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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6

AND

TEXAS WATER COMMISSION
(ON BEHALF OF THE STATE OF TEXAS)

AND

UNITED STATES DEPARTMENT OF THE AIR FORCE

IN THE MATTER OF:	)	
	)	
THE U.S. DEPARTMENT	)	
OF THE AIR FORCE,	)	ADMINISTRATIVE DOCKET
	)	NUMBER CERCLA: VI-13-90
AIR FORCE PLANT #4,	)	
FORT WORTH, TEXAS	)	

FEDERAL FACILITY AGREEMENT
PURSUANT TO CERCLA §120

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THE U.S. DEPARTMENT OF THE AIR FORCE	)	FEDERAL FACILITY AGREEMENT
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	)	PURSUANT TO CERCLA §120
AIR FORCE PLANT #4, FT. WORTH, TEXAS	)	
	)	ADMINISTRATIVE DOCKET NUMBER: CERCLA VI-13-90

Based upon the information available to the Parties as of the effective date of this FEDERAL FACILITY AGREEMENT ("Agreement"), and without trial or adjudication of any issues of fact or law, the U.S. Environmental Protection Agency, the State of Texas, and the United States Department of the Air Force ("Parties") agree as follows:

I. JURISDICTION

Each Party enters into this Agreement pursuant to the following authorities:

A. The United States Environmental Protection Agency - Region 6 ("EPA"), 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 of 1980 ("CERCLA"), 42 U.S.C. §9620(e)(1), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") Pub. L. 99-499 (hereinafter jointly referred to as "CERCLA"), and Sections 6001, 3004(u) and (v) and 3008(h) of the Resource Conservation

and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§6961, 6924(u) and (v) and §6928(h), as amended by the Hazardous and Solid Waste Amendments of 1984 ("HSWA") (hereinafter jointly referred to as "RCRA"), and Executive Order 12580;

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

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

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

E. The State of Texas, represented by the Texas Water Commission ("TWC") enters into this Agreement pursuant to CERCLA §§120(f) and 121(f), 42 U.S.C. §§9620(f) and 9621(f), RCRA 3006, 42 U.S.C. §6926, and VERNON ART. 4477-7, Sec. 15, as amended by S.B. 1502, Acts 1989, 71st Leg. Chap. 703. The TWC was

designated the lead State agency on CERCLA matters for the State of Texas by Governor Clements by letter dated February 8, 1982, to Dick Whittington, Regional Administrator, U.S. Environmental Protection Agency, Region 6.

II. DEFINITIONS AND ACRONYMS

Terms used in this Agreement shall have the same definitions as in CERCLA §101, 42 U.S.C. §9601, RCRA §1004, 42 U.S.C. §6903, 40 C.F.R. Parts 260-302 and Section 361.003 of the Texas Health and Safety Code (VERNON 1990). If there is a conflict between the statutory definitions, the definition in CERCLA shall control. Additionally, the following terms in this Agreement are defined as:

A. Definitions:

1. "administrative record" shall mean all documents that form the basis for the selection of a response action.

2. "Air Force" shall mean the United States Department of the Air Force, authorized representatives, successors in office, and assigns.

3. "ARAR" shall mean the legally applicable or relevant and appropriate requirements of state and federal environmental laws pursuant to Section 121 of CERCLA, 42 U.S.C. §9621.

4. "Authorized representative" includes contractors acting by and for EPA or TWC or the Air Force relative to functions associated with this Agreement.

5. "Construction Report" shall mean the report prepared by the Air Force which certifies that all items

contained in the Remedial Design plans and specifications, and any incorporated documents, have been completed. The report should also include documentation substantiating that the performance standards have been met and record drawings of the project.

6. "Days" shall mean calendar days unless otherwise noted.

7. "Document(s)" shall mean any parties' records, reports, correspondence, or retrievable information of any kind relating to the generation, treatment, storage, disposal, investigation, analysis, and/or remediation of hazardous substances, contaminants or pollutants at or migrating from Air Force Plant #4, including contractor records when the contractor is an authorized representative.

8. "EPA" shall mean the United States Environmental Protection Agency, and its successors in interest and assigns.

9. "Facility" shall mean the property and fixtures known as Air Force Plant #4 and all contiguous property affected by the migration of hazardous substances, pollutants, contaminants or hazardous constituents which have or may have been released from the Site.

10. "Federal Facility Agreement" or "Agreement" shall mean this document and all Attachments hereto, said Attachments being incorporated herein.

11. "Monthly Progress Report" shall mean the report submitted by the Air Force to the EPA and the TWC on the twentieth (20th) of every month. At a minimum, the reports

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Monthly Reports

shall: (1) provide a summary of the actions which have been taken pursuant to this Agreement; (2) include a summary of all results of sampling, tests, and other data received and verified by the Air Force during the reporting period; (3) provide a summary of all activities completed pursuant to this Agreement during the previous month as well as such actions and plans which are scheduled for the next month; and (4) describe any delays or problems that arose in the execution of the work plan during the reporting period and any steps that were or will be taken to alleviate the problems or delays.

12. "Operable Unit" shall be defined as set forth in the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300.

13. "Parties" shall mean the parties to this Agreement which are the Air Force, EPA, and the State of Texas represented by the Texas Water Commission.

14. "Proposed plan" shall mean the document which describes the evaluation of preferred remedial action alternatives and the proposed alternatives, and reviews the screening of alternatives which have been considered by the Air Force.

15. "Remedial Action Work Plan" shall mean the document which describes the basis of the approach to the implementation of the designed Remedial Action.

16. "Responsiveness summary" shall mean the summary of oral and/or public comments during comment period(s) on key remedial documents, and the responses to such public comments.

17. "Record of Decision" or ROD shall be the public document that explains which cleanup alternative(s) will be implemented for each operable unit, and includes the bases for the remedy selection. The bases include information and technical analyses generated during the RI and FS and consideration of public comments and community concerns.

18. "Site" shall mean Air Force Plant #4 (as shown on Attachment 1), including, but not limited to those areas specifically described in Attachment 2, or new areas as identified and agreed upon by the Parties, and all contiguous property affected by the migration of hazardous substances, pollutants, contaminants or hazardous constituents which have or may have been released or to which they might migrate, which could endanger human health, welfare, or the environment.

19. "State" shall mean the State of Texas.

20. "TWC" shall mean the Texas Water Commission, its successors in interest and assigns.

B. Acronyms

1. "CERCLA" = Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq., as amended.

2. "DERP" = Defense Environmental Restoration Program, 10 U.S.C. §2701, et seq.

3. "DRC" = Dispute Resolution Committee.

4. "NCP" = National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300.

5. "QAPP" = Quality Assurance Project Plan.

6. "RCRA" = Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, et seq., as amended.

7. "RD/RA" = Remedial Design/Remedial Action.

8. "RI/FS" = Remedial Investigation/Feasibility Study.

9. "ROD" = Record of Decision.

10. "SEC" = Senior Executive Committee.

11. "TRC" = Technical Review Committee.

12. "TWC" = Texas Water Commission.

III. PURPOSE

A. Generally, the purposes of this Agreement are to:

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

2. Establish a procedural framework and schedule for developing, implementing, and monitoring appropriate response actions at the sites in accordance with CERCLA and its guidance and policy, the NCP, RCRA and its guidance and policy, and applicable State laws, regulations, guidance and policy; and

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

B. Specifically, the purposes of this Agreement are to:

1. Identify Operable Unit alternatives which are appropriate at the sites prior to the implementation of final remedial action(s) at the Facility. Operable Unit alternatives shall be identified and proposed to the Parties as early as

possible prior to formal proposals of Operable Units to EPA and TWC pursuant to CERCLA. This process is designed to promote cooperation among the Parties in identifying Operable Unit alternatives prior to selection of final Operable Units;

2. Establish requirements for the performance of a RI to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at the sites, and to establish requirements for the performance of a FS for these sites 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 sites in accordance with CERCLA;

3. Identify the nature, objective and schedule of response actions to be taken at the sites. Response actions at the sites shall attain that degree of cleanup of hazardous substances, pollutants or contaminants mandated by CERCLA, RCRA, or applicable state law;

4. Implement the selected response actions for each operable unit and the final remedial action in accordance with CERCLA and meet the requirements of Section 120(e)(2) of CERCLA, 42 U.S.C. §9620(e)(1) for an Interagency Agreement between EPA and the Air Force;

5. Assure compliance, through this Agreement, with RCRA and all other federal and state hazardous and industrial solid waste laws and regulations for matters covered herein;

6. Coordinate response actions at the sites with the mission and support activities at Air Force Plant #4; and

7. Expedite the cleanup process to the extent consistent with protection of human health, welfare, and the environment.

8. Provide State involvement in the initiation, development, selection and enforcement of remedial actions to be undertaken at Air Force Plant #4, including the review of all applicable data as it becomes available and the development of studies, reports, and action plans; and to identify and integrate State ARARs into the remedial action process.

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

IV. SCOPE OF AGREEMENT

A. This Agreement is intended to cover the investigation, development, selection, and implementation of response actions for all releases or threatened releases of hazardous substances, hazardous wastes, pollutants or contaminants from the Site except as described in Subsection B of this Section. This Agreement covers all phases of remediation for these releases, bringing together into one agreement the requirements for remediation as well as the system to be used to determine and accomplish remediation, ensuring the necessary and proper level of participation by each Party. To accommodate remediation of any undiscovered releases, the Parties will establish timetables and deadlines as necessary and as

information becomes available and, if required, amend this Agreement as needed.

B. This Agreement is not intended to encompass responses to spills of hazardous substances from on-going operations unless those spills occur in conjunction with CERCLA response actions conducted pursuant to this Agreement.

V. BINDING EFFECT AND TRANSFER OF OWNERSHIP

A. This Agreement shall apply to and be binding upon the Air Force, the EPA, and the TWC.

B. The Air Force shall notify EPA and TWC of the identity and assigned tasks of the contractors performing work pursuant to this Agreement. The Air Force shall notify its agents, employees, response action contractors for the Facility, and all subsequent owners, operators, and lessees of Air Force Plant #4 of the existence of this Agreement and provide copies of this Agreement to all contractors performing any work pursuant to this Agreement. The Air Force shall require compliance with this Agreement in any contracts that it executes pertaining to work performed under this Agreement.

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

D. The Air Force shall ensure that no portion of Air Force Plant #4 will be used in any manner which would adversely affect the integrity of any monitoring system or response measures installed pursuant to this Agreement.

E. The sale or transfer of Air Force Plant #4, or any part thereof, shall not affect the obligations of the Air Force pursuant to this Agreement. The Air Force shall include written notice of this Agreement in any document transferring ownership to any subsequent owner or operator of any portion of the Site in accordance with CERCLA §120(h), 42 U.S.C. §9620(h), and 40 C.F.R. §§264.119 and 264.120, and shall notify EPA and TWC of any such change or transfer at least ninety (90) days prior to such sale or transfer. All sales or transfers of any part of the Site shall be subject to this Agreement and any document transferring an ownership interest shall include a written notice that the subsequent owner or operator shall not interfere with the performance of any obligations under the Agreement.

F. In the event of sale or transfer of any portion of Air Force Plant #4, the Air Force shall continue to comply with the terms of this Agreement, including, but not limited to, the following:

1. Continuing rights of access for EPA and the State in accordance with the terms and conditions of Section XX, Access;

2. Availability of a Project Manager to fulfill the terms and conditions of the Agreement;

3. Designation of alternate DRC members as appropriate for the purposes of implementing Section XII, Dispute Resolution; and

4. Adequate resolution of any other problems identified by the Project Managers regarding the effect of closure on the implementation of this Agreement.

G. Closure will not constitute a Force Majeure under Section XXX, Force Majeure, nor will it constitute good cause for extensions under Section XVI, Extensions, unless mutually agreed

by the Parties.

VI. SITE DESCRIPTION

Air Force Plant #4 is located in Tarrant County, Texas, seven miles northwest of the City of Fort Worth. The plant occupies 602 acres and is bounded on the north by Lake Worth, on the east by Carswell Air Force Base, and on the south and west by the City of White Settlement. To date, approximately 21 areas at the plant have been identified as possible sources of contamination (Attachment 2).

VII. FINDINGS OF FACT

For purposes of this Agreement, the following constitutes a summary of the facts upon which this Agreement is based. None of the facts related herein shall be considered an admission by any Party with respect to any claims related to persons not a party to this Agreement.

A. Air Force Plant #4 located in Tarrant County, Texas is owned by the United States Department of the Air Force.

B. On October 15, 1984, Air Force Plant #4 was proposed for inclusion on the National Priorities List ("NPL"), 49 Fed. Reg. 40320.

C. In August 1984, the Air Force completed Phase I of an Installation Restoration Program ("IRP") Records Search. This report notes that industrial operations at the Facility have resulted in disposal of liquid and solid wastes containing a variety of metals, cyanide, solvents, oil/grease, and jet fuel into waste disposal pits and landfills for approximately thirty

years.

D. In December 1987, the Air Force completed a report on Phase II - Confirmation/Quantification study. This report documents the presence of hazardous substances in the groundwater. The hazardous substances found in the groundwater include 1,2-trans-dichloroethylene, vinyl chloride, methylene chloride, and trichloroethylene.

VIII. DETERMINATIONS

These Determinations are not to be construed as admissions by any Party, nor are they legally binding on any Party with respect to any claim unrelated to this Agreement or by persons not a party to this Agreement.

A. Section 3004(u) of RCRA, 42 U.S.C. §6924(u), requires that a permit issued after the effective date of HSWA provide for corrective action for all releases of hazardous waste or constituents from any solid waste management unit at a treatment, storage or disposal facility seeking a permit, regardless of when such wastes were placed in the unit. In addition, Section 3004(v) of RCRA, 42 U.S.C. §6924(v), requires that corrective action be taken beyond the Facility's property boundary where necessary to protect human health, welfare, or the environment, unless the owner or operator demonstrates to the satisfaction of EPA that, despite the owner's or operator's best efforts, the owner or operator was unable to obtain the necessary permission or access to undertake such actions.

B. Air Force Plant #4 constitutes a "facility" within the meaning of CERCLA §101(a), 42 U.S.C. §9601(a) and 40 C.F.R.

§260.10.

C. Air Force Plant #4 is a "Federal Facility" as that term is used in CERCLA and is subject to CERCLA §120, 42 U.S.C. §9620.

D. The Air Force constitutes a "person" within the meaning of CERCLA §101(a), 42 U.S.C. §9601(a) and 40 C.F.R. §260.10.

E. The Air Force is an "owner or operator" as defined in CERCLA §101(20), 42 U.S.C. §9601(20), 40 C.F.R. §260.10.

F. The presence of "hazardous substances", as defined in CERCLA §101(14), 42 U.S.C. §9601(14), in the groundwater constitutes a "release" as defined in CERCLA §101(22), 42 U.S.C. §9601(22).

G. EPA has determined that the submittals, actions, and other elements of work required by this Agreement are necessary to protect the public health, welfare, and the environment.

IX. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

A. 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 the activities covered by this Agreement will be deemed to achieve compliance with CERCLA, 42 U.S.C. §9601 et seq.; to satisfy the corrective action requirements of Sections 3004(u) and (v) of RCRA, 42 U.S.C. §6924(u) and (v), for a RCRA permit, and Section 3008(h), 42 U.S.C. §6928(h), for interim status facilities; and to meet or exceed all legally applicable or relevant and appropriate Federal and State laws and regulations,

to the extent required by Section 121 of CERCLA, 42 U.S.C. §9621.

B. Based upon the foregoing, the Parties intend that any remedial action selected, implemented and completed under this Agreement will 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(s) covered by this Agreement, RCRA shall be considered an "ARAR" pursuant to Section 121 of CERCLA, 42 U.S.C. §9621.

C. 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 on-going hazardous waste management activities at Air Force Plant #4 may require the issuance of permits under Federal and State laws. This Agreement does not affect the requirements, if any, to obtain such permits. However, if a permit is issued to the Air Force for on-going hazardous waste management activities at the Facility, EPA and TWC shall incorporate by reference any appropriate provisions, including appropriate schedules (and the provision for extension of such schedules), of this Agreement into such permit. The Parties intend that judicial review of any permit conditions which reference this Agreement shall, to the extent authorized by law, only be reviewed under the provisions of CERCLA.

D. Nothing in this Agreement shall alter the Air Force's authority with respect to removal actions conducted pursuant to

Section 104 of CERCLA, 42 U.S.C. §9604.

X. CONSULTATION WITH EPA AND TWC

A. Applicability

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 hereinafter as either primary or secondary documents. In accordance with Section 120 of CERCLA, 42 U.S.C. §9620, and DERP, 10 U.S.C. §2705, the Air Force will normally be responsible for issuing primary and secondary documents to EPA and TWC. 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 Paragraphs *B through J below.*

2. The designation of a document as "draft" and "final" is solely for purposes of consultation with EPA and TWC 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.

B. General Process for RI/FS and RD/RA documents:

1. Primary documents include those reports 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 and TWC. 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 without modification 30 days after issuance of the draft final document unless dispute resolution is invoked. If Dispute Resolution is invoked, the final primary document will be the product of the Dispute Resolution process.

2. Secondary documents include those reports that are discrete portions of the primary documents and are typically input or feeder documents. Draft secondary documents are issued by the Air Force subject to review and comment by EPA and TWC.

3. 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.

C. Primary Reports:

1. The Air Force shall complete and transmit draft reports for the following primary documents to EPA and TWC for review and comment in accordance with the provisions of this Part:

a. RI/FS Work Plan, including but not limited to, Sampling and Analysis Plan, QAPP, Health and Safety Plan and Community Relations Plan;

b. Risk Assessment;

c. RI Report;

d. FS Report;

e. Proposed Plan;

f. Record of Decision;

g. Scope of Work for Remedial Design;

h. Remedial Design;

i. Remedial Design Work Plan;

j. Remedial Action Work Plan; and

k. Construction Report.

2. Only the draft final reports for the primary documents identified above shall be subject to dispute resolution. The Air Force shall complete and transmit draft primary documents in accordance with the timetable and deadlines established in this Agreement.

D. Secondary Documents:

1. The Air Force shall complete and transmit draft reports of secondary documents to EPA and TWC, as appropriate or requested by EPA and TWC, for review and comment in accordance with the provisions of this Part. Secondary documents shall include, but not be limited to the following:

a. 30%, 60% and 90% stages of the Remedial Design; and

b. Monthly Progress Reports.

2. Although EPA and TWC may comment on the draft reports for secondary documents, such documents shall not be subject to dispute resolution except as provided by Paragraph B hereof. Target dates shall be established by the Project Coordinators for the completion and transmission of draft secondary reports.

E. Meetings of Project Coordinators on Development of Reports:

The Project Coordinators shall meet as agreed by the Parties to review and discuss the progress of work being performed at the site. Prior to preparing any draft report specified in Paragraphs C and D above, the Project Coordinators shall 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.

F. Identification and Determination of Potential ARARs:

1. For those primary reports or secondary documents that consist of or include ARAR determinations, prior to the issuance of a draft report, the Project Coordinators shall meet to identify and propose, to the best of their ability, all potential ARARs related to the report. At that time, TWC shall identify all potential state ARARs as required by CERCLA §121(d)(2)(A)(ii), 42 U.S.C. §9621(d)(2)(A)(ii), which are related to the report. Draft ARAR determinations shall be prepared by the Air Force in accordance with Section 121(d)(2) of CERCLA, 42 U.S.C. §9621(d)(2), and the NCP.

2. 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 re-examined throughout the RI/FS process until a ROD is issued.

G. Review and Comment on Draft Reports:

1. The Air Force shall complete and transmit each draft primary report to EPA and TWC on or before the corresponding deadline established for the issuance of the report. The Air Force shall complete and transmit the draft secondary document in accordance with the target dates established by the Project Coordinators.

2. Unless the Parties mutually agree to another time period, all draft reports shall be subject to a forty-five (45) day period for review and comment. Review of any document by EPA and/or TWC may concern all aspects of the report (including completeness) and should include, but not be 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 or TWC. Comments by EPA and/or TWC shall be provided with adequate specificity so that the Air Force may respond to the comments and if appropriate make changes to the draft report. 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 and/or TWC shall provide a copy of the cited authority or reference. In cases involving complex or unusually lengthy reports, EPA and/or TWC may extend the forty-five (45) day comment period for an additional twenty (20) days by written notice to the Air Force prior to the end of the forty-five (45) day period. On or before the close of the comment period, EPA or TWC shall transmit its written comments to the Air Force.

3. Representatives of the Air Force shall make

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

4. In commenting on a draft report which contains a proposed ARAR determination, EPA and/or TWC shall include a reasoned statement of whether they object to any portion of the proposed ARAR determination. To the extent that EPA or TWC does object, it shall explain the bases for its objection in detail and shall identify any ARARs which it believes were not properly addressed in the proposed ARARs determination.

5. Following the close of the comment period for a draft report, the Air Force shall give full consideration to all written comments on the draft report submitted during the comment period. Within thirty (30) days of the close of the comment period on a draft secondary report, the Air Force shall transmit to EPA and TWC its written response to comments received within the comment period. Within forty-five (45) days of the close of the comment period on a draft primary report, the Air Force shall transmit to EPA and TWC a draft final primary report, which shall include the Air Force's response to all written comments received within the comment period. While the resulting draft final report shall be the responsibility of the Air Force, it shall be the product of consensus to the maximum extent possible.

6. The Air Force may extend the period for either responding to comments on a draft report or for issuing the draft

final primary report for an additional twenty (20) days by providing notice to EPA and TWC. In appropriate circumstances, this time period may be further extended in accordance with Section XVI, Extensions.

H. Availability of Dispute Resolution for Draft Final Primary Documents:

1. Dispute resolution shall be available to the Parties for draft final primary reports as set forth in Section XII, Dispute Resolution.

2. When dispute resolution is invoked on a draft final primary report, work may be stopped in accordance with the procedures set forth in Section XII, Dispute Resolution.

I. Finalization of Reports:

The draft final primary report shall serve as the final primary report if no Party invokes dispute resolution regarding the document or, if dispute resolution is invoked, at the completion of the dispute resolution if the Air Force's position is sustained. If the Air Force's determination is not sustained in the dispute resolution process, the Air Force shall prepare, within not more than forty-five (45) days, a revision of the draft final report 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 XVI, Extensions.

J. Subsequent Modifications of Final Reports:

Following finalization of any primary report pursuant to Paragraph I above, EPA, TWC, or the Air Force may seek to modify the report, including seeking additional field work, pilot

studies, computer modeling or other supporting technical work, only as provided in Subparagraphs 1 and 2 below.

1. EPA, TWC or the Air Force may seek to modify a report after finalization if it determines, based on new information (i.e., information that became available, or conditions that became known, after the report was finalized) that the requested modification is necessary. EPA, TWC or the Air Force may seek such a modification by submitting a concise written request to the Project Coordinator of the other Parties. The request shall specify the nature of the requested modification and how the request is based on new information.

2. In the event that a consensus is not reached by the Project Coordinators on the need for a modification, either EPA, TWC or the Air Force may invoke dispute resolution to determine if such modification shall be conducted. Modification of a report shall be required only upon a showing that:

a. the requested modification is based on significant new information, and

b. the requested modification could be of significant assistance in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

3. Nothing in this Paragraph shall alter EPA's or TWC's ability to request the performance of additional work which 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. WORK TO BE PERFORMED

A. The Parties agree to perform the tasks, obligations and responsibilities described in this Section in accordance with CERCLA and CERCLA guidance and policy; the NCP; RCRA and applicable RCRA guidance (consistent with Section IX, Statutory Compliance/RCRA-CERCLA Integration); Executive Order 12580; applicable State laws and regulations; and all terms and conditions of this Agreement including documents prepared and incorporated in accordance with Section X, Consultation.

B. The Air Force agrees to undertake, seek adequate funding for, fully implement and report on the following tasks for the Site, with participation by the other Parties as set forth in this Agreement:

1. Remedial Investigations;
2. Feasibility Studies;
3. All response actions;
4. Operation and Maintenance of response actions.

C. The Parties agree to:

1. Make their best efforts to expedite the initiation of response actions for the Site;
2. Carry out all activities under this Agreement so as to protect the public health, welfare and the environment.

D. Upon request, EPA and the State agree to provide any other Party with written guidance or reasonable assistance in obtaining guidance relevant to the implementation of this Agreement.

E. All deliverables, including reports, plans, specifications, schedules, and attachments finalized pursuant to Section X, Consultation, of this Agreement become requirements incorporated into this Agreement.

F. No informal advice, guidance, suggestions, or comments by EPA or TWC regarding reports, plans, specifications, schedules, and any other writing submitted by the Air Force shall be construed as relieving the Air Force of its obligations as may be required by this Agreement nor shall such informal guidance, suggestions, or comments by EPA or TWC satisfy the Air Force's obligations under Section X, Consultation, to comment on draft documents. This paragraph does not apply to field decisions made by Project Coordinators, provided that all Project Coordinators have agreed that such field decisions are appropriate and applicable to the work.

G. When the Air Force determines that the remedial action has been completed in accordance with the requirements of this agreement, it shall submit to the EPA and TWC a Construction Report. The Construction Report will include: all data collected during the site remediation; a narrative description summarizing major activities conducted and problems addressed during the remediation; as-built plans and modifications from the specifications of the Remedial Design; documentation of compliance with the QAPP and certification by a Professional Engineer that the work has been completed in compliance with the terms of this Agreement. Within 180 days of the receipt of the report, the EPA and TWC shall provide the Air Force written

notice approving or rejecting the Report. If the Report is approved, EPA shall issue to the Air Force a Certification of Completion. If EPA and/or TWC rejects the Report, a basis for the rejection will be provided by the rejecting party, and the Air Force may invoke dispute resolution to review the determination.

XII. DISPUTE RESOLUTION

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

B. Within thirty (30) days after: (1) issuance of a draft final primary document pursuant to Section X, Consultation, or (2) any action which leads to or generates a dispute, the disputing Party shall submit to the Parties 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.

C. Prior to any Party's issuance of a written statement of dispute, the disputing Party shall engage the other Party in informal dispute resolution among the Project Coordinators 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 to resolve of the dispute.

D. 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. The EPA representative on the DRC is the Hazardous Waste Management Division Director of EPA, Region 6. The State representative on the DRC is the Director of the Hazardous & Solid Waste Division of the TWC. The Air Force representative is the Air Force Systems Command, Deputy for Engineering Services. Written notice of any delegation of authority from a Party's designated representative on the DRC shall be provided to all other Parties pursuant to the procedures of Section XXXII, Notification.

E. Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) days to unanimously resolve the dispute and issue a written decision. If the DRC is unable to unanimously resolve 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 twenty-one (21) day

resolution period.

F. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The EPA representative on the SEC is the Regional Administrator of EPA Region 6. The State representative on the SEC is the TWC Executive Director. The Air Force representative is the Air Force Deputy Assistant Secretary for Environment, Safety and Occupational Health (SAF/MIQ). The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a written decision. If unanimous resolution of the dispute is not reached within twenty-one (21) days, EPA's Regional Administrator shall issue a written position on the dispute. The Air Force or TWC 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 neither the Air Force nor TWC elects to elevate the dispute to the Administrator within the designated fourteen (14) day escalation period, both the Air Force and TWC shall be deemed to have agreed with the Regional Administrator's written position with respect to the dispute.

G. Upon escalation of a dispute to the Administrator of EPA pursuant to Paragraph F above, 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 TWC's representative and the Air Force's representative to discuss the issue(s) under

dispute. Upon resolution, the Administrator shall provide the Air Force and TWC with a written final decision setting forth the resolution of the dispute. The duties of the Administrator set forth in this Section shall not be delegated.

H. 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 which are not affected by the dispute shall continue and be completed in accordance with the applicable schedule.

I. When dispute resolution is in progress, work affected by the dispute will immediately be discontinued if the Hazardous Waste Division Director for EPA's Region 6 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, EPA will consult with the other Parties prior to initiating a work stoppage request. After stoppage of work, if the Air Force believes that the work stoppage is inappropriate or may have potential significant adverse impacts, the Air Force may meet with the EPA Hazardous Waste Division

Director to discuss the work stoppage. Following this meeting, and further consideration of the issues, the EPA Region 6 Hazardous Waste 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 Air Force or TWC.

J. 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.

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

XIII. ENFORCEABILITY

A. The Parties agree that:

1. Upon the effective date of this Agreement, any standard, regulation, condition, requirement or order which has become effective under CERCLA and is incorporated into this Agreement is enforceable by any person pursuant to Section 310 of CERCLA, 42 U.S.C. §9659, and any violation of such standard, regulation, condition, requirement or order will be subject to

civil penalties under Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§9659(c) and 9609; and

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

3. All terms and conditions of this Agreement which relate to operable units or final remedial actions, including corresponding timetables, deadlines or schedules, and all work associated with the operable units or final remedial actions, shall be enforceable by any person pursuant to Section 310(a) of CERCLA, 42 U.S.C. §9659(a), and any violation of such terms and conditions will be subject to civil penalties under Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§9659(c) and 9609; and

4. Any final resolution of a dispute pursuant to Section XII, Dispute Resolution, which establishes a term, condition, timetable, deadline or schedule shall be enforceable by any person pursuant to Section 310(a) of CERCLA, 42 U.S.C. §9659(a), and any violation of such term, condition, timetable, deadline or schedule will be subject to civil penalties under Sections 310(c) and 109 of CERCLA, 42 U.S.C. §9659(c) and 9609.

B. 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 Section 113(h) of CERCLA, 42 U.S.C. §9613(h).

C. The Parties agree that all Parties shall have the right

to enforce the terms of this Agreement.

XIV. STIPULATED PENALTIES

A. In the event that the Air Force fails to submit a primary document (i.e. RI/FS Work Plan, Risk Assessment, RI Report, FS Report, Proposed Plan, Record of Decision, Remedial Design, or Remedial Action Work Plan) to EPA and TWC pursuant to the appropriate timetable or deadline in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement which relates to an operable unit 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 Paragraph occurs.

B. Upon determining that the Air Force has failed in a manner set forth in Paragraph A, 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.

C. The annual reports required by Section 120(e)(5) of

CERCLA, 42 U.S.C. §9620((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:

1. The facility responsible for the failure;

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

3. A statement of any administrative or other corrective action taken at the relevant facility, or a statement of why such measures were determined to be inappropriate;

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

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

D. Stipulated penalties assessed pursuant to this Section shall be payable to the Hazardous Substance Response Fund only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to the Department of Defense ("DOD").

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

F. This Section shall not affect the Air Force's ability to obtain an extension of a timetable, deadline, or schedule pursuant to Section XVI, Extensions.

G. 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.

X. DEADLINES

A. If a deadline falls on a Saturday, Sunday, or a federal holiday, the due date shall be the next day which is not a Saturday, Sunday, or federal holiday.

B. Within twenty-one (21) days of the effective date of this Agreement, the Air Force shall propose deadlines for completion of the following draft primary documents:

1. RI Work Plan, including Sampling and Analysis, QAPP, Health and Safety Plan, and Community Relations Plan;
2. Risk Assessment;
3. RI Report;
4. FS Report;
5. Proposed Plan; and
6. Record of Decision

C. Within fifteen (15) days of receipt, EPA in conjunction with TWC, shall review and provide comments to the Air Force regarding the proposed deadlines. Within fifteen (15) days following receipt of the comments the Air Force shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed deadlines. If the Parties agree on proposed deadlines, the finalized deadlines shall be incorporated into the appropriate work plans. If the Parties fail to agree within thirty (30) days on the proposed deadlines, the matter shall immediately be submitted for dispute resolution pursuant to

Section XII, Dispute Resolution, the final deadlines established pursuant to this Paragraph shall be published by EPA, in conjunction with TWC.

D. Within twenty-one (21) days of issuance of the ROD, the Air Force shall propose target dates for completion of all proposed secondary documents and deadlines for completion of the following draft primary documents:

1. Remedial Design Work Plan
2. Remedial Design
3. Remedial Action Work Plan

These deadlines shall be proposed, finalized and published utilizing the same procedures set forth in Paragraph B, above.

E. The deadlines set forth in this section, or to be established as set forth in this section, may be extended pursuant to Section XVI, Extensions. The Parties recognize that one possible basis for extension of the deadlines for completion of the Remedial Investigation and Feasibility Study reports is the identification of significant new site conditions existing or discovered at the Facility during the performance of the remedial investigation.

XVI. EXTENSIONS

A. Either a timetable and deadline or a schedule 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:

1. The timetable and deadline or the schedule that is

sought to be extended;

2. The length of the extension sought;

3. The good cause(s) for the extension; and

4. Any related timetable and deadline or schedule that would be affected if the extension were granted.

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

1. An event of force majeure;

2. A delay caused by another Party's failure to meet any requirement of this agreement;

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

4. A delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; and

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

C. 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.

D. Within seven days of receipt of a request, for an extension of a timetable and deadline or a schedule, EPA and TWC shall each advise the Air Force in writing of its respective position on the request. Any failure by EPA or TWC to respond within the 7-day period shall be deemed to constitute concurrence in the request for extension. If EPA or TWC does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

E. If there is consensus among the Parties that the

requested extension is warranted, the Air Force shall extend the affected timetable and deadline or schedule accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be extended except in accordance with the determination resulting from the dispute resolution process.

F. Within seven days of receipt of a statement of nonconcurrence with the requested extension, the Air Force may invoke dispute resolution.

G. A timely and good faith request for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected timetable and deadline or schedule 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 timetable, deadline or schedule. 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 timetable and deadline or schedule as most recently extended.

XVII. DESIGNATED PROJECT COORDINATORS

A. To the maximum extent possible, communications among the Parties on all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to this Agreement, shall be directed through the Project Coordinators.

B. Within twenty-one (21) days of the effective date of this Agreement, each Party shall communicate, in writing, the actual name, address, and telephone number of its respective designated Project Coordinator and alternate Project Coordinator (hereinafter jointly referred to as "Project Coordinator). The Air Force Project Coordinator shall be the lead agency remedial project manager as that position is defined in NCP.

C. The Parties may change their respective Project Coordinators. Such change shall be accomplished by notifying the other Parties in writing no later than five days prior to the effective date of the change.

D. Without limitation of any authority conferred on EPA and/or TWC by statute or regulation, the EPA and TWC Project Coordinators' authority includes, but is not limited to: (1) taking samples and ensuring the type, quantity and location of the samples taken by the Air Force are done in accordance with the terms of any approved work plan; (2) observing, and taking photographs and making such other report on the progress of the work as the Project Coordinators deem appropriate subject to the access provisions of Section XX, Access; and (3) reviewing records, files and documents relevant to work performed.

E. Each Project Coordinator shall be responsible for assuring that all communications received from the other Project Coordinators are appropriately disseminated to and processed by the entity which the Project Coordinator represents.

XVIII. QUALITY ASSURANCE

The Air Force shall address quality assurance, quality

control, chain of custody procedures, sample collection and laboratory analysis activities in its work plans. EPA and TWC shall review and comment upon said Quality Assurance Project Plan ("QAPP") to ensure that the QAPP complies with the quality assurance regulations and guidance of EPA and TWC in accordance with Section X, Consultation.

XIX. PERMITS

A. The Parties recognize that under CERCLA §121(d) and (e)(1), 42 U.S.C. §9621(d) and (e)(1), and the NCP, portions of the response action covered by this Agreement and conducted entirely on site are exempt from the procedural requirements to obtain Federal, State, or local environmental permits, but must satisfy all Federal and State ARAR standards, requirements, criteria, or limitations which would have been included in any such permit.

B. The Parties recognize that activities off site and ongoing operations not covered by this Agreement may require the issuance of permits under Federal or State laws. This Agreement does not affect the requirements, if any, to obtain such permits.

C. The Air Force shall notify the other Parties when it becomes aware of any permits required for activities associated with this Agreement. If a permit necessary for implementation of this Agreement is not issued, or is issued or renewed in a manner which is materially inconsistent with the requirements of this Agreement, the Parties shall meet to consider modification of this Agreement that is necessary either to obtain a permit or to conform to an issued permit.

D. During any appeal of any permit required to implement this Agreement or during review of any Party's proposed modifications as provided above, all Parties shall continue to implement those portions of this Agreement which can reasonably be implemented pending final resolution of the permit issues. However, as to work which cannot be so implemented, any corresponding timetable, deadlines, and schedule will be subject to Section XVI, Extensions.

XX. ACCESS

A. Without limitation on any authority conferred on EPA and TWC by statute or regulation, EPA, TWC, or their authorized representatives, shall have the authority to enter the Facility at all reasonable times for purposes consistent with the provisions of this Agreement, subject to any statutory or regulatory requirements as may be necessary to protect national security. EPA and TWC recognize that access to property belonging to Carswell Air Force Base ("Carswell AFB") requires coordination with Strategic Air Command ("SAC") officials. Moreover, access to Carswell AFB property may be delayed due to SAC operational requirements. However, the Air Force Project Coordinator will use best efforts and take all reasonable steps to ensure timely EPA and TWC access to Carswell AFB property. Such access shall include, but not be limited to inspecting records, operating logs or contracts related to the investigative and remedial work at Air Force Plant #4; reviewing the progress of the Air Force in carrying out the terms of this Agreement; conducting such tests as EPA, TWC, or the Project Coordinators deem necessary; and

verifying the data submitted to EPA and TWC. The Air Force shall provide an escort whenever EPA or TWC require access to restricted areas of Air Force Plant #4 for purposes consistent with the provisions of this Agreement. EPA and TWC shall provide reasonable notice to the Air Force Project Coordinator to request any necessary escorts. EPA and TWC shall not use any camera, sound recording or other electronic recording device at Air Force Plant #4 without the permission of the Air Force Project Coordinator. The Air Force shall not unreasonably withhold such permission. When permission is reasonably withheld, the Air Force shall be responsible for making alternate arrangements for any work utilizing a camera, sound recording or other electronic device, if practicable.

B. The rights to access granted to EPA and TWC in this Section shall be subject to those regulations as may be necessary to protect national security. Upon denying any aspect of access, the Air Force shall within forty eight (48) hours, provide a written explanation of the reason for the denial and, to the extent possible, provide a recommendation for accommodating the requested access in an alternate manner. The Parties agree that this Agreement is subject to CERCLA §120(j), 42 U.S.C. §9620(j).

C. All Parties with access to Air Force Plant #4 pursuant to this Section shall comply with all applicable health and safety plans and applicable Occupational Safety Health Administration ("OSHA") regulations.

D. To the extent that activities pursuant to this Agreement must be carried out on other than Air Force property, the

Air Force shall use its best efforts to obtain access agreements from the owners which shall provide reasonable access for the Air Force, EPA, TWC, and their authorized representatives. In the event that the Air Force is unable to obtain such access agreements, the Air Force shall promptly notify EPA and TWC.

E. The Air Force shall also ensure that appropriate EPA and TWC personnel or their authorized representatives will be allowed access to the laboratory(s) and personnel utilized by the Air Force in implementing this Agreement. Such access shall be for the purpose of validating sample analyses, protocols, and procedures required by the RI and QAPP.

XXI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. The Air Force shall, upon request, make the results of all sampling and/or tests or other data generated on the Air Force's behalf, with respect to the implementation of this Agreement, available to EPA and TWC. Similarly, EPA and TWC shall, upon request, make available to the Air Force the results of sampling and/or tests or other data/documents generated by EPA or TWC.

B. All Parties shall allow split or duplicate samples to be taken by the requesting Party. The Air Force shall notify EPA and TWC not less than fourteen (14) days in advance of any scheduled sample collection activity under the work plan. If it is not possible to provide 14 days prior written notification, the Air Force shall so notify EPA and TWC as expeditiously as possible of the Air Force's scheduled sample collection activity.

XXII. RECORD PRESERVATION

The Parties shall preserve, during this Agreement and for a minimum of seven (7) years after its termination, at least one complete set of all records and documents in their possession or in the possession of their division, employees or agents, which relate in any way to the actions carried out pursuant to this Agreement, despite any document retention policy to the contrary. After this seven year period, a Party shall notify the other Parties at least thirty (30) days prior to destruction of any such documents. Upon request by any Party, the requested party shall make available such records or copies of any such records, unless withholding is authorized and determined appropriate by law.

XXIII. FIVE YEAR REVIEW

Consistent with Section 121(c) of CERCLA, 42 U.S.C. §9621(c), the Air Force, EPA and TWC shall review the remedial action no less often than each five years after the initiation of the final remedial action that results in any hazardous substance, pollutant, or contaminant (above health-based levels) remaining at the Site to assure that human health and the environment are being protected by the remedial action being implemented. The Air Force shall provide a copy of the review, to include any recommendation that further remedial action is appropriate in accordance with Section 104 and/or 106 of CERCLA, 42 U.S.C. §§9604 and/or 9606, to EPA and the TWC. If upon review by EPA and TWC, it is the judgement of EPA and TWC that additional action or modification of the remedial action is

appropriate in accordance with Section 104 and/or 106 of CERCLA, 42 U.S.C. §§9604 and/or 9606, EPA and TWC shall notify the Air Force. If the Air Force determines that additional action is required, the Agreement may be amended pursuant to Paragraph J of Section X, Consultation. The Air Force's determination shall be subject to Section XII, Dispute Resolution.

XXIV. OTHER CLAIMS

Notwithstanding Section IX, RCRA-CERCLA Integration, nothing in this Agreement shall restrict EPA or TWC from taking any action under CERCLA, RCRA, State law, or other environmental statutes for any matter not included in the work performed pursuant to this Agreement. Nothing in this Agreement shall constitute or be construed as a release from any claim, cause of action or demand in law or equity 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 wastes, pollutants, or contaminants found at, taken to, or taken from Air Force Plant #4.

XXV. RESERVATION OF RIGHTS

A. EPA agrees to exhaust its remedies under Section XII, Dispute Resolution, for all obligations of the Air Force pursuant to this Agreement before exercising any other response or enforcement authority it may have. EPA reserves all administrative, legal or equitable remedies available to it to

require additional response actions by the Air Force and the right to pursue the Air Force for any violations not covered by this Agreement.

B. The TWC, after exhausting its remedies under this Agreement, reserves any and all other rights it may have under CERCLA or any other law, including, but not limited to, the right to implement remedial action it deems appropriate, to seek, injunctive relief, monetary penalties, natural resource damages, other damage claims and punitive damages for any violation of law. Nothing in this Agreement shall limit the State's right as described in CERCLA Section 121(f), 42 U.S.C. §9621(f).

C. After exhausting its remedies under Section XII, Dispute Resolution, TWC reserves any right it may have to pursue enforcement of all obligations of the Air Force pursuant to this Agreement, regardless of the status of DOD's appropriation and authorization bills.

D. The Air Force reserves the right to raise or assert any defense, whether procedural or substantive, in law or equity, or to raise any issue as to jurisdiction, or standing of any Party, or any other matter in any proceeding related or not related to this Agreement, which the Air Force might otherwise be entitled to raise or assert.

E. 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.

F. Except as provided in Section XXXIV, State Cost Reimbursement, the Air Force and TWC agree to use the Defense

State Memorandum of Agreement to be negotiated for the reimbursement of services provided in direct support of the Air Force's environmental restoration activities pursuant to this Agreement.

XXVI. PUBLIC PARTICIPATION/COMMUNITY RELATIONS

A. The Parties agree that this Agreement and any subsequent remedial action alternatives proposals and the proposed plan for remedial action at the Facility arising out of this Agreement shall comply with public participation requirements of Section 117 of CERCLA, 42 U.S.C. §9617, and the NCP. After consultation with EPA and TWC, the Air Force shall publish notices, receive comments, provide opportunity for a public meeting, make a transcript of any such meeting, and ensure that other CERCLA Section 117, 42 U.S.C. §9617, requirements are met.

B. The Air Force shall develop and implement a Community Relations Plan ("CRP") within sixty (60) days after the effective date of this agreement, pursuant to Section XV Deadlines, in accordance with EPA guidance, which responds to the need for an interactive relationship with all interested community elements, both on Air Force Plant #4 and off, regarding environmental activities conducted pursuant to this Agreement by the Air Force. All plans and activities related to Community Relations and Public Participation undertaken by the Air Force shall be submitted to EPA and TWC.

XXVII. ADMINISTRATIVE RECORD

A. The Air Force shall establish and maintain an Administrative Record at or near the Facility in accordance with CERCLA Section 113(k), 42 U.S.C. §9613, and the NCP, before the proposed plan is issued for public comment. The Administrative Record shall be established and maintained in accordance with current and future EPA policy and guidelines. A copy of each additional document placed in the Administrative Record shall be provided to the EPA and TWC. Until the ROD is completed, the Administrative Record developed by the Air Force shall be updated and supplied to the EPA and TWC at a minimum, on a quarterly basis. An index of documents in the Administrative Record shall accompany each update.

B. The Air Force shall follow the participation requirements of CERCLA Section 113(k), 42 U.S.C. §9613(k), and comply with regulations promulgated by EPA with respect to such subsection and consider any guidance issued by EPA and TWC.

XXVIII. PUBLIC COMMENT

A. Within fifteen (15) days of the date of the execution of this Agreement by all Parties, the Air Force shall provide public notice in at least one major local newspaper of general circulation that this Agreement is available to the public for a forty-five (45) day review and comment period.

B. EPA shall accept comments from the public on behalf of all Parties for a period of forty-five (45) days after such announcement. At the end of the comment period, the Parties

shall review all such comments and after consultation shall either:

1. Determine that the Agreement should be made effective in its present form, in which case the Air Force shall be so notified in writing, and the Agreement shall become effective on the date said notice is issued, or

2. Determine that modification of the Agreement is necessary, in which case the parties will either amend the Agreement by mutual consent, or, if the Parties do not mutually agree on needed changes within (15) days from the close of the public comment period, the Parties shall submit their written notices of position directly to the Dispute Resolution Committee, and the dispute resolution procedure of Section XII, Dispute Resolution, shall apply.

C. In the event of significant revision or public comment, notice procedures of CERCLA Sections 117 and 211, 42 U.S.C. §§9617 and 9711 shall be followed and a responsiveness summary shall be published by EPA.

D. In the event that the Agreement is modified following the exhaustion of the dispute resolution procedures of Section XII, the Air Force and TWC reserve the right to withdraw from the Agreement within twenty (20) days of receipt of the modified Agreement. If neither the Air Force nor TWC provide EPA with written notice of withdrawal from the Agreement within such twenty (20) day period, the Agreement, as modified shall automatically become effective on the twenty-first (21) day, and the EPA shall issue a notice to the Parties.

XXIX. AMENDMENT OR MODIFICATION OF AGREEMENT

This Agreement can be amended or modified solely upon the written consent of all of the Parties. Amendments and/or modifications may be proposed by any Party and shall be effective upon execution by EPA, with EPA signing after all other Parties.

XXX. FORCE MAJEURE

A force majeure shall mean any event arising from causes beyond the control of a Party that causes a delay in or prevents the performance of any obligation under this Agreement, including, but not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; 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; delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and insufficient availability of appropriated funds, if the Air Force shall have made timely request for such funds as part of the budgetary process as set forth in Section XXXI, Funding. A force majeure

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

XXXI. FUNDING

A. 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 the DOD budgetary process to fulfill its obligations under this Agreement.

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

C. 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. §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.

D. 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.

E. Funds authorized and appropriated annually by Congress under the "Environmental Restoration Defense" appropriation in the Department of Defense Appropriation Act and allocated by the Deputy Assistant Secretary of Defense (Environment) to the Air Force will be the source of funds for activities required by this Agreement consistent with Section 211 of SARA, 10 U.S.C. Chapter 160. However, should the Environmental Restoration Defense appropriation be inadequate in any year to meet the total Air Force CERCLA implementation requirements, the DOD shall employ, and the Air Force shall follow, a standardized DOD prioritization process which allocates that year's appropriations in a manner which maximizes the protection of human health and the environment. A standardized DOD prioritization model shall be developed and utilized with the assistance of EPA.

XXXII. NOTIFICATION

A. All Parties shall transmit primary and secondary documents, and all notices required herein by certified mail, return receipt requested; next day mail; hand delivery; or facsimile. If facsimile is used, the original shall be mailed within twenty-four hours by any other prescribed method of sending notice. Any relevant time limitations for the sending Party shall be met upon dispatch of the document or notice in accordance with this Section. Any relevant time limitations for

the receiving Party shall commence upon receipt of the document or notice by the receiving Party.

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

For EPA: U.S. Environmental Protection Agency
Superfund Enforcement Branch Chief (6H-E)
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202

For TWC: Texas Water Commission
Project Manager -AF Plant #4
Hazardous & Solid Waste Division
P.O. Box 13087 Capitol Station
1700 N. Congress Avenue
Austin, Texas 78711-3087

For the Air Force: Plant #4 IRP Project Coordinator
ASD/DEV
Wright-Patterson AFB, Ohio 45433-5000

XXXIII. EMERGENCIES AND REMOVALS

A. Discovery and Notification:

If any Party discovers or becomes aware of an emergency or other situation that may present an endangerment to public health, welfare or the environment at or near the Site, which is related to or may affect the work performed under this Agreement, that Party shall immediately orally notify all other Parties. If the emergency arises from activities conducted pursuant to this Agreement, the Air Force shall then take immediate action to notify the appropriate State and local agencies and affected members of the public.

B. Work Stoppage:

In the event that any Party determines that activities

conducted pursuant to this Agreement will cause or otherwise be threatened by a situation described in Paragraph A above, the Party may propose the termination of such activities. If the Parties mutually agree, the activities shall be stopped for such period of time as required to abate the danger. In the absence of mutual agreement, the activities shall be stopped in accordance with the proposal, and the matter shall be immediately referred to the EPA Director, Hazardous Waste Management Division, Region 6, for a work stoppage determination in accordance with Section XII, Dispute Resolution.

C. **Removal Actions:**

1. The provisions of this Section shall apply to all removal actions as defined in CERCLA §101(23), 42 U.S.C. §9601(23) and Texas Health and Safety Code §361.003(23) (Vernon 1990), including all modifications to, or extensions of, the on-going removal actions, and all new removal actions proposed or commenced following the effective date of this Agreement.

2. Any removal actions conducted at the Site shall be conducted in a manner consistent with this Agreement, CERCLA, the NCP, and Executive Order 12580.

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

4. Nothing in this Agreement shall alter any authority the State or EPA may have with respect to removal actions at the Site.

5. All reviews conducted by EPA and the State pursuant

to 10 U.S.C. §2705(b)(2) will be expedited so as not to unduly jeopardize fiscal resources of the Air Force for funding the removal actions.

6. If a Party determines that there may be an endangerment to the public health or welfare or the environment because of a release or threatened release of a hazardous substance, pollutant or contaminant at or from the Site, including but not limited to discovery of contamination of a drinking water well at concentrations that exceed any State or Federal drinking water action level or standard, the Party may request that the Air Force take such response actions as may be necessary to abate such danger or threat and to protect the public health or welfare or the environment. Such actions might include provision of alternative drinking water supplies or other response actions listed in CERCLA §101(23) or (24), 42 U.S.C. §9601, or such other relief as the public interest may require.

D. Notice and Opportunity to Comment:

1. The Air Force shall provide the other Parties with timely notice and opportunity to review and comment upon any proposed removal actions for the Site in accordance with 10 U.S.C. §2705(a) and (b). The Air Force agrees to provide the information described below pursuant to such obligation.

2. For emergency response actions, the Air Force shall provide EPA and TWC with notice in accordance with Paragraph A above. Such oral notification shall, except in the case of extreme emergencies, include adequate information concerning the Site background, threat to the public health, welfare, or the

environment (including the need for response), proposed actions and costs (including a comparison of possible alternatives, means of transportation of any hazardous substances off-site, and proposed manner of disposal), expected change in the situation should no action be taken or should action be delayed (including associated environmental impacts), any important policy issues, and the Air Force Project Coordinator's recommendations. Within 45 days of completion of the emergency action, the Air Force will furnish EPA and TWC with an Action Memorandum addressing the information provided in the oral notification, and any other information required pursuant to CERCLA and the NCP, and in accordance with pertinent EPA guidance for such actions.

3. For other removal actions, the Air Force will provide EPA and TWC with any information required by CERCLA, the NCP, and in accordance with pertinent EPA guidance, such as the Action Memorandum, the Engineering Evaluation/Cost Analysis (in the case of non-time-critical removals) and, to the extent it is not otherwise included, all information required to be provided in accordance with Subparagraph 2 above. Such information shall be furnished at least 45 days before the response action is to begin.

4. All activities related to on-going removal actions shall be reported by the Air Force in the monthly progress reports as defined in Section II.

XXXIV. STATE COST REIMBURSEMENT

A. The Air Force agrees to request funding and reimburse the State, subject to the conditions and limitations set forth in

this Section, and subject to Section XXXI, Funding, for all reasonable costs it incurs in providing services in direct support of the Air Force's environmental restoration activities pursuant to this Agreement at the Site, provided that the costs of such services have not been reimbursed to the State by other federal mechanisms.

B. Reimbursable expenses shall consist only of actual expenditures required to be made and actually made by the State in providing the following assistance to Air Force Plant #4:

1. Timely technical review and substantive comment on reports or studies which the Air Force prepares in support of its response actions and submits to the State.

2. Identification and explanation of unique State requirements applicable to military installations in performing response actions, especially State ARARs.

3. Field visits to ensure investigations and cleanup activities are implemented in accordance with appropriate State requirements, or in accordance with agreed upon conditions between the State and the Air Force that are established in the framework of this Agreement.

4. Support and assistance to the Air Force in the conduct of public participation activities in accordance with federal and State requirements for public involvement.

5. Participation in the review and comment functions of Air Force Technical Review Committees.

6. Other services specified in this Agreement.

C. Within ninety (90) days after the end of each quarter of the federal fiscal year, the State shall submit to the Air Force an accounting of all State costs actually incurred during that quarter in providing direct support services under this Section. Such accounting shall be accompanied by cost summaries and be supported by documentation which meets federal auditing requirements. The summaries will set forth employee-hours and

other expenses by major type of support service. All costs submitted must be for work directly related to implementation of this Agreement and not inconsistent with either the NCP or the requirements described in OMB Circulars A-87 (Cost Principles for State and Local Governments) and A-128 (Audits for State and Local Cooperative Agreements with State and Local Governments) and Standard Forms 424 and 270. The Air Force has the right to audit costs reports used by the State to develop the cost summaries. Before the beginning of each fiscal year, the State shall supply a budget estimate of what it plans to do in the next year in the same level of detail as the billing documents.

D. Except as allowed pursuant to Subsections E or F below, within ninety (90) days of receipt of the accounting provided pursuant to Subsection C above, the Air Force shall reimburse the State in the amount set forth in the accounting.

E. In the event the Air Force contends that any of the costs set forth in the accounting provided pursuant to Subsection C above are not properly payable, the matter shall be resolved through a bilateral dispute resolution process set forth at Subsection I below.

F. The Air Force shall not be responsible for reimbursing the State for any costs actually incurred in the implementation of this Agreement in excess of one percent (1%) of the Air Force's total lifetime DERA project costs incurred through construction of the remedial action(s). This total reimbursement limit is currently estimated to be a sum of $300,000.00 over the life of the Agreement. Circumstances could arise whereby

fluctuations in the Air Force estimates or actual final costs through the construction of the final remedial action creates a situation where the State receives reimbursement in excess of one percent of these costs. Under these circumstances, the State remains entitled to payment for services rendered prior to the completion of a new estimate if the services are within the ceiling applicable under the previous estimate.

1. Funding of support services must be constrained so as to avoid unnecessary diversion of the limited Defense Environmental Restoration Account funds available for the overall cleanup, and

2. Support services should not be disproportionate to overall project costs and budget.

G. Either the Air Force or the State may request, on the basis of significant upward or downward revisions in the Air Force's estimate of its total lifetime costs through construction used in Subsection F above, a renegotiation of the cap. Failing an agreement, either the Air Force or the State may initiate dispute resolution in accordance with Subsection I below.

H. The State agrees to seek reimbursement for its expenses solely through the mechanisms established in this Section, and reimbursement provided under this Section shall be in settlement of any claims for State response costs relative to the Air Force's environmental restoration activities at the Site.

I. Section XII, Dispute Resolution, notwithstanding, this Subsection shall govern any dispute between the Air Force and the State regarding the application of this Section or any matter controlled by this Section including, but not limited to, allow ability of expenses and limits on reimbursement. While it

is the intent of the Air Force and the State that these procedures shall govern resolution of disputes concerning State reimbursement, informal dispute resolution is encouraged.

1. The Air Force and State Project Managers shall be the initial points of contact for coordination of dispute resolution under this Subsection.

2. If the Air Force and State Project Managers are unable to resolve a dispute, the matter shall be referred to the Air Force Systems Command, Deputy for Engineering Services, and the Director of the Hazardous & Solid Waste Division of the TWC, as soon as practicable, but in any event within five (5) working days after the dispute is elevated by the Project Managers.

3. If the Air Force Systems Command and the Director of the Hazardous & Solid Waste Division of the TWC are unable to resolve the dispute within ten (10) working days, the matter shall be elevated to the Air Force Deputy Assistant Secretary for Environment, Safety, and Occupational Health (SAF/MIQ) and the TWC Executive Director.

4. In the event the TWC Executive Director and the Air Force Deputy Assistant Secretary for Environment, Safety, and Occupational Health are unable to resolve a dispute, the State retains any legal and equitable remedies it may have to recover its expenses. In addition, the State may withdraw from this Agreement by giving sixty (60) days notice to the other Parties.

J. Nothing herein shall be construed to limit the ability of the Air Force to contract with the State for technical services that could otherwise be provided by a private contractor including, but not limited to:

1. Identification, investigation, and cleanup of any contamination beyond the boundaries of Air Force Facility:

2. Laboratory analysis; or

3. Data collection for field studies.

K. Nothing in this Agreement shall be construed to constitute a waiver of any claims by the State for any expenses incurred prior to the effective date of this Agreement.

L. The Air Force and the State agree that the terms and

conditions of this Section shall become null and void when the State enters into a Defense/State Memorandum of Agreement ("DSMOA") with DOD which addresses State reimbursement.

M. The payment of State costs pursuant to this Agreement shall be in addition to, and does not constitute a payment in lieu of, any other hazardous waste generation or disposal fees required to be paid by the Air Force under State law.

XXXV. TERMINATION AND SATISFACTION

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 the remedial actions at the Site pursuant to Section XI, Work to be Performed, any Party may propose in writing the termination of this Agreement upon a showing that the objectives of this Agreement have been satisfied. A Party opposing termination of this Agreement shall serve its objection upon the proposing Party within thirty (30) days of receipt of the proposal. Without prejudice to the Air Force's obligation for periodic review under Section XXIII, Five Year Review, no Party shall unreasonably withhold or delay termination of this Agreement.

XXXVI. EFFECTIVE DATE

The effective date of this Agreement shall be the date on which EPA issues notice to the Parties. Such notice shall be issued after the implementation of Section XXVIII, Public Comment.

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THIS AGREEMENT CAN BE EXECUTED IN COUNTERPART.

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF THE AIR FORCE

BY: _____ DATE: _____

Texas Water Commission
(On Behalf Of The State Of Texas)

BY: Allen Beinke DATE: 7-26-90
Allen P. Beinke
Executive Director

U.S. Environmental Protection Agency

BY: _____ DATE: AUG 31 1990
Robert E. Layton Jr., P.E.
Regional Administrator

THIS AGREEMENT CAN BE EXECUTED IN COUNTERPART.

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF THE AIR FORCE

BY: _____ DATE: 20 Aug 1990

STEWART E. CRANSTON
Brigadier General, USAF
Vice Commander

Texas Water Commission
(On Behalf Of The State Of Texas)

BY: _____ DATE: _____

Allen P. Beinke
Executive Director

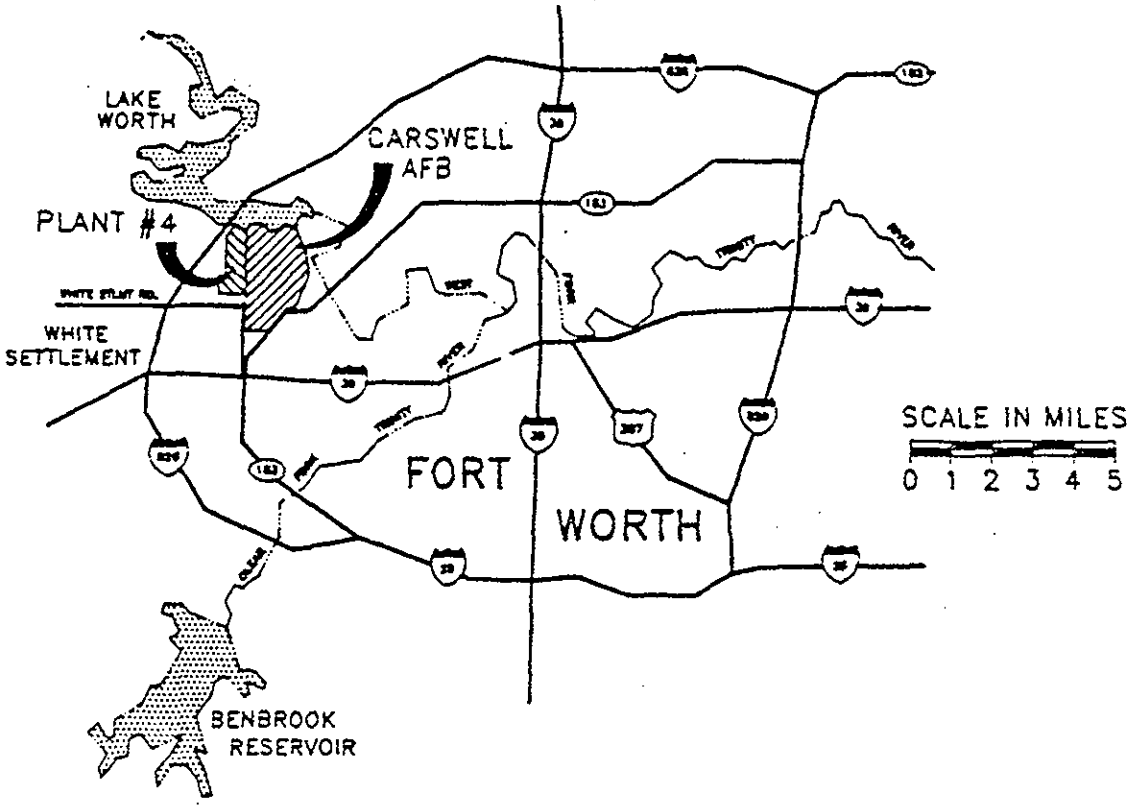
U.S. Environmental Protection Agency

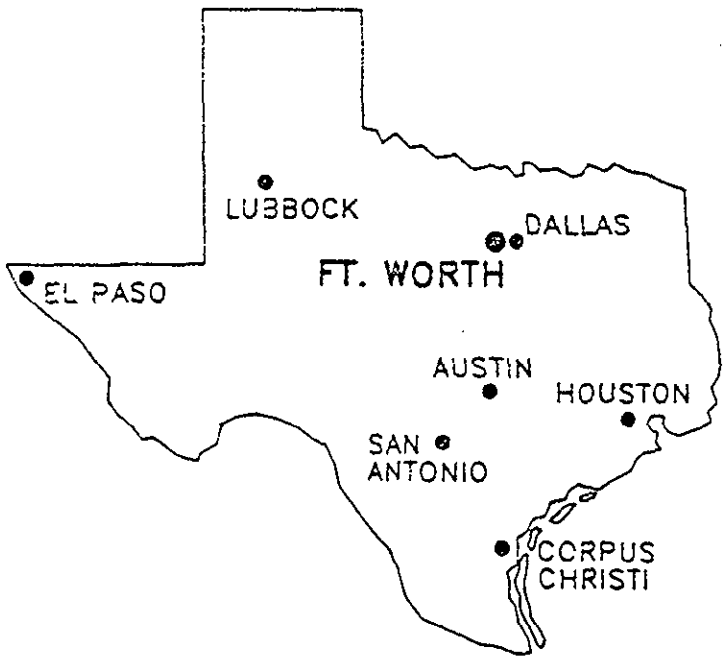
BY: _____ DATE: _____

Robert E. Layton Jr., P.E.
Regional Administrator

001393

ATTACHMENT 1





ATTACHMENT 2

List of Sites at Air Force Plant #4

Site Name	SOLID WASTE MANAGEMENT UNIT
Landfill No. 1	1
Landfill No. 2	2
Landfill No. 3	3
Landfill No. 4	4
FDTA No. 2	5
FDTA No. 3	6
FDTA No. 4	7
FDTA No. 5	8
FDTA No. 6	9
Chrome Pit No. 1	10
Chrome Pit No. 2	11
Chrome Pit No. 3	12
Die Yard Chemical Pits	13
Fuel Saturation Area No. 1	14
Fuel Saturation Area No. 2	15
Fuel Saturation Area No. 3	16
Former Fuel Storage Area	17
Solvent Lines	18
NARF Area	19
Waste Water Collection Basins	20
Jet Engine Test Stand	21

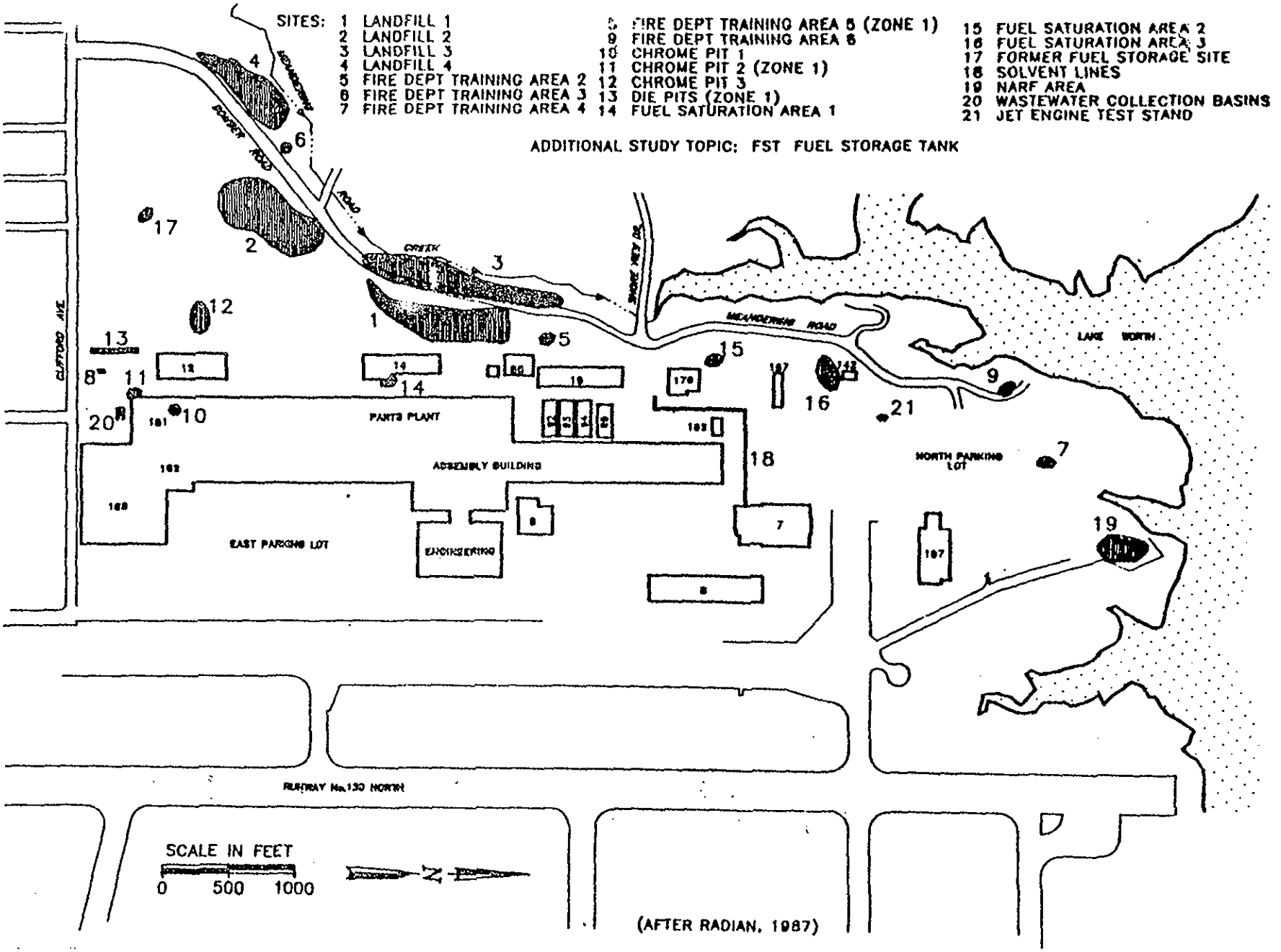


Figure 2. Phase I IRP Sites

ATTACHMENT 2