

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
National Capital Region
Special Use Permit

NAME: Fariba Mahvi
ORGANIZATION: Potomac Electric Power Company (Pepco)
ADDRESS: 701 Ninth Street, N.W. Washington D.C. 20068
TELEPHONE NUMBER: 202-331-6641 fmahvi@pepco.com

Park Alpha Code: NCRO
Type of Use: Other
Permit #: NCR 9500-13-001

is hereby authorized to use the following described land or facilities in the above named area:

Bed of the Anacostia River, within the District of Columbia

The area must be restored to its original condition at the end of the permit.

The permit begins at 12:01 (am) on Sep 1, 2013 (Month/Day/Year of date of execution by the NPS Regional Director)

The permit expires at 12:00 (am) on Sep 1, 2014 (Month/Day/Year of 1-year anniversary of the date of execution by the NPS Regional Director)

SUMMARY OF PERMITTED ACTIVITY:

This permit is for the limited purpose of environmental sediment sampling in a portion of the bed of the Anacostia River, hereinafter referred to as the Site. Permittee shall conduct such sediment sampling subject to the conditions of this permit and in accord with the following documents: (1) the December 2012 Pepco Benning Road Facility Final Remedial Investigation/Feasibility Study Work Plan (2) the August 22, 2012 Pepco Joint Federal/State Application for the Alteration of Any Floodplain, Waterway, Tidal or Nontidal Wetland in Maryland; (3) the January 8, 2013 U.S. Army Corps of Engineers (USACE) Nationwide Permit (NWP No. 6); (4) the District of Columbia, Department of the Environment (DDOE) Water Quality Certification #DC-13-001, and further clarifications from DDOE dated April 8, 2013 (TOY Waiver) and April 9, 2013 (Turbidity Curtain Waiver); and (5) the February 7, 2013 USACE Maryland State Programmatic General Permit – 4. The sediment sampling authorized by this permit does not require access to parklands, and is limited to the purpose of sediment sampling in the bed of the Anacostia River.

The permitted activity is being conducted as part of a Remedial Investigation being performed by Pepco pursuant to a Consent Decree between the District of Columbia, District Department of the Environment and Pepco under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and the District of Columbia Brownfield Revitalization Act of 2000 (DCBRA). The Consent Decree was entered by the United States District Court for the District of Columbia on December 1, 2011. The National Park Service (NPS) is not a party to the Consent Decree.

Person on site responsible for permittee's adherence to the terms and conditions of the permit (include contact information): **Fariba Mahvi, fmahvi@pepco.com, 202-331-6641.**

Authorizing legislation or other authority: 41 Fed. Reg. 34,801 (1976)

NEPA Compliance: CATEGORICALLY EXCLUDED EA/FONSI EIS PEPC # OTHER

APPLICATION FEE:	Received <input checked="" type="checkbox"/>	Not Required <input type="checkbox"/>	Amount \$ <u>50</u>
PERFORMANCE BOND:	Required <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ <u>n/a</u>
LIABILITY INSURANCE:	Required <input checked="" type="checkbox"/>	Not Required <input type="checkbox"/>	Amount \$ <u>see condition #8</u>
COST RECOVERY:	Required <input checked="" type="checkbox"/>	Not Required <input type="checkbox"/>	Amount \$ <u>see condition #10</u>
FACILITY USE FEE:	Required <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ <u>n/a</u>
LOCATION FEE:	Required <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount \$ <u>n/a</u>

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE	<u></u>	<u>Lead Environmental Engineer</u>	<u>9/3/2013</u>
	Signature	Title	Date
Authorizing NPS Official	<u></u>		<u>9.10.13</u>
	Signature	Regional Director	Date

[Permit conditions listed on subsequent pages]

**STANDARD
SPECIAL USE PERMIT CONDITIONS**

1. The permittee is prohibited from giving false information; to do so will be considered a breach of the conditions of this permit and shall be grounds for revocation. [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Regional Director (or delegate), and shall comply with all applicable Federal, State, and municipal laws, ordinances, regulations, and codes, including but not limited to 29 CFR Part 1910, and shall comply with the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the suspension or revocation of the permit. Permittee will reimburse NPS for all costs incurred by NPS, including without limitation cleanup or repair of damages required to be made by NPS staff or contractor, in conjunction with a terminated permit.
6. This permit may be revoked at the discretion of the Regional Director upon twenty-four (24) hour notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This permit is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the permittee, its agents or employees, or third parties, from any cause or causes whatsoever on-Site during the term or as a result of this permit or occasioned by any use of the Site or any activity carried on by the permittee in connection herewith, and the permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. The permittee agrees to carry general liability insurance against claims occasioned by the actions or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The permittee shall ensure that its contractors also carry general liability insurance against claims occasioned by the actions or omissions of the permittee's contractors, their agents and employees in carrying out the activities and operations authorized by this permit. The permittee shall ensure that it and its contractors' liability insurance remains in full force during the entirety of the period covered by this permit. The permittee agrees to be fully responsible for the management, performance, use and safety of the Site under this permit and hereby accepts responsibility and assumes liability for any and all claims arising from the intentional, reckless or negligent actions or omissions of its representatives, employees, agents, contractors or subcontractors directly or indirectly connected with the work performed, or the maintenance or use of the Site, to the extent permitted by law. The permittee shall, and shall require all of its contractors and subcontractors to:

- a) Procure public and employee liability insurance from responsible companies with a minimum limitation of \$2,000,000 (two million dollars) per person for any one claim and an aggregate limit of \$5,000,000 (five million dollars) for any number of claims arising from any one incident, or the minimum required by law, if any, whichever amount is greater. The United States of America shall be named as an additional insured on all policies. The permit number will be included on said policy. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles thereunder, and such insurance policies shall be obtained by, be for the account of, and be at the insured's sole risk. A copy of the Certificate of Insurance evidencing proper insurance coverage and referencing the permit number shall be provided to the Regional Director prior to the effective date of the permit. No work shall be allowed to proceed under this permit until the copy of said Certificate of Insurance is provided to the Regional Director.
 - b) Pay the United States the full value for all damages to the lands or other property of the United States caused by the permittee or by the permittee's employees, agents, contractors, subcontractors, or employees of the contractors or subcontractors.
 - c) Indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses to the extent permitted by law rising out of, or from any omission or activity in connection with activities conducted under this Permit.
9. Permittee agrees to deposit with the park a bond in the amount of \$___n/a___ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the Region and park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on-Site must be paid when the permit is approved. If any additional costs are incurred by the Region or the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred, the difference will be returned to the permittee.
 11. The person named on the permit as in charge of the permitted activity on-Site, Fariba Mahvi, must have full authority to make any decisions about the activity and must remain on-Site at all times while permitted activities are occurring. Alternatively, Ms. Mahvi may designate another Pepco employee after providing advance notice to NPS, to fulfill Pepco's obligations under this paragraph. That individual also must have full authority to make any decisions about the activity and must remain on-Site at all times while permitted activities are occurring. Ms. Mahvi and her designee shall be responsible for all individuals, groups, vendors, etc. involved with the permit.
 12. The permittee represents and it is a condition of acceptance of this permit that, pursuant to 41 U.S.C. section 6306, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
 13. Nothing herein contained shall be construed as binding NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or

allocations. Further, no provision of this permit shall be interpreted as or constitute a commitment or requirement that the United States obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1344 and 1511-1519, or any other applicable provision of law.

14. This permit may not be transferred or assigned without the prior written consent of the Regional Director.
15. This permit does not authorize any use, activity, or purpose other than those expressly described herein.
16. Future access to property under the jurisdiction or management of NPS after the expiration of this permit, or any modifications to this permit, will require a written amendment issued by NPS.
17. This permit does not grant any property rights, easements, rights-of-way, or any other interest in real property.
18. The permittee and its representatives, agents, contractors, and subcontractors must be apprised of, be familiar with, and comply with, the contents of this permit. A copy of this permit will be available on-Site during all phases of the permitted work.
19. The permittee agrees to comply with and be bound by the terms of this permit and to undertake all actions set forth in this Permit. In any action by the NPS to enforce the terms of this permit, the permittee consents to and agrees not to contest the authority or jurisdiction of NPS to issue or enforce this permit, and agrees not to contest the validity of the permit or its terms.

*[Additional Site-specific conditions
listed on subsequent pages]*

ADDITIONAL CONDITIONS

20. The use of the Site authorized by this permit must conform to the Pepco RI/FS Work Plan. The permittee shall conduct the work pursuant to the conditions of this permit.
21. An NPS representative may observe any or all activities on the Site, and those activities that are or may be impacting other NPS property or resources.
22. Neither the permittee, nor its agents, employees, or contractors, may stage or store any equipment or materials on the Site or any other NPS-managed lands.
23. The permittee is aware that the Site is potentially contaminated and shall take all actions necessary to avoid disturbance of Site sediments. Permittee will undertake the activities outlined in this Permit, with an appropriate turbidity monitoring program in place. The Ponar Dredge may only be used for data required from the sediment surface following measurements to confirm the depth to the top of the sediment surface and the Ponar Dredge only dropped deep enough to collect sufficient sample volumes. The Ponar Dredge may not be used to collect any depth discrete sediment data.
24. The permittee assumes liability for all releases and/or discharges of Waste Materials and non-Waste Materials into the environment resulting from project activities. The permittee assumes responsibility for cost, repairs, and/or restoration to areas damaged by any such releases and discharges, whether within the permitted area or not.
25. In the event of any action or occurrence during the performance of the permitted activities, which causes or threatens a release of Waste Materials into the environment that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, the permittee shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately make proper notification in accordance with all applicable legal and regulatory requirements. Notification shall be made to the District of Columbia HAZMAT Unit and U.S. Park Police (USPP Dispatch 202-610-7500), as well as the National Response Center, if warranted. Additionally, the NPS point of contact for this permit shall be notified. Contingency measures will be implemented as noted in the following paragraph.
26. Contingency measures:
 - a) Permittee and its contractors will immediately stop operations;
 - b) All crew members will don appropriate personal protective equipment and take appropriate steps to abate and remediate the release; and
 - c) Authorized activities will be suspended until conditions are determined to be stable by the NPS point of contact.
27. Nothing in the preceding paragraphs shall be deemed to limit any authority of the United States, (a) to take all appropriate action to protect human health and the environment to prevent, abate, respond to or minimize an actual or threatened release of Waste Materials on, at, or from the Site, or (b) to direct or order such action, or seek an order from the requisite Court, to protect human health and the environment or to prevent, abate, respond to or minimize an actual or threatened release of Waste Materials substances on, at, or from the Site.
28. "Waste Materials" shall, for the purposes of this permit, be defined as (a) any "hazardous substance" under CERCLA Section 101(14), 42 U.S.C Section 9601(14); (b) any "pollutant or contaminant" under CERCLA Section 101(33), 43 U.S.C. 9601(33); (c) any "solid waste" under RCRA Section 1004(27); (d) any hazardous waste under RCRA Section 1004(5), 42 U.S.C. 6903(5); (e) any petroleum product or waste, including crude oil or any fraction thereof or

waste; and (f) natural gas, methane gas, liquefied natural gas, or synthetic gas, or any mixtures thereof.

29. The permittee shall ensure proper handling and off-Site disposal of all generated Waste Materials, including but not limited to all excavated sediments, whether or not determined to be contaminated.
30. A copy of all validated data prepared relating to the work performed pursuant to the permit shall be submitted to the NPS point of contact identified below within 60 days of its generation.
31. The permittee shall coordinate the performance of work under this permit with the appropriate representatives(s) of the NPS, and will comply with any and all instructions from official representatives of the NPS relative to the permit conditions. The primary point of contact for the NPS will be Emily Ferguson, Environmental Protection Specialist for National Capital Parks-East, at 202-692-6033, Emily_Ferguson@nps.gov. The secondary point of contact for the permit will be the Regional Right-of-Way Coordinator, Georgeann Smale, at 202-619-7276, georgeann_smale@nps.gov.