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United States Environmental Protection Agency

Region I

And The

United States Department of Defense, National Guard Bureau

And The

United States Coast Guard

IN THE MATTER OF:

The U.S. Department of Defense and
United States Coast Guard,

Massachusetts Military Reservation
Cape Cod, Massachusetts

FEDERAL FACILITY AGREEMENT UNDER CERCLA § 120

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United States Environmental Protection Agency
Region I
and the
United States Department of Defense, National Guard Bureau
and the
United States Coast Guard

IN THE MATTER OF:) Federal Facility Agreement
) under CERCLA § 120
)
The U.S. Department)
of Defense, National Guard Bureau)
and)
The U.S. Coast Guard)
)
)
Massachusetts)
Military Reservation)
Cape Cod, Massachusetts)
)

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

I. PURPOSE

1.1 The general purposes of this Agreement are to:

- (a) Ensure that the environmental impacts associated with the past and present activities at the Site are thoroughly investigated and to ensure that the appropriate Response Action is taken as necessary to protect the public health, welfare, and the environment;
- (b) Establish a procedural framework and Timetable for developing, implementing and monitoring appropriate Response Actions at the Site in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (collectively CERCLA),

the National Contingency Plan (NCP), Superfund guidance and policy;

- (c) Facilitate cooperation, exchange of information and participation of the Parties in such actions;

1.2 Specifically, the purposes of this Agreement are to:

- (a) Establish requirements for the performance of a Site Inspection(s) (SI) and Remedial Investigation(s) (RI) to assess the nature and extent of the threat to the public health, welfare and the environment caused by the release or threatened release of Hazardous Substances, pollutants or contaminants at the Site and to establish requirements for the performance of Feasibility Studies (FS) to identify, evaluate and select alternatives for the appropriate Remedial Action(s) at the identified Area of Contamination (AOC) to prevent, mitigate or abate the release or threatened release of Hazardous Substances, pollutants or contaminants at the Site in accordance with CERCLA, applicable state law and this Agreement;
- (b) Identify the nature, objective, and Schedule of Response Actions to be taken at the Site and to ensure that Remedial Actions at the Site shall attain that degree of cleanup of Hazardous Substances, pollutants or contaminants mandated by CERCLA and applicable Records of Decision;
- (c) Implement selected Remedial Action(s) in accordance with CERCLA, applicable Records of Decision, applicable State law and this Agreement; and to meet the requirements of CERCLA § 120(e)(2), 42 U.S.C. § 9620(e)(2);
- (d) Ensure compliance, through this Agreement, with RCRA and other Federal and State hazardous waste laws and regulations for matters covered herein;
- (e) Coordinate Response Actions at the Site with the mission and support activities at the Federal Facility known as the Massachusetts Military Reservation;
- (f) Expedite the cleanup process to the extent consistent with the protection of public health, welfare and the environment;

- (g) Provide for the Operation and Maintenance of any Remedial Action selected and implemented pursuant to this Agreement; and
- (h) Identify Removal Actions which are appropriate for the Site in accordance with the terms of this Agreement and provide timely notice to the other Parties of such proposed actions.

II. PARTIES AND SCOPE OF AGREEMENT

- 2.1 The Parties to this Agreement are the EPA, the National Guard Bureau (NGB) (representing all United States Department of Defense (DOD) agencies who own or control property at the Site) and the United States Coast Guard (USCG). The terms of the Agreement shall apply to and be binding upon EPA, NGB, and USCG.
- 2.2 In selecting contractors to perform Work associated with the Site, the Federal Parties will comply with the Federal Acquisition Regulation (FAR) Subpart 9.4, 48 C.F.R. Subpart 9.4 and 40 C.F.R. Part 32.
- 2.3 Each Party shall be responsible for ensuring that its contractors receive a copy of and comply with the terms and conditions of this Agreement. Failure of NGB and USCG to provide proper direction to its contractors and any resultant noncompliance with this Agreement by a contractor shall not be considered a Force Majeure event or other good cause for Extensions under Section XV (Extensions), unless the Parties so agree. The Parties, upon selection of a contractor and when practicable in advance of their contract performance, shall notify the other Parties to this Agreement of the identity and of the assigned tasks of said contractor.
- 2.4 This Agreement shall apply to and be binding upon the Parties, their respective officers, successors in office, agents and employees and shall not be construed as an agreement to indemnify any person unless specifically provided herein. The NGB and the USCG shall provide notice, or a copy of this Agreement, to appropriate members, employees, agents, lessees and Response Action contractors of the existence of this Agreement. The NGB and USCG agree to include notice of this Agreement in any document transferring ownership or control to any subsequent owners and operators of any portion of the Federal Facility in accordance with CERCLA § 120(h), 40 C.F.R. §§ 264.119 and 264.120 and shall notify EPA of any such change of ownership or control at least sixty (60) days prior to such transfer. This Agreement shall also be binding upon any successors in

interest of either or both the NGB and USCG.

- 2.5 The scope of this Agreement extends to the entire Site, as defined at Section III 3.1 (f,f) herein. The Parties agree that the entire Site is listed as an EPA Superfund Site and therefore the Site cannot be removed from the NPL until EPA determines, in accordance with CERCLA, and this Agreement, that the Site no longer poses a threat to public health, welfare and the environment. Further, the Parties agree that due to the complexity of the Remedial Action(s) at the Site and the methods utilized to identify Hazardous Substances at the Site, Response Actions at the Site shall occur in discrete locations called Study Areas (SA), Areas of Contamination (AOC), or Operable Units (OU) identified at the Site pursuant to this Agreement. For each Study Area, Area of Contamination, or Operable Unit the NGB shall perform all applicable Work identified in Paragraphs 2.6, 2.7 and 2.8 below in accordance with the requirements of this Agreement.
- 2.6 The NGB shall develop, implement and report upon Site Inspections (SI), Decision Documents (DD) and Remedial Investigations (RI) at the Site for each AOC or OU in accordance with Section VI (Work To Be Performed) of this Agreement, the NCP and applicable EPA policy and guidance. All SI, DD, and RI documents, including all those SI, DD, and RI documents produced by the NGB but not reviewed by the EPA prior to the Effective Date of this Agreement, shall be subject to the review and comment procedures described in Section VII (Consultation with EPA), of this Agreement. All SI and RI activities at the Site shall be conducted in accordance with the requirements and Deadlines set forth in Appendix III and Section XIV (Deadlines and Schedules), of this Agreement. All SI and RI activities shall be designed to meet the purposes set forth in Section I (Purpose), of this Agreement.
- 2.7 The NGB shall develop, implement and report upon Feasibility Studies (FS) for each AOC or OU at the Site in accordance with Section VI (Work To Be Performed) of this Agreement, the NCP and applicable EPA regulations, policy and guidance. All Feasibility Study documents, including all those FS documents relating to the Site produced by the NGB but not reviewed by the EPA prior to the Effective Date of this Agreement shall be subject to the review and comment procedures described in Section VII (Consultation with EPA), of this Agreement. All FSs shall be conducted in accordance with the requirements and Timetables set forth in Appendix III and Section XIV (Deadlines and Schedules), of this Agreement. All FSs shall meet the purposes set forth in Section I (Purpose), of this Agreement.
- 2.8 The NGB shall perform Remedial Design, Remedial Action

(RD/RA) and Operation and Maintenance activities at the Site in accordance with CERCLA § 120(e)(2), Section XVII (Records of Decision and Plans for Remedial Action), of this Agreement, CERCLA, the NCP, RCRA and applicable regulations thereof.

- 2.9 Any decision to close the Federal Facility will not affect the NGB or USCG obligation to comply with all the terms of this Agreement. Base closure will not constitute a Force Majeure under Section XVI, (Force Majeure), nor will it constitute good cause for Extensions under Section XV (Extensions), unless mutually agreed by the Parties.

III. DEFINITIONS

- 3.1 The terms used in this Agreement shall have the same definitions as the terms defined in CERCLA and the National Contingency Plan (NCP) unless specifically otherwise defined in this Agreement. The following terms used in this Agreement are defined as follows:

- (a) "Additional Work" shall mean all activities required by Paragraphs 7.9, 19.3 and 32.4 herein;
- (b) "Agreement" shall refer to this document and shall include all Appendices to this Agreement. Copies of Appendices shall be available as part of the Administrative Record as provided in Section XXXVII. All such Appendices shall be appended to and made part of this Agreement and shall be enforceable hereunder;
- (c) "ARARS" shall mean Federal and State Applicable or Relevant and Appropriate Requirements, standards, criteria, or limitations, identified pursuant to CERCLA § 121. ARARS shall apply under this Agreement in the same manner and to the same extent that ARARS are applied to a non-Federal Facility pursuant to CERCLA § 120(a)(1) and the NCP;
- (d) "Area of Contamination" or "AOC" shall mean (1) Any of the areas listed or described in Section V (Findings of Fact), Paragraph 5.24, of this Agreement as an Area of Contamination, including any area or any group of areas, to or under which a release of Hazardous Substances has come to be located, or threatens to migrate, from any of the above listed areas and as to which a Site Inspection has been completed recommending further action is warranted pursuant to CERCLA or the NCP; and (2) any area or location or group of areas or locations, where a Hazardous Substance has been

deposited, stored, disposed of, or placed, or otherwise come to be located within the Site boundaries and identified by any of the Parties or their agents and added to this Agreement pursuant to Section VI (Work To Be Performed) of this Agreement and as to which a Site Inspection has been completed recommending further action is warranted pursuant to CERCLA or the NCP.

- (e) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499 and any subsequent amendments;
- (f) "Cleanup Standard(s)" shall mean the numerical criteria representing the degree of cleanup to be achieved at the Site as set forth in each Record of Decision (ROD);
- (g) "Commonwealth" shall mean the Commonwealth of Massachusetts and its employees, agents, authorized representatives, successors and assigns;
- (h) "Comprehensive Plan" shall mean the Primary document which establishes a process for assessing environmental contamination at the Massachusetts Military Reservation and that describes the implementation of the Response Action process, including identification of Study Areas, Site Inspection, Remedial Investigation/Feasibility Study, Remedial Design, Remedial Action and any modifications thereto in accordance with this Agreement. The Comprehensive Plan outlines the philosophy underlying the investigation and Response Actions for all Study Areas, Areas of Contamination and Operable Units. The Comprehensive Plan shall be consistent with CERCLA and the NCP. Any conflict between the Comprehensive Plan and this Agreement shall be resolved by this Agreement;
- (i) "Day" or "Days" means calendar day(s), unless business day(s) are specified. Any submittal or written statement of dispute which under the terms of this Agreement would be due on Saturday, Sunday, or a holiday shall be due on the next occurring business day;
- (j) "Deadline(s)" shall be the time limitation applicable to issuance by the NGB of all Primary

documents up to and including all Record of Decisions (RODs) for which a limitation has been specifically established under the terms of this Agreement;

- (k) "Decision Document" shall mean the document that supports the determination that a Remedial Investigation/Feasibility Study is not required at a Study Area.
- (l) "EPA" shall mean the United States Environmental Protection Agency, its employees, agents, authorized representatives, successors and assigns;
- (m) "Federal Facility" and "Massachusetts Military Reservation (MMR)" shall mean the real property comprising the Massachusetts Military Reservation as described in the EPA Hazard Ranking Scoring package titled "Otis ANGB: UTEs AND PDO sites (Camp Edwards)". Such real property is located on the "upper" western portion of Cape Cod within or bounded by Bourne, Mashpee, Falmouth and Sandwich in Barnstable County, Massachusetts, approximately 60 miles south of Boston, Massachusetts and comprising approximately 22,000 acres. For purposes of this Agreement the term Federal Facility, Massachusetts Military Reservation and MMR shall include such real property even if later transferred from ownership or control of the United States or an agency or department thereof;
- (n) "Feasibility Study" or "FS" shall mean a study conducted pursuant to CERCLA and the NCP, which fully develops, screens and evaluates in detail Remedial Action alternatives to prevent, mitigate, or abate the migration or the release or threatened release of Hazardous Substances, pollutants or contaminants at and from the Site, an Area of Contamination or any aggregate or combination of Areas of Contamination or OU, which satisfies the same requirements;
- (o) "Hazardous Substance(s)" shall mean all those substances which are included under CERCLA § 101(14), 42 U.S.C. § 9601(14); and as hazardous constituents under RCRA § 3008(h) and 40 C.F.R. Part 261 Appendix VII;
- (p) "Meeting" when used in reference to the Parties Project Managers shall mean an in-person meeting at a single location. A conference call will suffice for an in-person meeting at the

concurrence of the Project Managers;

- (q) "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan and any subsequent amendments, promulgated pursuant to CERCLA and found at 40 C.F.R. Part 300;
- (r) "NGB" shall mean the National Guard Bureau, a bureau of the United States Department of Defense, its employees, members, agents, and authorized representatives as well as Department of Defense (DOD), to the extent necessary to effectuate the terms of this Agreement, including, but not limited to, appropriations and Congressional reporting requirements;
- (s) "Operable Unit" or "OU" shall have the same meaning as in the NCP;
- (t) "Operation and Maintenance" or "O&M" shall mean the portion(s) of the Response Action(s) required to maintain its effectiveness;
- (u) "Parties" shall mean the NGB, EPA, and USCG;
- (v) "Performance Standard(s)" shall mean the criteria representing the degree and method of cleanup to be achieved at the Site, including all location-, chemical-, and action- specific ARARs identified in a ROD and the Comprehensive Plan, or by the EPA prior to Certification of the Completion of the Work; and all other health or environmentally related numerical standards in the ROD. Performance Standards include all Cleanup Standards;
- (w) "RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Public Law 98-616 and any subsequent amendments;
- (x) "Remedial Design" or "RD" shall have the same meaning as provided in the NCP;
- (y) "Record of Decision" or "ROD" shall mean a public document that describes the Remedial Action alternative(s) selected to be implemented as one or more Operable Units at Areas of Contamination and the basis for the selection. The ROD shall be based on information and technical analysis generated during the RI/FS and consideration of

public comments and community concerns;

- (2) "Remedial Investigation" or "RI" shall mean that investigation conducted pursuant to CERCLA and the NCP. The RI serves as a mechanism for collecting data for site and waste characterization and conducting treatability studies as necessary to evaluate performance and cost of the treatment technologies. The data gathered during the RI will also be used to conduct a risk assessment appropriate to the scope of the RI, including characterization of risk of harm to the public health, welfare and the environment, to perform a Feasibility Study, evaluation of the natural resources damaged by the releases or threatened releases of Hazardous Substances, and to support the design of a selected remedy;
- (a,a) "Remedy" or "Remedial Action" or "RA" shall have the same meaning as provided in CERCLA § 101(24), 42 U.S.C. § 9601(24), and the NCP, and may consist of one or more Operable Units;
- (b,b) "Remove" or "Removal" shall have the same meaning as provided in CERCLA § 102(23), 42 U.S.C. § 9601(23);
- (c,c) "Response Action(s)" shall mean all Removal and Remedial Actions including enforcement activities related to the Site;
- (d,d) "Risk Assessment" shall mean the baseline risk assessment as described in the "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final", EPA OSWER Directive 9355-01, as amended, unless the context of the use of the term clearly indicates that some other risk assessment method is identified and intended;
- (e,e) "Schedule(s)" shall mean the time limitations established for the completion of all post ROD activities and documents established pursuant to this Agreement;
- (f,f) "Site" shall encompass land owned, operated, controlled, leased, licensed or used by right of easement by any department or agency of the United States Government in the past and at the present time at the Federal Facility known as the Massachusetts Military Reservation or any area off the Federal Facility to or under which a release of Hazardous Substances has migrated, or threatens

to migrate, from a source on or at Massachusetts Military Reservation. For purposes of obtaining permits, the term "on-Site" shall include areas within the MMR facility, the areal extent of contamination therefrom, and all suitable areas in close proximity to the contamination necessary for implementation of Response Actions;

- (g,g) "Site Inspection " or "SI" shall mean an on-Site investigation to determine whether a release or potential release exists and the nature of the associated threats to the public health, welfare and environment. Sampling and other field data shall be used to augment the Preliminary Assessment (PA) and determine if further investigation or Response Action is required. Such SI shall be conducted to satisfy CERCLA, CERCLA guidance, and the NCP, as supplemented by the substantive provisions of the EPA RCRA Facilities Assessment guidance;
- (h,h) "State" shall mean the Commonwealth of Massachusetts and its employees, agents, authorized representatives, successors and assigns;
- (i,i) "Study Area" or "SA" shall mean an area or areas within the Site, identified pursuant to a PA, or this Agreement, as an area of potential contamination. If, pursuant to the Site Inspection, it is determined that further action is warranted, an RI/FS shall be conducted and the area shall henceforth be designated an Area of Contamination. If a Site Inspection determines that no further action is warranted, a Decision Document shall be prepared to remove the Study Area from the remedial process;
- (j,j) "Timetable(s)" shall be the collective terms for all Deadlines and Schedules established pursuant to this Agreement;
- (k,k) "Technical Environmental Affairs Committee" or "TEAC" shall mean the Committee of federal, State and local government and community representatives as defined at 10 USC § 2705(c) established at MMR in 1985;
- (l,l) "Work" shall mean activities or obligations required by this Agreement and the Comprehensive Plan, including but not limited to SI, RI/FS, RD/RA, Operation and Maintenance (O&M) and any

activities required to be undertaken pursuant to Section VI or the Comprehensive Plan;

- (m,m) "USCG" shall mean the United States Coast Guard, a bureau of the United States Department of Transportation, its employees, members, agents and the Department of Transportation to the extent necessary to effectuate the terms of this Agreement, including, but not limited to, appropriations and Congressional reporting requirements.

IV. JURISDICTION

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

- (a) The EPA enters into those portions of this Agreement that relate to SI, RI/FS pursuant to CERCLA § 120(e)(1) and Executive Order 12580;
- (b) EPA enters into those portions of this Agreement that relate to Areas of Contamination, Operable Units, and all final Remedial Actions pursuant to CERCLA § 120(e)(2), and Executive Order 12580;
- (c) The NGB enters into those portions of this Agreement that relate to the SI, DD, RI/FS, Interim, and final Remedial Actions pursuant to CERCLA § 120(e)(1) and (2), Executive Order 12580, and the Defense Environmental Restoration Program (DERP), 10 U.S.C. § 2701 et. seq.;
- (d) The USCG enters into those portions of this Agreement that relate to the SI, DD, RI/FS, Interim, and final Remedial Actions pursuant to CERCLA § 120(e)(1) and (2), and Executive Order 12580, and the Coast Guard Environmental Compliance and Restoration Program, PL 101-225, § 222.

V. STATEMENT OF FACTS

A. SITE HISTORY

- 5.1 The Massachusetts Military Reservation (MMR) is located on the "upper" western portion of Cape Cod in Barnstable County, Massachusetts, approximately 60 miles south of Boston. The towns of Bourne, Falmouth, Sandwich and Mashpee

are within and border upon the MMR, which occupies almost 22,000 acres.

- 5.2 Military use of the area, now known as the MMR, has occurred since 1911. Since 1935, the MMR has been used for military training and maneuvers, military aircraft operations, and maintenance and support activities. The most intensive periods of activity occurred between 1940-1946 and 1955-1970.
- 5.3 In 1940, the U.S. Army signed a ninety-nine (99) year lease with the Commonwealth for the use of MMR (originally called Camp Edwards). The lease signed between the United States and the Commonwealth placed complete control of Camp Edwards with the United States. The lease did not provide the Commonwealth with a right to break or revise the lease in any way. In 1953, Congress approved the transfer of the post to the Department of the Air Force, for the purpose of operating an air base and supporting facilities. The Air Force held the primary lease with the Commonwealth from 1953-1974. From 1953 to 1974 the Air Force sub-leased the 14,000 acres of Camp Edwards back to the Army. In 1974, the Department of Defense reorganized control of MMR. The Air Force deleted approximately 16,000 acres from its lease with the Commonwealth. The Commonwealth, contemporaneously with the deletion of property from the Air Force lease, signed separate leases with the U.S. Army for 14,000 acres at MMR and the Department of Transportation (Coast Guard) for 1,400 acres at MMR. At the same time, the Commonwealth conveyed 750 acres of MMR to the Veterans Administration to be used as a National Cemetery. In 1973, the Air Force licensed the Massachusetts Air National Guard (ANG) to use and occupy Otis Air Force Base, and in 1975, the Army licensed the Massachusetts Army National Guard to use and occupy Camp Edwards.
- 5.4 Each of the three U.S. federal agencies, Army, Air Force and Coast Guard, are separate and distinct lessors from the Commonwealth. The Veterans Administration owns 750 acres and the Air Force owns approximately 1300 acres at MMR. This situation has created a military complex with no single agency responsible for control of the site on a day-to-day basis or for CERCLA remedial activities. However, based upon provisions in the Air Force lease, statutory authority of the National Guard Bureau (NGB), and a series of formal and informal agreements between the tenants at MMR, the NGB has acquired the primary responsibility of operating and maintaining the MMR and over CERCLA Response Actions at MMR.
- 5.5 The MMR can be divided into three main areas: (1) the 5,000 acre cantonment located in the southern portion of the reservation where Army, Air National Guard, and Coast Guard facilities include aircraft runways, access roads, aircraft

and vehicle maintenance facilities, and housing and personnel support facilities; (2) the 14,000 acre range which is used for a U.S. Air Force Radar Installation and general Army National Guard and Army Reserve training and maneuvers; and (3) the 750 acre Veterans Administration Cemetery, located on the western edge of MMR. A map contained in Attachment (1) shows the various areas within MMR.

- 5.6 The cantonment area has been the most actively used area of the MMR. During World War II, U.S. Army operations in the cantonment included servicing large motor pools, some with as many as 400 vehicles. Between 1955 and 1972, when U.S. Air Force operations were at a peak, the MMR experienced its highest levels of activity in the cantonment. The generation, use and disposal of petroleum products, aviation and motor fuels, solvents, spent acids, laboratory chemicals and wastes were widespread.
- 5.7 In 1978, the Town of Falmouth detected contaminants in a drinking water well located approximately 7,500 feet south of the MMR wastewater treatment plant. As a result of subsequent investigations, the DEP ordered the use of the Falmouth well discontinued in 1979. In an agreement with the Town, the NGB paid for the connection to the municipal water system.
- 5.8 In 1982, the DOD initiated the Installation Restoration Program (IRP) at the Otis Air National Guard portion of MMR. The IRP is designed to identify and evaluate potential hazardous waste sites at military bases. Phase I included a records search of past disposal activities, while Phase II, which occurred in 1983 and 1984, included groundwater and soil sampling of areas identified during Phase I. In 1985, the DOD closed one of two on-site wells serving the majority of MMR residents when sampling detected elevated levels of volatile organic compounds in the MMR water supply.
- 5.9 The NGB expanded the IRP program in 1986 to include investigations of hazardous waste sites at all military units at MMR. Also in 1986, the DEP began to actively review and oversee the expanded IRP program and to meet with NGB personnel to evaluate site investigation reports. The Phase I portion included a records search, an evaluation of past records searches and sampling and analysis results, and interviews with past and present MMR personnel. This resulted in the identification by the NGB of seventy-three (73) locations where contamination was suspected to exist. The Parties acknowledge that this list may require amendment.
- 5.10 In late 1986, Phase II site inspections commenced at twenty-one (21) Study Areas (SA). These inspections

included installation of groundwater monitoring wells, and groundwater, soil, surface water and sediment sampling. Sampling results indicated the presence of volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), and other semi-volatile organic compounds, waste oils and metals.

5.11 In March 1987, the DEP issued a Notice of Responsibility (NOR) to the tenants of MMR, notifying the agencies of their responsibility to conduct hazardous waste site assessment activities and Remedial Actions at MMR in accordance with M.G.L. Ch. 21E.

5.12 Of the original 73 Study Areas:

twelve (12) were combined with other Study Areas;

fifteen (15) were proposed for "No Further Action" by the NGB;

three (3) were proposed for deletion from the list; and,

forty-three (43) were identified by the NGB as appropriate for further evaluation;

NGB and DEP signed a No Further Action Decision Document for one (1) Study Area in January 1989. In May 1990, EPA and the State agreed with the NGB that eleven (11) of the fifteen (15) Study Areas were appropriate for No Further Action. EPA is currently reviewing the data for three (3) Study Areas proposed for deletion and one (1) Study Area proposed for No Further Action.

5.13 In 1986 and 1987, at the request of the Town of Mashpee and of residents from the Briarwood section of Mashpee (Briarwood), which is located on the southern portion of MMR, the Barnstable County Health and Environmental Department sampled private wells in this area. Sampling results indicated VOC levels for trichloroethylene (TCE) and tetrachloroethylene (PCE) exceeding federal and State drinking water standards in seven (7) wells. The DEP issued a letter to the NGB requesting that bottled water be provided to all residents in Briarwood, and that arrangements be made to develop a permanent drinking water supply. In 1988 the NGB proposed to supply drinking water to seven (7) homes in Briarwood where contamination concentrations exceeded the federal maximum contaminant levels (MCLs). The DEP considered this response to be inadequate and provided bottled water to the entire Briarwood community threatened by VOC contamination of its water supply from 1988 to July 1990, when a new connection to the Falmouth, Massachusetts water supply was to be

completed. A new water supply connection to the Falmouth water system has now been completed.

- 5.14 In July 1989, EPA proposed the MMR be placed on the National Priorities List (NPL). EPA formally added the MMR site to the NPL on November 21, 1989.
- 5.15 Subsequent to the final listing on the NPL, investigations at MMR have resulted in the identification of four (4) additional areas which will require further investigation (see referenced list in Section 5.24).
- 5.16 For the purposes of this Agreement, the foregoing constitutes a summary of findings upon which this Agreement is based. None of the facts related herein shall be considered an admission by any party, and they shall not be used by any person related or unrelated to this Agreement for purposes other than determining the basis of and enforcing this Agreement.

B. DETERMINATIONS

- 5.17 The Massachusetts Military Reservation (MMR) was listed on the National Priorities List (NPL) update of November 21, 1989, 54 Fed. Reg. 134 and is therefore subject to the special provisions for Federal Facility NPL sites in CERCLA § 120.
- 5.18 The MMR is located within or bounded by the towns of Bourne, Falmouth, Sandwich and Mashpee, Massachusetts and is, or has been, at all times relevant to this Agreement controlled by the United States of America.
- 5.19 The MMR is a facility under the jurisdiction, custody, or control of the DOD and USCG, within the meaning of Executive Order 12580, 52 Fed. Reg. 2923, January 29, 1987 and within the meaning of DERP, 10 U.S.C. § 2701 et seq., and CERCLA § 120, 42 U.S.C. §9620. The National Guard Bureau (NGB) is authorized to act on behalf of the Secretary of Defense for all functions delegated by the President through Executive Order 12580 which are relevant to this Agreement.
- 5.20 In 1982, the DOD initiated an Installation Restoration Program (IRP) designed to identify and remediate Hazardous Substance contamination on the Otis Air Force Base portion of MMR that threatened the public health, welfare and environment. The NGB took over the IRP program in 1986 and expanded it to include investigations of the entire MMR. These investigations identified seventy-three (73) areas where Hazardous Substance contamination was suspected to exist. A description of the areas identified during the

investigations are included below at Paragraph 5.24.

- 5.21 The authority of the NGB to exercise the delegated Removal authority of the President pursuant to CERCLA § 104, 42 U.S.C. § 9604 is not altered by this Agreement.
- 5.22 The actions to be taken pursuant to this Agreement are reasonable and necessary to protect the public health, welfare and environment.
- 5.23 On the basis of the facts described in Section V of this Agreement, EPA has determined that:
- (a) The Site is a Federal Facility pursuant to CERCLA § 120(a), 42 U.S.C. § 9620;
 - (b) The Site is a Facility within the meaning of § 101(9) of CERCLA, 42 U.S.C. § 9601(9);
 - (c) Hazardous Substances, pollutants, or contaminants within the meaning of CERCLA §§ 101(14) and 104(a)(2), 42 U.S.C. §§ 9601(14) and 9604(a)(2), including, but not limited to, trichloroethylene, tetrachloroethylene, PCBs, benzene, xylene and toluene have been disposed of and have come to be located at the Site;
 - (d) There have been releases and there continue to be releases and threatened releases of Hazardous Substances, pollutants, or contaminants into the environment within the meaning of CERCLA §§ 101(22), 104, 106, and 107, 42 U.S.C. §§ 9601(22), 9604, 9606, and 9607, at and from the Site; and
 - (e) With respect to those releases and threatened releases at the Site, the NGB, and the USCG, are each a responsible person within the meaning of CERCLA § 107, 42 U.S.C. § 9607.

5.24 As of the Effective Date of this Agreement, the following Study Areas and Areas of Contamination (AOC) have been identified by the Parties:

<u>AOC/IRP Identifier</u>	<u>Description</u>	<u>NCP Status</u>
1 SD-1	Storm Drainage Disposal Site	DD

2	SD-2/FS-6/ FS-8/FS-10/FS-11	Storm Drainage Disposal Site/Airfield Apron/Airfield Apron/Fuel Storage Area PFSA/Fuel Storage Area	# RI/FS
3	SD-4	Storm Drainage Disposal Site	SI
4	SD-5/FS-5	Storm Drainage Disposal Site/Apron Near Aquafarm	# RI/FS
5	LF-1	MMR Main Sanitary Landfill	# RI
6	LF-3	Northeast Landfill	SI
7	LF-4	John's Pond Dump-Off Base	PA
8	LF-5	VA Cemetery Rubble Landfill	DD
9	LF-6	US Navy Rubble Landfill	DD
10	LF-7	Radon Tube Burial Landfill	DD
11	CS-1	North Truck Road Motor Pool	SI
12	CS-2	East Truck Road Motor Pool	SI
13	CS-3/FS-23	South Truck Road Motor Pool/South Truck Road Fuel Spill	SI
14	CS-4	West Truck Road Motor Pool	# RI/FS
15	CS-5	Former Refueler Maintenance Shop B/3437	SI
16	CS-6/FS-22	Current ANG Maintenance Shop B/754/ANG Motor Pool	SI
17	CS-7	OMS-6, B/2806	DD
18	CS-8/FS-21	OMS-22, S-2/Current Product Tank 90	DD
19	CS-9	Former Main USAF Motor Pool- 4100 Block	SI
20	CS-10/FS-24	UTES/BOMARC Site-4600 Block/BOMARC Site	# RI
21	CS-11	ARNG/ANG Pest Control Shop, B/1131	SI
22	CS-12	VA Cemetery and Grounds Shop	DD
23	CS-13	Former Contractor's Yard near Well J	PA
24	CS-14	Building 156 Leach Pit	SI
25	CS-15	Former Engine Run-up Area	SI

26	CS-16/CS-17	Sewage Treatment Plant/Former Sewage Sludge Disposal Area	#	RI/FS
27	CS-18	Propellant Burning Area		PA
28	FS-1	Aviation Gasoline (AVGAS) Fuel Valve Test Dump Site	#	RI/FS
29	FS-2	Railroad Fuel Pumping Station	#	RI/FS
30	FS-3	Johns Pond Road Fuel Dump Site		SI
31	FS-4	Current Product Tanks 100/101		SI
32	FS-7	Current Product Tank 115		SI
33	FS-9	Current Product Tank 108		SI
34	FS-12	Underground Fuel Line Range		SI
35	FS-13	Underground Fuel Line Cantonment		PA
36	FS-14	Range E-3		SI
37	FS-15	Runway #5		DD
38	FS-16	Army Helicopter Maintenance B/2816		DD
39	FS-17	Former WW II Motor Pool/Fuel Transfer Point		SI
40	FS-18	Fuel Transfer Point		SI
41	FS-19	Former Motor Gasoline (MOGAS)/Fuel Storage/Fuel Transfer Point		SI
42	FS-20	Current Product Tank 88		DD
43	FTA-1	Current Fire Training Area (CFTA)	#	RI/FS
44	FTA-2/LF-2	Former Fire Training Area (1948-1958)/Original Base Landfill	#	RI/FS
45	FTA-3/SD-3	Former Fire Training Area (1956-1958)/Storm Drainage Disposal Site	#	RI/FS
46	CY-1	Former Army Coal Storage Yard		PA
47	CY-2	Former USAF/ANG Coal Storage Yard		DD
48	CY-3	Former Hospital/VA Coal Storage Yard		PA
49	CY-4	Current Coal Storage Yard		PA

50	CS-1(USCG)	USCG Transmitter Site	#	RI
51	CS-2(USCG)	Hangar 3170 Areas (USCG)		SI
52	CS-3(USCG)	BX Service Station (USCG)		SI
53	CS-4/FS-1(USCG)	Hangar 128 Area (USCG)/Hangar 128 Fuel Spill		SI
54	CS-5(USCG)	Carpentry Shop		DD
55	CS-6(USCG)	Other USCG Maintenance Shops		DD
56	CS-7(USCG)	Dry Cleaning Facility		DD
57	FS-2(USCG)	Hot-Mix Asphalt Plant (USCG)		SI
58	LF-1(USCG)	Rubble Landfill		SI
59	LF-2(USCG)	Rubble Landfill		DD
60	LF-3(USCG)	Rubble Landfill		DD
61	FS-25*	Building 167 Area Fuel Spill	#	RI/FS
62	FS-26*	USCG Building 3444 Fuel Tank Area		SI
63	FS-27*	Connery Ave. Telephone Line Soil Excavation		SI
64	CS-19*	Impact Range Chemical Dump Site		SI

NOTE: * denotes the Study Area identified since the completion of the Preliminary Assessment.

NOTE: # denotes an Area of Contamination identified as of the Effective Date of the Agreement. A Study Area at the SI stage may either be eliminated from the Remedial Action at the Site through a Decision Document or become identified as an Area of Contamination by the SI.

NOTE: A map identifying the Study Areas and Areas of Contamination as of the Effective Date of the Agreement is included as Attachment (2).

VI. WORK TO BE PERFORMED

6.1 The Parties agree to perform the applicable tasks, obligations and responsibilities described in this Agreement

and the Comprehensive Plan in accordance with CERCLA, CERCLA guidance and policy, the NCP, Executive Order 12580, applicable State laws and all terms and conditions of this Agreement including documents prepared and incorporated in accordance with Section VII, (Consultation with EPA). For the purposes of this Agreement only, the NGB shall be considered the lead agency as described in Executive Order 12580. The NGB shall be primarily responsible for investigation, design, construction, and Operation and Maintenance of all Response Actions at the Site.

- 6.2 With respect to integration of past or ongoing Work into Work required by this Agreement, it is the intent of the Parties that documents completed and data generated prior to the Effective Date of this Agreement be utilized as elements of the SI and RI/FS documents required under this Agreement to the maximum extent practicable without violating CERCLA, CERCLA guidance and policy, the NCP, Federal and State ARARS; and without jeopardizing the technical integrity of any SI or RI/FS based upon such data. The NGB need not halt currently ongoing Work but may be obligated to modify or supplement Work previously done to produce a final product which meets the requirements of this Agreement.
- 6.3 In order to facilitate and expedite the Parties' intent as described in Paragraph 6.2, the EPA has reviewed the documents and data generated by the NGB prior to the Effective Date of the Agreement. Identified in Appendix I is a list of the documents reviewed and the action(s) required to complete or modify such documents in order to satisfy the requirements of Paragraph 6.2, and the general requirements of this Agreement. Identified in Appendix II are documents completed prior to the Effective Date of this Agreement that EPA will review in accordance with the procedures outlined in Section VII below, within 120 days of the Effective Date of this Agreement.
- 6.4 The NGB and the USCG agree to undertake, seek adequate funding for, fully implement and report on the following tasks, with participation of the Parties as set forth in this Agreement and the Comprehensive Plan:
 - (a) Site Inspections of all Study Areas consistent with this Agreement and the Comprehensive Plan;
 - (b) Remedial Investigations of all Areas of Contamination;
 - (c) Feasibility Studies for all Areas of Contamination;
 - (d) Proposed Plans and RODs for all Areas of Contamination;

- (e) Remedial Actions and Remedial Designs for all Areas of Contamination consistent with the Record of Decision;
- (f) Operation and Maintenance of Remedial Actions at the Areas of Contamination consistent with the Record of Decision;

6.5 The Parties agree to:

- (a) Make their best efforts to expedite the performance of their respective responsibilities under this Agreement;
- (b) Conduct all activities under this Agreement so as to protect the public health, welfare and the environment.

6.6 Any location on the Site which is identified by a Party pursuant to this Agreement and the Comprehensive Plan as a Study Area or AOC after the Effective Date of this Agreement shall be added to the list of Study Areas and AOC in Paragraph 5.24 as an additional Study Area or Area of Contamination to be investigated and remediated pursuant to the requirements pertaining to Study Areas or AOC under this Agreement and the Comprehensive Plan. Notice to the public of all AOC identified by the Parties after the Effective Date of this Agreement shall be provided pursuant to Paragraph 28.3 of this Agreement.

6.7 With respect to the Work to be completed at the Site, the NGB and USCG agree that all Work conducted pursuant to this Agreement, and the Comprehensive Plan, shall be funded jointly by the NGB and USCG. The NGB and USCG agree the NGB shall conduct, and be responsible for, completion of all Work activities required at the Site pursuant to this Agreement and the Comprehensive Plan. Any Agreement between the NGB and USCG that the NGB shall perform the Work does not relieve the USCG of joint and several liability under this Agreement.

VII. CONSULTATION WITH EPA

Review and Comment Process for Draft and Final Documents

7.1 Applicability:

The provisions of this Section establish the procedures that shall be used by the Parties to provide each other with appropriate notice, technical support, review, comment, and

response to comments regarding documents, specified herein and in the Comprehensive Plan as either Primary or Secondary Documents. In accordance with CERCLA § 120, 42 U.S.C. § 9620, and 10 U.S.C. § 2705, the NGB shall be responsible for issuing Primary and Secondary Documents to EPA, unless otherwise agreed to by all Parties in writing. As of the Effective Date of this Agreement, all draft and final reports for any deliverable document(s) identified herein, including any SI, RI/FS and RD/RA documents relating to this Site prepared prior to the Effective Date of this Agreement, shall be prepared, distributed and subject to dispute in accordance with Paragraphs 7.2 through 7.9 below. The designation of a document as "draft" or "final" is solely for purposes of consultation with EPA in accordance with this Section. Such designation does not affect the obligation of the Parties to issue documents, which may be referred to herein as "final", to the public for review and comment as appropriate and as required by law.

7.2 Process for Primary Document Review:

Primary Documents:

- (a) Primary Documents include those reports specified in Paragraph 7.2(b) through 7.2(e). Primary Documents shall be initially issued by the NGB in draft form subject to review and comment by EPA. Following receipt of comments on a particular draft Primary Document, the NGB shall respond to the comments received, the EPA shall then respond to the NGB comments, the NGB shall then issue a draft final Primary Document subject to Dispute Resolution. During EPA and NGB review and comment on documents pursuant to Paragraphs 7.6(e) and 7.6(f) of this Agreement, the NGB will continue Work on succeeding documents pertaining to the same Study Area, Area of Contamination, or Operable Unit. Where Dispute Resolution has been invoked on a document, work on such succeeding documents that are directly dependent upon the document in dispute may be stopped until the dispute resolution process has reached a final decision. The draft final Primary Document will become the final Primary Document either 30 days after issuance if Dispute Resolution is not invoked, or as modified by decision of the Dispute Resolution process;
- (b) Prior to the Effective Date of this Agreement, the NGB has forwarded the Primary Documents found in Appendix II to EPA. Within 120 days of the Effective Date of the Agreement EPA will review and comment on all documents listed in Appendix

II;

(c) The NGB shall complete and transmit within 120 days of the signing of this Agreement, or no later than thirty (30) days after any revision or amendment, the applicable draft document for the following Primary Document to EPA for review and comment in accordance with the provisions of this Section:

(i) Comprehensive Plan

(d) The NGB shall, no later than thirty (30) days after any revision or amendment of the Community Relations Plan, complete and transmit the applicable draft document for the following Primary Document to EPA for review and comment in accordance with the provisions of this Section:

(i) Amendment(s) to Community Relations Plan

(e) The NGB for each AOC or Study Area shall complete and transmit the applicable draft document for the following Primary Documents to EPA for review and comment in accordance with the provisions of this Section:

(i) Decision Documents

(ii) RI/FS Work Plans (including QAPP, Health and Safety Plan, and any supplemental Scope of Work)

(iii) Remedial Investigations (including Risk Assessment)

(iv) Feasibility Studies

(v) Proposed Plan

(vi) Record of Decision(s) (ROD)

(vii) Final Design (including Remedial Action Work Plan, Construction Quality Assurance Project Plan and Construction Quality Control Plan)

(viii) Project Closeout Report

(f) Only the draft final document for the Primary Documents identified above shall be subject to Dispute Resolution. The NGB shall complete and transmit draft

Primary Documents in accordance with the Timetable and Deadlines established in Section XIV, (Deadlines and Schedules) of this Agreement.

7.3

Secondary Documents:

- (a) Secondary Documents include those documents that are discrete portions of the Primary Documents and are typically input or feeder documents. Secondary Documents shall be issued by the NGB in draft subject to review and comment by EPA. Although the NGB shall respond to comments received from the EPA, the draft Secondary Documents may be finalized in the context of the corresponding Primary Documents;
- (b) The NGB shall complete and transmit draft documents for the following Secondary Documents to EPA for review and comment in accordance with the provisions of this Section:
 - (i) Site Inspection Work Plans
 - (ii) Site Inspection Reports
 - (iii) Initial Screening of Alternatives Letters
 - (iv) Remedial Design Scope of Work
 - (v) 60% Design Presentation
 - (vi) 95% Design Reports
 - (vii) Technology and ARAR Handbook
 - (viii) Treatability and Pilot Study Work Plans
 - (ix) Interim Data Submittals as Requested by the Project Managers
 - (x) Post-Screening Field Investigation Work Plans
 - (xi) Quarterly Progress Reports
- (c) Although the EPA may comment on the draft reports for the Secondary Documents listed above, such documents shall be subject to Dispute Resolution only at the time the corresponding draft final Primary Document is issued as set forth in 7.2(f) hereof. Dates shall be established for the completion and transmission of draft Secondary Documents.

7.4 Meetings of the Project Managers on Development of Reports:

The Project Managers shall meet in person every sixty (60) days, except as otherwise agreed by the Parties, to review and discuss the progress of Work being performed at the Site, including progress on the Primary and Secondary Documents. Regularly scheduled Project Manager meetings held in conjunction with TEAC meetings may satisfy this requirement if the Project Managers agree. Project Manager meetings may be held more frequently than sixty (60) days or TEAC meetings, but not less than thirty (30) days apart, unless otherwise agreed upon by the Project Managers. Prior to preparing any draft report specified in Paragraphs 7.2 and 7.3 above, the Project Managers shall meet in an effort to reach a common understanding with respect to the contents of the draft document.

7.5 Identification and Determination of Potential ARARs:

- (a) For those Primary Documents or Secondary Documents that consist of, or include ARAR determinations, the Parties' Project Managers shall, prior to the issuance of a draft document, meet to identify and propose, to the best of their ability, all potential ARARs pertinent to the report being addressed. Draft ARAR determinations shall be prepared by the NGB in accordance with CERCLA § 121(d)(2), 42 U.S.C. § 9621(d)(2), the NCP and pertinent guidance issued by EPA.
- (b) The NGB has compiled Federal and State legally applicable or relevant and appropriate requirements (ARARs) and produced a "Remedial Technology Evaluation And Applicable Or Relevant And Appropriate Requirements Handbook" (ARARs Handbook). The ARARs Handbook lists chemical-specific, location-specific, and action-specific potential ARARs for the Site. Subject to CERCLA, the NCP, EPA guidance and subparagraph (a) above the ARARs handbook may serve as an initial resource for all Primary and Secondary Documents but shall not be solely relied upon to determine all appropriate ARARs. In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a Site-specific basis and that actual ARARs depend on the specific Hazardous Substances, pollutants and contaminants at the Site and AOC, the particular actions proposed as a remedy and characteristics of the Site and AOC. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be reexamined throughout the RI/FS process until a ROD is issued.

7.6 Review and Comment on Draft Documents:

- (a) The NGB shall complete and transmit each draft Primary Document to EPA on or before the corresponding Deadline established for the issuance of such documents;

The NGB shall complete and transmit each draft Secondary Document in accordance with the dates to be established for the issuance of such Secondary Documents;

- (b) Unless the Parties mutually agree in writing to another time period, all draft documents shall be subject to the review times specified in 7.6(e). Review of any document by the EPA may concern all aspects of the document (including completeness) and may include, but is not limited to, technical evaluation of any aspect of the document, and consistency with CERCLA, the NCP, and any pertinent guidance or policy issued by the EPA and with applicable State law. At the request of the EPA Project Manager, to expedite the review process, the NGB shall make an oral presentation of the document to the Parties at the next scheduled meeting of the Project Managers following the transmittal of the draft document or within twenty-one (21) days following the request, whichever is sooner. Comments by the EPA shall be provided with adequate specificity so that the NGB may respond to the comments and, if appropriate, make changes to the draft document. Comments shall refer to any pertinent sources of authority or references upon which the comments are based, and upon request of the NGB, the EPA shall provide a copy of the cited authority or reference. On or before the close of the comment period, EPA shall transmit by next day mail, hand delivery, facsimile or certified letter its written comments to the NGB;
- (c) Representatives of the NGB shall make themselves, and NGB contractors, if appropriate, readily available to EPA during the comment period for purposes of informally responding to questions and comments on draft documents;
- (d) In commenting on a draft document which contains a proposed ARAR determination, EPA shall include a statement of whether they object to any portion of the proposed ARAR determination. To the extent that EPA objects, it shall explain in detail the

basis for the objection(s) and shall identify any ARARs which it believes are not properly addressed in the proposed ARAR determination. If the NGB rejects an EPA ARAR determination, it shall explain in detail the basis for its rejection;

(e) EPA and NGB agree to the following review and comment periods for all draft Primary Documents described in this Section for which public comment periods are not required by the Community Relations Plan:

- (1) EPA initial review-----45 days
- (2) NGB response to EPA review---30 days
- (3) EPA review of NGB response to EPA initial review-----30 days
- (4) NGB delivery of final document to Congressional delegations----14 days after 7.3(e)(3)
- (5) NGB release of final report to public after 7.3(e)(4)-----7 days.

(f) EPA and NGB agree to the following review and comment periods for all draft Primary Documents described in this Section for which public comment periods are required by the Community Relations Plan:

- (1) EPA initial review----- 45 days
- (2) NGB response to EPA review --30 days
- (3) EPA review of NGB response to EPA initial review-----30 days
- (4) Public comment on draft final document pursuant to the Community Relations Plan
- (5) EPA review of public comment and submittal to NGB-----15 days
- (6) NGB response to public comment and submittal to EPA-----30 days
- (7) EPA review of NGB responsiveness summary -----15 days

- (8) NGB delivery of final document to Congressional delegation-----14 days after 7.6(f)(7)
- (9) NGB issuance of final report---7 days. after 7.6(f)(7)
- (g) During review of a document or report pursuant to this Section, the NGB will continue currently ongoing Work pertaining to such document or report except as otherwise provided in CERCLA, the NCP and this Agreement. To the maximum extent practicable, it is the intent of the Parties that review of such documents or reports pursuant to this Section will not delay the progress of Work at the Site.
- (h) The review and comment periods established in this Section are based on the intent of the NGB to identify and discuss with the EPA the following as soon as it is available to the NGB: (1) analytical data, including field study results and draft documents and reports; and (2) all significant issues relating to the Work that may require, or impact upon, EPA approval or concurrence of a document or report. Review and comment periods established by this Section of the Agreement shall be amended if it is determined by a Party that such amendment is necessary to ensure the purposes of this Agreement.
- (i) Any Party may extend any review or comment period set out in Paragraph 7.6(e) hereof for either responding to comments on a draft document or for issuing the draft final Primary Document for thirty (30) days, by providing a timely and good faith written notice to the other Parties. In appropriate circumstances, this time period may be further extended in accordance with Section XV (Extensions).

7.7 Availability of Dispute Resolution for Draft Final Primary Documents:

- (a) Dispute Resolution shall be available to the Parties for draft final Primary Document as set forth in Section XIII, (Dispute Resolution);
- (b) When Dispute Resolution is invoked on a draft final Primary Document, Work may be stopped in accordance with the procedures set forth in Section XIII, (Dispute Resolution).

7.8 Finalization of Reports:

The draft final Primary Document shall serve as the final Primary Document after opportunity for review and comment by the EPA, and if no party invokes Dispute Resolution regarding the document or, if invoked, at completion of the Dispute Resolution process should the NGB's position be sustained. If the NGB's position is not sustained in the Dispute Resolution process, the NGB shall prepare, within forty-five (45) days, a revision of the draft final Primary Document which conforms to the results of Dispute Resolution. In appropriate circumstances, the time period for this revision period may be extended in accordance with Section XV (Extensions). Once final, a Primary Document shall be deemed incorporated into this Agreement and shall become an enforceable part hereof.

7.9 Subsequent Modifications of Timetables, Final Reports and Additional Work:

- (a) Following finalization of any Primary Document pursuant to Paragraph 7.8 above, any party may seek to modify a report, including seeking additional field Work, pilot studies, computer modeling or other supporting technical Work based on new information (i.e., information that becomes available, or conditions that become known, after the document was finalized) that the requested modification is necessary. Any Party may seek such a modification by submitting a concise written request to the Project Manager of the other Party. The request shall specify the nature of the requested modification and how the request is based on new information.
- (b) In the event that a consensus is not reached by the Project Managers on the need for a modification, any Party may invoke Dispute Resolution to determine if such modification shall be conducted. Modification of a document shall be required only upon a showing that:
 - (1) The requested modification is based on significant new information; and
 - (2) The requested modification could be of significant assistance in evaluating impacts on public health, welfare or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

7.10 Nothing in this Section shall alter EPA's right to request the performance of Additional Work pursuant to the certification process described in Section XIX (EPA

Certification). The NGB or USCG obligation to perform such Work must be established by either a modification of a report or document, pursuant to Paragraph 19.3, or by amendment to this Agreement. Any Additional Work determined to be necessary by the Parties is subject to the authority and obligations established in this Agreement and the Comprehensive Plan.

VIII. PROJECT MANAGERS

- 8.1 Prior to the Effective Date of this Agreement, the Parties shall each designate a Project Manager for the purposes of overseeing implementation of this agreement. The Project Managers shall be responsible for ensuring implementation of the SI, RI/FS and RD/RA in accordance with the terms of the Comprehensive Plan and of this Agreement. Communications among all Parties on all documents, including reports, documents, comments, and other correspondence concerning the activities performed pursuant to this Agreement to the extent practicable, shall be directed by Section XXX, (Notices and Submissions).
- 8.2 The Parties may change their respective Project Managers. Such change shall be accomplished by notifying the other Parties in writing five (5) days in advance of the change.
- 8.3 The Parties' Project Managers shall meet and discuss progress as described in Paragraph 7.4. Although the NGB has ultimate responsibility for meeting its respective Deadlines, Schedules or Timetables, the EPA Project Manager shall endeavor to assist in this effort by scheduling meetings to address documents, reviewing reports, overseeing the performance of environmental monitoring at the Site, reviewing SI, RI/FS or RD/RA progress, and attempting to resolve disputes informally. At least one week prior to each scheduled progress meeting, the NGB will provide to the other Parties a draft agenda and summary of the status of the Work subject to this Agreement. The minutes of each progress meeting, with the meeting agenda and all documents discussed during the meeting (which were not previously provided as attachments), shall constitute a progress report, which will be sent to all Project Managers within thirty (30) business days after the meeting ends. If an extended period occurs between Project Manager progress meetings, the Project Managers may agree that the NGB shall prepare an interim progress report and provide it to the other Parties. The report shall include the information that would normally be discussed in a progress meeting of the Project Managers. Other meetings shall be held more frequently upon request by any Project Manager.
- 8.4 Field modifications to the implementation of a field program

within the scope of the Work Plan may be approved by verbal agreement between all Project Managers. Field modifications to a Work Plan or Sampling and Analysis Plan may be requested by any Project Manager and shall be in writing on a Field Change Request form (FCR), signed and submitted to the other Project Managers for concurrence. The approved FCR shall be included as a part of the next progress report. No Project Manager may direct a government contractor without approval of the appropriate Government Contracting Officer.

- 8.5 If the Parties agree to a field modification pursuant to Paragraph 8.4 above, within five (5) business days following such modification, the Party requesting the modification shall prepare a memorandum detailing the modification and the reasons therefore and shall provide or mail a copy of the memorandum to the other Parties for signature and return. Modifications of Work not provided for in Paragraph 8.4 of this Section must be approved in accordance with Paragraph 7.9 of this Agreement.
- 8.6 If agreement cannot be reached on the proposed field modification to Work discussed in paragraph 8.4 above, the Dispute Resolution provisions of Section XIII of this Agreement may be invoked by the Party requesting the modification by submitting a written statement to the other Parties in accordance with Section XIII.
- 8.7 The Project Manager for the NGB shall be responsible for day-to-day field activities at the Site. The NGB Project Manager or other designated employee of the NGB shall be physically present at the Site or reasonably available to supervise Work during implementation of the Work performed at the Site pursuant to this Agreement. For all times that such Work is being performed, the NGB Project Manager shall inform the command post at MMR and the other Project Managers of the name and telephone number of the designated employee responsible for supervising the Work. The absence of the EPA Project Manager from the Site shall not be cause for Work stoppage or delay, unless the Project Managers agree otherwise in writing.
- 8.8 Each Parties' Project Manager shall be responsible for ensuring that all communications received from the other Project Managers are appropriately disseminated to and processed by the Party which each represents.
- 8.9 The Parties shall transmit Primary and Secondary Documents and all notices required herein by next day mail, hand delivery, facsimile or certified letter to the Project Managers specified in Paragraph 30.1. Time limitations shall commence upon receipt. The NGB shall provide EPA with ten (10) copies of each Primary and Secondary document.

8.10 The authority of the Project Managers shall include, but is not limited to:

- (a) Taking samples and ensuring that sampling and other field work is performed in accordance with the terms of any final work plan and QAPP;
- (b) Observing, and taking photographs and making such other reports on the progress of the work as the Project Managers deem appropriate, subject to the limitations set forth in Section IX (Access) hereof;
- (c) Reviewing records, files and documents relevant to the work performed;
- (d) Determining the form and specific content of the Project Manager meetings and of progress reports based on such meetings;

IX. ACCESS

9.1 Without limiting any authority conferred on EPA by law or regulation, EPA shall have access at all reasonable times to the Site and any property to which access is required to the extent the access to such property is controlled by or available to the NGB or the USCG, for the purposes of conducting activity consistent with this Agreement, including but not limited to:

- (a) inspecting records, operating logs, contracts and other documents relevant to implementation of this Agreement;
- (b) monitoring field activities of the NGB and its contractors, lessees, assigns, and employees to assure that such activities are carried out in compliance with the terms of this Agreement;
- (c) verifying data or information submitted by the NGB to the EPA;
- (d) conducting such tests that the EPA Project Manager deems necessary;
- (e) assessing the need for planning additional Remedial Actions at the Site; and
- (f) Response Actions pursuant to paragraph 12.3 hereof.

The NGB shall honor all requests for access by the EPA conditioned upon the presentation of credentials showing the bearer's identity and that he is an employee or agent of EPA authorized to work on the Response Action. The NGB Project Manager or designee will provide briefing information, coordinate access and escort to restricted or controlled-access areas, arrange for base passes, ensure the requests for security clearance are promptly processed and coordinate any other access requests which arise. All access shall be obtained in a manner minimizing interference with military operations at the Site. NGB shall use best efforts to ensure that conformance with the requirements of this paragraph do not delay access.

- 9.2 NGB shall not require an escort to any area of the site unless it is a restricted or controlled-access area. Upon request of EPA, the NGB shall promptly provide a written list of current restricted or controlled-access areas. Nothing in this Agreement shall preclude the NGB Project Manager or his delegate from accompanying EPA employees, or its agents, whenever they are present on MMR.
- 9.3 The access by EPA, granted in Subsection 9.1 of this Section, shall be subject to those regulations necessary to protect national security, the health and safety of individuals on MMR or mission essential activities. Such regulations shall not be applied so as to unreasonably hinder EPA from carrying out its responsibilities and authority pursuant to this Agreement. In the event that access requested by EPA is denied by the NGB, the NGB shall provide an explanation within 48 hours of the reason of the denial, including reference to the applicable regulations, and, upon request, a copy of such regulations. The NGB shall expeditiously make alternative arrangements for accommodating the requested access. The Parties agree that this Agreement is subject to CERCLA section 120(j), 42 U.S.C. 9620(j), regarding the issuance of Site Specific Presidential Orders as may be necessary to protect national security.
- 9.4 If EPA requests access in order to observe a sampling event or other Work being conducted pursuant to this Agreement, and access is denied or limited, the NGB agrees to reschedule or postpone such sampling if the EPA so requests, until such mutually agreeable time when the requested access is allowed. The NGB shall not restrict the access rights of the EPA to any greater extent than the NGB restricts the access rights of its contractors performing Work pursuant to this Agreement.
- 9.5 To the extent that access is required to areas controlled by persons or entitles other than the NGB including other branches of DOD, the NGB shall make best efforts to obtain

access from the controlling Parties within thirty (30) calendar days after identification of the need for such access. "Best efforts" for the purposes of this Paragraph shall include, but not be limited to, identifying and locating the controlling parties, consistent with the funding provisions of this Agreement in Section XXV, arranging for the payment of money to obtain access agreements from the controlling party, exercising its authority under Section 104(e) of CERCLA 42 U.S.C. § 9604 (e), and seeking judicial assistance.

9.6 In the event that Site access is not obtained within the thirty (30) day time period set forth above, within fifteen (15) days after the expiration of the thirty (30) day period the NGB shall notify the EPA regarding the lack of the necessary access agreements and describe the efforts to obtain such access agreements. EPA may thereafter, consistent with their authority, assist the NGB in obtaining access. The NGB shall reimburse the EPA for all costs incurred by it in obtaining access, including, but not limited to costs incurred in acquiring all proper interests necessary for performance of Work or Additional Work. The NGB shall submit to EPA appropriate modifications to any Response Action affected by an inability to obtain proper access.

9.7 With respect to property referred to in Paragraph 9.5, upon which monitoring wells, pumping wells, or treatment facilities are to be located, or other Response Actions are to be taken pursuant to this Agreement, any access obtained shall provide (i) that no conveyance of title, easement, or other interest in the property shall be consummated without provisions for the continued operation of such wells, treatment facilities, or other Response Actions on the property, (ii) that the owners or lessees of any such property shall notify the NGB and EPA by certified mail, at least sixty (60) days prior to any conveyance of an interest in the property, of the property owner's or lessee's intent to convey and of the provisions made for the continued operation of the monitoring wells, treatment facilities, or other response actions pursuant to this Agreement; (iii) EPA shall have identical access as NGB.

9.8 The NGB shall take appropriate actions to ensure that all activities and Response or Remedial Actions to be undertaken pursuant to this Agreement will not be impeded or impaired by any transaction involving an interest or right in real property relating to MMR, including any fixtures located thereon owned by the United States. Such steps shall include but not be limited to providing the following in any deed, lease or other instrument evidencing such transaction:

(i) notification of the existence of this Agreement;

- (ii) that the Parties shall have the rights of access to and over such property which are set forth in Section 9.1 above;
- (iii) provisions for compliance with applicable health and safety plans, and for the operation of any Response or Remedial Actions on such property (including, but not limited to, monitoring wells, pumping wells and treatment facilities);
- (iv) that no subsequent transaction relating to such property shall be made without provisions in the documents evidencing such transaction for such rights of access, for compliance with applicable health and safety plans, and for the operation of any Response or Remedial Actions on such property (including, but not limited to, monitoring wells, pumping wells and treatment facilities); and,
- (v) that those involved in subsequent transactions relating to such property shall provide copies of the instrument evidencing such transaction to each of the Parties by certified mail within fourteen (14) days after the effective date of such transaction.

The NGB or USCG shall provide to EPA a copy of the generic form of any deed, lease or other instrument that it will use in any transaction involving an interest or right in real property relating to MMR at least thirty (30) days prior to the first use of such generic deed, lease or other instrument. In addition, in cases where the NGB or USCG is a party to such transaction, it shall provide to EPA copies of the executed deed, lease or other instrument evidencing such transaction within fourteen (14) days after the effective date of such transaction. Such generic form and such executed deed, lease, or other instrument shall include provisions which meet the requirements of Section 9.8 (i) through (v) above.

In the event of a dispute as to whether the provisions included in such generic form of deed, lease or other instrument meet the requirements of this Section 9.8, prior to the effective date of the first transaction relating to such generic form, the dispute may be referred directly to the SEC for dispute resolution pursuant to Section XIII of this Agreement. If dispute resolution is invoked in connection with such generic form of deed, lease or other instrument, the NGB or USCG will not execute the transaction instrument to which such generic form of deed, lease or other instrument relates until the completion of the dispute resolution process.

Any rights of access granted or other obligations imposed pursuant to this Paragraph shall expire with the termination of this Agreement pursuant to Section XXIV hereof.

- 9.9 A Party with access to the Site under this Section shall comply with all applicable health and safety plans.

X. DATA AND DOCUMENT AVAILABILITY

- 10.1 Each party shall make all sampling results, test results or other data generated through the implementation of this Agreement available to the other Party. If data validation is not completed within sixty (60) days after the last sample of a discrete sampling event is taken in the field, the EPA may request from the NGB and the NGB shall request from the appropriate source within 5 days of the EPA request, unvalidated data or results and the NGB shall forward such data or results to EPA within ten (10) working days after receipt by the NGB Project Manager. The NGB shall in accordance with Paragraph 6.5 use its Best Efforts including, but not limited to, whatever contract or legal rights it may have, to obtain raw and analyzed data from its contractors when such data is requested by the EPA pursuant to this Paragraph.
- 10.2 At the request of EPA the NGB shall allow, to the extent practicable, split or duplicate samples to be taken by EPA, or their authorized representatives, of any samples collected by the NGB pursuant to the implementation of this Agreement. Both Parties shall notify the other Party not less than twenty (20) days in advance of any scheduled sampled collection activity, unless otherwise agreed upon by the Parties.
- 10.3 If preliminary analysis indicates a threat or potential threat to the public health, welfare or the environment both Project Managers shall be immediately notified.

XI. PERMITS

- 11.1 The NGB shall be responsible for obtaining all Federal, Commonwealth and local permits which are necessary for the performance of Work under this Agreement and the Comprehensive Plan. Where the permitting authority is the EPA, permits will be issued as expeditiously as is practicable.
- 11.2 The Parties recognize that pursuant to CERCLA § 121(e)(1), 42 U.S.C. § 9621(e)(1), and the NCP, portions of the Remedial Actions called for by this Agreement and conducted

entirely on the Site are exempt from the procedural requirement to obtain Federal, State, or local permits. All activities must, however, comply with all Federal and State standards, requirements, criteria or limitations which would have been included in any such permit as required by CERCLA § 121 and as described in the Comprehensive Plan.

XII. REMOVAL AND EMERGENCY ACTIONS

12.1 Discovery and Notification

If either Party discovers or becomes aware of an emergency or other situation that may present a threat 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 the other Party and provide written notice within forty-eight (48) hours of discovery of such emergency. If the emergency arises from activities conducted pursuant to this Agreement, the NGB shall then take immediate action to notify the appropriate federal, Commonwealth and local agencies and all affected members of the public. The NGB shall provide such notice to the EPA and the public in accordance with SARA Section 211(a)(1)(B), 10 U.S.C. §2705(a). The NGB shall give the EPA adequate opportunity for timely review and comment after the NGB makes any proposal to carry out such Response Action and before the NGB initiates any such Response Action. This opportunity for review and comment shall not apply if the action is in the nature of an emergency removal taken because of a threat to human health, welfare or the environment and it is the determination of the NGB that consultation would be impractical. However the NGB shall notify the EPA in writing within forty-eight (48) hours of taking any such emergency Removal Action.

12.2 Work Stoppage

In the event a Party determines that activities conducted pursuant to this Agreement will cause or otherwise be threatened by a situation described in Paragraph 12.1, 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 Region I Hazardous Waste Management Division Director for a Work Stoppage determination in accordance with Paragraph 13.9.

12.3 Removal Actions

(a) The provisions of this Section shall apply to all

Removal Actions as defined in CERCLA § 101(23), 42 U.S.C. § 9601(23), including all modifications to, or extensions of, any ongoing Removal Actions, and all new Removal Actions proposed or commenced following the Effective Date of this Agreement;

- (b) Any Removal Actions conducted at the Site shall be conducted in a manner consistent with this Agreement, CERCLA, the NCP, and Executive Order 12580;
- (c) If the EPA determines that there may be a threat to the public health, welfare or the environment because of an actual or threatened release of a Hazardous Substance, the EPA may request the NGB perform a Removal Site Evaluation as required by §300.405(f)(1) and §300.410 of the NCP. This evaluation shall investigate the source and nature of the release, the magnitude of the threat, and shall include an evaluation of factors necessary to make a determination of whether a Removal is necessary;
- (d) If the NGB makes a determination based on the Removal Site Evaluation that there is a threat, the NGB shall take any appropriate Removal Action to abate, prevent, minimize, stabilize, mitigate, or eliminate the release or the threat of release. Factors to be considered in determining whether a Removal Action is necessary include, but are not limited to:
 - (i) actual or potential exposure to nearby human populations, drinking water supplies, or sensitive ecosystems;
 - (ii) high levels of Hazardous Substances, pollutants or contaminants in soils largely at or near the surface, that may migrate; and
 - (iii) weather conditions that may cause Hazardous Substances, pollutants or contaminants to migrate or be released;
- (e) If the NGB determines that a Removal Action is appropriate, such Removal Action shall begin as soon as is practicable. Whenever a planning period of at least six months exists before on-Site activities must be initiated, an Engineering Evaluation/Cost Analysis (EE/CA) shall be conducted. The EE/CA is an analysis of Removal alternatives for a Site. In addition, if sampling is to be performed, sampling and analysis plans shall be prepared and submitted to EPA for review and comment;
- (f) If the NGB and EPA Project Managers determine that the Removal Action will not fully address the threat posed

to public health, welfare or the environment such threat may require Remedial Action, the NGB shall ensure an orderly transition from Removal to Remedial Response activities;

- (g) In the event a Removal Action of explosives, munitions, or ordnance is required to protect public health, welfare or the environment, it shall be performed by the NGB as an emergency Removal Action. Any Removal Action of explosives, munitions, or ordnance shall be performed in accordance with applicable regulations, directives and guidance of the Departments of Defense and Transportation or their component agencies;
- (h) In the event that NGB fails to take a Removal Action necessary to protect public health, welfare, or the environment, the EPA may request that the NGB take such Removal Actions;
- (i) Nothing in this Agreement waives whatever right EPA has under CERCLA to conduct Removal Actions at the Site, or under any other law to otherwise act to protect public health, welfare and the environment.

12.4 Notice and Opportunity to Comment

- (a) In the case of all Removal Actions, the Party conducting the Removal Action shall designate a spokesperson, who shall inform the community of actions taken, respond to inquiries, and provide information concerning the release. The spokesperson shall notify, at a minimum, immediately affected citizens, and State and local officials;
- (b) For actions where a Party determines that a Removal is appropriate and less than six (6) months exist before on-Site Removal will commence, the Party shall:
 - (i) Publish a notice of availability of the Administrative Record file in a major local newspaper within sixty (60) days of initiation of an on-Site Removal;
 - (ii) Provide a public comment period of not less than thirty (30) days from the time the Administrative Record is made available; and
 - (iii) Prepare a written response to significant comments;
- (c) If a Removal Action will extend beyond one hundred and twenty (120) days from the initiation of on-Site Removal activities, the NGB shall by the end of the one

hundred and twenty (120) day period:

- (i) Conduct interviews with local officials, community residents, and other interested or affected parties to solicit their concerns;
 - (ii) Prepare a formal Community Relations Plan (CRP) which specifies the activities the NGB expects to undertake during the Removal activity; and
 - (iii) Establish at least one local information repository at or near the location of the Response Action, which should contain items made available for public information as well as the administrative record;
- (d) If a planning period of at least six (6) months exists prior to initiation of on-Site Removal activities, the NGB shall at a minimum:
- (i) Comply with the requirements of Paragraph 12.4(c)(i), (ii), and (iii) prior to the completion of an EE/CA. In addition, the information repository and Administrative Record file shall be established no later than when the EE/CA approval memorandum is signed;
 - (ii) Publish a notice of availability and brief description of the EE/CA in two (2) major local newspapers;
 - (iii) Provide a reasonable opportunity, not less than thirty (30) calendar days, for submission of written and oral comments; and
 - (iv) Prepare a written response to significant comments;
- (e) All activities related to ongoing Removal Actions shall be reported by the NGB in the progress reports as described in Section VIII, (Project Managers).

12.5 Any dispute among the Parties as to whether a non-emergency Response Action proposed under Section XII, (Removal and Emergency Actions), is properly considered a Removal Action, as defined by 42 U.S.C. § 9601(23), or as to the consistency of such a Removal Action with the final Remedial Action, shall be resolved pursuant to Section XIII, (Dispute Resolution). Such dispute may be brought directly to the Dispute Resolution Committee (DRC) or the Senior Executive Committee (SEC) at either Party's request.

XIII. DISPUTE RESOLUTION

- 13.1 Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. All Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Section shall be implemented to resolve a dispute.
- 13.2 Within thirty (30) days after: (1) the issuance of a draft final Primary document pursuant to Section VII, (Consultation with EPA), or (2) any action which generates a dispute, the disputing Party shall submit to the other Party 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.
- 13.3 Prior to any Party's utilization of the Dispute Resolution mechanism described herein, the disputing Party shall engage the other Party in informal Dispute Resolution through the Project Managers and/or their immediate supervisors. During this informal Dispute Resolution period, the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute. Any Party may invoke the dispute resolution provisions of this Agreement at any time pursuant to paragraph 13.1 and 13.2 above.
- 13.4 The Dispute Resolution Committee (DRC) is hereby established for the purpose of resolving disputes arising under this Agreement. The 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 Waste Management Division Director of EPA's Region I (EPA Division Director). The NGB's designated member is Chief of the Environmental Division of the NGB/DEV Ronald Watson. Written notice of any delegation of authority from the Party's designated representative on the DRC shall be provided to all other Parties pursuant to the procedures of Section VII, (Project Managers).
- 13.5 Following the submittal of a dispute to the DRC, the DRC shall have twenty-one (21) days to unanimously resolve the dispute and issue a written decision signed by all Parties.

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 fourteen (14) days after the twenty-one (21) day resolution period.

- 13.6 An SEC is hereby established for the purpose of resolving disputes for which agreement has not been reached by the DRC. The EPA representative on the SEC is the Regional Administrator of EPA's Region I and the NGB representative on the SEC is the deputy Assistant Secretary for the Air Force for Environmental Safety and Occupational Health or his designated representative. The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a unanimous written decision signed by all Parties. EPA's Regional Administrator shall issue a written position within twenty-one (21) days if unanimous resolution of the dispute is not reached. The NGB may, within twenty-one (21) days of the Regional Administrator's issuance of EPA's position, issue a written notice elevating the dispute to the Administrator of U.S. EPA for resolution in accordance with all applicable laws and procedures. In the event that a Party elects not to elevate the dispute to the Administrator within the designated twenty-one (21) day period, the Party shall be deemed to have agreed with the Regional Administrator's written position with respect to the dispute.
- 13.7 Upon submittal of a dispute for resolution to the Administrator of EPA pursuant to Paragraph 13.6 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 NGB Secretariat Representative to discuss the issue(s) under dispute. Upon resolution, the Administrator shall provide the NGB with a written final decision setting forth the resolution of the dispute and a statement of the information upon which the decision is based. The duties of the Administrator set forth in this Section shall not be delegated.
- 13.8 The pendency of any dispute under this Section shall not affect the NGB 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 to be completed in accordance with the applicable Schedule.
- 13.9 When Dispute Resolution is in progress, Work affected by the

dispute will immediately be discontinued if the EPA Region I Waste Management Division Director 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 public health, welfare or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process. To the extent possible, the Party seeking a Work stoppage shall consult with the other Party prior to initiating a Work stoppage request. After stoppage of Work, if a Party believes the Work stoppage is inappropriate or may have potential significant adverse impacts, the Party may meet with the other Party to discuss the Work stoppage. Following this meeting, and further consideration of the issues, the EPA Division Director will issue, in writing, a final decision with respect to the Work stoppage. The final written decision of the EPA Division Director may immediately be subjected to formal Dispute Resolution. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of the Party requesting Dispute Resolution.

- 13.10 Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in Section XIII, the NGB shall incorporate the resolution and final determination into the appropriate plan, Timetable or procedures and proceed to implement this Agreement according to the amended plan, Timetable or procedures.
- 13.11 A resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution to any dispute arising under this Agreement. The parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of this Agreement.

XIV. DEADLINES AND SCHEDULES

- 14.1 The Parties agree to Timetable 1 set forth in Appendix III, (Deadlines and Schedules) for submittal of Proposed Plans that address the Areas of Contamination identified as of the signing of this Agreement.
- 14.2 The Parties agree to annually negotiate Timetable 2 in Appendix III for those Primary and Secondary Documents due during each succeeding two years. The year to be used for the purposes of this negotiation will be the fiscal year used by the United States government that commences on October 1 and ends September 30th of the following calendar year.

No later than January 10, 1992 and of each year thereafter,

the NGB shall propose a Timetable for the completion of each draft Primary and Secondary Document for the succeeding two years. No later than February 10, 1992 and each year thereafter, the EPA will provide the NGB with its comments on the proposed Timetable 2. EPA and NGB shall meet or confer as necessary to resolve outstanding disputes concerning the proposed Timetable 2 until March 10, 1992 and each year thereafter. If agreement on the proposed Timetable has not been reached by April 10, 1992 and each year thereafter, then by April 31, 1992 and each year thereafter, all outstanding disputes on the proposed Timetable shall be submitted to the Dispute Resolution Committee established by Paragraphs 13.4 above, for resolution as set forth in Section XIII, (Dispute Resolution). The Timetables for Timetable 2 negotiated under this Paragraph shall establish enforceable Timetables for the first year of the two year cycle. The Timetables established for the second year shall be used for planning purposes only and shall not be enforceable under this Agreement. The first such Timetable required by this Agreement is included in Appendix III. Documents to be listed in Timetable 2 shall include at a minimum:

- (i) Decision Documents
- (ii) RI/FS Work Plans (including QAPP, Health and Safety Plan, and any supplemental Scope of Work)
- (iii) Remedial Investigations (including Risk Assessment)
- (iv) Feasibility Studies
- (v) Proposed Plans
- (vi) Draft Final Record of Decision(s) (ROD)

14.3 Upon issuance of each ROD, the NGB shall prepare a Schedule that conforms to the requirements of CERCLA §120 (e)(2) and the NCP for the completion of the following Primary and Secondary Documents:

- (i) Remedial Design Scope of Work (Secondary)
- (ii) 60% Design Presentation (Secondary)
- (iii) Final Design (including Remedial Action Work Plan, Construction Quality Assurance Project Plan and Construction Quality Control Plan) (Primary)
- (iv) Project Closeout Report (Primary)

- 14.4 The NGB shall submit the draft RI/FS Report for each AOC or OU within six hundred and sixty (660) days after the final RI/FS Work Plan for such AOC or OU becomes effective.
- 14.5 For any additional Study Area, AOC or OU identified after the Effective Date of this Agreement, the NGB shall propose Timetables for all documents listed in Paragraphs 14.2 and 14.3, which conform to the requirements of CERCLA § 120, within twenty-one (21) days after the receipt of approval of any SI report which identifies an AOC or OU not found in Paragraph 5.24 of this Agreement. Within fifteen (15) days of receipt, EPA shall review and provide comments to the NGB regarding such proposed Timetables. Within fifteen (15) days following receipt of comments, the NGB shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed Timetables. If the Parties agree on proposed Timetables, the finalized Timetables shall be incorporated into the Work Plans listed in Paragraph 14.2 above. If the Parties fail to agree within thirty (30) days on the proposed Timetables, the matter shall immediately be submitted for Dispute Resolution pursuant to Section XIII, (Dispute Resolution), of this Agreement. The final Timetables established pursuant to this Paragraph shall be published by EPA and shall become an Appendix to this Agreement enforceable hereunder. The proposed Timetables shall be consistent with the Timetables set forth in CERCLA § 120, Paragraph 14.4 above and Timetables established pursuant to Paragraph 14.2 above.
- 14.6 The Timetables set forth in this Section, or to be established as set forth in this Section after the Effective Date of this Agreement, may be extended pursuant to Section XV, (Extensions), of this Agreement.

XV. EXTENSIONS

- 15.1 A Timetable, Deadline or Schedule may be extended by EPA upon receipt of a timely request for Extension of a Timetable, Deadline or Schedule and when good cause for the requested Extension exists. A request for Extension by the NGB shall be submitted to the EPA in writing and shall specify:
- (a) The Timetables, Deadlines or Schedules that are sought to be extended;
 - (b) The length of the Extension sought;

- (c) The good cause(s) for which the Extension is sought; and
- (d) The extent to which any related Timetables, Deadlines or Schedules would be affected if the Extension were granted.

15.2 Good cause exists for an Extension when sought in regard to:

- (a) An event of Force Majeure, (Section XVI);
- (b) A delay caused by another Party's failure to meet any requirement of this Agreement;
- (c) A delay caused by the good faith invocation of Dispute Resolution or the initiation of judicial action;
- (d) A delay caused, or which is likely to be caused, by the grant of an Extension in regard to other Timetables, Deadlines or Schedules pursuant to this Agreement;
- (e) A delay caused by the delay of a sampling event in accordance with Paragraph 9.4;
- (f) Any other event or series of events mutually agreed to by the Parties as constituting good cause; and
- (f) Any Work stoppage within the scope of Section XIII, Removals and Emergency Actions.

15.3 Denial of a request for Extension is subject to the Dispute Resolution procedures of Section XIII hereof.

15.4 Within fifteen (15) days of receipt of a request for an Extension of Timetables, Deadlines or Schedules, EPA shall advise the NGB in writing of their respective positions on the request. Any failure by EPA to respond within the fifteen (15) day period shall be deemed to constitute concurrence in the request for Extension.

15.5 If there is agreement between the Parties that the requested Extension is warranted, the NGB shall extend the affected Timetables, Deadlines or Schedules accordingly or to a mutually agreed upon alternative. If there is no consensus between the Parties as to whether all or part of the requested Extension is warranted, the Timetables, Deadlines or Schedules shall not be extended except in accordance with the determination resulting from the Dispute Resolution

process.

- 15.6 The requesting party must invoke Dispute Resolution within fourteen (14) days of receipt of a statement of nonconcurrence with the requested Extension or the right to invoke Dispute Resolution is waived.
- 15.7 A timely and good faith request by the NGB for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected Timetable, Deadline or Schedule until a decision is reached on whether the requested extension is denied. If the 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, Deadline or Schedule as most recently extended.

XVI. FORCE MAJEURE

- 16.1 A Force Majeure shall mean any event arising from causes beyond the control of the Party that causes a delay in or prevents the performance of any obligation under this Agreement, including but not limited to, acts of God; fire; war; unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance; insurrection; civil disturbance; explosion; adverse weather conditions that could not be reasonably anticipated; after exercise of all best efforts, any necessary authorizations, approvals, permits or licenses due to action or inaction of any non-DOD governmental agency or authority other than the NGB; delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; insufficient availability of appropriated funds which have been diligently sought and for which a timely request has been made as part of the budgetary process as set forth in Section XXVI (Funding); and restraint by court order or order of a public authority. A Force Majeure shall also include any strike or other labor dispute, whether or not within the control of the Parties affected thereby. Force Majeure shall not include increased costs or expenses of Response Actions, whether or not anticipated at the time such Response Actions were initiated; or non-attainment of the Cleanup or Performance Standards set forth pursuant to Section VI, (Work To Be Performed), or the Comprehensive Plan, of this Agreement.
- 16.2 When circumstances occur which may delay or prevent the

completion of any obligation of the Agreement, whether or not caused by a Force Majeure event, NGB shall notify the EPA Project Manager orally of the circumstances within forty-eight (48) hours after the NGB becomes aware of such circumstances.

If the EPA Project Manager is unavailable, the NGB shall notify the Director of the Waste Management Division, EPA Region I. Within fifteen (15) working days after the NGB first becomes aware of such circumstances, NGB shall supply to EPA in writing an explanation of the cause(s) of any actual or expected delay, the anticipated duration of any delay, the measures taken and to be taken by the NGB to prevent or minimize the delay, and the Timetable for implementation of such measures. The NGB shall exercise best efforts to avoid or minimize any delay and any effects of a delay. Failure to give timely oral and written notice to the EPA in accordance with this Section shall not constitute a waiver of any claim of Force Majeure with respect to the circumstances in question.

XVII. RECORDS OF DECISION AND PLANS FOR REMEDIAL ACTION

17.1 This Section shall apply to selection of Remedial Actions and any disputes relating thereto.

17.2 As appropriate, for each AOC or OU the NGB shall submit the final draft RI/FS and Proposed Plan to EPA for review within the Timetables detailed in Section XIV, (Deadlines and Schedules) or Appendix III of this Agreement. These documents shall contain a statement of the preferred Remedial alternative(s). EPA's comments shall be addressed by the NGB when preparing the final RI/FS report and drafting the Proposed Plan. The RI/FS shall be made available to the public and the Proposed Plan shall be distributed to the public. The NGB will hold a public information meeting to discuss the preferred alternative for each AOC or OU. A public comment period will be announced, and a public hearing will be held by the NGB to receive comments on the RI/FS and Proposed Plan for each AOC or OU. Copies of all written and oral public comments received shall be provided to the Parties. Following public comment the NGB, in consultation with EPA if appropriate, will modify the FS or Proposed Plan based on the comments received. Subject to Section VII (Consultation with EPA), modifications will be made by the NGB and the modified documents will be reviewed by EPA. Either of the Parties may require additional public comments be solicited if modifications to the Proposed Plan substantially change the proposed remedy.

17.3 Based on the RI/FS, Proposed Plan and comments received from EPA and the public, the NGB shall draft and submit to EPA a

draft ROD for each AOC or OU in accordance with the Timetable established pursuant to Section XIV, (Deadlines and Schedules) and Appendix III of this Agreement. The draft ROD will include a Responsiveness Summary, in accordance with applicable EPA guidance. The Parties shall have thirty (30) days to attempt to jointly select a remedy following the NGB submission of a draft final ROD. If the Parties are unable to reach agreement on the draft final ROD, selection of a Remedial Action shall not be subject to Dispute Resolution. The selection of a Remedial Action shall be made by the EPA Administrator and EPA shall then prepare a final ROD.

- 17.4 Upon issuance of a ROD for the selected Remedial Action(s) the RI/FS will be deemed completed.
- 17.5 The selection of Remedial Action(s) by the EPA Administrator shall be final and not subject to dispute by the NGB or the USCG.
- 17.6 Upon issuance of each ROD the NGB shall submit all Work Plans, other plans or documents described in the Agreement and Comprehensive Plan, and perform all Remedial Design/Remedial Action (RD/RA) Requirements in conformance with the Schedules and Timetables established under this Agreement.
- 17.7 Once the ROD is approved by EPA, the NGB shall implement the Remedial Action(s) in accordance with the requirements of the Schedules established by this Agreement.
- 17.8 The Final Design is a Primary document subject to the review and comment process in Section VII, (Consultation With EPA). The Final Design shall at a minimum contain: (a) a project Schedule for construction and implementation of the Remedial Action, (b) an Operation and Maintenance plan which shall cover both implementation and long-term maintenance of the Remedial Action, (c) a construction quality assurance plan which shall ensure that a completed Remedial Action meets or exceeds all design criteria, plans and specifications, (d) a sampling and analysis plan, (e) a waste management plan, and (f) a contingency plan for a response to systems malfunctions. The NGB shall implement the Final Design upon approval by EPA in accordance with the requirements and Schedules set forth in CERCLA, CERCLA guidance and policy, and the Timetables and Schedules set forth in Section XIV, (Deadlines and Schedules), and Appendix III of this Agreement.
- 17.9 Upon approval by EPA all terms, conditions, Timetables, Deadlines, Schedules, proposed Work, and ROD relating to any AOC's (or group of AOC's, if applicable) or OU required by this Section shall be incorporated into this Agreement and

become an enforceable part hereof.

XVIII. EXEMPTIONS

- 18.1 The obligation of the NGB to comply with the provisions of this Agreement may be relieved by a Presidential order or exemption issued pursuant to the provisions of CERCLA § 120(j)(1), 42 U.S.C. § 9620(j)(1), or RCRA Section § 6001, 42 U.S.C. § 6961, or the order of an appropriate court.

XIX. EPA CERTIFICATION

- 19.1 When the NGB determines that all Remedial Actions at the Site have been completed in accordance with the requirements of this Agreement, it shall so advise EPA in writing, and shall request from EPA certification that the Remedial Actions have been completed in accordance with the requirements of this Agreement. The NGB shall schedule and conduct a pre-certification inspection to be attended by the NGB and EPA. Such inspection shall be followed within thirty (30) days by a written report signed by the NGB's signatory authority or his designee and by a registered professional engineer certifying that all Remedial Actions have been completed in full satisfaction of the pertinent requirements of this Agreement. Within ninety (90) days of the receipt of the Closeout Report, EPA shall advise in writing that:

(a) EPA shall certify that all Remedial Actions have been completed in accordance with this Agreement based on conditions known at the time of certification and limited by Section XXIII (Other Claims); or

(b) EPA denies the NGB request for certification, stating in full the basis of the denial.

- 19.2 If EPA denies the NGB request for certification that all Remedial Actions have been completed in accordance with this Agreement, the NGB may invoke Dispute Resolution to review EPA's determination. If EPA's denial of certification is upheld in Dispute Resolution, EPA shall describe the Additional Work needed to bring the Remedial Action into compliance with the requirements of this Agreement. After performing such Additional Work, the NGB shall resubmit a request for certification to EPA.

- 19.3 In the event that EPA determines that Additional Work, including Additional Work identified in Paragraph 19.2 and during the CERCLA § 121(c) review process, is necessary to meet the Performance and Cleanup Standards described in any ROD, or is necessary to protect public health, welfare or the environment, the NGB shall complete such Work in

accordance with the standards, specifications, and Schedules approved or established by EPA. Unless otherwise stated by EPA, within one hundred eighty (180) days of EPA's receipt of notice that Additional Work is necessary, or otherwise agreed to by the Parties, the NGB shall submit for EPA's approval a Work Plan for the Additional Work. The one hundred eighty (180) day deadline shall be counted as one hundred twenty (120) days for the contracting of Additional Work and Sixty days (60) for work and submittal of the Work Plan. If such contracting time is reduced, the NGB agrees to adjust the 120 day contracting timeframe accordingly. The plan shall conform to the requirements of this Agreement, the National Contingency Plan, Superfund Remedial Design and Remedial Action Guidance and any additional guidance documents provided by EPA. Upon approval pursuant to the procedures set forth in Section VII, the NGB shall implement the plan for Additional Work in accordance with the Schedule contained therein.

XX. ENFORCEABILITY

- 20.1 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 CERCLA § 310, and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under CERCLA §§ 310(c) and 109. Upon its Effective Date this Agreement is enforceable by any person pursuant to CERCLA § 310; 42 U.S.C. 9631.
- 20.2 All Timetables, Deadlines, terms and conditions associated with any SI, Study Area or RI/FS shall be enforceable by any person pursuant to CERCLA § 310, and any violation of such Timetable and Deadlines will be subject to civil penalties under CERCLA §§ 310(c) and 109.
- 20.3 All terms, conditions, and Schedules of this Agreement which relate to Study Areas, Areas of Contamination, Operable Units or final Remedial Actions, including corresponding Timetables, Deadlines or Schedules, and all Work associated with the Areas of Contamination, Operable Units or final Remedial Actions, shall be enforceable by any person pursuant to CERCLA § 310(c), and any violation of such terms or conditions will be subject to civil penalties under CERCLA §§ 310(c) and 109.
- 20.4 Any final resolution of a dispute pursuant to Section XIII, (Dispute Resolution), of this Agreement which establishes a term, condition, requirement, order, Timetable, Deadline or Schedule shall be enforceable by any person pursuant to CERCLA § 310(c), and any violation of such term, condition,

Timetable, Deadline or Schedule will be subject to civil penalties under CERCLA §§ 310(c) and 109.

- 20.5 Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any Remedial Action or Work where review is barred by any provision of CERCLA, including CERCLA §113(h).
- 20.6 Nothing in this Agreement shall be construed as a restriction or waiver of any rights EPA may have under CERCLA, including but not limited to any rights under CERCLA §§ 113 and 310, 42 U.S.C. §§ 9613 and 9659. The NGB does not waive any rights it may have under CERCLA § 120, SARA § 211 and Executive Order 12580.
- 20.7 The Parties agree to exhaust their rights under Section XIII, (Dispute Resolution), prior to exercising any rights to judicial review that they may have. The dispute resolution process shall be deemed exhausted at the end of the time period permitted for completion of dispute resolution in Section XIII, (Dispute Resolution).
- 20.8 The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.

XXI. STIPULATED PENALTIES

- 21.1 In the event that the NGB fails to submit a Primary document set forth in this Agreement to EPA pursuant to the appropriate Schedules, Timetable or Deadlines in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement, which relates to an AOC, Operable Unit, or final Remedial Action, EPA may assess a stipulated penalty against the NGB. The NGB agrees that to the extent funds are appropriated for such penalties it shall pay all assessed stipulated penalties not rescinded through Dispute Resolution. A stipulated penalty may be assessed for violations which are described in this Paragraph. Penalties shall be in an amount not to exceed \$5,000 for the first week (days 1 through 7) (or part thereof), and \$10,000 for each additional week (or part thereof).
- 21.2 Upon determining that the NGB has violated the Agreement as described in Paragraph 21.1, EPA shall so notify the NGB in writing. If the violation in question is not already subject to Dispute Resolution at the time such notice is received, the NGB shall have fifteen (15) days after receipt of the notice to invoke Dispute Resolution on the question of whether the violation did in fact occur. The NGB shall not be liable for the stipulated penalty assessed by the EPA if the violation is determined, through the Dispute

Resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of Dispute Resolution procedures related to the assessment of the stipulated penalty.

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

- (a) The facility responsible for the failure;
- (b) A statement of the facts and circumstances giving rise to the failure;
- (c) A statement of any administrative or other corrective action taken at the Facility, or a statement of why such measures were determined to be inappropriate;
- (d) A statement of any additional action taken by or taken at the facility to prevent recurrence of the same type of failure; and
- (e) The total dollar amount of the stipulated penalty assessed for the particular failure.

21.4 Stipulated penalties assessed pursuant to this Section shall be payable to the Hazardous Substances Response Trust Fund only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to the DOD.

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

21.6 This Section shall not affect the NGB ability to obtain an Extension of a Timetable, Deadline or Schedule pursuant to Section XV, (Extensions), of this Agreement.

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

21.8 Nothing in this agreement shall preclude the allocation of the cost of penalties, including stipulated penalties, between the NGB and the USCG.

XXII. OTHER CLAIMS

- 22.1 Nothing in this Agreement shall constitute or be construed as a release or discharge from any claim, cause of action or demand in law or equity against any person, firm, partnership, agent or corporation for any liability it may have arising out of or relating to the generation, storage, treatment, handling, transportation, release, or disposal of any Hazardous Substances, hazardous wastes, pollutants or contaminants found at, taken to, taken from, or emanating from the Site, or based upon ownership or operation of the Site. EPA shall not be held as a party to any contract entered into by the NGB to implement the requirements of this Agreement.
- 22.2 This Agreement does not constitute any decision or pre-authorization by EPA of funds under CERCLA § 111(a)(2), 42 U.S.C. § 9611(a) for any person, agent, contractor or consultant acting for the NGB.
- 22.3 This Agreement does not affect any claim for:
- (a) natural resources damage assessments, or for damage to natural resources;
 - (b) claims based on a failure or refusal by the NGB or USCG to meet a requirement of the Agreement;
 - (c) liability for the disposal of any Hazardous Substances or waste material taken from the Site.

XXIII. PRESERVATION OF RECORDS

- 23.1 Despite any document retention policy to the contrary, the Parties shall preserve, during the pendency of this Agreement and for a minimum of ten (10) years after its termination, all records and documents contained in the Administrative Record and any additional records and documents retained in the ordinary course of business which relate to the actions carried out pursuant to this Agreement. After this ten (10) year period, each Party shall notify the other Parties at least forty-five (45) 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 the Freedom of Information Act 5 U.S.C. 552 and the Privacy Act 5 U.S.C. 552.

XXIV. TERMINATION AND SATISFACTION

- 24.1 Following EPA certification of the Remedial Actions at the Site pursuant to Paragraphs 19.1 and 19.2 of Section XIX, (EPA Certification), the NGB may propose in writing the termination of this Agreement upon showing that the objectives of this Agreement have been satisfied. The obligations of this Agreement shall be deemed satisfied and terminated upon receipt by the NGB of written notice from EPA that the NGB has demonstrated that all the terms of this Agreement have been completed. If EPA denies or otherwise fails to grant a termination notice within 90 days of receiving a written NGB request for such notice, EPA shall provide a written statement of the basis for its denial and a description of the Work required by the NGB to obtain a letter of termination and satisfaction. A denial under this section may be subject to Dispute Resolution.
- 24.2 Upon termination of this Agreement the party which proposed termination shall place a public notice announcing termination in two (2) major local newspapers of general circulation and in the Federal Register.
- 24.3 This provision shall not affect NGB obligations pursuant to Section XXXII (Five Year Review) under this Agreement including Dispute Resolution, nor shall it affect NGB obligations to complete Work under this Agreement pursuant to Section VI, Work to be Performed, or the Comprehensive Plan.

XXV. FUNDING

- 25.1 The Parties to this Agreement expect that all obligations of the NGB and the USCG arising under this Agreement will be fully funded. The NGB and the USCG agree to seek sufficient funding through the Department of the Air Force, Department of the Army, Department of Defense (DOD) and Department of Transportation budgetary process, to fulfill their obligations under this Agreement.
- 25.2 In accordance with CERCLA § 120(e)(5)(B), 42 U.S.C. § 9620(e)(5)(B), the Air Force and the Army shall include in their annual submission to DOD, and the USCG in its annual report to Congress, the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.
- 25.3 Any requirement for the payment or obligation of funds, including stipulated penalties, by the NGB or the USCG 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.

- 25.4 If appropriated funds are not available to fulfill the NGB or USCG 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.
- 25.5 For the NGB, funds authorized and appropriated annually by Congress under the appropriation in the "Environmental Restoration, Defense" appropriation in the Department of Defense Appropriation Act and allocated by the Deputy Assistant Secretaries of the Air Force and Army (Environment) will be the source of funds for activities required by this Agreement for the NGB consistent with SARA § 211, 10 U.S.C. § 2701 et seq. In the event that the "Environmental Restoration, Defense" appropriation is not available in any year for a Remedial Response at the Site the NGB, in coordination with the Departments of the Air Force and the Army, shall follow the standardized DOD-EPA developed prioritization process to allocate that year's appropriations in a manner which maximizes the protection of public health, welfare or the environment.
- 25.6 For the USCG, funds authorized and appropriated annually by Congress to the United States Coast Guard "Environmental Compliance and Restoration Account" (ECRA) will be the source of funds for activities required by this Agreement. In the event that the ECRA appropriation is not available in any year for a Remedial Response at the Site the United States Coast Guard shall follow a standardized prioritization process, to be developed, that will allocate that year's appropriations in a manner which maximizes the protection of public health, welfare and the environment.

XXVI. COMMUNITY RELATIONS

- 26.1 The Community Relations Plan (CRP) developed by the EPA, NGB and the Commonwealth of Massachusetts and attached as Appendix IV of this Agreement shall be incorporated as part of this Agreement and be enforceable hereunder. The CRP shall control all community relations activities at the Site.

XXVII. PUBLIC COMMENT ON THIS AGREEMENT

- 27.1 Within 15 days after the date upon which the last Party executes this Agreement, the NGB shall announce the

availability of this Agreement to the public for a thirty (30) day period for review and comment, including publication in at least two (2) major local newspapers of general circulation. The procedures of 40 C.F.R. Part 124.10(c) and Part 124.10(d) shall apply. Comments received shall be transmitted within fourteen days (14) of the close of the comment period to the other Party after the end of the comment period. The Parties shall review such comments and shall determine within thirty (30) days of receipt whether or not modifications to the Agreement should be made.

27.2 If the Parties agree that based on public comment modifications to the Agreement are needed, they shall make such modifications by mutual consent within thirty (30) days after the expiration of the public comment period. EPA, in consultation with the NGB, shall determine whether the modifications to the Agreement require additional public notice and comment pursuant to any provision of CERCLA. If EPA determines that no additional notice and comment are required, EPA shall transmit a copy of the modified sections of the Agreement to the NGB and shall notify the NGB in writing that such modifications are effective as of the date of the notification. If the Parties amend the Agreement within the thirty (30) day period and if EPA concludes that such modifications require that the public receive additional opportunity for notice and comment, such additional notice and comment shall be provided consistent with the provisions stated in Paragraph 27.1 above. If the Parties agree, after such additional notice and comment has been provided, that the Agreement does not require any further modification, EPA shall send a copy of the Agreement, as modified, to the NGB and shall notify the NGB that the modifications to the Agreement are effective as of the date of the notification.

27.3 If, thirty (30) days after the expiration of the thirty (30) day comment period, the Parties have not reached an agreement on:

- (a) whether modifications to the Agreement are needed;
- (b) what modifications to the Agreement are required;
- (c) any language, provisions, Timetables, Work to be performed or context of the Agreement or any attachments to the Agreement; or
- (d) whether additional public notice and comments are required;

then the matters which are in dispute shall be resolved by the Dispute Resolution procedures of Section XIII, (Dispute

Resolution). For the purpose of this Section, only the specific Paragraph(s) of the Agreement in dispute shall not be in effect while the Dispute Resolution proceedings are underway.

XXVIII. AMENDMENT OR MODIFICATION OF AGREEMENT

- 28.1 Except as provided in Section VIII, (Project Managers), Paragraph 8.4 (regarding minor field modifications) this Agreement can be amended or modified solely upon written consent of the Parties. Such amendments or modifications shall become effective on the third business day following the date on which the last Party to sign the amendments or modifications sends its notification of signing to the other Parties. Notice under this Section shall be provided pursuant to Section VII, (Consultation with the EPA). The Parties may agree to a different Effective Date.
- 28.2 The Party initiating the amendment of this Agreement shall propose in writing the amendment for distribution and signature of the other Party.
- 28.3 A notice of all amendments or modifications to this Agreement relating to a Remedial Action which the parties mutually agree will not significantly effect authority or obligations established under this Agreement shall be published in two (2) major local newspapers of general circulation. Any amendments or modifications to this Agreement which the parties mutually agree will significantly effect authority or obligations established under this agreement, shall be published in two (2) major local newspapers of general circulation and the public shall be given an opportunity to comment in a manner consistent with Section XXVII, (Public Comment on this Agreement), of this Agreement. In the event the parties cannot mutually agree, the amendments or modifications shall be published in two (2) major local newspapers of general circulation and the public shall be given an opportunity to comment in a manner consistent with Section XXVII of this Agreement.

XXIX. EFFECTIVE DATE

- 29.1 This Agreement shall become effective upon execution by all Parties and in accordance with Section XXVII, (Public Comment On this Agreement).
- 29.2 Any Response Action in progress on the Site on the Effective Date of this Agreement shall be subject to the obligations and procedures of this Agreement.

XXX. NOTICES AND SUBMISSIONS

30.1 Whenever, under the terms of this Agreement, written notice is required to be given or a report or other document is required to be sent by one party to another, it shall be directed to the Parties' Project Managers at the addresses specified below, unless those individuals or their successors give written notice of a change to the other Parties. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Agreement with respect to the EPA and the NGB.

For the EPA:

Paul Marchessault
Environmental Protection Agency
Region I
JFK Federal Building (HAN-CAN 1)
Boston, Massachusetts 02203-2211

For the NGB:

Henry Lowman
National Guard Bureau
Building 3500
Andrews AFB, 22003

30.2 Notice to the NGB shall be deemed notice to the United States Coast Guard under this Agreement.

XXXI. QUARTERLY PROGRESS REPORTS

31.1 The NGB shall provide quarterly written progress reports to EPA unless otherwise agreed to by the Parties. At a minimum these progress reports shall:

- (a) Include all results of sampling (including screening data when requested by EPA as described in Section X of this Agreement) tests, and all other data (or summary thereof) received or generated and verified by the NGB during the reporting period;
- (b) Include all activities completed pursuant to this Agreement during the past quarter as well as such actions and plans which are scheduled for the next quarter; and
- (c) Describe any delays, the reasons for such delays, anticipated delays, concerns over possible Schedule implementation or problems that arise in

the execution of the Work Plan during the quarter and any steps that were taken to alleviate the delays or problems.

- 31.2 Each previous quarter's report shall be submitted to EPA by the 20th day of each month following the last day of each quarter (i.e, January 20, April 20, July 20, October 20, etc.).

XXXII. FIVE YEAR REVIEW

- 32.1 Consistent with 42 U.S.C. § 9621(c) and in accordance with this Agreement, if a selected Remedial Action results in any Hazardous Substance, pollutants or contaminants remaining at an AOC, the Parties shall review each such Remedial Action at least every five (5) years after the initiation of the selected final Remedial Action at each AOC or OU to assure that public health, welfare or the environment are being protected by the Remedial Action to be implemented.
- 32.2 If, upon such review, it is the conclusion of the Parties that Additional Work for any Remedial Action is appropriate at an AOC in accordance with 42 U.S.C. §§ 9604 or 9606, the NGB shall submit a schedule to EPA for the implementation of such Additional Work pursuant to Paragraph 19.3 herein.
- 32.3 Any dispute by the Parties regarding the need for or the scope of Additional Work to a Remedial Action shall be resolved under Section XIII, (Dispute Resolution), of this Agreement and enforceable hereunder.
- 32.4 Any Additional Work agreed upon pursuant to this Section shall be made a part of this Agreement.
- 32.5 The EPA reserves the right to exercise any available authority to seek the performance of Additional Work pursuant to any applicable state or Federal law.

XXXIII. RESERVATION OF RIGHTS FOR RECOVERY OF EXPENSES

- 33.1 The Parties agree to amend this Agreement at a later date in accordance with any subsequent national resolution of the issue of EPA cost reimbursement. Pending such resolution, EPA reserves any rights it may have with respect to cost reimbursement.

XXXIV. QUALITY ASSURANCE

- 34.1 In order to provide Quality Assurance and maintain Quality Control regarding all field Work and sample collection

performed pursuant to this Agreement, the NGB agrees to follow all EPA rules, regulations, guidance and criteria in regards to Quality Assurance and Quality Control (QA/QC) and to designate a Quality Assurance Officer (QAO) who will ensure that all Work is performed in accordance with EPA approved Work Plans, sampling plans and QAPPs. The QAO may either be an employee of the NGB or employed by a contractor of the NGB, at the NGB's discretion. The QAO shall maintain for inspection a log of Quality Assurance field activities and provide a copy to the Parties upon request.

- 34.2 To ensure compliance with the QAPP, the NGB, upon request by EPA, shall arrange for access to all laboratories performing analysis on behalf of the NGB pursuant to this Agreement.

XXXV. RELEASE OF RECORDS

- 35.1 The Parties may request of one another access to or a copy of any record or document relating to this Agreement. If the Party that is the subject of the request (the originating Party) has the record or document, that Party shall provide access to or a copy of the record or document, provided, however, that no access to or copies of records or documents need be provided if the record or document is subject to claims of attorney-client privilege, attorney work product, deliberative process, enforcement confidentiality, or properly classified for national security under law or executive order.
- 35.2 Records or documents identified by the originating Party as confidential pursuant to other non-disclosure provisions of the Freedom of Information Act, 5 U.S.C. § 552 or pursuant to CERCLA § 104 (e)(7), U.S.C. § 9604 (e)(7), shall be released to the requesting Party, provided the requesting Party states in writing that the document is necessary to carry out a function relating to this Agreement and that a requesting party will not release the record or document to the public without prior approval of the originating Party. Records or documents which are provided to the requesting Party and which are not identified as confidential may be made available to the public without further notice to the originating Party.
- 35.3 The Parties will not assert one of the exceptions in paragraph 35.2 above, including any available under the Freedom of Information Act even if applicable, in the absence of any governmental interests which would be jeopardized by access or release as determined solely by that Party.
- 35.4 Subject to CERCLA § 120 (j)(2), 42 U.S.C. § 9620 (j)(2), any documents required to be provided by Section VII,

(Consultation with EPA), and analytical data showing test results will always be releasable in final draft form and no exemption shall be asserted by any party.

- 35.5 A determination to withhold a document for one of the reasons specified above shall not be subject to Section XIII (Dispute Resolution). Any Party objecting to another Party's determination may pursue the objection through the determining Party's appeal procedures and judicial review if applicable.
- 35.6 This Section does not affect any requirement pertaining to press releases contained in Section XXVI, (Community Relations) of this Agreement.

XXXVI. TRANSFER OF REAL PROPERTY

- 36.1 The NGB or USCG shall not enter into any contract for the sale or other transfer of real property owned by the United States at MMR unless:
- (i) such transaction is completed in accordance with the requirements of Section 120(h) of CERCLA, 42 U.S.C. 9620(h), and regulations thereunder, to the extent applicable, and
 - (ii) the NGB or USCG complies with the requirements of Section 9.8 in connection with such transaction.
- 36.2 In cases where the NGB or USCG enters into a contract for the sale of real property owned by the United States at MMR, the NGB and USCG recognize and acknowledge a continuing obligation under CERCLA and this Agreement to ensure that all Remedial Action necessary to protect human health and the environment due to past or future releases of Hazardous Substances, contaminants, or pollutants resulting from activities on MMR will be taken on such property at NGB and USCG expense. Such obligations exist where:
- (i) the transaction involves a sale of real property completed in accordance with CERCLA Section 120(h), 42 U.S.C. 9620(h), where such property includes all or a portion of an Area of Contamination; or,
 - (ii) the transaction involves a sale of real property which does not include an Area of Contamination at the time of the transaction, if such property or any portion of it later becomes an Area of Contamination under this Agreement.

36.3 The NGB and USCG recognize and acknowledge that where they have the obligation to take Remedial Action pursuant to their obligations under CERCLA and this Agreement, as provided in Paragraph 36.2, the party to whom the NGB or USCG transfers an interest, including successors in interest and lessees and sublessees, will not assume, as between the parties to such transfer, any liability or responsibility for Remedial Actions which are necessary nnnnnnndue to releases of Hazardous Substances, pollutants, or contaminants resulting from activities at MMR.

XXXVII. SEVERABILITY

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

XXXVIII. SIGNATURE PAGE

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

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY: Julie D. Belaga
Julie D. Belaga
Regional Administrator
Environmental Protection Agency
Region I

July 17 1991
DATE

UNITED STATES DEPARTMENT OF DEFENSE, NATIONAL GUARD BUREAU

BY: John B Conaway
John B Conaway
Lt. General, U.S. Air Force
Chief, National Guard Bureau

17 July 1991
DATE

UNITED STATES COAST GUARD

BY: Robert T. Nelson
Robert T. Nelson
Rear Admiral, U.S. Coast Guard
Chief of Staff, U.S. Coast Guard

17 July 1991
DATE

APPENDIX I

INSTALLATION RESTORATION PROGRAM (IRP) DOCUMENTS REVIEWED AND ADDITIONAL REQUIREMENTS

"Massachusetts Military Reservation, Site SD-5 Dry Well Focused Feasibility Study" dated September 1989 (accepted January 11, 1990).

"Final Report: Technical Report, Phase I of the MW-603 Groundwater Study" dated March 1990 (accepted August 15, 1990).

"Final Report: Technical Memorandum, Phase II Investigations of the MW-603 Groundwater Study" dated March 1990 (accepted August 15, 1990).

"Field Investigation-Summer/Fall 1986, Task 2-1, Base Landfill, Petrol Fuel Storage Area, and Fire Training Area, Volumes I and II" dated July 1988 (accepted September 6, 1990).

"Final Field Sampling and Analysis Plan, MW-1202 Groundwater Study" dated June 1990 (accepted September 18, 1990).

"Water Supply Study at Massachusetts Military Reservation, Cape Cod, Massachusetts, Final Report: Task 3-1" dated April 15, 1987 (accepted September 24, 1990).

"Phase II/IVA-Remedial Investigation/Feasibility Study Work Plan" dated June 1987 (accepted September 24, 1990).

"Hydrogeologic Summary, Task 1-8 Status" dated April 1989 (accepted September 24, 1990).

"Task 5-Mashpee Study, Monitoring Well Installation Work Plan" dated February 1987 (accepted September 26, 1990).

"Sewage Treatment Plant and Off-Reservation Groundwater Studies at Massachusetts Military Reservation, Massachusetts, Final Report: Task 1" dated April 15, 1987 (accepted September 26, 1990).

"Ashumet Pond Trophic State and Eutrophication Control Assessment, Task 1-4, Final Report" dated March 1988 (accepted September 26, 1990).

"Task 2-3, Site Assessment of Coal Yard 2 (CY-2)" dated August 1988 (accepted October 1, 1990).

"Final Site Inspection Report-Field Investigation Work Conducted

Fall, 1987-Installation Restoration Program, Task 2-3A, Volumes I and II" dated March 1989 (accepted October 1, 1990).

"Final Report-Work Plan for the Groundwater Plume in Ashumet Valley" dated March 1990 (accepted October 15, 1990).

"Final Remedial Investigation Field Sampling and Analysis Plan, Six Priority I Sites, Task 2-5" dated June 1990 (accepted October 15, 1990).

"Water Supply Study at Massachusetts Military Reservation, Massachusetts, Final Report: Task 3-3" dated August 1987 (accepted October 16, 1990).

"Final Report-Site Inspection Report, Field Investigation Work Conducted Spring-Summer 1988, Task 2-3B, Volumes I and II" dated February 1990 (accepted November 5, 1990).

"Final Remedial Investigation Field Sampling and Analysis Plan-Remaining Priority I Sites, Task 2-5B" dated March 1990 (accepted November 5, 1990).

"Decision Document Site FS-20, Current Product Tank No. 88" dated February 1990. (accepted May 28, 1991)

"Decision Document Site CS-10, Tank Wash Operable Unit" dated February 1990. (accepted May 28, 1991)

REPORTS WITH EPA COMMENTS

"Decision Document for 15 Sites" dated June 1989 (comment letter April 30, 1990).

"Phase I: Records Search-Air National Guard, Camp Edwards (ARNG), U.S. Air Force and Veteran's Administration Facilities at Massachusetts Military Reservation, Massachusetts, Final Report: Task 6" dated December 11, 1986 (comment letter August 16, 1990).

"Phase I: Records Search-U.S. Coast Guard Facilities at Massachusetts Military Reservation, Massachusetts, Final Report: Task 7" dated December 11, 1986 (comment letter August 16, 1990).

"Environmental Justification Report-Study Area LF-1; Northwest Operable Unit Cells" dated May 1990 (comment letter September 4, 1990).

"Comprehensive Plan for the Installation Restoration Program at Massachusetts Military Reservation" dated April 1987 (comment letter September 4, 1990).

"Final Report: Site Inspection Work Plan, Priority 2 and 3 Sites, Task 2-4" dated February 1990 (comment letter September 10,

1990).

"Remedial Technology Evaluation and Applicable or Relevant and Appropriate Requirements Handbook" dated August 1989 (comment letter September 24, 1990).

"Final Report, Task 5: Mashpee Groundwater Study" dated August 1990 (comment letter October 3, 1990).

"Quality Assurance Program Plan, Technical Support for Environmental Programs at Federal Installations, Volumes 1-4" dated October 1988, revised August 1989 (comment letter October 9, 1990).

"Draft Site Inspection Report Addendum- Results of Additional SI Sampling Conducted Summer of 1989- Installation Restoration Program, Task 2-3C" dated August 1990 (Comment letter dated February 11, 1991).

"Technical Memorandum, Johns Pond Groundwater Underflow Study Interim Report" dated January 1991 (comment letter dated March 18, 1991).

"Draft Technical Report, Study Area FS-25" dated January 1991 (comment letter dated March 18, 1991).

Draft Feasibility Study, Study Area FS-25, Source Control Operable Unit" dated January 1991 (Comment letter dated March 22, 1991).

"Decision Document for 11 Study Areas" dated August 1990. (Comment letter dated May 28, 1991)

"Draft Final Report- Briarwood Subdivision Groundwater Public Health Risk Assessment" dated February 1991. (Comment letter dated April 27, 1991)

"Draft Phase I of the Ashumet Valley Groundwater Study, Volumes I and II" dated March 1991. (Comment letter dated May 13, 1991)

APPENDIX II

**INSTALLATION RESTORATION PROGRAM (IRP) DOCUMENTS TO BE REVIEWED
WITHIN 120 DAYS OF EFFECTIVE DATE OF THIS AGREEMENT**

"Installation Restoration Program-Decision Document-Site Coal Yard-2" dated October 1988.

"Decision Memo for CY-4, LF-4, CS-13, and CS-18" dated August 15, 1989.

"Decision Document- Study Area SD-1, Runway/Aircraft Maintenance Storm Drainage Ditch" dated February 1991.

"Decision Document- Study Area CS-8/FS-21 Operation Motor Pool, OMS-22/ Current Product Tank No. 90" dated February 1991.

"Draft Remedial Investigation Report- AVGAS Fuel Valve Test Dump Site, FS-1 Study Area" dated March 1991.

APPENDIX III

DEADLINES AND SCHEDULES

- A. In accordance with the Deadlines found in Timetable 1, the NGB shall address, in Proposed Plans submitted to EPA, the number of Areas of Contamination identified in Timetable 1 for each fiscal year.
- B. The NGB and EPA agree to incorporate as many AOCs into each ROD as is practicable and still remain in compliance with CERCLA, The NCP and the Agreement.
- C. The NGB shall submit Documents to EPA in accordance with Timetable 2 below and Paragraph 7.2 of the Agreement.

TIMETABLE 1

SUBMITTAL OF PROPOSED PLANS TO EPA

FISCAL YEAR ²	NUMBER OF AREAS OF CONTAMINATION ¹
1992	9
1993	0
1994	9
1995	14
TOTAL	32

NOTES:

- 1. Includes ten Priority 2 and 3 study areas which are anticipated to become AOC's.

2. Fiscal year ends on September 30.

APPENDIX III
TIMETABLE 2
SCHEDULE OF IAG DRAFT PRIMARY DOCUMENTS TO EPA¹

AOC	DD	RI/FS WORK PLAN	RI	FS	PP	ROD ²
FS-1 ³	-	-	-	8/91	1/92	9/92
FS-2 ³	-	-	8/91	12/91	5/92	1/93
CS-1 (USCG) ³	-	-	10/91	2/92	7/92	3/93
FTA-2/LF-2 (SOURCE)	-	4/92	6/93	-	-	-
SD-3/FTA-3 (SOURCE)	-	-	9/91	1/92	6/92	2/93
SD-5/FS-5 (SOURCE)	-	4/92	6/93	-	-	-
LF-1 (SOURCE)	-	-	-	-	-	-
LF-1 (GW)	-	4/92	6/93	-	-	-
FTA-1 (SOURCE) ⁴	-	-	12/91	-	-	-
CS-10/FS-24 (SOURCE)	-	4/92	6/93	-	-	-
CS-10/FS-24 (GW)	-	4/92	6/93	-	-	-
CS-4 (SOURCE) ⁴	-	-	-	-	-	-
CS-4 (GW)	-	-	-	10/91	3/92	11/92
FS-25 (SOURCE) ⁴	-	-	-	-	-	-
SD-2/FS-6/FS-8 (SOURCE)	-	-	12/91	4/92	9/92	5/93
CS-3/FS-23	6/93	-	-	-	-	-
CY-1/CY-3/CY-4	3/92	-	-	-	-	-
SERGOU ⁵	-	4/92	6/93	-	-	-
PRI II & III (10 STUDY AREAS) ⁶	-	9/92	-	-	-	-
PRI II & III (5 STUDY AREAS)	9/92	-	-	-	-	-
PRI II & III (6 STUDY AREAS)	12/92	-	-	-	-	-

SEE NOTES ON NEXT PAGE.

NOTES FOR TIMETABLE 2:

1. The timetables established by this schedule are enforceable for FY 1992 and for planning purposes only in FY 1993.
2. Where practicable, AOCs will be combined into a single ROD.
3. Source and groundwater operable units.
4. The source operable unit for this AOC is being addressed as a non-time critical removal action.
5. Southeast regional groundwater operable unit (SERGOU). This AOC includes the groundwater operable units of the following AOCs: SD-2/FS-6/FS-8, PFSA/FS-10/FS-11, SD-3/FTA-3, SD-5/FS-5, LF-2/FTA-2, Eastern Briarwood.
6. As of June 25, 1991, ten Priority 2 and 3 Study Areas are anticipated to become AOCs.

APPENDIX IV
COMMUNITY RELATIONS PLAN

FINAL

JOINT PUBLIC INVOLVEMENT / COMMUNITY RELATIONS PLAN

**MASSACHUSETTS MILITARY RESERVATION
FEDERAL SUPERFUND SITE
BARNSTABLE COUNTY (CAPE COD) MASSACHUSETTS**

****MAY 1991****

DEVELOPED BY

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN CONSULTATION WITH:

THE ENVIRONMENTAL PROTECTION AGENCY

AND

THE NATIONAL GUARD BUREAU

A. INTRODUCTION

This document is the Joint Public Involvement/Community Relations Plan (PI/CRP) for the Massachusetts Military Reservation (MMR) Federal Superfund site in Barnstable County (Cape Cod) Massachusetts. The purpose of developing the plan is to provide the public opportunities to participate in the decision-making process at the site and to learn about the site. This Plan identifies current issues of community concern and proposes site-specific activities to address these concerns. These activities will be conducted by the National Guard Bureau (NGB), the U.S. Environmental Protection Agency (EPA), and the Massachusetts Department of Environmental Protection (DEP), during future remedial activities at the MMR Superfund site. Due to the use of numerous acronyms throughout this plan please refer to Appendix 3, located in the back, for a definition of frequently used terms.

NGB, under the Department of Defense's Installation Restoration Program (IRP), and EPA and DEP, under their Superfund programs, each conduct public involvement activities intended to inform and involve the public in remediating hazardous waste sites. For each site, NGB and EPA develop a Community Relations Plan which identifies these activities. DEP, upon receipt of a petition from the public, designates a site as a Public Involvement Plan (PIP) site and develops a similar plan. In April, 1989, DEP received such a petition sponsored by Upper Cape Concerned Citizens and signed by 15 residents. DEP consequently designated MMR a PIP site on May 17, 1989.

The activities proposed are designed to inform interested citizens and local officials about the progress of remedial activities and to provide opportunities for the public to be involved in planning remedial actions at the MMR site. This Plan meets the regulatory requirements of NGB, EPA, and DEP and has been designed to eliminate redundancy in implementing public involvement activities.

The NGB, EPA, and DEP will cooperatively implement the activities in this Plan. The NGB is the lead agency responsible for the cleanup at MMR and will implement public involvement activities in consultation with the EPA (the federal regulatory agency) and the DEP (the state regulatory agency).

The draft version of this Plan was presented to the public for review at a meeting held on June 12, 1990, at the Falmouth High School Auditorium at 7 p.m. This meeting also provided an update on the status of planning for remedial response actions at MMR. Anyone who wished to comment on the draft Plan was encouraged to do so. A public comment period was held from June 12, 1990 until

July 11, 1990. DEP distributed the comments to each agency as appropriate and coordinated the responses to comments submitted.

The draft Plan was revised, where appropriate, based on comments received pursuant to the release of the draft plan in June 1990. Copies of the final Plan are placed in the five information repositories that have been established on the Upper Cape, and a notice of its availability will be sent to the site mailing list. Comments regarding the plan may be submitted by telephoning or writing to Ellie Grillo, DEP Southeast Regional Office, Bureau of Waste Site Cleanup, Lakeville Hospital, Main St., Lakeville, MA 02347. Telephone 508/946-2866.

This Plan is based on: interviews conducted with residents and officials of the Towns of Bourne, Falmouth, Mashpee, Sandwich, and Barnstable in September 1989, review of previous community relations plans prepared by NGB (Phase A - April 1986, Phase B - September 1988), review of MMR site files and technical planning documents, and discussions between NGB, EPA, and DEP. It is organized as follows:

- A. Introduction
- B. Background
 - 1. Site Description
 - 2. Environmental Assessment History
 - 3. 10 Areas of Contamination
 - 4. History of Community Involvement
- C. Community Concerns About the MMR Site
- D. Addressing Public Concerns
- E. Proposed Public Involvement/Community Relations Activities
- F. Revision of the Plan
- G. Appendices
 - 1. Community Contacts
 - 2. TEAC Members
 - 3. Commonly Used Acronyms
- H. Figure 1 - 10 Disposal Areas Located At MMR

B. BACKGROUND

1. Site Description

The Massachusetts Military Reservation (MMR) is located on the upper, western portion of Cape Cod immediately southeast of the Cape Cod Canal. It lies between State Route 28 on the west and U.S. Highway 6 on the north. The MMR includes parts of the Towns of Bourne, Falmouth, Sandwich, and Mashpee and covers approximately 20,000 acres or 30 square miles. Portions of the area now known as the MMR have been used for military purposes since 1911. Since 1935, the MMR has been used for army training and maneuvers, military aircraft operations, maintenance and support. Four military units currently operate at the MMR: the Massachusetts Army National Guard (Camp Edwards), the Massachusetts Air National Guard (Otis ANGB), the U.S. Air Force, and the 1st Battalion, 25th Regiment, U.S. Marine Corps (Camp Edwards). The U.S. Coast Guard and the Veterans Administration also operate units at MMR.

The MMR is composed of three areas: 1) the 5,000-acre cantonment located in the southern portion of the reservation where Coast Guard, Army and Air National Guard facilities include aircraft runways and access roads, aircraft and vehicle maintenance, housing, and support facilities; 2) the 14,000-acre range which is used for training and maneuvers; and 3) the 750-acre Veterans Administration cemetery, located on the western edge of the reservation.

The cantonment has been the most actively used area of the MMR. During World War II, U.S. Army operations in the cantonment included servicing large motor pools, some with as many as 400 vehicles. Between 1955 and 1972, when U.S. Air Force operations were at a peak, the MMR experienced its highest levels of activity in the cantonment. The use of petroleum and hazardous materials was at a height during this period, as was the generation of wastes.

The MMR is located on the recharge area of the sole source aquifer supplying drinking water for people on the Upper Cape. In general soils in the vicinity of MMR are permeable and permit rapid groundwater flow. The Towns of Bourne, Falmouth, Mashpee, and Sandwich, and wells located on MMR have drinking water wells within 3 miles of hazardous waste sites at the MMR. There are three freshwater ponds used for recreational activities located directly south of the cantonment: Ashumet Pond, Coonamessett Pond, and John's Pond.

2. Environmental Assessment History

In 1978, the Town of Falmouth detected contaminants in a drinking water well located approximately 7,500 feet south of the MMR sewage treatment plant. Further groundwater investigations conducted by the U.S. Geological Survey (USGS) revealed a plume of groundwater contamination from the MMR sewage treatment plant extending into the Ashumet Valley area of Falmouth. In 1979, DEP ordered use of the Falmouth well discontinued. Falmouth Town Officials and residents demanded that the military investigate sewage treatment plant effluent and identify potential sources of groundwater contamination. After public notification in August 1985 by the Town of Falmouth to residents of Ashumet Valley and Hayway Road regarding the possible unpotability of private wells in the area of the plume, testing for VOC's (volatile organic compounds) began in September 1985, resulting in VOC's being found. In the agreement of September 6, 1986, with the Town of Falmouth, the NGB paid \$1.4 million (\$1,396,000 exactly) to provide municipal water to Ashumet Valley Residents. In another agreement with the Town of Falmouth the NGB paid \$.9 million for the relocation of a new municipal water well.

In 1982, the Air National Guard initiated the "Installation Restoration Program" (IRP) at the Otis Air National Guard portion, (formerly the Otis Air Force Base), of the MMR to identify and evaluate potential areas of contamination at Air National Guard facilities. Phase I of the IRP included a records search and review of past disposal activities on the Otis portion of the base, and identified 6 possible areas of contamination. In 1983 and 1984, the Air National Guard initiated Phase II IRP site investigation activities, which included groundwater and soil testing, at the 6 areas of contamination. Groundwater analyses revealed volatile organic compounds (VOCs) in monitoring wells near two of the six identified areas of contamination: the Base Landfill and the Fire Training Area (closed since 1985). Volatile organic compounds are derived from solvents and fuels. In November 1985, the Air National Guard (ANG) closed one of two on-site wells serving the majority of MMR residents when base sampling detected elevated levels of VOCs in the MMR water supply.

In 1986, the National Guard Bureau (NGB) expanded the IRP program to include investigations of potential areas of contamination on other portions of the Massachusetts Military Reservation (Camp Edwards Army National Guard Training Site, U.S. Coast Guard Air Station Cape Cod, Cape Cod Air Force Station (PAVE PAWS), and the Veterans Cemetery). The National Guard Bureau established a Technical Environmental Affairs Committee (TEAC) comprised of representatives from the National Guard Bureau, from each of the four towns surrounding the base (Mashpee, Sandwich, Bourne, and Falmouth), from the Barnstable County Health and Environmental Department, the Massachusetts Department of Environmental Protection (DEP) (formerly called the Department of

Environmental Quality Engineering), and the United States Environmental Protection Agency (EPA). In 1986 DEP began to actively review and oversee the expanded IRP program and started to meet with the NGB on a regular basis to evaluate site investigation reports. Phase I of the reservation-wide IRP included a records search; an evaluation of past records searches and sampling and analysis results; interviews with past and present reservation personnel; and the development of a schedule to confirm preliminary site contamination findings. Record Search activities resulted in the identification of 73 locations where contamination was suspected to exist. NGB designated 21 of these locations as priority 1 areas of contamination using criteria which included the proximity of locations to sensitive receptors such as water supplies.

In 1987, the NGB began Site Investigations of the 21 priority 1 areas of contamination. These investigations involved installing groundwater monitoring wells and collecting and analyzing soil, groundwater, surface water, and sediment samples. Contaminants detected during Site Investigations of MMR sites include: Volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs) and other semi-volatile organic compounds, waste oils, and metals.

DEP issued a Notice of Responsibility (NOR) to the NGB in March 1987, notifying the military of its responsibility to conduct hazardous waste site assessment activities and remedial actions at MMR in accordance with M.G.L. C. 21E. As a result, military officials continued further IRP investigations with DEP oversight.

In 1986 and 1987, at the request of the Town of Mashpee and residents from the Briarwood section of Mashpee, the Barnstable County Health and Environmental Department sampled private wells in the Briarwood section of Mashpee. Analyses indicated varying concentrations of VOCs in private water supplies.

In 1988, DEP requested that the MMR collect and analyze additional samples from residential wells in the Briarwood section of Mashpee. These additional tests revealed VOC levels exceeding established drinking water standards in a number of wells; therefore DEP issued a letter requesting the military to provide bottled water to all Briarwood residents and to make arrangements to develop a permanent drinking water supply. The National Guard Bureau informed DEP that it was the Department of Defense's policy to provide bottled water only to those homes whose test results already reflected levels of contamination above established drinking water standards. The DEP considered this inadequate and in the Summer of 1988 began providing bottled water to all Briarwood residents, including homes where the wells were not contaminated but were possibly threatened with contamination. The Town of Mashpee has initiated and completed installation of water

lines for a public water supply with assistance from the Town of Falmouth. Following completion of the municipal water system in July 1990 the DEP discontinued providing bottled water.

In October 1988, the Massachusetts Contingency Plan (MCP) took effect and the level of DEP oversight of remedial response actions at the MMR was increased due to more requirements and activities described in the new MCP regulations. In July 1989, EPA proposed the MMR for inclusion on the Federal Superfund National Priorities List. EPA formally added the MMR site to the National Priorities List on November 15, 1989.

This Public Involvement Plan pertains to the entire MMR. Under EPA and DEP oversight, NGB is currently investigating these locations within the MMR to determine the nature, source, and extent of contamination. NGB is also preparing remedial action plans to address contamination at each of the confirmed disposal sites which include: fuel spills, chemical spills, fuel and solvent discharges into storm drain ditches, landfills, coal and ash storage yards, the MMR sewage treatment plant, and former fire response training areas.

Currently, NGB's activities are focused on:

- o hydrogeologic investigations combined with soil, sediment and groundwater sampling at sites to characterize contamination and determine the need for additional investigation and/or remediation; and
- o planning remedial response actions for areas where problems have been identified.

3. 10 AREAS OF CONTAMINATION CURRENTLY UNDER INVESTIGATION

When the MMR was listed on the National Priorities List in November 1989 EPA recognized forty-two study areas on the facility. The following section contains brief descriptions and remedial action status updates of 10 of the confirmed areas of contamination on MMR (see Figure 1) which are furthest along in investigations. Descriptions of the following ten areas of contamination are included because they are the furthest along in investigations. The NGB has conducted groundwater and soil testing at each of these areas and is preparing Remedial Investigation (RI) reports and Feasibility Study (FS) reports. A Remedial Investigation sets up a process to characterize environmental conditions and the extent of risks posed by hazardous waste sites. Feasibility Studies evaluate potential remedial alternatives to address contamination. Each of the areas of contamination listed below has been designated with an acronym and/or code number as noted in parentheses.

UTES/BOMARC (CS-10) - An unknown quantity of propellants and

petroleum products was used at this former BOMARC ground-to-air missile system maintenance area between 1962 and 1973; wastes were disposed of in unlined leaching pits and into the MMR sewer system. Since 1982, Unit Training and Equipment Support Facility (UTES) has been used for storing hazardous wastes including solvents, waste oil, and battery electrolyte. NGB is conducting additional groundwater sampling and contaminant source investigations in this area. NGB is currently conducting a Remedial Investigation and Feasibility Study (RI/FS) for this area of contamination.

Base Landfill (LF-1) - The MMR's main sanitary landfill covers 100 acres and has been used since 1944. The landfill has five cells containing waste products, fuel tank sludges, solvents, and oils. NGB is currently preparing a Remedial Investigation (RI) to characterize the nature and extent of soil and groundwater contamination. Remedial activities at the landfill include plans to close the landfill and to address contamination originating from specific landfill cell areas.

Petroleum Fuel Storage Area (PFSA-SD2) - This area is used to store aircraft fuel. Three above-ground fuel storage tanks (capacities ranging from 500,000 to 1.2 million gallons each), twelve underground tanks (capacities of 25,000 - 50,000 gallons each), and three pipelines to the aircraft runways are located in this area. NGB investigations have revealed soil and groundwater contamination originating from this study area. NGB is currently conducting three RI/FS programs to address: 1) drainage ditch contamination; 2) groundwater contamination; and 3) storage area soil contamination.

Fire Training Area (FTA-1) - Between 1958 and 1985, this area was used for fire response training sessions. The area contained an unlined impoundment for flammable liquids, and several underground storage tanks and drums which stored fuels and solvents. NGB estimates that 50,000 gallons of flammable material was spilled in this area. NGB is proposing a two-part cleanup program to separately address source and groundwater contamination.

AVGAS Fuel Test Dump Site (FS-1) - Between 1955 and 1969, 1 to 5 million gallons of aviation gasoline were reported to have been discharged in this aircraft fuel dump valve test area. NGB is conducting an RI to determine the extent of contamination and contaminant migration at this study area.

Rail Fuel Transfer Station (FS-2) - Between 1955 and 1965, this site was a transfer point for fuels brought to MMR by railcar. Two abandoned 10-inch diameter fuel lines extend from the rail transfer station to the fuel storage area. Large quantities of fuel were transferred and numerous small spills and several large volume accidental spills occurred

at this station. NGB is currently conducting an RI to determine the extent of contamination at the station and associated fuel lines.

West Truck Road Motor Pool (CS-4) - This area was used to clean, service and maintain as many as 400 motor vehicles per year between 1954 and 1973. Waste oils, solvents, and residues were reportedly dumped along the area's back fence. In addition, the site was previously used to store hazardous wastes generated at the base. NGB is currently conducting a Remedial Investigation and Feasibility Study to evaluate groundwater contamination, and investigate and remediate soil contamination in the source area (the Motor Pool). The groundwater contamination in this area is often referred to as the 603 plume because the contamination was first identified in monitoring well #603.

Storm Drain #5 and NDI Laboratory (SD-5) - Four storm drain discharge systems carry runoff from large portions of the runway, vehicle maintenance shop, and aviation areas into a swale behind the Non-Destructive Inspection (NDI) Laboratory. Two fuel storage facilities located in this area previously discharged waste fuels at this storm drain system. Wastes, including solvents and emulsifiers, were discharged into a dry well in this area. The DEP and the EPA are currently evaluating a proposed removal action developed by NGB to address dry well contamination. NGB is also developing separate FS reports to evaluate remedial alternatives to address groundwater, drainage ditch, and fuel storage area contamination.

Storm Drainage Ditch #3/Former Fire Training Area (SD-3/ FTA-3) - This site combines two adjacent disposal sites located near the southern boundary of the MMR. The storm drainage ditch, southeast of the MMR coal-fired steam plant, was used for the disposal of coal ash and soot, and carried runoff from fuel spills and an adjacent coal pile. Between 1956 and 1958, 12,000 gallons of fuel was burned in an unlined sand pit south of the storm drainage discharge during fire response training exercises. Coal ash continues to be stored in the fire response training area. NGB is currently sampling and analyzing ditch sediments, drainage effluent, and groundwater to determine if there is contamination and the nature and extent of site contamination.

Base Sewage Treatment Plant, Sludge Disposal Area and Ashumet Valley Plume (CS-16 and CS-17) - The Base Sewage Treatment Plant discharges treated wastewater from base facilities and housing to sand filter beds along the southern boundary of the reservation. The greatest volume of discharge occurred prior to 1970 when activities at the base at their peak. In the past oil and hazardous materials were disposed in the sanitary

sewer system and at the sludge disposal area resulting in soil and groundwater contamination. The NGB is currently conducting a Remedial Investigation focusing on groundwater contamination from the Sewage Treatment Plant in the Ashumet Valley area of Falmouth.

In addition the NGB is evaluating new waste water treatment and disposal options that will meet new and more stringent Massachusetts discharge limitations. A Draft Environmental Impact Statement, dated May 1989, which details proposed alternatives for treating MMR wastewater has been produced.

Investigations at numerous other areas of contamination are underway and planned for the MMR.

4. History of Community Involvement

Community concern about potential hazardous waste contamination at the MMR surfaced when contaminants were detected in the Town of Falmouth's drinking water supply well in 1978 and subsequent USGS investigations identified a plume of groundwater contamination south of the MMR sewage treatment plant. After the 1979 closure of the Town of Falmouth's well, residents relying on private wells located south of the MMR became concerned about the extent of groundwater contamination. Since the source of the contamination in the Ashumet Valley area was the base's wastewater treatment plant many residents and municipal officials requested an investigation of the reservation to identify and address other potential contamination sources.

The Ashumet Valley Homeowner's Association and Falmouth municipal officials asked that the military reimburse the Town of Falmouth for replacing the contaminated water supply and the NGB agreed to do so. Other local and regional organizations, including the Association for the Preservation of Cape Cod and the Cape Cod Planning and Development Commission, expressed concern about identifying potential threats to regional water resources and requested information about the types of hazardous materials used at MMR.

Many Cape residents were concerned and unsure about the extent of the 1982 IRP (Installation Restoration Program) conducted at Air National Guard facilities. To address this concern, in 1983, MMR officials began meeting informally with municipal officials from Upper Cape communities to provide information about site activities and water supply issues. The military also presented IRP status updates to the Otis Task Force, a regional group representing state, municipal, and citizen organizations that was established in 1973 by Governor Francis Sargent to oversee phase-down of the reservation.

Several homeowners' associations and citizen's groups in the Upper Cape area also began following MMR site activities due to their concerns about threats to drinking water and public health. These groups include: Ashumet Valley Property Owners Association, Ashumet-John's Pond Association, Mashpee-Briarwood Association, Johns Pond Association, Coonamessett Pond Association, and Upper Cape Concerned Citizens.

In 1984, the military proposed a "Master Plan" to upgrade Camp Edwards facilities. In response, citizens groups became increasingly vocal about environmental and health risks posed by MMR activities and questioned on-going waste management practices at MMR including landfill operations and the practice of burning fuels and waste oils during fire response training exercises. Many residents feared further hazardous waste contamination and requested that the military conduct an Environmental Impact Statement to evaluate the "Master Plan". In November, 1984, Governor Dukakis re-appointed the Otis Task Force to monitor and advise the Governor's Office regarding expanding MMR activities. The Task Force was one of several organizations which reviewed the "Master Plan" proposal and actively supported the recommendation to perform the Environmental Impact Statement.

In 1986, the NGB undertook several initiatives to address community concerns. The NGB organized the Technical Environmental Affairs Committee (TEAC) to provide a forum for public input on MMR remedial response activities. EPA, DEP and representatives from local, regional, and state groups including the Otis Task Force and several homeowners associations began attending regular TEAC meetings. The NGB has also developed a Community Relations Plan; designated a local MMR contact person to provide site information; distributed site-related reports to information repositories in the Bourne, Falmouth, Mashpee, and Sandwich public libraries; and set up a telephone line that people can call to obtain information about the IRP. The NGB has also held informational meetings and has begun to prepare and distribute a quarterly fact sheet on environmental issues at MMR. (The Focus fact sheet was first published in March 1989.)

In the Summer of 1988, DEP prepared and distributed a fact sheet on the MMR site and water contamination in the Briarwood section of Mashpee. In addition, DEP conducted a public meeting to discuss Briarwood drinking water test results. As previously noted on page 2, on April 11, 1989, DEP received a petition from the Upper Cape Concerned Citizens Group requesting that DEP prepare a plan for involving the public in decisions regarding cleanup actions at the MMR site. DEP designated the MMR as a "PIP" site on May 17, 1989.

In September 1989, DEP and EPA community relations coordinators met with the petitioners, local officials, and representatives from local citizen groups to identify public

concerns about cleanup at the MMR. These concerns form the basis of this joint Public Involvement/Community Relations Plan. Section C below summarizes the public concerns that were expressed in these meetings.

On June 12, 1990 a public meeting was held to present the draft Public Involvement Plan and a public comment period was held from June 12, 1990 through July 11, 1990. At the meeting the NGB provided a technical update, the EPA provided information on their Technical Assistance Grant Program (TAG), and the DEP presented the plan. Since then several environmental groups have shown interest in EPA's TAG program. EPA encouraged all interested groups to form a coalition and file a joint application. Some of the groups have formed a coalition and it is called ABC, the Alliance for Base Cleanup. Susan Nickerson, executive director of the Association for the Preservation of Cape Cod (APCC) has been designated as the coordinator for EPA's TAG process.

C. COMMUNITY CONCERNS ABOUT THE MMR SITE

This section summarizes the concerns expressed by residents, local officials, representatives from community groups throughout the Upper Cape Cod area and members of the business community. Although the number of interviews was not statistically representative of the community at large the comments noted below reflect the input received to date regarding concerns raised about MMR. These concerns were compiled by EPA and DEP during meetings and interviews conducted in September, 1989. NGB, with EPA and DEP oversight, will address these concerns throughout the cleanup process at the Massachusetts Military Reservation.

1.) Concerns About the Nature and Extent of Contamination:

A majority of those interviewed are concerned about the sewage treatment plant and "603" plumes coming from the base that are contaminating groundwater and affecting private wells. These interviewees expressed concern that stopping the spread and addressing the source of contamination should be a cleanup priority.

A majority of the interviewees are concerned about the threat of contamination posed to Ashumet, Coonamessett, and John's Ponds by the groundwater plumes coming from the base and by contaminated runoff (especially from the runway) which flows into these ponds from the base. Citizens believe these ponds already have some levels of contamination (fuels, degreasers, nitrogen and phosphorus) which may become worse.

Several interviewees are concerned about the extent of contamination originating from the base landfill, fire training area, or fuel dump area; Residents urged that these

areas be fully investigated.

Local officials and area residents expressed concern that base contamination may be affecting the fragile nature of Cape Cod's environment, particularly the Cape Cod Aquifer.

Representatives from a citizen group requested that air quality monitoring be conducted on and around the base, and analytical results be made available to the public.

A local official and county consultant expressed concern that studies on the extent of groundwater contamination in Falmouth and Mashpee are not thorough enough. They feel that water sampling locations are too spread out, leaving gaps of unsampled areas.

Two interviewees expressed concern that the Farm View subdivision, (CS-13), near the Sandwich gate, should be investigated to determine if contaminated soil from the base was previously dumped there.

Two residents believe that groundwater is not being tested for benzene and hydrocarbons.

One local official expressed concern about the adequacy of Sandwich's water supply. He noted that Mashpee may be interested in tapping into Sandwich's water supply in order to compensate for supplies lost to contamination.

2.) Concerns About Neighborhood Health Problems:

All of the people interviewed want potential health threats posed by contaminated groundwater to be clarified.

A majority of those interviewed are concerned about the high rate of cancer on the Cape. Some of these individuals believe the high cancer rate may be related to contamination on MMR. A few residents indicated that a more expeditious cleanup may lower cancer rates in the future.

Many of the people interviewed were interested in whether there may be any cancer causing or non-cancer causing health effects as a result of exposure to contaminants coming from the base.

People who were interviewed and who have received a new source of drinking water due to contamination detected in their private wells, are worried about the potential health effects that they may have been exposed to in the past by drinking contaminated water.

Most interviewees expressed a need for a base-wide risk

assessment.

Some residents and members of a local community group expressed concern that contamination in John's Pond may be causing ear infections in swimmers using the pond.

A few residents expressed concern regarding the impacts of stress and mental anguish people are experiencing as a result of base contamination and the potential risk to public health.

A few residents expressed concern that the base's economic benefits to the surrounding towns may overshadow the possibilities of potential health hazards posed by contamination on the base.

A few interviewees noted their concern that the exhaust from jets at MMR may be causing harm to nearby residents.

3.) Concerns About the Site Remediation Process:

All of the people interviewed expressed some concern about the pace of cleanup of hazardous waste at MMR. These interviewees stated that many studies have been done and cleanup should be well underway by now. Some of these interviewees expressed frustration that the cleanup process is too slow.

Many Mashpee residents and some Falmouth residents asked why town water has not been extended to homes which are in close proximity to contaminated areas. Most of these interviewees would like to know why the military has not agreed to pay for additional linkages to these homes.

Many of the people interviewed are concerned that correcting one problem may lead to another, and noted that a comprehensive cleanup was important.

A few interviewees noted that aeration of contaminated soil is not an appropriate or acceptable response action because of the high incidence of lung cancer in the area.

Representatives from one community group are concerned that contamination may become airborne during waste removal actions.

4.) Concerns About the Availability of Information and Opportunities to be Involved in Planning for Cleanup:

All of the interviewees acknowledged that having a single contact person located on the base, whom area residents can

call to obtain information about the base contamination and cleanup would be helpful.

Many of the residents and local officials noted that a list of the specific documents available for review in the information repositories or at the local libraries should be sent out via the site mailing list.

A majority of the interviewees expressed concern that environmental problems at the base are not consistently covered by local media. All of these interviewees noted that other ways of obtaining information would be helpful.

Most of the people interviewed emphasized that large public meetings and forums, arranged in the past discouraged many citizens from participating and have not been productive. Many of these people believe that involvement through local community associations would be more productive.

Nearly all of the interviewees expressed concern that information put out by the base is too technical. Most of these interviewees feel clear, concise, understandable summaries of technical documents should be made available to the public.

A majority of the residents interviewed are uncertain of the function of the TEAC (Technical Environmental Affairs Committee) meetings. These interviewees feel separated from the flow of information and perceive the TEAC as secretive military meetings. Some citizens would like the TEAC meetings to be opened to the public.

Some of the interviewees feel that the public and the military are using different terms to describe certain areas and plumes of contamination. These interviewees felt it would be beneficial to use terminology that the public is familiar with and to address this problem through basic education about the site.

Some residents asked that progress reports and updated plans for site cleanup be made available to the public. Reports on the fire training areas, base landfills, and fuel spills are of special interest.

Some of the residents and community group representatives want more public meetings held, in which updates can be given and questions can be answered.

Some interviewees also suggest that an objective mediator should run public meetings in an effort to better inform and involve the public. These interviewees also suggest that the mediator's role should ensure that information be introduced

in non-technical terms, thus creating a productive forum for the exchange of information.

Some of the people interviewed expressed concern that the press cannot adequately report on technical information without sufficient advance notice of technical reports.

A few community groups indicated that a Technical Assistance Grant would be helpful to facilitate more involvement in planning the cleanup at MMR.

A few representatives of a community group feel affected citizens should be involved when there are negotiations between local officials and the base or regulatory agencies.

5.) Other Concerns About the Impacts of the Site on the Community:

Many interviewees wondered if improper hazardous waste disposal practices on the MMR are continuing. A few of these interviewees speculated that if they are, contamination will worsen with base expansion.

Some area residents want to know if the continued burning of fuel propellant bags is being addressed under the upcoming cleanup actions. These residents also said this practice should be stopped and are concerned that it may be contributing to contamination and posing a health hazard.

A few of the people interviewed expressed concern about noise from gunfire or aircraft on the base. One of these residents noted that reverberation from noise at the base is causing cracks in housing foundations.

Two interviewees noted that zoning around the base perimeter is not strict enough. They expressed concern that residential development on the edge of the base runway will inevitably lead to more complaints against the base.

Many area residents are concerned that real estate values in the area are down; some of these people attribute this to the contamination migrating from the base.

Some local officials and area residents are of the opinion that the potential threat of contamination to the aquifer could weaken the Cape's economy.

The majority of the people interviewed who perceived that their water is not safe to drink have expressed the concern that buying and maintaining bottled water and/or filters is a large expense for the average homeowner.

Representatives from one community group stated that any plans for base expansion should be stopped until the contamination is cleaned up.

6.) Requests for Information:

More than 90% of the interviewees are unclear on the status of investigations and cleanup of any of the sites on MMR. Almost all interviewees would like information on what is being done to cleanup the sites and how much progress has been made.

A majority of the interviewees expressed concern about the proximity of groundwater contamination to wells supplying town water.

Most of the people interviewed wondered if any health studies have been conducted, and if so, what are the results.

Many residents wondered if there will be more testing of private wells.

Some residents and representatives from community groups expressed interest in receiving information outlining the specific areas on the base and in the surrounding towns where contamination has been discovered.

Some residents are interested in obtaining the results of residential and monitoring well sampling taken since 1987. These residents want to know if these results are public information.

Representatives from one community group are interested in the extent of PCB contamination on the base.

Most of the interviewees are interested in finding out the location of all of the fuel that spilled, where it has migrated to, and if it poses a health threat.

Representatives from a community organization expressed interest in the location of the sewage treatment and transfer station.

Representatives from two community groups are interested in where treated water will go after it is processed at the sewage treatment plant.

Some residents are interested in the validity and accuracy of risk assessments.

Members of two local community groups were interested in the

process leading up to the decisions on where to extend town water.

A few of the interviewees asked how the Interagency Agreement between the involved regulatory agencies will affect the cleanup of hazardous waste at MMR.

Some of the representatives from local community group are interested in who is eligible to attend TEAC meetings, how the TEAC was formed and how it operates.

D. ADDRESSING PUBLIC CONCERNS

The remedial response process used by the NGB Installation Restoration Program and the EPA and DEP Superfund programs is designed to address the effects of the MMR site and its cleanup upon health, safety, public welfare, and the environment. At each of the many separate areas of contamination making up the MMR site, a Remedial Investigation (including environmental sampling and analysis) determines the nature and extent of contamination. Based on this information, the risks posed to the public and the environment are evaluated and the need for cleanup is assessed. The following steps are then undertaken:

- o Feasibility Study - identification and evaluation of remedial alternatives.
- o Proposed Plan/ Record of Decision - proposal of the preferred alternative for cleanup for each study area and the legal decision document.
- o Remedial Design - full engineering design of selected remedy.
- o Remedial Action - construction and implementation of selected remedy.
- o Operation and Maintenance - operation of the selected remedy and monitoring to ensure that it performs adequately.

Physical work at a study area includes sampling and other environmental field testing and the implementation of selected response actions. It may also include the implementation of measures designed to stabilize conditions to prevent conditions from worsening while planning for response actions is underway.

At each step of the cleanup process, plans for work are developed, the work is conducted, and reports describing results and recommendations for the next step are prepared. The documents

which describe each of these steps are the cornerstones of the planning process, since they provide the agencies involved and the public with the information necessary to make decisions about how the area of contamination should be addressed.

As noted in section C of this Plan, the public has raised a number of concerns about the MMR site. The remedial response process is designed to address the concerns about the nature and extent of contamination and the risks posed by the areas of contamination. These are usually addressed in the Remedial Investigation phase of the remedial response process. Concerns about how the contamination will be addressed (e.g., proposed cleanup measures and technology to be used) are typically addressed in the Feasibility Study phase.

Concerns about the timeliness of site cleanup are also addressed by the remedial response process. To ensure that cleanup proceeds as quickly as possible, NGB has established a master scheduling process which has enabled the agencies to identify tasks that can be grouped together. For example, sampling and analysis at several separate sites at the same point in the remedial process will be grouped together and addressed simultaneously.

Some of the public's concerns about the MMR cannot be addressed by the site assessment and cleanup process. Risk assessments required by the site assessment process look at the risks the site will pose in the future if it is left in its current condition. Therefore, concerns about the link between site contamination and the currently elevated cancer rate on the Upper Cape will not be addressed by the risk assessments. Questions about current health problems can only be directly answered by a study of existing health conditions of residents. DEP has provided funding (1/2 million dollars) to the Massachusetts Department of Public Health which has contracted with the Boston University School of Public Health to examine cancer incidence on the Upper Cape. A report is scheduled for completion in early 1991.

The activities proposed in Section E of this Plan have been designed to address the community's concerns about access to information and opportunities to participate in planning response actions at the MMR site.

E. PROPOSED PUBLIC INVOLVEMENT ACTIVITIES

Activities undertaken to involve the public in response actions serve two objectives:

1. To educate and inform the public about risks posed by the site, remedial activities, and opportunities for public involvement.

2. To solicit the concerns of the public about the site and remedial response actions, and, to the extent possible, address and incorporate public concerns in planning remedial response actions.

To meet each of these objectives, NGB, EPA, and DEP will undertake specific activities for the MMR site. These activities are described in the following pages.

1. Providing Information

The agencies will provide the public with information about the MMR site through the Environmental Coordinating Office (ECO), agency contacts, information repositories, a site mailing list, press releases and conferences, public meetings, notifying local officials and community contacts of major milestones and events, fact sheets, and neighborhood association meetings.

A) Environmental Coordinating Office (ECO)

To meet the needs of residents, local officials, and community group members for immediate information from a single source, the NGB has established the ECO. This office is the single point of contact for MMR-related environmental concerns and represents all military units at the MMR on environmental matters. The MMR ECO staffing consists of a full time executive director.

The ECO has a 24-hour environmental hotline which the public can call to express concern or ask questions about environmental issues at MMR. ECO staff will be available to hear and respond to citizens' concerns and questions in a timely manner, and will provide information on the MMR cleanup and other environmental concerns. The MMR IRP file and the Administrative Record is currently available at the Environmental Management Office - IRP, Building # 868, Otis Air National Guard Base as one of the locations for public viewing of the file.

ECO publishes the quarterly Focus fact sheet with NGB, EPA and DEP contributions and editorial review. This publication provides the public with information about the status of MMR cleanup actions as well as other environmental activities and programs at MMR. Focus contains a "Question and Answer" column, for which the public is invited to submit questions. The NGB, and the EPA will maintain a mailing list (see section D) for distributing this fact sheet and other information about site assessment and remediation activities to interested citizens.

To express concern or ask questions about environmental issues call or write to:

Massachusetts Military Reservation Environmental
Coordinating Office, Building 1820, Camp Edwards, MA 02542.

Donald Lavimoniere 508-968-5824
Executive Director

Environmental Hotline 508-968-4042

B) Agency Contacts for Public Information

To further meet the community's need for immediate information, especially concerning the roles of NGB, EPA, and DEP, contact people will be maintained within the three agencies. These people will be available to hear and respond to citizens' concerns and questions in a timely manner. The names and telephone numbers of agency contacts will be included in information disseminated to the public. Agency contacts are listed below:

Massachusetts Military Reservation (MMR), Environmental
Coordinating Office, ECO, Building 1820, Camp Edwards, MA 02542.

Donald Lavimoniere 508-968-5824
Executive Director

Otis Air National Guard Base, 102 FIW-PA, MA

Douglas Karson 508-968-4003
Public Affairs Officer

Dan Santos 508-968-4670
NGB Installation Restoration Program On-Base Contact

National Guard Bureau, Office of Public Affairs, The Pentagon -
Room 1D645, Washington, D.C. 20310-2500.

Major Everett K. Foster 703-695-3454
Public Affairs Officer

Air National Guard Support Center, NGB/DER, Building # 3500,
Andrews Air Force Base, Maryland 20331-5000.

Henry Lowman 301-981-8156
Remedial Project Manager

U.S. Environmental Protection Agency, EPA Region I, J.F.K. Federal
Building, RPA 2203, Boston, MA 02203.

Douglas Gutro 617-565-3383
Community Relations Coordinator

Paul Marchessault 617-573-5793
Remedial Project Manager

Massachusetts Department of Environmental Protection, Southeast Regional Office, Bureau of Waste Site Cleanup, Lakeville Hospital, Main Street, Lakeville, MA 02346.

Ellie Grillo 508-946-2866
Public Participation Coordinator

James Begley 508-946-2862
Remedial Project Manager

C) Information Repositories

1. Publicly Accessible Site-Related File: NGB, and DEP each maintain MMR site-related files which are available for public review. These files contain documents and correspondence pertaining to the site with the exception of any enforcement sensitive material. The EPA maintains an Administrative Record. This record contains all documents relative to decisions made regarding cleanup actions. Appointments to view these files can be made by contacting the following:

EPA Records Center
90 Canal Street, 1st Floor
Boston, MA 02114
(617) 573-5729
Hours:
Mon. - Fri. 8:30 - 1:00
 2:00 - 5:00
Attn: Evo Cunha

DEP Southeast Region Office
Bureau of Waste Site Cleanup
Lakeville Hospital
Main Street
Lakeville, MA 02346
(508) 946-2862
Please write to the File
Review Section for an
appointment to review the
file.

Environmental Management Office - IRP
Building # 868
Otis ANGB, MA 02542-5001
(508) 968-4670
Attn: Dan Santos

2. Local Information Repositories: To make MMR site information readily available to the public, the information repositories that have been established in the main libraries of Bourne, Falmouth, Mashpee, and Sandwich, and in the U.S. Coast Guard Base Library on the MMR will continue to be maintained by NGB with EPA oversight. The NGB will update the information repositories to ensure that they include all the information found in the agencies' publicly accessible files, including copies of work plans, sampling and field testing plans, sampling results, site reports, relevant correspondence, fact sheets, site updates, TEAC minutes, and public information materials.

Copies of documents will be placed in the information repositories by their author (e.g., NGB or its consultant, EPA,

DEP, or other parties who produce site-related documents) as they become available for public review. When major documents are placed in the repositories, NGB will send a notice of their availability to the site mailing list. The libraries and their hours are as follows:

Jonathan Bourne Library
19 Sandwich Rd.
Bourne, MA 02532
(508) 759-3172

Hours:

M, Tue, W, : 10:00 - 8:00
TH, F, : 10:00 - 5:00
Sat: 10:00 - 4:00

Sandwich Public Library
142 Main St.
Sandwich, MA 02563
(508) 888-0625

Hours:

Tue, W, Th: 10:00 - 5:30 and
7:00 - 9:00 p.m.
F: 10:00 - 5:30
Sat: 10:00 - 4:00

U.S. Coast Guard Base Library
Bldg. 5202
Otis ANGB, MA 02542
(508) 968 - 5456

Hours:

Tue: 10:00 - 6:00
W: NOON - 6:00
Th: NOON - 8:00
F: 10:00 - 5:00
Sat: 10:00 - 2:00

Falmouth Public Library
123 Katherine L. Bates
Rd., Falmouth, MA 02540
(508) 548-0280

Hours:

M, F, : 11:00 - 5:30
Tue, W, : 11:00 - 9:00 Sat:
Th: 1:00 - 5:30
Sat: 9:00 - 5:00

Mashpee Public Library
Steeple St. (off Rt. 151)
Mashpee, MA 02649
(508) 477-0323

Hours:

M, W, F: 9:00 - 2:00
Tue, Th: 12:00 - 8:00
Sat: 9:00 - noon

3. Administrative Record: An Administrative Record which contains copies of documents which support site management decisions will be maintained by NGB at the publicly accessible site file at MMR, and at the local information repository in the Falmouth library. The NGB will maintain an index of the contents of the Administrative Record which will be kept in the other four information repositories in the Bourne, Mashpee, Sandwich, and Coast Guard libraries. EPA will also maintain the Administrative Record at the EPA Records Center in Boston.

D) Site Mailing List

To ensure that site information reaches every individual who would like to receive it, the ECO and EPA will maintain a mailing list for the MMR site at the ECO. EPA will also maintain a copy

of the mailing list at its Boston office. It will be updated regularly with names of individuals who sign in at public meetings, and indicate on the sign in sheet that they would like to be on our mailing list, or who request to be added to the list. The mailing list will be used to disseminate all notices, fact sheets, press releases, and other information updates about response actions at MMR.

E) Press Releases and Conferences

To ensure that information about site remediation reaches the wider community, NGB will provide press releases and public notices to local newspapers and other media outlets. These press releases and notices will be coordinated with EPA and DEP and will be issued at major milestones in the remedial response process or whenever else a public announcement is appropriate.

NGB may also hold press conferences with local media to announce milestones in site work. Major milestones include the start of field work involving heavy equipment or protective clothing (Level A or B), the start of a new phase of investigation, and the results of each phase of investigation. Copies of press releases and notices will also be sent to the site mailing list.

The following newspapers and media outlets will receive these news releases:

Local Newspapers

- | | |
|-------------------------------|------------------------------|
| o <u>Barnstable Patriot</u> | o <u>The Otis Notice</u> |
| o <u>Bourne Courier</u> | o <u>The Register</u> |
| o <u>Cape Cod Independent</u> | o <u>Sandwich Broadsider</u> |
| o <u>Cape Cod Times</u> | o <u>The Boston Globe</u> |
| o <u>Falmouth Enterprise</u> | o <u>The Herald</u> |
| o <u>Mashpee Messenger</u> | |

Local Cable Television

- | | |
|------------------------------|--------------|
| o Adelpia Cable | - Channel 13 |
| o Bay Cable T.V. Associates | - Channel 58 |
| o Cape Cod Cablevision Corp. | - Channel 11 |

Local Radio Stations

- o WCIB - Falmouth
- o WNTX - Osterville
- o WCOD - Hyannis
- o WOCB - W. Yarmouth
- o WFAL - Falmouth
- o WPLM - Plymouth
- o WFCC - W. Chatham
- o WPXC - Hyannis
- o WKPE - Orleans
- o WORC - Hyannis
- o WMVY - Martha's Vineyard

F) Inform Local Officials and Community Contacts of Major Milestones and Events

NGB will notify the Boards of Selectmen, Boards of Health, and community contacts in Bourne, Falmouth, Mashpee, and Sandwich prior to the start of major field work involving heavy equipment (e.g., for excavation) or protective clothing (Level A or B). These notifications will occur via TEAC meetings or by telephone if a TEAC meeting will not be held in advance of the start of work. EPA and DEP will also notify the same officials and community contacts of the start of each new phase of the remedial response process by sending copies of correspondence noting approval of scopes of work and reports produced by NGB.

Notification will be made to specific individuals who will then relay the information to their constituencies. The proposed contacts, including municipal, state, and federal officials, representatives from the TEAC, and community group leaders, are listed in Appendix #1 of this Plan.

G) Fact Sheets

To provide area residents, local officials, the news media, and other interested parties with details of remedial activities at MMR, NGB, in consultation with EPA and DEP, will prepare fact sheets summarizing in non-technical terms major remedial planning documents produced for the MMR site. A fact sheet will be prepared for each Remedial Investigation, Feasibility Study of alternate remedies, and Remedial Design of chosen remedies undertaken at MMR. A final engineering design fact sheet will be issued and a public briefing will be provided as appropriate, prior to the initiation of the remedial action. All fact sheets will be distributed to everyone on the site mailing list.

H) Neighborhood Association Meetings

Representatives from NGB, EPA, and/or DEP may attend a local

neighborhood association meeting upon invitation from the association to provide neighborhood-specific information about the MMR cleanup and to discuss community concerns. Agency attendance at meetings will be coordinated through the ECO office.

Upon receiving an invitation to attend a neighborhood meeting, the ECO contact person will consult with NGB, EPA, and DEP to determine which agencies should attend. The ECO contact person will also coordinate requests for speakers and meetings from local schools and other community organizations.

2. Soliciting Public Input

The agencies will solicit public comment and address public concerns through the Technical Environmental Affairs Committee, public comment periods, response to comments, public meetings, and formal public hearings.

A) Technical Environmental Affairs Committee (TEAC)

One of the primary methods through which information about MMR is disseminated to involved parties is through the TEAC. The TEAC is chaired by Ronald Watson, of the National Guard Bureau and meetings are held bi-monthly. The TEAC provides a forum for representatives from local, state, and federal government, regulatory agencies, MMR administration, and MMR environmental consultants to receive comments, distribute information, and exchange positions related to environmental concerns. The TEAC represents a general forum for interaction and communication between MMR and the public. Each TEAC meeting begins with a review of minutes from the previous TEAC meeting and proceeds with a presentation of activities and recent progress and future plans. A discussion of the presented topics is included. There has been a lot of misunderstanding and confusion of the TEAC's role. The TEAC is not a decision-making arena. In an effort to promote an open technical exchange of information the TEAC meetings have not included the press or the general public. Information from the TEAC is expected to be disseminated in a timely manner by members of the committee, who will share the information with the people they represent. In turn, TEAC representatives have the responsibility to bring the questions and concerns of these same people to the TEAC meeting.

NGB will continue to involve EPA, DEP, local officials, and community representatives in the planning and management of remedial response actions at the MMR site through the TEAC. Once the EPA awards the Technical Assistance Grant (TAG) to a member of an affected community group, members from the group will nominate a representative for membership in the TEAC.

A press conference is held at the conclusion of all TEAC meetings

to discuss material presented at the meeting with local media. Also, on the evening of the TEAC meeting, a public meeting will be held to discuss the topics presented during the TEAC.

TEAC members are listed in Appendix 2 of this Plan.

B) PUBLIC COMMENT PERIODS and RESPONSES TO PUBLIC COMMENT PERIODS

To solicit public input in planning remedial response actions, NGB, EPA, and DEP believe that public comment periods are an essential mechanism through which the agencies may obtain valuable information and constructive input from the public during the remedial process.

NGB, EPA, and DEP will establish either formal or informal public comment periods for the following key remedial planning documents:

<u>DOCUMENTS</u>	<u>TYPE OF COMMENT PERIOD</u>
* REMEDIAL INVESTIGATION WORKPLANS	INFORMAL
* REMEDIAL INVESTIGATION REPORT	INFORMAL
* PROPOSED PLAN/FEASIBILITY STUDY	FORMAL
* REMEDIAL DESIGN (S)	INFORMAL

DEP will announce public comment periods in the Massachusetts Environmental Monitor for all applicable documents. However, the review thresholds set forth in the Massachusetts Contingency Plan will not trigger a requirement for an Environmental Notification Form or an Environmental Impact Report.

FORMAL PUBLIC COMMENT PERIODS

Under CERCLA (Comprehensive Environmental Response, Compensation, & Liability Act), the federal Superfund Law, a minimum 30-day formal public comment period is provided on proposed remedial alternatives. During this period, comments on the Proposed Plan/Feasibility Study will be accepted. The NGB will hold a formal 30-day public comment period following the release of all Feasibility Study Reports and Proposed Plans.

Once the agencies determine that a final draft Proposed Plan/Feasibility Study is complete the Proposed Plan will be mailed to the addressees on the site mailing list and a copy of the Proposed Plan and draft Feasibility Study will be placed by the NGB

in the information repositories for public review.

A Notice of Document Availability for the draft Proposed Plan/ Feasibility Study will be sent by the NGB to the addressees on the site mailing list outlining 1) a description of the document, 2) where it can be reviewed, 3) the dates of the public comment period and 4) any meetings or hearings that are to be held, and 5) how and to whom comments are to be sent. Formal public comment periods may be extended if warranted by the complexity of a particular document, or if several documents are released for public review at once, or if there is a reasonable and timely written request for an extension.

At the close of each formal public comment period, NGB, in consultation with EPA and DEP, will prepare a Responsiveness Summary, which categorizes and summarizes all written and oral comments received as well as provide a written response to those comments. Responsiveness Summaries shall be attached to all Records of Decision (ROD) and shall be placed in the information repositories after each agency has signed the ROD. A notice of its' availability will be sent to addressees on the site mailing list.

INFORMAL PUBLIC COMMENT PERIODS

Although federal law requires that public comment periods be conducted on proposed remedial alternatives only, the NGB, EPA, and DEP have agreed to provide 3 informal comment periods for the 3 aforementioned documents as the agencies jointly support the usefulness of informal comment periods.

NGB will establish an informal 20-day comment period on Remedial Investigation Workplans, Remedial Investigation Reports, and Remedial Design Documents.

A Notice of Document Availability will be sent by the NGB to the addressees on the site mailing list outlining 1) a description of the document, 2) where it can be reviewed, 3) the dates of the public comment period and 4) any public meetings or hearings that are to be held, and 5) how to and to whom comments are to be sent.

At the close of each informal comment period, NGB, EPA, and DEP will review all written and oral comments received. The mechanisms through which the NGB, EPA, and DEP will respond to public comments received during an informal public comment period include: public meetings, neighborhood association meetings, fact sheets, informational updates, telephone calls, and in some instances written replies.

ADDITIONAL PUBLIC COMMENT PERIODS

Additional public comment periods will be held for Decision

Documents and also for time critical and non-time critical removal actions. During emergency and time critical removal actions, the NGB will provide a 30-day public comment period to begin at the time the administrative record is made available to the public and will respond to comments received. During non-time critical removal actions the NGB will provide a public comment period on the Engineering Evaluation/Cost Analysis (EE/CA) and the Administrative Record of not less than 30 days after the EE/CA is made available. For non-time critical removal actions the comment period may be extended a minimum of fifteen days upon receipt of a timely written request.

The release of no action Decision Documents shall be subject to a 30-day public comment period following federal and state regulatory review.

D) Public Meetings

Public meetings facilitate communication between the agencies and the community and can be used to provide information about remedial response plans and opportunities for informal discussion.

NGB will hold a public meeting prior to the Proposed Plan/Feasibility Study comment period to explain the different remedial alternatives evaluated in the study and the alternative proposed as the preferred remedy. EPA and DEP will participate in these meetings. A transcript of the meeting will be taken and will be placed in the Information Repositories.

Other public meetings may be held to explain Remedial Investigation and Remedial Design reports if the public indicates an interest. If there are no required public meetings within a one year period a public meeting may be held to update the affected communities of the developments of the past year.

These meetings will be held at a time and place convenient to the public, and all other parties involved, and will be coordinated to cover as many site activities as are appropriate at that time. Because the MMR includes many sites, a single meeting may be used to address planning and cleanup milestones at several sites.

Whenever a meeting is planned, NGB will send an announcement to the site mailing list, local officials (listed in Appendix A), and the news media at least two weeks before the meeting date. After each meeting, NGB will prepare a written summary of the discussion and place copies of it in the information repositories.

E) Formal Public Hearings

During each Proposed Plan/Feasibility Study comment period, NGB and EPA will jointly hold a formal public hearing at a time and

place convenient to the affected public. DEP will participate in these hearings. Written and oral testimony will be taken from anyone wishing to comment.

NGB will send a notice of each hearing to the mailing list, local officials (listed in Appendix A), and local media at least two weeks before the hearing date. Transcripts from hearings will be placed in the information repositories and a notice of their availability will be sent to the mailing list.

F. REVISION OF THE PLAN

This Plan may be revised during the course of the remediation of the MMR site. If changes are proposed, NGB, EPA, and DEP will jointly determine whether a revision is necessary. If a revision is needed, the agencies will prepare a revised Plan, place it in the local information repositories, and hold a public comment period lasting 20 calendar days. The agencies will review any comments received and again revise the Plan as appropriate. NGB will place the final revised Plan in the local information repositories and send a notice to the mailing list announcing its availability.

APPENDIX #1

COMMUNITY CONTACTS

LOCAL OFFICIALS

Barnstable County

Barnstable County Health & Env. Department 508-362-2511
Superior Court House, Route 6A
Barnstable, MA 02630
o Stetson Hall

Bourne

Board of Selectmen 508-759-4486
Town Hall
24 Perry Ave.
Buzzards Bay, MA 02532
o Marie Oliva, Selectman, TEAC member,

Board of Health 508-759-3435
Town Hall
24 Perry Ave.
Buzzards Bay, MA 02532
o Cynthia Coffin, Health Agent

Falmouth

Board of Selectmen, 508-548-7611
Town Hall
59 Town Hall Sq.
Falmouth, MA 02540
o Virginia Valiela, Selectman, TEAC member

Board of Health
Town Hall
59 Town Hall Sq.
Falmouth, MA 02540
o David Carrigan 508-548-7611

Sandwich

Board of Selectman 508-888-0157
Town Hall
Main St.
Sandwich, MA 02563
o Christopher Whelan, Executive Secretary

Board of Health 508-888-4200
Town Hall Annex
145 Main St.
Sandwich, MA 02563
o Herbert Hamlen, Health Agent

Mashpee

Board of Selectman 508-477-0222
Town Hall
PO Box 1108
Mashpee, MA 02649
o Jeremy Carter, Selectman

Board of Health 508-477-1777
Town Hall
PO Box 1108
Mashpee, MA 02649
o Elias McQuaid, Health Agent

LOCAL GROUPS/CITIZEN'S GROUPS

Association For the Preservation of Cape Cod 508-255-4142
P.O.Box 636
Orleans, MA 02653
o Susan Nickerson, Executive Director

Cape Cod Commission 508-362-3828
3225 Main Street
Barnstable, MA 02630
o Tom Cambareri

Alliance for Base Cleanup
c/o Association for the Preservation of Cape Cod
P.O.Box 636
Orleans, MA 02653

Ashumet-John's Pond Association 508-477-8139
o Richard Maily, President

Ashumet Valley Property Owners Inc. 508-563-6169
P.O. Box 122
Mashpee, MA 02649
o Cathi Valeriani,

Coonamessett Pond Association 508-564-5516
277 Hatchville Rd.
E. Falmouth, MA 02536
o Ronald Smolowitz, President

John's Pond Association 508-477-3589
30 Pond Circle
Mashpee, MA 02649
o Michael Forde, President

Mashpee-Briarwood Association 508-477-1902
240 Wheeler Rd.
Mashpee, MA 02649
o Geraldine Orlando, President

Upper Cape Concerned Citizens 508-888-5732
45 Sassafras Lane
Marston Mills, MA 02648
o William Ellis

P.O.Box 736, 508-420-3351
East Sandwich 02537
o Joel Feigenbaum

Otis Civilian Advisory Counsel 508-540-3351
18 Grasmere Drive
Falmouth, MA 02540
o Robert D. Crane, President

R.E.P.S - Responsible Environmental Protection
for Sandwich
197 Farmersville Road
Sandwich
o Susan Walker 508-477-1386

17 Settler's Path
Sandwich
o Lynn McDonald 508-428-5254

STATE ELECTED OFFICIALS

Senator Henri Rauschenbach 617-722-1570
State House, Room 413F
Boston, MA 02133

Representative Thomas Cahir 617-722-2460
State House, Room 443
Boston, MA 02133

Representative John Klimm 617-722-2030
State House, Room 43
Boston, MA 02133

Representative Eric Turkington 617-722-2430
State House, Room 236
Boston Ma 021331

Senator Edward Kirby 617-722-1330
State House, Room 413H
Boston, MA 02133

FEDERAL ELECTED OFFICIALS

Senator Edward M. Kennedy 202-224-4543
315 Russell Senate Office Building
Washington, D.C. 20510

District Office 617-565-3170

409
 J.F.K. Federal Building
 Boston, MA 02203

Senator John F. Kerry 202-224-2742
 362 Russell Senate Office Building
 Washington, D.C. 20510

District Office 617-565-8519
 Room 3220
 Transportation Building
 10 Park Plaza
 Boston, MA 02116

Representative Gerry E. Studds 202-225-3111
 237 Cannon House Office Building
 Washington, D.C. 20510

Regional Representative 508-771-0666
 Mark R. Forest
 146 Main Street
 Hyannis, MA 02601

U.S.G.S. - United States Department of the Interior, Geological
 Survey, Water Resources Division - N.E. District
 28 Lord Road
 Suite 280
 Marlborough, MA 01752
 Denis Leblanc or Steve Garabedian 508-985-6360

APPENDIX #2

TEAC MEMBERS

- o Ronald Watson, National Guard Bureau
Air National Guard Support Center
NGB/DER, Building #3500
Andrews Air Force Base, Maryland 20331-5000
- o Captain Michael L. Adess, U.S. Coast Guard
MLCA - MKEH
Building 400, Sec. K, Room 303
Governor's Island, New York 10004-5098
- o Virginia Valiela, Board of Selectmen
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
- o Robert Donovan, Massachusetts DEP
Southeast Region
Lakeville Hospital
Lakeville, MA 02347
- o Stetson Hall, Barnstable County Health and Environmental
Department
Superior Court House, Rt. 6A
Barnstable, MA 02630
- o Paul Marchessault, U.S. EPA - Region 1
J.F.K. Federal Building, RPA 2203
Boston, MA 02203
- o Geraldine Orlando, Briarwood/Mashpee Association
P.O. Box 138
Mashpee, MA 02649
- o Gary W. Smith, Veterans Administration Cemetery
Massachusetts National Cemetery
Bourne, MA 02532
- o Anthony Fiorentini, Town of Mashpee Representative
RFD #1, Godfrey Road
Mashpee, MA 02469
- o Jessica Graham
Massachusetts Department of Public Health
150 Tremont Street
Boston, MA 02117
- o Marie Oliva, Board of Selectmen
Town of Bourne
24 Perry Avenue
Buzzard's Bay, MA 02532

- o Daniel Cullity, Town of Sandwich Representative
Town Hall
Sandwich, MA 02563
- o Ronald Smolowitz, Coonamessett Pond Association
277 Hatchville Road
East Falmouth, MA 02536
- o Christopher Dunn, Ashumet Valley Property Owners
55 Redlands Road
E. Falmouth, MA 02536
- o Walter Fagnant, Sandwich Water District
72 Tupper Road
Box 600
Sandwich, MA 02563
- o Congressman's Gerry Studds
Mark Forest, Regional Representative
146 Main Street
Hyannis, MA 02560
- o Brig. Gen. John Hannon
Camp Curtis Guild/Bldg. 43
Haverhill Street
Reading, MA 01867

APPENDIX #3

LIST OF ACRONYMS FREQUENTLY USED

ANG	AIR NATIONAL GUARD
ANGB	AIR NATIONAL GUARD BASE
ARNG	ARMY NATIONAL GUARD
AVGAS	AVIATION GASOLINE
CS	CHEMICAL SPILL
CFTA	CURRENT FIRE TRAINING AREA
CRP	COMMUNITY RELATIONS PLAN
DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION
DOD	DEPARTMENT OF DEFENSE
ECO	ENVIRONMENTAL COORDINATING OFFICE
EPA	ENVIRONMENTAL PROTECTION AGENCY
FS	FEASIBILITY STUDY
FS	FUEL SPILL
FTA	FIRE TRAINING AREA
IAG	INTERAGENCY AGREEMENT
IRP	INSTALLATION RESTORATION PROGRAM
LF	LANDFILL
MCP	MASSACHUSETTS CONTINGENCY PLAN
MMR	MASSACHUSETTS MILITARY RESERVATION
NCP	NATIONAL CONTINGENCY PLAN
NGB	NATIONAL GUARD BUREAU
OU	OPERABLE UNIT
PIP	PUBLIC INVOLVEMENT PLAN
PFSA	PETROLEUM FUEL STORAGE AREA
RA	REMEDIAL ACTION

RI	REMEDIAL INVESTIGATION
RD	REMEDIAL DESIGN
SD	STORM DRAIN
STP	SEWAGE TREATMENT PLANT
TEAC	TECHNICAL ENVIRONMENTAL AFFAIRS COMMITTEE
USAF	UNITED STATES AIR FORCE
USCG	UNITED STATES COAST GUARD
USGS	UNITED STATES GEOLOGICAL SURVEY

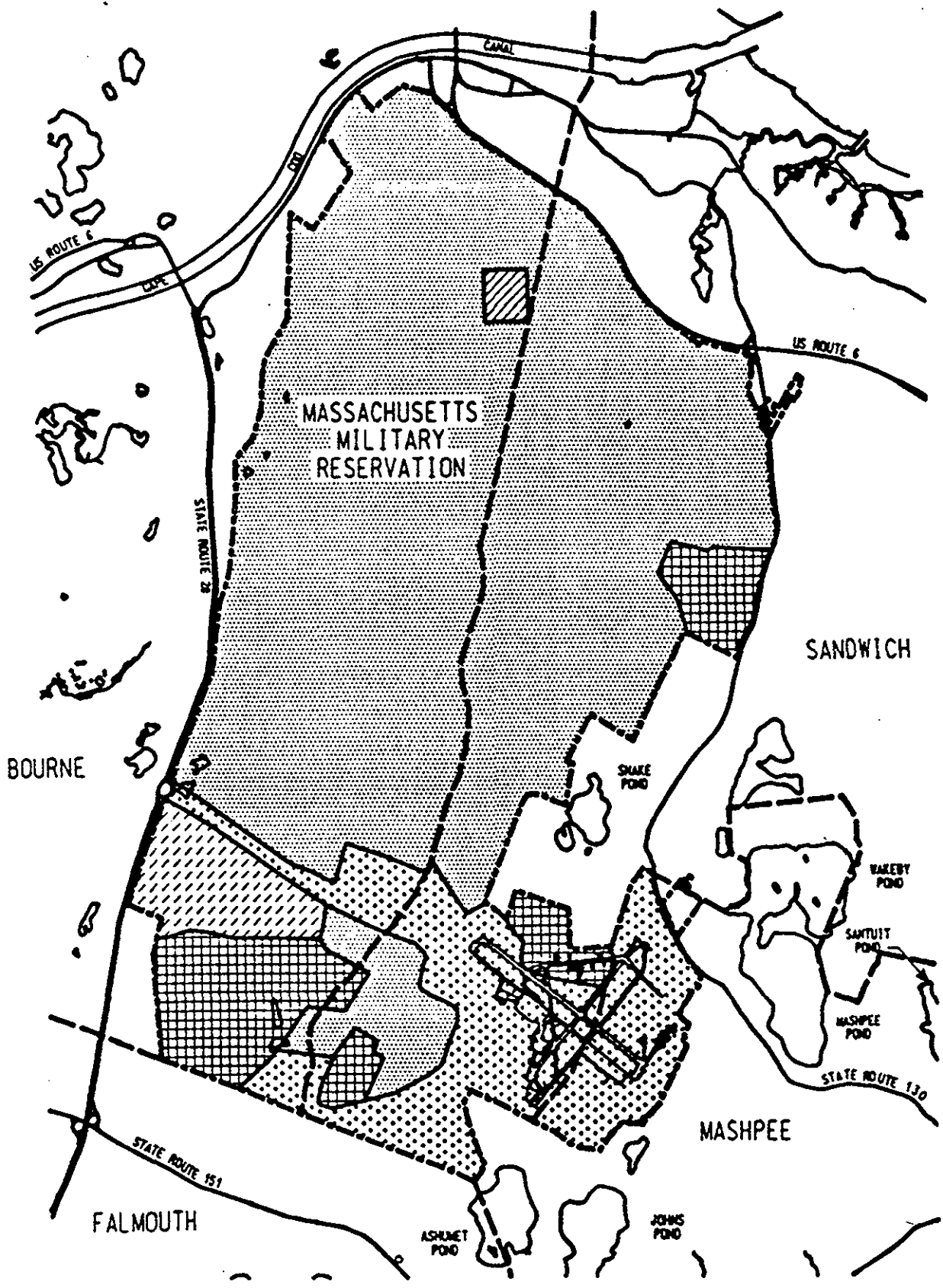
SCHEDULE OF ACTIVITIES

A SCHEDULE OF ACTIVITIES WILL BE PROVIDED AFTER THE IAG (INTERAGENCY AGREEMENT) HAS BEEN FINALIZED.

ATTACHMENT I
MAP IDENTIFYING MMR DOD AND USCG BOUNDRIES

ATTACHMENT II

MAP IDENTIFYING STUDY AREAS AND AREAS OF CONTAMINATION
AS OF EFFECTIVE DATE OF THE AGREEMENT



LEGEND

——— PRIMARY ROAD
 US ROUTE 6 ROAD NAME
 () POND, CANAL
 JOHNS POND POND NAME

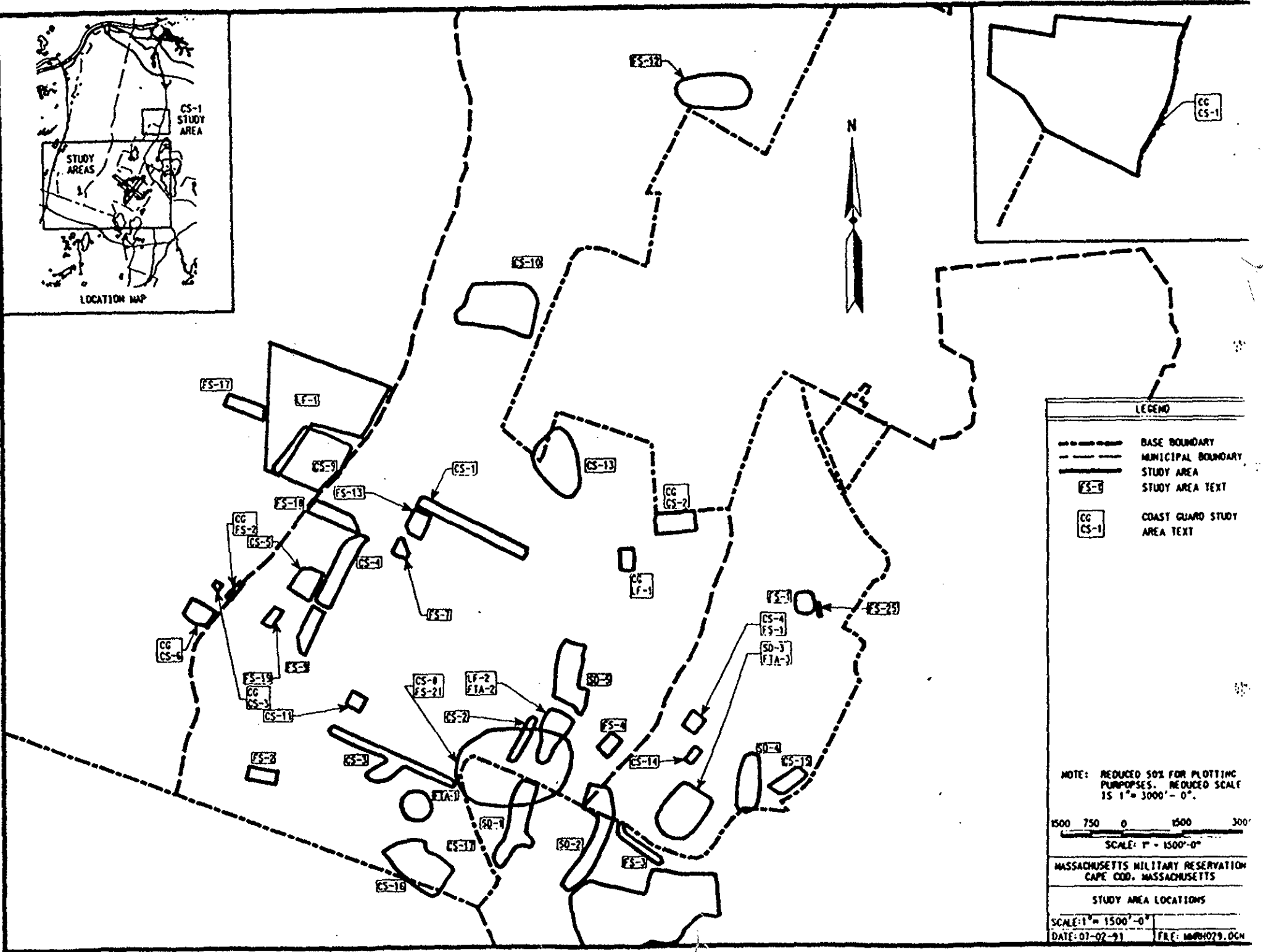
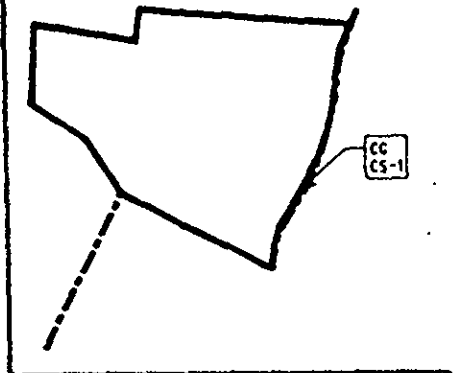
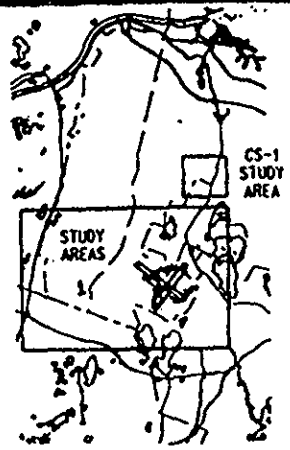
- - - - MUNICIPAL BOUNDARY
 - - - - MNR BOUNDARY
 SANDWICH CITY NAME
 ——— RUNWAY

CAMP EDWARDS- ARMY NATIONAL GUARD
 OTIS- AIR NATIONAL GUARD
 US COAST GUARD
 VETERANS ADMINISTRATION
 US AIR FORCE

MASSACHUSETTS MILITARY RESERVATION
CAPE COD, MASSACHUSETTS

OWNERSHIP MAP

SCALE: MTS
 DATE: 07-02-81 FILE: MAF-030.DGN



LEGEND

	BASE BOUNDARY
	MUNICIPAL BOUNDARY
	STUDY AREA
	STUDY AREA TEXT
	COAST GUARD STUDY AREA TEXT

NOTE: REDUCED 50% FOR PLOTTING PURPOSES. REDUCED SCALE IS 1" = 3000'-0".



MASSACHUSETTS MILITARY RESERVATION
CAPE COD, MASSACHUSETTS

STUDY AREA LOCATIONS

SCALE: 1" = 1500'-0"
DATE: 01-02-91 FILE: MMB079.DGN