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EPA--REGION 10

1 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10
2 AND THE
3 ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
4 AND THE
5 UNITED STATES DEPARTMENT OF THE ARMY
6
7

8 IN THE MATTER OF:)
9) FEDERAL FACILITY AGREEMENT
10 U.S. Department of the Army) UNDER CERCLA SECTION 120
11 Fort Richardson)
12 Anchorage, Alaska) Administrative Docket Number:
13) 1093-05-02-120
14)

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18 ATTACHMENT 1

19

20 Based on the information available to the Parties on the

21 effective date of this Federal Facility Agreement ("Agreement"),

22 and without trial or adjudication of any issues of fact or law, the

23 Parties agree as follows:

24

25

26

1 I. JURISDICTION

2 Each Party is entering into this Agreement pursuant to
3 the following authorities:

4 1.1 The United States Environmental Protection
5 Agency ("U.S. EPA"), Region 10, enters into those portions of this
6 Agreement that relate to the Remedial Investigation/Feasibility
7 Study ("RI/FS") pursuant to Section 120(e)(1) of the Comprehensive
8 Environmental Response, Compensation, and Liability Act ("CERCLA"),
9 42 U.S.C. § 9620(e)(1), as amended by the Superfund Amendments and
10 Reauthorization Act of 1986 ("SARA"), Pub. L. 99-499 (hereinafter
11 jointly referred to as "CERCLA"); Sections 3004(u) and (v),
12 3008(h), and 6001 of the Resource Conservation and Recovery Act
13 ("RCRA"), 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961, as
14 amended by the Hazardous and Solid Waste Amendments of 1984
15 ("HSWA") (hereinafter jointly referred to as "RCRA"); and Executive
16 Order 12580;

17 1.2 U.S. EPA, Region 10, enters into those
18 portions of this Agreement that relate to interim actions and final
19 remedial actions pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C.
20 § 9620(e)(2); Sections 3004(u) and (v), 3008(h), and 6001 of RCRA,
21 42 U.S.C. §§ 6924(u) and (v), 6928(h), and 6961; and Executive
22 Order 12580;

23 1.3 The Army enters into those portions of this
24 Agreement that relate to the RI/FS pursuant to Section 120(e)(1) of
25 CERCLA, 42 U.S.C. § 9620(e)(1); Sections 3004(u) and (v), 3008(h),
26 and 6001 of RCRA, 42 U.S.C. §§ 6924(u) and (v), 6928, and 6961;

1 Executive Order 12580; the National Environmental Policy Act,
2 42 U.S.C. § 4321, and the Defense Environmental Restoration Program
3 ("DERP"), 10 U.S.C. § 2701 et seq.;

4 1.4 The Army enters into those portions of this
5 Agreement that relate to interim actions and final remedial actions
6 pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C. § 9620(e)(2);
7 Sections 3004(u) and (v), 3008(h), and 6001 of RCRA, 42 U.S.C.
8 §§ 6924(u) and (v), 6928(h), and 6961; Executive Order 12580; and
9 the DERP.

10 1.5 The State of Alaska Department of
11 Environmental Conservation ("ADEC") enters into this Agreement
12 pursuant to Sections 107, 120(e), 120(f), and 121(f) of CERCLA,
13 42 U.S.C. §§ 9607, 9620(e), 9620(f), and 9621(f); Alaska Statutes
14 46.03, 46.04, 46.08, 46.09; and 18 Alaska Administrative Code
15 ("AAC") 60, 18 AAC 62, 18 AAC 70, 18 AAC 75, 18 AAC 78, and
16 18 AAC 80.

17 II. DEFINITIONS

18 2.1 The terms used in this Agreement shall have
19 the same meaning as defined in Section 101 of CERCLA, 42 U.S.C.
20 § 9601; the NCP, 40 CFR 300.5; and Section 1004 of RCRA, 42 U.S.C.
21 § 6903. In addition:

22 (a) "ADEC" shall mean the State of Alaska as
23 represented by the Department of Environmental Conservation, its
24 employees, agents, and authorized representatives;

25 (b) "Agreement" shall mean this document and shall
26 include all Attachments to this document. All such Attachments

1 shall be incorporated by reference and are an integral and
2 enforceable part of this document;

3 (c) "ARAR" or "Applicable or Relevant and
4 Appropriate Requirement" shall mean any standard, requirement,
5 criterion, or limitation as provided in Section 121(d)(2) of
6 CERCLA, 42 U.S.C. § 9621(d)(2), and the NCP;

7 (d) "Authorized representative" may include a
8 designated contractor or any other designee;

9 (e) "CERCLA" shall mean the Comprehensive
10 Environmental Response, Compensation, and Liability Act of 1980,
11 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments
12 and Reauthorization Act of 1986 ("SARA"), Pub. L. 99-499;

13 (f) "Critical Path Method" or "CPM" shall mean the
14 methodology that uses certain techniques to represent multiple
15 relationships between stages in a complicated project undertaken
16 pursuant to this Agreement. This methodology shows the precedence
17 relationships between the various activities specified in a given
18 project and can be used to control and monitor the progress, cost
19 and resources of a project. This methodology also identifies the
20 most critical activities in the project.

21 (g) "Days" shall mean calendar days, unless
22 otherwise specified. Any submittal that under the terms of this
23 Agreement would be due on a Saturday, Sunday, or federal or state
24 holiday shall be due on the following business day;

25 (h) "Interim Remedial Actions" or "IRAs" are
26 discussed in the Preamble to 40 CFR 300.430(a)(1), 55 Fed. Reg.

1 8703-8706 (March 8, 1990), and shall mean all discrete actions
2 implemented under remedial authority that are taken to prevent or
3 minimize the release of hazardous substances, pollutants, or
4 contaminants so that they do not endanger human health or the
5 environment. Interim actions shall neither be inconsistent with
6 nor preclude implementation of the final expected Site remedy and
7 shall be undertaken in accordance with the NCP, 40 CFR Part 300, as
8 amended, and with the requirements of CERCLA;

9 (i) "Army" shall mean the United States Army and,
10 to the extent necessary to effectuate the terms of this Agreement
11 (including appropriations and congressional reporting
12 requirements), its employees, agents, successors, assigns, and
13 authorized representatives;

14 (j) "NCP" shall mean the National Oil and
15 Hazardous Substances Pollution Contingency Plan, 40 CFR Part 300,
16 as amended;

17 (k) "Operable Unit" or "OU" means a discrete
18 action that comprises an incremental step toward comprehensively
19 addressing Site problems. This discrete portion of a remedial
20 response manages migration, or eliminates or mitigates a release,
21 threat of a release, or pathway of exposure. The cleanup of a site
22 can be divided into a number of operable units, depending on the
23 complexity of the problems associated with the site. Operable
24 units may address geographical portions of a site, specific site
25 problems, or initial phases of an action, or may consist of any set
26

1 of actions performed over time or any actions that are concurrent
2 but located in different parts of a site;

3 (l) "Paragraph" shall mean a numbered paragraph of
4 this Agreement, designated by an Arabic numeral;

5 (m) "Part" shall mean one of the thirty-seven (37)
6 subdivisions of this Agreement, designated by a Roman numeral;

7 (n) "Parties" shall mean the Army, U.S. EPA, and
8 ADEC;

9 (o) "Preliminary Source Evaluation" and
10 "Preliminary Source Evaluation Report" ("PSE") shall mean the
11 process (and resulting documentation) of evaluating releases or
12 threatened releases of hazardous substances, pollutants, or
13 contaminants from source areas with the potential to constitute a
14 threat to public health, welfare, or the environment. A
15 Preliminary Source Evaluation as described in Attachment I, may
16 consist of two phases: an existing data evaluation (PSE 1) and/or
17 a limited field investigation (PSE 2).

18 (p) "RCRA" shall mean the Resource Conservation
19 and Recovery Act, 42 U.S.C. § 6901 et seq., as amended by the
20 Hazardous and Solid Waste Amendments of 1984 ("HSWA"), Pub. L.
21 98-616;

22 (q) "Record of Decision" or "ROD" is discussed at
23 40 CFR 300.430 and shall mean the document that summarizes the
24 selection of an interim remedial action or a final remedial action,
25 and all facts, analyses of facts, and source-specific policy
26

1 determinations considered in the course of carrying out activities
2 at the Site;

3 (r) "Remedial Investigation/Feasibility Study
4 Management Plan" shall mean a comprehensive document describing all
5 activities planned within the RI and the FS process to include the
6 Work Plan, Field Sampling Plan ("FSP"), Quality Assurance Project
7 Plan ("QAPP"), Health and Safety Plan ("HSP"), and the Community
8 Relations Plan ("CRP");

9 (s) "Removal" is defined by Section 311(a)(8) of
10 the Clean Water Act ("CWA"), 33 U.S.C. 1321(a)(8), and shall mean
11 the removal of oil or hazardous substances from the water and
12 shorelines or the taking of such other actions as may be necessary
13 to minimize or mitigate damage to the public health, welfare, or to
14 the environment. As defined by Section 101(23) of CERCLA,
15 42 U.S.C. § 9601(23), removal shall mean the cleanup or removal of
16 released hazardous substances from the environment; such actions as
17 may be necessary in the event of the threat of release of hazardous
18 substances into the environment; such actions as may be necessary
19 to monitor, assess, and evaluate the release or threat of release
20 of hazardous substances; the disposal of removed material; or the
21 taking of such other actions as may be necessary to prevent,
22 minimize, or mitigate damage to the public health or welfare or to
23 the environment that may otherwise result from a release or threat
24 of release. The term includes, in addition, without being limited
25 to, security fencing or other measures to limit access, provision
26 of alternative water supplies, temporary evacuation and housing of
27

1 threatened individuals not otherwise provided for, action taken
2 under Section 104(b) of CERCLA, 42 U.S.C. § 9604(b), post-removal
3 site control, where appropriate, and any emergency assistance that
4 may be provided under the Disaster Relief Act of 1974. For the
5 purpose of the NCP, the term also includes enforcement activities
6 related thereto;

7 (t) "Scope of Work" shall mean the planning
8 document prepared by the Army, in consultation with U.S. EPA and
9 ADEC, and in accordance with OSWER Directive 9835.8 that identifies
10 the source-specific objectives and general management approach for
11 the RI/FS process for the Site and/or operable unit(s);

12 (u) "Site" shall mean the physical boundaries of
13 Fort Richardson facility, which occupies approximately 61,900 acres
14 near Anchorage, Alaska. The Site includes other area(s)
15 contaminated by the migration of hazardous substances, pollutants,
16 contaminants, or constituents from sources at Fort Richardson;

17 (v) "Statement of Work" shall mean the detailed
18 elaboration of the Scope of Work that defines the requirements for
19 developing a management plan;

20 (w) "U.S. EPA" shall mean the United States
21 Environmental Protection Agency, including Region 10, its
22 employees, agents, and authorized representatives; and

23 (x) "Work Plan" shall mean the RI/FS or RA Work
24 Plan that is to be prepared in accordance with Office of Solid
25 Waste and Emergency Response ("OSWER") Directives 9355.3-01
26 (October 1988) and 9355.0-4A (June 1986), and the NCP.

1
2 III. PURPOSE

3 3.1 The general purposes of this Agreement are to:

4 (a) Ensure that the environmental impacts associated
5 with past and present activities at the Site are thoroughly
6 investigated and that appropriate removal and/or remedial action(s)
7 is/are taken as necessary to protect the public health, welfare,
8 and the environment;

9 (b) Establish a procedural framework and schedule for
10 developing, implementing, and monitoring appropriate response
11 actions at the Site in accordance with CERCLA, the NCP, national
12 Superfund guidance and policy, RCRA, national RCRA guidance and
13 policy, and applicable state law; and,

14 (c) Facilitate cooperation, exchange of information,
15 and participation of the Parties in such actions.

16 3.2 Specifically, the purposes of this Agreement are
17 to:

18 (a) Investigate historical information about the Site
19 in order to identify those sources of contamination that can be
20 addressed under this Agreement;

21 (b) Identify removal and Interim Remedial Actions
22 ("IRA") alternatives that are appropriate at the Site prior to the
23 implementation of final remedial action(s) for the Site. IRA
24 alternatives shall be identified and proposed to the Parties as
25 early as possible prior to formal proposal of IRA(s) to U.S. EPA
26 and ADEC pursuant to CERCLA and applicable state law. This process

1 is designed to promote cooperation among the Parties in identifying
2 IRA alternatives prior to selection of final IRA(s);

3 (c) Establish requirements for the performance of a
4 Remedial Investigation ("RI") to determine fully the nature and
5 extent of the threat to the public health or welfare or the
6 environment caused by the release or threatened release of
7 hazardous substances, pollutants, or contaminants at the Site, and
8 to establish requirements for the performance of an FS for the Site
9 to identify, evaluate, and select alternatives for the appropriate
10 remedial action(s) to prevent, mitigate, or abate the release or
11 threatened release of hazardous substances, pollutants, or
12 contaminants at the Site in accordance with CERCLA and applicable
13 state law;

14 (d) Identify the nature, objective, and schedule of
15 response actions to be taken at the Site. Response actions at the
16 Site shall attain that degree of cleanup of hazardous substances,
17 pollutants, or contaminants mandated by CERCLA and applicable state
18 law;

19 (e) Implement the selected interim and final remedial
20 action(s) in accordance with CERCLA and applicable state law, and
21 meet the requirements of Section 120(e)(2) of CERCLA, 42 U.S.C.
22 § 9620(e)(2), for an interagency agreement among the Parties;

23 (f) Assure compliance, through this Agreement, with
24 RCRA and other federal and state hazardous waste laws and
25 regulations for matters covered herein;

1 (g) Coordinate response actions at the Site with the
2 mission and support activities at Fort Richardson;

3 (h) Expedite the cleanup process to the extent
4 consistent with protection of human health and the environment;

5 (i) Provide for ADEC involvement in the initiation,
6 development, selection, and enforcement of remedial actions to be
7 undertaken at Fort Richardson, including the review of all
8 applicable data as it becomes available, and the development of
9 studies, reports, and actions plans; and to identify and integrate
10 state ARARs into the remedial action process; and

11 (j) Provide for operation and maintenance of any
12 remedial action selected and implemented pursuant to this
13 Agreement.

14 IV. PARTIES BOUND

15 4.1 This Agreement shall apply to and be binding
16 upon the Army, U.S. EPA, and ADEC. This Agreement shall also apply
17 to subsequent owners and operators of any portion of the Site. The
18 Army agrees to include notice of this Agreement in any document
19 transferring ownership of property owned by the United States to
20 any subsequent owners and operators of any portion of the Site in
21 accordance with Section 120(h) of CERCLA, 42 U.S.C. § 9620(h),
22 40 CFR §§ 264.119 and 264.120, and Part XXXII of this Agreement.
23 The requirement for such notice shall apply to real property sold
24 or transferred between agencies of the United States, between the
25 United States and private Parties, and between the United States
26 and state and local governments.

1 4.2 The Army will notify U.S. EPA and ADEC of the
2 identity of its contractors and subcontractors performing work
3 under this Agreement. The Army shall provide copies of this
4 Agreement to all contractors and subcontractors performing work
5 under this Agreement. The Army shall ensure that all contractors
6 and subcontractors performing work under this agreement have
7 sufficient experience to deal with the relevant remedial activities
8 at the Site.

9 4.3 Each undersigned representative of a Party
10 certifies that he or she is fully authorized to enter into the
11 terms and conditions of this Agreement and to legally bind such
12 Party to this Agreement.

13 V. RCRA-CERCLA INTEGRATION

14 5.1 The Parties intend to integrate the Army's
15 CERCLA response obligations and RCRA corrective action obligations
16 that relate to the release(s) of hazardous substances, hazardous
17 wastes, hazardous constituents, pollutants, or contaminants covered
18 by this Agreement into this comprehensive Agreement. Therefore,
19 the Parties intend that activities covered by this Agreement will
20 achieve compliance with CERCLA, 42 U.S.C. § 9601 et seq.; satisfy
21 the corrective action requirements of Sections 3004(u) and (v) of
22 RCRA, 42 U.S.C. § 6924(u) and (v), for a RCRA permit, and Section
23 3008(h), 42 U.S.C. § 6928(h), for interim status facilities; and
24 meet or exceed all applicable or relevant and appropriate federal
25 and state laws and regulations, to the extent required by Section
26 121 of CERCLA, 42 U.S.C. § 9621, and applicable state law.

1 5.2 Based upon the foregoing, the Parties intend
2 that any remedial action selected, implemented, and completed under
3 this Agreement will be protective of human health and the
4 environment such that remediation of releases covered by this
5 Agreement shall obviate the need for further corrective action
6 under RCRA (i.e., no further corrective action shall be required).
7 The Parties agree that with respect to releases of hazardous waste
8 or hazardous constituents covered by this Agreement, RCRA shall be
9 considered an ARAR pursuant to Section 121 of CERCLA, 42 U.S.C.
10 § 9621. Releases or other hazardous waste activities not covered
11 by this Agreement remain subject to all applicable state and
12 federal environmental requirements.

13 5.3 The Parties recognize that the requirement to
14 obtain permits for response actions undertaken pursuant to this
15 Agreement shall be as provided for in CERCLA and the NCP. The
16 Parties further recognize that ongoing hazardous waste management
17 activities at Fort Richardson may require the issuance of permits
18 under federal and state laws. This Agreement does not affect the
19 requirements, if any, to obtain such permits. However, if a permit
20 is issued to the Army for ongoing hazardous waste management
21 activities at the Site, U.S. EPA or ADEC shall reference and
22 incorporate any appropriate provisions, including appropriate
23 schedules (and the provision for extension of such schedules), of
24 this Agreement into such permit. With respect to those portions of
25 this Agreement incorporated by reference into permits, the Parties
26 intend that judicial review of the incorporated portions shall, to

1 the extent authorized by law, be reviewed only under the provisions
2 of CERCLA.

3 5.4. Nothing in this Agreement shall alter any
4 Party's rights with respect to removal actions conducted pursuant
5 to Section 104 of CERCLA, 42 U.S.C. § 9604. Any removal actions
6 conducted at the Site shall be conducted in a manner consistent
7 with this Agreement, CERCLA, the NCP, and Executive Order 12580.

8
9 VI. FINDINGS OF FACT

10 6.1 For purposes of this Agreement, the following
11 constitutes a summary of the facts upon which this Agreement is
12 based. None of the facts related herein are admissions nor are
13 they legally binding upon any Party with respect to any unrelated
14 claims of persons not a Party to this Agreement.

15 6.2 Fort Richardson encompasses approximately
16 25,000 acres near Anchorage, Alaska. Included in this is an
17 ordinance impact area, an airfield, a manoeuver area, a cantonement
18 area, and housing for Fort Richardson personnel.

19 6.3 Major sources of contamination at Fort
20 Richardson include areas of white phosphorus at Eagle River Flats,
21 PCB contamination at the Roosevelt Road transmitter site, volatile
22 organic compounds at the Poleline Road disposal area, and the fire
23 training pits.

24 6.4 Fort Richardson was proposed for inclusion on
25 the CERCLA National Priorities List ("NPL") in June 1993. 58 Fed.
26 Reg. 34018 (June 23, 1993).

1 6.5 The Parties enter this Agreement with the
2 expectation that Fort Richardson will list final on the NPL. Upon
3 final listing, the Project Managers shall, in writing, modify
4 Paragraph 6.4 of this Agreement to include the appropriate Federal
5 Registry citation. If Fort Richardson fails to list final on the
6 NPL, any Party may void this Agreement by providing written notice
7 to the other Parties.
8

9 VII. REGULATORY DETERMINATIONS

10 7.1 For purposes of this Agreement, the following
11 constitutes a summary of the Regulatory Determinations upon which
12 this Agreement is based. None of the Regulatory Determinations
13 related herein are admissions nor are they legally binding upon any
14 Party with respect to any unrelated claims of person(s) not a Party
15 to this Agreement.

16 7.2 Fort Richardson, collectively, is a Site
17 within the meaning of Section 101(9) of CERCLA, 42 U.S.C.
18 § 9601(9);

19 7.3 Hazardous substances, pollutants, or
20 contaminants within the meaning of Sections 101(14) and 104(a)(2)
21 of CERCLA, 42 U.S.C. §§ 9601(14) and 9604(a)(2), have been disposed
22 of at the Site;

23 7.4 There have been releases of hazardous
24 substances, pollutants, or contaminants into the environment within
25 the meaning of Sections 101(22), 104, 106, and 107 of CERCLA,
26 42 U.S.C. §§ 9601(22), 9604, 9606, and 9607, at and from the Site;

1 7.5 With respect to those releases, the Army is an
2 owner and/or operator within the meaning of Section 107 of CERCLA,
3 42 U.S.C. § 9607;

4 7.6 The actions to be taken pursuant to this
5 Agreement are reasonable and necessary to protect human health and
6 the environment; and

7 7.7 A reasonable time for beginning and/or
8 completing the actions has been, or will be, provided.

9
10 VIII. SCOPE OF AGREEMENT

11 A. Work to be Performed

12 8.1 The Parties intend that work done and data
13 generated prior to the effective date of this Agreement be retained
14 and utilized to the maximum extent technically feasible in
15 accordance with applicable law.

16 8.2 The Army will conduct and finance the cost of
17 each RI/FS or other consultant studies in accordance with each
18 RI/FS Management Plan or Work Plan and implement the RD/RA at the
19 Site in accordance with the appropriate RD and the RA Work Plan,
20 and all relevant statutes and regulations.

21 8.3 All work performed pursuant to this Agreement
22 shall be under the direction and supervision, or in consultation
23 with, a qualified engineer, geologist, or equivalent expert with
24 expertise in hazardous substances remedial investigation and/or
25 remediation.

1 8.4 The Army shall perform the tasks and submit
2 plans, reports, and other documents as required by the Plans.

3 8.5 These matters are set forth in more detail
4 below and in the subsequent RI/FS Management Plans, PSE Work Plans,
5 and RA Work Plans. This Agreement fully incorporates the
6 provisions of these Plans that relate to the implementation of this
7 Agreement, including, but not limited to, definitions and
8 procedures for submission, review, and approval of documents. In
9 the event of any inconsistency between this Agreement and the
10 Plans, this Agreement shall govern unless and until duly amended
11 pursuant to Part XXXIII of this Agreement.

12 B. Preliminary Source Evaluation

13 8.6 The Army shall evaluate known and potential
14 sources of contamination under the PSE process pursuant to
15 Attachment I.

16 C. Interim Remedial Actions

17 8.7 The Army shall, where appropriate, develop and
18 implement Interim Remedial Actions ("IRAs"). The IRA(s) shall be
19 consistent with the purposes set forth in Part III of this
20 Agreement.

21 D. Remedial Investigations

22 8.8 The Army shall develop, implement, and report
23 upon remedial investigations of the Site. These investigations
24 shall comply with applicable requirements of CERCLA; the NCP; and,
25 to the extent set forth in this Agreement, pertinent written
26 national guidance and U.S. EPA national policy.

1 E. Feasibility Studies

2 8.9 The Army shall design, propose, undertake, and
3 report upon feasibility studies for the Site. These studies shall
4 comply with applicable requirements of CERCLA; the NCP; and, to the
5 extent set forth in this Agreement, pertinent written national
6 guidance and U.S. EPA national policy.

7
8 F. Remedial Actions

9 8.10 The Army shall develop and submit its proposed
10 RA alternative. ADEC may recommend to U.S. EPA the RA alternative
11 it deems appropriate. U.S. EPA and the Army, in consultation with
12 ADEC, shall make final selection of the RA(s) for each OU. In the
13 event of disagreement, U.S. EPA shall make final selection of the
14 RA(s). The selection of RA(s) by the U.S. EPA Regional
15 Administrator shall be final, subject to Part XXXVI.

16
17 G. Technical Review Committee

18 8.11 Pursuant to 10 U.S.C. § 2705(c), the Army
19 shall establish a technical review committee ("TRC") and, in
20 consultation with the Parties, shall provide for representatives
21 from the following organizations to serve as members of the TRC:

- 22 a. A representative from the Army;
23 b. A representative from the ADEC;
24 c. A representative from the U.S. EPA;
25 d. A representative from the municipality of
26 Anchorage; and

1 e. Other designated representatives from the local
2 communities, such as the Eagle River community
3 council and other such representatives.

4 8.12 The purpose of the TRC is to afford a forum
5 for cooperation between the Army and concerned local officials and
6 citizens and to provide a meaningful opportunity for the members of
7 the TRC to become informed and to express their opinion about
8 significant aspects of the RI/FS or the RD/RA process.

9 8.13 The Army Base Commander or delegate shall
10 serve as the Chair of the TRC meetings. The Chair shall schedule
11 regular meetings of the TRC as necessary and appropriate. Regular
12 meetings of the TRC shall be for the purpose of reviewing progress
13 under the RI/FS or the RD/RA and discussing other matters of
14 interest to the TRC. Special meetings of the TRC may be held at
15 the request of members.

16 H. Compliance with the Off-Site Rule

17 8.14 Any hazardous substance, pollutant or
18 contaminant transferred or otherwise managed off-site as a result
19 of this Agreement must be taken to a facility acceptable under U.S.
20 EPA's Off-Site Rule (58 Fed. Reg. 49200) (September 22, 1993),
21 codified at 40 C.F.R. § 300.440, in accordance with Section
22 121(d)(3) of CERCLA, as amended, 42 U.S.C. § 9621(d)(3).

23 IX. PROJECT MANAGERS

24 9.1 U.S. EPA, ADEC, and the Army shall each
25 designate a Project Manager and Alternate (hereinafter jointly
26 referred to as Project Manager) for the purpose of overseeing the

1 implementation of this Agreement. Within five (5) days of the
2 effective date of this Agreement, each Party shall notify the other
3 Parties of the name and address of its Project Manager. Any Party
4 may change its designated Project Manager by notifying the other
5 Parties, in writing, within five (5) days of the change.
6 Communications between the Parties concerning the terms and
7 conditions of this Agreement shall be directed through the Project
8 Managers as set forth in Part XIV of this Agreement. Each Project
9 Manager shall be responsible for assuring that all communications
10 from the other Project Managers are appropriately disseminated and
11 processed by their respective Agencies.

12 9.2 Project Managers shall have the authority to:

13 (1) take samples, request split samples, and ensure that work is
14 performed properly and in accordance with the terms of any final
15 Management Plan; (2) observe all activities performed pursuant to
16 this Agreement, take photographs, and make such other reports on
17 the progress of the work as the Project Managers deem appropriate;
18 (3) review records, files, and documents relevant to this
19 Agreement; (4) recommend and request minor field modifications to
20 the work to be performed pursuant to the Agreement, or in
21 techniques, procedures, or designs utilized in carrying out this
22 Agreement; (5) exercise the authorities granted to them in this
23 Part, and the NCP; and (6) act in accordance with Paragraph 33.1
24 (Modification/Amendment of Agreement).

25 9.3 Each Project Manager shall be, or rely on, a
26 qualified and competent person with experience in hazardous

1 substances site investigations and remedial actions and having the
2 skills necessary to implement this Agreement.

3 9.4 The Project Managers may, in accordance with
4 Part XX(J) of this Agreement, make minor field modifications to the
5 work to be performed pursuant to this Agreement, or in techniques,
6 procedures, or designs utilized in carrying out this Agreement,
7 including approval of the addition or redefinition of operable
8 units/hazardous waste areas, without resort to Part XXXIII of this
9 Agreement. Any such modification proposed by any Party pursuant to
10 this Part must be approved orally by all Parties' Project Managers
11 to be effective. The Army Project Manager shall make a
12 contemporaneous record of such modification and approval in a
13 written log, and a summary of the log entry will be included in the
14 next progress report. Even after approval of the proposed
15 modification, no Project Manager will require implementation by a
16 government contractor without approval of the appropriate
17 Government Contracting Officer.

18 9.5 The Project Manager for the Army shall be
19 responsible for day-to-day field activities at the Site, and shall
20 have all the authority vested in the On-Scene Coordinator and
21 Remedial Project Manager by the NCP, 40 C.F.R. Part 300. The
22 Project Manager for the Army shall be physically present at the
23 Site, or reasonably available to supervise work, during all hours
24 of work performed at the Site pursuant to this Agreement.

25 9.6 The Project Managers shall be reasonably
26 available to consult on work performed pursuant to this Agreement

1 and shall make themselves available to each other for the pendency
2 of this Agreement. The absence of the Army, U.S. EPA, or ADEC
3 Project Managers from the Site shall not be cause for work stoppage
4 or delay.

5 9.7 The Project Managers may decide to address a
6 source area identified in Attachment I within the scope of a Two
7 Party Agreement between the State of Alaska and the Army. In such
8 a case, and upon unanimous written agreement of the Army, U.S. EPA,
9 and ADEC Project Managers, the agreed upon activities at the source
10 area may commence pursuant to the Two Party Agreement. Such source
11 areas will remain within the scope of this Agreement to the extent
12 established in Part 3.5 of Attachment I.

13
14 X. ACCESS

15 10.1 Without limitation on any authority conferred
16 on them by law, U.S. EPA, ADEC, and/or their authorized
17 representatives, shall have authority to enter the Site at all
18 reasonable times for the purposes of, among other things:
19 (1) inspecting records, operating logs, contracts, and other
20 documents relevant to implementation of this Agreement;
21 (2) reviewing the progress of the Army, its response action
22 contractors, or agents in implementing this Agreement;
23 (3) conducting such tests as ADEC and U.S. EPA Project Managers
24 deem necessary; and (4) verifying the data submitted to U.S. EPA
25 and ADEC by the Army. The Army shall honor all requests for such
26 access by U.S. EPA and ADEC, subject only to any statutory or

1 regulatory requirement as may be necessary to protect national
2 security or mission-essential activities.

3 10.2 The Army shall provide an escort whenever U.S.
4 EPA or ADEC require access to areas designated as restricted in
5 accordance with relevant Army Policy. U.S. EPA and ADEC will seek
6 permission from this escort prior to using any camera, sound
7 recording, or other recording device in such restricted areas. The
8 Parties agree that the provision of an escort will not unreasonably
9 delay access or unreasonably restrict use of recording devices. To
10 the extent possible, U.S. EPA and ADEC shall provide reasonable
11 notice to the Army Project Manager to request necessary escorts.

12 10.3 All Parties with access to the Site pursuant
13 to this Part shall comply with all applicable health and safety
14 plans.

15 10.4 The Army shall promptly provide EPA or ADEC
16 with a full verbal explanation of the reason(s) for denying any
17 access requested by either U.S. EPA or ADEC. In addition, the Army
18 shall, within two days, provide a written explanation of the
19 reason(s) for the denial to the Project Managers, including
20 reference to the applicable regulations, and, upon request, a copy
21 of such regulations. The Army shall, as expeditiously as possible,
22 make alternative arrangements for accommodating the requested
23 access. The Army shall not restrict the access rights of U.S. EPA
24 or ADEC to any greater extent than the Army restricts the access
25 rights of its contractors performing work pursuant to this
26 Agreement.

1 10.5

2 To the extent that this Agreement requires
3 access to property not owned and controlled by the Army, the Army
4 shall exercise its authorities to obtain access pursuant to Section
5 104(e) of CERCLA, 42 U.S.C. § 9604(e), and will use its best
6 efforts to obtain signed access agreements for itself, its
7 contractors, agents, U.S. EPA, and ADEC, and provide U.S. EPA and
8 ADEC with copies of such agreements. The Army may request the
9 assistance of ADEC in obtaining such access, and, upon such
10 request, ADEC will use their best efforts to obtain the required
11 access. With respect to the non-Army property upon which
12 monitoring wells, pumping wells, treatment facilities, or other
13 response actions are to be located, the access agreements should
14 provide that no conveyance of title, easement, or other interest in
15 the property shall be consummated without provisions for the
16 continued operation of such wells, treatment facilities, or other
17 response actions on the property. The access agreements should
18 also provide to the extent practicable that the owners of any
19 property where monitoring wells, pumping wells, treatment
20 facilities, or other response actions are located shall notify the
21 Army, ADEC, and the U.S. EPA by certified mail, at least thirty
22 (30) days prior to any conveyance, of the property owner's intent
23 to convey any interest in the property and of the provisions made
24 for the continued operation of the monitoring wells, treatment
25 facilities, or other response actions installed pursuant to this
26 Agreement. The requirement for such notice shall apply to real
27 property sold or transferred between agencies of the United States,

1 between the United States and private Parties, and between the
2 United States and state and local governments.

3 10.6 Nothing in this Part shall be construed to
4 limit the discretion of the Army to exercise the authority of the
5 President under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), as
6 delegated by Executive Order 12580.

7
8 XI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

9 11.1 Pursuant to the RI/FS management plan, the
10 Parties shall make available to each other quality-assured results
11 of sampling, tests, or other data generated by or on behalf of any
12 Party under this Agreement within sixty (60) days of field testing
13 or the submittal of data to the laboratory. If quality assurance
14 is not completed within sixty (60) days, preliminary data or
15 results shall be made available within the sixty (60) day period
16 and quality assured data or results shall be submitted as they
17 become available but in no event later than one hundred (100) days
18 after testing or the submittal of data to the laboratory. These
19 periods can be extended upon mutual agreement among the Project
20 Managers.

21 11.2 At the written request of either the ADEC or
22 U.S. EPA Project Manager, the Army shall allow split or duplicate
23 samples to be taken by ADEC or U.S. EPA during sample collection
24 conducted during the implementation of this Agreement. The Army's
25 Project Manager shall notify the U.S. EPA and ADEC Project Managers
26 not less than fourteen (14) business days in advance of any

1 scheduled well drilling, sample collection, or other monitoring
2 activity, conducted pursuant to this Agreement. The Project
3 Managers will be notified prior to any unscheduled sampling event.
4 The fourteen (14) day notification can be waived upon mutual
5 agreement among the Project Managers.

6 11.3 If preliminary analysis indicates a potential
7 imminent and substantial endangerment to the public health, all
8 Project Managers shall be immediately notified.

9 11.4 Laboratory reports shall be made available at
10 the Site for the review of the Parties immediately upon completion
11 of laboratory analysis.

12 XII. QUALITY ASSURANCE

13 12.1 Throughout all sample collection,
14 transportation, and analyses activities conducted in connection
15 with this Agreement, the Army shall use procedures for quality
16 assurance, for quality control, and for chain-of-custody in
17 accordance with approved U.S. EPA methods, including "Interim
18 Guidelines and Specifications for Preparing Quality Assurance
19 Project Plans," QAMS-005/80, "Data Quality Objective Guidance,"
20 U.S. EPA 1540/687/003 and 004, and subsequent amendments to such
21 guidelines. The Army shall require each laboratory it uses to
22 perform any analysis according to approved U.S. EPA methods and to
23 demonstrate a quality assurance/quality control program consistent
24 with that followed by U.S. EPA and consistent with U.S. EPA
25 document QAMS-005/80.

1 XIII. REPORTING

2 13.1 The Army shall submit to the other Parties
3 quarterly written progress reports. The reports will include, but
4 not be limited to, the following information:

5 (a) A detailed summary of all of the remedial,
6 removal, and investigation activities during the previous quarter,
7 including any analytical results, any community relations
8 activities, and any community contacts or inquiries related to the
9 hazardous substance contamination at the Site;

10 (b) An outline of the planned activities for the
11 upcoming quarter and a revised depiction of the timeline for
12 Attachment I using the CPM process. Any revisions to the primary
13 milestones to this timeline shall be made pursuant to the
14 procedures specified in Part XXXIII of this Agreement;

15 (c) A detailed statement of the manner and the
16 extent to which the timetables and deadlines are being met;

17 (d) The status of efforts to obtain
18 rights-of-entry necessary for monitoring and well installation off-
19 Base; and

20 (e) The status of any other activities proposed or
21 underway, personnel changes, or funding availability, that affects
22 or potentially affects any phase of the activities undertaken
23 pursuant to this Agreement.

24 13.2 The quarterly written progress reports shall
25 be submitted on the twentieth (20th) day of each calendar quarter
26 following the effective date of this Agreement.

1 13.3 In addition to the requirements of this Part,
2 the Army shall notify the Parties promptly upon learning that any
3 CPM milestone may be or has been missed. CPM milestones include
4 milestones that affect or potentially affect the timely delivery of
5 a primary or secondary document, and any other milestone identified
6 by mutual agreement of the Project Managers.

7
8 XIV. NOTICE TO THE PARTIES

9 14.1 All Parties shall expeditiously transmit
10 primary and secondary documents, and all notices required herein.
11 Time limitations shall commence upon receipt.

12 14.2 Unless otherwise provided, notice to the
13 individual Parties shall be provided under this Agreement to the
14 following addresses:

15 (A) For the Army:

16 Cristal Fosbrook, Project Manager
17 6th ID(L) & USAG, AK
18 Public Works
19 Attn: APVR-PW
20 Fort Richardson, Alaska 99505
21 (Ph.) (907) 384-3044
22 (Fax) (907) 384-3047

23 and

24 Col. Robert Wrentmore
25 Director, Public Works
26 Attn: APVR-PW
27 HQ, 6th Infantry Division
28 Fort Richardson, Alaska 99505

1 (B) For U.S. EPA:

2 U.S. Environmental Protection Agency
3 Region 10
4 Superfund Federal Facility Branch
5 1200 Sixth Avenue, HW-124
6 Seattle, Washington 98101
7 Attn: R. Matthew Wilkening, Project
8 Manager
9 (Ph.) 206-553-1284
10 (Fax) 206-553-0957

11 (C) For the State of Alaska:

12 Alaska State Department of
13 Environmental Conservation
14 Southcentral Regional Office
15 Contaminated Site Program
16 3601 "C" Street, Suite 1334
17 Anchorage, AK 99503
18 Attn: Jennifer Roberts, Project Manager
19 (Ph.) 907-563-6529
20 (Fax) 907-273-4331

21 XV. PERMITS

22 15.1 Nothing in this Agreement relieves the Army
23 from the requirement of obtaining an otherwise applicable permit or
24 other authorization whenever it proposes a response action
25 involving the shipment or movement off-Site of a hazardous
26 substance, or undertakes any activities not directly related to
27 response actions at the Site.

28 XVI. RETENTION OF RECORDS

16.1 The Army shall preserve for a minimum of ten
(10) years after termination and satisfaction of this Agreement the
Administrative Record, and any post-Record of Decision primary and
secondary documents and reports in their possession or in the
possession of their divisions, employees, agents, accountants,
contractors, or attorneys that relate to the presence of hazardous

1 wastes and constituents, hazardous substances, pollutants, and
2 contaminants at the Site or to the implementation of this
3 Agreement, despite any document retention policy to the contrary.
4 After this ten (10) year period, the Army shall notify the other
5 Parties at least forty-five (45) days prior to destruction or
6 disposal of any such documents or records. Upon request by any
7 Party, the Army shall make available such records or documents, or
8 true copies. Documents may be converted to permanent electronic or
9 optical media and paper originals disposed of after forty-five (45)
10 days notification to the other Parties.

11
12 XVII. PUBLIC PARTICIPATION AND ADMINISTRATIVE RECORD

13 17.1 The Parties agree that this Agreement and any
14 subsequent plan(s) for remedial action at the Site arising out of
15 this Agreement shall comply with the administrative record and
16 public participation requirements of CERCLA, including Sections
17 113(k) and 117 of CERCLA, 42 U.S.C. §§ 9613(k) and 9617, the NCP,
18 and U.S. EPA national guidance on public participation and
19 administrative records.

20 17.2 The Army shall develop and implement a
21 Community Relations Plan ("CRP") that responds to the need for an
22 interactive relationship with all interested community elements,
23 both on- and off-Site, regarding activities and elements of work
24 undertaken by the Army. The Army agrees to develop and implement
25 the CRP in a manner consistent with Section 117 of CERCLA,
26 42 U.S.C. § 9617, the NCP, and U.S. EPA national guidance.

1 17.3 The Army shall establish and maintain a
2 certified copy of the administrative record at or near Fort
3 Richardson in accordance with Section 113(k) of CERCLA, 42 U.S.C.
4 § 9613(k). The administrative record shall be established and
5 maintained in accordance with U.S. EPA national policy and
6 guidelines. Army shall provide to U.S. EPA and ADEC a copy of the
7 Administrative Record Index, with updates as changes occur. In
8 addition, the Army shall promptly provide copies of any document
9 included in the Administrative Record to U.S. EPA and/or ADEC, upon
10 request.

11 XVIII. CREATION OF DANGER/EMERGENCY ACTION

12 18.1 In the event U.S. EPA or ADEC determine that
13 activities conducted pursuant to this Agreement, or any other
14 circumstances or activities, are creating an imminent and
15 substantial endangerment to the health or welfare of the people on
16 the Site or in the surrounding area or to the environment, U.S. EPA
17 or ADEC may require or order the Army to stop further
18 implementation of this Agreement for such period of time as needed
19 to abate the danger. Any unilateral work stoppage for longer than
20 twenty-four (24) hours requires the concurrence of the U.S. EPA
21 Division Director, in accordance with Paragraph 21.9.

22 18.2 In the event the Army determines that
23 activities undertaken in furtherance of this Agreement or any other
24 circumstances or activities at the Site are creating an imminent
25 and substantial endangerment to the health or welfare of the people
26 on the Site or in the surrounding area or to the environment, the

1 Army may stop implementation of this Agreement for such periods of
2 time necessary for U.S. EPA and ADEC to evaluate the situation and
3 determine whether the Army should proceed with implementation of
4 the Agreement or whether the work stoppage should be continued
5 until the danger is abated. The Army shall notify the other
6 Parties as soon as is possible, but not later than twenty-four (24)
7 hours after such stoppage of work, and provide U.S. EPA and ADEC
8 with documentation of its analysis in reaching this determination
9 within five (5) days of any such stoppage. If, after consultation
10 with ADEC, U.S. EPA disagrees with the Army determination, it may
11 require the Army to resume implementation of this Agreement.

12 18.3 If U.S. EPA concurs in the work stoppage by
13 the Army, or if U.S. EPA or ADEC require or order a work stoppage,
14 the Army's obligations shall be suspended and the time periods for
15 performance of that work, as well as the time period for any other
16 work dependent upon the work that was stopped, shall be extended,
17 pursuant to Part XXV of this Agreement. Any disagreements pursuant
18 to this Part shall be resolved through the dispute resolution
19 procedures in Part XXI of the Agreement by referral directly to the
20 DRC.

21 XIX. FIVE YEAR REVIEW

22 19.1 If a remedial action is selected that results
23 in any hazardous substances, pollutants, or contaminants remaining
24 at the Site, the Parties shall review such remedial action no less
25 often than each five (5) years after the initiation of such
26 remedial action to assure that human health and the environment are

1 being protected by the remedial action being implemented. The
2 U.S. EPA Project Manager and the ADEC Project Manager shall advise
3 the Army Project Manager of their findings in this regard. If any
4 Party determines that additional action is required, the Agreement
5 may be amended pursuant to Part XXXIII. If the Parties are unable
6 to agree on the need to amend this Agreement, dispute resolution
7 under Part XXI shall be available to any Party.

8 XX. CONSULTATION WITH U.S. EPA AND ADEC

9 A. Applicability

10 20.1 The provisions of this Part establish the
11 procedures that shall be used by the Parties to provide each other
12 with appropriate notice, review, comment, and response to comments
13 regarding RI/FS and RD/RA documents, specified herein as either
14 primary or secondary documents. In accordance with Section 120 of
15 CERCLA, 42 U.S.C. § 9620, and 10 U.S.C. § 2705, the Army will
16 normally be responsible for issuing primary and secondary documents
17 to U.S. EPA and ADEC. As of the effective date of this Agreement,
18 all draft and draft final documents for any deliverable document
19 identified herein shall be prepared, distributed, and subject to
20 dispute in accordance with Paragraphs 20.3 through 20.24.

21 20.2 The designation of a document as "draft" or
22 "final" is solely for purposes of consultation with U.S. EPA and
23 ADEC in accordance with this Part. Such designation does not
24 affect the obligation of the Parties to issue documents, which may
25 be referred to herein as "final," to the public for review and
26 comment as appropriate and as required by law.

1 B. General Process for RI/FS and RD/RA Documents

2 20.3 Primary documents include those documents that
3 are major, discrete portions of RI/FS or RD/RA activities. Primary
4 documents are initially issued by the Army in draft subject to
5 review and comment by U.S. EPA and ADEC. Following receipt of
6 comments on a particular draft primary document, the Army will
7 respond to the comments received and issue a draft final primary
8 document subject to dispute resolution. The draft final primary
9 document will become the final primary document either thirty (30)
10 days after the submittal of a draft final document if dispute
11 resolution is not invoked, unless otherwise agreed as provided in
12 Paragraph 20.18, or as modified by decision of the dispute
13 resolution process. U.S. EPA and ADEC shall, within the first
14 fifteen (15) days of this thirty (30) day period for finalization
15 of draft final primary documents, identify to the Army any issues
16 or comments in order to provide sufficient time for review,
17 discussion, and modification of draft final documents as necessary
18 to resolve potential disputes.

19 20.4 Secondary documents include those documents
20 that are discrete portions of the primary documents and are
21 typically input or feeder documents. Secondary documents are
22 issued by the Army in draft subject to review and comment by
23 U.S. EPA and ADEC. Although the Army will respond to comments
24 received, the draft secondary documents may be finalized in the
25 context of the corresponding primary documents. A secondary
26 document may be disputed only at the time the corresponding draft

1 final primary document is issued. However, RD/RA SOWs may be
2 disputed as if they were a primary document.

3 C. Primary Documents

4 20.5 The Army shall complete and transmit draft
5 documents for the following primary documents to U.S. EPA and ADEC
6 for review and comment in accordance with the provisions of this
7 Part:

- 8 (a) Community Relations Plan ("CRP")
- 9 (b) Preliminary Source Evaluation ("PSE") 2 Report
- 10 (c) RI/FS Management Plan, including Scope of Work,
11 Work Plan, Field Sampling Plan ("FSP"), Quality
12 Assurance Project Plan ("QAPP"), and Treatability
13 Study Work Plan (as needed)
- 14 (d) Remedial Investigation/Feasibility Study
15 ("RI/FS"), including RI, Baseline Risk Assessment,
16 FS
- 17 (e) Record of Decision ("ROD")
- 18 (f) Pre-Final (95%) Remedial Design ("RD")
- 19 (g) Remedial Action ("RA") Work Plan, as needed
- 20 (h) RA Report
- 21 (i) Operation & Maintenance ("O & M") Report, as
22 needed
- 23 (j) Close-Out Report, as needed

24 20.6 Only the draft final documents for the primary
25 documents identified above shall be subject to dispute resolution.
26 The Army shall complete and transmit draft primary documents in
27

1 accordance with the schedules and deadlines established pursuant to
2 Part XXIV of this Agreement. Primary documents may include
3 secondary document target dates as provided for in Paragraph 20.8.
4 The purpose of target dates is to assist the Army in meeting
5 deadlines, but target dates do not become enforceable by their
6 inclusion in the primary documents and are not subject to Parts
7 XXII, XXIII, XXIV, and/or XXV.

8 D. Secondary Documents

9 20.7 The Army shall complete and transmit draft
10 documents for the following secondary documents to U.S. EPA and
11 ADEC for review and comment in accordance with the provisions of
12 this Part:

- 13 (a) PSE 1 Report
- 14 (b) PSE 2 Work Plan
- 15 (c) Statement of Work
- 16 (d) Conceptual Site Model, and initial identification
17 of DQO's, ARARs, and TBCs
- 18 (e) Health and Safety Plan ("HSP")
- 19 (f) Treatability Study Report, as needed
- 20 (g) Proposed Plan
- 21 (h) 35% Remedial Design, as needed
- 22 (i) RD Work Plan
- 23 (j) Base-wide Studies (other than the CRP) and
24 Monitoring Documents
- 25 (k) Sampling and Data Results
- 26 (l) Additional secondary documents, as agreed.

1 20.8 U.S. EPA and ADEC will comment on the draft
2 documents for the secondary documents listed above. Such documents
3 shall not be subject to dispute resolution except as provided by
4 Paragraph 20.4. Target dates shall be established pursuant to Part
5 XXIV of this Agreement for the completion and transmission of draft
6 secondary documents.

7 E. Meetings of the Project Managers on Development of Documents

8 20.9 The Project Managers shall meet or confer at least
9 every thirty (30) days, except as otherwise agreed by the Parties,
10 to review and discuss the progress of work being performed at the
11 Site on the primary and secondary documents. Prior to preparing
12 any draft document specified in Paragraphs 20.5 and 20.7 above, the
13 Project Managers shall meet to discuss the document results in an
14 effort to reach a common understanding, to the maximum extent
15 practicable, with respect to the results to be presented in the
16 draft document. Prior to the development of either a Statement of
17 Work, Management Plan, or Sampling and Analysis Plan, the Project
18 Managers shall meet to develop a Scope of Work that will be used
19 when preparing a Sampling and Analysis Plan or Management Plan for
20 a remedial site inspection or investigation.

21 F. Identification and Determination of Potential ARARs

22 20.10 For those primary or secondary documents that
23 consist of or include ARAR determinations, prior to the issuance of
24 a draft document the Project Managers shall meet to identify and
25 propose, to the best of their ability, all potential ARARs
26 pertinent to the document being addressed. ADEC shall identify all

1 potential state ARARs as early in the remedial process as possible
2 consistent with the requirements of Section 121 of CERCLA,
3 42 U.S.C. § 9621, and the NCP. The Army shall consider any
4 official written interpretations of ARARs provided by ADEC. Draft
5 ARAR determinations shall be prepared by the Army in accordance
6 with Section 121(d)(2) of CERCLA, 42 U.S.C. § 9621(d)(2), the NCP,
7 and pertinent written national guidance issued by U.S. EPA and
8 ADEC, which is not inconsistent with CERCLA and the NCP.

9 20.11 In identifying potential ARARs, the Parties
10 recognize that actual ARARs can be identified only on a
11 source-specific basis and that ARARs depend on the specific
12 hazardous substances, pollutants, and contaminants at a source, the
13 particular actions proposed as a remedy, and the characteristics of
14 a source. The Parties recognize that ARAR identification is
15 necessarily an iterative process and that potential ARARs must be
16 re-examined throughout the RI/FS process until a ROD is issued.

17 G. Review and Comment on Draft Documents

18 20.12 The Army shall complete and transmit each draft
19 primary document to U.S. EPA and ADEC on or before the
20 corresponding deadline established for the issuance of the
21 document. The Army shall complete and transmit the draft secondary
22 document in accordance with the target dates established for the
23 issuance of such documents.

24 20.13 Unless the Parties mutually agree to another time
25 period, all draft documents shall be subject to a thirty (30) day
26 period for review and comment. Review of any document by U.S. EPA

1 or ADEC may concern all aspects of the document (including
2 completeness) and should include, but is not limited to, technical
3 evaluation of any aspect of the document, and consistency with
4 CERCLA, the NCP, applicable state laws, and any pertinent national
5 guidance or policy issued by U.S. EPA or ADEC. Comments by U.S.
6 EPA and ADEC shall be provided with adequate specificity so that
7 the Army may respond to the comments and, if appropriate, make
8 changes to the draft document. Comments shall refer to any
9 pertinent sources of authority or references upon which the
10 comments are based, and, upon request of the Army, U.S. EPA or ADEC
11 shall provide a copy of the cited authority or reference. In cases
12 involving complex or unusually lengthy reports, U.S. EPA or ADEC
13 may extend the thirty (30) day comment period for an additional
14 twenty (20) days by written notice to the Army prior to the end of
15 the thirty (30) day period. On or before the close of the comment
16 period, U.S. EPA and ADEC shall transmit by next day mail their
17 written comments to the Army.

18 20.14 Representatives of the Army shall make themselves
19 readily available to U.S. EPA and ADEC during the comment period
20 for purposes of informally responding to questions and comments on
21 draft documents. Oral comments made during such discussions need
22 not be the subject of a written response by the Army on the close
23 of the comment period.

24 20.15 In commenting on a draft document that contains a
25 proposed ARAR determination, U.S. EPA and ADEC shall include a
26 reasoned statement of whether they object to any portion of the
27

1 proposed ARAR determination. To the extent that U.S. EPA or ADEC
2 do object, they shall explain the basis for their objection in
3 detail and shall identify any ARARs that they believe were not
4 properly addressed in the proposed ARAR determination.

5 20.16 Following the close of the comment period for a
6 draft document, the Army shall give full consideration to all
7 written comments on the draft document submitted during the comment
8 period. Within thirty (30) days of the close of the comment period
9 on a draft secondary document, the Army shall transmit to U.S. EPA
10 and ADEC its written response to comments received within the
11 comment period. Within thirty (30) days of the close of the
12 comment period on a draft primary document, the Army shall transmit
13 to U.S. EPA and ADEC a draft final primary document that shall
14 include the Army's response to all written comments received within
15 the comment period. While the resulting draft final document shall
16 be the responsibility of the Army, it shall be the product of
17 consensus to the maximum extent possible.

18 20.17 The Army may extend the thirty (30) day period for
19 either responding to comments on a draft document or for issuing
20 the draft final primary document for an additional twenty (20) days
21 by providing notice to U.S. EPA and ADEC. In appropriate
22 circumstances, this time period may be further extended in
23 accordance with Part XXV.

24 H. Availability of Dispute Resolution for
25 Draft Final Primary Documents

26 20.18 Project Managers may agree to extend by fifteen
27 (15) days the period for finalization of the draft final primary

1 documents provided in Paragraph 20.3 for discussion and
2 modification of draft final primary documents as necessary to
3 resolve potential disputes.

4 20.19 Dispute resolution shall be available to the
5 Parties for draft final primary documents as set forth in
6 Part XXI.

7 20.20 When dispute resolution is invoked on a draft
8 final primary document, work may be stopped in accordance with the
9 procedures set forth in Part XXI (Dispute Resolution).

10 I. Finalization of Documents

11 20.21 The draft final primary document shall serve
12 as the final primary document if no Party invokes dispute
13 resolution regarding the document or, if invoked, at completion of
14 the dispute resolution process should the Army's position be
15 sustained. If the Army's determination is not sustained in the
16 dispute resolution process, the Army shall prepare, within not more
17 than thirty-five (35) days, a revision of the draft final document
18 that conforms to the results of dispute resolution. In appropriate
19 circumstances, the time period for this revision process may be
20 extended in accordance with Part XXV hereof.

21 J. Subsequent Modifications

22 20.22 Following finalization of any primary document
23 pursuant to Paragraph 20.21 above, any Party may seek to modify the
24 document, including seeking additional field work, pilot studies,
25 computer modeling, or other supporting technical work, only as
26 provided in Paragraphs 20.23 and 20.24.

1 20.23 A Party may seek to modify a document after
2 finalization if it determines, based on new information (i.e.,
3 information that became available, or conditions that became known,
4 after the document was finalized) that the requested modification
5 is necessary. A Party may seek such a modification by submitting
6 a concise written request to the Project Managers of the other
7 Parties. The request shall specify the nature of the requested
8 modification and how the request is based on new information.

9 20.24 In the event that a consensus among the
10 Parties is reached, the modification shall be incorporated by
11 reference and become fully enforceable under the Agreement. In the
12 event that a consensus is not reached by the Project Managers on
13 the need for a modification, any Party may invoke dispute
14 resolution as provided in Part XXI to determine if such
15 modification shall be made. Modification of a document shall be
16 required only upon a showing that: (1) the requested modification
17 is based on significant new information, and (2) the requested
18 modification could be of significant assistance in evaluating
19 effects on human health or the environment, in evaluating the
20 selection of remedial alternatives, or in protecting human health
21 or the environment.

22 20.25 Nothing in this Part shall alter U.S. EPA's or
23 ADEC's ability to request the performance of additional work that
24 was not contemplated by this Agreement. The Army's obligation to
25 perform such work must be established by either a modification of
26 a document or by amendment to this Agreement.

1 XXI. RESOLUTION OF DISPUTES

2 21.1 Except as specifically set forth elsewhere in
3 this Agreement, if a dispute arises under this Agreement, the
4 procedures of this Part shall apply. All Parties to this Agreement
5 shall use their best efforts to informally resolve disputes at the
6 Project Manager level. If the Project Managers cannot resolve the
7 issue, the Project Managers shall elevate the informal dispute to
8 their immediate supervisors through written notification to each
9 such supervisor no later than five (5) days before the thirty (30)
10 day time period specified in Paragraph 21.3 is set to expire. The
11 immediate supervisors shall have five (5) days from the date the
12 supervisors were notified in writing by the Project Managers to
13 resolve the informal dispute. If the dispute still cannot be
14 resolved informally, the following procedures of this Part shall be
15 implemented to resolve a dispute.

16 21.2 It is the intent of the Parties to this
17 Agreement that all formal disputes brought under this Part be
18 resolved by the DRC or the SEC. This Agreement provides that the
19 Army and ADEC may elevate a formal dispute to the Administrator of
20 U.S. EPA for final resolution. However, the Army and ADEC intend
21 that generally only those disputes which are determined to have
22 significant national policy implications will be so elevated.

23 21.3 Within thirty (30) days after: (1) the
24 issuance of a draft final primary document pursuant to this
25 Agreement, or (2) any action that leads to or generates a dispute,
26 the disputing Party shall submit to the Dispute Resolution

1 Committee ("DRC") a written statement of dispute setting forth the
2 nature of the dispute, the work affected by the dispute, the
3 disputing Party's position with respect to the dispute, and the
4 information the disputing Party is relying upon to support its
5 position.

6 21.4 Prior to any Party's issuance of a written
7 statement of dispute, the disputing Party shall engage the other
8 Parties in informal dispute resolution among the Project Managers
9 and/or their immediate supervisors. During this informal dispute
10 resolution period the Parties shall meet as many times as are
11 necessary to discuss and attempt resolution of the dispute.

12 21.5 The DRC will serve as a forum for resolution
13 of disputes for which agreement has not been reached through
14 informal dispute resolution. The Parties shall each designate one
15 individual and an alternate to serve on the DRC. The individuals
16 designated to serve on the DRC shall be employed at the policy
17 level (SES or equivalent) or be delegated the authority to
18 participate on the DRC for the purposes of dispute resolution under
19 this Agreement. The U.S. EPA representative on the DRC is the
20 Hazardous Waste Division Director ("Division Director") of
21 U.S. EPA's Region 10. The Army's designated member is the Garrison
22 Commander for Fort Richardson. ADEC's designated member is the
23 South Central Regional Administrator of ADEC. Written notice of
24 any delegation of authority from a Party's designated
25 representative on the DRC shall be provided to all other Parties.

1 21.6 Following elevation of a dispute to the DRC,
2 the DRC shall have twenty-one (21) days to unanimously resolve the
3 dispute and issue a written decision. The DRC members shall, as
4 appropriate, confer, meet, and exert their best efforts to resolve
5 the dispute and issue a written decision signed by all Parties. If
6 the DRC is unable to unanimously resolve the dispute within this
7 21-day period, the written statement of dispute shall be forwarded
8 by the disputing party to the Senior Executive Committee ("SEC")
9 for resolution within seven (7) days after the close of the twenty-
10 one (21) day resolution period.

11 21.7 The SEC will serve as the forum for resolution
12 of disputes for which agreement has not been reached by the DRC.
13 EPA's representative on the SEC is the Regional Administrator of
14 EPA Region 10. ADEC's representative on the SEC is the Division
15 Director of Spill, Prevention and Response. Army's representative
16 on the SEC is the Deputy Assistant Secretary of the Army
17 (Environment, Safety and Occupational Health). The SEC members
18 shall, as appropriate, confer, meet and exert their best efforts to
19 resolve the dispute.

20 21.8 Following elevation of a dispute to the SEC,
21 the SEC shall have twenty-one (21) days to unanimously resolve the
22 dispute and issue a written decision signed by all Parties. If the
23 SEC is unable to resolve the dispute within this 21-day period,
24 then the Regional Administrator of U.S. EPA shall issue a final
25 written position on the dispute within fourteen (14) days. The
26 time for issuing such a decision may be extended by EPA for an
27

1 additional seven (7) days upon notice to other Parties. This
2 authority cannot be delegated.

3 21.9 Within fourteen (14) days of receipt of the
4 EPA Region 10 Regional Administrator's final written position on
5 the dispute, the Army or ADEC may request that the Administrator of
6 EPA resolve the dispute. The request must be in writing, and must
7 identify the basis for the dispute by the Secretary of the Army or
8 the Commissioner of ADEC and whether the dispute has significant
9 national policy implications. If no such request is made within
10 the fourteen (14) day period, the Army and ADEC shall be deemed to
11 have agreed with the EPA Region 10 Regional Administrator's written
12 position. If such a request is made, the EPA Administrator will
13 review and resolve the dispute in accordance with applicable law
14 and regulations within twenty-one (21) days. Upon request and
15 prior to resolving the dispute, the Administrator shall meet and
16 confer with all the Parties to discuss the issues under dispute.
17 The Administrator shall provide five (5) days advance notice of
18 such a meeting to all Parties in order to afford the Parties the
19 opportunity to attend. Upon resolution, the Administrator shall
20 provide the Parties with a written final decision setting forth
21 resolution of the dispute. The duties of the EPA Administrator set
22 forth in this Part shall not be delegated.

23 21.10 The pendency of any dispute under this Part
24 shall not affect the Army's responsibility for timely performance
25 of the work required by this Agreement, except that the time period
26 for completion of work affected by such dispute shall be extended

1 for a period of time usually not to exceed the actual time taken to
2 resolve any good faith dispute in accordance with the procedures
3 specified herein. All elements of the work required by this
4 Agreement that are not affected by the dispute shall continue and
5 be completed in accordance with the applicable schedule.

6 21.11 When dispute resolution is in progress, work
7 affected by the dispute will immediately be discontinued if the
8 Hazardous Waste Division Director for U.S. EPA's Region 10 or the
9 Director of ADEC request, in writing, that work related to the
10 dispute be stopped because, in U.S. EPA's or ADEC's opinion, such
11 work is inadequate or defective, and such inadequacy or defect is
12 likely to yield an adverse effect on human health or the
13 environment, or is likely to have a substantial adverse effect on
14 the remedy selection or implementation process. To the extent
15 possible, U.S. EPA and ADEC shall consult with all Parties prior to
16 initiating a work stoppage request. After stoppage of work, if any
17 Party believes that the work stoppage is inappropriate or may have
18 potential significant adverse impacts, that Party may meet with the
19 other Parties to discuss the work stoppage. Following this
20 meeting, and further consideration of the issues, the U.S. EPA
21 Region 10 Hazardous Waste Division Director will issue, in writing,
22 a final decision with respect to the work stoppage. The final
23 written decision of the U.S. EPA Region 10 Hazardous Waste Division
24 Director may immediately be subjected to formal dispute resolution.
25 Such dispute may be brought directly to either the DRC or the SEC,
26 at the discretion of the Party requesting dispute resolution.

1 21.12 Within twenty-one (21) days of resolution of
2 a dispute pursuant to the procedures specified in this Part, the
3 Army shall incorporate the resolution and final determination into
4 the appropriate plan, schedule, or procedures and proceed to
5 implement this Agreement according to the amended plan, schedule,
6 or procedures.

7 21.13 Resolution of a dispute pursuant to this Part
8 of the Agreement constitutes a final resolution of that dispute
9 arising under this Agreement. All Parties shall abide by all terms
10 and conditions of any final resolution of dispute obtained pursuant
11 to this Part of this Agreement.

12 XXII. ENFORCEABILITY

13 22.1 The Parties agree that:

14 (a) Upon the effective date of this Agreement, any
15 standard, regulation, condition, requirement, or order which has
16 become effective under CERCLA and is incorporated into this
17 Agreement is enforceable by any person pursuant to Section 310 of
18 CERCLA, 42 U.S.C. § 9659, and any violation of such standard,
19 regulation, condition, requirement, or order will be subject to
20 civil penalties under Sections 109 and 310(c) of CERCLA, 42 U.S.C.
21 §§ 9609 and 9659(c);

22 (b) All deadlines associated with the RI/FS shall
23 be enforceable by any person pursuant to Section 310 of CERCLA,
24 42 U.S.C. § 9659, and any violation of such deadlines will be
25 subject to civil penalties under Sections 109 and 310(c) of CERCLA,
26 42 U.S.C. §§ 9609 and 9659(c);

1 (c) All terms and conditions of this Agreement
2 that relate to interim or final remedial actions, including
3 corresponding schedules and deadlines, and all work associated with
4 the interim or final remedial actions, shall be enforceable by any
5 person pursuant to Section 310(c) of CERCLA, 42 U.S.C. § 9659(c),
6 and any violation of such terms or conditions will be subject to
7 civil penalties under Sections 109 and 310(c) of CERCLA, 42 U.S.C.
8 §§ 9609 and 9659(c); and

9 (d) Any final resolution of a dispute pursuant to
10 Part XXI of this Agreement that establishes a term, condition,
11 schedule, or deadline shall be enforceable by any person pursuant
12 to Section 310(c) of CERCLA, 42 U.S.C. § 9659(c), and any violation
13 of such term, condition, schedule, or deadline will be subject to
14 civil penalties under Sections 109 and 310(c) of CERCLA, 42 U.S.C.
15 §§ 9609 and 9659(c).

16 22.2 The Parties agree that all Parties shall have
17 the right to enforce the terms of this Agreement.

18
19 XXIII. STIPULATED PENALTIES

20 23.1 In the event that the Army fails to submit a
21 primary document to U.S. EPA and ADEC pursuant to the appropriate
22 timetable or deadline in accordance with the requirements of this
23 Agreement, or fails to comply with a term or condition of this
24 Agreement that relates to an interim or final remedial action, U.S.
25 EPA may assess a stipulated penalty against the Army. A stipulated
26 penalty may be assessed in an amount not to exceed five thousand

1 dollars (\$5,000) for the first week (or part thereof), and ten
2 thousand dollars (\$10,000) for each additional week (or part
3 thereof) for which a failure set forth in this Paragraph occurs.

4 23.2 Upon determining that the Army has failed in
5 a manner set forth in Paragraph 23.1, U.S. EPA shall so notify the
6 Army in writing. If the failure in question is not already subject
7 to dispute resolution at the time such notice is received, the Army
8 shall have fifteen (15) days after receipt of the notice to invoke
9 dispute resolution on the question of whether the failure did, in
10 fact, occur. The Army shall not be liable for the stipulated
11 penalty assessed by U.S. EPA if the failure is determined, through
12 the dispute resolution process, not to have occurred. No
13 assessment of a stipulated penalty shall be final until the
14 conclusion of dispute resolution procedures related to the
15 assessment of the stipulated penalty.

16 23.3 The annual reports required by Section
17 120(e)(5) of CERCLA, 42 U.S.C. § 9620(e)(5), shall include, with
18 respect to each final assessment of a stipulated penalty against
19 the Army under this Agreement, each of the following:

- 20 a. The facility responsible for the failure;
- 21 b. A statement of the facts and circumstances
22 giving rise to the failure;
- 23 c. A statement of any administrative or other
24 corrective action taken at the relevant
 facility, or a statement of why such measures
 were determined inappropriate;
- 25 d. A statement of any additional action taken by
26 or at the facility to prevent recurrence of
 the same type of failure; and

1 e. The total dollar amount of the stipulated
2 penalty assessed for the particular failure.

3 23.4 Stipulated penalties assessed pursuant to this
4 Part shall be payable to the Hazardous Substances Response Trust
5 Fund only in the manner and to the extent expressly provided for in
6 Acts authorizing funds for, and appropriations to, the U.S.
7 Department of Defense.

8 23.5 In no event shall this Part give rise to a
9 stipulated penalty in excess of the amount set forth in Section 109
10 of CERCLA, 42 U.S.C. § 9609.

11 23.6 This Part shall not affect the Army's ability
12 to obtain an extension of a timetable, deadline, or schedule
13 pursuant to Part XXV of this Agreement.

14 23.7 Nothing in this Agreement shall be construed
15 to render any officer or employee of the Army personally liable for
16 the payment of any stipulated penalty assessed pursuant to this
17 Part.

18 XXIV. DEADLINES

19 24.1 Enforceable deadlines (subject to extension
20 pursuant to Parts XXV and XXXIII) for the draft primary documents
21 are established in Attachment I.

22 24.2 The Army will propose secondary document
23 target dates not otherwise established in Attachment I. Within
24 twenty-one (21) days of finalization of each ROD, the Army shall
25 submit an RD/RA SOW, which is a consensus document subject to
26 dispute but is not a primary document. The RD/RA SOW will include
27 proposed target dates for completion of the applicable draft

1 secondary documents and deadlines for completion of the following
2 draft primary documents:

3 (a) Remedial Design

4 (b) Remedial Action Work Plan

5 The Remedial Action Work Plan will establish additional primary and
6 secondary documents, deadlines, and/or target dates. If the
7 Parties agree on the proposed deadlines and/or target dates, the
8 finalized deadlines and/or target dates shall be incorporated into
9 the Agreement. If the Parties fail to agree within thirty (30)
10 days on the proposed deadlines and/or target dates, the matter
11 shall immediately be submitted for dispute resolution pursuant to
12 Part XXI of this Agreement. The deadlines shall be published
13 utilizing the procedures set forth in Paragraph 24.4.

14 24.3 The Army shall provide notification to
15 U.S. EPA and ADEC within thirty (30) days of identifying a new
16 potential source area. Unless the Parties agree on another
17 disposition, new source areas will be addressed under the last
18 scheduled OU as described in Attachment I.

19 24.4 The final deadlines established pursuant to
20 this Part shall be published by U.S. EPA, in conjunction with ADEC.

21 XXV. EXTENSIONS

22 25.1 Either a deadline or a schedule shall be
23 extended upon receipt of a timely request for extension and when
24 good cause exists for the requested extension. Any request for
25 extension by a Party shall be submitted in writing to the Project
26 Managers and shall specify:

- 1 a. The deadline or the schedule that is sought to be
2 extended;
- 3 b. The length of the extension sought;
- 4 c. The good cause(s) for the extension; and
- 5 d. Any related deadline or schedule that would be
6 affected if the extension were granted.

7 Good cause exists for an extension when sought in regard to:

- 8 a. An event of Force Majeure;
- 9 b. A delay caused by another Party's failure to meet
10 any requirement of this Agreement;
- 11 c. A delay caused by the good faith invocation of
12 dispute resolution or the initiation of judicial
13 action;
- 14 d. A delay caused, or that is likely to be caused, by
15 the grant of an extension in regard to another
16 deadline or schedule; and
- 17 e. Any other event or series of events mutually
18 agreed to by the Parties as constituting good
19 cause.

20 25.2 Absent agreement of the Parties with respect
21 to the existence of good cause, the requesting Party may seek and
22 obtain a determination through the dispute resolution process that
23 good cause exists.

24 25.3 Within fourteen (14) days of receipt of a
25 request for an extension of a deadline or a schedule, the other
26 Parties shall advise the requesting Party, in writing, of their
27 respective positions on the request. Any failure by the other
28 Parties to respond within fourteen (14) days shall be deemed to
constitute concurrence in the request for extension. If any Party
does not concur in the requested extension, it shall include in its

1 statement of nonconcurrency an explanation of the basis for its
2 position.

3 25.4 If there is consensus among the Parties that
4 the requested extension is warranted, the deadline or schedule
5 affected shall be extended accordingly. If there is no consensus
6 among the Parties as to whether all or part of the requested
7 extension is warranted, the deadline or schedule shall not be
8 extended except in accordance with a determination resulting from
9 the dispute resolution process.

10 25.5 Within seven (7) days of receipt of a
11 statement of nonconcurrency with the requested extension, the
12 requesting Party may invoke dispute resolution.

13 25.6 A timely and good faith request for an
14 extension shall toll any assessment of stipulated penalties or
15 application for judicial enforcement of the affected deadline or
16 schedule until a decision is reached on whether the requested
17 extension will be approved. If the Army invokes dispute resolution
18 and the requested extension is denied, stipulated penalties may be
19 assessed and may accrue from the date of the original deadline or
20 the date EPA or ADEC denied, in writing, the Army's requested
21 extension, whichever is later. Following the grant of an
22 extension, an assessment of stipulated penalties or an application
23 for judicial enforcement may be sought only to compel compliance
24 with the deadline or schedule as most recently extended.

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1 XXVI. FORCE MAJEURE

2 26.1 A Force Majeure shall mean any event arising
3 from causes beyond the control of a Party that causes a delay in or
4 prevents the performance of any obligation under this Agreement,
5 including, but not limited to, acts of God; fire; war;
6 insurrection; civil disturbance; explosion; unanticipated breakage
7 or accident to machinery, equipment, or lines of pipe despite
8 reasonably diligent maintenance; adverse weather conditions that
9 could not be reasonably anticipated; unusual delay in
10 transportation; restraint by court order or order of public
11 authority; inability to obtain, at a reasonable cost and after
12 exercise of reasonable diligence, any necessary authorizations,
13 approvals, permits, or licenses due to action or inaction of any
14 governmental agency or authority other than the Army; delays caused
15 by compliance with applicable statutes or regulations governing
16 contracting, procurement, or acquisition procedures, despite the
17 exercise of reasonable diligence; and insufficient availability of
18 appropriated funds, if the Army shall have made timely request for
19 such funds as part of the budgetary process as set forth in Part
20 XXVII of this Agreement. A Force Majeure shall also include any
21 strike or other labor dispute, whether or not within the control of
22 the Parties affected thereby. Force Majeure shall not include
23 increased costs or expenses of response actions, whether or not
24 anticipated at the time such response actions were initiated.

1 XXVII. FUNDING

2 27.1 It is the expectation of the Parties to this
3 Agreement that all obligations of the Army arising under this
4 Agreement will be fully funded. The Army agrees to seek sufficient
5 funding through the U.S. Department of Defense budgetary process to
6 fulfill its obligations under this Agreement.

7 27.2 In accordance with Section 120(e)(5)(B) of
8 CERCLA, 42 U.S.C. § 9620(e)(5)(B), the Army shall include in its
9 annual report to Congress the specific cost estimates and budgetary
10 proposals associated with the implementation of this Agreement.

11 27.3 Funds authorized and appropriated annually by
12 Congress under the "Environmental Restoration, Defense"
13 appropriation in the U.S. Department of Defense Appropriation Act
14 and allocated by the Deputy Assistant Secretary of Defense
15 (Environment) to the Army will be the source of funds for
16 appropriate activities required by this Agreement consistent with
17 Section 211 of SARA, 10 U.S.C. Chapter 160. However, should the
18 Environmental Restoration, Defense appropriation be inadequate in
19 any year to meet the total Army CERCLA implementation requirements,
20 the U.S. Department of Defense shall employ and the Army shall
21 follow a standardized U.S. Department of Defense prioritization
22 process that allocates that year's appropriations in a manner that
23 maximizes the protection of human health and the environment. A
24 standardized U.S. Department of Defense prioritization model shall
25 be developed and utilized with the assistance of U.S. EPA and the
26 states.

1 27.4 Any requirement for the payment or obligation
2 of funds, including stipulated penalties, by the Army established
3 by the terms of this Agreement shall be subject to the availability
4 of appropriated funds, and no provision herein shall be interpreted
5 to require obligation or payment of funds in violation of the
6 Anti-Deficiency Act, 31 U.S.C. § 1341. In cases where payment or
7 obligation of funds, including stipulated penalties, would
8 constitute a violation of the Anti-Deficiency Act, the dates
9 established requiring the payment or obligation of such funds shall
10 be appropriately adjusted.

11 27.5 If appropriated funds are not available to
12 fulfill the Army's obligations under this Agreement, U.S. EPA and
13 ADEC reserve the right to initiate an action against any other
14 person or to take any response action that would be appropriate
15 absent this Agreement.

16 27.6 The Project Manager for the Army shall consult
17 with the Project Managers from ADEC and U.S. EPA before the Army
18 submits its budget estimates for fiscal year 1995 and beyond. The
19 Project Managers for the Parties shall consult and assist the Army
20 in development of the scoping process and the cost estimates,
21 including the development of the assumptions that are part of the
22 cost estimates, for completion of the tasks under this Agreement.
23 As part of this consultation process, the Army's Project Manager
24 shall submit the assumptions proposed to be used by the Army to the
25 Project Managers for U.S. EPA and ADEC. The Project Managers for
26 the Parties shall then discuss and concur in writing regarding the

1 assumptions and cost estimates to be used by the Army in developing
2 its budget estimates for fiscal year 1995 and beyond. The budget
3 documents prepared by the Army shall clearly establish that the
4 Army has requested all necessary funds to carry out its obligations
5 under this Agreement for the applicable budget year and shall
6 include information similar to that contained in the Army's
7 Expanded Exhibit 2 Report identified in the 1383 Data Base
8 Management (Version 2). The Army shall honor all reasonable
9 requests by U.S. EPA or ADEC to review documentation or information
10 regarding the budget, which relate to this Agreement. All budget
11 documents related to this Agreement shall be retained and shall,
12 upon request, be provided to U.S. EPA and/or ADEC in the event of
13 an extension request, Force Majeure, or other event based on a
14 funding limitation.

15 XXVIII. RECOVERY OF EXPENSES

16 28.1 The Army and U.S. EPA agree to amend this Part
17 at a later date in accordance with any subsequent national
18 resolution of the currently contested issue of cost reimbursement.

19 28.2 The Army and ADEC agree to use the
20 Defense/State Memorandum of Agreement signed on June 1, 1990, for
21 the reimbursement of services provided in direct support of the
22 Army environmental restoration activities at the Site pursuant to
23 this Agreement.

24 XXIX. OTHER CLAIMS

25 29.1 Nothing in this Agreement shall constitute or
26 be construed as a bar or release from any claim, cause of action,

1 or demand in law or equity by or against any persons, firm,
2 partnership, or corporation not a signatory to this Agreement for
3 any liability it may have arising out of or relating in any way to
4 this Agreement or the generation, storage, treatment, handling,
5 transportation, release, or disposal of any hazardous substances,
6 hazardous wastes, hazardous constituents, pollutants, or
7 contaminants found at, taken to, or taken from the Site.

8 29.2 U.S. EPA and ADEC shall not be held as a Party
9 to any contract entered into by the Army to implement the
10 requirements of this Agreement.

11 29.3 The Army shall notify the appropriate federal
12 and state natural resource trustees as required by Section
13 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2), and Section 2(e)(2) of
14 Executive Order 12580. Except as provided herein, the Army is not
15 released from the liability that it may have pursuant to any
16 provisions of state and federal law for any claim for damages or
17 liability for destruction of, or loss of, natural resources.

18 29.4 This Agreement shall not restrict U.S. EPA
19 and/or ADEC from taking any legal or response action for any matter
20 not covered by this Agreement.

21 XXX. OTHER APPLICABLE LAWS

22 30.1 All actions required to be taken pursuant to
23 this Agreement shall be undertaken in accordance with the
24 requirements of all applicable state and federal laws and
25 regulations unless an exemption from such requirements is provided
26 in this Agreement, CERCLA, or the NCP.

1 XXXI. CONFIDENTIAL INFORMATION

2 31.1 The Army may assert on its own behalf, or on
3 behalf of a contractor, subcontractor, or consultant, a
4 confidentiality claim covering all or part of the information
5 requested by any Party to this Agreement pursuant to Section 104 of
6 CERCLA, 42 U.S.C. § 9604(e), and 32 CFR Part 806. Analytical data
7 shall not be claimed as confidential by the Army, unless it may
8 disclose information that has already been so classified for
9 reasons of national security. Information determined to be
10 confidential by the Army pursuant to 32 CFR Part 806 shall be
11 afforded the protection specified therein and such information
12 shall be treated by ADEC as confidential. If no claim of
13 confidentiality accompanies the information when it is submitted to
14 either regulatory agency, the information may be made available to
15 the public without further notice to the Army.

16 XXXII. TRANSFER OF PROPERTY

17 32.1 Conveyance of title, easement, or other
18 interest in the Site to other agencies of the United States, to
19 private parties, and to state and local governments, shall be in
20 accordance with Section 120 of CERCLA, 42 U.S.C. § 9620, as
21 amended, and applicable U.S. EPA and Department of Defense guidance
22 and policy. Army shall notify U.S. EPA and ADEC of any such
23 conveyance at least ninety (90) days prior to such conveyance.

24 XXXIII. MODIFICATION/AMENDMENT OF AGREEMENT

25 33.1 Modifications, extensions, and/or actions
26 taken pursuant to Parts IX (Project Managers), XI (Sampling and
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1 Data/Document Availability), XII (Quality Assurance), XIII
2 (Reporting), XX (Consultation with U.S. EPA and ADEC), XXIV
3 (Deadlines), and XXV (Extensions) may be effected by the unanimous
4 written agreement of the Project Managers for U.S. EPA, ADEC, and
5 the Army.

6 33.2 Modifications or amendments not permitted by
7 Paragraph 33.1 may be effected only by the unanimous agreement of
8 the signatories or upon completion of Dispute Resolution, as
9 applicable.

10 33.3 Any modification or amendment shall be reduced
11 to writing; shall be effective as of the date it is signed by all
12 the Project Managers for U.S. EPA, ADEC, and the Army, or by the
13 signatories, as applicable; and shall be incorporated into, and
14 modify, this Agreement.

15 XXXIV. SEVERABILITY

16 34.1 If any provision of this Agreement is ruled
17 invalid, illegal, or unconstitutional, the remainder of the
18 Agreement shall not be affected by such ruling, unless the dispute
19 resolution process determines that the severed provision materially
20 impacts upon another provision.

21 XXXV. TERMINATION AND SATISFACTION

22 35.1 The provisions of this Agreement shall be
23 deemed satisfied when the Parties unanimously agree that the Army
24 has completed its obligations under the terms of this Agreement.
25 Any Party may propose in writing the termination of this Agreement
26 upon a showing that the requirements of this Agreement have been

1 satisfied. A Party opposing termination of this Agreement shall
2 serve its objection upon the other Parties within thirty (30) days
3 of receipt of the proposal. Any objection shall describe in detail
4 the additional work needed to satisfy the requirements of the
5 Agreement. Any Party may invoke dispute resolution as to the
6 request for or objection to a proposal to terminate.

7 XXXVI. RESERVATION OF RIGHTS

8 36.1 The Parties agree to exhaust their rights
9 under Parts XX and XXI prior to exercising any rights to judicial
10 review that they may have.

11 36.2 Nothing in this Agreement shall be construed
12 as a restriction or waiver of any rights that U.S. EPA or ADEC may
13 have under CERCLA, including, but not limited to, any rights under
14 Section 113 and 310 of CERCLA, 42 U.S.C. §§ 9613 and 9659. The
15 U.S. Department of Defense does not waive any rights it may have
16 under CERCLA Sections 120 and 121(f)(3)(C), 42 U.S.C. §§ 9620 and
17 9621(f)(3)(C); Section 211 of SARA, 10 U.S.C. Chapter 160; and
18 Executive Order 12580.

19 36.3 ADEC reserves its right to maintain an action
20 under Section 121(f)(3)(B) of CERCLA, 42 U.S.C. § 9621(f)(3)(B), to
21 challenge the selection of a remedial action that does not attain
22 a legally applicable or relevant and appropriate standard,
23 requirement, criteria, or limitation ("ARAR"). If ADEC exercises
24 its right under Section 121(f)(3)(B) of CERCLA, 42 U.S.C.
25 § 9621(f)(3)(B), ADEC shall withdraw from this Agreement within
26 sixty (60) days following the effective date of the ROD. If ADEC

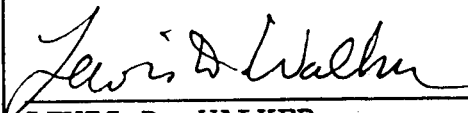
1 exercises its right to withdraw from this Agreement, the Army
2 expressly reserves any jurisdictional claim or defense that it may
3 have in regard to any legal right or remedies pursued by ADEC.

4 36.4 Nothing in this Agreement shall be construed
5 as authorizing any person to seek judicial review of any action or
6 work where review is barred by any provision of CERCLA, including
7 Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

8
9 XXXVII. EFFECTIVE DATE

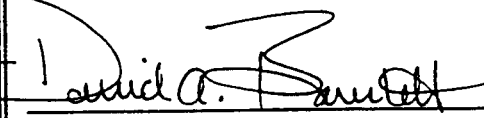
10 37.1 This Agreement is effective upon signature by
11 all the Parties to this Agreement.

1 Signature sheet for the foregoing Federal Facility
2 Agreement for Fort Richardson, among the U.S. Environmental
3 Protection Agency, the U.S. Department of Defense, and the Alaska
4 Department of Environmental Conservation.
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9/28/94
Date

10 LEWIS D. WALKER
11 Assistant Secretary of the Army
(Environment, Safety & Occupational Health)
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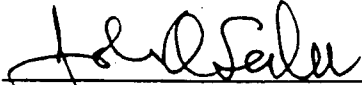
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28 June 94
Date

15 DAVID A. BRAMLETT
16 Commanding General
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24 REPRESENTED BY:
25 Tamela J. Tobia, Esq.
26

1 Signature sheet for the foregoing Federal Facility
2 Agreement for Fort Richardson, among the U.S. Environmental
3 Protection Agency, the U.S. Department of Defense, and the Alaska
4 Department of Environmental Conservation.

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8 JOHN A. SANDOR
Commissioner
9 Alaska Department of Environmental Conservation
State of Alaska

11/12/94
Date

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13 BRUCE M. BOTELHO
Attorney General
14 State of Alaska

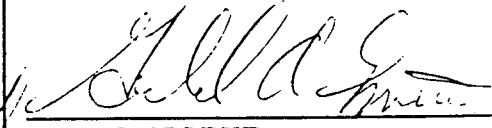
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24 REPRESENTED BY:

25 Breck C. Tostevin, Esq.
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Signature sheet for the foregoing Federal Facility Agreement for Fort Richardson, among the U.S. Environmental Protection Agency, the U.S. Department of Defense, and the Alaska Department of Environmental Conservation.



12/5/94
Date

CHUCK CLARKE
Regional Administrator
United States Environmental Protection Agency
Region 10

REPRESENTED BY:

Dean B. Ingemansen, Esq.

ATTACHMENT 1

FORT RICHARDSON, ALASKA
U. S. ARMY
FEDERAL FACILITY AGREEMENT SCOPE OF WORK

1.0 Introduction

The purpose of Attachment 1 is to set forth the elements of work required to be performed in responding to hazardous substance/waste releases, or the threat of such releases, at or from source areas at the U.S. Army's Fort Richardson (referred to collectively here as the Fort) which pose an actual or potential threat to human health or the environment. This document provides the site management approach to implement the remedial response process under the Federal Facility Agreement (the Agreement) entered into by the Army, the State of Alaska Department of Environmental Conservation (ADEC), and the U.S. Environmental Protection Agency (US EPA). The source areas at Fort Richardson have been divided into 4 manageable operable units (OUs). A critical path schedule has been developed for performing the general remedial activities at each OU, and an optimal sequence has been established for addressing each OU. The OUs at Fort Richardson have been divided into three categories of remedial activities:

- Remedial Investigation/Feasibility Study (RI/FS) OUs
- Interim Remedial Action (IRA) OUs
- Preliminary Source Evaluation (PSE) OUs

All response activities performed by Fort Richardson shall be consistent with the Agreement. Figure 1 represents work schedules for completion of the decision process for each identified OU and was developed by the three parties during the Agreement negotiations. The figure depicts starting, interim and completion dates for each OU, and will be updated periodically. Primary document deadlines are enforceable and are contained in Figure 2 of this Attachment.

There are certain source areas (RCRA "units") at Fort Richardson identified in the March 29, 1991 FFCA between EPA and the Army (hereinafter "1991 FFCA") that are subject to RCRA requirements including, but not limited to, interim status closure requirements found at 40 CFR Part 265. The Army, EPA and the State agree that corrective action at the following units which were identified in the 1991 FFCA as subject to RCRA closure requirements will be addressed through CERCLA response actions at operable units ("OUs") under the terms and schedules specified in the FFA: under OU-A: Building 986; OU-C; OB/OD; OU-D: Buildings 700, 704, 35-752, 955, and Circle Road:

The following units will be addressed through a two-party agreement between the State of Alaska and the Army, and when the investigation is complete, they shall be incorporated into the response actions scheduled for either the next available OU or OU-D: Buildings 755 and 45-590.

RCRA requirements at these units shall be addressed through the CERCLA ARARs process specified in the FFA. RCRA public notice and public participation requirements for closure at these units shall be addressed during the CERCLA public notice process specified in the FFA and this Attachment at the time of issuance of the Proposed Plan for that particular OU.

In addition, if a "no-action" decision is made under the FFA and CERCLA for an operable unit which includes units subject to RCRA closure requirements, such units shall remain subject to RCRA closure and post-closure care requirements. The Region 10 RCRA program shall make a final determination whether further closure work under RCRA is necessary with respect to such units.

2.0 Source Area Grouping into Operable Units

125 potential source areas have been identified at Fort Richardson in previous studies, and are listed in Table 1. No further remedial action was selected for 79 of these areas. The basis for these decisions will be contained in the Fort Richardson Administrative Record. The remaining source areas were either placed directly into one of the OU categories, or have been designated for parallel-track actions pursuant to a Two Party Agreement with the Army and ADEC (see section 3.5). The criteria used to group these sources into particular OUs include:

- Availability and sufficiency of previously collected data to support remedy selection
- Similarities of source areas and contaminants
- Complexity and size of source areas
- Affected media, potential for migration, exposure pathways and receptors

Levels of investigation for each source (PSE or RI/FS) per Operable Unit are set out below:

- **Preliminary Source Evaluation**

Motorpools/Maintenance facilities
Storm drain outfalls to Ship Creek
Landfill Fire Training Area
Grease Pit #1
Grease Pit #2
Poleline Road Disposal Area
Bldg. 700-transformer storage area
Bldg. 704
Bldg. 726-laundry
Bldg. 35-752-antenna bldg.
Bldg. 796 acid disposal area
Bldg. 955
Circle Rd. Drum site
Dust palliative

- **Remedial Investigation/Feasibility Study (RI/FS)**

Roosevelt Road PCB site
Ruff Road Fire Training Area
Bldg. 986-POL lab.
Eagle River Flats Impact Area
OB/OD Area, Eagle River Flats

- **Interim Remedial Action (IRA)**

Any appropriate sources may be selected for an IRA. In particular, upon completion of a PSE for OU D the parties will evaluate whether any sources should be addressed by an IRA in accordance with section 3.2 of this Attachment (and applicable provisions of the NCP). An example of a current IRA candidate that will be evaluated by the Project Managers;

- Eagle River Flats

3.0 Description of Remedial Activities leading to ROD

The purpose of remedial activities that lead to a Record of Decision (ROD) is to gather sufficient information to characterize the potential nature and extent of any possible contamination. Depending on the information available these activities may consist of remedial investigations/feasibility studies, preliminary source evaluations, and/or other activities (Figure 3).

3.1 Remedial Investigation/Feasibility Study

The purpose of the remedial investigation/feasibility study (RI/FS) is to investigate the nature and extent of contamination at the Fort Richardson site and to develop and evaluate remedial alternatives, as appropriate. Four RI/FSs are currently planned for Fort Richardson.

The specific RI/FS activities to be conducted during each RI/FS at Fort Richardson are segregated as follows:

- OU specific project planning (e.g., development of a Conceptual Site Model; identification of Data Quality Objectives; integration of proposed activities for the OU with those proposed, or on-going, base-wide and at other OUs)
- revision (if necessary) of the Base-wide Community Relations Plan
- OU specific field investigations
- OU specific sample analysis/validation
- OU specific data evaluation
- OU specific human health risk and ecological assessment.

The OU-specific ecological risk screening assessment will involve an ecological characterization of the source and identify significant ecological exposure pathways. Data gaps identified from OU specific ecological characterization screening studies will be addressed in the last scheduled OU RI/FS to maximize economy of resource utilization. The cumulative effects of specific source area contaminations will also be assessed in the last OU RI/FS.

- OU specific treatability studies
- OU specific RI Report, including Baseline Risk Assessment
- OU specific Remedial Alternatives Development and Screening
- OU specific Detailed Analysis of Alternatives
- OU specific RI/FS Report

To the maximum extent practicable, components of Field Sampling Plans (FSPs), Quality Assurance Project Plans (QAPjPs), Work Plans, and Health and Safety Plans (HSPs) approved under an earlier OU submission will be utilized in subsequent submissions to expedite the review process and achieve consistency in the overall remedial action approach.

3.1.1 Eagle River Flats Operable Unit

Due to the complex nature of the contaminant at Eagle River Flats (ERF), preliminary field investigations, technological evaluation and screening activities are ongoing functions that will occur prior to the start of the RI/FS process. The project managers will scope, evaluate, and plan yearly activities. Based on the results of the yearly activities, the project managers may initiate removal or interim remedial actions or begin RI/FS activities as agreed upon.

For the ERF OU, a biological technical assistance group (BTAG) will be created. This group shall consist of representatives from the Federal, State, and local governments who possess technical expertise pertaining to the biological and ecological issues posed by the contamination at ERF. The ERF BTAG will replace the former ERF Task Force upon the signing of the proposed ERF BTAG charter. The ERF BTAG is an independent group of environmental agencies interested in the investigation and remediation of the Eagle River Flats area. The BTAG is separate and apart from the Technical Review Committee, described further in Part VIII(H) of the Fort Richardson Federal Facility Agreement.

The purpose of this group is to afford the governmental agencies a forum in which to share information and review progress regarding the RI/FS and RD/RA process at Eagle River Flats, and other matters of interest that may arise in conjunction with the remediation of the ERF Operable Unit.

3.2 Interim Remedial Actions

The purpose of the interim remedial actions (IRA-OUs) at Fort Richardson is to achieve early action using remedial authority at those sources which meet the IRA general principles discussed in the NCP. If at any time the information submitted to support the IRA is found to be equivalent to that obtained during an RI/FS and the OU is separable, then the IRA may be upgraded to an early final action.

The Preamble of the NCP, 55 Fed. Reg. 8703-8706 (March 8, 1990), states that to implement an early action under remedial

authority, an operable unit for which an interim remedial action is appropriate should be identified. IRA decisions are intended for straightforward sites that are limited in scope. Data sufficient to support the action decision is extracted from the ongoing RI/FS or from previous studies and an appropriate set of alternatives is evaluated. Few alternatives, and in some cases only one alternative, should be developed for interim remedial actions. A completed baseline risk assessment generally will not be available or necessary to justify such an action. Qualitative risk information should be organized that demonstrates that the action is necessary to stabilize the site, prevent further degradation, or achieve significant risk reduction quickly. Supporting data, including risk information and the alternatives analysis, can be documented in a focused feasibility study. However, in cases where the relevant data can be summarized briefly and the alternatives are few and straightforward, it may be adequate and more appropriate to document the supporting information in the proposed plan.

3.3 Preliminary Source Evaluations

Preliminary Source Evaluations (PSEs) will be conducted at several source areas to identify whether or not these source areas pose an unacceptable potential risk to public health or the environment. The scope of the PSE is intended to be significantly less than that of an RI/FS.

PSE are primarily intended as screening tools to summarize and evaluate existing information. These evaluations may require data gathering efforts which require focused, but limited, field investigations. This information is used to determine qualitative risk.

Prior to performing a PSE, project managers will meet to scope and identify the pathways from suspected sources of contamination to potential receptors. Based on this scoping, a workplan will then be generated and submitted which establishes appropriate Data Quality Objectives (DQOs), and includes a field sampling plan (FSP) and QAPjP, as needed.

At completion of the PSE, a PSE report containing the findings of the investigation/evaluation shall be submitted to the agencies for review and comment. The Project Managers shall then determine, based on the information presented, the disposition of each of the identified sources, and particularly, which specific source areas (if any) in each OU require follow up action. The decision will be reflected in the administrative record.

There are three management options for sources reviewed in a PSE processes: a) No Further Action (NFA), in terms of planning for FFA remediations (such a decision would not prohibit future activity undertaken pursuant to State authority); b) inclusion in an RI/FS; or, c) recommendation for IRA.

If agreement cannot be reached on source disposition for areas which have undergone the PSE process, those areas will be included in an RI/FS and made subject to dispute resolution. In such an event the rationale leading to the decision shall be documented in the administrative record.

3.4 Base-wide Studies and Other Documents

Base-wide studies/investigations (e.g., for background sampling), or monitoring (e.g., for groundwater monitoring), not specific to particular OUs but necessary for implementation of the Agreement, will be proposed in separate Plans which will include any necessary FSPs and QAPjPs. The Project Managers will determine scheduling for these Plans, and for the follow-up Reports. Both the Plans and Reports shall be secondary documents.

Documents not specified as primary or secondary documents in the Agreement, but that serve to further facilitate the implementation of the remedial process, may be submitted to US EPA and ADEC as interim reports and technical memoranda for review, comment, and/or discussion, upon agreement of all Project Managers. These documents are typically input (or feeder) documents -- such as data interpretation -- to the primary or secondary documents.

3.5 Parallel Track Activity

Certain potential source areas at Fort Richardson, identified in Table 1, will be addressed pursuant to a companion agreement entered into by the Army and the State of Alaska. Generally, these areas are underground storage tanks and other source areas where there are suspected or known releases of petroleum, oil, and/or lubricants (POL).

By a date established by the Project Managers, and at least ninety (90) days prior to submittal of the last OU RI/FS Management Plan, the Army shall provide a report summarizing the status of all source areas listed in Table 1 which have not previously been addressed in a ROD as well as any other source areas discovered during the investigation. Included within this group of source areas will be those areas addressed in the companion agreement (which have not been addressed in earlier RODs). The Project Managers shall review the report, determine

what actions remain to be completed, (e.g. no further action, incorporate into a RI/FS, or continue with the two party action), and decide how best to implement those actions. The Army shall incorporate the Project Managers' decision into the last OU draft RI/FS Management Plan which as a primary document will be subject to dispute resolution (per Part XXI of the Agreement).

3.6 Quarterly Reports

Quarterly reports will be prepared by the Army to describe the technical progress at the Fort Richardson site. Quarterly reports will be submitted to U.S. EPA and ADEC as specified in the Agreement.

3.7 Recommended Training and Qualifications

To effectively and efficiently implement Attachment 1 activities, appropriate training and qualifications for all Parties' Project Managers are necessary. While the following list of training and qualifications is not required or subject to review and approval by any Party, it is recommended that all Project Managers have expertise or obtain training on a timely basis in the following subject areas:

- implementation of the terms and obligations under the Agreement and Attachment 1
- project management (using CPM)
- CERCLA, NCP, and RCRA (including relevant guidance), as they pertain to the Ft. Richardson FFA and Attachment 1
- Superfund remedial investigation and study procedures
- Superfund remedial design/action process
- available remedial action technologies
- OSHA Hazardous Waste Operations (29 CFR 1910.120)
- human health and ecological risk assessment
- public participation

3.8 Decision Process

The decision process leading to the Record of Decision (ROD) is initiated when there is adequate information to select an interim or final remedy for an OU, as determined by the project managers.

Records of Decision will be signed by the following persons: EPA Regional Administrator or his/her designee, ADEC Southcentral Regional Administrator, and the appropriate Army designee. All Proposed Plans and Record of Decisions, public review and comment periods, responsiveness summaries, and other mechanics of the decision process shall follow the NCP, US EPA guidance, and the Fort Richardson Community Relations Plan.

4.0 Description of Post-ROD Remedial Activities

The decision process for each OU ends when the ROD is signed. If the ROD requires remedial action, a Remedial Design (RD) and Remedial Action (RA) Scope of Work (SOW) shall be developed after ROD signature to define schedules for successfully pursuing and completing the design and implementation of the remedy (Fig. 4).

4.1 RD/RA Scoping

Within 21 days of issuance of each OU ROD the Army shall submit to ADEC and US EPA target dates and deadlines for completion of post-ROD documents in an RD/RA SOW. The RD/RA SOW shall establish the overall strategy for managing post-ROD activity, and shall propose a time-optimal way of phasing necessary elements of the remedial design along with the preliminary strategy for conducting the remedial action. At a minimum, this RD/RA SOW shall include:

- a description of each phase, or work element, of the design (including the intended scope of each phase), and the rationale supporting the break-out; in addition, for each RD work element:
 - o a description of the design criteria and assumptions in terms of the technical requirements and performance standards contained in the ROD;
 - o the "critical path" schedule for completion of the design (with identification of necessary secondary document deliverables);
 - o a presentation of the assumptions regarding funding availability, design contractor limitations, and resource needs that have been used to establish the proposed schedules, and will be used in preparing the design;
 - o a description of treatability studies &/or additional field data collection necessary to be

conducted either prior to, or concurrent with, the design; and

- o a description of how projected short term risks associated with implementation of the work element will be assessed.
- the recommended overall RD/RA "critical path" enforceable schedule (through RA work element commencement). The schedule should include a description of the dependency of each RD work element and identification of primary document deliverables;
- anticipated overall post-ROD funding needs (for contractors, e.g.) to complete the remedial design, and funding availability;
- a proposed working schedule for completion of RD activities, and proposals to expedite those activities;
- an outline of suggested modifications to the Community Relations Plan &/or elements of the Plan which will be implemented during RD;
- identification of those secondary documents which are associated with the RD phase (e.g., 35% Design), and target submittal dates; and,
- a description of issues which require resolution or further analysis.

To streamline the RD/RA process, the RD/RA SOW is not defined as a primary document. The Project managers, however, will have 30 days after submittal to invoke dispute resolution (pursuant to Part XXI of the Agreement) regarding its content.

4.2 RD Process

If necessary, the RD/RA SOW will call for the submittal of a 35% Design. The 35% Design will be a secondary document and will be developed to include:

- a description of the scope of all preliminary and/or draft design documents
- a description of documents required for other elements of the design (e.g., Operation and Maintenance (O&M) Plan, Site Health and Safety (H&S) Plan, Quality

Assurance Project Plan (QAPjP)), and schedules for their preparation

- cost estimation for RD
- requirements for correlations between plans and specifications
- identification of substantive permit requirements
- design approval procedures and requirements

Usually, one secondary design document -- the 35% (or, preliminary) Design -- shall be submitted during the RD process. The 35% Design shall include plans and specifications which have been identified in the RD/RA as crucial to an efficacious preliminary review.

A Pre-final Design (95% Design) shall include all aspects of the design, and shall be considered representative of approximately 95% design completion. Resolution of comments on the Pre-final Design, and preparation of reproducible drawings and specifications ready for RD procurement, will constitute the final 5% of the RD (to be submitted in the form of a Draft Final RD). The RD shall include:

- plans/specifications for RA (including design analysis and construction drawings/specifications)
- cost estimation for RA
- appropriate plans (e.g., O&M Plan, QAPjP, Site H&S Plan)
- results of additional required studies, if any
- a summary of ARARs and remediation goals/standards identified in the ROD, and a description of how the RD meets these requirements

4.3 RA Process

The RA Workplan shall incorporate, by reference, pertinent aspects of the Pre-final Design (and/or the RD/RA SOW). In addition, the RA Workplan shall:

- specify all relevant changes (i.e., those changes which will impact RA) between the Pre-final Design and the final RD

- update (and expand upon) the RD/RA "critical path" schedule
- update (and expand upon) the RA cost estimation
- identify all additional RA secondary documents, as necessary

A Prefinal Inspection shall be conducted by the Project Managers, as needed, and possibly an independent fourth party, agreeable to the Project Managers. Following the inspection, the Army will prepare and submit the Prefinal Inspection Report. The Report will be finalized in the context of the RA report, and shall include:

- outstanding construction requirements
- actions required to resolve items
- completion date, and date of final inspection

At the completion of remedial action the Army shall prepare and submit an RA Report. The RA Report shall include:

- consolidation of any and all RA reports for individual work elements
- a brief description of outstanding items from the Prefinal Inspection Report
- synopsis of work discussed in the RA Workplan, and certification that this work was performed
- explanation of any modifications to the RA Workplan
- certification by an independent registered professional engineer that the implemented remedy is both operational and functional
- documentation necessary to support deletion of the site from the NPL

4.4 O&M

At the completion of O&M activities the Army will prepare and submit an O&M Report. The Report will include:

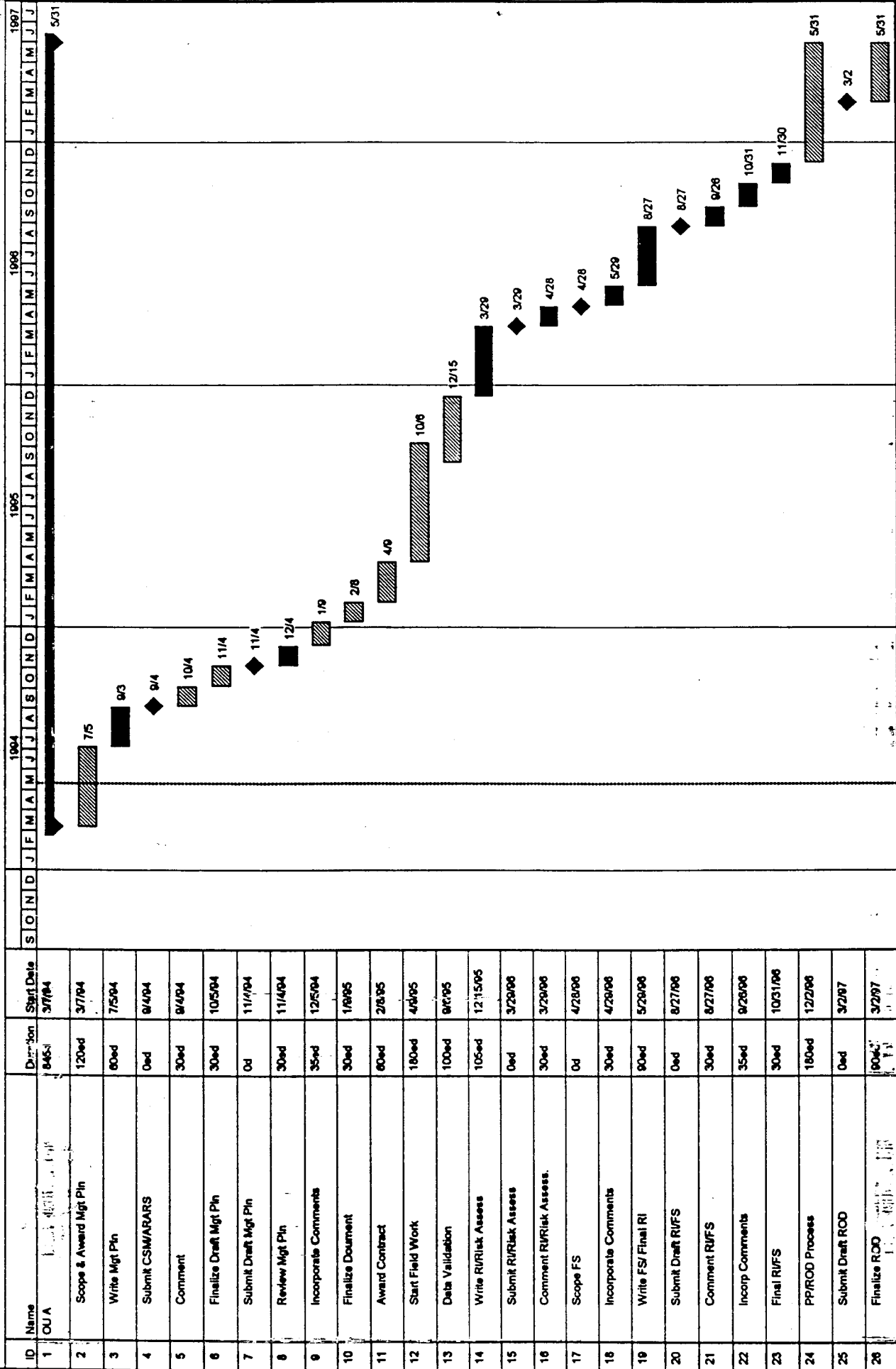
- consolidation of any and all O&M reports for individual work elements

- description of the O&M activities performed
- results of site monitoring (verifying that the remedy meets the performance criteria)
- explanation of additional O&M (including monitoring) to be undertaken at the site

Figure 1.

Timeline

FIGURE 1: FORT RICHARDSON, ALASKA -- OPERABLE UNIT A



Legend:

- ▨ Critical
- ▨ Normal
- ◆ Milestone
- ▬ Program
- ▬ Summary
- ▬ Summary
- ◇ Availability

Project: Fort Richardson, Alaska -- Operable Unit A
 Date Plotted: 1/1/97

FIGURE 1: FORT RICHARDSON, ALASKA -- OPERABLE UNIT B

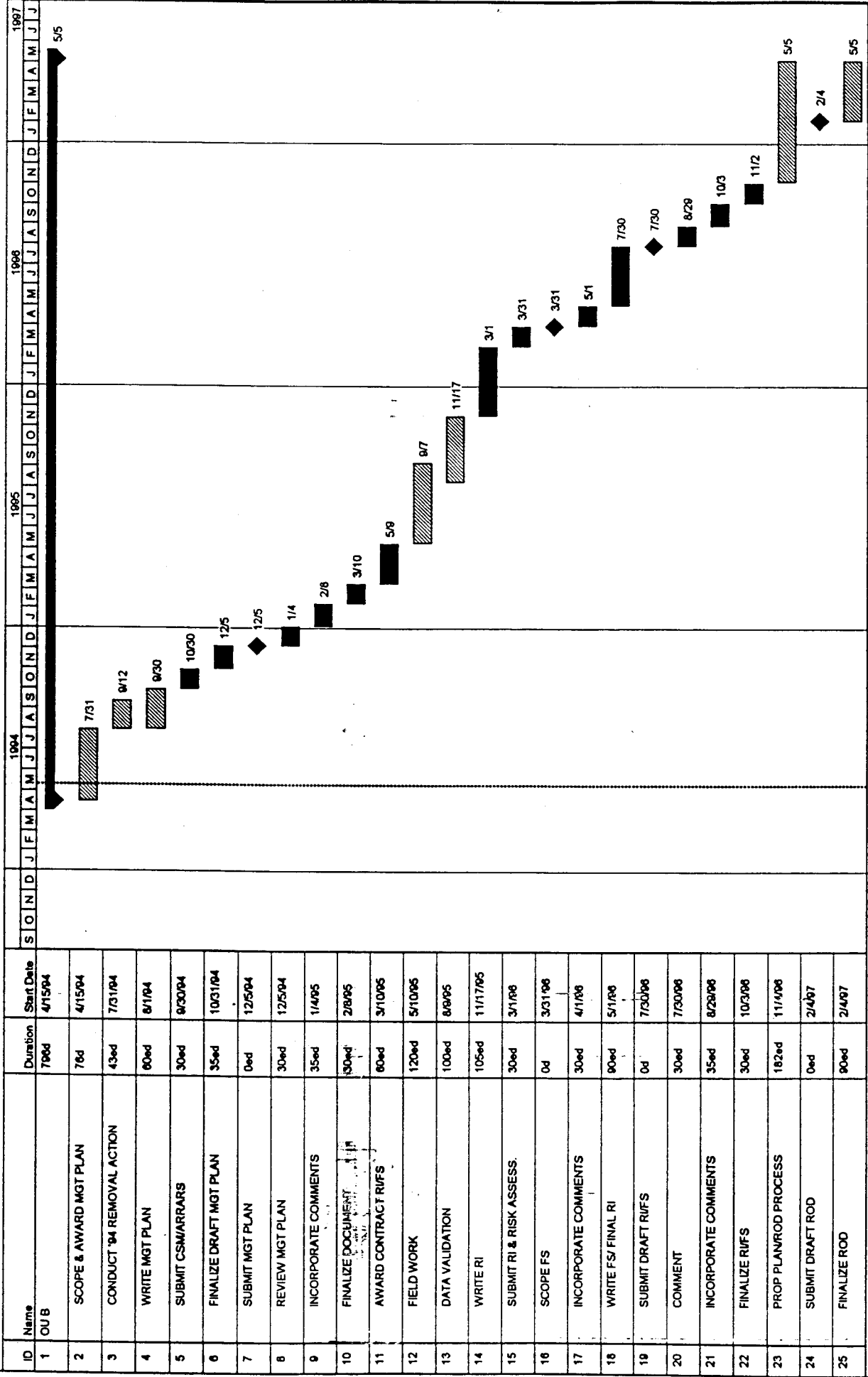
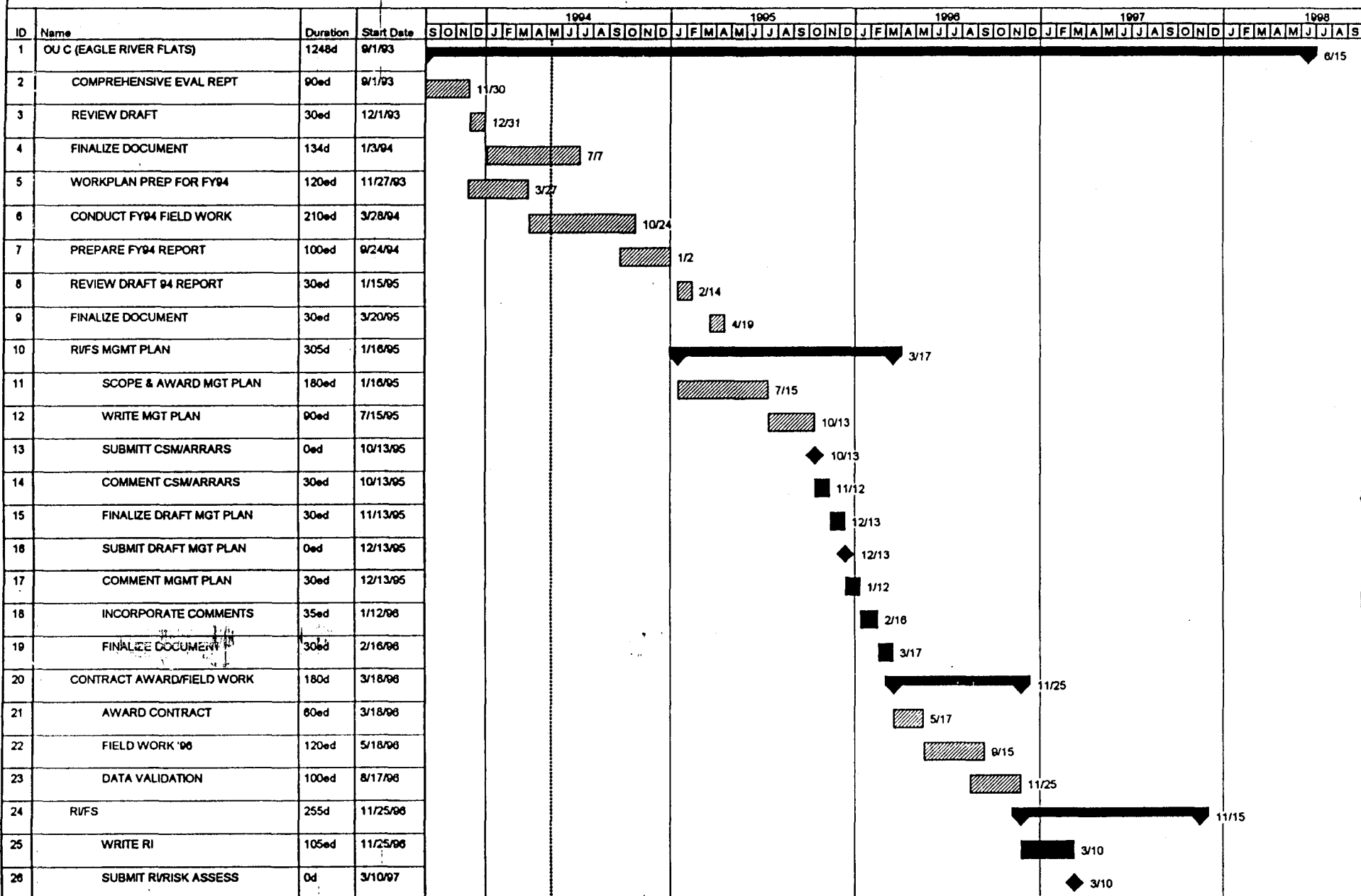


FIGURE 1: FORT RICHARDSON, ALASKA -- OPERABLE UNIT C



Project:
Date: 9/29/94



FIGURE 1: FORT RICHARDSON, ALASKA -- OPERABLE UNIT C

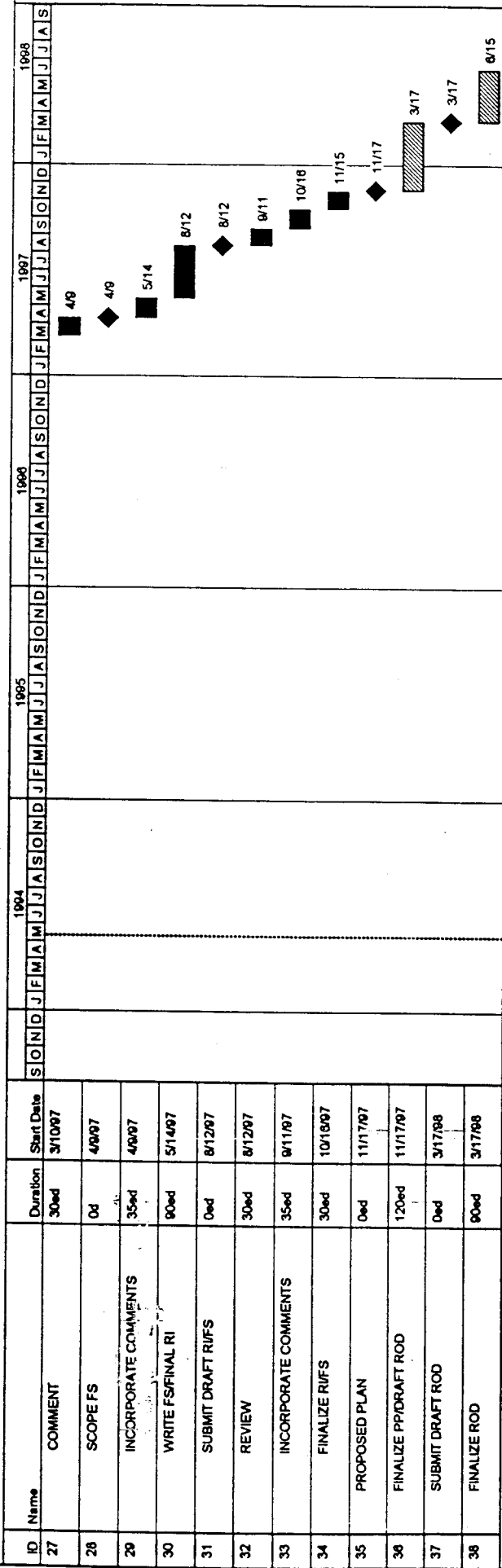
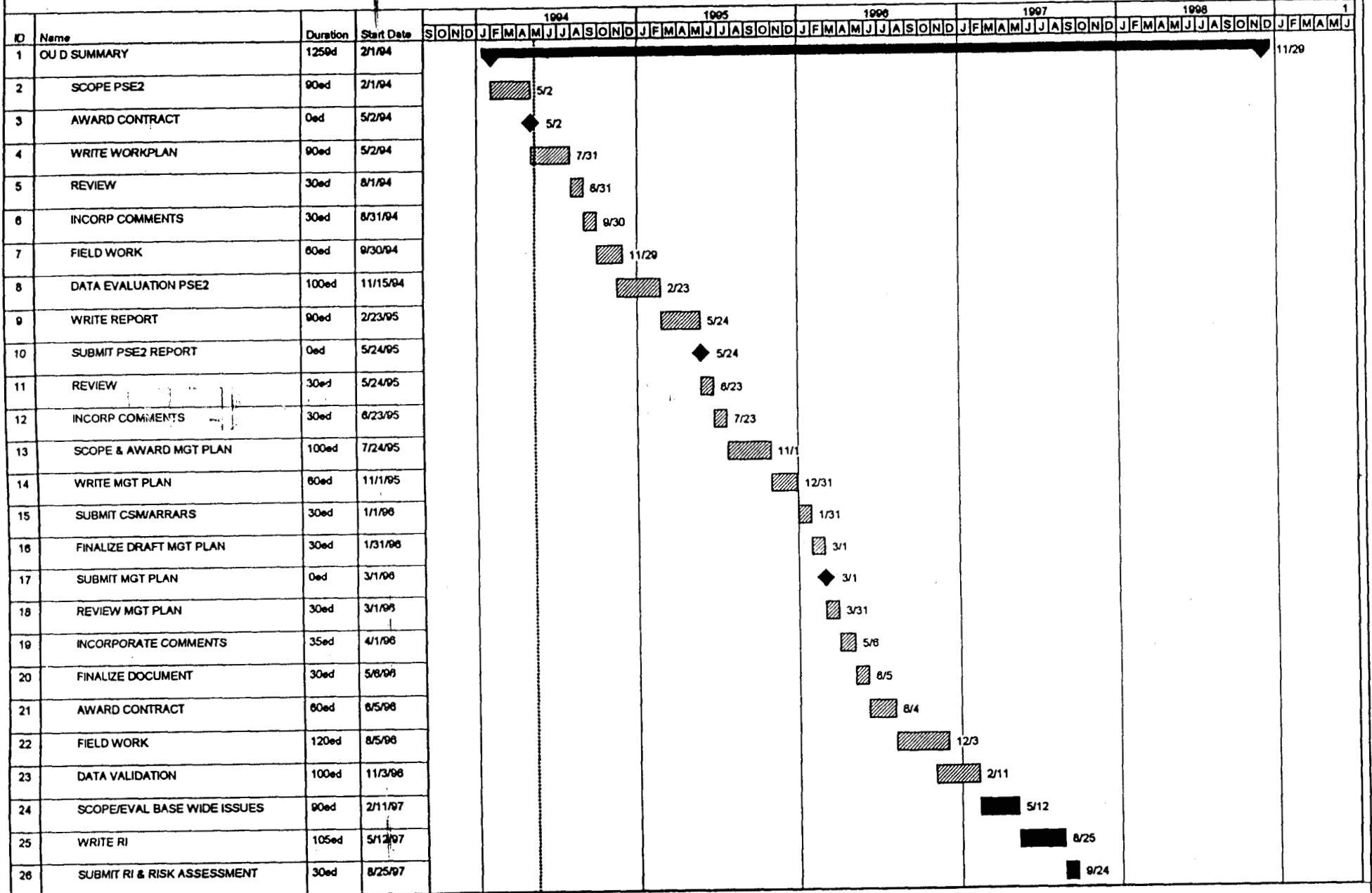


FIGURE 1: FORT RICHARDSON, ALASKA -- OÜ D



Project: OU D SUMMARY
 Date: 5/2/94

Legend:
 Critical: [Hatched Bar] Progress: [Solid Bar] Summary: [Dashed Bar] Held Up: [Diamond]
 Noncritical: [Solid Bar] Milestone: [Diamond] Summary: [Dashed Bar]

Figure 1.b. Generic timeline for RI/FS Implementation.

<u>STEP</u>	<u>TIME (days)</u>
1. Contract time (Army)	90
2. Collection of data/info on sites, & development of CSM/DQO/ARAR/TBC document & RI/FS MP (Army)	150
write CSM/DQO/ARAR document & begin other parts of MP	(30)
review CSM doc. internally & continue work on rest of MP	(30)
finalize/re-write CSM document, & continue work on rest of MP	(30)
submit CSM document to prj. managers for review; get comments; & continue work on rest of MP	(30)
re-write MP (including CSM/DQO/ARAR portion of RI)	(30)
3. Internal Army Review of RI/FS MP	30
4. Finalization (internally) of RI/FS MP (Army)	30
5. Review of RI/FS MP (prj. managers)	30
-- then, Army revises MP 30 days after receiving comments, & submits for another (15 day) comment period.	
6. Field sampling/data collection and validation (Army)	420
-- within this timeframe the Army will begin writing the RI Report.	
-- approx. a year into this period the prj. managers will meet for several days to discuss RI data, progress	

-- EPA provides Army PP guidance & examples		
7.	Review of prelim RI info to direct development of Report (Prj. managers)	5
8.	Completion of RI Report, & prelim FS info (Army)	30
9.	Internal Army Review of RI Report	30
10.	Finalization (internally) of RI Report (Army)	30
11.	Review of RI Report (prj. managers)	30
-- then, Army revises RI within 30 days & submits for another comment period.		
12.	FS scoping (prj. managers)	5
13.	Preparation of RI/FS (Army)	30
14.	Internal Army Review of RI/FS	30
15.	Finalization (internally) of RI/FS Report (Army)	20
16.	Review of RI/FS Report (prj. managers)	30
-- then, Army revises RI/FS within 30 days & submits for another (15 day) comment period.		
17.	Finalization of RI/FS, preparation of Proposed Plan, & start of Public Comment period	100
	Preparation of PP "working draft" (Army)	(30)
-- including a 3 day Scoping meeting to develop PP annotated outline & graphics needs (prj. managers and Army contractor)		(3)
	Review of PP "working draft" (prj. managers)	(5)
	Prj. Managers meet to write 2nd draft of PP	(5)

	Review 2nd draft PP; Army, EPA & ADEC	(23)
	Prj. Managers meet to resolve comments on 2nd draft PP & to develop ROD annotated outline (include Army contractor)	(7)
	-- Army should begin preparation of ROD "working draft" at this time	
	Review of draft PP (Army, EPA, ADEC)	(20)
	Army reproduces PP & mails	(10)
18.	Public Comment period & Preparation of Draft ROD	82
	PUBLIC COMMENT PERIOD	(30)
	Review of ROD "working draft" (prj. managers)	(15)
	-- Army should begin preparation of Responsiveness Summary at this time	
	Prj. Managers meet to discuss "working draft" of ROD	(7)
	Army prepares draft ROD	(30)
19.	Review of draft ROD & Responsiveness Summary at Army, EPA, & ADEC	30
20.	Prj. Managers meet to resolve draft ROD comments & begin to "brief" internally	7
21.	Army prepares draft Final ROD	23
22.	Parties Review draft final ROD	15
23.	Final ROD concurrence briefs	21
24.	Final ROD due	X

Figure 2

Primary Document Deadlines

OU-A

Pre-ROD

	dates
Management Plan	11/4/94
Dft Final RI/FS	8/27/96
Dft ROD	3/2/97

Post-ROD

	dates
Pre-final Design	TBD*
RA Work Plan	
RA Report	
O & M Plan	
Close Out Rpt	

OU-B

Management Plan	12/5/94
Dft Final RI/FS	7/30/96
Dft ROD	2/4/97

Pre-final Design
RA Work Plan
RA Report
O & M Plan
Close Out Report

OU-C

Management Plan	12/13/95
Dft Final RI/FS	8/12/97
Dft ROD	3/17/98

Pre-final Design
RA Work Plan
RA Report
O & M Plan
Close Out Report

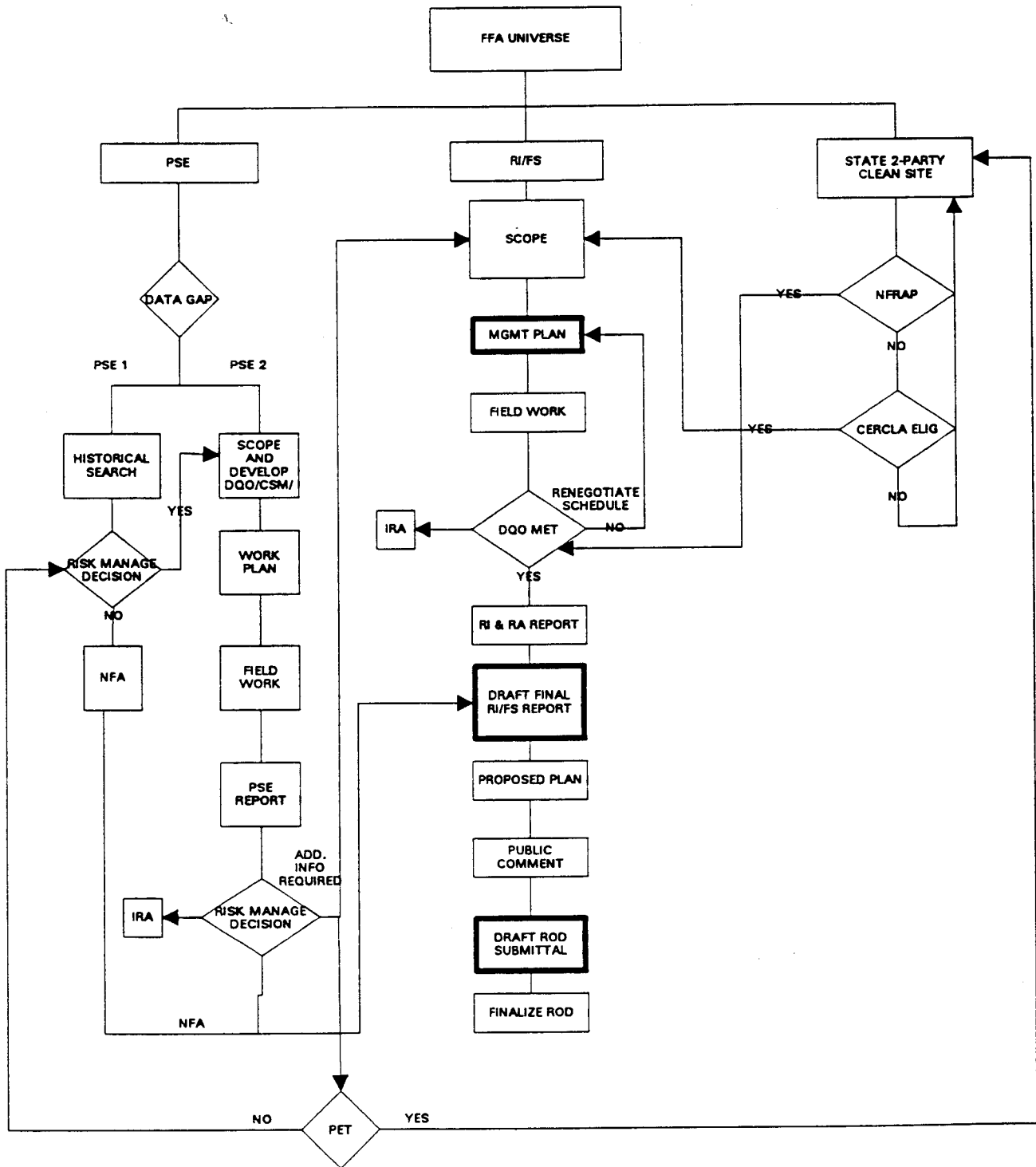
OU-D

Management Plan	3/1/96
Dft Final RI/FS	2/22/98
Dft ROD	8/31/98

Pre-final Design
RA Work Plan
RA Report
O & M Plan
Close Out Report

* To Be Determined

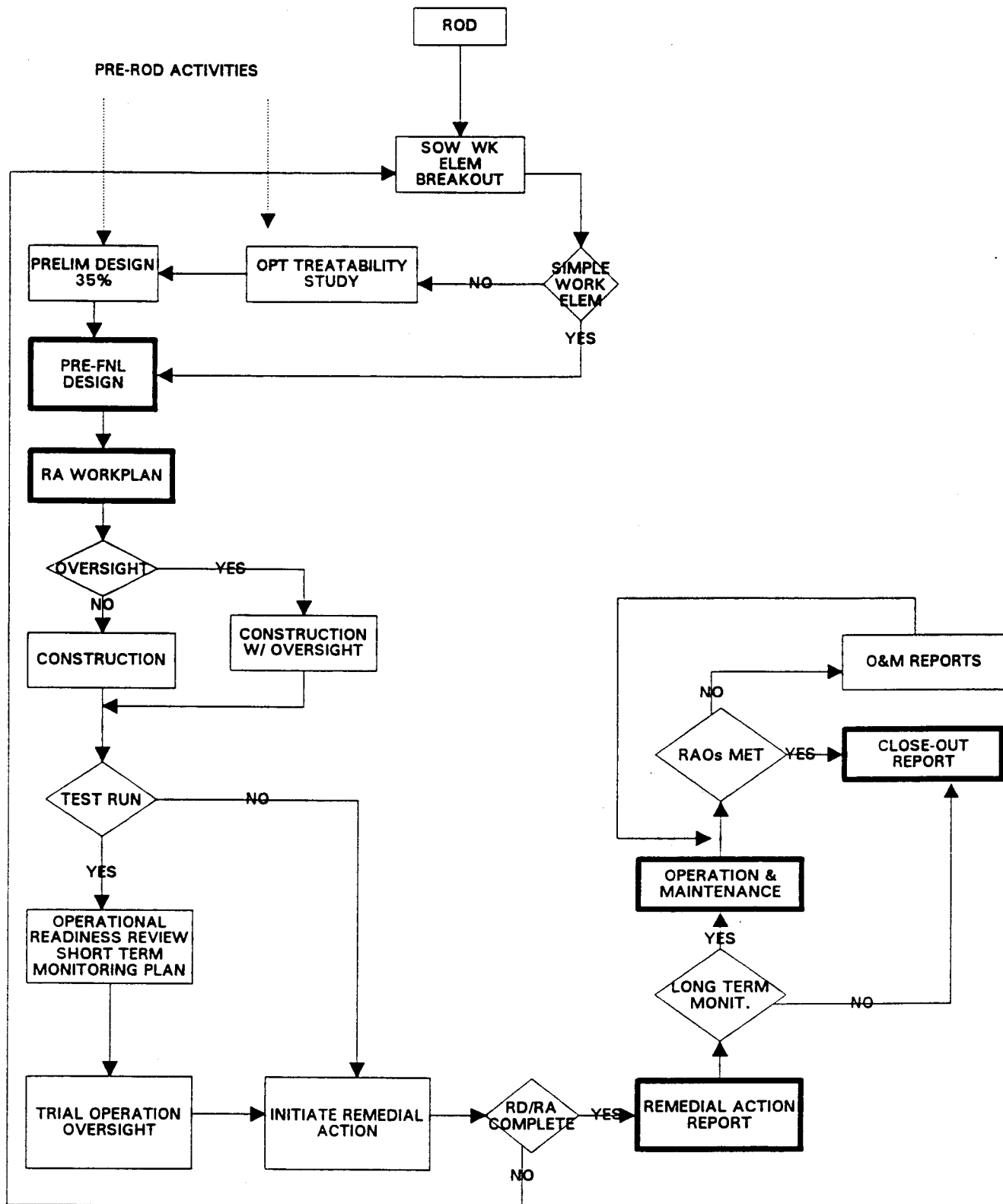
**FIGURE 3
PRE-ROD
ACTIVITIES**



Note: Bold outline denotes primary document



**FIGURE 4
POST-ROD ACTIVITIES**



Note: Bold outline denotes primary document



Table 1.

Potential Source Areas

SITE #	OU	BLDG/LOC.	SITE FUNCTION	UNIT/ACTIVITY	POTENTIAL CONTAMINANTS	REL	UST	STATUS	NFA OR NFA JUSTIFICATION	1990 RFA SWMU	NOTES & REFS.
W020	A	888	POL LABORATORY DRYWELL	DOL	WASTE OIL, LUBRICANTS, AVIATION FUELS, SOLVENTS, ACID, ALCOHOL, REAGENTS	F	T	R/FS		80	USATHAMA 1991 PROPERTY REPORT AND RCRA FACILITY ASSESSMENT (1990 RFA)
W010	A	87830	ROOSEVELT ROAD TRANSMITTER SITE LEACHFIELD	PW	PCB'S IN TRANSFM R OIL	T	F	R/FS		118	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W040	A	FMR LNDFIL#9 (RUFF ROAD)	RUFF ROAD FORMER FIRE TRAINING AREA	PW	CONSTRUCTION RUBBLE, JP-4, CHLORINATED & NONCHLOR. SOLVENTS	T	F	R/FS		97	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
N087	B	UC802892	POLELINE ROAD DISPOSAL AREA	PW	DECON. SOLVENTS, SMOKE CANNISTERS, CW TRAINING MATERIAL	T	F	REMOVAL ACTION AND FURTHER SITE CHARACTERIZATION			NONE
W008	C	EAGLE RIVER FLATS	EAGLE RIVER FLATS IMPACT AREA	DPTSM	MUNITIONS RESIDUE, WHITE PHOSPHORUS, ROCKETS, MISSILES, TORPEDOES	T	F	R/FS		117	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W025	C	VIC. EAGLE RIVER FLATS	OPEN BURN/OPEN DEMO AREA	MULTIPLE UNITS/ACTIVITIES	POWDER BAGS, FUZES, TNT, GRENADES, ROCKET MOTORS, PROJECTILES, ASH	F	F	RCRA CLOSURE		89	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W009	D	700	FORMER DRUM/PCB STORAGE AREA	PW	PCBs, WASTE PAINT, HYDROCHLORIC ACID, METHYL ETHYL KETONE, MINERAL SPIRITS	F	F	PSE 2 & RCRA CLOSURE		1, 91	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R053	D	704	FORMER ROADS AND GROUNDS DRUM STORAGE & WASTE ACCUMULATION AREA	PW	CONTAM. FUELS, WASTE PAINT, BRAKE FLUID, LUBRICANTS, OIL, JP-4, BALLAST WATER, WASTE SOLVENT, ASBESTOS	T	T	PSE 2 & RCRA CLOSURE		3, 4	1990 RFA
W018	D	728	FORMER LAUNDRY & DRYCLEANING USTs	DOL	PERCHLOROETHYLENE, SLUDGE	T	T	PSE 2		9, 10, 11, 12, 13, 14, 15, 120	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R059	D	798	DOL MAINT. AREA --FORMER BATTERY ACID DISPOSAL SITE	DOL	NEUTRALIZED BTRY ACID, HEAVY METALS	T	T	PSE 2		37	1990 RFA
W023	D	35752	PCB SITE/UST (ANTENNA BLDG)	PW	PCBs, POL,	F	T	RCRA CLOSURE (INSIDE BLDG), CERCLA PSE 2 OUTSIDE		90	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W028	D	FRA RDs	DUST PALLIATIVE	PW	WASTE OIL, SOLVENT	F	F	PSE 2			USATHAMA 1991 PROPERTY REPORT
N090	D	UC538948	CIRCLE ROAD DRUM SITE	PW	POL	T	F	RCRA CLOSURE			NONE

BITE #	OU	BLDG/ LOC.	SITE FUNCTION	UNIT/ACTIVITY	POTENTIAL CONTAMINANTS	REL	UST	STATUS	NFA OR NFA JUSTIFICATION	1990 RFA SWMU	NOTES & REFS.
R060	D	855	USED OIL TRANSFER AREA (SLUDGE BIN)	DOL	USED OIL/FUEL	T	T	RCRA CLOSURE		41	1990 RFA
W015	D	FRA LANDFILL (EAST SIDE)	LANDFILL FORMER FIRE TRAINING AREA	PW	OIL, SOLVENT, TRANSM./BRAKE/HYDRAULIC FLUID, WATER CONTAM. DIESEL, JP-4	T	F	PSE 2		98	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R072	D	FRA LANDFILL (EAST SIDE), approx. 1000' sw of FF PIT #2	GREASE PIT #1	PW	COOKING GREASE, PETROLEUM, GREASE/OIL, O/W SEDIMENT SEPARATOR BOTTOMS, FUEL TANK WATER, ETHYL GLYCOL	F	F	PSE 2		82	1990 RFA
R073	D	FRA LANDFILL (EAST SIDE), approx. 1000' sw of FF PIT #2	GREASE PIT #2	PW	COOKING GREASE, PETROLEUM, GREASE/OIL, O/W SEDIMENT SEPARATOR BOTTOMS, FUEL TANK WATER, ETHYL GLYCOL	F	F	PSE 2		83	1990 RFA
R075	D	FRA	STORM DRAINAGE OUTFALL TO SHIP CREEK	PW	OILS, FUELS, SOLVENTS	F	F	PSE 2		115	1990 RFA
R057		755	AUTO & CRAFT SHOP	DPCA	WASTE PAINTS, GREASE, MINERAL SPIRITS, OIL	F	T	RCRA CLOSURE	PROPOSED NON-UST TWO-PARTY SITE	27, 72	1990 RFA
N098		794	CANNIBILIZATION YARD	DOL		F	F		PROPOSED NON-UST TWO-PARTY SITE		DRAFT ECAR, DEC '93
W002		45590	MOTOR POOL	CENTRAL TEXAS COLLEGE	WASTE OIL, LUBRICANTS, ANTIFREEZE, ACID, SOLV.	F	T	RCRA CLOSURE	PROPOSED NON-UST TWO-PARTY SITE	83	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W021		47431	AIRCRAFT MAINTENANCE FACILITY	B/123 AVN CO	DRYCLEAN SOLV, GREASE, HYDRAULIC FLUID, METHYL ETHYL KETONE, NAPHTHA, WASTE FUELS/OIL	T	F		PROPOSED NON-UST TWO-PARTY SITE	87	USATHAMA 1991 PROPERTY REPORT
W048		BLDG 39600 (UPPER SITE SUMMIT), & LOWER SITE SUMMIT	FORMER NIKE MISSILE SITE	PW	WATER W/RESIDUAL SOLV, FUELS, RADIOACTIVE MATERIAL, ASBESTOS	F	F		PROPOSED NON-UST TWO-PARTY SITE		USATHAMA 1991 PROPERTY REPORT
W004		804	MEDICAL LAB	MEDICAL ACTIVITY	FIXATIVE W/SILVER, METHYL METHACRYLATE, REAGENTS	F	T	NFA	NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. MEDICAL LAB REAGENT DISCHARGES INTO SANITARY SEWER SYSTEM.		USATHAMA 1991 PROPERTY REPORT
R051		700	PAINT SHOP SPRAY BOOTH	PW	WASTE PAINT	F	F	NFA	RELEASES TO SOIL, SURFACE WATER, OR GROUND WATER UNLIKELY; UNIT LOCATED INDOORS ON THIRD FLOOR; FILTERS CAPTURE AIR RELEASES.	2	1990 RFA
R054		704	ROADS AND GROUNDS WASH RACK SUMP AND OIL/WATER SEPARATOR	PW	WASHWATER W/OIL, GREASE, DIRT	F	T	NFA	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	5, 6	1990 RFA
N082		708	SELF-HELP SHOP	PW	POL, WASTE PAINT, SOLVENTS	F	F	NFA	NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.		NONE
R056		710	AAFES SERVICE STATION	AAFES	WASTE OIL	F	T	NFA	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	7	1990 RFA

SITE #	OU	BLDG/ LOC.	SITE FUNCTION	UNIT/ACTIVITY	POTENTIAL CONTAMINANTS	REL	UST	STATUS	NFA OR NFA JUSTIFICATION	1990 RFA SWMU	NOTES & REFS.
W007		721	PESTICIDE STORAGE AREA	PW	INSECTICIDES, HERBICIDES, AVICIDES, RODENTICIDES, PAINT, DDT, RINSATE	F	F	NFA	NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.	8	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W002		732	MOTOR POOL	813 EN BN	WASTE OIL, LUBRICANTS, ANTIFREEZE, ACID, SOLV.	T	T	NFA	UST TWO-PARTY SITE; NO OTHER REPORTED RELEASES TO AIR, SOIL, OR GROUND WATER	18, 71	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
N095		740	FORMER PAINT BOOTH	PW	WASTE PAINTS, SOLVENTS	F	F	NFA	NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.		DRAFT ECAR, DEC '93
W018		740	MAINTENANCE SHOP, WASHRACK & O/W SEP.	PW	OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	17, 18, 19	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W018		750	MOTOR POOL, WASHRACK & O/W SEP.	FORMERLY 1-17 IN BN	OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	20, 21, 22, 23, 24	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W018		750	MOTOR POOL, WASHRACK & O/W SEP.	1-501 IN BN	OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	20, 21, 22, 23, 24	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R093		754	O/W SEPARATOR	POST CAR WASH	WASH WATER W/OIL, GREASE, FUEL	T	F	NFA	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	25	1990 RFA
W018		758	MOTOR POOL, WASHRACK & O/W SEP.	4-11 FA BN	OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	28, 29, 73	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
N084		764	MOTOR POOL	SP TRPS BN	WASTE OIL, LUBRICANTS, ANTIFREEZE, ACID, SOLV.	F	F	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.		NONE
W002		770	MOTOR POOL	106 MI BN	WASTE OIL, LUBRICANTS, ANTIFREEZE, ACID, SOLV.	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	75	
W008		772	IN-SERVICE TRANSFORM.	PW	PCB'S IN TRANSFMR OIL	F	T	NFA	TRANSFORMER INSIDE SECURE BUILDING. SUFFICIENT CONCRETE CURBING AROUND TRANSFORMER TO CONTAIN SPILLS. NO FLOOR DRAIN		USATHAMA 1991 PROPERTY REPORT
W018		778	MOTOR POOL, WASHRACK & O/W SEP.	8 SIG BN	OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	31, 76	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W018		782	VEH. WASHRACK & O/W SEP.		OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.		USATHAMA 1991 PROPERTY REPORT
W018		784	MOTOR POOL, WASHRACK & O/W SEP.	308 FSB	OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	32, 77	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA

SITE #	OU	BLDG/ LOC.	SITE FUNCTION	UNIT/ACTIVITY	POTENTIAL CONTAMINANTS	REL	UST	STATUS	NFA OR NFA JUSTIFICATION	1990 RFA SWMU	NOTES & REFS.
W001		789	DS/GS MAINTENANCE FACILITY	308 FSB	TCE, WASTE SOLVENT/OIL, GREASE, PAINT, ACID	F	F	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	78	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W018		798	VEH. WASHRACK & O/W SEP.	DOL	OIL/GREASE FROM WASH	F	T	NFA	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	34	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R058		798	SPRAY PAINT BOOTH AND VEHICLE & WEAPONS SHOP	DOL	ENAMEL/CARC PAINT FUME	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	36	1990 RFA
W001		798	DS/GS MAINTENANCE	98 MAINT CO MAINT FAC	TCE, WASTE SOLVENT/OIL, GREASE, PAINT, ACID	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	78	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W011		802	SUPPLY WAREHOUSE	MULTIPLE UNITS/ACTIVITIES	SOLVENTS, WASTE OIL, REAGENTS, PHOTO FIXATIVE, WASTE PAINT/LITHIUM BATTERIES, HVY METALS	F	F	NFA	NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.		USATHAMA 1991 PROPERTY REPORT
W012		802	RAD. MATRL. STORAGE	MULTIPLE UNITS/ACTIVITIES	PDR-27, KRYPTON-85, PROMETHIUM-147, TRITIUM, RADIUM	F	F	NFA	NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.		USATHAMA 1991 PROPERTY REPORT
W011		804	SUPPLY WAREHOUSE	MULTIPLE UNITS/ACTIVITIES	SOLVENTS, WASTE OIL, REAGENTS, PHOTO FIXATIVE, WASTE PAINT/LITHIUM BATTERIES, HVY METALS	F	F	NFA	NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.		USATHAMA 1991 PROPERTY REPORT
W012		804	RAD. MATRL. STORAGE	MULTIPLE UNITS/ACTIVITIES	PDR-27, KRYPTON-85, PROMETHIUM-147, TRITIUM, RADIUM	F	F	NFA	NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.		USATHAMA 1991 PROPERTY REPORT
W018		812	MOTOR POOL, WASHRACK & O/W SEP.	HHC 1ST BDE	OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	40, 80	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W003		908	PRINT SHOP/PHOTO LAB	DOIM	GREASE, MINERAL SPIRITS, OIL, SOLV. INK, SILVER, RAGS	F	T	NFA	NO REPORTED SPILLS. WASTE GENERATED INSIDE BLDG. WASTE WATER DISCHARGES INTO SANITARY SEWER SYSTEM.		USATHAMA 1991 PROPERTY REPORT
W018		974	VEH. WASHRACK & O/W SEP.	DOL	OIL/GREASE FROM WASH	F	T	NFA	UNIT IN GOOD CONDITION WITH LOW POTENTIAL FOR RELEASES.	49	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R061		974	SPER SHOP	DOL	USED OIL/SOLVENTS, CHLORINATED SOLV. ANTIFREEZE, GREASE, POTASSIUM HYDROXIDE, WASTE WATER, TRICHLOROETHANE, BRAKE FLUID, CONTAM. OIL/DIESEL	F	T	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;	44	1990 RFA
R062		974	SPER SHOP -- WASTE SOLVENT (TCE) ACCUMULATION AREA	DOL	TCA	F	T	NFA	RELEASE TO GROUND OR SURFACE WATER UNLIKELY DUE TO STORAGE OF SPENT SOLVENT DRUM RACK ON A CONCRETE BASIN.	45	1990 RFA
R091		974	FUEL BLIVET CLNG AREA	DOL	WASHWATER W/FUEL, DETERG.	F	T	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER; SURFACE OF CLEANING AREA IS COATED CONCRETE W/CURB.	46, 47	1990 RFA

SITE #	OU	BLDG/ LOC.	SITE FUNCTION	UNIT/ACTIVITY	POTENTIAL CONTAMINANTS	REL	UST	STATUS	NFA OR NFA JUSTIFICATION	1990 RFA SWMU	NOTES & REFS.
W018		975	ELECTRONICS MAINTENANCE SHOP, VEH. WASHRACK & O/W SEP.		OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	50, 51, 52	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R065		976	MAINT SHOP, ACID BATH/TK	DOL	WASTE ACIDS	F	T	NFA	UNIT LOCATED INSIDE BUILDING; NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER; UNIT INACTIVE SINCE 1974; UNIT HAS BEEN REMOVED.	56	1990 RFA
R066		976	MAINT SHOP, FIB. GLAS. FILT.	DOL	FIBERGLASS PARTICLES	F	T	NFA	FILTERS LOCATED INSIDE ALUMINUM BOX INSIDE BUILDING; NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	57	1990 RFA
R067		976	PHOTO LAB, SILVER RECOV.	DPTSM	HYPO SOLUTION	F	F	NFA	SELF-ENCLOSED UNIT INSIDE BUILDING; NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	58	1990 RFA
R068		976	TASC PAINT SPRAY BOOTH	DPTSM	WASTE PAINTS	F	F	NFA	UNIT LOCATED INSIDE BUILDING; NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	59	1990 RFA
W031		988	RETAIL FUEL STORAGE YD	DOL	DIESEL FUEL, GASOLINE	F	T	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;		USATHAMA 1991 PROPERTY REPORT
R078		27006	MOOSE RUN GOLF CRSE	DPCA	GREASE, OIL	F	F	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	81	1990 RFA
W046		28002	WATER TREATMENT PLANT	PW	FILTER BACKWASH WATER., SETTLED SLUDGE, FUEL OIL	F	F	NFA	SUBJECT TO NPDES PERMIT MONITORING		USATHAMA 1991 PROPERTY REPORT
W026		36012	CENT. HEAT & PWR PLANT/WASTE ACCUM. AREA	PW	DIESEL FUEL, COAL, FLY ASH	T	T	NFA	SINCE UNIT IS COVERED, PAVED, AND HANDLED SMALL QUANTITIES OF WASTE, RELEASE TO GROUND WATER OR SURFACE WATER UNLIKELY.	82, 104-114	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W027		36013	CLASSIFIED WASTE INCIN.		CLASSIFIED WASTE, ASH	T	T	NFA	DUE TO ABSENCE OF HAZARDOUS CONSTITUENTS IN WASTES, NO POTENTIAL FOR HARMFUL RELEASES.	103	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R079		45040	BOAT SHOP	DPCA	ANTIFREEZE, DRY CLEAN SOLVENT, OIL, PAINT THINNER	F	F	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	82	1990 RFA
W022		45125	HAZ WASTE STORAGE FAC.	PW	WASTE SOLVENT/OIL/PAINT FUEL, PCB-CONTAM. MATERIAL	F	F	NFA	INVESTIGATE IAW RCRA PERMITTING PROCESS	88	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
R071		45133	HAZ WASTE STORAGE AREA	PW	CONTAM. SOILS (OIL/FUEL)	F	F	NFA	INVESTIGATE IAW RCRA PERMITTING PROCESS	89	1990 RFA
N081		45703	176 EOD MAINT FAC	176 EOD		F	F	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.		NONE
W018		45726	23 EN CO MAINTENANCE FACILITY, WASHRACK & O/W SEP.	23 EN CO	OIL/GREASE FROM WASH	F	T	NFA	DUE TO SUFFICIENT CONTROLS & SMALL QUANTITIES GENERATED, UNLIKELY FOR RELEASES TO GW, SW, OR AIR.	64, 65	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA

SITE #	OU	BLDG/ LOC.	SITE FUNCTION	UNIT/ACTIVITY	POTENTIAL CONTAMINANTS	REL	UST	STATUS	NFA OR NFA JUSTIFICATION	1990 RFA SWMU	NOTES & REFS.
N095		47203	AIRCRAFT MAINTENANCE FACILITY	B/123 AVN CO	WASTE JP-4, JET FUEL, OIL, HYDRAULIC FLUID, PETROL. NAPHTHA, HEAVY METALS	F	T	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;		NONE
W021		47427	AIRCRAFT MAINTENANCE FACILITY	AK ARNG	WASTE JP-4, JET FUEL, OIL, HYDRAULIC FLUID, PETROL. NAPHTHA, HEAVY METALS	F	F	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;	86, (1990 RFA MISTAKENLY LISTED AS BLDG 47727 -- NO SUCH BUILDING ON RECORD)	USATHAMA 1991 PROPERTY REPORT, 1990 RFA
W021		47430	AIRCRAFT MAINTENANCE FACILITY	B/123 AVN CO	WASTE JP-4, JET FUEL, OIL, HYDRAULIC FLUID, PETROL. NAPHTHA, HEAVY METALS	F	F	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;		USATHAMA 1991 PROPERTY REPORT
W019		47430	A/C WASHRACK & O/W SEP.	B/123 AVN CO	OIL/GREASE FROM WASH	F	F	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;		USATHAMA 1991 PROPERTY REPORT
R070		47432	AIRCRAFT MAINTENANCE FACILITY	B/123 AVN CO	WASTE JP-4, JET FUEL, OIL, HYDRAULIC FLUID, PETROL. NAPHTHA, HEAVY METALS	F	F	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;	84	
W021		47433	AIRCRAFT MAINTENANCE FACILITY	B/123 AVN CO	WASTE JP-4, JET FUEL, OIL, HYDRAULIC FLUID, PETROL. NAPHTHA, HEAVY METALS	F	F	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;		USATHAMA 1991 PROPERTY REPORT
R094		47641	AIRCRAFT MAINTENANCE FACILITY	FLYING CLUB	WASTE FUEL, GREASE, OIL	F	T	NFA	NO EVIDENCE OF RELEASE TO SOIL, AIR, OR GROUND WATER;	85	1990 RFA
W027		47811	VETERINARY INCIN.	MEDAC	ANIMAL CARCASSES, INFECTIOUS WASTE, ASH	T	T	NFA	DUE TO NATURE OF HAZARDOUS WASTES AND UNIT CONSTRUCTION, LITTLE POTENTIAL FOR HARMFUL RELEASES.	102	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W024		55295	AMMO DEACTIV. FURNACE	DOL	WASTE SMALL CAL. AMMO, CARTRIDGES, ASH, HVY METALS, PROPELLANT, PRIMERS, FUZES	F	T	NFA UNDER CERCLA	PENDING PERMIT APPLICATION	101	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
N088		59000	AK ARNG VEH MAINT FAC	AKARNG	WASTE FUEL, GREASE, OIL, SOLVENTS, ANTIFREEZE; OIL/GREASE FROM WASH	F	T	NFA	STATE OF THE ART UNIT LOCATED INSIDE BUILDING; NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.		NONE
W013		AMMO AREA C	RAD. MATRL. DISPOSAL	DOL	RADIOACTIVE WASTES	F	F	NFA	INACTIVE SITE WITH NO KNOWN RELEASES.		USATHAMA 1991 PROPERTY REPORT
W005		VARIOUS FIELD LOCATIONS	OPEN BURNING SITES AND FIRING RANGES/IMPACT AREAS	DPTSM	LEAD, MUNITIONS WASTE FROM MORTAR, SMALL ARMS, GRENADES, ROCKETS	F	F	NFA	ACTIVE TRAINING FACILITIES FOR MARKSMANSHIP/GUNNERY TRAINING WITH NO EVIDENCE OF ADVERSE ENVIRONMENTAL EFFECTS.	100	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W017		FIELD LOC	SEPTIC TANKS/LEACH FLDS	MULTIPLE UNITS/ACTIVITIES	SAN. WASTE WATER, INDUSTRIAL WASTEWATER	F	T	NFA	NO EVIDENCE OF PAST RELEASES		USATHAMA 1991 PROPERTY REPORT
W049		FIELD LOC	SPILL AREAS	MULTIPLE UNITS/ACTIVITIES	DIESEL, MOGAS, JP-4	T	F	NFA	ALL KNOWN SPILL SITES REMEDIATED.		USATHAMA 1991 PROPERTY REPORT
W041		FRA	ABOVE GND STORAGE TNKS	MULTIPLE UNITS/ACTIVITIES	DIESEL, GASOLINE, HTNG OIL	F	T	NFA	SUFFICIENT CONTROLS IN PLACE; NO EVIDENCE OF PAST RELEASES		USATHAMA 1991 PROPERTY REPORT
W042		FRA	ABOVE GND STORAGE TNKS	MULTIPLE UNITS/ACTIVITIES	DIESEL, GASOLINE, HTNG OIL	F	T	NFA	SUFFICIENT CONTROLS IN PLACE; NO EVIDENCE OF PAST RELEASES		USATHAMA 1991 PROPERTY REPORT

SITE #	OU	BLDG/ LOC.	SITE FUNCTION	UNIT/ACTIVITY	POTENTIAL CONTAMINANTS	REL	UST	STATUS	NFA OR NFA JUSTIFICATION	1990 RFA SWMU	NOTES & REFS.
W043		FRA	UNDERGROUND STOR.TNKS	MULTIPLE UNITS/ACTIVITIES	DIESEL, MOGAS, WASTE OIL,	T	T	NFA	SUBJECT TO UST TWO-PARTY AGREEMENT	7, 16, 19, 23, 24, 26, 29, 30, 35, 38, 39, 42, 43, 48, 53, 61, 63, 66, 68, 69, 70, 119, 120	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W044		FRA	FORMER USTs	MULTIPLE UNITS/ACTIVITIES	DIESEL, MOGAS, FUEL OIL,	T	T	NFA	SUBJECT TO UST TWO-PARTY AGREEMENT		USATHAMA 1991 PROPERTY REPORT
W045		FRA	FORMER USTs	MULTIPLE UNITS/ACTIVITIES	WASTE OIL, FUEL OIL	T	T	NFA	SUBJECT TO UST TWO-PARTY AGREEMENT		USATHAMA 1991 PROPERTY REPORT
R078		FRA	SANITARY SEWER SYSTEM	PW	SANITARY/INDUSTRIAL WASTEWATER W/OILS, GREASE	F	F	NFA	SUBJECT TO NPDES PERMIT MONITORING	116	1990 RFA
W032		LANDFILL #1, east sector of FRA LF; 400 acres	LANDFILL	PW	SANITARY WASTE, WASTE OIL/BRAKE FLUID, PESTICIDES	T	F	NFA UNDER CERCLA	PENDING CLOSURE	94, 95	USATHAMA 1991 PROPERTY REPORT AND 1990 RFA
W033		LANDFILL #2, north-central sector of FRA LF; 338 acres	LANDFILL	PW	SAN. WASTE, UNKNOWN		F	NFA UNDER CERCLA	PENDING CLOSURE		USATHAMA 1991 PROPERTY REPORT
W034		LANDFILL #3, south central sector of FRA LF; 80 acres	LANDFILL	PW	SAN. WASTE, UNKNOWN		F	NFA UNDER CERCLA	PENDING CLOSURE		USATHAMA 1991 PROPERTY REPORT
W035		LANDFILL #4, southwest sector of FRA LF; 3 acres	LANDFILL	PW	CONSTRUCTION DEBRIS		F	NFA UNDER CERCLA	PENDING CLOSURE		USATHAMA 1991 PROPERTY REPORT
W036		LANDFILL #5, northwest sector FRA LF; 3 acres	LANDFILL	PW	CONSTR. DEBRIS, SANITARY WASTE, METAL, WOOD, ASBESTOS, EXPLOSIVES, INFECTIOUS WASTE		F	NFA UNDER CERCLA	PENDING CLOSURE		USATHAMA 1991 PROPERTY REPORT
W037		LANDFILL #6, west edge of FRA LF; unk. size	LANDFILL	PW	UNKNOWN		F	NFA UNDER CERCLA	PENDING CLOSURE		USATHAMA 1991 PROPERTY REPORT
W038		LANDFILL #7, adjacent to old Davis Highway (vic. Anchorage LF)	LANDFILL	PW	SANITARY WASTE		F	NFA UNDER CERCLA	PENDING CLOSURE		USATHAMA 1991 PROPERTY REPORT
W039		LANDFILL #8, adj. to old Davis/Glenn Highways, approx. 3 km south of the Eagle River; 3 acres	LANDFILL	PW	CARS W/WASTE OIL, JUNK		F	NFA UNDER CERCLA	PENDING CLOSURE		USATHAMA 1991 PROPERTY REPORT
N089		UC553883	RT BRAVO TRANSFORMER SITE (VIC. GWEN LAKE)	PW	PCBs, METALS		F	NFA	CONTAMINANTS BELOW EPA ACTION LEVELS		USAPACEHA REPORT, 31 JAN 94

SITE #	OU	BLDG/ LOC.	SITE FUNCTION	UNIT/ACTIVITY	POTENTIAL CONTAMINANTS	REL	UBT	STATUS	NFA OR NFA JUSTIFICATION	1990 RFA SWMU	NOTES & REFR.
W029		AMMO HOLDING AREA	AMMO SUPPLY POINT	DOL	AMMUNITION	F	F	NFA	AMMO SECURED INSIDE CONCRETE BUNKERS. NO KNOWN RELEASES WITHIN ASP COMPOUND.		USATHAMA 1991 PROPERTY REPORT
R074		VIC. UCS77959	TRANSFER STATION	PW	FRA SOLID WASTE, ASBESTOS	F	F	NFA	NO REPORTED RELEASES TO SOIL, AIR, OR GROUND WATER.	90	1990 RFA