



FOSTER WHEELER ENVIRONMENTAL CORPORATION

May 7, 1999

Ms. Jean Lambert
RI Department of Environmental Management
Office of Water Resources
235 Promenade St.
Providence, RI 02908-5767

**SUBJECT: US NAVY CONTRACT NO. N62472-94-D-0398
DELIVERY ORDER NO. 0011
MELVILLE NORTH LANDFILL
NAVAL EDUCATION & TRAINING CENTER, NEWPORT, RI
CORRESPONDENCE NO.: 1284-0011-99-0180**

Dear Ms. Lambert:

Foster Wheeler Environmental Corporation is pleased to present, on behalf of the US Navy, the following response to your comments regarding the Water Quality Certificate and the RIPDES permit for the Melville North Landfill project. This letter addresses comments that were discussed during telephone conversations on Thursday, April 29 and Friday, April 30, 1999.

1. The elevation datum used for the topographic survey for the Melville North Landfill was vertically set with mean low water as the 0.0 elevation. The local conversion factor from mean low water to mean sea level is 1.26. Therefore, elevation 0.0 feet mean low water would convert to an elevation of 1.26 feet mean sea level. The high water lines on the drawings are indicative of the limit of wave promulgation during high tide. This is different than the mean high water elevation of 2.26 feet mean sea level, or elevation 1.0 feet mean low water.
2. Soil erosion controls that will be installed at the site include a silt fence in the upland areas, and a floating silt curtain below the high water line in excavation area 3. In order to provide a continuous erosion control barrier along the shoreline perimeter of excavation area 3, the silt fence and silt curtain will be overlapped a minimum of ten feet. Additionally, the silt curtain will be keyed into beach between the high and low water lines to ensure a solid foundation during tidal fluctuation. The horizontal distance between the high and low water lines is approximately 60 linear feet.

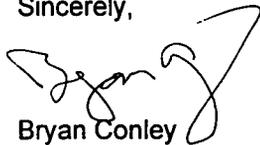
In order to weigh down sections of the silt curtain that remain in the water at all times, the curtain is manufactured with a chain that is sewn into its bottom. In order to minimize the horizontal movement of the curtain, anchors will be tied from the top of the curtain to the ocean bottom.

3. In order to minimize the area of water potentially exposed to the migration of silt from construction activities, the floating silt curtain will be drawn in to the edge of excavation area 3.
4. The anticipated schedule for the excavation activities that will be conducted in excavation area 3 is to complete the entire 300 cubic yard excavation within one low tide cycle. Upon completion of the excavation activities, confirmation samples will be collected from the base and side walls of the excavation and sent off site for laboratory analysis. If the results of the confirmation sampling indicate that additional excavation is required in excavation area 3, then it will be conducted within the next available low tide cycle.

5. As indicated in the permit application, any water that requires collection during the project will be disposed of off site. Foster Wheeler's procedure for disposing of material off site includes collecting waste characterization samples of the material for laboratory analysis, and shipping the material to a facility that is permitted to accept it. An example of a facility that is permitted to accept various types of liquid waste that could be collected is United Industrial Services in Meriden, Connecticut.
6. Soil that is excavated from the Melville North Landfill will be hauled to an on site staging area where it will be sampled and characterized for off site disposal. Based on the characterization results, the soil will be sent to one of many facilities. The primary off site disposal facilities that will be used during the project include the BFI Landfill in Fall River, MA; the Chemical Waste Management Landfill in Model City, New York; the Carver Marion Landfill in Wareham, MA; and the Environmental Soil Management Inc. thermal desorption facility in Loudon, NH.
7. It is not anticipated that the excavation activities in excavation areas 1 and 2 will require excavation to be performed below the mean high water line along the beach area. However, if this type of excavation is required, erosion controls will be installed consistent with those in excavation area 3.
8. The landowners that abut the Melville North Landfill include the US Navy, Rhode Island Department of Transportation (RIDOT), and Melville Marine Industries (Ted Hood). Each of these landowners is aware of the activities that will be conducted at the site. In order to demonstrate this, a copy of the land access agreement between the US Navy and Melville Marine Industries is attached to this letter. A copy of the signed physical alteration permit between the US Navy and RIDOT will be forwarded to your attention upon receipt. The permit has been submitted and is currently near completion of being reviewed.

Should you have any additional questions or comments regarding the Water Quality Certificate or the RIPDES permit application, please contact me at (401) 294-8455.

Sincerely,



Bryan Conley
Project Engineer

Enc.

cc: Tom Gibison, NorthDiv
Jim Shafer, NorthDiv
Bob Krivinskas, NETC Newport
Carl Tippmann, FWENC
Dan Sullivan, FWENC
Mark Miller, FWENC

OPTIONAL FORM 09 (7-90)

FAX TRANSMITTAL

of pages 10

To CARL TIPPMANN From TOM GIBISON

Dept/Agency Phone #

Fax # Fax #

NSN 7540-01-317-7388 5099-101 GENERAL SERVICES ADMINISTRATION

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NAVY CONTRACT NO. N62472-99-BP-00041

AGREEMENT BETWEEN MELVILLE MARINE INDUSTRIES AND THE UNITED STATES OF AMERICA

THIS AGREEMENT is made as of the 12th day of March, 1999 by and between MELVILLE MARINE INDUSTRIES, hereinafter referred to as "MMI" and THE UNITED STATES OF AMERICA, acting by and through The Department of the Navy, Northern Division, Naval Facilities Engineering Command, 10 Industrial Highway, Mail Stop #12, Lexter, Pennsylvania 19113-2090, hereinafter referred to as the "NAVY".

WITNESSETH

WHEREAS, MMI is the owner of certain real property located at the northern end of the Naval Station, Newport, Rhode Island and identified as the Melville North Landfill, situated along the westerly side of the Rhode Island Department of Transportation Railroad Right-of-Way between Station Nos. 628+00 and 641+00, and the parcel of land identified as "Support Zone" (Plot 30 Lot 6) located between Defense Highway and said Railroad Right-of-Way, hereinafter referred to as the "PREMISES". Said PREMISES as delineated on a drawing entitled Melville North Landfill, Limits of Excavation, dated 11/11/98, marked Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the NAVY is conducting remedial actions at the Naval Station and requires access to the PREMISES in order to perform remedial activities at the Melville North Landfill; and

WHEREAS, in order to perform the necessary activities, the NAVY has requested and MMI hereby agrees to provide access;

NOW THEREFORE, in consideration of the mutual promises and in fulfillment of the terms and conditions set forth below, MMI and the NAVY do agree as follows:

- 1. MMI hereby grants to the NAVY the right to enter upon the PREMISES herein described at any time for a period of one (1) year, effective from the date and year first above written, unless terminated by mutual consent upon completion of the work authorized herein including onsite remediation, restoration, the removal of all Navy property from the PREMISES.

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P. 03/06

2. This Agreement may be terminated by the NAVY at any time by providing written notification to MMI.

3. All activities will be performed by the NAVY at no cost to MMI.

4. The NAVY shall perform all work as described in the Remedial Action Work Plan 1999. This Agreement provides for use of the PREMISES by the NAVY or its authorized representatives for the following purposes:

- a. The removal and disposal of approximately 40,000 cubic yards of contaminated soil from three areas located on the PREMISES, the furnishing of backfill with clean soils, grading and turf, and related work; and
- b. The collection of surface and subsurface soil samples and the removal of existing monitoring wells.
- c. The portion of the PREMISES identified as "Support Zone" shall be used for the siting of the contractor's office and craft trailers, and for personnel parking. This area will not be used for staging any contaminated material.

5. This AGREEMENT includes the right of ingress and egress for the NAVY and its other authorized representatives to the PREMISES for the purposes described herein. Ingress and egress to the PREMISES shall be accomplished through the use of existing driveways and roadways, whenever possible. Any existing gates will be closed when not in use by the NAVY.

6. All work shall be performed in a safe and proper manner utilizing Rhode Island Department of Environmental Management (RIDEM) reviewed health and safety plans and generally accepted scientific and engineering practices.

7. A joint physical inspection of the PREMISES shall be made both prior to the NAVY's commencement of the work and upon completion of the work authorized herein. Said inspections shall be performed by authorized representatives of MMI, NAVY and RIDEM. The NAVY or its authorized representatives shall schedule the inspections with MMI's representative, Steven McInnis at 38 Bellevue Avenue, Newport, RI 02840 601 861-8480

8. Upon completion of the work described herein, the NAVY or its representatives will restore the PREMISES to as good a condition as existed prior to the access granted herein, or to that condition acceptable to the parties hereto, reasonable wear and tear excepted.

9. The NAVY shall provide MMI with copies of all documents generated from the work authorized herein.

P. 03

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P. 03

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10. All property placed upon the PREMISES by the NAVY shall remain the property of the NAVY and shall be removed prior to the expiration of this Agreement.

11. The NAVY shall be responsible for obtaining all permits required by applicable Federal, State and local laws.

12. The NAVY shall be responsible for all damages to persons or property in accordance with the procedures and limitations of applicable environmental laws and the Federal Tort Claims Act (28 USC §2671 et. seq.).

13. At all times during the term of this Agreement the Navy's contractors shall maintain, at their own expense, the following insurance for the minimum limits of liability as set forth below:

- (a) Comprehensive General Liability Coverage in the amount of \$500,000.
 Automobile Liability: \$200,000 per person;
 \$500,000 per occurrence for bodily injury;
 \$20,000 per occurrence for property damage.
- (b) Worker's Compensation Insurance as required by law.

Certificates of insurance evidencing the above coverage will be provided to MMI prior to the conduct of any work authorized herein.

14. Any permits or authorizations received by the Navy from the U.S. Army Corps of Engineers, RIDEM, and CRMC to conduct site remediation and restoration within the wetlands will be consistent with the permits already obtained by MMI.

15. This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior negotiations and agreements.

16. No revision of this Agreement shall be valid unless made in writing and signed by MMI and the NAVY.

P. 04

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P. 04

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IN WITNESS WHEREOF, MMI and the NAVY have caused this Agreement to be effective as of the date and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

3/12/99
Date

By: Stephanie D Zamorski

STEPHANIE D. ZAMORSKI
Realty Specialist
Real Estate Division
Real Estate Contracting Officer

MELVILLE MARINE INDUSTRIES

3/16/99
Date

By: [Signature]
Signature

RICHARD S. HOOD
Name & Title

CERTIFICATION BY SECRETARY OR ASSISTANT SECRETARY

[If the Owner is a Corporation, the following certification must be signed by the Secretary or Assistant Secretary.]

I certify that the person who signed this Agreement on behalf of the Owner was then the Officer indicated and this Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

Name & Title

(CORPORATE SEAL)