

FACSIMILE TRANSMITTAL HEADER SHEET						
For use of this form, see AR 25-11: the proponent agency is ODISC4						
COMMAND/OFFICE		NAME/OFFICE SYMBOL		OFFICE TELEPHONE NO. (AUTOVON/COMM.)		FAX NO. (AUTOVON/COMM.)
FROM: Ray Pilon		Buffalo District Corps of Engineers Project Management Branch		(716) 879-4146		(716) 879-4355
TO: Linda Shaw		Attorney rep. Mr. John Syms		546-8430		<b>546-4324</b>
CLASSIFICATION	PRECEDENCE	NO. PAGES (Including this header.)	DATE/TIME	MONTH	YEAR	RELEASER'S SIGNATURE
		6	3/1/2000			<i>RSP</i>

REMARKS:

Ms. Shaw:

1. This is to confirm our meeting scheduled for March 20, 2000 at 1:00 to be held at the Buffalo District Corps of Engineers. We are to meet in Conference Room A.
2. Attached is a map showing the location of the Buffalo District.
3. I am also attaching a copy of the October 21, 1999 letter to Mr. Syms that provided a Right-of-Entry that was prepared to address issues associated with Mr. Syms claims pertaining to previous contract work performed on his property.
4. As I explained, we currently have two issues we would like to address with Mr. Syms which are:
  - a. Closure of previous contract work and settlement of all claims, and,
  - b. Obtain additional rights-of-entry to perform Phase 2 Remedial Investigations.
5. I look forward to discussing these issues with you and Mr. Syms on March 20th.
6. If you require any additional information, please feel free to call me at (716) 879-4146.

Ray Pilon  
Project Manager



Space below for communications center use only



DEPARTMENT OF THE ARMY  
BUFFALO DISTRICT, CORPS OF ENGINEERS  
1776 NIAGARA STREET  
BUFFALO, NEW YORK 14207-3199

REPLY TO  
ATTENTION OF

October 21, 1999

Project Management

SUBJECT: Asbestos Removal Project, Somerset Property, Former Lake Ontario Ordnance Works, Lewiston, New York - Contract No. DACW49-98-D-0003, SPIDT, Delivery Order 01

Mr. John Syms  
Somerset Group  
1600 Balmer Road  
Youngstown, New York 14174

Dear Mr. Syms:

1. This is further to my letter dated July 16, 1999 concerning the subject contract and proposed corrective actions and payments related to your claims.
2. I am pleased to inform you that we are planning to re-mobilize our contractor in the near future to address some of your concerns.
3. In summary, we plan to:
  - a. Handpick and dispose of transite panel pieces including:
    - About five (5) transite panels located near the loading dock area,
    - About two (2) transite panels located near the old storage tank,
    - About three (3) transite panels located near the entrance gate.
  - b. Remove rocks in Area C and add topsoil and hydroseed as needed,
  - c. Repair roads with 1-inch topcoat. Roads to be repaired consist of the main road into the property from Balmer Road to the north end of Area C, and the road along the north end of Area C from the entrance road to Area B. Dimensions are approximately 1,000 feet by 20 feet; and 265 feet by 15 feet. Also the road that runs east along the north side of Mr. Syms office building requires stone as far as the bend at building 6-01 (approximately 500 feet by 10 feet).
4. You are aware that our Rights-of-Entry (ROE) have expired. Attached is a new Right-of-Entry that we propose to be executed by you to allow us to proceed. I cannot schedule our contractor to mobilize until I receive the ROE. Therefore, please review the ROE and if acceptable, return it to me as soon as possible.

Project Management

SUBJECT: Asbestos Removal Project, Somerset Property, Former Lake Ontario Ordnance Works, Lewiston, New York - Contract No. DACW49-98-D-0003, SPIDT, Delivery Order 01

5. It is also recognized that you have additional claims of damages not specifically identified above. These include:

- a. Repairs to building in Area F,
- b. Repair to damaged tank farm wall in Area E,
- c. Repair or replace two (2) water shut-off valves,
- d. Repair of fire hydrant in Area E,
- e. Repair to cooling water valve in building 6 courtyard.

Our contract requires the contractor to be responsible for these damages and we have directed him to resolve these issues with you as soon as possible

If you have any questions, or require any additional information, please do not hesitate to call me at (716) 879-4146.

Sincerely,



Raymond L. Pilon  
Project Manager

Attachment 1 - Right-of-Entry

DEPARTMENT OF THE ARMY  
RIGHT-OF-ENTRY FOR CONSTRUCTION  
DACW35-9-99-1031

FORMER LAKE ONTARIO ORDNANCE WORKS -  
SOMERSET GROUP, INC., YOUNGSTOWN, DERPFUDS PROGRAM  
NEW YORK PROJECT NO. 2FHENY002504

THE SOMERSET GROUP, INC., hereinafter called the Owner", in consideration of the assistance and advantages to be derived by the Owner, does hereby grant to the UNITED STATES OF AMERICA, hereinafter called "Government", a right-of-entry upon the following terms and conditions:

1. The Owner of said premises hereby grants to the Government an irrevocable right to enter upon the lands, hereinafter described, at any time within a period of two (2) years beginning 20 September 1999 and ending 19 September 2001 to perform surface and subsurface investigations including soil and groundwater sampling and analysis as well as remediation if necessary. The right-of-entry includes the right to perform survey and exploration of areas suspected of containing additional contamination or military materials.

2. The right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise available to the Government; the right to establish work and storage areas and the right of access to the project site.

3. All tools, equipment, buildings, improvements and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.

4. The Government shall have the right to patrol and police the lands hereinafter described during the period of this right-of-entry.

5. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

6. The land affected by this Right-of-Entry is located in the State of New York, County of Niagara, and is shown on attached Exhibit "A".

WITNESS MY HAND AND SEAL this    day of    , 1999

WITNESS:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
SIGNATURE/Title

\_\_\_\_\_ (SEAL)  
SIGNATURE/Title

ACCEPTED BY:

VICTOR L. KOTWICKI  
Chief, Real Estate Division  
Detroit District

TRANSMISSION VERIFICATION REPORT

TIME : 03/01/2000 07:29  
NAME : BUFF DIST EX OFC  
FAX : 716-879-4195  
TEL : 716-879-4195

DATE, TIME	03/01 07:24
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