

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
AND THE  
THE CITY OF EAST PROVIDENCE  
CONCERNING  
ACCEPTANCE OF FORMER I-195 ROADWAY EMBANKMENT MATERIAL  
AT THE FORMER FORBES STREET LANDFILL SITE

July\_\_, 2010

I. GENERAL

This Memorandum of Understanding (“MOU”) establishes responsibilities and procedures between the Rhode Island Department of Environmental Management (“DEM”) and the City of East Providence (“City”)(collectively, RIDEM and the City are the “Parties”) with respect to acceptance of Type 0 soils “MATERIAL” as defined by the Rhode Island Department of Transportation (RIDOT) generated during the removal of the former I-195 embankments in Providence, Rhode Island. RIDOT will excavate and transport up to 50,000 cubic yards of said MATERIAL to the former Forbes Street Landfill site (“Site”) off Forbes Street in the City of East Providence, Rhode Island. The MATERIAL will be deposited at locations at the Site at the direction of the City. The MATERIAL will not be transported or deposited to any other location on the City’s behalf. The MATERIAL shall meet RIDEM’s Direct Exposure Criteria for Industrial/Commercial limits; however, there may be Residential Direct Exposure Criteria exceedances of naturally occurring beryllium which has been determined to be non-jurisdictional and appropriate for use at the Site by RIDEM.

RIDEM requires that RIDOT shall conduct sampling of the MATERIAL. RIDEM further requires that RIDOT shall use a Rhode Island certified laboratory to perform the analyses of the samples from the MATERIAL in accordance with analytical parameters that shall show whether the MATERIAL meets RIDEM’s Direct Exposure Criteria for Industrial/Commercial limits so that the MATERIAL may be deposited at the Site. The Parties understand that RIDOT shall provide to the City via electronic mail as set forth below in Section III the results of such soil sampling and analyses within one business day of receipt. RIDOT shall not transport the MATERIAL to the Site until no less than two business days after providing the City with the soil sampling and analyses.

II. DEM AND CITY AGREE AS FOLLOWS

1. The City shall station a representative at the Site to log all MATERIAL deliveries, provide a written receipt, and direct the trucks as they arrive.
2. The City shall be responsible for preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP) for the Site.

3. The City shall provide the labor and equipment necessary to move, grade, and manage the MATERIAL once it is deposited at the Site.
4. Within 120 days of receipt of the final shipment of MATERIAL to the Site, the City will provide a summary report to RIDEM that will include all MATERIAL receipts, analytical reports provided by RIDOT, and a Soil Management Plan detailing how the MATERIAL stockpile(s) will be managed prior to initiation of construction of the final engineered cap.
5. Within 210 days of written approval of the Soil Management Plan, a Site Investigation Report (SIR) will be submitted to DEM for review and approval. The SIR will include a narrative discussion of the work completed during previous Site investigations conducted at the Site, a presentation of the analytical data collected, Site mapping illustrating the nature and extent of contaminants identified relative to other Site features, and a presentation of remedial alternatives to manage the potential risk posed by contaminants identified at the Site. RIDEM acknowledges and agrees that the use of the MATERIAL will be a component of the remedial alternative for the Site.
6. Within 120 days of receipt of a Program Letter from DEM stating that the Site Investigation is complete and DEM's conceptual concurrence with the preferred remedial alternative, the City will prepare and distribute a Public Notice to property owners abutting the Site describing the preferred remedial alternative and formally responding to any public comments received relative to the technical feasibility of the preferred remedial alternative.
7. Within 210 days of receipt of a Remedial Decision Letter from DEM, the City will prepare and submit a Remedial Action Work Plan (RAWP) in accordance with Section 9.0 of the RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations). The RAWP will include details and specifications for the preferred remedial alternative for the Site including remedial objectives, points of compliance, a proposed schedule for remediation, a list of performing contractors and/or consultants, Site mapping, and design standards and technical specifications for the remedy. The RAWP will also include or will be accompanied by a copy of the site-specific health and safety plan to be utilized at the site, a post-construction soil management plan, and a Draft Environmental Land Usage Restriction (ELUR) to fulfill DEM requirements.
8. Within 180 days of receipt of a Remedial Approval Letter from DEM, the City will initiate remedial action activities at the Site to begin the process of bringing the Site into compliance with the Remediation Regulations.

### III. NOTICES

All reports of sampling and analyses shall be sent to:

III. MISCELLANEOUS

1. This MOU will take effect on the date written above.
2. This MOU may be executed in counterparts, which together shall constitute a fully executed Agreement.
3. This MOU shall remain in effect until such time as the remedial activities at the Site have been completed and a Letter of Compliance has been issued for the Site.
4. This MOU can not be altered, modified or amended except by a written instrument signed by the Parties.

**APPROVED**

For the Rhode Island Department of Environmental Management

\_\_\_\_\_  
W. Michael Sullivan, Director

Date: \_\_\_\_\_

For the City of East Providence

\_\_\_\_\_  
Richard Brown, City Manager

Date: \_\_\_\_\_

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