5/28/76 5/28/76 5/28/76 5/28/76 5/28/76

$22.00 $5.50

tree or stump thereof, thence N 13° E 99 feet, more or less, to the bank or margin of Allendale Pond, the last two lines enclosing a parcel or tract of upland on the westerly bank of the river for the construction and maintenance of the westerly abutment of the damn; thence northerly upon and along the bank on the margin of said mill pond and extending back therefrom about one-third of a rod upon the upland to a granite bound set in the westerly bank of the Woonasquatucket River, at the head of the Allendale Mill Pond, so-called, the said granite bound being 120.290 feet southeasterly from a railroad mile-stone on the Pascoag Branch of the New York, New Haven & Harford Railroad, said milestone being marked "D. J. 24 P. 6"; thence easterly at an angle of 115° 09' with the line drawn from said milestone to said granite bound, 102.46 feet to a granite bound on the easterly bank of the Woonasquatucket River; thence turning an interior angle of 192° 30' and running still easterly 103.21 feet to a granite bound set at the head of Allendale Mill Pond, so-called, on the westerly bank of the raceway now or formerly of the Centredale Worsted Mills; thence turning an interior angle of 229° 47' and running northeasterly 278.55 feet to a granite bound on the westerly bank of said raceway; thence turning an interior angle of 130° 33' and running easterly across said raceway, 76.15 feet to a granite bound set in the easterly bank of said Raceway on the southerly line of Grove Street, as delineated on plat entitled, "River View Plat of House Lots located at Centredale No. Prov. R. I. Belonging to S. A. Kelly By W. C. Bourn 1895," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 14; thence southerly and easterly along the easterly bank of the river, and the margin of the mill pond, to a fence extending to the edge of said pond; thence easterly along the said fence, 56 feet, more or less, to a granite bound; thence turning an interior angle of 84° 41' and running southerly along a fence and a wall, bounding easterly on land conveyed by Centredale Worsted Mills to Angeline Cimorelli by deed dated May 24, 1933 and on land conveyed by Centredale Worsted Mills to Ida Cusson Brand by deed dated May 24, 1933, to a corner of said wall; thence turning an exterior angle of 78° 53' and running easterly along said wall, 49.14 feet; thence turning an interior angle of 94° 43' and running southerly along a wall, 87.97 feet, the last two courses bounding on said Brand land; thence continuing southerly, along the easterly edge or shore of Allendale Mill Pond, to the easterly wall of the raceway now or formerly of Centredale Worsted Mills; thence southerly along the easterly wall of said raceway to the northerly line of Allendale Avenue; thence southerly crossing said avenue, to the southerly line thereof, and at the easterly wall of said raceway; thence easterly along the southerly line of said Allendale Avenue; to the westerly line of Woonasquatucket Avenue; thence southerly along the westerly line of Woonasquatucket Avenue 29.7 feet to land conveyed by Centredale Worsted Mills to Emmett G. Trainor and wife by deed dated June 1, 1933; thence turning an interior angle of 84° and running westerly bounding southerly on said Trainor land, 77 feet; thence turning an interior angle of 225° and running south-westerly bounding southeasterly on said Trainor land, 54.8 feet to the mill yard fence; thence southeasterly along said fence, bounding northeasterly on said Trainor land, 51.4 feet to an angle in said

fence; thence southerly along said fence, bounding easterly on said Trainor land, and on land conveyed by Centredale Worsted Mills to Winifred J. Whitehead et al by deed dated May 24, 1933, and on land conveyed by Centredale Worsted Mills by deed dated May 24, 1933 to Edward J. Whitehead, to an angle in said fence; thence southeasterly along said fence, bounding northeasterly on land of Edward J. Whitehead, 53.6 feet to another angle in said mill fence; thence easterly along said fence, bounding northerly on said land of Edward J.Whitehead, 81.4 feet to the westerly line of Woonasquatucket Avenue at the place of beginning.

Together with the right-of-way as reserved to Centredale Worsted Mills, its successors and assigns, in deed to Sanford E. Kinnecom of Lot 16 on Plat entitled, "Centredale Worsted Mills Situated in Allendale, N. Providence, R. I. F. P. Sheldon & Son Providence, R. I. surveyed and drawn in 1933," which plat is on record in the office of the Town Clerk of said North Providence, said deed being dated May 24, 1933 and recorded in said office in Deed Book 33 at page 515; and in deed to Sophia Zawistowski of Lot 17 on said plat, dated May 24, 1933 and recorded in said office on June 15, 1933 at 9:45 a.m. said right-of-way being over a strip of land 12 feet wide running along the westerly portion of Lots 16 and 17 aforesaid, adjoining the easterly face of the wall which runs along the raceway.

Also, those certain lots or parcels of land with all buildings and improvements thereon, situate in said Town of North Providence, and laid out and designated as Lots No. 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 65, 67, 68, 69, 70, 71, and 72 on that plat entitled, "Plat of houselots Surveyed and platted by Samuel B. Cushing & Co. August 1871 upon the estate of Obadiah Olney, deceased," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47.

EXCEPTING herefrom those lots conveyed prior hereto by this grantor to Providence Boys' Clubs, a Rhode Island non-business corporation by deed executed June 11, 1973, and recorded in said North Providence Land Records in book 86 at page 515.

Subject to easements and rights including flowage rights of record.

And for consideration, the grantor hereby grants to the grantee:

A. All damns, water, waterways, water power, water rights, rights of flowage, right or easement to divert water from river and all easements to dig channels or sluiceways and all rights-of-way and all other easements, rights or privileges and every kind belonging to said grantor, appurtenant to, connected with or belonging to mill estate in any manner or by any title whatsoever.

B. All grantor's right in and to Woonasquatucket River Co. and Stillwater Reservoir Co. and Woonasquatucket Reservoir Co. and waters of the same, so far as they are appurtenant to or are connected with said mill estate, and insofar as the grantor's membership in said companies or either of them will permit.

C. All rights which said grantor may now have by reason of or arising from the following rights and easements:

1) Right to divert water from said river as granted by instrument recorded in the office of the Town Clerk of said North Providence in Book 13 at page 246

2) Easement to dig channel or sluiceway contained in instrument recorded in said office in Book 17 at page 69.

3) Agreements as to height of damn contained in instruments recorded in said office in Book 7 at page 477, Book 9 at page 174 and in Book 7 at page 400.

Being a portion of the premises conveyed to THE ALLENDALE COMPANY by deed from COLLINS & AIKMAN CORP., dated June 30, 1944 and recorded in said office in Book 41 at page 418.

Subject to taxes assessed December 31, 1975.

IN WITNESS WHEREOF, GREYSTONE REALTY CO. INC. has affixed its seal hereto and caused these presents to be executed by its officer thereunto authorized this 28th day of May, 1976.

GREYSTONE REALTY CO. INC.

By _____
President

STATE OF RHODE ISLAND
PROVIDENCE, SC.

In Providence on the 28th day of May, 1976, before me personally appeared the above-named RAYMOND S. GREGSON in his capacity as President of GREYSTONE REALTY CO. INC., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of GREYSTONE REALTY CO. INC.

_____
Notary Public

RECEIVED FOR RECORD: May 28, 1976 at 3:45 P.M.
WITNESS:

_____
Town Clerk

WARRANTY DEED

We, ABRAHAM NATHANSON and GEORGE CARBONE, both of the City of Cranston, State of Rhode Island, for consideration paid, grant to MORITZ O. BERGMEYER, d/b/a BERGMEYER DEVELOPMENT CO. of the Commonwealth of Massachusetts, with WARRANTY COVENANTS

All that manufacturing estate lying on the easterly side of the Woonasquatucket River, in the Town of North Providence, County of Providence in the State of Rhode Island, known as the Allendale Mill Estate, bounded and described as follows:

Beginning at a point in the westerly line of Woonasquatucket Avenue 296.7 feet southerly from Allendale Avenue, said point being in the line of a fence and at the southeasterly corner of land conveyed by Centredale Worsted Mills to Edward J. Whitehead by deed dated May 24, 1933; thence southerly along said fence on the westerly line of said Woonasquatucket Avenue, 161.2 feet to an angle in said avenue; thence continuing southerly along said fence and the westerly line of Woonasquatucket Avenue, 15.8 feet to the end of the mill fence; thence continuing southerly along the westerly line of Woonasquatucket Avenue, 195.2 feet to land conveyed by said Centredale Worsted Mills to Fred J. Milson by deed dated May 24, 1933; thence turning an interior angle of 90° 21' and running westerly bounding southerly on said Milson land, 155.55 feet; thence turning an interior angle of 265° 30' and running southerly bounding easterly on said Milson land, and on land now or formerly of Charles H. Lawton, 50 feet, more or less, to the northeasterly corner of Lot 72 on that plat entitled, "Plat of house lots Surveyed and platted by Samuel B. Cushing & Co. August, 1871 upon the estate of Obadiah Olney, deceased", which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47; thence westerly along the northerly line of said lot 72, and on a line in continuation thereof, bounding southerly on Lots 72, 42, 39 and on the northerly end of an unnamed street delineated on said plat, 308.9 feet, more or less, to the easterly side or slope of the bank of the raceway now or formerly of said Centredale Worsted Mills; thence southerly along the upland on the easternmost edge of said slope or bank, and easterly of the wall of said raceway, to the southerly termination thereof; thence continuing on the easterly bank of said raceway and river, and on the easterly edge of the bank of the channel or sluiceway down into Lyman Pond, or Lymansville Pond, so-called; thence westerly, across said channel or sluiceway, bounding southerly on land and water rights now or formerly of the Lymansville Company, to the westerly side of said Pond; thence northerly on the westerly side of said pond, to the upland on the northerly margin of said Lymansville Pond; thence continuing northerly on said upland and upon and along the westernmost edge of the slope or bank of said channel or sluiceway, and upon and along the westerly bank of said river, to a point on the westerly bank about 82.5 feet below the present damn; thence westerly 118 feet, more or less, to an old chestnut

tree or stump thereof, thence N 13° E 99 feet, more or less, to the bank or margin of Allendale Pond, the last two lines enclosing a parcel or tract of upland on the westerly bank of the river for the construction and maintenance of the westerly abutment of the damn; thence northerly upon and along the bank on the margin of said mill pond and extending back therefrom about one-third of a rod upon the upland to a granite bound set in the westerly bank of the Woonasquatucket River, at the head of the Allendale Mill Pond, so-called, the said granite bound being 120.290 feet southeasterly from a railroad milestone on the Pascoag Branch of the New York, New Haven & Harford Railroad, said milestone being marked "D. J. 24 P. 6"; thence easterly at an angle of 115° 09' with the line drawn from said milestone to said granite bound, 102.46 feet to a granite bound on the easterly bank of the Woonasquatucket River; thence turning an interior angle of 192° 30' and running still easterly 103.21 feet to a granite bound set at the head of Allendale Mill Pond, so-called, on the westerly bank of the raceway now or formerly of the Centredale Worsted Mills; thence turning an interior angle of 229° 47' and running northeasterly 278.55 feet to a granite bound on the westerly bank of said raceway; thence turning an interior angle of 130° 33' and running easterly across said raceway, 76.15 feet to a granite bound set in the easterly bank of said Raceway on the southerly line of Grove Street, as delineated on plat entitled, "River View Plat of House Lots located at Centredale No. Prov. R. I. Belonging to S. A. Kelly By W. C. Bourn 1895," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 14; thence southerly and easterly along the easterly bank of the river, and the margin of the mill pond, to a fence extending to the edge of said pond; thence easterly along the said fence, 56 feet, more or less, to a granite bound; thence turning an interior angle of 84° 41' and running southerly along a fence and a wall, bounding easterly on land conveyed by Centredale Worsted Mills to Angeline Cimorelli by deed dated May 24, 1933 and on land conveyed by Centredale Worsted Mills to Ida Cusson Brand by deed dated May 24, 1933, to a corner of said wall; thence turning an exterior angle of 78° 53' and running easterly along said wall, 49.14 feet; thence turning an interior angle of 94° 43' and running southerly along a wall, 87.97 feet, the last two courses bounding on said Brand land; thence continuing southerly, along the easterly edge or shore of Allendale Mill Pond, to the easterly wall of the raceway now or formerly of Centredale Worsted Mills; thence southerly along the easterly wall of said raceway to the northerly line of Allendale Avenue; thence southerly crossing said avenue, to the southerly line thereof, and at the easterly wall of said raceway; thence easterly along the southerly line of said Allendale Avenue, to the westerly line of Woonasquatucket Avenue; thence southerly along the westerly line of Woonasquatucket Avenue 29.7 feet to land conveyed by Centredale Worsted Mills to Emmett G. Trainor and wife by deed dated June 1, 1933; thence turning an interior angle of 84° and running westerly bounding southerly on said Trainor land, 77 feet; thence turning an interior angle of 225° and running southwesterly bounding southeasterly on said Trainor land, 54.8 feet to the mill yard fence; thence southeasterly along said fence, bounding northeasterly on said Trainor land, 51.4 feet to an angle in said

fence; thence southerly along said fence, bounding easterly on said Trainor land, and on land conveyed by Centredale Worsted Mills to Winifred J. Whitehead et al by deed dated May 24, 1933, and on land conveyed by Centredale Worsted Mills by deed dated May 24, 1933 to Edward J. Whitehead, to an angle in said fence; thence southeasterly along said fence, bounding northeasterly on land of Edward J. Whitehead, 53.6 feet to another angle in said mill fence; thence easterly along said fence, bounding northerly on said land of Edward J.Whitehead, 81.4 feet to the westerly line of Woonasquatucket Avenue at the place of beginning.

Together with the right-of-way as reserved to Centredale Worsted Mills, its successors and assigns, in deed to Sanford E. Kinnecom of Lot 16 on Plat entitled, "Centredale Worsted Mills Situated in Allendale, N. Providence, R. I. F. P. Sheldon & Son Providence, R. I. surveyed and drawn in 1933," which plat is on record in the office of the Town Clerk of said North Providence, said deed being dated May 24, 1933 and recorded in said office in Deed Book 33 at page 515; and in deed to Sophia Zawistowski of Lot 17 on said plat, dated May 24, 1933 and recorded in said office on June 15, 1933 at 9:45 a.m. said right-of-way being over a strip of land 12 feet wide running along the westerly portion of Lots 16 and 17 aforesaid, adjoining the easterly face of the wall which runs along the raceway.

Also, those certain lots or parcels of land with all buildings and improvements thereon, situate in said Town of North Providence, and laid out and designated as Lots No. 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 65, 67, 68, 69, 70, 71, and 72 on that plat entitled, "Plat of houselots Surveyed and platted by Samuel B. Cushing & Co. August 1871 upon the estate of Obadiah Olney, deceased," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47.

EXCEPTING herefrom those lots conveyed prior hereto by Greystone Realty Co., Inc. to Providence Boys' Clubs, a Rhode Island non-business corporation by deed executed June 11, 1973, and recorded in said North Providence Land Records in book 86 at page 515.

EXCEPTING herefrom those lots conveyed prior hereto by this grantor to the Town of North Providence, a municipal corporation, by deed executed December 31, 1980, and recorded in said North Providence Land Records in book 113 at pages 168 and 169.

EXCEPTING herefrom that lot conveyed prior hereto by this grantor to Arthur Passarelli by deed executed April 30, 1981, and recorded in said North Providence Land Record in book 114 at page 569.

Subject to easements and rights including flowage rights of record.

And for consideration, the grantor hereby grants to the grantee:

A. All damns, water, waterways, water power, water rights, rights of flowage, right or easement to divert water from river and all easements to dig channels or sluiceways and all rights-of-way and all other easements, rights or privileges and every kind belonging to said grantor, appurtenant to, connected with or belonging to mill estate in any manner or by any title whatsoever.

B. All grantor's right in and to Woonasquatucket River Co. and Stillwater Reservoir Co. and Woonasquatucket Reservoir Co. and waters of the same, so far as they are appurtenant to or are connected with said mill estate, and insofar as the grantor's membership in said companies or either of them will permit.

C. All rights which said grantor may now have by reason of or arising from the following rights and easements:

(1) Right to divert water from said river as granted by instrument recorded in the office of the Town Clerk of said North Providence in Book 13 at page 246.

(2) Easement to dig channel or sluiceway contained in instrument recorded in said office in Book 17 at page 69.

(3) Agreements as to height of damn contained in instruments recorded in said office in Book 7 at page 477, Book 9 at page 174 and in Book 7 at page 400.

Being a portion of the premises conveyed to THE ALLENDALE COMPANY by deed from COLLINS & AIKMAN CORP., dated June 30, 1944 and recorded in said office in Book 41 at page 418.

The Documentary Stamps for this deed have been duly affixed to a deed from these Grantors to this Grantee, duly recorded with the North Providence Town Clerk.

This deed has been executed in duplicate for purpose of recording in the Town of North Providence and the Town of Johnston.

WITNESS our hands this 21st day of August, 1986.

Abraham Nathanson

George Carbone

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on this 21st day of August, 1986, before me personally appeared the above-named, Abraham Nathanson and George Carbone, to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument by them executed to be their free act and deed.

NOTARY PUBLIC
Milton Stanzler

Name and Address of Grantee:

Moritz O. Bergmeyer
d/b/a Bergmeyer Development Co.
Steven Langer Esq
Fish & Richardson
Exchange Place
Boston, MA

AUG 22 1986

Received at 12:31 P.M.

Agency Counter

WARRANTY DEED

I, MORITZ O. BERGMEYER d/b/a BERGMEYER DEVELOPMENT CO. of Boston, Massachusetts, for consideration paid, grant to ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership, with WARRANTY COVENANTS

All that manufacturing estate lying on the easterly side of the Woonasquatucket River, in the Town of North Providence, County of Providence in the State of Rhode Island, known as the Allendale Mill Estate, bounded and described as follows:

Beginning at a point in the westerly line of Woonasquatucket Avenue 296.7 feet southerly from Allendale Avenue, said point being in the line of a fence and at the southeasterly corner of land conveyed by Centredale Worsted Mills to Edward J. Whitehead by deed dated May 24, 1933; thence southerly along said fence on the westerly line of said Woonasquatucket Avenue, 161.2 feet to an angle in said avenue; thence continuing southerly along said fence and the westerly line of Woonasquatucket Avenue, 15.8 feet to the end of the mill fence; thence continuing southerly along the westerly line of Woonasquatucket Avenue, 195.2 feet to land conveyed by said Centredale Worsted Mills to Fred J. Milson by deed dated May 24, 1933; thence turning an interior angle of 90° 21' and running westerly bounding southerly on said Milson land, 155.55 feet; thence turning an interior angle of 265° 30' and running southerly bounding easterly on said Milson land, and on land now or formerly of Charles H. Lawton, 50 feet, more or less, to the northeasterly corner of Lot 72 on that plat entitled, "Plat of house lots Surveyed and platted by Samuel B. Cushing & Co. August, 1871 upon the estate of Obadiah Olney, deceased", which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47; thence westerly along the northerly line of said lot 72, and on a line in continuation thereof, bounding southerly on Lots 72, 42, 39 and on the northerly end of an unnamed street delineated on said plat, 308.9 feet, more or less, to the easterly side or slope of the bank of the raceway now or formerly of said Centredale Worsted Mills; thence southerly along the upland on the easternmost edge of said slope or bank, and easterly of the wall of said raceway, to the southerly termination thereof; thence continuing on the easterly bank of said raceway and river, and on the easterly edge of the bank of the channel or sluiceway down into Lyman Pond, or Lymansville Pond, so-called; thence westerly, across said channel or sluiceway, bounding southerly on land and water rights now or formerly of the Lymansville Company, to the westerly side of said Pond; thence northerly on the westerly side of said pond, to the upland on the northerly margin of said Lymansville Pond; thence continuing northerly on said upland and upon and along the westernmost edge of the slope or bank of said channel or sluiceway, and upon and along the westerly bank of said river, to a point on the westerly bank about 82.5 feet below the present damn; thence westerly 118 feet, more or less, to an old chestnut

tree or stump thereof, thence N 13° E 99 feet, more or less, to the bank or margin of Allendale Pond, the last two lines enclosing a parcel or tract of upland on the westerly bank of the river for the construction and maintenance of the westerly abutment of the damn; thence northerly upon and along the bank on the margin of said mill pond and extending back therefrom about one-third of a rod upon the upland to a granite bound set in the westerly bank of the Woonasquatucket River, at the head of the Allendale Mill Pond, so-called, the said granite bound being 120.290 feet southeasterly from a railroad mile-stone on the Pascoag Branch of the New York, New Haven & Harford Railroad, said milestone being marked "D. J. 24 P. 6"; thence easterly at an angle of 115° 09' with the line drawn from said milestone to said granite bound, 102.46 feet to a granite bound on the easterly bank of the Woonasquatucket River; thence turning an interior angle of 192° 30' and running still easterly 103.21 feet to a granite bound set at the head of Allendale Mill Pond, so-called, on the westerly bank of the raceway now or formerly of the Centredale Worsted Mills; thence turning an interior angle of 229° 47' and running northeasterly 278.55 feet to a granite bound on the westerly bank of said raceway; thence turning an interior angle of 130° 33' and running easterly across said raceway, 76.15 feet to a granite bound set in the easterly bank of said Raceway on the southerly line of Grove Street, as delineated on plat entitled, "River View Plat of House Lots located at Centredale No. Prov. R. I. Belonging to S. A. Kelly By W. C. Bourn 1895," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 14; thence southerly and easterly along the easterly bank of the river, and the margin of the mill pond, to a fence extending to the edge of said pond; thence easterly along the said fence, 56 feet, more or less, to a granite bound; thence turning an interior angle of 84° 41' and running southerly along a fence and a wall, bounding easterly on land conveyed by Centredale Worsted Mills to Angeline Cimorelli by deed dated May 24, 1933 and on land conveyed by Centredale Worsted Mills to Ida Cusson Brand by deed dated May 24, 1933, to a corner of said wall; thence turning an exterior angle of 78° 53' and running easterly along said wall, 49.14 feet; thence turning an interior angle of 94° 43' and running southerly along a wall, 87.97 feet, the last two courses bounding on said Brand land; thence continuing southerly, along the easterly edge or shore of Allendale Mill Pond, to the easterly wall of the raceway now or formerly of Centredale Worsted Mills; thence southerly along the easterly wall of said raceway to the northerly line of Allendale Avenue; thence southerly crossing said avenue, to the southerly line thereof, and at the easterly wall of said raceway; thence easterly along the southerly line of said Allendale Avenue, to the westerly line of Woonasquatucket Avenue; thence southerly along the westerly line of Woonasquatucket Avenue 29.7 feet to land conveyed by Centredale Worsted Mills to Emmett G. Trainor and wife by deed dated June 1, 1933; thence turning an interior angle of 84° and running westerly bounding southerly on said Trainor land, 77 feet; thence turning an interior angle of 225° and running south-westerly bounding southeasterly on said Trainor land, 54.8 feet to the mill yard fence; thence southeasterly along said fence, bounding northeasterly on said Trainor land, 51.4 feet to an angle in said

fence; thence southerly along said fence, bounding easterly on said Trainor land, and on land conveyed by Centredale Worsted Mills to Winifred J. Whitehead et al by deed dated May 24, 1933, and on land conveyed by Centredale Worsted Mills by deed dated May 24, 1933 to Edward J. Whitehead, to an angle in said fence; thence southeasterly along said fence, bounding northeasterly on land of Edward J. Whitehead, 53.6 feet to another angle in said mill fence; thence easterly along said fence, bounding northerly on said land of Edward J.Whitehead, 81.4 feet to the westerly line of Woonasquatucket Avenue at the place of beginning.

Together with the right-of-way as reserved to Centredale Worsted Mills, its successors and assigns, in deed to Sanford E. Kinnecom of Lot 16 on Plat entitled, "Centredale Worsted Mills Situated in Allendale, N. Providence, R. I. F. P. Sheldon & Son Providence, R. I. surveyed and drawn in 1933," which plat is on record in the office of the Town Clerk of said North Providence, said deed being dated May 24, 1933 and recorded in said office in Deed Book 33 at page 515; and in deed to Sophia Zawistowski of Lot 17 on said plat, dated May 24, 1933 and recorded in said office on June 15, 1933 at 9:45 a.m. said right-of-way being over a strip of land 12 feet wide running along the westerly portion of Lots 16 and 17 aforesaid, adjoining the easterly face of the wall which runs along the raceway.

Also, those certain lots or parcels of land with all buildings and improvements thereon, situate in said Town of North Providence, and laid out and designated as Lots No. 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 65, 67, 68, 69, 70, 71, and 72 on that plat entitled, "Plat of houselots Surveyed and platted by Samuel B. Cushing & Co. August 1871 upon the estate of Obadiah Olney, deceased," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47.

EXCEPTING herefrom those lots conveyed prior hereto by Greystone Realty Co., Inc. to Providence Boys' Clubs, a Rhode Island non-business corporation by deed executed June 11, 1973, and recorded in said North Providence Land Records in book 86 at page 515.

EXCEPTING herefrom those lots conveyed prior hereto by this grantor to the Town of North Providence, a municipal corporation, by deed executed December 31, 1980, and recorded in said North Providence Land Records in book 113 at pages 168 and 169.

EXCEPTING herefrom that lot conveyed prior hereto by this grantor to Arthur Passarelli by deed executed April 30, 1981, and recorded in said North Providence Land Record in book 114 at page 569.

Subject to easements and rights including flowage rights of record.

And for consideration, the grantor hereby grants to the grantee:

A. All dams, water, waterways, water power, water rights, rights of flowage, right or easement to divert water from river and all easements to dig channels or sluiceways and all rights-of-way and all other easements, rights or privileges and every kind belonging to said grantor, appurtenant to, connected with or belonging to mill estate in any manner or by any title whatsoever.

B. All grantor's right in and to Woonasquatucket River Co. and Stillwater Reservoir Co. and Woonasquatucket Reservoir Co. and waters of the same, so far as they are appurtenant to or are connected with said mill estate, and insofar as the grantor's membership in said companies or either of them will permit.

C. All rights which said grantor may now have by reason of or arising from the following rights and easements:

(1) Right to divert water from said river as granted by instrument recorded in the office of the Town Clerk of said North Providence in Book 13 at page 246.

(2) Easement to dig channel or sluiceway contained in instrument recorded in said office in Book 17 at page 69.

(3) Agreements as to height of damn contained in instruments recorded in said office in Book 7 at page 477, Book 9 at page 174 and in Book 7 at page 400.

Being a portion of the premises conveyed to THE ALLENDALE COMPANY by deed from COLLINS & AIKMAN CORP., dated June 30, 1944 and recorded in said office in Book 41 at page 418.

Being the premises conveyed to Moritz O. Bergmeyer d/b/a Bergmeyer Development Co. by deed from Abraham Nathanson and George Carbone, dated August 21, 1986 and recorded in said office in Book 150 at Page 1028.

WITNESS my hand this ____ day of _____, 1987.

_____
Moritz O. Bergmeyer d/b/a
Bergmeyer Development Co.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. _____, 1987

In Boston, on this ____ day of _____, 1987, before me personally appeared the above-named, Moritz O. Bergmeyer d/b/a Bergmeyer Development Co., to me known and known by me to be the parties executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.

_____
NOTARY PUBLIC

My Commission Expires:_____

Name and Address of Grantee:

Allendale Mill Associates Limited Partnership
c/o Milestone Associates
257 Newbury Street
Boston, MA 02116

This deed has been executed in duplicate for purpose of recording in the Town of North Providence and the Town of Johnston.

DAVID LEO HENDRICKS & JOYCE E. HENDRICKS, husband and wife of North Providence, RI

~~of~~

for consideration paid, grant to Allendale Mill Associates Limited Partnership, a Massachusetts limited partnership,

~~of~~ _____ with WARRANTY COVENANTS

(Description, and Incumbrances, if any)

That certain lot or parcel of land with all buildings and improvements thereon, situated on the westerly side of Woonasquatucket Avenue in the Town of North Providence and State of Rhode Island, and laid out and designated as lot numbered twenty (20) on that plat entitled, "Centredale Worsted Mills situated in Allendale, N. Providence, R.I., F.P. Sheldon and Son, Providence, R.I., Surveyed and Drawn in 1933", which said plat is recorded in the Town Clerk's Office in the Town of North Providence.

Said lot is bounded and described as follows:

Beginning at a point on the westerly line of Woonasquatucket Avenue one hundred ninety eighty and 7/100 (198.7) feet southerly from Allendale Avenue; thence westerly along a line drawn at a right angle with the westerly line of said Woonasquatucket Avenue, bounding northerly on land now or formerly of Wilfred J. Whitehead and others ninety-three (93) feet to a fence; thence southerly along said fence thirty-six and 4/10 (36.4) feet; thence in a generally southeasterly direction along said fence fifty-three and 6/10 (53.6) feet; thence easterly along said fence eighty-one and 4/10 (81.4) feet to Woonasquatucket Avenue; thence northerly bounding easterly on said Woonasquatucket Avenue ninety-eight (98) feet to the first mentioned and starting point.

Allendale Avenue is referred to in the above description of land as that street so designated which is laid out on the above-named plat.

Subject to taxes assessed December 31, 1986.

Being the same premises conveyed to these grantors by deed from David Leo Hendricks dated August 15, 1979 and recorded in Book 107 at page 1027 of the North Providence Land Evidence Records.

_____ husband / wife of the grantor

release to said grantee all right of curtesy / dower and all other interest in the aforedescribed premises.

Witness ~~our~~ hand ~~s~~ this _____ _____ day of _____ 19 87

DAVID LEO HENDRICKS

JOYCE E. HENDRICKS

State of Rhode Island, Etc.
COUNTY OF

In _____ on the _____ day of _____, 19 87

before me personally appeared DAVID LEO HENDRICKS & JOYCE E. HENDRICKS

to me known and known by me to be the part ies executing the foregoing instrument, and they _____ acknowledged said instrument, by them executed, to be their free act and deed.

_____ _____

_____ _____

(PRINT OR TYPE: NAME AND ADDRESS OF GRANTEE)

I, DAVID LEO HENDRICKS,

of the Town of North Providence, County of Providence, State of Rhode Island
for consideration paid, grant to DAVID LEO HENDRICKS and JOYCE E. HENDRICKS, husband and wife, of said Town of North Providence, as TENANTS BY THE ENTIRETY AND NOT AS TENANTS IN COMMON

of _____ with QUIT-CLAIM COVENANTS
(Description, and Incumbrances, if any)

That certain lot or parcel of land with all buildings and improvements thereon situated on the westerly side of Woonasquatucket Avenue in the Town of North Providence and State of Rhode Island, and laid out and designated as lot numbered twenty (20) on that plat entitled "Centredale Worsted Mills situated in Allendale, N. Providence, R.I.., F.P. Sheldon and Son, Providence, R.I., surveyed and drawn in 1933", which said plat is recorded in the Town Clerk's Office in the Town of North Providence.

Said lot is bounded and described as follows:-beginning at a point on the westerly line of Woonasquatucket Avenue one hundred ninety eight and 7/10 (198.7) feet southerly from Allendale Avenue; thence westerly along a line drawn at a right angle with the westerly line of said Woonasquatucket Avenue, bounding northerly on land now or formerly of Wilfred J. Whitehead and others ninety-three (93) feet to a fence; thence southerly along said fence thirty-six and 4/10 (36.4) feet; thence in a generally southeasterly direction along said fence fifty-three and 6/10 (53.6) feet; thence easterly along said fence eighty-one and 4/10 (81.4) feet to Woonasquatucket Avenue; thence northerly bounding easterly on said Woonasquatucket Avenue ninety-eight (98) feet to the first mentioned and starting point.

Allendale Avenue is referred to in the above description of land as that street so designated which is laid out on the above-named plat.

Said premises being the same premises conveyed to this grantor by Henry E. Stevens and Phyllis Stevens by Warranty Deed dated July 14, 1977, and recorded that date in the Office of the Land Evidence Records of the Town of North Providence in Book 98 at Page 727.

Said premises are conveyed by this grantor subject to a Mortgage Deed from David Leo Hendricks to Woonsocket Institution for Savings, dated July 14, 1977 and recorded that date in the Office of the Land Evidence Records in the Town of North Providence.

The consideration for this conveyance is such that no revenue stamps are required.

_____ ~~husband~~ wife ~~of the grantor~~

~~release to said grantee all right of curtesy~~ dower ~~and all other interest in the aforedescribed premises.~~

Witness my hand this 15th day of August 19 79

David Leo Hendricks
DAVID LEO HENDRICKS

State of Rhode Island, Etc.
COUNTY OF Providence

In Providence on the 15th day of August, 19 79
before me personally appeared DAVID LEO HENDRICKS

to me known and known by me to be the party executing the foregoing instrument, and _____ he acknowledged said instrument, by him executed, to be his free act and deed.

RECEIVED FOR RECORD: Sept. 7, 1979 @ 1:05 P.M.

Richard S. McSmith

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, STEPHEN C. HANLEY, of the Town of North Providence, State of Rhode Island, for consideration paid, grant to BARRY D. LIBERT, of the City of Boston, State of Massachusetts, individually, all of my right, title and interest in and to that certain real estate located in the Town of North Providence, State of Rhode Island, bounded and described as follows, WITH WARRANTY COVENANTS:

That certain lot of land with any buildings and improvements thereon situated on the westerly side of Woonasquatucket Avenue in the Town of North Providence, County of Providence and State of Rhode Island laid out and designated as lot numbered 18 (eighteen) in Section B on that Plat entitled "Centerdale Worsted Mills Situated in Allendale, N. Providence, R.I., F.F. Sheldon & Son, Providence, R.I., Surveyed and Drawn in 1933," which Plat is recorded in the Office of the Town Clerk in said Town of North Providence on Plat Card 125.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of December, 1986.

STEPHEN C. HANLEY

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 30th day of December, 1986, personally appeared before me STEPHEN C. HANLEY, to me known and known by me to be the party executing the foregoing Warranty Deed, and he acknowleged said Deed by him executed to be his free act and deed.

Charles F. Rogers Jr.

NOTARY PUBLIC
My commission expires : 6/30/91
CHARLES F. ROGERS JR.

Grantee's address: 257 Newbury Street, Boston, MA 02116

ey and Baccala
torneys at Law
Benefit Street
dence, R.I. 02904
el Staples House"
401) 273-0700

Town of Johnston, Rhode Island

BOOK 23 PAGE 212

This FINANCING STATEMENT is presented to the SECRETARY OF STATE for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)
A. M. Associates Limited Partnership 257 Newbury Street Boston, Massachusetts 02116	First Mutual Bank for Savings 800 Boylston Street Prudential Tower, 46th Floor Boston, Massachusetts 02199

MAY 6 1987

FILED

12:10 P.M.

3. This financing statement covers the following types (or items) of property. The collateral described herein does not consist of consumer goods having an aggregate original purchase price of less than three hundred dollars ($300), excluding interest, insurance and other finance charges.

See Exhibit A and B attached hereto and incorporated herein by reference.

The Debtor hereunder is Allendale Mill Associates Limited Partnership d/b/a A. M. Associates Limited Partnership.

23/212 FOR FILING OFFICER USE

(4) Secured Party Copy

Check if covered ☒ Proceeds of Collateral are also covered ☒ Products of Collateral are also covered Maturity Date (if any).....

Filed with: STATE OF RHODE ISLAND, SECRETARY OF STATE, UNIFORM COMMERCIAL CODE DIV., STATE HOUSE, PROVIDENCE, R.I. 02903

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. (Filing Fee $2.00).

Dated: _____ 19____ By: _____
(Signature of Secured Party or Assignee of Record — Not Valid until signed)

(3) Filing Officer Copy — Acknowledgment — Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

EXHIBIT A

Parcel One

All that manufacturing estate lying on the easterly side of the Woonasquatucket River, in the Town of North Providence and the Town of Johnston, County of Providence in the State of Rhode Island, known as the Allendale Mill Estate, bounded and described as follows:

Beginning at a point in the westerly line of Woonasquatucket Avenue 296.7 feet southerly from Allendale Avenue, said point being in the line of a fence and at the southeasterly corner of land conveyed by Centredale Worsted Mills to Edward J. Whitehead by deed dated May 24, 1933; thence southerly along said fence on the westerly line of said Woonasquatucket Avenue, 161.2 feet to an angle in said avenue; thence continuing southerly along said fence and the westerly line of Woonasquatucket Avenue, 15.8 feet to the end of the mill fence; thence continuing southerly along the westerly line of Woonasquatucket Avenue, 195.2 feet to land conveyed by said Centredale Worsted Mills to Fred J. Milson by deed dated May 24, 1933; thence turning an interior angle of 90° 21' and running westerly bounding southerly on said Milson land, 155.55 feet; thence turning an interior angle of 265° 30' and running southerly bounding easterly on said Milson land, and on land now or formerly of Charles H. Lawton, 50 feet, more or less, to the northeasterly corner of Lot 72 on that plat entitled, "Plat of house lots surveyed and platted by Samuel B. Cushing & Co. August, 1871 upon the estate of Obadiah Olney, deceased", which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47; thence westerly along the northerly line of said lot 72, and on a line in continuation thereof, bounding southerly on Lots 72, 42, 39 and on the northerly end of an unnamed street delineated on said plat, 308.9 feet, more or less, to the easterly side or slope of the bank of the raceway now or formerly of said Centredale Worsted Mills; thence southerly along the upland on the easternmost edge of said slope or bank, and easterly of the wall of said raceway, to the southerly termination thereof; thence continuing on the easterly bank of said raceway and river, and on the easterly edge of the bank of the channel or sluiceway down into Lyman Pond, or Lymansville Pond, so-called; thence westerly, across said channel or sluiceway, bounding southerly on land and water rights now or formerly of the Lymansville Company, to the westerly side of said Pond; thence northerly on the westerly side of said pond, to the upland on the northerly margin of said Lymansville Pond; thence continuing northerly on said upland and upon and along the westernmost edge of the slope or bank of said

channel or sluiceway, and upon and along the westerly bank of said river, to a point on the westerly bank about 82.5 feet below the present dam; thence westerly 118 feet, more or less, to an old chestnut tree or stump thereof, thence N 13° E 99 feet, more or less, to the bank or margin of Allendale Pond, the last two lines enclosing a parcel or tract of upland on the westerly bank of the river for the construction and maintenance of the westerly abutment of the dam; thence northerly upon and along the bank on the margin of said mill pond and extending back therefrom about one-third of a rod upon the upland to a granite bound set in the westerly bank of the Woonasquatucket River, at the head of the Allendale Mill Pond, so-called, the said granite bound being 120.290 feet southeasterly from a railroad milestone on the Pascoag Branch of the New York, New Haven & Hartford Railroad, said milestone being marked "D. J. 24 P. 6", thence easterly at an angle of 115° 09' with the line drawn from said milestone to said granite bound, 102.46 feet to a granite bound on the easterly bank of the Woonasquatucket River; thence turning an interior angle of 192° 30' and running still easterly 103.21 feet to a granite bound set at the head of Allendale Mill Pond, so-called, on the westerly bank of the raceway now or formerly of the Centredale Worsted Mills; thence turning an interior angle of 229° 47' and running northeasterly 278.55 feet to a granite bound on the westerly bank of said raceway; thence turning an interior angle of 130° 33' and running easterly across said raceway, 76.15 feet to a granite bound set in the easterly bank of said Raceway on the southerly line of Grove Street, as delineated on plat entitled, "River View Plat of House Lots located at Centredale No. Prov. R. I. Belonging to S. A. Kelly By W. C. Bourn 1895," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 14; thence southerly and easterly along the easterly bank of the river, and the margin of the mill pond, to a fence extending to the edge of said pond; thence easterly along the said fence, 56 feet, more or less, to a granite bound; thence turning an interior angle of 84° 41' and running southerly along a fence and a wall, bounding easterly on land conveyed by Centredale Worsted Mills to Angeline Cimorelli by deed dated May 24, 1933 and on land conveyed by Centredale Worsted Mills to Ida Cusson Brand by deed dated May 24, 1933, to a corner of said wall; thence turning an exterior angle of 78° 53' and running easterly along said wall, 49.14 feet; thence turning an interior angle of 94° 43' and running southerly along a wall, 87.97 feet, the last two courses bounding on said Brand land; thence continuing southerly, along the easterly edge or shore of Allendale Mill Pond, to the easterly wall of the raceway now or formerly of Centredale Worsted Mills; thence southerly along the easterly wall of said raceway to the northerly line of Allendale Avenue; thence southerly crossing said avenue, to the southerly line thereof, and at

the easterly wall of said raceway; thence easterly along the southerly line of said Allendale Avenue, to the westerly line of Woonasquatucket Avenue; thence southerly along the westerly line of Woonasquatucket Avenue 29.7 feet to land conveyed by Centredale Worsted Mills to Emmett G. Trainor and wife by deed dated June 1, 1933; thence turning an interior angle of 84° and running westerly bounding southerly on said Trainor land, 77 feet; thence turning an interior angle of 225° and running southwesterly bounding southeasterly on said Trainor land, 54.8 feet to the mill yard fence; thence southeasterly along said fence, bounding northeasterly on said Trainor land, 51.4 feet to an angle in said fence; thence southerly along said fence, bounding easterly on said Trainor land, and on land conveyed by Centredale Worsted Mills to Winifred J. Whitehead et al by deed dated May 24, 1933, and on land conveyed by Centredale Worsted Mills by deed dated May 24, 1933 to Edward J. Whitehead, to an angle in said fence; thence southeasterly along said fence, bounding northeasterly on land of Edward J. Whitehead, 53.6 feet to another angle in said mill fence; thence easterly along said fence, bounding northerly on said land of Edward J. Whitehead, 81.4 feet to the westerly line of Woonasquatucket Avenue at the place of beginning.

Together with the right-of-way as reserved to Centredale Worsted Mills, its successors and assigns, in deed to Sanford E. Kinnecom of Lot 16 on Plat entitled, "Centredale Worsted Mills Situated in Allendale, N. Providence, R. I. F. P. Sheldon & Son Providence, R. I. surveyed and drawn in 1933," which plat is on record in the office of the Town Clerk of said North Providence, said deed being dated May 24, 1933 and recorded in said office in Deed Book 33 at page 515; and in deed to Sophia Zawistowski of Lot 17 on said plat, dated May 24, 1933 and recorded in said office on June 15, 1933 at 9:45 a.m. said right-of-way being over a strip of land 12 feet wide running along the westerly portion of Lots 16 and 17 aforesaid, adjoining the easterly face of the wall which runs along the raceway.

Also, those certain lots or parcels of land with all buildings and improvements thereon, situate in said Town of North Providence, and laid out and designated as Lots No. 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 65, 67, 68, 69, 70, 71, and 72 on that plat entitled, "Plat of house lots surveyed and platted by Samuel B. Cushing & Co. August 1871 upon the estate of Obadiah Olney, deceased," which plat is recorded in the office of the Town Clerk of said North Providence on Plat Card 47.

EXCEPTING here from those lots conveyed prior hereto by Greystone Realty Co., Inc. to Providence Boys' Clubs, a

Rhode Island non-business corporation by deed executed June 11, 1973, and recorded in said North Providence Land Records in book 86 page 515.

EXCEPTING here from those lots conveyed prior to the Town of North Providence, a municipal corporation, by deed executed December 31, 1980, and recorded in said North Providence Land Records in book 113 at pages 168 and 169.

EXCEPTING herefrom that lot conveyed to Arthur Passarelli by deed executed April 30, 1981, and recorded in said North Providence Land Record in book 114 at page 569.

Together with all easements and rights appurtenant thereto, including without limitation all water rights and flowage rights.

Parcel Two

That certain lot of land with any buildings and improvements thereon situated on the westerly side of Woonasquatucket Avenue in the Town of North Providence, County of Providence and State of Rhode Island laid out and designated as lot numbered 18 (eighteen) in Section B on that Plat entitled "Centerdale Worsted Mills Situated in Allendale, N. Providence, R.I., F.F. Sheldon & Son, Providence, R.I., Surveyed and Drawn in 1933," which Plat is recorded in the Office of the Town Clerk in said Town of North Providence on Plat Card 125.

Parcel Three

That certain lot of land with all buildings and improvements thereon, situated on the westerly side of Woonasquatucket Avenue in the Town of North Providence and State of Rhode Island, and laid out and designated as lot numbered twenty (20) on that plat entitled, "Centredale Worsted Mills situated in Allendale, N. Providence, R.I., F.P. Sheldon and Son, Providence, R.I., Surveyed and Drawn in 1933", which said plat is recorded in the Town Clerk's Office in the Town of North Providence.

Said lot is bounded and described as follows:

Beginning at a point on the westerly line of Woonasquatucket Avenue one hundred ninety-eight and 7/100 (198.7) feet southerly from Allendale Avenue; thence westerly along a line drawn at a right angle with the westerly line of said Woonasquatucket Avenue, bounding northerly on land now or formerly of Wilfred J. Whitehead and others ninety-three (93) feet to a fence; thence southerly along said fence thirty-six and 4/10 (36.4) feet; thence in a generally southeasterly direction along said fence fifty-three and 6/10 (53.6) feet;

thence easterly along said fence eighty-one and 4/10 (81.4) feet to Woonasquatucket Avenue; thence northerly bounding easterly on said Woonasquatucket Avenue ninety-eight (98) feet to the first mentioned and starting point.

Allendale Avenue is referred to in the above description of land as that street so designated which is laid out on the above-named plat.

For Debtor's title, see deeds from: a) Moritz O. Bergmeyer d/b/a Bergmeyer Development Co. dated February 18, 1987, recorded in North Providence Land Records and Johnston Land Records; b) David Leo Hendricks and Joyce E. Hendricks, dated February 26, 1987, recorded in North Providence Land Records; and c) Barry D. Libert, dated February 27, 1987, recorded in North Providence Land Records.

EXHIBIT B

This financing statement covers the following types of property: All of Debtor's fixtures, machinery, equipment and personal property including, but not limited to, service contracts, warranties, licenses, permits, furniture, furnishings, building materials and supplies now or hereafter owned by the Debtor and now or hereafter situated on the permises known as and numbered 494 Woonasquatucket Avenue, North Providence, Rhode Island (the "Premises") described in Exhibit A attached hereto or used therewith, all substitutions, replacements, additions and attachments thereon, all products and proceeds of the accessions to any thereof, and all sums which may become payable under insurance policies procured and maintained by Debtor pursuant to the terms hereof. There is specifically excluded from the foregoing, personal property of and fixtures installed by, tenants of the Premises, which personal property and fixtures said tenants have the right to remove by the provisions of their tenancy arrangements.

19108

BOOK 0218 PAGE 0100

DECLARATION OF CONDOMINIUM

THE MILL AT ALLENDALE CONDOMINIUM

Prepared by:

Edwards & Angell
2700 Hospital Trust Tower
Providence, Rhode Island 02903

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DECLARATION

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THE MILL AT ALLENDALE CONDOMINIUM

DECLARATION

THIS DECLARATION, made and entered into this 26th day of AUGUST, 1988, by ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership (hereinafter, together with its successors and assigns, called "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land located in the Town of North Providence, State of Rhode Island, and more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements located thereon and appurtenances thereto and all articles of personal property intended for use in connection therewith (the "Property"); and

WHEREAS, the Declarant desires to establish the Property as a condominium project pursuant to the Rhode Island Condominium Act subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, each of which is for the benefit of the Property and the subsequent owners thereof;

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be, and hereby is, subject to the Rhode Island Condominium Act and shall be, and hereby is, held, conveyed, divided or subdivided, leased, rented and occupied, improved, and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be for the benefit of the Property, and shall be deemed to run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant and by any person acquiring or owning an interest in said property and improvements, including, without limitation, any Mortgagee, as that term is hereinafter defined.

ARTICLE I

DEFINITIONS

Unless the context shall plainly require otherwise, the following words when used in this Declaration, including the Exhibits hereto, shall have the following meanings:

1.1. "Act" means Chapter 36.1 of Title 34 of the General Laws of Rhode Island, 1956, as amended, entitled the "Rhode Island Condominium Act," as the same may be amended from time to time.

1.2. "Annual Assessment" means the assessment made by the Board of Directors with respect to each Unit for the payment of Common Expenses as described in the By-Laws.

1.3. "Association" means The Mill at Allendale Condominium Association, a Rhode Island unincorporated association, the sole members of which are the Unit Owners acting as a group in accordance with the Declaration.

1.4. "Board of Directors" means those persons elected from time to time as members of the Board of Directors of the Association pursuant to this Declaration and their successors in office.

1.5. "Building" means any structure containing one or more Units now or hereafter constructed on the Property.

1.6. "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit B, as the same may be amended from time to time.

1.7. "Common Elements" means both General Common Elements and Limited Common Elements, as defined in Article III hereof.

1.8. "Common Expenses" means all costs, expenses and other liabilities lawfully assessed against the Unit Owners, (a) in connection with the administration, management, maintenance, repair and replacement of the Common Elements, (b) incurred by the Board of Directors in connection with the exercise of its rights or the performance of its duties and obligations hereunder, (c) determined by the Association to be Common Expenses or (d) declared to be Common Expenses by the provisions of this Declaration or the By-Laws.

1.9. "Common Profits" means the excess of all receipts of assessments and other payments to the Board of Directors, including insurance proceeds and condemnation awards after the deduction of all Common Expenses and amounts reserved for payment of Common Expenses.

1.10. "Condominium" or "Condominium Project" means the Property subject to the Declaration which shall be known as The Mill at Allendale Condominium.

1.11. "Declarant" means Allendale Mill Associates Limited Partnership, a Massachusetts limited partnership, its successors and assigns.

1.12. "Declaration" means this Declaration, together with all exhibits thereto, as the same may be amended from time to time.

1.13. "Mortgagee" means the holder of any recorded first mortgage encumbering one or more Units.

1.14. "Parking Space" means a parking space in the parking lot shown on the Survey.

1.15. "Percentage Interest" means the interest of each Unit in the Common Elements, established pursuant to Article IV hereof.

1.16. "Property" means the land, together with all buildings and improvements thereon described on Exhibit A attached hereto, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

1.17. "Record" means to record in the Land Evidence Records of the Town of North Providence, Rhode Island.

1.18. "Rules and Regulations" means the Rules and Regulations set forth in Schedule A attached to the By-Laws, as the same may be amended from time to time.

1.19. "Survey" means, collectively, that certain map entitled "Compiled Plan of Land, The Mill at Allendale Condominium, North Providence/Johnston (Rhode Island)" prepared by Harry R. Feldman, Inc. dated August 19, 1988, that certain map entitled "Phase I As Built Site Plan, The Mill at Allendale Condominium, North Providence, Rhode Island" prepared by Harry R. Feldman, Inc. dated August 19, 1988 and those certain floor plans of the Buildings entitled "The Mill at Allendale Condominium, North Providence and Johnston, Rhode Island", prepared by Archetype Architecture, Inc. and dated August 25, 1988 and recorded contemporaneously herewith.

1.20. "Termination of Control Date" means no later than the earlier of (a) sixty (60) days after the date the Declarant has sold eighty percent (80%) of the Units which the Declarant may create in the ordinary course of business, (b) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business or (c) two (2) years after any development right to add new Units was last exercised.

1.21. "Unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in a Building provided, always, that any such Unit has direct exit to a thoroughfare or to a Common Element leading to a thoroughfare. The lower boundary of any such Unit is the upper surface of the unfinished sub-floor thereof. The upper boundary of any such Unit is the lower surface of the unfinished ceiling or roof thereof. The lateral or perimetrical boundaries of any such Unit are vertical planes which coincide with the unexposed unfinished interior surfaces of the perimeter walls thereof.

In addition to the area contained in each Unit as hereinabove described, electrical and mechanical equipment and appurtenances located within any Unit or adjacent thereto and designated to serve only that Unit, such as appliances, air-conditioners, condensers, heaters, outlets, electrical receptacles and outlets, pipes, tubes, fixtures, and doors, windows and all nonstructural interior dividing walls and partitions (including the space occupied by such walls and partitions), and the like, shall be considered a part of and included in the Unit. Without limiting the foregoing, the electrical panel box and all wiring therefrom into a Unit and the condenser for the air conditioner and all wiring therefrom into a Unit shall be considered part of such Unit. Excluded from a Unit are all bearing walls (other than the finished surfaces thereof) and all floor joists and sub-floors.

1.22. "Unit Owner" or "Owner" means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds legal title to a Unit within the Condominium Project, provided, however, that any person or group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an Owner.

ARTICLE II

DESCRIPTION AND USE OF PROPERTY AND UNITS

2.1. Property Subject to Declaration. The real property which is, and shall be, subject to this Declaration is located in the Towns of North Providence and Johnston, State of Rhode Island, and is more particularly described in Exhibit A. The land portion of the Condominium Project contains approximately 4 acres of land and a 13 acre pond.

2.2. The Buildings. The Condominium Project may include up to eleven (11) Buildings, as set forth on the Survey. The Buildings are or will be of heavy timber or wood frame and masonry construction with exteriors of brick and parged masonry or cedar shingle and clapboard.

2.3. The Condominium Units. The general description and number of each Unit, including its dimensions, location and such other data as may be necessary or appropriate for its identification, are set forth on the Survey. The maximum number of Units which the Declarant reserves the right to create is one hundred thirty (130), all of which will be limited to residential use. Initially there shall be five (5) interconnected Buildings which have been rehabilitated by the Declarant and which will contain fifty-two (52) Units and Common Elements. The Declarant reserves the right to construct

and create an additional twenty-five (25) Units from the Common Elements located in such five (5) Buildings, all as further described in Article IX hereof. The Declarant also reserves the right, as more specifically described in Article IX hereof, to renovate up to two additional existing Buildings and to construct up to four (4) new Buildings and create up to fifty-three (53) additional Units and Common Elements associated therewith. Accordingly, upon completion, the Condominium Project may consist of as many as one hundred thirty (130) Units located in as many as eleven (11) Buildings; however, the Declarant makes no representation that any such additional Units, Buildings or Common Elements need be or will be constructed.

2.4. Use of Units. Each Unit shall be used or occupied only for residential purposes, except that until the Termination of Control Date the Declarant may use one or more Units as model units or for office purposes.

No Unit Owner shall use, or suffer or permit the use of, any Unit in any way which will cause discomfort, inconvenience or annoyance to any other Unit Owners or occupants of the property.

2.5 Leases. No Unit Owner may rent or lease his Unit, or renew or extend the term of a lease, except on the following terms and conditions:

(a) All tenancies must be in writing and shall be for a term of not less than six (6) months;

(b) All leases shall be submitted to the Board of Directors.

NO MORE THAN TWO PERSONS PER BEDROOM MAY OCCUPY A UNIT WHICH IS RENTED. The number of bedrooms in each Unit are listed in Exhibit C. For the purposes of this occupancy limitation children under the age of two (2) years shall not be counted in the computation.

Even if a lease satisfies the foregoing provisions, the Board of Directors may terminate such lease if after the Board of Directors notifies the lessee that the lessee has violated the terms of this Declaration (including the Bylaws and the Rules and Regulations), the lessee continues or fails to correct such violation within a reasonable period of time. Any costs, including reasonable attorney's fees incurred by the Board of Directors in connection with approving or terminating a lease shall constitute a special assessment against the Unit being leased.

ARTICLE III

COMMON ELEMENTS

All areas and facilities shown on the Survey which are not part of a Unit shall comprise the Common Elements, and such Elements shall be designated as "General Common Elements" and "Limited Common Elements" defined as follows:

3.1. Limited Common Elements. The only Limited Common Elements are those specified by Section 34-36.1-2.08 of the Act and the Parking Spaces as shown on the Survey. The use of the Parking Spaces is subject to the provisions of Exhibit D attached hereto.

All such Limited Common Elements are reserved for the exclusive use of the Units to which these Limited Common Elements appertain. However, to the extent such Parking Spaces are not utilized by the assigned Unit owner, then the Declarant or the Association reserves the right to temporarily reallocate such Parking Spaces.

3.2. General Common Elements. The General Common Elements shall be comprised of all of the Common Elements which are not part of the Limited Common Elements as designated on the Survey and shall include the following:

(a) The land described in Exhibit A on which the improvements stand; and

(b) The foundations, bearing walls, perimeter walls, main walls, columns, girders, beams, supports, joists, concrete floors, subfloors, the roofs of the Buildings, fire escapes, driveways, elevator, parking areas (other than the Parking Spaces); and

(c) The lawns, yards, bridges, waterway and dam; and

(d) The compartments or installations of central services such as power, light, gas, hot and cold water, central heating, compressors, pumps, generators, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires and other utility lines except such as may be included in and for the exclusive use of a Unit; and

(e) All other elements of the Condominium Project rationally of common use or necessary to its existence, upkeep and safety.

ARTICLE IV

ALLOCATION OF PERCENTAGE INTERESTS, EXPENSES, VOTES

4.1. Undivided Interest in Common Elements. The undivided Percentage Interest of each Unit in the Common Elements is set forth in Exhibit C attached hereto and made a part hereof. The Percentage Interest of each Unit as set forth on Exhibit C shall be subject to change by the Declarant upon creation of additional Units pursuant to the development rights reserved by the Declarant in Section 9.3 hereof; in such event the calculation of such Percentage Interest shall be made in accordance with Section 4.4 hereof. By accepting a deed to a Unit, each Unit Owner irrevocably appoints the Declarant as his attorney-in-fact to so amend his Percentage Interest as aforesaid. Except as provided in this Section the Percentage Interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyancing deed or other instrument.

4.2. Percentage Interest in Common Expenses. Each Unit shall have a percentage interest in the Common Expenses and Common Profits of the Condominium equal to the Percentage Interest in the Common Elements appurtenant to such Unit from time to time as set forth in Exhibit C attached hereto.

4.3. Voting. Subject to the provisions of the By-Laws, the Owner or Owners of each Unit shall be entitled to cast a vote equal to its Percentage Interest on any matter to which an Owner is entitled to vote pursuant to this Declaration.

4.4. Formula. The formula for determining the percentages set forth in Sections 4.1, 4.2 and 4.3 hereof is based on calculating the number of square feet in each Unit and by assigning a common square footage to all Units within the same category and comparing that number of square feet to the total number of square feet in all of the Units on the following basis:

(a) One bedroom Units with a total area of less than 900 square feet shall be deemed to contain 730 square feet (the average square footage of the 22 Units containing less than 900 square feet);

(b) One and two bedroom Units with a total area between 900 and 1299 square feet shall be deemed to

contain 1,134 square feet (the average square footage of the 26 Units containing between 900 and 1299 square feet); and

(c) Two bedroom Units with a total area of 1300 square feet or greater, and all three bedroom Units shall be deemed to contain 1,391 square feet (the average square footage of the 4 Units containing 1300 or more square feet).

ARTICLE V

EASEMENTS

5.1. Covenant Against Partition. The Common Elements, both General and Limited, shall remain undivided and appurtenant to the designated Unit. No Owner of any Unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Act.

5.2. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction or repair of a Building, made by or with the consent of the Association, or if any such encroachments shall occur hereafter as a result of settlement or shifting of a Building, a valid easement for the encroachment and for the maintenance of the same, so long as the Building stands, shall exist. In the event a Building, any Unit, any adjoining Unit, or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, with the consent of the Association, then any minor encroachment of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

5.3. Easements. Each Unit Owner shall have an easement in common with the other Owners to use pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in the Common Elements or located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving other Units and located in such Unit. Each Unit Owner shall have an unrestricted right of ingress and egress to and from his Unit.

This right of ingress and egress is perpetual and shall be transferred along with the transfer of ownership of the Unit. The Association shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the Building, subject, however, to the provision that the work or installation or repair (other than work done by the Owner of a Unit within his own Unit) shall be performed by the Association or its agent.

ARTICLE VI

BUDGET, CHARGES AND ASSESSMENTS

6.1. Charges and Assessments: The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium and, for the benefit of the Units and the Owners thereof, shall enforce the provisions hereof and shall pay as a Common Expense, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility service for the Common Elements and, to the extent that the same are not separately metered or billed to each Unit, for the Units;

(b) The cost of fire, extended coverage and liability insurance on the Condominium and the cost of such other insurance as the Association may effect;

(c) The cost of the services of a person or firm to manage the Condominium to the extent deemed advisable by the Board of Directors together with the services of such other personnel as the Board of Directors shall consider necessary for the operation of the Condominium;

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium;

(e) The cost of painting, maintaining, replacing, repairing and landscaping the General Common Elements (and the Limited Common Elements to the extent provided in Section 8.4 hereof) and such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall

require the Board of Directors or the Association to paint, repair, or otherwise maintain the interior of any Unit or any fixtures, appliances, or equipment located therein;

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the Common Elements.

(g) The cost to maintain or repair any Unit in the event that the Association, Board of Directors, through their duly authorized agents or employees repairs or maintains any unit in accordance with the provisions of Section 8.2 hereof, provided that such cost shall be assessed as a special assessment against the Unit so maintained or repaired, unless such cost is covered by insurance carried by the Association.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the Common Elements rather than the interests of the Owner of any individual Unit.

6.2. Preparation and Approval of Budget:

(a) Preparation: Each year on or before the first Tuesday in March, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary and required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit Owners of all related services as provided in Section 1 of this Article.

(b) Notice of Proposed Budget: The Board of Directors shall send to each Unit Owner a copy of the budget on or before the first Tuesday in February, preceding the fiscal year to which the budget applies, and the assessment shall set forth separately such Unit Owner's share of the total assessment allocated to normal and recurring expense of administration, management, operation and repair, and the amount of the total assessment allocated to each category of

reserves included in the budget. Said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses.

(c) Meeting to Approve Budget: The Board of Directors shall call a meeting of the Association to approve the budget as required by Section 34-36.1-3.03 of the Act.

(d) Failure to Adopt Budget: The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous fiscal period until such new annual or adjusted budget shall have been mailed or delivered and thereafter all subsequent monthly payments shall be as provided by such new annual or adjusted budget.

(e) Increase in Annual Assessment: The Board of Directors may increase or decrease the Annual Assessment at any time during the year in which it is payable, provided that the Board of Directors shall give not less than twenty (20) days' prior written notice to each Unit Owner of such increase. Without the approval of two-thirds of the Owners given at a meeting of the Association, the Annual Assessment assessed against a particular Unit shall not be more than one hundred twenty-five percent (125%) times the Annual Assessment assessed against such Unit for the previous year.

6.3. Assessment and Payment of Common Charges. Based upon the budget adopted as aforesaid, the Board of Directors shall assess each Unit its Percentage Share of the Common Expenses set forth on Exhibit C to the Declaration. Each such assessment shall be a lien against the Unit to which it applies and all Unit Owners shall be obligated to pay the Common Expenses so assessed by the Board of Directors in twelve (12) equal monthly installments on the first day of each month beginning with the first day of the first month of the fiscal year for which the budget applies or at such other time or times as the Board of Directors shall determine. Any amount accumulated in excess of the amount required for actual expenses and reserves shall in the discretion of the Board of Directors either be

returned to the Unit Owners as Common Profit or applied to the reduction of the next monthly installment or installments due from the Unit Owners under the current fiscal year's budget until exhausted. Notwithstanding the foregoing, the Board of Directors may require an Owner to deposit with the Association up to an amount equal to two additional monthly installments which sum shall be held without interest by the Association as a reserve to be used for such Owner's monthly installments and for working capital. Such an advance shall not relieve an Owner from making regular monthly installments as the same come due. Upon the transfer of a Unit, the Unit Owner shall be entitled to a credit from his transferee for any unused portion thereof.

6.4. Reserves. The Declarant shall establish a reserve at least equal to two (2) months' estimated common charges for each Unit. Any amounts paid into this reserve shall not be considered as advance payments of any portion of the Annual Assessment. Each Unit's share of the reserve collected at the time the sale of the Unit is closed shall be transferred to the Association for deposit in a segregated fund as herein described. Within sixty (60) days after the closing has been held for the first Unit, the Declarant shall pay each unsold Unit's share of the reserve to the Association. The Declarant shall thereafter reimburse itself for this payment from the funds collected at the closings when the unsold Units are sold. Subject to the provisions of Section 6.2 hereof, the Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. All funds accumulated for reserves shall be kept in a separate bank or investment account or, segregated from the general operating funds, and if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank or investment account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be paid for first from such reserves. Except where an emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Association.

6.5. Special Assessments. In addition to the regular assessments authorized by this Declaration and in addition to the special assessments provided for in Section 8.2 hereof or elsewhere in this Declaration, the Association may levy in any assessment year a special assessment or assessments against one or more Units, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction

or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that with respect to an assessment covering all the Units two-thirds (2/3) of the Unit Owners assent to such assessment in writing or at a duly called meeting of the Association, the notice of which shall have set forth the purpose of the meeting.

6.6. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

6.7. Default in Payment of Assessment. Upon default in the payment of any assessment the amount due and payable shall become a lien on the Unit owned by the defaulting Unit Owner and the delinquent Unit Owner shall be obligated to pay interest at the maximum legal rate on such charges from the due date thereof to the date of payment together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid assessment and if any such delinquent assessment (including accelerated installments) is not paid within thirty (30) days after written notice and demand is made, the Association or Board of Directors shall be entitled to enforce the payment of said lien according to the laws of the State of Rhode Island.

The Board of Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees which may be due, including any installment thereof which becomes delinquent, in any prominent location within the Condominium.

The Board of Directors shall notify the holder of any mortgage secured on a Unit for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days and in any case where any suit or other action to enforce any obligation of any Owner is undertaken by the Board of Directors, provided the holder of such lien has previously notified the Board of Directors that it is the holder of a lien on such Unit, but failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration.

6.8. Priority of Lien. The lien for a delinquent assessment shall have the priority specified by Section 34-36.1-3.16 of the Act.

ARTICLE VII

INSURANCE

7.1. Insurance Coverage. The Board of Directors shall obtain and maintain, to the extent reasonably available, the following insurance coverage:

(a) Master policies of standard "all risk" insurance, including fire and extended coverage and casualty or physical damage insurance, with endorsements for "agreed amount", inflation guard, and construction code coverage, as necessary and applicable, with a maximum deductible amount as the lesser of $10,000 or 1% of the policy face amount, and in an amount equal to 100% of the current replacement cost of the Condominium, including each Unit and all Common Elements (exclusive of foundations, land, and excavations). The policies shall also cover fixtures, equipment, machinery and supplies maintained for the service of the Condominium, and fixtures, improvements, alterations, and equipment within the Units, and such coverage shall insure against loss or damage by fire or other hazards or risks as the Board of Directors from time to time in its discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, but not including the furniture, furnishings or other personal property of the Unit Owners, unless such property is mortgaged, and not including improvements made within a Unit by the Unit Owner thereof subsequent to the first sale of such Unit by the Declarant, as to which it shall be the separate responsibility of the Unit Owners to insure; and

(b) Flood Insurance, with coverage (i) for buildings in an amount equal to 100% of the insurable value of the Common Elements and Property, including any machinery and equipment that are part of the Buildings, and (ii) for contents in an amount equal to 100% of the insurable value of all contents, including machinery and equipment not part of the Buildings, that are Common Elements, with a maximum deductible of the lower of $5,000 or 1% of the applicable amount of coverage. The policy shall include a condominium association endorsement; and

(c) Comprehensive public liability insurance with a "Severability of Interest" endorsement of at least $1,000,000 for personal injury and property damage coverage, which shall cover any claims of any Unit Holder resulting from the operation, maintenance or use of the Common Elements, or resulting from law suits related to employment contracts in which the Association is a party; and

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(e) Fidelity insurance covering losses resulting from dishonest or fraudulent acts committed by the Association's directors, managers, trustees, employees, or volunteers. The coverage shall equal the maximum amount of funds in the Association's custody at any one time, but must be no less than twenty-five percent (25%) of the Annual Assessment on the entire Condominium Project plus reserves. The Association must be named as the insured.

(f) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be required by law or which may be considered appropriate by the Board of Directors.

7.2. Insurance Limitations. Any insurance obtained pursuant to the requirements hereof shall be subject to the following provisions to the extent available:

(a) All policies shall be written with a company or companies licensed to do business in the jurisdiction where the Condominium is located with a rating equal or comparable to a rating of "A" or better in Best's Insurance Guide;

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee", provided, however, that no loss under any insurance policy shall be compromised or settled, either by the Board of Directors or the Insurance Trustee, without the prior written consent of the mortgagee holding the first mortgage on the Unit for which such claim has been made;

(c) The insurer shall not be entitled to contribution against casualty insurance which may be obtained by a Unit Owner in accordance with Section 7.3 hereof;

(d) All policies shall provide that such policies may not be cancelled, or substantially modified without at least ten (10) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the Units.

(e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee);

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Condominium, the Board of Directors, the Owners and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured;

(g) All policies shall contain the standard mortgagee clause, except that any loss or losses payable to named mortgagees shall be payable in the manner hereinafter set forth in this Article. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

7.3. Individual Insurance Policies. Each Owner (and the holder of any mortgage thereon) may obtain additional insurance (including a "Condominium Unit-Owner's Endorsement" for improvements and betterments to the Unit made or acquired at the expense of the Owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 7.2(f) of this Article. The Declarant recommends that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Condominium Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of his Unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should

include a "Condominium Unit Owner's Endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the Owner.

7.4. Endorsement, Etc. The Board of Directors, at the request of any Owner or at the request of the mortgagee of any such Unit, shall promptly obtain and forward to such Owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such Owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent; and (d) proof of payment of premium for any such policy or policies; and the Board of Directors may, at its discretion, make a nominal charge for furnishing such information, except for the initial request for such information.

7.5. Insurance Trustee. All insurance policies purchased by the Board of Directors shall be for the benefit of the Association and the Owners and the mortgagees of the Units as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to any trustee with which the Association may enter into an Insurance Trust Agreement, or any successor trustee (the "Insurance Trustee"), or if there is no Insurance Trustee, to the Board of Directors. Such Insurance Trustee shall be any bank with trust powers or any other qualified subsidiary of a bank or savings and loan association, as may be designated by the Board of Directors. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein elsewhere provided.

7.6. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Insurance Trustee or the Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All customary expenses of the Insurance Trustee, if any, shall be first paid or provision made therefor.

(b) Reconstruction or Repair. In the event the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as herein elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to or credited to the Owners in accordance with the Act.

This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) When Damaged Area is not to be Restored. In the event it is determined in the manner herein elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, then the remaining proceeds shall be paid to the Unit Owners in accordance with the Act. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

7.7. Repair or Reconstruction after Fire or Other Casualty.

(a) In the event of damage to or destruction of the Condominium as a result of fire or other casualty (except as provided in the Act), the Board of Directors shall arrange for the prompt repair and restoration of the damaged area, substantially in the same condition which existed prior to the damage (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein but not including any decorations or coverings on any wall, ceiling or floor or any furniture, furnishings, fixtures or equipment installed in the Units to the extent covered by an insurance policy), and the Board of Directors shall, under the direction of the Insurance Trustee, if any, arrange for the disbursement of the proceeds of all insurance policies. If the proceeds of insurance are insufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, an assessment shall be made against each Unit Owner for damage to the Common Elements in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners shall be in proportion to the Owner's respective Percentage Interests in the Common Elements. Said fund shall be paid to the Insurance Trustee, or if none to the Board of Directors, for disbursement as hereinafter set forth.

(b) Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of restoration and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. For damage in excess of $10,000, the Board of Directors shall retain

the services of a public adjuster. Such costs may include professional fees and premiums for such bonds as the Insurance Trustee may reasonably require.

(c) The proceeds of insurance collected on account of casualty, and the sums received from collection of assessments against Unit Owners on account of such casualty, if any, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner

(1) if the amount of the estimated costs of reconstruction is less than Ten Thousand Dollars ($10,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided in the following paragraph (2);

(2) if the estimated cost of reconstruction and repair of the Buildings or other improvements is more than Ten Thousand Dollars ($10,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Rhode Island and employed by the Association to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (a) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (b) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (c) that the cost as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(d) Restoration not Required. In the event that the damage is not to be repaired as provided by Section 34-36.1-3.13(h) of the Act, the provisions of that Section and Section 34-36.1-2.18, as the case may be, shall govern future actions.

ARTICLE VIII

OPERATION OF THE PROPERTY

8.1. Abatement and Enjoinment of Violation by Unit Owners. The breach of any provision of the Rules and Regulations, this Declaration or the By-Laws shall give the Board of Directors or their authorized agents, the right, in addition to any other rights set forth in this Declaration or the By-Laws, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof; and the Board of Directors shall not thereby be deemed guilty in any manner of trespass, provided, judicial proceeding shall be instituted before any items of construction can be altered or demolished.

8.2. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance, or inspections for same, required or authorized herein, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, the Board of Directors through their duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Unit Owner or occupant or without notice in the event of an emergency, to enter any Unit at any hour considered to be reasonable under the circumstances. In the event the Association, Board of Directors, any manager or managing agent maintains or repairs any Unit in accordance herewith, the cost thereof shall constitute a special assessment against such Unit unless the cost is covered by insurance carried by the Association.

8.3. Easements for Utilities and Related Purposes. The Board of Directors and, until the Termination of Control Date, the Declarant acting individually are authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Elements or for the preservation of the health, safety,

convenience and/or welfare of the Owners. The Board of Directors with the approval of a majority of Owners may grant utility easements under, over or across the Common Elements for the benefit of other persons.

8.4. Maintenance and Repairs.

(a) Units. Except for maintenance requirements herein imposed on the Association, each Owner shall maintain, repair and replace at his own expense, the interior of his Unit and any and all equipment, appliances, or fixtures therein situated, in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Unit. Each Owner shall be liable for damages, liabilities, costs and expenses, including reasonable attorneys fees, caused by or arising out of his failure to perform any such maintenance or repair work.

(b) Windows and Doors. Notwithstanding the foregoing subsection 8.4(a) the Board of Directors may resolve that the exterior surfaces of all windows and/or entry doors of the Units shall be cleaned and maintained as a Common Expense in accordance with a schedule, determined by the Board of Directors.

(c) Limited Common Elements. Each Unit Owner shall maintain in a neat, clean and sanitary condition any Limited Common Element other than outdoor Parking Spaces reserved for the benefit of his Unit alone. The Association shall paint or stain and make all repairs and replacements to such Limited Common Elements as a Common Expense.

(d) General Common Elements. The cost of all maintenance, repairs, and replacements to the General Common Elements shall be charged by the Board of Directors as a Common Expense to all of the Owners.

(e) Negligence, etc. of Unit Owner. Any expense incurred by the Board of Directors in carrying out its responsibilities under subsections 8.4(b), (c) or (d) necessitated by the negligence, misuse or neglect of a Unit Owner, to the extent not paid for by insurance, shall be charged to such Unit Owner.

8.5. Additions, Alterations or Improvements by the Board of Directors. The Board of Directors may cause any additions, alterations or improvements to the Common Elements, provided

that any such work which costs in excess of One Thousand Dollars ($1,000.00), shall be approved by a majority of the Unit Owners. The Board of Directors shall assess one or more of the Unit Owners for the cost thereof in accordance with subsection 6.1(f) hereof.

8.6. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit, or the Common Elements, without the prior written consent thereto of the Board of Directors. The Board of Directors shall have an obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Notwithstanding the foregoing no Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value or impair any hereditament, without in every such case the prior unanimous written consent of all other Unit Owners. The Board of Directors may impose such other terms, conditions and restrictions in connection with any additions, alterations or improvements by any Unit Owners which are approved by the Board of Directors. All such work shall be performed and completed in good and workmanlike condition and of quality at least equal to present construction.

8.7. Use of Common Elements. Notwithstanding anything to the contrary contained herein, the ownership of the General Common Elements and the right to use the same by each of the Owners, his lessees, invitees and guests shall at all times be and remain subject to

(a) the rights of all other Owners, their lessees, invitees and guests to use the same as provided in this Declaration; and

(b) the right of the Association to (1) limit the number of guests or other persons (except Owners and their lessees) which may use the General Common Elements, (2) charge reasonable admission and other fees for the use of any recreational facilities included in the General Common Elements; (3) suspend with respect to any Owner voting rights and the right to use any such recreational facility for any period during which any Annual Assessment or special assessment as provided for in Section 6.5 of this Declaration remains unpaid and for a period, not to exceed

thirty (30) days, for any violation of the Declaration, including the By-Laws and the Rules and Regulations; and (4) fine any Owner for any violation of the Declaration, including the By-Laws and the Rules and Regulations.

8.8. Rules of Conduct. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Directors with the approval of a majority of the Unit Owners. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Directors with the approval of a majority of the Unit Owners, are annexed hereto and made a part hereof as "Schedule A".

8.9. Common Utility Charges. The Board of Directors shall pay all bills for utility services to the Property which are not separately metered as a Common Expense.

8.10. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Owner shall be required to pay the bills for the electricity consumed or used in his Unit. The electricity for the General Common Elements shall be separately metered and the Board of Directors shall pay all bills for such Common Expense.

ARTICLE IX

DECLARANT

9.1. Management of Property. Until the Termination of Control Date, the Association shall appoint the Declarant as agent for the Association in the management of the Property at a rate of compensation which is competitive within the State of Rhode Island. Such compensation or fee, if any, shall constitute a Common Expense.

9.2. Sales, etc. by Declarant. Notwithstanding any provision in the Declaration (including the By-Laws) to the contrary the Declarant shall have the unrestricted right to sell, assign, mortgage, lease or otherwise transfer any Unit or interest therein or appertaining thereto which it owns on such terms and conditions as it may determine.

9.3. Development Rights. Notwithstanding any provision in the Declaration (including the By-Laws) to the contrary,

(a) Until all Units have been sold in the ordinary course of business or until seven (7) years from the date hereof, whichever occurs first, the Declarant shall have the right to maintain and relocate from time to time, an office, management office and/or model, post signs and to take such other action on the Property (other than in Units which have been sold) and to apply for such zoning and other governmental approvals and permits as it may deem desirable in connection with the development and construction of the Property or any part thereof and the sale of any Unit;

(b) Until seven (7) years from the date on which the first deed to a Unit is recorded the Declarant reserves the right to (i) construct additional improvements on the Property, including the creation of up to seventy-eight (78) additional Units (however, not more than 130 Units in the aggregate) and up to eleven (11) Buildings in the aggregate and (ii) to construct a swimming pool and clubhouse or shelter associated therewith. Declarant makes no warranty or representation that any additional Units, Buildings or Common Elements will be built. Such development rights may be exercised with respect to different portions of the Property at different times; and

(c) The Declarant reserves all "special declarant rights" set forth in Section 34-36.1-1.03 (23) of the Act or as may in the future be created. The Declarant shall have an easement through the Common Elements as may be reasonably necessary for discharging its obligations or exercising its rights.

9.4 Reservation of Control of Association. Until the Termination of Control Date, the Declarant reserves the right, exercised in its sole discretion, to elect certain members of the Board of Directors as more fully set forth in Article III hereof.

ARTICLE X

AGENT

The Agent for the Condominium and the person authorized to accept service of process as provided by law is Charles F. Rogers, Jr., c/o Edwards & Angell, 2700 Hospital Trust Tower, Providence, Rhode Island 02903. The Board of Directors may from time to time designate a successor Agent and same shall be evidenced by an instrument duly executed by the Secretary of the Association and Recorded.

ARTICLE XI

MISCELLANEOUS

11.1. Construction and Enforcement. The provisions hereof shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of a Condominium Project. Violation of any of the terms of this Declaration, including the By-Laws and the Rules and Regulations, shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in this Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, any managing agent, or any Owner or Mortgagee.

In addition, each Owner or other person violating the terms hereof shall be liable for all court costs and reasonable attorneys fees incurred by the Association, Board of Directors, any managing agent and any Owner relating to such violation. The failure or forebearance by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

11.2. Severability. Invalidation of any one of the covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

11.3. Amendment. This Declaration may be amended only by the written consent of the Owners of three-fourths of the Percentage Interests in good standing or by the vote of such Owners at a meeting called in accordance with the By-Laws, except as hereinafter provided:

(a) The By-Laws and Regulations may be amended as provided in the By-Laws.

(b) Except as provided elsewhere in the Declaration, no amendment shall change the Percentage Interest, common expense liability, voting strength, boundaries, or permitted use of any Unit without the

approval of all Unit Owners and Mortgagees in writing or by vote (in person or by proxy) at a meeting called in accordance with the By-Laws.

(c) Until the Termination of Control Date, the Declaration may not be amended without the written consent of the Declarant and any Mortgagee which holds a mortgage on the Units owned by the Declarant.

(d) No modification or amendment of this Declaration which would render it contrary or inconsistent with any requirements or the provisions of the Act shall be of any force or effect.

(e) No amendment which impairs the security of any Mortgagee shall be of any force or effect unless the same has been assented to by the holder of such mortgage.

In the event an amendment is approved at a meeting of the Unit Owners, the Secretary shall execute a certified resolution of such vote. Any amendment shall become effective only when the written consent or the certified resolution, as the case may be, is Recorded.

11.4. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

ARTICLE XII

FEDERAL HOME LOAN MORTGAGE CORPORATION COMPLIANCE

In order to comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, notwithstanding anything to the contrary contained in this Declaration or the By-Laws recorded herewith, Declarant and all subsequent Unit Owners hereby agree as follows:

12.1. That in the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Association and the Unit Owners and incorporated in this Declaration or By-Laws, such right of first refusal shall not impair the rights of any Mortgagee to:

(a) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

(b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(c) sell or lease a Unit acquired by the Mortgagee through the procedures set forth in subparagraphs (a) and (b) above.

12.2. That any person who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in a mortgage or by law will not be liable for more than six (6) months of the Unit's unpaid common charges, dues or assessments including, without limitation, special assessments, which accrued prior to the acquisition of title to such Unit by such person, except for Common Expenses for which a notice of lien was Recorded prior to the date such mortgage was Recorded.

12.3. That (except as may be provided in Section 34-36.1-2.19 of the Act) (i) unless the Mortgagees holding mortgages on Units to which sixty-seven percent (67%) of the votes are allocated have given their prior written approval to any action described in subsection (a) of this Section 12.3, or (ii) unless the Mortgagees holding mortgages on Units to which fifty-one percent (51%) of the votes are allocated have given their prior written approval to any action described in subsections (b) through (f) inclusive of this Section 12.3, neither the Unit Owners nor the Association through its Board of Directors by amendment to this Declaration or otherwise, shall be entitled to:

(a) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) except as provided in Article IV hereof, change the pro-rata interest or obligations of any individual Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed an

action for which any prior approval of a Mortgagee shall be required under this subparagraph;

(e) use hazard insurance proceeds for losses to, or awards for any condemnation of, any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as may be provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements of the Condominium.

(f) amend the provision of the By-Laws which requires the retaining of professional management.

12.4. That in no case shall any provision of this Declaration or the By-Laws give a Unit Owner or any other party priority over any rights of any Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements of the Condominium.

12.5. That any Mortgagee, upon request to the Association, will be entitled to:

(a) written notification of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Declaration or By-Laws which is not cured within sixty (60) days;

(b) inspect the books and records of the Association during normal business hours provided that reasonable advance notice is given;

(c) receive an audited annual financial statement of the Association within ninety (90) days following the end of such fiscal year of the Association;

(d) written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; and

(e) prompt written notification from the Association of any damage by fire or other casualty to the Unit or Common Elements upon which the Mortgagee holds a mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements of the Condominium.

(f) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(g) any proposed action which would require the consent of a specified percentage of Mortgagees.

12.6. That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

The Declarant intends that the provisions of this Article comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of the Act, all questions with respect thereto shall be resolved consistent with that intention.

IN WITNESS WHEREOF the Declarant has executed these presents on the day and year first above written.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP

By: _____
General Partner

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence in said County of this 26th day of August, 1988, before me personally appeared Barry D. Libert, a general partner of Allendale Mill Associates Limited Partnership, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed, and the free act and deed of said partnership.

_____
Notary Public
SHARON D. STEELE

EXHIBIT A

THE MILL AT ALLENDALE CONDOMINIUM
NORTH PROVIDENCE/JOHNSTON
RHODE ISLAND

A certain parcel of land situated in Towns of North Providence and Johnston, Providence County, State of Rhode Island, bounded and described as follows:

Beginning at a railroad spike at the intersection of the westerly sideline of Woonasquatucket Avenue and the southerly sideline of Allendale Avenue;

Thence running southeasterly along the westerly sideline of Woonasquatucket Avenue, a distance of 457.9 feet;

Thence turning an interior angle of 172° 20' and running along the westerly sideline of Woonasquatucket Avenue, a distance of 14.0 feet;

Thence turning an interior angle of 114° 21' 00" and running a distance of 95.06 feet;

Thence turning an interior angle of 152° 13' and running a distance of about 293 feet to the easterly bank of the Woonasquatucket River;

Thence turning and running southerly along the said easterly bank of the Woonasquatucket River down into Lyman Pond;

Thence turning and running westerly across the Woonasquatucket River to the westerly bank of said Woonasquatucket River;

Thence turning and running northerly along the westerly bank of said Woonasquatucket River to the dam at the southerly end of Allendale Pond;

Thence turning and running northwesterly along the westerly bank of said Allendale Pond to the easterly property line of the Narragansett Electric Company;

Thence turning and running less northwesterly by the easterly property line of said Narragansett Electric Company to the westerly bank of the Woonasqatucket River;

Thence running northwesterly by the westerly bank of the Woonasqatucket River to the northerly property line;

Thence turning and running easterly to a stone bound of record on the easterly bank of the Woonasquatucket River;

Thence turning an interior angle of 192° 30' and running easterly, a distance of 103.21 feet to a stone bound of record;

Thence turning an interior angle of 229° 47' and running northeasterly, a distance of 278.55 feet to a stone bound of record;

Thence turning an interior angle of 130° 33' and running easterly to the easterly bank of the Woonasquatucket River;

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Thence turning and running southerly and southeasterly along the easterly bank of the Woonasquatucket River and Allendale Pond to the southwesterly corner of land now or formerly of Ettore & M. Saravo;

Thence turning and running along aht southerly property line of land of said Saravo to land now or formerly of Eva L. Lusson;

Thence turning and running southerly to an angle point;

Thence turning an exterior angle of 78° 53' and running easterly, a distance of 49.14 feet;

Thence turning an interior angle of 94° 43" and running southeasterly, a distance of 87.97 feet to the easterly shore of Allendale Pond;

Thence turning and running southerly along the shore of said Allendale Pond to a dam;

Thence running southeasterly along the face of a wall to the southerly sideline of Allendale Avenue;

Thence turning and running easterly along the southerly sideline of said Allendale Avenue, a distance of 162.2 feet to the point of beginning as shown on a plan entitled "Compiled Plan of Land, The Mill at Allendale Condominium, North Providence/Johnston, (Rhode Island)", by Harry R. Feldman, Inc., dated August 19, 1988.

The above described parcel has the benefit of a R.O.W. and easement within Allendale Avenue, a 1/3 rod R.O.W. along the westerly bank of the Allendale Pond and a 12' wide easement north of Allendale Avenue, as shown on the plan.

The above described parcel is subject to a 20' wide perpetual R.O.W. and easement and a gas easement as shown on the plan.

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EXHIBIT B

BY-LAWS

OF

THE MILL AT ALLENDALE CONDOMINIUM ASSOCIATION

ARTICLE I

GENERAL PROVISIONS

Section 1.1. Application: The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. All present and future owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Declaration, these By-Laws, and the applicable laws of the State of Rhode Island. The acceptance of a Deed or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Unit and shall constitute and evidence an agreement by such person to comply with the same.

1.2. Definitions: Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE II

ASSOCIATION

2.1. Constitution: There is hereby constituted the Association, which shall be comprised of every Unit Owner within the Condominium. The Association shall be an unincorporated body.

2.2. Powers: The Association shall have all of the powers and may do all the things and acts necessary for and related to the administration of the affairs of the Condominium, not inconsistent with the laws of the State of Rhode Island, including but not limited to the following:

1. To transact its business, and exercise its powers in any State, Territory, District or Possession of the United States.

2. To make contracts and guarantees, incur liabilities and borrow money, sell, mortgage, lease, pledge, exchange, convey, transfer, and otherwise dispose of any part of its property and assets.

3. To acquire by purchase or in any other manner to take, receive, own, hold, use, employ, improve and otherwise deal with any property, real or personal, or any interest therein.

4. To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes set forth in the Declaration and these By-Laws, and to take and hold real and personal property as security for the payment of funds so invested or loaned.

2.3. Voting: Voting at all meetings of the Association, in person or by proxy, shall be on a Unit basis and a Unit Owner shall be entitled to cast a vote equal to his Percentage Interest as set forth on Exhibit C to the Declaration. In the case of multiple ownership of a Unit, the Owners thereof shall notify the Association in writing who of such Owners shall exercise the right to vote. No lessee, lien holder, mortgagee, pledgee, or contract purchasers shall have any voting rights with respect to the affairs of the Condominium except as expressly provided herein or except as the proxy of the Unit Owner. An Owner shall be deemed to be in "Good Standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his Unit by the Directors as hereinafter provided, together with all interests, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least three (3) days prior to the date fixed for such annual or special meeting. No vote shall be associated with any Unit if such Unit is owned by the Association and the Association shall not be deemed to be an Owner not in good standing. Unless otherwise provided by the Declaration or the Act, all votes shall be adopted by the vote of a majority of Owners.

2.4. Majority of Owners: As used in these By-Laws, "majority of Owners" means Unit Owners representing at least fifty-one percent of the votes held by Owners in Good Standing and "two-thirds of the Owners" means Unit Owners in Good Standing representing at least two-thirds of the votes held by Owners in Good Standing.

2.5. Quorum: Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Owners" as defined in Section 2.4 above shall constitute a quorum.

2.6. Proxies: At all meetings of the Association votes may be cast in person or by proxy. Proxies must be filed, in writing, with the Secretary before the appointed time of each meeting, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating; and all such proxies shall be valid only for a maximum period of one hundred eighty (180) days following date of issuance, unless granted to a mortgagee or lessee.

2.7. Mailing Address of Association: The mailing address of the Association shall be, c/o the Resident Agent at the address designated in the Declaration, or at such other address as may be designated from time to time by notices, in writing, to all Unit Owners.

ARTICLE III

ADMINISTRATION

3.1. Association.

A. Association Responsibilities: The Association shall be responsible for the overall policy and administration of the Condominium, but, except as otherwise provided in these By-Laws or by statute, shall act by and through its elected Board of Directors. The Association shall have the responsibility of electing the Board of Directors, seeing that the Board of Directors maintains a current roster of names and addresses of each Unit Owner, prepares an annual budget, establishes monthly assessments and arranges for the management of the Condominium by professionals or otherwise. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners.

B. Place of Meeting: Meetings of the Association shall be held at the principal office of the Condominium or such other suitable place convenient to the Association as may be designated by the Board of Directors.

C. Annual Meetings: The first annual meeting of the Association shall be held on the Termination of

Control Date, or such earlier date as may be determined by the Declarant. Thereafter, the annual meetings of the Association shall be held on the first Tuesday in the month of March of each succeeding year; and if such date shall be a legal holiday then such meeting shall be held on the next succeeding business day. At such meetings there shall be elected, by ballot of the Unit Owners, Directors in accordance with the requirements of Section 3.2 of these By-Laws and the Owners may also transact such other business of the Association as may properly come before them.

D. Special Meetings: It shall be the duty of the President to call a special meeting of the Association when directed to do so by a duly adopted resolution of the Board of Directors or upon presentment to the President or Secretary of a petition signed by Owners holding twenty-five percent (25%) of the votes requesting such a meeting. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

E. Notice of Meeting: It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and the place where it is to be held, to each Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing or delivery of a notice in the manner provided in this Section shall be considered notice served.

F. Adjourned Meetings: If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, without notice other than announcement at the adjourned meeting, until a quorum shall be present or represented. At such meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

G. Order of Business: The order of business at all meetings of the Association shall be as follows: (a) roll call, (b) proof of notice of meeting or waiver of notice, (c) reading of minutes of preceding

meeting, (d) reports of officers, (e) report of committees, (f) election of Directors, if applicable, (g) unfinished business, and (h) new business.

H. Validity of Contracts: No contract or other transaction between the Association and any other legal entity, and no act of the Association, shall in any way be effected or invalidated by virtue of the fact that any of the Officers or Directors are pecuniarily or otherwise interested in, or are Directors or Officers of such other legal entity.

3.2. Board of Directors.

A. Number and Qualification: The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons. All Directors shall be either Unit Owners or their spouses, or any person designated as a representative by a corporation, partnership, or other entity which is a Unit Owner.

B. Election and Term of Office: Except for the first Board of Directors which shall be elected by the Declarant as provided in paragraph M of this Section 3.2, the Directors shall be elected at each annual meeting of the Association. The term of office shall be fixed for three (3) years provided that the terms of the Directors elected at the first annual meeting of the Association may be individually or collectively shorter or longer than three years as may be established by the vote of the Owners, provided that such terms may not expire later than the fourth annual meeting of the Association. Each Director shall hold office until disqualified or until his successor shall have been elected by the Association.

C. Vacancies: Vacancies in the Board of Directors caused by disqualification or any reason other than removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum of said Board; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

D. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or

by these By-Laws directed to be exercised and done by the Association, and such duties shall include but not be limited to the following:

(a) Provide for the operation, care, upkeep, maintenance and surveillance of the Common Elements and services of the Condominium;

(b) Preparation of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(c) Making assessments against the Owners, based upon the annual budget, to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of such assessments;

(d) Collection of the Annual Assessment from the Unit Owners, including collection by legal means, if necessary;

(e) Designation, hiring, dismissal, and control of the personnel necessary for the maintenance, operation and good working order of the Condominium and the Common Elements;

(f) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property, subject to the right of the Owners to over-rule the Board of Directors;

(g) Opening of bank accounts on behalf of the Condominium and designation of signatories required therefor;

(h) Obtaining of insurance for the Property, including the Units pursuant to the provisions of these By-Laws;

(i) Making of alterations, repairs, additions and improvements to, and restoration of the Property in accordance with the other provisions of these By-Laws;

(j) Enforcing by legal means the provisions of the Declaration, these By-Laws and the Rules and Regulations, and bringing any proceedings which may be necessary to institute on behalf of the Owners;

(k) Paying the costs of all authorized services rendered to the Condominium and not chargeable to Owners of individual Units;

(l) Keeping books with detailed accounts, in chronological order, of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and at the request of any Unit Owner, the same shall be audited at least once a year by an outside auditor employed by the Board of Directors who shall not be a resident of the Condominium. The cost of such audit shall be a Common Expense;

(m) To do such other things and acts, not inconsistent with the laws of the State of Rhode Island, and with the Declaration, which it may be authorized to do by a resolution of the Association.

E. Removal of Directors: At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

F. Annual Meeting: The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

G. Special Meetings: Special meetings of the Board of Directors may be called by the President or by any two (2) Directors on three (3) business days'

notice to each Director. Such notice shall be given personally or by mail, telephone, or telegraph, and such notice shall state the time, place (as hereinabove provided) and the purposes of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of one (1) Director.

H. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

I. Board of Directors' Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

J. Fidelity Bonds: The Board of Directors may require that all Officers and employees of the Association handling, or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense.

K. Compensation: No member of the Board of Directors shall receive any compensation from the Condominium for acting as such.

L. Managing Agent: The Board of Directors may employ for the Condominium a professional managing agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Paragraph D of this

Section 3.2. The Declarant or an affiliate of the Declarant may be employed as a managing agent provided that any management contract which provides for the Declarant or its affiliate to be manager and which is approved by the initial Board of Directors appointed by the Declarant may be terminated by the Board of Directors elected at the first annual meeting of the Association.

M. Declarant's Right to Elect Initial Directors: The first Board of Directors shall be appointed by the Declarant and shall consist of three (3) members. The terms of these Directors and their successors designated by Declarant shall terminate upon the election of directors at the first annual meeting of the Association. The Declarant shall have the sole right to remove and replace any member of the initial Board of Directors, which it has a right to appoint. The Declarant shall have the option at any time after the date of the execution of the Declaration to turn over to the Owners the responsibility of electing all or some of the members of the Board of Directors. Notwithstanding the foregoing sentence, the Declarant shall turn over to the Owners the responsibility of electing the Board of Directors in accordance with Section 34-36.1-3.03 of the Act.

ARTICLE IV

OFFICERS

4.1. Designation: The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of which shall be elected by the Board of Directors. The Directors may appoint assistants and such other officers as in their judgment may be necessary. The President and Vice President shall be members of the Board of Directors and all other officers may be, but are not required to be members of the Board of Directors.

4.2. Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board of Directors at any of its regular or special meetings.

4.3. Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor

may be elected at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

4.4. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an organization, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

4.5. Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint a member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned to him by the Board of Directors.

4.6. Secretary: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall count votes at all meetings of the Association and the Board of Directors, and in general perform all the duties incident to the office of Secretary.

4.7. Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Board may arrange for an external annual audit of the fiscal records of the Association.

4.8. Agreements, Contracts, Etc.: All agreements, deeds, contracts, leases and other instruments of the Condominium shall be executed by the President or Vice President and Secretary or Treasurer or such other person or persons as the Board of Directors may designate.

4.9. Compensation of Officers: No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

LIABILITY AND INDEMNIFICATION

OFFICERS AND BOARD OF DIRECTORS

The officers and Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contracts made by any officer or the Board of Directors on behalf of the Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the officers and the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners. It is also intended that the liability of any Unit Owner arising out of any contract made by the officers or the Board of Directors or out of the aforesaid indemnity in favor of the officers and the Board of Directors shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all of the Unit Owners. Every agreement made by the officers and the Board of Directors on behalf of the Unit Owners shall, if obtainable, provide that the officers and the members of the Board of Directors, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all Unit Owners. The Unit Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a director, or officer, against expenses (including attorneys' fees), fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in the best interest of the Unit Owners.

Neither the Association nor the Board of Directors shall be liable for any failure to obtain or provide services to or for any Unit, or for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association and the Board of Directors shall not be liable

to the Owner of any Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Unit, or from any action taken by the Association or the Board of Directors to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VI

MORTGAGEES

6.1 Record of Mortgagees: The Board of Directors shall keep an accurate record of each mortgagee of a Unit who notifies the Board of Directors in writing that said mortgagee is the holder of a mortgage secured by one or more Units and such records shall contain at least the name and address of the mortgagee, the Unit upon which the lien is secured and the date of receipt of notice of said lien.

6.2 Notice of Unpaid Assessments: The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments due from, or any other default by, the Owner of the mortgaged Unit.

6.3 Notice of Default: The Board of Directors, when giving notice to a Unit Owner of a default in paying Annual Assessments or other default, shall send a copy of such notice to each mortgagee covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

6.4 Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, provided that reasonable advance notice has been given.

ARTICLE VII

DECLARANT

7.1 Management of Property: Until the Termination of Control Date, the Declarant shall require the Association to appoint the Declarant as agent for the Association in the management of the Property at a rate of compensation which is competitive within the State of Rhode Island. Such compensation or fee, if any, shall constitute a Common Expense.

7.2 Payment of Assessments: Notwithstanding any provision in the Declaration or these By-Laws to the contrary, the Declarant shall not be required to pay any Annual Assessment or special assessment with respect to any Unit owned by the Declarant, except a Unit reacquired by the Declarant after the initial conveyance thereof or except a Unit leased by the Declarant to another person, and no assessment shall be owed with respect to any Unit so long as such Unit is used exclusively by the Declarant as a sales office or model unit, whether or not such Unit is owned by the Declarant; provided, however, the Declarant shall provide such amounts until all Units are sold or leased by Declarant as it in its sole discretion may deem necessary for the efficient operation, management and maintenance of the Property if assessments paid by the Owners are not sufficient for the purpose.

7.3 Sales, etc. by Declarant: Notwithstanding any provision in the Declaration or these By-Laws to the contrary, the Declarant shall have the unrestricted right to sell, assign, mortgage, lease or otherwise transfer any Unit or interest therein or appertaining thereto which it owns on such terms and conditions as it may determine.

7.4 Development Rights: Notwithstanding any provision in the Declaration or these By-Laws to the contrary, the Declarant shall have the right to maintain an office, post signs and to take such other action on the Property as it may deem desirable in connection with the development and construction of the Property or any part thereof and the sale of any Unit.

7.5 Reservation of Control of Association: Until the Termination of Control Date, the Declarant reserves the right, exercised in its sole discretion, to elect certain members of the Board of Directors as more fully set forth in Article III hereof.

ARTICLE VIII

COMPLIANCE - SEVERABILITY

These By-Laws are set forth to comply with the requirements of the Act. In case any of the By-Laws conflict with the provisions of the Act, the provisions of the Act shall apply. If any provisions of these By-Laws or any Section, sentence, clause, phrase, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

ARTICLE IX

NO SEVERANCE OF OWNERSHIP

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more such interests without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all Units, except insofar as permitted by the Act.

ARTICLE X

MISCELLANEOUS

10.1. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

10.2. Gender: The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

10.3. Waiver: No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.4. Notices: All notices hereunder shall be sent by registered or certified mail to the Board of Directors c/o the managing agent or if there be no Managing agent to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice in writing to all Unit Owners and to all mortgagees of Units. All notices of any Unit Owner shall be sent by regular mail to Unit addresses or such other address as may have been designated by them in writing to the Board of Directors. All

notices to mortgagees of Units shall be sent by regular mail to their respective addresses, as designated by them, from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed.

ARTICLE XI

AMENDMENTS TO BY-LAWS

11.1. Amendments: Except as otherwise provided in the Declaration or this Article, these By-Laws may be amended either (i) by an affirmative vote of the Owners of two-thirds of the Percentage Interests in good standing at any annual or special meeting, as evidenced by a certified resolution of such vote executed by the Secretary of such meeting, provided that notice of the proposed amendment shall have been given to each Unit Owner at least fifteen (15) days in advance of such meeting or (ii) pursuant to a written instrument duly executed by the Owners of two-thirds of the Percentage Interests in good standing.

11.2. Recording: An amendment of these By-Laws shall become effective only when such certified resolution or written instrument referred to in Section 11.1 hereof is Recorded.

11.3. Conflicts: No modification or amendment of these By-Laws may be adopted which shall violate the provisions of the Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium, and all Owners shall be bound to abide by such modification or amendment.

11.4. Approval of Mortgagees: Any provision in these By-Laws which is stated to be for the benefit of mortgagees may be amended only if the written consent of the mortgagee or mortgagees holding first mortgages on seventy-five percent (75%) or more of the Units encumbered by first mortgages is obtained.

11.5. Approval of Declarant: Until the Termination of Control Date, these By-Laws may not be amended without the prior written approval of the Declarant.

THE MILL AT ALLENDALE CONDOMINIUM

EXHIBIT C BOOK 0219 PAGE 0149

INTEREST IN COMMON ELEMENTS

AND COMMON EXPENSES AND VOTING RIGHTS

Unit No.	Percentage Interest in Common Elements and in Common Expenses	Votes
106	2.2188	2.2188
107	2.2188	2.2188
108	1.4283	1.4283
109	1.4283	1.4283
110	1.4283	1.4283
111	1.4283	1.4283
112	1.4283	1.4283
113	1.4283	1.4283
114	2.2188	2.2188
115	2.2188	2.2188
116	1.4283	1.4283
117	1.4283	1.4283
118	2.2188	2.2188
119	2.2188	2.2188
120	2.2188	2.2188
121	2.2188	2.2188
206	2.2188	2.2188
207	1.4283	1.4283
208	1.4283	1.4283
209	1.4283	1.4283
210	1.4283	1.4283
211	1.4283	1.4283
212	1.4283	1.4283
213	1.4283	1.4283
214	2.2188	2.2188
215	2.2188	2.2188
216	1.4283	1.4283
217	1.4283	1.4283
218	2.2188	2.2188
219	2.2188	2.2188
220	2.2188	2.2188
221	2.2188	2.2188
406	2.2188	2.2188
407	2.2188	2.2188
408	1.4283	1.4283
409	1.4283	1.4283
410	2.2188	2.2188
411	2.2188	2.2188

Unit No.	Percentage Interest in Common Elements and in Common Expenses	Votes
412	2.2188	2.2188
413	2.2188	2.2188
414	2.7216	2.7216
415	2.7216	2.7216
416	2.7216	2.7216
417	2.7216	2.7216
418	2.2188	2.2188
419	2.2188	2.2188
420	2.2188	2.2188
421	1.4283	1.4283
422	2.2188	2.2188
423	2.2188	2.2188
424	1.4283	1.4283
425	1.4283	1.4283

EXHIBIT D

LIMITED COMMON ELEMENTS

Parking Spaces. Each one bedroom Unit shall have one (1) Parking Space associated with it; each two and three bedroom Unit shall have two (2) Parking Spaces in the parking lot shown on the Survey associated with it. The location and allocation of these Parking Spaces shall be determined by the Declarant, until the Termination of Control Date, and thereafter by the Board of Directors, from time to time. To the extent that any such Parking Spaces are not being utilized by the then current Unit Owner, then the Declarant or the Board of Directors may from time to time temporarily reallocate such Parking Spaces. Additional unassigned Parking Spaces shall be available for general use by Unit Owners and visitors subject to such limitations as may be set forth in the Rules and Regulations.

SCHEDULE A

RULES AND REGULATIONS

1. Use of Property. No part of the Property shall be used for any purpose other than the purposes for which the Property was designed.

2. Insurance. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any portion thereof, applicable for residential use, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

3. Outside Display. Without the prior consent of the Board of Directors, (a) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of any Building (b) no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, and (c) no clothes shall be hung outside a Unit.

4. Animals. No animals, reptiles, birds or insects of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a household pet approved by the Board of Directors in writing, may be kept in a Unit, provided that it is not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the General Common Elements unless carried or on a leash, or be curbed in any General Common Elements.

5. Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements; nor shall anything be done therein either wilfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises on the Property by himself, his family, servants, employees,

agents, visitors or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio on the Property at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

6. No Objects in General Common Elements. There shall be no parking of baby carriages, or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the General Common Elements and any baby carriages, playpens, lawn furniture, bicycles, toys, scooters, or similar articles placed or found in the General Common Elements may be removed by the Board of Directors at any time from such General Common Elements and if not claimed within two (2) weeks all such property will be disposed of.

7. Use of Property. Subject to Declarant's rights no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit nor shall any Unit be used or rented for transient, hotel or motel purposes.

8. Vehicles. All vehicles belonging to an Owner, or to a member of an Owner's family or guest, tenant, or employees of an Owner shall be parked in the spaces provided, and no such vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking space. The parking of trucks, commercial vehicles, boats and trailers, and campers is prohibited without the written permission of the Board of Directors. The Association assumes no responsibility or liability whatsoever for the loss or damage to any automobile or vehicle while parked on the Property. The repairing of cars or other vehicles on the Property is prohibited. The storing of any junk automobiles or vehicles of whatever nature shall be strictly prohibited, and automobiles without current license tags shall be considered junk storage. Any such vehicle stored or placed on the Property for a period exceeding forty eight (48) hours may be towed away at the Owner's expense without prior notice to the Owner and with no liability on the part of the Association or its agent.

9. Color. Unit Owners shall not paint, stain, or otherwise change the color of any exterior portion of the Building.

10. Maintenance. Each Unit Owner shall keep his Unit and any balcony, patio or terrace associated therewith in a good state of preservation and cleanliness.

11. Windows. All window blinds, shades, curtains and similar window treatments shall be a color and nature consistent with standards adopted from time to time by the Board of Directors.

12. Waterbeds. No Unit Owner shall install or maintain a waterbed within a Unit.

13. Waste Disposal. All garbage, rubbish and debris shall be disposed of in appropriate containers and in designated areas. Except for said designated area, the Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No garbage cans shall be placed in the halls or on the staircase landings, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

14. Approval. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

AUG29 1988 · 11:45 A.M.
Received for Record in Johnston R.I. on ____ at ____
Lucy Cuentin

THE MILL AT ALLENDALE CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that **ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP**, a Massachusetts limited partnership, for consideration paid, grants to **ANPC ASSOCIATES LIMITED PARTNERSHIP**, having an address c/o Weston Properties, Wellesley Office Park, 45 Williams Street, Wellesley, Massachusetts 02181, with **QUITCLAIM COVENANTS**, all of the Units set forth on Exhibit A attached hereto, together with their respective undivided percentage interest in the Common Elements in The Mill at Allendale Condominium, located in North Providence and Johnston Rhode Island, on the land described in the Declaration of Condominium of The Mill at Allendale Condominium and together with all its rights as Declarant under the Declaration (as hereinafter defined) including without limitation all "special declarant rights" under Section 34.-36.1-1.03(23) of the Rhode Island Condominium Act.

The Condominium has been established pursuant to the Rhode Island Condominium Act by Declaration of Condominium dated August 26, 1988, and recorded in the North Providence Land Evidence Records on August 29, 1988 at 10:56 a.m., and in the Johnston Land Evidence Records on August 29, 1988 at 11:45 a.m. (the "Declaration") together with the condominium site and floor plans recorded in the North Providence Land Evidence Records on August 29, 1988 at 10:57 a.m. and 10:58 a.m., and in the Johnston Land Evidence Records on August 29, 1988 at 11:46 a.m. (the "Plans").

The Units are conveyed together with and subject to the covenants, restrictions, easements, and provisions of the Declaration (including the schedules and exhibits thereto) and the Plans, as they may be amended from time to time.

The Units are conveyed subject to the following:

1. Real Estate Taxes assessed December 31, 1988 and sewer assessment.
2. Provisions of The Mill at Allendale Condominium Declaration of Condominium dated August 26, 1988 and recorded in the North Providence Land Evidence Records on August 29, 1988 at 10:56 a.m., together with the Plans recorded therewith, and in the Johnston Land Evidence Records on August 29, 1988 at 11:45 a.m. together with the Plans recorded therewith.

The terms "Unit", "Common Element" and any similar terms of art as they are used in this Deed are more particularly defined and set forth in the Declaration.

The grantee, by accepting this Deed, accepts the covenants, restrictions, easements, liens, charges and other provisions contained or referred to herein and agrees to perform the obligations imposed by the Declaration.

The benefits and obligations hereunder shall be deemed covenants running with the land and shall inure to and be binding upon the heirs, executors, administrators, successors, assigns of the respective parties hereto.

The Units described herein are located in the Town of North Providence, however, a portion of the Common Elements in the Condominium is located in the Town of Johnston. As such, this instrument has been executed in duplicate for recording in both the Towns of North Providence and Johnston, with transfer stamps, if any are required, to be affixed in the Town of North Providence.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 15 day of June, 1989.

ALLENDALE MILL ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: _____
Barry D. Libert
General Partner

By: _____
Jeffrey A. Libert
General Partner

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

In Boston on the 15 day of June, 1989, before me personally appeared ~~Barry D. Libert and~~ Jeffrey A. Libert, to me known and known by me to the persons executing the foregoing instrument as general partners of Allendale Mill Associates Limited Partnership and ~~they~~ acknowledged said instrument by ~~them~~ executed to be ~~their~~ free act and deed in ~~their~~ said capacity, and the free act and deed of said partnership.

_____
Notary Public
My Commission Expires: 2-3-95

STATE OF

County of Suffolk

In Boston on the 15 day of June, 1989, before me personally appeared Barry D. Libert, to me known and known by me to be the person executing the foregoing instrument as general partner of Allendale Mill Associates Limited Partnership and he acknowledged said instrument by him executed to be his free act and deed in his said capacity, and the free act and deed of said partnership.

_____
Notary Public
My Commission Expires: 2-3-95

THE MILL AT ALLENDALE CONDOMINIUM

EXHIBIT A

Unit No.	Percentage Interest in Common Elements and in Common Expenses
106	2.2188
107	2.2188
108	1.4283
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207	1.4283
208	1.4283
209	1.4283
210	1.4283
211	1.4283
215	2.2188
217	1.4283
218	2.2188
219	2.2188
221	2.2188
406	2.2188
407	2.2188
408	1.4283
409	1.4283
410	2.2188
411	2.2188
412	2.2188
413	2.2188
414	2.7216
415	2.7216
416	2.7216
417	2.7216
418	2.2188
419	2.2188
422	2.2188
425	1.4283

APPENDIX C

1. Preliminary Site Assessment dated 4/11/86 prepared by Certified Engineering & Testing Co. Inc.

2. Preliminary Phase II Site Assessment dated 5/30/86 prepared by Certified Engineering & Testing Co. Inc.

3. Hazardous Waste Site Assessment dated 8/86 prepared by S E A Consultants Inc.

4. Asbestos Abatement Plan dated 11/8/86 prepared by Analytical Testing Inc.

5. Freshwater Wetlands Application File dated 12/86 compiled by Archetype.

6. Letter of SEA Consultants Inc. dated 2/23/87.

7. RIDEM Notice of Violation and Order dated 1/29/88 and letter of Edwards & Angell to RIDEM dated 4/8/88.

Certified Engineering & Testing Co. Inc.

25 Mathewson Drive, Weymouth, MA 02189 (617)337-7887

PRELIMINARY SITE ASSESSMENT

FOR

THE ALLENDALE MILL PROPERTY
494 WOONASQUATUCKET AVENUE
NORTH PROVIDENCE, RHODE ISLAND

PREPARED FOR:

BERGMEYER DEVELOPMENT CORP.
118 SOUTH STREET
BOSTON, MA 02111

DATE:

APRIL 11, 1986

Site Description & Background

The property under investigation (the site) consists of an approximately 3.44 acre parcel of land and an approximately 13.00 acre water area located west of Woonasquatucket Avenue in North Providence, Rhode Island. The site consists of a former textile mill facility (the Allendale Mill) and a portion of the Woonasquatucket River. A relatively large ponded section of the river forms the northern most section of the site. Water from this ponded area is partially diverted through a stone walled canal system formerly used as a power source by the mill. This diversion system begins in the southeastern pond area (Head Race) and flows in a roughly north to south direction, passing beneath the on site building and exits through the canal (Tail Race) before eventually rejoining the river in the extreme southern site property area. Flow in this system is restricted by the gate located between the pond and the Head Race channel.

Background information provided by the current owner/operator Mr. George Carbone indicates that the property has been utilized primarily for silk screen painting and fabrication of advertising display products for the last approximately ten (10) years. Production, storage and support areas associated with these operations are presently housed on most of the lower floors of the main buildings.

A small independent machine shop which is primarily used for the repair and rebuilding of hydraulic equipment presently occupies the building section #5.

Additional space on the upper floors are rented to a leather product manufacturer and distributor, a bingo parlor operation, and limited dry goods storage. The remaining building areas are either vacant or used for product and equipment storage associated with the silk screen painting and fabrication operation. Preliminary background information gathered during this assessment revealed that a chemical company/barrel cleaning and recycling operation was located north of the site pond until approximately ten (10) years ago. Conversations with area residents, City of North Providence employees and Rhode Island Department of Environmental Management personnel indicate that there was at least some degree of pond degradation associated with this operation.

Preliminary Sampling and Analyses Program

Based on the information gathered through the above-described inspections and background research, CETCO designed and implemented a preliminary sampling and analyses program to determine whether significant amounts of hazardous materials had been released into the environment on site. On March 25, 1986 CETCO collected samples of soils, sediments, sludge and liquids from selected locations on

the site (refer to the attached site plan). Samples from the following areas were collected and analyzed for the eight (8) RCRA metals and volatile organic compounds (via EPA method 624) during the above mentioned investigations:

1. Sediment collected from the pond just north of the gate and the Herd Race canal section.

2. Sediment sampled from the upstream portion of the Tail Race systems at a point just south of its emergence from beneath the former mill facility.

3. A soil/sediment sample collected from the area outside of building section #15 where two discharge pipes and a sump were noted. (Inspections of the inside of this section revealed that a former mirror coating assembly and two relatively small sump and piping areas were located on the opposite side of the wall from these discharge pipes).

Additional sampling locations included:

A sediment sample was collected just south of the Tail Race bridge at a sediment embankment which was later learned to be a former on site sewer system out fall. This sample was analyzed for the eight (8) RCRA metals.

A soil sample from the court yard area located between building sections #4, #13, and #2 was also collected and analyzed for the eight (8) RCRA metals.

A soil sample from the cage surrounding the on site electrical transformer units was collected and analyzed for PCB's.

Sediment and liquid samples were collected from a floor drain basin noted within the wood shop operations area (this vessel contained a mixture of sludge, on its bottom topped by approximately 8-10 inches of liquid and appeared to be plugged by its contents).

Results of Analyses

Soil and sediment samples from five (5) areas on site were analyzed for the eight (8) RCRA metal content. Of particular note is the fact that Silver, Lead and Mercury content in all of these samples exceeded expected background levels. Arsenic, Cadmium, and Chromium content also exceeded expected background levels in four (4) locations. Analysis for volatile organic compounds at four (4) of these locations revealed a trace of Trichloroethylene, a common industrial degreaser, in the building section #15 discharge pipe area only. No other volatile organic compounds were found above the detection.

The most serious metal contamination (in terms of the number and concentration of RCRA metals) was encountered in the soil sampled from the courtyard. This sample contained the highest Lead (465 ppm) and Barium (199 ppm) on site, the second highest Silver (1,600 ppm) Cadmium (7.1 ppm) Chromium (131 ppm), Mercury (1.73

ppm) and Selenium (0.413 ppm), and the fifth highest Arsenic (3.65 ppm). All of these parameters, with the possible exception of Arsenic and Barium, exceed what would be the expected levels in urban soils, and probably can be attributed to on site operational discharges. Of particular concern in regards to public health considerations, are the levels of Silver (1,600 ppm), Mercury (1.73 ppm) and Lead (465 ppm) of lesser concern are Cadmium (7.1 ppm) and Chromium (131 ppm). The source of this contamination is not known, however, a rubber discharge hose was noted protruding from the outside building section #13.

The next most obvious metal contamination encountered was in the former sewer out fall/sediment embankment located just south of the Tail Race bridge. Sediment from this location contained the highest Cadmium (7.9 ppm), Mercury (3.38 ppm) and Selenium (2.06 ppm), the second highest Arsenic (15.4 ppm), Barium (159 ppm) and Lead (440 ppm) and the fourth highest Silver (16.0 ppm) encountered.

Sediment sampled from the upper Tail Race channel contained the highest Silver (8,480 ppm) and Chromium (217 ppm) content on site. The third highest Barium (40.4 ppm), Mercury (0.093) and Selenium (0.12 ppm) and the fourth highest Arsenic (10.7 ppm), Cadmium (1.25 ppm) and Lead (265 ppm).

Sediment from the pond contained the lowest Silver (1.2 ppm) and Barium (27.5 ppm), the fourth highest Mercury (0.059 ppm) and Selenium (0.027 ppm) and the third highest Arsenic (4.6 ppm), Cadmium (2.5 ppm), Mercury (0.057 ppm) and Selenium (0.027 ppm).

Soil sampled from the previously mentioned building section #15 discharge pipe area contained the highest Arsenic (17.7 ppm) the third highest Silver (20.2 ppm) and the fourth highest Barium (33 ppm). Levels of the remaining five (5) metals from this sample were at the lowest concentrations of the on site sampling locations.

No PCB's were detected in the soil sample from the on site transformer cage area.

Finally, a sediment sample from the previously described floor drain in the wood shop building, section #13 area, was analyzed for volatile organics and a liquid sample from the same drain was analyzed for acid base/neutral compounds. The only volatile organic compounds detected were Toluene (3.0 ppm) and a trace of Xylenes. No standard Acid Extractable Organics were detected, however, 4-Chloro-2-(phenylmethyl) Phenol was tentatively identified at 1400 ug/l. The following Base/Neutral Extractable Organics we detected at the levels given: Di-N-Butylphthalate (51 ug/l), Benzo (a) Anthracene (41 ug/l) Chrysene (41 ug/l), and Bis (2-ethylhexyl) Phtalate (89 ug/l). While these chemicals were not observed in the sediment samples outside the building the status of the floor drain must be determined; the source of these chemicals and their potential impact on the site must be studied.

Conclusions & Recommendations

The results of this preliminary site assessment reveal that the soils and sediments from the above-described areas on site have been adversely impacted by heavy metal contamination. The contamination detected is at a level which could adversely affect human health. It is reasonable to assume, based on the contamination pattern noted within the pond and canal system sediments, that this contamination is due to on site operational charges.

Based on the findings of these analyses it appears that the on site former mill facility is a source of soil and sediment contamination. Analyses of pond sediment from a single sampling location revealed relatively lower levels of metal contamination than the courtyard and Tail Race system. However, additional background information gathered during this assessment indicates that a chemical plant/barrel cleaning and recycling business operated just north of the pond until approximately ten (10) years ago. Descriptions of adverse impacts to the pond from these operations were reported to CETCO by area residents, City of N. Providence officials and Department of Environmental Management.

Areas of concern worthy of additional investigation include:

1. The status of the on site subsurface fuel storage and distribution system located beneath the southwest corner of building section #13.

2. The status of the former cesspool located beneath the courtyard area outside the building section #13 wall.

3. The contents of a fill dump located south of the pond and west of the upper Head Race system.

4. The contents of a small dump located southwest of building section #5 adjacent to the southern Tail Race area.

5. The contents and extent of the former sewer system associated with the Tail Race bridge sampling location, as well as any other piping and drain/sump systems on site.

6. The status of the soils located beneath the on site building area.

7. The building #10 (liquid storage building) floor and subsurface area.

8. The proximity of the site area, and the associated Woonasquatucket River system, to any drinking water supply sources.

9. The historical operations of the chemical plant and barrel cleaning/recycling operation formerly located north of the pond.

Additional field work, background research and associated analyses will be necessary to properly evaluate the nature and

extent of surficial and subsurface contamination in the land and water areas on site. A logical approach would be to treat the pond and the additional site areas as two (2) separate properties. The areas other than the pond could be investigated through a series of backhoe dug test pits and/or borings as well as similar familiar sampling methodologies employed during investigations of this nature.

Assessment of the pond would necessitate a somewhat different approach, the design of which would depend, largely, on the availability of relevant information concerning the pond itself and the previously mentioned chemical plant and barrel cleaning/recycling facility.

TOTAL METALS ANALYSIS

Sample No.: 2536 S-10

Matrix: Soil: Building Section #1 Discharge Pipe Area

Parameter & Units	Results	Date Analyzed	Method[1]
Lead, mg/kg	183	04/03/86	303A
Silver, mg/kg	20.2	04/03/86	303A
Arsenic, mg/kg	17.7	04/01/86	304
Barium, mg/kg	33.0	04/03/86	303C
Cadmium, mg/kg	<0.1	04/03/86	303A
Chromium, mg/kg	14.7	04/03/86	303A
Mercury, mg/kg	0.054	04/02/86	303F
Selenium, mg/kg	<0.019	04/01/86	304

Sample No.: 2536 S-11

Matrix: Soil: Courtyard Area

Parameter & Units	Results	Date Analyzed	Method[1]
Lead, mg/kg	465	04/03/86	303A
Silver, mg/kg	1600	04/03/86	303A
Arsenic, mg/kg	3.65	04/01/86	304
Barium, mg/kg	199	04/03/86	303C
Cadmium, mg/kg	7.1	04/03/86	303A
Chromium, mg/kg	131	04/03/86	303A
Mercury, mg/kg	1.73	04/02/86	303F
Selenium, mg/kg	0.413	04/01/86	304

[1] Method Reference: Standard Methods for the Examination of Water and Wastewater, 1th Edition, 1985.

TOTAL METALS ANALYSIS

Sample No.: 2536 S-7

Matrix: Soil: Upper Tailrace Bottom Sediment

Parameter & Units	Results	Date Analyzed	Method[1]
Lead, mg/kg	265	04/03/86	303A
Silver, mg/kg	8480	04/03/86	303A
Arsenic, mg/kg	10.7	04/01/86	304
Barium, mg/kg	40.4	04/03/86	303C
Cadmium, mg/kg	1.25	04/03/86	303A
Chromium, mg/kg	217	04/03/86	303A
Mercury, mg/kg	0.093	04/02/86	303F
Selenium, mg/kg	0.12	04/01/86	304

Sample No.: 2536 S-8

Matrix: Soil: Pond Bottom Sediment

Parameter & Units	Results	Date Analyzed	Method[1]
Lead, mg/kg	380	04/03/86	303A
Silver, mg/kg	1.2	04/03/86	303A
Arsenic, mg/kg	11.6	04/01/86	304
Barium, mg/kg	27.5	04/03/86	303C
Cadmium, mg/kg	2.5	04/03/86	303A
Chromium, mg/kg	114	04/03/86	303A
Mercury, mg/kg	0.057	04/02/86	303F
Selenium, mg/kg	0.027	04/01/86	304

Sample No.: 2536 S-9

Matrix: Soil: Tailrace/Sewer Outfall Sediment

Parameter & Units	Results	Date Analyzed	Method[1]
Lead, mg/kg	440	04/03/86	303A
Silver, mg/kg	16.0	04/03/86	303A
Arsenic, mg/kg	15.4	04/01/86	304
Barium, mg/kg	159	04/03/86	303C
Cadmium, mg/kg	7.9	04/03/86	303A
Chromium, mg/kg	100	04/03/86	303A
Mercury, mg/kg	3.38	04/02/86	303F
Selenium, mg/kg	2.06	04/01/86	304

[1] Method Reference: Standard Methods for the Examination of Water and Wastewater, 1th Edition, 1985.

CERTIFIED ENGINEERING & TESTING COMPANY, INC.

Client: Allendale Mill

Date Analyzed: April 1, 1986

Samples Taken: March 26, 1986

Sample No.: 2536 S-2

Volatile Organic	Concentration (ug/g)	Pond Bottom Sediment Detection Limit (ug/g)
CHLOROMETHANE	ND	1
VINYL CHLORIDE	ND	1
CHLOROETHANE	ND	.5
BROMOMETHANE	ND	1
METHYLENE CHLORIDE	ND	.5
1,1-DICHLOROETHYLENE	ND	.5
1,1-DICHLOROETHANE	ND	.5
1,2-trans-DICHLOROETHYLENE	ND	.5
CHLOROFORM	ND	.5
1,2-DICHLOROETHANE	ND	.5
1,1,1-TRICHLOROETHANE	ND	.5
CARBON TETRACHLORIDE	ND	.5
VINYL ACETATE	ND	1
BROMODICHLOROMETHANE	ND	.5
1,2-DICHLOROPROPANE	ND	.5
1,3-trans-DICHLOROPROPENE	ND	.5
TRICHLOROETHYLENE	ND	.5
BENZENE	ND	.5
1,3-cis-DICHLOROPROPENE	ND	.5
1,1,2-TRICHLOROETHANE	ND	.5
2-CHLOROETHYL VINYL ETHER	ND	.5
DIBROMOCHLOROMETHANE	ND	.5
BROMOFORM	ND	.5
TETRACHLOROETHYLENE	ND	.5
1,1,2,2-TETRACHLOROETHANE	ND	.5
TOLUENE	ND	.5
CHLOROBENZENE	ND	.5
ETHYLBENZENE	ND	.5
ACETONE	ND	2.5
CARBON DISULFIDE	ND	.5
THF	ND	2.5
MEK	ND	2.5
MIBK	ND	2.5
2-HEXANONE	ND	2.5
STYRENE	ND	.5
XYLENES	ND	.5

ND = NONE DETECTED

METHOD REFERENCE: SW 846, 2nd Edition, Method 8240

Note: This report was prepared for the use of our client and may not meet all the specific reporting requirements of various governmental agencies. Should more information be required in projects involving such agencies, they may contact us at their convenience.

Results expressed on dry weight basis.

CERTIFIED ENGINEERING & TESTING COMPANY, INC.

Client: Allendale Mill

Date Analyzed: April 1, 1986

Samples Taken: March 26, 1986

Sample No.: 2536 S-4
Bottom Tailrace Bottom Sediment

Volatile Organic	Concentration (ug/g)	Detection Limit (ug/g)
CHLOROMETHANE	ND	1
VINYL CHLORIDE	ND	1
CHLOROETHANE	ND	.5
BROMOMETHANE	ND	1
METHYLENE CHLORIDE	ND	.5
1,1-DICHLOROETHYLENE	ND	.5
1,1-DICHLOROETHANE	ND	.5
1,2-trans-DICHLOROETHYLENE	ND	.5
CHLOROFORM	ND	.5
1,2-DICHLOROETHANE	ND	.5
1,1,1-TRICHLOROETHANE	ND	.5
CARBON TETRACHLORIDE	ND	.5
VINYL ACETATE	ND	1
BROMODICHLOROMETHANE	ND	.5
1,2-DICHLOROPROPANE	ND	.5
1,3-trans-DICHLOROPROPENE	ND	.5
TRICHLOROETHYLENE	ND	.5
BENZENE	ND	.5
1,3-cis-DICHLOROPROPENE	ND	.5
1,1,2-TRICHLOROETHANE	ND	.5
2-CHLOROETHYL VINYL ETHER	ND	.5
DIBROMOCHLOROMETHANE	ND	.5
BROMOFORM	ND	.5
TETRACHLOROETHYLENE	ND	.5
1,1,2,2-TETRACHLOROETHANE	ND	.5
TOLUENE	ND	.5
CHLOROBENZENE	ND	.5
ETHYLBENZENE	ND	.5
ACETONE	ND	2.5
CARBON DISULFIDE	ND	.5
THF	ND	2.5
MEK	ND	2.5
MIBK	ND	2.5
2-HEXANONE	ND	2.5
STYRENE	ND	.5
XYLENES	ND	.5

ND = NONE DETECTED

METHOD REFERENCE: SW 846, 2nd Edition, Method 8240

Results expressed on dry weight basis.

CERTIFIED ENGINEERING & TESTING COMPANY, INC.

Client: Allendale Mill

Date Analyzed: April 1, 1986

Samples Taken: March 26, 1986

Sample No.: 2536 S-5
Building Section #15 Outside Sump Sdn

Volatile Organic	Concentration (ug/g)	Detection Limit (ug/g)
CHLOROMETHANE	ND	1
VINYL CHLORIDE	ND	1
CHLOROETHANE	ND	.5
BROMOMETHANE	ND	1
METHYLENE CHLORIDE	ND	.5
1,1-DICHLOROETHYLENE	ND	.5
1,1-DICHLOROETHANE	ND	.5
1,2-trans-DICHLOROETHYLENE	ND	.5
CHLOROFORM	ND	.5
1,2-DICHLOROETHANE	ND	.5
1,1,1-TRICHLOROETHANE	ND	.5
CARBON TETRACHLORIDE	ND	.5
VINYL ACETATE	ND	1
BROMODICHLOROMETHANE	ND	.5
1,2-DICHLOROPROPANE	ND	.5
1,3-trans-DICHLOROPROPENE	ND	.5
TRICHLOROETHYLENE	Trace	.5
BENZENE	ND	.5
1,3-cis-DICHLOROPROPENE	ND	.5
1,1,2-TRICHLOROETHANE	ND	.5
2-CHLOROETHYL VINYL ETHER	ND	.5
DIBROMOCHLOROMETHANE	ND	.5
BROMOFORM	ND	.5
TETRACHLOROETHYLENE	ND	.5
1,1,2,2-TETRACHLOROETHANE	ND	.5
TOLUENE	ND	.5
CHLOROBENZENE	ND	.5
ETHYLBENZENE	ND	.5
ACETONE	ND	2.5
CARBON DISULFIDE	ND	.5
THF	ND	2.5
MEK	ND	2.5
MIBK	ND	2.5
2-HEXANONE	ND	2.5
STYRENE	ND	.5
XYLENES	ND	.5

ND = NONE DETECTED

METHOD REFERENCE: SW 846, 2nd Edition, Method 8240

Results expressed on dry weight basis.

CERTIFIED ENGINEERING & TESTING COMPANY, INC.

Client: Allendale Mill

Date Analyzed: March 27, 1986

Samples Taken: March 26, 1986

Sample No.: 2536
Transformer Cage Soil

Pesticides/PCB's	Concentration (ug/kg
ALDRIN	ND
ALPHA-BHC	ND
BETA-BHC	ND
GAMMA-BHC	ND
DELTA-BHC	ND
CHLORODANE	ND
4,4 -DDT	ND
4,4'-DDE	ND
4,4'-DDD	ND
DIELDRIN	ND
ENDOSULFAN I	ND
ENDOSULFAN II	ND
ENDOSULFAN SULFATE	ND
ENDRIN	ND
ENDRIN ALDEHYDE	ND
HEPTACHLOR	ND
HEPTACHLOR EPOXIDE	ND
PCB-1242	ND
PCB-1254	ND
PCB-1221	ND
PCB-1232	ND
PCB-1248	ND
PCB-1260	ND
PCB-1016	ND
TOXAPHENE	ND

ND = NONE DETECTED

METHOD REFERENCE: EPA 608 Organochlorine

Detection limit = 50 ug/kg

CERTIFIED ENGINEERING & TESTING COMPANY, INC.

Client: Allendale Mill

Date Analyzed: April 1, 1986

Samples Taken: March 26, 1986

Sample No.: 2536 S-6
Wood Shop Floor Drain Sediment

Volatile Organic	Concentration (ug/g)	Detection Limit (ug/g)
CHLOROMETHANE	ND	1
VINYL CHLORIDE	ND	1
CHLOROETHANE	ND	.5
BROMOMETHANE	ND	1
METHYLENE CHLORIDE	ND	.5
1,1-DICHLOROETHYLENE	ND	.5
1,1-DICHLOROETHANE	ND	.5
1,2-trans-DICHLOROETHYLENE	ND	.5
CHLOROFORM	ND	.5
1,2-DICHLOROETHANE	ND	.5
1,1,1-TRICHLOROETHANE	ND	.5
CARBON TETRACHLORIDE	ND	.5
VINYL ACETATE	ND	1
BROMODICHLOROMETHANE	ND	.5
1,2-DICHLOROPROPANE	ND	.5
1,3-trans-DICHLOROPROPENE	ND	.5
TRICHLOROETHYLENE	ND	.5
BENZENE	ND	.5
1,3-cis-DICHLOROPROPENE	ND	.5
1,1,2-TRICHLOROETHANE	ND	.5
2-CHLOROETHYL VINYL ETHER	ND	.5
DIBROMOCHLOROMETHANE	ND	.5
BROMOFORM	ND	.5
TETRACHLOROETHYLENE	ND	.5
1,1,2,2-TETRACHLOROETHANE	ND	.5
TOLUENE	3.0	.5
CHLOROBENZENE	ND	.5
ETHYLBENZENE	ND	.5
ACETONE	ND	2.5
CARBON DISULFIDE	ND	.5
THF	ND	2.5
MEK	ND	2.5
MIBK	ND	2.5
2-HEXANONE	ND	2.5
STYRENE	ND	.5
XYLENES	Trace	.5

ND = NONE DETECTED

METHOD REFERENCE: SW 846, 2nd Edition, Method 8240

Results expressed on dry weight basis.

CERTIFIED ENGINEERING & TESTING COMPANY, INC.

Client: Allendale Mills

Date Analyzed: April 1, 1986

Date Extracted: March 31, 1986

Samples Taken: March 26, 1986

Sample Number: 2536 S-1
Wood Shop Floor Drain Liquid

Acid Extractable Organics	Concentration (ug/l)	Detection Limit (ug/l)
PHENOL	ND	10
2-CHLOROPHENOL	ND	10
2-NITROPHENOL	ND	10
2,4-DIMETHYLPHENOL	ND	10
2,4-DICHLOROPHENOL	ND	10
P-CHLORO-M-CRESOL	ND	10
2,4,6-TRICHLOROPHENOL	ND	10
2,4-DINITROPHENOL	ND	50
4-NITROPHENOL	ND	50
4,6-DINITRO-O-CRESOL	ND	50
PENTACHLOROPHENOL	ND	10
BENZOIC ACID *	ND	50
2-METHYLPHENOL *	ND	10
4-METHYLPHENOL *	ND	10
2,4,5-TRICHLOROPHENOL *	ND	50

Additional compound tentatively identified: 4-chloro-2-(phenylmethyl)phenol at an estimated concentration of 1400 ug/l

ND = NONE DETECTED

METHOD REFERENCE: EPA 600/4-82-057 Method 625

* Additional CERCLA Hazardous Substances

CERTIFIED ENGINEERING & TESTING COMPANY, INC.

Client: Allendale Mills

Date Analyzed: April 1, 1986

Date Extracted: March 31, 1986

Samples Taken: March 26, 1986

Sample No.: 2536 S-1

Wood Shop Floor Drain Liquid

BASE/NEUTRAL EXTRACTABLE ORGANICS	CONCENTRATION (ug/l)	DETECTION LIMIT (ug/l)
N-NITROSODIMETHYLAMINE	ND	75
Bis (2-CHLOROETHYL ETHER)	ND	30
1,3-DICHLOROBENZENE	ND	30
1,4-DICHLOROBENZENE	ND	30
1,2-DICHLOROBENZENE	ND	30
Bis (2 CHLOROISOPROPYL) ETHER	ND	30
HEXACHLOROETHANE	ND	75
N-NITROSODI-N-PROPYLAMINE	ND	30
NITROBENZENE	ND	30
ISOPHORONE	ND	30
BIS (2-CHLORORETHOXY) METHANE	ND	30
1,2,4-TRICHLOROBENZENE	ND	30
NAPHTHALENE	ND	30
HEXACHLOROBUTADIENE	ND	30
HEXACHLOROCYCLOPENTADIENE	ND	30
2-CHLORONAPHTHALENE	ND	30
DIMETHYLPHTHALATE	ND	30
ACENAPHTYLENE	ND	30
2,6-DINITROTOLUENE	ND	75
ACENAPHTHENE	ND	30
2,4-DINITROTOLUENE	ND	75
DIETHYLPHTHALATE	ND	30
FLUORENE	ND	30
4-CHLOROPHENYL PHENYL ETHER	ND	30
N-NITROSO DIPHENYLAMINE	ND	30
1,2-DIPHENYLHYDRAZINE (AZOBENZENE)	ND	30
4-BROMOPHENYL PHENYL ETHER	ND	30
HEXACHLOROBENZENE	ND	30
PHENANTHRENE	ND	30
ANTHRACENE	ND	30
DI-N-BUTYLPHTHALATE	51	30
FLUORANTHENE	55	30
BENZIDINE	ND	150
PYRENE	58	30
BUTYLBENZYLPHTHALATE	ND	30
BENZO (a) ANTHRACENE	41	30
3,3'-DICHLOROBENZIDENE	ND	60
CHRYSENE	41	30
Bis (2-ETHYLHEXYL) PHTHALATE	89	30
DI-N-OCTYLPHTHALATE	ND	30
BENZO(b)FLUOROANTHENE	ND	30
BENZO(k)FLUOROANTHENE	ND	30
BENZO(a)PYRENE	ND	30
IDENO (1,2,3-c,d) PYRENE	ND	30
DIBENZO (a,h) ANTHRACENE	ND	30
BENZO (g,h,i) PERYLENE	ND	30

ND = NONE DETECTED

METHOD REFERENCE: EPA 600/4-82-057 METHOD 625

CERTIFIED ENGINEERING & TESTING COMPANY, INC.

Client: Allendale Mills

Date Analyzed: April 1, 1986

Date Extracted: March 31, 1986

Samples Taken: March 26, 1986

Sample No.: 2536
Wood Shop Floor Drain Liquid

Additional CERCLA Listed Hazardous Materials

BASE/NEUTRAL EXTRACTABLE ORGANICS	CONCENTRATION (ug/l)	DETECTION LIMIT (ug/l)
BENZYL ALCOHOL	ND	30
4-CHLOROANILINE	ND	30
2-,METHULNAPHTHALENE	ND	30
2-NITROANILINE	ND	150
3-NITROANILINE	ND	150
DIBENZOFURAN	ND	30
4-NITROANILINE	ND	150

ND = NONE DETECTED

METHOD REFERENCE: EPA 600/4-82-057 METHOD 625

Certified Engineering & Testing Co. Inc.

25 Mathewson Drive, Weymouth, MA 02189 (617)337-7887

PRELIMINARY PHASE II SITE ASSESSMENT

FOR

THE ALLENDALE MILL PROPERTY
494 WOONASQUATUCKET AVENUE
NORTH PROVIDENCE, RHODE ISLAND

PREPARED FOR:

BERGMEYER DEVELOPMENT CORPORATION
118 SOUTH STREET
BOSTON, MA 02111

DATE:

MAY 30, 1986

Introduction

A preliminary (Phase I) assessment including sampling and analyses of the upper (0-1.5') of soils and sediments from the above-referenced site was conducted by Certified Engineering and Testing Company, Inc. (CETCO) in March 1986. The results of these investigations revealed that these media contained heavy metals at levels which could adversely affected human health.

The eleven (11) locations sampled during the Phase I investigation were selected to coincide with areas on site where discharges or other accumulations (i.e. discharge hoses, subsurface vessels, waterway systems, etc.). Therefore, the Phase I sampling stations were located near the on site operations and building areas. The findings of the Phase I investigation were present in a report prepared by CETCO and entitled Preliminary Assessment for the Allendale Mill Property, 494 Woonasquatucket Avenue, North Providence, Rhode Island, April 11, 1986.

Phase II Sampling Program (refer to the attached Site Plan)

The Phase II investigation was undertaken to determine whether the contamination detected during the preliminary assessment extended to areas not previously evaluated. Surface soils (0-3.0' below land surface) from sixteen (16) on site locations were sampled during the Phase II program. These areas included five (5) stations located along the site's approximate property line south of the private way which crosses the Head Race. Two of these stations (2721-1, 2721-2) were located along the edge of the paved parking area east and southeast of the on site building. Three other stations (2721-3, 2721-6, 2721-7) were located along the western edge of the paved area along the western bank of the Woonasquatucket River.

Two sampling stations (2721-4, 2721-5) were located midway between the building #15 western wall and the river. Additional, sampling stations included the two fill, brush and trash dumps located in the northern (2721-8) and southern (2721-9) property areas, a composited soil sample (2721-15) and a sample from a filled sump/dry sink (2721-10) located in the unpaved area between the Tail Race and building #4. Three samples were collected from the courtyard area. Two of these samples (2721-11, 2721-12) were composited from three separate excavations at the 0-1' and 3.0' foot depth respectively. The additional courtyard sample (2721-13) was taken from a sump/dry sink located outside of the northeastern wall of building #4. Finally, samples were collected from a sump/dry sink located outside the northwestern wall of building #13 (2721-14) and the area outside of the southwestern wall (2721-16) of building #10. Samples were analyzed for total silver, arsenic, cadmium, mercury and lead.

Conclusions & Recommendations

The results of analyses for both phases of the above-described investigation indicate that removal and disposal of soils and sediments from a number of areas on site will be necessary. These areas include: The Head Race/Tail Race system upper sediments, the two brush, fill and trash dumps, the unpaved area (and the sump/dry sink) located between the Tail Race and building #4, the upper courtyard soils, an the sewer system which reportedly out falls at the sediment bank located south of

the Tail Race foot bridge. Additional areas of concern are with the abandoned cesspool and the fuel storage/distribution system located beneath the courtyard and building #13 area.

It is important to note that the sampling methodologies employed during the investigation to date utilized hand tools and therefore were limited in their ability to determine the actual amounts of hazardous materials contained in these areas. It will therefore be necessary to implement a Phase II excavation, sampling and analyses and stock piling program utilizing heavy equipment (i.e. backhoe, pump trucks and high power sewer drain line cleaning equipment) to ascertain the actual amounts of material which will require removal to a accomplish an appropriate degree of cleanup. It is estimated that these activities will require at least one to two full days of work for a field engineer and an equipment operator. Prior to disposal of metal contaminated soils, additional analyses (EP toxicity) is required. These analyses will determine the "leachability" of the parameters of concern and will be used to determine which licensed facility available will accept these materials. If the analytical results pass the entrance requirements the materials can be shipped to Narragansett Improvement in Rhode Island. If they do not pass they will need to be taken to either New York or Maine depending on the degree of contamination.

Approximate Cost for Cleanup

EP toxicity analyses costs approximately $300.00 per sample. It is estimated that at least seven (7) samples will need to be analyzed prior to disposal. These would be representative samples from both dumps, the upper Tail Race sediments, the lower Tail Race/sewer out fall sediments, the sump/dry sink and unpaved surface soils located between the Tail Race and building #4, the upper courtyard soils, and the abandoned cesspool.

If the EP toxicity results allow disposal in Rhode Island transport and disposal of the material will cost $45.00 a ton (1 cubic yard of soil weighs approximately 1.5 tons), $60.00 an hour for the dump trailer and $60.00 an hour for the backhoe. (If the material must go to New York the costs for disposal will be $90.00-$100.00 a ton.) It is not possible to accurately estimate the costs for sewer out fall system cleaning until preliminary plan and system design appraisals are conducted.

Additional cleanup costs associated with the on site tank removal is estimated at approximately $2500.00 for emptying and cleaning, and $6000.00 for removal and disposal. If contaminated soils are encountered additional analytical, transport and disposal costs will be necessary.

Due to the complexity of conducting and coordinating the above-described activities CETCO recommends that the Phase III excavation, sampling/analyses and stock piling program be under taken.

TOTAL METALS ANALYSIS

Allendale Mill, Phase II

Sample No.: 2721-1 Location: Parking Area Perimeter; NW of Transformer

Parameter & Units	Results	Date Analyzed	Method[1]
Total Silver, mg/kg	0.057	05/16/86	303A
Total Arsenic, mg/kg	0.90	05/16/86	304
Total Cadmium, mg/kg	0.094	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	176	05/16/86	303A

Sample No.: 2721-2 Location: SE Parking Lot Perimeter

Parameter & Units	Results	Date Analyzed	Method[1]
Total Silver, mg/kg	0.10	05/16/86	303A
Total Arsenic, mg/kg	1.29	05/16/86	304
Total Cadmium, mg/kg	0.031	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	40.0	05/16/86	303A

Sample No.: 2721-3 Location: Parking Lot Perimter NW of Building #5

Total Silver, mg/kg	<0.029	05/16/86	303A
Total Arsenic, mg/kg	0.0063	05/16/86	304
Total Cadmium, mg/kg	0.013	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	0.29	05/16/86	303A

Sample No.: 2721-4 Location: Parking Lot SW of Building #15 Drain Pipe

Total Silver, mg/kg	<0.029	05/16/86	303A
Total Arsenic, mg/kg	0.76	05/16/86	304
Total Cadmium, mg/kg	0.03	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	2.92	05/16/86	303A

Sample No.: 2721-5 Location: Parking Lot SW of Building #15 Sump

Total Silver, mg/kg	0.14	05/16/86	303A
Total Arsenic, mg/kg	1.1	05/16/86	304
Total Cadmium, mg/kg	0.044	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	5.33	05/16/86	303A

Sample No.: 2721-6	Location:	Parking Lot Perimeter; SW of Building #15	
Total Silver, mg/kg	0.086	05/16/86	303A
Total Arsenic, mg/kg	0.012	05/16/86	304
Total Cadmium, mg/kg	<0.013	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	<0.083	05/16/86	303A
Sample No.: 2721-7	Location:	Parking Lot Perimeter at extreme SW Corner	
Total Silver, mg/kg	<0.029	05/16/86	303A
Total Arsenic, mg/kg	0.85	05/16/86	304
Total Cadmium, mg/kg	0.063	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	44.2	05/16/86	303A
Sample No.: 2721-8	Location:	Fill/Brush dumped adjacent Head Race	
Total Silver, mg/kg	0.16	05/16/86	303A
Total Arsenic, mg/kg	1.65	05/16/86	304
Total Cadmium, mg/kg	0.17	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	163	05/16/86	303A
Sample No.: 2721-9	Location:	Fill/Brush dump adjacent Tail Race	
Total Silver, mg/kg	0.14	05/16/86	303A
Total Arsenic, mg/kg	1.12	05/16/86	304
Total Cadmium, mg/kg	0.769	05/16/86	303A
Total Mercury, mg/kg	4.38	05/07/86	303F
Total Lead, mg/kg	214	05/16/86	303A
Sample No.: 2721-10	Location:	Dry sink adjacent to Tail Race	
Total Silver, mg/kg	0.11	05/16/86	303A
Total Arsenic, mg/kg	3.58	05/16/86	304
Total Cadmium, mg/kg	2.50	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	183	05/16/86	303A
Sample No.: 2721-11	Location:	Composite Courtyard at 1.0'	
Total Silver, mg/kg	<0.029	05/16/86	303A
Total Arsenic, mg/kg	0.17	05/16/86	304
Total Cadmium, mg/kg	0.044	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	13.0	05/16/86	303A

Sample No.: 2721-12 Location: Composite Courtyard at 3.0'

Total Silver, mg/kg	0.043	05/16/86	303A
Total Arsenic, mg/kg	1.73	05/16/86	304
Total Cadmium, mg/kg	0.044	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	1.54	05/16/86	303A

Sample No.: 2721-13 Location: Courtyard Sump

Total Silver, mg/kg	0.043	05/16/86	303A
Total Arsenic, mg/kg	0.81	05/16/86	304
Total Cadmium, mg/kg	0.094	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	5.98	05/16/86	303A

Sample No.: 2721-14 Location: Woodshop Sump

Total Silver, mg/kg	0.24	05/16/86	303A
Total Arsenic, mg/kg	0.25	05/16/86	304
Total Cadmium, mg/kg	0.19	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	2.75	05/16/86	303A

Sample No.: 2721-15 Location: Composite adjacent and along Tail Race

Total Silver, mg/kg	0.11	05/16/86	303A
Total Arsenic, mg/kg	1.85	05/16/86	304
Total Cadmium, mg/kg	0.43	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	60.8	05/16/86	303A

Sample No.: 2721-16 Location: Building #10 area

Total Silver, mg/kg	0.63	05/16/86	303A
Total Arsenic, mg/kg	1.10	05/16/86	304
Total Cadmium, mg/kg	0.18	05/16/86	303A
Total Mercury, mg/kg	<0.46	05/07/86	303F
Total Lead, mg/kg	54.2	05/16/86	303A

1 Method Reference: Standard Methods for the Examination of Water and Wastewater, 16th Edition, 1985.

REPORT

HAZARDOUS WASTE SITE ASSESSMENT OF THE ALLENDALE MILL COMPLEX NORTH PROVIDENCE, RHODE ISLAND PREPARED FOR ARCHETYPE

AUGUST 1986

S E A CONSULTANTS INC.
Engineers/Architects
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CHAPTER 1
INTRODUCTION

Purpose

The purpose of conducting the site assessment presented in this report was to evaluate the potential for past release(s) of hazardous materials or hazardous wastes into the environment at the Allendale Mill Complex located in North Providence, Rhode Island. This assessment was performed to assist Archetype and their client, Matrix Construction Corporation in identifying risk liability under Rhode Island and federal hazardous waste laws and regulations.

Scope of Services

The purpose set forth above was accomplished by completing the following tasks:

1. Collecting and evaluating site historical information.

2. Reviewing previous sampling and testing information.

3. Reviewing the site's environmental setting.

4. Identifying current land uses.

5. Conducting a field investigation program including the collection and analysis of soil and tailrace sediment samples.

6. Assessing the risks posed by the heavy metal concentrations detected during the sampling and analysis program.

7. Preparing this site assessment report complete with all data collected.

Site Description

The site under investigation is shown on the General Site Location Plan, Figure 1. The property is located in North Providence, Rhode Island to the west of Woonasquatucket Avenue near the Allendale section of town. The site consists of the former Allendale Mill complex, a defunct hydroelectric generating raceway, a dam, a pond, and part of the Woonasquatucket River. This assessment was conducted for the portion of the site downstream of the dam, including the mill complex.



Figure 1
GENERAL SITE LOCATION PLAN

Reference: United States Geological Survey
Providence Quadrangle
Rhode Island (1975)

SCALE : 1"= 2000'

CHAPTER 2
ENVIRONMENTAL SETTING

Geology/Hydrology

According to the U.S. Geological Survey Water-Supply Paper 1499-A, Water Resources of the Providence Area, Rhode Island, the site is underlain by sand and gravel outwash deposits of less than 50 feet. Presumably, the sand and gravel is underlain by a layer of glacial till over bedrock.

The site slopes generally downward from Woonasquatucket Avenue toward the raceway, and from the dam southerly to the confluence of the tailrace with the Woonasquatucket River. The site drains primarily by surface water runoff into the raceway, with a small portion of land west of the raceway draining directly into the Woonasquatucket River.

The Woonasquatucket River flows through the site. The river was dammed in several locations for hydroelectric power generation by the old textile manufacturing mills. The average flow of Woonasquatucket River at the Centerdale Gaging Station from 1942-1955 was 43.4 million gallons per day (mgd). The Centerdale Gaging Station is located approximately 3/4 miles upstream from the Allendale Mill pond dam. The Woonasquatucket River, in the stretch below Esmondville in Smithfield, is classified as Class C water. Water with this classification is intended for use as a fish and wildlife habitat, or boating and other secondary contact recreational activities, and for industrial processes and cooling. This classification is set by the Rhode Island Department of Environmental Management, Division of Water Resources. The Woonasquatucket River flows generally southerly through the site then turns easterly, flows through Providence, and empties into the Providence River in Providence.

Water Supply

Discussions with the Providence Water Supply Board (PWSB) indicate that all of North Providence, including the Allendale Mill complex, is supplied with domestic water by the PWSB from their major source, the Scituate Reservoir, located in Scituate, Rhode Island. PWSB reportedly supplies 60 percent of the state with domestic water.

CHAPTER 3

HISTORICAL AND PRESENT LAND USE

Site History

The history of property ownership was researched at the North Providence Registry of Deeds. Records indicate the site was being operated as a woolen textile mill as far back as 1872. At this point, the records could not be traced back any further, though it is believed the mill was already in operation prior to that time. The site was owned by a number of different individuals and corporations while operating as a woolen manufacturing mill. The following table lists the history of owners of record of the Allendale Mill as recorded at the North Providence Registry of Deeds.

Table 3.1
History of Site Ownership

Grantee	Grantor	Date	Book	Page
George Carbone and Abraham Nathanson	Graystone Realty Co.	06/02/76	94	341
The Allendale Company	Collins & Aikman Corp.	06/30/44	41	418
Centerdale Worsted Mills	Henry A. Kirby	12/12/15	15	342
Henry A. Kirby	Catholina Lambert	01/26/09	13	250
Catholina Lambert	William D. Ely	06/24/03	5	331
William D. Ely	Allendale Company	11/26/02	8	512
Allendale Company	William D. Ely,	12/31/63	Not Located	
	Zachariah & Eliza	10/03/65	Not Located	
	Allen & Samuel Cushing	4/30/72	Not Located	

Presently, the site is used for the production of advertising displays and silk screening. This operation, including production and storage, is located on the lower floor of the main buildings. Other uses of the remaining buildings include a hydraulic equipment repair shop, a leather products manufacturer, a bingo parlor, and a dry goods storage area.

Previous Investigations

In March through May 1986, Certified Engineering and Testing Co., Inc. (CETCO) conducted a site assessment of the Allendale Mill property and the adjacent pond. This assessment included sampling and analysis of several soil, floor drain liquid, and sediment samples from throughout the site. Two reports were submitted to Bergmeyer Development Corp., the Preliminary Site Assessment report on April 11, 1986, and the Preliminary Phase II Site Assessment report on May 30, 1986.

The sampling and testing program carried out as part of the CETCO site assessment included Resource Conservation and Recovery Act (RCRA) heavy metals analyses of five soil and/or sediment samples; volatile organic compounds analyses of four soil and/or sediment samples; pesticides/PCB's analysis of one soil sample; acid and base/neutral extractable organic compounds analysis of one floor drain liquid sample; and total silver, arsenic, cadmium, mercury, and lead analyses of 16 surficial soil samples.

The conclusion drawn by CETCO, based on background levels of certain heavy metals being higher than normally would be expected for urban soils, was that removal and disposal of soil and sediments from several areas of the site would be necessary. Further investigation was recommended to evaluate the status of an underground fuel storage tank and an abandoned cesspool.

DEM File Search

On July 29, 1986 and again on August 4, 1986, S E A reviewed public records on file with the Rhode Island Department of Environmental Management's (DEM) Division of Air and Hazardous Materials. These files contain records, information, and reports pertaining to the assessment of environmental conditions at companies and sites where a reported release of oil or hazardous materials has occurred.

No releases of oil or hazardous materials in North Providence were recorded at the Allendale Mill complex. However, a rather extensive file was found that concerned potential hazardous waste contamination of a property located just upstream of the Allendale Mill pond. According to the file, this property was formerly operated by Metro Atlantic Chemical Corporation (MACC). MACC was reportedly a chemical and barrel recycling operation that ceased operations at the North Providence site approximately 10 years ago. In the late 1970's and early 1980's, several complaints of fuming abandoned barrels were investigated by DEM inspectors.

In 1981, Marshall Contractors, intending to develop the site for elderly housing, discovered hundreds of abandoned barrels and drums strewn throughout the property. Over the ensuing months, most or all of the barrels and drums were removed from the site. DEM records do not clearly indicate the contents of the various drums removed from the site.

Early in 1986, DEM received a report claiming that hazardous waste still remained on the site in underground storage tanks. Based on this information, DEM conducted a limited geophysical survey of the site with ground penetrating radar. The results of the survey concluded that there was no evidence of underground storage tanks in the areas surveyed. However, based on this information and a review of the

history of the site, DEM decided to name the site to the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, otherwise referred to as Superfund) list of sites requiring attention. Under this Act, the EPA maintains listings of the status of all federal hazardous waste sites. A site named to the CERCLA list is subject to an initially limited investigation and is ranked by the Hazard Ranking System. If the score achieved is above a certain limit, the site is placed on the National Priority List and a Remedial Investigation/Feasibility Study (RIFS) is conducted under the federal Superfund program. Remedial design and remedial action follow the RIFS until the site has been cleaned up to EPA specified standards.

CHAPTER 4

SITE INVESTIGATIONS

Approach

The objectives of the site investigation phase of this assessment were as follows:

1. Evaluate the direction of surface water and groundwater flow.

2. Obtain information to evaluate the potential presence of hazardous waste at the site.

Tasks performed during the field investigation included:

1. Site reconnaissance.

2. Surface and shallow soil sediment sample collection. Samples were tested for the eight RCRA metals using the Extraction Procedure (EP) Toxicity method.

Site Reconnaissance and Environmental Sampling

Based on our understanding of past usages of the site and our review of the previous site assessment reports, five soil samples and one sediment sample were collected from locations where soil or sediment removal and disposal was recommended in the CETCO reports. Results of the soil and sediment analyses are discussed in the next chapter and the location where the samples were taken are shown on Figure 2.

During our site reconnaissance, numerous barrels and drums were discovered on the site. Twelve barrels were lined up between the road leading over the Woonasquatucket River and the dam. The barrels had

"Keep Out" signs taped to them. Several of these were labeled "Waste Oil", one was "Reclaimed 1,1,1 Trichloroethane," several were "Flammable Liquid," and one was "Dupont 3661S Acrylic Lacquer Thinner." All these appeared to be empty. Stacked up against Building No. 16 were numerous barrels labeled "Lacquer Thinner." While these appeared empty, it could not be positively determined.

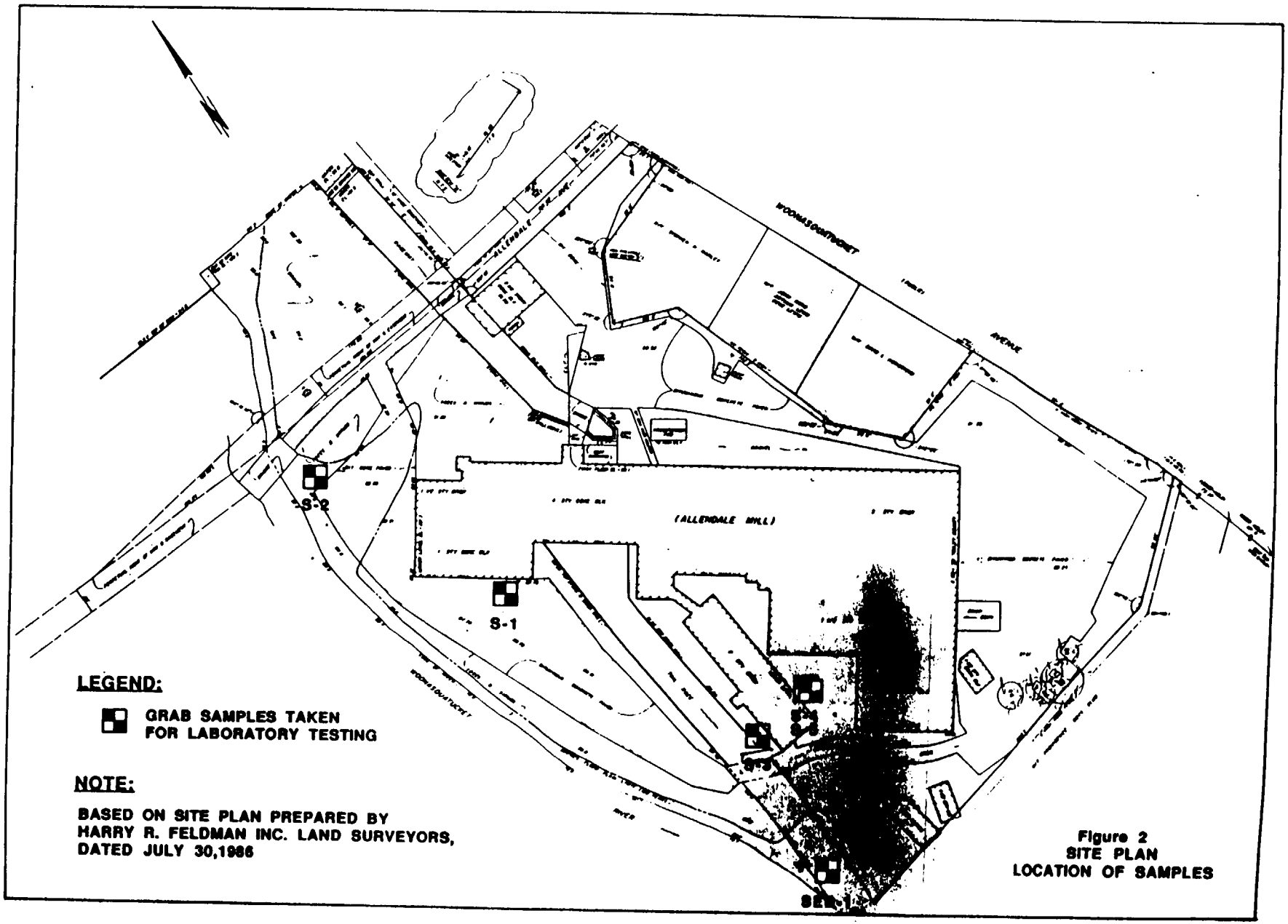


Figure 2
SITE PLAN
LOCATION OF SAMPLES

CHAPTER 5
RESULTS OF INVESTIGATIONS

Analytical Results

The analytical results of the EP Toxicity tests on the five soil and one sediment samples gathered during the site investigation are enclosed as Appendix A. The EP Toxicity test simulates leaching of the metals out of a sample of material.

Summarized below in Table 5.1 are the results of the EP Toxicity testing on the samples gathered by S E A.

Table 5.1
EP Toxicity Results
S E A Samples[1]

Sample ID	Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
SED1	ND	0.29	ND	0.03	0.29	ND	ND	ND
S1	ND	ND	0.01	0.06	0.55	0.001	ND	1.84
S2	ND	1.95	0.17	0.05	21.42	ND	ND	ND
S3	0.08	2.76	0.01	0.02	0.88	ND	ND	ND
S4	ND	2.18	0.02	0.03	5.71	ND	ND	ND
S5	ND	2.43	0.02	0.05	14.75	ND	ND	ND

Summarized below in Table 5.2 are the results of the RCRA metals analyses performed by CETCO on the courtyard soils and the tailrace sediments.

Table 5.2
RCRA Metals Analyses
CETCO Samples[2]

Sample Location	Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
Courtyard soils	3.65	199	7.1	131	465	1.73	0.413	1600
Tailrace sediments	15.4	159	7.9	100	440	3.38	2.06	16.0

[1]All results are expressed in mg/L
[2]All results are expressed in mg/kg
ND - Not detected

S E A soil samples S4 and S5 were gathered from the courtyard area, near the location of the courtyard soil sample gathered by CETCO. S E A sediment sample SED1 was taken from the tailrace sediments, near the location of the tailrace sediment sample gathered by CETCO.

CHAPTER 6
RISK ASSESSMENT

Risk Assessment Objective

The risk assessment gathers together existing information and qualitatively analyzes the risks posed to public health, welfare, or the environment based on potential exposure to hazardous materials identified in the sampling and testing programs. The risk assessment is based solely on information presented in this report and our understanding of conditions as they currently exist.

The risk assessment follows a logical sequence of steps to document any imminent or substantial environmental threat that may exist at the site. The following areas of identification and/or characterization were assessed for their relevance to this site:

1. Chemical contaminants presently identified in soil and raceway sediments at the site.

2. The general characteristics of site contaminants.

3. Toxicological properties of the substances identified.

4. Environmental fate and transport mechanisms within environmental media.

5. Populations identified as being at risk, the pathways of exposure to the chemicals present.

6. Risk characterization assessing the extent of expected harm and the likelihood of such harm occurring.

Chemical Contaminants Identified

Existing information gathered during this site assessment is documented in the preceding chapters of this report and in the preliminary site assessment reports prepared by CETCO. No available air monitoring data currently exists. No data exists identifying the presence of chemical contaminants in local biota. The CETCO reports identified the presence of heavy metals in the soil at this site (see Table 5.2).

CETCO concluded that because the concentrations of heavy metals identified in the soil and sediments exceed what would normally be expected in urban soils, their presence was probably attributable to on-site operational discharges and could adversely affect human health. They recommended removal and disposal of soil and sediments from a number of areas on site.

Characteristics of Contaminants

The following table summarizes the range of typical background concentrations of 7 of the 8 RCRA metals identified in the testing:

Table 6.1

Typical Concentrations of Metals In Soils[1]

Metal	Range of Concentrations
Barium	300 - 500 ppm
Cadmium	21 ppm
Chromium	10 - 200 ppm
Lead	15 ppm
Mercury	30 - 300 ppb
Selenium	0.03 - 0.8 ppm
Silver	0.07 - 0.08 ppm

[1] ppm (parts per million) is of the same order of magnitude as mg/L. ppb (parts per billion) is of the same order of magnitude as ug/L.

All of the metals occur naturally in the environment. The values given in Table 6.1 are average ranges occurring in soils throughout the United States. In some coals and other geologic formations, the various metals may occur at levels 1,000 times higher than in other soils or rock. This is significant with respect to this site as the mill was most likely heated by coal in the past. While digging in the courtyard area, cinders were encountered at approximately 2 feet below grade. This area showed the highest concentration of several metals, according to the CETCO reports. It is very likely the coal cinders and ash were deposited here in the past, as the smokestack is located in a building forming part of the courtyard boundary.

The U.S. Environmental Protection Agency (EPA) has established maximum concentration limits (MCL) for wastes containing metals. These MCL's are for EP toxicity characteristics and are listed below in Table 6.2. In addition, the EPA has proposed recommended maximum concentration limits (RMCL) for drinking water.

Table 6.2
Summary of Metals Analyses Results

Metal	Range of Concentrations Detected in Soils EP Toxicity (mg/L)	Water Quality Criteria MCL (mg/L)	Water Quality Criteria RMCL (mg/L) (unless noted)
Arsenic	ND-0.08	5.0	0.05
Barium	ND-2.76	100.0	1.5
Cadmium	ND-0.17	1.0	0.005
Chromium	0.02-0.06	5.0	0.12
Lead	0.29-21.42	5.0	0.020(ug/L)
Mercury	ND-0.001	0.2	0.003
Selenium	ND	1.0	0.045
Silver	ND-1.84	5.0	Not Proposed

ND = Not Detected

The EP Toxicity procedure is designed to simulate the leaching a waste will produce if disposed in a landfill. According to 40 CFR 261.24, acceptable levels of metals reported by EP Toxicity methods must be within 100 times the established water quality criteria. Using this methodology, the results shown in Table 6.2 indicate that the metals in the soils at this site should not leach significant levels of metals to the groundwater.

Toxicological Properties of Contaminants

Arsenic has been shown to produce acute and chronic toxic effects including irreversible systemic damage. Animal studies have shown body weight changes, decreased blood hemoglobin, hepatic damage and kidney damage. Acute exposure to barium results in a variety of cardiac, gastrointestinal and neuromuscular effects. Acute and chronic exposure to cadmium results in renal dysfunction, hypertension, anemia and altered liver microsomal activity. The kidney is considered to be the critical target organ in chronic exposure by ingestion. Naturally occurring chromium will, in water, form compounds with valences of +3 and +6 (Cr III and Cr VI, respectively). Cr VI is more toxic than Cr III. Chromium exposure at high levels has been shown to result in chronic toxic effects. Additionally, Cr VI is mutagenic. The most serious effects associated with elevated levels of lead in blood are severe neurotoxic effects that include irreversible brain damage. Mercury exists in two basic forms, inorganic mercury and organic mercury compounds (methyl mercury). The principal target organ of inorganic mercury is the kidney. Methyl mercury compounds exert their toxicological effects on the central nervous system. Selenium has toxic effects at high dose levels and is nutritionally essential at low levels. The only adverse effect resulting from chronic exposure to low levels of silver is argyria, a blue-grey discoloration of the skin and internal organs.

Environmental Fate and Transport

The risks to public health, welfare and the environment posed by the metals identified in the soil and sediment samples are a function of potential for exposure and concentrations during exposure. In the case of heavy metals in soil or sediments, the pathways of exposure are through direct dermal contact, direct ingestion, or ingestion of water into which the metals may have leached. There is a lesser chance of ingesting vegetables which have uptaken the metals. The entire North Providence area is supplied domestic water from a surface reservoir located in the central part of the state. Therefore, ingestion of water into which the metals may have leached does not appear to be a likely route of exposure. The most likely pathway of exposure in this instance appears to be through direct dermal contact. There are methods to prevent direct dermal contact with soil from having adverse health effects. These methods are discussed in the next chapter.

Populations Identified as Being at Risk

The population most at risk to exposure to the heavy metals in the soil would be persons living at the site, particularly children who might play in the soil. The worst case scenario appears to be a young child who might ingest some of the soil. It is S E A's opinion that the metals identified on the site do not pose a threat to the public health, welfare, or the environment beyond the property boundaries of the site.

Conclusions

Based on the information collected and presented in this report and the preliminary site assessment reports prepared by CETCO, S E A draws the following conclusions:

1. There is no public record on file with the Department of Environmental Management's (DEM) Division of Air and Hazardous Materials of any oil or hazardous material release, or history of hazardous waste disposal, at the Allendale Mill complex site.

2. Certain RCRA metals were identified by CETCO to exist in the soil and sediment samples taken from throughout the site. Some of the concentrations detected in the samples exceed what would normally be expected for urban soils.

3. Results of all six EP Toxicity tests run on samples gathered by S E A indicate the soils and sediments are not considered hazardous waste.

4. DEM has an extensive, active file concerning a defunct chemical and barrel recycling operation that formerly operated just upstream of the Allendale Mill pond. Potential pond water and sediment contamination may have resulted from the past operations of this facility.

Recommendations

1. According to the CETCO reports, an abandoned underground fuel storage tank presently exists on the site. No information

concerning this tank was obtained by S E A. S E A recommends the burden of removal and disposal of the tank, along with any associated environmental cleanup, be passed to the current owner, as the degree and extent of possible contamination is unknown.

2. S E A recommends sampling and testing of the pond waters and sediments in order to determine possible contamination from the former barrel cleaning/recycling operation located just upstream.

3. S E A recommends limiting the possibility of direct dermal contact with the soil and sediments having higher than normal concentrations of heavy metals. This can be accomplished in a number of ways, including the following:

   a. Cover the soil with a minimum of 12-inches of clean soil and re-seed.

   b. Pave over the existing soil.

   c. Mix clean soil with the soil with high levels of metals to reduce the overall concentrations to within "normal" ranges.

4. S E A recommends removal and disposal of all drums and barrels from the site.

CHAPTER 8
LIMITATIONS OF WORK

This site assessment was performed for the exclusive use of Archetype. The conclusions drawn by S E A are based solely on information gathered to date. Information that may be gathered in the future may modify certain of the conclusions reported here. This report has been prepared in accordance with generally accepted engineering and hydrogeological practices. No other warranty expressed or implied is made.

APPENDIX A
ANALYTICAL TEST RESULTS

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TOXIKON: 86C-0998

JOB #: 422-0611

DATE RECEIVED: 07/23/86

DATE REPORTED: 08/01/86

METHODOLOGIES:

1. Standard Methods for Examination of Water and Wastewater. APHA-AWWA-WACF. 15th Edition. 1980.
2. Test Methods for Evaluating Solid Waste: Physical/Chemical Methods. EPA SW-846. 1982.
3. Methods for Organic Chemical Analysis of Municipal and Industrial Wastewater. EPA 600/4-82-057. 1982.
4. Methods for Chemical Analysis of Water and Wastes. EPA 600/4-82-055. 1982
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7. Sprayed Asbestos-Containing Materials in Buildings: A Guidence Document. EPA 450/2-78-014. 1978.

Thomas F. Brennan, Ph.D.
STUDY DIRECTOR

Laxman S. Desai, D.Sc.
SCIENTIFIC DIRECTOR

RTIFICATE OF ANALYSIS

IENT: SEA Consultants

ALYSIS REQUESTED: EP Toxicity Extraction and RCRA Metals
IENT IDENT: SED-1
MPLE LOCATION: Allendale Mill
MPLE DESCRIPTION: water soil oil sludge solid other: Sediment
MPLE CONTAINER: XX glass plastic VOA vial
IELD PREP:

TOXIKON NUMBER: 86C-0998.1
DATE SAMPLED: 07/23/86
DATE REPORTED: 08/01/86
NUMBER OF CONTAINERS: 1

PARAMETER	RESULT	UNITS	MDL*	INST	REF**	DATE EXTRACT	DATE ANALYZE
EP Toxicity Extraction					2	07/28/86	08/01/86
CRA Metals:							
Arsenic	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Barium	0.29	mg/L	0.01	ICP	2	07/28/86	07/31/86
Cadmium	ND	mg/L	0.01	ICP	2	07/28/86	07/28/86
Chromium	0.03	mg/L	0.01	ICP	2	07/28/86	07/28/86
Lead	0.29	mg/L	0.05	ICP	2	07/28/86	07/28/86
Mercury	ND	mg/L	0.001	CV*1	2	07/28/86	07/30/86
Selenium	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Silver	ND	mg/L	0.01	ICP	2	07/28/86	07/29/86

*1 - Cold Vapor.

*MDL - Method Detection Limits (same units as the Results)
**REF - Reference as cited on the cover (first) page of this report.

CLIENT: SEA Consultants

ANALYSIS REQUESTED: EP Toxicity Extraction and RCRA Metals
TOXIKON NUMBER: 86C-0998.2
CLIENT IDENT: S-1
DATE SAMPLED: 07/23/86
SAMPLE LOCATION: Allendale Mill
DATE REPORTED: 08/01/86
SAMPLE DESCRIPTION: water XX soil oil sludge solid other:
SAMPLE CONTAINER: XX glass plastic VOA vial
NUMBER OF CONTAINERS: 1
FIELD PREP:

PARAMETER	RESULT	UNITS	MDL*	INST	REF**	DATE EXTRACT	DATE ANALYZE
EP Toxicity Extraction					2	07/28/86	08/01/86
RCRA Metals:							
Arsenic	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Barium	ND	mg/L	0.01	ICP	2	07/28/86	07/31/86
Cadmium	0.01	mg/L	0.01	ICP	2	07/28/86	07/28/86
Chromium	0.06	mg/L	0.01	ICP	2	07/28/86	07/28/86
Lead	0.55	mg/L	0.05	ICP	2	07/28/86	07/28/86
Mercury	0.001	mg/L	0.001	CV*1	2	07/28/86	07/30/86
Selenium	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Silver	1.04	mg/L	0.10	ICP	2	07/28/86	07/29/86

*1 - Cold Vapor.

*MDL - Method Detection Limits (same units as the Results)
**REF - Reference as cited on the cover (first) page of this report.

CERTIFICATE OF ANALYSIS

CLIENT: SEA Consultants

ANALYSIS REQUESTED: EP Toxicity Extraction and RCRA Metals
TOXIKON NUMBER: 86C-0998.3
CLIENT IDENT: S-2
DATE SAMPLED: 07/23/86
SAMPLE LOCATION: Allendale Mill
DATE REPORTED: 08/01/86
SAMPLE DESCRIPTION: water XX soil oil sludge solid other:
SAMPLE CONTAINER: XX glass plastic VOA vial
NUMBER OF CONTAINERS: 1
FIELD PREP:

PARAMETER	RESULT	UNITS	MDL*	INST	REF**	DATE EXTRACT	DATE ANALYZE
EP Toxicity Extraction					2	07/28/86	08/01/86
RCRA Metals:							
Arsenic	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Barium	1.95	mg/L	0.02	ICP	2	07/28/86	07/31/86
Cadmium	0.17	mg/L	0.01	ICP	2	07/28/86	07/28/86
Chromium	0.05	mg/L	0.01	ICP	2	07/28/86	07/28/86
Lead	21.42	mg/L	0.05	ICP	2	07/28/86	07/28/86
Mercury	ND	mg/L	0.001	CV*1	2	07/28/86	07/30/86
Selenium	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Silver	ND	mg/L	0.01	ICP	2	07/28/86	07/29/86

*1 - Cold Vapor.

*MDL - Method Detection Limits (same units as the Results)
**REF - Reference as cited on the cover (first) page of this report.

CERTIFICATE OF ANALYSIS

CLIENT: SEA Consultants

ANALYSIS REQUESTED: EP Toxicity Extraction and RCRA Metals
TOXIKON NUMBER: 86C-0998.4
CLIENT IDENT: S-3
DATE SAMPLED: 07/23/86
SAMPLE LOCATION: Allendale Mill
DATE REPORTED: 08/01/86
SAMPLE DESCRIPTION: water XX soil oil sludge solid other:
SAMPLE CONTAINER: XX glass plastic VOA vial NUMBER OF CONTAINERS: 1
FIELD PREP:

PARAMETER	RESULT	UNITS	MDL*	INST	REF**	DATE EXTRACT	DATE ANALYZE
EP Toxicity Extraction					2	07/28/86	08/01/86
RCRA Metals:							
Arsenic	0.08	mg/L	0.02	HGA	2	07/28/86	08/01/86
Barium	2.76	mg/L	0.10	ICP	2	07/28/86	07/31/86
Cadmium	0.01	mg/L	0.01	ICP	2	07/28/86	07/28/86
Chromium	0.02	mg/L	0.01	ICP	2	07/28/86	07/28/86
Lead	0.08	mg/L	0.05	ICP	2	07/28/86	07/28/86
Mercury	ND	mg/L	0.001	CV*1	2	07/28/86	07/30/86
Selenium	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Silver	ND	mg/L	0.01	ICP	2	07/28/86	07/29/86

*1 - Cold Vapor.

*MDL - Method Detection Limits (same units as the Results)
**REF - Reference as cited on the cover (first) page of this report.

LIENT: SEA Consultants

NALYSIS REQUESTED: EP Toxicity Extraction and RCRA Metals
TOXIKON NUMBER: 86C-0998.5
LIENT IDENT: S-4
DATE SAMPLED: 07/23/86
AMPLE LOCATION: Allendale Mill
DATE REPORTED: 08/01/86
AMPLE DESCRIPTION: water XX soil oil sludge solid other:
AMPLE CONTAINER: XX glass plastic VOA vial NUMBER OF CONTAINERS: 1
IELD PREP:

ARAMETER	RESULT	UNITS	MDL*	INST	REF**	DATE EXTRACT	DATE ANALYZE
P Toxicity Extraction					2	07/28/86	08/01/86
CRA Metals:							
Arsenic	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Barium	2.18	mg/L	0.10	ICP	2	07/28/86	07/31/86
Cadmium	0.02	mg/L	0.01	ICP	2	07/28/86	07/28/86
Chromium	0.03	mg/L	0.01	ICP	2	07/28/86	07/28/86
Lead	5.71	mg/L	0.05	ICP	2	07/28/86	07/28/86
Mercury	ND	mg/L	0.001	CV*1	2	07/28/86	07/30/86
Selenium	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Silver	ND	mg/L	0.01	ICP	2	07/28/86	07/29/86

. - Cold Vapor.

DL - Method Detection Limits (same units as the Results)
REF - Reference as cited on the cover (first) page of this report.

CERTIFICATE OF ANALYSIS

CLIENT: SEA Consultants

ANALYSIS REQUESTED: EP Toxicity Extraction and RCRA Metals
TOXIKON NUMBER: 86C-0998.6
CLIENT IDENT: S-5
DATE SAMPLED: 07/23/86
SAMPLE LOCATION: Allendale Mill
DATE REPORTED: 08/01/86
SAMPLE DESCRIPTION: water XX soil oil sludge solid other:
SAMPLE CONTAINER: XX glass plastic VOA vial
NUMBER OF CONTAINERS: 1
FIELD PREP:

PARAMETER	RESULT	UNITS	MDL*	INST	REF**	DATE EXTRACT	DATE ANALYZE
EP Toxicity Extraction					2	07/28/86	08/01/86
RCRA Metals:							
Arsenic	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Barium	2.43	mg/L	0.02	ICP	2	07/28/86	07/31/86
Cadmium	0.02	mg/L	0.01	ICP	2	07/28/86	07/28/86
Chromium	0.05	mg/L	0.01	ICP	2	07/28/86	07/28/86
Lead	14.75	mg/L	0.05	ICP	2	07/28/86	07/28/86
Mercury	ND	mg/L	0.001	CV*1	2	07/28/86	07/30/86
Selenium	ND	mg/L	0.01	HGA	2	07/28/86	08/01/86
Silver	ND	mg/L	0.01	ICP	2	07/28/86	07/29/86

*1 - Cold Vapor.

*MDL - Method Detection Limits (same units as the Results)
**REF - Reference as cited on the cover (first) page of this report.

ASBESTOS ABATEMENT PLAN

THE ALLENDALE MILL

The complex is the Allendale Mill on Allendale Pond in North Providence, RI. The owner is Milestone Properties Corp., 257 Newbury Street, Boston, MA 02116. The contact person is Carla DeStefano 272-3893

This plan is a voluntary submission.

SAMPLING:

The bulk and air samples were collected by R. Weisberg (AAC-003), with assistance from Tyrone Gingrich. Sampling was performed in compliance with the State Rules and Regulations. The laboratory was Analytical Testing Services Inc. (AAL-001C3). Bulk samples were analyzed by polarized light microscopy with dispersion staining, while air samples were analyzed in accordance with NIOSH method 7400B. The Certificates of Analysis are attached.

AREAS TO BE ABATED:

Architectural drawings prepared by ARCHETYPE have been annotated to indicate the location of asbestos containing materials. The original mill building of stone was built in 1922, with an addition in the nineteenth century. A brick structure was added in 1890 and extended in 1910. Although contiguous, the number of floors in each section therefore varies. There are several out-buildings as well. The plan is to demolish the outbuildings and gut the main mill for renovation into condominiums.

The one story marine hut contains about thirty three-foot sections of air cell pipe insulation stored on make-shift shelves. The material is in poor condition. After removal of the material, the structure will be demolished.

The basement of the commissary contains an old boiler with about 225 linear feet of air cell pipe insulation along the ceiling that is in fair condition. After removal, the structure will be renovated.

For the buildings designated A and B, the material of concern is only pipe insulation on the high ceiling. The material is in good condition. The approximate linear footage is as follows: first floor - 500; second floor - ten feet of risers; third floor - 110. (the Mezzanine will be added) All pipe will be removed prior to renovations.

For the buildings designated C and D, the material of concern is pipe insulation along the ceiling or on risers on most floors. The material is in fair condition. The approximate linear footage is as follows: first floor - 800; second floor - sixty feet on five risers; third floor - 45 feet on three risers; fourth floor - 30 feet on three risers; fifth floor - 15 feet on four risers. All pipe will be removed prior to

renovations. There is also transite board along the walls in the first floor, comprising about 600 square feet (the amount will be better able to be documented after equipment is removed.

The boiler room has about 230 linear feet of pipe insulation. The boiler has about 450 square feet of lagging on it. The material is in good condition. All of these will be removed prior to demolition of the structure. In the passageway to the area is a pile of about two yards of waste material that contains asbestos as well.

OPERATIONS AND MAINTENANCE:

The buildings are in the process of being vacated. After they are empty, there will be no occupation until the asbestos is removed. This obviates the need for monitoring the physical conditions or educating the building staff. Signs will be posted on the building entrances indicating that there is asbestos containing material in the building.

SPECIFIC REMEDIES:

Polyethylene sheets will be spread on the floor below the pipe insulation, and along the walls when within three feet of the wall. Wherever possible, the pipe insulation will be moistened with an amended water spray and wrapped with six mil polyethylene to make at least three layers. The material will be secured with duct tape. Then glove bags will be used to remove small sections of asbestos covering at appropriate lengths (determined by what is physically manageable and acceptable to the waste disposal facility). The pipe will then be cut with a carborundum bladed construction wheel, and the pipe sections lowered to the ground for disposal. Where this is not feasible, glove bags alone will be used. The procedure for using glove bags is attached. For the boiler, a cocoon will be constructed around the structure, with the standard three chambers and a negative air machine as well. A shower will be used in the middle chamber. Standard procedures as outlined in section B.8.6 of the Rhode Island Rules and Regulations will be followed. Where there is material on the floor, the area will be cordoned off, sprayed with amended water, and vacuumed with either a wet vacuum attached to a HEPA filtration device or a HEPA vacuum cleaner. The time frame will be arranged with the contractor.

CONTRACTOR SELECTION CRITERIA:

A sheet is attached to be used for the selection of a licensed contractor. The identity of the contractor and his waste disposal site will be forwarded to the Department as soon as he is chosen.

AIRBORNE FIBER COMPLIANCE:

For the structures that are to be demolished, clearance testing is requested to be waived, since the structures will be demolished as soon as the asbestos is removed. Where the areas will then be renovated, clearance air testing will be conducted. During the operations, the contractor will be required to monitor his employees as required by 29 CFR 1926.58.

ABATEMENT PLAN PREPARATION:

The plan was prepared by Robert F. Weisberg, Ph.D., CIH, AAC-003. His address is 180 Weeden Street, Pawtucket, RI 02860-1804.

COMPLIANCE MONITORING:

Compliance monitoring will be performed by R. Weisberg (AAC-003) and T. Swift (AAC-005). They will also perform any clearance air testing required.

GLOVE BAG TECHNIQUE

SPECIFIC STEPS TO BE FOLLOWED WHEN USING GLOVE BAGS

A. Isolate the area in which removal will take place by placing barrier tape at least six feet from all open entrances to the affected area. Lock all but one entrance from external entry. Clean up the floor.

B. Place appropriate asbestos warning signs at all open entrances to the work area conspicuously and so that they may be easily read.

C. Isolate the area from other building air handling and movement systems. Include spreading polyethylene sheeting on floor and walls as necessary at this point (in case of spillage or accident).

D. Don fitted respirators and disposable clothing. Wear minimum clothing underneath as required for comfort. Where clothing is worn, ensure that disposable clothing is sealed with duct tape at wrists, ankles and neck area and ensure that clothing is properly laundered.

E. Double-check pipe, valves, etc. to ensure they are cool. In addition, confirm all services have been shut down for safety.

F. Check HEPA vacuum to prevent circuit overload from hampering work in progress. If circuit blows, do not proceed until line with sufficient power is secured.

G. Determine area of pipe, etc., that glove bag will enclose. Lightly mist the pipe with amended water to minimize dust disturbance when working with the pipe. Wrap minimum of 3 inch width section with duct tape for both ends of the glove bag that will be attached to the pipe. (This will allow a solid, sealed surface to which the glove bag will be attached and allow removal of the bag with minimum disturbance to remaining insulation.) THIS TAPE WILL BE LEFT IN PLACE UNTIL ADDITIONAL WORK IS PERFORMED.

H. Insure the bag will fit around the area to be serviced.

I. Put all tools required inside the bag.

J. Attach the glove bag to the area where work will be performed. It is preferable to use vertical glove bags for vertical risers and special bags for valves, tees, etc. Use double-sided tape (or zipper) to hold the top two flaps together, allowing overlap without wrinkles or air pockets. Leave enough slack at the top of the bag to permit working around the entire pipe without stretching the bag or seals. Plan to support the bottom of the bag when removal begins. The weight of insulation and amended water can strain even a well constructed seal at the top.

K. Seal the edges of the glove bag around the pipe to make an air-tight seal using duct tape or an adjustable strap.

prepared by Analytical Testing Services Inc. 8 November 1986

L. Make a small slit in the bag to allow the tip of the sprayer nozzle to be inserted to apply amended water. This hole will later be used to insert the end of the HEPA vacuum attachment. Using duct tape, reseal the hole immediately after each use. Use this hole to insert a smoke tube. Spray smoke in the bag and seal hole. Squeeze bag to determine if any leaks are present. Seal leaks. Repeat this procedure until integrity of seals is assured.

M. Thoroughly wet the work area inside the bag with amended water. Do not use excess water, since this will add unnecessary weight to the bag.

N. Place arms in armholes and gloves. Carefully remove asbestos, wetting the material as required. This is best accomplished by working in pairs.

O. Use the damp rag (or plastic wool) to wipe exposed metal clean of all visible foreign matter.

P. Thoroughly wet-clean all reusable tools with water and replace them in the tool pouch for later recovery. Wash down the sides of the bag so that all visible debris collects at the bottom of the bag. (Alternatively, keep tools in glove and evert for later recovery.)

Q. Place HEPA vacuum attachment at opening in bag, suck air out of the bag for two or three seconds. DO NOT SUCK IN WATER. Reseal the hole with duct tape.

R. Squeeze bag tightly together (below tool pouch if tools are to be recovered) and tape or tie at the neck with duct tape or a plastic tie.

S. Pull labelled asbestos disposal bag over lower portion of bag. Cut bag loose across the top, avoiding pulling or tearing. Recover tools and immediately immerse them in water.

T. Thoroughly HEPA vacuum work site surfaces while still wearing respirator.

U. Wet wipe exposed surfaces. Unless specifically said not to in specifications, spray encapsulant on pipe at this time.

V. Place disposable clothes in bag, seal and store in marked and sealed container for proper final disposal.

W. After air sampling clears the area, plastic sheeting may be removed from the floor and walls as necessary. If clearance sampling is not required, remove polyethylene and place in double bag for disposal.

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NOTE 1: When sealing second bag for disposal, twist and seal at neck. Then continue twisting end to top and fold over, sealing folded-over neck with tape as well.

NOTE 2: In the case a glove bag breaks, immediately spray the area with amended water and a mister. Then collect the material into a proper disposal bag. After area is completely cleaned up, put that bag into a second disposal bag and seal properly. Insure personnel are properly cleaned prior to leaving the area.

NOTE 3: For additional information, see Appendix G to 29 CFR 1926.58, Glove Bags.

CHECKLIST FOR DETERMINING CONTRACTOR QUALIFICATIONS

A. Contractors shall demonstrate reliability in performance of general contracting activities through the submission of a list of references of persons who can attest to the quality of work performed by the contractor.

B. Contractors must demonstrate ability to perform asbestos abatement activities by submitting evidence of the successful completion of training courses as required by state regulations.

C. Contractors must be able to demonstrate prior experience in performing previous abatement projects through the submission of a list of prior contracts, including: the names, addresses and telephone numbers of building owners for whom the projects were performed. In rare circumstances inexperienced contractors may be qualified if they can demonstrate exceptional qualifications in the other contractor standards.

D. Additional evidence of successful completion of prior abatement projects should be demonstrated by contractors through the submission of air monitoring data, if any, taken during and after completion of previous projects in accordance with 29 CFR 1910.1001(e) or 29 CFR 1926.58.

E. Contractors must possess written standard operating procedures and employee protection plans which include specific reference to OSHA medical monitoring and respirator training programs. In addition, the contractor must be prepared to make available for viewing at the job site a copy of OSHA regulations 29 CFR 1926.58 governing asbestos construction standards, U.S. Environmental Protection Agency regulations at 40 CFR Part 61, Subpart M (NESHAPS) governing asbestos stripping work practices, Rhode Island Department of Health R23-24.5ASB rules and regulations for asbestos abatement, and disposal of asbestos waste.

F. A copy of the license, including restrictions and probationary details in effect, from the State of Rhode Island.

G. The contractor must provide a certificate of insurance quoting liability limits, plus a letter from the carrier underwriting the general liability that explicitly states the status of coverage of asbestos for the time period when the project is scheduled.

H. Contractors must be able to provide a description of any asbestos abatement projects which have been prematurely terminated, including the circumstances surrounding the termination.

adapted by Analytical Testing Services Inc. 8 November 1986

I. Contractors must provide a list of any contractual penalties which the contractor has paid for breach or noncompliance with contract specifications, such as overruns of completion time or liquidated damages.

J. Any citations levied against the contractor by any Federal, State or local government agencies for violations related to asbestos abatement shall be identified by contractors, including the name or location of the project, the date(s) and how the allegations were resolved.

K. Contractors must submit a description detailing all legal proceedings, lawsuits or claims which have been filed or levied against the contractor or any of his past or present employees for asbestos-related activities.

L. Contractors must supply a list of equipment that they have available for asbestos work. This should include, but not be limited to, negative air machines, each type of respirator system, scaffolding, decontamination facilities, disposable clothing, etc.

February 23, 1987

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Mr. Louis A. Shuman
Milestone Properties Corporation
257 Newbury Street
Boston, Massachusetts 02116

RECEIVED
FEB 21 1987
MATRIX CONSTRUCTION

Re: Allendale Mill Project
North Providence, Rhode Island
Ref. No. 422-8721

Dear Mr. Shuman:

The purpose of this supplemental letter report is to summarize additional field and laboratory investigations made relative to the environmental issues recently raised by Rizzo Associates Inc. in their site assessment review. In addition, this report provides our opinion of the classification of the on-site materials encountered in our investigations and our opinion on the potential for release(s) of hazardous materials or hazardous wastes into the environment at the Allendale Mill Complex in North Providence, Rhode Island. This letter report is meant to supplement earlier investigations described below.

Previous Investigations

The following reports have been issued regarding various subsurface investigations and site assessments performed relative to this property or contiguous with this property:

Report/Letter	Prepared By	Date
Preliminary Site Assessment	Certified Engineering & Testing Co., Inc. (CETCO)	April 11, 1986
Preliminary Phase II Site Assessment	Certified Engineering & Testing Co., Inc. (CETCO)	May 30, 1986
Hazardous Waste Site Assessment of the Allendale Mill Complex	S E A Consultants Inc.	August 1986
Hazardous Waste Assessment of the Allendale Mill Pond	S E A Consultants Inc.	August 1986
Clean-up and Analytical Results for the Allendale Mill Property	Certified Engineering & Testing Co., Inc. (CETCO)	August 1 and August 6 (letters)
Allendale Mill Redevelopment Feasibility Study	Archetype	August 20, 1986

S E A Consultants Inc.

Geotechnical Memorandum S E A Consultants Inc. December 1986
Report - Allendale Mill
Redevelopment

The sampling and testing program carried out as part of the CETCO site assessment included Resource Conservation and Recovery Act (RCRA) heavy metals analyses of five "soil" and/or sediment samples; volatile organic compounds analyses of four "soil" and/or sediment samples; pesticides/PCB's analysis of one "soil" sample; acid and base/neutral extractable organic compounds analysis of one floor drain liquid sample; and total silver, arsenic, cadmium, mercury, and lead analyses of 16 surficial samples taken from the fill areas around the Mill buildings.

The conclusion drawn by CETCO, based on background levels of certain heavy metals being higher than normally would be expected for urban soils, was that removal and disposal of soil and sediments from several areas of the site would be necessary. Further investigation was recommended to evaluate the status of an underground fuel storage tank and an abandoned cesspool.

S E A conducted a field investigation in July 1986 that included the collection and analysis of various samples. Based on our understanding of past usages of the site and our review of the preliminary site assessment reports prepared by CETCO, five subsurface fill samples and one sediment sample were collected from locations where soil or sediment removal and disposal was recommended in the CETCO reports. Results of the subsurface material and sediment analyses were presented in the Allendale Mill Complex Report. The results of the EP toxicity test results showed that two samples taken from the inner courtyard area surrounded by Buildings No. 4, No. 6, No. 2, No. 3 and No. 13 and a sample taken from a pile of material deposited near the parking area located south of the bridge crossing the Woonasquatucket River had lead concentrations above those listed as maximum concentration of contaminants for characteristics of EP Toxicity (40 CFR 261.24, Table 1).

Recent Investigations

Additional field investigations were performed by S E A on February 16 and February 18, 1987. These investigations consisted of excavating 11 additional test pits and 5 hand auger holes. The purpose of these excavations was, to the extent possible, to characterize the nature of the materials that would potentially exhibit toxicity and quantify the on-site deposits of ash suspected of containing lead contents above normal background levels.

S E A Consultants Inc.

Based on the results of these additional field investigations combined with the information obtained previously, the following conclusions were drawn regarding the nature and extent of the subsurface conditions.

> The Allendale Mill Complex site has seen extensive filling in the past. The areas between the Head Race and the Woonasquatucket River and between the mill buildings and the river contain filled areas. The fill is highly variable in content. The test pits and hand augers revealed fills consisting of sands and gravels with bricks, pieces of glass, metal and debris as well as cobbles and boulders. In addition, there are several areas that appear to contain significant amounts of material we have classified as coal ash.

Hazardous Waste Definition

Under federal regulations (40 CFR 261.4 (b) (3)), solid wastes that are not classified as hazardous wastes include "Flyash waste, bottom ash waste, slag waste, and flue gas emission control waste generated primarily from the combustion of coal or other fossil fuels." Since state regulations can be more restrictive than the federal regulations, the Rhode Island "Rules and Regulations for Hazardous Waste Generation, Transportation, Treatment, Storage, and Disposal" (effective 18 July 1984, Amended 7 November 1986) were reviewed. Under the definition of "Hazardous Waste" (paragraph 3.19) the state refers to the federal hazardous waste definition in 40 CFR 261.3. The definition in 40 CFR 261.3 refers to the exclusions contained in 40 CFR 261.4. To clarify our interpretation of the definition of hazardous waste and specifically the exclusion of coal ash waste from the definition, Mr. Thomas A. Epstein, Senior Engineer with the Rhode Island Department of Environmental Management, Division of Air and Hazardous Materials, was contacted by telephone on February 17, 1987 and again on February 19, 1987. He confirmed verbally that the exclusion of coal ash waste would apply to Rhode Island's rules and regulations. Based on this information, S E A Consultants is of the opinion that the coal ash materials encountered on the Allendale Mill Complex property are not classified as a hazardous waste under both federal and Rhode Island rules and regulations.

Other Issues Raised

Other issues raised in the site assessment review by Rizzo Associates included the fuel oil storage tank located partially underneath Building No. 13 and the cesspool near Building No. 5. During our recent field investigations, efforts were made to further evaluate these areas. One of the hand auger holes was excavated near the fuel oil storage tank. The hole was advanced to a depth of about 3 feet where an obstruction, possibly a cobble or boulder was encountered. A soil

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sample was taken and a head space analysis performed using our Photovac 10S50 gas chromatograph. The purpose of this was to attempt to detect any volatile organic compounds that might be present if a leak of the tank had occurred. The results did not indicate the presence of volatile organic compounds. We recommend that further investigation be conducted on the potential for ground contamination around the tank during the demolition phase of the project and that the demolition of the tank and subsequent removal be performed by a licensed contractor. This recommendation is based on the inaccessibility of the underground fuel tank beneath the existing building and the limited working space available to either excavate test pits or perform soil borings to adequately evaluate the potential for existing or past leakage from the tank. This recommendation is the same as made previously in our earlier report.

A test pit was excavated to a depth of 4.5 feet next to the cesspool located south of Building No. 5. The test pit was close enough to encounter some of the stone backfill surrounding the cesspool. A soil sample from this test pit was taken and a head space analysis performed using our Photovac 10S50 gas chromatograph. The purpose of this was to attempt to detect the presence of any volatile compounds that may have entered the cesspool and leached into the soil surrounding the cesspool. The results did not indicate the presence of volatile organic compounds. We recommend additional investigation be conducted during the demolition phase of the project and that the demolition and removal be handled in an environmentally sound manner.

Conclusions

Based on the results of both previous and recent investigations, the following conclusions have been made:

(1) Extensive areas between the Mill Complex and the Woonasquatucket River have been filled at various times in the past. The composition of the fill is quite variable. Significant amounts of coal ash appear to have been deposited.

(2) After our review of the federal (40 CFR 261.4) and Rhode Island definitions of hazardous waste, it is our opinion that the coal ash materials encountered on the Allendale Mill Complex property are excluded from classification as a hazardous waste.

(3) Although not classified as hazardous waste, the coal ash encountered on this property exhibits elevated lead concentrations. We recommend that the recommendation contained in our previous report be followed; that care be taken

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during site work to limit the possibility of direct contact with these materials.

Limitations of Work

This additional site assessment report was prepared for the exclusive use of Milestone Properties Corporation. The conclusions drawn by S E A Consultants are based solely on the information gathered to date. Information that may be obtained in the future may modify certain conclusions reported here. This report has been prepared in accordance with generally accepted engineering practices. No other warranty, expressed or implied, is made.

We trust this information is sufficient for your present needs. If we can be of further assistance or answer any questions please contact us.

Very truly yours,

S E A CONSULTANTS INC.

Frederick G. Aufiero

FGA/bac

RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

DIVISION OF AIR AND HAZARDOUS MATERIALS

NOTICE OF VIOLATION AND ORDER

Notice is hereby given that Charles Francis, Anthony DiOrio, Bristol Craft Inc., and Milestone Properties Corporation are and/or have been in violation of the Hazardous Waste Management Act of 1978, Chapter 23-19.1 of the Rhode Island General Laws (hereinafter "the Act") as amended and the regulations adopted pursuant thereto. The Director of the Rhode Island Department of Environmental Management has the authority to adopt regulations pursuant to R.I.G.L. Section 23-19.1-6 (a). According to R.I.G.L. Sections 23-19.1-15, 23-19.1-16, and 42-17.1-2, the Director, or his designee, has the authority to enforce the provisions of the Act and the regulations adopted pursuant thereto.

FINDINGS OF FACT

1. On 6 March 1987 personnel from this Division conducted an inspection of property owned by Milestone Properties Corporation located at the Allendale Mill Complex in North Providence, Rhode Island. This property was formerly the location of Bristol Craft, Inc. owned by Charles Francis and Anthony DiOrio. This inspection was the result of a complaint received by this Division concerning abandoned hazardous wastes at the Allendale Mill Complex.

2. During the inspection, Building #10 was found to contain a large assortment of hazardous wastes. Some of the types of hazardous wastes present designated by their labels were: poisons, corrosives, oxidizers, and flammables. The waste containers were not completely sealed and thus leaking; also the containers were improperly labelled. Upon further inspection, Building #10 was found to have insufficient spill containment in the storage area.

3. On March 17, 1987 personnel from this Division returned to the Allendale Mill Complex and obtained six samples of the wastes abandoned at the site.

4. Samples collected during this inspection were delivered to a laboratory for analysis (see attached Certificate of Analysis). The results of the analysis indicate that some of the material abandoned at the site are hazardous wastes.

5. On 12 May 1987 Milestone Properties Corporation moved the materials from Building #10 to a secure trailer on the site, and subsequently dismantled the building.

The above facts constitute a violation of the Rhode Island Rules and Regulations for Hazardous Waste Generation, Transportation, Treatment, Storage, and Disposal, specifically, Rules 5.02, Storage; 5.04, Labelling; and 7.01A, Permits and Approvals.

The Respondents are hereby ORDERED to:

A. IMMEDIATELY close all waste containers and prevent further leakage.

B. Investigate all wastes for potential hazard by 23 February 1988.

C. Label all hazardous waste containers appropriately by 7 March 1988.

D. Remove and properly dispose of all wastes and spillage debris at the site by 14 March 1988. All hazardous wastes and spillage debris must be manifested appropriately. A temporary EPA identification number must be obtained prior to shipment of the hazardous wastes. This number is available from the Division.

E. Submit compliance certifications for all of the above requirements to the Department, subject to the penalties under R.I.G.L. 23-19.1-18(h), within ten (10) days of compliance.

F. Notify this Division 2 days prior to sampling and removal of waste from the site.

G. Based on the severity of the violation, Mr. Francis and Mr. DiOrio and Bristol Craft Inc. are to remit to the Department by 7 March 1988 an administrative penalty in the amount of fifteen thousand eight hundred dollars ($15,800) payable by certified check to the order of the General Treasurer, State of Rhode Island who shall deposit said monies in the Environmental Response Fund, established pursuant to R.I.G.L. 23-19.1-23. This administrative penalty was calculated in accordance with the Department's Rules and Regulations for Assessment of Administrative Penalties, and the amount sought for each violation is set forth in the attached Penalty Amount Rationale Memo.

Pursuant to Section 42-17.1-2(u), 42-17.6, and Chapter 42-35 of the General Laws of Rhode Island, 1956, (1977 Reenactment), as amended, the Company is entitled to request a hearing before the Director or his designee within ten (10) days of receipt of this Notice of Violation and Order and Penalty to show cause why this finding of violation should not stand and why this Order and Penalty should not be enforced. Any request for a hearing

should, as required by R.I.G.L. 42-17.6-4, indicate whether the Company denies the alleged violations, and whether the Company intends to assert that the administrative penalty is excessive. If the Company fails to request a hearing within the aforesaid period of time, it is hereby notified that this Notice will automatically become a compliance order, and the administrative penalty shall be final.

Failure or inability to comply with this Order and Penalty will result in the Director petitioning the Superior Court to prevent any further storage of hazardous waste by the Company and/or to impose the civil and/or criminal penalties specified in R.I.G.L. Sections 23-19.1-17 and 23-19.1-18 of the aforesaid Hazardous Waste Management Act. Criminal penalties specify a maximum fine of $10,000 per day and/or five (5) years imprisonment.

29 January 1988
Date

Thomas D. Getz, Chief
Division of Air and Hazardous Materials

mstn-nov/CP:6

EDWARDS & ANGELL

at Law

2700 Hospital Trust Tower
Providence, Rhode Island 02903
401 274-9200
Telex 952001 "E A PVD"
Telecopier 401 276-6611

April 8, 1988

Kendra L. Beaver, Esq.
Legal Counsel
Department of Environmental Management
9 Hayes Street
Providence, Rhode Island 02903

Re: Allendale Mill Associates
Limited Partnership/Department of
Environmental Notice of Violation
and Order dated January 29, 1988

Dear Ms. Beaver:

In reference to the above-captioned matter and pursuant to our discussion at your office on March 25, 1988, please be advised that Allendale Mill Associates Limited Partnership ("Allendale") shall remove and properly dispose of the wastes and spillage debris located at the site of the former Allendale Mill which is identified in the notice of violation dated January 29, 1988 as soon as reasonably possible. Prior to such removal, Allendale will notify the division of air and hazardous materials to obtain a temporary EPA identification.

Please be further advised that the removal of such wastes from the property shall in no way be construed of an admission of responsibility on Allendale's part or in any way affect our rights to seek contribution or indemnification from potentially responsible parties.

If the foregoing is acceptable to you and your department, please acknowledge the attached copy of this letter and return to me.

Very truly yours,

John J. Garrahy

cc: Louis Shuman
John Deacon, Esq.
Terrence Finn, Esq.

Accepted:
Department of Environmental Management

By: Kendra L. Beaver
Kendra L. Beaver

430 Park Avenue
New York, New York 10022
212 308-4411
Telecopier 212 308-4844
TWX 9102501528 E&A NYK

250 Royal Palm Way
P.O. Box 2621
Palm Beach, Florida 33480
305 833-7700
Telecopier 305 655-8719
Telex 3728004 EDWANGELL PBH

265 Franklin Street
Boston, Massachusetts 02110
617 439-4444
Telecopier 617 439-4170 or
617 439-7748

130 Bellevue Avenue
Newport, Rhode Island 02840
401 849-7800

E&A

State of Rhode Island and Providence Plantations

6 February 1987

Department of Health
CANNON BUILDING
Davis Street
Providence, R.I. 02908

FEB 10 1987

Ms. Carla DeStefano
Miles Properties
189 Governor Street
Providence, RI 02906

Plan No.: 987027

Dear Ms. DeStefano:

This is in reference to the Asbestos Abatement Plan and the Consultant Review Form which was submitted for:

Allendale Mill
North Providence, RI.

The referenced Asbestos Abatement Plan and the "Consultant Review of Asbestos Abatement Plan" form, signed by Robert Weisberg, are hereby approved as conforming to Part C of the Rhode Island Rules and Regulations for Asbestos Control with the exception of the items noted below.

The following items were not provided in the original plan and must be approved by this Agency before the start of any abatement work.

✓ 1. The name and license # of an asbestos abatement contractor approved by this Agency.
✓ 2. The name of the person who will monitor compliance with the approved plan.
✓ 3. An approved asbestos disposal site.
____ 4. The results of pre-abatement air sampling.
____ 5. A narrative description of each area where asbestos will be abated.
____ 6. A detailed drawing (blueprint) of the area which indicated the location of the three-chambered decontamination unit.
____ 7. The results of the bulk sampling for the areas to be abated.
____ 8. A description of an appropriate abatement method for type(s) and location(s) of asbestos not addresed in the above mentioned plan.

The approval has not considered whether this plan of abatement is necessarily the most economical mode to address any hazard from asbestos which might exist.

Please note that a licensed Asbestos Contractor shall notify the Agency in writing at least ten (10) working days before any on-site work at a planned asbestos abatement project.

The enclosed "Confirmation of Receipt of Asbestos for Disposal" form must be forwarded to this Agency within ten (10) days of shipment of the asbestos containing waste. The request for waiver of clearance air sampling has been approved.

A certified competent person must be selected to monitor compliance with the above referenced Asbestos Abatement Plan. This individual must ensure that the licensed Asbestos Contractor performing the asbestos abatement project complies with all applicable requirements of the abatement plan, the Rhode Island Rules and Regulations for Asbestos Control and the Asbestos Abatement Act. Any further changes or modifications to any portion of the above referenced Asbestos Abatement Plan must be resubmitted to this Agency for approval. These changes or modifications may NOT be implemented without prior written approval from this Agency.

If you have any further questions concerning the above referenced Asbestos Abatement Plan, please contact this Office at (401) 277-3601.

Sincerely,

James E. Hickey, Chief
Division of Occupational Health
and Radiation Control

uk
enclosure

JAN 9 1987

RHODE ISLAND DEPARTMENT OF HEALTH
CONSULTANT REVIEW OF ASBESTOS ABATEMENT PLAN

Facility: Allendale Mill
Address: _____ Amendment/Phase No: _____
City/Town: North Providence State: RI ZIP: _____
Abatement Plan written by: R. Weisberg
Certification No: AAC 003

Is this plan being submitted in response to a Notice of Violation and/or a Notice of Requirement to Submit an Asbestos Abatement Plan? [ ] yes [X] no

Type of Asbestos Abatement: [X] Removal; [ ] Enclosure; [ ] Encapsulation; [X] Demolition; [ ] Other(Specify) _____

Contractor: _____ License No: LAC
Estimated Starting Date: ASAP

Pre-Abatement Sampling Information

Bulk Samples collected by: R. Weisberg
Certification No: AAC 003

Bulk Samples analyzed by: E Gleber / Analytical Testing
Certification No: AAL 001

Air Samples collected by: R. Weisberg
Certification No: AAC 003

Air Samples analyzed by: R. Weisberg / Analytical Testing
Certification No: AAL 001

In-Process Compliance Monitoring

To be conducted by: John D. Stefano
Certification No: AAC _____ and/or ACP _____

Clearance Air Sampling Information

Air Samples to be collected by: R. Weisberg
Certification No: AAC 003

Air Samples to be analyzed by: R. Weisberg / Analytical Testing
Certification No: AAL 001

CERTIFICATION

I certify that: I have made a comprehensive review of the above referenced Asbestos Abatement Plan; the plan meets all the requirements of Part C of the Rhode Island Rules and Regulations for Asbestos Control (most current edition); and the plan is in compliance with all applicable Rhode Island and federal asbestos abatement regulations in effect as of this date, except where specific exemptions or waivers apply. In which case, these specific exemptions or waivers are detailed on a separate attachment.

Reviewed by: _____ Certification No.: AAC 003
(Signature of Consultant) Date:

FORM ASB-14 (10/86) THE REFERENCED ASBESTOS ABATEMENT PLAN MUST ACCOMPANY THIS FORM

Telephone (401) 723-7978

ANALYTICAL TESTING SERVICES INC.

Analysis · Consulting · Testing

180 Weeden Street · Pawtucket, RI 02860-1804

CERTIFICATE OF ANALYSIS

Sample number: 863401520 Date received: 6 December 1986

Received by: R. Weisberg Received from: Milestone Properties

Sample description: bulk samples collected by R. Weisberg (AAC-003) and Tyrone Gingrich witnessed by Dan Elder at Allendale Mill Complex in North Providence.

RESULTS:

Sample	Amosite Asbestos	Chrysotile Asbestos	Cellulose	Fibrous Glass	Other Fibers	Non-fibrous Material
1	ND	55-60%	20-25%	5-10%	ND	5-15%
2	50-55%	5-40%	ND	ND	ND	5-10%
3	ND	ND	ND	ND	5-10%	90-95%
6	ND	40-45%	ND	15-20%	ND	35-45%
7	80-85%	1-5%	ND	ND	ND	10-15%
8	ND	ND	99-100%	ND	ND	Trace
9	ND	ND	99-100%	ND	ND	Trace
10	ND	1-5%	85-90%	ND	ND	10-15%
11	ND	5-10%	80-85%	ND	ND	5-10%
12	ND	ND	2-5%	ND	ND	95-98%
13	ND	45-50%	ND	ND	ND	50-55%

Comments:

Samples prepared and analyzed by E. Gleber using Bausch & Lomb polarizing light microscope with dispersion staining in accordance with Interim Method for the Determination of Asbestos in Bulk Insulation Samples, EPA-600/M4-82-050. AAL-001C3. Other fiber is hair.

1-fourth floor D south; 2-fourth floor D west; 3 -fifth floor D plaster; 6-Boiler covering; 7-first floor D elbow; 8-second floor D ceiling tile; 9-first floor AB water pipe; 10-first floor AB at rest rooms; 11-first floor AB in rest room; 12-green shingle from roof; 13- transite board.

Approved by:

8 December 1986

Robert F. Weisberg, Ph.D., CIH

Telephone (401) 723-7978

ANALYTICAL TESTING SERVICES INC.

Analysis · Consulting · Testing

180 Weeden Street · Pawtucket, RI 02860-1804

CERTIFICATE OF ANALYSIS

Sample number: 863401520 Date received: 6 December 1986

Received by: R. Weisberg Received from: Milestone Properties

Sample description: air samples collected by R. Weisberg (AAC-003) and Tyrone Gingrich witnessed by Dan Elder at Allendale Mill Complex in North Providence.

RESULTS:

	4	5
Flow Rate (L/min)	12.3	12.1
Total time (min)	60	60
Total volume (L)	738	726
Fibers/fields counted	7.5/100	2/100
Fibers/cc air	<0.01	<0.01

Comments:

Samples prepared and analyzed by R. Weisberg in accordance with method 7400B, NIOSH Manual of Analytical Methods, third edition revised 1985 using Bausch & Lomb phase contrast microscope. (AAL-001C3).

Based on these results, the areas meet the indoor non-occupational exposure standard.

4-first floor D; 5-first floor AB

Approved by:

8 December 1986

Robert F. Weisberg, Ph.D., CIH

The Allendale Mill
North Providence, Rhode Island
494 Woonasquatucket Avenue

D. E. M. Review

December , 1986



Architecture · Planning · Interior Design
107 South Street · Boston, MA 02111 · (617) 451-1230

THE ALLENDALE MILL
North Providence, Rhode Island

DEM APPLICATION FILE

Issued December 19, 1986

OWNER: Milestone Properties Corp.
257 Newbury Street
Boston MA
617-536-8630

ARCHITECT: ARCHETYPE
107 South Street
Boston MA 02111
617-451-1230

LANDSCAPE ARCHITECT: Gates, Leighton & Associates, Inc.
1540 Pawtucket Avenue
E. Providence, Rhode Island 02916
401-438-2071

STRUCTURAL ENGINEER: Aberjona Engineering Inc.
One Mount Vernon Street
P. O. Box 215
Winchester, MA 01890
617-729-6188

CIVIL ENGINEER:
ELECTRICAL ENGINEER: SEA Consultants Inc.
485 Massachusetts Avenue
Cambridge, MA 02139
617-497-7800

MECHANICAL ENGINEER: Panitsas Associates Inc.
122 South Street
Boston MA 02111
617-542-6692

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S-1	Compiled Plan of Land	1"=100'-0"	24x36
S-2	Surveyer Site Plan	1"=30'-0"	24x36
LA-1	Landscape Site Plan	1"=30'-0"	24x36
LA-2	River Bank Revitalization	As Noted	24x36
SU-1	Site Utility Plan	1"=30'-0"	24x36
SU-2	Site Utility Details	As Noted	24x36

A. DEM APPLICATION
APPLICATION

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF WATER RESOURCES -- FRESH WATER WETLANDS SECTION
83 PARK STREET
PROVIDENCE, RHODE ISLAND 02903

OFFICE USE ONLY
Application No. _____

FRESH WATER WETLANDS APPLICABILITY DETERMINATION

APPLICANT

APPLICANT NAME Barry Libert
DOING BUSINESS AS Milestone Properties Corporation
MAILING ADDRESS 257 Newbury Street
CITY/TOWN Boston STATE MA ZIP CODE 02116
PHONE NUMBER (617) 536 8630
Area Code Number

REQUEST FOR (Please Check)
- [ ] Wetland Determination ONLY
- [ ] Wetland Alteration NO CONSTRUCTION
- [x] Wetland Alteration CONSTRUCTION PROPOS

OWNER

OWNER'S NAME Moritz Bergmyer
DOING BUSINESS AS Bergmyer Development
ADDRESS South Street
CITY/TOWN Boston, STATE MA ZIP CODE 02110

Signature of Owner (Signature not necessary if signed letter of authorization has been provided) _____ Date 12/16/86

SITE LOCATION

CITY/TOWN OF LOCATION North Providence
LOCATION OF SITE TO BE INSPECTED Allendale and Woonasquatucket Avenue
Allendale Mill
TAX ASSESSOR'S PLAT AND LOT NO(S). Plat12 lot 560
STREET ABUTTING SITE Woonasquatucket and Allendale Avenue
DIRECTION TO SITE FROM ABUTTING STREET (Please Check) ___East x West ___North ___South
NEAREST STREET INTERSECTION AND DIRECTION FROM SITE
Route 44 at Centerdale- Travel South on Woonasquatucket from Rte 44
NEAREST UTILITY POLE NUMBER 121 HAS THE SITE BEEN FLAGGED (Yes or No) N

BRIEF DESCRIPTION AND PURPOSE OF PROJECT

Conversion and renovation of Allendale Mill into residential condominiums (79 units) New construction of 51 units- 3 story structures around the Mill Building Including improvements to raceway gate;walls and river bank as indicated is landscape architect narrative

ANY PREVIOUS APPL. FOR THIS SITE
IF YES PROVIDE APPLICATION No. x _____

I hereby certify under penality of law that I have personally examined and am familiar with the information submitted herein and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information under the authority of Section 2-1-20.1 of the General Laws of 1956.

_____ 12-16-86
Applicant Signature Date

REV 9/1

LANDSCAPE ARCHITECT NARRATIVE

GATES, LEIGHTON & ASSOCIATES, INCORPORATED
PLANNING · LANDSCAPE ARCHITECTURE · PARKS · PUBLIC SPACES

SUMMARY REPORT

A Statement of Intentions of the Landscape Architect.

As Landscape Architects we've been charged with the task of finding site design solutions that would not have significant negative impact on the wetlands or buffer zone at Allendale Mill. Our method has been to identify any sensitive areas on the site and treat them accordingly.

In light of the predominately poor quality environment in existance at Allendale Mill, we are also responsible for suggesting improvements that would enhance the natural site conditions.

Our plans and specifications indicate rigid protection of the riverbank, and associated trees. Drainage patterns will predominately be unchanged, allowing for sheeting of run-off water, dispersing it over a wide area. Stone walls will be repaired ending soil erosion into the raceway. New plantings along the riverbank areas will provide wildlife cover, as well as soil stabilization.

In conclusion, our plans concentrate on soil stabilization at the riverbank, indicate conditions that enhance water quality by controlling sedimentation, providing wildlife habitat, and improving aesthetics.

Respectfully submitted,

GATES, LEIGHTON & ASSOCIATES, INC.

Michael J. Weremay
Landscape Architect

1540 PAWTUCKET AVENUE · EAST PROVIDENCE · RHODE ISLAND · 02916 · 401-438-2071

SITE ENGINEER NARRATIVE

S E A Consultants Inc.

ALLENDALE MILL
FLOOD PLAIN & WETLANDS
NARRATIVE STATEMENT

I. Floodplain

A. The first step in establishing the floodplain location in the vicinity of the project area was to consult the 400 scale F.E.M.A. mapping. These maps indicate that much of the project area is within the 100-year floodplain. Because of the wide variation in floodplain elevation in the vicinity of the site, due to the dam on the Woonasquatucket River, flood profiles for the river (attached) were consulted for more detailed definition. The flood profiles which provide a greater degree of accuracy than the generalized F.E.M.A. mapping, were prepared by the Department of Housing and Urban Development, Federal Insurance Administration. The profiles indicate that with the exception of one small area the 100-year floodplain elevation is below the top of the river bank along the site.

B. Development of site as proposed will require that fill and structures be placed within the limits of the flood plain, to a small degree. The lowest floor elevation will be above the 100-year flood plain elevation. The flood storage volume to be displaced is estimated at 95 cubic yards (see attached calculations). Compensatory storage, with a volume of 95 cubic yards, will be provided in the proposed adjacent parking area.

II. Stormwater Management

A. Introduction

The intent of the stormwater management system is two-fold: (1) to prevent the future runoff volume during a ten-year storm from exceeding the existing volume; and (2) to prevent any increase in pollutant (grease, oil, etc.) runoff to the groundwater or surface water. The water quality classification of the Woonaquatucket River is class "C".

The 4.69 acre site consists of two physical areas which contribute stormwater runoff to the Woonasquatucket River. One area is essentially an island located between the river and a hydropower diversion channel (or raceway), which receives flows from the pond upstream of the site and discharges to the river downstream of the site. The other area is the land portion of the site, which consists of 2.48 acres. The island portion consists of 2.21 acres.

S E A Consultants Inc.

B. Stormwater Management Criteria

The stormwater runoff analysis was performed for the 10 year storm occurrence, in accordance with the DEM rules and regulations. The 10 year storm was analyzed to design the on-site stormwater management system. The site is located in the lower third of the Woonasquatucket River watershed. This location shows that for overall 100 year flood plain management it is best to not detain the stormwater runoff hydrograph from the site. Detention of the hydrograph would allow for peak discharges from the upper watershed areas to more closely coincide in time with site peak discharges, resulting in higher peak discharges in the river adjacent to and downstream of the site than presently occur.

The main function of the on-site stormwater management system will be to not increase the total volume of stormwater runoff from the 10 year storm. An increase in run off could contribute to flooding problems in the area.

C. Stormwater Runoff Modelling

The stormwater runoff from the site was modeled using the Computer Program for Project Formulation Hydrology (TR-20) developed by the Soil Conservation Service. Analyses were done for the 10 year occurrence for both existing and proposed site conditions (see attached). The storm used was a Type 2 distribution of 24 hour duration with 4.8 total inches of rainfall. The results of these analyses are as follows:

	Peak Discharge (CFS)			Total Runoff Volume (AF)		
Storm	Island	Land	Total Site	Island	Land	Total Site
Existing Conditions:						
10 yr.	3.07	12.14	14.05	0.27	0.78	1.04
Proposed Conditions:						
10 yr.	5.51	11.83	17.23	0.36	0.78	1.14

The following stormwater velocities are projected for existing and proposed conditions:

Existing Conditions:

	(tc) Time of Conc (hr)	Length (ft)	Velocity (fps)
Island	0.36	300	0.23
Mainland	0.13	595	1.27

Proposed Conditions:

	(tc) Time of Conc (hr)	Length (ft)	Velocity (fps)
Island	0.18	320	0.49
Mainland	0.15	600	1.11

D. Recommendations

The results of these analyses indicates that an increase of total stormwater runoff of 0.10 AF (32,600 gallons) should be expected under the 10 year storm occurrence. This volume must be removed from the total runoff quantity. The most cost-effective solution to this excess volume removal is the use of on-site leaching chambers. Catch basins, constructed with devices to prevent the discharge of gas, oil, and other floatables, will be used to pretreat the wastewater before being discharged to the leaching chambers.

Test pits and borings performed at the site indicate that portions of both the island and land sections of the site have been filled. The fill is variable in consistency and unpredictable for the infiltration of surface waters. The land portion of the site is underlain primarily by well graded sands and gravels containing numerous cobbles and boulders. Percolation tests performed throughout the site show percolation rates to be on the order of five minutes per inch in the natural soil. The groundwater levels range from four and one-half to eight feet below grade across the lower portion of the site (see attached boring logs). The depth to groundwater generally increases toward the dam, and toward Woonasquatucket Avenue. The percolation rate for the natural soil across the site yields a permissible application rate of approximately 180 gallons per day per square foot of leaching area.

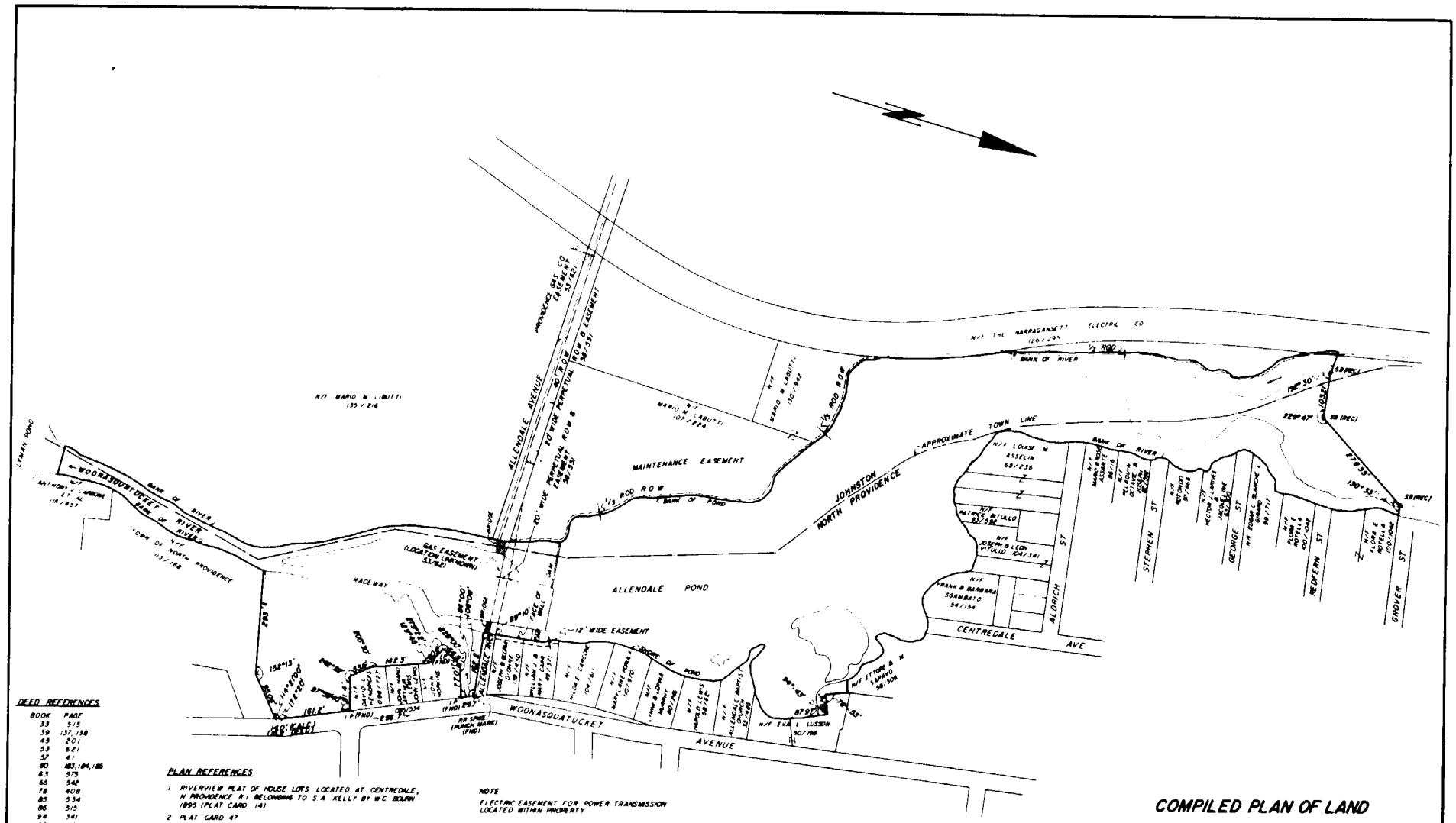
Review of the runoff hydrograph from the land portion shows runoff flows in excess of 0.15 cfs (which is a minimal base flow) are to be expected between real storm time hours of 6.4 and 24.0 hours. This 17.6 hour period will be used to leach the 32,600 gallons of excess stormwater into the subsurface soils, therefore a removal rate of 0.07 cfs is needed across this period. A 4-foot by 8-foot precast leaching chamber provides 32 square feet of bottom, and 23 square feet of sidewall leaching area. Each leaching chamber will yield a leaching rate of 9,900 gpd (0.015 cfs). This results in five leaching chambers being required for on-site disposal of the increase in runoff created by the development of the property. These chambers will be located to be exposed to adequate runoff volumes to provide their intended stormwater volume removal. Local site grading and/or slight berms will be utilized to assure that these leaching chambers are innundated during the stormwater

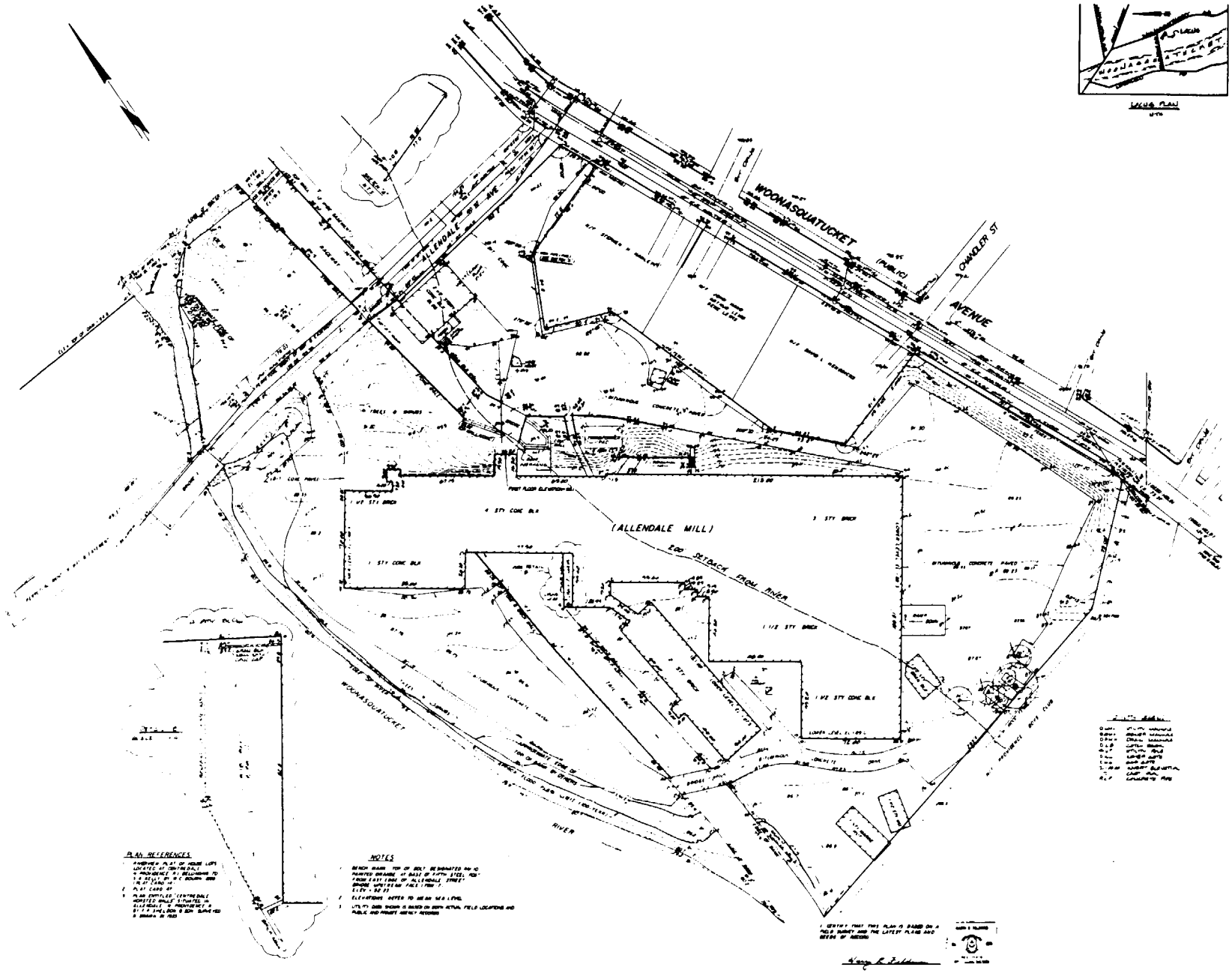
runoff period. A summary of the leaching system calculations is attached.

E. System Maintenance

The catch basins, which will have oil/water separators, should be checked for proper operation and should have any sediment removed on a yearly basis.

REDUCED PLANS


ALLENDALE AVENUE
PROVIDENCE GAS CO
50' WIDE PERPETUAL ROW & EASEMENT
50/351
66' ROD ROW
MAINTENANCE EASEMENT
N/F NARRAGANSETT ELECTRIC CO
BANK OF RIVER
APPROXIMATE TOWN LINE
JOHNSTON
NORTH PROVIDENCE
WOONASQUATUCKET RIVER
GAS EASEMENT (LOCATION UNKNOWN) 53/521
ALLENDALE POND
12' WIDE EASEMENT
HAGLE WAY
CENTREDALE AVE
WOONASQUATUCKET AVENUE
ALDRICH ST
STEPHEN ST
GEORGE ST
REFERN ST
GROVER ST
N/F WARIO M LABUTTI 135/216
N/F WARIO M LABUTTI 107/224
N/F WARIO M LABUTTI 130/142
N/F ANTHONY L LABRUN 118/437
TOWN OF NORTH PROVIDENCE 113/168
N/F LORNE M ASSELIN 63/236
N/F JOSEPH B LEON (VITALO) 104/341
N/F FRANK B BARBARA SCIAMBATO 34/154
N/F ETTORE & SARAYO SCIAMBATO 38/108
N/F EVA L LUSSIER 90/198
N/F FLORA E ROTELLA 100/104
N/F FLORA E ROTELLA 100/106
N/F TOSCA L BIANCHI 99/111
N/F HECTOR J LAPREE 100/186
N/F RICHARD 99/188
N/F MARIE ROSE ASSELIN 81/16
N/F PLANTE OCTAVE & 87/236
S 89°10' E 1174.20'
S 89°10' E 1174.20'
230.1'
S 89°10' E 1174.20'
152°15'
S 89°10' E 1174.20'
S 89°10' E 1174.20'
S 89°10' E 1174.20



Abenaki Engineering Inc.

SEA Consultants Inc.

Parkhiser Associates Inc.

Gates, Leighton & Associates, Inc.

The Allendale Mill

Milestone Properties Corp.

ARCHETYPE

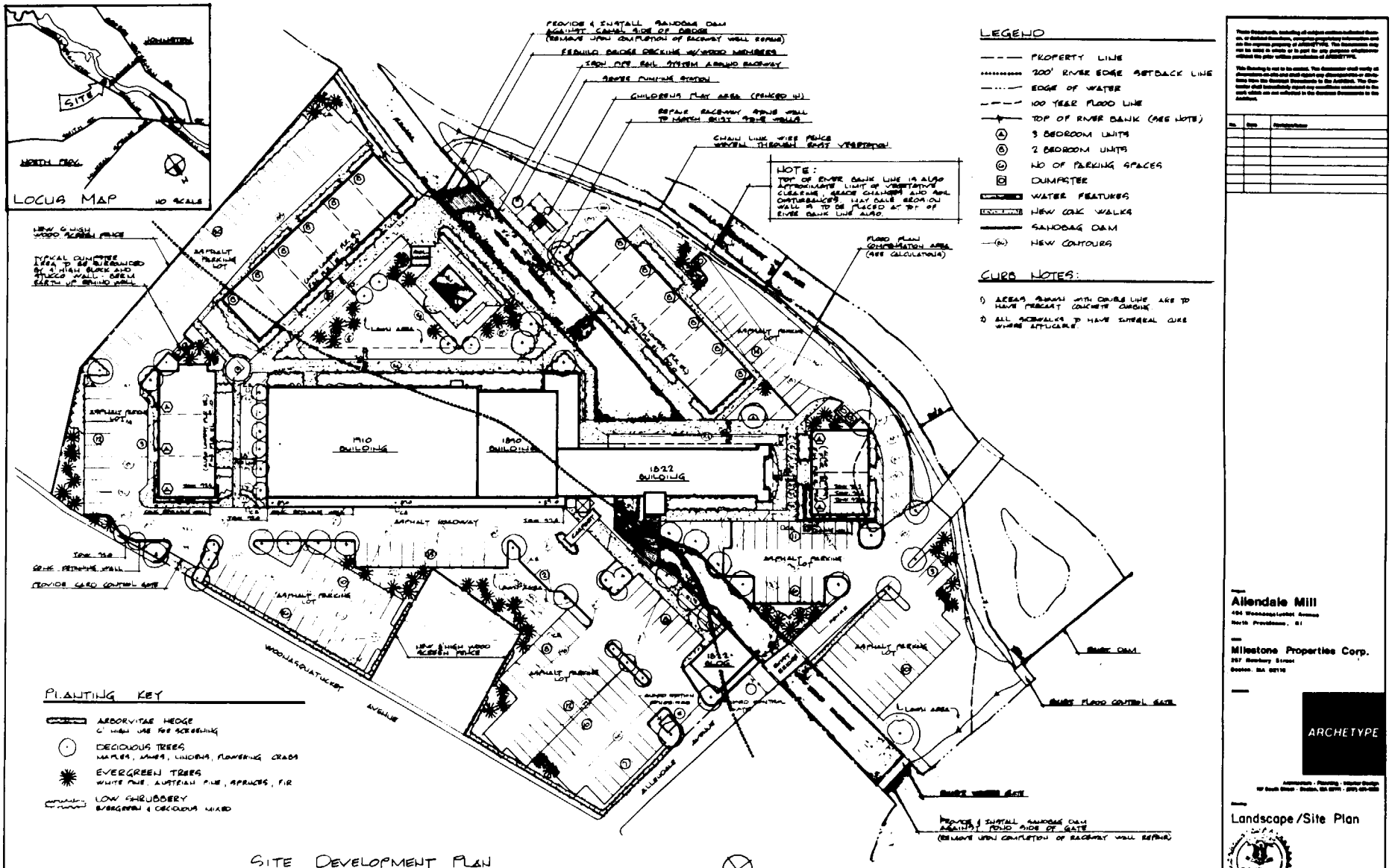
Site Survey Plan

12-19-86

1523

1"=30'-0"

S-2



SITE DEVELOPMENT PLAN

GRAPHIC SCALE

PROPERTY LINE AND TOPOGRAPHIC SURVEY TAKEN FROM PLAN BY HARRY E. FELDMAN, INC DATED JULY '90 REV AND REVISED OCTOBER '92 MBC

TOTAL NUMBER OF PARKING SPACES EQUALS 183

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No.	Date	Description

Allendale Mill
494 Woonasquatucket Avenue
North Providence, RI

Milestone Properties Corp.
257 Dimbury Street
Boston, MA 02110

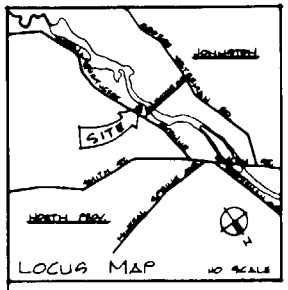
ARCHETYPE
Architecture · Planning · Interior Design
99 South Street · Boston, MA 02111 · (617) 426-1606

Landscape/Site Plan

Date: 12-18-92
Project No: 1823
Scale: 1"=30'-0"
Drawn By: DPC
Checked By: MJW
Revision:

LA-1

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LOCUS MAP NO SCALE

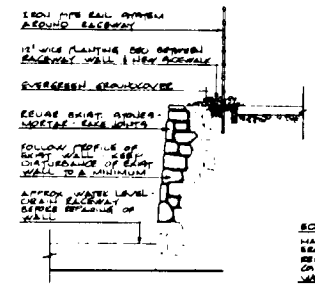
LEGEND

- EDGE OF WATER
- 100 YEAR FLOOD LINE
- TOP OF RIVER BANK (SEE NOTE)
- WATER FEATURES
- EXIST CONTOURS
- NEW CONTOURS

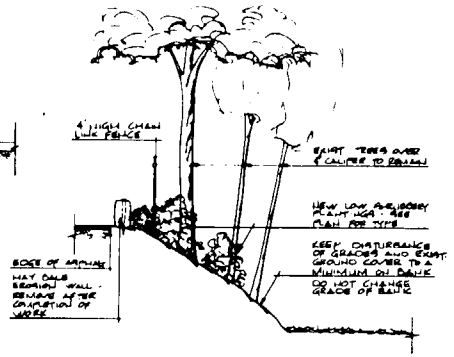
NOTE:
TOP OF RIVER BANK LINE IS ALSO APPROXIMATE LIMIT OF VEGETATIVE CLEARING. GRADE CHANGES AND SOIL DISTURBANCES. HAY BALE EROSION WALL IS TO BE PLACED AT TOP OF RIVER BANK LINE ALSO

NOTE:
CONTRACTOR TO PROVIDE ALL PLANT MATERIAL INDICATED IN THE PLANTING SCHEDULE. PLANT MATERIAL TO BE INSTALLED ONLY ON RIVER BANK AREAS AS DIRECTED BY LND ARCH

NOTE:
ALL SPECIFIED NEW PLANT MATERIAL TO BE PLACED AMONG EXIST VEGETATION. CONTRACTOR TO MAKE EVERY REASONABLE EFFORT TO PROTECT ALL EXIST ROOTS AND STEMS. CONTRACTOR'S WORK TO CAUSE MINIMAL DISTURBANCE TO THE SOIL SURFACE

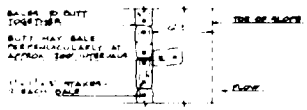


RACEWAY WALL SECTION
NOT TO SCALE



RIVER BANK SECTION
NOT TO SCALE

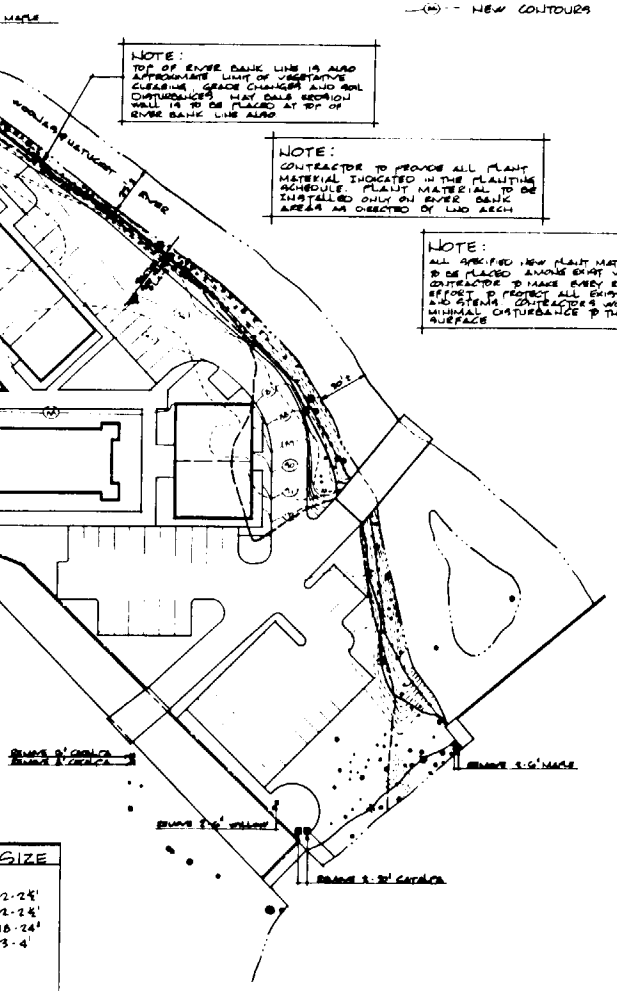




HAY BALE EROSION WALL DETAIL
NOT TO SCALE

PLANTING SCHEDULE

QTY	NAME	SIZE
40	CORNUS STOLONIFERA BAILEYI - RED OSIER DOGWOOD	
50	FORSYTHIA ARNOLD'S DWARF - ARNOLD'S DWARF FORSYTHIA	2-2½'
20	KALMIA LATIFOLIA - MOUNTAIN LAUREL	2-2½'
40	ILEX GLABRA COMPACTA - COMPACT INKBERRY	18-24"
20	VIBURNUM DENTATUM - ARROWWOOD VIBURNUM	3-4'



RIVER BANK REVITALIZATION PLAN

GRAPHIC SCALE
0 15 30 60 90

Allendale Mill
494 Woonasquatucket Avenue
North Providence, RI

Milestone Properties Corp.
757 Newbury Street
Boston, MA 02116

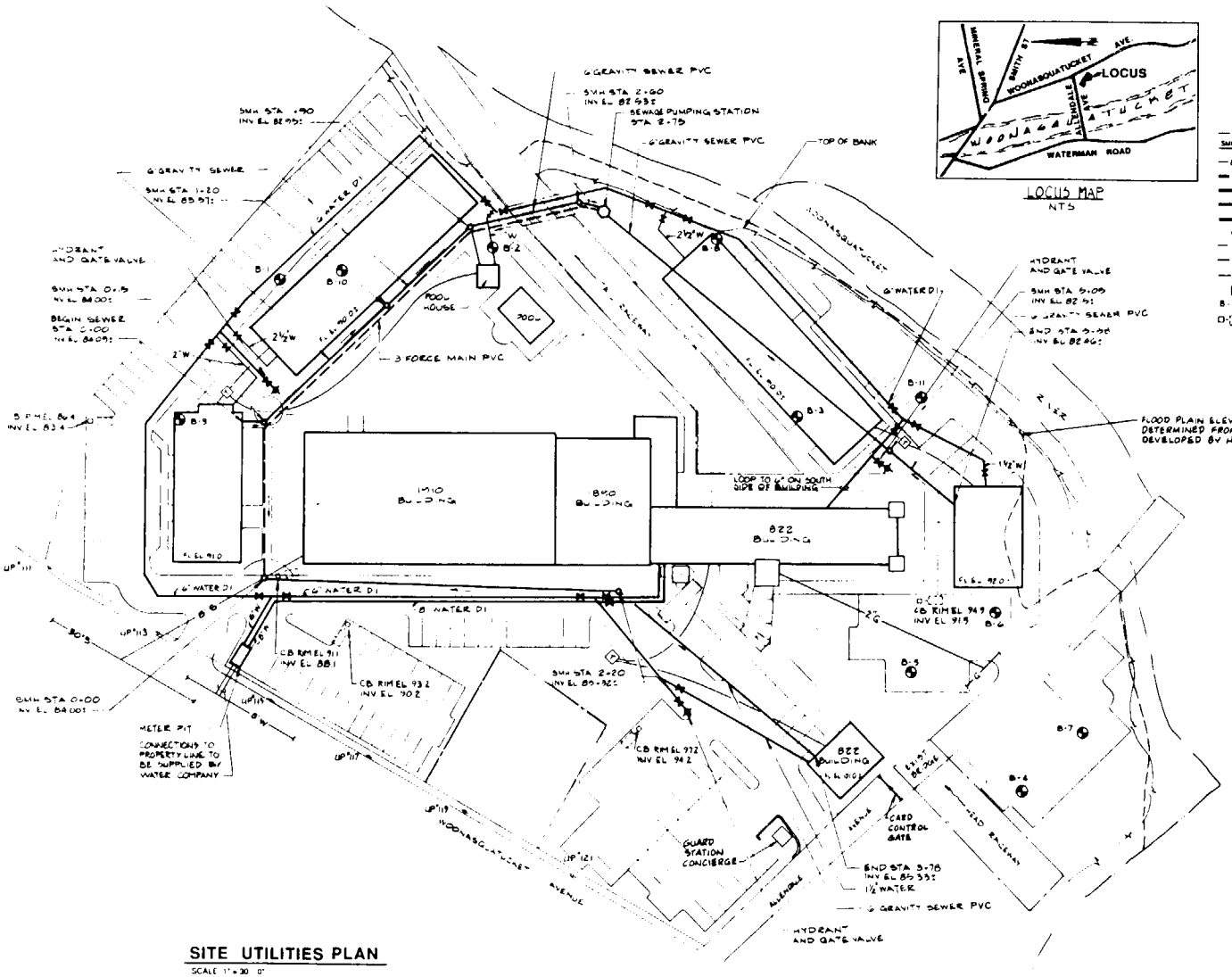
ARCHETYPE
Architecture · Planning · Interior Design
100 South Station · Boston, MA 02110 · (617) 451-1155

River Bank Revitalization

Date 12/19/86
Project No. 1525
Scale 1" = 30'-0"
Drawn By DPA
Checked By MJW
Revised

LA-2

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SITE UTILITIES PLAN

SCALE 1" = 30' 0"

LOCUS MAP
NTS

LEGEND

- 8"S — EXISTING SEWER
- 5MH — EXISTING SEWER MANHOLE
- 8"W — EXISTING WATER MAIN
- PROPOSED FORCE MAIN SEWER
- PROPOSED GRAVITY SEWER
- PROPOSED WATER MAIN
- PROPOSED SEWER MANHOLE
- PROPOSED PUMP STATION
- EDGE OF WATER
- 100 YEAR FLOOD LINE
- G — EXISTING GAS
- T — TRANSFORMER
- B-5 — BORING
- CATCHBASIN W/ FLOW DIFFUSOR

NOTES

1. LOCATION OF EXISTING 8" SEWER CONNECTION IS APPROXIMATE BASED ON VERBAL DESCRIPTION PROVIDED
2. FIRE HYDRANT LOCATIONS TO BE REVIEWED BY THE LOCAL FIRE CHIEF
3. THE METER PIT WILL CONTAIN A WATER METER AND BY-PASS FOR THE 6" DOMESTIC WATER AND APPROPRIATE VALVE PLACEMENT FOR A REDUCED PRESSURE BLACKFLOW PREVENTER ON THE 8" FIRE PROTECTION LINE.

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No.	Date	Revisions/Issue

Allendale Mill
484 Woonasquatucket Avenue
North Providence, RI
Plat No. 12 Lot No. 800

Milestone Properties Corp.
367 Newbury Street
Boston, MA 02116

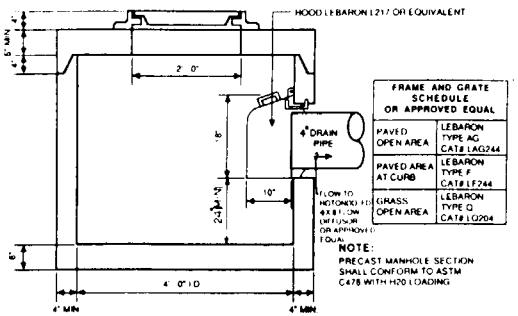
ARCHETYPE
Architecture · Planning · Interior Design
147 South Street Boston, MA 02111 (617) 451-1330

Site Utilities

SEA Consultants Inc.
Engineers/Architects

Date 12-19-86
Project No. 426-8612
Scale 1" = 30'
Drawn By SDP
Checked By
Number SU 1

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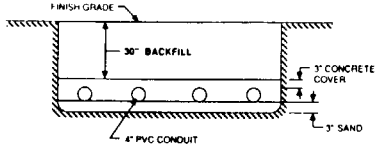


FRAME AND GRATE SCHEDULE OR APPROVED EQUAL	
PAVED OPEN AREA	LEBARON TYPE AG CAT# LAG244
PAVED AREA AT CURB	LEBARON TYPE F CAT# LF244
GRASS OPEN AREA	LEBARON TYPE Q CAT# LQ204

NOTE:
PRECAST MANHOLE SECTION SHALL CONFORM TO ASTM C478 WITH H20 LOADING

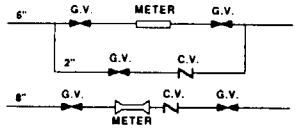
TYPICAL PRECAST CONCRETE CATCH BASIN

NTS

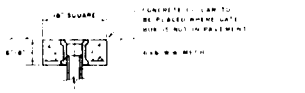


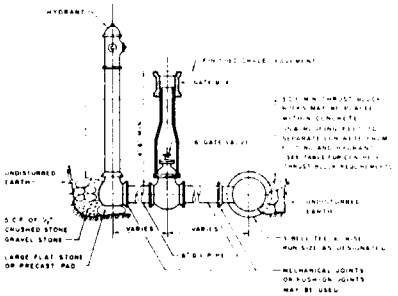
ELECTRICAL CONDUIT ENCASEMENT DETAIL

NTS



WATER METER PIT SCHEMATIC

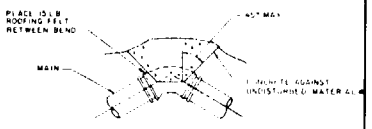




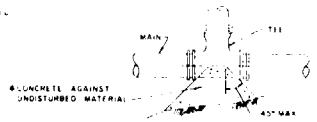
HYDRANT SETTING DETAIL

NTS

*Hydrant to be located a minimum of four feet from edge of street curbing. If no curbing, hydrant to be protected by highway guard posts placed 4 feet on either side of hydrant. Posts to conform to Section 601 of the Standard Specifications for Highways and Bridges.



TYPICAL BEND



TYPICAL TEE

THRUST BLOCK DETAILS

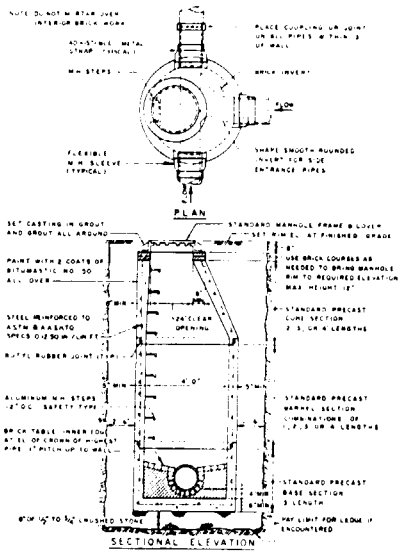
THRUST BLOCK BEARING AREAS FOR PIPE
TABLE OF BEARING AREAS IN SQ. FT. AGAINST UNDISTURBED MATERIAL FOR PIPE FITTINGS*

SIZE OF MAIN, (IN.)	90° BEND	45° BEND
6	4	2
8	6	3

*THIS TABLE IS BASED ON A TYPE OF SOIL THAT IS MEDIUM CLAYEY & OF LIKE BLOWS/FOOT, OR LOOSE GRANULAR, 9 OR MORE BLOWS/FOOT. SOIL CONDITIONS OTHER THAN THOSE GIVEN WILL REQUIRE LARGER BEARING AREAS.

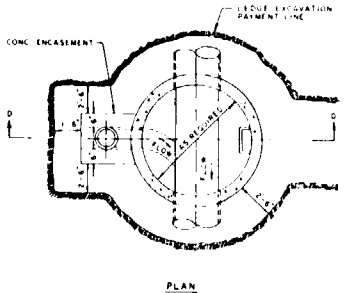
NOTES

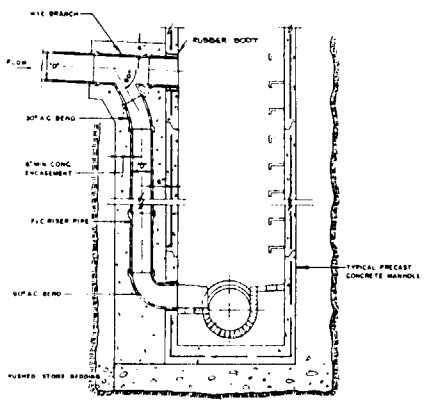
1. FOR [illegible] WITH LESS THAN 45° DEFLECTION USE BEARING AREAS FOR 45° BEND.
2. BEARING AREAS ARE BASED ON HORIZONTAL PASSIVE SOIL PRESSURE OF 2000 P.S.F. ON UNDISTURBED MATERIAL WITH VOLUME OF 150 P.S.I.G. JOINTS SHALL NOT BE ENCASED IN CONCRETE. COUPLING AREAS MAY BE DISREGARDED FOR THRUSTS OCCURRING WHERE THE TOP OF THE ROCK FACE IS AT OR ABOVE THE CROWN OF THE PIPE. HOWEVER, CONCRETE BACKING SHALL BE PLACED BETWEEN THE PIPE AND ROCK FACE.
3. THE CONTRACTOR SHALL SUBMIT PLANS IN ADVANCE OF PLACEMENT, WORK AND DRAWINGS FOR EACH THRUST BLOCK TO THE WATER DEPARTMENT FOR APPROVAL PRIOR TO INSTALLATION.



TYPICAL PRECAST CONCRETE MANHOLE

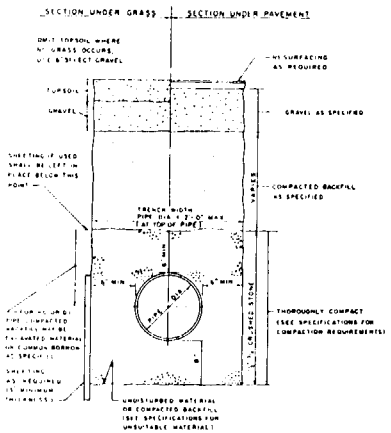
NTS





DROP INLET TO SMH

NTS



TYPICAL TRENCH DETAIL

NTS

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No.	Date	Revision/Notes

Allendale Mill

Milestone Properties Corp.

ARCHETYPE

Site Utilities Details

Date
Project No.
Scale
Drawn By
Checked By
Reviewed

SU-2

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CONSTRUCTION SEQUENCE

Milestone Properties Corporation
Milestone Equities Corporation
Milestone Construction Corporation

SUMMARY REPORT

CONSTRUCTION SEQUENCING STATEMENT
FOR THE CONSTRUCTION OF THE
ALLENDALE MILL COMPLEX
494 WOONASQUATUCKET AVENUE
NORTH PROVIDENCE, RHODE ISLAND

Our plans for the sequence of construction include the following:

Prior to any work commencing on the site on or about February 1987:

* hay bales will be placed along the river bank and raceway to control erosion during construction

Early progress will include:

* demolition and removal from the site of all extraneous buildings; asphalt and debris
* river bank plantings to improve stabilization during planting season
* stone wall repair in the raceway
* flood plain compensation at rear of lot

On going work to include:

* raceway clean-up
* maintenance on raceway gates
* all building renovation and new construction; site improvements and landscaping

Construction Schedule:

* Work to begin in February 1987
* Phase I- Mill Structure Renovation,Commissary Renovations and six units of new construction, site improvements and landscaping
* PhaseII to include- Remaining new construction,site improvements and landscaping
* Planned completion in MAy 1988

257 Newbury Street
Boston, Massachusetts
02116
617 536-8630

10-YEAR STORM (EXISTING AND PROPOSED)
RUNOFF CALCULATIONS

SEA Consultants Inc.
Engineers/Architects

485 Massachusetts Ave.
Cambridge, MA 02139-4018
617-497-7800

Citicorp Park West
100 Foden Road
South Portland, ME 04106-2319
207-775-2281

850 Silas Deane Highway
Wethersfield, CT 06109-3412
203-721-7993

Client ARCHETYPE	Job No. 422-8612	Page 1
Project ALLENDALE MILL	Comptd. By WBP	Date 11/18/86
Detail	Ck'd By	Date

DRAINAGE CALCULATIONS

DETERMINE INPUT PARAMETERS FOR SCS TR-20 HYDROLOGY COMPUTER MODEL

$$t_c = \frac{5}{3} L$$

$$L = \frac{\ell^{0.8} (S+1)^{0.7}}{(1900)\, Y^{0.5}}$$

WHERE:

t_c = TIME OF CONCENTRATION
L = TIME LAG
ℓ = HYDRAULIC LENGTH
S = MAXIMUM RETENTION
Y = SLOPE (%)

$$S = \frac{1000}{CN} - 10$$

WHERE:

CN = RUNOFF CURVE NUMBER

GRASS AREAS W/ FAIR VEGETATIVE COVER (75% - 50% COVERAGE) CN = 49

PAVED AREAS W/ CURBS AND STORM DRAINAGE CN = 98

ALL ℓ AND Y COMPONENTS WERE OBTAINED FROM PLANS SHOWING EXISTING OR PROPOSED CONDITIONS

SEA Consultants Inc.
Engineers/Architects

485 Massachusetts Ave.
Cambridge, MA 02139-4018
617-497-7800

Citicorp Park West
100 Foden Road
South Portland, ME 04106-2319
207-775-2281

850 Silas Deane Highway
Wethersfield, CT 06109-3412
203-721-7993

Client ARCHETYPE	Job No. 422-8612	Page 2
Project ALLENDALE MILL	Comptd. By WBP	Date 11/18/86
Detail	Ck'd By	Date

A. EXISTING CONDITIONS

1) ISLAND (2.21 ACRES) 0.00345 MI^2 ✓

PERVIOUS AREA = 1.52 Ac (69%)
0.69 x 49 = 33.8

IMPERVIOUS AREA = 0.69 Ac (31%)
0.31 x 98 = 30.4

WEIGHTED CN → 64.2 ✓

$$S = \frac{1000}{64.2} - 10 = 5.6$$

$$L = \frac{(300)^{0.8}(5.6+1)^{0.7}}{1900\,(0.72)^{0.5}} = 0.22$$

$$t_c = \frac{5}{3}(0.22) = 0.36$$ ✓

2) MAINLAND (2.48 ACRES) 0.00388 MI^2 ✓

PERVIOUS AREA = 0.37 Ac (15%)
0.15 x 49 = 7.4

IMPERVIOUS AREA = 2.11 Ac (85%)
0.85 x 98 = 83.3

WEIGHTED CN → 90.7 ✓

$$S = \frac{1000}{90.7} - 10 = 1.0$$

$$L = \frac{(595)^{0.8}(1.0+1)^{0.7}}{1900\,(2.7)^{0.5}} = 0.08$$

$$t_c = \frac{5}{3}(0.08) = 0.13$$ ✓

SEA Consultants Inc.
Engineers/Architects

485 Massachusetts Ave.
Cambridge, MA 02139-4018
617-497-7800

Citicorp Park West
100 Foden Road
South Portland, ME 04106-2319
207-775-2281

850 Silas Deane Highway
Wethersfield, CT 06109-3412
203-721-7993

Client ARCHETYPE	Job No. 422-8612	Page 3
Project ALLENDALE MILL	Comptd. By WBP	Date 11/18/86
Detail	Ck'd By	Date

B. PROPOSED CONDITIONS

1) ISLAND (2.21 ACRES) 0.00345 MI^2 ✓

PERVIOUS AREA = 1.22 Ac (55%)
$0.55 \times 49 = 27.0$
IMPERVIOUS AREA = 0.99 Ac (45%)
$0.45 \times 98 = 44.1$
WEIGHTED CN ⟶ 71.1 ✓

$$S = \frac{1000}{71.1} - 10 = 4.1$$

$$L = \frac{(320)^{0.8}(4.1+1)^{0.7}}{1900(2.2)^{0.5}} = 0.11$$

$$t_c = \frac{5}{3}(0.11) = 0.18$$ ✓

2) MAINLAND (2.48 ACRES) 0.00388 MI^2 ✓

PERVIOUS AREA = 0.35 Ac (14%)
$0.14 \times 41 = 6.9$
IMPERVIOUS AREA = 2.13 Ac (86%)
$0.86 \times 98 = 84.3$
WEIGHTED CN ⟶ 91 ✓

$$S = \frac{1000}{91} - 10 = 1.0$$

$$L = \frac{(600)^{0.8}(1.0+1)^{0.7}}{1900(2.2)^{0.5}} = 0.09$$

$$t_c = \frac{5}{3}(0.09) = 0.15$$ ✓

EXECUTIVE CONTROL OPERATION INCREM MAIN TIME INCREMENT = 0.10 HOURS RECORD ID

EXECUTIVE CONTROL OPERATION COMPUT FROM XSECTION 1 TO XSECTION 3 RECORD ID
STARTING TIME = 0.10 RAIN DEPTH = 4.80 RAIN DURATION= 1.00 RAIN TABLE NO.= 2 ANT. MOIST. COND= 2
ALTERNATE NO.= 1 STORM NO.= 1 MAIN TIME INCREMENT = 0.10 HOURS

OPERATION RUNOFF CROSS SECTION 1 **Island Area**

PEAK TIME(HRS) 12.27 | PEAK DISCHARGE(CFS) 3.07 | PEAK ELEVATION(FEET) (RUNOFF)

TIME(HRS) FIRST HYDROGRAPH POINT = 0.10 HOURS TIME INCREMENT = 0.10 HOURS DRAINAGE AREA = 0.00 SQ.MI.

11.10	DISCH6	0.00	0.00	0.00	0.01	0.02	0.04	[illegible]	[illegible]	[illegible]	1.06
12.10	DISCH6	3.07	3.01	2.79	2.03	1.41	1.05	0.83	0.69	0.60	0.54
13.10	DISCH6	0.48	0.44	0.41	0.38	0.35	0.33	0.32	0.30	0.28	0.27
14.10	DISCH6	0.25	0.25	0.24	0.23	0.22	0.21	0.20	0.19	0.18	0.18
15.10	DISCH6	0.17	0.17	0.17	0.17	0.17	0.16	0.16	0.15	0.15	0.15
16.10	DISCH6	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.14	0.14	0.13
17.10	DISCH6	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.12
18.10	DISCH6	0.12	0.11	0.11	0.11	0.10	0.10	0.10	0.10	0.10	0.10
19.10	DISCH6	0.10	0.10	0.10	0.10	0.10	0.10	0.11	0.11	0.10	0.10
20.10	DISCH6	0.09	0.09	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
21.10	DISCH6	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
22.10	DISCH6	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
23.10	DISCH6	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
24.10	DISCH6	0.07	0.06	0.04	0.02	0.01	0.01	0.00			

RUNOFF VOLUME ABOVE BASEFLOW = 1.47 WATERSHED INCHES, 3.26 CFS-HRS, 0.27 ACRE-FEET; BASEFLOW = 0.00 CFS

OPERATION RUNOFF CROSS SECTION 2 **Main Land Area**

PEAK TIME(HRS) 12.07 | PEAK DISCHARGE(CFS) 12.14 | PEAK ELEVATION(FEET) (RUNOFF)

TIME(HRS) FIRST HYDROGRAPH POINT = 0.10 HOURS TIME INCREMENT = 0.10 HOURS DRAINAGE AREA = 0.00 SQ.MI.

4.10	DISCH6	0.01	0.01	0.01	0.01	0.02	0.02	0.02	0.02	0.03	0.03
5.10	DISCH6	0.03	0.03	0.04	0.04	0.04	0.04	0.04	0.05	0.05	0.05
6.10	DISCH6	0.05	0.06	0.07	0.07	0.07	0.08	0.08	0.08	0.08	0.09
7.10	DISCH6	0.09	0.09	0.09	0.10	0.10	0.10	0.10	0.10	0.11	0.11
8.10	DISCH6	0.11	0.12	0.13	0.14	0.16	0.17	0.17	0.17	0.18	0.18
9.10	DISCH6	0.18	0.20	0.21	0.22	0.22	0.22	0.24	0.26	0.26	0.27
10.10	DISCH6	0.27	0.29	0.31	0.32	0.37	0.38	0.44	0.49	0.51	0.59
11.10	DISCH6	0.62	0.68	0.73	0.79	0.91	0.97	2.62	3.87	5.26	10.43
12.10	DISCH6	11.85	6.51	2.67	1.97	1.39	1.29	1.15	1.06	1.01	0.86

13.10	DISCH6	0.83	0.75	0.69	0.67	0.61	0.60	0.54	0.51	0.50	0.47
14.10	DISCH6	0.46	0.43	0.42	0.41	0.37	0.37	0.34	0.32	0.32	0.32
15.10	DISCH6	0.32	0.32	0.32	0.31	0.29	0.29	0.28	0.28	0.29	0.29
16.10	DISCH6	0.29	0.28	0.28	0.29	0.28	0.28	0.25	0.23	0.23	0.27
17.10	DISCH6	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.22	0.19
18.10	DISCH6	0.19	0.19	0.18	0.18	0.18	0.18	0.18	0.19	0.19	0.19
19.10	DISCH6	0.18	0.18	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.15
20.10	DISCH6	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14
21.10	DISCH6	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14
22.10	DISCH6	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14
23.10	DISCH6	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.13	0.10
24.10	DISCH6	0.09	0.04	0.01	0.00						

RUNOFF VOLUME ABOVE BASEFLOW = 3.75 WATERSHED INCHES, 9.38 CFS-HRS, 0.78 ACRE-FEET; BASEFLOW = 0.00 CFS

OPERATION ADDHYD CROSS SECTION 3 **Combined Areas**

PEAK TIME(HRS) 12.09 PEAK DISCHARGE(CFS) 14.05 PEAK ELEVATION(FEET) (NULL)

TIME(HRS) FIRST HYDROGRAPH POINT = 0.10 HOURS TIME INCREMENT = 0.10 HOURS DRAINAGE AREA = 0.01 SQ.MI.

4.10	DISCH6	0.01	0.01	0.01	0.01	0.02	0.02	0.02	0.02	0.02	0.02
5.10	DISCH6	0.03	0.03	0.04	0.04	0.04	0.04	0.04	0.05	0.05	0.05
6.10	DISCH6	0.05	0.06	0.07	0.07	0.07	0.08	0.08	0.08	0.08	0.09
7.10	DISCH6	0.09	0.09	0.09	0.10	0.10	0.10	0.10	0.10	0.11	0.11
8.10	DISCH6	0.11	0.12	0.13	0.14	0.16	0.17	0.17	0.17	0.18	0.19
9.10	DISCH6	0.18	0.20	0.21	0.22	0.22	0.22	0.24	0.26	0.26	0.27
10.10	DISCH6	0.27	0.29	0.31	0.32	0.37	0.38	0.44	0.49	0.51	0.59
11.10	DISCH6	0.62	0.68	0.73	0.79	0.94	1.01	2.71	4.09	5.73	11.49
12.10	DISCH6	13.99	9.53	5.46	4.00	2.81	2.34	1.97	1.75	1.62	1.40
13.10	DISCH6	1.31	1.19	1.10	1.05	0.96	0.93	0.86	0.81	0.79	0.73
14.10	DISCH6	0.71	0.68	0.65	0.63	0.59	0.58	0.54	0.51	0.50	0.50
15.10	DISCH6	0.50	0.49	0.49	0.49	0.45	0.44	0.43	0.43	0.43	0.43
16.10	DISCH6	0.43	0.43	0.43	0.43	0.43	0.43	0.40	0.38	0.37	0.36
17.10	DISCH6	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.35	0.32
18.10	DISCH6	0.30	0.30	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29
19.10	DISCH6	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.28	0.25
20.10	DISCH6	0.23	0.23	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22
21.10	DISCH6	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22
22.10	DISCH6	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22
23.10	DISCH6	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.21	0.18
24.10	DISCH6	0.16	0.10	0.05	0.02	0.01	0.01	0.00			

RUNOFF VOLUME ABOVE BASEFLOW = 2.67 WATERSHED INCHES, 12.64 CFS-HRS, 1.04 ACRE-FEET; BASEFLOW = 0.00 CFS

EXECUTIVE CONTROL OPERATION ENDCMP COMPUTATIONS COMPLETED FOR PASS 1 RECORD ID

EXECUTIVE CONTROL OPERATION INCREM MAIN TIME INCREMENT = 0.10 HOURS RECORD ID

EXECUTIVE CONTROL OPERATION COMPUT FROM XSECTION 1 TO XSECTION 2 RECORD ID
STARTING TIME = 0.10 RAIN DEPTH = 4.80 RAIN DURATION= 1.00 RAIN TABLE NO.= 2 ANT. MOIST. COND= 2
ALTERNATE NO.= 1 STORM NO.= 1 MAIN TIME INCREMENT = 0.10 HOURS

OPERATION RUNOFF CROSS SECTION 1 **Island Area**

PEAK TIME(HRS)	PEAK DISCHARGE(CFS)	PEAK ELEVATION(FEET)
12.12	5.51	(RUNOFF)

TIME(HRS)		FIRST HYDROGRAPH POINT = 0.10 HOURS				TIME INCREMENT = 0.10 HOURS				DRAINAGE AREA =	0.00 SQ.MI.
10.10	DISCHG	0.01	0.01	0.01	0.02	0.02	0.03	0.04	0.05	0.06	0.08
11.10	DISCHG	0.09	0.11	0.13	0.15	0.19	0.22	0.51	1.04	1.51	3.70
12.10	DISCHG	5.48	4.60	2.14	1.38	0.97	0.81	0.72	0.66	0.62	0.56
13.10	DISCHG	0.52	0.48	0.44	0.42	0.39	0.38	0.36	0.33	0.32	0.30
14.10	DISCHG	0.29	0.28	0.27	0.26	0.25	0.24	0.23	0.21	0.21	0.21
15.10	DISCHG	0.21	0.21	0.21	0.21	0.19	0.18	0.18	0.18	0.18	0.18
16.10	DISCHG	0.18	0.18	0.18	0.18	0.18	0.18	0.17	0.16	0.15	0.15
17.10	DISCHG	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.13
18.10	DISCHG	0.13	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
19.10	DISCHG	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.11
20.10	DISCHG	0.11	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09
21.10	DISCHG	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09
22.10	DISCHG	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09
23.10	DISCHG	0.09	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.09	0.09
24.10	DISCHG	0.07	0.04	0.01	0.00						

RUNOFF VOLUME ABOVE BASEFLOW = 1.98 WATERSHED INCHES, 4.41 CFS-HRS, 0.36 ACRE-FEET; BASEFLOW = 0.00 CFS

OPERATION RUNOFF CROSS SECTION 2 **Main Land Area**

PEAK TIME(HRS)	PEAK DISCHARGE(CFS)	PEAK ELEVATION(FEET)
12.08	11.83	(RUNOFF)

TIME(HRS)		FIRST HYDROGRAPH POINT = 0.10 HOURS				TIME INCREMENT = 0.10 HOURS				DRAINAGE AREA =	0.00 SQ.MI.
3.10	DISCHG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
4.10	DISCHG	0.01	0.01	0.01	0.02	0.02	0.02	0.02	0.03	0.03	0.03
5.10	DISCHG	0.03	0.04	0.04	0.04	0.04	0.04	0.05	0.05	0.05	0.05
6.10	DISCHG	0.05	0.06	0.07	0.07	0.08	0.08	0.08	0.09	0.09	0.09
7.10	DISCHG	0.09	0.09	0.10	0.10	0.10	0.10	0.10	0.11	0.11	0.11
8.10	DISCHG	0.11	0.12	0.14	0.14	0.16	0.17	0.17	0.18	0.18	0.18
9.10	DISCHG	0.19	0.20	0.22	0.22	0.23	0.23	0.25	0.26	0.27	0.27
10.10	DISCHG	0.27	0.29	0.31	0.32	0.37	0.39	0.44	0.49	0.52	0.59

11.10	DISCH6	0.62	0.68	0.74	0.78	0.91	0.96	2.34	3.76	4.96	9.87
12.10	DISCH6	11.72	7.58	3.11	2.12	1.48	1.31	1.18	1.07	1.03	0.88
13.10	DISCH6	0.83	0.76	0.70	0.68	0.62	0.60	0.56	0.51	0.50	0.47
14.10	DISCH6	0.46	0.44	0.42	0.41	0.38	0.37	0.35	0.33	0.32	0.32
15.10	DISCH6	0.32	0.32	0.32	0.32	0.29	0.28	0.28	0.28	0.28	0.28
16.10	DISCH6	0.28	0.28	0.28	0.28	0.28	0.28	0.26	0.24	0.23	0.23
17.10	DISCH6	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.20
18.10	DISCH6	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19
19.10	DISCH6	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.18	0.15
20.10	DISCH6	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14
21.10	DISCH6	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14
22.10	DISCH6	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14
23.10	DISCH6	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.13	0.10
24.10	DISCH6	0.10	0.05	0.01	0.00						

RUNOFF VOLUME ABOVE BASEFLOW = 3.79 WATERSHED INCHES, 9.49 CFS-HRS, 0.78 ACRE-FEET; BASEFLOW = 0.00 CFS

TOTAL = 1.14 AC-FT.

SEA Consultants Inc.
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Citicorp Park West
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South Portland, ME 04106-2319
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850 Silas Deane Highway
Wethersfield, CT 06109-3412
203-721-7993

Client ARCHETYPE	Job No. 432-8612	Page
Project ALLENDALE MILL	Comptd. By MJT	Date
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LEACHING SYSTEM CALCULATIONS

Volume to be retained on site (runoff increase) = 0.10 acre ft
= 32,600 gal

Percolation Rate = 5 min/in (conservative)

Infiltration Rate $\Rightarrow \left(\frac{1440 \text{ min/day}}{5 \text{ min/in}}\right) = 24 \text{ ft/day}$

$24 \text{ ft/day} \times 1 \text{ ft}^2 \times 7.48 = 180 \text{ gal/ft}^2\text{/day}$

Required removal rate during storm:

$$\frac{32{,}600 \text{ gal}}{17.6 \text{ hrs}} = 1852 \text{ gal/hr} = 0.07 \text{ ft}^3\text{/sec}$$

Calculate required infiltration area:

- Infiltration Rate = $180 \text{ gal/day/ft}^2 = 0.0002785 \text{ ft}^3\text{/sec/ft}^2$
- Required area = $\frac{0.07 \text{ ft}^3\text{/sec}}{0.0002785 \text{ ft}^3\text{/sec/ft}^2} = 251 \text{ ft}^2$
- Each leaching galley has 55 ft² leaching area

USE 5 - 4'x8' leaching galleys

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Project ALLENDALE MILL	Comptd. By MJT	Date 12/10/86
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LEACHING SYSTEM CALCULATIONS

VOLUME TO BE RETAINED ON SITE (RUNOFF INCREASE)
= 0.10 ACRE-FT = 32,600 GALLONS

PERCOLATION RATE = 5 MIN/IN (CONSERVATIVE)

$$\text{INFILTRATION RATE} = \frac{1440 \text{ MIN/DAY}}{5 \text{ MIN/IN}} \times 12 \text{ IN/FT}$$

$$= 24 \text{ FT/DAY}$$

REQUIRED REMOVAL RATE DURING STORM

$$\frac{32{,}600 \text{ GAL}}{17.6 \text{ HRS}} = 1852 \text{ GAL/HR} = 0.07 \text{ FT}^3/\text{SEC}$$

CALCULATE REQUIRED INFILTRATION AREA

- INFILTRATION RATE = 180 GAL/DAY/FT^2
  $= 0.0002785 \text{ FT}^3/\text{SEC/FT}^2$
- REQUIRED AREA = $\frac{0.07 \text{ FT}^3/\text{SEC}}{0.0002785 \text{ FT}^3/\text{SEC/FT}^2} = 251 \text{ FT}^2$

- EACH LEACHING GALLERY HAS 55 FT^2 LEACHING AREA

USE 5 - 4' x 8' LEACHING GALLEYS

PRIVATE SEWER INSTALLATIONS
(PRELIMINARY DESIGN)

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WASTEWATER COLLECTION SYSTEM

GENERAL INFORMATION:
130 UNITS
3 PEOPLE/UNIT

CALCULATE AVERAGE DAILY FLOW:
130 UNITS x 3 PEOPLE/UNIT x 70 GAL/PERSON
= 27,300 GPD

CALCULATE PEAK DAILY FLOW:
27,300 GAL x 5* = 136,500 GPD
* PEAKING FACTOR

PIPE SIZING:
MINIMUM VELOCITY = 2 FT/SEC
TRY 6" PIPE

$Q = VA$

NOTE: GROUNDWATER REMOVED FROM TRENCH DURING SEWER CONSTR... (DEWATERING) WILL BE CHANNELED THROUGH THE SEDIMENTATION AND EROSION CONTROL DEVICES

$2\ FT/SEC \times (0.25)^2 \pi = 0.39\ FT^3/SEC$

PEAK FLOW = 136,500 GPD = 0.21 FT^3/SEC

$0.39\ FT^3/SEC > 0.21\ FT^3/SEC$

∴ 6" PIPE HAS SUFFICIENT CAPACITY

AT A MINIMUM SLOPE OF 0.006 FT/FT
THE 6" PIPE HAS A CARRYING
CAPACITY OF 290,000 GPD

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PUMPING STATION DESIGN CRITERIA

FLOW RATE :

AVERAGE DAILY FLOW
= 130 UNITS × 3 PEOPLE/UNIT × 70 GAL/PERSON
= 27,300 GPD

PEAK FLOW
= 27,300 GPD × 5 = 136,500 GPD
= 95 GPM

WET WELL :

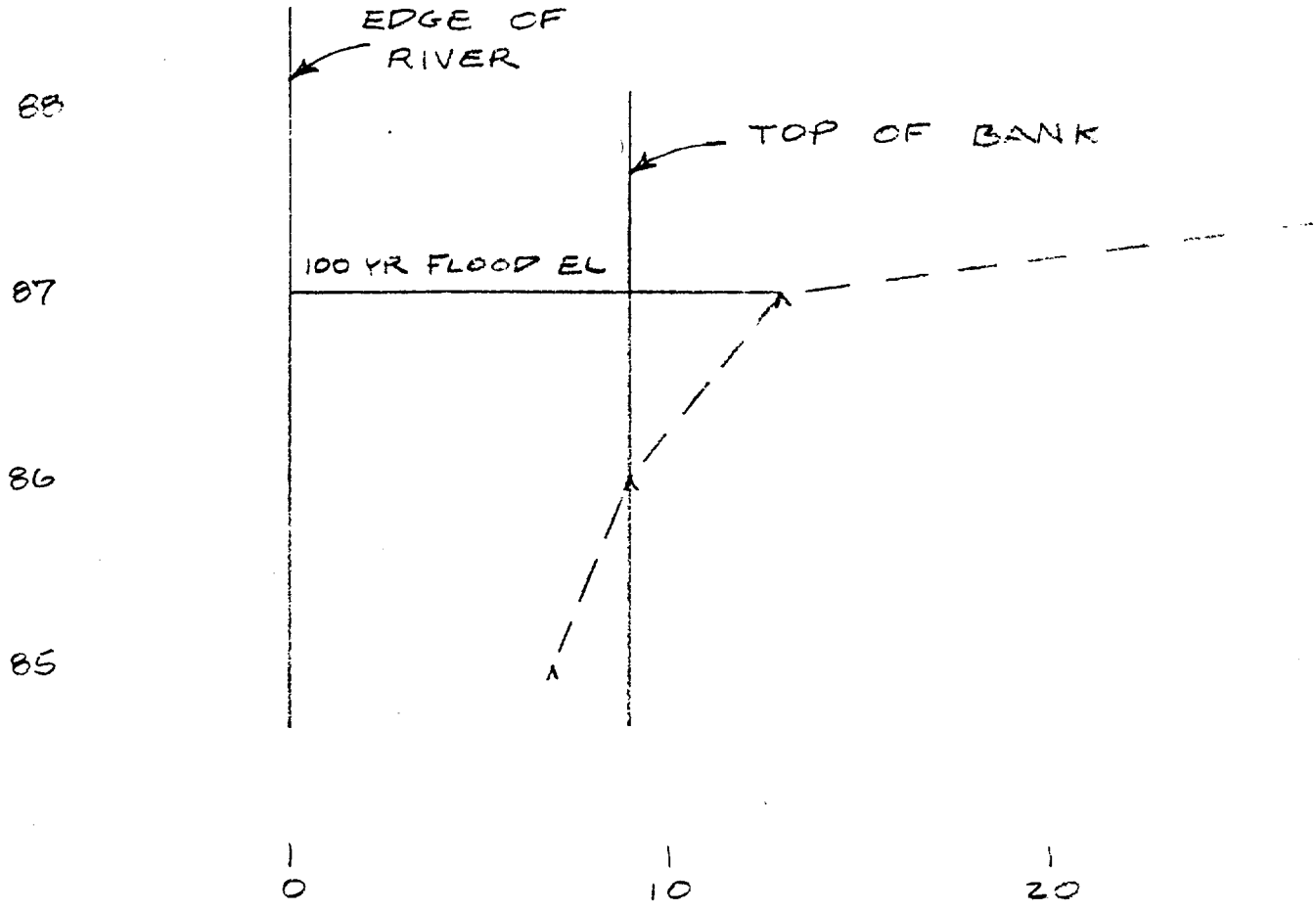
$$\text{REQUIRED VOLUME } (V) = \frac{(T_{MIN})(Q_{OUT})}{4}$$

$$= \frac{10 \text{ MIN} \times 95 \text{ GAL/MIN}}{4}$$

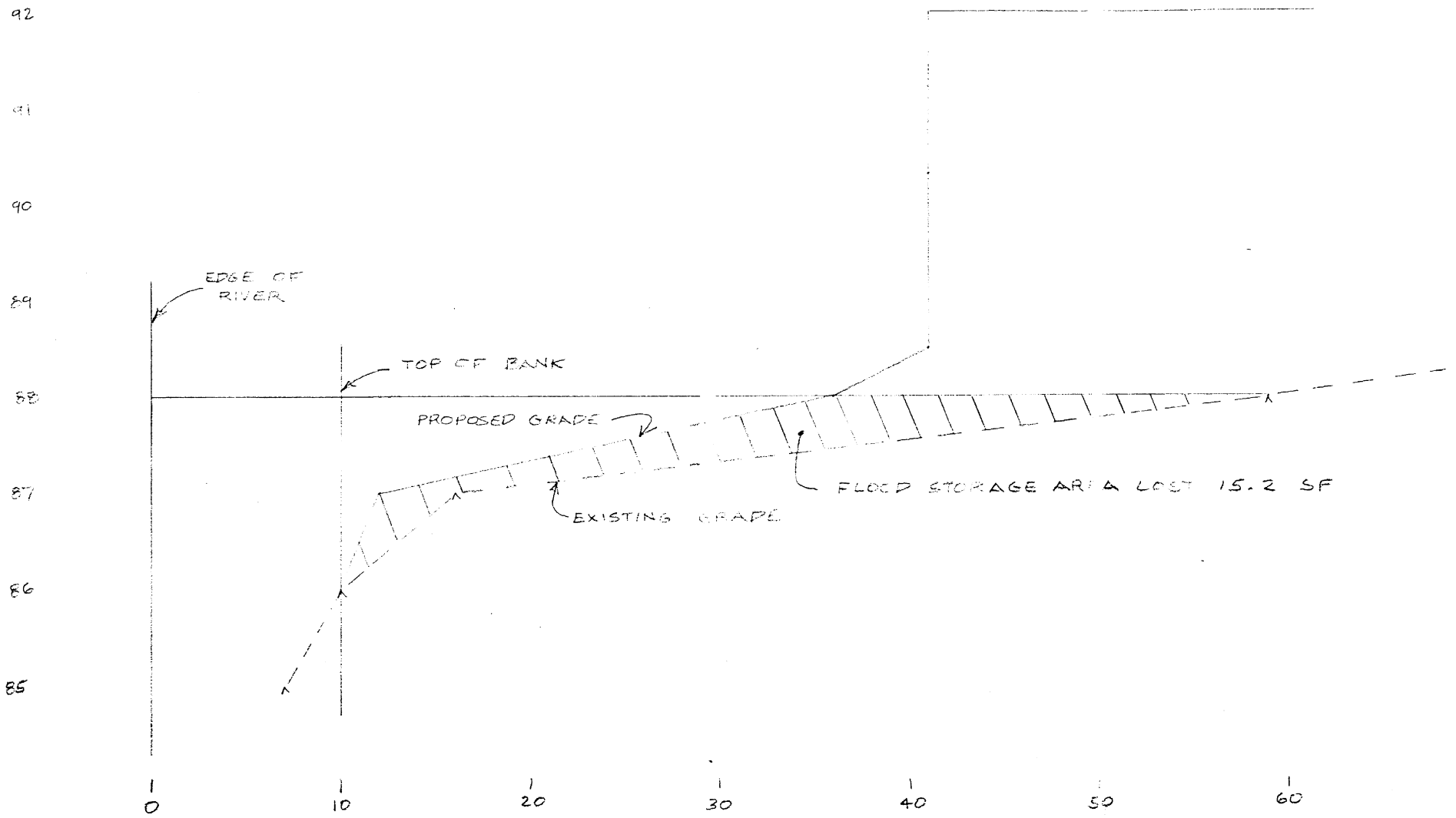
$$= 238 \text{ GAL}$$

100-YEAR FLOOD PLAIN EFFECTS

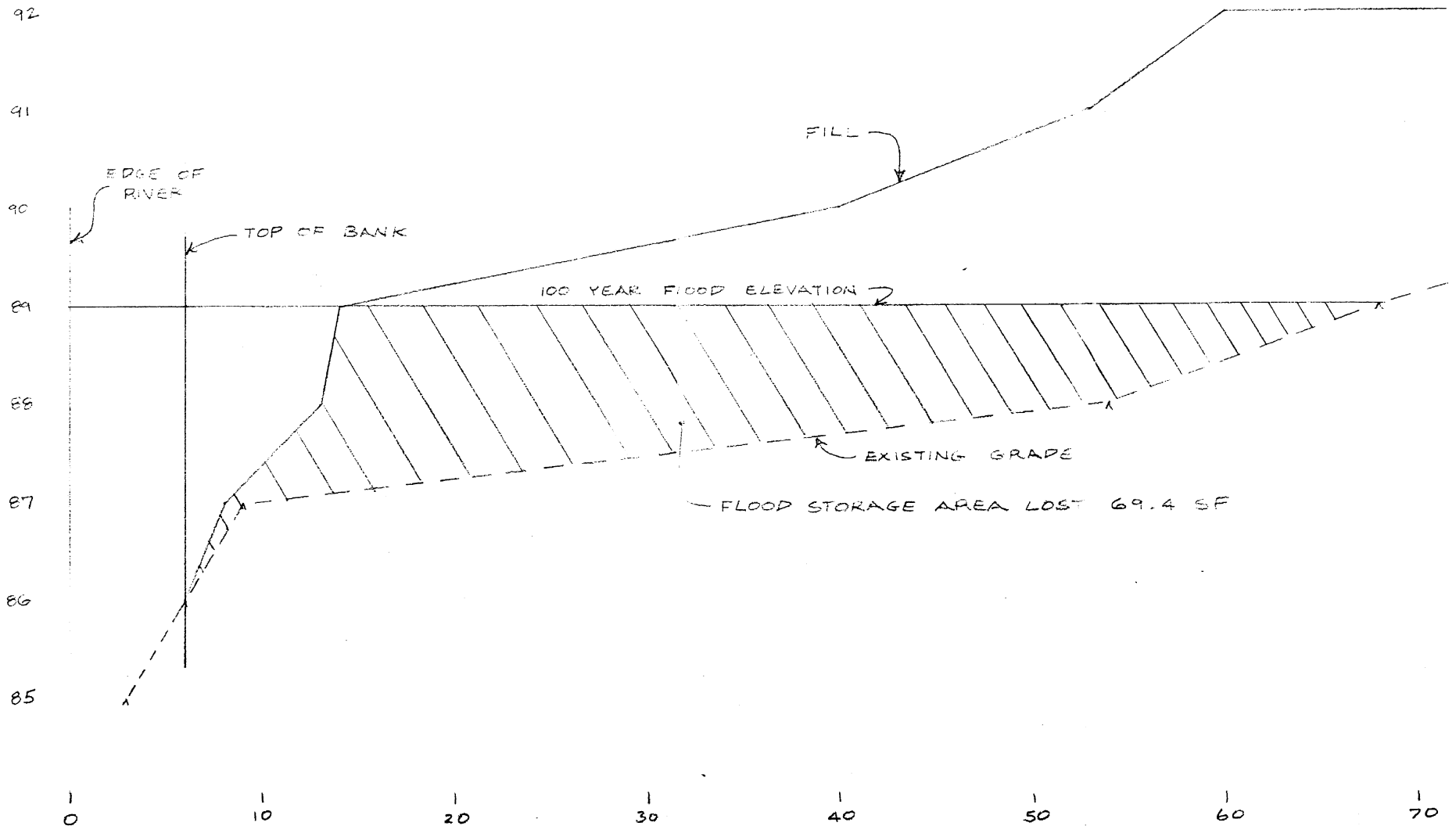
100 YEAR FLOOD ELEVATION 87



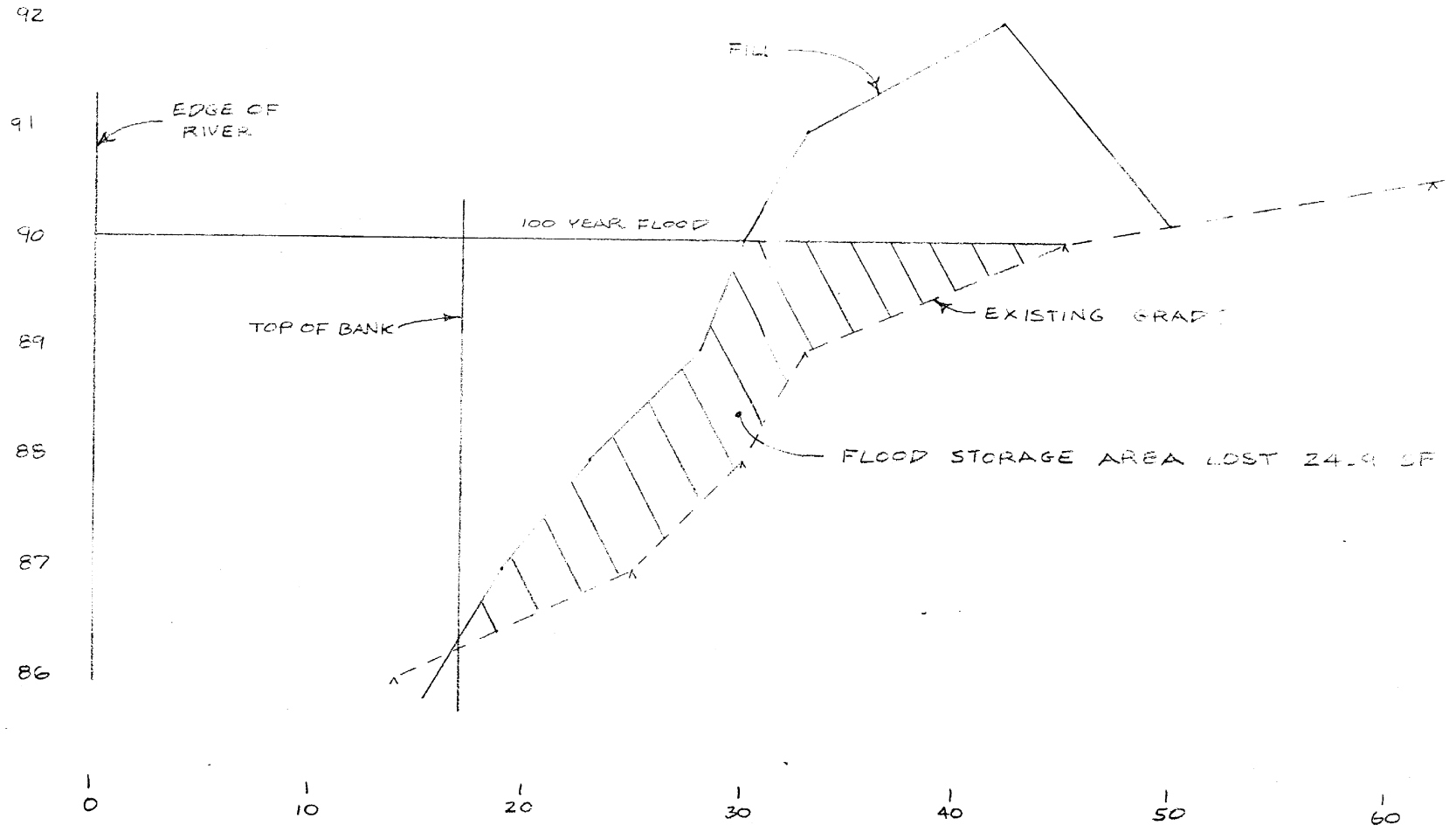
100 YEAR FLOOD
ELEVATION 89

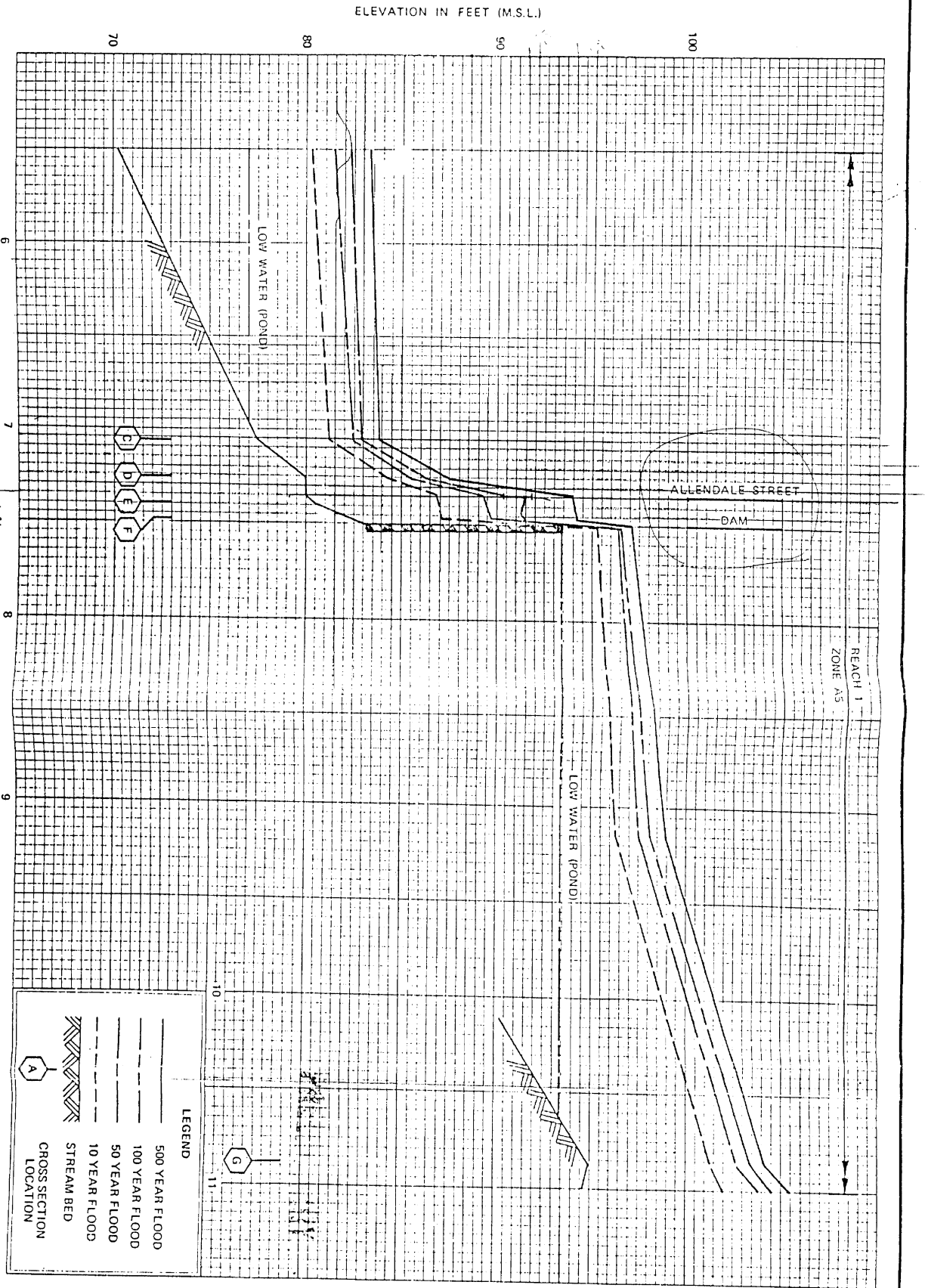


100 YEAR FLOOD
ELEVATION 89



100 YEAR FLOOD
ELEVATION 90





DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Federal Insurance Administration

TOWN OF NORTH PROVIDENCE, RI
(PROVIDENCE CO.)

FLOOD PROFILES

WOONASQUATUCKET RIVER

02P

100-YEAR FLOOD PLAIN COMPENSATION AREA

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Project ALLENDALE MILL	Comptd. By WBP	Date
Detail	Ck'd By	Date

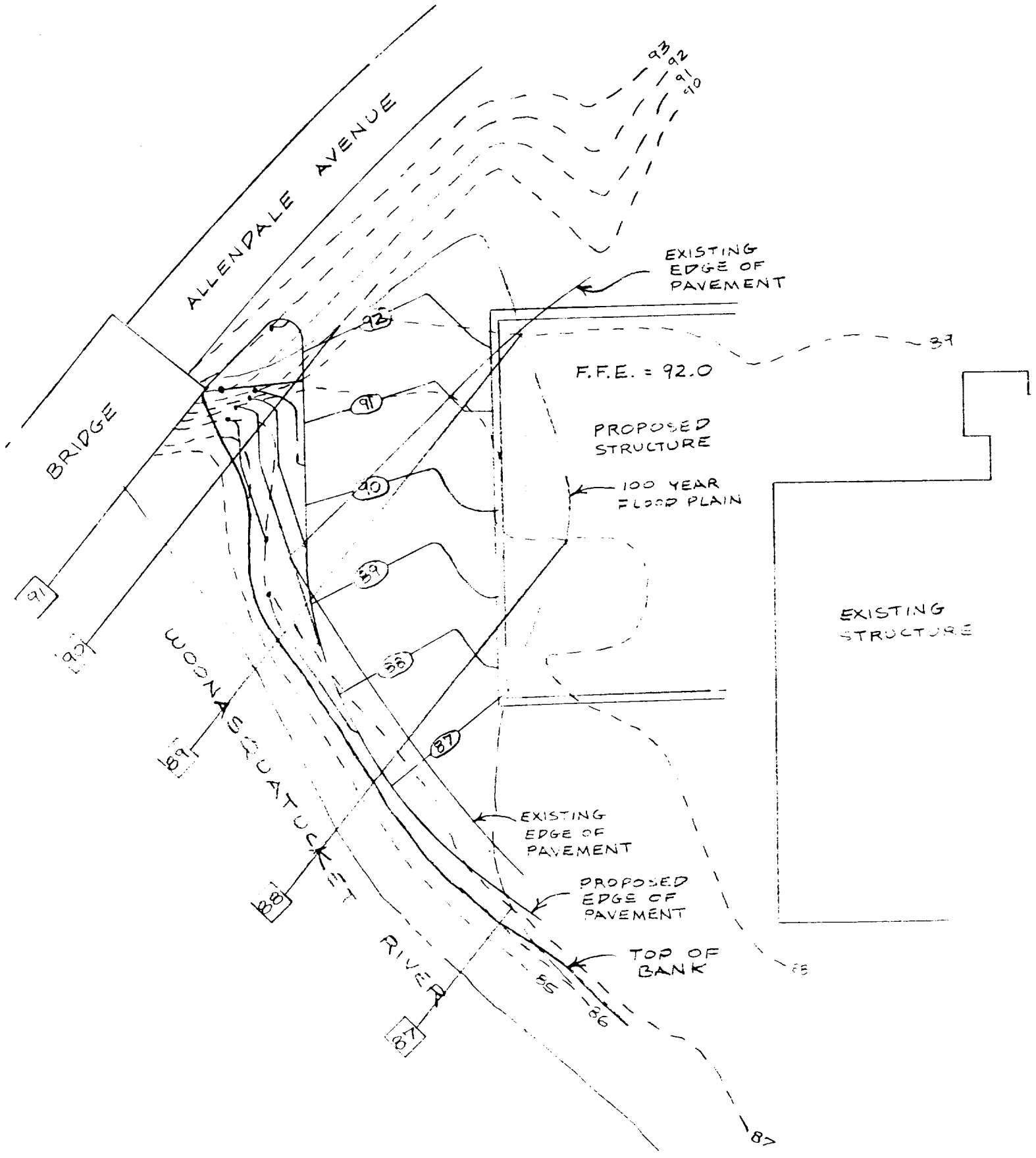
100 YEAR FLOOD STORAGE VOLUME LOST

FLOOD ELEV.	SECTION SPACING	AREA (SF)	VOLUME (CF)
91		0	
	10.5'		130.7
90		24.9	
	23.5'		1108.0
89		69.4	
	26.0'		1099.8
88		15.2	
	29.5'		224.2
87		0	

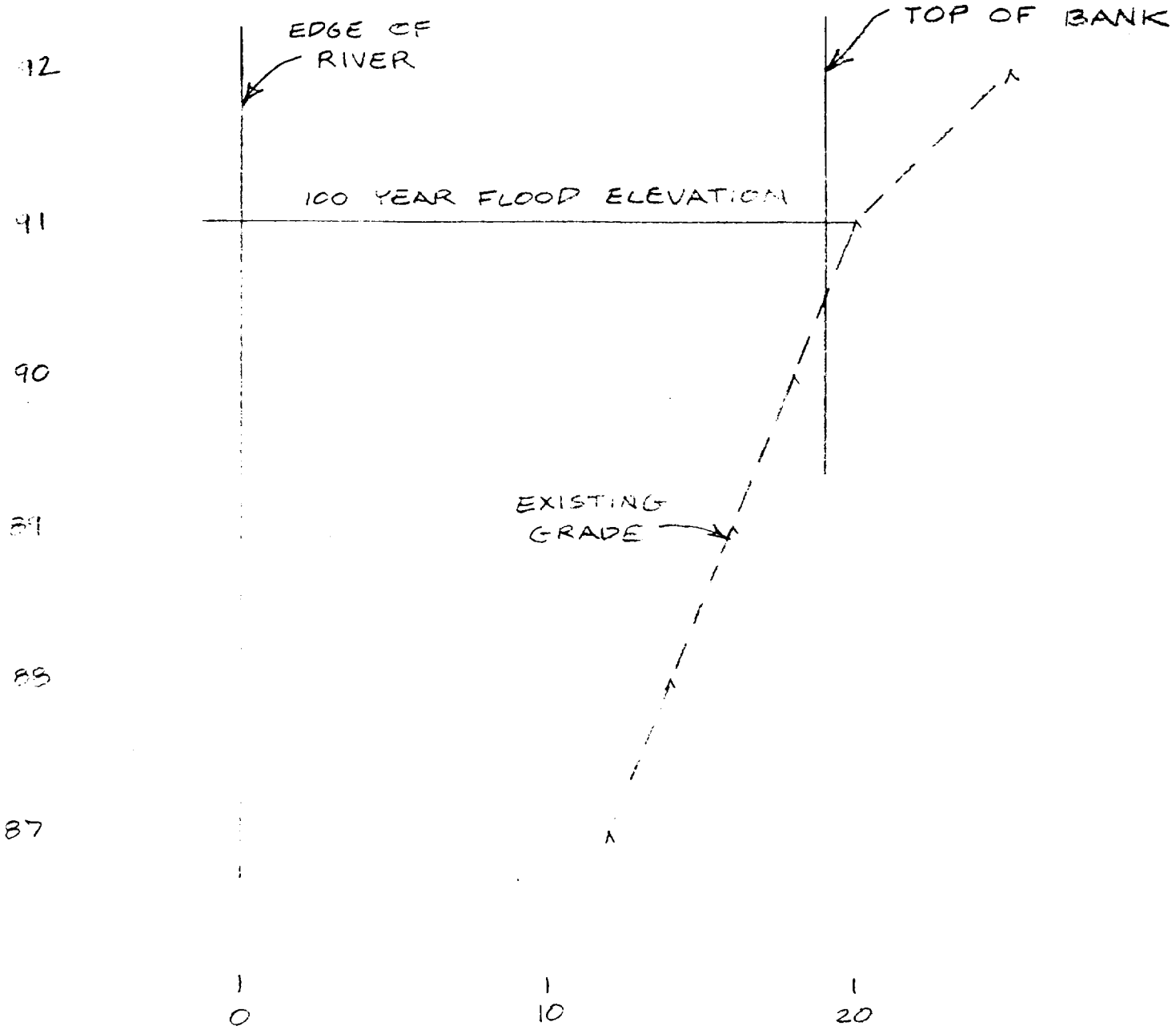
Σ = 2562.7 CF

= 95 CY

ALLENDALE MILL
EXISTING & PROPOSED CONDITIONS
SCALE : 1" = 20'
BY: SEA CONSULTANTS, INC.



100 YEAR FLOOD ELEVATION 91



FLOOD PLAIN COMPENSATION AREA

Requirement: Lower elevation of parking lot area adjacent to river in such a way as to produce a net gain of 95 cubic yards of flood storage capacity* over existing conditions in that area.

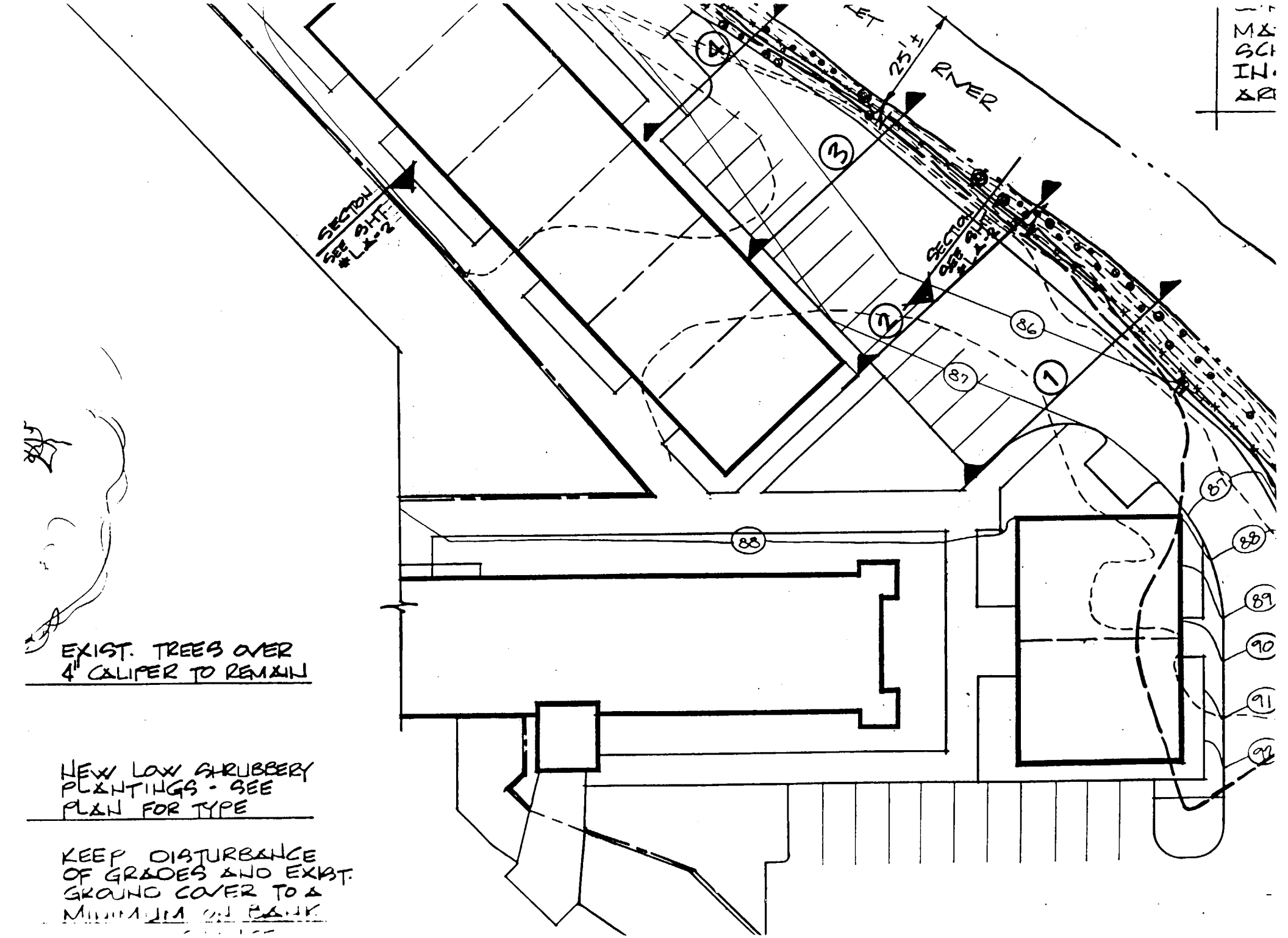
See Plan LA-2 & Sections

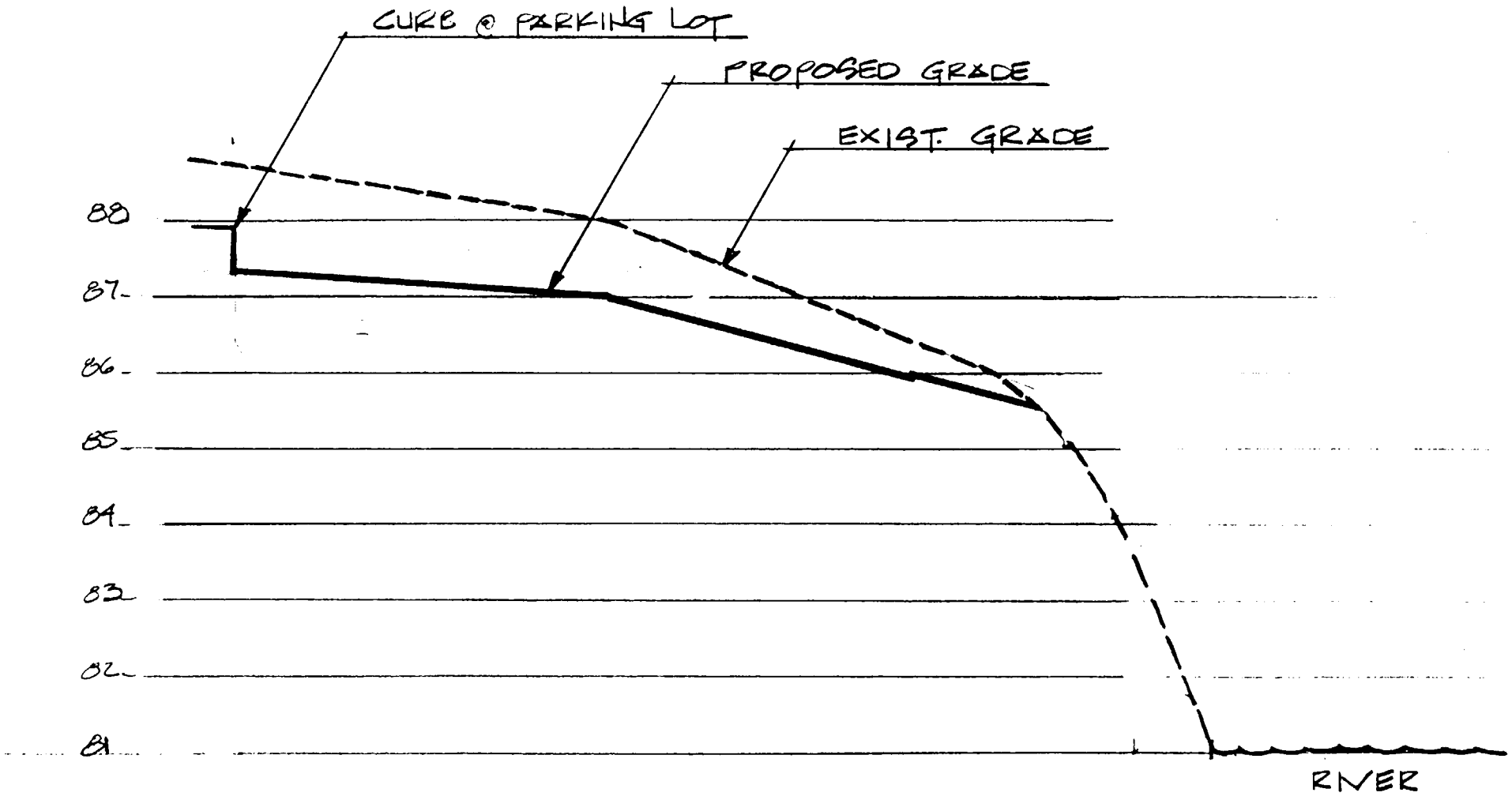
CALCULATIONS

Cut and fill - Average End Area Method

SECTION	VOLUME C.F.	VOLUME CUT
1(A)	45.91 CF x 1 = 45.91	
2(B)	30 CF x 40 = 1200.	A + B ÷ 2 = 623 CF
3(C)	41 CF x 40 = 1640	B + C ÷ 2 = 1420 CF
4(D)	17.5 CF x 40 = 700	C + D ÷ 2 = 1170 CF
		TOTAL 3213 CF
		119 C.Y.

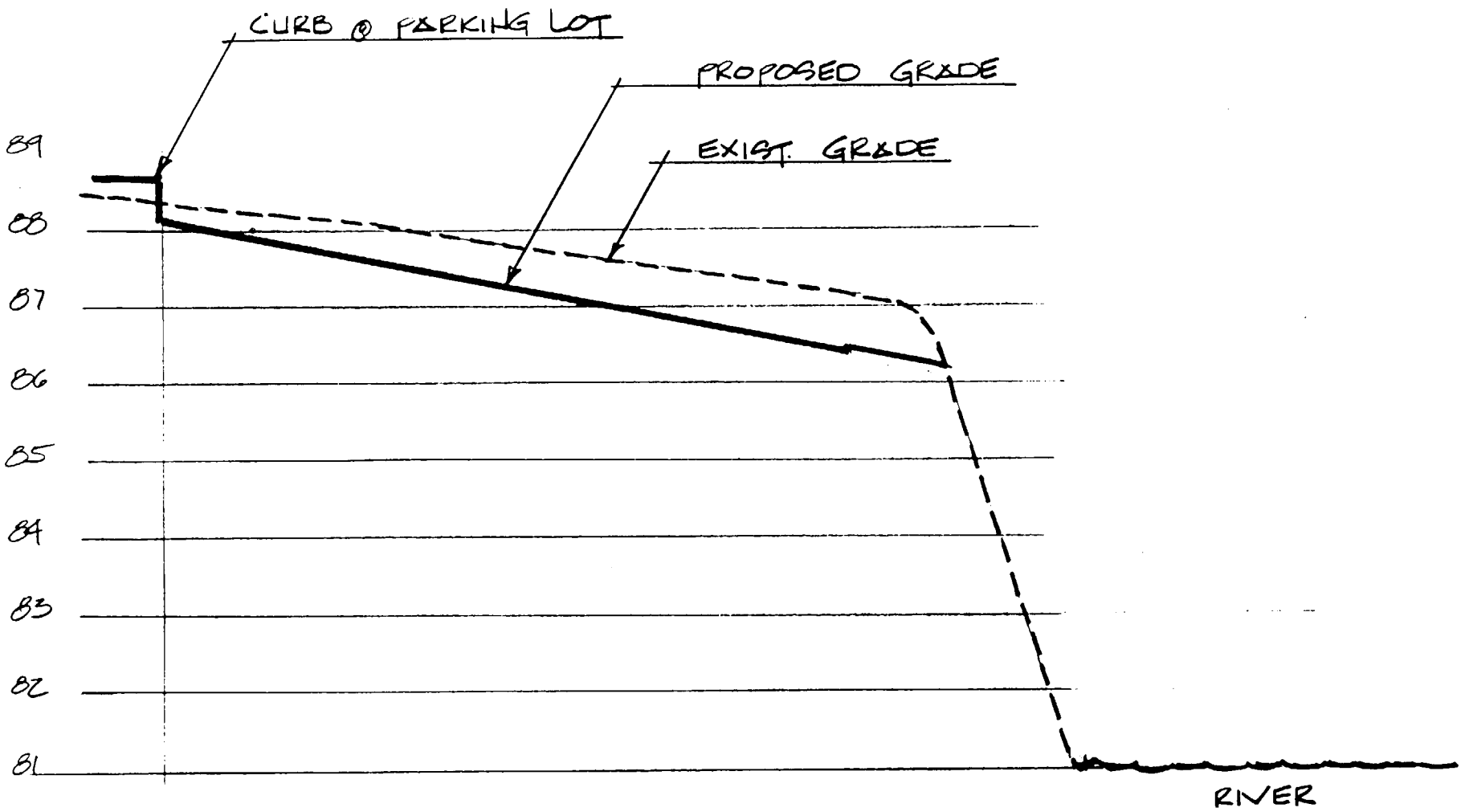
* Engineers' calculations show displacement of 95 C.Y.


SECTION SEE SHT. #L-2
SECTION SEE SHT. #L-2
25'±
RIVER
EXIST. TREES OVER 4" CALIPER TO REMAIN
NEW LOW SHRUBBERY PLANTINGS - SEE PLAN FOR TYPE
KEEP DISTURBANCE OF GRADES AND EXIST. GROUND COVER TO A



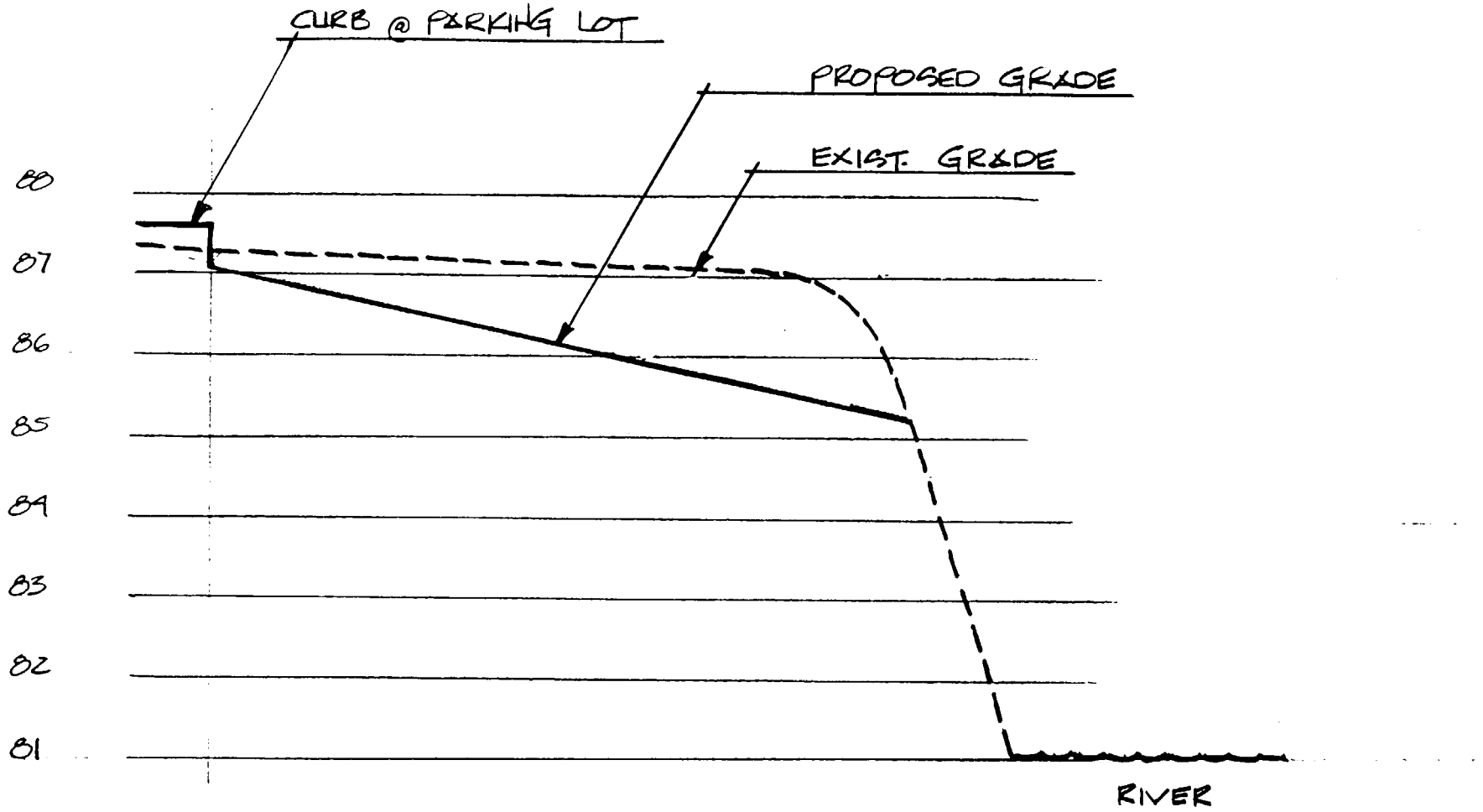
HORIZONTAL SCALE 1" = 10'-0"
VERTICAL SCALE 1" = 2'-0"

SECTION NO. 1



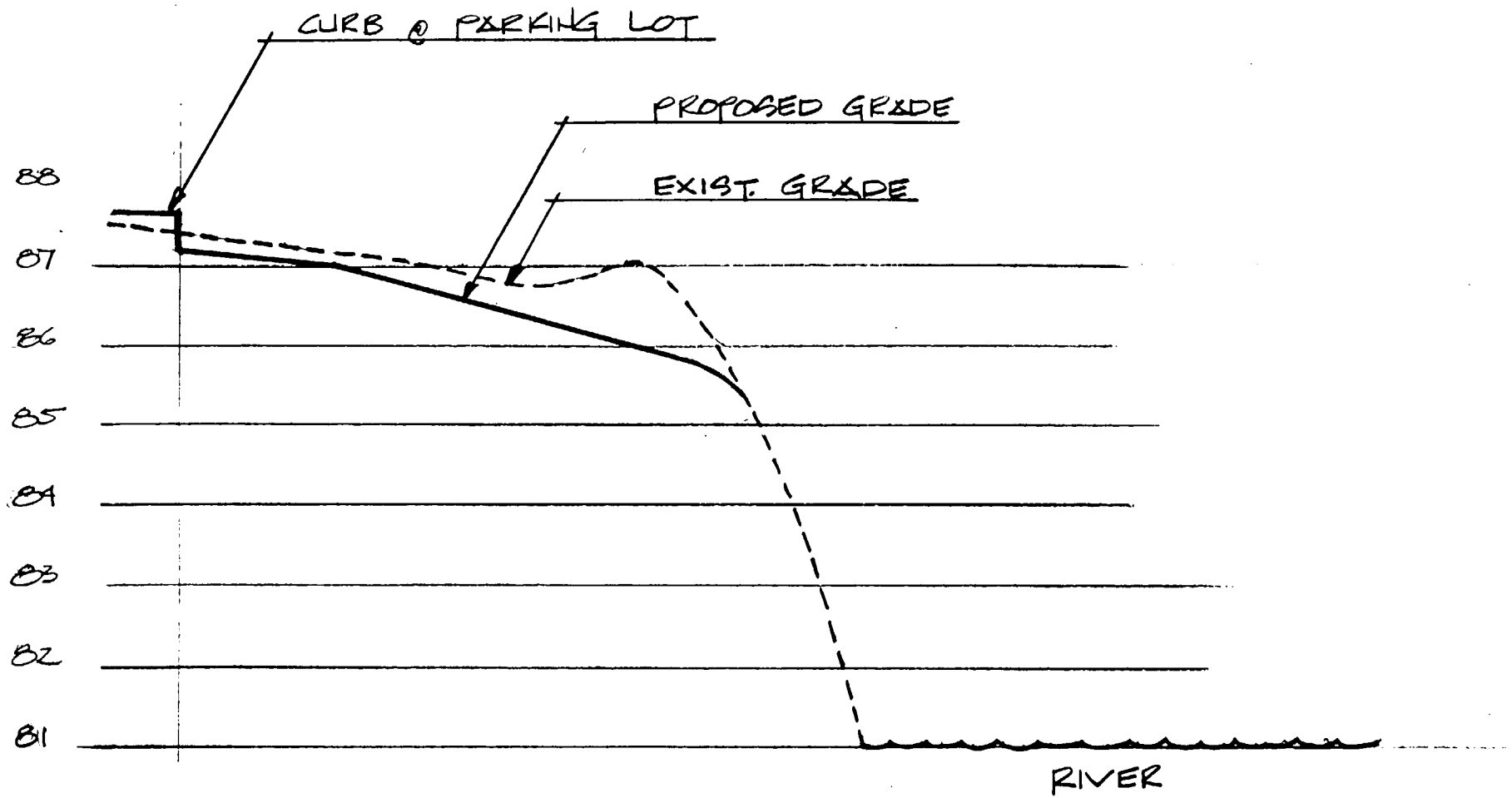
HORIZONTAL SCALE 1" = 10'-0"
VERTICAL SCALE 1" = 2'-0"

SECTION NO. 2



HORIZONTAL SCALE 1" = 10'-0"
VERTICAL SCALE 1" = 2'-0"

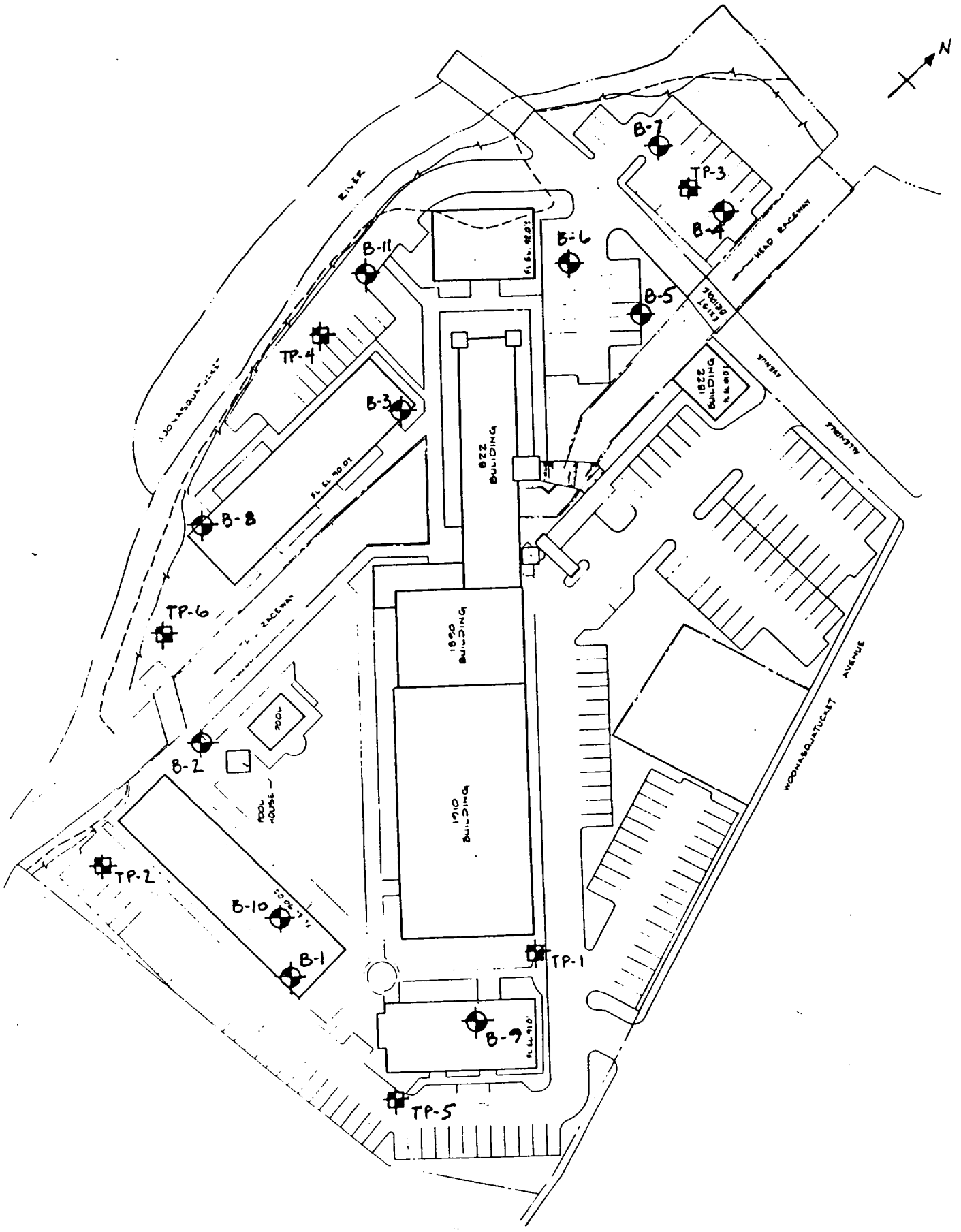
SECTION NO. 3



HORIZONTAL SCALE 1" = 10'-0"
VERTICAL SCALE 1" = 2'-0"

SECTION NO. 4

BORING AND PIT TESTS



SUBSURFACE EXPLORATION LOCATION PLAN
SCALE : 1" = 90' (APPROXIMATE)

W-21

HAMMER

CASING: WT. 300 FALL 24

SAMPLER: WT. 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Matrix Construction Co.

PROJECT: Allendale Mill

SHEET 1 OF 1

LOCATION No. Prov.

HOLE NO. B-1

LINE & STA.

OFFSET

INSPECTOR:

DRILLER: R. Cook Jr.

HELPER: D. Adams

SAMPLER I. D. 1 3/8"

CASING I. D. 2 1/2"

ALLSTATE NO. W-155

DATE, START: 07/11/86

DATE, FINISH: 07/11/86

GROUND ELEVATION

GROUND WATER DEPTH 6.5'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO / DEPTHS ELEV FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST / MOISTURE	PROFILE CHANGE DEPTH ELEV	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC; ROCK-COLOR, TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS, ETC)
0	5	0-1.5	D-1	10-13-9	Med. Dense	2.0	FC DK BR SAND AND FC GRAVEL, little silt and ash-fill
	11						
	13						
	29						
	34						
	8	5-6.5	D-2	26-29-21	Dense		FC DK BR SAND AND FC GRAVEL, some silt
	24						
	37						
	57					9.8	
10	47						
		10-11.5	D-3	15-33-37	Very Dense		FC LT BR SAND AND FC GRAVEL, trace of silt
	5						
	18						
	19					14.0	
	9						
	5	15-16.5	D-4	Wt of Ham	Very Loose		F DK GREY SAND and silt
	6						
	8						
	9						
20	6						
	10	20-21.5	D-5	1-1-1			
	10						
	11						
	12						
	12				Med.	25.5	
		25-26.5	D-6	7-11-13	Dense	26.5	FC LT BR SAND, LITTLE FC GRAVEL, little silt
30							
							Depth of Boring - 26.5'
40							

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GROUND SURFACE TO ____ FT. USED ____ CASING: THEN ____ HOLE NO. B-1

Type of Sample
D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used
trace 0 to 10%
little 11 to 20%
some 21 to 35%
and 36 to 50%

Penetration Resistance
140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
0-4	Very Loose	0-2	Very Soft
5-9	Loose	3-4	Soft
10-29	Med. Dense	5-8	M/Stiff
30-49	Dense	9-15	Stiff
50 +	Very Dense	16-30	V-Stiff
		31 +	Hard

Summary
26.5'
Earth Boring
Rock Coring D-6
Samples

W-21

HAMMER

CASING: WT. 300 FALL 24

SAMPLER: WT. 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Matrix Construction Co.

PROJECT: Allendale Mill

SHEET 1 OF 1

LOCATION No. Prov.

HOLE NO. B-2

LINE & STA.

OFFSET

INSPECTOR:

DRILLER: R. Cook Jr.

HELPER: D. Adams

SAMPLER I. D. 1 3/8"

CASING I. D. 2 1/2"

ALLSTATE NO. W-155

DATE, START 07/11/86

DATE, FINISH: 07/11/86

GROUND ELEVATION

GROUND WATER DEPTH 6.5'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO / DEPTHS ELEV FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST / MOISTURE	PROFILE CHANGE DEPTH ELEV	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR GRADATION, TYPE OF SOIL ETC; ROCK-COLOR TYPE CONDITION, HARDNESS, DRILLING TIME, SEAMS ETC)
0	3	0-1.5	D-1	29-10-9		0.1	ASPHALT
	7				Med. Dense		FC DK BR-BLACK SAND AND FC GRAVEL, some silt and ash, brick and rubble -fill
	23						
	18						
	14					5.5	
	7	5-6.5	D-2	41-51-37	Very Dense		FC DK BR SAND AND FC GRAVEL, some silt
	21						
	82						
	95					9.0	
10	56						FC LT BR SAND, TRACE OF F GRAVEL, trace of silt
		10-11.5	D-3	12-15-10	Med. Dense		
	3						
	5						
	8						
	7						
	3	15-16.5	D-4	1-4-10	Loose		FC LT BR SAND, some silt
	7						
	10						
	12						
20	9						
	6	20-21.5	D-5	5-7-12	Med. Dense		FC LT BR SAND, some silt
	8						
	11						
	11					24.5	
	15						
		25-26.5	D-6	6-7-5	Med. Dense	26.5	FC LT BR SAND, SOME FM GRAVEL, trace of silt
30							Depth of Boring - 26.5'
40							

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GROUND SURFACE TO FT. USED CASING: THEN HOLE NO. B-2

Type of Sample: D=Dry C=Cored W=Washed; UP=Undisturbed Piston; TP=Test Pit A=Auger; US=Undisturbed Shelby; V=Vane Test

Proportions Used: trace 0 to 10%; little 11 to 20%; some 21 to 35%; and 36 to 50%

Penetration Resistance, 140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
	0-4	0-2	Very Soft
Very Loose	5-9	3-4	Soft
Loose	10-29	5-8	M/Stiff
Med. Dense	30-49	9-15	Stiff
Dense	50 +	16-30	V-Stiff
Very Dense		31 +	Hard

Summary 26.5'

Earth Boring

Rock Coring D-6

Samples

W-21

HAMMER

CASING: WT. 300 FALL 24

SAMPLER: WT. 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Matrix Construction Co.

PROJECT: Allendale Mill

SHEET 1 OF 1

LOCATION No. Prov.

HOLE NO. B-3

LINE & STA.

OFFSET

INSPECTOR:

DRILLER: R. Cook Jr.

HELPER: D. Adams

SAMPLER I. D. 1 3/8"

CASING I. D. 2 1/2"

ALLSTATE NO. W-155

DATE, START: 07/09/86

DATE, FINISH: 07/09/86

GROUND ELEVATION

GROUND WATER DEPTH 6.5'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO / DEPTHS ELEV FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST / MOISTURE	PROFILE CHANGE DEPTH ELEV	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC; ROCK-COLOR, TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS, ETC)
0	1	0-1.5	D-1	10-14-9		0.1	ASPHALT
	3				Med. Dense to Loose		FC LT DK SAND AND FC GRAVEL, little silt-fill
	5						
	9						
	6					5.5	
	3	5-6.5	D-2	8-15-18			
	15				Dense		FC DK BR SAND AND FC GRAVEL, some silt
	41						
	53						
10	47						
	3	10-11.5	D-3	49-23-25			
	16						
	37						
	59						
	200					15.0	
20							Depth of Boring - 15.0'
							Note: Casing broke, unable to sample at 15.0'
30							
40							

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GROUND SURFACE TO FT. USED CASING: THEN HOLE NO. B-3

Summary
Earth Boring 15.0'
Rock Coring
Samples D-3

Type of Sample
D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used

trace	0 to 10%
little	11 to 20%
some	21 to 35%
and	36 to 50%

Penetration Resistance
140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density			Cohesive Consistency	
		0-4	0-2	Very Soft
	Very Loose	5-9	3-4	Soft
	Loose	10-29	5-8	M/Stiff
Med.	Dense	30-49	9-15	Stiff
	Dense	50 +	16-30	V-Stiff
Very	Dense		31 +	Hard

W-21

HAMMER

CASING: WT. 300 FALL 24

SAMPLER: WT. 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Matrix Construction Co.

PROJECT: Allendale Mill

SHEET 1 OF 1

LOCATION No. Prov.

HOLE NO. B-4

LINE & STA.

OFFSET

INSPECTOR:

DRILLER: R. Cook Jr.

HELPER: D. Adams

SAMPLER I. D. 1 3/8"

CASING I. D. 2 1/2"

ALLSTATE NO. W-155

DATE, START: 07/10/86

DATE, FINISH: 07/10/86

GROUND ELEVATION

GROUND WATER DEPTH 10.0'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO / DEPTHS ELEV FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST / MOISTURE	PROFILE CHANGE DEPTH ELEV	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC; ROCK-COLOR, TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS ETC)
0	2	0-1.5	D-1	3-5-4	Loose		FC DK BR-BLACK SAND AND FC GRAVEL some silt and ash-fill
	5						
	8						
	11						
	7						
	1	5-6.5	D-2	7-8-20		6.0	
	2				Med. Dense		FC DK BR SAND AND FC GRAVEL, some silt
	113						
	5						
10	21						
	11	10-11.5	D-3	20-12-8			
	15					12.0	
	23						
	47				Very Dense		FC LT BR SAND AND FC GRAVEL, little silt
	51						
	11	15-16.5	D-4	83-97-120		16.7	
	200						
20							Refusal on Casing 300# Ham 200 blows/8"
							Depth of Boring - 16.7'
30							
40							

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GROUND SURFACE TO FT. USED CASING: THEN HOLE NO. B-4

Type of Sample
D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used

trace	0 to 10%	0-4
little	11 to 20%	5-9
some	21 to 35%	10-29
and	36 to 50%	30-49
		50 +

Penetration Resistance
140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
Very Loose		0-2	Very Soft
Loose		3-4	Soft
Med. Dense		5-8	M/Stiff
Dense		9-15	Stiff
Very Dense		16-30	V-Stiff
		31 +	Hard

Summary
Earth Boring 16.7'
Rock Coring
Samples D-4

W-21

HAMMER

CASING: WT. 300 FALL 24

SAMPLER: WT. 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Matrix Construction Co.

PROJECT: Allendale Mill

SHEET 1 OF 1

LOCATION No. Prov.

HOLE NO. B-5

LINE & STA.

OFFSET

INSPECTOR:

DRILLER: R. Cook Jr.

HELPER: D. Adams

SAMPLER I. D. 1 3/8"

CASING I. D. 2 1/2"

ALLSTATE NO. W-155

DATE, START: 07/10/86

DATE, FINISH: 07/10/86

GROUND ELEVATION

GROUND WATER DEPTH 12.2'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO / DEPTHS ELEV FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST / MOISTURE	PROFILE CHANGE DEPTH ELEV	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC; ROCK-COLOR, TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS, ETC)
0	1	0-1.5	D-1	3-4-3		1.0	TOPSOIL
	3				Loose		FC DK BR SAND AND FC GRAVEL, little silt and brick fill
	5						
	9						
	11						
	1	5-6.5	D-2	3-3-5			
	8						
	9						
	16						
10	15						Brick fill
	1	10-11.5	D-3	10-4-2		11.2	
	5						
	8				Loose	13.0	TOPSOIL
	21						
	36						FC LT BR SAND AND FC GRAVEL, some silt
	7	15-16.5	D-4	33-49-51	Very Dense		
	28						
	61						
	41						
20	37						
		20-21.5	D-5	31-43-39		21.5	
							Depth of Boring - 21.5'
30							
40							

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GROUND SURFACE TO FT. USED CASING: THEN

HOLE NO. B-5

Summary
Earth Boring 21.5
Rock Coring
Samples D-5

Type of Sample
D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used

trace	0 to 10%	0-4
little	11 to 20%	5-9
some	21 to 35%	10-29
and	36 to 50%	30-49
		50 +

Penetration Resistance
140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
Very	Loose	0-2	Very Soft
	Loose	3-4	Soft
Med.	Dense	5-8	M/Stiff
	Dense	9-15	Stiff
Very	Dense	16-30	V-Stiff
		31 +	Hard

W-21

HAMMER

CASING: WT. 300 FALL 24

SAMPLER: WT. 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Matrix Construction Co.

PROJECT: Allendale Mill

SHEET 1 OF 1

LOCATION No. Prov.

HOLE NO. B-6

LINE & STA.

OFFSET

INSPECTOR:

DRILLER: R. Cook Jr.

HELPER: D. Adams

SAMPLER I. D. 1 3/8"

CASING I. D. 2 1/2"

ALLSTATE NO. W-155

DATE, START: 07/09/86

DATE, FINISH: 07/09/86

GROUND ELEVATION

GROUND WATER DEPTH 7.2'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO / DEPTHS ELEV FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST / MOISTURE	PROFILE CHANGE DEPTH ELEV	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR, GRADATION, TYPE OF SOIL, ETC; ROCK-COLOR, TYPE, CONDITION, HARDNESS, DRILLING TIME, SEAMS, ETC)
0	1	0-1.5	D-1	10-6-4		0.1	ASPHALT
	2				Loose		FC DK BR SAND AND FC GRAVEL, and silt and ash, brick-fill
	4						
	7						
	6						
	8	5-6.5	D-2	5-6-51		6.0	
	10				Med. Dense To Very Dense		FC LT BR SAND AND FC GRAVEL, some silt
	22						
	25						
10	27						
	10	10-11.5	D-3	49-51-43			
	35						
	80					13.2	
	200						
20							Refusal on Casing 300# Ham 200 blows/3"
							Depth of Boring - 13.2'
30							
40							

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MATRIX CONSTRUCTION

GROUND SURFACE TO FT. USED CASING: THEN

HOLE NO. B-6

Type of Sample
D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used

trace	0 to 10%
little	11 to 20%
some	21 to 35%
and	36 to 50%

Penetration Resistance
140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density			Cohesive Consistency	
0-4	Very	Loose	0-2	Very Soft
5-9		Loose	3-4	Soft
10-29	Med.	Dense	5-8	M/Stiff
30-49		Dense	9-15	Stiff
50 +	Very	Dense	16-30	V-Stiff
			31 +	Hard

Summary
Earth Boring 13.2'
Rock Coring
Samples D-3

W-21

HAMMER

CASING: WT. 300 FALL 24

SAMPLER: WT. 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Matrix Construction Co.

PROJECT: Allendale Mill

SHEET 1 OF 1

LOCATION No. Prov.

HOLE NO. B-7

LINE & STA.

OFFSET

INSPECTOR:

DRILLER: R. Cook Jr.

HELPER: D. Adams

SAMPLER I. D. 1 3/8"

CASING I. D. 2 1/2"

ALLSTATE NO. W-155

DATE, START 07/10/86

DATE, FINISH: 07/10/86

GROUND ELEVATION

GROUND WATER DEPTH 9.0'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO DEPTHS / ELEV FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST / MOISTURE	PROFILE CHANGE DEPTH / ELEV	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR GRADATION TYPE OF SOIL ETC ROCK-COLOR TYPE CONDITION HARDNESS, DRILLING TIME SEAMS ETC)
0	1	0-1.5	D-1	9-6-10	Med. Dense		FC DK BR SAND AND FC GRAVEL, some silt and brick, ash, cinder and mortar-rubble fill
	2						
	5						
	6						
	4						
	1	5-6.5	D-2	3-3-3	Loose		
	6						
	8						
	5						
10	4						
	1	10-11.5	D-3	1-1-9	Very Loose	11.0	
	7						
	35				Dense	13.2	FC DK BR SAND AND FC GRAVEL, some silt
	50						
	50				Very Dense	15.7	FC LT BR SAND AND FC GRAVEL, little silt
	200	15-15.7	D-4	31-120/2"			
20							Refusal on Sample Spoon 140 # Ham 120 blows/2"
							Probe O.E. 300# Ham refusal 200 blows/8"
							Depth of Boring - 15.7'
30							
40							

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GROUND SURFACE TO FT. USED CASING: THEN

HOLE NO. B-7

Summary

Earth Boring 15.7'

Rock Coring

Samples D-4

Type of Sample

D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used

trace	0 to 10%	0-4
little	11 to 20%	5-9
some	21 to 35%	10-29
and	36 to 50%	30-49
		50 +

Penetration Resistance
140 lb. Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
Very	Loose	0-2	Very Soft
	Loose	3-4	Soft
Med.	Dense	5-8	M/Stiff
	Dense	9-15	Stiff
Very	Dense	16-30	V-Stiff
		31 +	Hard

W-21

HAMMER

CASING: WT. 300 FALL 24

SAMPLER: WT. 140 FALL 30

Allstate Drilling Co.

PROVIDENCE, R. I. 02915

CLIENT: Matrix Construction Co.

PROJECT: Allendale Mill

SHEET 1 OF 1

LOCATION No. Prov.

HOLE NO. B-8

LINE & STA.

OFFSET

INSPECTOR:

DRILLER: R. Cook Jr.

HELPER: D. Adams

SAMPLER I. D. 1 3/8"

CASING I. D. 2 1/2"

ALLSTATE NO. W-155

DATE, START 07/09/86

DATE, FINISH: 07/09/86

GROUND ELEVATION

GROUND WATER DEPTH 6.3'

DEPTH BELOW SURFACE	CASING BLOWS PER FOOT	SAMPLE NO / DEPTHS ELEV FT	TYPE OF SAMPLE	PENETRATION BLOWS PER 6 INCHES	DENSITY OR CONSIST / MOISTURE	PROFILE CHANGE DEPTH ELEV	FIELD IDENTIFICATION OF SOILS, REMARKS (REMARKS INCLUDE COLOR GRADATION TYPE OF SOIL ETC ROCK-COLOR TYPE CONDITION HARDNESS, DRILLING TIME, SEAMS ETC)
0	3	0-1.5	D-1	28-9-7		0.1	ASPHALT
	5				Med. Dense		FC LT DK BR SAND AND FC GRAVEL, little silt-fill
	9					3.0	
	5					3.5	TOPSOIL
	9					4.3	SUBSOIL
	5	5-6.5	D-2	29-32-44			
	22				Very Dense		FC DK BR SAND AND FC GRAVEL, some silt
	48						
	42						
10	39						
	4	10-11.5	D-3	26-39-33			
	24						
	35						
	62						
	37						
	8	15-16.5	D-4	25-23-21	Dense		
	20					17.5	
	31						
	35				Dense		FC LT BR SAND AND FC GRAVEL, little silt
20	36						
		20-21.5				21.5	
							Depth of Boring - 21.5'
30							
40							

RECEIVED
JUL 21 1986
MATRIX CONSTRUCT

GROUND SURFACE TO FT. USED CASING: THEN

HOLE NO. B-8

Summary
Earth Boring 21.5'
Rock Coring
Samples D-5

Type of Sample
D = Dry C = Cored W = Washed
UP = Undisturbed Piston
TP = Test Pit A = Auger
US = Undisturbed Shelby
V = Vane Test

Proportions Used

trace	0 to 10%	0-4
little	11 to 20%	5-9
some	21 to 35%	10-29
and	36 to 50%	30-49
		50 +

Penetration Resistance
140 lb Wt. falling 30" on 2" O.D. Sampler

Cohesionless Density		Cohesive Consistency	
Very	Loose	0-2	Very Soft
	Loose	3-4	Soft
Med.	Dense	5-8	M/Stiff
	Dense	9-15	Stiff
Very	Dense	16-30	V-Stiff
		31 +	Hard

S E A Consultants Inc.
Engineers/Architects

Project : Allendale Mill
North Providence, RI

Boring Log

Boring No. B-9
Ref. No. 422-8611

Contractor : Allstate Drilling Company
Engineer/Geologist : M.P. Clark
Boring Location : See Plan
Ground Surface Elev. : 88.5' ±
Water Level : 8.0'
Date : 11/21/86
Casing Size : 2 1/2" I.D. Casing
Sampler : 24" x 1 3/8" I.D. Split Spoon
Casing at : 20.0'

Depth (ft)	Sample No.	Pen (In) /Rec.	Depth (ft)	Blows/6"	Sample Description	Remarks	Stratum Description
0.5	S-1	24/24	0-2.0	20	2 inches asphalt over 6 inches miscellaneous fill (gravel, brick) over 6 inches brown, fine SAND, little medium sand with trace inorganic silt.		2 inches asphalt concrete over 6 inches miscellaneous fill over fine SAND, little medium sand with trace inorganic silt.
1 1.5				12			(2.0)
2 2.5				9			Very dense, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles nested throughout.
3 3.5				6			
4 4.5							
5 5.5	S-2	24/7	5.0-7.0	110	Very dense, brown , fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles.		
6 6.5				74			
7 7.5				104			
8 8.5				77			
9 9.5							
10 10.5	S-3	24/14	10.0-12.0	40	Very dense, brown, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles.		
11 11.5				24			
12 12.5				34			
13 13.5				33			
14 14.5							
15 15.5	S-4	24/6	15.0-17.0	17	Dense, brown, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles.		
16 16.5				19			
17 17.5				18			
18 18.5				25			
19 19.5							
20	S-5	24/10	20.0-22.0	26	See Page 2 for Description		See Page 2 for Description

Granular Soils		Cohesive Soils	
Blows/Ft.	Density	Blows/Ft.	Density
0-4	V.Loose	<2	V. Soft
4-10	Loose	2-4	Soft
10-30	M. Dense	4-8	M. Stiff
30-50	Dense	8-15	Stiff
>50	V. Dense	15-30	V. Stiff
		>30	Hard

Remarks:

Boring Log
Boring No. B-9
Ref. No. 422-8611

Information on this log is a compilation of subsurface conditions and soil or rock classifications obtained from the field as well as laboratory testing of samples. Strata have been interpreted by commonly accepted procedures. The stratum lines may be transitional and approximate. Water level measurements have been made in the open boreholes at the time and location indicated, and may vary with time, geologic condition or construction activity.

S E A Consultants Inc.
Engineers/Architects

Project : Allendale Mill
North Providence, RI

Boring Log

Boring No. B-9
Ref. No. 422-8611

Contractor : Allstate Drilling Company
Engineer/Geologist : M.P. Clark
Boring Location : See Plan
Ground Surface Elev. : 88.5' ±
Water Level : 8.0'
Date : 11/21/86
Casing Size : 2 1/2" I.D. Casing
Sampler : 24" x 1 3/8" I.D. Split Spoon
Casing at : 20.0'

Depth (ft)	Sample No.	Sample Pen (in) /Rec.	Sample Depth (ft)	Sample Blows/6"	Sample Description	Remarks	Stratum Description
20.5							
21				22	Brown, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles		Dense, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles.
21.5				24			
22				20	Bottom of Exploration at 22.0'		
22.5							
23							
23.5							
24							
24.5							
25							
25.5							
26							
26.5							
27							
27.5							
28							
28.5							
29							
29.5							
30							
30.5							
31							
31.5							
32							
32.5							
33							
33.5							
34							
34.5							
35							
35.5							
36							
36.5							
37							
37.5							
38							
38.5							
39							
39.5							
40							

Granular Soils		Cohesive Soils	
Blows/Ft.	Density	Blows/Ft.	Density
0-4	V.Loose	<2	V. Soft
4-10	Loose	2-4	Soft
10-30	M. Dense	4-8	M. Stiff
30-50	Dense	8-15	Stiff
>50	V. Dense	15-30	V. Stiff
		>30	Hard

Remarks:

Boring Log
Boring No. B-9
Ref. No. 422-8611

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S E A Consultants Inc.
Engineers/Architects

Project : Allendale Mill
Norht Providence, RI

Boring Log

Boring No. B-10
Ref. No. 4422-8611

Contractor : Allstate Drilling Company
Engineer/Geologist : M.P. Clark
Boring Location : See Plan
Ground Surface Elev. : 86.8' ±
Water Level : 5.5'
Date : 11/21/86
Casing Size : 2 1/2" I.D. Casing
Sampler : 24" x 1 3/8" I.D> Split Spoon
Casing at : 25'

Depth (ft)	Sample No.	Sample Pen (In) /Rec.	Sample Depth (ft)	Blows/6"	Sample Description	Remarks	Stratum Description
0.5	S-1	24/12	0-2.0	12	Dense, brown, fine to medium SAND and fine to coarse GRAVEL with numerous cobbles.		Dense, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numeorus cobbles.
1 1.5				6			
				13			
2 2.5				20			
3 3.5							
4 4.5							
5 5.5	S-2	24/14	5.0-7.0	56	7 inches very dense, brown to grey, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles over 7 inches, very dense, brown, fine to coarse sand.		(6.0) Very dense, fine to coarse SAND, occasional layers with some fine to coarse gravel and occasional cobbles.
6 6.5				12			
				47			
7 7.5				79			
8 8.5							
9 9.5							
10 10.5	S-3	25/15	10.0-12.0	27	Very dense, brown fine to coarse SAND, some fine to coarse gravel with occasional cobbles		
11 11.5				22			
				25			
12 12.5				35			
13 13.5							
14 14.5							
15 15.5	S-4	24/20	15.0-17.0	4	6 inches loose, brown fine to coarse SAND, over 12 inches very loose, grey, silty fine to medium SAND with layer of clayey fine sand at bottom, over 2 inches brown, fine to coarse SAND.		(15.5) Very loose, silty fine to medium SAND with layer of clayey fine sand at bottom.
16 16.5				1			(16.5) Medium dense, fine to coarse SAND.
				1			
17 17.5				6			
18 18.5							
19 19.5							
20	S-5	24/6	20.0-22.0	21	See Page 2 for Description		See Page 2 for Description

Granular Soils		Cohesive Soils	
Blows/Ft.	Density	Blows/Ft.	Density
0-4	V.Loose	<2	V. Soft
4-10	Loose	2-4	Soft
10-30	M. Dense	4-8	M. Stiff
30-50	Dense	8-15	Stiff
>50	V. Dense	15-30	V. Stiff
		>30	Hard

Remarks:

Boring Log
Boring No. B-10
Ref. No. 4422-8611

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S E A Consultants Inc.
Engineers/Architects

Project : Allendale Mill
Norht Providence, RI

Boring Log

Boring No. B-10
Ref. No. 4422-8611

Contractor : Allstate Drilling Company
Engineer/Geologist : M.P. Clark
Boring Location : See Plan
Ground Surface Elev. : 86.8' ±
Water Level : 5.5'
Date : 11/21/86
Casing Size : 2 1/2" I.D. Casing
Sampler : 24" x 1 3/8" I.D> Split Spoon
Casing at : 25'

Depth (ft)	Sample No.	Sample Pen (in) /Rec.	Sample Depth (ft)	Sample Blows/6"	Sample Description	Remarks	Stratum Description
20.5							
21				12	Medium dense, brown, fine SAND, little medium sand		Medium dense, fine to medium SAND, with trace fine gravel and occasional cobbles below 26.5'.
21.5				9			
22				7			
22.5							
23							
23.5							
24							
24.5							
25							
25.5	S-6	24/22	25.0-27.0	9	Medium dense, brown, fine to medium SAND, last 4 inches with trace fine gravel and occasional cobbles.		
26				7			
26.5				11			
27				7			
27.5					Bottom of Exploration at 27.0'		
28							
28.5							
29							
29.5							
30							
30.5							
31							
31.5							
32							
32.5							
33							
33.5							
34							
34.5							
35							
35.5							
36							
36.5							
37							
37.5							
38							
38.5							
39							
39.5							
40							

Granular Soils		Cohesive Soils	
Blows/Ft.	Density	Blows/Ft.	Density
0-4	V.Loose	<2	V. Soft
4-10	Loose	2-4	Soft
10-30	M. Dense	4-8	M. Stiff
30-50	Dense	8-15	Stiff
>50	V. Dense	15-30	V. Stiff
		>30	Hard

Remarks:

Boring Log
Boring No. B-10
Ref. No. 4422-8611

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S E A Consultants Inc.
Engineers/Architects

Project : Allendale Mill
North Providence, RI

Boring Log

Boring No. B-11
Ref. No. 422-8611

Contractor : Allstate Drilling Company
Engineer/Geologist : M.P. Clark
Boring Location : See Plan
Ground Surface Elev. : 87.0' ±
Water Level : 5.0'
Date : 11/21/86
Casing Size : 2 1/2" I.D. Casing
Sampler : 24" x 1 3/8" I.D. Split Spoon
Casing at : 20.0'

Depth (ft)	Sample No.	Sample Pen (In) /Rec.	Sample Depth (ft)	Sample Blows/6"	Sample Description	Remarks	Stratum Description
0.5	S-1	24/12	0-2.0	9	Loose, miscellaneous fill (cinder, ash)		Loose, miscellaneous fill (cinder, ash)
1 1.5				3			
				5			
2 2.5				3			
3 3.5							
4 4.5							
5 5.5	S-2	24/6	5.0-7.0	3	Loose, brown, fine to medium SAND, little silt and fine gravel.		(5.0) Loose, fine to medium SAND, with little silt and fine gravel.
6 6.5				2			
				1			
7 7.5				7			(7.0) Very dense to medium dense, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with occasional cobbles.
8 8.5							
9 9.5							
10 10.5	S-3	24/15	10.0-12.0	29	Very dense, brown, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with occasional cobbles.		
				27			
11 11.5				40			
				32			
12 12.5							
13 13.5							
14 14.5							
15 15.5	S-4	24/7	15.0-17.0	11	Medium dense, brown, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with occasional cobbles.		
				11			
16 16.5				11			
				10			
17 17.5							
18 18.5							
19 19.5							
20	S-5	24/10	20.0-22.0	15	See Page 2 for Description		See Page 2 for Description

Granular Soils		Cohesive Soils	
Blows/Ft.	Density	Blows/Ft.	Density
0-4	V.Loose	<2	V. Soft
4-10	Loose	2-4	Soft
10-30	M. Dense	4-8	M. Stiff
30-50	Dense	8-15	Stiff
>50	V. Dense	15-30	V. Stiff
		>30	Hard

Remarks:

Boring Log
Boring No. B-11
Ref. No. 422-8611

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S E A Consultants Inc.
Engineers/Architects

Project : Allendale Mill
North Providence, RI

Boring Log

Boring No. B-11
Ref. No. 422-8611

Contractor : Allstate Drilling Company
Engineer/Geologist : M.P. Clark
Boring Location : See Plan
Ground Surface Elev. : 87.0' ±
Water Level : 5.0'
Date : 11/21/86
Casing Size : 2 1/2" I.D. Casing
Sampler : 24" x 1 3/8" I.D. Split Spoon
Casing at : 20.0'

Depth (ft)	Sample No.	Sample Pen (In) /Rec.	Sample Depth (ft)	Sample Blows/6"	Sample Description	Remarks	Stratum Description
20.5							
21				23	Very dense, fine to coarse SAND and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles.		Very dense, fine to coarse sand and fine to coarse GRAVEL, trace inorganic silt with numerous cobbles.
21.5				105			
22				42			
22.5					Bottom of Exploration at 22.0'		
23							
23.5							
24							
24.5							
25							
25.5							
26							
26.5							
27							
27.5							
28							
28.5							
29							
29.5							
30							
30.5							
31							
31.5							
32							
32.5							
33							
33.5							
34							
34.5							
35							
35.5							
36							
36.5							
37							
37.5							
38							
38.5							
39							
39.5							
40							

Granular Soils		Cohesive Soils	
Blows/Ft.	Density	Blows/Ft.	Density
0-4	V.Loose	<2	V. Soft
4-10	Loose	2-4	Soft
10-30	M. Dense	4-8	M. Stiff
30-50	Dense	8-15	Stiff
>50	V. Dense	15-30	V. Stiff
		>30	Hard

Remarks:

Boring Log
Boring No. B-11
Ref. No. 422-8611

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TEST PIT FIELD LOG

S E A Consultants Inc.

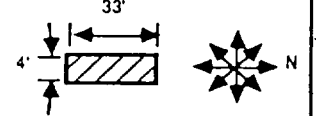
PROJECT: Allendale Mill
LOCATION: North Providence
TEST PIT NO.: TP-1
DATE: 12/4/86

GROUND ELEVATION: 90.0 ±
LOG PREPARED BY: M.P. Clark
CONTRACTOR: D. Pepper
EQUIPMENT: Case 580 E
WEATHER: Sunny, windy, 40°

DEPTH	STRATA CHANGE	SOIL DESCRIPTION	EXCAV. EFFORT	BOULD. COUNT	REMARK NO.
1'		2 inches asphalt concrete over borwn, fine to medium SAND and fine to coarse GRAVEL, with some cobbles.	E-M		
2'	1.0	Miscellaneous fill consisting ofbrick, gravel, and cinders	E		
3'	2.0	Brown, fine to medium SAND, some fine gravel, trace inorganic silt with some cobbles and few boulders.	E-M	A	1
4'					5
5'					
6'					
7'					
8'					
9'					
10'	9.5	Bottom of Exploration at 9.5'			
11'					
12'					
13'					
14'					

REMARKS:
(1) Stratum turns dark brown with numerous cobbles below 5.5'.
(2) Groundwater encountered at 8.0'
(3) Percolation test run from 3.0' to 4.0': Time - 10:30:03, 10:39:05, 10:51:41 Water Level - 10.5", 7.5", 4.5"
(4) Could not locate the sewer pipe.
(5) Stratum appeared medium dense .

TEST PIT PLAN



VOLUME = cu. yd.

LEGEND:

BOULDER SIZE RANGE CLASSIFICATION	COUNT LETTER DESIGNATION
6" - 18"	A
18" - 36"	B
36" and larger	C

PROPORTIONS USED

TRACE	0 - 10%
LITTLE	10 - 20%
SOME	20 - 35%
AND	35 - 50%

GROUNDWATER
▼ Observed Groundwater

EXCAVATION EFFORT
E - EASY
M - MODERATE
D - DIFFICULT

TEST PIT FIELD LOG

S E A Consultants Inc.

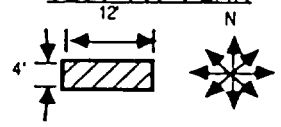
PROJECT: Allendale Mill
LOCATION: North Providence
TEST PIT NO.: TP-2
DATE: 12/4/86

GROUND ELEVATION: 87.0±
LOG PREPARED BY: M.P. Clark
CONTRACTOR: D. Pepper
EQUIPMENT: Case 580 E
WEATHER: Sunny, windy, 40°

DEPTH	STRATA CHANGE	SOIL DESCRIPTION	EXCAV. EFFORT	BOULD. COUNT	REMARK NO.
1'		Black, fine to medium SAND mixed with miscellaneous REFUSE consisting of metal, glass, brick, rubber tires, etc.	E-M		
2'					
3'	3.0	Brown, medium to coarse SAND and fine to coarse GRAVEL with numerous cobbles and boulders.	E-M	A	3
4'					
5'					
6'					
7'					
8'	8.0	Bottom of Exploration at 8.0'			
9'					
10'					
11'					
12'					
13'					
14'					

REMARKS:
(1) Groundwater encountered at 5.5'.
(2) Percolation test run from 3.5' to 4.5' : Time - 11:57:59, 11:59:17, 12:01:10 Water Level - 9.5", 6.5", 3.5"
(3) Stratum appeared medium dense.

TEST PIT PLAN



VOLUME = cu. yd.

LEGEND:

BOULDER SIZE RANGE CLASSIFICATION	COUNT LETTER DESIGNATION
6" - 18"	A
18" - 36"	B
36" and larger	C

PROPORTIONS USED

TRACE	0 - 10%
LITTLE	10 - 20%
SOME	20 - 35%
AND	35 - 50%

GROUNDWATER
▼ Observed Groundwater

EXCAVATION EFFORT
E - EASY
M - MODERATE
D - DIFFICULT

TEST PIT FIELD LOG

S E A Consultants Inc.

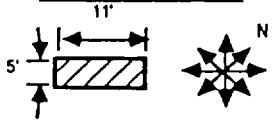
PROJECT: Allendale Mill
LOCATION: North Providence
TEST PIT NO.: TP-3
DATE: 12/4/86

GROUND ELEVATION: 96.0±
LOG PREPARED BY: M.P. Clark
CONTRACTOR: D. Pepper
EQUIPMENT: Case 580 E
WEATHER: Sunny, windy, 40°

DEPTH	STRATA CHANGE	SOIL DESCRIPTION	EXCAV. EFFORT	BOULD. COUNT	REMARK NO.
1'		Miscellaneous FILL consisting of gravel, cinders and cobbles	E		
2'	1.5	Bricks and cinders	E		
3'					
4'					
5'	4.0	Fine to medium SAND and fine to coarse GRAVEL with numerous cobbles	E		
6'	5.0	Cinders and ash.	E		3
7'					
8'					
9'					
10'	9.0	Bottom of Exploration at 9.0'			
11'					
12'					
13'					
14'					

REMARKS:
(1) No groundwater encountered.
(2) No percolation test performed.
(3) Stratum appeared very loose to loose.

TEST PIT PLAN



VOLUME = cu. yd.

LEGEND:

BOULDER SIZE RANGE CLASSIFICATION	COUNT LETTER DESIGNATION
6" - 18"	A
18" - 36"	B
36" and larger	C

PROPORTIONS USED

TRACE	0 - 10%
LITTLE	10 - 20%
SOME	20 - 35%
AND	35 - 50%

GROUNDWATER
▼ Observed Groundwater

EXCAVATION EFFORT
E - EASY
M - MODERATE
D - DIFFICULT

TEST PIT FIELD LOG

S E A Consultants Inc.

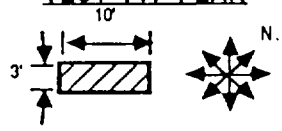
PROJECT: Allendale Mill
LOCATION: North Providence
TEST PIT NO.: TP-4
DATE: 12/4/86

GROUND ELEVATION: 87.5 ±
LOG PREPARED BY: M.P. Clark
CONTRACTOR: D. Pepper
EQUIPMENT: Case 580 E
WEATHER: Sunny, windy, 40°

DEPTH	STRATA CHANGE	SOIL DESCRIPTION	EXCAV. EFFORT	BOULD. COUNT	REMARK NO.
1'		6 inches topsoil with matted roots over brown, medium to coarse SAND, some fine sand and fine to coarse gravel with some cobbles and few boulders	E	A	
2'	2.0	Dark brown, fine to coarse SAND, some fine gravel, trace inorganic silt with occasional cobbles.	E		1
3'					
4'					
5'					
6'					
7'	6.5	Bottom of Exploration at 6.5'			
8'					
9'					
10'					
11'					
12'					
13'					
14'					

REMARKS:
(1) Roots noted in this layer.
(2) Groundwater encountered at 4.5'.
(3) Percolation test run from 2.5' to 3.5' : Time - 1:18:20, 1:48:18, 2:21:12 Water Level - 13.0", 10.0", 7.0"
(4) Soil in which precolation test was run was moist.

TEST PIT PLAN



VOLUME = cu. yd.

LEGEND:

BOULDER SIZE RANGE CLASSIFICATION	COUNT LETTER DESIGNATION
6" - 18"	A
18" - 36"	B
36" and larger	C

PROPORTIONS USED

TRACE	0 - 10%
LITTLE	10 - 20%
SOME	20 - 35%
AND	35 - 50%

GROUNDWATER
▼ Observed Groundwater

EXCAVATION EFFORT
E - EASY
M - MODERATE
D - DIFFICULT

TEST PIT FIELD LOG

S E A Consultants Inc.

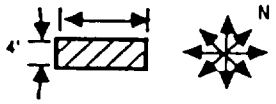
PROJECT: Allendale Mill
LOCATION: North Providence
TEST PIT NO.: TP-5
DATE: 12/4/86

GROUND ELEVATION: 87.5 ±
LOG PREPARED BY: M.P. Clark
CONTRACTOR: D. Pepper
EQUIPMENT: Case 580 E
WEATHER: Sunny, Windy, 40°

DEPTH	STRATA CHANGE	SOIL DESCRIPTION	EXCAV. EFFORT	BOULD. COUNT	REMARK NO.
1'		2 inches asphalt concrete iver brown, fine to coarse SAND and fine to coarse GRAVEL with numerous cobbles and boulders nested throughout.	E-M	A	2
2'					
3'					
4'					
5'					
6'					
7'					
8'	7.5	Bottom of Exploration at 7.5'			
9'					
10'					
11'					
12'					
13'					
14'					

REMARKS:
(1) Groundwater encountered at 5.5'.
(2) Soil appeared medium dense.
(3) Percolation Test run from 1.5' to 2.5' : Time - 2:40:10, 2:42:05, 2:44:45 Water Level - 9.5", 6.5", 3.5"

TEST PIT PLAN



VOLUME = cu. yd.

LEGEND:

BOULDER SIZE RANGE CLASSIFICATION	COUNT LETTER DESIGNATION
6" - 18"	A
18" - 36"	B
36" and larger	C

PROPORTIONS USED

TRACE	0 - 10%
LITTLE	10 - 20%
SOME	20 - 35%
AND	35 - 50%

GROUNDWATER
▼ Observed Groundwater

EXCAVATION EFFORT
E - EASY
M - MODERATE
D - DIFFICULT

TEST PIT FIELD LOG

S E A Consultants Inc.

PROJECT: Allendale Mill

LOCATION: North Providence

TEST PIT NO.: TP-6

DATE: 12/4/86

GROUND ELEVATION: 86.5±

LOG PREPARED BY: M.P. Clark

CONTRACTOR: D. Pepper

EQUIPMENT: Case 580 E

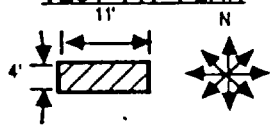
WEATHER: Sunny, windy, 40°

DEPTH	STRATA CHANGE	SOIL DESCRIPTION	EXCAV. EFFORT	BOULD. COUNT	REMARK NO.
1'		2 inches asphalt concrete over brown, fine to coarse SAND and fine to coarse GRAVEL with numerous cobbles, few boulders.	E	-	1
2'					
3'					
4'					
5'					
6'					
7'	6.5	Bottom of Exploration at 6.5'			
8'					
9'					
10'					
11'					
12'					
13'					
14'					

REMARKS:

(1) Roots noted in top 2.5'.
(2) Groundwater noted at 5.0'.
(3) Percolation test run from 2.0' to 3.0' : Time - 3:24:30, 3:25:21, 3:26:50 Water Level - 9.0", 6.0", 3.0"

TEST PIT PLAN



VOLUME = cu. yd.

LEGEND:

BOULDER SIZE RANGE CLASSIFICATION	COUNT LETTER DESIGNATION
6" - 18"	A
18" - 36"	B
36" and larger	C

PROPORTIONS USED

TRACE	0 - 10%
LITTLE	10 - 20%
SOME	20 - 35%
AND	35 - 50%

GROUNDWATER

▼ Observed Groundwater

EXCAVATION EFFORT

E - EASY
M - MODERATE
D - DIFFICULT

B. DAMS SECTION APPLICATION

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DAMS AND RESERVOIRS

R.I. DAM # 133

NAME OF IMPOUNDED BODY OF WATER:
Allendale POnd
Woonasquatucket River

APPLICATION FOR THE APPROVAL OF PLANS AND SPECIFICATIONS
(to be submitted in duplicate)

DATE 12-16-86

Chief of the Division of Land Resources
75 Davis Street, Room 209
Providence, Rhode Island 02908

Dear sir:

The undersigned cordially requests the review and approval of the plans and specifications, herewith submitted, for the

_____ Modification/alteration of an existing dam. Such modification or alteration refers to any remedial construction as may directly effect the structural characteristics of the dam as determined by this Department.

__X__ Maintenance and/or superficial repair of an existing dam. (See Item E, page 3)

located in North Providence
(Name of City/Town)

on the Woonasquatucket River
(Name of river, stream or brook)

*** THE APPLICANT IS TO FILL IN THE FOLLOWING ITEMS ***

1. The water rights owner of the impounded body of water (if different from the property owner) is/will be:

Milestone Properties Corporation (Name) 257 Newbury St (Street Address)

Boston MA 02116 (City/Town & State) 617 536 8630 (Telephone)

2. Public access (if any) to subject impounded body of water is/will be allowed for _____ N/A
(Type of activity)

3. The owner of such public access (if different from the property owner) is/will be _____ _____ N/A
(Name) (Street Address)

_____ _____
(City/Town & State) (Telephone)

4. The current (or proposed) use of this impounded body of water XX/ will be recreation

5. Proposed remedial construction will begin on _____ N/A
(Date)
and end on _____ .
(Date)

6. The normal storage capacity of the pool XXXX/will not) be altered. If the normal storage capacity will be altered, state proposed change in volume to the nearest acre/foot: _____
(ALL COMPUTATIONS MUST BE VERIFIED BY A REGISTERED PROFESSIONAL ENGINEER.)

7. The maximum flow capacity of the spillway XXXX/will not) be altered. If the maximum flow capacity of the spillway will be altered, state proposed change in volume to the nearest cubic feet per second: _____ CFS.
(ALL COMPUTATIONS MUST BE VERIFIED BY A REGISTERED PROFESSIONAL ENGINEER.)

IN ADDITION TO THE ABOVE INFORMATION, THE APPLICANT MUST FURNISH WITH THIS APPLICATION ALL OF THE FOLLOWING:

A. A local map taken from a U.S Geological Survey topographical map (7.5 minute series) which shows the location of the dam.

B. Drawings showing: (if proposed work is a structural modification or alteration)

Details and specifications of proposed modifications or alteration.

A plat map showing the exterior property boundary lines of the subject plat(s) & lot(s) of the applicant.

The general location of abutting owner's property. (May be shown on the Plat Map).

The expected maximum and normal elevations (datum: Mean Sea Level) of the impoundment flow line.

All critical sections showing elevations (datum: Mean Sea Level) of the significant features shall include; minimum elevation of top of dike, elevation of pond (or channel) bottom at spillway, elevation of downstream channel bed at spillway, elevation of spillway crest, relative elevations of dike, etc.

C. A list of the names and addresses of owners abutting the applicant's property noted on the plat plan of the surrounding area (both upstream and downstream, if applicable).

D. Proof of the applicant's ownership of the property to be involved with the dam and its impoundment.

E. A twenty-five ($25.00) registration fee. NO FEE IS REQUIRED FOR PLANS SUBMITTED FOR MAINTENANCE OR SUPERFICIAL REPAIR. Make check payable to "RHODE ISLAND GENERAL TREASURER".

NOTE: The datum plane for all elevations is to be MEAN SEA LEVEL. All elevations are to be expressed to the nearest 1/10 foot. Drawings are to be reproducible (sepias preferred) and may range in size from a minimum of 8½ x 11 inches to a maximum of 24 x 36 inches. ALL PLANS SUBMITTED TO THE DIVISION OF LAND RESOURCES ARE REQUIRED BY SECTION 5-8-26 OF THE GENERAL LAWS OF 1956, AS AMMENDED, TO BE STAMPED WITH THE SEAL OF A REGISTERED PROFESSIONAL ENGINEER".

(OVER)

SECTION 46-19-2: "EVERY PERSON OWNING, MAINTAINING OR HAVING CONTROL OF ANY DAM OR RESERVOIR SHALL, UPON WRITTEN REQUEST THEREFOR, FURNISH TO THE DIRECTOR OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (FORMERLY THE DEPARTMENT OF NATURAL RESOURCES) AS FULL, TRUE AND PARTICULAR DESCRIPTION OF SUCH DAM OR RESERVOIR AS MAY BE PRACTICABLE; AND SHALL, AS SOON AS MAY BE AFTER SAID REQUEST, CAUSE TO BE MADE ALL SUCH NECESSARY SURVEYS, PLANS AND DRAWINGS THEREOF AS MAY BE REQUIRED BY THE SAID DIRECTOR."

SECTION 46-19-3: "NO DAM OR RESERVOIR SHALL BE CONSTRUCTED OR SUBSTANTIALLY ALTERED UNTIL PLANS AND SPECIFICATIONS OF THE PROPOSED WORK SHALL HAVE BEEN FILED WITH AND APPROVED BY THE SAID DIRECTOR."

CHAPTER 213 OF THE PUBLIC LAWS OF 1971 ESTABLISHES THE NEED FOR A PERMIT TO ALTER A WETLAND AND ALSO ESTABLISHES THE NEED FOR A FILING FEE AND DETAILS THAT EXPENDITURES FOR A PUBLIC HEARING BE BORNE BY THE APPLICANT.

(OWNER'S SIGNATURE)
Bergmyer Development

134 BEACH ST BOSTON MA
(STREET ADDRESS)

BOSTON MA
(CITY/TOWN & STATE)

617 542 1025
(TELEPHONE)

Applicant:

Milestone Properties Corp

DEVELOPER STATEMENT

GATES, LEIGHTON & ASSOCIATES, INCORPORATED
PLANNING · LANDSCAPE ARCHITECTURE · PARKS · PUBLIC SPACES

SUMMARY REPORT

A STATEMENT OF INTENTION OF THE DEVELOPER REGARDING R.I. DAM # 133 ON THE WOONASQUATUCKET RIVER, ALLENDALE MILL, NORTH PROVIDENCE, RHODE ISLAND

Our plans and specifications do not call for modifications and/or alterations of the existing dam or gates. Grades to the river bank will not be changed adjacent to the dam or gates.

The developer would like to perform any maintainance or superficial repairs necessary to keep the dam and gates in their presently sound condition. At this time, the only maintainance required may be the removal of selected vegetation near the dam. Our intent is to remove only those plants whose root systems may cause damage to the dam or gates. A meeting will be requested with the R.I. Dams Inspector on the site, to flag any plant material that should be removed. Those plants will be indicated on subsequent plans.

Additionally, the stone walls within the raceway are in need of repair. Plans indicate that those walls will be restored to their original condition. Lines and grades will not be changed. For this repair to happen, the raceway must be drained of water. Plans indicate that sand bags shall be carefully stacked against the raceway gates, on the pond, or uphill, side of the gates. The upper pond level will not be significantly changed, as the raceway generally holds only 6" of running water. Sand bags will be promptly removed when the stonewall repair work is completed.

1540 PAWTUCKET AVENUE · EAST PROVIDENCE · RHODE ISLAND · 02916 · 401-438-2071

OWNERSHIP DOCUMENTS

From the Office of:

STANDARD FORM
PURCHASE AND SALE AGREEMENT

This 18th day of August 19 86

1. PARTIES *(fill in)*

Bergmeyer Development Co.,

hereinafter called the SELLER, agrees to SELL and

Barry D. Libert or his nominee

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION *(fill in and include title reference)*

The property (sometimes referred to as the "Premises" or the "Property") known as the Allendale Mill, located at 494 Woonasquatucket Avenue, North Providence, Rhode Island, and the adjacent pond, known as the Allendale Pond, generally shown on Exhibit A hereto.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, ~~mantels, outside television antennas, fences, gates~~, trees, shrubs, plants, ~~and, if built in, air conditioning equipment, ventilators, garbage disposers, dishwashers, washing machines and driers; and~~

but excluding any of the foregoing that may lawfully be removed by tenants.

4. TITLE DEED *(fill in)*

Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER'S breach of SELLER'S covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient warranty deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

(a) Provisions of existing building and zoning laws and safety laws, ordinances and regulatic

~~(b) Existing rights and obligations in party walls which are not the subject of written agreement;~~

(b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;

(c) Any liens for municipal betterments assessed after the date of this agreement;

~~(d) Any other matter of which Buyer has notice and to which no objection is made pursuant to paragraph 36.~~

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE *(fill in); space is allowed to write out the amounts if desired (provide for payment by certified or Bank's Check acceptable to the SELLER, if required)*

The agreed purchase price for said premises is ONE MILLION FIVE HUNDRED THOUSAND ($1,500,000) dollars, of which

$ 75,000 have been paid as a deposit this day and

$ 1,425,000 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check.

$

$ 1,500,000 * TOTAL * (subject to adjustment pursuant to paragraph 35(b))

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GREATER BOSTON REAL ESTATE BOARD
All rights reserved. This form may not be copied or reproduced in

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED** *(fill in)*

Such deed is to be delivered at 10:00 o'clock A.M. on the 15th day of October, 1986* ~~XXXX~~ NA at the offices of Fine & Ambrogne, Exchange Place, Boston. It is agreed that time is of the essence of this agreement.

9. **POSSESSION and CONDITION of PREMISES.** *(attach a list of exceptions, if any)*

Full possession of said premises free of all tenants and occupants, and free of all loose debris ~~except as herein provided~~ is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, ~~and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof.~~ The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

* See Addendum 42

~~Subject to the provisions of paragraph 31(c) hereof.~~

10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** *(Change period of time if desired).*

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of ~~thirty~~ sixty (60) days.

11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the BUYER'S option, any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. **BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. **ACCEPTANCE OF DEED**

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. **USE OF PURCHASE MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. **INSURANCE** *(Insert amount (list additional types of insurance and amounts as agreed)*

Until the delivery of the deed, the SELLER shall maintain or cause to be maintained insurance on said premises as follows:

Type of Insurance	*Amount of Coverage*
(a) Fire	$ AS PRESENTLY INSURED (SELLER has been advised by the present owner that the Property is insured for $1,100,000)
(b) Extended coverage	
(c)	

16. ~~**ASSIGNMENT OF INSURANCE**~~ *(delete entire clause if insurance is not to be assigned)*

~~Unless otherwise notified in writing by the BUYER at least seven days prior to the time for delivery of the deed, and unless prevented from doing so by the refusal of the insurance company(s) involved to issue the same, the SELLER shall assign such insurance and deliver binders therefor in proper form to the BUYER at the time for performance of this agreement. In the event of refusal by the insurance company(s) to issue the same, the SELLER shall give notice thereof to the BUYER at least two business days before the time for performance of this agreement.~~

17. **ADJUSTMENTS** *(list operating expenses, if any, or attach schedule)*

~~Metered rents, mortgage interest, prepaid premiums on insurance if assigned as herein provided,~~ water and sewer use charges, ~~operating expenses (if any) according to the schedule attached hereto or set forth below,~~ and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents ~~for the current rental period shall be apportioned if and when collected by either party~~ shall be the property of SELLER.

18. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

19. **BROKER'S FEE** *(fill in fee with dollar amount or percentage; also name of Broker(s))*

~~A broker's fee for professional services of~~ ~~is due from the SELLER to~~

~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 22 hereof retains the deposits~~ made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the broker's fee for professional services ~~according to this agreement, whichever is the lesser.~~

20. **BROKER(S) WARRANTY** *(fill in name)*

~~The Broker(s) named herein~~ ~~warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts.~~

21. **DEPOSIT** *(fill in, or delete reference to broker(s) if SELLER holds deposit)*

~~All deposits made hereunder shall be held by the broker(s) SELLER'S attorneys, Fine & Ambrogne~~ subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement, provided however that in the event of any disagreement ~~between the parties~~ upon attorneys ~~pending written assent mutually given by the SELLER and the BUYER,~~ the broker(s) may retain said deposits

22. **BUYER'S DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing,~~ in lieu of any other remedies at law or in equity. In the event of a default by Seller, except as provided in paragraph 38, Buyer shall have all remedies available at law or in equity.

23. **SALE OF PERSONAL PROPERTY** *(fill in and attach list or delete entire clause)*

~~The BUYER agrees to buy from the SELLER the articles of personal property enumerated on the attached~~ list for the price of $ and the SELLER agrees to deliver to the BUYER upon delivery of the deed hereunder, a warranty bill of sale therefor on payment of said price. The provisions of this clause shall constitute an agreement ~~separate~~ and apart from the provisions herein contained with respect to the real estate, and any breach of the terms and conditions of this clause shall have no effect on ~~the performance of this agreement with respect to the real estate.~~

24. **RELEASE BY HUSBAND OR WIFE**

~~The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.~~

25. **BROKER AS PARTY**

~~The broker(s) named herein join(s) in this agreement and become(s) a party hereto insofar as any~~ provisions of this agreement expressly apply to him (them), and to any amendments or modifications of ~~such provisions to which he (they) agree(s) in writing.~~

26. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.**

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

27. **WARRANTIES AND REPRESENTATIONS** *(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made*

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement ~~or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):~~

28. **CONSTRUCTION OF AGREEMENT**
**delete "triplicate" and substitute "quadruplicate" if required.*

This instrument, executed in triplicate* _____ is to be construed as a ~~Massachusetts~~ Rhode Island contract, i to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon an enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrator successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obliga tions hereunder shall be joint and several. The captions and marginal notes are used only as a matter o convenience and are not to be considered a part of this agreement or to be used in determining the intent o the parties to it.

~~29. LEAD PAINT LAW~~

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age~~ resides in any residential premises in which any paint, plaster or other accessible material contains danger ous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so ~~as to make it inaccessible to children under six years of age.~~

30. **ADDITIONAL PROVISIONS**

The initialed riders, if any, attached hereto, are incorporated herein by reference.

BERGMEYER DEVELOPMENT CO.

_____
~~SELLER (or spouse)~~

_____
~~BUYER~~

_____
~~SELLER~~ BUYER - Barry D. Libert

_____
BUYER

_____
Broker(s)

EXTENSION

The time for the performance of the foregoing agreement is extended until _____ o'clock _____ M. on the _____ day of _____ 19___, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed. Date _____

This extension, executed in triplicate, _____ is intended to take effect as a sealed instrument.

_____
SELLER (or spouse)

_____
SELLER

_____
BUYER

_____
BUYER

_____
Broker(s)

ADDENDUM TO PURCHASE AND SALE AGREEMENT
AUGUST 18, 1986

31. BUYER acknowledges that BUYER has inspected the Property and such documentation and information as BUYER deems relevant to this transaction (including without limitation title, site and soil conditions, and survey matters) and BUYER has found the results of such inspections to be satisfactory ~~as of the date hereof~~ and the Property to be in compliance with Paragraph 4, subject to matter first arising after the date hereof.

32. SELLER hereby represents that SELLER has delivered to BUYER copies of all information in SELLER'S possession relative to the zoning status of the Property.

33. Each party hereby represents and warrants to the other that it has not dealt with any broker or agent in connection with this Agreement and each covenants to pay, hold harmless and indemnify the other from and against any and all costs, expense or liability for any compensation, commissions and charges claimed through it by any broker or agent with respect to this Agreement or the negotiation hereof or otherwise arising from a breach of the foregoing warranty. The representations, warranties and agreements contained in this clause shall survive the delivery of the deed.

34. Any notice given hereunder shall be deemed duly given when delivered to Federal Express or when posted for delivery by express, registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed, in the case of SELLER to:

Bergmeyer Development Co.
118 South Street
Boston, MA 02111

Attention: Douglas B. Okun

with a copy thereof to:

Stephen T. Langer, Esquire
Fine & Ambrogne
Exchange Place
Boston, MA 02109

and in the case of BUYER to:

Milestone Properties Corp.
257 Newbury Street
Boston, MA 02116

Attention: Barry D. Libert

with a copy to:

Terrence M. Finn, Esquire
Edwards & Angell
265 Franklin Street
Boston, MA 02110

35. (a) SELLER has arranged for an examination of title to the Premises the cost of which shall be borne equally by BUYER and SELLER, the results of which have been made available to the BUYER.

(b) BUYER expressly acknowledges that the Property is or may be subject to: (i) a right of way granted to John Mondillo and Rose M. Mondillo and to Victor Mondillo and Elizabeth Mondillo by deed dated July 15, 1954 and recorded with the Town of Johnston in Book 78, Page 408; and (ii) rights granted by Greystone Realty, Inc. to Mario M. Libutti by deed dated March 29, 1976 and recorded with the Town of North Providence in Book 135, Page 216. BUYER agrees to accept the Property subject to such rights and also agrees that such rights shall not constitute defects in the title for purposes of this Agreement. Notwithstanding the foregoing, BUYER and SELLER each agree to use all reasonable efforts between the date hereof and the date of performance to obtain a release or conveyance to BUYER by the owner(s) thereof of all right, title and interest in such rights of way. Any cost or expense incurred in obtaining such release or conveyance shall be borne equally by BUYER and SELLER, provided that in no event shall either BUYER or SELLER be obligated to expend more than [Sixty-two and 50/100] Dollars ($ 62,500.00) each pursuant to this paragraph 35(b). If, at the time of performance hereof, such release or conveyance has not been obtained, and if such claim of right of way have not been otherwise resolved to BUYER'S reasonable satisfaction, then the Purchase Price described in paragraph 7 hereof shall be reduced by [One Hundred Thirty Thousand] Dollars ($ 130,000.00).

36. This Agreement may be assigned or transferred without the express written consent of SELLER, but shall not be recorded. If BUYER records a copy of this Agreement or any other notice hereof, such recording shall, at SELLER'S option, constitute a default of BUYER hereunder, and SELLER shall have all rights set forth in Paragraph 22 of this Agreement.

37. SELLER represents and warrants that there exist no leases or written agreements with respect to the use or occupancy of the Premises which shall survive the delivery of the deed and SELLER further represents and warrants that it has made no oral agreements with respect to any occupancy of any portion of the Premises.

38. BUYER acknowledges that, as of the date hereof, SELLER does not hold record title to the Premises, but that SELLER has entered into an agreement to purchase the Premises. In the event that for any reason SELLER does not acquire title to the Premises on or before the date set forth herein for delivery of the deed (as the same may be extended as provided herein), the SELLER shall return to BUYER all deposits paid hereunder, and this Agreement shall terminate and be void and without further effect or recourse to either party hereunder. In the event that SELLER shall default in its obligation to purchase the Property (as opposed to being excused from its obligation to do so) then SELLER shall reimburse BUYER for all reasonable legal (other than title examination), engineering, and architectural costs actually incurred by BUYER which are directly related to this Agreement, provided that SELLER'S liability hereunder shall in no event exceed $15,000, and in addition, SELLER shall reimburse BUYER for BUYER'S share of the cost of preparing the survey or plot plan referred to in paragraph 31(d) and the cost of the title report referred to in paragraph 35.

39. BUYER shall have the right, from and after the date of this Agreement, to enter the Property for the purpose of inspecting the same and conducting such tests as BUYER shall deem reasonably necessary or appropriate, including inspections by BUYER'S architects, engineers and lender(s). BUYER shall give SELLER reasonable advance notice of the anticipated time at which such

inspections will be conducted, and BUYER shall pay, hold harmless and indemnify SELLER from and against any and all costs, expense or liability arising out of BUYER'S entry upon the Premises pursuant to this paragraph.

40. SELLER acknowledges that BUYER desires to purchase the asphalt plant and other property which BUYER believes is presently owned or controlled by Mario M. Libutti, which plant and property lie across the Allendale River from the Property. SELLER shall cooperate and assist BUYER, to the extent reasonable, in such purchase, provided that SELLER shall not be required to incur any expense or liability in connection therewith. BUYER acknowledges that SELLER has made no representation as to the availability for sale of such asphalt plant.

41. All deposits made by BUYER hereunder shall be held in escrow in an interest bearing money market account by Fine & Ambrogne, attorneys for SELLER (the "Escrow Agent") subject to the terms of this Agreement. Interest, if any, earned on such deposits shall be payable to SELLER unless BUYER shall be entitled to a return of such deposits pursuant to the terms hereof in which case such interest shall be payable to BUYER. In the event of any dispute between the parties regarding the disposition of the deposit, the Escrow Agent shall be authorized to pay over the amount of the deposit only upon receipt of either (a) a letter signed by both SELLER and BUYER directing the disposition of such deposit or (b) an order of a court of competent jurisdiction directing disposition thereof. BUYER and SELLER shall indemnify and hold the Escrow Agent harmless from any and all claims, liabilities, costs or expenses (including legal fees) which may arise out of its serving as Escrow Agent except for claims arising out of its willful misconduct.

42. Notwithstanding the provisions of paragraph 8 of the Agreement to which this Addendum is attached, BUYER shall, as hereinafter provided, have the right to extend the time for performance: (i) for up to thirty (30) days after the date set forth in paragraph 8 (the "First Extension"); (ii) until any day designated by BUYER up to and including November 30, 1986 (the "Second Extension") in the event that BUYER has extended the time for performance for the First Extension; and (iii) until January 5, 1987 (the "Third Extension")

in the event that BUYER has extended the time for performance for the First and Second Extensions. BUYER may so extend such time by giving SELLER notice of its desire to do so not later than seven (7) days prior to the date set forth in paragraph 8 with respect to the First Extension, not later than seven (7) days prior to the date being designated by BUYER with respect to the Second Extension, and not later than seven (7) days prior to the expiration of the Second Extension with respect to the Third Extension, which notice shall be accompanied by a certified or bank check to the order of SELLER in the amount of $20,000.00 for the First Extension, $666.67 per day of extension for the Second Extension and $20,000.00 for the Third Extension. Such amount shall in no event be refundable, and shall not be applied against the purchase price.

43. In the event of any conflict between the provisions of this Addendum and the printed form to which it is attached, this Addendum shall govern. At the time of the delivery of the deed, SELLER shall deliver to BUYER a certificate pursuant to Section 1445 of the Internal Revenue Code certifying that SELLER is not a "foreign person" under the provisions of such Section.

44. SELLER agrees to reimburse BUYER for one-half of the actual cost to BUYER of the preparation of a survey plan of the Property, such reimbursement to be made on the later to occur of (x) the date of performance hereof, as extended, or (y) five (5) business days after receipt from BUYER of the invoice of BUYER'S surveyor for such services.

45. BUYER and SELLER agree to evenly divide the cost to BUYER of engineering services provided with respect to the pond on the Property by SEA Consultants, Inc, provided that SELLER's liability under this paragraph 45 shall not exceed $3,000.00.

46. SELLER agrees to remove from the Property, at its cost and prior to the date of performance hereof, approximately twelve (12) barrels along the Allendale Avenue side of the Property (labelled 'Keep Out'), and 5 to 10 barrels stacked against Building 16.



U. S. GEOLOGICAL SURVEY - TOPOGRAPHICAL MAP