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PUBLIC UTILITIES COMMISSION

Via US Mail

September 22, 2016

Luly E. Massaro, Commission Clerk
State of Rhode Island
Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: Igus Bearings, Inc.

Dear Ms. Massaro:

I am writing to you with respect to the petition by Igus Bearings, Inc. ("Igus") for the installation of a new private, at-grade railroad crossing (the "Crossing") in the City of East Providence, Rhode Island across Providence and Worcester Railroad Company's ("P&W") East Providence Running Track (the "Track"). P&W and Igus are parties to a certain Memorandum of Understanding dated May 3, 2016 ("MOU") whereby the parties memorialized their conditional agreement regarding the proposed Crossing. Among other things, the MOU provides for the execution of a Preliminary Engineering Services Agreement (executed on May 9, 2016) governing the design and installation of the Crossing and, subject to and expressly conditioned upon approval of the proposed Crossing by the Rhode Island Public Utilities Commission ("RIPUC"), execution of a Construction Agreement, governing P&W's installation of the Crossing, and a Grade Crossing License, governing Igus's use of the Crossing. The MOU, Preliminary Engineering Services Agreement, Construction Agreement, and Grade Crossing License are collectively referred to herein as the "Agreements."

The purpose of this letter is to inform you that P&W is in support of Igus's petition to install the new private Crossing, subject to the following conditions:

1. The Crossing must be constructed in accordance with the P&W approved engineering and design plans, specifications, and drawings reviewed in accordance with the Preliminary Engineering Services Agreement; and



2. If RIPUC approves the Crossing, P&W and Igus will enter into the Construction Agreement providing for, among other things, P&W's installation and construction of the Crossing; and
3. If RIPUC approves the Crossing, P&W and Igus will enter into the Crossing License, providing for, among other things, Igus's use of the Crossing; and
4. If RIPUC does not approve Igus's petition, P&W will terminate all Agreements with Igus and will not enter into any new agreements with respect to the proposed Crossing.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Charles D. Rennick
General Counsel

cc: Christopher J. Menihan, Esq.
Bernard A. Cartier, Director of Engineering, P&W