

## IAG COVER SHEET

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I,  
STATE OF MAINE  
AND THE  
UNITED STATES DEPARTMENT OF THE AIR FORCE

IN THE MATTER OF:

THE U.S. DEPARTMENT  
OF THE AIR FORCE

LORING AIR FORCE BASE  
LIMESTONE, MAINE

FEDERAL FACILITY AGREEMENT UNDER CERCLA SECTION 120

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

## I. 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 appropriate remedial action taken as necessary to protect the public health, welfare and the environment;
- (b) Establish a procedural framework and schedule 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, Resource Conservation and Recovery Act (RCRA), RCRA guidance and policy, and applicable state law; and,
- (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) Identify Operable Unit (OU) alternatives which are appropriate at the Site prior to the implementation of final remedial action(s) for the Areas of Concern. OU alternatives shall be identified and proposed to the Parties as early as possible prior to formal proposal of OUs to EPA and the State pursuant to CERCLA and applicable state law. This process is designed to promote cooperation among the Parties in identifying OU alternatives.
- (b) Establish requirements for the performance of a Remedial Investigation (RI) to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release and threatened release of hazardous substances, pollutants, or contaminants at the Site and to establish requirements for the performance of a Feasibility Study (FS) for the Areas of Concern to identify, evaluate and select alternatives for the appropriate remedial action(s) to prevent, mitigate

or abate the release or threatened release of hazardous substances, pollutants, or contaminants at the Areas of Concern in accordance with CERCLA and applicable state law.

- (c) Identify the nature, objective and schedule of response actions to be taken at the Areas of Concern. Response actions at the Areas of Concern shall attain that degree of cleanup of hazardous substances, pollutants, or contaminants mandated by CERCLA and applicable state law.
- (d) Implement the selected OU alternatives and final remedial action(s) in accordance with CERCLA and applicable state law and meet the requirements of CERCLA Section 120(e)(2), 42 U.S.C. 9620(e)(2), for an interagency agreement among the Parties.
- (e) Assure compliance, through this Agreement, with RCRA and other Federal and State hazardous waste laws and regulations for matters covered herein.
- (f) Coordinate response actions at the Areas of Concern with the mission and support activities at Loring Air Force Base.
- (g) Expedite the cleanup process to the extent consistent with protection of human health and the environment.
- (h) Provide for operation and maintenance by the Air Force of any remedial action selected and implemented pursuant to this Agreement.
- (i) Provide for State involvement in the initiation, development, selection and enforcement of remedial actions to be undertaken at the Site, including the review of all applicable data as it becomes available and the development of studies, reports, and action plans; and to identify and integrate State applicable and relevant or appropriate requirements (ARARs) into the remedial action process.

## II. PARTIES AND SCOPE

- 2.1 The Parties to this Agreement are the United States Environmental Protection Agency (EPA), the United States Department of the Air Force (Air Force), and the State of Maine (the State). The terms of the Agreement shall apply to and be binding upon EPA, the Air Force and the State.
- 2.2 Each Party shall be responsible for ensuring that its contractors comply with the terms and conditions of this Agreement. Failure of a Party to provide proper direction to its contractors and any resultant noncompliance with this Agreement by a contractor shall not be considered good cause for an extension under Section XVI, Extensions, unless the Parties so agree or as otherwise determined through Dispute Resolution. The Air Force will notify EPA and the State of the identity and the assigned tasks of each of its contractors performing work under this Agreement upon their selection.
- 2.3 This Agreement shall apply to and be binding upon the Air Force, EPA and the State, their officers, successors in office, agents and employees. The Air Force shall notify its agents, members, employees, lessees, response action contractors for the Areas of Concern, of the existence of this Agreement. This Agreement shall also apply to subsequent owners and operators of Loring AFB. Transfer of any portion of Loring AFB will not affect the Air Force's obligation to comply with the terms of this Agreement and shall be in accordance with the requirements of Section 120(h) of CERCLA, 42 U.S.C. 9620(h). The Air Force agrees to include notice of this Agreement in any document transferring ownership to any subsequent owners and operators of any portion of Loring AFB in accordance with CERCLA Section 120(h), 42 U.S.C. 9620(h), and 40 C.F.R. 264.119 and .120 and shall notify EPA and the State of any such change or transfer at least ninety (90) days prior to such transfer.
- 2.4 The Air Force agrees it shall develop, implement and report upon a Remedial Investigation (RI) or Remedial Investigations (RIs) for the Areas of Concern. The RI documents shall be subject to the review and comment procedures described in Section VII, Consultation With EPA and the State, of this Agreement. The RI(s) shall be conducted in accordance with the requirements and time schedules set forth in Appendix III and Section XV, Deadlines, of this Agreement. The RI(s) shall meet the purposes set forth in Section I, Purpose, of this Agreement.
- 2.5 The Air Force agrees it shall develop, implement and report upon Feasibility Study (FS) or Studies (FSs) for the Areas of Concern. The FS(s) documents shall be subject to the



review and comment procedures described in Section VII, Consultation with EPA and the State, of this Agreement. The FS(s) shall be conducted in accordance with the requirements and time schedules set forth in Appendix III and Section XV, Deadlines, of this Agreement and shall meet the purposes set forth in Section I, Purpose, of this Agreement.

- 2.6 The Air Force agrees it shall perform Remedial Design(s), Remedial Action(s) and Operation and Maintenance to maintain the effectiveness of response actions at the Areas of Concern in accordance with CERCLA in accordance with CERCLA, RCRA and applicable regulations thereof for matters covered herein.

### III. DEFINITIONS

3.1 The terms used in this Agreement shall have the same definition as the terms defined in CERCLA and the NCP. In addition, the following terms used in this Agreement are defined as follows:

- (a) "Agreement" shall refer to this document and shall include all Appendices to this Agreement. All such Appendices shall be attached to and made an integral and enforceable part of this Agreement.
- (b) "Air Force" shall mean the United States Department of the Air Force, 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.
- (c) "ARARs" shall mean Federal and State applicable or relevant and appropriate requirements, standards, criteria, or limitations, identified, pursuant to CERCLA Section 121, 42 U.S.C. 9621. ARARs shall apply in the same manner and to the same extent that such are applied to any non-governmental entity, facility, unit or site as defined in CERCLA and the NCP. See CERCLA Section 121(a)(1), 42 U.S.C. 9621 (d).
- (d) "Area of Concern" shall mean an area at Loring AFB where hazardous substances, pollutants, or contaminants are or may have been placed or may come to be located, including any area to which a release of hazardous substances, pollutants, or contaminants has migrated or threatens to migrate prior to completion of proposed remedial action(s). The term shall include locations of potential or suspected contamination as well as known or actual contamination, including solid waste management units identified pursuant to a RCRA facility assessment. Such areas require further study or a determination of what if any remediation may be necessary, or both. Areas of Concern as of the effective date of this Agreement are identified in Section 5.6 of this Agreement. Areas of Concern which are identified by any Party subsequent to the effective date of this Agreement shall be added to such list pursuant to Section 6.6 of this Agreement.
- (e) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Public Law

96-510, 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 amendment.

- (f) "Days" means calendar days, unless business days are specified. Any submittal or written statement of dispute which under the terms of this Agreement would be due on Saturday, Sunday, or holiday shall be due on the following business day.
- (g) "Deadline" shall be the time limitation applicable to a discrete and significant portion of the RI/FS for which a "Deadline" has been specifically established under the terms of this Agreement.
- (h) "Documents" shall mean any records, reports, correspondence or retrievable information of any kind relating to treatment, storage, disposal, investigation, and remediation of hazardous substances, hazardous constituents, pollutants, or contaminants at or migrating from Loring AFB for matters covered by this Agreement.
- (i) "EPA" shall mean the United States Environmental Protection Agency, its employees, agents, and authorized representatives.
- (j) "Feasibility Study" or "FS" means 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 of hazardous substances, pollutants, or contaminants at and from the Areas of Concern. The Air Force shall conduct and prepare all FS(s) in a manner to support the intent and objectives of Section XXI, Statutory Compliance/RCRA-CERCLA Integration.
- (k) "Loring Air Force Base" or "Loring AFB" shall mean the real property known as Loring AFB and located in the Towns of Limestone and Caswell, and the City of Caribou, Aroostook County, Maine, comprised of approximately 9,000 acres as shown on the map included in Appendix II.
- (l) "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, as amended.
- (m) "Operable Units" or "OU(s)" shall mean all discrete remedial actions, other than removal actions, implemented prior to a final remedial action which

are consistent with the final remedial action and which are taken to prevent or minimize the release of hazardous substances, pollutants, or contaminants to prevent endangerment of the public health and welfare, or the environment. An OU may consist of one or more Areas of Concern. All OUs shall be undertaken in accordance with the NCP and the requirements of CERCLA, and applicable state laws. OU shall have the same meaning as defined in the NCP.

- (n) "Parties" shall mean the Air Force, EPA and the State.
- (o) "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, Pub. L 98-616, and any subsequent amendments.
- (p) "Record of Decision" shall be a public document or documents that explains which remedial alternative(s) (which may include a no-action alternative) will be implemented and includes the basis for the selection of the alternative(s) for an Area or Areas of Concern. It is based on information and technical analysis generated during the RI/FS and consideration of public comments.
- (q) "Remedial Investigation" or "RI" means that investigation conducted pursuant to CERCLA and the NCP, as supplemented by the substantive provisions of the EPA RCRA Facilities Assessment guidance. The RI serves as a mechanism for collecting data for the Area of Concern 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 baseline risk assessment, perform a feasibility study, and support the design of a selected remedy. The Air Force shall conduct and prepare the RI in a manner to support the intent and objectives of Section XXI, Statutory Compliance/RCRA-CERCLA Integration.
- (r) "Remedy" or "Remedial Action" or "RA" shall have the same meaning as provided in Section 101(24) of CERCLA, 42, U.S.C. 9601(24), and the NCP, and may include Operable Units.
- (s) "Remove" or "Removal" shall have the same meaning as provided in Section 101(23) of CERCLA, 42 U.S.C. 9601(23), and the NCP.

- (t) "Schedule" shall mean the time limitations established for the completion of Remedial Designs and Remedial Actions (RDs/RAs) at the Site.
- (u) "Site" shall include Loring AFB and any area off the facility to or under which a release of hazardous substances pollutants, or contaminants has migrated, or threatens to migrate, from a source on or at Loring AFB. The Site was added to the National Priorities List (NPL) update on February 21, 1990, 55 Federal Reg. 6154. For purposes of obtaining permits, the terms "on-site" shall have the same meaning as provided in the NCP.
- (v) "State" shall mean the State of Maine including the Maine Department of Environmental Protection (DEP), as represented by the Attorney General of Maine.
- (w) "Timetable" shall be the collective terms for all the "Deadlines" established in Section XV, Deadlines for the RI/FS Deadline.

#### IV. JURISDICTION

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

- (a) EPA, enters into those portions of this Agreement that relate to the RI/FS pursuant to CERCLA Section 120(e)(1), 42 U.S.C. 9620(e)(1) and (2), and RCRA Sections 6001, 3008(h) and 3004(u) and (v), and Executive Order (E.O.) 12580;
- (b) EPA enters into those portions of this Agreement that relate to operable units and final remedial actions pursuant to CERCLA Section 120(e)(2), 42 U.S.C. 9620(e)(2), RCRA Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. 6928(h), 6924(u) and (v), and E.O. 12580;
- (c) The Air Force enters into those portions of this Agreement that relate to the RI/FS, operable units and the final remedial actions pursuant to CERCLA Section 120(e)(1) and (2), 42 U.S.C. 9620(e)(1) and (2), RCRA Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. 6961, 6928(h), 6924(u) and (v), E.O. 12580, the National Environmental Policy Act (NEPA), 42 U.S.C. 4321 and the Defense Environmental Restoration Program (DERP), 10 U.S.C. 2701 et. seq.;
- (d) The State enters into this Agreement pursuant to CERCLA Sections 120(f) and 121(f), 42 U.S.C. 9620(f) and 9621(f), Section 3006 of RCRA 42 U.S.C. 6926, and applicable State law including 38 MRSA Sections 347, 347-A, 1304(12), 1317-1319-A and 1361-1371.

## V. FINDINGS OF FACT

- 5.1 Loring AFB was listed on the National Priorities List (NPL) update on February 21, 1990, 55 Federal Reg. 6154 and is therefore subject to the special provisions for Federal facility NPL sites in CERCLA Section 120, 42 U.S.C. 9620.
- 5.2 Loring AFB, approximately 9,000 contiguous acres (14 square miles) in area, is located in the Towns of Limestone and Caswell, and the City of Caribou, within Aroostook County, Maine. The base was established in 1947 as the Limestone Air Force Base, and was given its present name in 1954. Loring AFB is owned by the United States through the United States Department of Defense.

Loring AFB is the present home of the 42nd Bombardment Wing of the Strategic Air Command, whose mission consists of the maintenance and implementation of both effective air refueling operations and long range bombardment capability.

As a result of the various national defense missions carried out at Loring AFB since 1948, including storage, maintenance, and shipping of war material, research and development, and aircraft operations and maintenance, among others, hazardous wastes, hazardous substances, pollutants, and contaminants have been placed or come to be located at Loring AFB in various locations.

- 5.3 Loring AFB is a facility under the jurisdiction, custody, or control of the Department of Defense within the meaning of E.O. 12580, 52 Fed. Reg. 2923, Jan. 29, 1987 and within the meaning of DERP, 10 U.S.C 2701 et seq. The Department of the Air Force is authorized to act in behalf of the Secretary of Defense for all functions delegated by the President through E.O. 12580 which are relevant to this Agreement.
- 5.4 Numerous base-wide studies and investigations have been or are being carried out in order to locate, detect and quantify the placement of hazardous substances, pollutants, and contaminants at the Site.

Studies and investigations include: a 1984 RCRA Inspection by the EPA; a 1983 Preliminary Assessment for the site, conducted by EPA's Field Investigation Team (FIT) contractor, NUS; and a January 1984 Installation Restoration Program (IRP) Records Search, conducted by the Air Force's contractor, CH2M Hill.

In May 1984 EPA contractor NUS completed a Hazardous Ranking System (HRS) scoring for the base. RCRA inspections were

conducted by DEP and EPA in October 1985, October 1986, and March and June 1988. A Quality Assurance Program Plan (QAPP) revision and an IRP, Phase II/IVA Final Work Plan were conducted by E.C. Jordan and dated September 1987 and October 1987 respectively; IRP Phase II Confirmation/Quantification Stage I Report compiled by Roy F. Weston, Inc. and dated January 1988 was also conducted.

A Preliminary Data Report for the Nose Dock (Aircraft Refueling) Construction Area and a Screening Analysis Report for the Disposal of Nose Dock Area Soils (Risk Assessment) was conducted by E.C. Jordan and dated July 22, 1988, and March 1989 respectively. A 1989 RCRA Facility Assessment conducted by Camp, Dresser, and McKee, EPA's Field Investigation Team (FIT) contractor; a Remedial Investigation Status Report for Base-wide IRP sites, dated May 1989, was conducted; and a June 1990 RCRA Waste Management Inspection was conducted by the EPA and DEP.

- 5.5 There are locations within Loring AFB where hazardous substances have been deposited, stored, placed or otherwise come to be located in accordance with CERCLA Section 101(9) and (14) 42 U.S.C. 9601(9) and (14). Additionally, there are locations within Loring AFB where there have been or may be releases into the environment of hazardous substances, pollutants, or contaminants at or from Loring AFB within the meaning of CERCLA, RCRA and applicable State law.

These locations consist of eighteen (18) Solid Waste Management Units (SWMU's), and seven (7) Areas of Concern (AOC) outlined in the 1989 RCRA Facility Assessment; a storage facility, the Defense Reutilization and Marketing Office (DRMO), located to the east of the Base's aircraft runway, which is currently operated by the Air Force and is regulated under the RCRA interim status program; and fourteen (14) IRP listed sites, together with at least four areas requiring additional study. These locations are more specifically identified in Appendix I.

- 5.6 The known Areas of Concern (as defined in Section 3.1 (d)) as of the effective date of this Agreement are listed below. After completion of the Supplemental Area of Concern Report (referenced in section 7.3(a)(4)), the Parties will determine if new locations should be designated as Areas of Concern for purposes of this Agreement. New Areas of Concern may be added to this Agreement at any time pursuant to Section 6.6.

Appendix II to this Agreement includes a map and a brief description of each AOC presently designated under this Agreement.



<u>AOC</u>	<u>NAME</u>
1	Landfill #1
2	Quarry Site
3	Flightline Drainage Ditch
4	Nose Dock Area
5	Flightline Area
6	Fuel Tank Farm
7	BX Service Station
8	Landfill No. 2
9	Landfill No. 3
10	Railroad Maintenance Site
11	Fire Dept. Training Area
12	Receiver Site
13	Underground Transformer Site
14	East Gate Waste Storage Tanks
15	Pumphouse 8210
16	Pumphouse 8270
17	Power Plant Drainage Pipe
18	Building 7600/Refueling Maintenance Area
19A&B	Fuel Drop Sites
20	Abandoned Radioactive Waste Sites
21	Building 7500/Vehicle Maintenance Area

- 5.7 The Air Force is the authorized delegatee of the President under Executive Order 12580 for receipt of notification of State ARARs required by CERCLA Section 121(d)(2)(A)(ii), 42 U.S.C. 9621 (d)(2)(A)(ii).
- 5.8 The authority of the Air Force to exercise the delegated removal authority of the President pursuant to CERCLA Section 104, 42 U.S.C. 9604 is not altered by this Agreement.
- 5.9 Loring AFB is a Federal Facility pursuant to Section 120(a) CERCLA, 42 U.S.C. 9620.
- 5.10 With respect to those releases and threatened releases at the Site, the Air Force is a responsible person within the meaning of CERCLA Section 107, 42 U.S.C. 9607.
- 5.11 The actions to be taken pursuant to this Agreement are reasonable and necessary to protect the public health, welfare or the environment.
- 5.12 For the purposes of this Agreement, the foregoing constitutes a summary of the findings upon which this Agreement is based. None of the facts related herein shall be considered an admission by any party, and 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.

## VI. WORK TO BE PERFORMED

- 6.1 The Parties agree to perform the tasks, obligations and responsibilities described in this Section in accordance with CERCLA and CERCLA guidance and policy; the NCP; pertinent provisions of RCRA and RCRA guidance and policy; E.O. 12580; applicable State laws and regulations; and all terms and conditions of this Agreement including documents prepared and incorporated in accordance with Section VII, Consultation with EPA and the State.
- 6.2 The Parties recognize that a significant amount of background information exists, and will be reviewed in developing the documents required by this Agreement. The Air Force need not halt currently ongoing work but may be obligated to modify or supplement work previously done to produce a final product which meets the requirements of this Agreement. It is the intent of the Parties to this Agreement that work done and data generated prior to the effective date of this agreement be utilized to the maximum extent feasible without violating ARARs or applicable guidance and policy and without risking significant technical errors.
- 6.3 The Air Force agrees 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:
- (a) Identification of all Areas of Concern at Loring AFB;
  - (b) Remedial Investigations of the Areas of Concern;
  - (c) Feasibility Studies for the Areas of Concern;
  - (d) All response actions, including Operable Units, for the Areas of Concern;
  - (e) Operation and maintenance of response actions at the Areas of Concern.

- 6.4 The Parties agree to:
- (a) Make their best efforts to expedite the initiation of response actions for the Areas of Concern, particularly for Operable Units;
  - (b) Carry out all activities under this Agreement so as to protect the public health, welfare and the environment.
- 6.5 Following finalization of an RI/FS pursuant to Section VII, Consultation with EPA and the State, the Air Force shall prepare and submit to EPA and the State proposed plans for Remedial Action alternatives and draft Records of Decision for Areas of Concern in accordance with Section 7.3. Notwithstanding the provisions of Section 7.9, if there is a disagreement on the final remedy to be selected, EPA retains authority, at its election, to make the final selection of the Remedial Actions for the Areas of Concern and to write the final Record of Decision to reflect that selection. Any final ROD written by EPA shall be submitted to the Air Force and the State for review and comment. Any comments shall be submitted to EPA within thirty (30) days following receipt of EPA's final ROD. EPA shall consider such comments and may revise the final ROD at its sole discretion. Any decision to modify or not modify a ROD written by EPA shall not be subject to dispute resolution.
- 6.6 It is understood and agreed by the Parties that any location on Loring AFB which is identified by any Party as an Area of Concern after the effective date of this Agreement will be added as an additional Area of Concern to this Agreement. Such Areas of Concern shall be added by Amendment to this Agreement pursuant to Section XXXVIII, Amendment or Modification of Agreement. Disputes relating to the addition of such an Area of Concern shall be subject to Section XIV, Dispute Resolution.
- 6.7 EPA and the State agree to provide the Air Force with guidance or reasonable assistance in gaining guidance relevant to the implementation of this Agreement.

## VII. CONSULTATION WITH EPA AND THE STATE

### 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 technical support notice, review, comment, and response to comments regarding RI/FS and RD/RA documents, specified herein as either primary or secondary documents. In accordance with CERCLA Section 120, 42 U.S.C. 9620, and 10 U.S.C. 2705, the Air Force will be responsible for issuing primary and secondary documents to EPA and the State unless otherwise agreed to by the Parties in writing. As of the effective date of this Agreement, all draft, draft final, and final reports for any deliverable document identified herein shall be prepared, distributed and subject to dispute in accordance with paragraphs 7.2 through 7.10 below. The designation of a document as "draft" or "final" is solely for purposes of consultation with EPA and the State 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 General Process for RI/FS and RD/RA Documents:

- (a) Primary documents include those reports, as specified in Section 7.3 below, that are major, discrete portions of RI/FS or RD/RA activities. Primary documents are initially issued by the Air Force in draft subject to review and comment by EPA and the State. Following receipt of comments on a particular draft primary document, the Air Force will respond to the comments received and issue a draft final primary document, which will be subject to dispute resolution. The draft final primary document will become the final primary document either forty-five (45) days after issuance of a draft final primary document if dispute resolution is not invoked, or as modified by decision of the dispute resolution process.
- (b) Secondary documents include those reports that are discrete portions of the primary documents and are typically input or feeder documents. Secondary documents are issued by the Air Force in draft subject to review and comment by EPA and the State. Although the Air Force will respond to comments received, the draft secondary documents may be finalized in the context of the corresponding primary documents. A secondary document may be disputed at the time the corresponding draft final document is issued.

7.3 Primary Reports:

(a) The Air Force shall complete and transmit draft reports of the following Primary Documents to EPA and the State for review and comment in accordance with the provisions of this Section:

- 1) Area of Concern Screening Process Review and Evaluation Work Plan
- 2) Area of Concern Screening Process Review and Evaluation Report
- 3) Supplemental Area of Concern Work Plan (to be developed if Report in Section 7.3(a)(2) above shows that additional investigation for AOCs is appropriate)
- 4) Supplemental Area of Concern Report (required if Section 7.3(a)(3) above applies)

(b) The Air Force shall complete and transmit draft reports of the following primary documents to EPA and the State for review and comment for each RA or CU (operable unit) in accordance with the provisions of this Section:

- 1) Scope(s) of Work
- 2) RI/FS Work Plans, including Pilot Testing, Sampling and Analysis Plans and Quality Assurance Project Plans; and
- 3) Community Relations Plan (may be amended as appropriate to address RAs or OUs, operable units)
- 4) RI Reports (including Risk Assessments)
- 5) FS Reports (including Detailed Analysis of Alternatives)
- 6) Proposed Plans
- 7) Records of Decisions (RODs) (including no-action decisions)
- 8) Sixty Percent (60%) Remedial Design (RD)
- 9) Final Remedial Design (RD)

- (b) Unless the Parties mutually agree to another time period, all draft reports shall be subject to a forty-five (45) day period for review and comment. Review of any document by EPA and the State may concern all aspects of the report (including completeness) and should include, but is not limited to, technical evaluation of any aspect of the document, and consistency with CERCLA, the NCP, and any pertinent guidance or policy issued by EPA and with applicable State law. At the request of any project manager, and to expedite the review process, the Air Force shall make an oral presentation of the report to the parties at the next scheduled meeting of the project managers following transmittal of the draft report or within fourteen (14) days following the request, whichever is sooner. Comments by the EPA and the State shall be provided with adequate specificity so that the Air Force may respond to the comment and, if appropriate, make changes to the draft report. Comments shall refer to any pertinent sources of authority or references upon which the comments are based, and upon request of the Air Force, the EPA and the State shall provide a copy of the cited authority or reference. EPA or the State may extend the forty-five (45) day comment period for an additional twenty (20) days by written notice to the Air Force prior to the end of the forty-five (45) day period. On or before the close of the comment period, EPA and the State shall transmit by next day mail or equivalent their written comments to the Air Force. Time limitations shall commence upon receipt.
- (c) Representatives of the Air Force shall make themselves (and their contractor if appropriate) readily available to EPA and the State during the comment period for purposes of informally responding to questions and comments on draft reports. Oral comments made during such discussions need not be the subject of a written response by the Air Force on the close of the comment period.
- (d) In commenting on a draft report which contains a proposed ARAR determination, EPA and the State shall include a reasoned statement of whether they object to any portion of the proposed ARAR determination. To the extent that EPA or the State does object, it shall explain the basis for the objection(s) in detail and shall identify any ARARs which it believes were not properly addressed in the proposed ARAR determination.

- (e) Following the close of the comment period for a draft report, the Air Force shall give full consideration to all written comments on the draft report submitted during the comment period. Within fifteen (15) days following the close of the comment period on a draft secondary report or draft primary report, the Parties shall hold a meeting to discuss all comments received. Within forty-five (45) days of the close of the comment period on a draft secondary report, the Air Force shall transmit to EPA and the State, its written response to comments received within the comment period. Within forty-five (45) days of the close of the comment period on a draft primary report, the Air Force shall transmit to EPA and the State a draft final primary report which shall include the Air Force response to all written comments, received within the comment period. While the resulting draft final report shall be the responsibility of the Air Force it shall be the product of consensus to the maximum extent possible.
- (f) The Air Force may extend the forty-five (45) day period for either responding to comments on a draft report or for issuing the draft final primary report for an additional twenty (20) days by providing written notice to EPA and the State prior to the expiration of the forty-five (45) day period. In appropriate circumstances, this time period may be further extended in accordance with Section XVI, Extensions, hereof.

7.8 Availability of Dispute Resolution for Draft Final Primary Documents:

- (a) Dispute resolution shall be available to the Parties for draft final primary reports as set forth in Section XIV, Dispute Resolution.
- (b) When dispute resolution is invoked on a draft final primary report, work may be stopped in accordance with the procedures set forth in Section XIV, Dispute Resolution, regarding dispute resolution.

7.9 Finalization of Reports: The draft final primary report shall serve as the final primary report if no party invokes dispute resolution regarding the document or, if invoked, at the completion of the dispute resolution process should the Air Force's position be sustained.

If the Air Force's determination is not sustained in the dispute resolution process, the Air Force shall prepare, within not more than forty-five (45) days, a revision of the



- 10) Remedial Action Work Plan (to include schedules for RA, Operation and Maintenance Plans, Construction Quality Assurance Plan, and Contingency Plan)
- (c) Only the draft final reports for the primary documents identified above shall be subject to dispute resolution. The Air Force shall complete and transmit draft primary documents in accordance with the timetable and deadlines established in Section XV, Deadlines, of this Agreement. Primary documents may include target dates for subtasks as provided in Section 7.4. The purpose of target dates is to assist the Air Force in meeting deadlines, but target dates do not become enforceable by their inclusion in the primary documents and are not subject to Section XV, Deadlines, Section XVI, Extensions, and Section XXXI, Enforceability.

#### 7.4 Secondary Documents:

- (a) The Air Force shall complete and transmit draft reports for the following secondary documents to EPA and the State for review and comment for each RA or OU (operable unit) and in accordance with the provisions of this Section:
- 1) Initial Remedial Action/Data Quality Objectives
  - 2) Site Characterization Summaries
  - 3) Initial Screening of Alternatives
  - 4) Sampling and Data Results
  - 5) Treatability Studies
  - 6) Thirty Percent (30%) Remedial Design
  - 7) Post Screening Investigation Work Plans
- (b) Although EPA and the State may comment on the draft reports for the secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Section 7.2 hereof. Target dates shall be established for the completion and transmission of draft secondary reports, by the Project Managers. The Project Managers also may agree upon additional secondary documents that are within the scope of the listed primary reports.

7.5 Meetings of the Project Managers on Development of Reports: The Parties Project Managers shall meet approximately every thirty (30) 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. Prior to preparing any draft report specified in Sections 7.3 and 7.4 above, the Project Managers shall meet to discuss the report results in an effort to reach a common understanding, to the maximum extent practicable, with respect to the results to be presented in the draft reports.

7.6 Identification and Determination of Potential ARARs:

(a) For those primary reports or secondary documents that consist of, or include ARAR determinations, prior to the issuance of a draft report, the Project Managers shall meet to identify and propose, to the best of their ability, all potential ARARs pertinent to the report being addressed including any permitting requirements which may be a source of ARARs. The State shall identify all potential State ARARs as early in the remedial process as possible consistent with the requirements of CERCLA Section 121, 42 U.S.C. 9621, and the NCP. The Air Force shall consider any written interpretation of ARARs provided by the State. Draft ARAR determinations shall be prepared by the Air Force in accordance with CERCLA Section 121(d)(2), 42 U.S.C. 9621(d)(2), the NCP and pertinent guidance issued by EPA that is consistent with CERCLA and the NCP.

(b) 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 an Area of Concern, the particular actions proposed as a remedy and characteristics of an Area of Concern. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be re-examined throughout the RI/FS process until a ROD is issued.

7.7 Review and Comment on Draft Report:

(a) The Air Force shall complete and transmit each draft primary report to EPA and the State on or before the corresponding deadline established for the issuance of such reports. The Air Force shall complete and transmit each secondary document in accordance with the target dates established for the issuance of such reports.

draft final report which conforms to the results of dispute resolution. In appropriate circumstances, the time period for this revision period may be extended in accordance with Section XVI, Extensions, hereof.

- 7.10 Subsequent Modifications of Final Reports and additional work: Following finalization of any primary report pursuant to paragraph 7.9 above, any Party to the Agreement may seek to modify the report, including seeking additional field work, pilot studies, computer modeling or other supporting technical work, only as provided in subparagraphs (a) and (b) below.
- (a) Any Party may seek to modify a report after finalization if it determines, based on new information (i.e., information that became available, or conditions that became known, after the report was finalized) that the requested modification is necessary. Any Party may seek such a modification by submitting a concise written request to the Project Managers of the other Parties. 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 report shall be required only upon 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 the public health, welfare or the environment in evaluating the selection of remedial alternatives, or in protecting human health and the environment.
  - (c) Nothing in this section shall alter EPA's or the State's ability to request the performance of additional work which was not contemplated by this Agreement. The Air Force's obligation to perform such work must be established by either a modification of a report or document or by an amendment to this Agreement.

## VIII. PROJECT MANAGERS

- 8.1 Prior to the effective date of this Agreement, the Parties have each designated a Project Manager. The Project Managers shall be responsible for assuring implementation of the RI/FS and RD/RA in accordance with the terms of this Agreement. Communications among all Parties on all documents, including reports, comments, and other correspondence concerning the activities performed pursuant to this Agreement, shall be directed through the Project Managers, or his/her designee.
- 8.2 The Project Managers shall meet to discuss progress as described in Section 7.5. Although the Air Force has ultimate responsibility for meeting its respective timetable and deadlines or schedule, the Project Managers shall endeavor to assist in this effort by scheduling meetings to address documents, reviewing reports, overseeing the performance of environmental monitoring at Loring AFB, reviewing RI/FS or RD/RA progress, and attempting to resolve disputes informally. At least one week prior to each scheduled meeting, the Air Force 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 meeting, with the meeting agenda and all documents discussed during the meeting (which were not previously provided) as attachments, shall constitute a meeting report, which will be sent to all Project Managers within ten (10) business days after the meeting ends. If an extended period occurs between Project Manager meetings, the Project Managers may agree that the Air Force shall prepare an interim report and provide it to the other Parties. The report shall include the information that would normally be discussed in a meeting of the Project Managers.
- 8.3 A Project Manager may also recommend and request minor field modifications to the work performed pursuant to this Agreement, which are necessary to the completion of the project. The minor field modifications proposed under this Section must be approved orally by each Project Manager to be effective. No such work modifications can be so implemented if an increase in contract cost will result without the authorization of the Air Force Contracting Officer. If agreement cannot be reached on the proposed additional work or modification to work, the Party proposing such work or modification may request such work or modification pursuant to Section 7.10 hereof. Within five (5) business days following a modification made pursuant to this Section, 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 Project Managers.

- 8.4 Each Project Manager shall be responsible for assuring that all communications received from the other Project Managers are appropriately disseminated to and processed by the Party which each represents.
- 8.5 When work is being done, the Project Manager for the Air Force shall be physically present on-site or reasonably available to supervise work performed at each Area of Concern. The Parties shall make their Project Managers reasonably available to the others for the pendency of this Agreement. The Air Force Project Manager shall have all the authority vested in the on-scene coordinator and Remedial Project Manager by the NCP. The absence of the State or EPA Project Managers from the Areas of Concern shall not be cause for work stoppage or delay.
- 8.6 Nothing in this Section shall be construed to interfere with or alter the internal organization or procedures of a Party, including, without limitation, signature authority.
- 8.7 The Parties shall transmit primary and secondary documents and all notices required herein by next day mail, hand delivery, facsimile or certified letter. Time limitations shall commence upon receipt. The Air Force shall provide to EPA ten (10) copies and the State six (6) copies of primary and secondary documents.
- 8.8 Notice to the Parties shall be provided under this Agreement to their respective Project Managers at the following addresses:

(a) For the Air Force:

Mr. David Russell  
42 CES/DEVP  
Loring AFB, ME 04751

(b) For the EPA:

Ms. Johanna Hunter  
Remedial Project Manager  
Region I, HAN-CAN 1  
J.F. Kennedy Federal Building  
Boston, MA 02203-2211

(c) For the State:

Mr. Mark Fisher  
Project Manager  
Division of Site Inspection and Remediation  
Bureau of Oil and Hazardous Materials Control  
State House, Station #17  
Augusta, ME 04333

8.9 The Parties may change their respective Project Managers. Such change shall be accomplished by notifying the other Parties in writing within five (5) days of the change.

## IX. QUARTERLY PROGRESS REPORTS

- 9.1 The Air Force shall provide quarterly written progress reports to EPA and the State unless otherwise agreed to by the Parties. At a minimum these progress reports shall:
- (a) Describe actions taken pursuant to this Agreement;
  - (b) Include all results of sampling, tests, and all other data (or summary thereof) received or generated and verified by the Air Force during the reporting period;
  - (c) 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
  - (d) 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 an upcoming quarter and any steps that were taken to alleviate the delays or problems.
- 9.2 Each previous quarter's report shall be submitted to EPA and the State on or before January 20, April 20, July 20, October 20 of each year.

## X. ACCESS

- 10.1 Without limiting any authority conferred on EPA or the State by statute or regulation, EPA and the State (and/or their authorized representatives) shall have authority, upon reasonable notice to enter Loring AFB or any Area of Concern at all reasonable times for purposes consistent with the provisions of the Agreement. Such access shall include, but not be limited to: (1) inspecting records, operating logs, contracts and other documents relevant to implementation of this Agreement; (2) inspecting field activities of the Air Force and its contractors relevant to this Agreement, to assure that the activities of the Air Force, its contractors and lessees in implementing this Agreement are carried out in compliance with the terms of this Agreement; (3) conducting such tests (including sampling) as EPA and the State Project Managers deem necessary; and (4) verifying the data submitted to EPA and the State by the Air Force. EPA and the State shall provide reasonable notice to the Air Force Project Manager and the Air Force shall honor all reasonable requests for such access by EPA and the State; however, such access shall be obtained in conformance with any statutory or Air Force regulatory requirements, and in a manner which minimizes interference with any military operations at Loring AFB.
- 10.2 Upon denying any aspect of access, the Air Force shall provide an explanation within seventy-two (72) hours of the reason for the denial and to the extent possible, provide a recommendation for accommodating the requested access in an alternate manner.
- 10.3 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 the national security.
- 10.4 If EPA or the State obtains any samples, before leaving Loring AFB or an Area of Concern, they shall give the Air Force Project Manager, or his/her designated representative, a receipt describing the sample obtained, and, if requested and to the extent practicable, a portion of each such sample. A copy of the results of any analysis made of such samples shall be provided to all Parties.
- 10.5 To the extent that access is required to areas presently owned by or leased to persons or entities other than the Air Force, including other branches of the Department of Defense or the State in order to carry out activities under this Agreement, the Air Force agrees to exercise its best efforts and authorities to obtain access pursuant to Section 104(e), 42 U.S.C. 9604(e), of CERCLA from the present owners and/or



lessees within a time period sufficient to meet any schedules established under this Agreement for such activities, but in any event sixty (60) calendar days after identification of the need for such access. The Air Force shall use its best efforts to obtain access agreements which shall provide reasonable access to EPA and the State and/or their authorized representatives. "Best efforts" for the purposes of this section shall include, but not be limited to, taking all reasonable steps to identify and locate such owners and lessees and making attempts to obtain access agreements from the owners and lessees of all areas which access is needed under this Agreement.

- 10.6 With respect to property referred to in Section 10.5 above, 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 if practicable be conditioned upon (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, and (ii) that the owners of any such property shall notify the Air Force, EPA and the State by certified mail, at least thirty (30) days prior to any conveyance of an interest in the property, of the property owner'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.
- 10.7 In the event that access is not obtained within the sixty (60) day time period set forth in Section 10.5, within fifteen (15) days after the expiration of the sixty (60) day period, the Air Force shall notify the EPA and the State regarding the lack of, and efforts to obtain, such access agreements. Within fifteen (15) days of such notice, the Air Force shall propose modifications (pursuant to Sections 7.10 and 8.3 of this Agreement) which are appropriate due to its inability to obtain access.
- 10.8 All Parties with access to Loring AFB under this section shall comply with all applicable health and safety plans. Implementation of health and safety plans during activities under this Agreement shall be the responsibility of the Air Force and its contractors.

## XI. DATA AND DOCUMENT AVAILABILITY

- 11.1 All Parties shall make available all sampling results, test results or other data generated through the implementation of this Agreement to the other Parties. If data validation is not completed within sixty (60) days after the last sample of a discreet sampling event has been taken, upon request by any Party, the Sampling Party shall request the unvalidated data or results and shall forward such data or results to the other Parties within five (5) working days after receipt of such data or results by the Sampling Party.
- 11.2 At the request of any Party, the other Parties shall allow, to extent practicable, split or duplicate samples to be taken in connection with any samples collected pursuant to the implementation of this Agreement. The Air Force shall notify EPA and the State not less than fourteen (14) days in advance of any scheduled sample collection activity and the other Parties shall use their best efforts to provide equivalent notice to the Air Force, to the extent practicable.
- 11.3 If preliminary analysis indicates a potential imminent and substantial endangerment to the public health, all Project Managers shall be immediately notified.

## XII. PERMITS

- 12.1 The Air Force shall be responsible for obtaining any Federal, State and local permits which may be necessary for the performance of work under this Agreement.
- 12.2 The Parties recognize that under Sections 121(d) and 121(e)(1) of CERCLA, 42 U.S.C. 9621(d) and 9621(e)(1), and the NCP, portions of the response actions called for by this Agreement and conducted entirely on Loring AFB are exempt from the procedural requirement to obtain Federal, State, or local permits. All activities must, however, comply with all the applicable or relevant and appropriate federal and state standards, requirements, criteria, or limitations which would have been included in any such permit.
- 12.3 Section 12.2 above is not intended to relieve the Air Force from the requirement(s) of obtaining a permit whenever it proposes a response action involving either the shipment or movement of a hazardous substance, pollutant, or contaminant off-site, or the conduct of a response action off-site.
- 12.4 The Air Force shall notify EPA and the State in writing of any permits required for any activities it plans to undertake off-site as soon as it becomes aware of the requirement. The Air Force shall apply for any such permits and upon request provide EPA and the State copies of any such permits.
- 12.5 During any appeal by any Party of any permit required to implement this Agreement or during review of any proposed modification(s), the Air Force shall continue to implement those portions of this Agreement which can be reasonably implemented independent of final resolution of the permit issue(s) under appeal. However, as to work that cannot be so implemented, any corresponding timetable, deadlines, and schedule will be subject to Section XVI, Extensions, of this Agreement.

### XIII. REMOVAL AND EMERGENCY ACTIONS

- 13.1 Discovery and Notification: If any Party discovers or becomes aware of an emergency or other situation that may present an endangerment to public health, welfare or the environment at or near Loring AFB, which is related to or may affect the work performed under this Agreement, that Party shall immediately orally notify all other Parties. If the emergency arises from activities conducted pursuant to this Agreement, the Air Force shall then take immediate action to notify the appropriate Federal, State and local agencies and affected members of the public.
- 13.2 Work Stoppage: In the event any Party determines that activities conducted pursuant to this Agreement will cause or otherwise be threatened by a situation described in Section 13.1, 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 Section 14.9.
- 13.3 Removal Actions:
- (a) The provisions of this Section shall apply to all removal actions as defined in CERCLA Section 101(23), 42 U.S.C. 9601(23) including all modifications to, or extensions of, the ongoing removal actions, and all new removal actions proposed or commenced following the effective date of this Agreement.
  - (b) Any removal actions conducted at Loring AFB shall be conducted in a manner consistent with this Agreement, CERCLA, the NCP and E.O. 12580.
  - (c) Nothing in this Agreement shall alter the Air Force's authority with respect to removal actions conducted pursuant to CERCLA, Section 104, 42 U.S.C. 9604.
  - (d) Nothing in this Agreement shall alter any authority the State or EPA may have with respect to removal actions conducted at Loring AFB and to seek reimbursement therefore.
  - (e) All reviews conducted by EPA and the State pursuant to 10 U.S.C. 2705(b)(2) will be expedited so as not to unduly jeopardize fiscal resources of the Air Force for funding the removal actions.

- (f) If a Party determines that there may be an endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance, pollutant or contaminant at or from Loring AFB, including but not limited to discovery of contamination of a drinking water well at concentrations that exceed any State or federal drinking water action level or standards, the Party may request that the Air Force take such response actions as may be necessary to abate such danger or threat and to protect the public health or welfare or the environment. The Air Force shall provide a written response to any such request within seventy-two (72) hours of receipt. Such actions might include provision of alternative drinking water supplies or other removal actions listed in CERCLA Section 101(23) or (24), or such other relief as the public interest may require.

#### 13.4 Notice and Opportunity to Comment:

- (a) The Air Force shall provide the other Parties with timely notice and opportunity to review and comment upon any proposed removal action for Loring AFB, in accordance with 10 U.S.C. 2705(a) and (b). The Air Force agrees to provide the information described below pursuant to such obligation.
- (b) For emergency removal actions, the Air Force shall provide EPA and the State with notice in accordance with Section 13.1. Such oral notification shall, except in the case of extreme emergencies, include adequate information concerning the background of the location of the proposed removal action, threat to the public health and welfare or the environment (including the need for response), proposed actions and costs (including a comparison of possible alternatives, means of transportation of any hazardous substances off-site, and proposed manner of disposal), expected change in the situation should no action be taken or should action be delayed (including associated environmental impacts), any important policy issues, and the Air Force On-Scene Coordinator recommendations. Within five (5) days of completion of the emergency action, the Air Force will furnish EPA and the State with an Action Memorandum addressing the information provided in the oral notification, and any other information required pursuant to CERCLA and the NCP, and in accordance with pertinent EPA guidance, for such actions.

- (c) For other removal actions, the Air Force will provide EPA and the State with any information required by CERCLA, the NCP, and in accordance with pertinent EPA guidance, such as the Action Memorandum, the Engineering Evaluation/Cost Analysis (in the case of non-time-critical removals) and, to the extent it is not otherwise included, all information required to be provided in accordance with paragraph (b) of this Section. Unless otherwise agreed to by the Project Managers such information shall be furnished at least forty-five (45) days before the removal action is to begin.
- (d) All activities related to ongoing removal actions shall be reported by the Air Force in the progress reports as described in Section VIII, Project Managers.

13.5 Any dispute among the Parties as to whether a non-emergency action proposed under this section is properly considered a removal action, as defined by CERCLA Section 101(23), 42 U.S.C. 9601(23), or as to the consistency of such a removal action with final remedial action, shall be resolved pursuant to Section XIV, Dispute Resolution. Such dispute may be brought directly to the Dispute Resolution Committee (DRC) or the Senior Executive Committee (SEC) at any Party's request.

#### XIV. DISPUTE RESOLUTION

- 14.1 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.
- 14.2 Within thirty (30) days after: (1) the issuance of a draft final primary document pursuant to Section VII, Consultation with EPA and the State, or (2) any action which leads to or generates a dispute, the disputing Party shall submit to the other Parties a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute and technical, legal or factual information the disputing Party is relying upon to support its position.
- 14.3 Prior to any Party's issuance of a written statement of dispute, the disputing Party shall engage the other Parties in informal dispute resolution between the Project Managers and/or their immediate supervisors. During this informal dispute resolution period, the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute.
- 14.4 The Dispute Resolution Committee (DRC) will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. The Parties shall each designate one individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level (Senior Executive Service Air Force (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 State's representative on the DRC is the Director of the State Bureau of Oil and Hazardous Materials Control. The Air Force's designated member is the Director of Environmental Management, Headquarters, Strategic Air Command, or his/her designated representative. 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 VIII, Project Managers.
- 14.5 Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) days to unanimously resolve the dispute and issue a written decision 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.

14.6 The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The EPA representative on the SEC is the Regional Administrator of EPA's Region I. The State representative on the SEC is the Maine Commissioner of the Department of Environmental Protection. The Air Force representative on the SEC is the Deputy Assistant Secretary of the Air Force for Environment, Safety and Occupational Health. The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a written decision signed by all Parties. If unanimous resolution of the dispute is not reached within twenty-one (21) days, EPA's Regional Administrator shall issue a written position on the dispute. The Air Force or the State of Maine 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 escalation period, the Party shall be deemed to have agreed with the Regional Administrator's written position with respect to the dispute.

- 14.7 A. Upon escalation of a dispute to the Administrator of EPA pursuant to paragraph 14.6 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 Air Force Secretariat Representative and the Commissioner of the Maine Department of Environmental Protection to discuss the issue(s) under dispute. Upon resolution, the Administrator shall provide the other parties with a written final decision setting forth 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.
- B. The State of Maine reserves its right to maintain an action under CERCLA Section 121 (f)(3)(b), 42 U.S.C. 9621(f)(3)(B) to challenge the selection of a remedial action that does not attain a legally applicable or relevant and appropriate standard, requirement, criteria or limitation.



- 14.8 The pendency of any dispute under this section shall not affect the Air Force's responsibility for timely performance of the work required by this Agreement, except that the time period for completion of work affected by such dispute shall be extended for a period of time usually not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement, which are not affected by the dispute, shall continue and be completed in accordance with the applicable schedule.
- 14.9 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 human health or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process. The State may request the EPA Division Director to order work stopped for the reasons set forth above. To the extent possible, the Parties seeking a work stoppage shall consult with the other Parties 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 Party ordering the work stoppage to discuss the work stoppage. Following this meeting, and further consideration of the issues, the EPA Division Director will issue, in writing, a final decision with respect to the work stoppage. The final written decision of the EPA Division Director may immediately be subjected to formal dispute resolution. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of the Party requesting dispute resolution.
- 14.10 Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this part, the Air Force shall incorporate the resolution and final determination into the appropriate plan, schedule or procedures and proceed to implement this Agreement according to the amended plan, schedule or procedures.
- 14.11 Resolution of a dispute pursuant to this section of the Agreement constitutes a final resolution of 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.

## XV. DEADLINES

15.1 The Parties agree to the deadlines set forth below and in Appendix III for completion of the following draft primary documents for the Areas of Concern identified in Section 5.6 and Appendix II to this Agreement:

	<u>Document</u>	<u>Deadline</u>
(a)	Scope(s) of Work	August 31, 1990
(b)	RI/FS Work Plan(s) for Areas of Concern 1-14, including Pilot Testing, Sampling and Analysis Plans, and Quality Assurance Project Plans (QAPPs)	January 3, 1991
(c)	RI/FS Work Plan(s) for Areas of Concern 15-21, including Pilot Testing, Sampling and Analysis Plans, and Quality Assurance Project Plans (QAPPs)	August 1, 1991
(d)	RI Reports (including Risk Assessments)	see Appendix III
(e)	FS Reports (including Detailed Analysis of Alternatives)	see Appendix III
(f)	Proposed Plans	see Appendix III
(g)	Records of Decisions (RODs) (including no-action decisions)	see Appendix III

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

- (a) Area of Concern Screening Process Review and Evaluation Work Plan

- (b) Area of Concern Screening Process Review and Evaluation Report
- (c) Supplemental Area of Concern Work Plan
- (d) Supplemental Area of Concern Report
- (e) Community Relations Plan (may be amended as appropriate to address RAs and OUs)

These deadlines shall be proposed, finalized and published for public comment in accordance with Section 15.5 below.

15.3 Within twenty-one (21) days of issuance of the Record of Decision for an OU, the Air Force shall propose deadlines for completion of the following draft primary documents:

- (a) Sixty Percent (60%) Remedial Design (RD)
- (b) Final Remedial Design (RD)
- (c) Remedial Action Work Plan (to include schedules for RA, Operation and Maintenance Plans, Construction Quality Assurance Plan, and Contingency Plan)

These deadlines shall be proposed, finalized and published for public comment in accordance with Section 15.5 below.

15.4 For any Area of Concern not identified as of the effective date of this Agreement, the Air Force shall propose deadlines for all documents listed in Section 15.1 within twenty-one (21) days of agreement on the addition of a proposed Area of Concern by all Parties. Within fifteen (15) days of receipt of the proposed deadlines, EPA and the State shall review and provide comments to the Air Force regarding the proposed deadlines. Within fifteen (15) days following receipt of comments, the Air Force shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed deadlines. If the Parties agree on proposed deadlines, the finalized deadlines shall be incorporated into the appropriate Work Plans. If the Parties fail to agree on the proposed deadlines within fifteen (15) days of receipt by EPA and the State of the proposal reissued by the Air Force, the matter shall immediately be submitted for dispute resolution pursuant to Section XIV, Dispute Resolution, of this Agreement. The final deadlines established pursuant to this paragraph shall be published by EPA and the State in accordance with Section XXVI of this Agreement, and shall become an appendix to this Agreement. It is the intent of the Parties that the draft ROD for any new Area of Concern

should be delivered within thirty (30) months of the initiation of RI/FS work.

- 15.5 The deadlines set forth in this Section XV and in Appendix III, or to be established as set forth in this Section, may be extended pursuant to Section XVI, Extensions, of this Agreement. The Parties recognize that one possible basis for extension of the deadlines for completion of the Reports is the identification of significant new conditions during the performance of the remedial investigation.

## XVI. EXTENSIONS

- 16.1 Either a timetable and deadline or a schedule shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension by the Air Force shall be submitted in writing and shall specify:
- (a) The timetable and deadlines or the schedule that is sought to be extended;
  - (b) The length of the extension sought;
  - (c) The good cause(s) for the extension; and
  - (d) Any related timetable and deadlines or schedule that would be affected if the extension were granted.
- 16.2 Good cause exists for an extension when sought in regard to:
- (a) An event of Force Majeure;
  - (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 another timetable and deadlines or schedule; and
  - (e) Any other event or series of events mutually agreed to by the Parties as constituting good cause.
- 16.3 Absent agreement of the Parties with respect to the existence of good cause pursuant to Section 16.2 above, the Air Force may seek and obtain determination through the dispute resolution process that good cause exists.
- 16.4 Within seven (7) days of receipt of a request for an extension of a timetable and deadlines or a schedule, EPA and the State shall advise the Air Force in writing of their respective positions on the request. Any failure by EPA and the State to respond within the seven (7) day period shall be deemed to constitute concurrence in the request for extension. If EPA or the State does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

- 16.5 If there is a consensus among the Parties that the requested extension is warranted, the Air Force shall extend the affected timetable and deadlines or schedule accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadlines or schedule shall not be extended except in accordance with the determination resulting from the dispute resolution process.
- 16.6 Within seven (7) days of receipt of a statement of nonconcurrence with the requested extension, the Air Force may invoke dispute resolution.
- 16.7 A timely and good faith request for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected timetable and deadlines or schedule until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, stipulated penalties may be assessed and may accrue from the date of the original timetable, deadlines or schedule as most recently extended. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to compel compliance with the timetable and deadline or schedule as most recently extended.

XVII. FORCE MAJEURE

17.1 A Force Majeure shall mean any event arising from causes beyond the control of the Air Force that causes a delay in or prevents the performance of any obligation under this Agreement, including but not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; inability to obtain, at reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approvals, permits or licenses due to action or inaction of any governmental agency or authority other than the Air Force; delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and insufficient availability of appropriated funds, if the Air Force shall have made a timely request for such funds as part of the budgetary process as set forth in Section XXIV, Funding, of this Agreement. Force Majeure shall also include any strike or other labor dispute, whether or not within control of the parties affected thereby. Force Majeure shall not include increased costs or expenses of response actions, whether or not anticipated at the time such response actions were initiated.

### XVIII. EXEMPTIONS

- 18.1 The obligation of the Air Force to comply with the provisions of this Agreement may be relieved by a Presidential order or exemption issued pursuant to the provisions of CERCLA Section 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.

The State reserves any statutory right it may have to challenge any Presidential Order relieving the Air Force of its obligations to comply with this Agreement.



## XIX. EPA CERTIFICATION

- 19.1 When the Air Force determines that any final remedial action, including any groundwater remediation, has been completed in accordance with the requirements of this Agreement for an OU and/or an Area(s) of Concern, it shall so advise EPA and the State in writing in a Project Closeout Report, and shall request from EPA certification that the remedial action(s) have been completed in accordance with the requirements of this Agreement. Within ninety (90) days of the receipt of the request for EPA certification, EPA in consultation with the State shall advise the Air Force in writing that:
- (a) EPA certifies that the remedial action has been completed in accordance with this Agreement based on conditions known at the time of certification; or
  - (b) EPA denies the Air Force's request for certification, stating in full the basis of the denial and describing the additional work needed to bring the remedial action into compliance with the terms and requirements of the primary documents relating to such remedial action.
- 19.2 When EPA acts upon the Air Force request for certification that a remedial action has been completed in accordance with this Agreement, the Air Force or the State may invoke dispute resolution to review EPA's determination on certification and/or the additional work needed. If EPA fails to respond within ninety (90) days of the Air Force's request for certification, such failure shall be treated as a denial of certification subject to dispute resolution pursuant to Section XIV of this Agreement.

XX. TERMINATION AND SATISFACTION

- 20.1 The provisions of this Agreement shall be deemed satisfied upon a consensus of the Parties that the Air Force has completed its obligations under the terms of this Agreement. Following EPA Certification of all remedial actions at the Site pursuant to Section XIX, EPA Certification, any Party may propose in writing the termination of this Agreement upon showing that the objectives of this Agreement have been satisfied. A Party opposing termination of this Agreement shall serve its objections upon the proposing Party within thirty (30) days of receipt of the proposal and if the Parties fail to agree within thirty (30) days, the dispute will be resolved pursuant to the provisions of Section XIV, Dispute Resolution; at the option of any Party, the dispute may be submitted directly to the DRC or the SEC.
- 20.2 Upon termination of this Agreement, the Party which proposed termination shall place a public notice announcing termination in two (2) local newspapers of general circulation.

## XXI. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

- 21.1 The Parties intend to integrate the Air Force CERCLA response obligations and RCRA corrective action obligations which relate to the release(s) of hazardous substances, hazardous wastes, pollutants or contaminants covered by this Agreement into this comprehensive Agreement. Therefore, the Parties intend that activities covered by this Agreement will achieve compliance with CERCLA, 42 U.S.C. 9601 et. seq; satisfy the corrective action requirements of RCRA Section 3004(u) and (v), 42 U.S.C. Section 6924(u) and (v), for RCRA permit, and RCRA Section 3008(h), 42 U.S.C. 6928(h) for interim status facilities; and to meet or exceed all applicable or relevant and appropriate Federal and State laws and regulations to the extent required by CERCLA Section 121, 42 U.S.C. 9621 and applicable state law.
- 21.2 Based upon the foregoing, the Parties intend that any remedial action selected, implemented and completed under this Agreement will be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further corrective action under RCRA (i.e., no further corrective action shall be required). The Parties agree that, with respect to releases of hazardous waste covered by this Agreement that are associated with Loring AFB, RCRA shall be considered an applicable or relevant and appropriate requirement pursuant to CERCLA Section 121, 42 U.S.C. 9621. Releases or other hazardous waste activities not covered by this Agreement remain subject to all applicable State and Federal environmental requirements.
- 21.3 The Parties recognize that the requirement to obtain permits for response actions undertaken pursuant to this Agreement shall be as provided for in CERCLA and the NCP. The Parties further recognize that ongoing hazardous waste management activities at Loring AFB may require the issuance of permits under Federal and State law. This Agreement does not affect the requirements, if any, to obtain such permits. However, if a permit is issued to the Air Force for on-going hazardous waste management activities at Loring AFB, EPA and the State shall reference and incorporate any appropriate provisions, including appropriate schedules (and the provision for extension of such schedules), of this Agreement into such permit. With respect to those portions of this Agreement incorporated by reference into permits, the Parties intend that judicial review of the incorporated portions shall, to the extent authorized by law, only be reviewed under the provisions of CERCLA.

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

## XXII. RESERVATION OF RIGHTS

- 22.1 Notwithstanding this section, or any other section of this Agreement, the State shall retain any statutory right it may have to obtain judicial review of any final decision of the EPA on selection of remedial actions pursuant to any authority the State may have including any authority it may have under CERCLA, Sections 113, 121(e)(2), 121(f) and 310, 42 U.S.C. 9613, 9621(e)(2), 9621(f) and 9659, except that the State expressly agrees to exhaust any applicable remedies provided in Section VII, Consultation with EPA and the State, and Section XIV, Dispute Resolution.
- 22.2 In the event that the Air Force receives an extension of a deadline or schedule pursuant to Section XVI based upon lack of funding, the State reserves the right to terminate all provisions in the Agreement affecting the State's rights and responsibilities, and the State may thereafter seek any appropriate relief upon providing ten (10) days notice of its intent to terminate to the other Parties.

### XXIII. OTHER CLAIMS

- 23.1 Nothing in this Agreement shall constitute or be construed as a bar or release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation, or any municipality, county, State or Agency or authority thereof not a signatory to this Agreement 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, or taken from Loring AFB. Unless specifically agreed to in writing by the Party to be bound, EPA and the State shall not be held as a party to any contract entered into by the Air Force to implement the requirements of this Agreement.
- 23.2 This Agreement does not constitute any decision or pre-authorization by EPA of funds under CERCLA Section 111(a)(2), 42 U.S.C. 9611(a)(2) for any person, agent, contractor or consultant acting for the Air Force.
- 23.3 Nothing in the Agreement shall affect any claims for natural resources damage assessments or for damage to natural resources.

#### XXIV. FUNDING

- 24.1 It is the expectation of Parties to this Agreement that all obligations of the Air Force arising under this Agreement will be fully funded. The Air Force agrees to seek sufficient funding through the DOD budgetary process to fulfill its obligation under this Agreement.
- 24.2 In accordance with CERCLA Section 120(e)(5)(B), 42 U.S.C. 9620(e)(5)(B), the Air Force shall include in each annual report to Congress the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.
- 24.3 Funds authorized and appropriated annually by Congress under the "Environmental Restoration, Defense" appropriation in the Department of Defense Appropriation Act and allocated by the DASD(E) to the Air Force will be the source of funds for activities required by this Agreement consistent with Section 211 of SARA, 10 U.S.C. Chapter 160. However, should the Environmental Restoration Defense appropriation be inadequate in any year to meet the Air Force CERCLA implementation requirements, the Department of Defense shall employ and the Air Force shall follow, a standardized DOD prioritization process which allocates that year's "Environmental Restoration, Defense" appropriation in a manner which maximizes the protection of human health and the environment. A standardized DOD prioritization model shall be developed and utilized with the assistance of EPA and the states.
- 24.4 Any requirement for the payment or obligation of funds, including stipulated penalties, by the Air Force established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.
- 24.5 If appropriated funds are not available to fulfill the Air Force obligations under this Agreement, EPA and the State reserve the right to initiate an action against any other person, or to take any response action, which would be appropriate absent this Agreement.

## XXV. COMMUNITY RELATIONS

- 25.1 The Parties agree to comply with all EPA and State public participation requirements in accordance with CERCLA, and consistent with the NCP and other applicable guidance. Community relations activities shall be conducted by the Air Force in consultation with EPA and the State during activities conducted at Loring AFB, as outlined in Section XVII, Consultation with EPA and the State.
- 25.2 The Air Force shall develop a community relations plan (CRP) pursuant to Section VII, Consultation with EPA and the State. The Air Force shall have primary responsibility for implementation of the CRP, subject to oversight by EPA and the State.
- 25.3 In accordance with requirements of CERCLA Section 117(d), 42 U.S.C. 9617(d), a public information repository shall be established at or near Loring AFB for public inspection. The Air Force shall place all primary documents as listed in Section XV, Deadlines, in the information repository upon finalization and release for comment. This repository may be maintained at the same location as the Administrative Record which will be located at or near Loring AFB pursuant to Section 25.5.
- 25.4 The Air Force shall establish and maintain an Administrative Record at two locations. The first location shall be at or near Loring AFB and the second location shall be at the EPA Records Center, 90 Canal Street, Boston, MA. The Administrative Record developed by the Air Force shall be updated and supplied to EPA and the State, and an index of documents shall accompany each update to the Administrative Record. EPA may furnish documents to the Air Force which the Air Force shall place in the Administrative Record file to ensure that the Administrative Record includes all documents that form the basis for the selection of the response action.
- 25.5 Except in cases of an emergency requiring the release of public information and except in the case of an enforcement action, any Party issuing any form of written public information with reference to any of the work required by this Agreement shall ensure that the other Parties have the opportunity to review and comment on the contents thereof, at least seventy-two (72) hours prior to finalization for issuance.



## XXVI. PUBLIC COMMENT ON THIS AGREEMENT

- 26.1 Within fifteen (15) days after the date that all Parties have executed this Agreement, the Air Force shall announce the availability of this Agreement to the public for a forty-five (45) day period to review and comment, including publication in two (2) local newspapers of general circulation. The procedures of 40 CFR Part 124.10(c) and Part 124.10(d) shall apply. Comments received shall be transmitted promptly to the other Parties after the end of the comment period. The Parties shall review such comments within thirty (30) days after the end of the comment period to determine whether or not modifications should be made in the Agreement.
- 26.2 If the Parties agree that the Agreement shall be made effective without any modifications, within fifteen (15) days after the end of the thirty (30) day comment review period EPA shall transmit a copy of the signed Agreement to the Air Force and the State and shall notify the Air Force and the State in writing that the Agreement is effective as of the date of the notification.
- 26.3 If the Parties agree that modifications are needed, they shall, within thirty (30) days after the end of the thirty (30) day comment review period, modify the Agreement and determine whether the modified Agreement requires additional public notice and comment. If the Parties determine that no additional notice and comment are required, EPA shall transmit a copy of the amendments or the modified Agreement to the Air Force and the State, and shall notify them in writing that the modified Agreement is effective as of the date of the notification. If the Parties determine that additional notice and comment are required, such additional notice and comment and review of any new comments shall be provided consistent with the provisions of this Section.
- 26.4 If, the Parties do not reach agreement on:
- (a) whether modifications to the Agreement are needed; or
  - (b) what modifications are needed; or
  - (c) whether additional public notice and comment are required,

the matters which are in dispute shall be resolved by the dispute resolution procedures of Section XIV, Dispute Resolution, except as otherwise provided in this Section 26.4. For the purpose of this Section, the SEC shall be the final level of the dispute resolution process. The Agreement

shall not be effective while the dispute resolution proceedings are underway. The Parties reserve the right to withdraw from the Agreement by providing written notice to the other Parties within twenty (20) days after receiving notice of the results of the dispute resolution proceedings. (The Air Force shall not invoke this provision as a result of deadlines being changed pursuant to public comment.) Failure by a Party to provide such a written notice of withdrawal within this twenty (20) day period shall act as a waiver of the right of the Party to withdraw from the Agreement. If no Party withdraws from the Agreement within this twenty (20) day period, EPA shall thereafter send a copy of the final Agreement to the Air Force and the State and notify them that the Agreement is effective as of the date of the notification.

26.5 This Section XXVI shall apply to amendments or modifications to this Agreement which are deemed significant pursuant to Section 36.3 hereof.

26.6 After finalization of the Agreement pursuant to this Section, EPA shall publish notice thereof in two (2) local newspapers of general circulation.

XXVII. PRESERVATION OF RECORDS

- 27.1 Notwithstanding 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 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 Party at least sixty (60) days prior to destruction of any such documents. Upon request by any Party, the requested Party shall make available such records or copies of such records, unless withholding is authorized and determined appropriate by law.
- 27.2 All such records and documents shall be preserved for a period of ten (10) years following the termination of any judicial action regarding the work performed under this Agreement.

### XXVIII. FIVE YEAR REVIEW

- 28.1 Consistent with CERCLA Section 121(c), 42 U.S.C. 9621(c) and in accordance with this Agreement, if the selected remedial action(s) results in any hazardous substance, pollutants or contaminants remaining at Loring AFB, the Parties shall review the remedial action program for Loring AFB at least every five (5) years after the initiation of the final remedial action to assure that human health and the environment are being protected by the remedial action being implemented.
- 28.2 If upon such review, it is the conclusion of the Parties that additional action or modification of remedial action is appropriate at an Operable Unit and/or Area of Concern in accordance with CERCLA Sections 104 and 106, 42 U.S.C. 9604 or 9606, the Air Force shall implement such additional or modified action as agreed upon by the Parties.
- 28.3 Any dispute by the Parties regarding need for or the scope of additional action or modification to a remedial action shall be resolved under Section XIV, Dispute Resolution, of this Agreement.
- 28.4 Any additional action or modification agreed upon pursuant to this section shall be made a part of this Agreement.

XXIX. RESERVATION OF RIGHTS FOR RECOVERY OF EPA EXPENSES

29.1 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.

**XXX. RECOVERY OF STATE OVERSIGHT COSTS  
OR STATE SUPPORT SERVICES**

- 30.1 The Air Force agrees to request funding and reimburse the State, subject to the conditions and limitations set forth in this Section, and subject to Section XXIV, Funding, for all reasonable costs it incurs in providing services in direct support of the Air Force's environmental restoration activities pursuant to this Agreement at the Site.
- 30.2 Reimbursable expenses shall consist only of actual expenditures required to be made and actually made by the State in providing the following assistance to Loring AFB:
- (a) Timely technical review and substantive comment on reports or studies which the Air Force prepares in support of its response actions and submits to the State.
  - (b) Identification and explanation of unique State requirements applicable to military installations in performing response actions, especially State applicable or relevant and appropriate requirements (ARARs).
  - (c) Field visits to ensure investigations and cleanup activities are implemented in accordance with appropriate State requirements, or in accordance with agreed upon conditions between the State and the Air Force that are established in the framework of this Agreement.
  - (d) Support and assistance to the Air Force in the conduct of public participation activities in accordance with federal and State requirements for public involvement.
  - (e) Participation in the review and comment functions of Air Force Technical Review Committees.
  - (f) Other services specified in this Agreement.
- 30.3 Within ninety (90) days after the end of each quarter of the Federal fiscal year, the State shall submit to the Air Force an accounting of all State costs actually incurred during that quarter in providing direct support services under this Section. Such accounting shall be accompanied by cost summaries and be supported by documentation which meets federal auditing requirements. The summaries will set forth employee-hours and other expenses by major type of support service. All costs submitted must be for work directly related to implementation of this Agreement and not

inconsistent with either the National Contingency Plan (NCP) or the requirements described in OMB Circulars A-87 (Cost Principles for State and Local Governments) and A-128 (Audits for State and Local Cooperative Agreements with State and Local Governments) and Standard Forms 424 and 270. The Air Force has the right to audit cost reports used by the State to develop the cost summaries. Before the beginning of each fiscal year, the State shall supply a budget estimate of what it plans to do in the next year in the same level of detail as the billing documents.

- 30.4 Except as allowed pursuant to Sections 30.5 or 30.6 below, within ninety (90) days of receipt of the accounting provided pursuant to Section 30.3 above, the Air Force shall reimburse the State in the amount set forth in the accounting.
- 30.5 In the event the Air Force contends that any of the costs set forth in the accounting provided pursuant to Section 30.3 above are not properly payable, the matter shall be resolved through a bilateral dispute resolution process set forth at Section 30.9 below.
- 30.6 The Air Force shall not be responsible for reimbursing the State for any costs actually incurred in the implementation of this Agreement in excess of one percent (1%) of the Air Force total lifetime project costs incurred through construction of the remedial action(s). This total reimbursement limit is currently estimated to be a sum of \$1,100,000 over the life of the Agreement. Circumstances could arise whereby fluctuations in the Air Force estimates or actual final costs through the construction of the final remedial action creates a situation where the State receives reimbursement in excess of one percent of these costs. Under these circumstances, the State remains entitled to payment for services rendered prior to the completion of a new estimate if the services are within the ceiling applicable under the previous estimate.
- (a) Funding of support services must be constrained so as to avoid unnecessary diversion of the limited Defense Environmental Restoration account funds available for the overall cleanup, and
  - (b) Support services should not be disproportionate to overall project costs and budget.
- 30.7 Either the Air Force or the State may request, on the basis of significant upward or downward revisions in the Air Force's estimate of its total lifetime costs through construction used in Section 30.6 above, a renegotiation of the cap. Failing an agreement, either the Air Force or the

State may initiate dispute resolution in accordance with Section 30.9 below.

- 30.8 The State agrees to seek reimbursement for its expenses solely through the mechanism established in this Section, and reimbursement provided under this Section shall be in settlement of any claims for State response costs relative to the Air Force's environmental restoration activities at the Site.
- 30.9 Section XIV, Dispute Resolution notwithstanding, this Section shall govern any dispute between the Air Force and the State regarding the application of this Section or any matter controlled by this Section including, but not limited to, allowability of expenses and limits on reimbursement. While it is the intent of the Air Force and the State that these procedures shall govern resolution of disputes concerning State reimbursement, informal dispute resolution is encouraged.
- (a) The Air Force and State Project Managers shall be the initial points of contact for coordination of dispute resolution under this Section.
  - (b) If the Air Force and State Project Managers are unable to resolve a dispute the matter shall be referred to the Vice Commander, Strategic Air Command, or his designated representative, and the Director, State Bureau of Oil and Hazardous Materials Control, as soon as practicable, but in any event within five (5) working days after the dispute is elevated by the Project Managers.
  - (c) If the Vice Commander and the Waste Management Division Director are unable to resolve the dispute within ten (10) working days, the matter shall be elevated to the Commissioner, DEP, and the Deputy Assistant Secretary of the Air Force for Environment, Safety, and Occupational Health.
  - (d) In the event the Commissioner and the Deputy Assistant Secretary of the Air Force are unable to resolve a dispute, the State retains any legal and equitable remedies it may have to recover its expenses. In addition, the State may withdraw from this Agreement by giving sixty (60) days notice to the other Parties.
- 30.10 Nothing herein shall be construed to limit the ability of the Air Force to contract with the State for technical services that could otherwise be provided by a private contractor including, but not limited to:



- (a) Identification, investigation, and cleanup of any contamination beyond the boundaries of Loring AFB;
- (b) Laboratory analysis; or
- (c) Data collection for field studies.

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

30.12 The Air Force and the State agree that the terms and conditions of this Section shall be replaced by any Defense/State Memorandum of Agreement (DSMOA) between the State and the Department of Defense which addresses State reimbursement for so long as that DSMOA remains in effect.

### XXXI. STATE PARTICIPATION CONTINGENCY

- 31.1 If the State fails to sign this Agreement within thirty (30) days of notification of the signature by both EPA and the Air Force, this Agreement will be interpreted as if the State were not a Party and any references to the State in this Agreement will have no effect. In addition, all other provisions of this Agreement notwithstanding, if the State does not sign this Agreement within the said thirty (30) days, Air Force shall only have to comply with any State requirements, conditions, or standards, including those specifically listed in this Agreement, which Air Force would otherwise have to comply with absent this Agreement.
- 31.2 In the event that the State does not sign this Agreement, (a) the Air Force agrees to transmit all primary and secondary documents to the State at the same time such documents are transmitted to EPA; (b) EPA intends to consult with the State with respect to the above documents and during implementation of this Agreement.

## XXXII. QUALITY ASSURANCE

- 32.1 In order to provide quality assurance and maintain quality control regarding all field work and sample collection performed pursuant to this Agreement, the Air Force agrees to designate a Quality Assurance Officer (QAO) who will ensure that all work is performed in accordance with approved work plans, sampling plans and QAPPs. The QAO shall maintain for inspection a log of quality assurance field activities and provide a copy to the Parties upon request.
- 32.2 To ensure compliance with the QAPP, the Air Force shall arrange for access, upon request by EPA or the State, to all laboratories performing analysis on behalf of the Air Force pursuant to this Agreement.

### XXXIII. RELEASE OF RECORDS

- 33.1 The Parties may request of one another access to or a copy of any record or document. 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 they are subject to claims of attorney-client privilege, attorney work product, or properly classified for national security under law or executive order.
- 33.2 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, shall be released to the requesting Party, provided the requesting Party states in writing that it will not release the record or document to the public without prior approval of the originating Party or order of court. 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.
- 33.3 The Parties will not assert one of the above exemptions, including any available under the Freedom of Information Act, if no governmental interest would be jeopardized by access or release as determined solely by that Party.
- 33.4 Subject to CERCLA Section 120(j)(2), 42 U.S.C. 9620(j)(2), any documents required to be provided by Section VII Consultation with EPA and State, and analytical data showing test results will always be releasable and no exemption shall be asserted by any party, other than reasons of national security under law or Executive Order.
- 33.5 A determination not to release a document for one of the reasons specified above shall not be subject to Section XIV, Dispute Resolution. Any Party objecting to another Party's determination may pursue the objection through the determining Party's appeal procedures.

#### XXXIV. ENFORCEABILITY

34.1 The Parties agree that:

- (a) 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 Section 310, 42 U.S.C. 9659, and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under CERCLA Sections 310(c) and 109, 42 U.S.C. 9659(c) and 9609; and
- (b) All timetables and deadlines associated with the RI/FS shall be enforceable by any person pursuant to CERCLA Section 310, 42 U.S.C. 9659, and any violation of such timetable and deadlines will be subject to civil penalties under CERCLA Section 310(c) and 109, 42 U.S.C. 9659(c) and 9609;
- (c) All terms and conditions of this Agreement which relate to interim or final remedial actions, including corresponding timetables, deadlines or schedules, and all work associated with the interim or final remedial actions, shall be enforceable by any person pursuant to CERCLA Section 310, 42 U.S.C. 9659, and any violation of such terms or conditions will be subject to civil penalties under CERCLA Sections 310(c) and 109, 42 U.S.C. 9659(c) and 9609; and
- (d) Any final resolution of a dispute pursuant to Section XII, Dispute Resolution, of this Agreement which establishes a term, condition, timetable, deadline or schedule shall be enforceable by any person pursuant to CERCLA Section 310, 42 U.S.C. 9659, and any violation of such term, condition, timetable, deadline or schedule will be subject to civil penalties under CERCLA Sections 310(c) and 109, 42 U.S.C. 9659(c) and 9609.

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

34.3 Nothing in this Agreement shall be construed as a restriction or waiver of any rights EPA or the State may have under CERCLA, including but not limited to any rights under CERCLA Sections 113 and 310, 42 U.S.C. 9613 and 9659. The Air Force does not waive any rights it may have under CERCLA Section

120, 42 U.S.C. 9620, DERP, 10 U.S.C. 2701 et seq., and E.O. 12580.

- 34.4 The Parties agree to exhaust their rights under Section XIV, Dispute Resolution prior to exercising any rights to judicial review that they may have.
- 34.5 The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.
- 34.6 The State is a person for purposes of this Section XXXIV.

### XXXV. STIPULATED PENALTIES

- 35.1 In the event that the Air Force fails to submit a primary document set forth in Section VII, Consultation with EPA and the State, in this Agreement to EPA and the State pursuant to the appropriate timetable or deadlines in accordance with the requirements of this Agreement or fails to comply with a term or condition of this Agreement which relates to an OC or final remedial action, EPA may assess and the State may demand the assessment of a stipulated penalty against the Air Force. In the event EPA does not assess a stipulated penalty pursuant to a State demand, the matter will be referred to dispute resolution pursuant to Section XIV, Dispute Resolution. A stipulated penalty may be assessed in an amount not to exceed \$5,000 for the first week (or part thereof), and \$10,000 for each additional week (or part thereof) for which a failure set forth in this paragraph occurs.
- 35.2 Upon determining that the Air Force has failed in a manner set forth in Section 35.1, EPA shall so notify the Air Force in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the Air Force shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. The Air Force shall not be liable for the stipulated penalty assessed by the EPA if the failure is determined, through the dispute resolution process not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.
- 35.3 The annual reports required by CERCLA Section 120(e)(5), 42 U.S.C. 9620(e)(5), shall include, with respect to each final assessment of a stipulated penalty against the Air Force under this Agreement, each of the following:
- (a) The Federal facility responsible for the failure;
  - (b) statement of the facts and circumstances giving rise to the failure;
  - (c) statement of any administrative or other corrective action taken at Loring AFB or a statement of why such measures were determined to be inappropriate;
  - (d) statement of any additional action taken by Loring AFB to prevent recurrence of the same type of failure; and

- (e) The total dollar amount of the stipulated penalty assessed for the particular failure.
- 35.4 Stipulated penalties assessed pursuant to this Section shall be payable only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to the DOD. EPA and the State agree to share equally any stipulated penalties paid by the Air Force unless prohibited by law to do so.
- 35.5 In no event shall this Section give rise to a stipulated penalty in excess of the amount set forth in CERCLA Section 109, 42 U.S.C. 9609.
- 35.6 This section shall not affect the Air Force's ability to obtain an extension of a timetable, deadline or schedule pursuant to Section XVI, Extensions, of this Agreement.
- 35.7 Nothing in this Agreement shall be construed to render any officer or employee of the Air Force personally liable for the payment of any stipulated penalty assessed pursuant to this section.



XXXVI. AMENDMENT OR MODIFICATION OF AGREEMENT

- 36.1 Except as provided in Section 7.10 and 8.3, this Agreement can be amended or modified solely upon written consent of the Parties. Such amendments or modifications shall be signed by the signatories to this Agreement or their successors or their designees, and shall have as the effective date that date on which they are signed by all Parties. Notice thereof shall be provided by the last signatory pursuant to Section VIII, Project Managers.
- 36.2 The Party initiating the amendment or modification of this Agreement shall propose in writing the amendment for distribution and signature of the other Parties.
- 36.3 Any amendments or modifications after the effective date of this Agreement which the Parties mutually agree are minor changes in this Agreement shall be published in a local newspaper of general circulation. Any such amendments or modifications which the parties mutually agree are significant changes in this Agreement shall be published in a newspaper and the public shall be given an opportunity to comment in a manner consistent with Section XXVI, Public Comment on this Agreement, of this Agreement. In the event that the Parties cannot mutually agree, the changes shall be treated as significant changes.

XXXVII. EFFECTIVE DATE

- 37.1 This Agreement shall become effective in accordance with Section XXVI, Public Comment on this Agreement.
- 37.2 Any timetable and deadlines, schedules, or RODs required by this Agreement are effective upon finalization and incorporation into this Agreement.

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 AIR FORCE

BY: *Ronald O. Aldridge*  
Donald O. Aldridge  
Lieutenant General, USAF  
Vice Commander in Chief  
Strategic Air Command

26 JAN 1991

DATE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY: *Julie Belaga*  
Julie Belaga  
Regional Administrator

Jan. 30, 1991  
DATE

STATE OF MAINE

BY: *Dean C. Marriott*  
Dean C. Marriott  
Commissioner  
Department of Environmental  
Protection

Jan 30, 1991  
DATE

BY: *Michael E. Carpenter*  
Michael E. Carpenter  
Attorney General

Jan 30, 1991  
DATE

APPENDIX II

LORING AREAS OF CONCERN

<u>AOC</u> <sup>1</sup>	<u>NAME</u>	<u>IRP</u> <sup>2</sup>	<u>RFA</u> <sup>3</sup>
1	Landfill No. #1	site #1	SWMU #1
2	Quarry Site	site #2	SWMU #18
3	Flightline Drainage Ditch	site #3	AOC #1
4	Nose Dock Area	site #4	SWMU #14
5	Flightline Area	site #5	SWMU #15
6	Fuel Tank Farm	site #6	AOC #3
7	BX Service Station	site #7	AOC #4
8	Landfill No. 2	site #8	SWMU #2
9	Landfill No. 3	site #9	SWMU #3
10	Railroad Maintenance Site	site #10	SWMU =5
11	Fire Dept. Training Area	site #11	SWMU =6
12	Receiver Site	site #12	AOC =2
13	Underground Transformer Site	site #13	AOC =5
14	East Gate Waste Stor- age Tanks	site #14	SWMU =7
15	Pumphouse 8210	site C/#15	Flightline Pumphouse =1
16	Pumphouse 8270	site D/#16	Flightline Pumphouse =2
17	Power Plant Drainage Pipe, including Tributary to Flightline Drainage Ditch	site B/#17	
18	Building 7600/Refuel- ing Maintenance Area	site A/#18	SWMU =15
19	Fuel Drop Sites		AOC =6
20	Abandoned Radioactive Waste Sites		SWMU #17
21	Building 7500/Vehicle Maintenance Area		SWMU #15

<sup>1</sup>The designations in this column are the Area of Concern designations for purposes of this Agreement.

<sup>2/3</sup>The designations of the locations as "site," "AOC," or "SWMU" in these columns are the designations contained in the documents in which they were originally identified. See Appendix I and Section 5.5 of the Agreement.

INSTALLATION RESTORATION PROGRAM (IRP) SITES

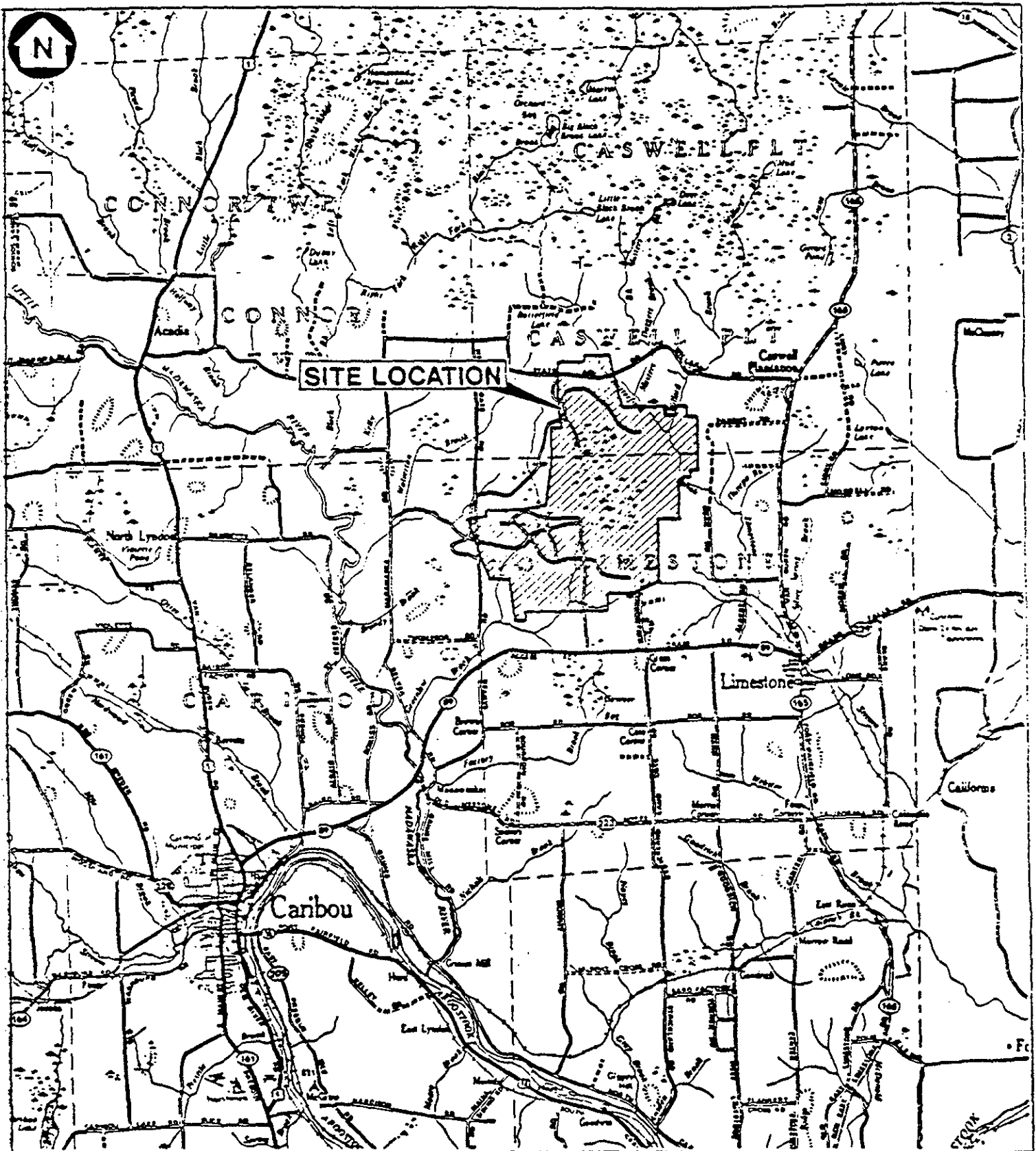
site	#1	Landfill #1
site	#2	Quarry site
site	#3	Flightline Drainage Ditch
site	#4	Nose Dock Area
site	#5	Flightline Area: - Auto Hobby Shop - Snow Barn - Solvent Storage Building (demolished)
site	#6	Fuels Tank Farm
site	#7	Base Exchange Service Station
site	#8	Landfill #2
site	#9	Landfill #3
site	#10	Railroad Maintenance site
site	#11	Fire Training Area
site	#12	Receiver site outside the fenced boundaries of the base
site	#13	Underground Transformer site
site	#14	East Gate Waste Storage Tanks

IRP SITES REQUIRING ADDITIONAL STUDY

site	A/#18	Building 7600 area
site	B/#17	Tributary to the Flightline Drainage Ditch (from the Power Plant)
site	C/#15	Flightline Pump House #1
site	D/#16	Flightline Pump House #2

The designations of the locations above as "site," "AOC," or "SWMU" are the designations contained in the documents in which they were originally identified. Some of the locations identified above appear on more than one of the above lists.

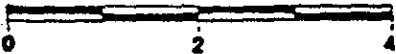
The locations above which are Areas of Concern for purposes of this Agreement are set forth in Appendix II.

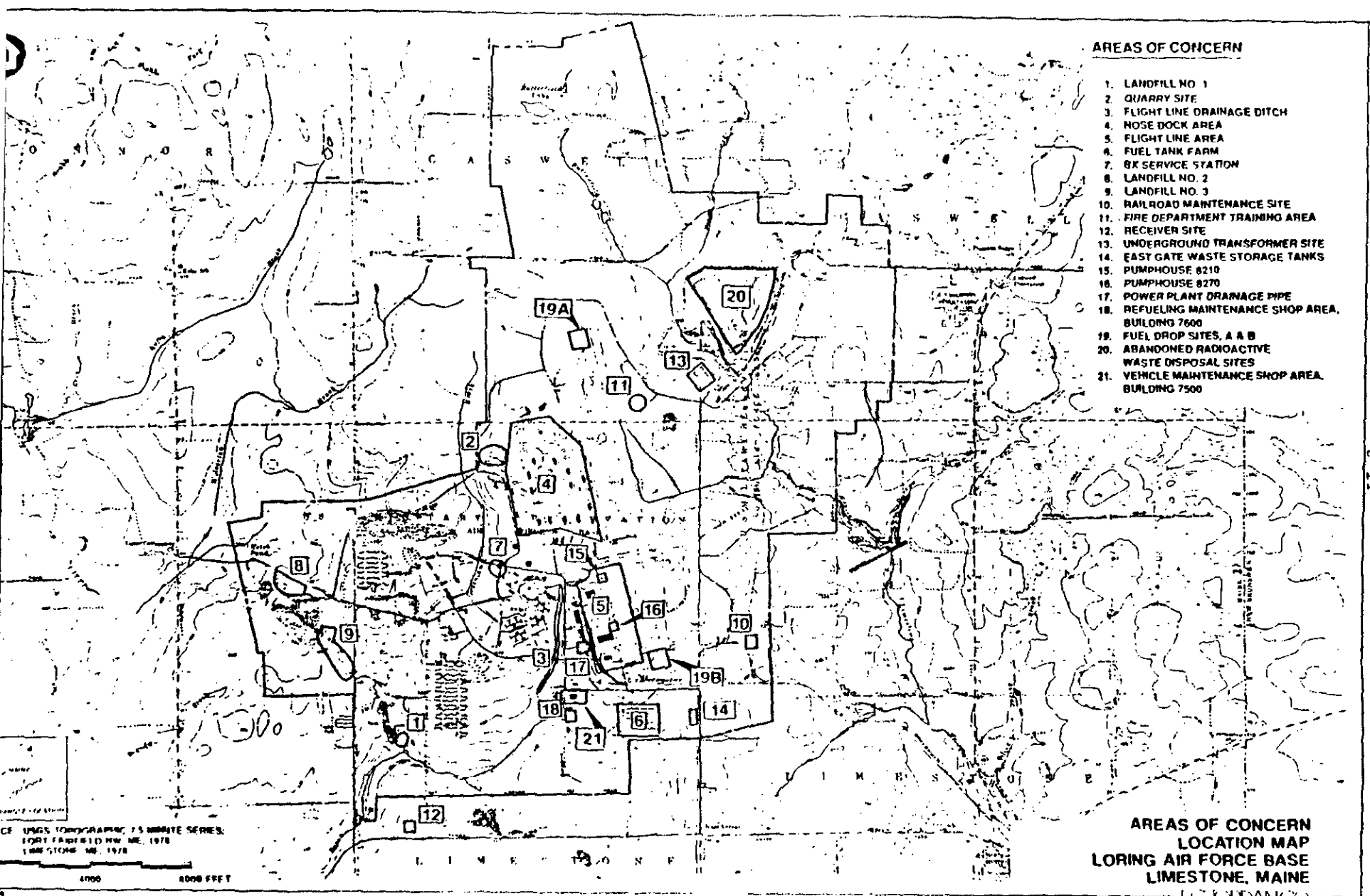


SOURCE: THE MAINE ATLAS & GAZETTEER  
 DeLORME PUBLISHING CO., MAINE, 1986

**SITE LOCATION MAP  
 LORING AIR FORCE BASE  
 LIMESTONE, MAINE**

SCALE IN MILES





**AREAS OF CONCERN**

1. LANDFILL NO. 1
2. QUARRY SITE
3. FLIGHT LINE DRAINAGE DITCH
4. NOSE DOCK AREA
5. FLIGHT LINE AREA
6. FUEL TANK FARM
7. BK SERVICE STATION
8. LANDFILL NO. 2
9. LANDFILL NO. 3
10. RAILROAD MAINTENANCE SITE
11. FIRE DEPARTMENT TRAINING AREA
12. RECEIVER SITE
13. UNDERGROUND TRANSFORMER SITE
14. EAST GATE WASTE STORAGE TANKS
15. PUMPHOUSE 8210
16. PUMPHOUSE 8270
17. POWER PLANT DRAINAGE PIPE
18. REFUELING MAINTENANCE SHOP AREA, BUILDING 7600
19. FUEL DROP SITES, A & B
20. ABANDONED RADIOACTIVE WASTE DISPOSAL SITES
21. VEHICLE MAINTENANCE SHOP AREA, BUILDING 7500

**AREAS OF CONCERN  
LOCATION MAP  
LORING AIR FORCE BASE  
LIMESTONE, MAINE**

USGS TOPOGRAPHIC 7.5 MINUTE SERIES  
FORT FAIRBANKS, ME, 1978  
LIMESTONE, ME, 1978

4000 1000 FEET

APPENDIX II  
(Continued)

AOC DESCRIPTIONS

LANDFILL NO. 1 (AOC 1)

Landfill No. 1 was a former gravel pit reportedly used for base waste disposal from 1952 to 1956. It is suspected that this site received hazardous waste generated from flightline activities. CH2M Hill reports that this waste was burned and buried on-site. Based on site investigations, this site may be characterized primarily by the presence of construction debris (i.e., concrete, asphalt and rebar). This area covers approximately 7 acres. The apparent groundwater flow is from the northeast to the southwest (Green Pond).

QUARRY SITE (AOC 2)

The Quarry was reportedly used for the disposal of hazardous waste and approximately 100 drums of suspected waste (the presence of drums has not yet been confirmed by site investigations). This site is composed of an upper and lower tier and has been mined since 1948. Five drums on the upper tier surface were removed in 1989. This area covers approximately 15 acres. The lower tier is seasonally flooded and drains through a man-made ditch into an adjacent wetland that eventually drains to the west branch of Greenlaw Brook. Site investigations have detected VOCs, SVOCs, PHCs, inorganics, pesticides, and PCBs at this location.

FLIGHTLINE DRAINAGE DITCH (AOC 3)

This site is an unlined drainage ditch receiving stormwater runoff from the Nose Dock Area, runways, and flightline area. Sources of contamination to this site are believed to be a combination of past fuel spills and past operations and maintenance practices within the watershed area. This ditch is 20 to 25 feet wide and over 3,500 feet long. Surface water, eventually discharges into Greenlaw Brook, and contaminants may also percolate to the groundwater where areas may be recharging the groundwater. Site investigations have detected SVOCs, PHCs and VOCs at this location.

NOSE DOCK AREA (AOC 4)

This site is used for the storage, maintenance, and refueling of aircraft. The area houses associated maintenance squadrons, workshops, and service equipment. Reportedly there have been several spills of JP-4 and other aviation fuels, waste oils, and solvents. This area is approximately 300 acres. Surface water runoff is channeled through the storm drainage system and then to the flightline drainage ditch. Overburden groundwater flow appears to be in a southerly direction. Site investigations have detected VOCs, SVOCs, and PHCs.



#### FLIGHTLINE AREA (AOC 5)

This site includes various industrial shops and maintenance hangars where reportedly there have been spills of waste oils, paint thinners, solvents, and fuels. Surface water drainage and groundwater flow is predominantly towards the flightline drainage ditch. Site investigations have detected oil/grease, phenols, VOCs and hydrocarbons.

#### FUEL TANK FARM (AOC 6)

The bulk fuel storage tanks are believed to be the main source of contamination at this area due to reported spills. Operations and maintenance have also contributed to the contamination. The oil/water separator collection pond discharges into an unnamed stream which flows into the east branch of Greenlaw Brook. Groundwater flow direction has not been established. Site investigations have detected VOCs, SVOCs, and PHCs.

#### BASE EXCHANGE (BX) SERVICE STATION (AOC 7)

The Base Exchange Service Station was built in 1955 and is still in use. The UST fill pipes were formerly located at the top of the slope of the drainage ditch and are believed to have been the source of the majority of fuel spills at this site. The remote fill pipes have been changed to direct fill connections with containment structures at the tank locations. All active fuel tank systems have successfully passed precision testing. This site is approximately 1.5 acres. Surface water flows into the west branch of Greenlaw Brook. Site investigations have detected VOCs, SVOCs, PHCs and lead.

#### LANDFILL NO. 2 (AOC 8)

Landfill No. 2 was a former gravel pit and then used from 1956 until 1974 for waste disposal (reportedly domestic waste, construction debris, waste fuels and oils, solvents, hydraulic fluids, and paint). Seasonally ponded surface water exists at two locations, and the groundwater flow has not yet been identified. Site investigations have detected oil/grease, trace levels of phenols, VOCs, SVOCs, PHCs, and inorganics.

#### LANDFILL NO. 3 (AOC 9)

Landfill No. 3 is active and began receiving waste in 1974. This area was previously actively mined for gravel and is still being mined. Hazardous material disposal has been curtailed by upgrades in base operations; however, small quantities of waste oil/fuels, solvents, paints, hospital wastes, thinners, and hydraulic fluids were reportedly buried in this landfill in the past. This area has also been used for construction debris, coal ash and drum disposal. The groundwater flow direction has not yet been determined. Site investigations have detected oil/grease, phenols, VOCs, SVOCs, PHCs, and inorganics.

#### RAILROAD MAINTENANCE SITE (AOC 10)

This site was previously used as a maintenance yard for railroad equipment. Two separate areas of stained soils were located and soil removal took place in 1989. Samples collected after the 1989 excavation indicated that some contaminated soil still remains at the northeast area of Stain No. 1. Site investigations detected PHCs.

#### FIRE DEPARTMENT TRAINING SITE (AOC 11)

The PTA has been used since 1952 through the fall of 1988. After a winter exclusion period, base management decided in the spring of 1989 that there would not be any more training exercises at this area. Reportedly, substances burned were JP-4, solvents, hydraulic fluids, engine oils, paint thinners, penetrants, methylene chloride, methyl ethyl ketone, methyl butyl ketone, toluene and zylene; however, since 1974 only JP-4 has been used for practice burns. Floating product exists in the groundwater which appears to flow in a northeast direction. Site investigations have detected VOCs, SVOCs, PHCs, and free product.

#### RECEIVER SITE (AOC 12)

The receiver site (Building 1850) appears to have been contaminated from a former UST spill associated with a damaged fill spout and/or leakage. Apparently, fuel migrated into the groundwater and formed a layer of floating free product. The on-site well is continually pumped to create a cone of depression that appears to inhibit contaminants from migrating off site. Site investigations have determined a layer of free product, VOCs, SVOCs, inorganics and PHCs.

#### UNDERGROUND TRANSFORMER SITE (AOC 13)

This site was a former dormitory complex. Reportedly, transformers were drained in place by a contractor when the complex was demolished. Contaminants may have been spread through the underground tunnel system when the transformers were removed. Site investigations have detected PCBs and VOCs.

#### EAST GATE WASTE STORAGE TANKS (AOC 14)

This area contained two 5,000 gallon USTs and was a gas station until 1968. From 1968 to 1980, the tanks were used as holding facilities for waste products (solvents, strippers, engine oils, lubricants, and PCBs) with contracted pumping and disposal operations. The abandoned tanks, remaining liquids, and excavation soils were disposed of by spring of 1990. The groundwater at this location appears to be relatively free of contaminants, and the source of soil contamination is believed to have been the UST filling operations. VOCs, SVOCs, and PHCs have been detected in the soils.

PUMPHOUSE 8210 (AOC 15) AND PUMPHOUSE 8270 (AOC 16)

These sites are pumphouses which were used for aircraft refueling and are similar to each other. The underground storage tanks were abandoned in the mid 60s and contain a chromium "pickling solution". Further, there have reportedly been fuel spills in both areas. There are no site investigation results available.

POWER PLANT DRAINAGE PIPE, INCLUDING TRIBUTARY TO FLIGHTLINE DRAINAGE DITCH (AOC 17)

In 1988, surface water studies detected a flowage to the flightline drainage ditch from a drain pipe protruding near the Auto Hobby Shop (Building 6570). This drain pipe is believed to originate at the power plant. There are no site investigation results available.

BUILDING 7600/REFUELING MAINTENANCE AREA (AOC 18)

Past practices at this site reportedly were to flush fuel bowsers before performing maintenance. These flows are suspected to have been at a higher rate than the grit chamber could transfer to the oil/water separator; therefore, fuel contamination is suspected in this area. There are no site investigation results available.

FUEL DROP SITES (AOCs 19A and 19B)

During a condition of "strip alert", JP-4 may have been dumped at designated sites in the runway area. The Weston Confirmation/Quantification Study detected oil and grease in the soils at one location.

ABANDONED RADIOACTIVE WASTE SITES (AOC 20)

Records indicate that five underground tanks were used to receive wash water when work was done around radioactive material. The liquids were sampled and the analysis did not indicate any radiation activity; therefore, the tanks were drained at the direction of the USAF Radiolotope Committee. There are also two solid waste areas which are suspected of containing rags, gloves, and boxes that may have been contaminated.

BUILDING 7500/VEHICLE MAINTENANCE AREA (AOC 21)

Reportedly, solvents, paint thinners, and other substances have left the building through a floor drain and discharge to a drainage ditch. There are no site investigation results available.

ACRONYMS

PCB	Polychlorinated biphenyl
PHC	Petroleum hydrocarbon
SVOC	Semi-volatile organic compound
UST	Underground storage tank
VOC	Volatile organic compound

APPENDIX III

PROPOSED DEADLINES

The following deadlines have been established for the draft primary documents under this Agreement:

<u>Area of Concern<sup>1</sup> Operable Unit</u>	<u>Deadline</u>
A. Operable Unit No. 1 (Landfill No. 2 and Landfill No. 3 soils)	
Remedial Investigation Report	May 15, 1992
Feasibility Study Report	February 28, 1993
Proposed Remedial Action Plan	February 28, 1993
Record of Decision	September 15, 1993
B. Operable Unit No. 2 (Flight Line Area and Nose Dock Area)	
Remedial Investigation Report	December 15, 1993
Feasibility Study Report	February 28, 1995
Proposed Remedial Action Plan	February 28, 1995
Record of Decision	August 15, 1995
C. Operable Unit No. 3 (Fuel Drop Sites)	
Remedial Investigation Report	January 15, 1992
Feasibility Study Report	December 31, 1992
Proposed Remedial Action Plan	December 31, 1992
Record of Decision	July 15, 1993
D. Operable Unit No. 4 (Upper Quarry Soils)	
Remedial Investigation Report	March 15, 1992
Feasibility Study Report	December 31, 1992
Proposed Remedial Action Plan	December 31, 1992
Record of Decision	July 15, 1993

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<sup>1</sup>Area of Concern designations are contained in Appendix II.

E. Operable Unit No. 5	
(Pumphouse 8210 and Pumphouse 8270)	
Remedial Investigation Report	November 15, 1992
Feasibility Study Report	September 30, 1993
Proposed Remedial Action Plan	September 30, 1993
Record of Decision	April 30, 1994
F. Landfill No. 1	
Remedial Investigation Report	February 28, 1992
Feasibility Study Report	November 30, 1992
Proposed Remedial Action Plan	November 30, 1992
Record of Decision	June 30, 1993
G. Quarry	
Remedial Investigation Report	February 28, 1994
Feasibility Study Report	April 30, 1995
Proposed Remedial Action Plan	April 30, 1995
Record of Decision	October 31, 1995
H. Base Exchange Service Station	
Remedial Investigation Report	January 31, 1993
Feasibility Study Report	March 31, 1994
Proposed Remedial Action Plan	March 31, 1994
Record of Decision	September 30, 1994
I. Nose Dock Area	
Remedial Investigation Report	March 15, 1994
Feasibility Study Report	May 15, 1995
Proposed Remedial Action Plan	May 15, 1995
Record of Decision	November 15, 1995
J. Flightline Area	
Remedial Investigation Report	February 15, 1994
Feasibility Study Report	April 30, 1995
Proposed Remedial Action Plan	April 30, 1995
Record of Decision	October 15, 1995
K. Receiver Site	
Remedial Investigation Report	April 30, 1993
Feasibility Study Report	May 15, 1994
Proposed Remedial Action Plan	May 15, 1994
Record of Decision	November 15, 1994

L. Railroad Maintenance Site	
Remedial Investigation Report	April 30, 1992
Feasibility Study Report	January 31, 1993
Proposed Remedial Action Plan	January 31, 1993
Record of Decision	August 31, 1993
M. Landfill No. 2	
Remedial Investigation Report	February 28, 1993
Feasibility Study Report	April 30, 1994
Proposed Remedial Action Plan	April 30, 1994
Record of Decision	February 28, 1995
N. Landfill No. 3	
Remedial Investigation Report	August 31, 1994
Feasibility Study Report	October 31, 1995
Proposed Remedial Action Plan	October 31, 1995
Record of Decision	April 30, 1996
O. Flightline Drainage Ditch	
Remedial Investigation Report	February 28, 1996
Feasibility Study Report	April 30, 1997
Proposed Remedial Action Plan	April 30, 1997
Record of Decision	December 15, 1997
P. Fuel Tank Farm	
Remedial Investigation Report	March 31, 1993
Feasibility Study Report	May 15, 1994
Proposed Remedial Action Plan	May 15, 1994
Record of Decision	November 15, 1994
Q. Fire Department Training Site	
Remedial Investigation Report	October 15, 1993
Feasibility Study Report	December 15, 1994
Proposed Remedial Action Plan	December 15, 1994
Record of Decision	June 15, 1995
R. Underground Transformer Site	
Remedial Investigation Report	April 30, 1993
Feasibility Study Report	June 15, 1994
Proposed Remedial Action Plan	June 15, 1994
Record of Decision	December 15, 1994

- S. East Gate Waste Storage Tanks
- |                               |                   |
|-------------------------------|-------------------|
| Remedial Investigation Report | November 15, 1992 |
| Feasibility Study Report      | October 15, 1993  |
| Proposed Remedial Action Plan | October 15, 1993  |
| Record of Decision            | May 15, 1994      |
- T. Building 7600/Refueling Maintenance Area
- |                               |                   |
|-------------------------------|-------------------|
| Remedial Investigation Report | October 15, 1994  |
| Feasibility Study Report      | December 15, 1995 |
| Proposed Remedial Action Plan | December 15, 1995 |
| Record of Decision            | June 15, 1996     |
- U. Building 7500/Vehicle Maintenance Area
- |                               |                   |
|-------------------------------|-------------------|
| Remedial Investigation Report | November 15, 1994 |
| Feasibility Study Report      | January 15, 1996  |
| Proposed Remedial Action Plan | January 15, 1996  |
| Record of Decision            | June 30, 1996     |
- V. Abandoned Radioactive Waste Sites
- |                               |                   |
|-------------------------------|-------------------|
| Remedial Investigation Report | December 15, 1994 |
| Feasibility Study Report      | February 15, 1996 |
| Proposed Remedial Action Plan | February 15, 1996 |
| Record of Decision            | July 15, 1996     |
- W. Coal Ash and Drum Pile at Landfill No. 3
- |                               |                   |
|-------------------------------|-------------------|
| Remedial Investigation Report | December 15, 1992 |
| Feasibility Study Report      | November 15, 1993 |
| Proposed Remedial Action Plan | November 15, 1993 |
| Record of Decision            | June 15, 1994     |
- X. Tributary to Flightline Drainage Ditch
- |                               |                  |
|-------------------------------|------------------|
| Remedial Investigation Report | March 15, 1993   |
| Feasibility Study Report      | April 30, 1994   |
| Proposed Remedial Action Plan | April 30, 1994   |
| Record of Decision            | October 15, 1994 |