



**RHODE ISLAND**  
**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

**OFFICE / DIVISION OF WASTE MANAGEMENT**

235 Promenade Street, Room 380

Providence, Rhode Island 02908



**ACCESS AGREEMENT FOR TARGETED BROWNFIELD ASSESSMENT  
FOR MACOMBER STADIUM SITE, IN CENTRAL FALLS, RHODE ISLAND**

THIS AGREEMENT (the Agreement) is made between the City of Central Falls (OWNER), and the Rhode Island Department of Environmental Management (RIDEM).

The OWNER, which owns that that certain parcel of real property located at 964 High Street in the City of Central Falls, Rhode Island, otherwise identified as Tax Assessor Plat 2, Lot 50 (the "PROPERTY"), hereby authorizes the RIDEM and/or its employees, servants, agents or assigns, and representatives of such State, Federal or Tribal agencies as may be required to comply with state and federal laws or regulations relating to historic/archaeological preservation, to enter upon said PROPERTY for the purpose of:

Conducting a Phase I Environmental Site Assessment (ESA) in accordance with current U.S. Environmental Protection Agency All Appropriate Inquire requirements and Standard Practice E1527-13 by the American Society for Testing and Materials (ASTM). The Phase I ESA scope of work may include a site reconnaissance, interviews with the site owner, key site managers, and occupants.

and:

Installing soil borings and groundwater monitoring wells, conducting test pits (excavations), sampling and analyzing soil vapor, surface soils, subsurface soils, surface water and groundwater, as part of a site investigation to be conducted in accordance with DEM's Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases ("the Regulations").

In the event that RIDEM determines that additional work is required, RIDEM shall request authorization for that work, which authorization shall not be unreasonably withheld by the OWNER.

The OWNER recognizes that the above-referenced work may require the use of heavy equipment, the time of use and access routes for which equipment will be subject to the prior approval of the OWNER, which approval shall not be unreasonably withheld. RIDEM will not knowingly undertake any action that will damage the structural integrity or lateral support of any building or structure located on the PROPERTY and will endeavor to complete all work in a timely fashion.

RIDEM agrees that it will leave the PROPERTY in substantially the same condition as it was found prior to the performance of the above-referenced work and that it shall be responsible for the reasonable replacement of any structures, trees, shrubbery, lawn or similar vegetation that may be removed or destroyed as a result of RIDEM's actions.

RIDEM agrees to indemnify and hold the OWNER harmless from any claims arising out of any negligence of RIDEM or its employees in the performance of the above-described actions and that all contractors shall maintain in full force and effect all insurance coverage required by the State of Rhode Island Technical Assistance Contract Master Price Agreement #309.

RIDEM agrees to provide the OWNER with twenty-four (24) hours notice prior to commencing any work in a traffic or parking area on the PROPERTY.

The Agreement shall continue in full force and effect for two years from the date of execution of the Agreement or until RIDEM gives written notice of the termination of the Agreement, whichever is shorter. RIDEM may seek written authorization from the OWNER to extend the Agreement if reasonably necessary for the purpose of:

collecting additional soil, surface water and groundwater samples or conducting other site investigation activities as may be required to complete RIDEM's investigation of the PROPERTY in accordance with the Regulations,

which request shall not be unreasonably denied by the OWNER. The term of any such extension(s) shall not exceed two years.

RIDEM shall remove all machinery and/or other equipment from the PROPERTY and shall cap and secure or close any wells that it installed on the PROPERTY within three (3) months of the termination of the Agreement.

Communications required by or relating to the Agreement may be directed as follows:

- OWNER: Peter Friedrichs  
City of Central Falls  
580 Broad Street, Central Falls, RI 02863  
TEL: 401-616-2425  
E-MAIL: [PFRIEDRICHS@CENTRALFALLSRI.US](mailto:PFRIEDRICHS@CENTRALFALLSRI.US)
  
- RIDEM: Cynthia Gianfrancesco, RIDEM/Office of Waste Management  
235 Promenade St., Providence, RI 02908  
TEL: 401-222-4700 Ext. 7126 ; FAX: 401-222-3813  
E-MAIL: [cindy.gianfrancesco@dem.ri.gov](mailto:cindy.gianfrancesco@dem.ri.gov)

City of Central Falls

By: \_\_\_\_\_

Mayor James A. Diossa

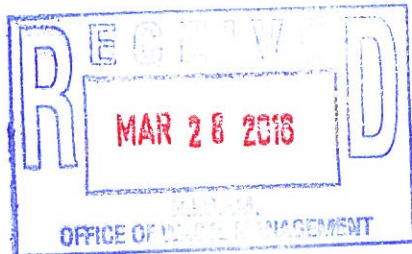
Date: 2-16, 2016

RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
Office of Waste Management

By: \_\_\_\_\_

Leo Hellested, P.E, Chief

Date: 4-21, 2016



Approved as to form and correctness

\_\_\_\_\_  
City Solicitor

Reviewed per F.S.A.

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Leonard Morganis  
Administration & Finance Officer