

HERITAGE CONSERVATION AND RECREATION SERVICE
Department of the Interior

Application Instructions
For
Surplus Federal Real Property
P.L. 91-485
(For Public Park and Recreation Purposes)

APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATIONAL PURPOSES

Part A

To: Heritage Conservation and Recreation Service
(For address, see letterhead) 600 Arch St., Phila., Pa. 19106

The undersigned Charlestown, R.I.
(State or local government or instrumentality thereof)
hereinafter referred to as the Applicant or Grantee, acting by and through

Ms Patricia Morgan, President, Charlestown Town Council
(Name and Title of person having authority to make application)

P.O. Box 372, Charlestown, R.I. 02813-
(Street Address & Business Telephone Number) 401-364-7718

of Charlestown Town Council
hereby makes application to the United States pursuant to Section 203(k)(2)
of the Federal Property and Administrative Services Act of 1949 (63 Stat. 387),
as amended, and in accordance with the rules and regulations of the Department
of the Interior, for the transfer of the following property which has been
declared surplus by the General Services Administration and is subject to
assignment to the Secretary of the Interior for disposal for public park or
recreation purposes:

Insert:

- ①. ~~The complete name and location of the property being requested.~~ Porter-Naval Auxiliary Landing Field, Charlestown, R.I. (N-RI-469B)
- ②. ~~GSA Control Number of the subject property.~~ (N-RI-469B)
- ③. ~~Acreege of the total property or portion thereof being requested under this application for park and recreation purposes only.~~ 182 acres of land and improvements

This property is more fully described in Part B of this application, attached hereto and made a part thereof.

Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

✓

The undersigned agrees that this application is made subject to the following terms and conditions:

1. This application and its acceptance by the Department of the Interior shall constitute the entire agreement between the Applicant and the Department of the Interior, unless modified in writing signed by both parties.
2. The descriptions of the property set forth above are believed to be correct, but any error or omission shall not constitute ground or reason for non-performance of the agreement resulting from the acceptance of this application.
3. It is understood that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended, and no claim for any adjustments upon such grounds will be considered after this application has been accepted.
4. The Applicant agrees to assume possession of the property within 15 days of any written request given by the Department of the Interior after the property has been assigned to the Department of the Interior by the General Services Administration. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time, of the 16th day after such request by the Department of the Interior. The word "possession" shall mean either actual physical possession or constructive possession.
5. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Federal Government in lieu of taxes.
6. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
7. The Applicant shall on a mutually agreeable date not later than 30 days after the property has been assigned to the Department of the Interior, or such longer period as may be agreed upon in writing, tender to the Department of the Interior, the purchase price, if a purchase price is due.

8. Conveyance of the property shall be accomplished by an instrument, or instruments, in form satisfactory to the Department of the Interior without warranty, express or implied, and shall contain reservations, restrictions, and conditions substantially as follows:

- A. That the Grantee shall forever use the property in accordance with its application, and the approved Program of Utilization included in Part B of this application.
- B. That the Grantee shall, within 6 months of the date of the signing of the Deed of Conveyance, erect and maintain a sign or marker near the point or principal access to the conveyed area indicating that: the property is a park or recreation area; has been acquired from the Federal Government for such use; and is or will be made available for use by the general public.
- C. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved program mentioned under Item A, above, through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior in writing is obtained to such agreements.
- D. Biennial reports setting forth the use made of the property during the preceding two-year period shall be prepared by the Grantee and submitted to the appropriate Regional Office of the Bureau of Outdoor Recreation whose return address appears on the transmittal letter to you, for ten consecutive reports and as further determined by the Secretary of the Interior.
- E. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
- F. The Federal Government shall have the right to reserve all oil, gas, and mineral rights.

G. Title to the property transferred shall revert to the United States at its option in the event of non-compliance with any of the terms and conditions of disposal.

9. The Program of Utilization included in Part B of the application may be amended, at the request of either the Applicant or the Federal Government, with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and shall be consistent with purposes for which the property was transferred. The Applicant further agrees to furnish such data, maps, reports, and information as may be needed by the Bureau of Outdoor Recreation.

10. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole cost and expense. The Federal Government will, however, cooperate with the Applicant or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgements in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Federal Government will not be obligated to pay for any expense incurred in connection with title matters of survey of the property.

11. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded within 30 days of their receipt in the manner prescribed by local recording statutes at the Applicant's expense.

12. "Assurance of Compliance with the Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964"

The following agreement is made by the applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

The applicant agrees that (1) the program for or in connection with which any property covered by this application as transferred to the applicant will be conducted in compliance with, and the applicant will comply with and require any other person (any legal entity) who through contractual or other arrangements with the applicant is authorized to provide services

or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be subject in all respects to the provisions of said regulations; (3) the applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; and (5) this agreement shall be binding upon the successors and assigns of the applicant.

It is agreed that the instrument effecting the transfer to the applicant of any property covered by this application will contain provisions satisfactory to the United States incorporating the substance of the foregoing agreement, such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition, and (b) a covenant running with the land.

13. "The applicant agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his or her handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

PAT MORGAN

(Signature)

President, Charleston Town Council

(Title)

(Dated) _____



Box 372 Charleston, R.I.

(Address of Applicant)

02813

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this _____ day of _____, 19__.

DEPARTMENT OF THE INTERIOR

By _____

for
HCBG
only

PHYSICAL IMPROVEMENTS ON THE PROPERTY THAT ARE SUITABLE FOR USE AND/OR IMPROVEMENTS TO BE DEMOLISHED

Presently there are existing buildings and other facilities on both the recreation and municipal use portions of the 227.4 acre tract of land designated for the Town of Charlestown.

While there are no buildings situated on the 172.4 acre tract of land slated for re-use and rehabilitation as recreational facilities, there is one building located within the 55 acre municipal tract of land which could be utilized, either wholly or in part, for recreation purposes. The re-use of this building will be dependent upon:

1. Overall priorities of town government facility needs/use;
2. The condition of the buildings and their feasibility for re-use (based upon a more indepth cost/benefit analysis);
3. The completion of the recently initiated town comprehensive community plan;
4. The acquisition of the 55 acre tract by the Town of Charlestown.

The other buildings, not suitable for re-use and rehabilitation will be demolished. All buildings within the 172.4 acre recreation portion of the tract will be demolished.

Some portions of existing paved areas will be utilized after resurfacing, for hiking and bicycle trails. Other areas presently surfaced will be utilized for parking and ingress and egress to the site. Paved/surfaced areas not designated for use by automobile ingress and egress, parking or hiking/bicycle trails will be left alone for the initial years of development so that natural forces can continue to break up the paved areas, allowing the plant and wildlife species to recolonize the area.

5. PROGRAM OF UTILIZATION (REVISED 10/20/80)

• NARRATIVE

The property being applied for, for the purposes of recreation, is a 172.4 acre parcel of land contiguous to a 55 acre parcel of land, also government surplus, which the Town of Charlestown has the option of acquiring for municipal use. The entire tract which the General Services Administration has designated for recreation and municipal use by the Town of Charlestown totals 227.4 acres in area. This tract has been illustrated in Part B - 1. DESCRIPTION OF PROPERTY, page 5 of this application. The property being applied for is the north-northeastern parcel of the entire 604 acre property formerly used as the Naval Auxiliary Landing Field (NALF).

The Town of Charlestown proposes to develop and utilize the 172.4 acre parcel as a year-round, multiple-use recreation area accommodating all age groups.

The configuration, characteristics of development, and proposed recreation uses of the parcel were determined through the application of the following considerations:

1. Acreage chosen for recreation and conservation use would be that which is presently the least developed; has limitations for municipal development; and has the most favorable soil conditions for vegetation succession. (Figure 1.D.1.-following page 28)
2. Existing development and facilities would be utilized, where feasible from an environmental and economic standpoint, for either recreation or municipal uses.
3. The facilities provided for recreation, and thereby the opportunities for use, should accommodate the widest range of the population's age groupings and their recreation choices.
4. The development, or non-development of the recreation and municipal parcels should be mutually compatible and complimentary. Where possible, joint use of facilities and other development is to be implemented.
5. Future options for use of the property are to be built into the proposal in order to accommodate the current revision of the town comprehensive community plan, which is currently in progress.

The program of utilization encompasses:

SITE SEEDING AND REVEGETATION. The site presently is a combination of developed areas and areas in various stages of plant community succession (Figure 1.D.1). Portions of the site not scheduled for formal development would be seeded or replanted with flora species indigenous to the local site. In the case of developed areas, that is those with asphalt or concrete surface covering, seeding would be applied where natural forces are breaking up the surfaces, and where mechanical means have perforated the man-made surfaces. The purpose of this effort is to speed up the plant succession, especially in the area adjacent to the U.S. Fish and Wildlife Service, to act as a buffer for conservation.

SCORING OF RUNWAYS/ROADWAYS. Paved surfaces on the site which are not to be used in the future development will be mechanically scored and augered. Presently natural forces are breaking up many of these surfaces and plant communities are recolonizing the areas. This strategy is to be employed to speed the process of nature's own work, at a minimum of cost and effort.

PAVEMENT REMOVAL. Where necessary, broken surfaces of pavement will be removed. Where natural forces and the above mentioned efforts have not proved fruitful, site pavement demolition and removal will be utilized.

BUILDING DEMOLITION. On the portion of the property designated for recreation use all the buildings will be demolished. In order to minimize cost and effort, the buildings to be demolished will be offered at no cost to town residents for material salvage. Where buildings or portions of buildings are not removed, the Town will allow the volunteer fire departments to utilize the building sites as fire fighting training exercises. Building demolition and removal will occur prior to other facility development.

- ① GATEHOUSE RENOVATION. The present gatehouse to the property is located on both the municipal parcel and on the recreation parcel of property. The building will be renovated as a general information center to the site, a visitor orientation center (especially for those entering on foot or bicycle), and a security center.
- ② INTERPRETIVE CENTER/OBSERVATION DECK/POND WALK. This new facility is the nucleus of the recreation site. Here visitors will be able to take advantage of an environmental education exhibit for the site, and an observation deck which would be the vantage point for viewing the site and the largest barrier beach/salt pond complex in the State. Trail information and comfort facilities would be available. The pond walk, adjacent to the center, incorporates the present area around the fire pond. Seating and lighting is to be provided.
- ③ INTERPRETIVE STATIONS/SHELTERS. The outskirts of the property is the location of two interpretive stations and comfort shelters. The interpretive stations will supplement the main interpretive center.
- ④ PICNIC AREA/NATURE PLAYGROUND. Adjacent to the interpretive center and pond walk is an area planned for families and people of all ages. Picnic tables, grills, shade trees and open grass areas will be incorporated with a nature adventure playground, in keeping with the concept of facilities complimenting and supporting other recreation facilities.
- ⑤ BANDSTAND/COMMONS AREA. On the other side of the interpretive center a simple bandstand could be erected on a large grassy area. This site could be used for larger group town events and community groups, as well as for individuals passing the day.
- ⑥ HIKING/BICYCLE TRAILS. Throughout the entire property existing paved areas and trails and pathways will be used as the basis for a hiking/biking trail system. Appropriate surfacing will be applied on the existing base surfaces. The trails will interconnect all the facilities of the property as well as parking and the municipal parts of the site.

- 7** ATHLETIC FIELDS: BASEBALL, FOOTBALL, SOCCER. The northern portion of the property is to be developed as formal athletic fields. Adjacent to these areas, which could conceivably have the highest use, would be parking, the mentioned trails and part of the municipal parcel. It is currently under study to determine the feasibility of locating a new middle school on the municipal parcel adjacent to this area designated for ball fields.
- 8** PARKING. The parking area is currently a runway taxi area. With resurfacing this present area would serve to provide ample parking for the recreation facilities.
- 9** DEMOLITION OF HANGAR BUILDING. The hangar building is the largest enclosed structure on the property. (see BUILDING DEMOLITION)

- 10** DEMOLITION OF OTHER BUILDINGS. (see BUILDING DEMOLITION)

5. PROGRAM OF UTILIZATION
 SCHEDULE OF DEVELOPMENT- REVISED 2/80 REVISED 10/80

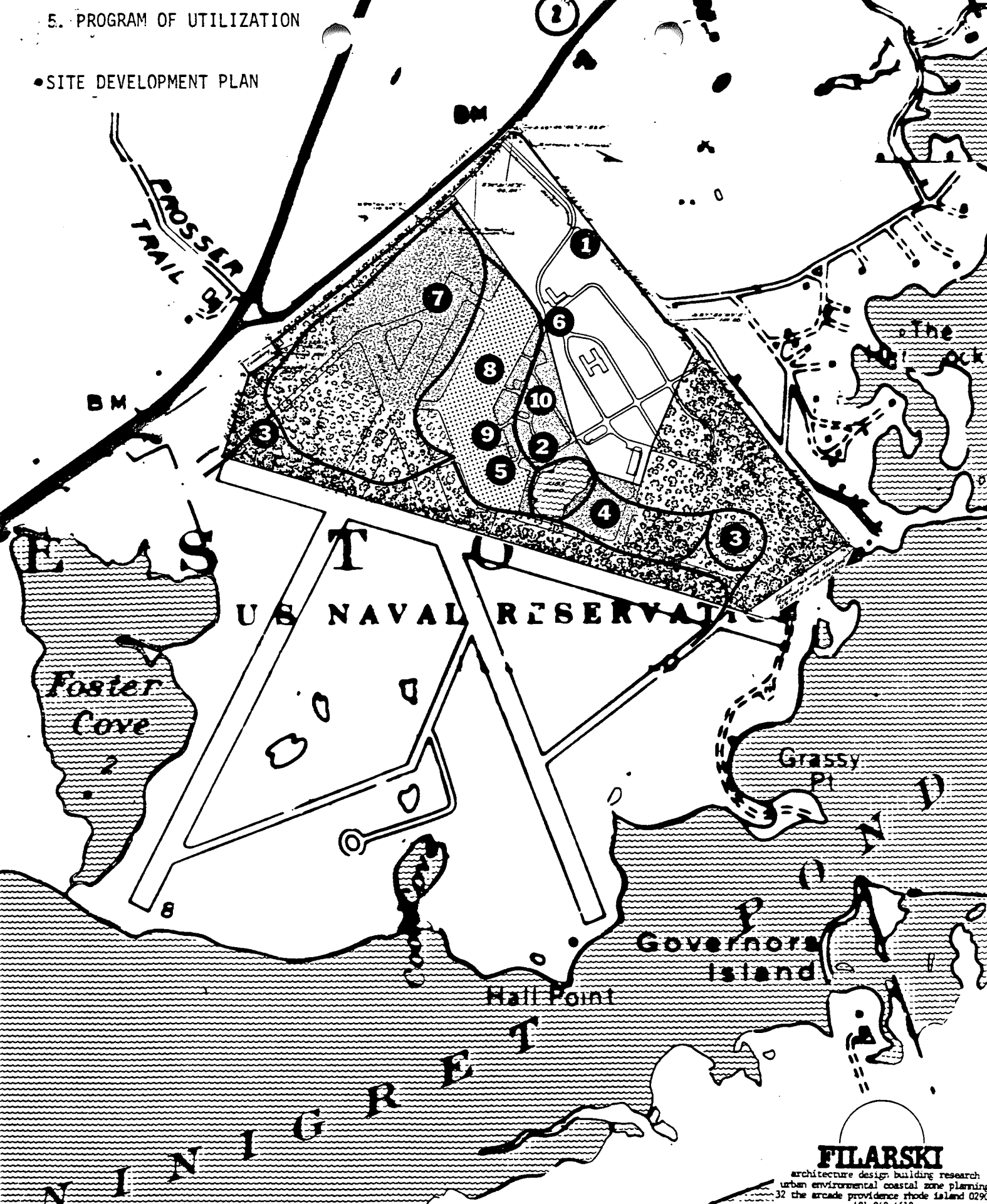
IMPROVEMENTS	Year 1 7-1-81	Year 2 7-1-82	Year 3 7-1-83	Year 4 7-1-84	Year 5 7-1-85	Year 6 7-1-86	Year 7 7-1-87	Year 8 7-1-88	Year 9 7-1-89	Year 10 7-1-90	Cost	Town Share	Other Share	TOTAL	notes
1 site seeding & revegetation											\$ 12,212	100%	not anticipated at this time		
2 scoring of runways/roadways											36,635				
3 pavement removal											11,300				
4 building demolition											33,900				
5 gatehouse renovation											33,069				
6 interpretive center/observation deck/pond walk											99,208				
7 interpretive stations/shelters											see #9 & #10				
8 picnic area/nature playground											18,500				
9 bandstand/commons area											42,350				
10 hiking/bicycle trails											12,062				
11 athletic fields/baseball/football/soccer											27,850				
12 parking											17,440				
13 project cost/year	40,200	48,557	46,516	28,466	16,313	33,363	35,289	28,195	-0-	-0-	12,376			\$ 276,900 to 390,062	
14 DEMOLITION															
15 demolition of hanger bldg for indoor activities											277,475				
16 demolition of other bldgs											65,250				
** demolition cost/yr.	114,247	228,494												342,725	

Development cost/contingency is based upon current prices for materials and prevailing wages. Costs could be substantially reduced through the utilization of local, CETA, YCC, and Chariho Voc-Tech workers. Cost range is indicated for sitework involving seeding and revegetation as well as runway and roadway scoring and pavement removal is dependent upon the breakup of surfaces by natural forces. Costs cited are maximums.

*includes demolition and removal
 *demolition and removal will be performed by the Town and Volunteer Fire Dept.

5. PROGRAM OF UTILIZATION

• SITE DEVELOPMENT PLAN



FILARSKI

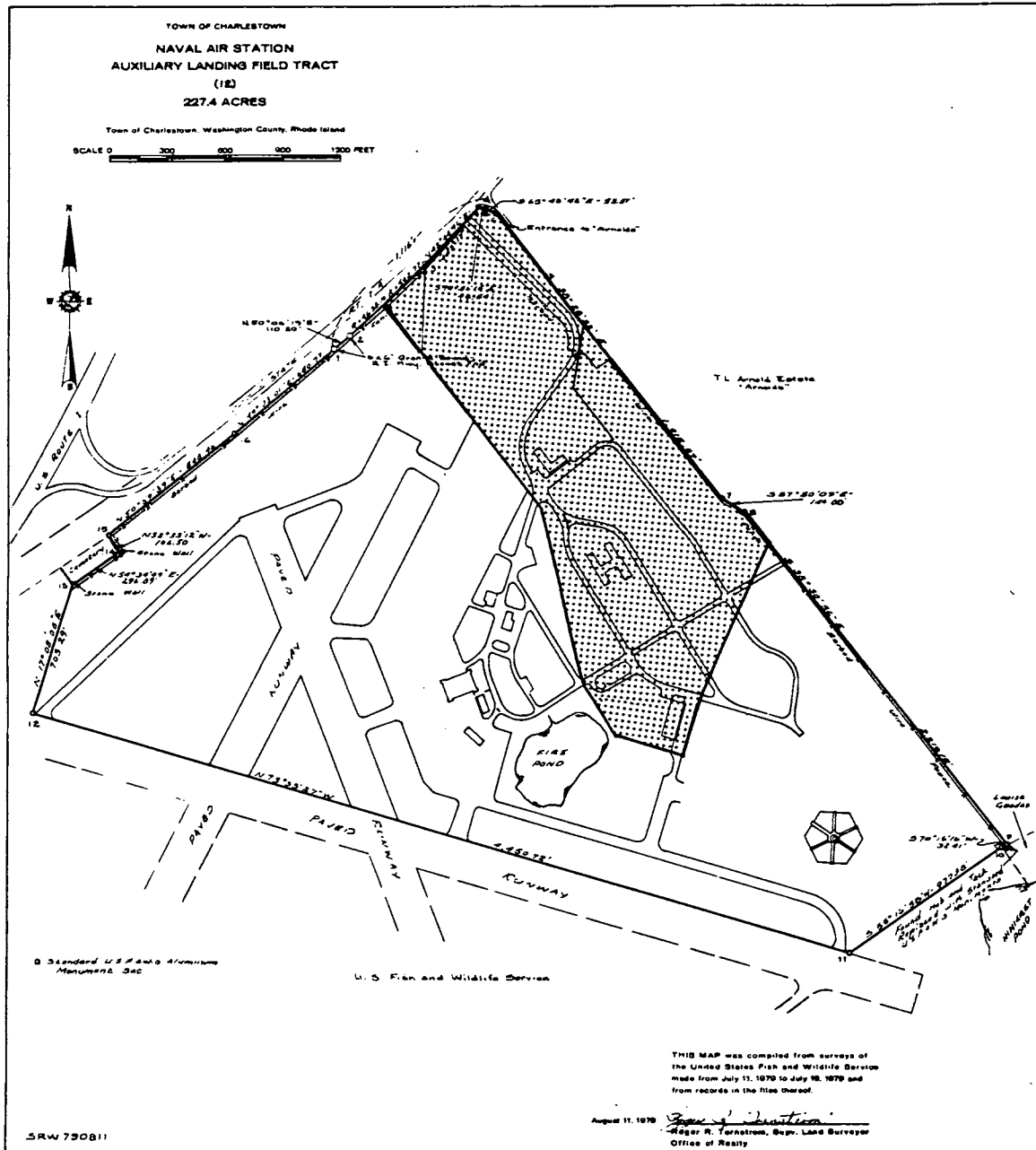
architecture design building research
urban environmental coastal zone planning
32 the arcade providence rhode island 02903
401 942 4618
aia

CHARLESTOWN

NAVAL AUXILIARY LANDING FIELD REUSE 1" = 1000

REVISED 10/20/80

• PLOT OF PROPERTY BOUNDARY RELATIONSHIP OF PORTION DESIGNATED FOR RECREATION TO THE ENTIRE PROPERTY



Dotted pattern is municipal use portion of property designated for the Town of Charlestown. Remainder of surveyed portion is for recreation, conservation and open space purposes.

REVISED 10/20/80


RESOLUTION

WHEREAS, the Town of Charlestown, Rhode Island has applied for the transfer of 172.4 acres of the former Charlestown Naval Auxiliary Landing Field (NALF), GSA Control Number N-RI-469B, for public park and recreation purposes, as submitted to the Heritage, Conservation and Recreation Service of the United States Department of the Interior; and


WHEREAS, the Town of Charlestown has further submitted a revised schedule of development for said property;

BE IT RESOLVED that the Town of Charlestown, Rhode Island shall undertake and execute the ten year development of recreation lands at the former Charlestown Naval Auxiliary Landing Field (NALF) as contained in said application, through a Capital Improvement Program funded by all, or a portion of, the Town of Charlestown's allocation of Federal Revenue Sharing funds.

SIGNED at Charlestown, Rhode Island, February 7, 1980.


GILBERT K. MOOK, Vice President

Passed at a legally assembled meeting of the Town Council on the 6th day of February, 1980.


Cora F. Burrows
Town Clerk