



State of Rhode Island and Providence Plantations  
RHODE ISLAND BOARD OF EDUCATION  
Council on Postsecondary Education  
80 Washington Street  
Providence, Rhode Island 02903-3400

Enclosure 9b  
January 7, 2015

December 29, 2014

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TO: Members of the Council on Postsecondary Education

FROM:  Jim Purcell, Ed.D., Commissioner for Postsecondary  
Education

RE: **Approval of an Access Agreement for Targeted  
Brownfields Assessment between the Rhode Island  
Department of Environmental Management and the  
Council on Postsecondary Education/University of  
Rhode Island**

The University of Rhode Island is requesting that the Council on Postsecondary Education grants approval for an access agreement with the Rhode Island Department of Environmental Management (RIDEM). The access agreement relates to a Phase I Environmental Site Assessment (ESA) in accordance with current U.S. Environmental Protection Agency and related standards. The scope of work may include a site reconnaissance, interviews with the site owner, key site managers and occupants.

In addition, the access agreement will allow the RIDEM to install soil borings and groundwater monitoring wells, conduct test pits, sampling and analyzing soil vapor, surface soils, subsurface soils, surface water and groundwater as part of the site investigation.

This investigation is in regard to the Kingston Hill Bookstore Project located in the town of South Kingstown. If RIDEM, determines that additional procedures are needed, the Council will be advised with a request for additional authorization for the expanded work.

Accordingly, I recommend:

**THAT the Council on Postsecondary Education approves the request from RIDEM related to a Targeted Brownfields Assessment at 29 Old North Road in the Town of South Kingstown, RI.**

*Attachments.*

THE  
UNIVERSITY  
OF RHODE ISLAND  
OFFICE OF THE  
PRESIDENT

THINK BIG  WE DO™

Green Hall, 35 Campus Avenue, Kingston, RI 02881 USA p: 401.874.4462 f: 401.874.7149 uri.edu/president

David M. Dooley, Ph.D.  
President



**TO:** Jim Purcell, Commissioner for RI Postsecondary Education

**FROM:** David M. Dooley, President, University of Rhode Island

**DATE:** December 12, 2014

**SUBJECT: ACCESS AGREEMENT WITH THE RI DEPARTMENT OF ENVIRONMENTAL MANAGEMENT TO CONDUCT AN ENVIRONMENTAL SITE ASSESSMENT**

The University of Rhode Island requests permission to enter into an access agreement with RI Department of Environmental Management pertaining to a University land parcel that is north of Route 138 in the Village of Kingston's Historic District.

This agreement will allow RIDEM to enter upon the property to conduct a Phase I environmental site assessment and to install groundwater monitoring wells. The Groundwater monitoring wells are needed to define the nature and extent of a gasoline release originating from the Kingston Hill Bookstore property, where a service station operated years ago.

The firm Resource Controls is working with the RIDEM to assess the gasoline release and to bring the Site into compliance.

Enclosed is the final form of the access agreement to be approved. We request that this matter be placed on the agenda for the January 7, 2015 Council on Postsecondary Education meeting and will be subject to the Council's legal review and acceptance.

This request would be presented to the State's Properties Committee following consideration and execution by the Council on Postsecondary Education for approval.

cc: Christina L. Valentino  
Louis J. Saccoccio  
J. Vernon Wyman



RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

235 Promenade Street, Providence, RI 02908-5767

TDD 401-222-4462

**ACCESS AGREEMENT for TARGETED BROWNFIELD ASSESSMENT  
for the Kingston Hill Bookstore Project, in the Town of South Kingstown, RI**

THIS AGREEMENT (the Agreement) is made between the University of Rhode Island on behalf of the Rhode Island Council on Postsecondary Education (OWNER), the Town of South Kingstown, and the Rhode Island Department of Environmental Management (RIDEM).

01. The OWNER, which owns that certain parcel of real property located at 29 Old North Road in the Town of South Kingstown, Rhode Island, otherwise identified as Tax Assessors Plat 23-3, Lot 42 (the "PROPERTY") hereby authorizes the RIDEM, and/or its employees, servants, agents, contractors 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), and 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 RIDEM's Rules and Regulations for Underground Storage Facilities Used for Petroleum Products and Hazardous Materials ("the Regulations").

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

03. The OWNER recognize that the above-referenced work may require the use of heavy equipment, the time of use and the access routes for the equipment will be subject to the prior approval of the OWNER which approval shall not be unreasonably withheld. RIDEM will not 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.

04. RIDEM will not or cause to be conducted the above-referenced work in any manner that will damage, destroy, or unreasonably interfere with or prevent the use and occupancy of that certain residential building located on the PROPERTY used and occupied by the student members of the Eta Zeta Lambda chi Alpha fraternity (the "CHAPTER HOUSE").

05. 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 repair or replacement of any structures, (including the CHAPTER HOUSE), trees, shrubbery, lawn, or similar vegetation that may be removed, damaged or destroyed as a result of the acts or omissions of RIDEM and/or its employees, servants, agents, contractors, assigns, or representatives of such State, Federal or Tribal agencies. Notwithstanding the above, RIDEM will not remove or knowingly destroy any such structure, tree, shrubbery, lawn, or similar vegetation without the express consent and approval of the OWNER.

06. RIDEM agrees to indemnify and hold the OWNER harmless from any claims, demands, loss or liability arising out of (i) the performance of the above-referenced work; or (ii) the negligence or willful misconduct of RIDEM or its employees, servants, agents, contactors,

assigns or representatives of such State, Federal or Tribal agencies. RIDEM will require all agents and contractors to maintain in full force and effect all insurance coverage required by the State of Rhode Island Technical Assistance Contract Master Price Agreement #309 and/or as reasonably required by the OWNER and naming OWNER as an additional named insured on any required insurance policies.

07. 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.

08. 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 sooner. RIDEM may seek written authorization from the OWNER to extend this 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 authorization the OWNER shall not unreasonably withhold. The term of any such extension shall not exceed two (2) years.

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

10. Any notice or communications required by or relating to the Agreement may be directed as follows:

Owner:

- University of Rhode Island
- Attn: J. Vernon Wyman, Assistant Vice President for Business Services
- 210 Flagg Road, Kingston, RI 02881
- TEL: 401-874-7435
- E-MAIL:

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: [cynthia.gianfrancesco@dem.ri.gov](mailto:cynthia.gianfrancesco@dem.ri.gov)

Applicant

- Town of South Kingstown
- Vincent Murray, Director of Planning
- 180 High Street
- South Kingstown, RI 02879
- 401-789-9331 x 1244
- [vmurray@southkingstownri.com](mailto:vmurray@southkingstownri.com)

OWNER  
University of Rhode Island

By: \_\_\_\_\_  
J. Vernon Wyman, Assistant Vice  
President for Business Services

\_\_\_\_\_  
print title

Date: \_\_\_\_\_, 2014

APPLICANT  
Town of South Kingstown

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

\_\_\_\_\_  
print title

Date: \_\_\_\_\_, 2014

RHODE ISLAND DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
Office of Waste Management

By: \_\_\_\_\_  
Leo Hellested, P.E, Chief

Date: \_\_\_\_\_, 2014

**STATE PROPERTIES COMMITTEE**

This Easement is made with the approval of the undersigned, in accordance with the applicable provisions of the General Laws of Rhode Island, as amended:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 201\_\_ by  
the State Properties Committee.

**APPROVED AS TO TERMS  
AND CONDITIONS:**

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Attorney General

**APPROVED AS TO SUBSTANCE:**

**APPROVED:**

By: \_\_\_\_\_  
Director of Administration

By: \_\_\_\_\_  
Public Member