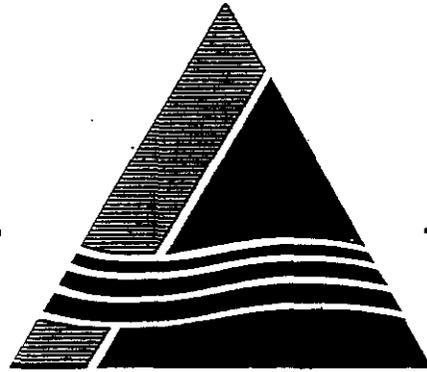


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TENTATIVE AGREEMENT ON
ADMENDMENT SIX TO THE
TRI-PARTY AGREEMENT



Tri-Party Agreement

U.S. Department of Energy
U.S. Environmental Protection Agency
Washington State Department of Ecology

November 1995



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SUMMARY

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EXECUTIVE SUMMARY



AMENDMENT SIX TO THE HANFORD FEDERAL FACILITY AGREEMENT AND CONSENT ORDER (TRI-PARTY AGREEMENT)

During this spring and summer, management from the U.S. Department of Energy (DOE), the U.S. Environmental Protection Agency (EPA) and the State of Washington Department of Ecology (Ecology) met on several occasions to examine methods of fundamentally improving the ways of doing business at the Hanford Site. A number of commitments to change the Tri-Party Agreement were made with the aim of becoming more efficient and cost effective within the framework of the Tri-Party Agreement. Representatives from the three parties met in several sessions during August to work out the changes to the Tri-Party Agreement necessary to implement these commitments. These changes are expected to streamline actions under the Tri-Party Agreement by providing authority and control to the personnel who are most responsible for performing the actual cleanup actions, so that decisions will be made at lower levels and in less time. These efficiencies will be further enhanced by the adoption of a single regulator concept in which only one regulatory agency will generally be involved in the day to day oversight and decision making on individual cleanup activities. These proposed changes fall into three broad categories:

1. Single regulator approach (eliminating support agency staffing).
2. Eliminating current Tri-Party Agreement Project Manager positions and providing Unit Managers (now called Project Managers) and their line management increased responsibility and authority regarding their projects.
3. Streamlining the dispute resolution/decision making processes.

These three categories of proposed changes are summarized below.

1. Currently under the Tri-Party Agreement a Lead Regulatory Agency (either EPA or Ecology) is assigned the primary oversight and decision authority for a particular operable unit (OU), treatment, storage and disposal unit (TSD) or milestone. The other regulatory agency is assigned the role of Support Agency. In practice the agency acting in the support role has invested significant effort in the oversight of individual units. The proposed changes to the Tri-Party Agreement would eliminate the Support Agency role in day to day oversight activities and would generally defer decision making power to the Lead Regulatory Agency. The newly proposed requirements would require the EPA and Ecology to assign one regulatory agency to act as Lead Regulatory Agency for each OU, TSD group/unit or milestone. The agency not assigned as lead would not assign any staff members to oversee the project or activity. Each regulatory agency would retain their respective authorities but, in general will rely on the work/recommendations of the Lead Regulatory Agency. The Lead Regulatory Agency may request support from the non lead agency if necessary. These changes are expected to result in more efficient regulatory oversight.

2. Further efficiencies are being sought with changes to the management/authority structure specified within the Tri-Party Agreement. These changes are intended to take advantage of the best management practice of driving decisions and responsibility as near to the working level as possible and also to align the Tri-Party Agreement management structure with the ongoing "projectization" of the DOE's operations at the Hanford Site. These changes do not constrain the regulatory agency's authorities in any way, but rather establish control and authority at more efficient positions of management.

One of the most visible changes is the elimination of the single Tri-Party Agreement Project Manager position for each of the three Agencies. Day to day project management responsibilities will be assigned to the current Unit Manager positions, which are now referred to as Project Managers to reflect the increased emphasis upon efficient projectization of activities. Authority for approval of class III change requests will be at this level. The balance of the current Project Manager authorities will be reassigned to the Agencies' Executive Managers. This team of Executive Managers will form the Inter-Agency Management Integration Team (IAMIT). This team of high level managers will focus on making decisions, resolving disputes and striving for efficient progress. Authority to approve class II changes (interim milestones and operable unit priorities) will reside here. The IAMIT will also replace the Dispute Resolution Committee (DRC) in resolving disputes under the Tri-Party Agreement. The current Senior Executive Committee (SEC) will remain but will be staffed by management with a closer working knowledge of Hanford issues and actions. Authority for approval of class I changes (major milestones and changes to the Agreement) remains at the Tri-Party Agreement signatory level. An Administrator will be designated for those duties not associated with a specific milestone or activity.

3. Dispute resolution provisions of the Tri-Party Agreement are also being proposed for modification to attempt to arrive at quicker more efficient decisions at more appropriate levels. Currently when an issue of how to proceed arises it is first worked at the Unit Manager level. If agreeable solutions cannot be found the issue is automatically elevated first to the Project Manager level, then to the DRC and then the SEC. Under the proposed changes the issue would first be worked at the Unit Managers level with Line Staff involvement as necessary. Should the issue remain unresolved at this first "informal" level it will be referred to the IAMIT. This elevation of issues to higher, though still organizationally responsible, management is expected to result in fewer "formal" disputes and quicker resolution of those which do elevate to higher management. Should resolution fail to be reached at the IAMIT the dispute would proceed directly to the SEC level for a small number of the most difficult disputes. Additionally, under the Lead Regulatory Agency concept, only the lead regulator and DOE will generally be involved in dispute resolution at the IAMIT and SEC levels.

10/10/76

Additional changes have been proposed to update the Tri-Party Agreement to reflect the status of the state's authority to implement its Hazardous Waste Management Act at Hanford. Other changes are proposed to simplify the use of the document. For example, all provisions regarding how a change is made under the Tri-Party Agreement have now been consolidated at a single location in the Action Plan. Provisions which have been rendered obsolete by passage of time or by changes of condition have been deleted or modified. Changes have also been made to make the Agreement consistent with the practices the parties have found to be most efficient in implementing the intent of the Agreement.

How can you be involved?

Only after all public comments have been considered by the Tri-Party agencies will a final Sixth Amendment be prepared and signed. Submit your written comments during the formal comment period, November 1 through December 15, 1995 to the person listed below. All who comment will receive responses explaining how and why their comments were, or were not used.

Send written comments to:

Gail McClure

U.S. Department of Energy
Richland Field Office M/S A7-75
P.O. Box 550
Richland, WA 99352

Phone: (509) 373-5647

Fax: (509) 376-1563

Information on Amendment Six to the Tri-Party Agreement is available for review at the Hanford Tri-Party Agreement Information Repositories or call the Hanford Cleanup toll-free hotline at 1-800-321-2008.

Seattle

University of Washington
Suzzallo Library
Government Publications Room
Attn: Eleanor Chase
(206) 543-4664

Portland

Portland State University
Branford Price and Millar Library
Science and Engineering Floor
934 SW Harrison
Attn: Michael Bowman or Susan Thomas
(503) 725-3690

Spokane

Gonzaga University
Foley Center
E. 502 Boone
Attn: Tim Fuhrman
(509) 328-4220 Ext. 3844

Richland

USDOE Public Reading Room
Washington State University, Tri-Cities
100 Sprout Road, Room 130 West
Attn: Terri Traub
(509) 376-8583

If you have special accommodation needs, please contact Michelle Davis at (360) 407-7126 (Voice) or (360) 407-7155 (TDD).

AGREEMENT IN PRINCIPLE

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Tri-Party Agreement

AGREEMENT IN PRINCIPLE

TENTATIVE AGREEMENT ON AMENDMENT SIX TO THE HANFORD
FEDERAL FACILITY AGREEMENT AND CONSENT ORDER

In April, in St. Louis, Mo. and again in September, in Salt Lake City, Ut. management from the U.S. Department of Energy (DOE), the U.S. Environmental Protection Agency (EPA) and the State of Washington Department of Ecology (Ecology) met to examine methods of fundamentally improving the way business is conducted at the Hanford Site. The outcome of these important meetings was a "Blueprint for Action". Within the "Blueprint for Action" a number of commitments were made, some of which require changes to the Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement). The objective is to become more efficient and cost effective within the framework of the Tri-Party Agreement. Representatives from the three agencies met in several sessions during August and September to work out the changes to the Tri-Party Agreement necessary to implement these commitments. These changes are expected to streamline actions under the Tri-Party Agreement by providing appropriate authority and control to the personnel who are most responsible for directing the actual cleanup actions in the field. These efficiencies will be further enhanced by the adoption of a single regulator concept in which only one regulatory agency will generally be involved in the day to day oversight and decision making on specific environmental management activities. These proposed changes fall into three broad categories;

1. Single regulator approach (eliminating support agency staffing).
2. Eliminating current Tri-Party Agreement Project Manager positions and providing Unit Managers (now called Project Managers) and their line management increased responsibility regarding their projects.
3. Streamlining the dispute resolution/decision making processes.

With few exceptions, either EPA or Ecology will serve as the lead regulatory agency for each operable unit, TSD group/unit and milestone. The non lead regulatory agency will generally not be involved. EPA and Ecology will enter into a Memorandum of Understanding which will describe the limited circumstances where the two agencies will interact on a given site or milestone. These may include instances where the lead regulatory agency has requested assistance or lacks authority (such as in the selection of CERCLA remedial actions by Ecology). The assistance and involvement of the non lead agency will be determined by EPA and Ecology, subject to the availability of resources.

With few, if any, exceptions, Ecology will serve as lead regulatory agency for all RCRA matters at the Hanford Site covered by the Hazardous Waste Management Act (70.105 RCW) including those matters for which Ecology has not yet been authorized. EPA retains its RCRA authorities. However, EPA will generally defer to Ecology and not actively participate in the regulation of activities at Hanford RCRA sites. EPA will continue to provide support to Ecology on RCRA technical and regulatory matters and assist in the development of the state's hazardous waste program.

Additional changes have been proposed to update the Tri-Party Agreement to reflect the state's authority to implement its Hazardous Waste Management Act in lieu of the federal Resource Conservation and Recovery Act at Hanford. Other changes are proposed to simplify the use of the document. For example, all provisions regarding how a change is made to the Tri-Party Agreement have now been consolidated at a single location in the Action Plan. Provisions which have been rendered obsolete by passage of time or by changes of condition have been deleted or modified. Changes have also been made to make the Tri-Party Agreement consistent with the practices the parties have found to be most efficient in implementing the intent of the Tri-Party Agreement.

The three agencies have concluded negotiations on these Tri-Party Agreement efficiencies and necessary changes and have reached tentative agreement.

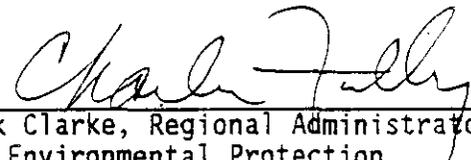
In accordance with the provisions of the Tri-Party Agreement, tentatively agreed to changes will be submitted to the public for review and comment over a 45-day period beginning November 1, 1995. Copies of this agreement and proposed Amendment Six modifications shall be available for review at the public information repositories. Following the public comment period, the parties will make appropriate revisions before finalizing these changes. The parties anticipate final signature to take place by January 31, 1996. Prior to finalization, the parties will review and consider the comments and prepare a written response.

Because the parties expect these changes to significantly improve the way in which Hanford Site cleanup work is conducted, and because the changes do not substantively modify any of the milestones or regulatory requirements the DOE, EPA and Ecology agree to begin to implement the terms and conditions contained within the revised Tri-Party Agreement prior to final signature. The parties recognize, however, that revisions to the proposed changes may result from the public comment period. Any such revisions will be incorporated into a revised version and implemented upon the date of final approval. It is therefore agreed that the terms and conditions contained within proposed Amendment Six to the Tri-Party Agreement will begin to be implemented on November 1, 1995. Implementation of these negotiated changes will continue until final approval or such time as mutually agreed events result in the curtailment of the implemented changes. Upon final signature of Amendment Six, and after resolution of received public comments, the changes will be effective until modified per the requirements of Section 12.0 of the Tri-Party Agreement.

The three parties acknowledge that one of the major goals of this revision of the Tri-Party Agreement is to drive appropriate decision making authority downward. However, as regards the approval authority for interim milestone change requests the parties recognize that further consideration may be appropriate due to: (1) the need to ensure that project managers focus their attention and skills on meeting agreed to actions efficiently and on time, rather than on seeking relief, and (2) the need to maintain consistency with approval authority levels necessary for the internal DOE change control process. DOE has undertaken to reexamine these two aspects of delegation of authority and to attempt to lower internal DOE change control authority. Dependant on the success of these activities EPA and Ecology commit to reexamine the issue of interim milestone change request approval.

The parties further agree to minimize additional delay in the event the parties fail to agree on any changes in the tentative agreement as the result of public comment. Therefore, all unresolved matters shall be referred to the Dispute Resolution Committee (DRC) described in the Tri-Party Agreement. The DRC shall attempt to resolve the dispute(s) as provided in Tri-Party Agreement paragraph 30 and/or 59.


10/13/95
Mary Riveland, Director date
Department of Ecology
State of Washington


10-17-95
Chuck Clarke, Regional Administrator date
U.S. Environmental Protection
Agency Region X


10/12/95
John D. Wagoner, Manager date
U.S. Department of Energy
Richland Operations Office.

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PROPOSED CHANGES

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D R A F T

AMENDMENT SIX

TO THE

HANFORD FEDERAL FACILITY

AGREEMENT AND CONSENT ORDER

D R A F T

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
AND THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

IN THE MATTER OF:)	
)	SIXTH AMENDMENT OF
The U.S. Department of Energy,)	HANFORD FEDERAL FACILITY
Richland Operations Office,)	AGREEMENT AND CONSENT ORDER
Richland, Washington)	
)	EPA Docket Number: 1089-03-04-120
Respondent)	Ecology Docket Number: 89-54

In accordance with Article XXXIX of the Hanford Federal Facility Agreement and Consent Order ("Agreement") the Parties hereto agree to the attached amendments to the Agreement.

Modifications to the Agreement are indicated in the following manner:

~~Language removed from the text of the Agreement is displayed in strikeout mode.~~

Language added to the text of the Agreement is displayed in shaded mode.

The text contained within this document incorporates those changes which were previously approved in the Fifth Amendment to this Agreement. The most visible of the text changes occurs in section 8.0 where a new section dealing with facility decommissioning and transition was added as a result of the Fifth Amendment.

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
AND THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

IN THE MATTER OF:)
)
The U.S. Department of Energy,) HANFORD FEDERAL FACILITY
Richland Operations Office,) AGREEMENT AND CONSENT ORDER
Richland, Washington)
)
Respondent) EPA Docket Number: 1089-03-04-120
) Ecology Docket Number: 89-54

Based on the information available to the Parties on the effective date of this HANFORD FEDERAL FACILITY AGREEMENT AND CONSENT ORDER ("Agreement"), and without trial or adjudication of any issues of fact or law, the Parties agree as follows:

This Agreement is divided into five parts: Part One contains introductory provisions which apply to Parts Two, Three, Four, and Five; Part Two contains provisions governing hazardous waste treatment, storage and disposal (TSD), hazardous waste facility permitting, closure and post-closure activities; Part Three contains provisions governing remedial and corrective action activities; Part Four contains provisions which delineate in part the respective roles and interrelationships between EPA and Ecology, and between CERCLA and RCRA on the Hanford Site; and Part Five contains common provisions which apply to Parts Two, Three, and Four. CERCLA response actions and corrective actions under HSWA, before and after State authorization, shall be governed by Part Three of this Agreement. RCRA compliance, and TSD permitting, closure, and post closure care (except HSWA corrective action) shall be governed by Part Two of this Agreement.

This Agreement also consists of Attachment 1, a letter dated February 26, 1989 from the Department of Justice to the Department of Ecology, Attachment 2, the Action Plan, and Attachment 3, the Mutual Cooperation Funding Agreement between the Department of Ecology and the Department of Energy. In the event of any inconsistency between this Agreement and the attachments to this Agreement, this Agreement shall govern unless and until duly modified pursuant to Article XXXIX (~~Amendment~~) of this Agreement.

The Action Plan contains plans, procedures and implementing schedules. The Action Plan is an integral and enforceable part of this Agreement.

~~Parts One, Two, Four, and Five of this Agreement are entered into by Ecology pursuant to Ecology's authority to issue regulatory orders pursuant to Chapter 70.105.095, Revised Code of Washington.~~

PART ONE

INTRODUCTION

ARTICLE I. JURISDICTION

1. The U.S. Environmental Protection Agency (EPA), Region 10, enters into this Agreement pursuant to Section 120(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Section 9620(e), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499 (hereinafter jointly referred to as CERCLA), and Sections 6001, 3008(h), and 3004(u) and (v) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA), Pub. L. 98-616 (hereinafter jointly referred to as RCRA) and Executive Order 12580.

2. Pursuant to Section 3006 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6926, EPA may authorize states to administer and enforce a state hazardous waste management program, in lieu of the federal hazardous waste management program. The State of Washington has received authorization from EPA to administer and enforce such a program within the State of Washington. The requirements of the federally authorized state program are equivalent to the requirements of the federal program set forth in Subtitle C of RCRA and its implementing regulations (excluding those portions of the federal program imposed pursuant to HSWA **for which the State of Washington has not yet been authorized**). The Department of Ecology (Ecology) is the state agency designated by RCW 70.105.130 to implement and enforce the provisions of the Resource Conservation and Recovery Act as amended.

3. The State of Washington, Department of Ecology (Ecology) enters into this Agreement pursuant to CERCLA, RCRA, ~~and Washington Hazardous Waste Management Act, Chapter 70.105 RCW, and pursuant to Ecology's authority to issue regulatory orders under RCW 70.105.095.~~

4. The Parties agree that the generation, treatment, storage, and disposal of hazardous waste is regulated by the State of Washington, Department of Ecology pursuant to Ch. 70.105 RCW, the State Hazardous Waste Management Act (HWMA), and regulations governing the management of hazardous wastes are contained at Ch. 173-303 WAC, and finally that pursuant to Section 6001 of RCRA, 42 U.S.C. Sec. 6961, the United States Department of Energy (DOE), as a federal agency, must comply with the procedural and substantive requirements of such state law. DOE is a "person" as defined at RCW 70.105.010(7).

5. The U.S. Department of Energy (DOE) enters into this Agreement pursuant to Section 120(e) of CERCLA, Sections 6001, 3008(h), and 3004(u) and (v) of RCRA, Executive Orders 12580 (January 1987) and 12088 (Oct. 1978), and the Atomic Energy Act of 1954, as amended, 42 U.S.C. Section 2011 et seq. DOE agrees that it is bound by this Agreement and that its terms may be enforced against DOE pursuant to the terms of this Agreement or as otherwise provided by law. As stated in Section 1006 of RCRA, nothing in this Agreement shall be construed to require DOE to take any action pursuant to RCRA which is inconsistent with the requirements of the Atomic Energy Act of 1954, as amended. In the event DOE asserts that it cannot comply with any provision of this Agreement based on an alleged inconsistency between the requirements of this Agreement and the Atomic Energy Act of 1954, as amended, it shall provide the basis for the inconsistency assertion in writing. In the event Ecology

disagrees with the assertions by DOE, Ecology reserves the right to seek judicial review, or take any other action provided by law in case of any such alleged inconsistency.

6. The Parties are entering into this Agreement in anticipation that the Hanford Site will be placed on the National Priorities List (NPL), 40 CFR Part 300. The Hanford Site has been listed by EPA on the federal agency hazardous waste compliance docket under CERCLA Section 120, 52 Federal Register 4280 (Feb. 12, 1988). Four subareas of the Hanford Site have been proposed by EPA for addition to the NPL, 53 Fed. Reg. 23988 (June 24, 1988). [Note: The four areas of the Hanford Site were officially listed on the NPL on November 3, 1989 (Federal Register 41015, October 4, 1989)]. When the Hanford Site, or subareas of the Site, is placed on the NPL, Parts One, Three, Four, and Five of this Agreement shall also serve as the Interagency Agreement required by CERCLA Section 120(e). Parts One, Two, Four, and Five of this Agreement shall serve as the RCRA provisions governing compliance, permitting, closure and post-closure care of ~~treatment, storage or disposal~~ (TSD) Units. The Action Plan, at Appendix B, lists those ~~treatment, storage or disposal~~ (TSD) Groups or Units regulated by Ch. 70.105 RCW. As the categorization effort continues, TSD Units may be added to this list. DOE agrees that those TSD Units listed in Appendix B of the Action Plan, and any additional TSD Units which are identified as TSD Units in the future are subject to the regulatory framework of Ch. 70.105 RCW pursuant to RCRA Section 6001. Ecology's authority over these TSD Units shall not be abrogated or affected by the nomination or ultimate inclusion of the Hanford Site on the National Priorities List and such Units shall be regulated in accordance with this

Agreement; provided, however, that with respect to conflicts between EPA and Ecology ~~regarding corrective action and remedial action~~, Article XXVIII (RCRA/CERCLA Reservation of Rights) shall be controlling.

7. On April 13, 1993, the District Court for the Eastern District of Washington issued an Order Granting in Part and Denying in Part Motions to Dismiss claims of the plaintiffs in Heart of America Northwest v. Westinghouse Hanford Company, No. CY-92-144-AAM. The court concluded in its opinion that this Agreement embodies an integrated response action under Sections 120 and 104 of CERCLA, and that plaintiffs' claims consequently were barred by Section 113(h) of CERCLA. Plaintiffs did not seek to enforce this Agreement, but instead sought to impose requirements that were not part of this Agreement. Nothing in the court's opinion affects the enforceability of this Agreement. All parties reaffirm that this Agreement is enforceable in accordance with all its terms, reservations and applicable law.

ARTICLE II. PARTIES

8. The Parties to this Agreement are EPA, Ecology, and DOE.

9. DOE shall provide a copy of this Agreement and relevant attachments to each of its prime contractors. A copy of this Agreement shall be made available to all other contractors and subcontractors retained to perform work under this Agreement. DOE shall provide notice of this Agreement to any successor in interest prior to any transfer of ownership or operation.

10. DOE shall notify EPA and Ecology of the identity and the scope of work of each of its prime contractors and their subcontractors to be used in carrying out the terms of this Agreement in advance of their involvement in such work. Upon request, DOE shall also provide the identity and work scope of any other contractors and subcontractors performing work under this

Agreement. DOE shall take all necessary measures to assure that its contractors, subcontractors and consultants performing work under this Agreement act in a manner consistent with the terms of this Agreement.

11. DOE agrees to undertake all actions required by the terms and conditions of this Agreement and not to contest state or EPA jurisdiction to execute this Agreement and enforce its requirements as provided herein.

12. This Article II shall not be construed as a promise to indemnify any person.

13. DOE remains obligated by this Agreement regardless of whether it carries out the terms through agents, contractors, and/or consultants. Such agents, contractors, and/or consultants shall be required to comply with the terms of this Agreement, but the Agreement shall be binding and enforceable only against the Parties to this Agreement.

ARTICLE III. PURPOSE

14. The general purposes of this Agreement are to:

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

B. Provide a framework for permitting TSD Units, promote an orderly, effective investigation and cleanup of contamination at the Hanford Site, and avoid litigation between the Parties;

C. Ensure compliance with RCRA and the Washington Hazardous Waste Management Act (HWMA), Ch. 70.105 RCW, for TSD Units including requirements covering permitting, compliance, closure, and post-closure care.

D. Establish a procedural framework and schedule for developing, prioritizing, implementing and monitoring appropriate response actions at the Hanford Site in accordance with CERCLA, the National Contingency Plan (NCP), 40 CFR Part 300, Superfund guidance and policy, RCRA, and RCRA guidance and policy;

E. Facilitate cooperation, exchange of information and the coordinated participation of the Parties in such actions; and

F. Minimize the duplication of analysis and documentation.

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

A. Identify TSD Units which require permits; establish schedules to achieve compliance with interim and final status requirements and to complete DOE's Part B permit application for such Units in accordance with the Action Plan; identify TSD Units which will undergo closure; close such Units in accordance with applicable laws and regulations; require post-closure care where necessary; and coordinate closure with any inter-connected remedial action at the Hanford Site.

B. Identify Interim Action (IA) alternatives which are appropriate at the Hanford Site prior to the implementation of final corrective and remedial actions under RCRA and CERCLA. IA alternatives shall be identified and proposed to the Parties as early as possible and prior to formal proposal, in accordance with the Action Plan. This process is designed to promote cooperation among the Parties in promptly identifying IA alternatives.

C. Establish requirements for the performance of investigations to determine the nature and extent of any threat to the public health or welfare or the environment caused by any release and threatened release of hazardous substances, pollutants or contaminants at Hanford and to establish requirements for the performance of studies for the Hanford Site to identify,

evaluate, and select alternatives for the appropriate action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants or contaminants at the Hanford Site in accordance with CERCLA and HSWA.

D. Identify the nature, objective and schedule of response actions to be taken at the Hanford Site. Response actions at Hanford shall attain that degree of cleanup of hazardous substances, pollutants or contaminants mandated by CERCLA (including applicable or relevant and appropriate state and federal requirements for remedial actions in accordance with Section 121 of CERCLA, 42 U.S.C. Sec. 9621), and HSWA.

E. Implement the selected interim and final remedial actions in accordance with CERCLA, and selected corrective actions in accordance with RCRA.

ARTICLE IV. STATUTORY COMPLIANCE AND RCRA/CERCLA INTEGRATION AND COORDINATION

16. Waste Management Units on the Hanford Site have been classified as either TSD units subject to Chapter 70.105 RCW or past practice units subject to either CERCLA or the corrective action provisions of RCRA. Operable units have been formed which group multiple units for action in accordance with the Action Plan. Some units may be subject to and addressed by both Chapter 70.105 RCW and CERCLA and/or the corrective action requirements of RCRA. Part Two of this Agreement sets forth DOE's obligation to obtain TSD permits, to close TSD Units, and otherwise comply with applicable RCRA requirements. Part Three of this Agreement sets forth DOE's obligations to satisfy CERCLA and HSWA corrective action.

17. In this comprehensive Agreement, the Parties intend to integrate DOE's CERCLA response obligations and RCRA corrective action obligations which relate to the release(s) of hazardous substances, hazardous wastes, pollutants and contaminants covered by this Agreement. Therefore, the Parties intend that activities covered by Part Three of this Agreement will achieve compliance with CERCLA, 42 U.S.C. Section 9601 et seq.; will satisfy the corrective action requirements of the HWA, Sections 3004(u) and (v) of RCRA, 42 U.S.C. Section 6924(u) and (v), for a RCRA permit, and Section 3008(h), 42 U.S.C. Section 6928(h); and will meet or exceed all applicable or relevant and appropriate federal and state requirements to the extent required by Section 121 of CERCLA, 42 U.S.C. Section 9621. The Parties agree that with respect to releases covered by this Agreement, RCRA, and RCW Chapters 70.105 and the Model Toxics Control Act (Initiative 97) as codified beginning March 1, 1989, shall be incorporated where appropriate as "applicable or relevant and appropriate requirements" pursuant to Section 121 of CERCLA.

18. The Parties agree that past practice authority may provide the most efficient means for addressing groundwater contamination plumes originating from both TSD and past practice units. However, in order to ensure that TSD units at Hanford are brought into compliance with RCRA and state hazardous waste regulations, Ecology intends, subject to Part Four of this Agreement, that remedial actions that address TSD groundwater contamination, excluding situations where there is an imminent threat to the public health or environment, will meet or exceed the substantive requirements of RCRA.

19. Based on the foregoing, the Parties intend that any remedial or corrective action selected, implemented and completed under Part Three of this

Agreement shall be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further remedial or corrective action. The Parties intend that such actions will address all aspects of contamination at units covered by the Action Plan so that no further action will be required under federal and state law. However, the Parties recognize and agree that remediation of groundwater contamination from TSD units at the Hanford Site may be managed either under Part Three of this Agreement, or under Part Two of this Agreement, in accordance with the Action Plan. Ecology reserves the right to enforce timely cleanup of TSD associated groundwater contamination as provided in Article XLVI (Reservation of Rights).

20. ~~Until Ecology is authorized pursuant to Section 3006 of RCRA, EPA will administer those provisions of Subtitle C of RCRA for which Ecology is not authorized. When Ecology will administer the HWMA, in accordance with this Agreement, including those provisions which have not yet been authorized under RCRA Section 3006.~~ Ecology has received authorization from EPA to implement the corrective action provisions of RCRA pursuant to Section 3006 of RCRA, and Ecology shall administer and enforce such provisions in accordance with this Agreement. ~~At such time, Ecology may enforce the RCRA corrective action requirements of the Agreement pursuant to Article X (Enforceability), and any disputes with DOE involving such corrective action requirements shall be resolved in accordance with Article VIII (Resolution of Disputes).~~ Disputes arising under Part Two of this Agreement ~~involving~~ including provisions of the ~~HWMA~~ Subtitle C of RCRA for which the State is not authorized shall be resolved in accordance with Article ~~XVIII~~ XVIII (Resolution of Disputes). Any disputes between EPA and Ecology concerning Subtitle C RCRA requirements will be resolved in accordance with Part Four. EPA and Ecology agree that

when permits are issued to DOE for hazardous waste management activities pursuant to Part Two of this Agreement, requirements relating to remedial action for hazardous waste management units under Part Three of this Agreement shall be the RCRA corrective action requirements for those units, whether that permit is administered by EPA or Ecology. EPA and Ecology shall reference and incorporate the appropriate provisions, including schedules (and the provision for extension of such schedules) of this Agreement into such permits.

21. Nothing in this Agreement shall alter the DOE's authority with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. Sec. 9604, as provided by Executive Order 12580.

ARTICLE V. DEFINITIONS

22. Except as noted below or otherwise explicitly stated, the appropriate definitions provided in CERCLA, RCRA, the NCP, Ch. 70.105 RCW and Ch. 173-303 WAC shall control the meaning of terms used in this Agreement. In addition:

A. "Action Plan" means the implementing document for this Agreement, which is set forth as Attachment 2 and by this reference incorporated into this Agreement. The term includes all amendments to that document, which the Parties anticipate will be made periodically.

B. "Additional Work" means any new or different work outside the originally agreed upon scope of work, which is determined pursuant to Article XXX (Additional Work).

C. "Agreement" means this document and includes all attachments, addenda and modifications to this document, which are required to be written and to be incorporated into or appended to this document.

D. "Applicable or Relevant and Appropriate Requirements" (ARAR) means any standard, requirement, criteria or limitation as provided in Section 121(d)(2) of CERCLA.

E. "Article" means a subdivision of this Agreement which is identified by a Roman numeral.

F. "Authorized Representative" is any person, including a contractor, who is specifically designated by a Party to have a defined capacity, including an advisory capacity.

G. "Days" mean calendar days, unless otherwise specified. Any submittal, written notice of position or written statement of dispute that would be due under the terms of this Agreement on a Saturday, Sunday or federal or state holiday shall be due on the following business day.

H. "Dispute Resolution" means the process for resolving disputes that arise under this Agreement.

I. "DOE" or "US DOE" means the United States Department of Energy, its employees and Authorized Representatives.

J. "Ecology" means the State of Washington Department of Ecology, its employees and Authorized Representatives.

K. "EPA" means the United States Environmental Protection Agency, its employees and Authorized Representatives.

L. "Hanford," "Hanford Site," or "Site" means the approximately 560 square miles in Southeastern Washington State (excluding leased land, State owned lands, and lands owned by the Bonneville Power Administration) which is owned by the United States and which is commonly known as the Hanford Reservation (see map at Figure 7-1 in the Action Plan). This definition is not intended to limit CERCLA or RCRA authority regarding hazardous wastes,

substances, pollutants or contaminants which have migrated off the Hanford Site.

M. "Hazardous Substance" is defined in CERCLA Section 101(14).

N. "Hazardous Waste" are those wastes included in the definitions at RCRA Section 1004(5) and RCW 70.105.010(15).

O. "HWMA" shall mean the Hazardous Waste Management Act as codified at Ch. 70.105 RCW, and its implementing regulation at Ch. 173-303 Washington Administrative Code.

P. "HSWA" shall mean the Hazardous and Solid Waste Amendments of 1984, P.L. 98-616.

Q. "HSWA Corrective Action" means those corrective action requirements set forth in Sections 3004(u) and (v) and 3008(h) of RCRA; and, ~~upon authorization pursuant to Section 3006 of RCRA,~~ state equivalents.

R. "Lead Regulatory Agency" is that ~~regulatory~~ agency (EPA or Ecology) which is assigned ~~primary administrative and technical regulatory oversight~~ responsibility with respect to actions under this Agreement ~~at~~ regarding a particular Operable Unit, TSD Unit/Group or Milestone pursuant to Section 5.6 of the Action Plan. The designation of a Lead Regulatory Agency shall not change the jurisdictional authorities of the Parties.

S. "Radioactive Mixed Waste" or "Mixed Waste" are wastes that contains both hazardous wastes subject to RCRA, as amended, and radioactive waste subject to the Atomic Energy Act of 1954, as amended.

T. "Operable Unit" means a discrete portion of the Hanford Site, as identified in Section 3.0 of the Action Plan.

U. "Paragraph" means a numbered paragraph (including subparagraphs) of this Agreement.

V. "Part" means one of the five major divisions of this Agreement.

W. "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended. For purposes of this Agreement, "RCRA" also includes HWMA, Ch. 70.105 RCW.

X. "RCRA Permit" means a permit under RCRA and/or HWMA for treatment, storage or disposal of hazardous waste.

Y. "Timetables and deadlines" means major and interim milestones and all work and actions (not including target dates) as delineated in the Action Plan and supporting work plans (including performance of actions established pursuant to the Dispute Resolution procedures set forth in this Agreement).

Z. "TSD Group" means a grouping of TSD (treatment, storage or disposal) Units for the purpose of preparing and submitting a permit application and/or closure plan pursuant to the requirements under RCRA, as determined in the Action Plan.

AA. "TSD Unit" means a treatment, storage or disposal Unit which is required to be permitted and/or closed pursuant to RCRA requirements as determined in the Action Plan.

BB. "Waste Management Unit" means an individual location on the Hanford Site where waste has or may have been placed, either planned or unplanned, as identified in the Action Plan.

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PART TWO

PERMITTING/CLOSURE OF TSD UNITS/GROUPS

ARTICLE VI. FINDINGS AND DETERMINATIONS

23. The following paragraphs of this Article constitute a summary of the facts upon which EPA and Ecology are proceeding for purposes of Part Two of this Agreement. None of the facts related herein shall be considered admissions by any Party. This Article contains findings by EPA and Ecology, and shall not be used by any person related or unrelated to this Agreement for purposes other than determining the basis of this Agreement.

A. In and/or before 1943, the United States acquired approximately 560 square miles of land, now known as the Hanford Reservation. The DOE and its predecessors have operated Hanford continuously since 1943, mainly for the production of special nuclear materials for the national defense.

B. On or about August 14, 1980, DOE submitted a Notice of Hazardous Waste Activity to EPA pursuant to Section 3010 of RCRA, identifying DOE as a generator, transporter and owner and operator of a TSD Facility. On or about November 1980, DOE submitted Part A of its permit application to EPA qualifying for interim status pursuant to Section 3005 of RCRA. DOE's Part A ~~was has been~~ modified by DOE and submitted to EPA and/or Ecology on ~~at least four several~~ occasions, ~~including most recently on May 20, 1988.~~ The A revised Part A application submitted on May 20, 1988, related to activities involving Mixed Waste.

C. DOE operates and has operated since November 19, 1980, a hazardous waste management facility engaged in the treatment, storage, and disposal of Hazardous Wastes which are subject to regulation under RCRA and/or the Washington State Hazardous Waste Management Act, Ch. 70.105 RCW.

D. Since the establishment of the Hanford Site in 1943, materials subsequently defined as Hazardous Substances, pollutants and contaminants by CERCLA, materials defined as Hazardous Waste and constituents by RCRA and/or Ch. 70.105 RCW, have been produced, and disposed of or released, at various locations at the Hanford Site, including TSD Units.

24. Based upon the Finding of Fact set forth in Paragraph 23, and the information available, and without admission by DOE, EPA and Ecology have determined the following:

A. Pursuant to Sec. 6001 of RCRA, 42 U.S.C. Section 6961, DOE is subject to and must comply with RCRA and the Washington State Hazardous Waste Management Act, Ch. 70.105 RCW.

B. The Hanford Site includes certain hazardous waste treatment, storage, and disposal Units authorized to operate under Section 3005(e) of RCRA, 42 U.S.C. Sec. 6925(e), and is subject to the permit requirements of Section 3005 of RCRA.

C. Certain wastes and constituents at the Hanford Site are Hazardous Wastes or hazardous constituents as defined by Section 1004(5) of RCRA, 42 U.S.C. Sec. 6903(5), and 40 CFR Part 261. There are also Hazardous Wastes or hazardous constituents at the Hanford Site within the meaning of Ch. 70.105 RCW and WAC 173-303.

D. The Hanford Site constitutes a facility within the meaning of Sections 3004 and 3005 of RCRA, 42 U.S.C. Secs. 6924 and 6925, and RCW 70.105.

E. The DOE is the owner of the Hanford Site.

25. The submittals, actions, schedules, and other elements of work required or imposed by this Agreement are reasonable and necessary to protect the public health and welfare and the environment.

ARTICLE VII. WORK

26. DOE agrees to perform the work described in this Article VII in accordance with the Action Plan. The Action Plan delineates the actions to be taken, schedules for such actions, and establishes the overall plan to conduct RCRA permitting and closures, and remedial or corrective action under CERCLA or RCRA. The Action Plan lists the Hanford TSD Units and TSD Groups which are subject to permitting and closure under this Agreement. Additional TSD Units may be listed as they are identified. Units listed in Appendix B of the Action Plan are subject to regulation under RCRA and Ch. 70.105 RCW. Ecology agrees to provide DOE with guidance and timely response to requests for guidance to assist DOE in the performance of its work under Part Two of this Agreement.

27. DOE shall comply with RCRA Permit requirements for TSD Units specifically identified for permitting or closure by the Action Plan and shall submit permit applications in accordance with the Action Plan. EPA shall issue the HSWA provisions of such permits until such authority is delegated to Ecology pursuant to Section 3006 of RCRA. ~~The lead regulatory agency EPA and Ecology~~ shall review such permit applications in accordance with applicable law. The RCRA Permit, whether issued by Ecology and EPA, or Ecology alone after delegation of HSWA authority, shall reference the terms of this Agreement, and provide that compliance with this Agreement and corrective action permit conditions developed pursuant to this Agreement shall satisfy all substantive corrective action requirements of RCRA/HSWA.

28. DOE shall bring its facility into compliance with RCRA requirements specified in the Action Plan according to the schedule set forth therein. DOE shall comply with RCRA closure requirements under applicable regulations for those TSD Units specifically identified in the Action Plan. DOE shall implement closures in accordance with the Action Plan. Closures under this Article shall be regulated by Ecology under applicable law, but shall, as necessary, be coordinated with remedial action requirements of Part Three.

29. If Ecology determines that DOE is violating or has violated any RCRA requirement of this Agreement, and that formal enforcement action is appropriate, it will notify DOE in writing of the following: the facts of the violation(s); the regulation(s) or statute(s) violated; and Ecology's intention to take formal enforcement action; provided, however, that no such notice will necessarily be given for violations that Ecology considers egregious. The purpose of providing this notice is to allow DOE an opportunity to identify any facts it believes are erroneous. This notice shall be sent to the ~~Program Manager~~ Director for DOE's Office of Environmental Assurance, Permits & Policy no later than seven (7) days before Ecology intends to take formal enforcement action. This notice (or the failure to give notice of violations that Ecology considers egregious) shall not be subject to dispute resolution under this Agreement. If Ecology takes formal enforcement action, the adequacy of the notice provided pursuant to this paragraph may not be challenged in any appeal. For purposes of this paragraph, taking "formal enforcement action" means issuing an order and/or penalty under chapter 70.105 RCW.

ARTICLE VIII. RESOLUTION OF DISPUTES

30. Except as otherwise specifically provided in this Agreement, if DOE objects to any Ecology disapproval, proposed modification, decision or determination made pursuant to Part Two of this Agreement (or Part Three requirements imposed by Ecology pursuant to HSWA provisions upon authorization for which Ecology is the lead regulatory agency) it shall notify Ecology in writing of its objection within seven (7) days of receipt of such notice. Thereafter, DOE and Ecology shall make reasonable efforts to informally resolve disputes at the ~~unit~~project manager level. ~~If resolution cannot be achieved at this level within thirty (30) days after Ecology's receipt of DOE's objection, the objection shall be elevated to Ecology's project manager who shall continue to make reasonable efforts to resolve the dispute at the project manager level. Ecology's project manager shall issue a written decision or determination no later than forty four (44) days after Ecology's receipt of DOE's objections.~~ These Dispute Resolution provisions shall not apply to Dangerous Waste permit actions which are otherwise subject to administrative or judicial appeal. These Dispute Resolution provisions shall not apply to enforcement actions which are otherwise subject to administrative or judicial appeal, except that these Dispute Resolution provisions shall apply in the event of the assessment of stipulated penalties under Article IX.

A. ~~Within ten (10) days after receipt of the project manager's decision, DOE may submit to the Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the disputing Party's position with respect to the dispute, the information the disputing Party is relying upon to support its position, and a description of the steps taken to try to resolve the dispute.~~ ~~If resolution cannot be achieved at the project manager level within thirty (30) days of the receipt of DOE's~~

objection, the dispute may be elevated to the Inter Agency Management Integration Team (IAMIT). Prior to the expiration of the thirty (30) day period DOE shall submit a written statement of dispute to the IAMIT thereby elevating the dispute to the IAMIT for resolution. This statement shall set forth the nature of the dispute, DOE's position on the dispute, supporting information and the history of the attempted resolution. The DRCIAMIT will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. The Parties agree to utilize the Dispute Resolution process only in good faith and agree to expedite, to the extent possible, the Dispute Resolution process whenever it is used. Any challenge as to whether a dispute is raised in good faith shall be subject to the provisions of this Article and addressed as part of the underlying dispute.

B. The Ecology designated member of the DRCIAMIT is the ~~Assistant Director for Waste Management Program Manager for the Nuclear Waste Program.~~ DOE's designated member shall be the ~~Assigned Executive Manager of the DRC is the Program Manager, Office of Environmental Assurance, Permits & Policy of the Richland Operations Office.~~ Notice of any delegation of authority from a Party's designated member on the DRCIAMIT shall be provided to the other Party.

C. During the ~~ten (10) day~~ period preceding the submittal of the written statement to the DRCIAMIT, the Parties may engage in informal dispute resolution among the project managers. During this informal dispute resolution period, the Parties may meet as many times as necessary to discuss and attempt resolution of the dispute.

D. Following elevation of a dispute to the DRCIAMIT, the DRCIAMIT shall have twenty-one (21) days to unanimously resolve the dispute. If the

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DRCIAMIT is unable to unanimously agree on a resolution of the dispute, the Director of Ecology shall make a final written decision or written determination no more than thirty-five (35) days after elevation submission of the written statement of the dispute to the DRCIAMIT. Upon request and prior to resolution of the dispute, the Director Ecology's Assistant Director for Waste Management shall meet with the Deputy Manager of DOE-RL to discuss the matter. Any such meeting shall not extend the deadline by which the Director of Ecology shall make a final decision or determination. All parties agree that this final decision or determination shall be deemed to have been decided as an adjudicative proceeding and that DOE may challenge Ecology's final decision or determination as provided by and subject to the standards contained in Ch. 34.05 RCW. If DOE objects to the decision or determination, DOE may file an appeal, at DOE's discretion, in either the Pollution Control Hearing Board (PCHB) or in the courts. If DOE elects to file an appeal from the decision directly in the courts, Ecology agrees that it will not raise an argument that initial jurisdiction of the matter should lie with the PCHB. For all disputes requiring a final decision or determination by the Director of Ecology, Ecology shall prepare an agency record in accordance with RCW 34.05.476. The agency record for review of such final decision or determination shall consist of the following documents: 1) the Ecology disapproval that DOE disputes; 2) the written notice of objection initiating the dispute; 3) the written statement of dispute, including all attachments; 4) any correspondence between project managers concerning the dispute; 5) IAMIT meeting minutes concerning the dispute, with attachments; 6) all other documents identified by Ecology as being considered before the final decision or determination and used as a basis for the decision or determination; 7) the Director of Ecology's final written decision or determination; and 8) this

Agreement. The agency record shall constitute the basis for judicial review regarding the director's final decision or determination in accordance with RCW 34.05.558.

E. Any deadline in the Dispute Resolution process may be extended with the consent of Ecology and DOE.

F. The pendency of any dispute under this Article shall not affect DOE's responsibility for timely performance of the work required by this Agreement, except that, when DOE has delivered a signed change request to Ecology ~~one hundred and ten (110)~~ninety (90) days or more in advance of when a milestone or other enforceable schedule or deadline under this Agreement is due and Ecology's action on the change request has been disputed under this Article, the time period for completion of work directly affected by such dispute shall be extended for at least a period of time equal to the actual time taken to resolve any good faith dispute beyond ~~ninety six (96)~~seventy four (74) days. In accordance with the procedures specified in ~~Article XL (Extensions)~~ and Section 12 of the Action Plan, the Parties may agree to extend or postpone any milestone or other enforceable schedule or deadline under this Agreement during the pendency of any dispute. All elements of the work required by this Agreement which are not directly affected by the dispute shall continue and be completed in accordance with this Agreement.

G. In the event that Ecology assesses stipulated penalties under Article IX and DOE disputes the matter under this Article VIII, stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of

noncompliance with any applicable provision of the Agreement. In the event that Energy does not prevail on the disputed issue, stipulated penalties may be assessed and shall be paid as provided in Article IX.

~~H. When Dispute Resolution is in progress, work affected by the dispute will immediately be discontinued if Ecology requests, in writing, that such work be stopped, and states the reason as to why stoppage is required. After stoppage of work, if DOE believes that the work stoppage is inappropriate, DOE may meet with Ecology to discuss the work stoppage. Within twenty one (21) days of this meeting, Ecology will issue a final written decision with respect to the stoppage. This final written decision of the Ecology project manager may immediately be subjected to dispute resolution at the DRC level.~~

H. When Dispute Resolution is in progress, work affected by the dispute will immediately be discontinued if the Ecology project manager requests in writing that such work be stopped because, in Ecology's opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse affect on human health and environment, or is likely to have a substantial adverse affect on the remedy selection or implementation process. To the extent possible, Ecology shall give DOE prior notification that a work stoppage request is forthcoming. After stoppage of work, if DOE believes that the work stoppage is inappropriate, DOE may meet with Ecology to discuss the work stoppage. Within fourteen (14) days of this meeting, the Ecology project manager will issue a final written decision with respect to the stoppage. Upon receipt of this final written decision of the Ecology project manager, DOE may initiate dispute resolution at the IAMIT level.

I. DOE shall abide by all terms and conditions of a final resolution of any dispute. Within twenty-one (21) days of the final

resolution of any dispute under this Article, or under any appeal action, DOE shall incorporate the resolution and final determination into the appropriate plan, schedule or procedure(s) and proceed to implement this Agreement according to the amended plan, schedule or procedure(s). DOE shall notify Ecology as to the action(s) taken to comply with the final resolution of a dispute.

J. Under the applicable portions of the Action Plan attached to this Agreement, Ecology will make final written decisions or determinations regarding compliance with Ch. 70.105 RCW. Disputes regarding these decisions or determinations shall be resolved utilizing the procedures described above, except as otherwise specifically provided in this Agreement. Ecology will also be making certain decisions and determinations as Lead Regulatory Agency at certain CERCLA units pursuant to the Action Plan. Disputes involving Ecology's CERCLA decisions or determinations shall be resolved utilizing the Dispute Resolution process in ~~Part Three, Article XVI~~ Part Two, Article VIII ~~except as otherwise provided in Part Four.~~

K. When DOE submits RCRA Permit applications, closure plans, and post-closure plans required under Ch. 70.105 RCW which are deficient, Ecology, as appropriate, may respond with a Notice of Deficiency (NOD) documenting revisions necessary for compliance, or may, in the event the submission is found by Ecology to be not in good faith or to contain significant deficiencies, assess stipulated penalties in accordance with Article IX. In the event that NOD(s) are issued, the first two NODs on any submittal shall not be subject to the formal dispute resolution process. Any subsequent NOD may be so subject. Ecology and DOE may agree, however, to subject any NOD to dispute resolution.

L. In computing any period of time prescribed in this dispute resolution process, the day a document is received shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which case the period runs until the end of the next day that is neither a Saturday, Sunday nor a legal holiday.

ARTICLE IX. STIPULATED DANGEROUS WASTE PENALTIES

31. In the event that DOE fails to submit a Primary Document pursuant to the appropriate timetable or deadline or fails to comply with a term or condition of Part Two of this Agreement ~~or Part Three Corrective Action requirements~~ including milestones ~~(or Part Three Corrective Action requirements upon authorization of Ecology to implement such requirements)~~, Ecology may assess a stipulated penalty against DOE. A stipulated penalty may be assessed in an amount up to \$5,000 for the first week (or part thereof), and up to \$10,000 for each additional week (or part thereof) for which a failure set forth in this Paragraph occurs.

If the failure in question is not already subject to Dispute Resolution at the time such assessment is received, DOE shall have seven (7) days after receipt of the assessment to invoke Dispute Resolution on the question of whether the failure did in fact occur. DOE shall not be liable for the stipulated penalty assessed by Ecology 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 on DOE's failure to comply.

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

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

33. Stipulated penalties assessed pursuant to this Article shall be payable to the Hazardous Waste Control and Elimination account of the State Treasury.

34. All funds collected by the State from DOE penalties under this Agreement shall be used by the State as provided by the Federal Facility Compliance Act, Section 102(b).

35. In no event shall this Article give rise to a stipulated penalty in excess of the amount set forth in RCRA Section 3008.

36. This Section shall not affect DOE's ability to request an extension of a timetable, deadline, or schedule pursuant to any Section of this Agreement, ~~including Article XL (Extensions)~~. No penalty shall be assessed for a violation of a timetable, deadline or schedule caused by an event of force majeure as defined under Article XLVII (Force Majeure).

37. Nothing in this Agreement shall be construed to render an employee or authorized representative of DOE personally liable for the payment of any stipulated penalty assessed pursuant to this Article.

38. Nothing in this Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of Ecology to seek any remedies or sanctions available by virtue of DOE's violation of this Agreement or, for matters not specifically addressed by this Agreement, of the statutes and regulations upon which it is based, including but not limited to penalties, pursuant to Ch. 70.105 RCW; provided, however, that the assessment of stipulated penalties shall preclude Ecology from seeking any other penalty payments from DOE under Ch. 70.105 RCW for the same violations.

ARTICLE X. ENFORCEABILITY

39. In the event DOE or Ecology fails to comply with the RCRA provisions of this Agreement, the other Party may initiate judicial enforcement of the Agreement. In enforcing the RCRA provisions of this Agreement, a Party may seek injunctive relief, specific performance, sanctions or other relief available under applicable law. DOE and Ecology, prior to seeking enforcement, shall utilize the Dispute Resolution procedures of Article VIII, except as provided in Article XLVI (Reservation of Rights).

40. Part Two, enforceable major and interim milestones, and other RCRA provisions of this Agreement including those related to statutory requirements, regulations, permits, closure plans, or corrective action, including record keeping and reporting shall be enforceable by citizen suits under Section 7002(a)(1)(A) of RCRA, including actions by the State of Washington, Ecology or other state agencies. DOE agrees that the State or one of its agencies is a "person" within the meaning of Section 7002(a) of RCRA.

41. The Parties agree that the RCRA provisions set forth in this Agreement which address record keeping, reporting, enforceable milestones (excluding target dates), regulations, permits, closure plans, or corrective

action are RCRA statutory requirements and are thus enforceable by the Parties.

ARTICLE XI. SCHEDULE

42. A. Tank waste remediation system milestones will be established in accordance with Section 11.7 of the Action Plan.

B. Except as provided above, specific major and interim milestones, as agreed to by the Parties, are set forth in the Action Plan.

ARTICLE XII. COMMON TERMS

43. The provisions of Parts Four, and Five, Articles XXIII through LI below, apply to this Part Two and are incorporated herein by reference.

PART THREE

REMEDIAL AND CORRECTIVE ACTIONS

ARTICLE XIII. FINDINGS AND DETERMINATIONS

44. The following paragraphs of this Article constitute a summary of the facts upon which EPA and Ecology are proceeding for purposes of Part Three of this Agreement. None of the facts related herein shall be considered admissions by any Party. This Article contains findings by EPA and Ecology, and shall not be used by any person related or unrelated to this Agreement for purposes other than determining the basis of this Agreement.

A. In and/or before 1943, the United States acquired approximately 560 square miles of land, now known as the Hanford Site. The DOE and its predecessors have operated Hanford continuously since 1943, mainly for the production of special nuclear materials for the national defense.

B. Since the establishment of the Hanford Site in 1943, materials subsequently defined as hazardous substances, pollutants and contaminants by CERCLA, materials defined as hazardous waste and constituents by RCRA and/or Ch. 70.105 RCW, have been produced, and disposed of, or released, at various locations at the Hanford Site, including TSD Units.

C. Certain hazardous substances, contaminants, pollutants, hazardous wastes and constituents remain on and under the Hanford Site, and have been detected in groundwater and surface water at the Hanford Site.

D. Groundwater, surface water and air pathways provide routes for the migration of Hazardous Substances, pollutants, contaminants, and Hazardous Wastes and constituents from the Hanford Site into the environment.

E. An estimated five billion cubic yards of solid and dilute liquid wastes, which include hazardous substances, mixed waste, and hazardous waste and constituents have been disposed of at the Hanford Site. Significant above-background concentrations of hazardous substances, including chromium, strontium-90, tritium, iodine-129, uranium, cyanide, carbon tetrachloride, nitrates, and technetium-99 have been detected in the groundwater (unconfined aquifer) at the Hanford Site. These materials have toxic, carcinogenic, mutagenic, or teratogenic effects on humans and other life forms.

F. The Hanford Site is adjacent to the Columbia River. Approximately 70,000 people use groundwater and surface water obtained within three miles of the Hanford Site for drinking. This same water is used to irrigate approximately 1,000 acres.

G. The migration of such materials presents a threat to the public health, welfare and the environment.

H. On or about September 14, 1987, DOE voluntarily undertook and provided to EPA information and data on the Hanford Site, which supported nomination of four aggregate areas on the Hanford Site for inclusion on the NPL, pursuant to CERCLA. EPA, by letter dated April 22, 1988, deemed this information and data to be the functional equivalent of a Site Preliminary Assessment and Site Investigation (PA/SI). EPA subsequently placed the Hanford Site on the Federal Agency Hazardous Waste Compliance Docket, 52 Fed. Reg. 4280 (February 12, 1988). On June 24, 1988, EPA proposed inclusion of four subareas of the Hanford Site on the NPL.

45. Based on the Findings of Fact set forth in paragraph 44, and the information available, and without admission by DOE, EPA and Ecology have determined the following:

A. DOE is a person as defined in Section 101(a) of CERCLA, 42 U.S.C. Sec. 9601(a).

B. The DOE Hanford Site located in Washington State constitutes a facility within the meaning of 42 U.S.C. Sec. 9601(9).

C. Hazardous Substances, and pollutants or contaminants within the meaning of 42 U.S.C. Secs. 9601(14) and (33) and 9604(a)(2) have been disposed of or released at the Hanford Site.

D. There have been releases and there continue to be releases and threatened releases of Hazardous Substances, and pollutants or contaminants into the environment within the meaning of 42 U.S.C. Secs. 9601(22), 9604, 9606 and 9607 at and from the Hanford Site.

E. With respect to those releases and threatened releases, DOE is a responsible person within the meaning of 42 U.S.C. Sec. 9607.

F. The Hanford Site includes certain hazardous waste treatment, storage, and disposal Units authorized to operate under Section 3005(e) of RCRA, 42 U.S.C. Sec. 6925(e), and Ch. 70.105 RCW and 173-303 WAC, which are subject to the permit requirements of RCRA.

G. Certain wastes and constituents at the Hanford Site are Hazardous Wastes or hazardous constituents thereof as defined by Section 1004(5) of RCRA, 42 U.S.C. Sec. 6903(5) and 40 CFR Part 261. There are also Hazardous Wastes or hazardous constituents at the Hanford Site within the meaning of Ch. 70.105 RCW and 173-303 WAC.

H. There is or has been a release of Hazardous Wastes and/or hazardous constituents into the environment from the Hanford Site.

I. The Hanford Site constitutes a facility within the meaning of Sections 3004 and 3005 of RCRA, 42 U.S.C. Secs. 6924 and 6925, and RCW 70.105.

J. The DOE is the owner of the Hanford Site.

K. The submittals, actions, schedules, and other elements of work required or imposed by this Agreement are reasonable and necessary to protect the public health and welfare and the environment.

ARTICLE XIV. WORK

46. DOE agrees to perform the work described in this Article XIV in accordance with the Action Plan. EPA and Ecology agree to provide DOE with guidance and timely response to requests for guidance to assist DOE in its performance of work under Part Three of this Agreement. ~~Upon delegation of authority for RCRA Subtitle C corrective action provisions to Ecology pursuant to Section 3006 of RCRA, Ecology will administer such authority~~ RCRA subtitle C corrective action provisions in accordance with this Agreement and issue all future modifications to the corrective action portion of the TSD permits. However, ~~the selection of remedial or corrective action shall continue to be governed by Part Three of this Agreement, both before and after such time as the State becomes authorized pursuant to Section 3006 of RCRA by EPA. Upon such authorization, however, d~~ Disputes between DOE and Ecology arising under this Part which involve provisions of Subtitle C of RCRA for which the State is authorized corrective action shall be resolved in accordance with Article VIII (Resolution of Disputes).

47. Interim Response Actions. DOE agrees that it shall develop and implement Interim Response Actions (IRAs) at operable units being managed under CERCLA corrective action authority, as required by EPA, ~~or Ecology if it is the lead regulatory agency, and as set forth in Chapter 7.0 of the Action Plan. The IRAs shall be consistent with the purposes set forth in Article III (Purpose) of this Agreement. EPA, in consultation with DOE and Ecology, shall make the selection of the interim response action(s).~~ In the event of dispute

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by DOE or Ecology, the final selection of the interim response action(s) shall be made by the ~~lead regulatory agency~~ EPA Administrator, and shall not be subject to dispute by the Parties. IRAs shall, to the greatest extent practicable, attain ARARs and be consistent with and contribute to the efficient performance of final response actions. A dispute arising under this Article on any matter other than EPA's final selection of an interim response action shall be resolved pursuant to ~~Article VIII where Ecology is the lead regulatory agency and Article XVI (Resolution of Disputes) where EPA is the lead regulatory agency, except as provided elsewhere in this Agreement.~~

48. Interim Measures. DOE agrees that it shall develop and implement Interim Measures (IMs) at operable units being managed under RCRA corrective action authority, as required by ~~the lead regulatory agency~~ Ecology, and as set forth in Chapter 7.0 of the Action Plan. The IMs shall be consistent with the purposes set forth in Article III (Purpose) of this Agreement. ~~If Ecology is the lead regulatory agency it shall recommend interim measures, in consultation with DOE and EPA. EPA shall select interim measures until Ecology is authorized pursuant to Section 3006 of RCRA for HSWA corrective action, at which time Ecology shall select the interim measures.~~ IMs shall to the greatest extent practicable be consistent with and contribute to efficient performance of corrective actions. A dispute arising under this paragraph shall be resolved pursuant to ~~Article XVI, except that if the dispute concerns requirements imposed by Ecology after HSWA authorization pursuant to Section 3006 of RCRA, such disputes shall be resolved pursuant to Article VIII.~~

49. RCRA Facility Assessments. DOE agrees it shall develop, implement and report upon RCRA Facility Assessments (RFAs) which comply with applicable requirements of RCRA, the RCRA regulations, and pertinent written

guidance and established written EPA and Ecology policy, and which are in accordance with the requirements and time schedules set forth in the Action Plan. Such assessment may be done for an entire Operable Unit, or individual Waste Management Units within an Operable Unit.

50. Remedial Investigations. DOE agrees it shall develop, implement and report upon remedial investigations (RIs) which comply with applicable requirements of CERCLA, the National Contingency Plan (NCP), and pertinent written guidance and established written EPA policy, and which is in accordance with the requirements and time schedules set forth in the Action Plan.

51. RCRA Facility Investigations. DOE agrees it shall develop, implement and report upon RCRA facility investigations (RFIs) which comply with applicable requirements of RCRA, the RCRA regulations, and pertinent written guidance and established written EPA and Ecology policy, and which is in accordance with the requirements and time schedules set forth in the Action Plan.

52. Feasibility Studies. DOE agrees it shall design, propose, undertake and report upon feasibility studies (FSs) which comply with applicable requirements of CERCLA, the National Contingency Plan (NCP), and relevant guidance and established EPA policy, and which is in accordance with the requirements and time schedules set forth in the Action Plan.

53. Corrective Measures Studies. DOE agrees it shall design, propose, undertake and report upon corrective measure studies (CMSs) which comply with applicable requirements of RCRA, the RCRA regulations, and relevant written guidance and established written EPA and Ecology policy, and which is in accordance with the requirements and time schedules set forth in the Action Plan.

54. Remedial and Corrective Actions. DOE shall develop and submit its proposed remedial action (or corrective action) alternative following completion and approval of an RI and FS (or RCRA RFI and CMS), in accordance with the requirements and schedules set forth in the Action Plan. If Ecology is the lead regulatory agency, it ~~will~~ ~~may~~ recommend the CERCLA remedial action(s) it deems appropriate to EPA. ~~In addition, prior to authorization of Ecology for RCRA corrective action, Ecology may recommend RCRA corrective action it deems appropriate to EPA.~~ The EPA Administrator, in consultation with the DOE and Ecology, shall make final selection of the CERCLA remedial action(s), ~~which shall not be subject to dispute.~~ ~~and RCRA corrective action(s) prior to corrective action authorization.~~ After authorization, and ~~in~~ accordance with the Action Plan, Ecology in consultation with DOE ~~and EPA~~ shall select the RCRA corrective action(s). The final selection of ~~remedial action(s) and RCRA corrective action(s) by the Administrator~~ Ecology shall be final and not subject to dispute. Notwithstanding this Article, or any other Article of this Agreement, the State may seek judicial review of an interim or final remedial action in accordance with Sections 113 and 121 of CERCLA, 42 U.S.C. Secs. 9613 and 9621.

55. Implementation of Remedial and Corrective Actions. Following final selection, DOE shall design, propose and submit to ~~the lead regulatory agency~~ EPA ~~and Ecology~~, a detailed plan for implementation of each selected remedial action(s) and RCRA corrective action(s), which shall include operations and maintenance plans, appropriate timetables and schedules. Following review and approval by the lead regulatory agency, DOE shall implement the remedial action(s) and RCRA corrective action(s) in accordance with the requirements and time schedules set forth in the Action Plan to this Agreement. A dispute arising under this Article on any matter other than

EPA's final selection of a remedial action shall be resolved pursuant to ~~Article VIII where Ecology is the lead regulatory agency and Article XVI (Resolution of Disputes) where EPA is the lead regulatory agency.~~

56. All work described above, whether labeled "remedial action" or "corrective action," and whether performed pursuant to CERCLA and an RI/FS or the RCRA/HSWA equivalent shall be governed by this Part Three. CERCLA remedial action and, as appropriate, HSWA corrective action shall meet ARARs in accordance with CERCLA Section 121.

57. Notwithstanding any part of this Agreement, Ecology may obtain judicial review of any final decision of EPA on selection of a final remedial action at any Operable Unit pursuant to Section 113 of CERCLA. Ecology also reserves the right to obtain judicial review of any ARAR determination pursuant to Section 121 of CERCLA.

ARTICLE XV. REVIEW OF DOCUMENTS

58. The provisions of Section 9.0 of the Action Plan establish the procedures that shall be used by DOE, EPA, and Ecology to provide the Parties with appropriate notice, review, comment and response to comments regarding RI/FS, Remedial Design and Remedial Action (RD/RA) documents (or RCRA Corrective Action equivalent) specified as either Primary or Secondary Documents in the Action Plan. ~~As of the effective date of this Agreement,~~ ~~all~~ primary documents shall be subject to Dispute Resolution in accordance with ~~Article VIII where Ecology is the lead regulatory agency and Article XVI where EPA is the lead regulatory agency (Resolution of Disputes).~~ Secondary documents are not subject to Dispute Resolution. In accordance with Section 120 of CERCLA, DOE will be responsible for issuing primary and secondary documents to ~~EPA and Ecology~~ ~~the lead regulatory agency.~~ The lead

regulatory agency shall be responsible for consolidating comments and providing responses to DOE on all required submittals for the Operable Units for which it is the designated Lead Regulatory Agency. No guidance, suggestions, or comments by Ecology or EPA will be construed as relieving DOE of its obligation to obtain formal approval required by Part Three of this Agreement.

ARTICLE XVI. RESOLUTION OF DISPUTES

59. If a dispute arises under Part Three of this Agreement with respect to a matter for which EPA is the lead regulatory agency, or as specifically set forth elsewhere in this Agreement, the procedures of this Article shall apply. These procedures shall not apply, however, where otherwise specifically excluded. ~~The Parties to this Agreement~~ EPA and DOE shall make reasonable efforts to informally resolve disputes ~~among project managers or their immediate supervisors~~. Except as provided in Paragraph 46, if resolution cannot be achieved informally, the procedures of this Article shall be implemented to resolve a dispute. These Dispute Resolution provisions shall not apply to RCRA permit actions which are otherwise subject to administrative or judicial appeal. These Dispute Resolution provisions shall not apply to enforcement actions which are otherwise subject to administrative or judicial appeal, except that these Dispute Resolution provisions shall apply in the event of the assessment of stipulated penalties.

A. Within thirty (30) days after: (1) the period established for review of a primary document pursuant to Article XV (Review of Documents), or (2) any action which leads to or generates a dispute, the disputing Party shall submit to the ~~other Parties~~ ~~JAMIT~~ a written statement setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's

position with respect to the dispute, the information the disputing Party is relying upon to support its position, and a description of all steps taken to resolve the dispute.

B. Prior to issuance of a written statement of dispute, the disputing Parties shall engage the other Parties in informal Dispute Resolution among the project managers ~~and/or their immediate supervisors~~. During this informal Dispute Resolution period the Parties EPA and DOE shall meet as many times as necessary to discuss and attempt resolution of the dispute.

C. If agreement cannot be reached on any issue within the informal Dispute Resolution period, the disputing Party shall forward the written statement of dispute to the ~~Dispute Resolution Committee ("DRC")~~ IAMIT within the 30 days specified in subparagraph A above, thereby elevating the dispute to the ~~DRC~~ IAMIT for resolution.

D. The ~~DRC~~ IAMIT will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. ~~The Parties EPA and DOE~~ shall each designate in writing one individual and an alternate to serve on the ~~DRC~~ IAMIT. The individuals designated to serve on the ~~DRC~~ IAMIT shall be employed at the ~~policy level or be delegated the authority to participate on the DRC for the purposes of dispute resolution under this Agreement~~ Executive Managers Level. The EPA representative on the ~~DRC~~ IAMIT is the ~~Hazardous Waste Division Director~~ Associate Director, Office of Environmental Clean Up of EPA's Region 10. DOE's representative on the ~~DRC~~ IAMIT is the ~~Program Manager, Office of Environmental Assurance, Permits & Policy, of the Richland Operations Office~~. Ecology's representative on the ~~DRC~~ is the ~~Assistant Director for Waste Management~~ will be the Assigned Executive Manager. Written notice of any delegation of authority from a

Party's designated representative on the DRCIAMIT shall be provided to the all other Parties pursuant to the procedures of Article XXXJII (Notification).

E. Following elevation of a dispute to the DRCIAMIT, the DRCIAMIT shall have twenty-one (21) days to unanimously resolve the dispute and issue a written decision. If the DRCIAMIT is unable to unanimously resolve the dispute within this 21-day period, the written statement of dispute shall be forwarded by the disputing Party within seven (7) days to the Senior Executive Committee ("SEC") for resolution.

F. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRCIAMIT. EPA's representative on the SEC is the Regional Administrator Director, Office of Environmental Clean Up of EPA Region 10. Ecology's representative on the SEC is its Director. DOE's representative on the SEC is the DOE Richland Operations Deputy Manager. The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute. The SEC shall have twenty-one (21) days to unanimously resolve the dispute.

G. If unanimous resolution of the dispute is not reached within twenty-one (21) days, EPA's Regional Administrator shall issue a final written decision resolving the dispute within fourteen (14) days. This authority can not be delegated. The time for issuing a final decision may be extended by EPA upon notice to the other parties. ~~If the dispute involves a decision where Ecology serves as the lead regulatory agency, EPA's Regional Administrator shall consult with the Director of Ecology before issuing a final written decision.~~

H. Within fourteen (14) days of the Regional Administrator's issuance of the final written decision on the dispute, DOE may request that the Administrator of EPA resolve the dispute if the Secretary of Energy

determines that the decision of the Regional Administrator has significant national policy implications. The request must be in writing, and must identify the basis for the determination by the Secretary that the decision has significant national policy implications. If no such request is made within the fourteen (14) day period, DOE shall be deemed to have agreed with the Regional Administrator's written decision. If such a request is made, the Administrator will review and resolve the dispute in accordance with applicable law and regulations within twenty-one (21) days. Upon request and prior to resolving the dispute, the Administrator may meet and confer with ~~all the Parties~~ ~~the DOE~~ to discuss the issues under dispute. The Administrator shall provide five (5) days advance notice of such meeting ~~to all Parties in order to afford the Parties the opportunity to attend.~~ Upon resolution, the Administrator shall provide ~~the Parties with~~ a written final decision setting forth resolution of the dispute. The duties of the EPA Administrator and Secretary of Energy set forth in this Article XVI shall not be delegated.

I. The pendency of any dispute under this Part shall not affect DOE's responsibility for timely performance of the work required by this Agreement, except that, when DOE has delivered a change request to EPA one hundred seven (107) days or more in advance of when a milestone or other enforcement schedule or deadline under this Agreement is due and EPA's action on the change request has been disputed under this Article, the time period for completion of work directly 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 beyond ninety-three (93) days. In accordance with the procedures specified in ~~Article XL (Extensions)~~ and Section 12 of the Action Plan, the Parties may agree to extend or postpone any milestone or other enforceable schedule or deadline under this Agreement during the pendency of

any dispute. All elements of the work required by this Agreement which are not directly affected by the dispute shall continue and be completed in accordance with this Agreement.

J. In the event that EPA assesses stipulated penalties under Article XX (Stipulated Penalties) and DOE disputes the matter under this Article XVI, stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of the Agreement. In the event that Energy does not prevail on the disputed issue, stipulated penalties may be assessed and shall be paid as provided in Article XX (Stipulated Penalties).

K. When Dispute Resolution is in progress, work affected by the dispute will immediately be discontinued if ~~the Hazardous Waste Division Director for EPA'S Region 10, after consultation with Ecology,~~ The EPA project manager requests in writing that such work be stopped because, in EPA'S opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse affect on human health and environment, or is likely to have a substantial adverse affect on the remedy selection or implementation process. To the extent possible, EPA shall give DOE prior notification that a work stoppage request is forthcoming. After stoppage of work, if DOE believes that the work stoppage is inappropriate, DOE may meet with the ~~Division Director and Ecology~~ EPA to discuss the work stoppage. ~~Within fourteen (14) days of this meeting following this meeting, and further consideration of the issues, the Division Director, after consultation with Ecology~~ EPA project manager will issue a final written decision with respect to the stoppage. ~~This final written decision may immediately be subjected to~~

~~formal dispute resolution. Such dispute may be brought directly to the DRG or the SEC, at the discretion of DOE. Upon receipt of this final written decision of the EPA project manager, DOE may initiate Dispute Resolution at the IAMIT level.~~

L. Within twenty-one (21) days of resolution of any dispute, DOE 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.

M. Resolution of a dispute pursuant to this Article constitutes final resolution of the dispute and all Parties shall abide by all terms and conditions of such final resolution.

N. Any deadline in the dispute resolution process may be extended with the consent of DOE and EPA.

O. In computing any period of time prescribed in this dispute resolution process, the day a document is received shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which case the period runs until the end of the next day that is neither a Saturday, Sunday nor a legal holiday.

ARTICLE XVII SCHEDULE

60. DOE shall commence Remedial Investigations (RIs) and Feasibility Studies (FSs) for one Operable Unit of each subarea of the Hanford Site included on the NPL within six (6) months after such listing on the NPL. Schedules for such RIs and FSs, are set forth in the Action Plan. The Parties agree that this phased schedule satisfies Section 120(e)(1) of CERCLA. RI/FS schedules for each Operable Unit will be published by ~~EPA and Ecology~~ the lead regulatory agency, as provided in Section 120(e)(1) of CERCLA.

61. DOE shall commence remedial action within fifteen (15) months after completion of the RI/FS (including EPA selection of the remedy) for the first priority Operable Unit, in accordance with Section 120(e)(2) of CERCLA and the schedule in the Action Plan. DOE shall complete the remedial action as expeditiously as possible, as required by CERCLA Section 120(e)(3). In accordance with the schedule(s) in the Action Plan, subsequent remedial action at other operable units shall follow and be completed as expeditiously as possible as subsequent RI/FSs are completed and approved. The Parties agree that this phased schedule satisfies Section 120(e)(2) and (3) of CERCLA.

62. Specific major and interim milestones and schedules, as agreed to by the Parties, are set forth in the Action Plan.

ARTICLE XVIII. PERMITS

63. The Parties recognize that under CERCLA Secs. 121(d) and 121(e)(1), and the NCP, portions of the response actions called for by this Agreement and conducted entirely on the Hanford Site are exempted from the procedural requirement to obtain federal, state, or local permits, but must satisfy all the applicable or relevant and appropriate federal and state standards, requirements, criteria or limitations which would have been included in any such permit.

64. When DOE proposes a response action to be conducted entirely on the Hanford Site, which in the absence of CERCLA Sec. 121(e)(1) and the NCP would require a federal or state permit, DOE shall include in the submittal:

A. Identification of each permit which would otherwise be required;

B. Identification of the standards, requirements, criteria, or limitations which would have had to have been met to obtain each such permit;

C. Explanation of how the response action proposed will meet the standards, requirements, criteria or limitations identified in Subparagraph B immediately above.

65. Upon the request of DOE, EPA, and Ecology, the lead regulatory agency will provide their positions with respect to Subparagraphs 64 B and C above in a timely manner.

66. This Article is not intended to relieve DOE from any applicable requirements, including Section 121(d)(3) of CERCLA, for the shipment or movement of a hazardous waste or substance off the Hanford Site. DOE shall obtain all permits and comply with applicable federal, state or local laws for such shipments. DOE shall submit timely applications and requests for such permits and approvals. Disposal of hazardous substances off the Hanford Site shall comply with DOE's Policy on Off-Site Transportation, Storage and Disposal of Nonradioactive Hazardous Waste dated June 24, 1986, or as subsequently amended, and the EPA Off-Site Response Action Policy dated May 6, 1985, 50 Federal Register 45933 (November 5, 1985), as amended by EPA's November 13, 1987 "Revised Procedures for Planning and Implementing Off-Site Response Actions," and as subsequently amended, to the extent required by CERCLA.

67. DOE shall notify Ecology and EPA the lead regulatory agency in writing of any permits required for off-Hanford activities related to this Agreement as soon as DOE-RL becomes aware of the requirement. Upon request, DOE shall provide Ecology and EPA the lead regulatory agency with copies of all such permit applications and other documents related to the permit process.

68. If a permit which is necessary for implementation of off-Hanford activities of this Agreement is not issued, or is issued or renewed in a manner which is materially inconsistent with the requirements of

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this Agreement, DOE shall notify ~~Ecology and EPA~~ the lead regulatory agency of its intention to propose modifications to this Agreement to comply with the permit (or lack thereof). Notification by DOE of its intention to propose modifications shall be submitted within seven (7) calendar days of receipt by DOE of notification that: (1) a permit will not be issued; (2) a permit has been issued or reissued; (3) a final determination with respect to any appeal related to the issuance of a permit has been entered. Within thirty (30) days from the date it submits its notice of intention to propose modifications, DOE shall submit to ~~Ecology and EPA~~ the lead regulatory agency its proposed modifications to this Agreement with an explanation of its reasons in support thereof.

69. ~~Ecology and EPA~~ The lead regulatory agency shall review DOE's proposed modifications to this Agreement pursuant to this Article. If DOE submits proposed modifications prior to a final determination of any appeal taken on a permit needed to implement this Agreement, ~~Ecology and EPA~~ the lead regulatory agency may elect to delay review of the proposed modifications until after such final determination is entered. If ~~Ecology and EPA~~ the lead regulatory agency elects to delay review, DOE shall continue implementation of this Agreement as provided in the following paragraph.

70. During any appeal of any permit required to implement this Agreement or during review of any of DOE's proposed modifications as provided in the preceding paragraph, DOE shall continue to implement those portions of this Agreement which can be reasonably implemented pending final resolution of the permit issue(s).

ARTICLE XIX. RECOVERY OF EPA CERCLA RESPONSE COSTS

71. EPA and DOE agree to amend this section at a later date in accordance with any subsequent resolution of the currently contested issue of EPA cost reimbursement.

ARTICLE XX. STIPULATED PENALTIES

72. In the event that DOE fails to submit a CERCLA primary document pursuant to the appropriate timetable or deadline in accordance with Part Three of this Agreement, or fails to comply with a term or condition of Part Three of this Agreement which relates to an interim or final remedial ~~or corrective~~ action, including milestones associated with the development, implementation and completion of an RI, ~~or FS, RFI or CMS,~~ EPA may assess a stipulated penalty against DOE. If Ecology determines that DOE has failed in a manner as set forth above for which it is the lead regulatory agency, Ecology may identify stipulated penalties to EPA and, unless it is a disputed matter under Paragraph 73, these penalties shall be assessed in accordance with this Article. ~~When Ecology receives authorization from EPA to implement the corrective action provisions of RCRA pursuant to Section 3006 of RCRA, stipulated penalties for violations of corrective action requirements will be assessed in accordance with Part Two of this Agreement.~~ A stipulated penalty may be assessed in an amount up to \$5,000 for the first week (or part thereof), and up to \$10,000 for each additional week (or part thereof) for which a failure set forth in this paragraph occurs.

73. Upon determining that DOE has failed in a manner set forth in Paragraph 72 EPA ~~the lead regulatory agency~~ shall ~~so~~ notify DOE in writing. If the failure in question is not or has not already been subject to Dispute Resolution ~~either under Part Two or Part Three~~ at the time ~~such notice is received~~ notice of the assessment of stipulated penalties is received, DOE

shall have fifteen (15) days after receipt of the notice to invoke Dispute Resolution under Part Three on the question of whether the failure did in fact occur. In the event Ecology is the lead regulatory agency the Ecology project manager and the Ecology IAMIT and SEC members shall participate in the Part Three Dispute Resolution process. DOE shall not be liable for the stipulated penalty assessed by EPA if the failure is determined, through the Dispute Resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures on DOE's failure to comply.

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

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

75. Stipulated penalties assessed pursuant to this Article for violations of CERCLA requirements shall be payable to the Hazardous Substances Response Trust Fund from funds authorized and appropriated for that specific purpose.

~~76. Stipulated penalties assessed pursuant to this Article for violations of RCRA requirements shall be payable to the "Treasurer of the United States." Payment shall be mailed to:~~

~~U.S. Environmental Protection Agency~~

~~(Region 10)~~

~~P.O. Box 360903M~~

~~Pittsburgh, Pennsylvania 15251~~

~~A transmittal letter, giving DOE's name, complete address, account receivable control number, and case docket number must accompany each payment. A copy of the check and of the transmittal letter that accompanies the check shall be delivered or mailed to the Regional Hearing Clerk at the following address:~~

~~U.S. Environmental Protection Agency~~

~~Region 10 Hearing Clerk~~

~~1200 Sixth Avenue, SO 155~~

~~Seattle, Washington 98101~~ RESERVED

77. In no event shall this Article give rise to a CERCLA stipulated penalty in excess of the amount set forth in CERCLA Section 109. ~~In no event shall this Article give rise to a RCRA stipulated penalty in excess of the amount set forth in RCRA Section 3008.~~

78. This Article shall not affect DOE's ability to obtain an extension of a timetable, deadline or schedule pursuant to Article XL ~~(Extensions) and in accordance with Section 12.0 of the Action Plan.~~

79. Nothing in this Agreement shall be construed to render an employee or Authorized Representative of DOE personally liable for the payment of any stipulated penalty assessed pursuant to this Article.

80. Nothing in this Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any remedies or

sanctions available by virtue of DOE's violation of this Agreement or, for matters not specifically addressed by this Agreement, of the statutes and regulations upon which it is based, including but not limited to penalties, pursuant to CERCLA and RCRA; provided, however, that the assessment of stipulated penalties shall preclude EPA from seeking any other penalty payments from DOE under RCRA or CERCLA for the same violations.

ARTICLE XXI. ENFORCEABILITY

81. The Parties agree that compliance with the terms of this Agreement, including all timetables and deadlines associated with this Agreement shall be construed as compliance with CERCLA Section 120(e)(3).

82. 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 or is incorporated into Part Three of this Agreement (with the exception of any such obligations which are imposed solely pursuant to Subtitle C of RCRA and are not determined by EPA to be ARARs) is enforceable by any person pursuant to CERCLA Section 310, and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under CERCLA Secs. 310(c) and 109;

B. All timetables or deadlines, associated with the development, implementation and completion of an RI or FS, shall be enforceable by any person pursuant to CERCLA Section 310 and any violation of such timetables or deadlines will be subject to civil penalties under CERCLA Secs. 310(c) and 109;

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 and any violation of such terms or conditions will be subject to civil penalties under CERCLA Secs. 310(c) and 109; and

D. Any final resolution of a dispute pursuant to Article XVI (Resolution of Disputes) which establishes a term, condition, timetable, deadline or schedule shall be enforceable by any person pursuant to CERCLA Section 310(c) and any violation of such term, condition, timetable, deadline or schedule will be subject to civil penalties under CERCLA Secs. 310(c) and 109.

83. 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 RCRA or CERCLA, including CERCLA Section 113(h).

84. The Parties agree that all Parties shall have the right to enforce the terms of this Agreement in accordance with its provisions.

ARTICLE XXII. COMMON TERMS

85. The provisions of Parts Four and Five, Articles XXIII through LI below, apply to this Part Three and are incorporated herein by reference.

PART FOUR

INTEGRATION OF EPA AND ECOLOGY RESPONSIBILITIES

ARTICLE XXIII. RCRA/CERCLA INTERFACE

86. Part Two of this Agreement requires DOE to carry out RCRA TSD work under the direction and authority of Ecology. Part Three of this Agreement requires DOE to carry out investigations and cleanup of past practice units through the CERCLA process under the authority of EPA, or through the RCRA Corrective Action process under the authority of EPA for provisions of RCRA for which the State is not authorized and then under the authority of Ecology after such authorization Ecology. This Part Four establishes the framework for EPA and Ecology to resolve certain disputes that may arise concerning the respective responsibilities of the two regulatory agencies.

87. EPA and Ecology recognize that there is a potential for the two regulatory agencies to impose conflicting requirements upon DOE, due to the complexities of the Hanford Site (where RCRA TSDs, and past practice units may be in close proximity to each other) and due to the overlap between the respective authorities of the two regulatory agencies. EPA and Ecology intend to carry out their responsibilities so as to minimize the potential for any such conflicts. Except as otherwise specified in Appendices C and D, either EPA or Ecology shall be lead regulatory agency for oversight of DOE's work for TSD units and past practice units that are a part of the same operable unit all operable units, TSD groups/units or milestones covered by this Agreement.

ARTICLE XXIV. LEAD REGULATORY AGENCY AND REGULATORY APPROACH DECISIONS

88A. The designation of lead regulatory agency and regulatory process for each operable unit, TSD group/unit or milestone shall be made through the ~~Action Plan update process~~ ~~change process~~ in Section 12.0 of the Action Plan. EPA and Ecology have joint authority to determine the choice of lead regulatory agency and regulatory process, in consultation with DOE, and DOE shall not dispute such joint determinations.

~~89B.~~ If the EPA and Ecology ~~project managers~~ cannot agree on the choice of lead agency and/or regulatory process for any operable units, TSD ~~group/unit or milestone~~, then ~~they shall resolve such disputes using the dispute resolution process~~ the issue shall enter the dispute resolution process as provided in Article XXVI. If, following such dispute resolution process, EPA and Ecology cannot agree, then the releases and units that are the subject of the dispute shall be considered a matter which Ecology, EPA, and DOE have chosen not to address under this Agreement, and all Parties reserve all rights and authorities with respect to such matters.

89. Except as otherwise specified in Appendices C and D, either EPA or Ecology will serve as lead regulatory agency for each operable unit, TSD group/unit and milestone, and the non lead regulatory agency will generally not be involved. EPA and Ecology will enter into an Memorandum of Understanding (MOU) which will describe the circumstances when the lead regulatory agency and non-lead agency will interact and coordinate activities. These include instances where:

- A. The lead regulatory agency has requested the assistance or involvement of the non lead agency;
- B. Ecology lacks legal authority to approve or require action, such as approval of a CERCLA remedial action;

C. The non Lead agency has a mandatory legal obligation or duty, such as under a permit;

D. EPA is the lead regulatory agency, and Ecology concurrence is sought for a CERCLA Remedial Action.

Any disputes between EPA and Ecology concerning RCRA matters that cannot be resolved in accordance with the MOU, may be referred by either EPA or Ecology to dispute resolution under Article XXVI. In the event that EPA and Ecology cannot agree on the selection of CERCLA remedial action where Ecology is the lead regulatory agency, DOE will be notified and the dispute will be elevated to the IAMIT and resolved in accordance with Article XVI. For such disputes, the IAMIT and SEC will include the Ecology representatives designated in Article VIII. In the event the matter is elevated to the Administrator for resolution, Ecology will be notified and invited to participate in any meeting with DOE to discuss the issues under dispute.

ARTICLE XXV. PHYSICALLY INCONSISTENT ACTIONS

90. EPA and Ecology intend that neither regulatory agency shall direct actions to be taken at the Hanford Site that are physically inconsistent with other actions directed by either regulatory agency at the Site. This provision applies to any actions required to be taken at the site under RCRA or CERCLA. For the purposes of this Agreement, Physically Inconsistent Action shall mean any action which, if implemented, would reduce the overall effectiveness of other response actions. The setting of priorities for action based on budgetary considerations shall not be used as a factor in determining the presence of physical inconsistency. The provisions of this Article are independent of and do not modify or otherwise affect the provisions of Article XXVIII (RCRA/CERCLA Reservation of Rights).

91. In the event of a dispute between EPA and Ecology over an issue of physical inconsistency, either Party may refer such dispute to the dispute resolution process at Article XXVI. In resolving a dispute concerning a possible physical inconsistency, ~~the project managers, the Dispute Resolution Committee and the Senior Executive Committee~~ the parties shall attempt to resolve the dispute in such a way as to promote timely cleanup and benefit to the net overall environmental quality of the Hanford Site.

If at the conclusion of that dispute resolution process, the Parties have not agreed on a resolution of the dispute, then the releases and activities that are the subject of the dispute shall be considered a matter which the Parties have chosen not to address under this Agreement, and the Parties reserve all rights and authorities with respect to such matters.

ARTICLE XXVI. DISPUTE RESOLUTION

92. ~~Except as otherwise provided in Paragraph 89,~~ Resolution of Dispute between Ecology and EPA ~~under this Part Four~~ shall be resolved in the following manner:

~~(1)A.~~ On discovery of any dispute between Ecology and EPA ~~under this Part Four~~, each regulatory agency's ~~unit and/or~~ project managers shall make reasonable efforts to informally resolve such disputes. If informal resolution cannot be achieved, the disputing Party shall submit a written statement of dispute setting forth the nature of the dispute, the disputing Party's position with respect to the dispute, and the information relied upon to support its position to the ~~Dispute Resolution Committee (DRC)~~ IAMIT as described below. Receipt of such a statement by the ~~DRC~~ IAMIT shall constitute formal elevation of the dispute in question to the ~~DRC~~ IAMIT. At such time as the disputing Party submits a statement of dispute to the ~~DRC~~ IAMIT, a copy

shall be sent to DOE. The ~~DRCIAMIT~~ will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. Ecology and EPA agree to utilize the dispute resolution process only in good faith and agree to expedite, to the extent possible, the Dispute Resolution process whenever it is used.

(2)B. The Ecology designated ~~representativemember~~ of the ~~DRCIAMIT~~ is the ~~Assistant Director for Waste ManagementProgram Manager for Nuclear Waste~~. EPA's designated ~~memberrepresentative~~ of the ~~DRCIAMIT~~ is the ~~Hazardous Waste Division DirectorAssociate Director, Office of Environmental Clean Up of EPA's Region 10~~. Following elevation of a dispute to the ~~DRCIAMIT~~, the ~~DRCIAMIT~~ shall have twenty one (21) days to unanimously resolve the dispute. Any successful resolution shall be documented within an additional twenty one (21) days by a jointly signed determination outlining the resolution reached. At such time, a copy of such documentation shall be sent to DOE. If the ~~DRCIAMIT~~ is unable to unanimously agree on a resolution, the members shall forward pertinent information and their respective recommendations to the SEC for resolution.

(3)C. The Ecology designated member of the SEC is ~~the Assistant Director for Waste Managementits Director~~. EPA's designated member of the SEC is the ~~Regional AdministratorDirector, Office of Environmental Clean Up of EPA Region 10~~. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the ~~DRCIAMIT~~. The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute. The DOE-RL ~~OperationsDeputy~~ Manager shall meet with the SEC to assist in resolving the dispute. The SEC shall have twenty one (21) days to unanimously resolve the dispute. Any successful resolution shall be documented, within an additional twenty one (21-)days, by a jointly signed

determination outlining the resolution reached. At such time, a copy of such documentation shall be sent to DOE.

~~(4)D.~~ Throughout the above dispute resolution process, EPA and Ecology shall consult, as appropriate, with DOE in order to facilitate resolution of disputes.

93. If disputes are not resolved pursuant to this Article, such disputes shall be subject to Article XXVIII.

94. The pendency of any dispute under this Part shall not affect DOE's responsibility for timely performance of the work required by this Agreement, except that the time period for completion of work directly 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 directly affected by the dispute shall continue and be completed in accordance with this Agreement.

ARTICLE XXVII. OTHER DISPUTES AND EPA OVERSIGHT

95. If there are other disputes between Ecology and EPA concerning overlaps between Part Two and Part Three of this Agreement, Ecology and EPA shall use the dispute resolution process in Article XXVI to resolve such disputes.

96. The provisions of this Agreement do not eliminate EPA's responsibility for oversight of Ecology's exercise of its authorized RCRA authorities. In carrying out any such oversight, EPA shall follow the statutory and regulatory procedures for such oversight and the provisions of this Agreement, including, as appropriate, the Dispute Resolution process in Article XXVI.

ARTICLE XXVIII. RCRA/CERCLA RESERVATION OF RIGHTS

97. If EPA and Ecology are unable to resolve jointly any dispute arising under this Part, then each regulatory agency reserves its rights to impose its requirements directly on DOE, to defend the basis for those requirements, and to challenge the other regulatory agency's conflicting requirements. In such event, DOE reserves its right to raise any defenses available.

98. EPA and Ecology each reserve its right after utilizing the Dispute Resolution process in Part Four, to seek judicial review of a proposed decision or action taken with respect to corrective or remedial actions at any given operable unit on the grounds that either EPA or Ecology claims that such proposed decision or action conflicts with its respective laws governing protection of human health and/or the environment. It is the understanding of the Parties that this reservation is intended to provide for challenges where the adequacy of protection of human health and the environment or the means of achieving such protection is at issue.

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PART FIVE

COMMON PROVISIONS

ARTICLE XXIX. RECOVERY OF STATE COSTS

99. DOE agrees to reimburse Ecology for all of its costs related to the implementation of this Agreement as provided below:

A. Reimbursement of Department of Ecology RCRA Costs:

1. DOE agrees to pay to the appropriate account of the Treasury of the State of Washington, all reasonable fees and other service charges which would be payable by any person managing hazardous and/or radioactive mixed waste under applicable Washington law, including the mixed waste management fee assessed pursuant to RCW 70.105.280 and chapter 173-328 WAC. Program elements or activities for which the mixed waste management fee may be assessed include (a) office, staff, and staff support for the purposes of facility or unit permit development, review, and issuance, and (b) actions taken to determine and ensure compliance with the state's hazardous waste management act, as detailed in WAC 173-328-040. In the event DOE disputes any fees or service charges by Ecology, DOE may contest the disputed fees or service charges in accordance with the appeal procedures provided under applicable law.

2. Ecology shall provide DOE-RL by June 15 of each year a preliminary billing statement reflecting the fee to be assessed to DOE-RL for the upcoming twelve-month period, by quarter, beginning July 1. Ecology shall, prior to September 15, notify DOE-RL of actual adjustments arising from the previous twelve-month period's cost performance against amounts paid by DOE-RL in response to the previous October's billing statement. Ecology shall

after October 1 send DOE-RL a final billing statement which identifies the mixed waste management fee costs assessed to DOE-RL for the twelve-month period beginning the previous July 1. This statement shall be accompanied by an itemization of changes from the preliminary statement sent prior to June 15. DOE-RL shall promptly pay this billing.

3. Ecology shall by January 31 of each year provide DOE-RL a forecast of planned waste management fees chargeable to DOE-RL. The forecasts shall be annual projections for a period of seven federal fiscal years beginning the previous October 1. Such forecasts shall include supporting information which explains significant annual changes in proposed funding requirements. The Parties acknowledge that these forecasts are estimates and that actual fees may differ from the forecasts.

B. Reimbursement of Department of Ecology CERCLA Costs:

1. DOE agrees to reimburse Ecology for its CERCLA costs directly related to implementation of this Agreement up to the amount authorized through a yearly grant by DOE to Ecology.

2. By July 1, Ecology shall submit to DOE a proposed workscope and estimates of cost to be incurred relating to CERCLA work to be performed under this Agreement by Ecology for the upcoming period October 1 to September 30. DOE shall respond, in writing, with questions regarding this proposal, no later than August 1. The two Parties shall work diligently toward completion of grant negotiations leading to placement of award by October 1. DOE shall award grant funds to Ecology for the upcoming budget period from October 1, to September 30, in the amount consistent with the negotiated funding. In the event of delay in congressional appropriation and Continuing Resolution, funding under this grant shall be in incremental amounts. Initial funding of 70 percent of the negotiated amount for the grant period will be provided upon

receipt of an OMB funding allotment. Total approved funding shall be provided to Ecology within 30 days after receipt by DOE-RL of the final Financial Status Report from Ecology for the previous grant period. All CERCLA costs incurred by Ecology shall be costs directly related to this Agreement and costs not inconsistent with CERCLA and the NCP.

3. In the event that DOE contends that any costs incurred were not directly related to the implementation of this Agreement or were incurred in a manner inconsistent with CERCLA or the NCP, DOE may challenge the costs allowable under the grant to Ecology. If unresolved, Ecology's demand, and DOE's challenge, may be resolved through the appeals procedures set forth in 10 C.F.R. Part 600 and 10 C.F.R. Part 1024.

4. DOE shall not be responsible for reimbursing Ecology for any costs actually incurred in excess of the amount authorized each budget period in the grant award.

5. Ecology shall by January 31 of each year provide DOE-RL a forecast of planned CERCLA grant funding requirements. The forecasts shall be annual projections for a period of seven federal fiscal years beginning the previous October 1. Such forecasts shall include supporting information which explains significant annual changes in proposed funding requirements. The Parties acknowledge that these forecasts are estimates, and that actual grant requests may differ from the forecasts.

C. Reimbursement of other Department of Ecology Costs:

1. DOE agrees to pay justifiable costs incurred by Ecology in the implementation of this Agreement which are not covered by payments made pursuant to subparagraphs A and B above.

2. For such costs that may be recouped through the assessment of a fee, other than a mixed waste fee, DOE agrees to pay the fee assessed in the time permitted by law. In the event DOE disputes any fees assessed by Ecology, DOE may contest the disputed fees in accordance with the appeal procedures provided under applicable law.

3. For costs such as those costs related to Public Involvement, Emergency Preparedness Planning and oversight of Environmental Monitoring that may not be recouped through the assessment of a fee, DOE agrees to reimburse Ecology through a yearly grant. On an annual basis, Ecology shall submit to DOE a proposed cost estimate for work and services, not otherwise covered by subparagraphs A, or B, above, to be performed by the State in the implementation of this Agreement during the upcoming federal fiscal year. Subsequent to review by DOE, DOE shall issue funds to Ecology in an amount consistent with the estimated approved workscope and costs.

4. Ecology shall by January 31 of each year provide DOE-RL a forecast of planned funding requirements for other grants or fees not identified in subparagraphs A and B above. The forecasts shall be in the form of annual projections for a period of seven federal fiscal years beginning the previous October 1. Such forecasts shall include supporting information which explains significant annual changes in proposed funding requirements.

D. Report, Records, and Accounts:

1. Ecology agrees to keep records and books of account, in accordance with generally accepted accounting principles and practices, covering DOE's payment of funds and Ecology's use of such funds under subparagraphs B and C.3 above.

2. Ecology will provide to DOE within 30 days after the end of each quarter and 90 days after the end of each state fiscal year, a Financial Status Report (SF 269, short form) showing the expenditure of DOE funds provided pursuant to subparagraphs B and C.3 above.

3. DOE shall at all reasonable times be afforded access to books and records and to related correspondence, receipts, voucher, memoranda, and other data reflecting the use of DOE funds provided pursuant to subparagraphs B and C.3 above. Ecology shall preserve such books and papers in accordance with the retention requirements referenced in subparagraph D.4 below.

4. The Comptroller General of the United States or any of his or her duly authorized representatives shall, until the expiration of 3 years after the payment of funds pursuant to subparagraphs B or C.3 above, have access to and the right to examine any directly pertinent books, documents, papers, and records of the State involving transactions covered by subparagraphs B or C.3 above.

5. Expenditures of funds received pursuant to subparagraphs B or C.3 above are subject to the requirements of the Single Audit Act of 1984 (P.L. 98-502) and Office of Management and Budget Circular A-128 (Audits of State and Local Governments).

6. Nothing herein shall be deemed to preclude an audit by the General Accounting Office of any funds received pursuant to subparagraph B or C.3 above.

100. Ecology's performance of its obligations under this Agreement shall be excused if its justifiable costs are not paid as required by this Article.

ARTICLE XXX. ADDITIONAL WORK OR MODIFICATION TO WORK

101. In the event that additional work, or modification to work, including remedial investigatory work and/or engineering evaluation, is necessary to accomplish the objectives of this Agreement, notification and description to such additional work or modification to work shall be provided to DOE. DOE will evaluate the request and notify the requesting Party within thirty (30) days of receipt of such request of its intent and ability to perform such work, including the impact such additional work will have on budgets and schedules. If DOE does not agree that such additional work is required by this Agreement or if DOE asserts such additional work is otherwise inappropriate, the matter shall be resolved in accordance with the Dispute Resolution procedures of Part Two or Part Three of this Agreement, as appropriate. Field modifications, as set forth in the Action Plan, are not subject to this Article. Extensions of schedules may be provided pursuant to Article XL ~~(Extensions)~~ and Section 12.0 of the Action Plan.

102. Any additional work or modification to work determined to be necessary by DOE shall be proposed to the Lead Regulatory Agency by DOE and will be subject to review in accordance with the appropriate Dispute Resolution procedures of Part Two or Part Three of this Agreement, as appropriate, prior to initiation.

103. If any additional work or modification to work will adversely affect work schedules or will require significant revisions to an approved schedule, the ~~Lead regulatory agency~~ EPA and Ecology project managers shall be immediately notified of the situation followed by a written explanation within seven (7) days of the initial notification. Requests for extensions of schedule(s) shall be evaluated in accordance with Article XL ~~(Extensions)~~.

ARTICLE XXXI. QUALITY ASSURANCE

104. All response work performed pursuant to this Agreement shall be done under the direction and supervision or in consultation with, as necessary, a qualified engineer, hydrogeologist, or other expert, with experience and expertise in hazardous waste management, hazardous waste site investigation, cleanup, and monitoring.

105. Throughout all sample collection, preservation, transportation, and analyses activities required to implement this Agreement, DOE shall use procedures for quality assurance, and for quality control, in accordance with approved EPA methods, including subsequent amendments to such procedures. ~~The DOE shall comply with the "Data Quality Strategy for Hanford Site Characterization" (as listed in Appendix F of the Action Plan) and Sections 6.5 and 7.8 of the Action Plan. For special circumstances, other procedures approved by the lead regulatory agency may be used.~~ The DOE shall use methods and analytical protocols for the parameters of concern in the media of interest within detection and quantification limits in accordance with both QA/QC procedures and data quality objectives approved in the work plan, RCRA closure plan or RCRA permit. ~~The lead regulatory agency EPA or Ecology~~ may require that DOE submit detailed information to demonstrate that any of its laboratories are qualified to conduct the work. The DOE shall assure that ~~EPA and Ecology~~ ~~the lead regulatory agency~~ (including contractor personnel) ~~have~~has access to laboratory personnel, equipment and records related to sample collection, transportation, and analysis.

ARTICLE XXXII. CREATION OF DANGER

106. If any Party determines that activities conducted pursuant to this Agreement are creating a danger to the health or welfare of the people on the Hanford Site or in the surrounding area or to the environment, that Party may require or order the work to stop. Any such work stoppage or stop work order shall be expeditiously reviewed by ~~all Parties after its initiation~~ DOE and the affected lead regulatory agency(s). Any dispute or nonconcurrence shall be immediately referred to the ~~ORCIAMIT~~ level of the appropriate Dispute Resolution process.

107. If the affected ~~other~~ Parties concur in the work stoppage, DOE's obligations shall be suspended and the time periods for performance of that work, as well as the time period for any other work dependent upon the work which was stopped, shall be extended, pursuant to ~~Article XL~~ ~~(Extensions)~~ Section 12.0 of the Action Plan of this Agreement, for such period of time equivalent to the time in which work was stopped, or as agreed to by the Parties.

ARTICLE XXXIII. NOTIFICATION

108. Unless otherwise specified, any report or submittal provided by DOE pursuant to a schedule or deadline identified in or developed under this Agreement (including the Action Plan) shall be sent by certified or overnight express mail, return receipt requested, or hand delivered as required to the addresses of the ~~lead regulatory agency Ecology and EPA project managers as identified in Appendix E of the Action Plan.~~

109. Documents sent to the DOE by EPA or Ecology which require a response or activity by DOE pursuant to this Agreement shall be sent by certified or overnight express mail, return receipt requested, or hand

delivered as required to the address of the DOE project manager as identified in Appendix E of the Action Plan.

ARTICLE XXXIV. PROJECT MANAGERS RESERVED

110. ~~Reserved in Appendix E of the Action Plan, EPA, Ecology and DOE have each designated a project manager for the purpose of overseeing the implementation of this Agreement. Any Party may change its designated project manager by notifying the other Parties, in writing ten (10) days before the change, to the extent possible. To the maximum extent possible, communications between the Parties concerning the terms and conditions of this Agreement shall be directed through the project managers. Each project manager shall be responsible for assuring that all communication from the other Parties and project managers are appropriately disseminated to that responsible project manager's organization.~~

ARTICLE XXXV. SAMPLING AND DATA/DOCUMENT AVAILABILITY

111. The DOE shall transmit the results of laboratory analytical data and non-laboratory data collected pursuant to this Agreement to the EPA and Ecology lead regulatory agency in an expeditious manner, as specified in Section 9.6 of the Action Plan.

112. DOE shall notify the EPA and Ecology lead regulatory agency not less than five (5) days in advance of any well drilling, sample collection, or other monitoring activity conducted pursuant to this Agreement.

ARTICLE XXXVI. RETENTION OF RECORDS

113. Each Party to this Agreement shall preserve for a minimum of ten (10) years after termination of this Agreement all of the records in its

or its contractors possession related to sampling, analysis, investigations, and monitoring conducted in accordance with this Agreement. After this ten year period, DOE shall notify the EPA and Ecology at least forty-five (45) days prior to destruction or disposal of any such records. Upon request, the Parties shall make such records or true copies available, to the other Parties subject to Article XLV (Classified and Confidential Information).

114. DOE agrees it shall establish and maintain an administrative record at or near Hanford in accordance with CERCLA Sec. 113(k). The administrative record shall be established and maintained in accordance with current and future EPA policy and guidelines. A copy of each document placed in the administrative record will be provided to ~~the lead regulatory agency~~ EPA and Ecology.

ARTICLE XXXVII. ACCESS

115. Without limitation on any authority conferred on either agency by law, EPA, Ecology and/or their Authorized Representatives, shall have authority to enter the Hanford Site at all reasonable time for the purposes of, among other things: (1) inspecting records, operating logs, contracts and other documents relevant to implementation of this Agreement, subject to Article XLV (Classified and Confidential Information); (2) reviewing the progress of DOE or its response action contractors in implementing this Agreement; (3) conducting such tests as the Ecology and the EPA project managers deem necessary; and (4) verifying the data submitted to EPA and Ecology by DOE. DOE shall honor all requests for access by EPA and Ecology, conditioned only upon presentation of proper credentials, conformance with Hanford Site safety and security requirement, and shall be conducted in a manner minimizing interference with any operations at Hanford. Any denial of

consent to access must be justified in writing within fourteen (14) days of such denial, and arrangements shall be made for access to the facility or area in question as soon as practicable. DOE reserves the right to require EPA and Ecology personnel or representatives to be accompanied by an escort while on the Hanford Site. Escorts shall be provided in a timely manner.

116. To the extent that this Agreement requires access to property not owned and controlled by DOE, DOE shall exercise its authorities to obtain access pursuant to Section 104(e) of CERCLA. DOE shall use its best efforts to obtain signed access agreements for itself, its contractors and agents, and EPA and Ecology and their contractors and agents, from the present owners or lessees in advance of the date such activities are scheduled to commence. DOE shall provide EPA and Ecology with copies of such agreements. With respect to non-DOE property upon which monitoring wells, pumping wells, treatment facilities, or other response actions are to be located, DOE shall use its best efforts to obtain access agreements that: provide 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 provide that the owners of any property where monitoring wells, pumping wells, treatment facilities or other response actions are located shall notify DOE, Ecology, and EPA by certified mail, at least thirty (30) days prior to any conveyance, of the property owner's intent to convey any interest in the property and of the provisions made for the continued operation of the monitoring wells, treatment facilities, or other response actions installed pursuant to this Agreement.

ARTICLE XXXVIII. FIVE-YEAR REVIEW

117. Consistent with CERCLA Sec. 121(c), and in accordance with this Agreement, DOE agrees that EPA the lead regulatory agency may review remedial action(s) for Operable Unit(s) that allow hazardous substances, pollutants or contaminants to remain on-site, no less often than every five (5) years after the initiation of the final remedial action for such Operable Unit to assure that human health and the environment are being protected by the remedial action being implemented. If upon such review it is the judgement of EPA the lead regulatory agency, after consultation with Ecology, that additional action or modification of the remedial action is appropriate in accordance with CERCLA Sec. 104 or 106, EPA and Ecology the lead regulatory agency may require DOE to implement such additional or modified work pursuant to Article XXX (Additional Work).

ARTICLE XXXIX. AMENDMENT/MODIFICATION OF AGREEMENT

118. ~~This Agreement may be amended by unanimous agreement of DOE, Ecology and EPA. Any such amendment shall be in writing, shall have as the effective date that date on which it is signed by all the Parties, and shall be incorporated into this Agreement by reference. Procedures for modifying or amending the Action Plan~~ this Agreement are contained in Sections 11 and 12 of the Action Plan.

ARTICLE XL. GOOD CAUSE FOR EXTENSIONS

119. Either a timetable and deadline or a schedule shall be modified extended upon receipt of a timely request for extension and when good cause exists for the requested extension. ~~Any DOE request for extension shall be submitted in writing and shall specify:~~

~~A. The timetable and deadline or schedule for which the extension is sought;~~

~~B. The length of the extension sought;~~

~~C. The good cause for the extension; and~~

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

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

A. An event of force majeure as defined in Article XLVII (Force Majeure), subject to Ecology's reservation in Paragraph 147.

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

C. A delay caused by the invocation of Dispute Resolution to the extent provided by paragraph 30(F) and paragraph 59(I) or judicial order.

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

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

121. Absent agreement of the Parties ~~lead regulatory agency~~ with respect to the existence of good cause, DOE may seek and obtain a determination through the Dispute Resolution process that good cause exists.

122. ~~Reserved~~ Within fourteen (14) days of receipt of a request for an extension of a timetable and deadline or a schedule, or as otherwise agreed to by the parties in writing, each Party shall advise DOE in writing of its respective position on the request. Any failure of a Party to respond within the fourteen (14) day period (or other period agreed to in writing) shall be

~~deemed to constitute concurrence in the request for extension. If a Party does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.~~

123. If there is consensus among the DOE and lead regulatory agency(ies) Parties that the requested extension is warranted, DOE shall extend the affected timetable and deadline or schedule accordingly. If there is no consensus among the DOE and the lead regulatory agency(ies) Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be ~~modified-extended~~ except in accordance with the determination resulting from the Dispute Resolution process.

124. Within seven (7) days of receipt of one or more statements of nonconcurrence with the requested extension, or such other time period as agreed to by the ~~parties~~ DOE and the lead regulatory agency(ies) in writing, DOE may invoke the Dispute Resolution process.

125. A timely and good faith request for an extension, ~~in accordance with the procedures of Section 12.0 of the Action Plan,~~ shall toll any assessment of stipulated penalties pursuant to Article XX (Stipulated Penalties) or any application for judicial enforcement of the affected timetable and deadline or schedule until a decision is reached on whether the requested extension will be approved. If Dispute Resolution is invoked and the requested extension is denied, stipulated penalties pursuant to Article XX (Stipulated Penalties) may be assessed and may accrue from the date of the original timetable, deadline or schedule. Following the grant of an extension, an assessment of stipulated penalties pursuant to Article XX (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 ~~modified-extended~~.

10/14/00

ARTICLE XLI. CONVEYANCE OF TITLE

126. No conveyance of title, easement or other interest in the Hanford Site on which any containment system, treatment system, monitoring system or other response action(s) is installed or implemented pursuant to this Agreement shall be consummated by DOE without provision for continued maintenance of any such system or other response action(s). At least thirty (30) days prior to any conveyance, DOE shall notify EPA and Ecology of the provisions made for the continued operation and maintenance of any response action(s) or system installed or implemented pursuant to this Agreement.

ARTICLE XLII. PUBLIC PARTICIPATION

127. The Parties agree that this Agreement and any subsequent proposed remedial action alternative(s) and subsequent plan(s) for remedial or corrective action or permitting/closure action at the Hanford Site arising out of this Agreement shall comply with the administrative record and, public participation requirements of CERCLA, including CERCLA Secs. 117 and 113(k), the NCP, and EPA guidance on public participation and administrative records, or the public participation requirements of RCRA and Ch. 70.105 RCW.

128. DOE shall develop and implement a Community Relations Plan ("CRP") which responds to the need for an interactive relationship with all interested community elements, both on and off Hanford, regarding activities and elements of work undertaken by DOE under this Agreement. DOE agrees to develop and implement the CRP in a manner consistent with CERCLA Sec. 117, the NCP, EPA guidelines set forth in EPA's Community Relations Handbook, and any modifications thereto, and the public participation requirements of RCRA and Ch. 70.105 RCW. The CRP is subject to the review and approval by EPA and Ecology under Article XV (Review of Documents).

129. The public participation requirements of this Agreement shall be implemented so as to meet the public participation requirements applicable to RCRA permits under 40 C.F.R. Part 124 and RCRA Sec. 7004.

ARTICLE XLIII. DURATION/TERMINATION

130. Upon satisfactory completion of the remedial or corrective action phase as described in Section 7 of the Action Plan for a given Operable Unit, the Lead Regulatory Agency shall issue a Notice of Completion to DOE for that Operable Unit. At the discretion of the Lead Regulatory Agency, a Notice of Completion may be issued for completion of a portion of the remedial or corrective action for an Operable Unit.

131. This Agreement shall terminate when DOE has satisfactorily completed all work pursuant to this Agreement and the Action Plan or when the Parties unanimously agree to termination.

132. The Parties agree that due to the long-term commitments contained in this Agreement, this Agreement will be reviewed by the Parties five (5) years from the date of execution of this Agreement, and at the conclusion of every five (5) year period thereafter. The purpose of this review will be to determine (1) whether there has been substantial compliance with the terms of the Agreement and, (2) the need to modify the Agreement. This review will be made by a committee composed of representatives from each Party. ~~Modifications-Amendments~~ to the Agreement will be made in accordance with ~~Section 12.0 of the Action Plan Article XXXIX (Amendment of Agreement)~~. If the Parties do not unanimously agree that there has been substantial compliance with the terms of the Agreement, EPA and Ecology reserve the right to withdraw from the Agreement; provided, however, that all Parties shall comply with all provisions of this Agreement from the effective date of the

Agreement to the date of the withdrawal. Further provided, however, that no Party may base its withdrawal from this Agreement on its own substantial noncompliance with this Agreement. Regardless of any Party's withdrawal under this paragraph, all parties shall comply with all provisions of this Agreement as they relate to operable units where a remedial investigation or RCRA facility investigation workplan has already been approved, unless the Parties agree otherwise. Any Party withdrawing from this Agreement shall notify the other Parties in writing.

ARTICLE XLIV. SEVERABILITY

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

ARTICLE XLV. CLASSIFIED AND CONFIDENTIAL INFORMATION

134. Notwithstanding any provision of this Agreement, all requirements of the Atomic Energy Act of 1954, as amended, and all Executive Orders concerning the handling of unclassified controlled nuclear information, restricted data and national security information, including "need to know" requirements, shall be applicable to any access to information or facilities covered under the provisions of this Agreement. EPA and Ecology reserve their right to seek to otherwise obtain access to such information or facilities when it is denied, in accordance with applicable law.

135. Any Party may assert on its own behalf or on behalf of a contractor, subcontractor or consultant, a business confidentiality claim or privilege covering all or any part of the information requested by this Agreement, pursuant to 42 U.S.C. Sec. 9604 and state law. Analytical data

shall not be claimed as business confidential. Parties are not required to provide legally privileged information. At the time any information is furnished which is claimed to be business confidential, all Parties shall afford it the maximum protection allowed by law. If no claim of business confidentiality accompanies the information, it may be made available to the public without further notice.

ARTICLE XLVI. RESERVATION OF RIGHTS

136. The Parties have determined that the activities to be performed under this Agreement are in the public interest. EPA and Ecology agree that compliance with this Agreement shall stand in lieu of any administrative and judicial remedies against DOE and its contractors, which are available to EPA and Ecology regarding the currently known release or threatened release of hazardous substances, hazardous wastes, pollutants or contaminants at the Hanford Site which are the subject of the activities being performed by DOE under Articles VII (Work) and XIV (Work). Provided, that nothing in this Agreement, except as provided in paragraphs 38 and 80 on stipulated penalties, shall preclude EPA or Ecology from the direct exercise of (without employing dispute resolution) any administrative or judicial remedies available to them under the following circumstances:

A. In the event or upon the discovery of a violation of, or noncompliance with this Agreement, or any provision of CERCLA, RCRA or Ch. 70.105 RCW, not addressed by this Agreement.

B. Any discharge or release of hazardous waste which the Parties choose not to address under this Agreement.

C. Upon discovery of new information regarding hazardous substances or hazardous waste management, including but not limited to, information regarding releases of hazardous waste or hazardous substances to the environment which the Parties choose not to address under this Agreement.

D. Upon Ecology's or EPA's determination that action beyond the terms of this Agreement is necessary to abate an imminent and substantial endangerment to the public health or welfare or the environment.

137. In the event of any action by EPA or Ecology under Paragraph 136 to address matters not covered in this Agreement, DOE reserves all rights and defenses available under law. In the event of any action by EPA or Ecology under Paragraph 136 to address matters covered in this Agreement, DOE reserves all rights and defenses specified in this Agreement.

138. Except as otherwise expressly provided herein, 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 by or against any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating in any way to this Agreement or the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, hazardous constituents, pollutants, or contaminants found at, taken to, or taken from the Hanford Site.

139. If EPA and Ecology are in dispute concerning any matter addressed in Part Four, and are unable to resolve such dispute after pursuing dispute resolution pursuant to the dispute resolution procedures set forth in Part Four, the releases or actions which are the subject of the dispute shall be deemed matters which are not addressed under this Agreement. Thereafter, EPA, Ecology, and DOE may take any action with regard to such matters which

would be appropriate in the absence of this Agreement, and each party reserves its rights to assert and defend its respective legal position in connection with any such actions.

140. EPA and Ecology shall not be held as a Party to any contract entered into by DOE to implement the requirements of this Agreement.

141. For matters within the scope of this Agreement, Ecology, and EPA reserve the right to bring any enforcement action against DOE's contractors, subcontractors and/or operators, if DOE fails to comply with this Agreement. For matters outside the scope of this Agreement, Ecology and EPA reserve the right to bring any enforcement action against DOE's contractors, subcontractors and/or operators, regardless of DOE's compliance with this Agreement.

142. This Agreement shall not be construed to limit in any way the right provided by law to the public or any citizen to obtain information about the work to be performed under this Agreement or to sue or intervene in any action to enforce state or federal law.

143. Except as provided herein, DOE is not released from any liability which it may have pursuant to any provisions of state and federal law, including any claim for damages for liability to destruction of, or loss of natural resources.

144. This Agreement shall not restrict EPA and/or Ecology from taking any legal or response action for any matter not specifically part of the work covered by this Agreement.

ARTICLE XLVII. FORCE MAJEURE

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

A. acts of God, fire, war, insurrection, civil disturbance, or explosion;

B. unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance;

C. adverse weather conditions that could not be reasonably anticipated, or unusual delay in transportation;

D. restraint by court order or order of public authority;

E. 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 DOE;

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

G. insufficient availability of appropriated funds, if DOE shall have made timely request for such funds as part of the budgetary process as set forth in Article XLVIII (Cost, Schedule, and Scope Planning and Reporting) of this Agreement.

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

147. DOE and Ecology agree that Subparagraph B (entirely), Subparagraph C ("delay in transportation"), Subparagraph D ("order of public authority"), Subparagraph E ("at reasonable cost"), and Subparagraph G (entirely), of Paragraph 145 do not create any presumptions that such events arise from causes beyond the control of a Party. Ecology specifically reserves the right to withhold its concurrence to any extensions which are based on such events pursuant to the terms of Article XL (~~Extensions~~), or to contend that such events do not constitute Force Majeure in any action to enforce this Agreement.

ARTICLE XLVIII. COST, SCHEDULE, AND SCOPE PLANNING AND REPORTING

148. DOE shall take all necessary steps to integrate Hanford programs and to obtain timely funding in order to fully meet its obligations under this Agreement. This shall be accomplished in the following manner:

A. In its annual budget request, DOE shall include estimated funding levels required to achieve full compliance with this Agreement.

B. In the process of formulating its annual budget request, DOE may be subject to target funding guidance directed by the Office of Management and Budget (OMB). When DOE's target budget case differs from its full compliance funding case, the Parties agree to attempt to reach agreement regarding workscope, priorities, schedules/milestones, and Activity Data Sheet (ADS) funding levels required to accomplish the purpose of the Agreement, provided satisfactory progress has been made in controlling costs in accordance with the cost efficiency initiatives. These discussions shall be conducted before DOE-RL submits its annual budget request and supporting ADSs to DOE Headquarters (DOE-HQ) under signature of the DOE-RL manager.

C. DOE-RL will submit its budget request with detailed ADSs, identifying both target and compliance funding levels, to DOE-HQ and identify any unresolved issues raised by Ecology and EPA. If these issues are not subsequently resolved prior to DOE's submission of its budget request to OMB, DOE-HQ will also identify these issues and the funding required for compliance to OMB.

D. In determining the workscope, priorities, and schedules, the Parties shall consider the values expressed by the Hanford stakeholders.

E. The Parties recognize that successful implementation of this Agreement is dependent upon the prudent use of resources, and that resource requirements and constraints should be considered during the work planning, budget formulation, and budget execution process. To ensure the development of responsible budget requests, consistent with the requirements of this Agreement and applicable federal/state statutes, the Parties will work cooperatively and in good faith.

149. The purpose of this paragraph is to establish a mechanism that will help assure adequate progress toward meeting the requirements of this Agreement. It provides for communication and consultation on work scope, priorities, schedules/milestones, and cost/funding matters. It further provides a means for performance measurement and for early identification of problems which could jeopardize compliance with the schedules and milestones of the Agreement.

A. Within two weeks after DOE Headquarters (DOE-HQ) issuance of Environmental Management planning and/or budget guidance, including target level funding guidance, to the Richland Operations Office (DOE-RL), DOE-RL shall provide a copy of it to Ecology and EPA along with a preliminary

assessment of its impacts. DOE-RL shall also provide a copy of its initial contractor budget guidance to Ecology and EPA within two weeks after issuance.

B. EPA and Ecology agree not to release confidential budget information to any other entities prior to submission by the President of his budget request to Congress, unless authorized by DOE or required to do so by court order. DOE shall seek to intervene in any proceeding brought to compel or enjoin the release of this information. If allowed to intervene, DOE shall assert its interest in, and the legal basis for, maintaining the confidentiality of this information.

C. As soon as possible after DOE-HQ issuance of its initial planning guidance but no later than two weeks prior to DOE-RL's submission of its budget request and supporting Activity Data Sheets to DOE-HQ, Ecology and EPA shall be given: 1) a management level briefing at the ADS level on the budget, including an integrated site-wide assessment of impacts on the requirements of this Agreement; and 2) the opportunity to review, comment and make integrated recommendations on that budget request, including workscope, priorities, schedules/milestones, and five year target and compliance cost/funding projections. DOE-RL shall, to the extent it deems appropriate, revise its budget request and ADSs, including workscope, to address or resolve Ecology and EPA comments prior to transmittal to DOE-HQ. DOE-RL shall notify DOE-HQ in its budget request of any comments not fully resolved to the satisfaction of all Parties, and shall identify full compliance funding levels.

D. Within 30 days after the President's submission of the budget to Congress, DOE-RL shall brief Ecology and EPA on the President's budget request at the ADS level detail. At this briefing, DOE-RL shall notify Ecology and EPA of any differences between the target and compliance case workscope and

cost/funding levels submitted in accordance with subparagraph C. above, and the actual workscope and funding levels included in the President's budget request to Congress. DOE-RL shall also provide Ecology and EPA its assessment of the impacts such differences may have on DOE's ability to meet milestones or satisfy other requirements of this Agreement.

E. DOE shall notify and discuss with Ecology and EPA, prior to transmittal to OMB, any budget amendment, supplemental appropriation request or reprogramming request and any corresponding impacts upon the workscope and schedules, and DOE's ability to meet milestones or other requirements of this Agreement with and without the amendment, supplemental appropriation or reprogramming request.

F. Within 30 days after congressional budget appropriation, DOE-RL shall brief Ecology and EPA on the budget appropriation and subsequent funding allocations for the new fiscal year at ADS level detail. If there is a delay in congressional appropriation after the start of the fiscal year, DOE-RL shall inform Ecology and EPA of any congressional continuing resolution action, and the potential impacts, if any, on progress to achieve milestones and other requirements of the Agreement. Ecology and EPA will be given timely opportunity to review and comment on these budget appropriation and funding allocation actions, and to make recommendations for reallocation of available funds.

G. If the Congressional budget appropriation differs from the funding levels required to comply with any milestones or other requirements of the Agreement, DOE-RL shall take whatever action is appropriate under the Agreement. Such action may include submitting a change request in accordance with the Action Plan, Section 12.0 entitled Changes to Action Plan/Supporting Schedules. The Parties shall attempt to reach agreement on adjustments in

workscope or milestones consistent with the Congressional appropriation which will minimize impacts on the requirements of this Agreement. If agreement cannot be reached, Ecology and EPA reserve the right to take appropriate action as provided for in this Agreement.

H. Ecology, DOE, and EPA ~~project managers~~Executive Managers shall meet periodically throughout the budget execution year to discuss the status of projects to be funded for the current fiscal year, the integration of programs, and events that have affected, or may affect milestones or activity within such milestones.

I. In order to ensure continuing, effective and timely interface between DOE, Ecology and EPA regarding work scope planning/scheduling, program integration, budget/funding, current year performance status, milestone tracking, and notification of problem areas, DOE shall, unless otherwise agreed to, provide the following, or their equivalent, to EPA and Ecology:

1. Annual Multi-Year Program Plans, including ADS level funding projections, as soon as possible after their development;

2. Annual Fiscal Year Work Plans, including ADS level funding profiles, as soon as possible after start of each fiscal year;

3. The monthly Approved Funding Plan (AFP), at ADS level detail, within two weeks following the start of each month;

4. Monthly Site Management System reports shall be provided to EPA and Ecology to identify: any anticipated delays in meeting time schedules, the reason(s) for such delay and actions taken to prevent or mitigate the delay, and any potential problems that may result in a departure from the requirements and time schedules. In accomplishing this, the SMS reports shall, as a minimum, include for each program: monthly and cumulative budget, actual monthly and cumulative costs, performance measurement

information including explanations of cost/schedule variances, progress in achievement of milestones, and notification of problems and program/project delays. The appropriate contractor program managers shall sign the monthly Site Management System report. The signature block shall contain the statement: "The information contained within this report is complete and accurate to the best of my knowledge." At the monthly milestone review meetings, the appropriate DOE ~~program~~ project managers will provide DOE's assessment of milestone progress and the extent to which DOE agrees or disagrees with the preceding month's SMS report. The assessment will be documented in meeting minutes signed by DOE and the lead regulatory agency ~~the three parties~~. With regard to these assessments, signature of the minutes by Ecology and EPA shall indicate only that the assessment information was provided by DOE. The monthly Site Management System report shall also be placed in the Public Information Repositories as identified in Section 10.2 of the Action Plan.

5. Upon request, EPA and Ecology shall be provided access to available information below the ADS level of detail.

J. During the budget execution year, DOE-RL shall notify Ecology and EPA of any proposed action to internally reallocate funding at ADS levels, if such an action significantly affects workscope and schedules.

K. Within 30 days following the completion of DOE's annual midyear management review (approximately April-May of each year), DOE-RL shall brief Ecology and EPA on any decisions that significantly affect milestones under this Agreement.

L. As soon as possible following the end of each federal fiscal year, DOE-RL shall provide to EPA and Ecology the fiscal year-end SMS report, and a summary briefing on the amount of funds that have been obligated and

spent during the fiscal year ended and the work that has been performed. This summary shall include, at ADS level detail, actual versus planned expenditures for the fiscal year end; a summary of carryover amounts including those available for expenditures in the following budget execution year; and summaries/information explaining the extent of work planned versus work completed or performed during the year.

M. The three parties agree to inform and involve the public and stakeholders at key stages of integrated (cross programmatic) decision making, and at key stages of budget formulation and execution consistent with the Interim Report of the Federal Facilities Environmental Restoration Dialogue Committee. The process for informing and involving the public and stakeholders will be developed and included in the Tri-Party Agreement Community Relations Plan.

N. The participation by Ecology and EPA in DOE's planning and budget formulation and execution process shall not affect DOE's authority over its budgets and funding level submission.

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

151. If appropriated funds are not available to fulfill DOE's obligations under this Agreement, EPA and Ecology reserve the right to initiate any other action which would be appropriate absent this Agreement.

152. EPA and DOE agree that any requirement for the payment or obligation of funds, including stipulated penalties under Article XX (Stipulated Penalties) of this Agreement, by DOE 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. Sec. 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.

153. If appropriated funds are not available to fulfill DOE's obligations under this Agreement, the Parties shall attempt to agree upon appropriate adjustments to the workscope or milestones which require the payment or obligation of such funds. If no agreement can be reached then Ecology and DOE agree that in any action by Ecology to enforce any provision of this Agreement, DOE may raise as a defense that its failure or delay was caused by the unavailability of appropriated funds. Ecology disagrees that lack of appropriations or funding is a valid defense. However, DOE and Ecology agree and stipulate that it is premature at this time to raise and adjudicate the existence of such a defense. Acceptance of this Paragraph 153 does not constitute a waiver by DOE that its obligations under this Agreement are subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. Sec. 1341.

ARTICLE XLIX. COMPLIANCE WITH APPLICABLE LAWS

154. All actions required to be taken pursuant to this Agreement shall be taken in accordance with the requirements of all applicable federal and state laws and regulations. All Parties acknowledge that such compliance may impact schedules to be performed under this Agreement. Extensions of schedules shall be granted for good cause as provided in ~~accordance with Article XL and in accordance with the procedures specified in Section 12.0 of the Action Plan (Extensions).~~

155. In any judicial challenge arising under this Agreement the court shall apply the law in effect at the time of the challenge, including any amendments to RCRA or CERCLA enacted after entry of this agreement. Where the law governing this agreement has been amended or clarified, any provision of this agreement which is inconsistent with such amendment or clarification shall be modified to conform to such change or clarification.

ARTICLE L. EFFECTIVE DATE

156. This Agreement is effective upon signature by all Parties.

ARTICLE LI. ATTACHMENT 1

Attachment 1 to this Agreement is a letter dated February 26, 1989, from Donald Carr, Acting Assistant Attorney General, Land and Natural Resources Division, U.S. Department of Justice, to Christine Gregoire, Director, Department of Ecology. This letter sets forth the Department of Justice's position on the enforceability of this Agreement.

IT IS SO AGREED:

Each undersigned representative of a Party certifies that he or she is fully authorized to enter into this Agreement and to legally bind such Party to this Agreement.¹

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

THE UNITED STATES DEPARTMENT OF ENERGY:

THE WASHINGTON STATE DEPARTMENT OF ECOLOGY

¹The Hanford Federal Facility Agreement and Consent Order signed May 15, 1989, was originally executed by: Robie G. Russel, Regional Administrator, Region 10, for the U.S. Environmental Protection Agency; Michael J. Lawrence, Manager, Richland Operations Office, for the U.S. Department of Energy; and, Christine O. Gregoire, Director, for the Washington State Department of Ecology.

The first amendment to the Agreement was signed in August 1990, by: Thomas P. Dunne, Acting Regional Administrator, Region 10, for the U.S. Environmental Protection Agency; Edward S. Goldberg, Acting for John D. Wagoner, Manager, Richland Operations Office, for the U.S. Department of Energy; and, Christine O. Gregoire, Director, for the Washington State Department of Ecology.

The second amendment to the Agreement was signed in September 1991, by: Dana A. Rasmussen, Regional Administrator, Region 10, for the U.S. Environmental Protection Agency; John D. Wagoner, Manager, Richland Operations Office, for the U.S. Department of Energy; and Christine O. Gregoire, Director, for the Washington State Department of Ecology.

The third amendment to the Agreement was signed in August 1992, by: Dana A. Rasmussen, Regional Administrator, Region 10, for the U.S. Environmental Protection Agency; John D. Wagoner, Manager, Richland Operations Office, for the U.S. Department of Energy; and Chuck Clarke, Director, for the Washington State Department of Ecology.

The fourth amendment to the Agreement was signed in January 1994, by: Gerald Emison, Acting Regional Administrator, Region 10, for the U.S. Environmental Protection Agency; John D. Wagoner, Manager, Richland Operations Office, for the U.S. Department of Energy; and Mary Riveland, Director, for the Washington State Department of Ecology.

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ATTACHMENT 2

ACTION PLAN

FOR IMPLEMENTATION OF THE

HANFORD CONSENT ORDER AND COMPLIANCE AGREEMENT

BETWEEN

THE U.S. ENVIRONMENTAL PROTECTION AGENCY,

THE U.S. DEPARTMENT OF ENERGY,

AND

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AS AMENDED, SEPTEMBER 1990

SEPTEMBER 1991

AUGUST 1992

JANUARY 1994

JULY 1995

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EXECUTIVE SUMMARY

FOR HANFORD FEDERAL FACILITY AGREEMENT AND CONSENT ORDER ACTION PLAN

This Action Plan is an attachment to the Hanford Federal Facility Agreement and Consent Order (hereafter referred to as the "Agreement") between the U.S. Department of Energy (DOE), U. S. Environmental Protection Agency (EPA), and the State of Washington Department of Ecology (Ecology). The Agreement is the legal document that binds DOE to actions to comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and the State of Washington Hazardous Waste Management Act.

THE HANFORD SITE

The Hanford Site was acquired by the Federal Government in 1943 for the construction and operation of facilities to produce plutonium for World War II. The site encompasses approximately 560 square miles within the Columbia River Basin. For over 20 years, Hanford facilities were primarily dedicated to the continuation of plutonium production for national defense and managing the wastes generated. In later years, programs at Hanford have become increasingly diverse, involving research and development for advanced reactors and renewable energy technologies. Currently DOE plans to phase out the defense production missions of Hanford, with the new emphasis of the Site being research and development, cleanup of waste units resulting from past operations, and achieving compliance with Federal and State laws.

Treatment, Storage and Disposal Operations

The Hanford Site has and will continue to provide for the Treatment, Storage and Disposal of hazardous and mixed wastes. Mixed wastes are those which contain both hazardous waste (i.e. chemical) and radioactive waste. In 1984, Congress amended RCRA, imposing, among other things, additional restrictions on hazardous waste storage and disposal activities. The analogous Hazardous Waste Management Act (HWMA) imposes similar restrictions. These restrictions have been referred to as the Land Disposal Restrictions (LDR). Some of the mixed wastes which are stored at Hanford are subject to LDR and cannot be land disposed until the wastes are treated in accordance with LDR regulations, or a variance is granted ~~under 40 CFR 268~~. These wastes are stored in underground tanks or in other mixed waste units.

At present, DOE does not have the capability to treat all of the LDR mixed wastes at Hanford in accordance with LDR, and until such treatment occurs, disposal is prohibited. The mixed waste treatment systems which are currently available and treatment systems which are planned for the future must satisfy prescribed LDR treatment requirements. Until treatment systems capable of treating the mixed waste to meet the LDR treatment standards become available for Hanford wastes, storage of existing wastes and wastes which will be generated will continue. However, such storage will be in accordance with an approved plan for the management of LDR mixed waste.

In addition to restrictions on land disposal, these LDR requirements also include specific conditions for storage of LDR wastes. The ~~Department of Energy~~ DOE will submit schedules to develop and construct waste treatment systems necessary to achieve compliance with LDR storage requirements, which shall become effective upon approval by EPA ~~(or Ecology upon authorization for LDR pursuant to Section 3006 of RCRA)~~.

There are over 50 Treatment, Storage or Disposal (TSD) Groups on the Hanford Site which must be permitted and/or closed in accordance with RCRA and the State of Washington Hazardous Waste Management Act. A group represents one or more TSD units and reflects the level at which a Part B application and/or closure plan will be developed. These units range significantly in complexity from the closure of the single-shell tanks to the permitting of an individual treatment tank within a production facility. Ecology has the primary authority for issuing a final operating permit to the DOE. Until such time, the DOE continues to operate its TSD units under interim status regulations.

Past-Practices

As previously noted, the Hanford Site has been in operation since the mid-1940's. These operations have resulted in approximately 1000 past-practice units that must be investigated and, if necessary, cleaned up. A past-practice unit is a waste management unit where wastes have been disposed (intentionally or unintentionally), and that is not subject to regulation as a TSD Unit.

The majority of the past-practice units on the Hanford Site contain mixed wastes (i.e., wastes containing both radioactive wastes and hazardous wastes). The remaining units contain only radioactive wastes or hazardous wastes, or are considered non-radioactive and non-hazardous. A large percentage of these waste units are either solid waste burial grounds or liquid disposal units, such as cribs, ponds, and ditches.

The groundwater beneath the Hanford Site has been contaminated as a result of these past-practices. Current data show tritium and nitrate to be the most widespread contaminants in the groundwater. Chromium, cyanide, and carbon tetrachloride are some of the hazardous chemicals which have been detected in the groundwater near operating areas.

REGULATORY AUTHORITIES

Resource Conservation and Recovery Act

RCRA was enacted by Congress in 1976. It requires "cradle to grave" management of hazardous waste by all generators, transporters, and owners/operators of treatment, storage, and disposal facilities handling hazardous wastes. A major goal of RCRA is to reduce the generation of hazardous waste.

The Department of Ecology has the authority to carry out the RCRA Program in Washington through its own dangerous waste management program. Washington State regulations for dangerous waste management are substantially similar to, but more restrictive in some cases than, the RCRA regulations.

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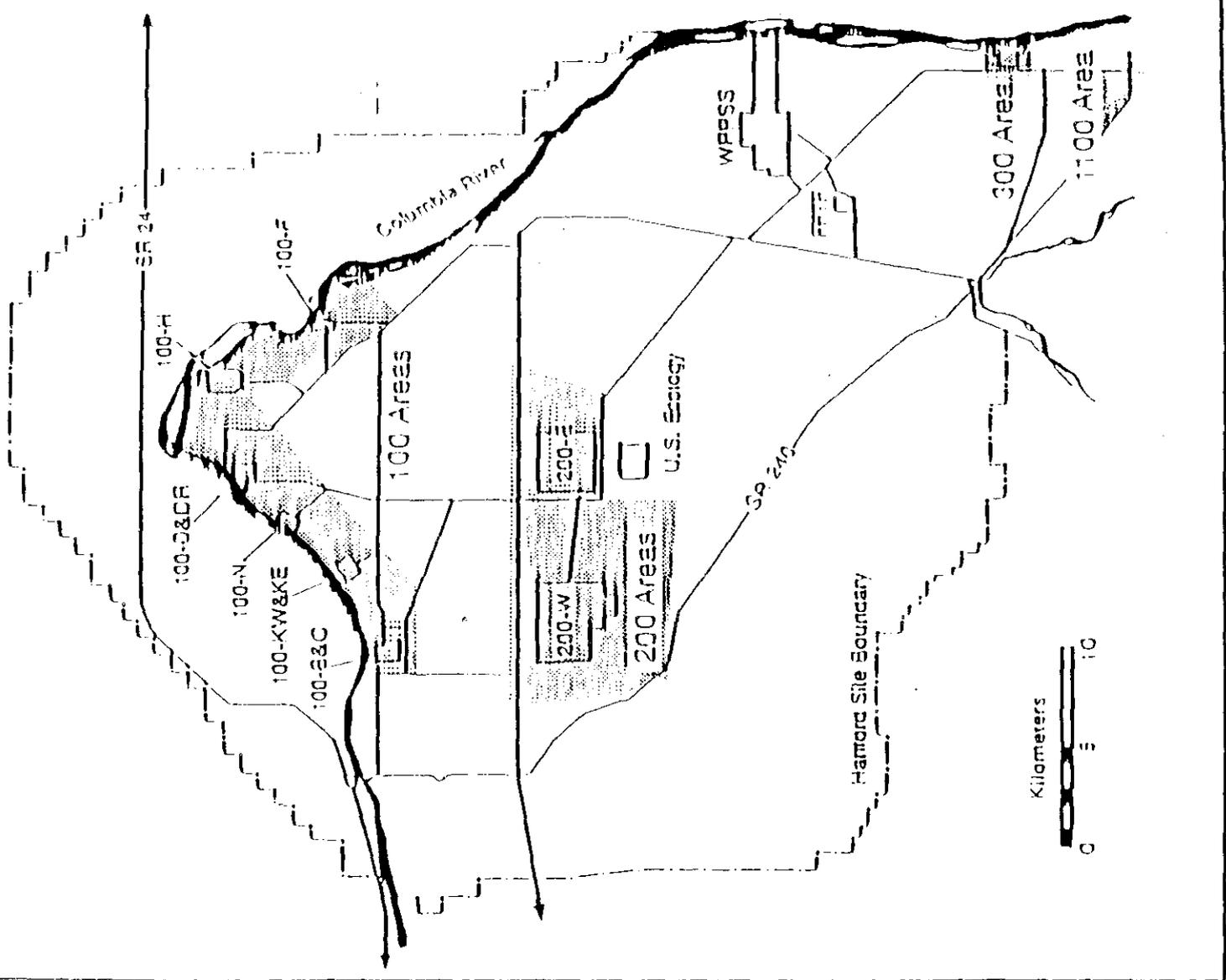
Ecology has not yet received authority from EPA to carry out the 1984 Hazardous and Solid Waste Amendments (HSWA) to RCRA. Until such authorization, EPA is responsible for implementing the provisions of the HSWA. The State of Washington has received authorization to carry out a portion of the Hazardous and Solid Waste Amendments of 1984 (HSWA) including corrective actions. For that portion, Ecology's authorized program operates in lieu of the Federal requirements. However, some HSWA provisions are yet to be delegated to the state, and the EPA retains authority to implement those provisions. HSWA provides for corrective action at all waste management units, irrespective of the date wastes were placed in the units.

Comprehensive Environmental Response, Compensation and Liability Act

CERCLA, also referred to as "Superfund", was enacted by Congress in 1980. Its purpose is to provide both funding and enforcement authority for cleaning up contaminated waste sites that have been created over the past decades. The funding portion of CERCLA does not apply to Federal facilities such as Hanford. EPA has been given authority for carrying out the provisions of CERCLA.

A key element for application of the cleanup provisions of CERCLA is the listing of a site on the National Priorities Listing (NPL). A Preliminary Assessment/Site Inspection (PA/SI) was completed in 1987 for the Hanford Site. On June 24, 1988 the EPA nominated four areas of the Hanford Site for inclusion on the NPL based on the results of the PA/SI. These four areas were officially listed on the NPL on November 3, 1989 (Federal Register 41015, October 4, 1989). These are the 100 Areas, 200 Areas, 300 Area, and 1100 Area as shown on the following map of the Hanford Site.

The Hanford Site



FEDERAL FACILITY AGREEMENT AND CONSENT ORDER

The agreement is the legal document covering Hanford Site environmental compliance and cleanup. The general purposes of the agreement are:

- To ensure that the environmental impacts associated with past and present activities at the Hanford Site are thoroughly investigated and that appropriate response actions are taken as necessary to protect the public health, welfare, and the environment;
- To provide a framework for permitting TSD units and to promote an orderly, effective investigation and cleanup of contamination at the Hanford Site;
- To ensure compliance with RCRA and the Washington Hazardous Waste Management Act for TSD units including requirements covering permitting, interim status, land disposal restrictions, closure, and post-closure care;
- To establish a procedural framework for developing, prioritizing, implementing, and monitoring appropriate response actions at the Hanford Site in accordance with CERCLA, the National Contingency Plan (NCP), Superfund guidance and policy, and RCRA guidance and policy;
- To facilitate cooperation, exchange of information, and the coordinated participation of the parties in such actions; and
- To minimize the duplication of analysis and documentation.

The legal Agreement contains five parts: Part One contains introductory provisions; Part Two contains provisions governing hazardous waste treatment, storage, and disposal, facility compliance, permitting, closure, and post-closure activities; Part Three contains provisions governing remedial and corrective action activities; Part Four addresses the regulatory interfaces between EPA and the Ecology; and Part Five provides common provisions which apply to both Parts Two and Three. In addition, the Agreement delineates authorities, identifies enforcement provisions and provides for dispute resolution among the parties. This Action Plan is an attachment to the Federal Facility Agreement and Consent Order.

ACTION PLAN

This Action Plan, as an enforceable part of the Agreement, provides the methods and procedures, and establishes the plans for (1) compliance, permitting, and closure under RCRA and the Washington State Hazardous Waste Management Act, and (2) cleanup of the Hanford Site under CERCLA and RCRA corrective action provisions.

Major Milestones

The master plan and schedules for Action Plan work are found in Section 2.0, Milestones. These major milestones contain enforceable commitments for the most significant actions in the Action Plan, including:

- Closure of the Hanford single-shell tanks and final disposal of all tank wastes;
- Investigation and cleanup of all contamination at operable units;
- Permitting and closure of treatment, storage, and disposal units;
- Ceasing disposal of all contaminated liquids to soils; and
- Operation of the High-Level Waste Vitrification Plant.

Unit Identification, Categorization, and Prioritization

The approximately 55 TSD groups on the Hanford Site are identified in Appendix B as those which will continue to operate, and those which are to be closed. Actions associated with these TSD groups have been prioritized on the work schedules based on (1) the risk to public health and environment, (2) benefits received in minimizing wastes in terms of volume and toxicity, and (3) operational considerations.

Approximately 1000 past-practice units are identified in Appendix C. They have been grouped into approximately 74 operable units for the purposes of investigation and cleanup. An operable unit is a grouping of individual waste units based primarily on geographic area and common waste sources. The operable units are prioritized for investigation based on an initial assessment of environmental risk potential. The assessment considers waste volume, hazardous substances and their toxicity or health effects, and the potential for migration of these substances.

~~The twenty highest priority operable units have been schedule for action through 1992. The remaining operable units have been prioritized into groups and will be individually prioritized during the annual updates of the work schedule.~~

Project and Unit Managers

EPA, DOE, and Ecology have designated individuals who will serve as project manager and who will ~~behave the primary points of contact responsibility~~ for all activities to be carried out in regard to their assigned operable unit, TSD group/unit or milestone under the Action Plan. ~~The primary responsibilities of the project managers are to implement the scope, terms, and conditions of the Action Plan, direct and provide guidance to their unit managers, maintain effective communication among each other, and report status to their respective management. In addition, the three parties shall each designate an individual as a unit manager for each operable unit on which they participate. The unit manager shall represent their respective party for all activity on the applicable operable unit, each TSD group/unit, or other specific Agreement activity on which they participate. The unit manager shall represent their respective party for all activity on the applicable operable unit and keep their respective project managers informed on status and problems which arise.~~

~~Project and unit managers will conduct periodic monthly meetings concerning their respective areas of responsibility. These meetings will address status and problem areas. The goal is to maximize communication among the three parties.~~

Integration of RCRA and CERCLA

RCRA and CERCLA overlap in many areas. ~~RCRA and CERCLA both require also provides for corrective action for releases at RCRA facilities regardless of time of release. RCRA regulated wastes are also regulated under CERCLA. Many of the RCRA disposal units on the Hanford Site which are scheduled for closure are located in close proximity to past-practice units. These TSD units have been incorporated into the appropriate operable unit with the past-practice units so that integrated investigation and cleanup actions result. These TSD~~

units will be closed under the authority of RCRA, generally in coordination with the past-practice activities. In order to streamline the interface between RCRA and CERCLA authorities within an operable unit, the past-practice units contained within an operable unit will all be designated as either RCRA corrective action units or CERCLA units.

Lead Regulatory Agency Concept

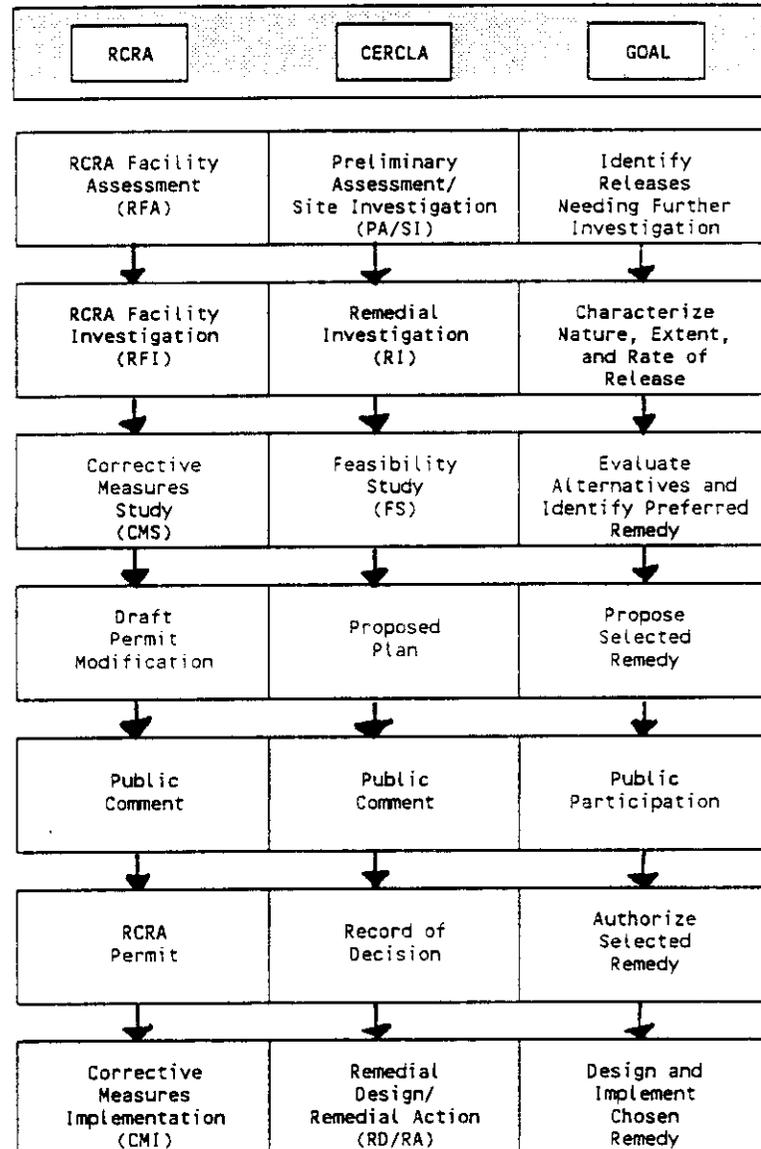
Legal authority for regulatory oversight of DOE's actions may rest with either EPA, Ecology, or a combination of EPA and Ecology. The involvement of both EPA and Ecology throughout completion of a particular milestone, however, is in most cases not an efficient process for regulatory oversight. Therefore, EPA and Ecology will use a "lead regulatory agency" approach to minimize duplication of effort and maximize productivity. In most cases, either EPA or Ecology will be the lead regulatory agency for an operable unit, TSD group/unit or milestone. ~~The lead regulatory agency for a specific operable unit will be responsible for overseeing DOE actions at that operable unit. The non lead regulatory agency which is not the lead regulatory agency will be designated as the support agency, and will assist the lead regulatory agency as needed not assign staff to oversee work regarding that operable unit, TSD group/unit or milestone even though it may have legal authority to do so. Staff from the lead regulatory agency will manage all aspects of regulatory oversight, which are covered by this Agreement, on their assigned operable units, TSD groups/units or milestones, including preparation of decision documents and briefings to senior management of the non lead regulatory agency where final approval by the non lead regulatory agency is required. The decision of which agency is lead for each operable unit, TSD group/unit or milestone will be jointly made by EPA and Ecology.~~

RCRA Permitting

Since the Hanford Site is designated as a single RCRA facility one hazardous waste permit will be issued and maintained, and will address the treatment, storage and disposal of hazardous wastes. The initial permit will be issued for less than the entire facility, recognizing that not all of the TSD groups will be ready for a permit at the same time. Then the permit will be modified over time to incorporate additional TSD groups. The permit will also incorporate the cleanup actions selected for those past-practice units addressed under RCRA corrective action provisions. The permit will also address post-closure care requirements for those TSD units which have been closed, including those closed in conjunction with a past-practice operable unit.

Remedial and Corrective Action

Either the CERCLA remedial action or the RCRA corrective action process will be used for the past-practice operable units. Under either process, DOE will investigate the contamination at the operable unit and study alternatives for cleaning up the problem. Following a public comment period, the appropriate regulatory agency will select the remedy. The following figure summarizes these processes, and shows that they are functionally equivalent.



A work plan will be developed for each operable unit that will address all activities from the start of field investigation through the proposed selection of a remedy for cleanup. Both the work plan and the documentation of the selected remedy will be made available for public comment.

Appendix D provides the definitive work schedule which reflects specific dates for activities in support of the major milestones.

Documentation and Administrative Record

All documents will be categorized as either primary or secondary documents. Primary documents represent the interpretation of key data and reflect decisions on how to proceed. Secondary documents represent an

interim step in a decision making process, or are issued for information only and do not reflect key interpretations. Only primary documents are approved by the regulatory agencies and can be subjected to the dispute resolution process detailed in the Agreement. All documents (including secondary documents) will be reviewed by the regulatory agencies. The specific processes for document review, comment, and revision are contained in the Action Plan.

An Administrative Record will be established for each operable unit and TSD group, and will contain all of the documentation considered in arriving at CERCLA decision or RCRA permit. The Administrative Record file, including an index, will be available to the public for review in Richland, Seattle, and Olympia, Washington.

~~Updates to the Action Plan Publication~~

~~An updated version of the Action Plan will be published periodically as agreed upon by the three parties updated annually to expand the work schedule for the next year. The work schedule (contained in Appendix D) covers seven years, with the near-term shown in detail. In addition to work schedule updates, the Action Plan may be updated to reflect other modifications, such as changes to TSD groups and operable units, or changes in their priority.~~

COMMUNITY RELATIONS

Section 10.0 of this Action Plan summarizes the community relations activities in support of the Agreement. A separate Community Relations Plan has been developed that meets the requirements for having such a plan at NPL sites, and also covers all the community relations needs of the Agreement, including RCRA public involvement requirements. The following summarizes the key elements of the Community Relations Plan:

- Public information repositories will be maintained in Seattle, Richland, and Spokane, Washington, as well as Portland, Oregon. Key documents and other information will be kept in these repositories for ready access by the public.
- Quarterly public information meetings will be held. Two meetings will be held each quarter; one in Richland, and the other rotated between other locations.
- Key decision documents will be made available for public comment prior to being finalized. Public meetings concerning these documents will be held as appropriate. Public hearings will be held upon request for draft permits or permit modifications.
- ~~Annual updates~~Changes to the Agreement, Action Plan, work schedule and other appendices will be subject to public comment based upon the significance of the pending change, as defined in the Community Relations Plan.
- An active system of keeping the public informed will be implemented. A mailing list will be maintained for distribution of fact sheets and newsletters.

- A federal technical assistance grant program will be administered by EPA and a public participation grant program will be administered by Ecology.
- Interested Indian Tribes will be afforded special meetings and direct distribution of key documents upon request.

The intent is to involve the public extensively concerning environmental compliance and cleanup of the Hanford Site.

CURRENT STATUS OF ACTIVITIES AT HANFORD

Current status of activities addressed by the Agreement may be obtained from the status reports which are produced as a requirement of this Agreement. These reports are available for inspection at any of the four Information Repositories described in section 10.2 of this action plan. Current status is also provided through regular and special mailings from the three parties. Any person may be placed on the Hanford Site mailing list by contacting any of the community relations contacts shown in Appendix E of this action plan. Quarterly Public Information Meetings and other special public involvement meetings held in various locations in Washington and Oregon are also a source of current information. These meetings are announced via newspapers and direct mail notices to those on the Hanford Site mailing list.

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ACTION PLAN

1.0 INTRODUCTION

1.1 PURPOSE

The purpose of this action plan is to establish the overall plan for hazardous waste permitting, meeting closure and postclosure requirements, and remedial action under the Federal Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Washington State Hazardous Waste Management Act. All actions required to be taken pursuant to this agreement shall be taken in accordance with the requirements of all applicable Federal and State laws and regulations.

This plan describes the U.S. Environmental Protection Agency (EPA) and State of Washington regulatory integration, and the methods and processes to be used to implement the Hanford Federal Facility Agreement and Consent Order, hereinafter referred to as "the Agreement," among the State of Washington Department of Ecology (Ecology), the EPA, and the U.S. Department of Energy (DOE). The parties recognize that hazardous waste compliance, permitting, closure and postclosure action, and remedial and corrective action at the Hanford Site will require a fully integrated effort involving the Federal RCRA, CERCLA, and the Washington State Hazardous Waste Management Act. For purpose of this action plan, the term RCRA means the RCRA as amended and the Washington Hazardous Waste Management Act (HWMA).

This action plan contains a work schedule (Appendix D), that is based on a rationale for setting priorities for work to be accomplished. This rationale is identified in Section 3.0. The work schedule identifies the schedules and milestones to be met in implementing this plan. Requirements and standards under Washington's Dangerous Waste Regulations and RCRA for hazardous waste generation and transportation, as specified in Chapter 173-303 of the Washington Administrative Code (WAC) and Title 40, Code of Federal Regulations (CFR), Parts 262 and 263, are not addressed by this action plan. However, this does not relieve the DOE from meeting these requirements.

Appendix A provides a definition of terms and acronyms as used in this action plan.

1.2 REGULATORY AUTHORITIES

This action plan and its appendices are binding and enforceable on all parties unless otherwise noted. The regulatory authorities of the EPA and Ecology currently include, but are not limited to, the following:

- The EPA: Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, and the Resource Conservation and Recovery Act of 1976 (RCRA), as amended
- Ecology: Hazardous Waste Management Act (HWMA), Chapter 70.105 Revised Code of Washington (RCW), as amended.

Specific regulatory authorities/clarifications include the following.

- On January 31, 1986, Ecology received final authority to implement the State Dangerous Waste Program in lieu of the Federal base RCRA program in the State of Washington. On November 4, 1994, Ecology received authorization from EPA to implement corrective actions under the Hazardous and Solid Waste Amendments of 1984 (HSWA). This does not authorize the State to implement the Hazardous and Solid Waste Amendment (HSWA) provisions. The HSWA will be implemented under the authority of the EPA until such time as Ecology receives authorization for HSWA. Section 6.2 provides for shared responsibilities for HSWA provisions between the State and the EPA. Before the State receives HSWA authorization, it must promulgate regulations as necessary to implement the program.
- Amendments to the base RCRA regulations (i.e., those not promulgated pursuant to HSWA) do not become effective under RCRA until the State has promulgated regulations to implement them and they have been authorized by EPA. State regulations are effective, however, as provided under state law. In contrast, amendments to HSWA regulations become effective under RCRA immediately under the direction of the EPA whether or not the State has received HSWA authorization.
- On August 19, 1987, CH. 70.105 RCW was amended to allow Ecology to regulate mixed waste. On November 23, 1987, Ecology received authorization from the EPA to regulate mixed waste in the State of Washington.
- Ecology will serve as lead regulatory agency for all provisions of the HSWA including those that have not been authorized pursuant to section 3006 of RCRA.
- The selection of CERCLA remedy decision making authority remedial actions cannot be delegated to the State of Washington under the existing statute and will, therefore, continue to be exercised by the EPA. However, Ecology will serve as lead regulatory agency for certain past practice units and will involve EPA as necessary to approve the selected remedy in accordance with an EPA/Ecology Memorandum Of Understanding.
- Ecology shall issue the RCRA permit under the State Dangerous Waste Program. Where the permit involves HSWA provisions for which the state is not authorized, the EPA shall issue the HSWA that portion of the permit. This will be a joint EPA/Ecology permit. When HSWA is delegated to the State, Ecology shall issue the entire permit to include HSWA provisions. The EPA shall retain an oversight role of Ecology's program and activities under the delegation of authority.
- Ecology shall maintain its authority under Ch.70.105 RCW to require corrective action at treatment, storage, and disposal (TSD) units to remediate groundwater contamination originating from such units in accordance with Part Four of the Agreement.

This action plan is based on existing Federal and State regulations. If changes to those regulations create inconsistencies between the action plan and the regulations, the action plan will be modified accordingly. ~~To minimize any delay in implementation, it is the intent of the parties that an updated version of the action plan will be prepared prior to HSWA authorization (or partial authorization) to the State. Upon delegation, the updated action plan would then be implemented in an expeditious manner.~~

1.3 ORGANIZATION OF ACTION PLAN

Section 2.0 identifies the major milestones agreed to by all parties under this Agreement. Major interrelationships between milestones are shown.

All parties realize that the Hanford Site is complex, with numerous waste management units. Section 3.0 describes an inventory and unit classification approach for effective organization and continuity of effort. It also includes criteria to be used for prioritizing the activities to be performed. Section 4.0 identifies a tiered management structure to oversee actions conducted under this plan and ~~describes meetings to be used to ensure effective communications between all parties.~~ Section 5.0 describes the rationale and process by which waste management units at the Hanford Site will interface and be managed in accordance with the above-mentioned authorities. Section 6.0 describes the RCRA treatment, storage, and disposal unit processes and Section 7.0 describes past-practice unit processes in accordance with parts two and three of the Agreement respectively.

~~Section 8.0 describes the process for facilities transitions describes meetings to be used to ensure effective communications between all parties.~~ Section 9.0 defines the documents to be generated under this action plan, the classification and listing of primary and secondary documents, and the records systems to be implemented to preserve and access the documentation. Section 10.0 describes the method and processes necessary for community relations and effective public involvement.

Section 11.0 describes the purpose and format of the work schedule (Appendix D). In addition, Section 11.0 identifies the supporting plans that implement this action plan and the work schedule. Section 12.0 establishes a process for parties to propose and implement changes to elements of this ~~Agreement, action plan, appendices, and or its~~ supporting plans. Section 12.0 also addresses the process for minor field changes. Section 13.0 addresses requirements for management of discharges of liquid effluents to the soil column at Hanford.

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2.0 MILESTONES

2.1 INTRODUCTION

This section discusses the milestones that have been agreed to by all parties in support of this Agreement. These milestones represent the actions necessary to ensure acceptable progress toward Hanford Site compliance with RCRA, CERCLA, and the Washington State Hazardous Waste Management Act (HWMA). Appendix D contains interim milestones and target dates which support major milestones.

The major milestones fall into the following categories:

- Disposal of tank wastes
- Cleanup of past-practice units
- RCRA and HWMA operating requirements.

New facilities required to support these activities are included in the category that they most directly support, recognizing that some of the facilities (e.g., laboratories) support more than one category.

The major milestones discussed in this section are based on existing funding and anticipated funding levels in the future. If funding levels are greater than anticipated, or if new sources of funding become available, the parties agree to renegotiate the milestones to decrease the amount of time necessary to complete the work.

2.2 DISPOSAL OF TANK WASTES

This category addresses the closure of the Hanford single-shell storage tanks and the final disposition of the wastes that are stored in single and double-shell tanks. The goals of these milestones are to reduce the current risk associated with single-shell tanks and to implement the long-term solutions for final disposition of all tank wastes. The milestones associated with single-shell tank closure support a schedule to complete all actions in accordance with a 40-year tank closure schedule.

2.3 CLEANUP OF PAST-PRACTICE UNITS

This category addresses the investigation and resultant remedial or corrective actions for past-practice units (see Section 3.3 for discussion of past-practice units) on the Hanford Site. The goal of these milestones is to achieve timely and appropriate cleanup of the Hanford Site. The milestones associated with operable unit investigations and cleanup support a schedule to complete all site cleanup actions in accordance with a 30-year site cleanup schedule.

2.4 RCRA AND HWMA OPERATING REQUIREMENTS

This category addresses those actions necessary to satisfy RCRA requirements and obtain a final operating permit for all TSD units on the Hanford Site. It also addresses closure of those TSD units that are not being closed in conjunction with past-practice units. The goal of these milestones is to achieve compliance with all RCRA and State Dangerous Waste Program requirements.

3.0 UNIT IDENTIFICATION, CLASSIFICATION, AND PRIORITIZATION

3.1 INTRODUCTION

This section describes what constitutes a waste management unit at the Hanford Site. In addition, it describes how waste management units are classified, prioritized, and grouped for common investigation and response or corrective action.

A waste management unit represents any location within the boundary of the Hanford Site that may require action to mitigate a potential environmental impact. This would include all solid waste management units (SWMUs) as specified under Section 3004(u) of RCRA. These waste management units were previously defined in the Hanford Site Waste Management Units Report (see Section 3.5). Waste management units include the following:

- Waste disposal units (including RCRA disposal units)
- Unplanned release units (including those resulting from spills)
- Inactive contaminated structures
- RCRA treatment and storage units
- Other storage areas.

The parties recognize and agree that certain activities related to the stabilization and transition of facilities, before or after the shutdown decision has been made, through the final disposition of structures by DOE, are subject to RCRA, CERCLA or other regulatory controls related to the Agreement. The generation and/or discharge of (Ecology/EPA) regulated substances or wastes (including the treatment, storage and disposal of those substances or wastes) shall be subject to this Agreement. Appropriate specific requirements and/or Tri-Party Agreement Milestones for the completion of key activities that generate or discharge regulated substances or wastes shall be incorporated into the Action Plan. Agreed-upon key transition, surveillance and maintenance, and disposition activities not subject to Ecology/EPA regulation that are critical path to cleanup of an aggregate area will be established as target dates. The goal is to conduct regulated and nonregulated work in an orderly sequence to insure coordination with other cleanup actions. Section ~~14-08.0~~ defines the process for identification of key Hanford facilities, and the subsequent process for conducting their transition, surveillance and maintenance, and/or disposition. Facilities which are fully dispositioned under the RCRA closure process (see paragraph 3.2), or are dispositioned in conjunction with an operable unit cleanup (see paragraph 3.3), are not addressed under Section ~~14-08.0~~. DOE will enter into negotiations for transition or disposition of key facilities within three months of a shutdown notice or decision to proceed with disposition, respectively. Such negotiations will be completed ~~by the three parties~~ within 6 months from initiation. If they are not, any party may initiate dispute resolution in accordance with this Agreement.

In the event that a contaminated structure is found to be the source of a release (or presents a substantial threat of a release) of hazardous substances, hazardous wastes, or hazardous constituents to the environment,

the investigation and remediation of such a release (to include remediation of structures, as necessary), where subject to CERCLA or RCRA, shall be subject to this Agreement. Specific requirements shall be incorporated into the Action Plan as appropriate. Releases which have already been identified have been included in the Action Plan as waste management units and assigned to operable units (see Appendix C).

As part of any action being taken under either RCRA or CERCLA for a contaminated structure, EPA and Ecology shall consider available information related to decommissioning activities, including environmental impact statements. All hazardous wastes generated by the decommissioning activities or stored at these storage areas shall be managed in accordance with applicable Federal and State hazardous waste regulations.

3.2 TREATMENT, STORAGE, AND DISPOSAL UNITS

Treatment, storage, and disposal units are those units which will be permitted (for operation and/or postclosure care) and/or closed, ~~to include interim status postclosure care,~~ under the Washington State Dangerous Waste Regulations (173-303 WAC) and the applicable provisions of HSWA. Appendix B provides a current listing of these units, or group of units (with individual units defined); identifies whether the TSD group/unit will be permitted for operation or closed; and identifies the assigned operable unit, if applicable. A TSD group represents a combination of units that are combined for purposes of preparing a permit application or closure plan. The schedule of permitting activities or closures will be established by Ecology in cooperation with the EPA and DOE. Some TSD groups/units, primarily land disposal units, are included within operable units (see 3.3 below) and will be addressed concurrently with past-practice activities as defined in Section 5.5. A further discussion of TSD groups/units is provided in Section 6.0.

3.3 PAST-PRACTICE UNITS

A past-practice unit is a waste management unit where wastes or substances (intentionally or unintentionally) have been disposed and that is not subject to regulation as a TSD unit as specified in Section 3.2.

Due to the relatively large number of past-practice units at the Hanford Site, a process has been established for organizing these units into groups called operable units. The concept of operable units is to group the numerous units (primarily by geographic area) into manageable components for investigation and response action and to prioritize the cleanup work to be done at the Site.

The Waste Information Data System (WIDS) (see Section 3.5) contains information on waste management units that was used to support the development of operable units. This information, combined with operable unit identification and prioritization criteria described in this section, resulted in the initial designation of approximately 75 operable units across the Hanford Site. The Hanford Operable Units Report (currently titled "Preliminary Operable Units Designation Project") documents the assignment of units to operable units and prioritizes the operable units. The Hanford Operable Units Report is discussed further in Section 7.0. Each of the operable units will be subject to an investigation in the form of either a CERCLA or a RCRA past-practice process as described in Sections 7.3 and 7.4,

respectively. Appendix C includes a current list of all the past-practice units on the Hanford Site by operable unit.

Some TSD units, primarily land disposal units, will be investigated and managed in conjunction with past-practice units and have been assigned to appropriate operable units (see Appendix B for current assignment of TSD groups/units to operable units). The information necessary for performing RCRA closures within an operable unit will be provided in coordination with various RFI/CMS documents. These documents will include a coordinated past practice site investigation/RCRA closure/RCRA corrective action approach in order to efficiently implement applicable regulations. Those TSD units not assigned to an operable unit are typically treatment or storage units that are likely to be "clean closed" as described in Section 6.3.1.

Individual past-practice units (and selected TSD units) have been assigned to a specific operable unit based on the following criteria:

- General patterns of waste disposal from specific process sources
- Spatial relationship to other waste units
- Contribution to the same groundwater contaminant plume
- Physical characteristics of area (e.g., geologic/hydrogeologic)
- Access considerations (e.g., buildings, buried pipes)
- Anticipation of similar remedial action strategy (economy of scale)
- Reasonable number of total units to effectively manage.

In addition to the operable units discussed above, groundwater operable units can be established where multiple sources from different operable units have contributed to the same plume. Operable units that are associated with a groundwater operable unit are referred to as source operable units. The schedule for investigation of each groundwater operable unit will coincide with the schedule for investigation of the source operable unit that is the major contributor to the plume. Other associated source operable units that are lower priority will be investigated at a later time, in accordance with the established criteria for prioritization of operable units.

3.4 PRIORITIZATION

This section describes the bases for prioritizing operable units and those TSD groups/units that are not included within operable units.

3.4.1 Prioritization of Operable Units

Operable units are prioritized based on an initial assessment of risk potential to ensure that action is focused on the greater hazard. Criteria for evaluating and remediating potential hazards include the following information:

- Volume of wastes or hazardous substances

- Hazardous substances identification and concentration
- Toxicity or health effects of the hazardous substances
- Potential for migration to receptors via all environmental pathways.

In addition, the following factors are used to determine priority:

- Available technology to investigate or remediate the operable unit
- Operation consideration (e.g., timing of decommissioning activities)
- Consideration to those operable units that include TSD units.

Appendix C lists the current priority of operable units for investigation. This is based on currently available information and data. As new information and data become available, these priority assignments may be modified. The Hanford Operable Units Report provides the rationale and justification for the prioritization of the operable units. This priority is the basis for the work schedule (Appendix D). Procedures for modification of Appendix C are described in Section 12.0.

The highest priority operable units have been individually ranked and scheduled for investigation, whereas the remaining operable units have been prioritized into groups (see Appendix C). The single-shell tank operable units are unique and will be addressed separately as part of a supporting work plan.

3.4.2 Prioritization of Treatment, Storage, and Disposal Units

All TSD groups/units are subject to a permitting and/or closure process described in Section 6.0. Those TSD groups/units assigned to an operable unit will be prioritized in conjunction with past-practice priorities for purposes of investigation. The order in which permit applications or closure plans will be developed for the remaining TSD groups/units is based on consideration of the following criteria.

- Environmental Risk. The risk to public health and environment is the most important consideration. Any action that will significantly reduce the risk to public health and/or the environment will be considered the highest priority.
- Waste Minimization. Waste minimization is central to the goal of reducing environmental risks and bringing about environmental compliance for continuing operations and for new units at the Hanford Site. Therefore, the parties agree that Ecology's "Priority Waste Management Policy" (Ecology 86-07), established pursuant to CH. 70.105.150 RCW, shall be adhered to as guidance for purposes of establishing permitting priorities, in addition to evaluating proposed changes in operational procedures, and for the development and implementation of new waste management strategies. This policy defines the following prioritized actions: (1) waste reduction, (2) recycling, (3) treatment, (4) stabilization, and (5) land disposal.

- CONFIDENTIAL
- Permit Application Dates Required by Law. The Hazardous and Solid Waste Amendments of 1984 (HSWA) mandated dates for submittal of Part B permit applications. The dates for submitting dangerous waste (excluding mixed waste units) Part B permit applications were as follows:
 - Land disposal units: November 8, 1985
(all required Part B applications were submitted prior to this date)
 - Incineration units: November 8, 1986
(not applicable for the Hanford Site)
 - Treatment and storage units: November 8, 1988.

Part A permit applications for all mixed waste units that will be operating under interim status were due by May 23, 1988 (this date was met for all such known units). Part B permit applications for the disposal of mixed waste to land disposal units were due by November 23, 1988 (this date was met for all such known units), including the certification statement required by Section 3005(e)(2) of RCRA, that the unit is in compliance with the interim status groundwater monitoring requirements. There are no statutory Part B permit application dates for mixed waste treatment and storage units.

- Operational Requirements. Some operational considerations are important for maintaining or achieving environmental compliance, continuation of Hanford Site operations, or achieving cleanup in a cost-effective manner. Examples of such operational considerations include permitting a treatment unit for operation or accelerating closure actions to complement decontamination and decommissioning of related structures.

3.5 WASTE INFORMATION DATA SYSTEM AND HANFORD SITE WASTE MANAGEMENT UNITS REPORT

The Waste Information Data System (WIDS) is maintained by the DOE and identifies all waste management units on the Hanford Site. This data base will describe the current status of each unit (e.g., active/inactive, TSD, CERCLA past-practice or RCRA past-practice), and will include other descriptive information (e.g., location, waste types). A hard copy and/or an electronic data transfer (or equivalent) of the WIDS data base will be provided to the EPA and Ecology. Upon written request, the DOE will provide data from the WIDS data base within 14 days from receipt of request. If additional time is required, the DOE will notify the requestor within three days of receipt of the request. A change control system is provided as part of the WIDS data base to document and trace all changes dealing with current status on a unit.

The WIDS data base provides the basis for the Hanford Site Waste Management Units Report (HSWMUR). The HSWMUR was initially submitted to the EPA on May 15, 1987, in response to RCRA Section 3004(u) of the HSWA. This document lists all known waste management units (including unplanned release

units) at the Hanford Site and summarizes the wastes handled, dates of use, and other information about each unit. In January of each year the DOE will reissue the HSWMUR, if determined necessary, ~~by the project managers,~~ incorporating all changes since the last report. A copy will be provided to each public information repository.

4.0 PROJECT AND UNIT MANAGERS AGREEMENT MANAGEMENT

4.1 PROJECT MANAGERS ROLE

~~The EPA, DOE, and Ecology shall each designate one individual who will serve as project manager and who will be the primary point of contact for all activities to be carried out under this action plan. The current project managers are identified in Appendix E.~~

~~The primary responsibilities of the project managers are as follows:~~

- ~~• Implement the scope, terms, and conditions of this action plan~~
- ~~• Approve changes to the action plan per Section 12.0~~
- ~~• Direct and provide guidance to their unit managers~~
- ~~• Maintain effective communication among the project managers, and report status to their respective management.~~

~~The DOE and the lead regulatory agency(ies) (see Section 5.6 for discussion of lead regulatory agency) shall each designate an individual as a project manager for each operable unit, TSD group/unit or specific milestone to be completed under this Agreement. Project managers will only be identified for those areas where effort is ongoing or planned in the near future; A listing of currently assigned project managers shall be maintained and distributed to all parties by the DOE. Each project manager shall represent his/her respective party and keep his/her agency informed on the status and any problems that arise.~~

~~Project managers from each party must have experience and capabilities necessary to carry out their assigned responsibilities. The lead regulatory agency(ies) will assign a project manager with the experience and capability to provide all the routine regulatory oversight necessary for DOE's successful completion of the assigned milestone. DOE will assign a project manager with the experience and capability to manage the project, to oversee the actions of contractor staff, and to maintain regulatory compliance necessary to the completion of the milestone. The project manager from the lead regulatory agency (see Section 5.6 for discussion of lead regulatory agency) shall be responsible for regulatory oversight of all activities required by this action plan for completion of that milestone.~~

~~The primary responsibilities of the project managers are to implement the scope, terms, and conditions of the Agreement, direct and provide guidance to their respective contractors and staff, maintain effective communication among each other, and report status to their respective management.~~

~~Subject to the limitations set forth in Article XXXVII (Access) of the Agreement and, in addition to other authorities and responsibilities, the Ecology and EPA project managers, or their designated representative(s), shall have the authority to: (1) take samples, request split samples of the DOE samples, and ensure that work is performed properly and pursuant to the EPA protocols as well as pursuant to the attachments and plans incorporated into this Agreement; (2) observe all activities performed pursuant to this Agreement, take photographs, and make sure other reports are prepared on the progress of the work as the project manager deems appropriate; and (3) review~~

records, files, and documents relevant to this Agreement. In addition, the project manager for the EPA or Ecology lead regulatory agency has authority to require changes to any procedural, design, or specification document that is referenced in a supporting work plan. Such required changes will be subject to the appropriate dispute resolution process as specified in the Agreement.

The DOE project managers or his or her their representatives shall be physically present on the Hanford Site or reasonably available to supervise work performed at the Hanford Site during the performance of work pursuant to this Agreement and shall be available to the EPA and Ecology project manager for the pendency of this Agreement.

Other authorities and responsibilities are identified in the context of this action plan. The project managers may delegate their authority and responsibilities to the unit managers (see Section 4.2), as appropriate with notice to the other affected party(ies).

Project managers for DOE and the lead regulatory agency shall meet to discuss progress, address issues, and review near-term plans pertaining to their respective milestones, operable units and/or TSD groups/units. For TSD groups and operable units, meetings shall be held monthly, unless the project managers agree that a meeting is not appropriate. The meetings shall emphasize technical issues and work progress. The assigned DOE project manager shall mark up the appropriate schedules from the RI/FS work plan, closure plan, etc., and/or detailed near-term schedules prior to the meeting. The schedules shall address all ongoing activities associated with the milestones, operable unit or separate TSD groups/units, to include actions on specific units (e.g., sampling). These schedules will be provided to all parties and reviewed at the meeting. Any agreements and commitments (within the project manager's level of authority) resulting from the meeting will be prepared and signed by all parties as soon as possible after the meeting. Signed meeting minutes will be issued to the lead regulatory agency and the administrative record by the DOE project manager summarizing the discussion at the meeting. The minutes will include, at a minimum, the following:

- Status of previous agreements and commitments
- Any new agreements and commitments
- Schedules (with current status noted)
- Any approved changes signed off at the meeting in accordance with Section 12.2

~~4.2 UNIT MANAGER ROLE~~

~~The EPA, DOE, and Ecology shall each designate an individual as a unit manager for each operable unit, each TSD group/unit, or other specific Agreement activity on which they participate. Unit managers will only be identified for those areas where effort is ongoing or planned in the near future. A listing of currently assigned unit managers from all three parties shall be maintained and distributed to all parties by the DOE project manager. Each unit manager shall represent his/her respective party and keep his/her project manager informed on the status and any problems that arise.~~

In general, the EPA and Ecology will both assign a unit manager to each operable unit or separate TSD group/unit. The unit manager from the lead regulatory agency (see Section 5.6 for discussion of lead regulatory agency) shall be responsible for regulatory oversight of all activities required by this action plan for that operable unit or TSD group/unit.

The unit manager from the supporting regulatory agency shall serve as a liaison for his/her agency and shall stay informed of the general status of issues and problems encountered at the operable unit. The unit manager for the supporting regulatory agency shall be responsible for making decisions related to issues for which the supporting regulatory agency maintains authority. All such decisions shall be made in consideration of recommendations made by the unit manager for the lead regulatory agency.

4.2 INTERAGENCY MANAGEMENT INTEGRATION TEAM

The DOE, EPA and Ecology shall each designate a representative to act as a member of the Interagency Management Integration Team (IAMIT). The DOE representative shall be an Assistant Manager. The EPA representative shall be the Associate Director, Office of Environmental Clean Up. The Ecology representative shall be the Program Manager for the Nuclear Waste Program. The assigned representatives acting as members of the IAMIT shall be reasonably available in the Tri-Cities to perform the roles described in this section. Roles of the IAMIT or their designated representatives shall include the following responsibilities:

- The IAMIT shall be the first level of formal dispute resolution for those issues which remain unresolved by the project managers. It is the role of the IAMIT to act decisively and effectively to resolve issues within their respective authorities.
- The IAMIT shall have approval authority for changes to the Agreement as specified in Section 12.0 of this Action Plan.
- The IAMIT shall act as the primary interface with the established Hanford Advisory Board.
- The IAMIT shall serve as the primary point of focus for the three parties for discussion and resolution of budget issues.

IAMIT meetings will be conducted as needed, with a focus on making decisions to ensure progress in meeting Tri-Party Agreement milestones and to resolve disputes. IAMIT meetings to resolve disputes, to consider change requests, or to take other action on a milestones, operable unit or TSD unit will generally only involve the affected lead regulatory agency and DOE IAMIT members. A meeting of the IAMIT members of all 3 parties shall be conducted at least quarterly to discuss matters of concern to all three parties. Any agreements and commitments (within the IAMIT level of authority) resulting from the meeting will be prepared and signed by all parties as soon as possible after the meeting. Signed meeting minutes will be issued to the lead regulatory agency and the administrative record by the DOE summarizing the discussion at the meeting. The minutes will include, at a minimum, the following:

- Status of previous agreements and commitments

- Any new agreements and commitments
- Schedules (with current status noted)
- Any approved changes signed off at the meeting in accordance with Section 12.2.

4.3 SENIOR EXECUTIVE COMMITTEE

The DOE, EPA and Ecology shall each designate a representative to act as a member of the senior Executive Committee (SEC). The DOE representative shall be the Deputy Manager for the Hanford Site. The EPA representative shall be the Director, Office of Environmental Clean Up. The Ecology representative shall be the Assistant Director for Waste Management.

SEC meetings shall be conducted as needed, with a focus on making decisions to ensure progress in meeting TPA milestones and to resolve disputes. SEC meetings to resolve disputes, will generally only involve the affected lead regulatory agency and DOE SEC member. A meeting of the SEC members of all 3 parties shall be conducted as necessary.

5.0 INTERFACE OF REGULATORY AUTHORITIES

5.1 REGULATORY PROGRAMS

The RCRA, CERCLA, and State Dangerous Waste Program overlap in many areas. In general, CERCLA was created by Congress to respond to the release of hazardous substances and to investigate and respond to releases and potential releases from past-practice activities. The RCRA and State Dangerous Waste Program were created to prevent releases at active facilities that generate, store, treat, transport, or dispose of hazardous wastes or hazardous constituents. The RCRA, as amended by HSWA, also provides for corrective action for releases at RCRA facilities regardless of time of release. This section is intended to clarify how these various programs will interface to achieve an efficient regulatory program.

~~Regulatory decision-making responsibility and associated signature authority shall remain with the regulatory agency having legal authority for those decisions, regardless of whether that agency is the lead regulatory agency for the work (see Section 5.6 for lead regulatory agency concept). The lead regulatory agency shall oversee the work, and brief and obtain any necessary approvals from the agency with regulatory authority. For example, where Ecology is the lead regulatory agency at a CERCLA site, it shall brief EPA as necessary to obtain EPA approval before a remedial action is selected. For example, regulatory decisions with respect to regulated TSD units shall be made by Ecology (or EPA, for those HSWA provisions for which Ecology has not yet been authorized). Any regulatory decisions with respect to response action at past practice units shall be made by EPA for any units classified as a CERCLA past practice unit. For any unit classified as a RCRA past practice unit, EPA shall be the regulatory decision maker for corrective action at that unit prior to HSWA corrective action authorization for the State, and Ecology shall be the regulatory decision maker after such authorization.~~

5.2 CATEGORIES OF WASTE UNITS

There are three categories of units and related statutory or regulatory authorities that will be addressed under this action plan. These categories are TSD unit, RCRA past-practice (RPP) unit, and CERCLA past-practice (CPP) unit. ~~The following definitions will be used consistently throughout the remainder of this document, and are defined as follows.~~

5.2.1 Treatment, Storage, and Disposal Unit

This is a unit that has received or is currently receiving RCRA hazardous waste and hazardous constituents after November 19, 1980, or State-only hazardous waste, as defined in 173-303 WAC, after March 12, 1982. It also includes units at which such wastes will be stored, treated, or disposed in the future, except as provided by 173-303-200 WAC (waste accumulation times that do not require permitting). The TSD units are those that must receive a RCRA permit for operation or postclosure care and/or that must be closed to meet State standards. Section 6.0 describes the processes to be used to permit and/or close TSD units.

5.2.2 RCRA Past-Practice Unit

The purpose of this category is to address releases of RCRA hazardous wastes or constituents from sources other than TSD units at the Hanford Site regardless of the date of waste receipt at the unit. This includes single-incident releases at any location on the Site and corrective action beyond the Site boundary. Corrective action will be conducted under the authorized state HWMA corrective action program. ~~The HSWA eCorrective action authority is available for past practice units, and consists of based on three separate components of HSWA as follows:~~

- RCRA Section 3004(u). Section 3004(u) of RCRA provides authority for corrective action at solid waste management units at a facility seeking a RCRA permit. This includes units that received any solid waste, as defined in 40 CFR Part 261.2, including RCRA hazardous wastes or hazardous constituents, at any time. Hazardous constituents are those that are listed in 40 CFR Part 261 Appendix VIII. Those waste management units that will be addressed as RPP units under Section 3004(u) are so designated in Appendix C.
- RCRA Section 3004(v). RCRA Section 3004(v) specifies that corrective action to address releases from a RCRA facility will extend beyond the physical boundaries of the Site, to the extent necessary to protect human health and the environment. ~~The EPA may implement RCRA Section 3004(v) in any situation where hazardous wastes or constituents are migrating off the Hanford Site.~~ Section 3004(v) does not apply to releases within the boundary of the Hanford Site.
- RCRA Section 3008(h). RCRA Section 3008(h) is a broad corrective action authority that is applicable to the Hanford Site as long as RCRA interim status is maintained. It is more expansive than RCRA Section 3004(u), in that it can be used to address corrective action for any release of RCRA hazardous waste or constituents, including single-spill incidents, and can be used to address releases that migrate offsite.

5.2.3 CERCLA Past-Practice Unit

The CPP units include units that have received hazardous substances, as defined by CERCLA, irrespective of the date such hazardous substances were placed at the unit. Those waste management units that will be addressed as CPP units are so designated in Appendix C.

For the purposes of this action plan, it is necessary to distinguish between a CPP unit, a RPP unit, and a TSD unit. Any TSD unit, as defined in Section 5.2.1, will be classified as a TSD unit, rather than a CERCLA unit, even if it is investigated in conjunction with CPP units. The CPP and RPP units will be distinguished in accordance with Section 5.4.

5.3 MANAGEMENT OF TREATMENT, STORAGE, AND DISPOSAL UNITS

As previously stated, TSD units are identified in Appendix B. Any additional TSD units that are subsequently identified shall be added to Appendix B in accordance with the process described in Section 12.2.

Unless closed in accordance with Sections 6.3.1 or 6.3.3, TSD units shall be permitted for either operation or postclosure care pursuant to the authorized State Dangerous Waste Program (173-303 WAC) and HSWA. Prior to permitting or closure of TSD units, DOE shall achieve (in accordance with the work schedule contained in Appendix D) and maintain compliance with applicable interim status requirements. All TSD units that undergo closure, irrespective of permit status, shall be closed pursuant to the authorized State Dangerous Waste Program in accordance with 173-303-610 WAC.

5.4 MANAGEMENT OF PAST-PRACTICE UNITS

This section describes the rationale for placing units in either a RCRA or a CERCLA past-practice category for corrective action as defined below. In many cases, either authority could be used with comparable results. The categories are as follows:

- The CPP units, (see Section 7.3).
- The RPP units, under the authorized state corrective action ~~program authority of RCRA Sections 3004(u), 3004(v), and 3008(h)~~ (see Section 7.4).

Since the Hanford Site was proposed for inclusion on the National Priorities List (NPL) (Federal Register, June 24, 1988), and was placed on the NPL on November 3, 1989 (Federal Register, October 4, 1989), the parties agree that any units managed as RPP units shall address all CERCLA hazardous substances for the purposes of corrective action. The parties agree that all of the wastes regulated under the State Dangerous Waste Program (173-303 WAC) shall be addressed as part of any CERCLA response action or RCRA corrective action.

Section 121 of CERCLA, with provision for waivers in a limited number of circumstances, requires that remedial actions attain a degree of cleanup that meets "applicable or relevant and appropriate Federal and State environmental requirements" (ARAR). Accordingly, (1) all State-only hazardous wastes will be addressed under CERCLA, and (2) RCRA standards for cleanup or TSD requirements (as well as other applicable or relevant and appropriate Federal and State regulations) will be met under a CERCLA action (See Section 7.5 for further discussion of cleanup requirements). This eliminates many discrepancies between the two programs and lessens the significance of whether an operable unit is placed in one program or the other.

All past-practice units within an operable unit will be designated as either RPP units or CPP units. This designation will ensure that only one past-practice program will be applied at each operable unit. The corrective action process selected for each operable unit shall be sufficiently comprehensive to satisfy the technical requirements of both statutory authorities and the respective regulations.

If an operable unit consists primarily of past-practice units (i.e., no TSD units or relatively insignificant TSD units), CERCLA authority will generally be used for those past-practice units. The CERCLA authority will also be used for past-practice units in which remediation of CERCLA-only materials comprises the majority of work to be done in that operable unit.

The RPP authority will generally be used for operable units that contain significant TSD units and/or lower priority past-practice units.

Currently assigned RPP and CPP designations are shown in Appendix C. Further assignments will be made in accordance with Section 12.2 prior to initiation of any actions for those operable units.

The EPA and Ecology shall jointly determine whether an operable unit will be managed under the authority of RPP or CPP. Such designation may be changed due to the discovery of additional information concerning the operable unit. If a change in authority is proposed after the Remedial Investigation/Feasibility Study (RI/FS) or RCRA Facility Investigation/Corrective Measures Study (RFI/CMS) work plan, as described in Section 7.0, has been submitted to the lead regulatory agency (see Section 5.6 on discussion of lead regulatory agency), the change requires the agreement of all parties.

5.5 TREATMENT, STORAGE, AND DISPOSAL UNITS AND PAST-PRACTICE UNITS INTERFACE

In some cases, TSD units are closely associated with past-practice units at the Hanford Site, either geographically or through similar processes and waste streams. Although disposition of such units must be managed in accordance with Section 6.0, a procedure to coordinate the TSD unit closure or permitting activity with the past-practice investigation and remediation activity is necessary to prevent overlap and duplication of work, thereby economically and efficiently addressing the contamination. In Appendix B, selected TSD groups/units, primarily land disposal units, have been initially assigned to operable units based on the criteria defined in Section 3.3. The information necessary for performing RCRA closures/postclosures within an operable unit will be provided in various RFI/CMS documents. The initial work plan will contain a Sampling and Analysis Plan (SAP) for the associated RCRA units and it will outline the manner in which RCRA closure/postclosure plan requirements will be met in the work plan and subsequent documents. The selected closure/postclosure method and associated design details will (unless otherwise agreed to by the parties) be submitted as part of the CMS report at a later date, as specified in the work plan. The proposed closure/postclosure activities contained in the CMS report will: (1) meet RCRA closure standards and requirements, (2) be consistent with closure requirements specified in the Hanford Site-Wide (RCRA) permit, and (3) be coordinated with the recommended remedial action(s) for the associated operable unit. Additionally, the closure/postclosure implementation schedule will reflect an overall prioritization between closure/postclosure and other remedial activities within the subject operable unit, considering environmental protection, health and safety, availability of technology, etc. Each RFI/CMS closure document will be structured such that RCRA closure requirements can be readily identified for a separate review/approval process and RCRA closure/postclosure requirements can be incorporated in the RCRA Permit. If at a later date TSD groups/units need to be deleted from or added to an operable unit, the procedures defined in Section 12.2 will be used.

Ecology, the EPA, and DOE agree that past-practice authority may provide the most efficient means for addressing mixed-waste groundwater contamination plumes originating from a combination of TSD and past-practice units. However, in order to ensure that TSD units within the operable units are brought into compliance with RCRA and State hazardous waste regulations,

Ecology intends, subject to part four of the Agreement, that all response or corrective actions, excluding situations where there is an imminent threat to the public health or environment as described in Section 7.2.3, will be conducted in a manner which ensures compliance with the technical requirements of the HWMA (Chapter 70.105 RCW and its implementation regulations). In any case, the parties agree that CERCLA remedial actions and, as appropriate, HSWA corrective measures will comply with ARARs.

5.6 LEAD REGULATORY AGENCY CONCEPT

The EPA and Ecology have selected a lead regulatory agency approach to minimize duplication of effort and maximize productivity. Either the EPA or Ecology will be the lead regulatory agency for each operable unit, TSD group/unit or milestone. ~~This concept combines TSD activity with past-practice unit activity in cases where TSD units are assigned to operable units.~~

The lead regulatory agency for a specific operable unit, TSD group/unit or milestone will be responsible for overseeing the activities covered by this action plan that relate to the successful completion of that milestone or activities at that operable unit or TSD group/unit ~~at that operable unit~~, ensuring that all applicable requirements are met. However, the EPA and Ecology retain their respective legal authorities ~~and shall make the decisions on actions to be taken pursuant to those authorities~~. The lead regulatory agency shall brief and obtain any necessary approvals from the agency with regulatory authority in accordance with the EPA/Ecology MOU. Regulatory oversight activity, including preparation of responses to documents submitted by the DOE, will be ~~done~~ performed by the lead regulatory agency for each operable unit, TSD group/unit or milestone. The non-lead regulatory agency will not assign staff to provide any oversight or support. ~~that is not the lead regulatory agency will be designated as the supporting regulatory agency. The role of the supporting regulatory agency will be to assist the lead regulatory agency as needed, and to make decisions on those issues for which it has legal authority.~~

The assignment of the lead regulatory agency for an operable unit, TSD group/unit or milestone will be based on the following criteria.

- The EPA will generally be the lead regulatory agency ~~in the following cases when the operable unit, TSD group/unit or milestone involves:~~
 - Operable units that contain no TSD units or that contain low-priority TSD units
 - Operable units that contain primarily CERCLA-only materials.
- Ecology will generally be the lead regulatory agency ~~in the following cases when the operable unit, TSD group/unit or milestone involves:~~
 - Operable units that consist of major TSD units, with limited past-practice units

- Operable units that contain higher priority TSD units and lower priority past-practice units.

- Ecology will be lead regulatory agency for all TSD units and TSD groups.

In some cases, the above criteria may overlap, such that either the EPA or Ecology could be assigned as the lead regulatory agency. In this situation, other criteria would be used, such as available resources to undertake additional work in a timely manner, the designation and characteristics of an adjoining operable unit, or whether the characteristics of a given operable unit are similar to the characteristics of another operable unit that has already been managed by either agency.

Currently assigned lead regulatory agency designations are shown in Appendix C. Additional assignments will be made in accordance with Section 12.20 prior to any action on the operable unit, TSD group/unit or milestone. The lead regulatory agency for each operable unit shall maintain its role through completion of all required remedial or corrective actions at the operable unit.

The decision as to which regulatory agency will assume the lead role at an operable unit will be a joint determination by the EPA and Ecology (see Paragraph 88 of this Agreement). Such determinations are subject to change based on additional information subsequently discovered concerning an operable unit, or for any other reason, as agreed upon by the EPA and Ecology. The parties intend that once the lead regulatory agency has been assigned to an operable unit and the RI/FS (or RFI/CMS) work plan, as described in Section 7.0, has been approved, the lead regulatory agency designation will not change except for an extreme circumstance.

5.7 INTEGRATION WITH THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The purpose of the NEPA requirements is to ensure that potential environmental impacts of investigation and cleanup activity are assessed. These assessments, when determined to be required, will be made primarily as part of the CERCLA response action and RCRA corrective action processes. These processes will be supplemented, as necessary, to ensure compliance with NEPA requirements.

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6.0 TREATMENT, STORAGE, AND DISPOSAL UNIT PROCESS

6.1 INTRODUCTION

This section discusses the requirements of RCRA and the State of Washington Hazardous Waste Management Act, Chapter 70.105 RCW, and pertains to all units that were used to store, treat, or dispose of RCRA hazardous waste and hazardous constituents after November 19, 1980; State-only hazardous waste after March 12, 1982; and units at which such wastes will be stored, treated, or disposed in the future, except as provided by 173-303-200 WAC.

A list of these units, or grouping of units, is provided in Appendix B. Section 3.0 identifies the criteria by which these units will be scheduled for permitting and closure actions.

Some of the TSD groups/units (primarily land disposal units) have been included in operable units, as discussed in Section 3.3, and will in most cases be investigated on a separate priority schedule, as discussed in Section 3.4. The information necessary for performing RCRA closures within an operable unit will be provided in coordination with various RFI/CMS documents. These documents will include a coordinated past practice site investigation/RCRA closure/RCRA corrective action approach in order to implement applicable regulations as discussed in Section 5.5.

Some of the TSD groups/units (primarily those located within large processing facilities) will be integrated with the disposition of the facility, and therefore closed in accordance with the process defined in Section 14.08.0. These units are those that have physical closure actions that need to be done in conjunction with the physical disposition actions in the facility (e. g. removal of structural components). Even though TSD units are closed in accordance with Section 14.08.0, applicable requirements defined in this section still apply (e.g. 6.5 Quality Assurance).

Currently identified actions necessary to bring TSD units into compliance with Federal and State laws are identified in the work schedule (see Appendix D) including necessary interim milestones. These interim milestones are consistent with the major milestones for achieving interim status compliance requirements specified in Section 2.4. A schedule for completing interim status compliance actions is provided as part of Appendix D.

The RCRA land disposal restrictions (LDR) require that established treatment requirements be met prior to land disposal of hazardous wastes. While treatment capacity generally exists for the nonradioactive hazardous wastes which are subject to LDR, treatment is currently not available for the mixed wastes subject to LDR which require storage at the Hanford Site.

Ecology has received authorization from EPA to implement certain LDR provisions of RCRA pursuant to Section 3006 of RCRA. Accordingly, these authorized state provisions are effective in lieu of the Federal requirements. Both EPA and Ecology anticipate that Ecology will receive authorization for the additional LDR provisions in the future. EPA and Ecology intend to use the LDR provisions under M-26 and other HSWA provisions which have comparable state analogs that have not yet been authorized as an example of regulatory streamlining at the Hanford Site, by designating Ecology as the Lead Regulatory Agency for those provisions under applicable state law. This

includes review and approval of LDR Annual Reports, plans, and schedules for compliance with M-26-00. While EPA must retain legal authority over portions of the LDR which are not yet authorized to the state, EPA will not assign staff to oversee the routine completion of activities related to M-26-00. In the event that EPA involvement in a specific matter is requested by Ecology or is otherwise necessary, Ecology staff will brief EPA and EPA will become involved to the extent necessary to help resolve that specific matter. EPA and Ecology intend that such involvement on the part of EPA will be the exception, rather than the rule.

In accordance with Milestone M-26-00, DOE has submitted ~~will submit~~ the "Hanford Land Disposal Restrictions Plan for Mixed Wastes," (LDR Plan) to EPA and Ecology, as the lead regulatory agency. This plan ~~will~~ describes a process for managing mixed wastes subject to LDR at the Hanford Site and ~~will~~ identifies actions which will be taken by DOE to achieve full compliance with LDR requirements.

These actions will be taken in accordance with approved schedules specified in the LDR Plan and in the Work Schedule (Appendix D). The DOE will submit annual reports which shall update the LDR Plan and the prior annual report, including plans and schedules. The annual report will also describe activities taken to achieve compliance and describe the activities to be taken in the next year toward achieving full compliance. The LDR Plan and annual reports are primary documents, subject to review and approval by EPA, ~~in consultation with Ecology.~~ EPA ~~Ecology~~ also has approval authority for schedules in the LDR Plan and annual reports. Changes to approved final schedules must be made in accordance with the Change Control System described in Section 12.0. ~~When Ecology receives authorization from EPA to implement the LDR provisions of RCRA pursuant to Section 3006 of RCRA, Ecology will review and approve the annual reports, plans, and schedules in consultation with EPA, and will otherwise administer the LDR requirements.~~

6.2 TREATMENT, STORAGE, AND DISPOSAL PERMITTING PROCESS

The Hanford Site has been assigned a single identification number for use in State Dangerous Waste Program/RCRA permitting activity. Accordingly, the Hanford Site is considered to be a single RCRA facility, although there are numerous unrelated units spread over large geographic areas on the Site.

Since all of the TSD groups/units cannot be permitted simultaneously, Ecology and the EPA will issue the initial permit for less than the entire facility. This permit will eventually grow into a single permit for the entire Hanford Site. The Federal authority to issue a permit at a facility in this manner is found in 40 CFR 270.1(c)(4). Any units that are not included in the initial permit will normally be incorporated through a permit modification. At the discretion of Ecology and EPA, the permit revocation and reissuance process may be used.

The process of permit modification is specified in 173-303-830 WAC and 40 CFR 270.41. A permit modification does not affect the term of the permit (a permit is generally issued for a term of 10 years). Proposed modifications are subject to public comment, except for minor modifications as provided in 173-303-830(4) WAC and 40 CFR 270.42.

The process of revocation and reissuance is specified in 173-303-830 WAC and 40 CFR 270.41. Revocation and reissuance means that the existing permit is revoked and an entirely new permit is issued, to include all units permitted as of that date. In this case, all conditions of the permit to be reissued would be open to public comment and a new term (10 years in most cases) would be specified for the reissued permit.

Figure 6-1 depicts a flowchart for processing all operating permits for TSD groups/units and for processing postclosure permits for TSD groups/units that will close with hazardous wastes or constituents left in place. The permitting process applies to existing units, expansion of units under interim status, and new units (units that do not have interim status and must have a permit prior to construction).

Ecology shall normally be responsible for drafting permit conditions, including those related to HSWA requirements. ~~In addition, Ecology will work with EPA on HSWA issues and related policy development associated with implementation regarding mixed waste sites.~~ Until the HSWA provisions have been delegated from EPA to Ecology through the authorization process, EPA will maintain final approval rights for those permit conditions pursuant to HSWA authority that have not been delegated. Therefore, certain conditions of the joint permit will be enforceable by Ecology, others will be enforceable by EPA, and some conditions will be enforceable by both agencies. The permit will identify which conditions are enforceable by each agency.

Disputes concerning ~~any RCRA requirements prior to partial or final delegation~~ ~~HMA requirements,~~ will be addressed in accordance with Article VIII of the Agreement ~~for those relevant portions for which Ecology has authority,~~ and in accordance with Article XVI of the Agreement ~~for those portions for which EPA retains authority.~~

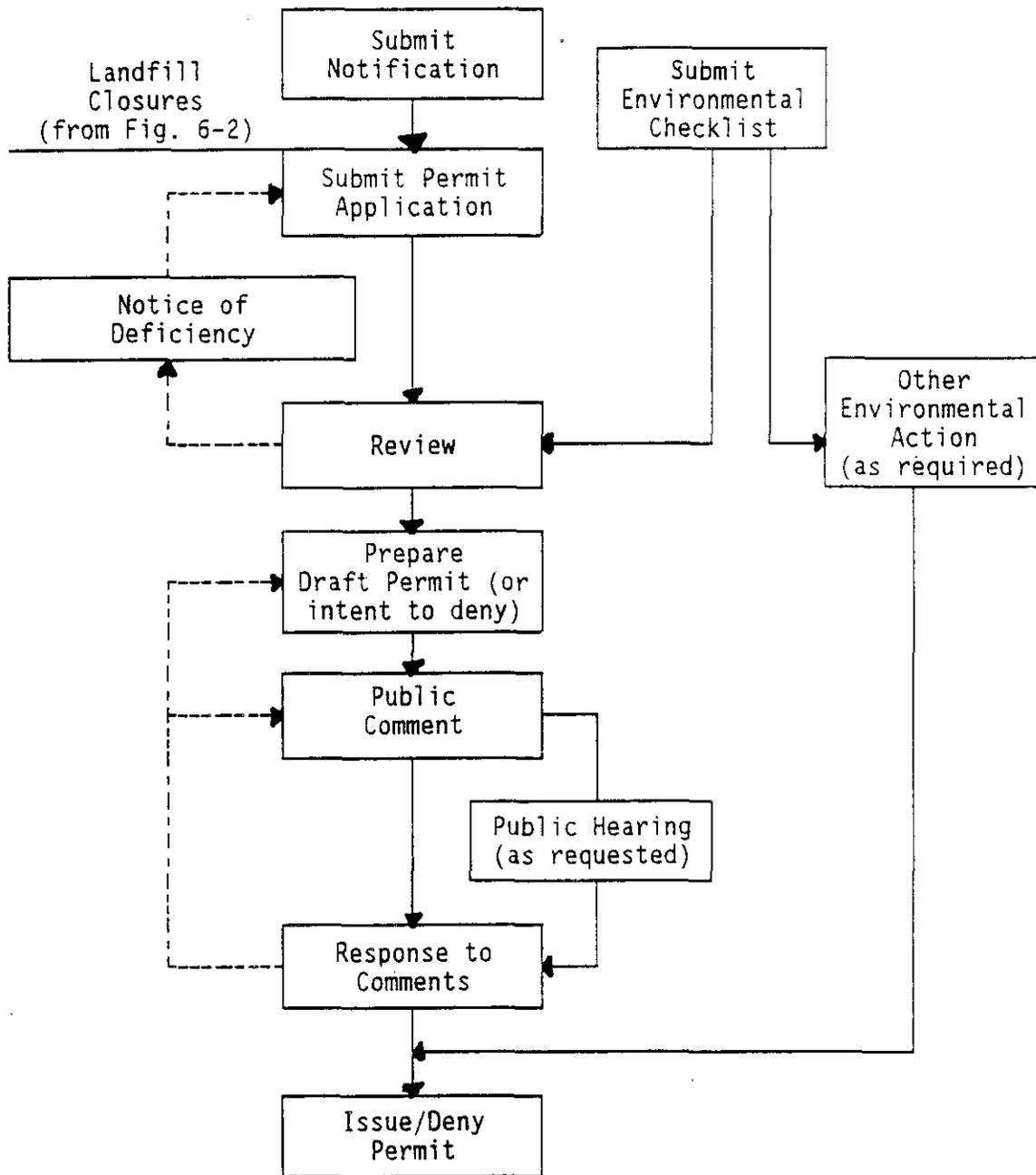


Figure 6-1. Permitting Process Flowchart.

Ecology will have the responsibility for drafting the permit and or permit modifications for all TSD groups/units, ~~that are not assigned to operable units. When TSD groups/units are assigned to operable units, the lead regulatory agency, as described in Section 5.6, will be responsible for ensuring that the Part B permit application is complete, and preparing the Notices of Deficiency (NOD) to the DOE, as necessary, and drafting the permit. The supporting regulatory agency will lend support to the process as needed.~~

The Part B permit application is a primary document, as defined in Section 9.1. The review procedures, as specified in Section 9.2.2, will be followed. In the event that issues cannot be resolved through the NOD process, the appropriate dispute resolution process can be invoked.

Section 3004(u) of RCRA requires that all solid waste management units be investigated as part of the permit process. The statute provides that the timing for investigation of such units may be in accordance with a schedule of compliance specified in the permit. The parties have addressed the statutory requirement through the preliminary identification and assignment of all known past-practice units to specific operable units (see Section 3.0). These operable units have been prioritized and scheduled for investigation in accordance with the work schedule (Appendix D). It is the intent of all parties that this requirement be met through incorporation of applicable portions of this action plan into the RCRA permit. This will include reference to specific schedules for completion of investigations and corrective actions.

Ecology, the EPA, and DOE will follow all current versions of applicable Federal and State statutes, regulations, guidance documents, and written policy determinations that pertain to the permitting process, including postclosure permits, for TSD groups/units. Public participation requirements for permitting TSD groups/units will be met and are addressed in Section 10.0.

6.3 TREATMENT, STORAGE, AND DISPOSAL CLOSURE PROCESS

The DOE will follow applicable Federal and State statutes, regulations and guidance documents, and written policy determinations that pertain to the closure process for TSD groups/units.

The TSD units containing mixed waste will normally be closed with consideration of all hazardous substances, which includes radioactive constituents. Hazardous substances not addressed as part of the TSD closure may be addressed under CERCLA past-practice (CPP) authority in accordance with the process defined in Section 7.0.

The following are examples of when a unit may be closed without addressing all hazardous substances (e.g., radioactive waste).

- For treatment or storage units within a radioactive structure [e.g., the Plutonium/Uranium Extraction (PUREX) Plant] it may be possible to remove all hazardous wastes and "clean close" (see Section 6.3.1). The radioactive constituent would then remain for a future decontamination and decommissioning effort of the entire structure.

- For a land disposal unit being closed in conjunction with an operable unit, initial investigation may show that the unit no longer contains hazardous waste or constituents. Therefore, the unit may be "clean closed" with no physical closure action. Any remaining CERCLA-only materials would be addressed as part of the past-practice process as designated for that operable unit.

Figure 6-2 depicts a flowchart of the closure process for TSD units. Two types of closures are shown.

6.3.1 Clean Closure

In some cases, it may be possible to remove all hazardous wastes and constituents associated with a TSD unit and thereby achieve "clean closure." The process to complete clean closure of any unit will be carried out in accordance with all applicable requirements described in 173-303 WAC and 40 CFR 270.1. Any demonstration for clean closure of a disposal unit, or selected treatment or storage units as determined by the lead regulatory agency, must include documentation that groundwater and soils have not been adversely impacted by that TSD group/unit, as described in 173-303-645 WAC.

After completion of clean closure activities, a closed storage unit may be reused for generator accumulation (less than 90 day storage).

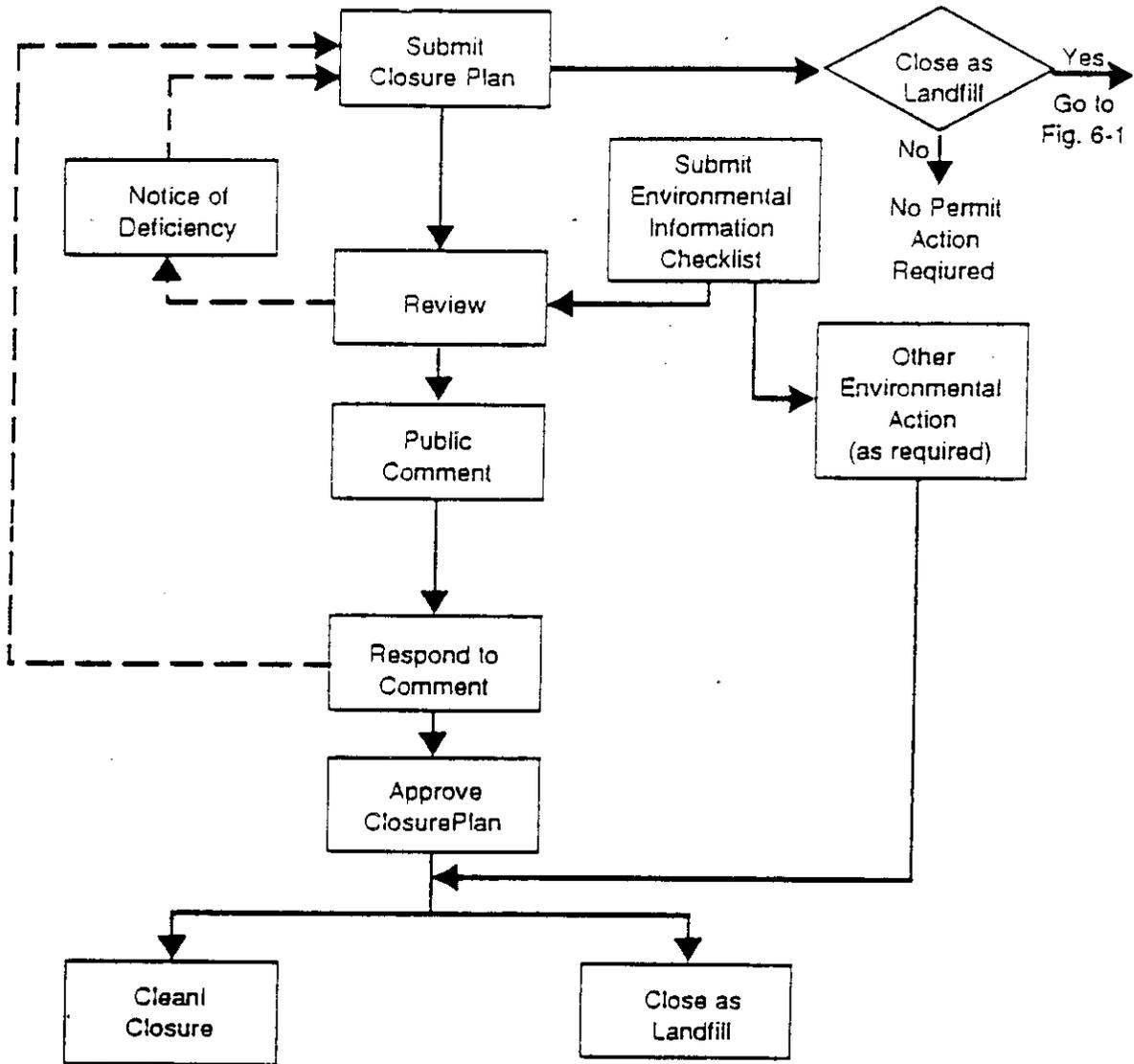
6.3.2 Closure as a Land Disposal Unit

If clean closure, as described above, cannot be achieved, the TSD unit will be closed as a land disposal unit. The process to close any unit as a land disposal unit will be carried out in accordance with all applicable requirements described at 173-303 WAC. In order to avoid duplication under CERCLA for mixed waste, the radionuclide component of the waste will be addressed as part of the closure action.

In the case of closure as a land disposal unit, a postclosure permit will be required. The postclosure permit will cover maintenance and inspection activities, groundwater monitoring requirements, and corrective actions, if necessary, that will occur during the postclosure period. The postclosure period will be specified as 30 years from the date of closure certification of each unit, but can be shortened or lengthened by Ecology at any time in accordance with 173-303-610 WAC. The closure plan will be submitted in conjunction with the Part B postclosure permit application, unless the parties agree otherwise. If a unit is to be closed as a land disposal unit prior to issuance of a permit for postclosure, an interim status postclosure plan will accompany the closure plan.

6.3.3 Procedural Closure

This is used for those units which were classified as being TSD units, but were never actually used to treat, store, or dispose of hazardous waste, including mixed waste, except as provided by 173-303-200 WAC or 173-303-802 WAC. This action requires that Ecology be notified in writing that the unit never handled hazardous wastes. Such information must include a signed certification from the DOE, using wording specified in 173-303-810(13) WAC. Ecology will review the information as appropriate (usually to include



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Figure 6-2. Closure Process Flowchart.

an inspection of the unit) and send a written concurrence or denial to the DOE. If denied, permitting and/or closure action would then proceed, or the dispute resolution process would be invoked.

6.4 RESPONSE TO IMMINENT AND SUBSTANTIAL ENDANGERMENT CASES

The State of Washington Dangerous Waste Regulations, 173-303-960 WAC, addresses actions to abate an imminent and substantial endangerment to the health or the environment from the releases of dangerous or solid wastes. ~~Ecology will require DOE to either take specific action to abate the danger or threat, or will require a specific submittal date for DOE to propose an abatement method. If the EPA (as lead regulatory agency) determines that such a situation exists at a TSD unit, a recommendation will be made to Ecology for appropriate action. Ecology will require DOE to either take specific action to abate an identified danger or threat, or will require a specific submittal date for DOE to propose an abatement method.~~

See Section 7.2.3 for information concerning responses to imminent and substantial endangerment cases at past-practice sites.

6.5 QUALITY ASSURANCE

The level of quality assurance and quality control (QA/QC) for the collection, preservation, transportation, and analysis of each sample which is required for implementation of this Agreement shall be dependent upon the data quality objectives for the sample. Such data quality objectives shall be specified in RCRA closure plans, the RCRA permit, and any other relevant plans that may be used to describe sampling and analyses at RCRA TSD units.

The QA/QC requirements shall range from those necessary for non-laboratory field screening activities to those necessary to support a comprehensive laboratory analysis that will be used in final decision-making. This range of QA/QC options is included in the "Data Quality Strategy for Hanford Site Characterization" (as listed in Appendix F). This document is subject to approval by EPA and Ecology.

Based upon the data quality objectives, the DOE shall comply with EPA guidance documents for QA/QC and sampling and analysis activities which are taken to implement the Agreement. Such guidance includes:

- "Guidelines and Specifications for Preparing Quality Assurance Program Plans" (QAMS-004/80);
- "Interim Guidance and Specifications for Preparing Quality Assurance Project Plans" (QAMS-005/80);
- "Data Quality Objectives for Remedial Response Activities" (EPA/540/G-87/003 and 004); and
- "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (EPA/SW-846).

In some instances, RCRA TSD units are included in operable units and are scheduled for investigation and closure as part of the operable unit remedial

action. DOE shall follow the provisions of Section 7.8 for QA/QC for sampling and analysis activities at these land disposal units.

In regard to QA requirements for construction of RCRA land disposal facilities, DOE shall comply with "Technical Guidance Document: Construction Quality Assurance for Land Disposal Facilities" (EPA/530-SW-86-031).

For analytical chemistry and radiological laboratories, the QA/QC plans must include the elements listed in "Guidance on Preparation of Laboratory Quality Assurance Plans" (as listed in Appendix F). DOE shall submit laboratory QA/QC plans to the lead regulatory agency ~~EPA and Ecology~~ for review as secondary documents prior to use of that laboratory. In the event that DOE fails to demonstrate to the lead regulatory agency that data generated pursuant to this Agreement was obtained in accordance with the QA/QC requirements of this section, including laboratory QA/QC plans, DOE shall repeat sampling or analysis as required by the lead regulatory agency. Such action by the lead regulatory agency shall not preclude any other action which may be taken pursuant to this Agreement. For other data, ~~Ecology or EPA~~ the lead regulatory agency may request DOE to provide QA/QC documentation. Any such data that does not meet the QA/QC standard required by this section shall be clearly flagged and noted to indicate this fact.

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7.0 PAST PRACTICES PROCESSES

7.1 INTRODUCTION

This section has the following five purposes.

- Describe the processes that are common to both CPP units and RPP units (Section 7.2).
- Describe the steps to be followed if the past-practice units at a given operable unit are to be managed through the CERCLA process (Section 7.3).
- Describe the steps to be followed if the past-practice units at a given operable unit are to be managed through the RPP unit process (Section 7.4).
- Describe the process for setting cleanup standards for any CPP or RPP remedial action (Section 7.5).
- Describe the role of other Federal agencies in the investigation and remedial action processes (Sections 7.6 and 7.7).

Approximately 1,400 waste management units have been identified within the boundaries of the 560-square mile Hanford Site. This includes approximately 1,000 past-practice units. Most past-practice units are located in two general geographic areas as identified by the DOE (the 100 and 200 Areas). Other past-practice units are located in the 300, 1100 and other areas of the Hanford Site.

The 100, 200, 300, and 1100 Areas were identified as aggregate areas for inclusion of the Hanford Site on the CERCLA NPL. Figure 7-1 reflects these geographic areas at the Hanford Site. Each of these areas has a unique environmental setting and waste disposal history. The four aggregate areas were proposed for inclusion on the NPL on June 24, 1988, and were placed on the NPL on November 3, 1989 (Federal Register, October 4, 1989).² The remaining past-practice units from other areas have been assigned to operable units within one of the four aggregate areas for the purpose of investigation and subsequent action. Any future units that may be identified will also be assigned to operable units within an aggregate area.

Cleanup of past-practice units will be conducted pursuant to either the CERCLA process (Section 7.3) or RCRA process (Section 7.4). Figure 7-2 highlights the major steps involved in both the CPP and RPP programs and indicates how each of these steps is related to a comparable step in the other program. It shows that the steps of CERCLA are functionally equivalent to steps in the RPP program. Accordingly, the investigative process at any operable unit can proceed under either the CPP or the RPP program.

In accordance with paragraph 3.1, and discussed under paragraph ~~14.38.3~~, the parties may elect to include the disposition of facilities under the past practices processes. Such actions can proceed under either the CPP or the RPP Program.

7.2 PRELIMINARY PROCESSES

Section 5.4 describes the rationale for managing operable units under either the CPP or the RPP category. The following processes apply to all past-practice units, regardless of whether they are classified as RPP or CPP units.

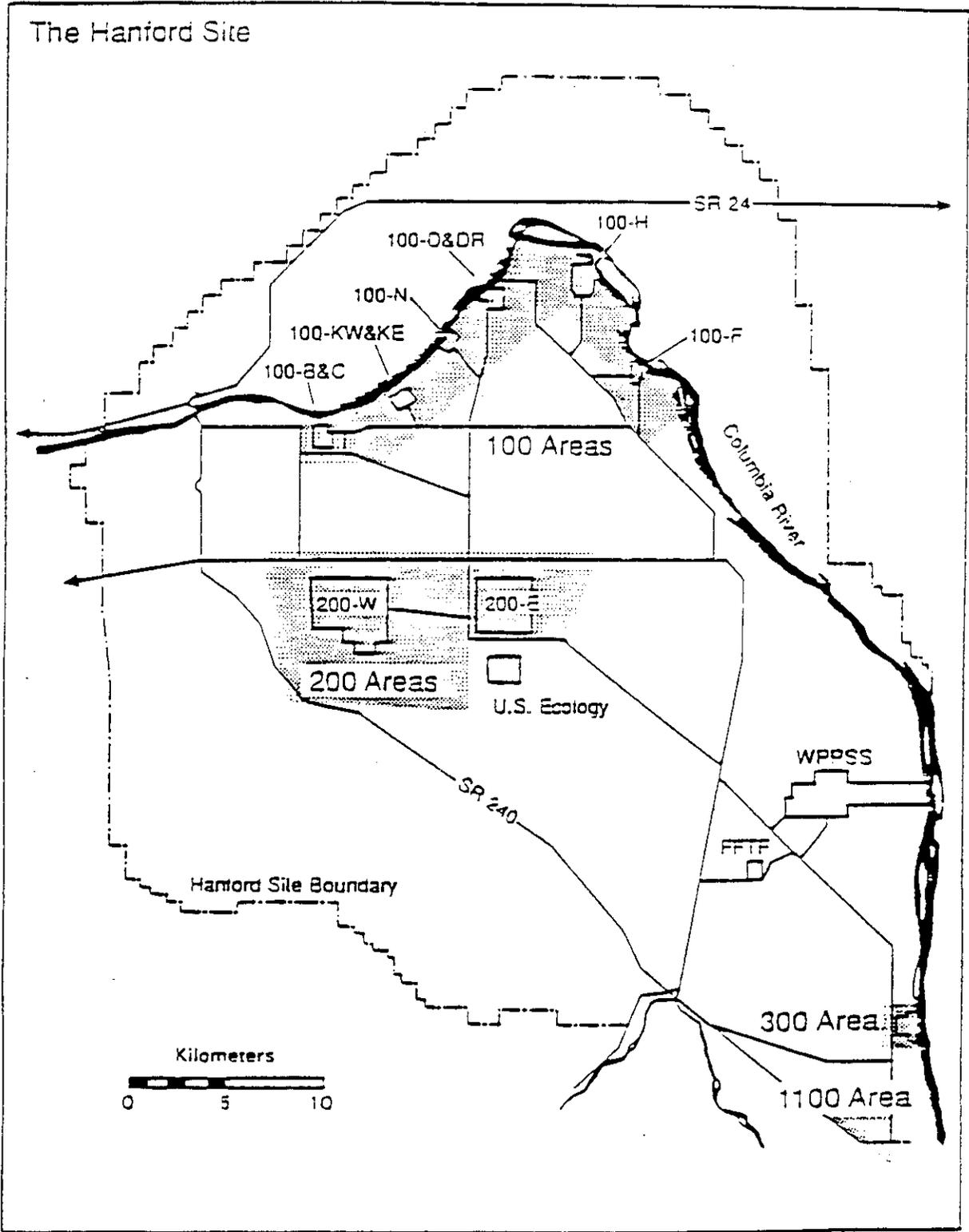
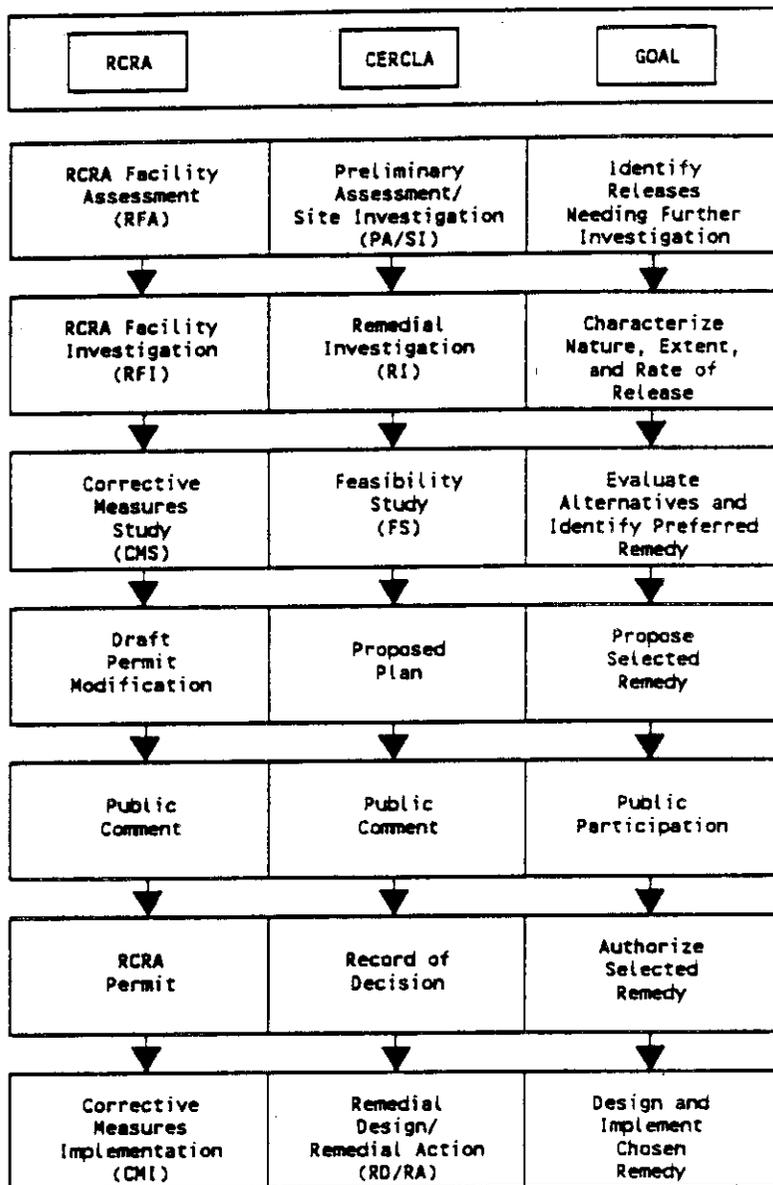


Figure 7-1. Aggregate Areas.



CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act

RCRA = Resource Conservation and Recovery Act

Note: Interim remedial actions or interim measures can be performed at any point in the remedial/corrective action process.

Figure 7-2. Comparison of Resource Conservation and Recovery Act Corrective Action and Comprehensive Environmental Response, Compensation, and Liability Act Remedial Processes.

7.2.1 Site-wide Scoping Activity

An ongoing scoping activity will be conducted on a site-wide basis to maintain a current listing of operable unit boundaries and priorities. The primary vehicle for documentation of this activity will be the Waste Information Data System (WIDS). The WIDS, as described in Section 3.3, the Hanford Site Waste Management Units Report, and Appendix C of this Action Plan will be updated as additional information becomes available.

Although initial operable unit boundaries have been identified (Appendix C), the site-wide scoping activity may reveal additional or new information that could impact either the designation of individual units within operable units or the priority in which operable units will be managed. Any such changes will require the written concurrence of the project assigned executive managers for the EPA, Ecology, and the DOE, DOE and the affected lead regulatory agency. If both EPA and Ecology are affected by this action, the written concurrence of both agencies will be required in accordance with the modification procedures described in Section 12.2.

The site-wide scoping activities will not impact the schedule of any other activities that are shown on the work schedule (Appendix D).

7.2.2 Operable Unit Scoping Activity

The operable unit scoping activity will be used to support the initial planning phase for each RI/FS (or RFI/CMS). Such activity and planning will result in an overall management strategy for each operable unit. In some cases, the operable unit management strategy may include facility dispositioning activities which will be integrated with this process as discussed under Section 14.38.3, "Decommissioning Process Planning". The DOE shall assemble and evaluate existing data and information about the individual waste management units within each operable unit. The data and information obtained during each operable unit scoping activity will be used to support the logic for the RI/FS (or RFI/CMS) work plan and, therefore, will be submitted as part of each work plan.

This scoping activity is not intended to be a mechanism for generation of new information except for site survey and screening activities described in Section 7.3.2, but a thorough and complete evaluation of existing data. The schedule for submittal of the work plans, as specified in the work schedule (Appendix D), allows time for inclusion of the scoping activity.

The following is a list of specific scoping activities that will be addressed in each RI/FS (RFI/CMS) work plan:

- Assessment of whether interim response actions (IRA) or interim measures (IM) may be necessary. Such assessments will be documented as part of the work plan and may result in IRA or IM proposals
- Assessment of available data and identification of additional data needs
- Identification of potential ARARs (see Section 7.5)
- Identification of potential remedial responses.

7.2.3 Response to Imminent and Substantial Endangerment Cases

In the event that a situation is determined by the lead regulatory agency to represent an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance or hazardous waste or solid waste at an operable unit, the lead regulatory agency may require the DOE to immediately initiate activities to abate the danger or threat. Both CERCLA, and RCRA and the HWMA all include provisions to quickly respond to such situations. If the operable unit is being managed under the CPP procedures, abatement in accordance with Section 106 of CERCLA and the applicable sections of the National Contingency Plan (NCP) (40 CFR Part 300) is preferred. If the operable unit is being managed under the RPP procedures, abatement under the provisions of the HWMA will be preferred. Section 106 of CERCLA addresses imminent and substantial endangerments from releases of hazardous substances and Section 7003 of RCRA addresses imminent hazards from releases of solid or hazardous wastes. If the operable unit is being managed under the CPP procedures, abatement in accordance with Section 106 of CERCLA and the applicable sections of the National Contingency Plan (NCP) (40 CFR Part 300) is preferred. If the operable unit is being managed under the RPP procedures, abatement under the provisions of Section 7003 of RCRA will be preferred. If the operable unit has not yet been assigned to either the CPP or RPP process, the EPA and Ecology will jointly choose an authority to address the imminent and substantial endangerment and will assign a lead regulatory agency to oversee DOE's efforts in completing the project.

~~The lead regulatory agency either shall specify the abatement method or shall specify a submittal date for DOE's proposed abatement method. In addition, the DOE may voluntarily submit a proposed method for abatement to the lead regulatory agency at any time. In cases involving a proposed method for abatement, the lead regulatory agency EPA must approve the DOE's proposal prior to initiation of field work. When Ecology is designated as the lead regulatory agency, Ecology shall recommend the selection of remedy to the EPA for approval. The final selection of remedy for an abatement action shall be consistent, to the extent practicable, with the final selection of remedial action (for CPP units) or corrective measures (for RPP units) anticipated for the unit(s).~~

To expedite the cleanup process, neither the specified abatement method nor the proposal for abatement will be subject to the public comment process, except as provided required by law Section 7003 of RCRA. However, the public will be kept informed of the status of the abatement process through other means as described in Section 10.0. After completion of all required abatement activity, the routine RI/FS or RFI/CMS process will be implemented, or continued, in accordance with the work schedule (Appendix D). The procedures specified in Section 7.3 or 7.4, respectively, will be followed.

7.2.4 Interim Response Action and Interim Measure Processes

If data or information acquired at any time indicate that an expedited response is needed or appropriate because of an actual or threatened release from a past-practice unit, the lead regulatory agency may require the DOE to submit a proposal for an expedited response at that unit. In addition, the

DOE may submit such a proposal at any time, without request from the lead regulatory agency.

Both CERCLA and RCRA include provisions for expedited responses. These expedited responses will be reserved for situations in which an expedited response is determined to be warranted by the lead regulatory agency, which for purposes of this section includes both interim response action and interim measures. An IRA refers to the CERCLA process and an IM refers to the RCRA process. The IRA or IM process will be used in cases where early remediation will prevent the potential for an imminent and substantial endangerment or an imminent hazard to develop. It may also be used in cases where a single unit within an operable unit is a high priority for action, but the overall priority for the operable unit is low. In this way, a specific unit or release at an operable unit can be addressed on an expedited schedule, when warranted.

In addition to the CERCLA and RCRA authorities, Section 2 of Executive Order 12580, dated January 29, 1987, allows the DOE to implement removal actions in circumstances other than emergencies. To the extent that a removal action taken by the DOE under Executive Order 12580 could be inconsistent with the CERCLA or RCRA processes, or if such action could alter the schedules as set forth in Appendix D, the concurrence of ~~all project managers~~ DOE and the lead regulatory agency shall be required prior to initiation of field work in accordance with the modification procedures described in Section 12.0.

If the operable unit is being managed under the CPP procedures, an IRA proposal shall be submitted by the DOE to the lead regulatory agency, and the IRA shall be conducted in accordance with 40 CFR Part 300 Subpart E. If the operable unit is being managed under the RPP procedures, the IM proposal shall be submitted to the lead regulatory agency, and the IM shall be conducted in accordance with applicable regulations. If the operable unit has not yet been assigned to either the CPP or RPP process, the EPA and Ecology will jointly choose an authority to address the expedited response.

Any proposal for an IRA or an IM must be approved by the ~~lead regulatory agency~~ EPA prior to initiation of field work. ~~When Ecology is designated as the lead regulatory agency, Ecology shall recommend the selection of remedy to the EPA for approval.~~ The selection of remedy for an IRA or an IM shall be consistent, to the extent practicable, with anticipated alternatives for final selection of remedial action (for CPP units) or corrective measures (for RPP units).

Public comment on the IRA proposal, as well as other public participation opportunities, will be provided as described in Section 10.0.

7.3 COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT PAST-PRACTICE UNIT PROCESS

The purpose of this subsection is to provide an overview of the CPP unit process to be used at the Hanford Site to initiate effective, timely, and environmentally sound cleanup of operable units handled under CERCLA. This includes a description of the RI/FS process, followed by a short discussion of the remedial design (RD), remedial action (RA), and operation and maintenance (O&M) phases.

7.3.1 Preliminary Assessment/Site Inspection

The Preliminary Assessment/Site Inspection (PA/SI) is used as an initial screening step to determine whether a site should be nominated for the CERCLA NPL. For the Hanford Site, the information necessary to make that determination was provided to the EPA in 1987 by the DOE. The EPA determined that this information was functionally equivalent to a PA/SI. Based on that information, the Hanford Site was ranked and then nominated for inclusion on NPL on June 24, 1988 (Federal Register Vol. 53, No. 122, p. 23988). The four aggregate areas of the Hanford Site were officially placed on the NPL effective November 3, 1989 (Federal Register Vol. 54, No. 191, p. 41015). Therefore, there is no need to continue a PA/SI activity for the Hanford Site. Efforts will proceed directly to the scoping activities previously discussed and the RI/FS process. Figure 7-3 shows the normal sequence of events that occur during the RI/FS process.

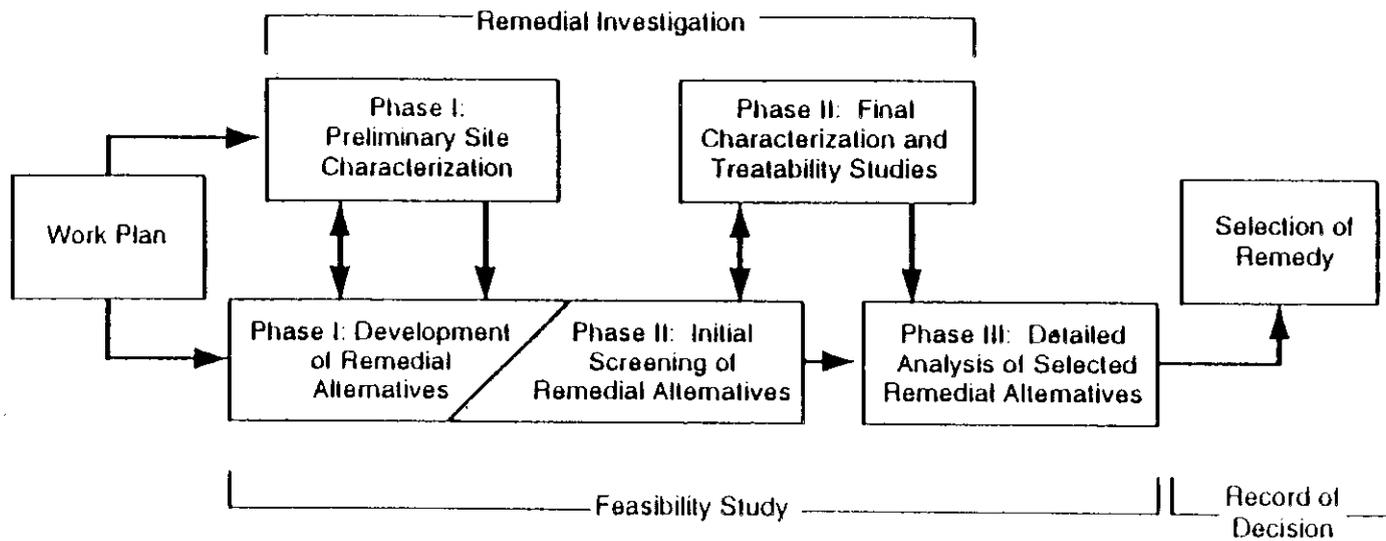
7.3.2 Remedial Investigation/Feasibility Study Work Plan for Each Operable Unit

The RI/FS work plan is a primary document, as described in Section 9.0. The lead regulatory agency will provide comments on each RI/FS work plan that is submitted by the DOE. The RI/FS work plan will be made available for public comment for a period of 30 days, in accordance with the procedures described in Section 10.0. On a case-by-case basis, the ~~unit project~~ managers may agree to extend the comment period to 45 days. Following public comment, the lead regulatory agency will require the DOE to make appropriate changes to the RI/FS work plan, based on review of public comments received, and will approve the work plan. At that time, the work schedule (Appendix D) may need to be modified to accurately reflect the RI/FS work plan schedule. Such modification will be made ~~by the project managers~~ in accordance with the procedures described in Section 12.0. At that time, the ~~EPA and Ecology~~ ~~lead regulatory agency~~ will publish the RI/FS schedule, in accordance with CERCLA Section 120(e)(1) and as specified in Article XVII of the Agreement. As additional information becomes available during the RI/FS process, the RI/FS work plan may be revised.

The RI/FS work plan will include or reference seven interrelated components as they pertain specifically to RI/FS activities at any given operable unit. These components, prepared in accordance with current EPA guidance documents, include the following:

- Technology
- Quality assurance/quality control
- Project management
- Sampling and analysis
- Data management
- Health and safety
- Community relations.

Every effort will be made to standardize these across RI/FS work plans to minimize the time and resources required for preparation and review. The community relations component will be prepared and issued as a separate formal plan as described in Section 10.0 and will then be referenced in each RI/FS work plan.



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Figure 7-3. Overview of the Remedial Investigation/Feasibility Study Process.

The following site survey and screening activities may precede submittal of the RI/FS work plan, and are a continuation of the operable unit scoping activity described in Section 7.2.2:

- Survey location of sites
- Surface radiation
- Surface geophysical surveys
- Air sampling
- Soil gas surveys
- Biotic surveillance.

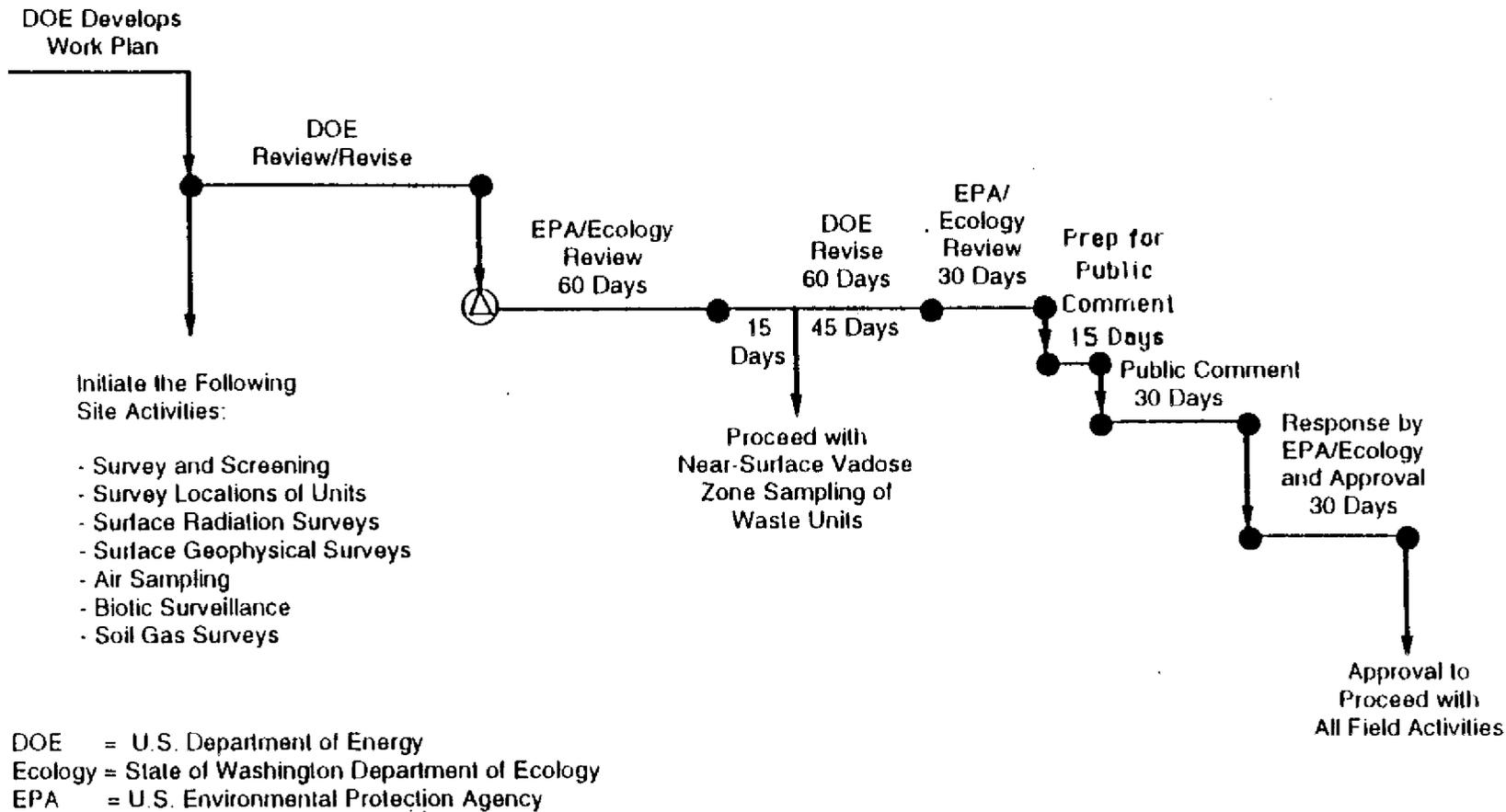
This will allow for a quicker start of characterization activities upon approval of the RI/FS work plan. The results of the site survey and screening activities will be factored into the work plan, as appropriate, during the review and approval process. In addition, to further expedite the process, near-surface vadose zone sampling activities may commence after 2 weeks following the receipt of comments from the lead regulatory agency on the initial draft of the RI/FS work plan if comments from the lead regulatory agency regarding vadose zone sampling have been resolved. Following the public comment period on the work plan, the lead regulatory agency may require the DOE to modify or add to these preliminary activities as necessary to resolve any issues raised by the public. Figure 7-4 depicts the normal review and approval cycle, including public comment, for primary documents (see Section 9.0) as applied to the RI/FS work plans. Figure 7-4 also applies to RFI/CMS work plans, which are discussed in Section 7.4.2.

7.3.3 Remedial Investigation--Phase I

The first phase of the remedial investigation (RI) will focus on defining the nature and extent of contamination through field sampling and laboratory analysis. This will include characterization of waste types, migration routes, volume, and concentration ranges. This information will be used to further develop cleanup requirements.

The DOE will initiate those activities necessary to characterize and assess risks, routes of exposure, fate and transport of contaminants, and potential receptors. It is anticipated that because of the limited data available during this phase to adequately assess risks, including environmental pathways and expected exposure levels, this analysis will be further developed during the feasibility studies (FS).

In some cases, treatability investigations at an operable unit will involve minimal activity. In other cases, treatability investigations at a previously investigated operable unit may be used at other operable units whenever warranted by site-specific conditions. When these situations exist, it is possible to expedite the RI/FS process by combining the RI Phase I



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Figure 7-4. Remedial Investigation/Feasibility Study (Resource Conservation and Recovery Act Facility Investigation/Corrective Measures Study) Work Plan Review and Approval.

activity with the RI Phase II activity. Any decision to combine the RI Phases I and II must be agreed to in writing by ~~the project manager of the~~ lead regulatory agency, in accordance with the procedures described in Section 12.20, unless it was agreed to during the initial approval of the RI/FS work plan.

The actual schedule for conducting the RI Phase I will be specified for each operable unit in the work schedule (Appendix D). The RI Phase I report is a secondary document, as described in Section 9.0. In cases where the RI Phases I and II have been combined, a RI Phases I and II report shall be prepared by the DOE and submitted to the lead regulatory agency as a primary document, as described in Section 9.0.

7.3.4 Feasibility Study--Phase I

The FS Phase I will be conducted by the DOE for the purpose of developing an array of alternatives to be considered for each operable unit. The DOE will develop the alternatives for remediation by assembling combinations of technologies, and the media to which the technologies could be applied, into alternatives. The alternatives will address all contamination at each operable unit.

The FS Phase I process will begin during the RI Phase I process when sufficient data are available. Such data will consist of analytical data obtained during the RI, as well as historical information regarding waste management units at the operable unit.

Because of the direct relationship between FS Phase I (development of alternatives) and FS Phase II (screening of alternatives--Section 7.3.5), the two phases will be conducted concurrently. This approach should save several months in the RI/FS process, without sacrificing quality of work. Since Phases I and II of the FS will be finished at the same time, the information from both phases will be submitted to the lead regulatory agency in a single FS Phases I and II report.

7.3.5 Feasibility Study--Phase II

The FS Phase II will be a screening step to reduce the number of treatment alternatives for further analysis while reserving a range of options. Screening will be accomplished by considering the alternatives based on effectiveness, implementability, and cost factors. Cost may be used as a factor when comparing alternatives that achieve acceptable standards of performance.

Innovative technologies will be carried through the screening process if they offer the potential for better treatment performance or implementability, fewer or less adverse impacts than other available technologies, or lower costs than demonstrated technologies with comparable environmental results.

As stated in Section 7.3.4, Phases I and II of the FS will be conducted concurrently. Therefore, the FS Phase II will begin as soon as sufficient data from the RI Phase I is obtained. The actual schedule for conducting the FS Phases I and II will be specified for each operable unit in the work schedule (Appendix D). The FS Phases I and II report, is a primary document as described in Section 9.0.

7.3.6 Remedial Investigation--Phase II

This second phase of the RI will focus on collecting data sufficient to substantiate a decision for remedy selection. A supplemental work plan to the RI/FS work plan will be prepared to cover the RI Phase II activities. This work plan will be placed in the Public Information Repositories. After a literature search is conducted to consider the applicability of various remediation alternatives, treatability investigations may be performed for particular technologies. Additional field data will be collected as needed to further assess alternatives. Treatability investigation work plans will be submitted by DOE to EPA and Ecology the lead regulatory agency when the investigation is related to a specific operable unit per the RI/FS work plan. ~~When a proposed treatability investigation is not specific to an operable unit, the work plan will be submitted to EPA and Ecology per the work schedule in Appendix D. All treatability investigation work plans shall be assigned to an operable unit for which a lead regulatory agency has been identified. The lead regulatory agency shall determine on a case-by-case basis whether a treatability investigation work plan is a primary document or a secondary document (see Section 9.1) during development of the applicable RI/FS (or RFI/CMS) work plan. For those treatability investigation work plans developed outside of a specific operable unit, both EPA and Ecology shall determine if it is a primary document or secondary document during development of the work schedule. These determinations will be based on the scope, complexity, and significance of the proposed investigation.~~

Upon completion of the treatability investigation, DOE shall submit a treatability investigation report to EPA and Ecology the lead regulatory agency, documenting the findings of the investigation and applicability to the remedial action project. The treatability investigation report is a secondary document (see Section 9.1).

The actual schedule for conducting the RI Phase II will be specified for each operable unit in the work schedule (Appendix D). The RI Phase II report is a primary document as described in Section 9.0. Where the RI Phase I and Phase II activities have been combined (see Section 7.3.3), the resulting RI Phases I and II report would also be a primary document.

7.3.7 Feasibility Study--Phase III and Proposed Plan

The treatment alternatives passing through the initial screening phases will be analyzed in further detail against a range of factors and compared to one another during the FS Phase III. This final screening process will begin once the FS Phases I and II report is approved by the lead regulatory agency.

The determination for the preferred alternative will be made based on the following general criteria:

- Does the alternative protect human health and the environment and attain ARARs
- Does the alternative significantly and permanently reduce the toxicity, mobility, and volume of hazardous constituents
- Is the alternative technically feasible and reliable.

In addition, the costs of construction and the long-term costs of operation and maintenance will be considered.

The actual schedule for conducting the FS Phase III will be specified for each operable unit in the work schedule (Appendix D) and integrate any planned facility dispositioning per paragraph 14.38.3. A FS Phase III report will be prepared by the DOE documenting the results of the RI/FS. The FS Phase III report is a primary document as described in Section 9.0.

With consideration of all information generated through the RI/FS process, the DOE shall prepare a proposed plan. This proposed plan is required by CERCLA Section 117(a). The proposed plan must describe an analysis of the feasible alternatives and clearly state why the proposed remedy is the most appropriate for the operable unit, based on written EPA guidance and criteria. Once the lead regulatory agency has concurred on the proposed plan, and the FS Phase III report, the documents will be made available for public review and comment in accordance with the procedures described in Section 10.0. Public review of the proposed plan will provide opportunity for consideration of two additional criteria in preparation of the record of decision. These criteria are State and community preference or concerns about the proposed alternatives.

7.3.8 Record of Decision

After the public comment period on the FS Phase III report and the proposed plan has closed, the record of decision (ROD) process will begin. The ROD will be prepared by the lead regulatory agency and will describe the decision making process for remedy selection, and summarize the alternatives developed, screened, and evaluated in accordance with CERCLA and the NCP. The lead regulatory agency is responsible for reviewing the comments received and will prepare a responsiveness summary that will accompany the ROD. Although all of the RI/FS and preliminary determinations through the process of drafting the ROD will be the responsibility of the lead regulatory agency for a given operable unit, the ROD must be signed ~~and published in the Federal Register~~ by the EPA. The ROD will become part of the administrative record for each operable unit. The lead regulatory agency shall continue its role after issuance of the ROD, including oversight of the remedial design and remedial action phases, as described below.

7.3.9 Remedial Design Phase

Following issuance of the ROD, the remedial design (RD) phase will be initiated in accordance with a schedule agreed to by the project managers. ~~Milestone change requests shall be processed in accordance with Section 12.0.~~ Since any necessary treatability investigations have been performed during the RI Phase II, no additional investigations will be necessary, unless required by the lead regulatory agency. A number of items will be completed during the RD phase, including but not limited to the following:

- Completion of design drawings
- Specification of materials of construction
- Specification of construction procedures

- Specification of all constraints and requirements (e.g., legal)
- Development of construction budget estimate
- Preparation of all necessary and supporting documents.

An RD report will be prepared that includes the designs and schedules for construction of any remediation facility and development of support facilities (lab services, etc.). The RD report is a primary document as described in Section 9.0. The schedule for conducting the RD phase will be specified for each operable unit in the work schedule (Appendix D).

7.3.10 Remedial Action Phase

The remedial action (RA) phase will be initiated in accordance with a schedule agreed to by the project managers. Milestone change requests shall be processed in accordance with Section 12.0. The RA phase is the implementation of the detailed actions developed under the RD. The RA will include construction of any support facility, as specified in the RD report, as well as operation of the facility to effect the selected RA at that operable unit.

An RA work plan will be developed for each operable unit detailing the plans for RA. The RA work plan is a primary document as described in Section 9.0. The schedule for conducting the RA phase will be specified for each operable unit in the work schedule (Appendix D).

Upon satisfactory completion of the RA phase for a given operable unit, the lead regulatory agency shall issue a certificate of completion to the DOE for that operable unit. At the discretion of the lead regulatory agency, a certificate of completion may be issued for completion of a portion of the RA phase for an operable unit.

7.3.11 Operation and Maintenance

The operation and maintenance (O&M) phase will be initiated at each operable unit when the RA phase has been completed. This phase will include inspections and monitoring as described in the O&M plan. In all cases where waste or contamination is left in place as part of the RA, the O&M phase is expected to be a long-term activity. Where waste or contamination is left in place, the operable unit will be evaluated by the lead regulatory agency at least every 5 years during the O&M phase to determine whether continued O&M activity is indicated or further RA is required. The lead regulatory agency may conduct more frequent evaluations should data indicate this is necessary to ensure effective implementation of the RA. All O&M data and records obtained to that date, along with any additional information provided by the DOE, will be used in that evaluation.

In cases where all waste or contamination is removed or destroyed, a short period for the O&M phase for specific units within an operable unit may be specified by the lead regulatory agency. The lead regulatory agency may, where appropriate, allow for the O&M phase to be terminated for certain units within an operable unit while requiring O&M to be continued at other units. In these cases, certain units may be considered for delisting in accordance with the NCP, after the O&M phase has been completed.

The O&M plan is a primary document as described in Section 9.0. The schedule for conducting significant steps described in the O&M plan are specified for each operable unit in the work schedule (Appendix D).

7.4 RESOURCE CONSERVATION AND RECOVERY ACT PAST-PRACTICE UNIT PROCESS

~~The RPP processes are the subject of this Section and are governed by the authorized state corrective action program. These authorities were introduced and generally described in Section 5.2. The RCRA Sections 3004(u), 3004(v), and 3008(h) became effective when Congress reauthorized RCRA on November 8, 1984. This reauthorization is known as the Hazardous and Solid Waste Amendments of 1984 (HSWA).~~

7.4.1 Resource Conservation and Recovery Act Facility Assessment

For those units that are defined as RPP units, (see definition in Section 7.1), the lead regulatory agency for an operable unit may require the DOE to conduct a RCRA facility assessment (RFA) of all or some of the RPP units within that operable unit. The need for an RFA is based on whether sufficient knowledge exists to determine if an RFI is required. Based on the results of the RFA, the lead regulatory agency may require additional information from the DOE, or it may determine that no further investigation or corrective action is required for any of the RPP units within the operable unit. ~~Where Ecology is the lead regulatory agency prior to HSWA delegation, the project manager for the EPA must agree, in writing, before any individual unit is dismissed from further investigation requirements through the RFA.~~ The project manager for the lead regulatory agency for that operable unit may direct the DOE to conduct a RFI based on results of the RFA.

The RFA will be developed in accordance with current applicable regulations, guidance documents, and written policy available at the time the RFA is begun. An RFA report will be prepared documenting the results of the RFA. The RFA report is a primary document as described in Section 9.0. If the lead regulatory agency determines that further investigation is necessary, the project manager for the lead regulatory agency will direct the DOE to prepare an RFI report, as described below.

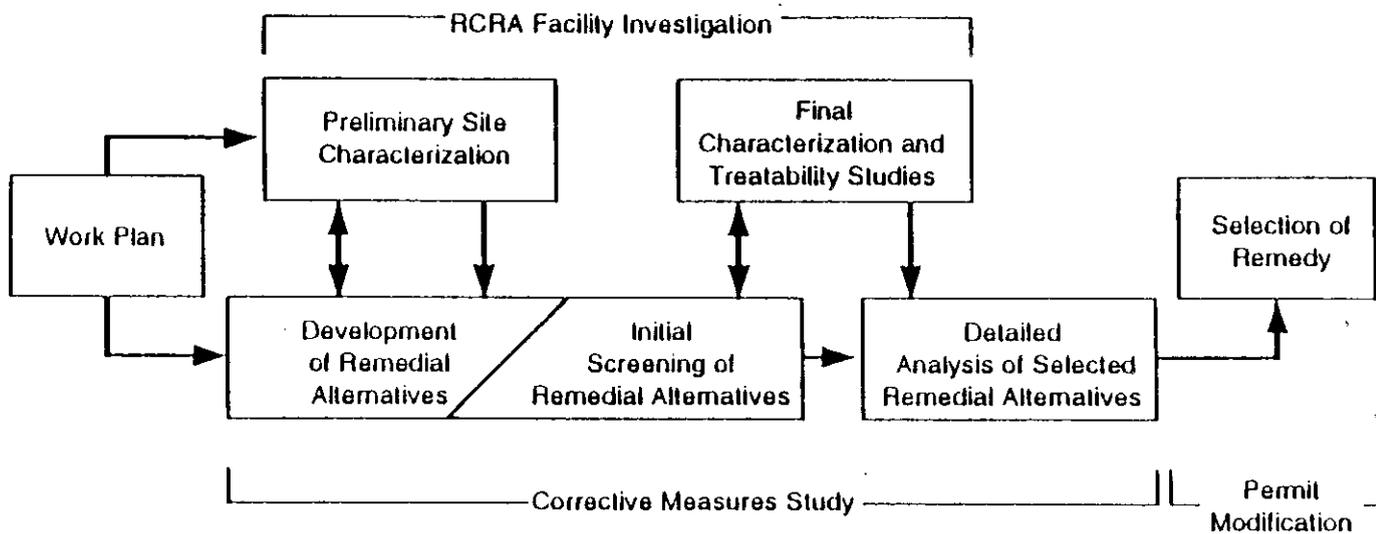
In some cases, sufficient information may already exist that indicates that further investigation will be required. In these cases the RFA process will be bypassed and effort will be focused on the RFI/CMS. Figure 7-5 shows the normal sequence of events that occur during the RFI/CMS process.

7.4.2 Resource Conservation and Recovery Act Facility Investigation

Each RCRA Facility Investigation (RFI) will address all units within a specific operable unit, as identified in the RFI/CMS work plan. Certain operable units also contain TSD units, primarily land disposal units, that are to be investigated and managed in conjunction with past-practice units. The information necessary for performing RCRA closures within an operable unit will be provided in coordination with various RFI/CMS documents as discussed in Section 5.5. The RFI/CMS work plan will be functionally equivalent to an

RI/FS work plan (see Section 7.3.2). Timing for submittal of the work plan will be in accordance with the work schedule (Appendix D).

An RFI report will be prepared by the DOE, and it will document the results of the RFI. The RFI report is a primary document as described in Section 9.0. The schedule for conducting the RFI will be specified for each operable unit in the work schedule (Appendix D) and integrate any planned facility dispositioning per paragraph ~~14.38.3~~. The parties agree that the information obtained through the RFI must be functionally equivalent to information gathered in the CERCLA process through the RI Phases I and II, as described in Sections 7.3.3 and 7.3.6.



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Figure 7-5. Overview of the RCRA Facility Investigation/Corrective Measures Study Process.

Based on the results of the RFI, the lead regulatory agency may determine that no further investigation or corrective action is required for each RPP unit in an operable unit. ~~Where Ecology is the lead regulatory agency prior to the HSWA delegation, the project manager for the EPA must agree, in writing, before any individual unit is dismissed from further investigation requirements through the RFI.~~ The project manager from the lead regulatory agency for that operable unit may direct the DOE to conduct a CMS based on results of the RFI.

7.4.3 Corrective Measures Study

A Corrective Measures Study (CMS) shall be prepared by the DOE and will include an identification and development of the corrective measure alternative(s), an evaluation of these alternatives, and a justification for the recommended alternative. The CMS will include development of a cost estimate for each alternative considered.

A CMS report documenting the results of the study will be prepared by the DOE. The CMS report is a primary document as described in Section 9.0. The schedule for conducting the CMS will be specified for each operable unit in the work schedule (Appendix D). The CMS report will become the basis for revision of the RCRA permit through the modification or revocation and reissuance processes described in Section 6.2. The parties agree that the information obtained through the CMS must be functionally equivalent to information gathered in the CERCLA process through the FS Phases I, II, and III as described in Sections 7.3.4, 7.3.5, and 7.3.7.

The lead regulatory agency for the operable unit shall continue its oversight role through the corrective measures implementation (CMI) phase and through any long-term monitoring or maintenance phase that is specified in the CMI work plan.

7.4.4 Corrective Measures Implementation

The DOE will initiate, maintain progress toward completion of, and complete any necessary corrective action for all RPP units within each operable unit in accordance with the CMI work plan. This will be done in accordance with current applicable regulations, guidance documents, and written policy available at any time during the corrective action process. It is agreed by the parties that the content of the CMI work plan will be considered to be functionally equivalent to that of the RA work plan described in Section 7.3.10.

The CMI work plan and the corrective measures design (CMD) report, which are produced as part of the CMI phase, are primary documents as described in Section 9.0. The schedule for developing the CMI work plan and conducting the CMI will be specified for each operable unit in the work schedule (Appendix D). The CMI phase will be conducted in accordance with the schedule of compliance specified in the RCRA permit and the work schedule (Appendix D).

Upon satisfactory completion of the CMI phase as described in the CMI work plan for a given operable unit, the lead regulatory agency shall issue a certificate of completion to the DOE for that operable unit. At the discretion of the lead regulatory agency, a certificate of completion may be issued for completion of a portion of the CMI phase for an operable unit.

7.4.5 Offsite Releases and Corrective Action

In the event that hazardous constituents or contamination from a landfill unit, surface impoundment, or waste pile is found to have migrated beyond the boundaries of the Hanford Site, the lead regulatory agency may require that corrective action for such contamination be ~~conducted, addressed in accordance with RCRA Section 3004(v).~~ ~~The RCRA Section 3004(v) corrective action~~ authority will be implemented through a schedule of compliance. The DOE shall make every reasonable effort to gain access to investigate and remediate offsite contamination. The DOE will document attempts to attain offsite access for investigative work and corrective action in such cases, in accordance with the access provisions as specified in Article XXXVII of the Agreement. Where necessary to accomplish offsite RA, such releases may be addressed by the lead regulatory agency under CERCLA authority.

The DOE will initiate, maintain progress toward completion of, and complete any offsite corrective action required by the ~~EPA under the authority of RCRA Section 3004(v)~~ ~~lead regulatory agency~~, in accordance with the time frames specified in the work schedule (Appendix D) and in accordance with current applicable regulations, guidance documents, and written policy available at any time during the corrective action process.

7.5 CLEANUP REQUIREMENTS

In accordance with Section 121(d) of CERCLA, the DOE will comply with all ARARs when hazardous substances, pollutants, or contaminants are to remain onsite as part of RAs. These requirements include cleanup standards, standards of control, and other substantive environmental protection requirements and criteria for hazardous substances as specified under Federal or State laws and regulations. The parties intend that ARARs, as appropriate, will apply at units being managed under the RPP program at the Hanford Site to ensure continuity between the RCRA and CERCLA authorities.

"Applicable requirements" are those cleanup standards, standards of control, and other substantive environmental protection requirements, criteria, or limitations promulgated under Federal or State law. These requirements specifically address a hazardous substance, pollutant, contaminant, hazardous waste, hazardous constituent, RA, location, or other circumstance at the Hanford Site.

"Relevant and appropriate requirements" are those which do not meet the definition of applicable requirements, yet pertain to problems or situations similar to those encountered in the cleanup effort at the Hanford Site. Such requirements must be suited to the unit under consideration and must be both relevant and appropriate to the situation.

The ARARs are classified into three general categories as follows:

- Ambient or chemical-specific requirements. These are established numeric criteria for various constituents. These criteria are usually set from risk-based or health-based values or methodologies

- Performance, design, or other action-specific requirements. These are usually technology or activity-based requirements or limitations on actions taken with respect to a given hazardous substance or hazardous constituent
- Location-specific requirements. These are restrictions placed on the concentration of hazardous substances or hazardous constituents or on the conduct of activities solely because they occur in special locations.

In addition to ARARs, certain non-promulgated Federal or State criteria, advisories, guidance, and proposed standards may be used to establish cleanup standards. These "to-be-considered" criteria can be imposed if necessary to assure protection of human health and the environment but are not necessarily legally binding. These criteria will be specified by the lead regulatory agency in cases where an ARAR does not exist, or in cases where the lead regulatory agency does not believe the ARAR is protective of human health and the environment given the site specific conditions.

For units which are selected for abatement actions or interim actions, as described in Sections 7.2.3 and 7.2.4, ARARs will be applied, where appropriate, recognizing that these units will later be subject to ARARs during the final remedial or corrective action process.

Compliance with an ARAR may be waived in certain circumstances, as specified in current EPA guidance on cleanup requirements. Waivers will be limited to the following situations:

- Cases in which the remedy selected is only part of a total remedial action that will satisfy the ARAR when completed.
- Cases in which compliance with an ARAR will result in a greater risk to human health and the environment than an alternative option.
- Cases in which compliance with an ARAR is technically impracticable from an engineering perspective.
- Cases in which alternative treatment methods to those specified as ARARs have been shown to result in equivalent standards of performance.
- With respect to a State standard, requirement, criteria, or limitation, the State has not consistently applied procedures to establish a standard, requirement or criteria or demonstrated the intention to consistently apply the standard, requirement, criteria, or limitation in similar circumstances at other RAs.

Federal statutes, regulations, and "to-be-considered" criteria from which cleanup requirements will be developed are included in the current EPA guidance document, "CERCLA Compliance with Other Laws Manual." The following list identifies the key state statutes and regulations from which cleanup requirements will be developed for the Hanford Site. This list is not intended to be inclusive; other standards may be applicable on a case-by-case basis. In addition, this list can be expanded as new State statutes and regulations become effective:

- Washington State Environmental Policy Act--Chapter 43.21C RCW, and implementing regulations;
 - Guidelines Interpreting and Implementing the State Environmental Policy Act--197-11 WAC
- Water Well Construction Act--Chapter 18.104 RCW, and implementing regulations;
 - Minimum Standards for Construction and Maintenance of Water Wells--173-160 WAC
- Washington Clean Air Act--Chapter 70.94 RCW
- Solid Waste Management, Recovery and Recycling Act--Chapter 70.95 RCW, and implementing regulations;
 - Minimum Functional Standards for Solid Waste Handling--173-304 WAC
- Nuclear Energy and Radiation Act--Chapter 70.98 RCW, and implementing regulations;
 - Standards for Protection Against Radiation--402-24 WAC
 - Licensing Requirements for Land Disposal of Radioactive Waste--402-61 WAC
 - Monitoring and Enforcement of Air Quality and Emission Standards for Radionuclides--402-80 WAC
- Hazardous Waste Management--Chapter 70.105 RCW, and implementing regulations;
 - Dangerous Waste Regulations--173-303 WAC
- Model Toxics Control Act--Chapter 70.105D RCW, and implementing regulations;
 - Model Toxics Control Act Cleanup Regulation--173-340 WAC
- Washington State Water Code--Chapter 90.03 RCW
- Regulation of Public Groundwaters--Chapter 90.44 RCW
- Water Pollution Control Act--Chapter 90.48 RCW, and implementing regulations;
 - Water Quality Standards for Water of the State of Washington--173-201 WAC
 - State Waste Discharge Program--173-216 WAC

Underground Injection Control Program--173-218
WAC

National Pollution Discharge Elimination System
Permit Program--173-220 WAC

- Water Resources Act of 1971--Chapter 90.54 RCW
- Shoreline Management Act--Chapter 90.58 RCW and implementing regulations, 173-14 through 173-22 WAC

The DOE shall use the Federal and State sources of information, as mentioned above, in developing proposed ARARs during the RI/FS (or RFI/CMS) process. The detailed documentation of ARARs shall be provided in an appendix to the FS Phase III Report (or CMS report).

The lead regulatory agency for each CERCLA operable unit shall prepare a summary of the rationale for selection of ARARs for the ROD. The lead regulatory agency of each RPP operable unit shall prepare a summary of the rationale for selection of the ARARs for the fact sheet that will accompany the CMS report (including permit modification or permit revocation and reissuance, as applicable).

In the event that new standards are developed subsequent to initiation of RA at any operable unit, and these standards result in revised ARARs or "to-be-considered" criteria, these new standards will be considered by the lead regulatory agency as part of the review conducted at least every five years under Section 121(c) of CERCLA.

7.6 NATURAL RESOURCE TRUSTEESHIPS

Section 107 of CERCLA imposes liability for damages for injury to, destruction of, or loss of natural resources. It also provides for the designation of Federal and State trustees, who shall be responsible for, among other things, the assessment of damages for injury to, destruction of, or loss of natural resources. Current regulations concerning such trustees are in the NCP, 40 CFR Part 300, Subpart G.

The DOE shall notify appropriate Federal and State natural resource trustees as required by section 104(b)(2) of CERCLA and Section 2(e)(2) of Executive Order 12580.

In addition to DOE, the relevant Federal trustees for the Hanford Site are the U.S. Department of Commerce and the U.S. Department of the Interior (DOI). Their respective roles are described below.

7.6.1 National Oceanic and Atmospheric Administration

The National Oceanic and Atmospheric Administration (NOAA) acts on behalf of the Secretary of Commerce as a Federal trustee for living and nonliving natural resources in coastal and marine areas. Resources of concern to the NOAA include all life stages, wherever they occur, of fishery resources of the exclusive economic zone and continental shelf and anadromous species throughout their ranges. For resources in coastal waters and anadromous fish streams, the NOAA may be a co-trustee with the DOI, other Federal land

management agencies, and the affected States, and Indian Tribes. Chinook, coho, and sockeye salmon, as well as steelhead trout, are the anadromous species that utilize the Hanford Reach for spawning, rearing, foraging, and as a migratory corridor.

Under an existing interagency agreement with the EPA, the NOAA will provide a Preliminary Natural Resource Survey (PNRS) to the EPA by December 31, 1988, detailing trust species of concern at the four aggregate areas at the Hanford Site (the 100, 200, 300, and 1100 Areas). The NOAA will also provide technical review, at the operable unit level, of RI/FS work plans, RI reports, FS reports, RD reports, and RA work plans, as appropriate. These technical reviews will be done to ensure that potential impacts to anadromous fish in the Hanford Reach are addressed in the CERCLA process. The NOAA will coordinate with other natural resource trustees, as appropriate, to preclude duplication of effort. The DOE will provide the NOAA with a copy of documents listed above at the time of submission to the EPA. The NOAA will provide technical comments to the EPA for incorporation and transmittal to the DOE. Timing for submittal of comments by the NOAA will be consistent with the time frames specified for primary document review in Section 9.2. The PNRS provided by the NOAA and each set of technical comments will become part of the administrative record.

7.6.2 Department of the Interior (DOI)

The DOI responsibilities as a natural resource trustee will be shared by three separate bureaus within the DOI. These bureaus are the U.S. Geological Survey, U.S. Fish and Wildlife Service, and the Bureau of Indian Affairs. Each bureau will prepare a report for DOI based on its respective responsibility as a natural resource trustee. The DOI will consolidate these reports and issue a PNRS. The DOI will coordinate with other natural resource trustees, as appropriate, to preclude duplication of effort. The PNRS conducted by DOI will become part of the administrative record.

The PNRS will be completed under an existing interagency agreement between the DOI and the EPA. If further work beyond the PNRS is undertaken by the DOI, such work will be funded through DOI sources.

7.7 HEALTH ASSESSMENTS

The Agency for Toxic Substances and Disease Registry (ATSDR) is a part of the U.S. Public Health Service, which is under the U.S. Department of Health and Human Services. The ATSDR was created by Congress to help implement the health-related sections of laws that protect the public from hazardous waste and environmental spills of hazardous substances. The CERCLA requires ATSDR to conduct a health assessment within one year following proposal to the NPL for any site proposed after October 17, 1986.

The ATSDR health assessment is the result of the evaluation of data and information on the release of hazardous substances into the environment. Its purpose is to assess any current or future impacts on public health, to develop health advisories or other health recommendations, and to identify studies or actions needed to evaluate and mitigate or prevent adverse human health effects.

The ATSDR will prepare a preliminary health assessment for each of the four Hanford NPL areas (the 100, 200, 300, and 1100 Areas). Since the RI Phase I reports for these areas will not be available within one year following the proposal of Hanford to the NPL, these preliminary health assessments will be based on the best available information.

As additional information becomes available, and as appropriate, ATSDR may, at its discretion, expand these preliminary health assessments into full health assessments adding to the overall characterization of the site, or prepare addenda to the health assessments addressing the public health impact of either individual or a combination of operable units at the site.

The health assessments, including any addenda, will become part of the administrative record.

7.8 QUALITY ASSURANCE

The level of quality assurance and quality control (QA/QC) for the collection, preservation, transportation, and analysis of each sample which is required for implementation of this Agreement shall be dependent upon the data quality objectives for the sample. Such data quality objectives shall be specified in RI/FS or RFI/CMS work plans or in other work plans that may be used to describe sampling and analyses at CERCLA or RCRA past-practice units.

The QA/QC requirements shall range from those necessary for non-laboratory field screening activities to those necessary to support a comprehensive laboratory analysis that will be used in final decision-making. This range of QA/QC options is included in the "Data Quality Strategy for Hanford Site Characterization" (as listed in Appendix F). This document is subject to approval by EPA and Ecology.

Based upon the data quality objectives, the DOE shall comply with EPA guidance documents for QA/QC and sampling and analysis activities which are taken to implement the Agreement. Such guidance includes:

- "Guidelines and Specifications for Preparing Quality Assurance Program Plans" (QAMS-004/80);
- "Interim Guidance and Specifications for Preparing Quality Assurance Project Plans" (QAMS-005/80); and
- "Data Quality Objectives for Remedial Response Activities" (EPA/540/G-87/003 and 004).

In regard to quality assurance requirements for construction of land disposal facilities, DOE shall comply with "Technical Guidance Document: Construction Quality Assurance for Land Disposal Facilities" (EPA/530-SW-86-031).

For analytical chemistry and radiological laboratories, the QA/QC plans must include the elements listed in "Guidance on Preparation of Laboratory Quality Assurance Plans" (as listed in Appendix F). DOE shall submit laboratory QA/QC plans to EPA and Ecology for review as secondary documents prior to use of that laboratory. In the event that DOE fails to demonstrate to the lead regulatory agency that data generated pursuant to this agreement

was obtained in accordance with the QA/QC requirements of this section, including laboratory QA/QC plans, DOE shall repeat sampling or analysis as required by the lead regulatory agency. Such action by the lead regulatory agency shall not preclude any other action which may be taken pursuant to this Agreement. For other data, ~~Ecology or EPA~~ the lead regulatory agency may request DOE to provide QA/QC documentation. Any such data that does not meet the QA/QC standards required by this section shall be clearly flagged and noted to indicate this fact.

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~~8.0 MEETINGS AND REPORTS~~

~~8.1 PROJECT MANAGERS MEETING~~

~~Project managers shall meet at least quarterly to discuss progress, address issues, and review plans for the next quarter. The DOE will mark up the work schedule (Appendix D) to reflect current status and will present it at the meeting. In addition, at the request of any project manager, selected schedules from work plans, closure plans, etc., will be marked up to reflect current status and presented at the meeting along with any supporting technical information concerning the units. Any agreements and commitments resulting from the meeting will be prepared and signed by all parties as soon as possible after the meeting. The DOE shall issue meeting minutes to all parties within five working days following the meeting. The minutes will include, at a minimum, the following:~~

- ~~• Status of previous agreements and commitments~~
- ~~• Any new agreements and commitments~~
- ~~• Work schedule (with current status noted)~~
- ~~• Any approved changes signed off at the meeting in accordance with Section 12.2.~~

~~8.2 UNIT MANAGERS MEETING~~

~~Unit managers shall meet to discuss progress, address issues, and review near term plans pertaining to their respective operable units and/or TSD groups/units. For TSD groups and operable units, meetings shall be held monthly, unless the unit managers for three parties agree that a meeting is not appropriate, once work plans, closure plans, or Part B permit applications have been submitted to EPA and Ecology for review. The meetings shall be technical in nature, with emphasis on technical issues and work progress. The assigned DOE unit manager shall mark up the appropriate schedules from the RI/FS work plan, closure plan, etc., and/or detailed near term schedules prior to the meeting. The schedules shall address all ongoing activities associated with the operable unit or separate TSD groups/units, to include actions on specific units (e.g., sampling). These schedules will be provided to all parties and reviewed at the meeting. Any agreements and commitments (within the unit manager's level of authority) resulting from the meeting will be prepared and signed by all parties as soon as possible after the meeting. Meeting minutes will be issued by the DOE unit manager summarizing the discussion at the meeting, with information copies to the project managers. The minutes will be issued within five working days following the meeting. The minutes will include, at a minimum, the following:~~

- ~~• Status of previous agreements and commitments~~
- ~~• Any new agreements and commitments~~
- ~~• Schedules (with current status noted)~~
- ~~• Any approved changes signed off at the meeting in accordance with Section 12.2.~~

148.1 FACILITY DECOMMISSIONING PROCESS

148.1 INTRODUCTION

The facility decommissioning process defines the approach by which DOE, with involvement of the lead regulatory agencies, will take a facility from operational status to its end state condition (final disposition) at Hanford. This is accomplished by the completion of facility transition, surveillance and maintenance (S&M) and disposition phase activities. The process is designed to integrate DOE-HQ guidance as specified by the *U.S. Department of Energy Office of Environmental Restoration (EM-40) Decontamination and Decommissioning Guidance Document, XX/XX/94* (hereafter referred to as the EM-40 Guidance Document) and facilitate compliance with environmental regulations, including RCRA closure, post closure and CERCLA remedial action requirements. Facility decommissioning at Hanford will proceed on a priority-based path that results in an expedient and cost efficient transition of facilities to a safe and stable condition that presents no significant threat of release of hazardous substances into the environment and no significant risk to human health and the environment. The methodology allows for cases where higher priority Hanford cleanup activities warrant deferring regulated unit closure actions until prioritization decisions are made to proceed with the disposition phase.

Notwithstanding any other provision of Section 148.0, EPA and Ecology reserve the right to require closure in accordance with Federal and State hazardous waste law, and the TPA Agreement, and to require response or corrective actions in accordance with RCRA and CERCLA and the TPA Agreement, at any time. During the facility decommissioning process, DOE shall comply with all applicable environmental, safety and health, and security requirements.

148.1.1 Background

The Department of Energy consolidated virtually all of its waste management, remedial action and decontamination and decommissioning (D&D) program activities in 1989 into the Office of Environmental Management (EM). Within EM, the Office of Environmental Restoration was assigned responsibility for performing remedial actions, S&M and dispositioning activities for DOE facilities.

With the down-sizing of both nuclear weapons inventories and nuclear material production capabilities, the DOE-HQ established the Office of Facility Transition in mid-1992. This office is chartered with management of the transition from operational status to shutdown status for the numerous facilities used for nuclear material production or otherwise involved in the DOE nuclear program.

148.1.2 Applicability

This section applies to the transition, the surveillance and maintenance, and/or the disposition of key facilities located on the Hanford Site that are not fully addressed as part of Section 6.0 (TSD Process) or Section 7.0 (Past-Practice Process) of this Action Plan. Facilities that the parties agree are subject to Section 148.0 will be decommissioned in accordance with the provisions of this section, and any milestones established specific to those facilities. If there is a conflict between the provisions of this section and of a specific milestone, the provisions of the milestone will prevail. This section does not apply to the following:

- Any waste disposal unit (e. g. crib, pond, ditch, landfill)
- RCRA treatment or storage units either closed or scheduled for closure under Section 6.0 that result in the final disposition of the facility, or result in a remaining facility that does not qualify as a "key facility" per the definition below.
- Any facility which is fully addressed as part of a past practice operable unit under Section 7.0 (i.e., N-area pilot project), or which is addressed under Section 7.0 to a condition which results in a remaining facility that does not qualify as a "key facility" per the definition below.
- Facilities on the Hanford Site transferred from the Operations phase to the S&M Phase prior to 1992 (prior to facility transition projects). These facilities are collectively defined in this document as S&M surplus facilities. Management of S&M surplus facilities during the S&M and Disposition Phases is discussed in Section 148.9.

Key facilities managed under Section 148.0 include facilities currently identified for transition (i.e., PUREX, UO3 and FFTF), existing operating facilities, and other facilities that may be constructed in the future.

Key facilities are identified by the three parties on a case by case basis, generally based upon the following criteria:

- Facilities that do not fall into any of the categories summarized in the bullets above,
- Facilities that will undergo a surveillance and maintenance period greater than 180 days with hazardous substances to be left in place,
- Facilities where physical closure actions must be performed in conjunction with facility disposition, and/or
- Facilities that may be addressed in conjunction with any other facility which qualifies as a key facility.

Upon identification as a key facility, EPA and Ecology will designate a lead regulatory agency in accordance with Section 5.6.

Key facilities do not include uncontaminated structures (i.e. contains no hazardous substances), or facilities which are fully dispositioned following a decision to remove them from use.

Only with the agreement of all three parties DOE and the lead regulatory agency may key facilities (or portions thereof) be used for alternative beneficial uses, and be addressed independent of Section 148.0.

148.1.3 Decommissioning Relationships and Key Planning Documentation

Table 148.1 shows the relationship between phases, processes and planning documentation that support the overall decommissioning process. A general description of key planning documents is included here. Additional

information is provided in following text specific to the individual phases. Definitions specific to the facility decommissioning process are included in Appendix A of this document. The process described in Section 9.3 will be used to modify applicable documentation.

Table 148.1 Decommissioning Process Relationships

DECOMMISSIONING PHASES	FACILITY PROCESSES	KEY PLANNING DOCUMENTS
Transition	Stabilization Deactivation Surveillance Maintenance Decontamination	Project Management Plan
		Facility Transition End Point Criteria Document
		Preclosure Work Plan
Surveillance and Maintenance	Surveillance Maintenance Deactivation* Decontamination*	Surveillance and Maintenance Plan
Disposition	Decontamination Dismantlement Entombment Closure Site Restoration	Project Management Plan
		Facility Disposition End State Criteria Document
		RCRA Closure Plan**

* Completed on a case-by-case basis to further reduce facility surveillance and maintenance expenses.

** RCRA Closure Plan applicable to TSD units within the facility.

Facility Transition End Point Criteria Document: A document developed during the transition phase that establishes the physical state of the systems and spaces within the facility to be achieved at the end of the transition phase. This document is used to satisfy programmatic requirements to transition to the S&M phase. The actual condition of the facility at the end of transition will be documented as part of the S&M plan.

RCRA Closure Plan: A plan developed to specifically address and ensure compliance with the requirements of Washington's Dangerous Waste Regulations, Chapter 173-303, Washington Administrative Code (WAC) for units in the facility used for treatment, storage or disposal of dangerous wastes. Closure plans consist of nine basic chapters and are consistent with the format currently used for all Hanford Site closure activities. TSD unit closure plans will be submitted to Ecology and EPA during the disposition phase planning process, and will be coordinated with approved disposition end state criteria.

Preclosure Work Plan: Prior to closure plan submittal, a preclosure work plan will be submitted to Ecology and EPA during the transition phase. This preclosure work plan will contain, but is not limited to elements summarized in Table 148.2. This preclosure work plan is based in part on the facility transition end point criteria document and S&M plan. The transition end point criteria document and the S&M plan are considered part of the preclosure work plan as they pertain to information related to TSD units.

Project Management Plan: An internal DOE management plan prepared to aid in governing the successful completion of a project. The Project Management Plan (PMP) defines DOE and DOE contractor organization and responsibilities for executing the project. It outlines the work breakdown structure for the activities, clearly identifying the scope of work based on the technical criteria established. This document incorporates cost and schedule planning. The PMP is used to establish cost controls and milestones for tracking and reporting status on key processes and activities from start to finish of the phase. Project Management Plans are prepared during the transition and disposition phases.

Surveillance and Maintenance Plan: A plan outlining facility specific activities taken to address essential systems monitoring, maintenance and operation requirements necessary at a transitioned facility to ensure efficient, cost effective maintenance of the facility in a safe condition that presents no significant threat of release of hazardous substances into the environment and no significant risk to human health and the environment until final disposition is completed.

Facility Disposition End State Criteria Document: A document developed during the disposition phase that establishes the physical state of systems and spaces within the facility to be achieved at the conclusion of the disposition phase. This document may be incorporated into another disposition planning document.

148.2 FACILITY OPERATIONS

Facility operations precede the decommissioning process and are briefly addressed in this section. Prior to receiving a formal shutdown notice from DOE-HQ, facilities that do not have a future mission may begin preparing for the transition phase of the decommissioning process. Preparation may include conducting final process vessel clean out runs in order to expedite transition phase activities and to avoid the necessity for operational permitting at process vessels containing hazardous materials for storage and/or treatment following a determination that their contents are dangerous wastes. Facility personnel may also initiate preliminary development of transition end point criteria to describe the physical state of the systems and spaces within the facility at the end of the transition phase. The process of developing transition end point criteria will be structured to specifically incorporate regulatory, tribal and stakeholder input and involvement. Once a shutdown order has been received or a separate agreement is made by the three parties, the facility will enter the transition phase as described in Section 148.5.

148.3 DECOMMISSIONING PROCESS PLANNING

The parties agree that sufficient up front planning for facilities that will undergo decommissioning is necessary to support the budget planning process

and to facilitate integration and prioritization of decommissioning with other Hanford cleanup efforts. The parties also recognize, however, that there may be unanticipated situations in which it will be necessary to take immediate actions to abate significant threats to human health or the environment.

~~148.3.1~~ Long-Term Planning

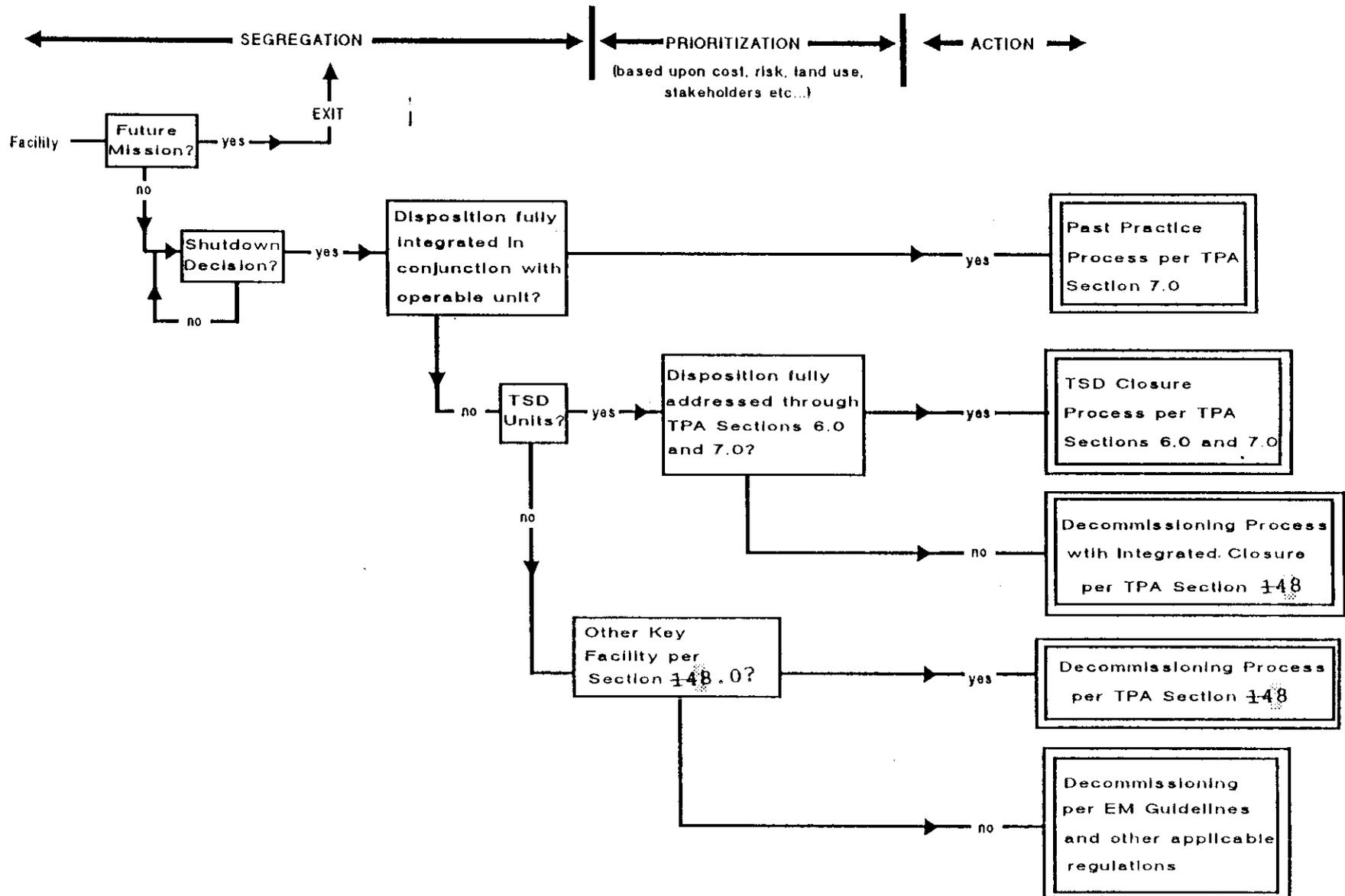
DOE will develop and submit a long-term facility decommissioning plan covering key Hanford facilities to Ecology and EPA for review by June, 1996. This plan and associated ~~TPA Agreement~~ commitments (including those made pursuant to paragraph ~~148.3.2~~ below) are expected to provide the mechanism by which the three parties will address decommissioning of existing and future facilities on the Hanford Site. The plan will categorize facilities through a series of key decision-making questions such as the logic process shown in Figure ~~148.1~~. The parties recognize that there are a large number of facilities on the Hanford Site. However, many of the facilities are administrative and/or small in nature and will fall into the category of non-key facilities. A listing of these non-key facilities will be maintained for information purposes. Many facilities are associated with and may be addressed as part of a larger facility. In these cases, facility complexes will be identified as one key facility for the purpose of implementing the decommissioning process.

For facilities identified as candidates for the decommissioning process under this section, the plan will include a long-term road map depicting the approximate time periods that the key facilities (or facility complexes) are expected to undergo transition, surveillance and maintenance, and/or disposition. The road map is for use by the three parties to assist in the planning process in order to integrate and prioritize work, and is not considered a committed schedule. Such commitments will be established under the ~~TPA Agreement~~ (see paragraph ~~148.3.2~~ below). This plan will be updated biennially as part of the biennial review (see ~~148.3.3~~ below).

~~148.3.2~~ ~~Tri-Party Agreement~~ Negotiations

The long-term facility decommissioning plan will be used by the three parties as an aid in scheduling future decommissioning related negotiations. Such negotiations will be coordinated with the facility planning phases discussed under paragraphs ~~148.5~~ and ~~148.7~~.

Figure 148.1 PREDECOMMISSIONING PLANNING



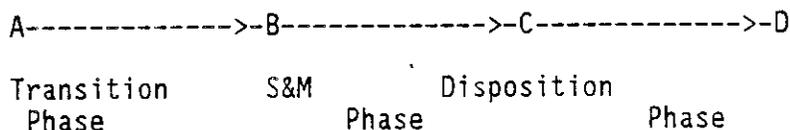
148.3.3 Biennial Review and Update

The three parties will conduct a biennial review of facility/unit status, the long-term facility decommissioning plan, and associated TPA Agreement commitments, and discuss current priorities and assess what changes are necessary. Based on this review and latest DOE guidance associated with the future use of facilities, DOE will update and submit the long-term facility decommissioning plan and any draft changes addressing proposed TPA Agreement modifications to EPA and Ecology for review as appropriate.

148.4 GENERAL DECOMMISSIONING PROCESS

The typical facility decommissioning process, shown in Figure 148.2, depicts the sequential phases a facility undergoes following facility operations and includes transition, surveillance and maintenance (S&M), and disposition. This process is normally initiated following a decision from DOE-HQ to shutdown a subject facility and proceed with decommissioning activities. The process time frame is established by milestones and associated target actions negotiated as part of the Tri-Party Agreement, and in most cases will be established one phase at a time.

Figure 148.2 Typical Decommissioning Process



- A = Marks the end of the operational phase. A determination has been made by DOE-HQ that the facility is a surplus facility (i.e., formal letter documentation).
- B = Marks the end of the transition phase. The preclosure work plan, surveillance & maintenance (S&M) plan and transition end point criteria document are updated as required, and approved by the DOE program responsible for S & M, and by Ecology and/or EPA in accordance with their respective authorities the lead regulatory agency. The DOE review will include a check for transition end point criteria adequacy and equivalency to EM acceptance criteria objectives. Following receipt of necessary approvals, this point marks the start of the S&M phase as an interim period prior to DOE initiation of the disposition phase.
- C = Decision to proceed with disposition phase.
- D = Completion of disposition phase in compliance with applicable or relevant and appropriate requirements and in a condition protective of human health and the environment. (Note: All associated RCRA closure actions are completed at this point.)

Figure 148.2 has been expanded in Figures 148.3 - 148.5 to include individual process steps involved with each of the subject phases. Figures 148.3 - 148.5

identify actions involving regulatory, tribal or public involvement from those actions or documents requiring specific regulatory approval. ~~Tri-Party Agreement~~ negotiations are shown as part of the transition, S&M and disposition phases. More detailed descriptions of individual phases, actions and documentation are discussed in Sections 148.5 through 148.7.

148.5 TRANSITION PHASE

The transition phase of a facility is initiated when a formal shutdown decision is made by DOE. Figure 148.3 shows a breakdown of the activities associated with the transition phase. The numbers shown in the boxes correspond with the section numbering from this document. Discussion specific to RCRA TSD closure plan preparation and submittal is contained in Section 148.8.

148.5.1 Transition Planning

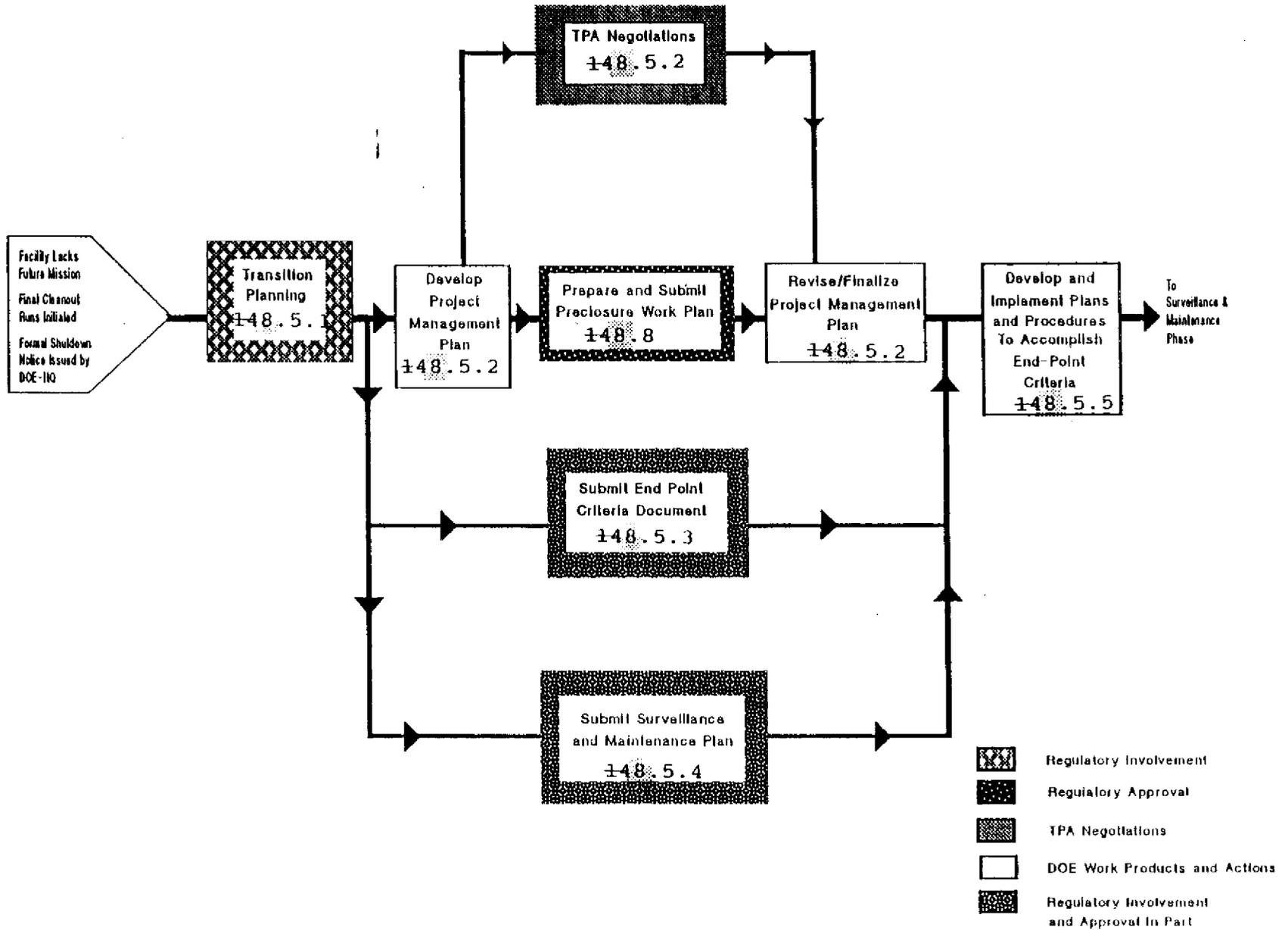
Early in the transition phase, project goals and objectives are developed in conjunction with regulatory, tribal and public input and involvement to enable a mutually agreeable and efficient transition. Vital to the success of this phase is development of transition end point criteria and S&M planning information. Transition end point criteria and S&M planning are discussed in greater detail in Sections 148.5.3 and 148.5.4, respectively. DOE will initiate discussions with ~~regulators~~ the lead regulatory agency, tribes and public to identify issues and develop proposals within three months of an official shutdown notice decision made by DOE-HQ.

During the transition planning stage, NEPA documentation supporting transition will be initiated as necessary and a preclosure work plan or closure plan will be developed for RCRA TSD units requiring RCRA closure. Where final closure of a unit does not need to be performed in conjunction with key facility disposition, a closure plan will be submitted. Documentation produced during this stage will support protection of human health and the environment and consider waste minimization and pollution prevention opportunities.

148.5.2 Project Management Plan

The Project Management Plan (PMP) is prepared to describe how transition phase activities will be managed. The PMP contains work breakdown structures, cost and schedule information, and summarizes major project targets and ~~TPA Agreement~~ milestones. If necessary, a revision to the PMP will be made at the conclusion of the ~~Tri-Party Agreement~~ negotiations to ensure consistency with scheduling agreements. The process of developing and revising the project management plan is depicted in Figure 148.3.

Figure 148.3 Transition Phase Breakdown



148.5.3 Transition End Point Criteria

DOE-HQ has developed a set of generic acceptance criteria for use complex wide as a target for acceptance into the S&M phase. Based on these generic acceptance criteria, facility specific transition end point criteria are developed throughout the transition phase with intent to establish acceptable final conditions of systems (i.e., tanks, piping) and spaces (i.e., rooms, areas) at the end of the transition phase. In general, the acceptance criteria require:

- documentation for the active systems and structural integrity of the facility,
- updated permitting and documented regulatory status that reflects the shutdown, stabilized condition of the facility,
- documentation of remaining hazardous and radioactive material in the facility,
- documentation of and facility history for the shutdown systems, and
- a DOE approved S&M Plan for the facility.

The transition end point criteria are based on the EM acceptance criteria, regulatory, tribal and public input and are tailored specifically to the facility in question. Transition end point criteria will be developed and documented early in the transition phase in conjunction with discussions with the regulators, tribes and stakeholders to facilitate achieving mutually accepted criteria. Aspects of the criteria may evolve during transition necessitating revisions and refinements to the criteria.

Transition end point criteria are applicable to all facilities, and their equipment and systems accepted into a surveillance and maintenance phase. All transition end point criteria will be initially developed to incorporate regulatory, tribal and stakeholder input and values. However, regulator-lead regulatory agency approval over transition end point criteria will be specific to regulated units, and/or hazardous substances proposed to remain in the facility after the transition phase is complete. Transition end point criteria will take the form of a document addressing both regulated and non-regulated equipment and systems. This document will be submitted to Ecology and EPA the lead regulatory agency in conjunction with the preclosure work plan and S&M plan. Transition end point criteria will not be inconsistent with or prejudice the development of acceptable end state criteria. Changes to approved transition end point criteria will be coordinated with the regulators lead regulatory agency, and approved for changes affecting regulated units and hazardous substances that will remain in the facility.

148.5.4 Surveillance and Maintenance Plan

A surveillance and maintenance (S&M) plan is developed along with transition end point criteria since the selected transition end point criteria directly dictate actions that will be performed during the S&M phase. The S&M plan describes the facility-specific activities to be taken in order to adequately address monitoring, maintenance and operational requirements for the essential systems at a facility. It will ensure that the facility is maintained cost

effectively and in a safe, stable condition that presents no significant threat of release of hazardous substances into the environment and no significant risk to human health and the environment until final disposition is completed. Although the S&M plan evolves throughout the transition phase, focused efforts and coordination with ~~regulators~~ ~~lead regulatory agency~~, tribes and stakeholders are emphasized early in the transition phase to facilitate a mutually agreeable approach to S&M.

The S&M plan will apply to both regulated and non-regulated equipment and systems. Although the S&M plan will be developed to incorporate regulatory, tribal and stakeholder input and values, approval of the S&M plan will be specific to regulated units and hazardous substances in the facility. Post closure care activities will be negotiated with ~~Ecology and EPA~~ ~~lead regulatory agency~~ on a case by case basis and incorporated into the S&M plan.

For facilities that contain RCRA TSD units, the S&M plan developed during the transition phase will be submitted to Ecology and EPA in conjunction with the preclosure work plan and the latest transition end point criteria document.

148.5.5 Proceed with and Complete Transition Activities

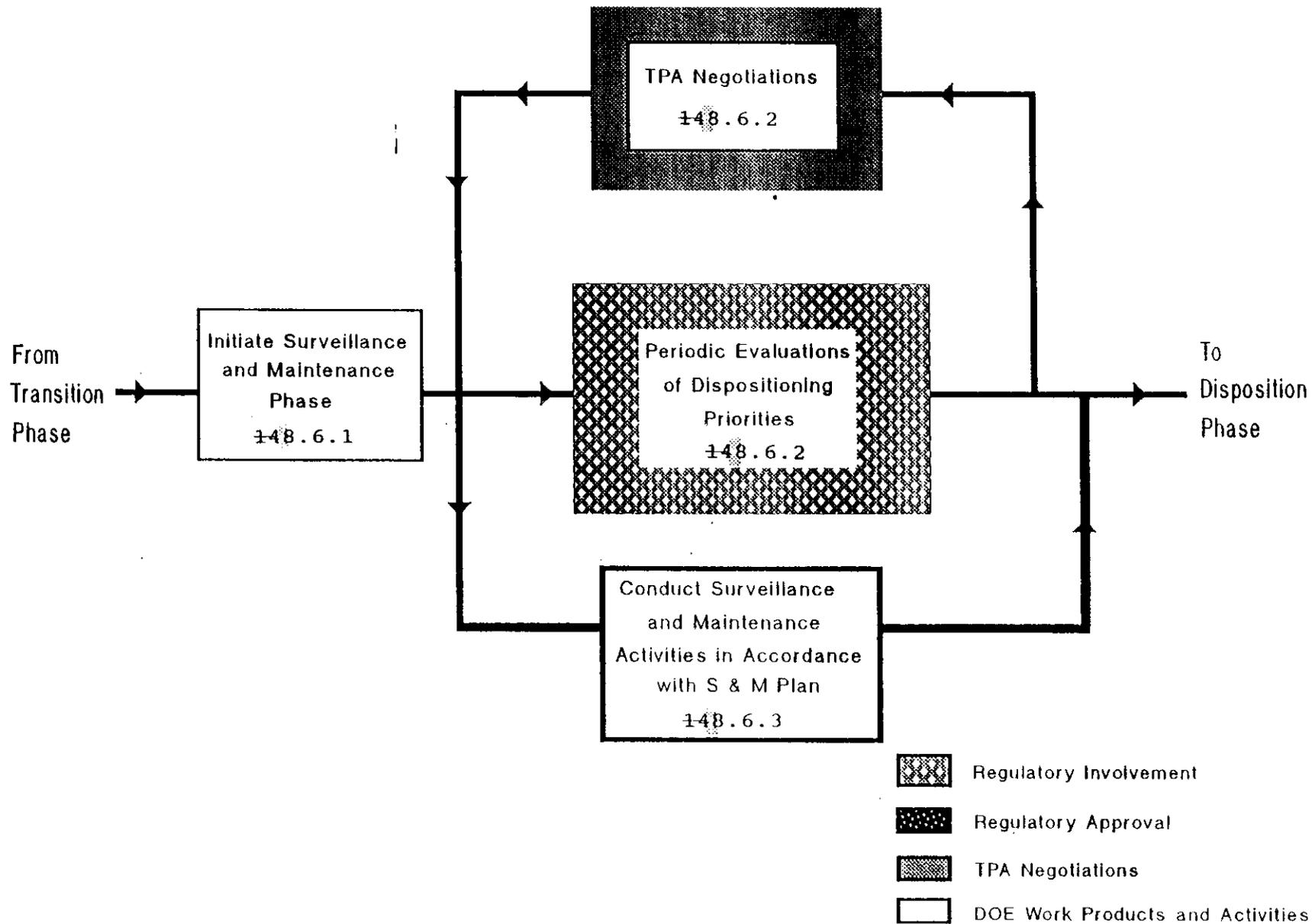
In accordance with transition planning and ~~TPA~~ ~~Agreement~~ negotiations, internal work plans and procedures are developed to aid accomplishing the facility specific transition phase tasks. Procedures provide operational guidance for the workers to achieve the objectives outlined in the facility transition planning documentation. As systems and spaces reach their identified transition end points, S&M activities are initiated consistent with the S&M plan. At the point where all systems and spaces at the facility achieve their respective transition end point conditions, the facility will await transfer to the S&M phase contingent upon verification of achievement of end point criteria (and the acceptance criteria not addressed by the end point criteria). Appropriate records documenting transition related activities will, at a minimum, be maintained through completion of the disposition phase. During the facility decommissioning process, DOE shall comply with all applicable environmental, safety and health, and security requirements.

148.6 SURVEILLANCE AND MAINTENANCE PHASE

The surveillance and maintenance (S&M) phase for facilities is conducted in accordance with the S&M plan developed for each facility. The S&M phase is shown in Figure 148.4. The objectives of the S&M phase are to ensure adequate containment of any contaminants left in place and to provide physical safety and security controls and maintain the facility in a manner that will present no significant risk to human health or the environment.

S&M plans will be prepared by the facility during the transition phase and will address (1) facility surveillance (2) facility maintenance, (3) quality assurance, (4) radiological controls, (5) hazardous material protection,

Figure 148.4 Surveillance and Maintenance Phase Breakdown



(6) health and safety/emergency preparedness, (7) safeguards and security, and (8) cost and schedule. The S&M plan for S&M surplus facilities will be prepared as specified in EM-40 Guidance Documents. During the facility decommissioning process, DOE shall comply with all applicable environmental, safety and health, and security requirements.

148.6.1 Initiation of S&M Phase

The S&M Phase will start after plant operators have verified the transition end points, ~~Ecology, EPA~~ the lead regulatory agency and DOE-HQ have received the verification, and all appropriate approvals have been made and received. Initiation of the S&M phase is shown as the first box in Figure 148.4.

148.6.2 Biennial Evaluations of Disposition Priorities

During the S&M phase, biennial evaluations of long term S&M and disposition plans and schedules will be performed. These evaluations will be performed in conjunction with the biennial reviews discussed in Section 148.3.3 and ~~Tri-Party Agreement~~ negotiations to identify, evaluate and assess the status of Hanford site priorities as well as tribal and stakeholder values. S&M surplus facilities will be included in the evaluation of disposition priorities.

148.6.3 Ongoing S&M Activities

Ongoing S&M activities will be conducted in accordance with the approved S&M plan and associated ~~TPA Agreement~~ commitments until a decision is made by DOE-HQ to initiate the disposition phase, or required by ~~EPA and/or Ecology~~ the lead regulatory agency pursuant to the terms of Sections 148.3.3 or 148.1.

148.7 DISPOSITION PHASE

The disposition phase is envisioned to be analogous to the transition phase, initiated following a decision by DOE, or may result from a decision by ~~EPA and/or Ecology~~ the lead regulatory agency pursuant to the terms of Section 148.1. Figure 148.5 shows a breakdown of the activities associated with the disposition phase. The numbers identified in the boxes correspond with applicable discussion below. Discussion specific to the closure plan revision is deferred to Section 148.8.

148.7.1 Disposition Phase Planning

Early in the disposition phase, project goals and objectives are developed in conjunction with ~~regulatory~~ lead regulatory agency, tribal and public input and involvement to enable a mutually agreeable and efficient disposition of the facility. Development of any required NEPA documentation and land usage agreements initiate the disposition phase and will be used as an aid in identifying or developing necessary disposition phase activities. A cooperative effort among all parties will be required to establish and revise disposition end state criteria to establish the conditions of facilities or facility areas at the end of the disposition phase consistent with applicable requirements and established NEPA and land use determinations. Disposition end state criteria are discussed in greater detail in Section 148.7.3. DOE will initiate discussions with the ~~regulators~~ lead regulatory agency, tribes

and public to identify issues and develop proposals within three months of the DOE-HQ decision to initiate the disposition phase.

148.7.2 Project Management Plan

The Project Management Plan (PMP) is prepared to describe how the disposition phase activities will be managed. The PMP contains work breakdown structures, cost and schedule information, and summarizes major project targets and ~~TPA Agreement~~ milestones. If necessary, a revision to the PMP will be made at the conclusion of the ~~Tri Party Agreement~~ negotiations to ensure consistency with scheduling agreements. The process of developing and revising the project management plan is depicted in Figure ~~148.5~~.

148.7.3 Disposition End State Criteria

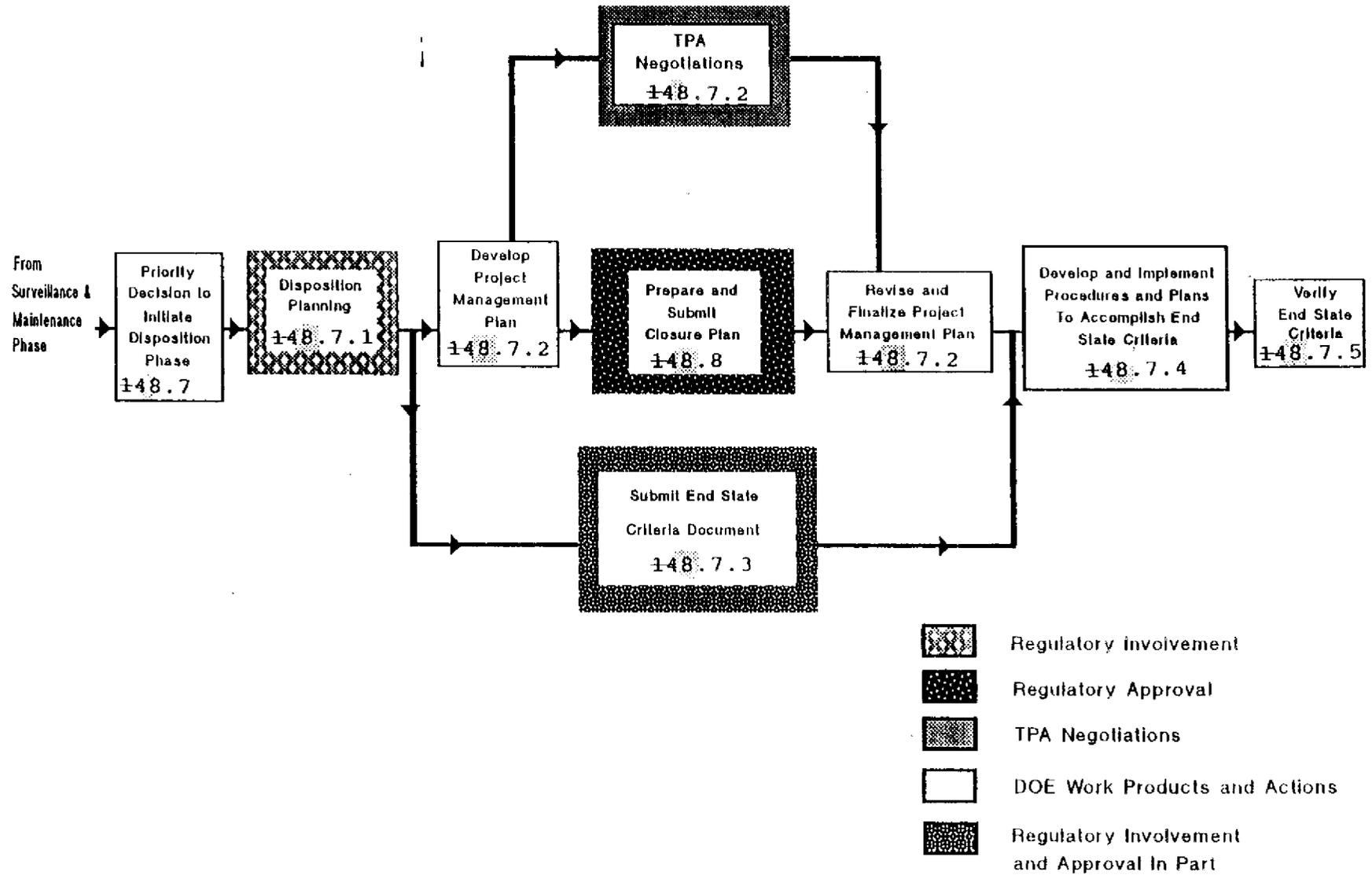
Facility specific disposition end state criteria are developed during the disposition phase with the intent to establish the ultimate acceptable condition of systems and spaces at the end of the disposition phase. Disposition end state criteria will be developed and documented early in the disposition phase in conjunction with the ~~regulator~~ ~~the lead regulatory agency~~, tribes and stakeholders to facilitate mutually acceptable criteria. However, certain aspects of the criteria will evolve during the disposition phase necessitating revision and refinement of the criteria. Aspects of the criteria that are applicable to RCRA TSD units and/or CERCLA hazardous substances shall be developed, revised or refined only with the approval of ~~EPA and/or Ecology~~ ~~the lead regulatory agency~~.

All disposition end state criteria will be initially developed to incorporate ~~regulatory~~ ~~lead regulatory agency~~ and stakeholder input and values. The disposition end state criteria will be contained in a document for both regulated and non-regulated equipment and systems. ~~Ecology and EPA~~ ~~the lead regulatory agency~~ will have approval over disposition end state criteria for regulated RCRA units and hazardous substances proposed to remain in the facility. This document will be submitted to ~~Ecology and EPA~~ ~~the lead regulatory agency~~ in conjunction with any necessary closure plan.

148.7.4 Proceed with and Complete Disposition Phase Activities

In accordance with disposition planning and associated ~~TPA Agreement~~ commitments, internal procedures will be developed to accomplish facility-specific disposition phase tasks. Identified necessary procedures provide operational guidance for the workers to satisfy the objectives outlined in the disposition planning documentation. At the point where all systems and spaces at the facility achieve their respective disposition end state conditions, final disposition is achieved and the end state criteria will be verified. Appropriate records documenting transition and closure related activities will be maintained on file. During the disposition phase DOE shall comply with applicable environmental law, safety and health, and security requirements.

Figure 148.5 Disposition Phase Breakdown



148.7.5 Verification of Disposition End State

During the closeout and verification of the disposition phase, achievement of the disposition end state criteria will be verified. DOE will perform verification surveys and samplings. Independent verification will be performed by a sub-contractor to DOE specifically retained to verify if disposition end states have been achieved. Verification will specifically tie to closure planning requirements for applicable regulated units. All verification results, regardless of the methods used, will be available to the public.

148.7.6 Integration of Disposition Phase with Operable Units

As shown on Figure 148.1, some facilities will be addressed fully in conjunction with operable unit activities under Section 7.0. These facilities are not addressed in this section. For those facilities that are only partially addressed as part of the operable unit activity, the remaining disposition phase activities will be planned and conducted under this section. This may include the management of soil contamination not accessible during the operable unit activity.

In the event facility disposition proceeds prior to the operable unit activity, the disposition of any contaminated soils and site restoration activities may be deferred to follow-on operable unit activities under Section 7.0, and not addressed in this section.

148.8 PRECLOSURE WORK PLAN AND RCRA CLOSURE PLAN

Washingtons' HWMA and associated regulations contained in Chapter 173-303 WAC require owners or operators of dangerous waste treatment, storage or disposal facilities to have a written and approved closure plan. DOE, Ecology and EPA have established a mutually acceptable closure plan format that is being used currently for Hanford Site closure plans. The basic closure plan format contains the following nine chapters: 1) Introduction, 2) Facility Description, 3) Process Information, 4) Waste Characteristics, 5) Groundwater Monitoring, 6) Closure Strategy and Performance Standards, 7) Closure Activities, 8) Postclosure Plan, and 9) References.

The nature of the decommissioning process has led DOE, Ecology and EPA to evaluate the timing of RCRA closure at key facilities. The phased decommissioning process combined with the requirements of NEPA and future land use determinations will often make completion of RCRA closure activities during the transition or S&M phases impracticable. In cases where timely completion of TSD unit closure is practicable, DOE will prepare, and submit to Ecology for review and approval, a complete closure plan for implementation during the transition phase. In cases where physical conditions and/or unknowns prevent timely completion of closure, DOE will prepare, and submit to Ecology for review and approval, a preclosure work plan for implementation during the transition phase. The preclosure work plan will detail actions to be completed during the transition phase in order to facilitate full RCRA closure in the future. These efforts may include removal of dangerous wastes and hazardous substances and/or removal or decontamination of equipment or structures contaminated with dangerous wastes or hazardous substances. The content of the preclosure work plan and its relationship to the RCRA closure plan are summarized in Table 148.2. The transition phase will not be

considered complete until DOE has either completed RCRA closure and/or implemented an ~~regulatory lead regulatory~~ agency approved preclosure work plan. In cases where closure is not completed during the transition phase, the S&M plan for the key facility will address RCRA compliance. It is anticipated that, for such units, RCRA closure will be conducted during the disposition phase, however, Ecology and/or EPA may, at any time, choose to accelerate closure timing and/or initiate final closure in order to assure timely protection of human health and the environment. ~~Tri Party Agreement~~ negotiations during the transition and disposition phases will establish ~~TPA Agreement~~ milestones and target dates applicable to preclosure and closure activities.

In addition to ~~its their~~ review and approval of RCRA closure plans and preclosure work plans, ~~EPA and Ecology~~ the lead regulatory agency will have regulatory involvement in establishing acceptable transition end point and disposition end state criteria for the facility systems and spaces. The transition end point and disposition end state criteria documents will be submitted to ~~EPA and Ecology~~ the lead regulatory agency with closure plans and/or preclosure work plans during the transition and/or disposition phases as appropriate (e.g., if closure will occur during the transition phase, the transition end point criteria document will be submitted with the RCRA closure plan). ~~EPA and Ecology~~ The lead regulatory agency will also have involvement in and receive an S&M plan for each key facility. The S&M plan will be developed by DOE and submitted to ~~EPA and Ecology~~ the lead regulatory agency during the transition phase in conjunction with the transition end point criteria document and closure plan or preclosure work plan. When Approved, the S&M Plan will document hazardous substances to be left at the facility during the S&M phase.

148.9 SURVEILLANCE AND MAINTENANCE SURPLUS FACILITIES MANAGEMENT

Facilities on the Hanford Site transferred from the Operations phase to the S&M phase prior to 1992 (prior to facility transition projects) are collectively defined in this document as S&M surplus facilities.

148.9.1 Surveillance and Maintenance Phase

S&M surplus facilities are currently in the S&M phase, and will continue to be managed in accordance with the EM-40 Guidance Document and other applicable regulations. This entails using the existing S&M procedures to control day to day activities and the preparation of an S&M plan (per paragraph 148.6) to describe the overall management of the facilities until disposition phase activities commence. The ongoing S&M activities are designed to maintain the facilities in a safe and stable condition, assuring there are no significant threats of release of hazardous substances into the environment and no significant risks to human health and the environment.

148.9.2 Disposition Phase

Disposition phase schedules for S&M surplus facilities will be consistent with the approach discussed in Section 148.3. This approach will integrate S&M

surplus facility disposition phase actions with Section 7.0 operable unit remedial actions, as appropriate.

Table 148.2 Preclosure Work Plan and Closure Plan Elements *

Cpt	Description	Preclosure Work Plan Submitted During Transition Phase	Closure Plan Submitted During Disposition Phase
1	Introduction	ALL	ALL
2	Facility Description	ALL	ALL
3	Process Information	ALL	ALL
4	Waste Characteristics	ALL	ALL
5	Groundwater Monitoring	Documents the nature and extent of groundwater contamination that has occurred and describes actions necessary during the S&M phase	Documents details of groundwater investigation, necessary remediation and monitoring (may be conducted in conjunction with applicable CERCLA operable unit and RI/FS process)
6	Closure Strategy and Performance Standards	Documents the preclosure strategy, end point criteria performance standards and necessary transition phase preclosure activities. This chapter will contain a qualitative assessment of anticipated closure and postclosure outcomes, if known (i.e., clean closure or otherwise)	Remaining details including closure of secondary containment, end state of systems and material left in place, final disposition of vessels, end state of canyon structures and integration with CERCLA remedial activities. Includes cross references to surveillance and maintenance plan
7	Closure Activities	Detailed description of any closure activities and schedule(s)	Describes the remaining closure information/activities related to disposition phase
8	Postclosure Plan	Postclosure activities will be addressed to the extent known	Detailed Postclosure plan if decision is made to leave waste in place
9	References	Includes references used in transition phase of the preclosure work plan	Includes all remaining references

* Requirements of a RCRA closure plan are specified in 40 CFR 264 and Chapter 173-303 WAC, and are only briefly summarized here

All disposition phase actions will be performed in accordance with federal and state hazardous waste law, and the EM-40 Guidance Document. Disposition end state criteria will require ~~regulatory lead regulatory agency~~ approval if DOE proposes to leave hazardous substances in place at the facility.

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9.0 DOCUMENTATION AND RECORDS

This section categorizes the documents that are described in this action plan, and describes the processes for their review and comment and for their revision if required. In addition, this section identifies the distribution requirements for documents and the requirement for an administrative record.

9.1 CATEGORIZATION OF DOCUMENTS

For purpose of the action plan, all documents will be categorized as either primary or secondary documents. Primary documents are those which represent the final documentation of key data and reflect decisions on how to proceed. Table 9-1 provides a listing of primary documents. Secondary documents are those which represent an interim step in a decision-making process, or are issued for information only and do not reflect key decisions. Table 9-2 provides a listing of secondary documents. Note that only primary documents are subjected to the dispute resolution process in accordance with the Agreement.

9.2 DOCUMENT REVIEW AND COMMENT PROCESS

9.2.1 Primary Documents (with exception of Part B Permit Applications and Closure/Postclosure plans)

Figure 9-1 provides the process flow for reviewing and commenting on primary documents. The flowchart reflects the multiple paths that a primary document may take depending on the type and extent of comments received. The time periods for specific actions are as noted on Figure 9-1. The process shown in Figure 9-1 does not preclude either the EPA or Ecology (whichever has authority regarding the primary document) from taking enforcement action at any point in the process for failure to perform. Comments may concern all aspects of the document (including completeness) and should include, but are not limited to, technical evaluation of any aspect of the document, and consistency with RCRA, CERCLA, the NCP, and any applicable regulations, pertinent guidance or written policy. Comments by the lead regulatory agency shall be provided with adequate specificity so that the DOE can make necessary changes to the document. Comments shall refer to any pertinent sources of authority or references upon which the comments are based and, upon request of the DOE, the commenting agency shall provide a copy of the cited authority or reference. The lead regulatory agency may extend the comment period for a specified period by written notice to the DOE prior to the end of the initial comment period.

Representatives of the DOE shall make themselves readily available to the ~~EPA and Ecology~~ lead regulatory agency during the comment period for the purposes of informally responding to questions and comments. Oral comments made during these discussions are generally not the subject of a written response by the DOE.

Upon receiving written comments from the lead regulatory agency, the DOE will update the document and/or respond to the comments (for closure plans, comments will be provided in the form of an NOD). The response will address all written comments and will include a schedule for obtaining additional information if required. The DOE may request an extension for a specified

period for responding to the comments by providing a written request to the lead regulatory agency.

Table 9-1. Primary Documents.

Remedial investigation/feasibility study (RI/FS) work plan
Remedial investigation (RI) Phase II report
Feasibility study (FS) Phases I and II report
FS Phase III report
Proposed plan
Remedial design (RD) report
Remedial action (RA) work plan
Operation and maintenance (O&M) plan
Closure plan
Part B Permit Application (for operation and/or postclosure)
RCRA facility assessment (RFA) report
RCRA facility investigation/corrective measures study (RFI/CMS)
work plan
RCRA facility investigation (RFI) report (Final)
Corrective measures study (CMS) report (Preliminary and final)
Corrective measures implementation (CMI) work plan
Corrective measures design (CMD) report
Interim response action (IRA) proposal
Interim measure (IM) proposal
Other work plans (As specified in Section 11.5)
Other documents as specified elsewhere in the Agreement

Table 9-2. Secondary Documents.

Hanford Operable Units Report (Currently titled "Preliminary Operable Units Designation Project")

RI Phase I report

RFI Report (Preliminary)

Hanford Site waste management units report

Sampling and data results

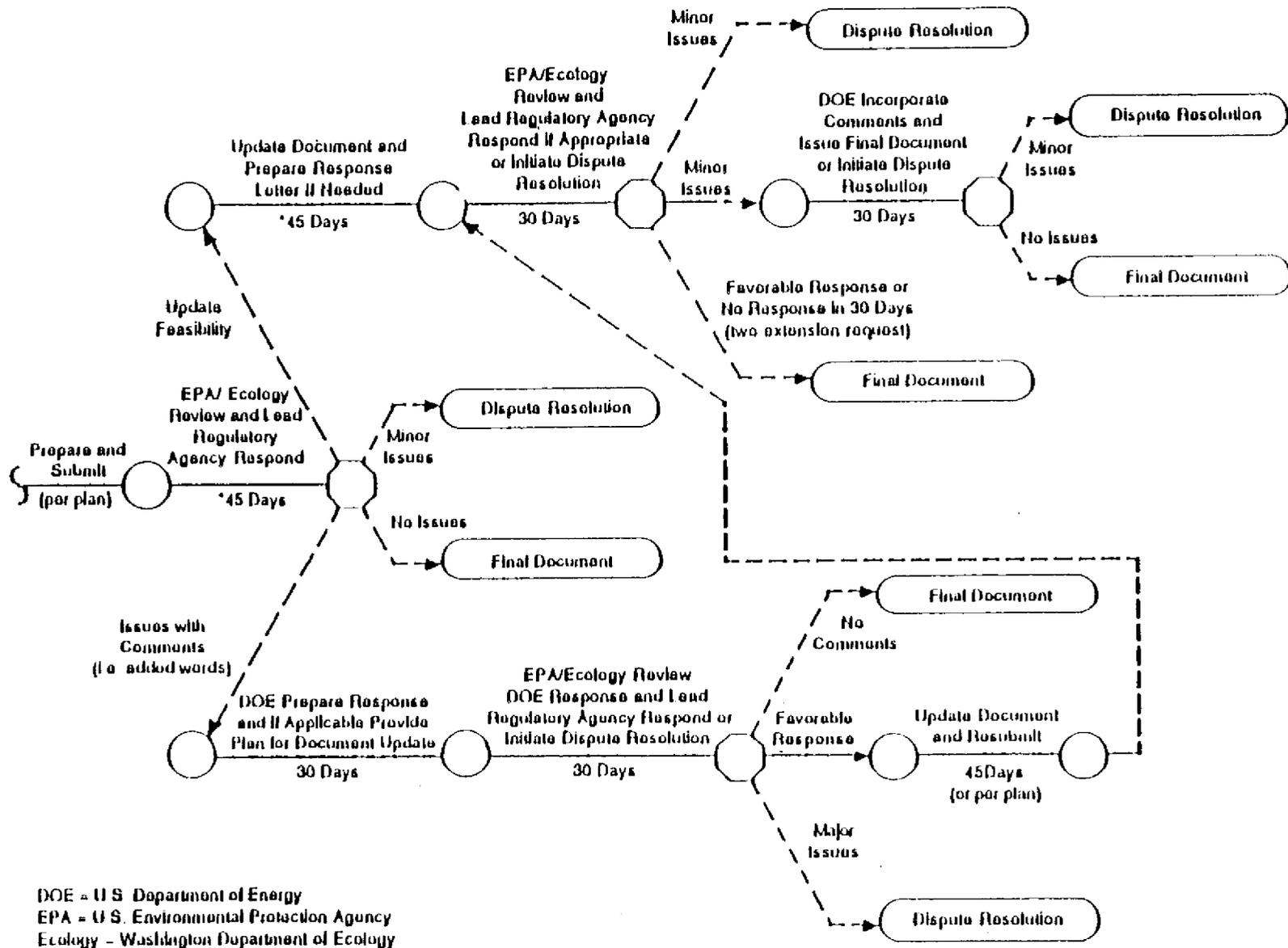
Treatability Investigation Work Plan*

Treatability Investigation Evaluation Report

Supporting studies and analyses

Other related documents, plans, and reports not considered as primary

*Per Section 7.3.6, selected treatability investigation work plans can be established as primary document by the lead regulatory agency ~~(or EPA and Ecology for those performed outside of a specific operable unit)~~.



DOE = U.S. Department of Energy
EPA = U.S. Environmental Protection Agency
Ecology = Washington Department of Ecology

*With exception of 60 days for RI/FS work plans and RFI/CMS work plans

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Figure 9-1. Review and Comment on Primary Documents. (See Figure 9-2 for Part B Permit Application and Closure/Postclosure Plan Review)

Upon receiving responses to the comments on a primary document, the lead regulatory agency will evaluate the responses. In the event that the responses are inadequate, the matter will enter the dispute resolution process as set forth in the Agreement. However, dispute resolution related to NODs cannot be initiated until after two NODs have been issued by the lead regulatory agency, unless otherwise agreed to by ~~all parties~~ the DOE and the lead regulatory agency. It is anticipated that the majority of the disputes will be resolved during the informal dispute resolution period. Within 21 days of completion of the dispute resolution, or within 30 days of receipt of the lead regulatory agency evaluation of the responses if there is no dispute, the DOE will incorporate the resolved comments into the document. The DOE may extend the period for revising the document by obtaining written approval of the lead regulatory agency.

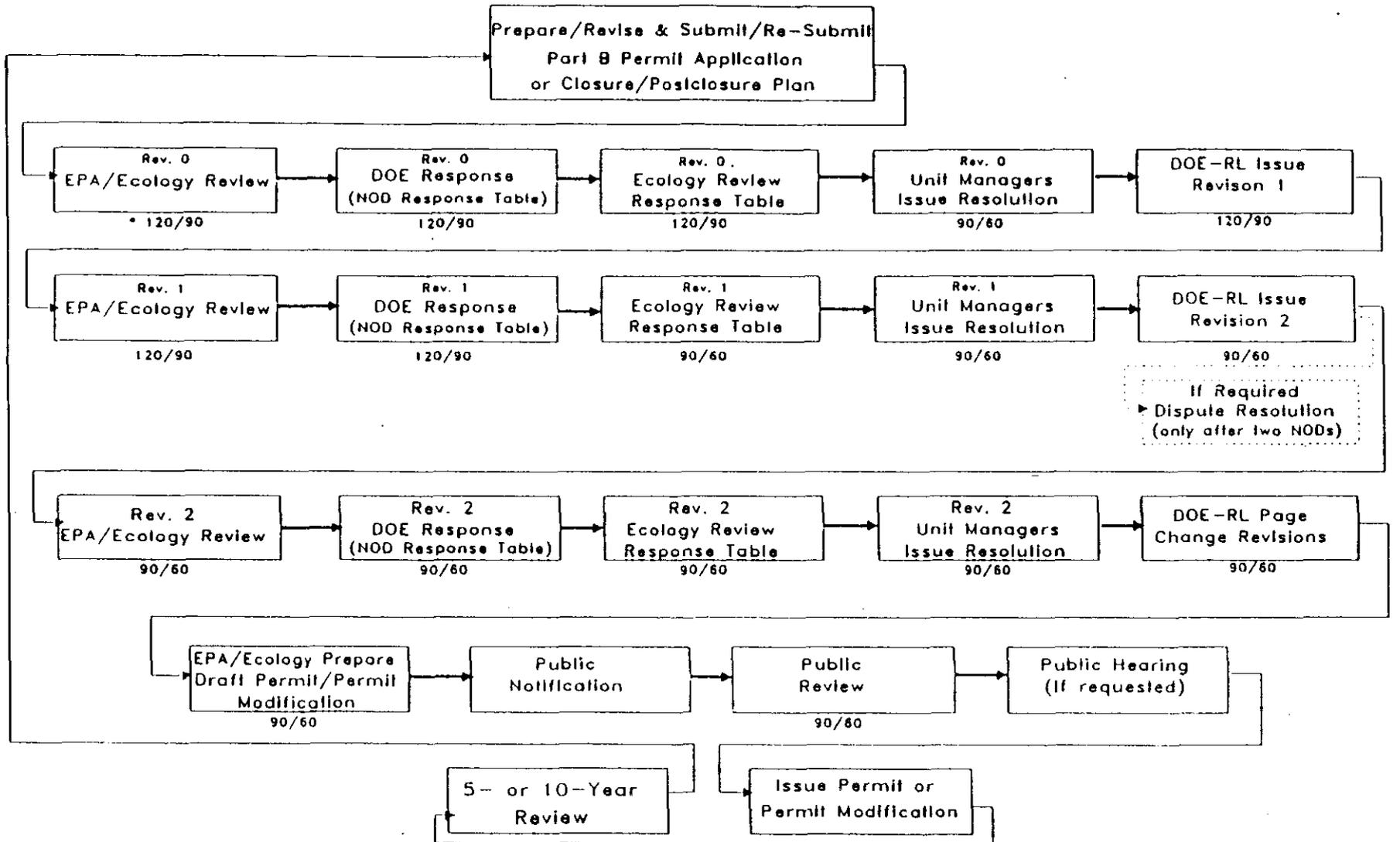
Upon receiving an updated document, the lead regulatory agency will determine if the document is complete. If major issues still exist, the dispute resolution process can be initiated. If the document is complete, or only minor modifications are necessary, the lead regulatory agency will so notify the DOE. If the lead regulatory agency does not respond and has not notified DOE of the need for an extension, the document becomes final at the end of the 30-day period.

9.2.2 Part B Permit Applications and Closure/Postclosure Plans (Operations and Postclosure)

The process for review of Part B Permit Applications and Closure/Postclosure Plans will be different than for other primary documents due to the size and complex nature of these documents. In addition, Part B Permit Applications do not receive final "approval" from the regulatory agencies. These documents, when complete, are used to form permit conditions. Portions of the applications will be incorporated into the permit along with permit conditions.

Figure 9-2 shows the process for review of Part B Permit Applications and Closure/Postclosure Plans. Upon receiving these documents from the DOE, the lead regulatory agency will provide comments as outlined in Figure 9-2. It is understood by the parties that in many cases the lead regulatory agency will extend the comment period for a specified period of time to accommodate the complexity and size of the document.

If the Part B Permit Application or Closure/Postclosure Plan is determined to be incomplete, comments will be transmitted by the lead regulatory agency in the form of an NOD. Upon receiving an NOD, the DOE will update the document as necessary by following the review/response process outlined in Figure 9-2. With concurrence of the lead regulatory agency, the update may be in the form of either supplemental information to, or a revised portion of, the previously submitted Part B Permit Application or Closure/Postclosure Plan. If the DOE is unable to comply with this timeline, it may request an extension within 30 days of receipt of the NOD. This request will include specific justification for granting an extension, a detailed description of actions to be taken, and the proposed date for resubmittal of the application.



* Permit or Closure/Postclosure
Days for Completion

DOE = U.S. Department of Energy
Ecology = State of Washington Department of Ecology
EPA = U.S. Environmental Protection Agency
NOD = Notice of Deficiency

Figure 9-2. Part B Permit Application and Closure/Postclosure Plan Process Flowchart.

Dispute resolution for NODs cannot be initiated until two NODs have been issued by the lead regulatory agency, unless agreed to by ~~all parties~~ ~~the Lead Regulatory Agency and DOE~~. Once an application or closure plan is determined by the lead regulatory agency to be complete, the agency will begin drafting the permitting document. The permitting actions are also shown in Figure 9-2. The process for development and maintenance of the Hanford Site permit is discussed in Section 6.2.

In addition to standard public notification procedures, the public will be informed about proposed permit and closure actions in the "Hanford Newsletter" and at quarterly public meetings. However, it is anticipated that in many cases, comments from the public will result in a public hearing on the draft document. All comments on the draft document, including those received during the public hearing will be addressed in a response summary and incorporated in accordance with 173-303-840(7) and (9) WAC. Public hearing opportunities are further discussed in Section 10.7.

9.2.3 Secondary Documents

Figure 9-3 provides the process flow for reviewing and commenting on secondary documents. As shown, ~~the EPA and Ecology have the lead regulatory agency~~ has the option to provide comments or take no action. If comments are provided by the lead regulatory agency, then the DOE will respond in writing. The same criteria for review presented in Section 9.2.1 for primary documents will be used for secondary documents. Secondary documents are not subject to dispute resolution.

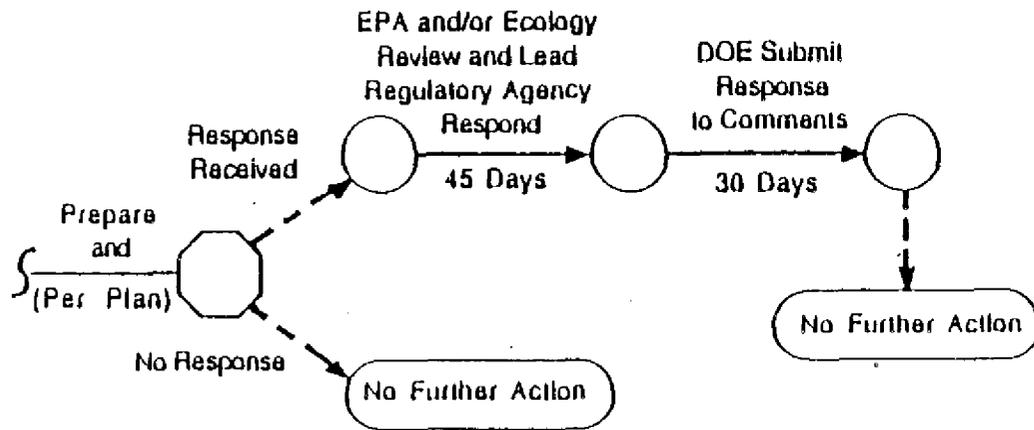
9.3 DOCUMENT REVISIONS

Following finalization of a document, ~~the EPA, Ecology~~ ~~the lead regulatory agency~~, or the DOE may seek to modify the document. Such modifications may require additional field work, pilot studies, computer modeling, or other supporting technical work. This normally results from a determination, 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. The requesting party may seek such a modification by submitting a concise written request to the appropriate project manager(s).

In the event that a consensus on the need for a modification is not reached by the project managers, ~~any party~~ ~~either the DOE or the lead regulatory agency~~ may invoke dispute resolution, in accordance with the Agreement, to determine if such modification shall be ~~conducted~~ ~~made~~. Modification of a report shall be required only upon a showing that the requested modification could be of significant assistance in evaluating impacts on the public health or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

Nothing in this section shall alter the lead regulatory agency's ability to request the performance of additional work in accordance with the Agreement. If the additional work results in a modification to a final document, the review and comment process will be the same as for the original document. Minor changes to approved plans which do not qualify as minor field changes under Section 12.4 can be made through use of a change notice. Such plans include RI/FS work plans, remedial action work plans, RFI/CMS work

plans, CMI work plans, and other work plans as described in Section 11.5.
(Modifications to permits and closure plans will be ~~done~~ made in accordance
with



DOE - U.S. Department of Energy
Ecology - State of Washington Department of Ecology
EPA - U.S. Environmental Protection Agency

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Figure 9-3. Review and Comment on Secondary Documents.

applicable procedures specified in 173-303 WAC and 40 CFR 270.41-). The change notice will not be used to modify schedules contained within these supporting plans. Such schedule changes will be made in accordance with Section 12.0, Changes to Action Plan/Supporting Schedules.

Minor changes to approved plans include specific additions, deletions, or modifications to its scope and/or requirements which do not affect the overall intent of the plan or its schedule. The lead regulatory agency will evaluate the need to revise the plan. If the revision is determined to be necessary, the lead regulatory agency will decide whether it can be accomplished through use of the change notice, or if a full revision to the plan in accordance with this section is required.

The change notice will be prepared by the appropriate DOE unit-project manager and approved by the assigned unit-project manager from the lead regulatory agency. The approved change notice will be distributed as part of the next issuance of the applicable unit-project managers' meeting minutes. The change notice will thereby become part of the Administrative Record. The change notice form shall, as a minimum, include the following:

- Number and title of document affected
- Date document last issued
- Date of this change notice
- Change notice number
- Description of change
- Justification and impact of change (to include affect on completed or ongoing activities)
- Signature blocks for the DOE and lead regulatory agency unit-project managers

9.4 ADMINISTRATIVE RECORD

The administrative record serves basically the same purpose in the CERCLA, RCRA, and State dangerous waste programs. The administrative record is the body of documents and information that is considered or relied upon in order to arrive at a final decision for remedial action or hazardous waste management.

The requirements governing the administrative record for a CERCLA response action are found in Section 113(k) of the CERCLA. Executive Order 12580 and CERCLA guidance documents provide that the administrative record is to be maintained by the regulated Federal facility (i.e., the DOE). The RCRA requirements pertaining to the record are found in 40 CFR 124.9 and 124.18. The State dangerous waste program requirements for the record are found in 173-303-840 WAC.

An administrative record will be established for each operable unit and TSD group and will contain all of the documents containing information considered in arriving at a record of decision or permit. When the

investigation process begins at each operable unit or when a permit action for a TSD unit (or group of units) is initiated, the administrative record file will be available to the public for review during normal business hours at the following location:

- Westinghouse Hanford Company
Environmental Data Management Center
2440 Stevens Center
Room 1101
Mail Stop: H6-08
Richland, Washington 99352

Two additional copies of the file will also be available to the public, during normal business hours, located as follows:

- EPA Region 10
Superfund Administrative Record Center
1200 Sixth Avenue
Park Place Building
Mail Stop: HW-113
Seattle, Washington 98101
- Washington State Department of Ecology
300 Desmond Drive
P.O. Box 47600
Lacey, Washington 98503

The DOE will compile and maintain the administrative record file at Richland, Washington, and provide copies to the EPA and Ecology for their respective files. At the time when the decisional document is signed, all documents forming the basis for selection of the final action(s) must have been placed in the administrative record file. Microfilm copies will be regularly provided to the EPA and Ecology for use in their files. This will include microfilm for all documents included since the last set of microfilm was provided. Microfilm readers will be made available for use at these locations.

A microfilm copy and one hard copy of the administrative records will be maintained in the Richland administrative record file. After one year following the CERCLA record of decision or RCRA permit determination, the hard copies of administrative record documents issued up to those decision points may be removed from the administrative record file. The microfilm copies will be kept on file for a minimum of 10 years. The final decision documentation (i.e., CERCLA proposed plan and record of decision, and RCRA permit) will be maintained in hard copy through completion of all remedial actions or the term of the permit. Current versions of all general documents (e.g., guidance and applicable procedures) will be maintained in hard copy throughout the RI/FS process or through the term of the permit.

Certain types of documents will be included in the administrative record in all cases when considered applicable to one or more operable units or TSD groupings. These documents are shown in Table 9-3.

Table 9-3. Administrative Record Documents. (sheet 1 of 2)

Factual Information/Data (CERCLA)

Remedial investigation/feasibility study work plan
Remedial investigation Phase I report
Feasibility study Phase I and II report
Feasibility study Phase III report
Proposed plan
Abatement proposal
Interim response action proposal
Documentation of preliminary assessment/site investigation
Treatability study work plan and characterization plan
ATSDR health assessment
Preliminary natural resource survey (by natural resource trustee)
Procedures as specified in work plans
Supplemental work plan
Health assessment
Work plan change notice
Sample data results

Factual Information/Data (RCRA)

Closure Plan
Permit application (Part A and Part B)
Draft permit (or permit modification) or notice of intent to deny
Statement of basis or fact sheet, including all resources to documentation
RCRA facility assessment report
RCRA facility investigation/corrective measures study work plan
RCRA facility investigation report (preliminary and final)
Corrective measures study report (preliminary and final)
Interim measure proposals
Procedures as specified in work plans
Work plan change notice
Sample data results

Policy and Guidance

Memoranda on policy decision
Guidance documents
Supporting technical literature

Decision Documents

Record of Decision
Responsiveness summary
Letters of approval
Action memoranda
Waiver requests and regulatory agency responses
Final determination pursuant to dispute resolution

Table 9-3. Administrative Record Documents. (sheet 2 of 2)

Enforcement Documents

Federal Facility Agreement and Consent Order including Action Plan
Administrative orders
Consent decrees
Affidavits

Tribal Participation

Correspondence to or from the Tribes
Tribal comments
Responses to Tribal comments

Public Participation

Community relations plan
Correspondence to or from the public
Public notices
Public comments
Public meeting minutes
Public hearing transcripts
Responses to public comments
Fact sheets (public information bulletins)

For those which are designated as primary documents (see Table 9-1) the administrative record will include:

- All drafts submitted to the regulatory agencies for review and/or approval
- ~~Written comments from the support regulatory agency to the lead regulatory agency~~Any documents submitted by the non lead regulatory agency to the lead regulatory agency for inclusion in the Administrative Record
- Written comments from the lead regulatory agency to DOE (to include Notice of Deficiency on a Permit Application)
- DOE written responses to comments received from the lead regulatory agency
- Final document and any subsequent revisions
- Drafts which are submitted for public comment.
- For public comment documents, the public comments and lead regulatory agency responses (if no comments are received, a letter from the lead regulatory agency shall be included documenting that fact).

For those which are designated as secondary documents (see Table 9-2), the administrative record will include:

- Final document and any subsequent revisions
- ~~Written comments from the support regulatory agency to the lead regulatory agency, if provided~~Any documents submitted by the non lead regulatory agency to the lead regulatory agency for inclusion in the Administrative Record
- Written comments from the lead regulatory agency to DOE, if provided
- DOE written responses to comments received from the lead regulatory agency.

Drafts of documents which are undergoing internal review within any party will not be included in the administrative record.

In addition to those documents listed in Table 9-3, the ~~unit~~project managers for each party will determine which additional documents should be included in the administrative record. This may include:

- Validated sampling and analysis results
- Supporting technical studies and analyses
- Inspection reports and follow up responses.

The ~~unit~~project managers will meet at least monthly, as described in Section ~~8.2.4.1~~. During these meetings, the ~~unit~~project managers will decide which documents are appropriate for inclusion in the record. The DOE ~~unit~~project manager will then notify the administrative record staff of these documents to be added to the record.

For public participation documents listed on Table 9-3 the community relations staff for any party may transmit any document which they generate or receive directly to the administrative record staff, with a copy to each affected ~~unit~~project manager.

Any documents that the regulatory agency has determined to be subject to an applicable privilege, and that are part of the administrative record, shall be maintained exclusively in ~~confidential administrative record~~ files of the appropriate parties until such time as enforcement action has been taken or the privilege has been waived.

The DOE will maintain an index of all documents entered into the administrative record. A current copy of the index will be distributed at least quarterly to each administrative record file, and each public information repository, and ~~each project manager will be available for inspection by any of the parties.~~

9.5 DISTRIBUTION OF DOCUMENTS AND CORRESPONDENCE

- ~~• Unit managers' correspondence, not affecting decisions on remedial actions, is sent to the following:
— Unit managers for the operable unit at all three parties
— Project managers at all three parties~~
- ~~• Unit managers' correspondence, affecting decisions on remedial actions, is sent to the following:
— Unit managers for the operable unit at all three parties
— Project managers at all three parties
— Administrative record files~~
- ~~• Project managers' correspondence, not affecting decisions on remedial actions, is sent to the following:
— Project managers at the other two parties
— Affected unit managers~~
- ~~• Project managers' correspondence, affecting decisions on remedial actions, is sent to the following:
— Project managers at the other two parties
— Administrative record files
— Affected unit managers~~
- ~~• Final primary or secondary documents and draft primary documents are sent to the following:
— Unit managers for the operable unit at all three parties~~

~~Project managers at all three parties~~
~~Administrative record files~~

Documents and Correspondence shall be sent to affected project managers, and the administrative record files as appropriate. Final primary and secondary documents and draft primary documents are sent to the affected project managers from DOE and the Lead Regulatory Agency and the administrative record files, as appropriate.

Note: Documents distributed to the public information repositories are specified in the Community Relations Plan.

9.6 DATA ACCESS AND DELIVERY REQUIREMENTS

9.6.1 Data Reporting Requirements

The ~~unit~~ project managers will provide a list of the nonlaboratory data collected at each operable unit, and TSD group/unit on behalf of their respective parties at the monthly unit managers meetings. This will allow each party to determine its data needs and to establish the format, quality, and timing for submitting the data.

9.6.2 TPA Agreement Data

Ecology and EPA shall be granted access to all data that is relevant to work performed, or to be performed, under the TPA Agreement. Access to TPA Agreement related databases will be documented in the TPA Agreement Appendix F document "TPA Agreement Databases, Access Mechanisms, and Procedures" (includes all databases and the method of accessing each database). This document will also describe method(s) for regulatory access to DOE communications networks and system configurations to meet electronic transfer of data.

9.6.3 Validation

Data validation shall be performed in accordance with approved sampling and analysis plans and quality assurance project plans (QUAPjPs). Laboratory analytical data validation procedure shall incorporate *Data Validation Guidelines for Contract Laboratory Program Organic Analyses* and *Data Validation Guidelines for Contract Laboratory Program Inorganic Analyses*. The DOE shall make available to EPA and Ecology validated and unvalidated laboratory analytical data. Any document produced by any of the three parties which contains unvalidated or otherwise caveated data shall be marked as such.

~~Ecology and EPA~~ The lead regulatory agency shall be notified of the availability of laboratory analytical data via electronic mail, facsimile transmission, or other means as agreed by the parties involved. Notification shall occur within one week of data entry and shall include the following information:

- date(s) of collection
- unit(s) where data collected
- type of data, e.g., ground water
- location of where data is stored, e.g., database
- unique identifier given to each piece of data, e.g., sample ID.

9.6.4 Non-Electronic Data Reporting

For data not available in electronic format, DOE shall meet the data reporting requirements by providing a summary list of new data at the ~~unit project managers meetings~~, or as otherwise requested by ~~EPA or Ecology~~ the lead regulatory agency. This list will include, at a minimum, the information described in the preceding paragraph addressing notification. The lead regulatory agency shall determine on a case-by-case basis if data warrants a more detailed presentation or analysis. This reporting method shall also be used for field screening data. Field screening data shall be accompanied by maps or sketches with sufficient detail to determine where the data was obtained.

The information shall be submitted to the requesting party within ten days of receipt of ~~EPA's or Ecology's~~ the lead regulatory agency's written request, or as otherwise agreed to by the parties involved. In addition, other reporting requirements may be specifically required by the RCRA permit, RCRA closure plans or work plans.

9.6.5 Electronic Data Access Requirements

EPA and Ecology shall have direct read, retrieve, and transfer access to all relevant electronic data and databases. All validated data will be entered into the selected database in accordance with the Data Delivery Schedules in Section 9.6.6. Unvalidated data will be available within 7 days after receipt from the laboratories. Electronic access to Hanford data will be provided to EPA, Ecology and their respective contractor staff when:

- The computer network infrastructure is available to support user access (for systems that cannot support direct access data shall be provided through redundant systems or through copies of data stored in other systems), and
- The database system is accessible and utilized by Hanford personnel doing ~~TPA Agreement~~ related work.

9.6.6 Data Delivery Schedules

The level of quality assurance for each characterization sample shall meet the requirements of ~~Tri-Party Agreement~~ Article XXXI (Quality Assurance) and shall depend on the specified Data Quality Objectives (DQO) as stated in the specific sampling and analysis plans and quality assurance project plans (QAPjPs). Laboratory analysis and quality assurance documentation, including validation, and transmittal to the regulators, shall be limited to the following schedule:

- Transuranic and hot cell samples - 136 days annual average, but not to exceed 176 days
- Single-shell tank samples - 216 days
- Low-level and mixed waste (up to 10 mr/hour) samples - 111 days annual average, but not to exceed 126 days
- Nonradioactive waste samples - 86 days.

All schedules in this section are effective beginning with the date of individual sampling activities. For unique circumstances, a schedule other than that specified in this section can be agreed to by DOE and the lead regulatory agency. The DOE will integrate all of the data discussed in this section into the appropriate databases and reports.

9.6.7 Other Data Reporting Requirements

The TPA Strategic Data Management Plan (reference M-35-02) will identify what types of information the DOE will index and a schedule to accomplish the indexing. The indexes will be available to all parties. Depending on the information, the regulators may request the information either electronically and/or by hardcopy. The hardcopy information shall be provided by DOE within 10 days after receipt of written request.

9.6.8 EPA and Ecology Data

Analytical data that is developed by EPA and/or Ecology and is of value to the three parties will be made available in the appropriate media to the three parties. The regulator(s) developing the analytical data shall provide the data in a format suitable for data storage and retrieval. Other data or information requests will be reviewed and handled on a 'case-by-case' basis directly by the parties involved.

9.6.9 Data Management Agreements

The Data Management Unit project manager meeting will provide the forum for addressing data management needs and issues. Meetings will be held with EPA and Ecology at a frequency agreed to by the parties.

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10.0 COMMUNITY RELATIONS/PUBLIC INVOLVEMENT

10.1 INTRODUCTION

This section describes, in general, the way in which the public will be involved with the implementation of this action plan. The CERCLA, as amended, requires that a community relations plan (CRP) be approved by the EPA prior to initiation of field work related to an RI/FS. The parties have agreed that the CRP is also the proper mechanism to address the public involvement process for all of the RCRA activity to be conducted pursuant to this action plan. In this way, a single document will specify how the public will be involved in these processes.

A CRP ~~has been drafted which will become~~ is the overall plan for community relations and public involvement. The following sections highlight key elements of the CRP.

10.2 PUBLIC INFORMATION REPOSITORIES

Information will be readily available to the public to ensure meaningful participation. One mechanism for accomplishing this goal is the establishment of public information repositories at major population centers. The locations of the repositories are as follows:

- University of Washington - Suzzalo Library
Mailstop FM-25 - Government Publications
Seattle, Washington 98915
(206) 543-4664
- DOE-RL Public Reading Room
Washington State University/Tri-Cities
100 Sprout Road
Room 130
Richland, Washington 99352
(509) 376-8583
- Portland State University
Branford Price and Millar Library
~~934 SW Harrison and Park~~
P.O. Box 1151
Portland, Oregon 97207
(503) 725-3690
- Gonzaga University
Foley Center
E. 502 Boone
Spokane, Washington 99258
(509) 328-4220, extension ~~3125~~3844

All documents (with exception of drafts) listed on Table 2 of the CRP will be sent to the repositories. In addition, copies of drafts when submitted for public comment will be placed in the repositories. Any additional information or documents will be placed in the repositories as deemed necessary by the ~~project assigned~~ executive managers. In addition to

review of documents at the repositories, the public may also review the administrative record files during normal working hours (see Section 9.4 for discussion and location of administrative records).

10.3 MAILING LISTS AND NEWSLETTER

A single Hanford Site mailing list will be maintained by the DOE for use by all three agencies to ensure consistency. The EPA, Ecology, or the DOE will periodically distribute information in the form of a direct mailing to those persons on the Hanford Site mailing list. Any person may be placed on the Hanford Site mailing list by contacting any of the community relations contacts shown in Appendix E.

A direct mailing will usually be in the form of a public information newsletter. The newsletter is a summary of the status of completed, ongoing, or upcoming activities. In some instances, this newsletter may be used in conjunction with a public notice and/or advertisement (newspaper or radio) to announce an event such as a public meeting, a public hearing, or a formal comment period on a certain document.

10.4 PRESS RELEASES

Any party issuing a formal press release to the media regarding any of the work required by this Agreement shall, whenever practicable, advise the other parties of such press release and the contents thereof, at least 48 hours before the issuance of such a press release.

10.5 PUBLIC MEETINGS

10.5.1 Quarterly Public Information Meetings

The EPA and Ecology, with the assistance of the DOE when requested, will conduct public information meetings at least quarterly. The quarterly meetings will cover significant issues pertaining to CPP units, RPP units, Federal RCRA/State dangerous waste permitting activities, and closure activities that took place during the previous three months. The quarterly meetings will also provide a forum for discussing with the public anticipated events scheduled during the next quarter.

10.5.2 Other Public Meetings

Additional public meetings on either CERCLA or RCRA matters will be scheduled on an as-needed basis, as determined by the EPA or Ecology. Situations involving complex issues or a high level of public interest will be reasons to schedule separate public meetings.

At least one public meeting will be held during the public comment period for each FS Phase III report/proposed plan. At least one public meeting for each CMS report will be held in conjunction with a public meeting for the relevant draft permit (or permit modification) package. Such meetings will be scheduled approximately halfway through the public comment period. All public comments received on these documents, along with the lead regulatory agency's response to comments, will be placed in the administrative record and will be sent to the public information repositories.

10.5.3 Public Notification, Location, and Records

The DOE, at the request of the EPA and/or Ecology, will arrange for all public meetings by means of a public notice in a newspaper of general circulation and a major radio station in the area where the meeting is to be held. The DOE will also distribute a direct mail notice to all persons on the Hanford Site mailing list. All such notices shall be made 2 to 3 weeks prior to the date of the public meeting. The quarterly public information meetings will be scheduled, to the extent practicable, to coincide with public comment periods or other significant events.

The location of any public meeting will be decided in each case by the EPA and/or Ecology. In some cases, the agencies may decide to hold an additional public meeting on a subsequent day at another location.

Upon request by the EPA or Ecology, the DOE will provide an individual to accurately record the events and dialogue at each public meeting. This individual will provide a written meeting summary of the public meeting for review to the EPA, Ecology, requesting agency and the DOE project managers, and the community relations contacts within 14 days following the meeting. The meeting summaries will then be distributed to each of the public information repositories. Any individual may obtain a copy of the meeting summaries by submitting a request, in writing, to any of the community relations contacts listed in Appendix E.

10.6 PUBLIC COMMENT OPPORTUNITIES

The EPA and/or Ecology will make the documents as listed in this section available for public comment. These documents will be placed in the public information repositories. They may also be reviewed at the EPA Region 10 office in Richland, Washington; the Ecology office in Lacey, Washington; or the DOE office in Richland, Washington, by contacting any of the respective project managers community relations contacts listed in Appendix E.

Copies of all public comments received and the agencies' responses to comments will become part of the administrative record and will be sent to the public information repositories. Additionally, copies of all public comments and agency responses will be made available to any person upon written request to any of the community relations contacts listed in Appendix E.

The public notice for availability of these documents for comment will be published in a major newspaper of general circulation and announced on a major radio station in the areas of significant public interest and through the direct mailing list (see Section 10.3).

The documents to be made available for public comment are as follows.

- Significant Changes to the Agreement. One of the more significant opportunities for public comments pertains to changes made to the Agreement or its Action Plan. Changes to the Agreement or its Action Plan which are significant, as defined by the Community Relations Plan, shall be made available for public comment for a period of 45 days.

- RI/FS Work Plan (CERCLA) or RFI/CMS Work Plan (RCRA). Either an RI/FS work plan or an RFI/CMS work plan will be prepared for each operable unit. Prior to lead regulatory agency approval of these work plans, they will be made available for public comment for a period of 30 days. On a case-by-case basis, the ~~unit~~^{project} managers may agree to extend the comment period to 45 days. There is no statutory or regulatory requirement for such public comment, but the parties believe that the earliest possible public involvement will result in improved communication throughout the investigation process. The public notice published in the newspaper announcing the availability of work plans shall also indicate the location and availability of the Administrative Record file.
- Feasibility Study Phase III Report/Proposed Plan or Corrective Measure Study Report. Either an FS Phase III report/proposed plan (CERCLA) or a CMS report (RCRA) will be prepared for each operable unit. When the FS Phase III report and the proposed plan for remedy are finalized, the lead regulatory agency will issue a public notice of opportunity to comment on the documents. If the operable unit is being managed under the RPP authority, rather than CERCLA, the RCRA CMS report will be made available for comment as part of the draft permit modification package. The comment period will be 45 days. There are currently no specific requirements for public comment on the CMS report, but the parties consider this report to be the functional equivalent of the FS Phase III report and the proposed plan and, therefore, will make the CMS report available for public comment in the same manner.
- Draft Joint Dangerous Waste/Resource Conservation and Recovery Act Permits (for Treatment, Storage, and Disposal Units). The permit and associated modifications (see Section 6.2) for either new or continued operation of TSD groups/units or for postclosure care of TSD units will be made available for public comment in accordance with 173-303-840 WAC and 40 CFR 124.10. The comment period will be 45 days.
- Closure Plans (for Interim Status Treatment, Storage, and Disposal Units). All closure plans for TSD units (see Section 6.3) that will be closed prior to or instead of issuance of a permit will be made available for public comment, in accordance with 173-303-840 WAC. The comment period will be 45 days.
- Interim Response Actions and Interim Measures. In any case where the lead regulatory agency believes that a release from a unit meets the criteria for an IRA or IM, as described in Section 7.2.4, it shall direct the DOE to submit either an IRA proposal or an IM proposal for remedy selection. Prior to approval, the lead regulatory agency will make the proposed remedy selection available for public comment for a period of 15 or 30 days.

- RCRA Section 3008(h) Orders and RCRA 7003 Orders. The EPA will propose the selected corrective action remedy to be performed under either RCRA 3008(h) or RCRA 7003 and make it available for public comment prior to final approval. The comment period for 3008(h) orders will be 30 days and the comment period for 7003 orders will be 15 days.
- Community Relations Plan. Any major revisions to the CRP will be subject to public comment for a period of 30 days. The EPA and Ecology will determine whether revisions are major and subject to public comment.

10.7 PUBLIC HEARING OPPORTUNITIES

The draft permit and all modifications are subject to public hearings upon request. A public hearing must be held if any person requests, in writing, that one be held. The request must state the nature of the issues to be raised at the hearing and must include a notice of opposition to the draft permit, in accordance with 173-303-840 WAC and 40 CFR 124.11 and 124.12.

The DOE will, upon request, assist the EPA and Ecology in the same manner as with public meetings, as previously described. The public notice for any public hearing will be made by the DOE at least 30 days prior to the date of the hearing. Transcripts of the public hearing will be distributed in the same manner as those for the public meetings. Any individual may obtain a copy of the transcript by submitting a request, in writing, to any of the community relations contacts listed in Appendix E.

A public hearing will be held in the locality from which the majority of requests for the hearing was generated. In some cases, a public hearing may be held at more than one location, at the discretion of the EPA and Ecology.

10.8 TECHNICAL ASSISTANCE GRANTS

The provision for Federal technical assistance grants (TAG) is found in Section 117(e) of CERCLA. The EPA will be responsible for administering any Federal TAG that is applied for in conjunction with the Hanford Site. The TAG is a mechanism by which the EPA provides reimbursement to the public for a level of effort spent on CERCLA document review. In this way, the public can be directly involved in the review process of various CERCLA documents in more depth than otherwise might be possible. Information on TAGs can be obtained by contacting:

Technical Assistance Grant Coordinator
 U.S. Environmental Protection Agency
 1200 Sixth Avenue, Mail Stop: HW-113
 Seattle, Washington 98101
 (206) 442-0603

10.9 WASHINGTON STATE PUBLIC PARTICIPATION GRANTS

The Model Toxics Control Act, Chapter 70.105D RCW, and 173-321 WAC, provide for public participation grants to persons, and not-for-profit public interest organizations. The primary purpose of these grants is facilitating the active participation of persons and organizations in the investigation and

remediating of releases or threatened releases of a hazardous substance. Additional information on this program may be obtained by contacting:

Public Participation Grant Coordinator
~~Solid Waste Program and Hazardous Waste Program~~
Washington Department of Ecology
~~PV-11 P.O. Box 47600~~
Olympia, Washington 98504-7600
~~(206) 459-3000 (360) 407-6000~~

10.10 INDIAN TRIBES

The parties recognize that several Northwest Indian tribes have treaty-reserved rights to resources outside their reservation boundaries. In some instances, these resources are either located on the Hanford Reservation or could be affected by activities on the Hanford Reservation. Treaty-reserved rights give these tribes a governmental interest in waste management and environmental restoration activities at Hanford.

DOE and EPA also recognize that, as agencies of the federal government, they have a trust responsibility to American Indian Tribes to consult with the tribes and whenever possible, protect tribal resources which may be affected by agency decision-making. Moreover, DOE, EPA, and the State of Washington have adopted policies which recognize tribal sovereignty and commit to a government-to-government relationship with the tribes.

Given these responsibilities and policies, the parties recognize the unique position of the tribes and the distinction between the rights and responsibilities of the tribes and those of the public. Accordingly, the three parties will seek to facilitate tribal participation in TPA decision-making at the government-to-government level. Among actions to be taken in this regard are:

1. To involve these Tribes in the hazardous waste cleanup and management processes at the Hanford Site, the parties will hold special briefings for all interested Tribes periodically on major issues that have arisen and/or may arise. Such briefings will include status reports of the significant projects and will be consistent with the methods used to inform and respond to questions of appointed and elected officials, and other governments, regarding ongoing CERCLA and RCRA activities. These briefings may be in writing or in person and may be conducted by either the EPA, Ecology, or the DOE, as appropriate. Notice will be provided to all Tribes in the Hanford region. These briefings and the procedures for determining which Tribes will be briefed are further described in Section 2.0 of the CRP.
2. The DOE will provide copies of any of the documents that are sent to the public information repositories directly to the Tribes upon request. The procedure for determining which documents will be sent is described in Section 2.0 of the CRP. The public information repositories are further discussed in Section 10.2 and in the CRP. The specific list of documents that will be sent directly to each repository is included in the CRP. As discussed in Section 10.2, this may include copies of drafts submitted for public comment. Any

comments on these documents must be received by the lead regulatory agency within the time period allowed for public comment. The length of each comment period is specified in Section 10.6, and the specific comment period for each document will be noted in the public notice for comment.

10.11 CITIZEN SUIT PROVISIONS

Statutory provision for citizen suits under CERCLA is found in Section 310 of CERCLA, as amended. Statutory provision for citizen suits under RCRA is found in RCRA Section 7002. The application of these provisions can be found at Articles X and XXI of the Agreement.

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11.0 WORK SCHEDULE AND OTHER WORK PLANS

11.1 INTRODUCTION

This section describes the format and content of the work schedule, and the process for annual updates and other revisions. In addition, this section identifies those primary documents that contain other schedules that directly support the work schedule.

The work schedule is contained in Appendix D. It includes the major and interim milestones and additional target dates that support the accomplishment of the major milestones described in Section 2.0. Both major and interim milestones are considered enforceable under the Agreement. Dates specified as target dates in the work schedule are incorporated in the work schedule for the purpose of tracking progress toward meeting milestones, and are not enforceable. Work plans and reports will specify additional target dates and milestones. The milestones and target dates will be incorporated into the Agreement via the change process defined in Section 12.0 upon issuance of the approved work plan or report, and incorporated into the work schedule as part of the annual update/revision process. The work schedule will indicate planned actions for required at each operable unit identified in Appendix C or TSD group identified in Appendix B. Such actions include, but are not limited to, the following:

- Permitting activities
- Closures
- Groundwater monitoring
- Achieving interim status requirements
- Ceasing disposal of contaminated liquids to the soil column
- Investigations and characterization
- Remedial and corrective actions
- Technology improvements
- New facilities to enhance operations and eliminate long-term storage
- Land disposal restriction requirements

11.2 WORK SCHEDULE FORMAT AND PREPARATION

The work schedule is depicted on a time-scale format, and is seven years in length. The current calendar year is shown on a monthly time scale in sufficient detail to identify all document submittals, major elements of work, and interactions between parties target dates and milestones. The second year is shown on a quarterly scale, with the remaining five years on an annual scale. In addition, a listing of the interim milestones and target dates (grouped by major milestone) depicted on the work schedule is provided in Appendix D. The listing of the interim milestones is grouped by major milestone.

~~The work schedule will be the primary vehicle for the project managers to track progress. The unit/project managers will rely primarily on the supporting schedules (see Section 11.4) for tracking progress. Until such schedules are issued, the work schedule will depict the necessary detail to track progress. The work schedule is initially prepared and approved as part of this action plan.~~

~~11.3 ANNUAL UPDATES AND OTHER REVISIONS WORK SCHEDULE UPDATES~~

~~The work schedule will be updated periodically annually, at a minimum, with the primary purpose to expand the level of detail per Section 11.2 for the upcoming calendar year and to include an additional year at the end of the work schedule. In addition, any approved schedule changes (see Section 12.0 for formal Change Control System) will be incorporated at this time if not previously incorporated. Each annual update will be performed during the three months prior to the beginning of the upcoming calendar year or as agreed by the three parties.~~

~~The work schedule may also be revised/updated for clarity to incorporate previously approved changes made in accordance with Section 12.2. Such revisions/updates do not require approval signatures and are not subject to the public comment process.~~

~~Changes made between annual updates will be accomplished in accordance with Section 12.0. Only in extreme circumstances, and with the concurrence of all parties, will the work schedule be updated during the year except for as noted above.~~

~~In the event that all parties do not concur on the annual update or other proposed revision to the work schedule, the issue shall be subject to the applicable dispute resolution process in accordance with Parts Two, Three, or Four of the Agreement.~~

~~11.4 WORK PLANS AND SUPPORTING SCHEDULES~~

~~Unless otherwise specified, workplans, including those workplans prepared under the Hanford Past Practice Investigation Strategy, shall be prepared, reviewed and approved as primary documents. At the time work plans are submitted for approval they shall describe in detail the work to be done and include the performance standards to be met. They shall also include an implementation schedule with start and completion dates. The work plan schedule shall identify completion dates for major tasks and deliverables as interim milestones. Milestones shall be set in a manner which fits the requirements of the work to be accomplished, with at least one milestone every twelve months, unless otherwise agreed to by the Unit/project managers. A change package shall be submitted with the workplan which identifies the interim milestones.~~

~~Schedules may be constructed in a manner that allows tasks or deliverables which require or follow regulatory agency review and approval to be due a fixed number of days after approval, rather than on a fixed date. The project managers will rely primarily on the supporting schedules for tracking progress.~~

Required workplans include:

- RI/FS work plan
- Remedial action work plan
- Closure plan
- RFI/CMS work plan
- CMI plan
- LFI work plan
- ERA work plans/EECA's.

These ERA work plans/EECA's are not to be prepared, reviewed and approved as primary documents, but are subject to approval in accordance with Section 7.2.4 of the Action Plan. Additional detailed schedules, beyond those contained in the above plans, may be needed as agreed to by the relevant unit assigned project managers to provide more definitive schedules to track progress. These may be part of other plans or may be stand-alone schedules.

11.5 OTHER WORK PLANS

In addition to the work plans previously described, other work plans may be developed for special situations at the request of the lead regulatory agency. These work plans will be considered primary documents as discussed in Section 9.1, and are subject to all work plan requirements, including those identified above in Section 11.4.

11.6 SUPPORTING TECHNICAL PLANS AND PROCEDURES

In addition to the requirements as specified in this Agreement, supporting technical plans and procedures may be developed by DOE. They will be reviewed for approval by EPA and Ecology as primary documents or reviewed as secondary documents as determined by EPA and Ecology. In the event that such supporting technical plans and procedures apply only to a specific operable unit, TSD group/unit or milestone the lead regulatory agency will provide the necessary review and approval. The DOE may submit such plans or procedures at any time, without request of the regulatory agencies. The EPA or Ecology may also request that specific plans or procedures be developed or modified by DOE, consistent with Article XXX of the Agreement. These technical plans and procedures shall pertain to specific compliance and cleanup activities conducted pursuant to this Agreement and shall provide a detailed description of how certain requirements will be implemented at the Hanford Site. DOE shall comply with the most recent approved versions of these technical plans and procedures and those secondary documents which are in effect.

Appendix F contains a listing of current supporting technical plans and procedures and their respective status. Changes to Appendix F will be accomplished in accordance with Section 12.0. Appendix F will be updated annually in conjunction with the annual update to the Work Schedule.

11.7 TANK WASTE REMEDIATION SYSTEM CRITICAL PATH PROCESS

Tank waste remediation milestones will be established using a critical path process as described in this section. The tank waste remediation program will be established and managed as an integrated system and shall include all activities associated with waste characterization, retrieval/closure, tank stabilization, pretreatment, treatment of high-level and low-level tank waste, acquisition of new tanks, and the multi-purpose storage complex. The parties will develop detailed operating procedures and implement the critical path milestone system on a trial basis, in April 1994, with full implementation by September 30, 1994.

- A. For the purposes of critical path analysis, negotiated dates for completion of single-shell tank waste retrieval, the final closure of single-shell tank farms, and completion of all high-level and low-level tank waste treatment shall be designated as program endpoints and shall be major milestones.
- B. Activities and associated schedules for this program shall be included in the Site Management System (SMS). All activities, milestones, and target dates necessary for tracking the program will be negotiated for inclusion in this Agreement. Activity definition will be based generally on SMS Level 0 schedules, but may in some instances include SMS Level 1. Based on a critical path analysis, any event appearing on the critical path shall be designated as either a major or an interim milestone. Any event not on the critical path shall be designated a target date.
- C. On a semi-annual basis, the integrated schedule shall be updated by the project managers or their designees and the critical path shall be re-evaluated. Updates shall be based on current Site Management System (SMS) information. Additional events falling on the critical path shall be designated as interim milestones. The integrated management schedule shall identify schedule float for each task. Schedule float shall be defined as the amount of time available before an activity becomes a critical path activity. Any activity found to be no longer on the critical path shall revert to target date status.
- D. The Department of Energy shall have the ability to reschedule any activity associated with a target date as necessary to efficiently manage the project, provided such movement shall not adversely affect the critical path or the program endpoints. ~~Unit~~Project managers shall be advised in advance in writing of any such changes.
- E. Changes to any activity or schedule which affects the critical path, a major or interim milestone, or program endpoints must be requested in accordance with Section 12.0 of the Action Plan, ~~entitled Changes to Action Plan/Supporting Schedules, and approved by the project managers or signatories.~~
- F. Based on the information in the monthly SMS report, the Department of Energy shall take all appropriate actions to correct schedule slips in critical path activities.

in accordance with Section 12.0 of the Action Plan, ~~entitled Changes to Action Plan/Supporting Schedules, and approved by the project managers or signatories.~~

- F. Based on the information in the monthly SMS report, the Department of Energy shall take all appropriate actions to correct schedule slips in critical path activities.

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12.0 CHANGES TO ACTION PLAN/SUPPORTING SCHEDULES THE AGREEMENT

12.1 INTRODUCTION

This section provides the process for changing elements of this action plan without having to process a formal revision. The following identifies what can be modified with this process. This section provides the process for changing elements of the Agreement, the Action Plan and its Appendices. All changes processed using this section shall be subject to the applicable requirements of Section 10.0 Community Relations/Public Involvement.

- ~~• Major milestones (as identified in Appendix D)~~
- ~~• Appendix A definition of terms and acronyms~~
- ~~• Appendix B listing of TSD units~~
- ~~• Appendix C prioritized listing of operable units~~
- ~~• Appendix D work schedule~~
- ~~• Appendix E key individuals~~
- ~~• Appendix F Supporting Technical Plans and Procedures~~
- ~~• Appendix G Data Management Initiatives~~
- ~~• Supporting schedules.~~

12.2 AUTHORITY TO APPROVE CHANGES

The appropriate authority level for approval of a change is based on the content of the change as follows.

- Class I Change--A Class I change is a change to parts one through five of this agreement or a major milestone as defined in Section 2.0. A Class I change requires the approval of the signatories or their successors as shown in Section 14.0.
- Class II Change--A Class II change is any change to the Action Plan or its appendices Appendices A, B, C, D, E, F, or G except as specified for Class I or Class III changes. A Class II change requires the approval of the DOE and affected lead regulatory agency executive project managers. Changes made to lead regulatory agency lead designations only may be approved by the EPA and Ecology executive managers.
- Class III Change--A Class III change is a change to a target date in the work schedule (Appendix D) or a supporting schedule that does not impact an interim milestone. A Class III change requires the approval of the DOE and lead regulatory agency unit project managers. It is not the intent of the parties to revise target dates because work is slightly behind or ahead of schedule. Such schedule deviations will be reflected through the reporting of work schedule status. The use of the change process for revising target dates is

for use by the parties to delete, add, or significantly accelerate or defer a target date (by more than 60 days).

12.3 FORMAL CHANGE CONTROL PROCESS

12.3.1 Change Control Form

All types of changes as identified under Section 12.1 shall be processed using the change control sheet form included as Figure 12-1. The following describes the process in accordance with the circled numbers shown in Figure 12-1.

- 1 Obtain and enter a "change number." The DOE shall maintain a log of all changes by number and title, along with a file copy of the change. An individual will be assigned responsibility for maintaining the change file and will be responsible for assigning change numbers. The change number can be obtained any time during the change process, even after the change is approved.
- 2 Enter the name of the originator or the requestor.
- 3 Enter the date the change was initiated.
- 4 Place an "x" in the box for the appropriate class of change per the criteria identified under Section 12.2.
- 5 Enter a short title for the change, which will be used primarily as a cross-reference on the change log.
- 6 Provide a description of the change, along with justification as to why the change should be made. Use an attached sheet of paper if additional space is required.
- 7 Explain what is impacted by this change.
- 8 List all documents that will have to be revised because of the change.
- 9 Obtain approval signatures based on the class of change assigned. Approval via telephone is acceptable, but must be followed up with a signature as soon as possible thereafter.
- 10 This space is available for special notes, comments, or other signatures as required.

Backup information should be attached as necessary to support the change. Once approved, the change is considered implemented. Affected documents (e.g., work schedule) need not be updated until their next scheduled update.

12.3.2 Request for Extension

Any DOE request for extension shall be submitted in writing and shall specify:

- A. The timetable and deadline or schedule for which the extension is sought;

- 7-11-81 023
- B. The length of the extension sought;
 - C. The good cause for the extension; and
 - D. Any related timetable and deadline or schedule that would be affected if the extension were granted.

12.3.3 Response to Requests for modifications

Within 14 days of receipt of a signed change control form requesting modification of a milestone time table and deadline or other enforceable requirement, each affected Party shall respond by either approving or disapproving the request in writing. If any affected party fails to respond within the 14 day period for review, it shall be deemed to constitute disapproval of the request. If a Party disapproves a requested modification, it shall explain the basis for the disapproval in writing.

12.3.4 Transmittal and Responses to Requests for modification

A signed Class I change control form and/or response may be transmitted by mail or overnight express delivery to any Party's normal business location addressed to the responsible signatory with copy to the responsible project manager, return receipt requested, or by hand delivery to the responsible signatory.

A signed Class II change control form and/or response may be transmitted by mail or overnight express delivery to any Party's normal business location addressed to the responsible signatory with copy to the responsible project manager, return receipt requested, or by hand delivery to the responsible executive manager.

A signed Class III change control form and/or response may be transmitted by mail or overnight express delivery to any Party's normal business location addressed to the responsible project manager, return receipt requested, or by hand delivery to the responsible project manager.

Transmittal of signed change control forms and/or responses may also be made by electronic facsimile, but only if on the day of transmittal the transmitting Party notifies the intended recipient(s) by telephone of such transmittal. The recipient's agency must acknowledge receipt by return facsimile. Documents transmitted by electronic facsimile that are illegible, or that are not received in their entirety, shall not be deemed received.

12.4 MINOR FIELD CHANGES

To ensure efficient and timely completion of tasks, minor field changes can be made by the person in charge of the particular activity in the field. Minor field changes are those that have no adverse effect on the technical adequacy of the job or the work schedule. Such changes will be documented in the daily log books that are maintained in the field. ~~If it is anticipated that a field change will affect the agreed to work schedule or requires the approval of the lead regulatory agency, the applicable DOE unit manager will then be notified.~~

Change Number 1	Federal Facility Agreement and Consent Order Change Control Form <small>Do not use blue ink. Type or print using black ink.</small>	Date 3
Originator _____ Phone _____ 2		
Class of Change _____ <input type="checkbox"/> I - Signatories <input type="checkbox"/> II - Project Executive Manager <input type="checkbox"/> III - Unit Project Manager 4		
Change Title 5		
Description/Justification of Change 6		
Impact of Change 7		
Affected Documents 8		
Approvals 9 _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved DOE _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved EPA _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Ecology		10

Figure 12-1. Change Control Sheet.

~~12.5 REVISION OF ACTION PLAN~~

~~In addition to the changes described above, the action plan may be revised at any time when agreed to by all parties. This could result from a change in regulations or guidance documents or a change in authority (e.g., HSWA authority being given to the State). If a revision is required, the project managers will revise the action plan and issue it for public review in accordance with Section 10.0. Upon resolution of public comments, the updated action plan will be signed and issued for use.~~

~~Appendices B, C, E, and F will be reissued annually in conjunction with the annual update of Appendix D. Appendices may be updated separately from the action plan at any time to incorporate approved changes. If done, the revised version of the applicable appendix will be dated and transmitted to the project managers and the public information repositories. The transmittal will reference what changes have been incorporated. The DOE project manager will be responsible for maintaining the appendices up to date as necessary and distributing the revised appendices.~~

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13.0 LIQUID EFFLUENT TREATMENT AND DISPOSAL

13.1 LIQUID EFFLUENT DISCHARGE RESTRICTIONS

13.1.1 Introduction

This section addresses requirements for management of restrictions for discharge of liquid effluents to the soil column at Hanford. These managerial requirements are the result, in part, of EPA's and Ecology's reviews of the Liquid Effluent Study (LES) that was submitted by DOE in August 1990. The LES included information on the 33 Phase I and Phase II liquid effluent streams and was conducted outside the scope of this Agreement. However, the parties agreed that information obtained through the LES would be considered new information (see Paragraph 136 of the Agreement) and that such new information could form the basis for reevaluation of the liquid discharge milestones in the Agreement. The liquid effluent discharge milestones are covered in M-17-00.

The purpose of this section is to describe the process which will be followed for establishing additional milestones related to the operation, treatment, and disposal of all 33 Phase I and Phase II liquid effluent discharges to the soil column and to explain the general guidelines to be followed in the establishment of additional milestones. The initial requirements and restrictions contained herein address the seven streams identified by EPA as high priority, as well as five streams associated with the PUREX facility. The parties agree that such requirements and restrictions are necessary to provide near-term assurance that all reasonable steps are being taken to minimize environmental degradation. The long-term solutions are to establish stream specific milestones leading to establishment of treatment processes or ceasing discharges altogether and finally, to regulate any remaining discharges to the soil column through provisions of the State of Washington Waste Discharge Permit Program (WAC-173-216 or, if applicable, WAC-173-218).

13.1.2 State Waste Discharge Permits

The Parties agree that those waste water streams currently discharged to the soil column or any future waste water streams (excluding discharges that are exempt from permitting under Section 121 of CERCLA) discharged to the soil column, which affect groundwater or which have the potential to affect groundwater, shall be subject to permitting under RCW 90.48.160, WAC 173-216, or if applicable, WAC 173-218. While the administration of these provisions of state law will be conducted outside this Agreement, Ecology intends to maintain consistency with this Agreement in implementing the state water quality program at the Hanford Site. Ecology and DOE agree to negotiate a separate agreement by September 1991 or such later date as the Parties agree upon, which will provide a schedule for obtaining permits and all necessary actions leading to obtaining such permits pursuant to these provisions of state law at the Hanford Site. While DOE is agreeing to Ecology's authority to implement a permit program under RCW 90.48.160 and WAC Chapter 173-216 for liquid effluents discharged to the soil column which affect or have the potential to affect groundwater at the Hanford Site, DOE reserves any rights and defenses under state and federal law in any enforcement or permitting activity including the right to appeal such permits to the appropriate

tribunal and to raise any objection whatsoever to such permits except that DOE will not challenge Ecology's authority to administer the WAC Chapter 173-216 permit program at the Hanford Site.

13.1.3 Liquid Effluent Discharge Milestones and Negotiations

The Parties will also negotiate additional interim and final milestones to be included in this Agreement addressing, without limitation, waste reduction, interim and final treatment, and/or termination of the 33 Phase I and Phase II streams. These negotiations will be completed by September 1991. Negotiated milestones will be included in the 1992 Annual Update to the Work Schedule (Appendix D).

The Parties are agreeing now to the addition of certain interim milestones (M-17-11, M-17-12, and M-17-13) in Milestone M-17-00. These milestone requirements relate to interim or final remedial actions which will be taken at Operable Units affected by those discharges. The specific descriptions of these milestone requirements are set forth in Appendix D of this Agreement, Tables D-4 and D-5.

13.1.4 Sampling and Analysis Plans

DOE will develop a stream specific sampling and analysis plan (SAP) for the Phase I and Phase II streams which continue to discharge to the soil column as specified in Appendix D, Table D-4. These SAPs shall be subject to approval of EPA and Ecology and will include an implementation schedule. The SAPs must provide for representative sampling of wastes discharged to the soil column, accounting for significant variations in volumes and contaminant concentrations due to operational practices. The frequency of sampling will vary, depending on the consistency or trends established for each stream over time. The SAPs will consider all of the parameters known or suspected to be associated with each liquid effluent stream with consideration given to the influence of operational practice, raw water characteristics, and process knowledge in developing contaminant analysis requirements. DOE will sample and analyze each stream in accordance with the approved sampling and analysis plan. The timing for development of each SAP will be specified on the appropriate M-17-00 milestone as set forth in Appendix D, Table D-4.

13.1.5 Assessment of Environmental Impact of Continuing Liquid Discharges

DOE will develop a methodology for assessing the impact of all discharges (including both active and proposed) on groundwater at the disposal sites. This methodology will rely on available data, additional liquid effluent sampling, analytical results supplied under Section 13.1.4, and optimal management practices. DOE shall submit this methodology to EPA and Ecology for approval. Within 30 calendar days after notification of approval of the methodology, DOE shall submit a schedule for the completion of the assessments for each of the 33 Phase I and Phase II effluent streams which will continue beyond June 1992.

13.1.6 Stream Specific Requirements and Restrictions

The Parties agree that interim operating restrictions are necessary to provide near-term assurance that all reasonable steps are being taken to minimize environmental degradation while negotiations and follow on actions are pursued. The twelve high-priority streams and the interim operating restrictions to be implemented for each of those streams are identified in Appendix D, Table D-5.

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14.0 SIGNATURE

The undersigned hereby approve this action plan for implementation:

For the United States Environmental Protection Agency:

Gerald Emison
Acting Regional Administrator, Region 10
U.S. Environmental Protection Agency

Date

For the United States Department of Energy:

John Wagoner
Manager, Richland Operations Office
U.S. Department of Energy

Date

For the Washington State Department of Ecology:

Mary Riveland
Director
Department of Ecology

Date

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The following changes are made to Appendix A of the Agreement

Add the following acronym to appendix A

IAMIT: Inter-Agency Management Integration Team

Add the following definitions to Appendix A

Executive Manager: For DOE, executive managers are the Assistant Managers with responsibility for implementing terms and conditions of the Agreement regarding the projects under his/her authority. For Ecology, the Executive Manager is the Program Manager of the Nuclear Waste Program. For EPA Region 10, the Executive Manager is the Associate Director the Office of Environmental Clean Up.

Inter Agency Management Integration Team (IAMIT): A committee of the Executive Managers from each agency with the functions of negotiation of new milestones, adjustment of scope and schedule of existing interim milestones, and Tri-Party Agreement Issue Resolution/Dispute Resolution. The IAMIT also serves as the interface with the Hanford Advisory Board (HAB).

Signatories: The Signatories are: For the DOE the signatory shall be the Manager, Richland Operations Office. For the EPA, the Signatory shall be the Regional Administrator for Region X. For the State of Washington Department of Ecology, the signatory shall be the Director.

Modify the following definitions from Appendix A as follows

Lead Regulatory Agency: the ~~regulatory~~ agency (EPA or Ecology) which is assigned the ~~primary administrative and technical~~ regulatory oversight responsibility with respect to actions under this Agreement ~~at~~ regarding a particular Operable Unit, TSD group/unit or milestone pursuant to Section 5.6 of the Action Plan. The designation of a Lead Regulatory Agency shall not change the jurisdictional authorities of the parties.

Project~~Unit~~ Manager: the individual responsible for implementing the terms and conditions of the ~~Action Plan~~ Agreement at the specific operable unit level on behalf of his/her respective Party. The project manager has direct responsibility for completion of targets and milestones and has authority to agree to modifications of scope and schedule, in accordance with Section 12.0 of the Action Plan.

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Lead Regulatory Agency Designations

Currently under the Tri-Party Agreement a Lead Regulatory Agency (either EPA or Ecology) is assigned the primary oversight and decision authority for a particular operable unit (OU), treatment, storage and disposal unit (TSD) or milestone. The other regulatory agency is assigned the role of Support Agency. In practice the agency acting in the support role has invested significant effort in the oversight of individual units. Proposed changes to the Tri-Party Agreement will eliminate the Support Agency role in day to day oversight activities and will generally defer decision making power to the Lead Regulatory Agency. The newly proposed requirements require the EPA and Ecology to assign one regulatory agency to act as Lead Regulatory Agency for each OU, TSD group/unit or milestone. The agency not assigned as lead would not assign any staff members to oversee the project or activity. Each regulatory agency would retain their respective authorities but, in general will rely on the work/recommendations of the Lead Regulatory Agency. The Lead Regulatory Agency may request support from the non lead agency if necessary. These changes are expected to result in more efficient regulatory oversight.

The following tables provide the proposed assignment of Lead Regulatory Agency on an operable unit and milestone basis.

Lead Regulatory Agency Designations

by
Hanford Site Operable Unit

<u>Priority</u>	<u>Operable Unit</u>	<u>Title of Units</u>	<u>Unit Type</u>	<u>Lead Regulatory Agency</u>	<u>Unit Category</u>
1	1100-EM-1	1100-1	Acid Pit	EPA	CPP
		1100-2	Solvent Pit		CPP
		1100-3	Antifreeze Pit		CPP
		Horn Rapids Disposal	Landfill		CPP
		1100-4	Antifreeze Tank		CPP
		UN-1100-5	Unplanned Release		CPP
		UN-1100-6	Unplanned Release		CPP

<u>Source OU</u> <u>Groundwater OU</u>	<u>LRA</u>	<u>Groundwater OU</u>	<u>LRA</u>	<u>Source OU</u>	<u>LRA</u>
100-BC-1	EPA	100-BC-5	EPA	200-BP-1	EPA
100-BC-2	EPA			200-BP-2	Ecology
100-DR-1	Ecology	100-HR-3	Ecology	200-BP-3	Ecology
100-DR-2	Ecology			200-BP-4	Ecology
100-FR-1	EPA	100-FR-3	EPA	200-BP-6	EPA Ecology
100-FR-2	EPA			200-BP-7	Ecology
				200-BP-8	Ecology
				200-BP-9	Ecology
100-HR-1	Ecology	100-HR-3	Ecology	200-BP-10	Ecology
100-HR-2	Ecology			200-BP-11	Ecology
100-KR-1	EPA	100-KR-4	EPA	200-PO-2	Ecology
100-KR-2	EPA			200-PO-3	Ecology
				200-PO-4	Ecology
100-NR-1	Ecology	100-NR-2	Ecology	200-PO-5	Ecology
				200-PO-6	Ecology
		200-BP-5	EPA	200-SO-1	Ecology
				200-SS-1	Ecology
		200-PO-1	Ecology	200-RO-1	EPA
				200-RO-2	EPA
				200-RO-3	EPA
				200-RO-4	Ecology
				200-SS-2	EPA
				200-TP-1	EPA
				200-TP-2	EPA
				200-TP-3	EPA
				200-TP-4	EPA
				200-TP-5	Ecology
				200-TP-6	Ecology
		200-UP-1	Ecology	200-UP-2	Ecology
				200-UP-3	Ecology
		200-ZP-1	EPA	200-ZP-2	EPA
				200-ZP-3	Ecology
		300-FF-5	EPA	200-NO-1	EPA
				300-FF-1	EPA
				300-FF-2	EPA
				1100-EM-1	EPA
				1100-EM-2	EPA
				1100-EM-3	EPA

Isolated Units / LRA

100-IU-1	Ecology
100-IU-2	EPA
100-IU-3	Ecology
100-IU-4	Ecology
100-IU-5	Ecology
100-IU-6	EPA
200-IU-1	Ecology
200-IU-2	Ecology
200-IU-3	Ecology
200-IU-5	EPA
200-IU-6	Ecology
1100-IU-1	EPA

APPENDIX D
WORK SCHEDULE

- Listing of Currently Identified Interim and Major Milestones
- Time-Scaled Logic Networks

NOTES:

Major Milestones are indicated by a -00 suffix (example, M-21-00). Interim Milestones are indicated by a suffix greater than zero (example, M-22-02). A target date is indicated by a "T" (example, M-21-02-T01). See Section 2.0 of this Action Plan for more details.

Milestones and target dates which are completed, or have been deleted by an approved Tri-Party Agreement change request, are not displayed in Appendix D and have been archived.

Lead Regulatory Agency Designations

by
Active Tri-Party Agreement Major Milestone¹

	MAJOR MILESTONE	LRA
M-14-00	Comply with 1/8/93 SEC settlement RE: low level lab construction, 1995	dual
M-17-00A	Complete liquid effluent facility upgrades for all phase one streams, 1995	Ecology
M-17-00B	Complete application of BAT to all phase 2 streams, 1997	Ecology
M-18-00	Complete WRAP module 1 and initiate operations, 1997	Ecology
M-19-00	Complete WRAP module 2 and initiate operations, 1999	Ecology
M-24-00	Yearly installation of RCRA groundwater wells	Ecology
M-32-00	Complete identified dangerous waste tank corrective actions, 1999	Ecology
M-33-00	Submit signed change package for all needed facilities for solid waste mgt. based on site wide systems analysis, 1995	Ecology
M-34-00	Complete K East basin interim milestones, TBD	Ecology
M-35-00	Complete data management enhancements, TBD	dual
MILESTONES ESTABLISHED VIA TPA AMENDMENT 4 NEGOTIATIONS		
M-40-00	Mitigate or resolve tank safety issues for high priority watch list tanks, 2001	Ecology
M-41-00	Complete SST interim stabilization, 2000	Ecology
M-42-00	Provide additional DST capacity, 1989	Ecology
M-43-00	Complete tank farm upgrades, 2005	Ecology

¹. Completed and deleted milestones not shown.

	Major Milestone	LRA
M-44-00	Issue tank characterization reports (TCRs) for all SST and DSTs, 1999	Ecology
M-45-00	Complete closure of all SST tank farms, 2024	Ecology
M-46-00A	DST space evaluation, 1994	Ecology
M-46-00B	DST space evaluation, 1995	Ecology
M-46-00C	DST space evaluation, 1996	Ecology
M-46-00D	DST Space evaluation, 1997	Ecology
M-46-00E	DST space evaluation, 1998	Ecology
M-46-00F	DST space evaluation, 1999	Ecology
M-46-00G	DST space evaluation, 2000	Ecology
M-46-00H	DST space evaluation, 2001	Ecology
M-46-00I	DST space evaluation, 2002	Ecology
M-46-00J	DST space evaluation, 2003	Ecology
M-46-00K	DST space evaluation, 2004	Ecology
M-46-00L	DST space evaluation, 2005	Ecology
M-46-00M	DST space evaluation, 2006	Ecology
M-46-00N	DST space evaluation, 2007	Ecology
M-46-00O	DST space evaluation, 2008	Ecology
M-46-00P	DST space evaluation, 2009	Ecology
M-46-00Q	DST space evaluation, 2010	Ecology
M-46-00R	DST space evaluation, 2011	Ecology
M-46-00S	DST space evaluation, 2012	Ecology
M-46-00T	DST space evaluation, 2013	Ecology
M-46-00U	DST space evaluation, 2014	Ecology
M-46-00V	DST space evaluation, 2015	Ecology
M-46-00W	DST space evaluation, 2016	Ecology
M-46-00X	DST space evaluation, 2017	Ecology
M-46-00Y	DST space evaluation, 2018	Ecology
M-46-00Z	DST space evaluation, 2019	Ecology
M-50-00	Complete Hanford tank waste pretreatment, 2028	Ecology
M-51-00	Complete vitrification of all high level tank waste, 2028	Ecology
M-60-00	Complete vitrification of all Hanford low level tank waste, 2028	Ecology
M-70-00	Initiate ERDF operations, 1996	EPA
MILESTONES ESTABLISHED VIA ENVIRONMENTAL RESTORATION REFOCUSING		
M-13-00I	Submit documentation necessary to complete RI/FS process for 100-FR-2, 100-KR-2, and 100-KR-3. 1995	EPA

	MAJOR MILESTONE	LRA
M-13-00J	Submit documentation necessary to complete the RI/RS process for 100-IU-2 and 100-IU-6, 1996	EPA
M-13-00K	Submit 2 work plans, 2000	dual*
M-13-00L	Submit 3 work plans, 2001	dual*
M-13-00M	Submit 3 work plans, 2002	dual*
M-13-00N	Submit 3 work plans, 2003	dual*
M-13-00O	Submit 3 work plans, 2004	dual*
M-13-00P	Submit 4 work plans, 2005	dual*
M-13-00Q	Submit 4 work plans, 2006	dual*
M-15-00A	Complete all remaining 100 Area pre ROD investigations per work plan schedules, 1999	EPA
M-15-00B	Complete all 300 area pre ROD investigations per work plan schedules, 1999	EPA
M-15-00C	Complete all 200 area (non tank farm) pre ROD site investigations per work plan schedules, 2008	dual*
M-16-00	Complete remedial actions for all non tank farm operable units (includes building D&D except for 100 Area reactor buildings, 2018	dual*
M-20-00	Submit all Part Bs and Closure Plans, 2000	Ecology
MILESTONES ESTABLISHED VIA FACILITY TRANSITION NEGOTIATIONS		
M-80-00	Complete PUREX and UO3 Plant Facility Transition, 1998	Ecology
M-81-00	Complete FFTF Facility Transition, 2001	Ecology
M-83-00	Complete stabilization of PFP process areas, TBD	Ecology
M-89-00	Complete 324 building closure	Ecology
* See Operable Unit LRA designation listing		

Modify the text of Table D, Milestone M-27-00, Page D-59 as follows:

SUBMIT ALL AGGREGATE AREA MANAGEMENT STUDY REPORTS (AAMSR) FOR THE 200 AREA TO EPA AND ECOLOGY AS SECONDARY DOCUMENTS. THESE DOCUMENTS SHALL BE PREPARED IN ACCORDANCE WITH THE OBJECTIVES OF THE "HANFORD PAST-PRACTICE INVESTIGATION STRATEGY" AND THE OUTLINES PROVIDED IN THE "200-AREA AGGREGATE AREA MANAGEMENT STUDY GUIDELINES", ~~BOTH OF WHICH ARE INCLUDED IN APPENDIX F~~

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