UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION III

AND THE

UNITED STATES DEPARTMENT OF THE AIR FORCE

IN THE MATTER OF:

U.S. Department of the Air Force
Joint Base Andrews
Prince George's County, Maryland

FEDERAL FACILITY AGREEMENT
under CERCLA Section 120

Administrative
Docket Number: CERC-03-2011-0169FF

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Based on the information available to the Parties on the Effective Date of this FEDERAL FACILITY AGREEMENT (Agreement), and without trial or adjudication of any issues of fact or law, the Parties agree as follows:

I. JURISDICTION

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

1.1 The U.S. Environmental Protection Agency (EPA) Region III enters into those portions of this Agreement that relate to the Remedial Investigation/Feasibility Study (RI/FS) pursuant to Section 120(e)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(e)(1), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. No. 99-499 (hereinafter jointly referred to as CERCLA), and Sections 6001, 3008(h) and 3004(u) and (v) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v) as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA) (hereinafter jointly referred to as RCRA), and Executive Order 12580.

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

1.3 The Air Force enters into those portions of this Agreement that relate to the RI/FS pursuant to CERCLA Section 120(e)(1), 42 U.S.C. Section 9620(e)(1), RCRA Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v), Executive Order 12580, the National Environmental Policy Act, 42 U.S.C. Section 4321, and the Defense Environmental Restoration Program (DERP), 10 U.S.C. Section 2701 *et seq.*

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

II. DEFINITIONS

Except as noted below or otherwise explicitly stated, the definitions provided in CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) shall control the meaning of terms used in this Agreement.

2.1 "Accelerated Operable Unit" or "AOU" shall mean a remedial action, which prevents, controls, or responds to a release or threatened release of hazardous substances, pollutants, and contaminants where prompt action is necessary, but a response under removal authorities is not appropriate or desirable. The purpose of an AOU is to allow the Parties to proceed with a remedial action for that Operable Unit prior to completion of the final Record of Decision (ROD) for the total remedial action. AOUs are particularly appropriate where the size and complexity of the total remedial action would seriously delay implementation of independent parts of the action. AOUs will only proceed after complying with applicable procedures in the NCP, and the Parties shall make every effort to expedite these procedures. It is not intended that AOUs diminish the requirements for or delay the conduct of a total remedial action.

2.2 "Agreement" shall refer to this document and shall include all Appendices to this document. All such Appendices are integral parts of this Agreement and shall be enforceable to the extent provided herein.

2.3 "Applicable Maryland law" or "applicable state law" shall mean all Maryland laws administered by the Maryland Department of the Environment determined to be applicable under this Agreement. The term shall include all state laws determined to be Applicable or Relevant and Appropriate Requirements (ARARs).

2.4 "Applicable or Relevant and Appropriate Requirements" or "ARARs" shall mean "legally applicable" or "relevant and appropriate" requirements, standards, criteria or limitations, as those terms are used in Section 121 of CERCLA, 42 U.S.C. Section 9621, and as defined in the NCP.

2.5 "Air Force" shall mean the United States Department of the Air Force, including Joint Base Andrews, their employees, members, successors and authorized representatives, and assigns. The Air Force shall also include the United States Department of Defense (DoD) to the extent necessary to effectuate the terms of the Agreement, including, but not limited to, appropriations and Congressional reporting requirements

2.6 "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended by the Superfund

Amendments and Reauthorization Act of 1986, (SARA) Public Law No. 99-499, and any amendments thereto.

2.7 "Community Relations" shall mean the program to inform and involve the public in the installation restoration, CERCLA and RCRA processes and to respond to community concerns.

2.8 "Days" shall mean calendar days, unless business days are specified. Any submittal, written statement of position, or written statement of dispute, which, under the terms of this Agreement, would be due on a Saturday, Sunday, Federal or state holiday shall be due on the following business day.

2.9 "Deadlines" shall mean the Near Term Milestones specifically established for the current fiscal year under the Site Management Plan. Deadlines are subject to stipulated penalties in accordance with Section XXI – STIPULATED PENALTIES.

2.10 "Deliverable Documents" shall mean those required documents listed as Primary and Secondary Documents under this Agreement.

2.11 "Documents" or "records" shall mean any documents, writings, correspondence, and all other tangible things on which information has been stored that relates to this Agreement or to any activities to be undertaken relating to this Agreement.

2.12 "EPA" or "U.S.EPA" or "Agency" shall mean the United States Environmental Protection Agency, its employees, agents, authorized representatives, successors and assigns.

2.13 "Facility" shall mean that property owned by the United States and operated by the U.S. Department of the Air Force, including that portion known as Joint Base Andrews, Maryland, and including all areas identified in Appendices A through E. This definition is for the purpose of describing a geographical area and not a governmental entity.

2.14 "Fiscal year" shall mean the time period used by the United States Government for budget management and commences on October 1 and ends on September 30 of the following calendar year.

2.15 "Focused Feasibility Study" or "FFS" shall mean a comparison of alternatives, which concentrates on a particular contaminated medium or a discrete portion of the Site that does not need added investigation in order to progress forward in the remedial process.

2.16 "Guidance" shall mean any requirements or policy directives issued by EPA that are of general application to environmental matters and which are otherwise applicable to the Air Force's work under this Agreement.

2.17 "Interim Remedial Action" shall mean all discrete Remedial Actions, including, but not limited to, Accelerated Operable Units (AOUs), implemented prior to a final Remedial Action that are taken to prevent or minimize the release of hazardous substances, pollutants, or contaminants.

2.18 "Joint Base Andrews " or "the Base" shall mean Joint Base Andrews, formerly called Andrews Air Force Base, located in Prince George's County, Maryland.

2.19 "Land Use Controls" or "LUCs" shall mean any restriction or administrative action, including engineering and institutional controls, arising from the need to reduce risk to human health and the environment.

2.20 "MDE" shall mean the Maryland Department of the Environment and its authorized employees and its authorized representatives.

2.21 "Milestones" shall mean the dates established by the Parties in the Site Management Plan for the initiation or completion of Primary Actions and the submission of Primary Documents and Project End Dates. Milestones shall include Near Term Milestones, Out Year Milestones, Primary Actions, and Project End Dates.

2.22 "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, and any amendment thereto.

2.23 "Near Term Milestones" shall mean the Milestones within the current fiscal year (FY), the next fiscal year or "budget year" (FY+1), and the year for which the budget is being developed or "planning year" (FY+2).

2.24 "On-site" shall have the meaning as defined in the NCP.

2.25 "Operable Unit" or "OU" shall mean a discrete action that comprises an incremental step toward comprehensively remediating the Site. This discrete portion of a remedial response manages migration, or eliminates or mitigates a release, threat of release, or pathway of exposure related to the Site. Operable Units may address geographical portions of the Site, specific Site problems, or initial phases of an action, or may consist of any set of actions performed over time or any actions that are concurrent but located in different parts of the Site. The cleanup of the Site can be divided into a number of Operable Units, depending on the complexity of the problems associated with the Site. The term "Operable Unit" is not intended to refer to the term "operating unit" as used in RCRA. All Operable Units shall be addressed in accordance with the NCP, EPA Guidance and the requirements of CERCLA.

2.26 "Out Year Milestones" shall mean the Milestones within those years occurring after the planning year until the completion of the cleanup or phase of the cleanup (FY+3 through Project End Date).

2.27 "Parties" shall mean the Air Force and EPA.

2.28 "Primary Actions" as used in these definitions shall mean those specified major, discrete actions that the Parties identify as such in the Site Management Plan. The Parties should identify all major, discrete actions for which there are sufficient information to be confident that the date for taking such action is implementable.

2.29 "Project End Dates" shall mean the dates established by the Parties in the Site Management Plan for the completion of major portions of the cleanup or completion of the cleanup of the facility. The Parties recognize that, in many cases, a higher degree of flexibility is appropriate with Project End Dates due to uncertainties associated with establishing such dates.

2.30 "Project Manager" shall mean each person designated by the Parties to represent that Party's interests and manage all response actions undertaken at the Site.

2.31 "RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, (HSWA), Public Law No. 98-616, and any amendments thereto.

2.32 "Record(s) of Decision" or "ROD(s)" shall be the public document(s) that select(s) and explain(s) which cleanup alternative(s) will be implemented at the Site, and includes the basis for the selection of such remedy(ies). The bases include, but are not limited to, information and technical analyses generated during the RI/FS and consideration of public comments and community concerns.

2.33 "Schedule" shall mean a timetable or plan that indicates the time and sequence of events.

2.34 "Site" shall include areas within the Facility, and any other areas, where a hazardous substance, hazardous waste, hazardous constituent, pollutant, or contaminant from the Facility has been deposited, stored, disposed of, or placed, or has migrated or otherwise come to be located. The Site is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9). This definition is not intended to include hazardous substances or wastes intentionally transported from the Facility by motor vehicle.

2.35 "Site Management Plan" or "SMP" shall mean a planning document entitled "Joint Base Andrews, Maryland Site Management Plan," prepared specifically under Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN, which contains timetables, plans, or Schedules that indicate the times and sequences of events. The Site Management Plan will be used as a management tool in planning, reviewing and setting priorities for all response activities at the facility. Milestones developed under the terms of this Agreement are listed in the SMP. Deadlines listed in the SMP are subject to stipulated penalties in accordance with Section XXI – STIPULATED PENALTIES.

2.36 "Solid Waste Management Unit" or "SWMU", as defined pursuant to RCRA, shall mean any discernible unit at which solid wastes have been placed at any time, irrespective of whether the unit was intended for the management of solid and/or hazardous waste. Such units include any area at a facility at which solid wastes have been routinely and systematically released.

2.37 "Target Dates" shall mean dates established for the completion and transmission of Secondary Documents. Target Dates are not subject to dispute resolution and they are not Milestones.

2.38 "Transmit" shall mean the following: any document or notice to be transmitted by a certain date will be considered as transmitted on time if: (1) it is provided to the carrier on a next day mail basis no later than the day before it is due to be delivered according to the requirements of this Agreement; (2) it is hand-delivered by the due date; (3) it is sent by certified mail return receipt requested no later than two days before it is due to be delivered according to the requirements of this Agreement. Any other means of transmission must arrive on or before the due date to be considered as timely delivered.

2.39 "Work" shall mean all activities the Air Force is required to perform under this Agreement, except those required by Section XXX – RECORD PRESERVATION.

III. PARTIES BOUND

3.1 This Agreement shall apply to and be binding upon EPA and the Air Force. The Air Force agrees to include the notices required by Section 120(h) of CERCLA in any contract for the sale or transfer of real property affected by this Agreement. Transfer or conveyance of any interest in real property affected by this Subsection 3.1 shall not relieve the Air Force of its applicable obligations under this Agreement.

3.2 The Air Force shall notify EPA of the identity and assigned tasks of each of its contractors performing Work under this Agreement upon their selection and contract award. The Air Force shall provide copies of this Agreement to all contractors performing any Work called for by this Agreement. Each Party shall be responsible for ensuring that its contractors comply with the terms and conditions of this Agreement.

3.3 This Section shall not be construed as an agreement to indemnify any person.

IV. PURPOSE

4.1 The general purposes of this Agreement are to:

4.1.1 Ensure that the environmental impacts associated with past and present activities at the Site are thoroughly investigated and appropriate remedial action taken as necessary to protect the public health, welfare and the environment;

4.1.2 Establish a procedural framework and Schedule for developing, implementing and monitoring appropriate response actions at the Site in accordance with CERCLA, as amended by SARA, the NCP, Superfund Guidance and policy, RCRA, RCRA Guidance and policy, and applicable Maryland law; and

4.1.3 Facilitate cooperation, exchange of information and participation of the Parties in such actions.

4.2 Specifically, the purposes of this Agreement are to:

4.2.1 Identify interim remedial action (IRA) alternatives, which are appropriate at the Site prior to the implementation of final remedial actions(s) for the Site. The IRA alternatives shall be identified and proposed to the Parties as early as possible prior to formal proposal of IRAs to EPA pursuant to CERCLA and applicable Maryland law. This process is designed to promote cooperation among the Parties in identifying IRA alternatives prior to selection of final IRAs.

4.2.2 Establish requirements for the performance of an RI to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release and threatened release of hazardous substances, pollutants or contaminants at the Site and to establish requirements for the performance of an FS for the Site to identify, evaluate and select alternatives for the appropriate remedial action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants or contaminants at the Site in accordance with CERCLA and applicable Maryland law.

4.2.3 Identify the nature, objective and Schedule of response actions to be taken at the Site. Response actions at the Site shall attain that degree of cleanup of hazardous substances, pollutants or contaminants mandated by CERCLA and applicable Maryland law;

4.2.4 Implement the selected interim remedial and final remedial action(s) in accordance with CERCLA and applicable Maryland law and meet the requirements of CERCLA Section 120(e)(2) for an interagency agreement among the Parties.

4.2.5 Ensure compliance, through this Agreement, with RCRA and other Federal and Maryland hazardous waste laws and regulations for matters covered herein.

4.2.6 Coordinate response actions at the Site with the mission and support activities at Joint Base Andrews.

4.2.7 Expedite the cleanup process to the extent consistent with protection of human health and the environment.

4.2.8 Provide for operation and maintenance of any remedial action selected and implemented pursuant to this Agreement.

V. SCOPE OF AGREEMENT

5.1 This Agreement is entered into by the Parties to enable the Air Force to meet the provisions of CERCLA, 42 U.S.C. Section 9601 et seq., and RCRA Sections 3004(u) and (v) and 3008(h), as amended, 42 U.S.C. Sections 6924(u) and (v) and 6928(h).

5.2 This Agreement is intended to cover the investigation, development, selection, and implementation of response actions for releases or threatened releases of hazardous substances, contaminants, hazardous wastes, hazardous constituents, or pollutants at or from the Site. This Agreement covers all phases of remediation for these releases, bringing together into one

agreement the requirements for remediation as well as the system the Parties will use to determine and accomplish remediation, ensuring the necessary and proper level of participation by each Party. Although all such releases at the Site are not currently known, the Agreement establishes the system for dealing with those undiscovered releases. To accomplish remediation of those undiscovered releases, the Parties will establish Schedules and Deadlines as necessary and as information becomes available and, if required, amend this Agreement as needed.

5.3 This Agreement is intended to address and satisfy any of Joint Base Andrews's RCRA corrective action obligations, which relate to the release(s) of hazardous substances, hazardous wastes, hazardous constituents, pollutants, or contaminants at or from all areas addressed under future corrective action permits. This Agreement is not intended to limit any requirements under RCRA or any other law or regulation to obtain permits, and is not intended to affect the treatment, storage, or disposal by Joint Base Andrews of hazardous wastes. This Agreement is not intended to encompass response to spills of hazardous substances from ongoing operations unless those spills occur in conjunction with CERCLA removal actions or remedial actions pursuant to this Agreement.

5.4 The scope of this Agreement extends to the entire Site, as listed in the Federal Register proposing the Site for the National Priorities List (NPL) and as provided for in this Agreement. A release at the Site cannot be deleted from the NPL unless it is determined, in accordance with CERCLA, the NCP, and this Agreement, that the Air Force has implemented all appropriate response actions for such release, and that the release at the Site no longer poses a threat to human health or the environment. All response actions at the Site shall occur in discrete locations termed Military Munitions Response Program (MMRP) Sites or Operable Units (OUs) identified at the Site pursuant to this Agreement.

5.5 Any response action in progress on the Effective Date of this Agreement shall be subject to the obligations and procedures of this Agreement.

5.6 The Parties agree to expedite the initiation of response actions at the Site, including Accelerated Operable Units (AOUs) and interim response actions, and to carry out all activities under this Agreement so as to protect the public health, welfare and the environment. Upon request, the Parties agree to provide applicable Guidance or reasonable assistance in obtaining such Guidance relevant to the implementation of this Agreement.

VI. FINDINGS OF FACT

6.1 For purposes of this Agreement, the following constitutes a summary of the findings upon which this Agreement is based. Nothing contained in this Agreement shall constitute an admission of any liability by the Air Force for any matters contained herein nor shall anything in this Agreement constitute an admission by the Air Force with respect to any finding of fact or any legal determination noted herein.

6.2 Joint Base Andrews is located in Prince George's County, Maryland, five miles southeast of Washington, D.C. It occupies approximately 4,300 acres and consists of runways, airfield

operations, an industrial area, and housing and recreational facilities. Military and civilian personnel work and live on-base.

6.3 Past operational activities at Joint Base Andrews have resulted in releases of hazardous substances, pollutants, and contaminants into soil, sediment, surface water, and groundwater at Sites across the Base. Environmental investigations began in 1985 with a Phase I Records Search to identify areas that could require environmental investigation. Environmental investigations and actions are being pursued under the Air Force's Environmental Restoration Program (ERP). The ERP, formerly called the Installation Restoration Program, was developed by the Department of Defense in 1981 to identify, investigate, and clean up former disposal sites on military bases.

6.4 EPA proposed Joint Base Andrews (by its former name, Andrews Air Force Base) to be added to the National Priorities List (NPL) on July 28, 1998; the listing was finalized on May 10, 1999.

6.5 The Brandywine Defense Reutilization and Marketing Office, designated as Site SS-01 in tracking documents, is a separate NPL site and is the subject of a separate agreement. Three other sites, the Davidsonville Transmitter (SS-11), the Brandywine Receiver Site (WP-16), and the Brandywine USTs (ST-15) are located off-base and are not included in the Joint Base Andrews NPL Site or this Agreement. Other sites, listed in Appendix C, are currently regulated by the Maryland Department of the Environment (MDE), Oil Control Program and Federal Facilities Program, or have otherwise been addressed by other programs and are not subject to this Agreement.

6.6 In 1988, the State of Maryland conducted a RCRA Facility Assessment at Joint Base Andrews, which identified 78 Solid Waste Management Units (SWMUs) as sites requiring further environmental assessment. All 78 SWMUs have undergone varying degrees of investigation.

6.6.1 Of the 78 SWMUs identified in 1988, five are regulated by the MDE Oil Control Program. Those SWMUs plus other oil-contaminated sites more recently identified are not included in the ERP for CERCLA response, nor this Agreement, because the contamination source is petroleum, which is exempt from CERCLA pursuant to CERCLA Section 101(14). The five SWMUs identified in the 1988 Facility Assessment, plus the other oil-contaminated sites, are listed in Appendix C.

6.6.2 EPA and the Air Force have concurred with the close out of 41 SWMUs that require no further action; the 41 SWMUs are listed in Appendix D with two similarly closed out areas of concern (AOCs).

6.6.3 EPA and the Air Force agreed to either incorporate the remaining SWMUs into existing ERP Sites or investigate and, if necessary, address as new ERP Sites or MDE oil control program sites or close out with a no-action decision, with the exception of SWMU-75, which the Air Force intends to address as a removal in accordance with Section XVIII of this Agreement.

6.7 The Sites listed in Appendices A, B, and E either require or have required investigation or remedial action under CERCLA. They form the initial list of Operable Units, as that term is defined in Paragraph 2.25 of this Agreement, and they are subject to this Agreement.

6.7.1 A Record of Decision (ROD) has been issued for seven ERP Sites (FT-03, FT-04, LF-05, ST-10, ST-14, SD-23, and FT-02). Of these, FT-04, ST-10, and ST-14 are in the remedial action and/or long-term operation, maintenance, and monitoring phase. A draft ROD is pending for SS-27. The Sites for which RODs have been issued are listed in Appendix B and described below.

6.7.1.1 FT-03. Fire Training Area Number 2 is located to the south-southwest of the airfield and was previously identified as FT-2 Fire Protection Training Area No. 2 in the Phase I Records Search (June 1985). The Site was used as a fire training area from 1959 to 1972. Wastes including solvents, paint, oils, and lubricants were released into bermed areas and ignited. Protein foams and chlorobromomethane were used to extinguish the fires. An adjacent area was used to store flammable liquid wastes. Some landfill activity may have occurred near this area in the late 1940s. Unconfirmed reports suggested that a small area adjacent to the bermed areas was used to bury several hundred five-gallon cans of unleaded gasoline; however, test pits and an extensive magnetic survey in this area did not locate any five-gallon containers. A golf course now covers FT-03. An RI was completed in November 2007, and an FS was completed in January 2008. The RI determined that, although groundwater contaminants do not exceed maximum contaminant levels (MCLs) under the Safe Drinking Water Act, a risk would be presented to a future resident from exposure to naphthalene, benzo[a]pyrene, chromium, and arsenic in groundwater. In addition, the RI determined that naphthalene in soil presented an unacceptable risk by inhalation under the future residential scenario. In September 2008, a ROD was signed that selected institutional controls and groundwater monitoring as the remedy. As of September 2009, the institutional controls required in the ROD have been implemented and the groundwater monitoring portion of the remedy is in the remedial design stage.

6.7.1.2 FT-04. Fire Training Area Number 4 is located near the southeast corner of Joint Base Andrews, and was used as a fire training area from 1973 to 1990. Waste petroleum hydrocarbons and flammable solvents were released into a bermed area, ignited, and then extinguished. All liquids then flowed through an oil-water separator and into a leaching pond. In 1992, the Air Force conducted a removal action in which the oil-water separator, leachate pond and visible affected soil were removed, dewatered and disposed off-site. In 1996, the Air Force constructed and installed a vacuum-enhanced product recovery system as a pilot study; however, the system was shut down in September 2000 because monitoring reports indicated that it was not efficient or effective. An RI was completed in 2005, which concluded that contamination in soil does not pose an unacceptable risk to human health but that contamination in groundwater could pose an unacceptable risk from exposure to carbon tetrachloride, manganese, arsenic and benzene. A treatability study was conducted in 2004 to evaluate the possibility of using Hydrogen Release Compound (HRC) to remediate the solvent-contaminated groundwater at the Site by stimulating the microbial communities that consume carbon tetrachloride. The ROD was signed in November 2005 and requires institutional controls to prevent human exposure to groundwater and groundwater monitoring; the ROD also included a contingency for injection of HRC into groundwater depending upon the rate of remediation following the treatability study. Groundwater monitoring indicated the presence of contamination upgradient of the location of the injections undertaken in 2007, so additional HRC was injected in accordance with the contingency provided for in the ROD. During construction of a building at the Site, several monitoring wells were destroyed; the wells were abandoned, and replacement wells were installed.

6.7.1.3 LF-05. Leroy's Lane Landfill is a former landfill located in the southeastern corner of Joint Base Andrews, which was previously identified as D-1 in the 1985 Phase I Records Search. The Site is approximately 12 acres in size and was used as a disposal area from the late 1950s through the 1980s for sludge from the base wastewater treatment plants and for waste solvents, paints, oils, general refuse, construction rubble and fly ash. Two 25,000-gallon USTs that stored waste oil near the northwest portion of the Site have been removed. Disposal practices at the landfill were discontinued in the 1980s and the Site was covered with clean fill. An RI conducted from 2001 through 2006 determined that volatile organic compounds and polychlorinated biphenyls in groundwater and volatile organic compounds and metals in soil pose an unacceptable risk to human health; the RI also determined that lead poses an ecological risk in sediment. The RI also indicated that the groundwater contaminant plume, which extends beyond the Site onto private property beyond Joint Base Andrews, poses an unacceptable risk to human health from volatile organic compounds. A pre-remedial design investigation was conducted in 2006 to delineate the extent of a non-aqueous phase liquid hot spot identified in the RI; the investigation concluded that the hot spot is smaller than estimated in the RI, consists of trichloroethane and methylene chloride, is located above the water table, and is separated from groundwater by clay. An FS was completed in January 2007, and a Proposed Plan was issued to the public for comment on August 9, 2008. The ROD was signed in July2009 and selects a remedy consisting of the following components: (1) a single-barrier soil cap, (2) excavation and disposal of lead-contaminated sediment, (3) permeable reactive barrier groundwater treatment system on-base, (4) injection of reactive substrate to treat groundwater off-base, (5) groundwater monitoring, and (6) institutional controls.

6.7.1.4 ST-10. The PD-680 Spill Site is located on the northwest side of the Joint Base Andrews airfield and resulted from underground storage tanks (USTs) located near a vehicle wash rack that leaked PD-680 solvent. ST-10 includes SWMU5, SWMU6, SWMU30 and SWMU61. Other USTs at the Site contained glycol, waste oil, and jet fuel. These tanks have been removed from the Site; the glycol UST was replaced in 1997 with a fiberglass UST. An RI was completed in 2005, which determined that contamination in soil did not pose an unacceptable risk but that naphthalene, vinyl chloride, arsenic and benzene did present an unacceptable risk to human health. In 2004 and 2005, a treatability study was undertaken in which a reagent designed to release oxygen was injected into the groundwater contamination plumes to enhance bioremediation of benzene and naphthalene. The study indicated that concentrations of contaminants posing a human health risk were reduced by the treatment. A ROD for the Site was signed in September 2005, which selected groundwater monitoring and institutional controls as the remedy, with a contingency for further enhanced bioremediation if concentrations of contaminants posing an unacceptable risk did not decline at a specified rate.

6.7.1.5 ST-14. East Side Service Station Tank Site is located in the northeast quadrant of Joint Base Andrews on Fetchet Avenue. In the early 1980s, the Site was investigated in response to gasoline leaks from USTs and the ancillary piping system associated with Building 3487, the East Side Service Station. In 1983, the USTs were removed and 20,000 gallons of gasoline was recovered from an excavation trench at the Site. Subsequent studies delineated commingled solvent plumes consisting of trichloroethene, benzene, carbon tetrachloride, toluene, vinyl chloride, and xylenes extending from the flight line toward the northeast, which encompassed approximately 68 acres. A former hangar and vehicle wash racks were among several suspected sources for these solvent plumes. The plumes have been confirmed to reach a tributary to Cabin

Branch Creek, which eventually flows off the base. Concentrations detected in seeps into the creek were at the MCLs. An RI was completed in March 2006, which found that the soil and groundwater posed an unacceptable risk to human health and the environment from solvent contamination. A final ST-14 Source Area Investigation was completed in July 2007 and included SWMU-17, SWMU-18, SWMU-30, SWMU-39, and the Fire Truck Maintenance Area. A ROD was signed in September 2007, which selected groundwater injections of carbon substrate and oxygen-releasing compound to create reactive barriers for two plumes, coupled with groundwater monitoring and institutional controls as the remedy.

6.7.1.6 SD-23. The Sludge Disposal Area was created in the 1960s when waste water treatment sludge from the White Plains Treatment Plant on the Potomac River was disposed of on the airfield of Joint Base Andrews in six-inch lifts for grading purposes and to promote vegetative growth. The RI was completed in 2006 and determined that there is no unacceptable risk to human health and/or the environment presented by the Site. A ROD selecting no action was signed in May 31, 2007.

6.7.1.7 FT-02. Fire Training Area 1 is located on the west side of the airfield. The Site was used as a fire training area from 1948 to 1958 where waste flammable liquids (including waste fuel, lubricants, and solvents) were released and ignited within a bermed area. Fires were extinguished with protein foams, carbon tetrachloride, and chlorobromomethane. An adjacent area was used to temporarily store 55-gallon drums of waste oil, jet fuel, paint thinner and other flammable liquid wastes prior to training events. The storage area was completely regraded during flightline construction in the 1960s. The RI was completed in February 2008, and an FS was completed in August 2008. The RI determined that the groundwater is contaminated with carbon tetrachloride, trichloroethene and tetrachloroethene at levels that present an unacceptable risk to human health. A ROD for the Site, selecting injection of a carbon substrate to enhance bioremediation with groundwater monitoring and institutional controls, was signed in September 2009.

6.7.2 An RI is required for the following Sites, listed in Appendix A and described below. As of March 2011, a ROD had not yet been issued for the Sites listed below.

6.7.2.1 LF-06. Landfill 06, previously identified by Joint Base Andrews as D-3 in the 1985 Phase I Records Search, is approximately 30 acres in size and located on the south side of the base immediately adjacent to the south end of the west runway. LF-06 operated from the 1950s to the 1960s as a disposal site for construction debris as well as miscellaneous commercial and household wastes. LF-06 drains towards Piscataway Creek, located immediately east of the Site. An RI was completed in June 2007 and submitted to EPA. A work plan for a supplemental RI was completed and submitted to EPA in January 2009.

6.7.2.2 LF-07. Landfill 07, previously identified as D-4 in the 1985 Phase I Records Search, is approximately 60 acres in size and located immediately south of LF-06 on the south base perimeter. LF-07 operated from the 1960s to the 1980s as a disposal site for primarily construction debris but also for chemical and household wastes. A golf course now covers a part of LF-07. LF-07 drains towards Piscataway Creek, located immediately to the east. An RI was completed in June 2007 and submitted to EPA. A work plan for a supplemental RI was completed and submitted to EPA in January 2009.

6.7.2.3 Base Lake North Area (BLNA). BLNA, previously identified as D-2 in site documents, was operated from 1943 to 1955, and was identified by EPA historical aerial photographic interpretation as a landfill waste disposal area. This Site is being investigated with LF-06 and LF-07. The Site is located west of LF-07. An RI was completed in June 2007 and submitted to EPA. A work plan for a supplemental RI was completed and submitted to EPA in January 2009.

6.7.2.4 Joint Base Andrews Defense Reutilization and Marketing Office. This Site operated as a storage and reuse facility and is located adjacent to LF-06. The Site is currently being studied as part of the supplemental RI for LF-06, LF-07 and BLNA.

6.7.2.5 AOC-33. Piscataway Creek was included in the hazard ranking score when Joint Base Andrews (by its former name, Andrews Air Force Base) was proposed for inclusion on the NPL. The Site was included in the RI that was submitted to EPA in June 2007 for LF-06, LF-07, and BLNA. A work plan for a supplemental RI was completed and submitted to EPA in January 2009.

6.7.2.6 SS-26. Hangar 15 was used for aircraft, vehicles, and equipment storage and maintenance from 1947 through its demolition in 1998. It was located on East Perimeter Road, south of Hanger 13 (SS-22), and adjacent to the East Operational Apron. Formerly referred to as AOC-30, the Preliminary Assessment (PA) and Site Inspection (SI) were completed in 2007 and indicated that oil and solvent spills were evident by stains observed on the hangar floor and apron observed.

6.7.2.7 SS-27. Former Dry Cleaner Building 1623 was initially used as a snack bar and a television repair shop. The Army and Air Force Exchange Service (AAFES) operated a dry cleaning facility at the building from the early 1980s to 1996. The building was demolished in 1996 when the dry cleaning operation ceased. The RI, completed in 2009, confirmed that solvents are present in the soil and shallow groundwater at the Site. A draft FS was completed in June 2009, and the public comment period for the Proposed Plan was from September 30, 2009 to October 30, 2009.

6.7.2.8 SS-28. The Former Fire Truck Maintenance Facility consists of Building 1206, SWMU-2 and SWMU-40. Building 1206 has been a gas station and maintenance facility for fire trucks since 1980 and currently houses vehicles for the executive drivers vehicle fleet. SWMU-2 was a 250-gallon aboveground storage tank for waste oil, and SWMU-40 was a small waste accumulation point consisting of several 55-gallon drums containing vehicle waste fluids, such as used motor oil. SS-28 compliance activities have included repair of a leaking fuel delivery line, upgrade of two diesel oil USTs, building renovation in 1996, removal of two three-ton hydraulic lifts in 1997, removal of the two diesel oil USTs and a 25,000-gallon motor gasoline UST in late 1998, removal of a 1,000-gallon fuel oil UST, and installation of a 20,000-gallon diesel oil UST and 20,000-gallon MOGAS UST and related product-delivery lines in 1999. An initial investigation, entitled "Final Preliminary Assessment/Site Investigation, SS-28, Andrews AFB, Maryland," was completed in October 2007.

6.7.2.9 OWS 3460. The tank at building 3460 was a 5,000-gallon concrete vessel used as an oil/water separator. The tank was removed due to impaired structural integrity.

6.7.2.10 UST-3227. A 1,000-gallon waste oil tank located near building 3227 was removed in 1996. The Air Force is investigating the Site concurrently with investigation of SWMU-12.

6.7.2.11 SWMU-12. The 550-gallon waste oil UST is located at the District of Columbia Air National Guard motor pool. The Air Force is investigating the Site concurrently with investigation of UST-3227.

6.7.2.12 SWMU-56. This area, also known as the Civil Engineering Storage Yard or HW-2, was used to store hazardous wastes, paints, thinners, asphalt, transformers and construction materials.

6.7.2.13 D-5. This area is a former landfill.

6.7.2.14 SWMU-69. This location is also called Fire Protection Training Area 3, or FT-3. Fire training was undertaken at FT-3 by the H-43 Helicopter Squadron in the 1960s and 1970s.

6.7.3 The Department of Defense, pursuant to 10 U.S.C. Section 2710, established the MMRP under DERP to address unexploded ordnance (UXO), discarded military munitions (DMM), and munitions constituents (MC) at defense sites other than operational ranges. Appendix E lists initial MMRP sites at Joint Base Andrews suspected to contain UXO, DMM, or MC. Either Party to this Agreement may, after site inspection is complete at an MMRP site, propose the site as an Operable Unit under this Agreement, using the procedures in Subsection 9.2.2. The sites are listed in Appendix E of this Agreement and described below.

6.7.3.1 MMRP Site 34 (TS345). The Skeet and Trap Club is an approximate eight-acre skeet range that was active from approximately 1964 to 1999. The range is located southwest of the flight line within the flight line security fence.

6.7.3.2 MMRP Site 35. The Old Skeet Range is a site of approximately 33-acres that was active from an unknown date until it was taken out of operation in 1964. The site is located at the south end of the flight line, a few hundred feet southeast of the western runway overrun.

6.7.3.3 MMRP Site 36. The Small Arms Range was less than one acre in size and was constructed in 1959. It was shut down in 1986, when the current active small arms range was constructed, and demolished in 2000. It was located at the south end of the flight line on Watertown Road, within the flight line security fence.

6.7.3.4 MMRP Site 37. Rifle Range I is a site of unknown acreage. The only documentation indicating the existence of this range is a 1951 topographic map depicting Rifle Range I as being located where Wisconsin Road and South Perimeter Road currently intersect.

6.7.3.5 MMRP Site 38. Rifle Range II was approximately six acres in size and constructed sometime between 1953 and 1961 as indicated from a review of available historical aerial photographs. It is unknown when the range was deactivated; the Site is currently used as a golf course. It was located at the south end of Warfield Road, east of Base Lake.

6.7.3.6 MMRP Site 39. The Firing In-Butt was less than one acre in size and was constructed in 1943 southeast of the eastern end of the former Runway No. 10. Historical documents suggest that it was demolished during the reconstruction and redevelopment of the runways and flight line in the early 1950s. This site is located at the south end of Runway 01L in the corner where the taxiway meets the over run.

6.7.4 There are four sites where the Air Force intends to undertake investigation and address by a removal, in accordance with Section XVIII of this Agreement, any release or threat of release

of a hazardous substance posing an unacceptable risk to human health and the environment. The four sites to be addressed are described below.

6.7.4.1 CB-C501. The Historic Base Chapel 2 is surrounded by mowed grass. Paint scraping and repainting work may have released lead into the soil.

6.7.4.2 CS-C503. During the construction of a retention pond at the intersection of Arnold Avenue and North Perimeter Road, PCBs were discovered in the excavated sediment, which were removed and disposed off-site. The source of the PCBs and the extent of PCB-contamination remaining, if any, are unknown.

6.7.4.3 OT-C505. This site is also called SWMU-76. The site is soil surrounding a water tower located east of the Air National Guard headquarters that was sandblasted in 1990 and 1991. Paint samples indicate lead levels above 20 percent; however, soil sampling undertaken in 2001 identified only one sample that exceeded EPA's action level of 400 parts per million.

6.7.4.4 SWMU-75. This site is soil surrounding a water tower located near building 4614. Soil sampling in 2001 revealed lead contamination above EPA's action level. In 2003, the Air Force undertook a removal which excavated 148 tons of lead-contaminated soil. However, no sampling was conducted from beneath an asphalt playground surface nearby.

6.7.5 Compliance Sites. In April 2009, the Air Force conducted a survey of 48 other sites requiring review for environmental impacts which had not been managed under the ERP (informally termed "Compliance Sites") to determine the status of the sites and their eligibility for funding under the Defense Environmental Restoration Act. Of the 48 sites, 37 sites were identified as being primarily petroleum release sites and are being managed under the MDE oil control program, and 11 sites were identified as potentially requiring CERCLA response.

6.7.5.1 The 11 sites identified in the April 2009 survey of Compliance Sites as potentially requiring CERCLA response have been either incorporated into the ERP program as sites requiring a remedial investigation or dropped from further investigation when initial investigation indicated that the site does not pose an unacceptable risk to human health or the environment.

VII. EPA DETERMINATIONS

7.1 The following constitutes a summary of the determinations relied upon by EPA to establish its jurisdiction and authority to enter into this Agreement. None of these determinations shall be considered admissions to any person, related or unrelated to this Agreement, for purposes other than determining the basis of this Agreement or establishing the jurisdiction and authority of the Parties to enter into this Agreement.

7.2 The United States Department of the Air Force is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).

7.3 Joint Base Andrews is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9), and 10 U.S.C. Section 2701 *et seq.*, and is subject to the Defense Environmental Restoration Program.

7.4 The United States is the owner and operator of Joint Base Andrews as defined in Sections 101(20) and 107(a)(1) of CERCLA, 42 U.S.C. Sections 9601(20) and 9607(a)(1). The Air Force is the DoD component charged with fulfilling the obligations of the owner/operator under CERCLA at Joint Base Andrews. With respect to Joint Base Andrews, the Secretary of Defense has delegated to the Air Force the CERCLA authority vested in him by Executive Order 12580. The Air Force is also the "lead agency," as defined in 40 C.F.R. § 300.5, for planning and implementing response actions under CERCLA at Joint Base Andrews.

7.5 There has been a release or a substantial threat of a release of hazardous substances, pollutants, contaminants, hazardous wastes or constituents at or from the Facility.

7.6 The actions provided for in this Agreement are not inconsistent with the NCP.

7.7 The actions provided for in this Agreement are necessary to protect the public health, welfare, and the environment.

7.8 This Agreement provides for the expeditious completion of all necessary response actions.

VIII. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

8.1 The Parties intend to integrate the Air Force's CERCLA response obligations and RCRA corrective action obligations which relate to the release(s) of hazardous substances, hazardous wastes, pollutants or contaminants covered by this Agreement into this comprehensive Agreement. Therefore, the Parties intend that activities covered by this Agreement will be deemed to achieve compliance with CERCLA, 42 U.S.C. Section 9601 *et seq.*; to satisfy the corrective action requirements of RCRA Sections 3004(u) and (v), 42 U.S.C. Sections 6924(u) and (v), for a RCRA permit, and RCRA Section 3008(h), 42 U.S.C. Section 6928(h), for interim status facilities; and to meet or exceed all applicable or relevant and appropriate Federal and State laws and regulations, to the extent required by CERCLA Section 121, 42 U.S.C. Section 9621 and applicable Maryland law.

8.2 Based upon the foregoing, the Parties intend that any remedial action selected, implemented and completed under this Agreement will be deemed by the Parties to be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further corrective action under RCRA (i.e., no further corrective action shall be required). The Parties agree that, with respect to releases of hazardous waste covered by this Agreement, RCRA shall be considered an applicable or relevant and appropriate requirement pursuant to CERCLA Section 121, 42 U.S.C. Section 9621.

8.3 The Parties recognize that the requirement to obtain permits for response actions undertaken pursuant to this Agreement shall be as provided for in CERCLA and the NCP. The Parties further recognize that ongoing hazardous waste management activities at Joint Base Andrews may require the issuance of permits under Federal and Maryland laws. This Agreement does not affect the requirements, if any, to obtain such permits. However, if a permit

is issued to Joint Base Andrews for ongoing hazardous waste management activities at the Site, U.S. EPA shall reference and incorporate any appropriate provisions, including appropriate schedules (and the provision for extension of such schedules), of this Agreement into such permit. With respect to those portions of this Agreement incorporated by reference into permits, the Parties intend that judicial review of the incorporated portions shall, to the extent authorized by law, only be reviewed under the provisions of CERCLA.

8.4 Nothing in this Agreement shall alter the Air Force's authority with respect to removal actions conducted pursuant to CERCLA Section 104, 42 U.S.C. Section 9604.

IX. WORK TO BE PERFORMED

9.1 The Parties recognize that background information exists and has been reviewed prior to developing the Work Plans required by this Agreement. The Air Force need not halt currently ongoing work but may be obligated to modify or supplement work previously done to meet the requirements of this Agreement. It is the intent of the Parties to this Agreement that work done and data generated prior to the Effective Date of this Agreement be retained and utilized as elements of the RI/FS to the maximum extent feasible.

9.2 Operable Units

9.2.1 The Air Force shall develop, implement and report on Remedial Investigations and Feasibility Studies (RI/FSs) for the Operable Units listed in Appendix A and new Operable Units established under Subsection 9.2.2. If an Operable Unit is modified under Subsection 9.2.3, and RI/FS work is appropriate for the modified Operable Unit, then the Air Force shall develop, implement and report on a RI/FS for the modified Operable Unit.

9.2.2 Either Party may propose that a new Site within the facility be designated as an Operable Unit. The proposal must be in writing to the other Party and must state the reasons for designating a new Operable Unit. The proposal shall be discussed by all Project Managers within forty-five (45) days of the written notice. Dispute Resolution may be invoked if the Parties are not in agreement on the proposal of a specific Operable Unit. If Dispute Resolution is not invoked by the Parties within thirty (30) days after completion of the Project Managers' discussion concerning the proposal, or if the need for an Operable Unit is established through Dispute Resolution, the proposed new Site shall be an Operable Unit, as that term is defined in Section II – DEFINITIONS of this Agreement.

9.2.3 A Party may propose that an established Operable Unit be modified. The proposal must be in writing to the other Party, and must state the reasons for the modification. The proposal shall be discussed by the Project Managers within forty-five (45) days of the written notice. Dispute Resolution may be invoked if the Parties are not in agreement on the proposal to modify a specific Operable Unit. If Dispute Resolution is not invoked within thirty (30) days after the Project Managers' discussion concerning the modification, or if the need for modifying an Operable Unit is established through Dispute Resolution, the Operable Unit, as defined in Section II – DEFINITIONS, shall be modified.

9.2.4 In the Site Management Plan, the Air Force shall include a Schedule and Milestone(s) for submitting RI/FS Work Plan(s) for the Operable Units in Appendix A, except for those Operable Units for which RI/FS Work Plans have already been submitted. When a new Operable Unit is established under Subsection 9.2.2, the Air Force shall, in the next draft amendment to the Site Management Plan, propose a Milestone for submitting of a RI/FS Work Plan for the new Operable Unit. When an Operable Unit is modified under Subsection 9.2.3, and RI/FS work is appropriate for the modified Operable Unit, the Air Force shall, in the next draft amendment to the Site Management Plan, propose a Milestone for submitting a RI/FS Work Plan for the modified Operable Unit. The RI/FS Work Plan(s) shall contain proposed Schedules and Milestone(s) for the submittal of the RI/FS Report(s). The Schedule(s) and Milestone(s) included in the Final RI/FS Work Plan(s) shall be incorporated into the Site Management Plan in accordance with Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN of this Agreement. The development of the FS(s) will proceed in accordance with Subsection 9.2.7 of this Agreement.

9.2.5 For those Sites that the Parties determine represent a negligible or minimal risk and are strong candidates for no action, the Air Force shall submit a concise FS statement indicating negligible or minimal risks were found and no action is warranted. If the Parties determine that no action is required, a no-action Proposed Plan will be prepared. A Schedule for completing a no-action Proposed Plan will be developed in accordance with Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN of this Agreement.

9.2.6 RIs shall be conducted in accordance with the requirements and Schedules set forth in the approved RI/FS Work Plan(s) and Site Management Plan. RIs shall meet the purposes set forth in Section IV – PURPOSE, of this Agreement. A Baseline Risk Assessment shall be a component of the RIs. Final Site clean-up level criteria will only be determined following completion of the Baseline Risk Assessment.

9.2.7 The Air Force agrees it shall develop, implement and report upon a FS for areas subject to a RI. The FS shall be conducted in accordance with the requirements and Schedules set forth in the Site Management Plan. The FS shall meet the purposes set forth in Section IV – PURPOSE of this Agreement.

9.3 Procedures for Interim Remedial Actions

9.3.1 The Air Force shall implement those Interim Remedial Actions (IRA) necessary to prevent, minimize, or eliminate risks to human health and the environment caused by the release of hazardous substances, pollutants, or contaminants. An Interim Remedial Action is identified, proposed, and implemented prior to a final Remedial Action. An IRA shall attain ARARs to the extent required by CERCLA or the NCP and be consistent with, and contribute to, the efficient performance of a final Remedial Action(s) taken at an area or Operable Unit. An IRA must be protective of human health and the environment, and comply with CERCLA, the NCP, and state laws to the extent that they are legally applicable, or relevant and appropriate requirements in accordance with Section 121 of CERCLA, and this Agreement.

9.3.2 When a Party to this Agreement determines that an Interim Remedial Action is necessary for any area(s) within the Facility, such Party shall notify, in writing, the other Party, of the proposal. The Proposal Notification to the other Party under this Subsection 9.3.2 shall at a minimum include the location(s) of such area(s) within the Facility and the reason(s) the Party believes an Interim Remedial Action is required. Either Party may propose an IRA for those Operable Unit(s) most suitable for an Interim Remedial Action.

9.3.3 Within thirty (30) days of notification, either Party may request a meeting of the Parties to assist in expediting the decision to proceed with an IRA. If a dispute(s) arises over whether to address such an area(s) under this Agreement that cannot be settled between the Parties within thirty (30) days from completion of the meeting, the dispute(s) shall be immediately brought to the Dispute Resolution Committee (DRC) pursuant to Section XX – DISPUTE RESOLUTION.

9.3.4 After the determination that an Interim Remedial Action is required under this Agreement, the Air Force shall, in the next draft amended Site Management Plan, submit to EPA proposed Milestone(s) for the submission of Work Plan(s) for the performance of a Focused Feasibility Study (FFS) for the identified area(s). The Milestone(s) will be finalized in accordance with Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN. The Schedule and Milestone(s) included in the approved, final FFS Work Plan will immediately be incorporated in the Site Management Plan. The FFS shall include a limited number of proposed Interim Remedial Action alternatives. To the extent possible, the FFS shall provide an assessment of the degree to which these alternatives were analyzed during their development and screening. The Air Force shall develop, implement, and report upon each FFS in accordance with the requirements set forth in the final FFS Work Plan. The Air Force shall follow the steps outlined in Subsections 9.4.2 through 9.7.4 below.

9.4 Records of Decision and Plans for Remedial Action

9.4.1 This Subsection 9.4 shall apply to selection of remedial actions and any disputes relating thereto.

9.4.2 Within forty-five (45) days after finalization of a RI/FS or FFS, the Air Force shall submit a draft Proposed Plan to EPA for review and comment as described in Section X – CONSULTATION. Within fourteen (14) days after receiving EPA's acceptance of the Proposed Plan, the Air Force shall publish its Proposed Plan for thirty (30) days of public review and comment. During the public comment period, the Air Force shall make the Proposed Plan and supporting analysis and information available to the public in the Administrative Record. The Air Force shall hold a public information meeting during the public comment period to discuss the preferred alternative for each Remedial Action. Copies of all written and oral public comments received will be provided to the Parties. Public review and comment shall be conducted in accordance with Section 117(a) of CERCLA, 42 U.S.C. Section 9617(a), and applicable EPA Guidance.

9.4.3 Following public comment, the Air Force, in consultation with EPA and MDE, will determine if the Proposed Plan should be modified based on the comments received. These modifications will be made by the Air Force and the modified documents will be provided to

EPA for review. The Parties may recommend that additional public comment be solicited if modifications to the Proposed Plan substantially change the remedy originally proposed to the public. The determination concerning whether a Proposed Plan should be modified or whether additional public comment is necessary is subject to the dispute resolution provisions of this Agreement, Section XX – DISPUTE RESOLUTION.

9.4.4 The Air Force shall submit its draft ROD to EPA within forty-five (45) days following the close of the public comment period, including any extensions, on the Proposed Plan. The draft ROD will include a Responsiveness Summary, in accordance with applicable EPA Guidance. Pursuant to CERCLA Section 120(e)(4)(A), 42 U.S.C. Section 9620(e)(4)(A), EPA and the Air Force shall make the final selection of the remedial action(s).

9.4.5 The selection of a remedy that does not attain a legally applicable or relevant and appropriate standard, requirement, criteria or limitation is one basis on which Maryland may determine not to concur with a final remedial action plan. In accordance with CERCLA Section 121(f)(3)(A), 42 U.S.C. Section 9621(f)(3)(A), at least thirty (30) days prior to the publication of the Air Force's final remedial action plan, if the Air Force proposes to select a remedial action that does not attain a legally applicable or relevant and appropriate standard, requirement, criteria or limitation, the Air Force shall provide an opportunity for MDE to concur or not concur in the selection of such plan. If MDE concurs or does not act within thirty (30) days of receipt of notification by the Air Force of pending publication of the final remedial action plan, the remedial action may proceed. If MDE does not concur, it may act pursuant to Section 121(f)(3)(B) of CERCLA, 42 U.S.C. Section 9621(f)(3)(B).

9.4.6 If EPA and the Air Force are unable to reach agreement on the selection of the remedy, after exhausting the Dispute Resolution process set forth in Section XX – DISPUTE RESOLUTION, then the Administrator shall select the remedy in accordance with all applicable laws and procedures.

9.4.7 Notice of the final ROD shall be published by the Party preparing it and shall be made available to the public prior to commencement of the remedial action, in accordance with Section 117(b) of CERCLA, 42 U.S.C. Section 9617(b). The final ROD shall include a statement that the state has concurred or not concurred with the selection of the remedy.

9.5 Remedial Design and Remedial Action

9.5.1 The Site Management Plan shall include a Target Date for submission of a preliminary/conceptual Remedial Design (RD) (30 percent design report); a Target Date for submission of the 90 percent or pre-final Remedial Design; and a Deadline for the final Remedial Design. All design documents shall be prepared in accordance with this Agreement and applicable Guidance issued by EPA including *Principles and Procedures for Specifying Monitoring and Enforcement of Land Use Controls and Other Post-ROD Actions (as amended).*

9.5.1.1 The RD shall provide the appropriate plans and specifications describing the intended remedial construction and shall include provisions necessary to ensure that the remedial action will achieve ARARs and performance standards identified in the ROD.

9.5.1.2 The RD shall describe short and long-term implementation actions, and responsibilities for the actions, to ensure long-term viability of the remedy, which may include both Land Use Controls and an engineered portion (e.g., landfill caps, treatment systems) of the remedy. The term "implementation actions" includes all actions to implement, operate, maintain, and enforce the remedy.

9.5.2 The Remedial Action (RA) Work Plan(s) shall at a minimum contain a Schedule for the completion of the Remedial Action, a Health and Safety Plan, a Sampling and Analysis Plan, and a Quality Assurance Project Plan, Remedial Action Specifications, Erosion Control and Sedimentation Plan, Decontamination Plan, Remedial Action Contingency Plan, and provisions for operation and maintenance, if necessary. The Schedule contained in the final RA Work Plan(s) will be immediately incorporated in the Site Management Plan.

9.5.3 After the final design document is approved, pursuant to Section X – CONSULTATION, the Air Force shall begin performance of the Remedial Action in accordance with the ROD, final Remedial Design and the RA Work Plan. The Remedial Action shall be completed in accordance with the ROD, approved final Remedial Design and RA Work Plan and all applicable EPA Guidance.

9.5.4 Following completion of remedial action at each Operable Unit (OU) and in accordance with the Schedule in the Site Management Plan, the Air Force shall prepare and submit to EPA a Remedial Action Completion Report (RACR) to show that remedial action objectives for an OU have been achieved. The RACR shall provide an explanation for any activities that were not conducted in accordance with the final Remedial Design and/or RA Work Plan(s). In addition, for long-term remedies where it is anticipated that remedial action objectives will be achieved over a long period, the Air Force shall submit to EPA according to the Schedule in the Site Management Plan, a RACR which shall document that physical construction is complete and the unit is operating as designed. The RACR(s) shall be prepared in accordance with this Agreement and the DoD and EPA Joint Guidance for Recommended Streamlined Site Closeout and NPL Deletion Process for DoD Facilities (2006).

9.6 Accelerated Operable Unit

9.6.1 Accelerated Operable Units (AOUs), as defined in Section II – DEFINITIONS, will follow a streamlined remedial process as set forth below. Any Party may propose in writing that an Operable Unit (OU) be conducted as an AOU. The Party proposing an AOU shall be responsible for drafting an AOU proposal, which shall clearly define the purpose, scope and goals of the AOU. The Air Force shall evaluate all proposed AOUs.

9.6.2 Within thirty (30) days of notification, either Party may request a meeting of the Parties to assist in expediting selection of an AOU. If dispute resolution is not invoked within thirty (30) days following receipt of a proposal for an AOU by the other Party, or thirty (30) days after the meeting, or if the need for an AOU is established through Section XX – DISPUTE RESOLUTION, the proposed AOU shall be incorporated into the Site Management Plan as an

AOU. The Air Force agrees to pursue additional funding within ten (10) days of establishment of the AOU in order to initiate the AOU.

9.6.3 Within fifteen (15) days after the determination that an AOU is required under this Agreement, the Air Force shall submit to EPA proposed Deadlines for the submission of Work Plan(s) for the performance of an AOU Focused Feasibility Study (FFS) for the identified AOU(s). Each AOU FFS Work Plan shall contain a proposed Deadline for submittal of the AOU FFS and Proposed Plan, which will be incorporated in the next Site Management Plan. The Air Force shall develop, implement and report upon each AOU FFS in accordance with the requirements set forth in the final AOU FFS Work Plan. The Air Force shall follow the steps outlined in Subsections 9.4.2 through 9.5.4.

9.7 Supplemental Response Action

9.7.1 The Parties recognize that subsequent to finalization of a ROD, a need may arise for one or more supplemental response actions to remedy continuing or additional releases or threats of releases of hazardous substances, pollutants, or contaminants at or from the Site. If such release or threat of release may present an immediate threat to public health or welfare or the environment, it shall be addressed pursuant to Section XVIII – REMOVAL AND EMERGENCY ACTIONS. If such release or threat of release does not present an immediate threat to public health or welfare or the environment, it shall be addressed pursuant to Subsections 9.7.2 through 9.8.2.

9.7.2 A supplemental response action shall be undertaken only when:

9.7.2.1 A determination is made that:

9.7.2.1.1 As a result of the release or threat of release of a hazardous substance, pollutant, or contaminant at or from the Site, an additional response action is necessary and appropriate to ensure the protection of human health or the environment; or,

9.7.2.1.2 There is or has been a release of hazardous waste or hazardous constituents into the environment and corrective response action is necessary to protect human health or the environment; and,

9.7.2.2 Either of the following conditions is met for any determination made pursuant to Subsection 9.7.2.1, above:

9.7.2.2.1 For supplemental response actions proposed after finalization of the ROD, but prior to EPA Certification, the determination must be based upon conditions at the Site that were unknown at the time of finalization of the ROD or based upon new information received in whole or in part by EPA following finalization of the ROD; or

9.7.2.2.2 For supplemental response actions proposed after EPA Certification, the determination must be based upon conditions at the Site that were unknown at the time of EPA

Certification or based upon new information received in whole or in part by EPA following EPA Certification.

9.7.3 If, subsequent to ROD signature, either Party concludes that a supplemental response action is necessary, based on the criteria set forth in Subsection 9.7.2, such Party shall promptly notify the other of its conclusion in writing. The notification shall specify the nature of the modification needed and the new information on which it is based. The Project Managers shall confer and attempt to reach consensus on the need for such an action within thirty (30) days of receiving such notification. If the Project Managers fail to reach consensus, either Party may notify the other Party in writing within ten (10) days thereafter that it intends to invoke dispute resolution. If the Project Managers are still unable to reach consensus within fourteen (14) days of the issuance of notice invoking dispute resolution, the question of the need for the supplemental response action shall be resolved through dispute resolution.

9.7.4 If the Project Managers agree, or if it is determined through dispute resolution, that a supplemental response action is needed based on the criteria set forth in Subsection 9.7.2, the Air Force shall propose a Deadline for submittal of the Supplemental Work Plan(s) and a Schedule for performance of the Work there under to EPA in the next draft amended SMP.

9.7.5 After finalization of a Supplemental Work Plan, the Air Force shall conduct a Supplemental Response Action RI/FS. Following finalization of the Supplemental Response Action RI/FS, the procedures described in Subsections 9.4 and 9.5 shall be followed.

9.8 Construction Completion and Site Completion.

9.8.1 Construction Completion. The Air Force agrees that it shall provide written notice to EPA when physical construction of all remedial actions for all Operable Units is complete and will incorporate in the notice reference to the supporting Remedial Action Completion Reports (RACRs).

9.8.2 Site Completion. Following completion of remedial action at the last Operable Unit and in accordance with the Schedule in the Site Management Plan, the Air Force shall prepare and submit to EPA a RACR to show that remedial action objectives for all OUs have been achieved. The RACR shall provide an explanation for any activities that were not conducted in accordance with the final Remedial Design and/or RA Work Plan(s). The information provided therein shall document compliance with statutory requirements and provide a consolidated record of all remedial activities for all OUs at the Site in accordance with the DoD and EPA Joint Guidance, Recommended Streamlined Site Closeout and NPL Deletion Process for DoD Facilities. In order for a Site to be eligible for completion, the following criteria must be met:

9.8.2.1 Remedial Action Objectives specified in all RODs have been met, and all cleanup actions and other measures identified in the RODs have been successfully implemented;

9.8.2.2 The constructed remedies are operational and performing according to engineering specifications;

9.8.2.3 The Site is protective of human health and the environment;

9.8.2.4 Land use controls are in place as appropriate; and

9.8.2.5 The only remaining activities, if any, at the Site are long term management activities (which may include long-term monitoring).

9.8.3. Information provided for remedial action completion shall be signed by the Air Force's signatory authority or designee, certifying that remedial activities have been completed in full satisfaction of the requirements of this Agreement, and shall include a request for EPA certification of remedial action completion at the Site. Within ninety (90) days of EPA's receipt of the Air Force's request for certification of Site completion, EPA, in consultation with MDE, shall:

9.8.3.1 Certify that all response actions have been completed at the Site in accordance with CERCLA, the NCP and this Agreement, based on conditions known at the time of certification; or

9.8.3.2 Deny the Air Force's request for certification of Site completion, stating the basis of its denial from the standards identified in 9.8.2 and detailing the additional Work needed for completion and certification.

9.8.3.3 If EPA denies the Air Force's request for certification for Site completion in accordance with this Agreement, the Air Force may invoke dispute resolution in accordance with Section XX – DISPUTE RESOLUTION of this Agreement within twenty (20) days of receipt of the written denial of certification or determination that additional Work is necessary. If the denial of certification is upheld through the dispute resolution process, the Air Force will perform the requested additional Work.

9.8.3.4 If dispute resolution is not invoked, or if a denial of certification is upheld through dispute resolution, the Air Force shall, in the next draft amended Site Management Plan submitted after receipt of the written denial of certification or dispute resolution finding, propose a Deadline for the submittal of a draft Supplemental Work Plan. The draft Supplemental Work Plan shall contain a Schedule for completion of the additional Work required. This Schedule, once approved, will be incorporated in the Site Management Plan. After performing the additional Work, the Air Force may resubmit a request for certification to EPA as outlined in this Subsection 9.8.3. EPA shall then grant or deny certification pursuant to the process set forth in this Subsection 9.8.3.

X. CONSULTATION

10.1 Review and Comment Process for Draft and Final Documents, Applicability

10.1.1 The provisions of this Section establish the procedures that shall be used by the Parties to provide each other with appropriate notice, review, comment, and response to comments regarding RI/FS and RD/RA documents, specified herein as either Primary or Secondary

Documents. In accordance with CERCLA Section 120 and 10 U.S.C. 2705, the Air Force will normally be responsible for issuing Primary and Secondary Documents to EPA. As of the Effective Date of this Agreement, all draft and final reports for any deliverable document identified herein shall be prepared, distributed and subject to dispute in accordance with Subsections 10.2 through 10.10 below.

10.1.2. The designation of a document as "draft" or "final" is solely for purposes of consultation with EPA in accordance with this Section. Such designation does not affect the obligation of the Parties to issue documents, which may be referred to herein as "final," to the public for review and comment as appropriate and as required by law.

10.2 General Process for RI/FS and RD/RA Documents

10.2.1 Primary Documents include those documents that are major, discrete portions of RI/FS or RD/RA activities. Primary Documents are initially issued by the Air Force in draft subject to review and comment by EPA. Following receipt of comments on a particular draft Primary Document, the Air Force will respond to the comments received and issue a draft final Primary Document subject to dispute resolution. The draft final Primary Document will become the final Primary Document upon the earlier of (i) issuance of a "no additional comment letter" by EPA , (ii) thirty days after the period established for review of a draft final primary document if dispute resolution is not invoked, or (iii) modification by decision of the dispute resolution process. No additional comment letters shall state the document is ready for inclusion in the Administrative Record.

10.2.2 Secondary Documents include those reports that are discrete portions of the Primary Documents and are typically input or feeder documents. Secondary Documents are issued by the Air Force in draft, subject to review and comment by EPA. Although the Air Force will respond to comments received, the draft Secondary Documents may be finalized in the context of the corresponding Primary Documents. A Secondary Document may be disputed at the time the corresponding draft final Primary Document is issued.

10.3 Primary Documents

10.3.1 The Air Force shall complete and transmit draft reports for the following Primary Documents to EPA for review and comment in accordance with the provisions of this Section, except that the Site Management Plan shall be reviewed and commented on in accordance with Sections XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN and XII – BUDGET DEVELOPMENT AND AMENDMENT OF SITE MANAGEMENT PLAN:

(1) RI/FS and FFS Work Plans including Sampling and Analysis Plan and Quality Assurance Project Plan (QAPP)

(2) Remedial Investigation Reports (including Risk Assessments for human health and the environment)

(3) FS and FFS Reports

(4) Proposed Plans

(5) Records of Decision

(6) Final Remedial Designs

(7) Remedial Action Work Plans

(8) Remedial Action Completion Reports

(9) The Site Management Plan and each annual amendment

10.3.2 Only the draft final Primary Documents identified above (and their amendments) shall be subject to dispute resolution. The Air Force shall complete and transmit draft Primary Documents in accordance with the Schedule and Deadlines established in Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN.

10.3.3 Prior to the Effective Date of this Agreement, the Air Force has completed and transmitted the following Primary Documents listed below to EPA for review and comment.

Remedial Investigation Work Plans for:

Site ST-10	PD-680 Spill Site groundwater
Site FT-04	Fire Training Area 3 groundwater
Site SD-23	Sludge Disposal Area
Site ST-14	Former East Side Gas Station groundwater
Site FT-03	Fire Training Area 2 Groundwater
Site LF-05	Leroy's Lane Landfill
Site SS-27	Dry Cleaners
Sites LF-06/LF-07/BLNA	Landfills 6 and 7 and BLNA
Site FT-02	Fire Training Area 1
Site SS-26	Hangar 15
Site SS-28	Former Fire Truck Maintenance Facility

Remedial Investigation Report for:

Site ST-10	PD-680 Spill Site groundwater
Site FT-04	Fire Training Area 3 groundwater
Site SD-23	Sludge Disposal Area
Site ST-14	Former East Side Gas Station groundwater
Site FT-03	Fire Training Area 2 Groundwater
Site LF-05	Leroy's Lane Landfill
Sites LF-06/LF-07/BLNA	Landfills 6 and 7, BLNA
Site SS-27	Dry Cleaners
Site FT-02	Fire Training Area 1

Final Feasibility Studies for:

Site ST-10	PD-680 Spill Site groundwater
Site FT-04	Fire Training Area 3 groundwater
Site SD-23	Sludge Disposal Area
Site ST-14	Former East Side Gas Station groundwater
Site FT-03	Fire Training Area 2 Groundwater
Site LF-05	Leroy's Lane Landfill
Site SS-27	Dry Cleaners
Site FT-02	Fire Training Area 1

Proposed Plans and Records of Decision for:

Site ST-10	PD-680 Spill Site groundwater
Site FT-04	Fire Training Area 3 groundwater
Site SD-23	Sludge Disposal Area
Site ST-14	Former East Side Gas Station groundwater
Site FT-03	Fire Training Area 2 Groundwater
Site LF-05	Leroy's Lane Landfill
Site FT-02	Fire Training Area 1

Final Remedial Design for:

Site ST-14	Former East Side Gas Station
Site LF-05	Leroy's Lane Landfill

10.4 Secondary Documents

10.4.1 All Secondary Documents shall be prepared in accordance with the NCP and applicable EPA Guidance. The Air Force shall complete and transmit drafts of the following Secondary Documents to EPA for review and comment in accordance with the provisions of this Section:

(1) Initial Remedial Action / Data Quality Objectives

(2) Non-Time-Critical Removal Action Plans (40 C.F.R. Section 300.415(b)(4)(ii))

(3) Pilot/Treatability Study Work Plans

(4) Pilot/Treatability Study Reports

(5) Engineering Evaluation/Cost Analysis Reports

(6) Preliminary/Conceptual Remedial Designs

(7) Prefinal Remedial Designs

(8) Well Closure Methods and Procedures

(9) Removal Action Memoranda

10.4.2 Although EPA may comment on the draft reports for the Secondary Documents listed above, such documents shall not be subject to dispute resolution except as provided by Subsection 10.2 hereof. Target Dates shall be established for the completion and transmission of draft Secondary Documents pursuant to Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN.

10.5 Meetings of the Project Managers on Development of Documents

10.5.1 The Project Managers shall meet approximately every ninety (90) days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site and on the Primary and Secondary Documents. Prior to preparing any draft report specified in Subsections 10.3 and 10.4 above, the Project Managers shall meet or confer by telephone to discuss the report results in an effort to reach a common understanding, to the maximum extent practicable, with respect to the results to be presented in the draft report.

10.6 Identification and Determination of Potential ARARs

10.6.1 For those Primary Documents or Secondary Documents that consist of or include ARAR determinations, the Project Managers shall meet prior to the issuance of a draft report, to identify and propose, to the best of their ability, all potential ARARs pertinent to the document being addressed.

10.6.2 The Air Force shall consider any written interpretations of ARARs provided by the MDE. Draft ARAR determinations shall be prepared by the Air Force in accordance with CERCLA Section 121(d)(2), the NCP, and pertinent Guidance issued by EPA, that is not inconsistent with CERCLA and the NCP.

10.6.3 In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a Site-specific basis and that ARARs depend on the specific hazardous substances, pollutants and contaminants at a Site, the particular actions proposed as a remedy and the characteristics of a Site. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be reexamined throughout the RI/FS process until a ROD is issued.

10.7 Review and Comment on Draft Documents

10.7.1 The Air Force shall complete and transmit each draft Primary Document to EPA on or before the corresponding Deadline established for the issuance of the document. The Air Force shall complete and transmit the draft Secondary Document in accordance with the Target Dates established for the issuance of such reports established pursuant to Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN of this Agreement.

10.7.2 Unless the Parties mutually agree to another time period, all draft documents, except the Site Management Plan, the prefinal Remedial Design and the final Remedial Design, shall be subject to a sixty (60) day period for review and comment. The Site Management Plan shall be reviewed and commented on in accordance with Section XII – BUDGET DEVELOPMENT AND AMENDMENT OF SITE MANAGEMENT PLAN or as agreed to by the Parties. The Parties recognize that time periods for review and comment on the draft Remedial Design and Remedial Action Work Plans may need to be expedited in order for the Air Force to satisfy the requirement of Section 120(e)(2) of CERCLA, 42 U.S.C. Section 9620(e)(2). The prefinal Remedial Design shall be subject to a forty-five (45) day period for review and comment. The final Remedial Design will be subject to a two (2) week period for review and comment by the Parties. If the final Remedial Design differs substantially from the prefinal Remedial Design, EPA may extend the two (2) week review and comment period for an additional two (2) weeks by providing written notice to the Air Force prior to the end of the initial two (2) week comment period. Review of any document by EPA may concern all aspects of the document (including completeness) and should include, but is not limited to, technical evaluation of any aspect of the document, and consistency with CERCLA, the NCP, and any pertinent Guidance or policy promulgated by EPA, and with applicable Maryland law. Comments by EPA shall be provided with adequate specificity so that the Air Force may respond to the comment and, if appropriate, make changes to the draft document. Comments shall refer to any pertinent sources of authority

or references upon which the comments are based, and, upon request of the Air Force, EPA shall provide a copy of the cited authority or reference. In cases involving complex or unusually lengthy reports, EPA may extend the sixty (60) day comment period for an additional twenty (20) days by written notice to the Air Force prior to the end of the sixty (60) day period. On or before the close of any comment period, EPA shall transmit its written comments to the Air Force.

10.7.3 The review period for documents shall not begin until the submission date specified in the Site Management Plan.

10.7.4 Representatives of the Air Force shall make themselves readily available to EPA during the comment period for purposes of informally responding to questions and comments on draft documents. Oral comments made during such discussions need not be the subject of a written response by the Air Force at the close of the comment period.

10.7.5 In commenting on a draft document that contains a proposed ARAR determination, EPA shall include a reasoned statement of whether it objects to any portion of the proposed ARAR determination. To the extent that EPA objects, it shall explain the basis for its objection in detail and shall identify any ARARs which it believes were not properly addressed in the proposed ARAR determination.

10.7.6 Following the close of the comment period for a draft document, the Air Force shall give full consideration to all written comments on the draft document submitted during the comment period. Within sixty (60) days of the close of the comment period on a draft Secondary Document, the Air Force shall transmit to EPA its written response to comments received within the comment period. Within sixty (60) days of the close of the comment period on a Draft Primary Document, the Air Force shall transmit to EPA a Draft Final Primary Document, which shall include the Air Force's response to all written comments received within the comment period. While the resulting draft final document shall be the responsibility of the Air Force, it shall be the product of consensus to the maximum extent possible.

10.7.7 The Air Force may extend the 60-day period for either responding to comments on a draft document or for issuing the draft final Primary Document for an additional twenty (20) days by providing timely notice to EPA. In appropriate circumstances, this time period may be further extended in accordance with Section XIII – EXTENSIONS.

10.8 Availability of Dispute Resolution for draft final Primary Documents:

10.8.1 Dispute resolution shall be available to the Parties for draft final Primary Documents as set forth in Section XX – DISPUTE RESOLUTION.

10.8.2 When dispute resolution is invoked on a draft final Primary Document, Work may be stopped in accordance with the procedures set forth in Section XX – DISPUTE RESOLUTION.

10.9 Finalization of Documents. The draft final Primary Document shall serve as the final Primary Document if neither Party invokes dispute resolution regarding the document or, if

invoked, at the completion of the dispute resolution process should the Air Force's position be sustained. If the Air Force's determination is not sustained in the dispute resolution process, the Air Force shall prepare, within not more than thirty-five (35) days, a revision of the draft final document, which conforms to the results of dispute resolution. In appropriate circumstances, the time period for this revision period may be extended in accordance with Section XIII – EXTENSIONS.

10.10 Subsequent Modification of Final Document

10.10.1 Following finalization of any Primary Document pursuant to Subsection 10.9 above, either Party to this Agreement may seek to modify the document, including seeking additional field work, pilot studies, computer modeling or other supporting technical work, only as provided in Subsections 10.10.2 and 10.10.3 below.

10.10.2 A Party may seek to modify a document after finalization if it determines, based on new information (i.e., information that became available, or conditions that became known, after the document was finalized) that the requested modification is necessary. A Party may seek such a modification by submitting a concise written request to the Project Manager of the other Party. The request shall specify the nature of the requested modification and how the request is based on new information.

10.10.3 In the event that a consensus is not reached by the Project Managers on the need for a modification, either Party may invoke dispute resolution to determine if such modification shall be conducted. Modification of a document shall be required only upon a showing that:

10.10.3.1 The requested modification is based on significant new information; and

10.10.3.2 The requested modification could be of significant assistance in evaluating impacts on the public health or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

10.10.4 Nothing in this Subsection 10.10 shall alter EPA's ability to request the performance of additional work that was not contemplated by this Agreement. The Air Force's obligation to perform such work must be established by either a modification of a report or document or by amendment to this Agreement.

XI. DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN

11.1 This Agreement establishes a process for creating and amending the Site Management Plan (SMP). Within 30 days of the effective date of this Agreement, the Air Force shall submit a draft SMP to EPA. Once finalized, the SMP will be attached as Appendix F to this Agreement. The SMP and each annual amendment to the SMP shall be Primary Documents. Milestones established in a SMP or established in a final amendment to a SMP remain unchanged unless otherwise agreed to by the Parties or unless directed to be changed pursuant to the agreed dispute resolution process set out in Subsections 12.5 or 12.6. In addition, if an activity is fully funded

in the current Fiscal Year, Milestones associated with the performance of Work and submittal of Primary Documents associated with such activity (even if they extend beyond the current Fiscal Year) shall be enforceable.

11.2 The SMP includes proposed actions for both CERCLA responses and actions that would otherwise be handled pursuant to RCRA corrective actions per Section VIII – STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION, and outlines all response activities and associated documentation to be undertaken at the Facility. The SMP incorporates all existing Milestones contained in approved Work Plans, and all Milestones approved in future Work Plans immediately become incorporated into the SMP.

11.3 Milestones in the SMP reflect the priorities agreed to by the Parties through a process of "risk, plus other factors" priority setting. Site activities have been prioritized by weighing and balancing a variety of factors including, but not limited to: (i) the DoD relative risk rankings for the Site (DoD Relative Risk Site Evaluation Model for IRP Sites or the DoD Munitions Response Site Prioritization Protocol for MRP Sites); (ii) current, planned, or potential uses of the Facility; (iii) ecological impacts; (iv) impacts on human health; (v) intrinsic and future value of affected resources; (vi) cost effectiveness of the proposed activities; (vii) environmental justice considerations; (viii) regulatory requirements; and, (ix) actual and anticipated funding levels. While Milestones should not be driven by budget targets, such targets should be considered when setting Milestones. Furthermore, in setting and modifying Milestones, the Parties agree to make good faith efforts to accommodate Federal Fiscal constraints, which include budget targets established by the Air Force.

11.4 The SMP and its annual amendments include:

11.4.1 A description of actions necessary to mitigate any immediate threat to human health or the environment;

11.4.2 A listing of all currently identified MRP Sites, Operable Units (including Accelerated Operable Units (AOUs)), Interim Remedial Actions, Supplemental Response Actions, and Time-Critical and Non-Time-Critical Removal Actions covered or identified pursuant to this Agreement;

11.4.3 Activities and Schedules for response actions covered by the SMP, including at a minimum:

11.4.3.1 Identification of any Primary Actions;

11.4.3.2 All Deadlines;

11.4.3.3 All Near Term Milestones;

11.4.3.4 All Out Year Milestones;

11.4.3.5 All Target dates;

11.4.3.6 Schedule for initiation of Remedial Designs, Interim Response Actions, Non-Time-Critical Removal Actions, AOUs, and any initiation of other planned response action(s) covered by this Agreement; and

11.4.3.7 All Project End Dates.

11.5 The Air Force shall submit amendments to the SMP on an annual basis as provided in Section XII – BUDGET DEVELOPMENT AND AMENDMENT OF SITE MANAGEMENT PLAN. All amendments to the SMP shall meet all of the requirements set forth in this Section.

11.6 The Milestones established in accordance with this Section and Section XII – BUDGET DEVELOPMENT AND AMENDMENT OF SITE MANAGEMENT PLAN remain the same unless otherwise agreed by the Parties, or unless changed in accordance with the dispute resolution procedures set out in Subsections 12.5 and 12.6. The Parties recognize that possible bases for requests for changes or extensions of the Milestones include but are not limited to: (i) the identification of significant new Site conditions at this installation; (ii) reprioritization of activities under this Agreement caused by changing priorities or new Site conditions elsewhere in the Air Force; (iii) reprioritization of activities under this Agreement caused by budget adjustments (e.g., rescissions, inflation adjustments, and reduced Congressional appropriations); (iv) an event of Force Majeure; (v) a delay caused by another Party's failure to meet any requirement of this Agreement; (vi) a delay caused by the good faith invocation of dispute resolution or the initiation of judicial action; (vii) a delay caused, or that is likely to be caused, by the grant of an extension in regard to another timetable and Deadline or Schedule; and (viii) any other event or series of events mutually agreed to by the Parties as constituting good cause.

11.7 The Deadlines established in the SMP and its amendments shall be published by EPA and Maryland.

XII. BUDGET DEVELOPMENT AND AMENDMENT OF SITE MANAGEMENT PLAN

12.1 The Air Force, as a Federal agency, is subject to fiscal controls, hereinafter referred to as the Future Years Defense Plan (FYDP). The planning, programming, and budgeting process, hereinafter referred to as the Program Objectives Memorandum (POM) process, is used to review total requirements for DoD programs and make appropriate adjustments within the FYDP for each program while adhering to the overall FYDP control. The Parties recognize that the POM process is a multi-year process. The Parties also agree that all Parties should be involved in the full cycle of POM activities as specified in this Agreement. Further, the Parties agree that each Party should consider the factors listed in Subsection 11.3, including Federal fiscal constraints as well as each of the other factors, in their priority-setting decisions. Initial efforts to close any gap between cleanup needs and funding availability shall be focused on the identification and implementation of cost savings.

Facility-Specific Budget Building

12.2 In order to promote effective involvement by the Parties in the POM process, the Parties will meet at the Project Manager level for the purpose of (1) reviewing the FYDP controls; (2) developing a list of requirements/Work to be performed at the Site for inclusion in the Air Force POM process; and, (3) participating in development of the Air Force submission to the proposed President's budget, based on POM decisions for the year currently under consideration. Unless the Parties agree to a different time frame, the Air Force agrees to notify the other Party within ten (10) days of receipt, at the Project Manager level, that budget controls have been received. Unless the Parties agree to a different time frame or agree that a meeting is not necessary, the Parties will meet, at the Project Manager level, within thirty (30) days of receiving such notification to discuss the budget controls. However, this consultation must occur at least ten (10) days prior to the Air Force's initial budget submission to the Air Force Center for Engineering and the Environment (AFCEE). In the event that the Project Managers cannot agree on funding levels required to perform all Work outlined in the SMP, the Parties agree to make reasonable efforts to informally resolve these disagreements, either at the immediate or secondary supervisor level; this would also include discussions, as necessary, with AFCEE. If agreement cannot be reached informally within a reasonable period of time, the Air Force shall resolve the disagreement, if possible with the concurrence of EPA, and notify EPA. If EPA does not concur in the resolution, the Air Force will forward through AFCEE to the Air Force Headquarters its budget request with the views of EPA not in agreement and also inform Air Force Headquarters of the possibility of future enforcement action should the money requested not be sufficient to perform the Work subject to disagreement. In addition, if the Air Force's budget submission to AFCEE relating to the terms and conditions of this Agreement does not include sufficient funds to complete all Work in the existing SMP, such budget submission shall include supplemental reports that fully disclose the Work required by the existing SMP, but not included in the budget request due to fiscal controls (e.g., a projected budget shortfall). These supplemental reports shall accompany the cleanup budget that the Air Force submits through its higher Headquarters levels until the budget shortfall has been satisfied. If the budget shortfall is not satisfied, the supplemental reports shall be included in the Air Force's budget submission to the DoD Comptroller. The Deputy Under Secretary of Defense (Installations and Environment) shall receive information copies of any supplemental reports submitted to the DoD Comptroller.

Air Force Budget for Clean Up Activities

12.3 The Air Force shall forward to EPA documentation of the budget requests (and any supplemental reports) for the Site, as submitted by the Air Force to AFCEE, and by AFCEE to the Air Force Headquarters, within 14 days after the submittal of such documentation to the Air Force Headquarters by AFCEE. If the Air Force proposes a budget request relating to the terms and conditions of this Agreement that impacts other installations, discussions with other affected EPA Regions and states regarding the proposed budget request need to take place.

Amended SMP

12.4 No later than June 15 of each year after the initial adoption of the SMP, the Air Force shall submit to EPA a draft amendment to the SMP. When formulating the draft amendment to

the SMP, the Air Force shall consider funding circumstances (including OMB targets/guidance) and "risk plus other factors" outlined in Subsection 11.3 to evaluate whether the previously agreed upon Milestones should change. Prior to proposing changes to Milestones in its annual amendment to the SMP, the Air Force will first offer to meet with EPA to discuss the proposed changes. The Parties will attempt to agree on Milestones before the Air Force submits its annual amendment by June 15, but failure to agree on such proposed changes does not modify the June 15 date, unless agreed on by all the Parties. Any proposed extensions or other changes to Milestones must be explained in a cover letter to the draft amendment to the SMP. The draft amendment to the SMP should reflect any agreements made by the Parties during the POM process outlined in this Section. Resolution of any disagreement over adjustment of Milestones pursuant to this Subsection shall be resolved pursuant to Subsection 12.5.

12.5.1 The Parties shall meet as necessary to discuss the draft amendment to the SMP. The Parties shall use the consultation process contained in Section X – CONSULTATION, except that neither of the Parties will have the right to use the extension provisions provided therein and comments on the draft amendment will be due to the Air Force no later than 30 days after receipt by EPA of the draft amendment. If EPA provides comments and is not satisfied with the draft amendment during this comment period, the Parties shall meet to discuss the comments within 15 days of the Air Force's receipt of comments on the draft amendment. The draft final amendment to the SMP will be due from the Air Force no later than 30 days after the end of the EPA comment period. During this second 30-day time period, the Air Force will, as appropriate, make revisions and re-issue a revised draft herein referred to as the draft final amendment. To the extent that Section X – CONSULTATION contains time periods differing from these 30 day periods, this provision will control for consultation on the amendment to the SMP.

12.5.2.1 If the Air Force proposes, in the draft final amendment to the SMP, modifications of Milestones to which EPA has not agreed, those proposed modifications shall be treated as a request by the Air Force for an extension. Milestones may be extended during the SMP review process by following Subsections 12.4 through 12.7. All other extensions will be governed by Section XIII – EXTENSIONS. The time period for EPA to respond to the request for extension will begin on the date EPA receives the draft final amendment to the SMP, and EPA shall advise the Air Force in writing of its position on the request within thirty days. If EPA approves of the Air Force's draft final amendment, the document shall then await finalization in accordance with Subsections 12.5.3 and 12.6. If EPA denies the request for extension, then the Air Force may amend the SMP in conformance with EPA comments or seek and obtain a determination through the dispute resolution process established in Section XX – DISPUTE RESOLUTION within 21 days of receipt of notice of denial. Within 21 days of the conclusion of the dispute resolution process, the Air Force shall revise and reissue, as necessary, the draft final amendment to the SMP. If EPA initiates a formal request for a modification to the SMP to which the Air Force does not agree, EPA may initiate dispute resolution as provided in Section XX – DISPUTE RESOLUTION with respect to such proposed modification. In resolving a dispute, the persons or person resolving the dispute shall give full consideration to the bases for changes or extensions of the Milestones referred to in Subsection 11.6 asserted to be present, and the facts and arguments of each of the Parties.

12.5.2.2 Notwithstanding Subsection 12.5.2.1, if the Air Force proposes, in the draft final amendment to the SMP, modifications of Project End Dates which are intended to reflect the time needed for implementing the remedy selected in the Record of Decision but to which EPA has not agreed, those proposed modifications shall not be treated as a request by the Air Force for an extension, but consistent with Section XX – DISPUTE RESOLUTION, EPA may initiate dispute resolution with respect to such Project End Date.

12.5.2.3 In any dispute under this Section, the time periods for the standard dispute resolution process contained in Subsections 20.2, 20.5, and 20.6 of Section XX – DISPUTE RESOLUTION shall be reduced by half in regard to such dispute, unless the Parties agree to dispute directly to the SEC level.

12.5.3 The Air Force shall finalize the draft final amendment as a final amendment to the SMP consistent with the mutual consent of EPA, or in the absence of mutual consent, in accordance with the final decision of the dispute resolution process. The draft final amendment to the SMP shall not become final until 21 days after the Air Force receives official notification of Congress's authorization and appropriation of funds if funding is sufficient to complete Work in the draft final SMP or, in the event of a funding shortfall, following the procedures in Subsection 12.6. However, upon approval of the draft final amendment or conclusion of the dispute resolution process, the Parties shall implement the SMP while awaiting official notification of Congress's authorization and appropriation.

Resolving Appropriations Shortfalls

12.6 After authorization and appropriation of funds by Congress and within 21 days after the Air Force has received official notification of the Air Force's allocation based on the current year's Environmental Restoration, Air Force (ER,AF) Account, the Air Force shall determine if planned Work (as outlined in the draft final amendment to the SMP) can be accomplished with the allocated funds. (1) If the allocated funds are sufficient to complete all planned Work for that fiscal year and there are no changes required to the draft final amendment to the SMP, the Air Force shall immediately forward a letter to EPA indicating that the draft final amendment to the SMP has become the final amendment to the SMP. (2) If the Air Force determines within the 21-day period specified above that the allocated funds are not sufficient to accomplish the planned Work for the Site (an appropriations shortfall), the Air Force shall immediately notify EPA. The Project Managers shall meet within thirty (30) days to determine if planned Work (as outlined in the draft final amendment to the SMP) can be accomplished through: (1) rescoping or rescheduling activities in a manner that does not cause previously agreed upon Near Term Milestones and Out Year Milestones to be missed; or (2) developing and implementing new cost-saving measures. If, during this thirty (30) day discussion period, the Parties determine that rescoping or implementing cost-saving measures are not sufficient to offset the appropriations shortfall such that Near Term Milestones, Out Year Milestones, and Project End Dates should be modified, the Parties shall discuss these changes and develop modified Milestones. Such modifications shall be based on the "Risk Plus Other Factors" prioritization process discussed in Subsection 11.3, and shall be specifically identified by the Air Force. The Air Force shall submit a new draft final amendment to the SMP to EPA within 30 days of the end of the 30 day discussion period. In preparing the revised draft final amendment to the SMP, the Air Force

shall give full consideration to EPA input during the 30-day discussion period. If the EPA concurs with the modifications made to the draft final amendment to the SMP, EPA shall notify the Air Force and the revised draft final amendment shall become the final amendment. In the case of modifications of Milestones due to appropriations shortfalls, those proposed modifications shall, for purposes of dispute resolution, be treated as a request by the Air Force for an extension, which request is treated as having been made on the date that EPA receives the new draft final SMP or draft final amendment to the SMP. EPA shall advise the Air Force in writing of its position on the request within 21 days. The Air Force may seek and obtain a determination through the dispute resolution process established in Section XX – DISPUTE RESOLUTION. The Air Force may invoke dispute resolution within fourteen days of receipt of a statement of nonconcurrence with the requested extension. In any dispute concerning modifications under this Section, the Parties will submit the dispute directly to the SEC level, unless the Parties agree to utilize the standard dispute resolution process, in which case the time periods for the dispute resolution process contained in Subsections 20.2, 20.5, and 20.6 of Section XX – DISPUTE RESOLUTION shall be reduced by half in regard to such dispute. Within 21 days after the conclusion of the dispute resolution process, the Air Force shall revise and reissue, as necessary, the final amendment to the SMP.

12.7 It is understood by all Parties that the Air Force will work with EPA to reach consensus on the reprioritization of Work made necessary by any annual appropriations shortfalls or other circumstances as described in Section 12.6. This may also include discussions with other EPA Regions and states with installations affected by the reprioritization; the Parties may participate in any such discussions with other states.

Public Participation

12.8 In addition to any other provision for public participation contained in this Agreement, the development of the SMP, including its annual amendments, shall include participation by members of the public interested in this action. The Air Force must ensure that the opportunity for such public participation is timely; but this Subsection 12.8 shall not be subject to Section XXI – STIPULATED PENALTIES.

12.8.1 The Parties will meet, after seeking the views of the general public, and determine the most effective means to provide for participation by members of the public interested in this action in the POM process and the development of the SMP and its annual amendments. The "members of the public interested in this action" may be represented by inclusion of a restoration advisory board or technical review committee, if they exist for Joint Base Andrews, or by other appropriate means.

12.8.2 The Air Force shall provide timely notification under Section 12.6, regarding allocation of ER,AF, to the members of the public interested in this action.

12.8.3 The Air Force shall provide opportunity for discussion under Sections 12.2, 12.5, 12.6, and 12.7 to the members of the public interested in this action.

12.8.4 The Air Force shall ensure that public participation provided for in this Subsection 12.8 complies with Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.*

XIII. EXTENSIONS

13.1 A Schedule, Deadline or Milestone shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension by the Air Force shall be submitted in writing and shall specify:

13.1.1 The Deadline or Milestone that is sought to be extended;

13.1.2 The length of the extension sought;

13.1.3 The good cause(s) for the extension; and

13.1.4 Any related Deadline or Milestone that would be affected if the extension were granted.

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

13.2.1 An event of Force Majeure;

13.2.2 A delay caused by another Party's failure to meet any requirement of this Agreement;

13.2.3 A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;

13.2.4 A delay caused, or which is likely to be caused, by the grant of an extension in regard to another Deadline or Milestone; and

13.2.5 Any other event or series of events mutually agreed to by the Parties as constituting good cause.

13.3 Absent agreement of the Parties with respect to the existence of good cause, the Air Force may seek and obtain a determination through the dispute resolution process that good cause exists.

13.4 Within seven (7) days of receipt of a request for an extension of a Deadline or a Milestone, the other Party shall advise the requesting Party in writing of its position on the request. Any failure by the other Party to respond within the seven (7) day period shall be deemed to constitute concurrence in the request for extension. If a Party does not concur in the requested extension, it shall include in its statement of non-concurrence an explanation of the basis for its position.

13.5 If there is consensus among the Parties that the requested extension is warranted, the Air Force shall extend the affected Deadline or Milestone accordingly. If there is no consensus

among the Parties as to whether all or part of the requested extension is warranted, the Deadline or Milestone shall not be extended except in accordance with a determination resulting from the dispute resolution process.

13.6 Within seven (7) days of receipt of a statement of non-concurrence with the requested extension, the Air Force may invoke dispute resolution.

13.7 A timely and good faith request for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected Deadline or Milestone until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, stipulated penalties may be assessed and may accrue from the date of the original Deadline or Milestone. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to compel compliance with the Deadline or Milestone as most recently extended.

XIV. PROJECT MANAGERS

14.1 On or before the Effective Date of this Agreement, EPA and the Air Force, shall each designate a Project Manager and notify the other Party of the name and address of its Project Manager. The Project Managers shall be responsible for assuring proper implementation of all Work performed under the terms of the Agreement. To the maximum extent practicable, communications between the Air Force and EPA on all documents, including reports, comments and other correspondence concerning the activities performed pursuant to this Agreement, shall be directed through the Project Managers. The Parties may designate an Alternate Project Manager to exercise the authority of the Project Manager in his or her absence.

14.2 The Parties may change their respective Project Managers. Such change shall be accomplished by notifying the other Party, in writing, within five (5) days of the change and prior to the new Project Manager exercising his or her delegated authority.

14.3 The Parties' Project Managers shall meet or confer informally as necessary as provided in Section X – CONSULTATION. Although the Air Force has ultimate responsibility for meeting its respective Deadlines, the EPA Project Manager shall endeavor to assist in this effort by scheduling meetings to review documents and reports, overseeing the performance of environmental monitoring at the Site, reviewing RI/FS or RD/RA progress, and attempting to resolve disputes informally. At least seven (7) days prior to each scheduled ninety (90) day meeting, the Air Force will provide to the EPA Project Manager a draft agenda and summary of the status of the Work.

14.3.1 These status reports shall include, when applicable:

14.3.1.1 Identification of all data received and not previously provided by the Air Force during the reporting period consistent with the limitations of Subsection 32.1;

14.3.1.2 All activities completed pursuant to this Agreement since the last Project Manager meeting as well as such actions and plans that are scheduled for the upcoming ninety (90) days; and

14.3.1.3 A description of any delays, the reasons for such delays, anticipated delays, concerns over possible timetable implementation or problems that arise in the execution of a Work Plan during the quarter and any steps that were or will be taken to alleviate the delays or problems.

14.3.2 The minutes of each Project Manager meeting will be prepared by the Air Force and will be sent to all Project Managers within twenty-one (21) days after the meeting. Any documents requested during the meeting will be provided in a timely manner, except for those documents for which express notification is required.

14.4 Necessary and appropriate adjustments to a Deadline, Target Date or Milestone may be proposed by either Party. The Party that requested the modification shall prepare a written memorandum detailing the modification and the reasons therefore and shall provide a transmittal in a timely manner prior to the Deadline, Target Date or Milestone to the other Party for signature and return.

14.5 A Project Manager may also recommend and request minor field modifications to the Work performed pursuant to this Agreement, or in techniques, procedures or designs used in carrying out this Agreement. The minor field modifications proposed under this Part must be approved orally by both of the Parties' Project Managers to be effective. No such Work modifications can be so implemented if an increase in contract cost will result without the authorization of the Air Force Contracting Officer. If agreement cannot be reached on the proposed additional work or modification to Work, dispute resolution as set forth in Section XX – DISPUTE RESOLUTION, shall be invoked by the Air Force, by submitting a written statement to EPA in accordance with Section XX – DISPUTE RESOLUTION. If all Parties agree to the modification, within five (5) business days following a modification made pursuant to this Section, the Project Manager who requested the modification shall prepare a written transmittal detailing the modification and the reasons therefore and shall provide the transmittal to the other Project Manager for signature and return.

14.6 Modifications of Work not provided for in Subsections 14.4 and 14.5 of this Section must be approved orally by all the Parties' Project Managers to be effective. No such Work modifications can be so implemented if an increase in contract cost will result without the authorization of the Air Force Contracting Officer. If agreement cannot be reached on the proposed modification to Work, dispute resolution as set forth in Section XX – DISPUTE RESOLUTION, shall be used. If the Parties agree to the modification, within five (5) business days following a modification made pursuant to this Section, the Project Manager who requested the modification shall prepare a transmittal detailing the modification and the reasons therefore and shall provide the transmittal to the other Project Manager for signature and return.

14.7 Each Party's Project Manager shall be responsible for ensuring that all communications received from the other Project Manager is appropriately disseminated to and processed by the Party that each represents.

14.8 The Parties shall transmit Primary and Secondary Documents and all notices required herein by next day mail, hand delivery, electronic transmittal or certified letter to the persons specified in Subsection 14.9 below by the Deadline established under Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN. Time limitations shall commence upon receipt. The Air Force shall provide to EPA a maximum of two (2) hard-copies of each Primary and Secondary Document, in addition to a CD-ROM disk version of each document.

14.9 Notice to the individual Parties shall be provided under this Agreement to the following addresses:

14.9.1 For the Air Force:
Joint Base Andrews
Environmental Restoration Program
Attn: Remedial Project Manager
3466 N. Carolina Avenue
Joint Base Andrews, MD 20762

14.9.2 For EPA:
U.S. Environmental Protection Agency
Attn: Joint Base Andrews Remedial Project Manager
NPL/BRAC Federal Facilities Branch
1650 Arch Street (3HS11)
Philadelphia, PA 19103-2029

14.10 Nothing in this Section shall be construed to interfere with or alter the internal organization or procedures of a Party, including, without limitation, signature authority.

14.11 The Air Force Project Manager shall represent the Air Force with regard to the day-to-day field activities at the Site. The Air Force Project Manager or other designated representative shall be physically present at the Site or available to observe Work during implementation of all the Work performed at the Site pursuant to this Agreement. The absence of EPA Project Manager from the Site shall not be cause for Work stoppage or delay, unless the Project Managers agree otherwise in writing.

14.12 The authority of the Project Managers shall include, but not be limited to:

14.12.1 Taking samples and ensuring that sampling and other field work is performed in accordance with the terms of any final Work Plans, and Quality Assurance / Quality Control (QA/QC) Plan;

14.12.2 Observing, taking photographs, and making such other reports on the progress of the Work as the Project Managers deem appropriate, subject to the limitations set forth in Section XVI – ACCESS hereof;

14.12.3 Reviewing sampling data, records, files, and documents relevant to the Site, subject to the limitations set forth in Section XXXI - RECORD PRESERVATION; and

14.12.4 Determining the form and specific content of the Project Manager meetings.

14.13 If any event occurs or has occurred that may delay or prevent the performance of any obligation under this Agreement, whether or not caused by a Force Majeure event, either Party shall notify by telephone the other Party's Project Manager within three (3) business days of when the Party first became aware that the event might cause a delay. If the Party intends to seek an extension of a Deadline or Schedule because of the event, the procedures of Section XIII – EXTENSIONS, shall apply.

XV. EXEMPTIONS

15.1 The Parties recognize that the President may issue an order, as needed to protect national security interests, regarding response actions at Joint Base Andrews, pursuant to Section 120(j) of CERCLA, 42 U.S.C. Section 9620(j). Such an order may exempt Joint Base Andrews or any portion thereof from the requirements of CERCLA for a period of time not to exceed one (1) year after the issuance of that order. This order may be renewed. The Air Force shall obtain access to and perform all actions required by this Agreement within all areas inside those portions of Joint Base Andrews, which are not the subject of or subject to any such order issued by the President.

XVI. ACCESS

16.1 EPA and/or its representatives shall have the authority to enter the Site at all reasonable times for the purposes consistent with provisions of this Agreement. Such authority shall include, but not be limited to: inspecting records, logs, contracts, and other documents relevant to implementation of this Agreement; reviewing and monitoring the progress of the Air Force, and its contractors, in carrying out the activities under this Agreement; conducting, with prior notice to the Air Force, tests that EPA deems necessary; assessing the need for planning additional remedial response actions at the Site; and verifying data or information submitted to EPA. The Air Force shall honor all reasonable requests for access to the Site made by EPA, upon presentation of credentials showing the bearer's identification and that he/she is an employee or agent of EPA. The Air Force Project Manager or his/her designee will provide briefing information, coordinate access and escort to restricted or controlled-access areas, arrange for installation passes, and coordinate any other access requests, which arise. The Air Force shall use its best efforts to ensure that conformance with the requirements of this Subsection 16.1 do not delay access.

16.2 The rights granted in Subsections 16.1 and 16.4 to EPA regarding access shall be subject to regulations and statutes, including Joint Base Andrews security regulations, as may be necessary to protect national security information ("classified information") as defined in Executive Order 12958, as amended, and comply with Joint Base Andrews's health and safety

requirements. Such requirements shall not be applied so as to unreasonably hinder EPA from carrying out its responsibilities and authority pursuant to this Agreement.

16.3 The Air Force shall provide an escort whenever EPA requires access to restricted areas of Joint Base Andrews for purposes consistent with the provisions of this Agreement. EPA shall provide reasonable notice to the Air Force Project Manager, or his or her designee, to request any necessary escorts for such restricted areas. The Air Force shall not require an escort to any area of this Site unless it is a restricted, controlled-access area. Upon request of EPA, the Air Force shall promptly provide a written list of current restricted or controlled-access areas.

16.4 EPA shall have the right to enter all areas of the Site that are entered by contractors performing Work under this Agreement.

16.5 Upon a denial of any aspect of access, the Air Force shall provide an immediate explanation of the reason for the denial, including reference to the applicable regulations, and upon request, a copy of such regulations. Within forty-eight (48) hours, the Air Force shall provide a written explanation for the denial. To the extent possible, the Air Force shall expeditiously provide a recommendation for accommodating the requested access in an alternate manner.

16.6 The Air Force shall ensure that all response measures, ground water rehabilitation measures and remedial actions of any kind that are undertaken pursuant to this Agreement on any areas that: a) are presently owned by the United States and which are occupied by the Air Force or leased by the Air Force to any other entity; or b) are in any manner under the control of the Air Force or any lessees or agents of the Air Force, shall not be impeded or impaired in any manner by any transfer of title or change in occupancy or any other change in circumstances of such areas.

16.7 Nothing herein shall be construed as limiting EPA's statutory authority for access or information gathering.

XVII. PERMITS

17.1 The Air Force shall be responsible for obtaining all Federal, state and local permits, which are necessary for the performance of all Work under this Agreement.

17.2 The Parties recognize that under Sections 121(d) and 121(e)(1) of CERCLA, 42 U.S.C. Sections 9621(d) and 9621(e)(1), and the NCP, portions of the response actions called for by this Agreement and conducted entirely onsite, where such response actions are selected and carried out in accordance with CERCLA, are exempt from the procedural requirement to obtain Federal, state, or local permits. All activities must, however, comply with all the applicable or relevant and appropriate Federal and state standards, requirements, criteria, or limitations, which would have been included in any such permit.

17.3 When the Air Force proposes a response action, other than an emergency removal action, to be conducted entirely onsite, which in the absence of Section 121(e)(1) of CERCLA, 42 U.S.C. Section 9621(e)(1), and the NCP would require a Federal, state or local permit, the Air Force shall include in its Draft ROD or removal memorandum:

17.3.1 Identification of each permit that would otherwise be required;

17.3.2 Identification of the standards, requirements, criteria, or limitations that would need to be met to obtain each such permit; and

17.3.3 An explanation of how the response action proposed will meet the standards, requirements, criteria or limitations identified immediately above.

17.4 Subsection 17.2 above is not intended to relieve the Air Force from the requirement(s) of obtaining a permit whenever it proposes a response action involving the shipment or movement of a hazardous substance, pollutant, or contaminant or hazardous waste off the Site or in any other circumstances where the exemption provided for at Section 121(e)(1) of CERCLA, 42 U.S.C. Section 9621(e)(1), does not apply.

17.5 The Air Force shall notify EPA in writing of any permits required for any off-site activities it plans to undertake as soon as it becomes aware of the requirement. The Air Force shall apply for all such permits and provide EPA with copies of all such permits, applications, and other documents related to the permit process and final permits.

17.6 The Air Force agrees to notify EPA of its intention to propose modifications to this Agreement to obtain conformance with the permit, or lack thereof if a permit or other authorization that is necessary for implementation of this Agreement is not issued, or is issued or renewed in a manner that is materially inconsistent with the requirements of this Agreement. Notification by the Air Force of its intent to propose modifications shall be submitted within sixty (60) days of receipt by the Air Force of notification that: (1) a permit will not be issued; (2) a permit has been issued or reissued; or (3) a final determination with respect to any appeal related to the issuance of a permit has been entered. Within sixty (60) days from the date it submits its notice of intention to propose modifications to this Agreement, the Air Force shall submit to EPA its proposed modifications to this Agreement with an explanation of its reasons in support thereof.

17.7 EPA shall review the Air Force's proposed modifications to this Agreement in accordance with Section XXXVI – AMENDMENT OF AGREEMENT. If the Air Force submits proposed modifications prior to a final determination of any appeal taken on a permit needed to implement this Agreement, EPA may elect to delay review of the proposed modifications until after such final determination is entered.

17.8 During any appeal by either Party of any permit required to implement this Agreement or during review of any proposed modification(s) to the permit, the Air Force shall continue to implement those portions of this Agreement, which can be reasonably implemented independent of final resolution of the permit issue(s) under appeal. However, as to Work that cannot be so

implemented, any corresponding Deadline, timetable, or Schedule shall be subject to Section XIII – EXTENSIONS.

17.9 Nothing in this Agreement shall be construed to affect the Air Force's obligation to comply with any RCRA permit(s) that the Facility may already have or will be issued in the future.

XVIII. REMOVAL AND EMERGENCY ACTIONS

18.1 The Air Force shall provide EPA with timely notice of any proposed removal action.

18.2 Nothing in this Agreement shall alter the Air Force's or EPA's authority with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. Section 9604.

18.3 If during the course of performing the activities required under this Agreement, either Party identifies an actual or a substantial threat of a release of any hazardous substance, pollutant, or contaminant at or from the Site, that Party may propose that the Air Force undertake removal actions to abate the danger and threat that may be posed by such actual or threatened release. All removal actions conducted on Joint Base Andrews shall be conducted in a manner consistent with this Agreement, CERCLA, Executive Order 12580, DERP, including provisions for timely notification and consultation with EPA, state, and local officials, and the NCP and shall, to the extent practicable, contribute to the efficient performance of any long-term remedial action with respect to the release(s) or threatened release(s) concerned. Prior to determining to undertake such actions, the Air Force shall submit to EPA:

18.3.1 Documentation of the actual or threatened release at or from the Site;

18.3.2 Documentation that the actions proposed will abate the danger and threat that may be posed by release of hazardous substances, pollutants, or contaminants at or from the Site;

18.3.3 Documentation that the action is consistent with the NCP, applicable Maryland regulations, and, to the extent practicable, contributes to the efficient performance of any long-term remedial action with respect to the release or threatened release concerned;

18.3.4 Prepare an Engineering Evaluation/Cost Analysis (EE/CA), or its equivalent for a removal action whenever a planning period of at least six months exists before on-Site activities must be initiated (Non-Time Critical Removal Action). The EE/CA shall contain an analysis of removal alternatives for a Site. The screening of alternatives shall be based on criteria as provided in CERCLA and the NCP, such as cost, feasibility, and effectiveness.

18.3.5 A Non-Time-Critical Removal Action Plan and Target Date for the proposed action; and

18.3.6 EPA shall expedite all reviews of these proposals to the maximum extent practicable.

18.4 The opportunity for review and comment for proposed removal actions, as stated in Subsection 18.3 above, may not apply if the action is in the nature of an emergency removal

taken because a release or threatened release may present an imminent and substantial endangerment to human health or the environment. The Air Force may determine that review and comment, as stated in Subsection 18.3 above, is impractical. However, in the case of an emergency removal action, the Air Force shall provide EPA with oral notice as soon as possible. A written notice shall be transmitted to EPA within forty-eight (48) hours after the Air Force determines that an emergency removal is necessary, which will include any deviations from the oral notice. Within seven (7) days after initiating an emergency removal action, the Air Force shall provide EPA with the written basis (factual, technical and scientific) for such action and any available documents supporting such action. Upon completion of an emergency removal action, the Air Force shall state whether, and to what extent, the emergency removal action varied from the description of the action in the written notice provided pursuant to this Section. Within sixty (60) days of completion of an emergency response action, the Air Force will furnish EPA with a Removal Action Memorandum addressing the information provided in the written notification, whether and to what extent the action varied from the description previously provided, and any other information required by CERCLA or the NCP, and in accordance with EPA Guidance for such actions. Such actions may be conducted at anytime, either before or after the issuance of a ROD.

18.5 If an imminent health hazard or an activity conducted pursuant to this Agreement that is creating a danger to the public health or welfare or the environment is discovered by either Party, the discovering Party will notify the other Party and the Air Force will take immediate action to promptly notify all appropriate state and local agencies, potentially affected persons and officials in accordance with 10 U.S.C. Section 2705(a). The Air Force will expeditiously take appropriate measures to protect all persons affected.

18.6 All activities pursuant to this Agreement will be performed in accordance with the Health and Safety Plan and will be conducted so as to minimize the threat to the surrounding public.

XIX. PERIODIC REVIEW

19.1 Consistent with Section 121(c) of CERCLA, 42 U.S.C. Section 9621(c), Section 300.430(f)(4)(ii) of the NCP, and in accordance with this Agreement, if the selected remedial action results in any hazardous substance, pollutants or contaminants remaining at the Site at levels above that allowing for unlimited use and unrestricted exposure, the Parties shall review the remedial action for each Operable Unit at least every five (5) years after the initiation of the remedial action to assure that human health and the environment are being protected by the remedial action being implemented. As part of this review, the Air Force shall report the findings of the review to EPA upon its completion. This report, the Periodic Review Assessment Report, shall be submitted to EPA for review and comment. Target Dates shall be established for the completion and transmission of the Periodic Review Assessment Report pursuant to Section XI – DEADLINES AND CONTENTS OF SITE MANAGEMENT PLAN.

19.2 If upon such review it is the conclusion of either of the Parties that additional action or modification of remedial action is appropriate at the Site in accordance with Sections 104 or 106

of CERCLA, 42 U.S.C. Sections 9604 or 9606, the Air Force shall implement such additional or modified action in accordance with Section IX – WORK TO BE PERFORMED.

19.3 Any dispute by the Parties regarding the need for or the scope of additional action or modification to a remedial action shall be resolved under Section XX – DISPUTE RESOLUTION, enforceable hereunder.

19.4 Any additional action or modification agreed upon pursuant to this Section shall be made a part of this Agreement.

19.5 EPA reserves the right to exercise any available authority to seek the performance of additional work that arises from a Periodic Review, pursuant to applicable law.

19.6 The assessment and selection of any additional response actions determined necessary as a result of a Periodic Review shall be in accordance with Subsection 9.7. Except for emergency response actions, which shall be governed by Section XVIII – REMOVAL AND EMERGENCY ACTIONS, such response actions shall be implemented as a supplemental response action in accordance with Subsections 9.7.4 and 9.7.5.

XX. DISPUTE RESOLUTION

20.1 Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. All Parties to this Agreement shall make reasonable efforts to resolve disputes informally at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Section shall be implemented to resolve a dispute.

20.2 Within thirty (30) days after: (1) issuance of a draft final Primary Document pursuant to Section X – CONSULTATION; or (2) any action that leads to or generates a dispute, the disputing Party shall submit to the DRC a written statement of dispute setting forth the nature of the dispute, the Work affected by the dispute, the disputing Party's position with respect to the dispute and the technical, legal or factual information the disputing Party is relying upon to support its position.

20.3 Prior to either Party's issuance of a written statement of dispute, the disputing Party shall engage the other Party in informal dispute resolution between the Project Managers and/or their immediate supervisors. During this informal dispute resolution period, the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute.

20.4 The Dispute Resolution Committee (DRC) will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. The Parties shall each designate one individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level (Senior Executive Service (SES) or equivalent) or be delegated the authority to participate on the DRC for the purposes of dispute resolution under this Agreement. EPA's representative on the DRC is the Hazardous

Site Cleanup Division Director of EPA, Region III. The Air Force's designated member is the Director of the Air Force Center for Engineering and the Environment. Written notice of any delegation of authority from the Party's designated representative on the DRC shall be provided to the other Party pursuant to the procedures of Section XIV – PROJECT MANAGERS.

20.5 Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) days to resolve unanimously the dispute and issue a written decision signed by both Parties. If the DRC is unable to resolve unanimously the dispute within this twenty-one (21) day period, the written statement of dispute shall be forwarded to the Senior Executive Committee (SEC) for resolution within seven (7) days after the close of the 21-day resolution process.

20.6 The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. EPA's representative on the SEC is the Regional Administrator of EPA Region III. The Air Force's representative on the SEC is the Deputy Assistant Secretary of the Air Force (Energy, Environment, Safety and Occupational Health). The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a written decision signed by both Parties. If unanimous resolution of the dispute is not reached within twenty-one (21) days, the EPA Regional Administrator shall issue a written position on the dispute. The Secretary of the Air Force may, within fourteen (14) days of the Regional Administrator's issuance of EPA's position, issue a written notice elevating the dispute to the Administrator of EPA for resolution in accordance with all applicable laws and procedures. In the event that the Air Force elects not to elevate the dispute to the Administrator within the designated fourteen (14) day escalation period, the Air Force shall be deemed to have agreed with Regional Administrator's written position with respect to the dispute.

20.7 Upon elevation of a dispute to the Administrator of EPA pursuant to Subsection 20.6, the Administrator will review and resolve the dispute within twenty-one (21) days. Upon request, and prior to resolving the dispute, the EPA Administrator shall meet and confer with the Secretary of the Air Force to discuss the issue(s) under dispute. Upon resolution, the Administrator shall provide the Air Force with a written final decision setting forth resolution of the dispute. The duties of the Administrator set forth in this Section shall not be delegated.

20.8 The pendency of any dispute under this Section shall not affect the Air Force's responsibility for timely performance of the Work required by this Agreement, except that the time period for completion of Work affected by such dispute shall be extended for a period of time usually not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the Work required by this Agreement that are not affected by the dispute shall continue to be completed in accordance with the applicable Schedule.

20.9 When dispute resolution is in progress, Work affected by the dispute will immediately be discontinued if the Hazardous Site Cleanup Division Director for EPA Region III requests, in writing, that Work related to the dispute be stopped because, in EPA's opinion, such Work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse effect on human health or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process. To the extent possible, the Party seeking a Work stoppage

shall consult with the other Party prior to initiating a Work stoppage request. After stoppage of Work, if a Party believes that the Work stoppage is inappropriate or may have potential significant adverse impacts, the Party may meet with the Party ordering a Work stoppage to discuss the Work stoppage. Following this meeting, and further consideration of the issues, the EPA Division Director will issue, in writing, a final decision with respect to the Work stoppage. The final written decision of the EPA Division Director may immediately be subjected to formal dispute resolution. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of the Party requesting dispute resolution.

20.10 Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Section, the Air Force shall incorporate the resolution and final determination into the appropriate plan, Schedule or procedures and proceed to implement this Agreement according to the amended plan, Schedule or procedures.

20.11 Resolution of a dispute pursuant to this Section constitutes a final resolution of any dispute arising under this Agreement. Both Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of this Agreement.

XXI. STIPULATED PENALTIES

21.1 In the event that the Air Force fails to submit a Primary Document, as listed in Section X – CONSULTATION, to EPA pursuant to the appropriate timetable or Deadlines in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement that relates to an interim or final remedial action, EPA may assess a stipulated penalty against the Air Force. A stipulated penalty may be assessed in an amount not to exceed $5,000 for the first week (or part thereof), and $10,000 for each additional week (or part thereof) for which a failure set forth in this Subsection occurs.

21.2 Upon determining that the Air Force has failed in a manner set forth in Subsection 21.1, EPA shall so notify the Air Force in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the Air Force shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. The Air Force shall not be liable for the stipulated penalty assessed by EPA if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

21.3 The annual reports required by CERCLA Section 120(e)(5) shall include, with respect to each final assessment of a stipulated penalty against the Air Force under this Agreement, each of the following:

21.3.1 The facility responsible for the failure;

21.3.2 A statement of the facts and circumstances giving rise to the failure;

21.3.3 A statement of any administrative or other corrective action taken, or a statement of why such measures were determined to be inappropriate;

21.3.4 A statement of any additional action taken by or at the facility to prevent recurrence of the same type of failure; and

21.3.5 The total dollar amount of the stipulated penalty assessed for the particular failure.

21.4 In the event that stipulated penalties become payable by the Air Force under this Agreement, the Air Force will seek Congressional approval and authorization to pay such stipulated penalties to the Federal Hazardous Substances Superfund. Stipulated penalties assessed pursuant to this Section shall be payable only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to, the DoD. Any requirement for the payment of stipulated penalties under this Agreement shall be subject to the availability of funds, and no provision herein shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

21.5 In no event shall this Section give rise to a stipulated penalty in excess of the amount set forth in CERCLA Section 109.

21.6 This Section shall not affect the Air Force's ability to obtain an extension of a timetable, Deadline or Schedule pursuant to Section XIII – EXTENSIONS.

21.7 Nothing in this Agreement shall be construed to render any officer or employee of the Air Force personally liable for the payment of any stipulated penalty assessed pursuant to this Section.

XXII. FORCE MAJEURE

22.1 A Force Majeure shall mean any event arising from causes beyond the control of the Party that causes a delay in or prevents the performance of any obligation under this Agreement, including but not limited to:

22.1.1 Acts of God;

22.1.2 Fire;

22.I.3 War;

22.1.4 Insurrection;

22.1.5 Civil disturbance;

22.1.6 Explosion;

22.1.7 Unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance;

22.1.8 Adverse weather conditions that could not be reasonably anticipated;

22.1.9 Unusual delay in transportation;

22.1.10 Restraint by court order or order of public authority;

22.1.11 Inability to obtain, at reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approvals, permits or licenses due to action or inaction of any governmental agency or authority other than the Air Force;

22.1.12 Delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and

22.1.13 Insufficient availability of appropriated funds, if the Air Force shall have made a timely request for such funds as a part of the budgetary process as set forth in Section XXVII – FUNDING.

22.2 A Force Majeure shall also include any strike or other labor dispute, whether or not within control of the Parties affected thereby. Force Majeure shall not include increased costs or expenses of response actions, whether or not anticipated at the time such response actions were initiated.

XXIII. ENFORCEABILITY

23.1 The Parties agree that:

23.1.1 Upon the Effective Date of this Agreement, any standard, regulation, condition, requirement or order that has become effective under CERCLA and is incorporated into this Agreement is enforceable by any person pursuant to CERCLA Section 310, and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under CERCLA Sections 310(c) and 109;

23.1.2 All timetables and Deadlines associated with the RI/FS shall be enforceable by any person pursuant to CERCLA Section 310, and any violation of such timetables or Deadlines will be subject to civil penalties under CERCLA Sections 310(c) and 109;

23.1.3 All terms and conditions of this Agreement which relate to interim or final remedial actions, including corresponding timetables, Deadlines or Schedules, and all Work associated with the interim or final remedial actions, shall be enforceable by any person pursuant to CERCLA Section 310(c), and any violation of such terms or conditions will be subject to civil penalties under CERCLA Sections 310(c) and 109; and

23.1.4 Any final resolution of a dispute pursuant to Section XX – DISPUTE RESOLUTION that establishes a term, condition, timetable, Deadline or Schedule shall be enforceable by any person pursuant to CERCLA Section 310(c), and any violation of such term, condition, timetable, Deadline or Schedule will be subject to civil penalties under CERCLA Sections 310(c) and 109.

23.2 Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action or Work where review is barred by any provision of CERCLA, including CERCLA Section 113(h).

23.3 Nothing in this Agreement shall be construed as a restriction or waiver of any rights EPA may have under CERCLA, including but not limited to any rights under Sections 113, 120, 121 and 310, 42 U.S.C. Sections 9613, 9620, 9621 and 9659. The Air Force does not waive any rights it may have under CERCLA Section 120, SARA Section 211 and Executive Order 12580.

23.4 The Parties agree to exhaust their rights under Section XX – DISPUTE RESOLUTION, prior to exercising any rights to judicial review that they may have.

23.5 The Parties agree that both Parties shall have the right to enforce the terms of this Agreement.

XXIV. OTHER CLAIMS

24.1 Subject to Section VIII – STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION, nothing in this Agreement shall restrict the Parties from taking any action under CERCLA, RCRA, state law, or other environmental statutes for any matter not specifically part of the Work performed under CERCLA, which is the subject matter of this Agreement.

24.2 Nothing in this Agreement shall constitute or be construed as a bar, or a discharge, or a release, from any claim, cause of action or demand in law or equity by or against any person, firm, partnership, or corporation not a signatory to this Agreement for any liability it may have arising out of, or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous waste, pollutants, or contaminants found at, taken to, or taken from the Site.

24.3 This Agreement does not constitute any decision or pre-authorization by EPA of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. Section 9611(a)(2) for any person, agent, contractor or consultant acting for the Air Force.

24.4 EPA shall not be held as a party to any contract entered into by the Air Force to implement the requirements of this Agreement.

24.5 The Air Force shall notify the appropriate Federal and Maryland Natural Resource Trustees of potential damages to natural resources resulting from releases or threatened releases

under investigation, as required by Section 104(b)(2) of CERCLA, 42 U.S.C. Section 9604(b)(2), and Section 2(e)(2) of Executive Order 12580. Except as provided herein, the Air Force is not released from any liability that it may have pursuant to any provisions of state and Federal law, including any claim for damages for destruction of, or loss of, natural resources.

24.6 This Agreement does not bar any claim for:

24.6.1 Natural resources damage assessments, or for damage to natural resources; or

24.6.2 Liability for disposal of any hazardous substances or waste material taken from Joint Base Andrews.

XXV. RESERVATION OF RIGHTS

25.1 Notwithstanding anything in this Agreement, EPA may initiate any administrative, legal or equitable remedies available to it, including requiring additional response actions by the Air Force in the event that: (a) conditions previously unknown or undetected by EPA arise or are discovered at the Site; or (b) EPA receives additional information not previously available concerning the premises that they employed in reaching this Agreement; or (c) the implementation of the requirements of this Agreement are no longer protective of public health and the environment; or (d) EPA discovers the presence of conditions on the Site that may constitute an imminent and substantial danger to the public health, welfare, or the environment; or (e) the Air Force fails to meet any of its obligations under this Agreement; or (f) the Air Force fails or refuses to comply with any applicable requirements of CERCLA or RCRA or state laws or regulations; or (g) the Air Force, its officers, employees, contractors, or agents falsify information, reports, or data, or make a false representation or statement in a record, report, or document relating to the release of hazardous materials at the Site, and this information affects the determination of whether a remedial action is protective of human health and the environment. For purposes of this Subsection, conditions at the Site and information known to EPA shall include only those conditions and information known as of the date of the relevant response action decision document.

25.2 The Parties agree to exhaust their rights under Section XX – DISPUTE RESOLUTION, prior to exercising any rights to judicial review that they may have.

25.3 The Parties, after exhausting their remedies under this Agreement, reserve any and all rights, including the right to raise or assert any defense they may have under CERCLA, or any other law, where those rights are not inconsistent with the provisions of this Agreement, CERCLA, or the NCP. This Section does not create any right that EPA does not already have under applicable law.

XXVI. PROPERTY TRANSFER

26.1 No change or transfer of any interest in the Facility or any part thereof shall in any way alter the status or responsibility of the Parties under this Agreement. The Air Force agrees to give EPA sixty (60) days notice prior to the sale or transfer by the United States of any title, easement, or other interest in the real property affected by this Agreement. The Air Force agrees to comply with Section 120(h) of CERCLA, 42 U.S.C. Section 9620(h), including the Community Environmental Response Facilitation Act (CERFA), and any additional amendments thereof, and with 40 C.F.R. Part 373, if applicable.

26.2 In accordance with Section 120(h) of CERCLA, 42 U.S.C. Section 9620(h), and 40 C.F.R. Part 373, the Air Force shall include notice of this Agreement in any Host/Tenant Agreement or Memorandum of Understanding that permits any non-Joint Base Andrews activity to function as an operator on any portion of the Site.

XXVII. FUNDING

27.1 It is the expectation of the Parties to this Agreement that all obligations of the Air Force arising under this Agreement will be fully funded. The Air Force agrees to seek sufficient funding through its budgetary process to fulfill its obligations under this Agreement.

27.2 In accordance with CERCLA Section 120(e)(5)(B), 42 U.S.C. Section 9620(e)(5)(B), the Air Force shall submit to DoD for inclusion in its annual report to Congress the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.

27.3 Any requirement for the payment or obligation of funds, including stipulated penalties, by the Air Force established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

27.4 If appropriated funds are not available to fulfill the Air Force's obligations under this Agreement, EPA reserves the right to initiate an action against any other person, or to take any response action, which would be appropriate absent this Agreement.

27.5 Funds authorized and appropriated annually by Congress under the Environmental Restoration, Air Force (ER,AF) appropriation in the Department of Defense Appropriations Act will be the source of funds for activities required by this Agreement consistent with 10 U.S.C. Chapter 160. However, should the ER,AF appropriation be inadequate in any year to meet the Air Force's total implementation requirements under this Agreement, the Air Force will, after consulting with the other Party and discussing the inadequacy with the members of the public interested in the action in accordance with Section XII – BUDGET DEVELOPMENT AND AMENDMENT OF SITE MANAGEMENT PLAN, prioritize and allocate that year's appropriation.

XXVIII. RECOVERY OF EPA EXPENSES

28.1 The Parties agree to amend this Agreement at a later date in accordance with any subsequent national resolution of the issue of EPA cost reimbursement for CERCLA response costs incurred by EPA. Pending such resolution, EPA reserves the rights it may have with respect to cost reimbursement.

XXIX. QUALITY ASSURANCE

29.1 The Air Force shall use quality assurance, quality control, and chain of custody procedures throughout all field investigation, sample collection and laboratory analysis activities. The Air Force has developed, in accordance with EPA Guidance, and EPA has approved, a Generic Quality Assurance Project Plan (GQAPP) that shall be used as a component of each RI, FS, RD, and RA Work Plan(s), as appropriate. If additional detail is required, the Air Force shall develop a Site-specific Quality Assurance Project Plan. These work plans will be reviewed as Primary Documents pursuant to Section X – CONSULTATION. QA/QC Plans shall be prepared in accordance with applicable EPA Guidance, including the Uniform Federal Policy for Quality Assurance Project Plans (March 2005).

29.2 In order to provide for quality assurance and maintain quality control regarding all fieldwork and samples collected pursuant to this Agreement, the Air Force shall include in each QA/QC Plan submitted to EPA all protocols to be used for sampling and analysis. The Air Force shall also ensure that any laboratory used for analysis is a participant in a QA/QC program that is consistent with EPA Guidance.

29.3 The Air Force shall ensure that lab audits are conducted as appropriate and are made available to EPA upon request. The Air Force shall ensure that EPA and/or its authorized representatives shall have access to all laboratories performing analyses on behalf of the Air Force pursuant to this Agreement.

XXX. RECORD PRESERVATION

30.1 Despite any document retention policy to the contrary, EPA and the Air Force shall preserve, during the pendency of this Agreement and for a minimum of ten (10) years after its termination or for a minimum of ten (10) years after implementation of any additional action taken pursuant to Section XIX – PERIODIC REVIEW, all records and documents in their possession that relate to actions taken pursuant to this Agreement. After the ten (10) year period, at the expiration of its document retention period, each Party shall notify the other Party at least forty-five (45) days prior to the proposed destruction or disposal of any such documents or records. Upon the request by either Party, the requested Party shall make available such records or copies of any such records unless withholding is authorized and determined appropriate by law. The Party withholding such records shall identify any documents withheld and the legal basis for withholding such records. No records withheld shall be destroyed until forty-five (45)

days after the final decision by the highest court or administrative body requested to review the matter.

30.2 All such records and documents shall be preserved for a period of ten (10) years following the termination of any judicial action regarding the Work performed under CERCLA, which is the subject of this Agreement.

XXXI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

31.1 Each Party shall make available to the other Party all the results of sampling, tests, or other data generated through the implementation of this Agreement as needed in a timely manner.

31.2 At the request of either Party, a Party shall allow the other Party or their authorized representatives to observe fieldwork and to take split or duplicate samples of any samples collected pursuant to this Agreement. Each Party shall notify the other Party by telephone not less than fourteen (14) days in advance of any scheduled sample collection activity unless otherwise agreed upon by the Parties. The Party shall provide written confirmation within three (3) days of the telephone notification.

31.3 If preliminary analysis indicates that an imminent or substantial endangerment to human health or the environment may exist, the other Project Manager shall be immediately notified.

XXXII. PROTECTED INFORMATION

32.1 The Air Force shall not withhold any physical, sampling, monitoring, or analytical data.

32.2 National Security Information:

32.2.1 Any dispute concerning EPA access to national security information ("classified information"), as defined in Executive Order 12958, as amended, shall be resolved in accordance with Executive Order 12958, as amended, and other applicable law, including the opportunity to demonstrate that EPA representative has proper clearances and a need to know, appeal to the Information Security Oversight Office, and final appeal to the National Security Council.

32.2.2 Upon receipt from EPA of a request to meet with the classifying officer regarding access to classified information, the Air Force shall, within ten (10) days of such request, notify EPA of the identity of the classifying officer and the level of classification of the information sought. If the document was classified by the Air Force, the classifying officer and the representative of EPA shall meet within twenty-one (21) days following receipt of the request. The purpose of the meeting shall be to seek a means to accommodate EPA's request for access to information without compromising national security or violating security regulations. If no resolution is reached at the meeting, the Air Force shall notify EPA of the classifying officer's decision within

fourteen (14) days following the meeting. Failure to render a timely decision shall be construed as a denial. Failure to respond is subject to dispute resolution under this Agreement.

32.2.3 Nothing in this Subsection 32.2 is intended to, or should be construed as, superseding any law, regulation, or promulgated Air Force directive regarding access to, release of, or protection of national security information.

XXXIII. COMMUNITY RELATIONS

33.1 The Air Force has developed and is implementing a Community Relations Plan. This plan responds to the need for an interactive relationship with all interested community elements, both on and off Joint Base Andrews, regarding environmental response activities conducted pursuant to this Agreement by the Air Force. Any revision or amendment to the Community Relations Plan shall be submitted to EPA for review and comment.

33.2 Except in case of an emergency requiring the release of necessary information, and except in the case of an enforcement action, either Party issuing a press release with reference to any of the Work required by this Agreement shall use its best efforts to advise the other Party of such press release and the contents thereof upon issuance of such release.

33.3 The Parties agree to comply with all relevant EPA policy and Guidance on community relations programs and the public participation requirements of CERCLA, the NCP and other applicable laws and regulations.

33.4 The Parties agree that Work conducted under this Agreement and any subsequent proposed remedial action alternatives and subsequent plans for remedial action at the Site arising out of this Agreement shall comply with all the Administrative Record and public participation requirements of CERCLA, including Sections 113(k) and 117, 42 U.S.C. Sections 9613(k) and 9617, the NCP, and all applicable Guidance developed and provided by EPA. This shall be achieved through implementation of the Community Relations Plan.

33.5 The Air Force shall establish and maintain an Administrative Record at or near Joint Base Andrews, in accordance with CERCLA Section 113(k), 42 U.S.C. § 9613(k), Subpart I of the NCP, and applicable EPA Guidance. Before the Effective Date of this Agreement, the Air Force established and began maintaining copies of an Administrative Record for the Joint Base Andrews NPL Site at Asset Management Flight, Building 3466, 3466 N. Carolina Avenue, at Joint Base Andrews, with a copy available for public viewing at the Prince George's County Memorial Library, Surratts-Clinton Branch, 9400 Piscataway Road, Clinton, Maryland 20735. The Administrative Record developed by the Air Force shall be periodically updated, and a copy of the Index will be provided to EPA. The Air Force will provide to EPA on request any document in the Administrative Record.

33.6 The Air Force has not established a Technical Review Committee or Restoration Advisory Board, within the meaning of 10 U.S.C. Section 2705(c), due to lack of interest exhibited by the public in active participation in the CERCLA process at the Site.

33.7 If the Air Force establishes a Technical Review Committee or Restoration Advisory Board, in accordance with 10 U.S.C. Section 2705(c), the chair of the Committee or Board shall schedule semi-annual meetings unless the Parties agree to meet more or less frequently. The Air Force will provide semi-annual Status Updates between meetings. If possible, meetings shall be held in conjunction with the meetings of the Project Managers. Meetings and Status Updates shall be for the purpose of reviewing progress under the Agreement and for the following purposes:

33.7.1 To facilitate early and continued flow of information between the community, Joint Base Andrews, and the environmental regulatory agencies in relation to restoration actions taken by Joint Base Andrews under the Installation Restoration Program;

33.7.2 To provide an opportunity for Committee or Board members and the public to review and comment on actions and proposed actions under the Environmental Restoration Program; and

33.7.3 To facilitate regulatory and public participation consistent with applicable laws.

33.8 Special meetings of the Committee or Board may be held at the request of the members.

XXXIV. PUBLIC COMMENT ON THIS AGREEMENT

34.1 Within fifteen (15) days after the execution of this Agreement (the date by which both Parties have signed the Agreement), EPA shall announce the availability of this Agreement to the public for their review and comment. Such public notices shall include information advising the public as to availability and location of the Administrative Record as discussed in Subsection 34.5. EPA shall accept comments from the public for forty-five (45) days after such announcement. Within twenty-one (21) days of completion of the public comment period, EPA shall transmit copies of all comments received within the comment period to the Air Force. Within thirty (30) days after the transmittal, the Parties shall review the comments and shall decide that either:

34.1.1 The Agreement shall be made effective without any modifications; or

34.1.2 The Agreement shall be modified prior to being made effective.

34.2 If the Parties agree that the Agreement shall be made effective without any modifications, and if the Parties agree on the Responsiveness Summary, EPA shall transmit a copy of the signed Agreement to the Air Force and shall notify the Air Force in writing that the Agreement is effective. The Effective Date of the Agreement shall be the date of receipt by the Air Force of the signed Agreement from EPA.

34.3 If the Parties agree that modifications are needed and agree upon the modifications and amend the Agreement by mutual consent within sixty (60) days after the expiration of the public comment period, EPA in consultation with the Air Force will determine whether the modified

Agreement requires additional public notice and comment pursuant to any provision of CERCLA. If EPA determines that no additional notice and comment are required, and the Parties agree on the Responsiveness Summary, EPA shall transmit a copy of the modified Agreement to the Air Force and shall notify it in writing that the modified Agreement is effective as of the date of the notification. If the Parties amend the Agreement within the sixty (60) days and EPA determines that additional notice and comment are required, such additional notice and comment shall be provided consistent with the provisions stated in Subsection 34.1 above. If the Parties agree, after such additional notice and comment has been provided, that the modified Agreement does not require any further modification and if the Parties agree on the Responsiveness Summary, EPA shall send a copy of the mutually agreed upon modified Agreement to the Air Force and shall notify it that the modified Agreement is effective. In either case, the Effective Date of the modified Agreement shall be the date of receipt by the Air Force from EPA of notification that the modified Agreement is effective.

34.4 In the event that the Parties cannot agree on the modifications or on the Responsiveness Summary within thirty (30) days after the EPA's transmittal of the public comments, the Parties agree to negotiate in good faith for an additional fifteen (15) days before invoking dispute resolution. The Parties agree to have at least one meeting during that 15-day period to attempt to reach agreement.

34.5 If, after the times provided in Subsection 34.4, the Parties have not reached agreement on:

34.5.1 Whether modifications to the Agreement are needed; or

34.5.2 What modifications to the Agreement should be made; or

34.5.3 Any language, any provisions, any Deadlines, any Work to be performed or any content of the Agreement or any Appendices to the Agreement; or

34.5.4 Whether additional public notice and comments are required; or

34.5.5 The contents of the responsiveness summary,

then the matters that are in dispute shall be resolved by the dispute resolution procedures of Section XX – DISPUTE RESOLUTION. For the purposes of this Section, the Agreement shall not be effective while the dispute resolution proceedings are underway. After these proceedings are completed, the Final Written Decision shall be provided to the Parties indicating the results of the dispute resolution proceedings. Each Party reserves the right to withdraw from the Agreement by providing written notice to the other Party within twenty (20) days after receiving from EPA the Final Written Decision of the resolution of the matters in dispute. Failure by a Party to provide such a written notice of withdrawal to EPA within this twenty (20) day period shall act as a waiver of the right of that Party to withdraw from the Agreement, and EPA shall thereafter send a copy of the final Agreement to the other Party and shall notify the other Party that the Agreement is effective. The Effective Date of the Agreement shall be the date of receipt of that letter from EPA to the Air Force.

34.5.6 At the start of the public comment period, the Air Force will transmit copies of this Agreement to the appropriate Federal, state, and local Natural Resource Trustees for review and comment within the time limits set forth in this Section.

34.5.7 Existing records maintained by Joint Base Andrews that will be included in the Administrative Record such as reports, plans, and Schedules shall be made available by the Air Force for public review during the public comment period.

XXXV. EFFECTIVE DATE

This Agreement shall be effective in its entirety between the Parties in accordance with Section XXXIV – PUBLIC COMMENT ON THIS AGREEMENT.

XXXVI. AMENDMENT OF AGREEMENT

36.1 Except as provided in Section XIV – PROJECT MANAGERS, this Agreement can be amended or modified solely upon written consent of both the Parties. Such amendments or modifications shall be in writing, and shall become effective on the third business day following the date on which EPA signs the amendments or modifications. The Parties may agree on a different Effective Date. As the last signing Party, EPA will provide notice to the Air Force pursuant to Section XIV – PROJECT MANAGERS, of the Effective Date.

36.2 The Party initiating the amendment of this Agreement shall propose in writing the amendment for distribution and signature by the other Party.

36.3 During the course of activities under this Agreement, the Parties anticipate that statutes, regulations, Guidance, and other rules will change. Those changed statutes, regulations, Guidance, and other rules shall be applied to the activities under this Agreement in the following manner:

36.3.1 Applicable statutes and regulations shall be applied in accordance with the statutory or regulatory language on applicability, and if applied to ongoing activities, shall be applied on the effective date provided. However, the Parties shall, to the extent practicable, apply them in such a way as to avoid as much as possible the need for repeating Work already accomplished;

37.3.2 Applicable policy or Guidance shall be applied as it exists at the time of initiation of the Work in issue; and

36.3.3 Applicable policy or Guidance that is changed after the initiation of the Work in issue or after its completion shall be applied subject to Section XX – DISPUTE RESOLUTION. The Party proposing application of such changed policy or Guidance shall have the burden of proving the appropriateness of its application. In any case, the Parties shall, to the extent practicable, apply any changed policy or Guidance in such a way as to avoid, as much as possible, the need for repeating Work already accomplished.

36.3.4 Changes in ARARs are governed by Section 300.430(f)(1)(ii)(B)(1) of the NCP.

XXXVII. SEVERABILITY

If any provision of this Agreement is ruled invalid, illegal, or unconstitutional, the remainder of the Agreement shall not be affected by such a ruling.

XXXVIII. TERMINATION AND SATISFACTION

38.1 The provisions of this Agreement shall be deemed satisfied upon a consensus of the Parties that the Air Force has completed its obligations under the terms of this Agreement. Following EPA Certification of all the response actions at the Site pursuant to Subsection 9.8 of Section IX – WORK TO BE PERFORMED, either Party may propose in writing the termination of this Agreement upon a showing that the requirements of this Agreement have been satisfied. The obligations and objectives of this Agreement shall be deemed satisfied and terminated upon receipt by the Air Force of written notice from EPA that the Air Force has demonstrated that all the requirements of this Agreement have been satisfied. A Party opposing termination of this Agreement shall provide a written statement of the basis for its denial and describe the actions necessary to grant a termination notice to the proposing Party within ninety (90) days of receipt of the proposal.

38.2 Any disputes arising from this Termination and Satisfaction process shall be resolved pursuant to the provisions of Section XX – DISPUTE RESOLUTION, of this Agreement.

38.3 Upon termination of this Agreement, the Air Force shall place a public notice announcing termination in two (2) local newspapers of general circulation.

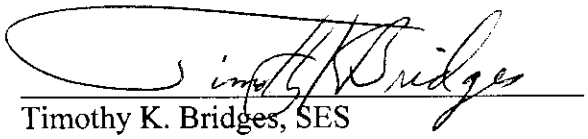
38.4 This Section shall not affect the Parties' obligations pursuant to Section XIX – PERIODIC REVIEW or Section XXX – RECORD PRESERVATION of this Agreement. In no event will this Agreement terminate prior to the Air Force's completion of the Work required by this Agreement.

AUTHORIZED SIGNATURES

The undersigned representative certifies that he or she is fully authorized by the Party he or she represents to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement. This Agreement shall apply to and be binding upon EPA and the Air Force.

IT IS SO AGREED:

By



Date 31 Aug 11

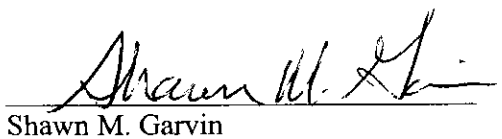
Timothy K. Bridges, SES
Deputy Assistant Secretary of the Air Force
(Environment, Safety & Occupational Health)

AUTHORIZED SIGNATURES

The undersigned representative certifies that he or she is fully authorized by the Party he or she represents to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement. This Agreement shall apply to and be binding upon EPA and the Air Force.

IT IS SO AGREED:

By



Date SEP 07 2011

Shawn M. Garvin
Regional Administrator
Environmental Protection Agency, Region III

APPENDICES

APPENDIX A - INITIAL LIST OF SITES REQUIRING RI/FS (AS OF JULY 2011)		
Site ID#	**Site Name**	**Comments**
LF-06	LF-06 aka Landfill 6 aka Landfill No. 3 or D3 or SWMU-64	RI submitted in 2007. Supplemental RI Work Plan combined for LF-06/07/BLNA submitted for review and technical Memo for Piscataway Creek ERA under a contract. Includes the Andrews DRMO.
LF-07	LF-07 aka Landfill 4 or D4 or SWMU-65	RI submitted in 2007. Supplemental RI Work Plan for combined LF-06/07/BLNA submitted for review and technical Memo for Piscataway Creek ERA under a contract. Includes the Andrews DRMO.
D-2	Base Lake North Area (BLNA), or Landfill No. 2, or D-2, or SWMU-63	RI submitted in 2007. Supplemental RI Work Plan combined for LF-06/07/BLNA submitted for review and technical Memo for Piscataway Creek ERA.
AOC-33	Piscataway Creek	RI submitted in 2007. Supplemental RI Work Plan submitted for review of LF-06/07/BLNA and technical Memo for Piscataway Creek ERA.
SS-26	Formerly AOC-30 (Hanger 15); also includes SWMU-11, SWMU-39, SWMU-47, and SWMU-48	Draft RI Work Plan submitted for review. RI in progress, Includes SWMU-11 (2,000-gallon UST, waste oil, empty), SWMU-26, SWMU-39 (Waste Accumulation Point at Bldg. 3121), SWMU-47 (Waste Accumulation Point at Bldg. 3119), SWMU-48 (Waste Accumulation Point at Bldg. 3129 (Hangar 15)
SS-27	Former Dry Cleaners	The RI and FS are complete. A draft Proposed Plan has been submitted to EPA for review.
SS-28	Formerly AOC-32, former fire truck Maintenance Facility	A draft RI work plan was submitted to EPA for review in March 2009. Work plan to include SWMU-2 250-gallon waste oil AST (Fire Truck Maintenance) and SWMU-40 Waste Accumulation Point at Bldg. 1206 (AOC 32 - Fire Truck Maintenance)--not adequately addressed in the SS-28 Supplemental Remedial Investigation Report.
OWS 3460	Oil/Water Separator Site 3460	The tank at Bldg. 3460 was a 5,000-gallon concrete vessel utilized as an oil/water separator. The tank was removed due to impaired structural integrity.

UST 3227	Underground Storage Tank Site 3227	A 1,000-gallon UST containing waste oil was removed in 1996. Will be investigated with SWMU-12, located nearby.
D-5	Hardfill Area	The Site is a former landfill.
SWMU-12	550-gallon waste oil UST (DCANG Motor Pool)	Investigation will include UST 3227. ST-08 is located across the street.
SWMU-56	Civil Engineering Storage Yard or HW-2	This fenced, paved parking and staging area was the subject of some of the ST-14 field sampling borings looking for specific sources of contaminants. Wells were installed. The area includes demolished Building 3459. Materials stored included thinners, paints, asphalt, roofing products, lumber, pipes, transformers, and hazardous waste.
SWMU-69	Fire Protection Training Area 3 (FT-3).	Needs further investigation. Fire training operated by H-43 Helicopter Squadron 1960s to 1970s. Possible comingled plumes from fire training area with heating oil leak.

APPENDIX B - SITES WITH PROPOSED PLAN, RECORD OF DECISION OR REMEDIAL ACTION COMPLETION REPORT (AS OF JULY 2011)		
Site ID#	**Site Name**	**Comments**
FT-02	Fire Training Area No. 1 or *SWMU-67 or Fire Protection Training Area 1	ROD signed in September 2009.
FT-03	Fire Training Area No. 2 or Fire Protection Area-2 or *SWMU-68	ROD signed in September 2008. In Remedial Design phase. Monitoring wells to be installed.
FT-04	Fire Training Area Number 4 Includes SWMU-8 2,000-gallon AST at FT-04, Flammable wastes (FT-04) *SWMU-70	ROD signed in November 2005. Undertaking second treatment of groundwater for upgradient source. In performance monitoring phase. New monitoring wells for long-term monitoring have been installed to replace those damaged by a building construction project.
LF-05	Leroy's Lane Landfill or LF-05 or D1 Includes *SWMU-16 Active Rubble Landfill and *SWMU-62 (aka Active Rubble Landfill)	ROD signed in July 2009.
ST-10	PD-680 Spill Site *SWMU-5 25,000-gallon waste oil tank at Bldg. 1773 (ST-10/ST-20) *SWMU-6 5,000-gallon Underground Storage Tank near Bldg. 1773 (ST-10/ST-20) *SWMU-30 Waste Accumulation Point located at Bldg 1774 *SWMU-61 Wash Rack at Bldg. 1773	ROD signed in September 2005; remedial action is complete. In long-term performance monitoring and maintenance.
ST-14	East Side Service Station	ROD signed in September 2007. Remedial action in progress. Monitoring has begun. The ROD requires a minimum of six quarterly

ST-14 Cont'd	Also Includes: Building 3471 Underground Storage Tank Removal Former Aircraft Wash Rack Southern Fire department Wash Site Former vehicle Wash Rack Area Near Naval Air Facility Northern Fire Department Wash Site	monitoring intervals to evaluate the progress of the cleanup to achieve remediation in less than 20 to 30 years. Additional areas investigated in the Final Site ST-14 Source Area Investigation Report, July 2007. No source area was identified as a continued source to groundwater.
SD-23	Sludge Disposal	No Action ROD signed May 31, 2007.

* Indicates an AOC or SWMU that has been incorporated within another Site.

APPENDIX C - SITES BEING ADDRESSED UNDER OTHER REGULATORY PROGRAMS (AS OF JULY 2011)		
Site ID#	**Site Name**	**Comments**
ST-08	MOSGAS UST Leak	MDE Oil Control Program
SS-12	JP-4 Spill Site	MDE Oil Control Program
SS-13	POL Yard Storage Tanks	MDE Oil Control Program
ST-15	Brandywine Housing USTs	MDE Oil Control Program
ST-17	AAFES Gas Station	MDE Oil Control Program
ST-20	UST areas	MDE Oil Control Program
SS-21	Engine Test Cell	MDE Oil Control Program
SS-22	Hanger 13	MDE Oil Control Program
SWMU-3	500-gallon waste oil underground storage tank (ST-20)	MDE Oil Control Program
SWMU-7	AGE Facility, 25,000-gallon Jet Fuel UST	MDE Oil Control Program
SWMU-9	2,600-gallon Reclaimable Jet Fuel UST (SS-13/POL Yard)	MDE Oil Control Program
SWMU-10	2,000-gallon Reclaimable Jet Fuel UST (SS-13/POL Yard)	MDE Oil Control Program
UST 1234	Underground Storage Tank Site 1234	MDE Oil Control Program. Contaminated soil was found when the 3,000-gallon No. 2 fuel oil UST at Bldg. 1234 was removed in1994.
Bldg 3717	Spill Site 3717	Contaminated soil was discovered during the excavation for the construction of the East Child Development Center. The release was No. 2 fuel oil.
UST 1539	Underground Storage Tank Site 1539-2	MDE Oil Control Program. Two USTs of 10,000- and 2,000-gallons containing No. 2 fuel oil and an unknown product, respectively, were removed in June 1994.

UST 3382	Underground Storage Tank Site 3382	MDE Oil Control Program. A 1,000-gallon UST containing No. 2 fuel oil was determined to be leaking by means of an integrity (tightness) test in 1991. The UST was removed from service, emptied, and removed in 1992.
UST 1933	Underground Storage Tank Site 1933-3	MDE Oil Control Program. An UST containing 25,000-gallons of JP-4 was removed in October 1993.
UST 3409	Underground Storage Tank Site 3409	MDE Oil Control Program. A 50,000-gallon No. 6 fuel oil tank was removed in 1996.
UST 3639	Underground Storage Tank Site 3639-2	MDE Oil Control Program. A 500-gallon MOGAS UST and a 1,000-gallon diesel UST were removed in 1993.
UST 3744	Underground Storage Tank Site 3744	MDE Oil Control Program. A 550-gallon heating oil UST was removed in 1993.
UST 4442	Underground Storage Tank Site 4442	MDE Oil Control Program. A 1,000-gallon No. 2 fuel oil UST was removed in 1991.
UST 4686	Underground Storage Tank Site 4686	MDE Oil Control Program. A 1,000-gallon diesel UST was removed in 1993.
UST 3534-36	Underground Storage Tank Site 3534-36	MDE Oil Control Program. A 2,000-gallon No. 2 fuel oil UST was removed in 1993.
UST 3604	Underground Storage Tank Site 3604	MDE Oil Control Program. An UST on land leased to the Navy was removed from Bldg. 3604, which has since been demolished.

UST 3808	Underground Storage Tank Site 3808	MDE Oil Control Program. A 550-gallon No. 2 fuel oil tank was removed in 1993.
UST 4575B	Underground Storage Tank Site 4575B	MDE Oil Control Program. A 20,000-gallon No. 2 fuel oil UST was removed in 1997.
UST 1050-1/2	Contaminated Soil at UST Site, Bldg. 1050	MDE Oil Control Program. Contaminated soil at UST Site. Two 1,000 gallon USTs were removed from the Site in August 1993.

UST 1204	Contaminated Soil at Bldg 1204	MDE Oil Control Program. Stained soil was identified by MDE during a No. 2 fuel oil UST removal in Nov 1996
Bldg 1287	UST removal at Bldg. 1287	MDE Oil Control Program. A diesel 3,000-gallon UST was removed from the Site.
UST 1508	Contaminated soil at Former UST Site, Bldg 1508	MDE Oil Control Program. Potentially contaminated soil at former 550-gallon fuel oil UST.
UST 1516	Underground Storage Tank Site 1516	MDE Oil Control Program; 4,000 gallon UST containing No. 2 fuel oil was removed on May 30, 1997.
Bldg 1686	Contaminated Soil at UST and Construction Site	MDE Oil Control Program. Contaminated soil was found during construction of the Bachelors Officer Quarters at Bldg. 1686.
UST 1845-1 and 1845-2	Subsurface contamination at Bldg 1845	MDE Oil Control Program. Groundwater and soil contamination originating from two No. 2 heating oil USTs at the building.

Bldg 2487	UST at Maryland State Police Hangar	MDE Oil Control Program. An UST was removed at Bldg. 2487, and there is potential soil contamination from the UST removal.
UST 3032	UST at Bldg 3032	MDE Oil Control Program. Potential soil contamination from No. 2 fuel oil UST.
TA/AS-C502	AST at Civil Air Patrol	MDE Oil Control Program. An AST located on the airfield near the Maryland State Police Hangar may have leaked.
UST 3139	Contaminated Soil at UST 3139 Site	MDE Oil Control Program. Some staining was noted by MDE during the 1996 removal of this No. 2 fuel oil UST.
Bldg 3121	Removed UST	MDE Oil Control Program,
UST 1345	Contaminated soil at UST 1345	Contaminated soil was found at a former 1,500-gallon UST that had held No. 2 fuel oil.
TU-24	Car Care Center	MDE Oil Control Program
TU-25	Auto Hobby Shop	MDE Oil Control Program
ST-18	Military Housing Richmond Ave, No. 2 Fuel Oil	Fuel oil leak; MDE Oil Control Program
ST-19	Military Housing Heating Oil USTs	MDE Oil Control Program

UST 3214	Underground Storage Tank Site 3214	UST removal Site. The site is based on a year 2000 MDE Oil Control case number. Joint Base Andrews has no historical records indicating presence of a UST at building 3214.
Bldg 1236	Soil contamination from UST at Bldg 1236	An UST was removed at Bldg. 1236. Subsurface sample results from the UST area did not detect any VOCs or petroleum.
UST 3117	Underground Storage Tank Site 3117	Joint Base Andrews has no record of a building 3117.

APPENDIX D - ERP SITES WITH DECISION DOCUMENTS REQUIRING NO FURTHER RESPONSE ACTION (AS OF JULY 2011)		
Site ID#	**Site Name / Description**	**Comments**
AOC26	Former Fuel Hydrant System	NFRAP
AOC27	Disposal Pits	NFRAP
SWMU-1	Buildings 4956,4857, 4959, and 4966	NFA (Tier II)
SWMU-4	1,000-gallon waste automobile oil UST at AAFES Gas Station (ST-17)	Closed by Regulatory Partners in November 2005.
SWMU-13	250-gallon waste oil AST	NFA. No indication of releases.
SWMU-14	5000-gallon waste oil UST (ST-08 - Motor Pool)	Closed by Regulatory Partners in August 2004.
SWMU-15	250-gallon waste oil UST (ST-08)	Closed by Regulatory Partners in August 2004.
SWMU-20	Waste Accumulation Point (WAP) located at south end of Hangar 13 (SS-22); solvents, jet engine oil, fuel, hydraulic fluid, etc.	NFA (Tier I)
SWMU-21	Waste Accumulation Point (WAP) located at Hangar 13; waste oil	NFA (Tier I)
SWMU-22	Waste Accumulation Point (WAP) located at Hangar 14; waste engine oil, hydraulic fluid	NFA (Tier I)
SWMU-23	Waste Accumulation Point (WAP) located at Hangar 14; waste engine oil, hydraulic fluid, JP-4, paint thinner	NFA (Tier I)
SWMU-24	Waste Accumulation Point (WAP) located at Bldg. 1791; flammable waste (waste polyurethane paint)	NFA, no evidence of release.
SWMU-25	Waste Accumulation Point located at Bldg 1714; PD-680, Trichloroethane	NFA, no evidence of release.
SWMU-26	Waste Accumulation Point located at Bldg 1706; engine oil, hydraulic fluid	NFA, no evidence of release.
SWMU-27	Waste Accumulation Point located at NE corner of Bldg. 1914; engine oil & hydraulic fluid	NFA, no evidence of release.

SWMU-28	Waste Accumulation Point located at Bldg 1932; Flammables (waste oil, PD-680 solvent)	NFA, no evidence of release.
SWMU-29	Waste Accumulation Point located at N end Bldg 1933; turbine oil, hydraulic fluid, antifreeze	NFA, no evidence of release.
SWMU-31	Waste Accumulation Point located at Bldg. 4881; PD-680 and waste hydraulic fluid	Closed by Regulatory Partners in February 2006.
SWMU-32	Waste Accumulation Point located at Bldg. 1225 - 1228; antifreeze, waste oil, waste hydraulic fluid, lube oil, turbine oil	NFA, no evidence of release.
SWMU-33	Waste Accumulation Point located at Bldg. 1558; waste oil and waste diesel	NFA, no evidence of release.
SWMU-34	Waste Accumulation Point at Bldg. 3640 - motor oil, hydraulic fluid, PD-680	NFA, no evidence of release.
SWMU-35	Waste Accumulation Point located near Bldg. 3639; PD680, waste fuel, waste oil, and hydraulic fluid	Closed by Regulatory Partners in February 2006.
SWMU-38	Waste Accumulation Point at Bldg. 3227 - engine oil	NFA, no evidence of release.
SWMU-42	Waste Accumulation Point at Building 3355; antifreeze, waste oil (ST-08)	NFA (Tier I)
SWMU-43	Waste Accumulation Point at Bldg. 3354; hydraulic fluid, antifreeze, waste oil (ST-08)	Closed by Regulatory Partners in June 2004.
SWMU-44	Waste Accumulation Point at Bldg. 3334; antifreeze, waste oil, and waste hydraulic oil (ST-08)	Closed by Regulatory Partners in June 2004.
SWMU-45	Waste Accumulation Point at Bldg. 3345; paint thinner and waste paint (ST-08)	NFA, no evidence of release.
SWMU-46	Waste Accumulation Point at Bldg. 3342; waste oil (ST-08)	NFA
SWMU-49	Waste Accumulation Point at Bldg. 3031; waste solvent and JP-4	NFA
SWMU-50	Waste Accumulation Point at Bldg 3032; probably used oil	NFA

SWMU-51	Waste Accumulation Point at Building 3217; antifreeze, waste oil	NFA
SWMU-52	Waste Accumulation Point at Bldg. 3257; waste oil	NFA, no evidence of release.
SWMU-53	Incinerator for Pathological/Infectious Waste in Bldg. 1050, Malcolm Grow Medical Center - 5th floor; placenta, drugs, and red bags (infectious waste)	NFA, no evidence of release.
SWMU-54	Labs at Malcolm Grow Medical Center; infectious and pathological waste (Petri dishes, tissues, blood samples, used needles, placenta, etc.).	No evidence of release
SWMU-55	Incinerator for Aircraft Refuse; airplane garbage and wastes, shredded classified documents	NFA, no evidence of release.
SWMU-57	Pesticide storage area; Surflan, Oftanol Sterilite	NFA, no evidence of release, storage only
SWMU-58	Pesticide storage area; Tersan, Progran & other pesticides	NFA (Tier I)
SWMU-71	Sewage Treatment Plant #3; sanitary sewage	Closed by Regulatory Partners in January 2007.
SWMU-72	Sewage Treatment Plant #1; sanitary sewage	Closed by Regulatory Partners in January 2007.
SWMU-73	Sewage Treatment Plant #4; sanitary sewage	Closed by Regulatory Partners in January 2007.
SWMU-74	Sewage Treatment Plant #2; sanitary sewage	Closed by Regulatory Partners in January 2007.
SWMU-76	Water Tower - East of Trailer Park 2	NFA, evaluation has already been conducted.
SWMU-77	Storm Drain East of Hanger 12	NFA, no evidence of release

* Indicates an AOC or SWMU that has been incorporated within another Site.

APPENDIX E - INITIAL INFORMATION ON SITES (OTHER THAN OPERATIONAL RANGES) SUSPECTED TO CONTAIN UXO, DMM OR MC (AS OF JULY 2011)		
Site ID#	**Site Name**	**Comments**
34	Skeet and Trap Club TS345 (Buildings 2350 and 2351)	CSE* Phase II pending; EPA recommended an accelerated to a RI/FS
35	Firing-In Buttress (Aircraft Calibration Area)	CSE Phase II pending
36	Small Arms Range (Building 2355)	CSE Phase II pending
37	Old Skeet Range (Building 2364)	CSE Phase II pending; EPA recommended an accelerated to a RI/FS
38	Rifle Range I	CSE Phase II pending; EPA recommended an accelerated RI/FS
39	Rifle Range II	CSE Phase II pending; EPA recommended an accelerated RI/FS

* A Comprehensive Site Evaluation exceeds an SI in depth of investigation to determine type and extent of contamination.

APPENDIX F

SITE MANAGEMENT PLAN