REQUEST FOR PROPOSALS – SPLP 159
SALE OF EXCESS LAND AND IMPROVEMENTS
45 BLUEBERRY LANE, NORTH KINGSTOWN, RI

ASSESSOR'S PLAT: 158 LOT 200

The State of Rhode Island, acting through its Department of Administration's Division of Purchases, invites proposals from the general public for the purchase of certain real property deemed to be excess by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals. The property comprises a single family home that is situated on approximately 1.52 acres or 66,211 square feet of land. A more detailed property description and instructions to offerors are contained in the attached prospectus.

Richard A. Licht, Director
Rhode Island Department of Administration

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PART I
DESCRIPTION OF OFFERING, PARCEL CHARACTERISTICS, CONSIDERATION AND TERMS/CONDITIONS OF SALE

OVERVIEW

The State of Rhode Island, acting through its Department of Administration's Division of Purchases, offers for sale a single family structure that is located at 45 Blueberry Lane in the town of North Kingstown. The Property comprises that certain parcel identified in the Town of North Kingstown's Tax Assessor's Records as Plat 158 Lot 200.

AREA/NEIGHBORHOOD DESCRIPTION

The Property is located on a quiet cul de sac in the Quidnessett neighborhood of the northeastern section of the town. The neighborhood is bounded by Post Road (US Route 1) to the west, Essex Road to the north, Narragansett Bay to the east and Quonset Point to the south. The area is predominately residential in nature with a mix of old and new housing stock. The sections that are closer to Post Road are mostly average size homes with a trend to lager size homes as you travel east toward the bay. The Quidnessett Country Club and Condominiums are located in this neighborhood.

SITE/IMPROVEMENTS DESCRIPTION

SITE

Area:	66,211 square feet or 1.52 Acres
Utilities:	
	Water: Public
	Sewer: Private (Individual Sewage Disposal System - SEE EXHIBIT 5
	Electricity
	Gas
Zoning:	VR20 - Village Residential
FEMA Map #:	The Property is not located in a designated flood zone hazard area as depicted on the FEMA National Flood Insurance Rate Map entitled Community Panel #44009C0102H and dated 10/19/2010. According to the flood hazard map, the Property is situated within a Zone "X" or non-flood hazard area.
Easements:	There is a fresh water main easement that runs through the western section of the site. This main is underground and a structure cannot be constructed in this area. The easement lies within an excess portion

of land on the western portion of the site. **(See Exhibit 3)**

IMPROVEMENT DESCRIPTION

Type:	Detached Single Family
Style:	Ranch
Year Built:	1970
Total Rooms:	6
Bedrooms:	3
Baths:	2
Square Footage:	1,196
Basement:	Full (Semi-Finished/Walk Out/Sump Pump
Heating:	Forced Warm Air
Fuel:	Gas
Electrical:	100 AMP with breakers
Cooling:	None
Garage:	2 car attached
Floors:	Hardwood
Walls:	Plaster
Trim/Finish:	Wood
Bath Floor:	Tile
Bath Wainscot:	Tile
Foundation Walls:	Concrete
Exterior Walls:	Wood -Shingle/Clapboard
Roof Surface:	Asphalt
Gutters/Downspouts:	Aluminum
Window Type:	Frame
Storm Sash/Insulated:	Insulated
Attic Access:	Scuttle
Amenities:	Fireplace

TAX AND ASSESSMENT DATA

As of December 31, 2009, the Property was assessed by the Town of North Kingstown as follows;

Buildings	$118,300.00
Outbuildings:	$ 400.00
Land:	$153,100.00
Total Assessment:	$271,800.00

PROJECT SCHEDULE

The following is the timetable for submission. Any step and all subsequent steps in this timetable may be adjusted at the discretion of the Director of Administration, for any or no reason, in his sole discretion.

ACTION	**DATE & TIME**
RFP Advertisement:	8/30/2012;9/5/2012; 9/9/2012
Pre-Proposal Conference:	9/12/2012 **(1:00 p.m. -1:30 p.m.)**
Property Open For Viewing:	9/12/2012**(1:30 p.m.-4:00 p.m.)**
Questions Submitted By Potential Offerors:	9/19/2012
Responses Forwarded To Potential Offerors:	9/21/2012
Proposals Due:	**9/28/2012-10:30 am**
Date of Award:	TBD

TERMS AND CONDITIONS OF SALE

1. All right, title and interest conveyed by the State will be sold subject to the terms and conditions in the published notice of sale and those hereinafter set.

2. Proposals must include a refundable bid surety deposit in the amount of five (5%) of the total gross sum offer. Surety shall be in the form of a certified or cashiers check made payable to the "General Treasurer - State of Rhode Island." The surety deposit of the successful offeror shall be retained by the State and applied to the purchase price of the Property at closing. All other surety deposits shall be returned to unsuccessful offerors after approval of a Purchase and Sales Contract by the State Properties Committee.

3. The purchase price shall be paid to the State by bank or certified check or wire transfer payable to the "General Treasurer - State of Rhode Island" within forty-five (45 on a date that is mutually agreed upon by the successful offeror/buyer and the State of Rhode Island/seller.

4. The buyer shall have thirty (30) days from the effective date of the purchase and sale contract **(See EXHIBIT 4**) (the "Review Period") to satisfy itself as to the acceptability and suitability of the condition of the seller's title to the Property. If the buyer notifies seller, in writing, by the expiration of the Review Period, that buyer is not in its sole discretion, satisfied with seller's title to the Property not being able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception for any matters recorded after the date of buyer's title commitment, then Buyer may terminate the purchase and sale contract by written notice to seller, in which event the deposit and any interest earned thereon shall be returned to buyer and the purchase and sale contract shall become null, void and of no further force or effect; provided, however, that buyer shall give seller timely notice of any title defects and, further, shall give seller, at seller's sole discretion, a reasonable opportunity to cure any such title defect

5. At the time of Closing, a quit claim, in a form acceptable to the State Properties Committee, without covenants of warranty, will be delivered to the successful offeror on receipt of the full balance of the purchase price. If the successful offeror shall fail to tender the balance of said purchase price on the closing date, the State of Rhode Island, at its option, may resell the property to the next highest offeror who responded to this Request For

Proposals who shall be able to comply with the terms of the sale without notice to the defaulting offeror and without previously tendering a deed to the defaulting offeror. Such resale shall not, however, release the defaulting offeror from liability for breach of contract, and in case of such default the State of Rhode Island shall retain the deposit posted by the defaulting offeror, together with any interest thereon, whether or not the Property is resold, without prejudice to any right which the State may have to recover further damages or to pursue any legal or equitable remedy accruing by reason of such default.

6. The Property will be sold "where is, as is" by quit claim deed in accordance with statutory requirements. The purchase and sale contract between the State and the successful offeror shall be subject to approval by the State Properties Committee. The State of Rhode Island reserves the right to reject any and all bids for any or no reason(s). Any subdivision and deed filing requirements of the Town of North Kingstown will be at the successful offeror's sole expense.

7. The successful offeror shall be responsible at its sole cost for the documentary deed stamps that are required to be affixed to the deed upon recordation.

8. The State will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any offeror regarding this Request For Proposals or the sale of the Property.

9. Interested parties may conduct a viewing of the Property prior to the proposal due date. The Property will be available for viewing on **Wednesday, September 12, 2012 from 1:30 p.m. to 4:00 p.m.**

10. No representations will or have been made by the State that the Property meets local, state or federal ordinances, regulations or laws governing development of property commercially, industrially, or otherwise. All permits, empowerments, permissions and grants necessary for the Property's sale and development are at the successful offeror's cost and responsibility. Any variances, permissions or grants necessary to meet these requirements are likewise at the successful offeror's risk, cost and expense.

11. The sale is made without representations, warranties, or guaranties in regard to the title or any liens, encumbrances, attachments, levies, mortgages, easements, rights of way, occupancies, lease or other defects concerning said title.

13. Sale of the Property to the successful offeror is contingent upon the Town of North Kingstown's statutory, pre-emptive right to

purchase the Property pursuant to Title 37, Chapter 7, Sections 3 and 5 of the General Laws of Rhode Island, 1956, as amended.

14. Any use of the Property must be in compliance with "Appendix C," Title VI of the Federal Civil Rights Act of 1964, as amended, i.e., without discrimination as to race, color, or national origin, and the bargain and sale deed of conveyance shall contain such condition of sale.

15. No billboard, sign, or other outdoor advertising devices shall be erected upon the Property other than those indicating ownership or on-premise advertising and shall be subject to reasonable restrictions with respect to number, size, location, and design by regulation of the RIDOT and/or the Federal Highway Administration and subject to local zoning ordinances, and the bargain and sale deed of conveyance shall contain such condition of sale.

16. Any public utilities or municipalities having facilities under, over, or through the Property as of the date of its conveyance to the successful offeror shall have the right and easement to continue to maintain, operate, and renew their facilities within the Property, and the bargain and sale deed shall contain such condition of sale.

17. All costs associated with responding to this Request for Proposals and/or producing written and oral clarifications of its contents will be the responsibility of the offeror. The State will assume no responsibility or liability for any costs incurred by any offeror under any and all circumstances.

18. No environmental analysis of the Property has been conducted by the State. The Property is being sold "as is, where is" without warranty or representation regarding either the presence or absence of environmental liabilities and the successful offeror by accepting title to the Property shall assume all such liabilities, if any, without recourse against the State. The successful offeror shall be required to agree to indemnify, hold harmless, and defend the State of Rhode Island and its departments, agencies and employees from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule, or regulation, including but without limitation, the Rhode Island Hazardous Waste Management Act, Rhode Island General Laws Section 23-19.1-1 et seq., the Rhode Island Rules and Regulations for Hazardous Waste Management (2002), the Oil Pollution Control Act, Rhode Island General Laws Section 46-12.5.1-1 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or arising

under the Rhode Island General Laws, Sections 23-19.1-1 et seq., as amended or otherwise and Rhode Island General Laws, Section 46-12.5.1-1 et seq., as amended or otherwise which are discovered by the successful offeror subsequent to the date the Property is conveyed to the selected offeror.

PART II
INSTRUCTIONS TO OFFERORS

All offerors are instructed to review all parts of this Request for Proposals and to follow its directions carefully. Proposals, which are incomplete, obscure, conditional, irregular, or lacking in necessary detail, or containing additions not called for, may be rejected by the State.

Affidavits and Disclosures

Offerors that are foreign corporations, meaning corporations not chartered in Rhode Island but licensed to do business in Rhode Island, are required to submit with their proposals an affidavit duly executed by their president, vice president, or general manager and stating that the corporation has, in accordance with the provisions of the Rhode Island General Laws, obtained a certificate authorizing it to do business in Rhode Island. These certificates or certified copies are obtained from the Rhode Island Secretary of State's Office.

Corporations and partnerships are required to submit with their proposals a Certificate of Disclosure of Corporation or Partnership (Forms 1 and 2, attached to Part IV hereof) listing the name and address of principal officers.

No Withdrawal of Proposals

No proposal will be allowed to be withdrawn after it has been received by the Rhode Island Department of Administration.

Rejection or Acceptance of Proposals

The State reserves the right to unconditionally accept or reject any and all proposals for any and/or no reason(s).

Unacceptable Proposals

No proposal will be accepted from, nor will any proposal be awarded to any person, entity, firm, or corporation that is in arrears or is in default to the State of Rhode Island upon any debt, tax, or contract, or that is a defaulter in surety or otherwise upon any obligation to the State of Rhode Island, or that has failed to perform faithfully

any previous contract with the State of Rhode Island. No consideration will be given to proposals that are inconsistent with the information required in the attached Proposal Form (Part IV hereof) and/or this Request for Proposals.

Explanations Written and Oral

The state reserves the right to make additions, deletions, changes or modifications to this Request for Proposals at any time prior to the opening date. Any additions, deletions, changes, or modifications to this Request for Proposals shall be posted to the State Property Committee's web site and the State Division of Purchases web site. The State shall make a reasonable effort to mail or email same directly to all known potential offerors; provided, however, that the State shall not be responsible for any potential offeror's failure to receive notice of additions, deletions, changes or modifications to this Request for Proposals. Further, the State will not be responsible for any oral instructions understood to be received by any offeror.

Signature of Offeror

Offer To Purchase form (**See EXHIBIT 1**) must be completed and signed in blue ink by the offeror or his/her/its duly authorized representative. Corporations, partnerships, or other business entities responding to this Request for Proposals must include a certificate of authority attesting that the individual signing on their behalf are duly empowered to do so.

Proposals

The State is soliciting competitive proposals pursuant to its determination that such a process best serves the interest of the State and the general public and not because of any legal requirement to do so. The offeror acknowledges that it is the State's right to accept any proposal, or number of proposals, even if from different proposers; or to unconditionally reject any and all proposals; or to amend with the consent of the successful offeror any proposal prior to acceptance; or to waive any formality and otherwise effect the State's intent under this Request for Proposals all as the State in its sole judgment may deem to be in its best interest.

Pre-Proposal Conference:

There will be a pre-proposal conference at the site on **September 12, 2012** from **1:00 p.m. - 1:30 p.m.**

Pre-proposal Property Viewing:

There will be a pre-proposal property viewing held on **September 12, 2012** from **1:30 p.m. to 4:00 p.m.**

Questions:

All questions regarding this Request for Proposals must be submitted in writing by 4:00 p.m. on **September 19, 2012** and submitted to:

Mr. John P. Ryan
Department of Administration
Division of Capital Projects & Property Management
One Capitol Hill
Providence, RI 02908
E-mail: **John.Ryan@doa.ri.gov**

Questions received, if any, will be answered and posted on the State Properties Committee and the State Purchasing web sites as an addendum to this solicitation by the close of business **September 21, 2012.** It is the responsibility of all interested parties to download this information. The State will make reasonable efforts to mail of email written addendums to potential offferor who attend the pre-proposal conference and who provide a legible mailing or email address.

PART III – PROPOSAL FORM

State of Rhode Island, By and Through The Department of Administration, Division of Purchases

PROPOSAL SUBMISSION DATE / LOCATION

The deadline for receipt of proposals is 10:30 A.M., September 28, 2012 at which time the timely submitted proposals will be publicly opened. The "official" time clock is located at the reception desk area for the Rhode Island Division of Purchases. The proposals must be submitted according to the requirements detailed in this document. Any and all submissions received after such date and time shall not be accepted. Proposals must be delivered to the following address.

State of Rhode Island
Department of Administration
Division of Purchases - Second Floor
One Capitol Hill
Providence, RI 02908

Please note that one (1) original and two (2) copies of **the submission must be received in a sealed envelope that is clearly marked on the outside in the following manner:**

REQUEST FOR PROPOSALS - SPLP 159
SALE OF EXCESS LAND AND IMPROVEMENTS THEREON
45 BLUEBERRY LANE, NORTH KINGSTOWN, RHODE ISLAND
ASSESSOR'S PLAT 158 Lot 200

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered.

PROPOSAL CONTENTS

Offerors must include the following information in the submitted proposal: (**One Original - Signed In Blue Ink)** and Two Copies)

1. **Letter of Transmittal**

   Letters of Transmittal must accompany each proposal signed in blue ink by the offeror or a duly authorized representative.

2. **Offer To Purchase**

   Offerors must submit a completed **OFFER TO PURCHASE FORM (See EXHIBIT 1**)signed in blue ink with the Letter of Transmittal.

3. **Affidavits (Non-Collusion & Non-Conviction)**

4. **Disclosure Form (If Corporation/Partnership/Limited Liability Company)**

5. **Certificate of Authority (If Corporation/Partnership/Limited Liability Company**

Price Offered

The price offered must be for the entire Property as described. No bids for portions or subparts of the Property will be considered.

Proposal Evaluation, Selection and Award Schedule

Proposals will be evaluated by the BHDDH/RIDOA Review Committee. This committee will forward its recommendation to the Director, RI Department of Administration, who will, in turn, recommend a proposal award to the State Properties Committee. No proposal award will be in force or binding without the approval of a Purchase and Sale Contract by the State Properties Committee.

EVALUATION CRITERIA

Price Offered to the State: 100 POINTS

Offerors shall include an offer price (OFFER TO PURCHASE FORM) to the State for the subject property. The price offered is the sole criteria for evaluation.

Maximum Score (Total Points): 100 POINTS

AFFIDAVIT OF NON-COLLUSION **(Form 1)**

SPLP 159
Sale of 45 Blueberry Lane
North Kingstown, Rhode Island
Lot 200 of Tax Assessor's Plat 158

I, _____ of _____
(Name) (City/Town, State)

being of lawful age, duly sworn, state that I am an Agent authorized by the Proposer to submit the attached Request for Proposals on the Proposer's behalf. That the proposal filed herewith is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation. That such proposal is genuine and not collusive or a sham; that said Proposer has not, directly or indirectly induced or solicited any other Proposer to put in false or sham proposal, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone else shall refrain from proposing. That said Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any to fix the proposal price of said proposal or to fix any cost element of such proposal price of said Proposer or any other Proposer, or to secure any advantage against anyone interested in the proposal. That there has been no discussion between Proposers and any official of the Rhode Island Department of Administration or the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals or any employees of the Rhode Island Department of Administration or the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals concerning exchange of money or other things of value for special consideration in submitting a sealed proposal. That all statements contained in such proposal are true; that Proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof of the contents thereof, or divulged information or data relative thereto to other parties.

Proposer: _____

By: _____

Name: _____
(typed or printed)

Title: _____

Date: _____

Signed and sworn before me this _____ day of _____, 2012.

_____
Notary Public
My Commission expires _____

Affix seal

AFFIDAVIT OF NON-CONVICTION **(Form 2)**

SPLP 159
Sale of 45 Blueberry Lane
North Kingstown, Rhode Island
Lot 200 of Tax Assessor's Plat 158

I HEREBY AFFIRM THAT:

I am the _____ and the duly authorized representative of
(Title)

_____
(Business, Organization, or Corporation)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I FURTHER AFFIRM THAT: Neither I, nor, to the best of my knowledge, information and belief, the above business as above-described in this proposal, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, have been convicted of, or has had probation before judgment, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Rhode Island State Law or the law of any other state or the Federal government. (Indicate below the reason(s) why affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, sentence or disposition, name(s) of person(s) involved, and their current positions and responsibilities with the business.)

_____

_____

_____

_____

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) Been convicted of any current violation of a state or federal antitrust statute;

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF CORPORATION

I, _____, Secretary of _____, under oath make affidavit
(state full name of corporation)

and say that the following, the officers and directors of said _____ corporation,
(identify as business, non-business, professional)

having been duly elected and/or appointed to:

President _____

Vice President _____

Treasurer _____

Secretary _____

State of Incorporation _____

Principle Place of Business _____

DIRECTORS

Name	Address

STOCKHOLDERS

Name	Address

Property under lease to/from the State of Rhode Island covered by this certificate:

Location: _____

State Offices Occupying Property (if any): _____

In witness whereof I have hereunto set my hand and the seal of the said _____,
(hereunto duly authorized) this _____ day of _____ 20___.

By _____, its Secretary.
STATE OF RHODE ISLAND
COUNTY OF _____

Subscribed and sworn to before me at _____ this _____ day of _____ 20 ___.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration

STATE PROPERTIES COMMITTEE
One Capitol Hill
Providence, RI 02908

CERTIFICATE OF DISCLOSURE OF PARTNERSHIP

1. Name of partnership (if any) _____

2. Type or character of business _____

3. Location of Principal Place of Business _____

4. Name of individuals having legal title to the property under lease to the State of Rhode Island:
(complete only when subject partnership is landlord)

_____

_____

_____

_____

_____

5. Property under lease to / from the State of Rhode Island covered by this certificate:

Location: _____

State Offices Occupying Property (if any): _____

6. Name and place of residence of each partner, general and limited partners being respectively designated:

NAME	RESIDENCE ADDRESS	TYPE OF ADDRESS

I hereby under oath make affidavit in my capacity as a partner and state that this certificate of disclosure is complete, true, and correct.

_____ _____
Signature of Partner Filing Certificate Date

STATE OF RHODE ISLAND

COUNTY OF

Subscribed and sworn to before me at _____ this _____ day of _____ 20___.

_____
Notary Public

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Department of Administration
State Properties Committee
One Capitol Hill
Providence, RI 02908

CERTIFICATION OF DISCLOSURE OF LIMITED LIABILITY COMPANY

The undersigned hereby certifies to the State Properties Committee under oath that _____, LLC is a limited liability company authorized by the Secretary of State to conduct business in Rhode Island and that the following information is true and accurate:

Business address: _____

Agent for Service: _____
(Name) (Address)

Member(s): _____
(Name) (Address)

_____
(Name) (Address)

_____
(Name) (Address)

The property under consideration for purchase or lease covered by this certificate is identified as:

_____
_____
_____
_____

IN WITNESS THEREOF, I hereby set my hand this ____ day of _____, 200__.

_____
(Member)

STATE OF RHODE ISLAND
COUNTY OF _____

Signed and sealed before me in the City/Town of _____ on this ____ day of _____, 200__.

_____
NOTARY PUBLIC
My commission expires:

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of _____ the corporation described in and which executed the foregoing instrument with the State of Rhode Island; that the said corporation is organized under the laws of the State of Rhode Island; that the corporate seal affixed to said instrument is the seal of said corporation; that _____ who executed said instrument as _____ of said corporation was then _____ of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said _____; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this _____ day of _____, 20__.

_____

_____
Secretary

EXHIBIT 1
OFFER TO PURCHASE FORM

OFFER OF PURCHASE

On this date and in accordance with the terms and conditions set forth in Request for Proposals SPLP 158, the offer to purchase that certain real estate legally identified as Lot 200 of Tax Assessor's Plat 158 (45 Blueberry Lane, North Kingstown) is as follows:

Offer Amount: _____

Dollars ($_____).

Also, as required by the terms of the offering bid surety in the amount of _____Dollars ($_____// **5% of Total Offer**) in the form of a cashier's or certified check made payable to "State of Rhode Island – General Treasurer" is enclosed.

This offer is made and surety submitted on behalf of:

Name of Individual, Business, or Corporation: _____

_____

Address: _____

City/Town, State: _____

Telephone Number: _____

E-Mail Address:_____

By a duly authorized agent:

Name (print or type): _____

Signature: _____ Date: / / 2012

Witnessed:

Name (print or type): _____

Signature: _____ Date: / / 2012

EXHIBIT 2
AERIAL PHOTOGRAPH OF PROPERTY

45 BLUEBERRY LANE
NORTH KINGSTOWN, RI

EXHIBIT 3
PORTION OF TAX ASSESSOR'S PLAT MAP

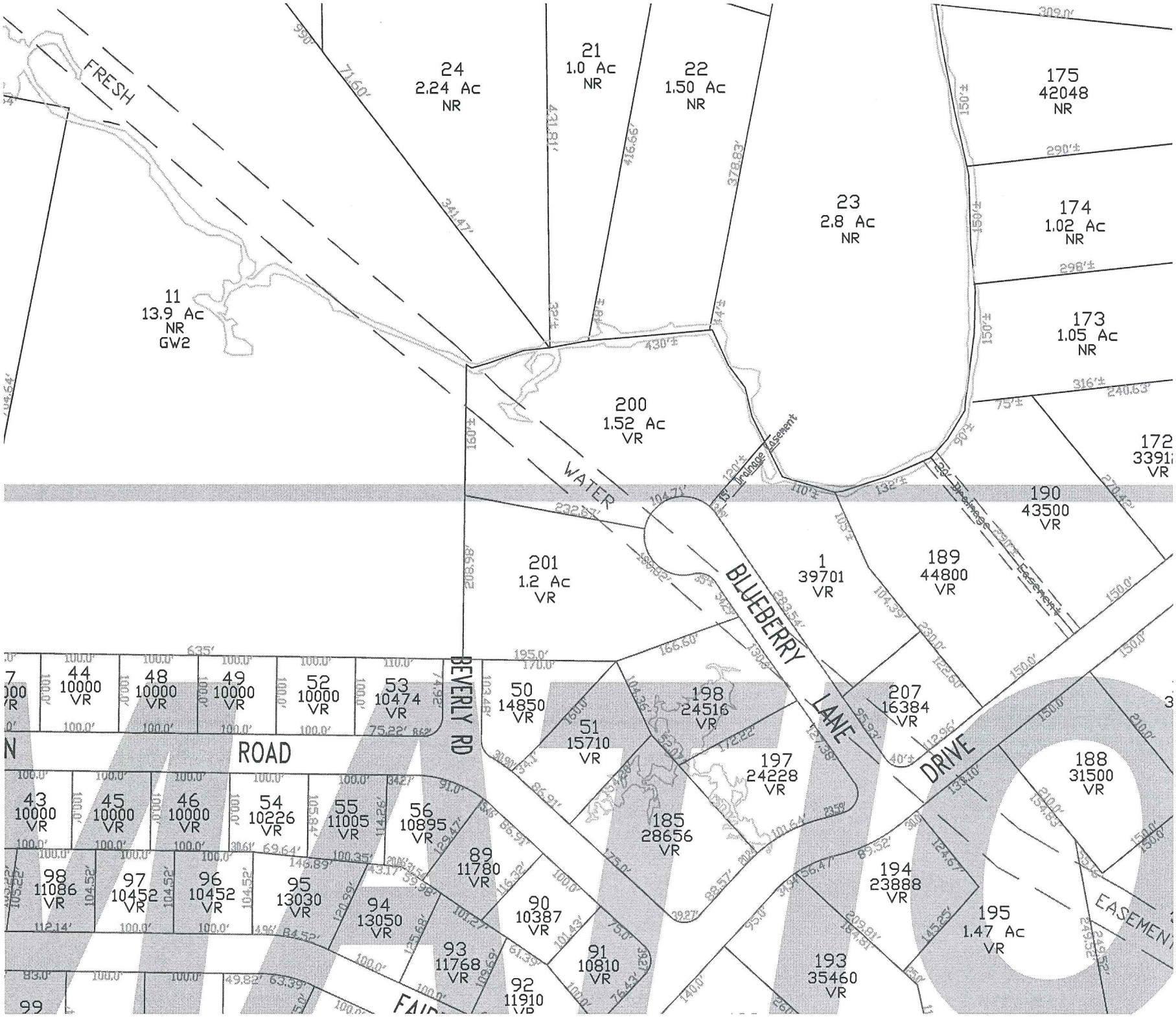

FRESH
24
2.24 Ac
NR
21
1.0 Ac
NR
22
1.50 Ac
NR
23
2.8 Ac
NR
175
42048
NR
174
1.02 Ac
NR
173
1.05 Ac
NR
11
13.9 Ac
NR
GW2
200
1.52 Ac
VR
WATER
Drainage Easement
190
43500
VR
201
1.2 Ac
VR
1
39701
VR
189
44800
VR
BLUEBERRY
LANE
DRIVE
BEVERLY RD
ROAD
44
10000
VR
48
10000
VR
49
10000
VR
52
10000
VR
53
10474
VR
50
14850
VR
51
15710
VR
198
24516
VR
207
16384
VR
197
24228
VR
188
31500
VR
43
10000
VR
45
10000
VR
46
10000
VR
54
10226
VR
55
11005
VR
56
10895
VR
185
28656
VR
98
11086
VR
97
10452
VR
96
10452
VR
95
13030
VR
94
13050
VR
89
11780
VR
90
10387
VR
194
23888
VR
195
1.47 Ac
VR
93
11768
VR
91
10810
VR
92
11910
VR
193
35460
VR
EASEMENT

EXHIBIT 4
DRAFT PURCHASE AND SALE CONTRACT

DRAFT PURCHASE AND SALE CONTRACT DRAFT 7/24/12 MDM

The STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS acting by and through the Department of Administration, with an address of One Capitol Hill, Providence, RI 02903 hereinafter called the "**Seller**" agrees to sell and _____ with a principal office located at _____ hereinafter called the "**Buyer**"," agrees to buy for good and valuable consideration upon terms hereinafter set forth, that certain parcel of real estate located at 45 Blueberry Lane, North Kingstown, RI containing 1.52± acres of land and identified in the land evidence records of the Town of North Kingstown as **Assessor's Plat 158, Lot 200**, (the "Property") as more specifically described in Exhibit A attached hereto and made of part hereof.

1. The Property is to be conveyed **"as is"** by quit claim deed and said deed shall convey all the Seller's right, title, and interest in and to the aforesaid Property.

2. The purchase price for the Property shall be _____Dollars ($_____) (the "Purchase Price") of which _____Thousand and 00/100 Dollars ($_____.00) (the "Deposit") shall be paid within ten (10) business days of the Effective Date of this contract to_____, (as escrow agent ("Escrow Agent"), to be held in an interest bearing account for the benefit of the Seller and the balance of which shall be paid to Seller upon the delivery and recording of the deed, hereinafter called the "Closing." The Deposit, together with the interest earned thereon, and balance of the Purchase Price shall be paid to the Seller by wire transfer or certified check.) .

3. Full possession of the Property is to be delivered to Seller at the closing, the Property to be then: (a) free of tenants and occupants and in the same condition as it is now in, reasonable wear and tear thereof excepted, and (b) in compliance with the provisions of any instrument referred to in the deed cited above. As set forth in Paragraph 6, below, the Buyer shall be entitled to an inspection of the Property prior to the Closing in order to determine whether the condition thereof complies with terms of this clause and to conduct any other inspections necessary.

4. The Closing shall be scheduled to occur by mutual agreement of the Buyer and the Seller (and Escrow Agent) within sixty days of the date hereof. The deed and any documents evidencing Seller's authority reasonably requested by Buyer are to be prepared by the Buyer/Seller and other necessary instruments are to be prepared by the Buyer and/or Escrow Agent. Buyer and Seller shall execute such additional closing documents as are customary and reasonable. Time is of the essence to this contract.

5. The Buyer shall have sixty (30) days "Review Period" from the Effective Date of this contract to examine title to the Property.
If Buyer notifies Seller by the expiration of the "Review Period" that Buyer is not in its sole discretion, satisfied with Seller's title to the property, or not able to obtain an ALTA owner's policy at standard rates at the Closing insuring good and marketable title to the Property without exception for any matters recorded after the date of Buyer's title commitment, then Buyer may terminate this purchase and sale contract by written notice to Seller, in which event, the deposit shall be returned to Buyer and the purchase and sale contract shall become null, void and of no further force or effect; provided, however, that Buyer shall give Seller timely notice of any title defects and, further, shall give Seller, at Seller's sole discretion, a reasonable opportunity to cure any such title defect.

6. The Seller shall prepare a metes and bounds description of the Property that conforms with Exhibit A which said metes and bounds description shall be appended as an Exhibit to the deed.

7. The Seller agrees to maintain the Property in its current condition until the closing and will prevent and refrain from any use of the Property for any purposes or in any manner which would adversely affect the Buyer's intended use of the Property.

8. The terms and conditions aforesaid shall bind the heirs, successors, personal representatives and assigns of the parties, and this contract represents the final and total integration of the understanding of the parties.

9. In the event that Seller defaults on its obligations hereunder, Buyer shall have the right to all remedies available to equity and law including, but not limited to specific performance and a full return from the Escrow Agent of the Deposit plus earned interest, if any. In the event of a default by Buyer, the Escrow Agent shall release to the Seller the Deposit and all interest earned thereon, which shall constitute full and complete liquidated damages and Seller shall have no further remedy at law or in equity for any default by Buyer.

10. Buyer and Seller represent and warrant to each other that they have dealt with no broker in connection with the transaction contemplated by this Contract and each agrees to indemnify the other against any claim, expense, or liability that may arise from a breach of this representation and warranty. This provision shall survive closing.

11. The Property shall be conveyed to Buyer subject to all restrictions set forth in Exhibit B attached hereto and made a part hereof which shall be appended as an exhibit to the deed.

12. This contract is subject to the Town of North Kingstown's statutory right to purchase the Property as set forth in R. I. Gen. Laws § 37-7-5. In the event that the Town of North Kingstown exercises its statutory right to purchase the Property, then this contract shall be null, void and of no further force or effect and the Deposit and all interest earned thereon shall be refunded to the Buyer. (by the Escrow Agent).

13. This contract is subject to final State Properties Committee approval and its execution of the deed and associated documents. In the event that the State Properties Committee does not give its approval to the sale or does not execute the deed, then Seller (and/or Escrow Agent) shall refund the Deposit and all interest earned thereon and the parties shall be relieved of all further obligations or liabilities hereunder.

14. Time is of the essence to the terms and provisions of this contract.

15. Buyer may, with prior written notice to Seller and subject to State Properties Committee approval, assign or otherwise transfer its interest under this contract to any entity directly controlled by Buyer or any entity directly controlled by Buyer and created by Buyer for the purpose of taking title to the Property (a "**Buyer Affiliate**"); provided, however, that no such assignment shall relieve Buyer of its obligations or liabilities under this contract and Buyer shall remain fully liable pursuant to the terms of this contract. For the foregoing purposes "control" shall mean ownership of 51% or more of the ownership interests of the applicable entity. Subject to the foregoing, this contract shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.

16. This contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

17. If any term or provision of this contract shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, but the remainder of this contract and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.

18. All notices, requests, demands or other communications required or permitted under this contract shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, by facsimile transmission, or by overnight courier (such as Federal Express), addressed as follows:

If to Seller:

with a copy to:

If to Buyer:
with a copy to:

All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this section. Notices may be given by a party hereto or by its legal counsel.

19. If, prior to Closing, the Property or any part thereof shall be destroyed or materially damaged by fire or other casualty (that is, damage or destruction which Seller reasonably believes could be in excess of $50,000.00, then Buyer shall have the option (to be exercised within twenty (20) days after Seller notifies Buyer of such event) either to terminate this contract or to consummate the transaction contemplated by this contract notwithstanding such destruction or material damage. Buyer's failure to make such an election within such twenty (20) day period shall be deemed an election to consummate the transaction. If Buyer elects to consummate the transaction contemplated by this contract, then Buyer shall be entitled to settle the loss under all policies of insurance applicable to the destruction or damage and receive the proceeds of insurance applicable thereto, and Seller shall (a.) at Closing and thereafter, execute and deliver to Buyer all required proofs of loss, assignments of claims and other similar items or insurance proceeds with respect thereto collected by Seller on or before Closing and (b.) in connection with an event of damage or destruction to the Property, credit the Buyer at Closing with the amount of any applicable property insurance deducible
If, prior to Closing, there is any other damage or destruction (that is, damage or destruction which Seller reasonably believes would cost $50,000.00 or less to repair, then Seller shall either repair such damage prior to Closing or allow Buyer a credit against the Purchase Price in an amount equal to the reasonably estimated cost of repair, in which case Seller shall retain all insurance proceeds applicable to such damage or destruction.

22. The "Effective Date" of this contract shall be the last date signed by either party to this contract.

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, _____.

SELLER:

[Remainder of Page Intentionally Blank. Signatures on following pages.]

DRAFT

STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION

_____

Director

State of Rhode Island
County of Providence

In Providence on this _____ day of _____, _____, before me personally appeared_____, to me known and known by me to be the Director of the Rhode Island who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island .

_____
Notary Public
My Commission expires: _____

BUYER:

By: _____ Date: _____
Its: _____

_____

On _____, 200____, before me, the undersigned, a notary public for the_____, personally appeared

_____

☐ personally known to me - **OR** -
☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____

Notary Public
My commission expires:

STATE PROPERTIES COMMITTEE

APPROVED this _____ day of _____, _____ by the State Properties Committee.

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Attorney General

APPROVED AS TO SUBSTANCE:

By:_____
Director of Administration

APPROVED:

By: _____
Public Member

Exhibit B

Attached hereto and made a part hereof:

The Grantee, for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the parcel of land described in Exhibit A, that:

1. Any use of said parcel of land will be in compliance with "Appendix C," Title VI of the Federal Civil Rights Act of 1964, as amended, i.e., without discrimination as to race, color or national origin.

2. No billboard, sign or other outdoor advertising devices shall be erected upon said parcel of land other than those indicating ownership and type of activity being conducted on the premises and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of the Department of Administration and/or the Federal Highway Administration and subject to local zoning ordinances.

3. Any public utilities or municipalities having facilities under, over or through the parcel of land herein conveyed as of the date of these presents shall have the right and easement to continue to maintain, operate and renew their facilities within the premises herein described.

4. The Grantee will indemnify, save harmless and defend the Grantor, State of Rhode Island, its departments, agencies and or employees from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the "Rhode Island Hazardous Waste Management Act," R. I. Gen. Laws § 23-19.1-1, *et seq.*; the "Rhode Island Hazardous Substances Act," R.I. Gen. Laws § 23-24-1, *et seq.*; the "Rhode Island Rules and Regulations for Hazardous Waste Management", (2005); the "Oil Pollution Control Act," R.I. Gen. Laws § 46-12.5.1-1, *et seq.;* the "Comprehensive Environmental Response, Compensation and Liability Act", as amended, 42 U.S.C. 9601, *et seq.*; and the "Resource Conservation and Recovery Act," as amended, 42 U.S.C. 6901, *et seq.*, on, beneath, above or under the parcel of land herein conveyed attributable to the Grantee subsequent to the date of this conveyance arising under R.I. Gen. Laws § 23-19.1-1, *et seq.*, as amended or otherwise, and R.I. Gen. Laws § 46-12.5.1-1, *et seq.,* as amended or otherwise.

EXHIBIT 5
INFORMATION ON RIDEM APPROVED INDIVIDUAL SEWAGE DISPOSAL SYSTEM

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RECEIVED
SEP 1 1988
FACILITIES & MAINTENANCE SERVICES

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
38 State Street
Providence, R. I. 02908

To: Rhode Island Dept. MHRH
Box 8268
Cranston, R.I. 02920

Date: August 23, 1988

Plat 158 **Lot** 200

Application No. 8723-317

Street Location: 45 Blueberry Lane
North Kingstown

CERTIFICATE OF CONFORMANCE

This Certificate of Conformance means that the Individual Sewage Disposal System which has been installed under the above application number appears to substantially conform with that indicated on the plan and specifications submitted. PERMISSION IS THEREFORE GRANTED FOR OCCUPANCY OF THE BUILDING AND FOR UTILIZATION OF THE SEWAGE DISPOSAL SYSTEM. By forwarding a copy of this certificate to the municipal building official, he is hereby authorized to issue a Certificate of Occupancy for the building provided all other local requirements have been met.

This Certificate is based solely upon the representations of the Owner and his agents who are responsible for the proper installation of this system. The Department of Environmental Management has approved the application in reliance upon those representations and is not responsible for any of the construction notes, details, specifications, distances or elevations indicated on the application, plan or specifications.

This approval is subject to future suspension and revocation in the event that subsequent examination reveals any of the data indicated on any application, plan or specifications to be incorrect, or not in compliance with applicable regulations or in the event that the system discharges sewage on or to the surface of the ground, or, on or to any watercourse or, fails to operate satisfactorily in any other manner.

Authority: T Tucker

Individual Sewage Disposal Section
Division of Land Resources
Department of Environmental Management

Refer to Reverse Side
cc: Building Inspector

BLUEBERRY LANE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
75 Davis Street , Room 209
Providence, R.I. 02908

RECEIVED
MAR 22 1988
FACILITIES & MAINTENANCE

NOTICE OF APPROVAL

ATTACHED IS YOUR APPROVED APPLICATION FOR AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM AND ACCOMPANYING PLANS. PRIOR TO COMMENCING ANY CONSTRUCTION OF THE BUILDING FOUNDATION OR SEWAGE DISPOSAL SYSTEM, THOROUGHLY READ AND REVIEW THE ENTIRE APPROVAL PACKAGE. PAY PARTICULAR ATTENTION TO ALL DISTANCE, SIZE AND ELEVATION REQUIREMENTS; AND ALL OTHER CONSTRUCTION REQUIREMENTS, TERMS OF APPROVAL AND INSPECTION REQUIREMENTS. EACH REQUIREMENT ON YOUR APPROVED APPLICATION AND ACCOMPANYING PLANS MUST BE STRICTLY ADHERED TO. NON-COMPLIANCE WITH THE APPROVAL WILL PLACE YOU IN VIOLATION OF THE RULES AND REGULATIONS OF THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT PERTAINING TO INDIVIDUAL SEWAGE DISPOSAL SYSTEMS WHICH MAY RESULT IN THE SUSPENSION OF YOUR APPROVAL.

REFER TO PUBLIC INFORMATION BULLETIN NUMBER 5-SD (ON THE REVERSE SIDE) FOR GUIDELINES REGARDING YOUR APPROVED APPLICATION FOR AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM.

SPECIAL NOTICE

IF YOUR LOT IS WITHIN 200 FEET OF THE OCEAN, A SALT WATER MARSH, OR POND, OR, IN ANY OTHER AREA SUBJECT TO REVIEW BY THE COASTAL RESOURCES MANAGEMENT COUNCIL, YOU MUST PURSUE SUCH BY NOTIFYING THEM AT OLIVER H. STEDMAN GOVERNMENT CENTER, TOWER HILL ROAD, WAKEFIELD, RHODE ISLAND 02879 (277-2476).

DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT
DIVISION OF LAND RESOURCES
INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

REFER TO REVERSE SIDE

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF LAND RESOURCES
INDIVIDUAL SEWAGE DISPOSAL SYSTEM APPLICATION (2/79)

APPLICATION NUMBER: 8723-317

PURPOSE OF APPLICATION: ☐ NEW BUILDING CONSTRUCTION ☐ ALTERATION OF EXISTING SYSTEM ☒ REPAIR TO MALFUNCTIONING SYSTEM

APPLICATION DATE: 12/22/87

SITE LOCATION — STREET: #45 BLUEBERRY LANE — CITY/TOWN: NORTH KINGSTOWN

PLAT NUMBER: 158 — ☒ ASSESSORS ☐ RECORDED — LOT NUMBER: 200 — LOT SIZE: 1.6Ac± — WETLANDS DETERMINATION REQUEST ATTACHED? ☒ YES ☐ NO

SUBDIVISION NAME: — — SUBDIVISION LOT NUMBER: — — REVIEWED BY STATE? ☐ YES ☒ NO — WATER SUPPLY ☒ PUBLIC ☐ WELL

OWNER'S NAME — LAST: RHODE ISLAND DEPT. MHRH — FIRST — INIT.

MAILING ADDRESS: Box 8268 — CITY/TOWN: CRANSTON — ZIP CODE: RI 02920

BUILDING USE: RESIDENTIAL — ANY PREVIOUS APPLICATION FOR THIS SITE? ☐ YES ☒ NO APP. NO.____ DATE____

NO. DESIGN UNITS: 6 — DESIGN FLOW: 150 GALLONS PER BEDROOM UNIT — TOTAL DAILY FLOW: 900 GALS.

REQ'D. TANK SIZE: 2000 GALS. — TYPE SYSTEM: DIFFUSOR TYPE — ☐ TRENCH ☒ CHAMBER ☐ BED ☐ OTHER: DESCRIBE

NUMBER OF LINES: 3 — WIDTH: 6' — LENGTH: 26, 34, 38' — TOTAL SQ. FEET: 596 — 4 END UNITS 3 INT. UNIT (SEE PLAN)

SOIL DESCRIPTION BY STRATA - SEE REVERSE SIDE FOR CODES AND INSTRUCTIONS.

DEPTH	0 TO 12"	12" TO 48"	48" TO 8'±	TO
SOIL TEXTURE	LM	SL	MS CS 1ST	
DENSITY	LC	LC	LC LT BROWN	

DEPTH	TO	TO	DEPTH HOLE	DEPTH IMPERVIOUS
SOIL TEXTURE	TEST HOLE ☒		8'±	NONE
DENSITY			DATE HOLE EXCAVATED	7-11-86

WATER TABLE DATA			MULTIPLE READINGS			PERCOLATION RATES		
	DEPTH (A)	DATE		DEPTH (B)	DATE	RATE	DEPTH	DATE
1.	29"	2-3-87	1.	29"	2-3-87	1	48"	10-31-86
2.			2.	29"	2-19-87	2	30"	10-31-86
3.	TH A		3.			3.		
4.			4.			DESIGN PERC. RATE: 2	DESIGN APP. RATE: 1.76	
5.			5.			MINIMUM REQUIRED LEACHING AREA: 512 SF		

WET SEASON DESIGN DEPTH: EL 95.5 THA-2' FEET — EXPLAIN HOW DETERMINED: TESTHOLE 1987 WETSEASON THA DISC.# W8723-34

The undersigned, DONALD L. DAVIS Engineer/Surveyor, hereby certifies that he has conducted certain percolation tests, subsoil explorations and ground water table elevation determinations on the property identified in and by this application and accompanying forms, submittals, plans and sketches; that said tests have been conducted in accordance with the rules and regulations of the Rhode Island Department of Environmental Management pertaining to individual sewage disposal systems; that he has prepared all of the aforementioned documents; and that all information on this application and accompanying forms, submittals, plans and sketches are true and accurate and represent truthfully and accurately what the information hereon and the information and designs on the accompanying forms, submittals, plans and sketches purport to represent.

SIGNATURE OF ENGINEER/SURVEYOR: Donald L. Davis — TITLE: RLS

REGISTRATION NUMBER: 1787 — REPRESENTING: ALPHA ASSOCIATES — TELEPHONE NO.: 884 8506

The Owner certifies that the system will be installed in strict accordance with this application and attached forms, submittals, plans and sketches. The Owner further certifies that he assumes all responsibility for the truth and accuracy of the representations hereon, and on all forms, submittals, plans and sketches attached hereto, and assumes all liability and responsibility for any improper installation of the system on this site, and agrees to hold the Department of Environmental Management harmless from any and all claims against it for any future failure of the system.

TELEPHONE NO.: 401 464 3044 — Thomas Lavery — Owner's Signature

DISPOSITION OF APPLICATION (ENVIRONMENTAL MANAGEMENT DEPT. USE ONLY)
THIS APPLICATION ATTACHED PLAN AND SPECIFICATIONS ARE HEREBY:

☒ APPROVED ☐ RENEWED ☐ TRANSFERRED OWNERSHIP ☐ DENIED. SEE ATTACHED SHEET — PREVIOUS APP. NO.

If approved, renewed or transferred, the following applies:
Based upon the representations of the Owner, and the Owner's agents and/or servants, including the representations of the Owner's Engineer and/or Surveyor, regarding the truth and accuracy of all information submitted on the application and the accompanying forms submittals, plans and sketches, this application for an individual sewage disposal system is hereby approved. The Department of Environmental Management assumes no responsibility or liability for the future safe operation or maintenance of the aforesaid system, of the fitness or suitability of this system to this site, nor does it assume any responsibility for the accuracy and truth of the Owner's, or the Owner's agents' and/or servants' representations. This approval is subject to future suspension and revocation in the event that subsequent examination reveals any of the data indicated on any application, form, submittal, plan or sketch to be incorrect, or not in compliance with the regulations, or in the event that the system discharges sewage on or to the surface of the ground, or, on or to any watercourse or, fails to operate satisfactorily in any other manner.

This approval expires in 1 year if water supply is individual well, or in 2 years if public. This permit is valid for owner signed above only, change of ownership requires new permit.

IMPORTANT: NOTE (Circled) ADDITIONAL TERMS OF APPROVAL

A. Bottom of leaching area excavation must be inspected by the Dept. of Environmental Management prior to placement of any gravel or stone.
B. Excavation work on leaching area must be performed during dry season only (June-November).
C. It is essential that all distances and elevations be accurately set prior to the start of construction.
D. Approved per variance Board/Appeal Decision dated____, all requirements, conditions and stipulations of which shall be strictly adhered to.
E. All stages of construction must be supervised by the system designer, and a written statement of findings submitted to this office.
F. The discharge of laundry wastes into this system is prohibited.
G. Other: WETLANDS #87-1085A ALL CONDITIONS MET

SIGNATURE OF ENVIRONMENTAL MANAGEMENT DEPT. OFFICIAL: Mark Boucher — DATE: 9/14/88 — CONTROL NO. 82315

APPLICANT

T. Laverty

BOOK 570 PAGE 318

RECEIVED
MAY 4 1988
FACILITIES & MAINTENANCE SERVICES

BLUEBERRY LANE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Environmental Management
DIVISION OF GROUNDWATER
AND FRESHWATER WETLANDS
83 Park Street
Providence, R.I. 02903

RECEIVED
FEB 5 1988
FACILITIES & MAINTENANCE SERVICES

04 February 1988

R.I. Department of MHRH
c/o Thomas Laverty
Box 8268
Cranston, RI 02920

RE: Application #87-1085D

Dear Applicant:

Kindly be advised that this Department has reviewed your request for Fresh Water Wetland Applicability Determination. Our staff has inspected the site in question located at:

CITY/TOWN: North Kingstown

located west of Potter Road, north of Fairfield Drive and north of the cul-de-sac of Blueberry Lane, Assessor's Plat 158, Lot 200, North Kingstown, RI

This inspection has revealed that Fresh Water Wetlands are present on or adjacent to the subject site which are regulated by this Department. Additionally, our review of the proposed alterations described by the site plan(s) submitted with your request to this Department and entitled:

"Wetland Determination And Septic System Repair In North Kingstown, Rhode Island for Rhode Island Dept. MHRH", prepared December 1987, and received by this Department December 24, 1987

indicate that an alteration of Fresh Water Wetlands is proposed.

It is the determination of this Department that this can be approved as an INSIGNIFICANT ALTERATION of a Fresh Water Wetland under the following special conditions:

1. Only work specifically shown on the aforementioned site plan(s) is allowed;

2. The approved site plan(s) and a copy of this letter MUST be maintained at the alteration site throughout the life of this project;

3. Erosion and sedimentation controls shall be installed at the site prior to the start of construction and be properly maintained for the duration of the project, including but not limited to:

   a) The placement of a continuous line of staked haybales or silt fence in all locations shown on the approved site plan and where otherwise necessary to prevent sediments from entering adjacent wetlands.

   b) The placement of additional erosion - sedimentation controls as required by the Wetlands Section Staff during construction.

   c) All disturbed areas are to be permanently stabilized with a suitable conservation grass seed mix prior to the completion of the project. Areas exposed for extended periods are to be completely covered with spread hay mulch.

   d) All control measures will be maintained in effective condition throughout the construction period.

4. The limits of all clearing, grading and disturbance shall be kept to a minimum within the approved area of construction. All areas outside of the limits of disturbance shall remain totally undisturbed. There shall be no soil disturbance west-northwest of the line of staked haybales, as indicated on the Approved site plan.

5. Any material, man made or natural, which is in any way disturbed and/or utilized during work herein authorized shall not be deposited in any wetland or watercourse, either onsite or off-site, unless so specifically authorized in this permit.

6. Prior to commencing any work on this project, you record a copy of this permit letter in the land evidence records of the Town of North Kingstown.

Provided that your project is undertaken in strict compliance with the Special Conditions listed above, a FORMAL permit to alter Fresh Water Wetlands will not be required. Failure to comply with any of the Special Conditions listed above will render this approval null and void.

Enclosed find one copy of the above-referenced site plan(s) stamped APPROVED by the Wetlands Section.

You are hereby notified of the presence of Fresh Water Wetlands on your property. In accordance with a 1983 amendment to the Fresh Water Wetlands Act, you <u>must</u> disclose to any potential buyer(s) of the subject property that the Department of Environmental Management has determined that there are wetland areas under jurisdiction of the Fresh Water Wetlands Act on said property.

Please note that this does not remove your obligation to obtain any necessary permits from other state or local agencies.

If you have any questions regarding this matter, please contact Brian Lang at (401) 277-6820.

Sincerely,

Dean H. Albro

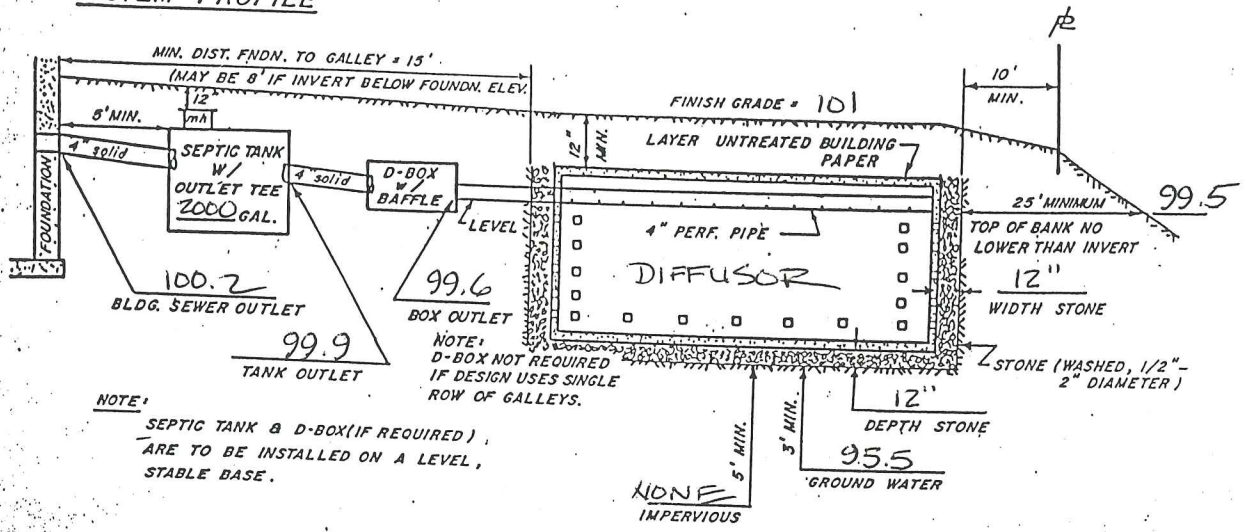
Dean H. Albro, Supervisor
Fresh Water Wetlands Section

DHA/BKL/sir

Enclosure: Approved Site Plans

cc: ISDS
North Kingstown Building Official

SYSTEM PROFILE



NOTE:
SEPTIC TANK & D-BOX (IF REQUIRED), ARE TO BE INSTALLED ON A LEVEL, STABLE BASE.

DIFFUSOR DATA

INDIVIDUAL GALLEY DIMENSIONS:
8 FT. L. x 4 FT. W. x 1.5 FT. H.

UNITS REQUIRED:

END UNITS	4
INTERMEDIATE	13
LONE	1

CONSTRUCTION NOTES

1) ALL CONSTRUCTION TO BE IN ACCORDANCE WITH DEM REG R23-1-SD.
2) THERE ARE NO KNOWN EXISTING OR PROPOSED DRAINS WITHIN 25' OF ISDS.
3) REMOVE ALL BRUSH AND TREES WITHIN 10' PERIMETER OF GALLEY.
4) CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION; HE SHALL NOTIFY THE DESIGNER OF ANY DEVIATIONS TO THESE PLANS WITHIN 10 DAYS BEFORE START OF CONSTRUCTION.
5) HEAVY EQUIPMENT SHALL NOT BE ALLOWED TO PASS OVER SYSTEM AREA; THE AREA SHALL NOT BE PAVED OVER NOR SHALL VEHICULAR TRAFFIC OR PARKING BE PERMITTED UNLESS SPECIFIED BY DESIGN.
6) MAINTAIN 25FT. MIN. DISTANCE BETWEEN WATER SERVICE AND ISDS. IF WATER SERVICE IS PROVIDED BY WELL, MAINTAIN 100 FT. MINIMUM DISTANCE BETWEEN ISDS AND ALL ONSITE/OFFSITE WELLS.
7) INSTALL OUTLET TEE IN SEPTIC TANK; D-BOX w/ BAFFLE, 3 sf MINIMUM AREA.
8) STRIP ALL UNSUITABLE SOILS IN GALLEY AREA 10' IN ALL DIRECTIONS TO A MINIMUM DEPTH OF 48", BACKFILL WITH APPROVED GRAVEL TO ELEVATION 100.0.
9) THERE ARE NO KNOWN ISDS WITHIN 100' OF PROPOSED WELL UNLESS SHOWN.
10) THERE ARE NO KNOWN WELLS WITHIN 200' OF PROPOSED ISDS.

RECEIVED
DEC 24 1987
ENV. MGMT. MANAGEMENT
WETLANDS SECTION

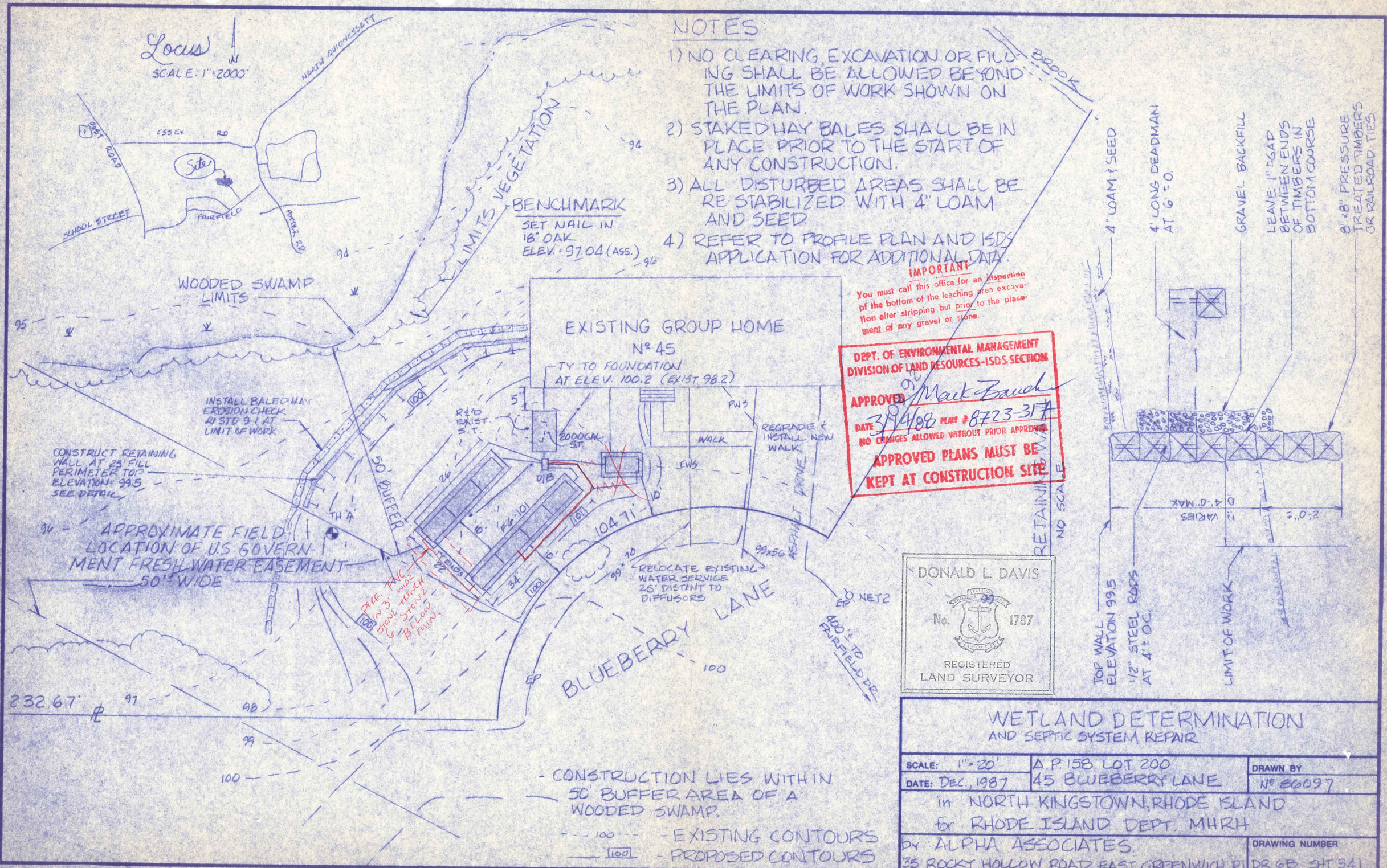
DONALD L. DAVIS
No. 1787
REGISTERED LAND SURVEYOR

PROFILE PLAN
ISDS – DIFFUSOR TYPE

PLAT 158 LOT(S) 200
in: NORTH KINGSTOWN
for: RI DEPT. MHRH
by: ALPHA ASSOCIATES
35 ROCKY HOLLOW ROAD, EAST GREENWICH, RI

NO SCALE	JOB Nº	SHT OF

RECEIVED FOR RECORD LAND EVIDENCE DEED
April 19 1988 TOWN CLERK OF THE TOWN OF NORTH KINGSTOWN
1:22 o'clock P.M.
Book 570 Page 318
Town Clerk



NOTES

1) NO CLEARING, EXCAVATION OR FILLING SHALL BE ALLOWED BEYOND THE LIMITS OF WORK SHOWN ON THE PLAN.
2) STAKED HAY BALES SHALL BE IN PLACE PRIOR TO THE START OF ANY CONSTRUCTION.
3) ALL DISTURBED AREAS SHALL BE RE STABILIZED WITH 4" LOAM AND SEED.
4) REFER TO PROFILE PLAN AND ISDS APPLICATION FOR ADDITIONAL DATA.

IMPORTANT
You must call this office for an inspection of the bottom of the leaching area excavation after stripping but prior to the placement of any gravel or stone.

DEPT. OF ENVIRONMENTAL MANAGEMENT
DIVISION OF LAND RESOURCES-ISDS SECTION
APPROVED Mark Bauch
DATE 3/14/88 PLAN # 8723-317
NO CHANGES ALLOWED WITHOUT PRIOR APPROVAL
APPROVED PLANS MUST BE KEPT AT CONSTRUCTION SITE

DONALD L. DAVIS
No. 1787
REGISTERED LAND SURVEYOR

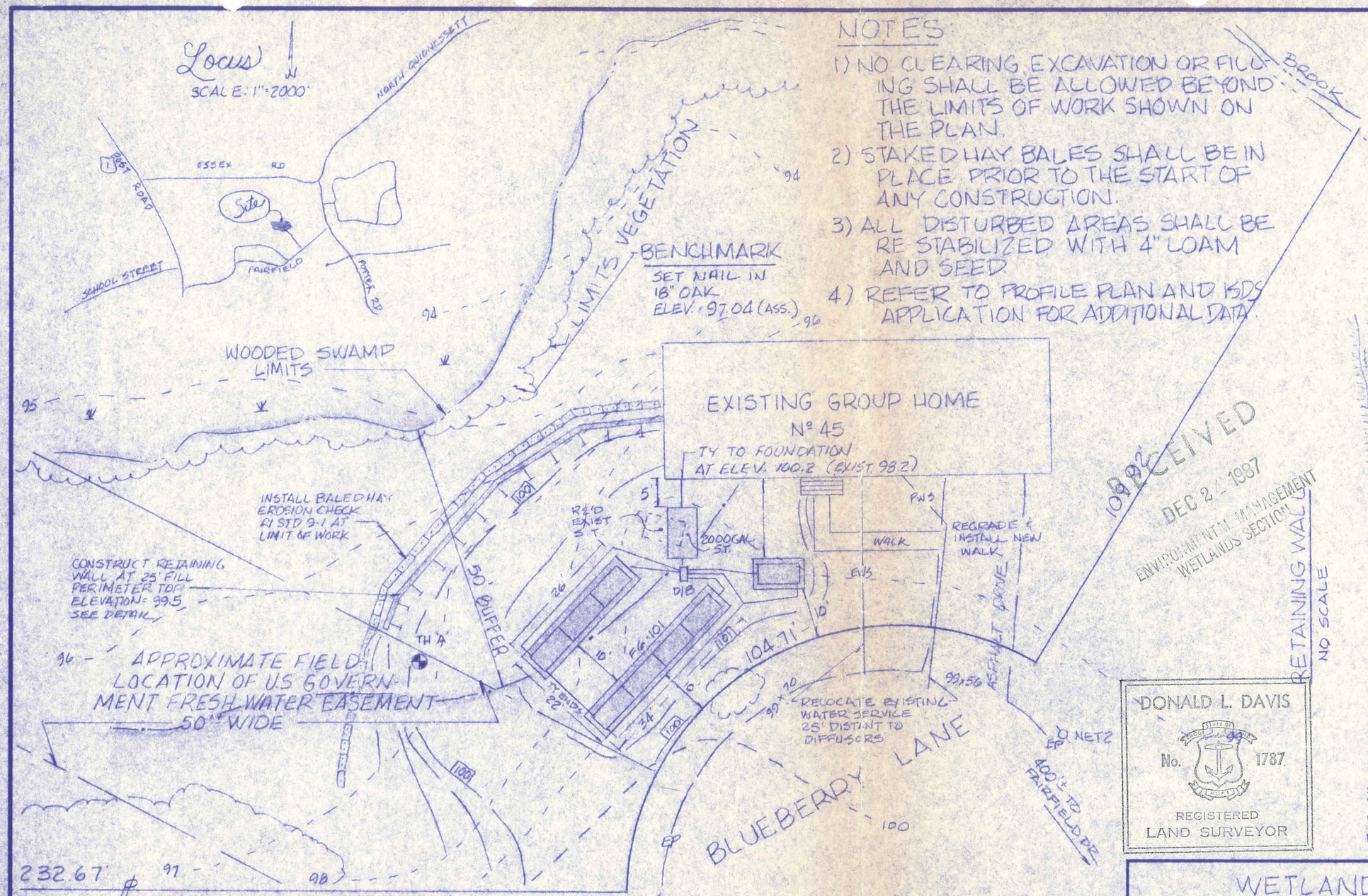
WETLAND DETERMINATION
AND SEPTIC SYSTEM REPAIR

SCALE: 1" = 20'	A.P. 158 LOT 200	DRAWN BY
DATE: DEC., 1987	45 BLUEBERRY LANE	Nº 86097

in NORTH KINGSTOWN, RHODE ISLAND
for RHODE ISLAND DEPT. MHRH

by ALPHA ASSOCIATES	DRAWING NUMBER
35 ROCKY HOLLOW ROAD, EAST GREENWICH, RI	DR 6B SHT 341

TELEDYNE POST 18AB-08 — 11 x 17



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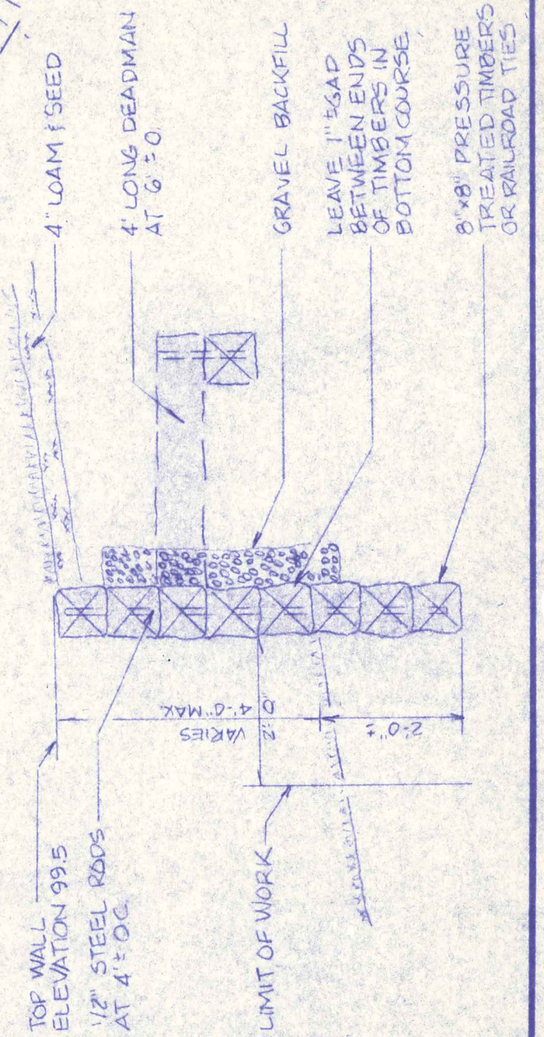
RECEIVED
DEC 24 1987
ENVIRONMENTAL MANAGEMENT
WETLANDS SECTION



DONALD L. DAVIS
No. 1787
REGISTERED LAND SURVEYOR

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF GROUNDWATER AND FRESHWATER WETLANDS
APPROVED WITH CONDITIONS
AS SPECIFIED IN THE LETTER OF APPROVAL
Dean H. Albro
DATED 4 Feb. 1988 APPLICATION # 87-1085D
NO CHANGES ALLOWED WITHOUT PRIOR APPROVAL
APPROVED PLANS MUST BE AT CONSTRUCTION SITE

- CONSTRUCTION LIES WITHIN 50' BUFFER AREA OF A WOODED SWAMP.
- - - 100 - - - EXISTING CONTOURS
—— 100 —— PROPOSED CONTOURS

WETLAND DETERMINATION
AND SEPTIC SYSTEM REPAIR

SCALE: 1" = 20'	A.P. 158 LOT 200	DRAWN BY
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