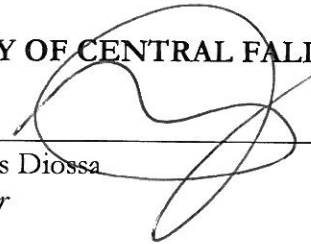



MONITORING STATION AGREEMENT

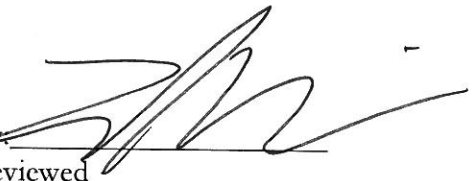
The undersigned representative of Central Falls, in consideration of the covenants and agreements herein contained, hereby authorizes the State of Rhode Island Department of Environmental Management, its employees, agents, representatives and independent contractors (collectively, "DEM") to enter upon certain real property that is owned or possessed by the undersigned and located at the Central Falls Landing, Central Falls, Rhode Island, (hereinafter, "the premises"), for the purpose of installing, monitoring, and maintaining a water quality monitoring station. The water quality monitoring station shall include a single YSI 6-series sonde and associated mooring line. DEM plans to install the monitoring equipment on a floating dock located about 50 feet southwest of the boat ramp. DEM plans to use a canoe or kayak to access its equipment throughout the summer – fall monitoring season. The exact location of this monitoring station will be subject to agreement of the undersigned and DEM prior to property access and will not interfere with the conduct of Central Falls' business at the property. DEM will take no action that would impair the structural integrity of any buildings or improvements located on the premises and shall take reasonable measures to ensure that all actions hereby authorized are accomplished in a timely manner and so as to avoid unreasonable interference with other uses of the premises. DEM further agrees to indemnify, hold harmless and defend Central Falls from and against property damage and personal injury to third parties arising out of 1) the entry of DEM onto premises, or 2) DEM's installing, monitoring, and maintaining of the water quality monitoring station. Either party may cancel this agreement with or without cause upon giving written notice to the other by certified mail, return receipt requested, postage prepaid, at the usual business address of the other, with posting no less than six months from the chosen date of such cancellation of this agreement. Upon termination, DEM shall remove any equipment installed under this agreement.

In witness whereof, the undersigned have executed these presents this 2nd day of July, 2014.

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

Authorized DEM Representative


Angelo S. Liberti