



Lincoln Environmental, Inc.

LS 1818

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 22, 1996

Ms. Lena De Fonzo
Community Estates, Inc.
144 Windmill Street
Pawtucket, RI 02860

COPY

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

Dear Ms. Defonzo:

Lincoln Environmental, Inc. (Lincoln) has received your letter dated November 15, 1996 denying access to your property located at 827 Smithfield Avenue in Lincoln, RI (your property). Thank you for your willingness to reconsider our request pending additional information.

In general, the Rhode Island Department of Environmental Management (DEM) is requiring that Cumberland Farms, Inc. (CFI) study the underground conditions of the soil and groundwater beneath the CFI property. This can only be accomplished by installing groundwater monitor wells, collecting soil and groundwater samples, and having the samples analyzed by a laboratory. At this time, a significant amount of work has been done at the CFI property. However, in order to continue the investigation, these tasks also need to be completed at your property.

The objective of the proposed work is to define the direction and quality of groundwater beneath your property. At this time, Lincoln believes that the groundwater beneath the CFI property flows northeasterly (from the CFI property to your property), but additional wells on your property will provide necessary information to make an accurate determination.

The terms and conditions of the access agreement are provided to offer you, as the owner of the property, the following protection: 1) CFI and Lincoln will not hold you responsible in any way for any injuries that we may incur or for any property damage resulting directly from the well installation activities; and 2) Lincoln will finish the work in a competent and professional manner such that the property will be in the same functional condition as was encountered prior to the commencement of the work (in other words, besides the fact that two groundwater wells will exist at your property, you will hardly notice that we were there).

The well installation process consists of drilling an approximately 6 inch diameter hole in the ground with a specialized auger and drilling vehicle. Various amounts of water, soil, pebbles, sand, and/or gravel may be generated during this phase of the process, however 100% of this material will be either placed back into the ground or placed into drums and taken off your property at the conclusion of the work. A plastic pipe (PVC material) will be lowered into the hole to a depth of approximately 20 feet. Clean sand and a sealing material will be placed around the outside of the pipe in accordance with standard procedures. The top of the well will be covered with a locking well cap and enclosed in a steel road box. The road box will be

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mounted so as to be flush with the surrounding pavement. The road box will be anchored in place with either concrete or cold patch asphalt. In conclusion, there will be no adverse physical alteration of your property, and the existence of these wells will provide valuable data needed to complete the investigation described. Upon completion of the site activities and in accordance with DEM approval, the wells will be officially closed in accordance with DEM procedures.

Please note that Mr. Peter Grivers of Lincoln is prepared to cordially discuss this matter with you in person or over the telephone if you prefer. Since Lincoln does not have a telephone number to contact you, we invite you to call Mr. Peter Grivers at (401) 232-3353, extension 128 if you wish to discuss the matter further or set up a meeting. If you would like to see other groundwater monitor wells that exist at the CFI property a demonstration at the CFI property can be easily arranged at a time convenient to you.

Enclosed is a copy of the original access agreement request letter. If the 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. Thank you for your time and consideration of this request.

Sincerely,

LINCOLN ENVIRONMENTAL, INC.



Peter M. Grivers
Civil/Environmental Engineer

Attachment

cc: Mr. Derrick Golden, Cumberland Farms, Inc.
Dave Brochu, Lincoln Environmental, Inc.
Bruce T. Catterall, RIDEM, Office of Waste Management
Kevin Gillen, RIDEM, Office of Waste Management



Lincoln Environmental, Inc.

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Smithfield, Rhode Island 02917-1946
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Other Offices:
Glastonbury, Connecticut 06033
Portsmouth, New Hampshire 03801
Westford, Massachusetts 01886

November 7, 1996

COPY

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.

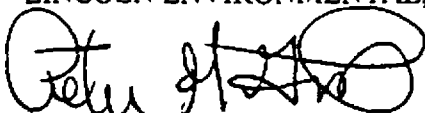
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COPY

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