

# COPY



## Lincoln Environmental, Inc.

333 Washington Highway  
Smithfield, Rhode Island 02917-1946  
(401) 232-3353  
(401) 232-1130 FAX

Other Offices:  
Glastonbury, Connecticut 06033  
Portsmouth, New Hampshire 03801  
Westford, Massachusetts 01886

November 7, 1996

NOV 12 1996

Ms. Leana DeFonzo  
Community Estates, Inc.  
144 Windmill Street  
Pawtucket, RI 02860

RE Property Access Agreement for  
Lincoln Auto Body/Sales, Inc. Property  
827 Smithfield Avenue  
Lincoln, RI

Dear Ms. Defonzo:

On behalf of Cumberland Farms, Inc. (CFI) and in accordance with requirements set forth by the Rhode Island Department of Environmental Management, Lincoln Environmental, Inc. (Lincoln) is proposing to install groundwater monitor wells at the Lincoln Auto Sales/Body property (the property) referenced above. The purpose of installing groundwater monitor wells at the property is to continue the subsurface investigation initiated at the adjacent CFI facility located at 823 Smithfield Avenue. Lincoln is requesting written permission to access the property to install, monitor, and sample groundwater monitor wells.

At this time, Lincoln proposes to install two (2) wells on the Lincoln Auto Sales/Body property which is located to the north of the CFI property. The proposed locations are approximate and are indicated on the attached Site Plan as PMW-1 and PMW-2. Lincoln will notify you at least 24 hours in advance of the drilling. The drilling operation will take approximately one day. The areas where drilling occurs will be restored to the functional condition existing prior to the conduct of work as contemplated herein. Subsequent to the well installation, Lincoln proposes to gauge the depth to groundwater and to collect groundwater samples from the wells.

Set forth below is CFI's understanding as to the terms and conditions under which Lincoln will be permitted to access the property:

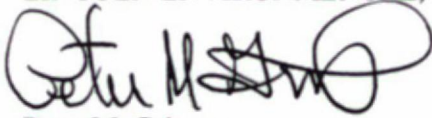
- (1) In consideration of Community Estates, Inc. allowing Lincoln to access the property to implement the work as contemplated in this agreement, CFI and Lincoln agree to indemnify and hold Community Estates, Inc. harmless against any and all claims for personal injury or property damage occurring to you or third parties directly arising out of the work contemplated herein.
- (2) CFI and Lincoln agree to repair all damage to the property directly resulting from the work conducted by Lincoln as contemplated by this agreement and will leave the property in the same functional condition as was encountered prior to commencement of the work.

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If this agreement is acceptable, please sign and date this letter and return to Lincoln at your earliest convenience. A self-addressed, stamped envelope has been provided to facilitate returning this agreement. Your prompt attention to this matter would be greatly appreciated.

Sincerely,

LINCOLN ENVIRONMENTAL, INC.



Peter M. Grivers  
Civil/Environmental Engineer

CUMBERLAND FARMS, INC.

Derrick Golden  
Project Manager

David Brochu  
Environmental Engineer

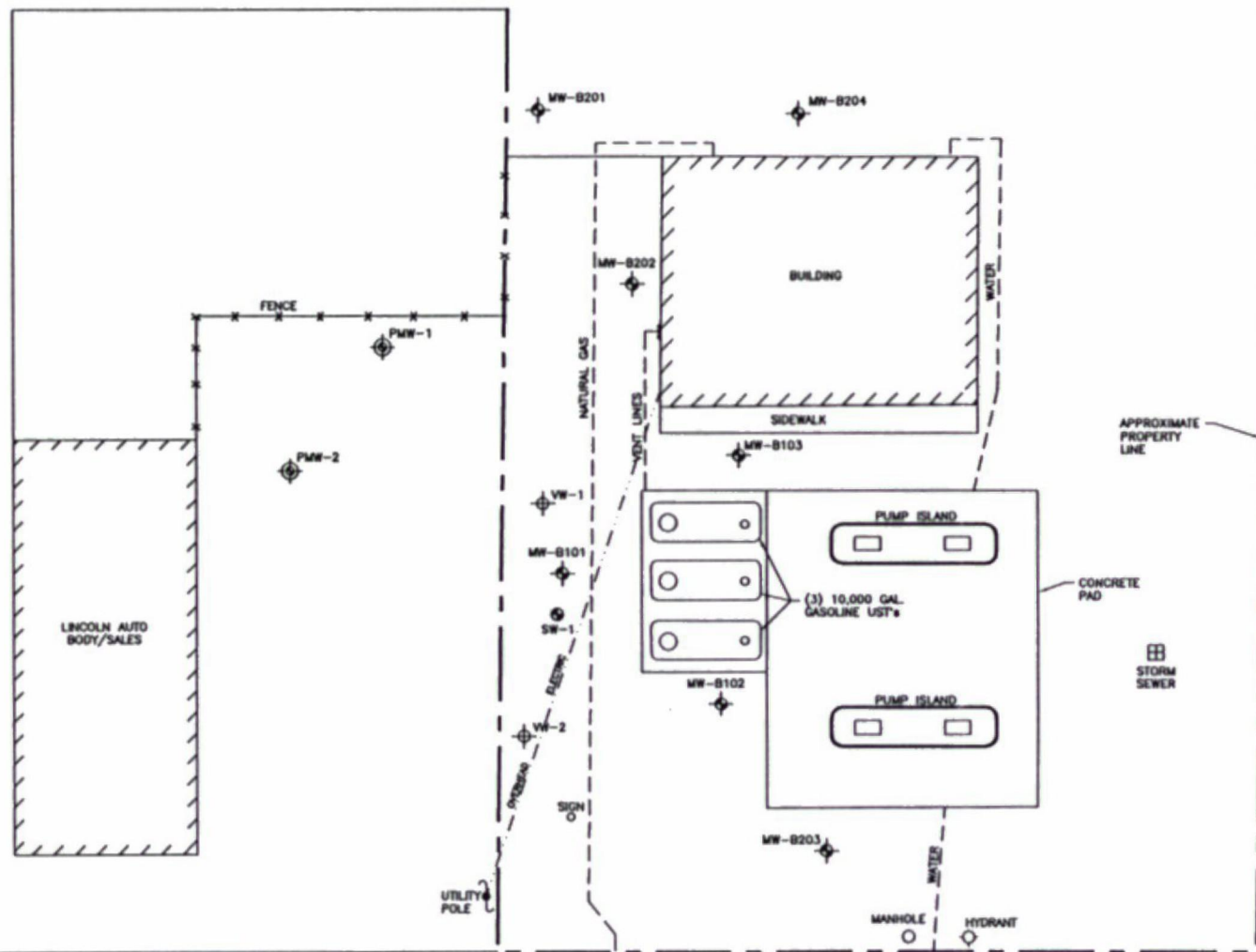
AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Ms. Leana DeFonzo (Community Estates, Inc.)

\_\_\_\_\_  
(Date)

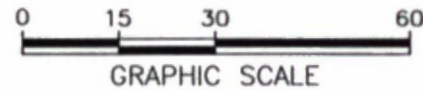
Attachment

cc: Bruce T. Catterall, RIDEM, Office of Waste Management  
Kevin Gillen, RIDEM, Office of Waste Management



SMITHFIELD AVENUE

-  PROPOSED MONITORING WELL
-  MONITORING WELL
-  SPARGE WELL
-  VENT WELL



**LINCOLN ENVIRONMENTAL**

SITE PLAN WITH PROPOSED  
MONITORING WELL LOCATIONS  
CUMBERLAND FARMS INC.  
823 SMITHFIELD AVENUE  
LINCOLN, RI

DATE : 11/4/96

SCALE : 1" = 30'

DRAWN BY : JM

LE JOB NO. MCF7006