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United States Environmental Protection Agency

Region 10
1200 Sixth Avenue
Seattle WA 98101

Alaska
Idaho
Oregon
Washington

Krekel
6-4264



JUL 15 1992

Alan Lewis
2-1750

Reply To
Attn Of: SO-155

BY FACSIMILE AND REGULAR MAIL

Robert Carosino, Esq.
United States Department of Energy
Richland Operations Office
P.O. Box 550, A4-52
Richland, Washington 99352

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To: <u>Bob Carosino</u>	From: <u>Dean Inaemarsen</u>	
Co: <u>Dept. of Energy/RI</u>	Co: <u>EPA Reg. 10</u>	
Dept: <u>Legal</u>	Phone #: <u>553-1744</u>	
Fax #: <u>3-501-3764590</u>	Fax #: <u>553-0163</u>	

Re: Legal Descriptions at the Hanford Federal Facility

Dear Mr. Bob Carosino:

As you are aware, the United States Environmental Protection Agency (EPA) is in the process of completing the RCRA Facility Assessment (RFA) for the leased lands at the Hanford Federal Facility. During the course of completing this RFA, it has become evident that the facility legal description submitted as Attachment N to your comments regarding the draft RCRA permit is not accurate and/or complete. In order to correctly identify parcels which will be subject to the corrective action requirements of the RCRA permit rather than the Federal Facility Agreement and Consent Order, it is essential that this legal description be completely accurate.

Please provide an updated facility legal description which clearly identifies all parcels within the Hanford reservation which are owned by other parties (e.g. the State of Washington, the Bonneville Power Administration (BPA), etc.) and those parcels which are leased to other parties (e.g. the State of Washington, Washington Public Power Supply System (WPPSS), etc.). Parcels which are operated by the BPA under use permits should not be included, as it is our understanding that these use permits are revocable at will by the Department of Energy (DOE). As such, these use permits are more similar to a contract rather than a lease and therefore those tracts of land are considered by the Region to be part of the Hanford Federal Facility for purposes of corrective action.

In addition, please provide maps of the leased area or property boundary for each parcel excluded from the legal definition of the Hanford "facility". Provide maps showing the location of each parcel relative to the overall Hanford facility. Particular attention should be paid to the following areas:

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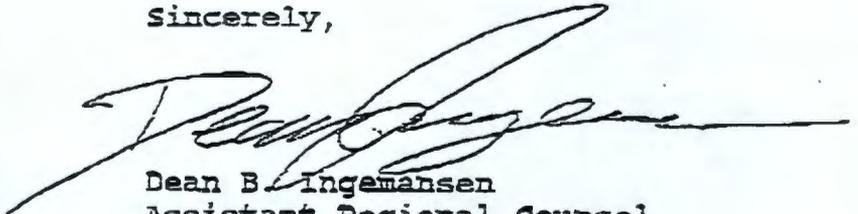


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1. Midway substation and community. Please clarify whether the property owned by BPA includes the substation and community area, or if the Midway substation is being operated under a use permit from DOE. Also clarify whether the Midway community landfills are located on BPA's property (the map provided by BPA indicates that these units are located outside BPA's property line).
2. WPPSS Hanford Generating Plant. Maps obtained from WPPSS and from DOE during the file review for this RFA show substantially different lease boundaries. Please clearly identify the boundaries of the parcel leased to WPPSS for the Hanford Generating Plant.
3. WPPSS Plants 1, 2, and 4. WPPSS has indicated that the WPPSS Plant 2 facility is leased separately from Plants 1 and 4. Please clearly identify the boundaries of each leased area, and indicate whether the leased parcels are contiguous.

Thank you for your assistance in this matter. Please contact me at (206) 553-1744, or Christy Ahlstrom of EPA Region 10's RCRA Permit Section at (206) 553-8506, if you have any questions.

Sincerely,



Dean B. Ingemansen
Assistant Regional Counsel

cc: Christy Ahlstrom, EPA Region 10
Dan Duncan, EPA Region 10
Jerry Schuster, PRC

520.616146

CONFORMED COPY
PERMIT

CONTRACT E(45-1)-2437

Handwritten signature/initials

THIS PERMIT is granted this 1st day of July, 1976, by the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented herein by the ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION (hereinafter called the "Administration"), to the WASHINGTON PUBLIC POWER SUPPLY SYSTEM (hereinafter called the "Supply System"), a municipal corporation, joint operating agency, and publicly owned utility organized under the laws of the State of Washington;

WITNESSETH THAT:

WHEREAS, the Supply System has need for a site for the temporary storage and retrieval of earth spoil during the construction of its No. 1 and No. 4 power reactors; and

WHEREAS, the Supply System has need of a site for disposal of waste materials during the construction of said power reactors;

NOW, THEREFORE, the Supply System is hereby permitted to utilize the following described lands for purposes specified and for no other purpose without the written approval of ERDA:

Spoil Area

A parcel of land in Section 9, Township 11 North, Range 28 East, W.M., described as follows:

Commencing at the southeast corner of Section 10 in said township and range, at coordinates North 408,335.30 and East 2,307,653.50 (all coordinates herein mentioned are on the Washington State Coordinate System, South Zone); thence North 60° 12' 58" West 10,196.11 feet to a point, which is the TRUE POINT OF BEGINNING, at coordinates North 413,400.00 and East 2,298,804.24; thence East 1500.00 feet along the WNP property line to a point; thence South 00° 08' 49.6" East 1100.00 feet to

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a point; thence West 1500.00 feet to a point; thence North 00° 08' 49.6" West 1100.00 feet to the true point of beginning, containing 37.9 acres more or less.

Disposal Area

A parcel of land in Sections 9 and 10, Township 11 North, Range 28 East, W.M., described as follows:

Commencing at the southeast corner of said Section 10 at coordinates North 408,335.30 and East 2,307,653.50; thence North 49° 06' 42" West 7,737.24 feet to a point which is the TRUE POINT OF BEGINNING, at coordinates North 413,400.00 and East 2,301,804.25; thence East 750.00 feet to a point; thence South 00° 08' 49" East 825.00 feet to a point; thence West 750 feet to a point; thence North 00° 08' 49" West 825.00 feet to the true point of beginning, containing 14.2 acres more or less.

This permit is subject to the following terms and conditions:

1. Special Conditions - Restoration

The Supply System will discontinue use of the disposal site for construction materials as soon as the disposal area on the No. 4 site becomes available; provided, however, that the Supply System may continue limited disposal of construction materials and storage of top soil at that site until WNP-1 is complete. The Supply System shall operate the spoil and disposal sites in a manner acceptable to ERDA. All disposal operations shall be conducted in a manner so as to minimize, to the greatest extent practical, the amount of debris deposited on surrounding ERDA lands. Open burning activities shall comply with all applicable laws and regulations and shall be consistent with policies and procedures enforced by ERDA on the Reservation as a whole. All burning activities must be coordinated with the Hanford Project Fire Department. Upon conclusion of the construction activities, five feet of cover shall be placed over debris and the surface area restored to approximately the original condition.

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The portion of the site actually used for burials shall be monumented by cement pillar type markers. In addition, both the spoil and disposal areas shall be seeded with cheatgrass in a manner acceptable to ERDA.

2. Term

This permit shall continue in effect until terminated in whole or in part by either party upon 30 days' written notice to the other; provided, however, that the permit shall terminate automatically upon completion of construction of the WNP No. 1 and WNP No. 4 plants.

3. Compensation

As compensation for the rights granted herein, the Supply System shall pay annually the sum of \$303 for the spoil area and the sum of \$114 for the disposal area. The first payment shall be due upon execution of this permit and shall cover the period from August 28, 1975, through August 27, 1976. Subsequent annual payments shall be made in advance on or before the anniversary date (August 28) while the permit is in effect. If the permit is terminated in whole or in part during an annual period, the prorated portion of the rental payment will be refunded to the Supply System.

4. Protection Against Claims and Losses

The Government, the Administration, contractors of the Administration, and the officers, employees, or representatives of any of them, shall not be liable for and the Supply System shall indemnify and save them and each of them free and harmless from any and all liability, loss, damage, or costs (including attorney's fees) incurred in the defense of or arising out of any claim, suit, action, or other legal proceedings brought against any of them by third parties for injury to or death of persons or injury to or destruction of property caused by or arising out of: (1) the

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use of the premises by the Supply System or its authorized representatives, or any activities which are necessary or incidental thereto; (2) the erection or removal of any equipment, building, or part thereof or the making of any repairs, replacements, alterations, additions and/or improvements under this permit, or (3) any default or negligence in the performance of any obligations of the Supply System hereunder; provided, that the foregoing shall not apply to any injury, destruction, or death as may be caused by the negligence or default of the Government, the Administration, contractors of the Administration, and the officers, employees, or representatives of any of them, or as to which the Supply System is a person indemnified by the Administration under Section 170 of the Atomic Energy Act of 1954, as amended.

5. Permits and Licenses

The Supply System shall procure all necessary permits and licenses and abide by all applicable laws and regulations and ordinances of the United States and of the State, territory, and political subdivision in which the premises are located.

6. Condition of Land

The Administration makes no representation, warranties, or undertakings as to the physical condition of the premises or that the premises are free and clear of contamination or hidden hazards or as to the fitness or availability of the land for any particular purpose.

7. Health, Safety, and Security Requirements

The Supply System agrees to comply with health and safety and security requirements of the Administration.

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8. Loss or Damage to Government Property

The Supply System shall indemnify and save and hold harmless the Government and the Administration for any loss, liability, or damage of any nature whatsoever to Government property which is caused by or arises from any activities of the Supply System under this permit.

9. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this permit, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this permit if made with a corporation for its general benefit.

10. Covenant Against Contingent Fees

The Supply System warrants that no person or selling agency has been employed or retained to solicit or secure this permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supply System for the purpose of securing business.

11. Convict Labor

In connection with activities under this permit, the Supply System agrees not to employ any person undergoing sentence of imprisonment at hard labor.

12. Assignment

The Supply System shall not assign or transfer this permit, or any interest therein or any claim thereunder, except as expressly authorized in writing by the Administration.

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13.

This permit supersedes that certain temporary permit granted to the Supply System by letter dated August 28, 1975.

14. Headings

The headings in this permit are for the purpose of reference and convenience only and shall not limit or otherwise define the meaning thereof.

15. Definitions

As used in this permit, the term "Administration" means the United States Energy Research and Development Administration or any duly authorized representative thereof.

IN WITNESS WHEREOF, the parties have executed this permit as of the date first written above.

UNITED STATES OF AMERICA
ENERGY RESEARCH AND DEVELOPMENT
ADMINISTRATION

By 
ACTING Director, Administrative Division

WASHINGTON PUBLIC POWER SUPPLY SYSTEM

By  8-25-76

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DEPARTMENT OF ENERGY
RICHLAND FIELD OFFICE
P.O. BOX 550
RICHLAND, WA 99352

OFFICE OF ENVIRONMENTAL ASSURANCE, PERMITS, AND POLICY

FAX NUMBER

VERIFICATION NUMBER

(509) 376-0306

(509) 376-5441

Date: 7-16-92

From: Kneidel Office/Div. _____

6-4264
(Telephone No.)

To: Brunice

Office/Location: ~~6-2663~~

Telephone: 6-2663

Fax No. (Indicate whether FTS or Commercial) 6-6476

This transmittal consists of 12 pages (excluding cover sheet)

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