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**GROUNDWATER WELL INSTALLATION LICENSE
AGREEMENTS WITH HARRISON POURED
FOUNDATIONS**

02/07/90

WMCO:A(C):90-103

WMCO/DOE-ORO

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AGREEMENT

**Westinghouse
Materials Company
of Ohio**

PO Box 398704
Cincinnati, Ohio 45239-8704
(513) 738 6200

WMCO:A(C):90-103

February 7, 1990

Mr. Willis Davis, Chief
Special Projects Branch
U. S. Department of Energy
Oak Ridge Operations
P. O. Box E
Oak Ridge, TN 37831

Dear Mr. Davis:

**GROUNDWATER WELL INSTALLATION LICENSE AGREEMENTS WITH HARRISON POURED
FOUNDATIONS**

You are requested to review and issue the attached license agreements (three copies) providing for Government access and monitoring of two groundwater wells on the property owned by Harrison Poured Foundations, Harrison, Ohio. These license agreements are identical to those previously approved by the DOE for installation of offsite groundwater wells as part of the Feed Materials Production Center Sitewide Remedial Investigation and Feasibility Study except for the following:

1. Article 2, Sampling Program - The following sentences have been added to the end of the paragraph:

"Licensee will provide 'split samples' to Licensor upon request. A minimum of two (2) days advance notification shall be provided by the Licensor to the Licensee requesting any upcoming sampling event."

2. Article 4, Term - This paragraph was modified to reflect a three (3) year term versus a five (5) year term. Three years is considered acceptable to support the FMPC monitoring program.

In order to support the offsite well program under the Sitewide Remedial Investigation and Feasibility Study of the Feed Materials Production Center (FMPC), DOE Contract No. DE-AC05-86OR21659 with Advanced Sciences, Inc., a copy of this letter with attachments is being sent directly to J. A. Reafsnnyder, Site Manager, Contracting Officer's Technical Representative, DOE-FMPC.

*copy sent to Kim Ellena
2/21/90 JSD*

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✓ 739
- 2031*

Mr. Willis Davis

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WMCO:A(C):90-103

Your approval of the attached license agreements is requested by February 9, 1990 in order to support DOE schedule commitments for installation of the wells. Any further questions regarding these agreements can be directed to the attention of Kim M. Eilerman, WMCO Senior Contract Administrator, FTS 774-6742.

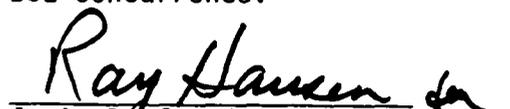
Very truly yours,



M. Strickland
Manager, Contracts

KE:ld

DOE Concurrence:



J. A. Reafsnyder, Site Manager
Contracting Officer's Technical
Representative

Attachments

c: w/o attachments:
W. I. Winn - DOE
W. A. Weinreich
S. A. Scheer
L. J. Whiting
w/ attachments (1) copy:
K. M. Eilerman
D. J. Carr
Central Files
File

LICENSE AGREEMENT

(GROUNDWATER WELL INSTALLATIONS)

THIS AGREEMENT is made this 16th day of February, 1990, by and between Westinghouse Materials Company of Ohio (WMC0), a corporation duly organized and existing under the laws of the State of Delaware, and having an office in the County of Hamilton, State of Ohio, hereinafter called the "Licensee," and Harrison Poured Foundations, Inc., hereinafter called the "Licensor."

WHEREAS, the Licensee has entered into Contract No. DE-AC05-860R21600, hereinafter called the "Principal Contract," with the United States of America, represented by the United States Department of Energy, hereinafter called the "DOE," for the management and operation of the Feed Materials Production Center (FMPC) at Fernald, Ohio, a facility belonging to and owned by DOE; and

WHEREAS, the Licensee in connection with performance of its obligations under said Principal Contract and in the interest of public health and safety, desires to undertake a program of installing Groundwater Monitoring Well systems for the purpose of sampling and analysis of the underground water supplies in the vicinity of the FMPC facility; and

WHEREAS, the Licensee, in furtherance of the Principal Contract, desires to install, and the Licensor agrees, to have installed, the groundwater monitoring well equipment, described in Exhibit A, which is attached hereto and made a part hereof, at the location (the "Well Site") indicated in the attached Exhibit B; and

WHEREAS, the Licensor is the fee owner of that certain plot of land in which the above described equipment is to be installed.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and in the interest of public health and safety, the parties hereby agree as follows:

1. Installation of Well. Promptly after the effective date (as hereinafter defined), Licensee shall cause the installation of two groundwater monitoring wells to be installed at the Well Site. The cluster of groundwater monitoring wells shall be installed with one at a depth of 70 feet, more or less (2000 Series) and one at a depth of 120 feet, more or less (3000 Series). The wells shall meet the specifications and include the equipment set forth on Exhibit A hereto. As between the parties hereto, Licensee shall bear all of the expense of the installation of the wells and shall be responsible for obtaining all necessary governmental licenses and approvals in connection with such installation. Following completion of installation of the well, the Licensee shall restore the property as reasonably practical to the condition existing at the time of entering upon same under this License.

2. Sampling Program. Following the installation of the well and during the remainder of the term of this License, Licensee agrees that from time to time it will sample and analyze water from the wells in order to determine the levels, if any, of uranium and other constituents. Licensee shall promptly deliver to Licensor copies of all such analyses. Licensee will provide "split samples" to Licensor upon request. A minimum of two (2) days advance notification shall be provided by the Licensor to the Licensee requesting any upcoming sampling event.

3. Access. Licensor hereby agrees that during the term of this License, Licensee, its contractors and other DOE contractors shall have the right to enter the property and to bring necessary equipment thereon in connection with the performance of Licensee's installation, maintenance and testing obligations hereunder, provided that Licensee shall not unreasonably interfere with Licensor's use and enjoyment of the property.

Licensee must obtain Licensor's prior written approval before any entry on Licensor's lands and property by Licensee. Such approval will not be unreasonably withheld but approval need not be given if in Licensor's sole judgment any entry by Licensee would cause damage to planted or growing crops and cultivated fields.

4. Term. The term of this License shall commence on the effective date (which shall be the date on which the approval of the DOE, referred to in Article 8, below, is obtained) and continue in effect until terminated by either of the parties hereto or not less than thirty (30) days prior written notice given to the other, provided, however, that the Licensor may not terminate this License, without the Licensee's approval, prior to three (3) years from the said effective date. Upon termination of this License, Licensee shall remove all equipment and restore the property as reasonably practical to the condition existing at the time immediately prior to the installation of said equipment. At the option of the DOE and with the written approval of the Licensor, all or any portion of the installed equipment may be abandoned in place in lieu of restoration.

5. Title. Title to all equipment, fixtures and other improvements installed on the Licensor's property as part of the groundwater monitoring well shall rest absolutely in the U. S. Department of Energy unless abandoned as set forth in paragraph 4.

6. Consideration. In consideration of the Licensor's granting permission to use the premises during the period set forth in paragraph 4 hereof, the Licensee agrees to pay the Licensor a fixed amount of \$600. Such compensation is payable in two equal installments, the first due upon approval of this Agreement in accordance with paragraph 8 and the second due six months after said approval.

7. Authority to License. Licensor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this License Agreement and grant to Licensee the rights hereunder.
8. Government Approval. Notwithstanding anything to the contrary contained herein, this Agreement shall be of no force or effect unless and until it has been approved by the DOE.
9. Notices. All notices hereunder shall be in writing and shall be deemed effectively given upon personal delivery or upon mailing, by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or at such other addresses as may be designated in writing by either party to the other:

To the Licensee: WMCO
P. O. Box 398704
Cincinnati, Ohio 45239-8704
Attention: S. A. Scheer,
Manager, Administration

To the Licensor: Harrison Poured Foundations, Inc.
c/o Miami Valley Ready Mix
7466 New Haven Road
Harrison, Ohio 45030

10. Amendment. This agreement may not be amended or superseded except by an agreement in writing executed by Licensor and Licensee, and approved by the DOE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day first above written.

Licensor:

By: William P. Brown V.P.
Harrison Poured Foundations, Inc.
c/o Miami Valley Ready Mix

Title: LandOwner

~~Licensee: Westinghouse Materials Company of Ohio~~

By: Richard DeBour for S. A. Scheer
S. A. Scheer

Title: Manager, Administration

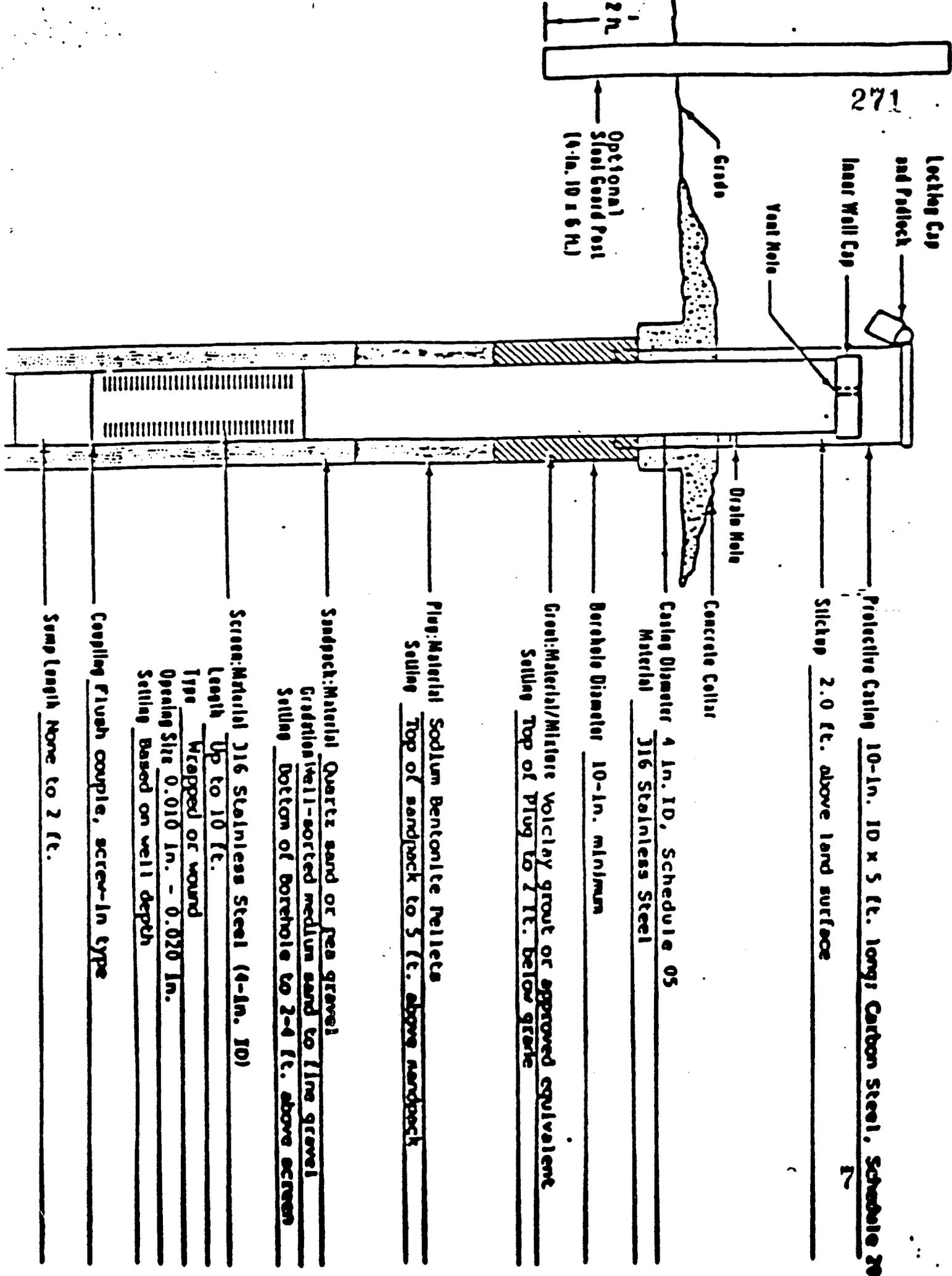
APPROVED: UNITED STATES OF AMERICA

By: United States Department of Energy

By: Richard P. Nicholson

Title: Realty Officer

Date: 2-16-90



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Locking Cap and Padlock

Inner Well Cap

Vent Hole

Grate

Optional Steel Couid Post (4-In. 10 x 6 Ft.)

Protective Casing 10-In. 10 x 5 ft. long; Carbon Steel, Schedule 70

Slitpack 2.0 ft. above land surface

Grate Hole

Concrete Collar

Castng Diameter 4 In. ID, Schedule 05 Material 316 Stainless Steel

Borehole Diameter 10-In. minimum

Gravel/Mixture Volcley grout or approved equivalent Sealing Top of Plug to 7 ft. below grate

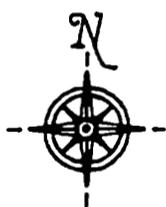
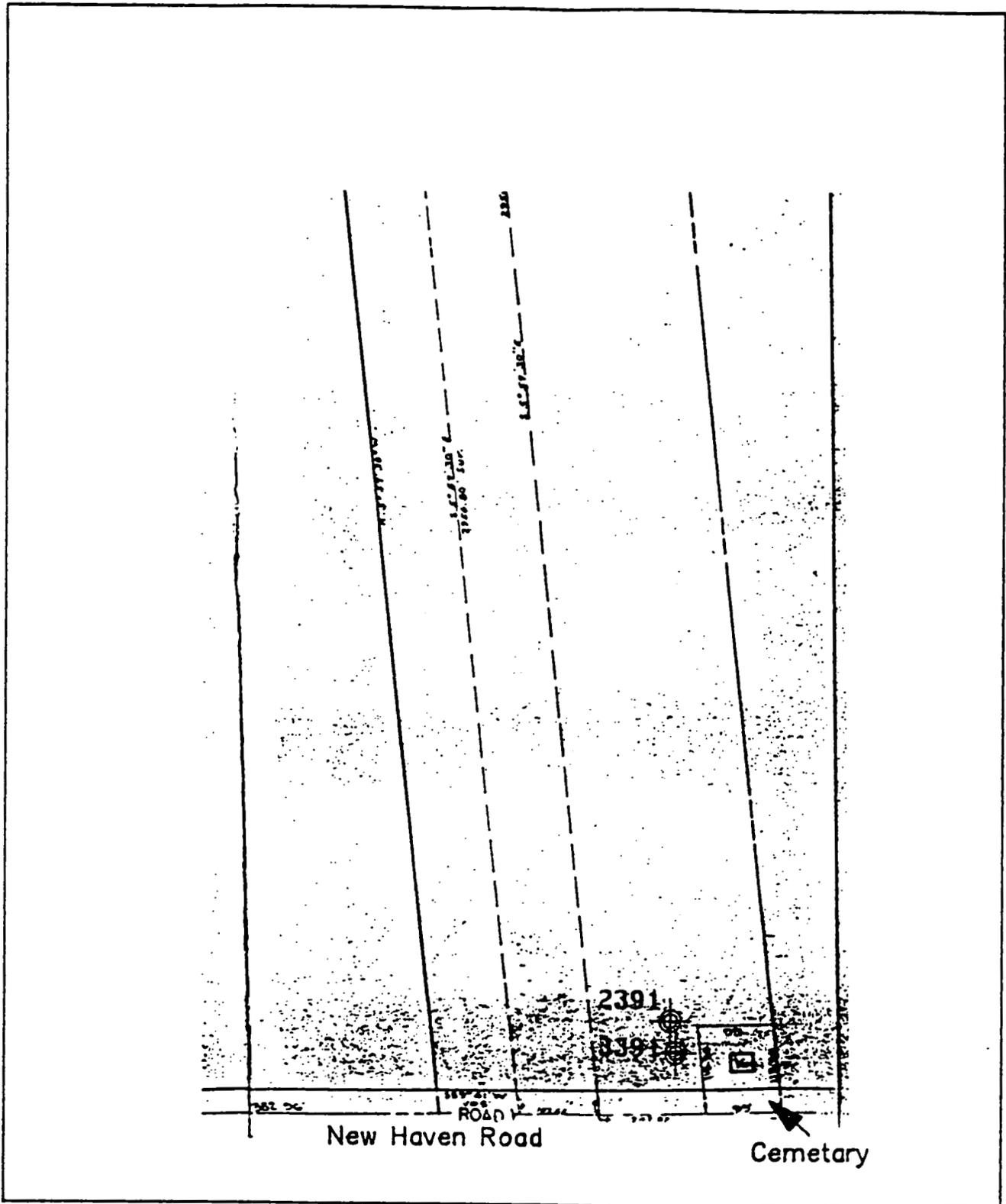
Plug: Material Sodium Bentonite pellets Sealing Top of sandpack to 5 ft. above sandpack

Sandpack: Material Quartz sand or pea gravel Grades: Well-sorted medium sand to fine gravel Sealing Bottom of borehole to 2-4 ft. above screen

Screen: Material 316 Stainless Steel (4-In. 10) Length Up to 10 ft. Type Wrapped or wound Opening Size 0.010 In. - 0.020 In. Sealing Based on well depth

Coupling Flush couple, screw-in type

Sample Length None to 2 ft.



LEGEND

-  Proposed Monitoring Well Location
-  Proposed Monitoring Well Number

Property Owner: Harrison Poured Foundations Inc.
 Township: Crosby
 County: Hamilton

SCALE
 1" = 200'

FERNALD RI/FS