Smooth.

6280/5
FAC

FEB 3 1986

Assistant Chief of Staff, Facilities, Marine Corps Base,
Camp Lejeune
DISTRIBUTION

U.N.C. CHAPEL HILL ~~COLLEGE~~

~~N.C. DIVISION OF ENVIRONMENTAL MANAGEMENT (NCDEM) REQUEST FOR TEST WELL CONSTRUCTION~~

Intg Btwn Dr. Miller, UNC-CH

Ref: (a) Phoncon btwn Mr. Shiver, NCDEM, and Mr. Alexander, MCB EnvEngr, of ~~21 Jan 86~~ 12 Aug 86

Encl: ~~(1) EnvEngr memo 6280/5 dtd 10 Jan 86~~
~~(2) NCDEM ltr dtd 13 Jan 86~~
(1) UNC-CH 19 Aug

1. Request you review ~~enclosures (1) and (2)~~ for appropriate the maintenance and real estate issues and advise whether ~~enclosure (2)~~ the should be signed as written. Further, please recommend by ~~14 February 1986~~ 5 Sep 86 any changes to the agreement which you feel appropriate.

We will also seek input from the N.C. Division of Environmental Management on this proposal.

2. ~~Per the reference, the site requested should be the one shown on enclosure (1), vice enclosure (2).~~ Point of contact for this matter is Mr. Alexander, extension 3034.

~~R. A. TIEBOUT~~
~~K.J.K.~~
T. J. D.

DISTRIBUTION:
SJA
PWO
MAIN

Blind copy to:
EnvEngr

NCDEM ltr w-ton

Re: Groundwater Research
Tarawa Terrace Gas Station

Dear ...

[ ]

6280/4
FAC

11 APR 1986

North Carolina Division of Environmental
Management
Attn: Mr. Charles Wakild
Wilmington Regional Office
7225 Wrightsville Avenue
Wilmington, NC 28403-3696

Re: Letter of Agreement
Groundwater Test Well, Camp Lejeune, NC

Dear Mr. Wakild:

We are pleased to return the approved request for constructing the subject well. The specific terms of this approval are listed in the enclosed agreement. Please return a signed copy for our records.

For further assistance regarding this agreement ~~or in developing this test well~~, please contact Mr. Bob Alexander, Marine Corps Base Environmental Engineer, at 919-451-3034.

Sincerely,

R. A. TIEBOUT
Colonel, U. S. Marine Corps
Assistant Chief of Staff, Facilities
By direction of the Commanding General

Encl:
(1) Use Agreement AO-8

Blind copy to:
PWO
BMO
NREAD
ENVENGR

USE AGREEMENT AO-8

This use agreement between Marine Corps Base, Camp Lejeune, NC and North Carolina Division of Environmental Management, Groundwater Section, (Hereinafter called NCDEM) provides for use of facilities at the Marine Corps Base in connection with the drilling of a test well approximately 1,500ft in depth and with the drilling of 4 or 5 additional shallower wells for the purpose of identifying aquifer characteristics and groundwater production capacity by testing wells monthly.

1. NCDEM shall have the right to use the site as shown by exhibit "A" which is approximately 100' x 200'.

a. Unless otherwise agreed, the tenant shall have access to the site by existing routes to the nearest public road.

b. Any use of utilities, water, electric power and signal lines and sewer lines will be on a reimbursable basis. (see paragraph no. 2)

2. NCDEM shall reimburse Base for the actual cost of utilities and services in accordance with applicable statutes, regulations, and instructions if any utility is used.

3. Any test holes to be drilled other than those listed above shall first be approved by the Commanding General, Marine Corps Base, Camp Lejeune. If the 1,500' bore hole is to be drilled deeper, approval is also required by the Commanding General.

4. NCDEM shall not transfer or assign the use herein granted.

5. NCDEM shall not make any structural alteration, addition, or betterments without approval by the Commanding General.

6. Any alterations, additions, or maintenance to the site and access road shall be at NCDEM's sole cost and expense. NCDEM shall protect and prevent damage to the surrounding lands.

7. It is requested, upon termination of this Agreement, NCDEM shall restore premises to a condition equivalent to at the time of occupancy, reasonable wear and tear excepted.

8. Marine Base personnel reserve the right to use the premises providing such use will not interfere with the use hereby granted.

9. Upon termination of this agreement, unless otherwise provided for by prior written agreement, NCDEM shall remove from the site all structures placed or erected by it and shall permanently abandon all wells, in accordance with Federal and State law.

10. NCDEM shall indemnify and save harmless the Government, its officers, agents, servants, and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. 2671-2680) or otherwise, for death or injury to all persons or loss or damage to the property of all persons resulting from the use of the site by NCDEM.

11. Upon written request, the NCDEM will supply the owner all information derived from the test.

The United States Marine Corps understands that the activities to be carried out by NCDEM under the terms of this agreement are for the primary benefit of the State of North Carolina and any benefits accruing to the owner are incidental. NCDEM is not and shall not be construed to be an agent, employee, or contractor of the owner under the terms of this agreement.

After signature, this Use Agreement shall be effective after execution by both parties and remain in effect for a period of 2 years. While either party may terminate this agreement by giving 3 months advance written notice, the parties may terminate this agreement at any time by written agreement.

_____
DATE

_____
COLONEL R. A. TIEBOUT, USMC
Assistant Chief of Staff, Facilities
By direction
of the Commanding General
Marine Corps Base, Camp Lejeune

_____
DATE

_____
MR. CHARLES WAKILD
Regional Supervisor
NC Division of Environmental Management
NC Dept of Natural Resources and Community Development

T6280/5

6280/5
FAC

10 JAN 1986

Environmental Engineer

Assistant Chief of Staff, Facilities

NC DIVISION OF ENVIRONMENTAL MANAGEMENT REQUEST FOR TEST WELL CONSTRUCTION SITE

Ref: (a) Meeting btwn Mr. Shiver, NCDEM, and Mr. Alexander, MCB EnvEngr, on 2 Jan 86

Encl: (1) Site Location Map near Wallace Creek and Base Stables

1. This note will give you advance notice of the state's request. A formal letter of request will follow in the next two weeks. The purpose of the well is to identify aquifer characteristics and groundwater production capacity.

2. A test well is recommended by the state in conjunction with the regional groundwater study involving several counties. This study is a cooperative effort by the NCDEM and the U.S. Geological Survey.

3. The proposed test well will be located as shown on the enclosure and will be drilled to "basement rock" about 1,500 feet deep. The state will test the well monthly for one to two years. Four or five additional shallower wells will be drilled in the immediate vicinity of the test well. The purpose of the well is to identify aquifer characteristics and groundwater production capacity. This type of test well is the same as that recommended for the U. S. Geological Survey groundwater study.

A1/9

4. NCDEM will only request approval for development of the site, which is approximately 100 by 200 feet. No MCB resources are anticipated to be needed, such as electrical power or fencing of the site. During the referenced meeting, Mr. Shiver and I discussed this with Mr. Cone, Base Maintenance, and Mr. Jordan, Real Estate. No problems were encountered.

R. E. ALEXANDER

Drafter: R.E. ALEXANDER
Typist: Carol Brinkman, FAC, 9 Jan 86

Enclosure (1)

State of North Carolina
Department of Natural Resources and Community Development
Wilmington Regional Office

James G. Martin, Governor

S. Thomas Rhodes, Secretary

January 13, 1986

Colonel R. A. Tiebout
Assistant Chief of Staff, Facilities
Marine Corps Base
Camp Lejeune, NC 28542-5001

SUBJECT: Letter of Agreement
Hadnot Point Station
Marine Corps Base
Camp Lejeune
Onslow County

Dear Colonel Tiebout:

The Groundwater Section (GWS) very much appreciates Mr. Bob Alexander's assistance in acquiring and preparing this site for purposes of constructing a multi-well station on the site.

Attached Figure 1 shows where the drill site is located. During the next three to six months, we propose to do the following at this site:

1. Drill an exploratory borehole to basement rock, which is believed to be at about 1500 feet below land surface;
2. Collect formation samples at ten (10) foot intervals;
3. Obtain a geophysical log from the completed borehole;
4. Collect water level and water quality data from selected zones in each aquifer;
5. Construct a permanent observation well in each significant aquifer;
6. Perform an aquifer test on the principally used aquifer.

After the monitor wells are constructed, we propose to visit the station on some prescribed frequency to measure water levels in the wells and/or collect samples from the wells for chemical analyses.

7225 Wrightsville Avenue, Wilmington, N.C. 28403-3696 • Telephone 919-256-4161

Enclosure (2)

As you know, the United States Geological Survey (USGS) also will obtain data from this station to calibrate its RASA Model.

Enclosed is a letter of agreement that I would ask you to have Brigadier General Knotts sign and then forward it on to Mr. Perry Nelson.

Again many thanks for your help.

Sincerely,

Rick Shiver
Hydrogeologist R. S.

Attachment

cc: Perry Nelson
Oscar Howard
Central Files
WiRO

Mr. Perry F. Nelson, Chief
Groundwater Section
Division of Environmental Management
Post Office Box 27687
Raleigh, NC 27612

Brigadier General J. B. Knotts
Commanding General
Marine Corps Base
Camp Lejeune, NC 28542-5001

SUBJECT: Letter of Agreement
Hadnot Point Station
Marine Corps Base
Camp Lejeune
Onslow County

Dear Mr. Nelson:

In consideration of the site (shown in Figure 1) and of the terms and conditions stated in this letter, the United States Marine Corps agrees to permit the use of the site for the construction of a multi-well station by the Groundwater Section (GWS).

This agreement for the use of the site is subject to the following terms and conditions:

1. While either party may terminate this agreement by giving three (3) months advanced written notice, the parties may terminate the agreement at any time by written agreement.

2. Upon written request, the GWS will supply to the owner all information derived from the investigation.

3. Unless otherwise agreed, the GWS shall have access to the site by existing routes to the nearest public road.

4. All costs of construction and maintenance of sites and access shall be borne by the GWS. The GWS shall protect and prevent damage to the surrounding lands.

9. ~~5~~. Upon termination of this agreement, unless otherwise provided for by prior written agreement, ~~the GWS~~ NCDEM shall remove from the site all structures placed or erected by it and shall permanently abandon all wells ~~constructed by it~~.

6. The GWS has full responsibility for the acts and omissions by its personnel and/or agents in connection with the construction, maintenance, monitoring, and/or termination of the access and site.

A

A

Mr. Perry F. Nelson, Chief
Groundwater Section
Division of Environmental Management
Post Office Box 27687
Raleigh, NC 27612

Brigadier General J. B. Knotts
Commanding General
Marine Corps Base
Camp Lejeune, NC 28542-5001

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Hadnot Point Station
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Dear Mr. Nelson:

In consideration of the site (shown in Figure 1) and of the terms and conditions stated in this letter, the United States Marine Corps agrees to permit the use of the site for the construction of a multi-well station by the Groundwater Section (GWS).

This agreement for the use of the site is subject to the following terms and conditions:

1. While either party may terminate this agreement by giving three (3) months advanced written notice, the parties may terminate the agreement at any time by written agreement.

2. Upon written request, the GWS will supply to the owner all information derived from the investigation.

3. Unless otherwise agreed, the GWS shall have access to the site by existing routes to the nearest public road.

4. All costs of construction and maintenance of sites and access shall be borne by the GWS. The GWS shall protect and prevent damage to the surrounding lands.

9. 5. Upon termination of this agreement, unless otherwise provided for by prior written agreement, ~~the GWS~~ NCDEM shall remove from the site all structures placed or erected by it and shall permanently abandon all wells ~~constructed by it~~.

A

6. The GWS has full responsibility for the acts and omissions by its personnel and/or agents in connection with the construction, maintenance, monitoring, and/or termination of the access and site.

The United States Marine Corps understands that the activities to be carried out by the GWS under the terms of this agreement are for the primary benefit of the Section and of the State of North Carolina and any benefits accruing to the owner are incidental. The GWS is not and shall not be construed to be an agent employee or contractor of the owner under the terms of this agreement.

Sincerely,

Brigadier General J. B. Knotts
Commanding General
Camp Lejeune Marine Corps Base

USE AGREEMENT AO-8

This use agreement between Marine Corps Base, Camp Lejeune, North Carolina and _____ (Hereinafter called Tenant) provides for use by the Tenant of facilities at the Marine Corps Base in connection with the drilling of a test well approximately 1,500 ft. and with the drilling of 4 or 5 additional shallower wells for the purpose of identifying aquifer characteristics and groundwater production capacity by testing wells monthly.

1. Tenant shall have the right to use:
   (a) Use of the site as shown by exhibit "A" which is approximately 100' X 200'.
   (b) Unless otherwise agreed, the tenant shall have access to the site by existing routes to the nearest public road.
   (c) Water, electric power and signal lines and sewer lines (See paragraph No. 2).

2. Tenant shall reimburse Base for the cost of utilities and services in accordance with applicable statutes, regulations, and instructions if any utility is used.

3. Any new test holes to be drilled shall first be approved by the Commanding General, Marine Corps Base, Camp Lejeune. If the 1,500' bore hole is to be drilled deeper, approval is also required by the Commanding General.

4. Tenant shall not transfer or assign the use herein granted.

5 Tenant shall not make any structural alteration, addition, or betterments without approval by the Commanding General.

6. Any alterations, additions, or betterments to the premises shall be at tenant's sole cost and expense. The Tenant shall protect and prevent damage to the surrounding lands.

7. It is requested, upon termination of this Agreement, Tenant shall restore premises to a condition equivalent to at the time of Tenant occupancy, reasonable wear and tear excepted.

8. Marine Base personnel reserve the right to use the premises providing such use will not interfere with the use hereby granted.

9. Tenant shall be responsible and liable for accidents, injuries, or damages to Base property arising from its negligence during its operation.

10. The Tenant shall remove from the site all structures placed or erected by the Tenant. Upon completion of tests, Tenant will plug and abandon the hole in accordance with Federal and State laws.

11. Upon written request, the Tenant will supply the owner all information derived from the test.

12. The Tenant has full responsiblity for the acts and omissions by Tenants personnel and/or agents in connection with the construction, maintenance, monitoring and/or termination of the access and site.

The United States Marine Corps understands that the activities to be carried out by the tenant under the terms of this agreement are for the primary benefit of the Section and of the State of North Carolina and any benefits accruing to the owner are incidental. The Tenant is not and shall not be construed to be an agent employee or contractor of the owner under the terms of this agreement.

After signature this Use Agreement shall be effective after execution by both parties and remain in effect for a period of 2 years. While either party may terminate this agreement by giving 3 months advanced written notice, the parties may terminate this agreement at any time by written agreement.

_____
BRIGADIER GENERAL J. B. KNOTTS
COMMANDING GENERAL
CAMP LEJEUNE MARINE CORPS BASE