

12 January 1995

MEMORANDUM

From: Code 241/SZ
To: Code 182/DEC

Subj: ACCESS TO MELVILLE MARINE INDUSTRIES PROPERTY TO
PERFORM REMEDIAL ACTIVITIES AT THE MELVILLE NORTH
LANDFILL

Encl: (1) Agreement No. N62472-95-RP-00067

1. Enclosure (1) provides access to the subject property for the period 10 Jan 1995 through 09 Jan 1996.
2. Please ensure that a Navy representative contacts Mr. Dean Coker of Coastwise Communications at Area Code 508, 336-6455, in order to schedule a property inspection prior to the commencement of work on Melville Marine Industries property.
3. If you have any questions, please contact me at X0764.

Stephanie Zamorski
STEPHANIE ZAMORSKI

1/17/95 CC: NETA NEWPORT (BRAD WHEELER)



DEPARTMENT OF THE NAVY

NORTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
10 INDUSTRIAL HIGHWAY
MAIL STOP, #82
LESTER, PA 19113-2090

IN REPLY REFER TO

11011
Code C24/SZ/241SZ

11 January 1995

Mr. Frederick E. Hood
Melville Marine Industries
One Little Harbor Landing
Portsmouth, Rhode Island 02871

Dear Mr. Hood:

Enclosed for your retention is a fully-executed copy of Agreement No. N62472-95-RP-00067 covering the Government's right of access to your property located adjacent to the Naval Education and Training Center, Newport, Rhode Island.

The term of the agreement is for the period of one year beginning January 10, 1995 through January 9, 1996. We have not established an exact time-frame for the conduct of this work, however, we anticipate work to commence during this month. In accordance with this agreement, a representative of the Navy will be contacting Mr. Dean Coker of Coastwise Communications prior to the commencement of any work.

Thank you for making your property available for use by the Navy. If you have any questions regarding this matter, please feel free to contact me at Area Code 610, 595-0764.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Danko Zamorski".

STEPHANIE DANKO ZAMORSKI
Realty Specialist
Real Estate Division
Real Estate Contracting Officer

Encl:
(1) Agreement No. N62472-95-RP-00067
(fully-executed)

Copy to:
Mr. Dean Coker, Coastwise, Rehoboth, MA (Via Facsimile)
NETC NEWPORT RI (Code 40E, 424)

Blind copy for:
182/DEC, 241, 241/SZ, 24RF, Blue

A G R E E M E N T
BETWEEN
MELVILLE MARINE INDUSTRIES
AND
THE UNITED STATES OF AMERICA

THIS AGREEMENT made this 10th day of JAN., 1995
by and between MELVILLE MARINE INDUSTRIES, hereinafter referred
to as "MMI" and THE UNITED STATES OF AMERICA, acting by and
through the Department of the Navy, Northern Division, Naval
Facilities Engineering Command, 10 Industrial Highway, Mail Stop
#82, Lester, Pennsylvania 19113-2090, hereinafter referred to as
"NAVY".

W I T N E S S E T H

WHEREAS, MMI is the owner of certain property identified as
the Melville North Landfill, situated at the northern end of the
Naval Education and Training Center (NETC), Newport, Rhode
Island, along the westerly side of the Rhode Island Department of
Transportation railroad tracks between Station Nos. 628+00 and
644+00, hereinafter referred to as "PREMISES". Said PREMISES as
delineated on Map entitled Naval Base, Newport, R.I., Melville
(North) Waterfront, Existing Conditions Map, FEC Dwg. No.
994 210, marked Exhibit "A", attached hereto and made a part
hereof; and

WHEREAS, the NAVY is conducting remedial investigation at
NETC and requires access to MMI PREMISES in order to perform
remedial activities at the Melville North Landfill; and

WHEREAS, in order to perform the necessary activities, the
NAVY has requested and MMI hereby agrees to provide access;

NOW THEREFORE, in consideration of their mutual promises and
in fulfillment of the terms and conditions set forth below, it is
agreed that effective as of the day and year first above written
MMI and NAVY do agree as follows:

1. MMI hereby grants to the NAVY an irrevocable right to
enter upon the PREMISES herein described at any time for a period
of one (1) year effective from the day and year first above
written.

2. This AGREEMENT may be terminated by the NAVY at any time by providing notification in writing to MMI.

3. MMI agrees to allow the NAVY and its other authorized representatives, to enter the PREMISES to perform remedial investigation activities. These activities include:

a. The removal and disposal of approximately 8000 cubic yards of contaminated soil from two areas within the former landfill, the furnishing of backfill with clean soils, grading and turf, and related work.

b. The collection of surface and subsurface soil samples, installation of monitoring wells and groundwater sampling, seismic refraction survey, onshore ecological characterization and wetland delineation.

4. This AGREEMENT includes the right of ingress and egress for the NAVY and its other authorized representatives on PREMISES of MMI for the purposes described herein. Ingress and egress to the PREMISES shall be accomplished through the use of existing driveways and roadways, whenever possible. Any existing gates will be closed when not in use by the NAVY.

5. All work shall be performed in a safe and proper manner utilizing Environmental Protection Agency and Rhode Island Department of Environmental Management (EPA/RIDEM) approved health and safety plans and generally accepted scientific and engineering practices.

6. All tools, equipment, improvements and other property taken upon or placed upon the PREMISES by the NAVY shall remain the property of the NAVY and may be removed by the NAVY within a reasonable time after the expiration of this AGREEMENT.

7. A joint physical inspection of the PREMISES shall be made both prior to the NAVY's commencement of work and upon completion of the work authorized herein. Said inspections shall be performed by authorized representatives of MMI and the NAVY. Scheduling for inspection shall be coordinated through MMI representative, Mr. Dean Coker, Coastwise, at Area Code 508, 336-6455.

8. The NAVY shall be responsible for restoration of the site to the same condition existing prior to the NAVY's commencement of work on the premises.

9. The Navy will be responsible for all costs related to the remedial investigation activities and restoration described in Articles 3 and 8, above.

10. It is understood that the Department of the Navy is subject to the obligation and expenditure limitations as set forth in the Anti-Deficiency Act (31 U.S.C. Section 1341). Accordingly, any or all terms of this Agreement that establishes future, unknown or contingent liabilities on the part of the Navy, for the obligation or expenditure of funds, are specifically subject to the availability of appropriations for purpose of the obligations or expenditures.

11. The NAVY shall be responsible for all damages to persons or property in accordance with the procedures and limitations of applicable environmental laws and the Federal Tort Claims Act (28 U.S.C. Section 2671 et. seq.).

12. This AGREEMENT constitutes the entire agreement of the parties hereto and shall supersede all prior negotiations and agreements.

13. No revision of this AGREEMENT shall be valid unless made in writing and signed by MMI and an authorized agent of the NAVY.

IN WITNESS WHEREOF, MMI and the NAVY have caused this AGREEMENT to be executed as of the day and year first above written.

MELVILLE MARINE INDUSTRIES

1/5/95
DATE

BY: [Signature]
SIGNATURE

FREDERICK E. HOOD
NAME AND TITLE
C.E.O. - PARTNER

CERTIFICATION BY SECRETARY OR ASSISTANT SECRETARY

I certify that the person who signed this Agreement on behalf of the owner of the property described above was then the Officer indicated and this Agreement was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

[Signature]
SIGNATURE

Susan J. Young
NAME & TITLE

SUSAN J. YOUNG, Notary Public
County of Newport, State of RI
My Commission Expires Aug. 8, 1995

1/5/95
DATE

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

10 Jan 1995
DATE

BY: [Signature]
SIGNATURE

STEPHANIE DANKO ZAMORSKI
Realty Specialist
Real Estate Division
Real Estate Contracting Officer

