

HINCKLEY, ALLEN & SNYDER LLP

Attorneys at Law

Alexandra K. Callam

January 18, 2000

JAN 20 2000

Warren S. Angell II
Office of Waste Management
Rhode Island Department of
Environmental Management
235 Promenade Street
Providence, Rhode Island 02908-5767

Re: Letter of Responsibility
Metech International, Inc.
Allens Avenue Facility, Providence, Rhode Island

Dear Mr. Angell:

I am serving as counsel for Metech International, Inc. ("Metech") as regards the above-referenced Letter of Responsibility ("LOR") issued by DEM on October 5, 1999.

Metech and I met with Greg Strakalouse and Eric Beck on November 10 1999, to discuss the response action DEM was seeking at this site, and to place in context the costly and extensive PCB remediation Metech had completed pursuant to its Consent Decree with EPA.

As detailed for DEM during the meeting, Metech excavated over 60% of the site as part of the remediation it conducted to comply with the EPA Consent Decree. Metech also capped the site with clean soils, constructed a multi-tiered shoreline structure, and established ground cover to eliminate potential transport pathways. On August 2, 1999, EPA issued a "Certificate of Completion of Work," indicating that Metech has satisfactorily completed all work required by EPA under the Consent Decree.

DEM's LOR is based upon on-site soil samples taken in 1988, and off-site samples taken in 1992, that showed elevated levels of certain metals. Given the extensive remediation Metech completed since this sampling took place, all parties in the meeting agreed that additional soil

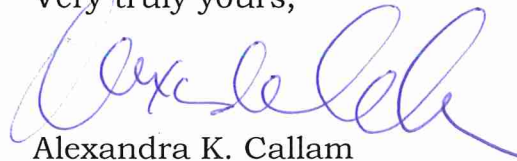
investigation would not be necessary. Metech agreed to maintain the existing EPA-approved soil cap, and record an ELUR that restricts the use of the property to industrial/commercial activity. Metech also agreed to perform sampling of the existing eight monitoring wells to address DEM's concern about the potential leaching of metals to the groundwater.

Metech has completed this groundwater sampling. Except for barium, none of the metals analyzed were detected in any of the groundwater monitoring wells. Barium was detected in seven wells, but at levels below the RIDEM GA Groundwater Objective of 2.0 ppm. As you are aware, the groundwater at the subject site is classified as GB. Based on these results, site soils have not adversely affected the groundwater. An independent test report performed by VHB is attached as reference.

Also attached is a draft Environmental Land Usage Restriction for your review. This ELUR will restrict the use of the property to industrial/commercial activity, and require Metech to maintain the existing soil cap on the site. This cap consists of an average of 12.87 inches of clean fill on top of the remediated ground surface at the site. The sources of this fill were a former on-site soil berm and purchased off-site sand and gravel. A total of approximately 8,000 cubic yards of material was used to create the cap. The fill was placed on the remediated site in such a manner as to minimize the retention of surface water on the site.

Metech believes that these measures adequately address DEM's requirements regarding potential contamination at this site, and that the site is in compliance with the Remediation Regulations. Please call me if you have any questions or need additional information.

Very truly yours,



Alexandra K. Callam

cc: John D. Koskinas
Timothy O'Connor

#340701 52749 - 108972

ENVIRONMENTAL LAND USAGE RESTRICTION

JAN 20 2000

This Declaration of Environmental Land Usage Restriction is made this ___the day of ____, 2000 by Metech International, Inc. ("the Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property (the "Property") known as 434 Allens Avenue, designated as Lot _____, Plat ___ of the Town of City of Providence Tax Assessor's plat maps, more particularly described on Exhibit A (Legal Description of Property) and Exhibit B (Class I survey and site plan with monitoring wells marked) which is attached hereto and made a part hereof; and

WHEREAS, the Grantor has determined that the Environmental Land Usage Restriction (the "Restriction") set forth below is consistent with regulations adopted by the Department of Environmental Management ("the Department") pursuant to Section 23-19.14-1 et. seq. of the Rhode Island General Laws; and

WHEREAS, the Property has been determined to be a Contaminated-Site, as that term is defined by the Remediation Regulations and contains hazardous substances; and

WHEREAS, to prevent exposure to hazardous substances and to abate hazards to human health and/or the environment, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Property; and

WHEREAS, Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against Grantor and Grantor's successors and assigns.

NOW, THEREFORE, Grantor agrees as follows:

- A. Purpose:** In accordance with the Settlement Agreement, the purpose of this Restriction is to assure that:
- i. that the Contaminated Site is not used for residential activities;
 - ii. the soil cap is not disturbed and is properly maintained and monitored to prevent humans engaged in industrial/commercial activities from being exposed to soils at the Contaminated Site containing hazardous substances that may exceed the applicable Department approved industrial/commercial direct exposure criteria pursuant to the Remediation Regulations; and
 - iii. notification of the existing site conditions is given to persons conducting activities that might disturb potentially contaminated soils (i.e. utility repair).
- B. Restrictions Applicable to the Property:** In furtherance of the purposes of this Restriction, Grantor shall assure that use, occupancy, and activity of and at the Property are restricted as follows:
- i. No residential use of the Property shall be permitted;

- ii. The soil cap shall not be disturbed and shall be properly maintained and monitored to prevent humans engaged in industrial/commercial activities from being exposed to soils at the Contaminated Site containing hazardous substances that may exceed the applicable Department approved industrial/commercial direct exposure criteria pursuant to the Remediation Regulations; and
- iii. Notification of the existing site conditions shall be given to any person conducting activities that might disturb potentially contaminated soils (i.e. utility repair).

C. No action shall be taken, allowed, suffered, or omitted if such action or omission is reasonably likely to:

- i. Create a risk of migration of hazardous substances or potential hazard to human health or the environment; or
- ii. Result in a disturbance of the structural integrity of any equipment utilized at the Property to monitor for hazardous substances.

D. Release of Restriction; Alterations of Subject Area: Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of any of the Property inconsistent with this Restriction unless the Grantor has first received the Department's written approval of such alteration. If the Department determines that the proposed alteration is significant it may require the amendment of this Restriction. Insignificant alterations will be approved by the Department via a letter from the Department. The Department shall not approve any such alteration and shall not release the Property from the provisions of this Restriction unless the Grantor demonstrates to the Department's satisfaction that Grantor has managed the Property in accordance with the Remediation Regulations.

E. Notice to Lessees and Other Holders of Interests in the Property: Grantor, or any future holder of any interest in the Property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Restriction. The failure to include such provision shall not affect the validity or applicability to the Property of this Restriction.

F. Severability and Termination: If any court of competent jurisdiction determines that any provision of this Restriction is invalid or unenforceable, the Grantor shall notify the Department in writing within 14 days of such determination.

G. Binding Effect: All of the terms, covenants and conditions of this Restriction shall run with the land and shall be binding on the Grantor, the Grantor's successors and assigns, and each owner and any other party entitled to possession or use of the Property during such period of ownership or possession.

H. Non-Compliance: In the event that the terms of this Restriction are violated by the grantor or any future holder of any interest in the Property, this Restriction and all other regulatory approvals by the Rhode Island Department of Environmental Management relating to the Property shall be null and void.

I. Terms Used Herein: The definitions of terms used herein shall be the same as the definitions contained in Section 3 (DEFINITIONS) of the Remediation Regulations.

It is so agreed:

Grantor _____ Date _____
So Sworn Before Me:

Notary _____ Date _____
My Commission Expires:

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