

HWMA/RCRA STORAGE and TREATMENT PERMIT
for the
MATERIALS AND FUELS COMPLEX (MFC)

ATTACHMENT 9

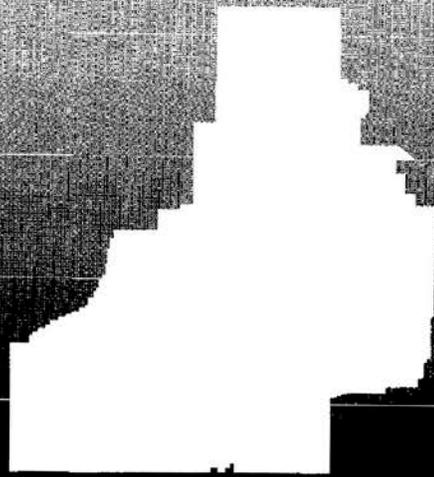
Federal Facility Agreement and Consent Order (FFA/CO)

FFA/CO Action Plan

FFA/CO Revised New Site Identification (NSID) Process

EFFECTIVE DATE: OCTOBER 1, 2015

Federal Facility Agreement and Consent Order



THE STATE OF IDAHO,
DEPARTMENT OF
HEALTH & WELFARE

THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY, REGION 10

THE UNITED STATES
DEPARTMENT OF ENERGY,
IDAHO FIELD OFFICE

for the
Idaho National Engineering Laboratory

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THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10,
THE STATE OF IDAHO, DEPARTMENT OF HEALTH AND WELFARE,
AND THE
UNITED STATES DEPARTMENT OF ENERGY

IN THE MATTER OF:)
THE U.S. DEPARTMENT OF ENERGY) FEDERAL FACILITY AGREEMENT
IDAHO NATIONAL ENGINEERING) AND CONSENT ORDER
LABORATORY ("INEL"),)
Idaho Falls, Idaho) Administrative Docket Number:
1088-06-29-120

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IDAHO NATIONAL ENGINEERING LABORATORY December 4, 1991

This document has been reprinted. Line and page numbers do not conform to original.

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ATTACHMENTS

- A. Action Plan for Implementation of the Federal Facility Agreement and Consent Order
- B. Mutual Cooperative Funding Agreement

1 (c) "Agreement" shall mean this document and shall include all attachments,
2 modifications, and final primary documents which shall be in writing are hereby fully incorporated herein
3 and are fully enforceable;

4 (d) "ARARs" shall mean all Applicable or Relevant and Appropriate Require-
5 ments for response actions as required by Section 121 (d) of CERCLA, 42 U.S.C. § 9621 (d);

6 (e) "Authorized representative" shall include any person, including a Party's
7 contractors, who is specifically designated by a Party to have a defined capacity, including an advisory
8 capacity;

9 (f) "CERCLA" shall mean the Comprehensive Environmental Response, Com-
10 pensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and
11 Reauthorization Act of 1986 ("SARA"), Pub. L. 99-499, and any regulations promulgated pursuant there-
12 to;

13 (g) "Consent Order" shall mean an Agreement which in no way constitutes or
14 shall be construed as a unilateral order of any kind;

15 (h) "Days" shall mean calendar days, unless otherwise specified. Any submittal
16 under the terms of this Agreement that would be due on a Saturday, Sunday, or a state or federal holiday
17 shall be due on the following business day;

18 (i) "Deadline" shall mean an enforceable date which is also subject to stipulated
19 penalties;

20 (j) "Document" shall mean every document, report, schedule, deliverable, work
21 plan, or other item to be submitted to U.S. EPA and/or IDHW pursuant to this Agreement;

22 (k) "Hazardous substances" shall mean all hazardous wastes, pollutants, contam-
23 inants, or constituents regulated under CERCLA, RCRA, or HWMA;

24 (l) "HWMA" shall mean the Idaho Hazardous Waste Management Act of 1983,
25 I.C. §§ 39-4401 et seq., as amended, and any regulations promulgated pursuant thereto;

1 (m) "IDHW" shall mean the State of Idaho Department of Health and Welfare or
2 any of its successor agencies, employees, and authorized representatives;

3 (n) "INEL" shall mean the Idaho National Engineering Laboratory located near
4 Idaho Falls, Idaho, as described at 54 Fed. Reg. 48,184 (November 21, 1989);

5 (o) "Interim Action" ("IA") shall mean any early action taken in an operable unit
6 to achieve significant risk reduction quickly, or to expedite completion of total site cleanup, and which
7 should not be inconsistent with nor preclude the implementation of the final remedy;

8 (p) "Lead Agency" shall mean the regulatory agency (U.S. EPA or IDHW)
9 which is designated primary administrative technical oversight responsibility with respect to implement-
10 ing this Agreement at a particular Waste Area Group pursuant to the Action Plan;

11 (q) "NCP" shall mean the National Oil and Hazardous Substances Pollution Con-
12 tingency Plan, 40 C.F.R. Part 300, as amended;

13 (r) "Paragraph" shall mean a numbered Paragraph of this Agreement;

14 (s) "Part" shall mean one of the subdivisions of this Agreement which is desig-
15 nated by a Roman Numeral;

16 (t) "Parties" shall mean U.S. DOE, U.S. EPA, and IDHW;

17 (u) "Project Manager" shall mean each Party's primary lead for all INEL-related
18 contacts under this Agreement;

19 (v) "RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C.
20 §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984 ("HSWA"), Pub. L.
21 98-616, and any regulations promulgated pursuant thereto;

22 (w) "Response Action" includes all activities taken pursuant to the Action Plan of
23 this Agreement, subject to Paragraph 5.3, to satisfy the requirements of CERCLA and the corrective
24 action requirements of HWMA.

1 (x) "RI/FS Work Plan" is a plan which contains five (5) distinct components.
2 These are: (1) a Work Plan; (2) a Sampling and Analysis Plan which consists of a Field Sampling Plan
3 and a Quality Assurance Project Plan; (3) a Data Management Plan Supplement; (4) a Health and Safety
4 Plan; and (5) a Community Relations Plan Supplement;

5 (y) "State" shall refer to the State of Idaho, Department of Health and Welfare,
6 its employees, and authorized representatives;

7 (z) "Support Agency" shall mean the regulatory agency (U.S. EPA or IDHW)
8 which has not been assigned as Lead Agency. The Support Agency provides review, comments, and con-
9 sultation as resources permit;

10 (aa) "Target date" shall not mean an enforceable date and shall not be subject to
11 stipulated penalties;

12 (bb) "United States Department of Energy" ("U.S. DOE") shall mean the United
13 States Department of Energy, and any of its successor agencies, employees, and authorized repre-
14 sentatives;

15 (cc) "United States Environmental Protection Agency" ("U.S. EPA") shall mean
16 the United States Environmental Protection Agency, including Region 10, and any of its successor agen-
17 cies, employees, and authorized representatives;

18 (dd) "WAG Manager" shall mean each Party's lead for implementing WAG-
19 specific Action Plan requirements; and

20 (ee) "Waste Area Groups" or "WAG" shall mean one of the ten (10) permanent
21 management areas of INEL as defined in the Action Plan. Each WAG contains one or more operable
22 units, with designated Lead and Support Agencies as specified in the Action Plan.

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1 III. PARTIES

2 3.1 The Parties to this Agreement are U.S. EPA, IDHW, and U.S. DOE. Each
3 undersigned representative of a Party certifies that she or he is fully authorized to enter into the terms and
4 conditions of this Agreement.

5 3.2 Contractors of each Party are not considered Parties to this Agreement. The
6 Parties shall be responsible for ensuring that their respective contractors conduct their activities in confor-
7 mance with the requirements of this Agreement.

8 3.3 U.S. DOE shall provide a copy of this Agreement and relevant attachments to
9 each of its prime contractors at INEL. A copy of this Agreement shall be made available to all other con-
10 tractors and subcontractors at INEL retained to perform work under this Agreement.

11 3.4 U.S. DOE agrees to undertake all actions required by the terms and condi-
12 tions of this Agreement and not to contest IDHW or U.S. EPA jurisdiction to execute this Agreement and
13 enforce its requirements as provided herein, including, but not limited to, Part X and subject to
14 Part XXXI.

15 3.5 This Part III shall not be construed as a promise to indemnify any person.

16 3.6 Under no condition shall a Party under this Agreement utilize the services of
17 any consultant, prime contractor, or subcontractor who has been suspended, debarred, or voluntarily
18 excluded within the scope of 40 C.F.R. Part 32 or under the Federal Acquisition Regulations ("FAR") at
19 48 C.F.R. Subpart 9.4 et seq.

20
21 IV. STATEMENT OF PURPOSE

22 4.1 The general purposes of this Agreement are to:

23 (a) Ensure that the environmental impacts associated with releases or threatened
24 releases of hazardous substances at INEL are thoroughly investigated and that appropriate response

1 actions are undertaken and completed as necessary to protect the public health, welfare, and the
2 environment;

3 (b) Establish a procedural framework and schedule for developing, prioritizing,
4 implementing, and monitoring appropriate response actions at INEL in accordance with CERCLA,
5 RCRA, and HWMA;

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

8 (d) Minimize the duplication of analysis and documentation;

9 (e) Expedite the cleanup process to the maximum extent practicable consistent
10 with protection of human health and the environment; and

11 (f) Supersede the Consent Order and Compliance Agreement ("COCA"), Docket
12 No. 1086-05-16-3008/3013, issued pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, and executed
13 on July 10, 1987.

14 4.2 Specifically, the purposes of this Agreement are to:

15 (a) Identify IA alternatives which are appropriate at INEL prior to the implemen-
16 tation of final actions at INEL. IA alternatives shall be identified and informally proposed by the Parties
17 as early as possible and prior to formal proposal. This process is designed to promote cooperation among
18 the Parties in promptly identifying IA alternatives;

19 (b) Establish requirements for the performance of investigations to determine
20 fully the nature and extent of any threat to the public health or welfare or the environment caused by any
21 release or threatened release of hazardous substances at INEL, and to establish requirements for the per-
22 formance of studies for U.S. DOE to identify, evaluate, and select alternatives for the appropriate action(s)
23 to prevent, mitigate, or abate the release or threatened release of hazardous substances at INEL;

24 (c) Implement the selected response actions in accordance with the Action Plan;
25 and

1 (d) Assure compliance with applicable federal and state hazardous waste laws
2 and regulations for matters covered herein.

3
4 V. STATUTORY COMPLIANCE

5 5.1 This Agreement integrates U.S. DOE's CERCLA response obligations and
6 RCRA and HWMA corrective action obligations at INEL which relate to the release(s) of hazardous sub-
7 stances covered by this Agreement. Compliance with activities required by this Agreement will be
8 deemed to: achieve compliance with CERCLA, 42 U.S.C. § 9601, *et seq.*; satisfy the corrective action
9 requirements of Sections 3004 (u) and (v) of RCRA, 42 U.S.C. §§ 6924(u) and (v), for a RCRA permit,
10 and Section 3008 (h), 42 U.S.C. § 6928 (h), for interim status facilities; satisfy the corrective action
11 requirements of HWMA; and meet or exceed all applicable or relevant and appropriate federal and state
12 laws and regulations to the extent required by Section 121 of CERCLA, 42 U.S.C. § 9621.

13 5.2 Based upon the foregoing, the Parties intend that any response action
14 selected, implemented, and completed under this Agreement will be protective of human health and the
15 environment such that remediation of releases covered by this Agreement shall obviate the need for
16 further response action under federal or state law.

17 5.3 Nothing in this Agreement shall alter U.S. DOE authority with respect to
18 removal actions which are conducted pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, as provided
19 by Executive Order 12580.

20
21 VI. REGULATORY DETERMINATIONS

22 6.1 The following sections of this Part constitute a summary of the facts upon
23 which U.S. EPA and IDHW are proceeding for the purposes of this Agreement. Neither the facts nor
24 determinations stated in this Agreement shall be considered admissions by U.S. DOE; nor shall they be
25 used for any purpose other than determining the jurisdictional basis of this Agreement.

1 6.2 INEL is a facility as defined in Section 101(9) of CERCLA, 42 U.S.C. §
2 9601(9) and was listed by U.S. EPA on the National Priorities List ("NPL") on November 21, 1989.
3 54 Fed. Reg. 44,184 (November 21, 1989).

4 6.3 Since the establishment of the INEL Site in 1949, materials subsequently
5 defined as hazardous substances have been produced, disposed of, and released at INEL;

6 6.4 U.S. DOE is a generator of hazardous waste and an owner/operator of a
7 hazardous waste management facility at INEL. Facilities at INEL engaged in treatment, storage, or
8 disposal of hazardous waste at the INEL facility are subject to interim status requirements;

9 6.5 U.S. DOE owned and operated its facility as a hazardous waste management
10 facility on and after November 19, 1980, the applicable date which renders facilities subject to interim
11 status requirements or the requirement to have a permit under Sections 3004 and 3005 of RCRA,
12 42 U.S.C. §§ 6924 and 6925, and HWMA; and July 3, 1986, the applicable date for interim status for
13 permits under Sections 3004 and 3005 of RCRA, 42 U.S.C. §§ 6924 and 6925, and HWMA for mixed
14 waste facilities.

15 6.6 Pursuant to Section 3010 of RCRA, 42 U.S.C. § 6930, U.S. DOE notified
16 U.S. EPA of its hazardous waste activity. In its notification, U.S. DOE identified itself as a generator of
17 hazardous waste and an owner/operator of INEL, a treatment, storage, and disposal facility for hazardous
18 waste;

19 6.7 There have been releases and there may continue to be releases and threat-
20 ened releases of hazardous substances into the environment within the meaning of Sections 101(22), 104,
21 106, and 107 of CERCLA, 42 U.S.C. §§ 9601(22), 9604, 9606, and 9607; Section 3004 (u) of RCRA,
22 42 U.S.C. § 6924 (u); and HWMA, I.C. 39-4408, at or from INEL. With respect to those releases or
23 threatened releases, U.S. DOE is a responsible person within the meaning of Section 107 of CERCLA,
24 42 U.S.C. § 9707, and HWMA, I.C. 39-4403;

1 B. Response Actions

2 7.4 The Parties seek to ensure site-wide consistency, minimize the potential for
3 conflict, eliminate potentially duplicative or uncoordinated requirements, utilize well-established and
4 available processes and guidance, achieve compliance with CERCLA, RCRA, and HWMA, and agree
5 that the HWMA corrective action process is functionally equivalent to the CERCLA response action
6 process. Therefore, the requirements of CERCLA and the NCP shall be reflected in the Action Plan.

7 7.5 The Parties agree to apply the Action Plan at all WAGs, regardless of the
8 Lead Agency designation.

9 7.6 It is the intent of the Parties that the Action Plan process shall apply to all
10 cleanups covered by this Agreement to the exclusion of any process in future RCRA or HWMA correc-
11 tive action regulations which would otherwise be applicable. In the event that the regulatory agencies
12 determine that the process of such corrective action regulations become applicable and could impose in-
13 consistent or duplicative requirements, the Parties shall amend this Agreement to assure compliance with
14 CERCLA and ensure that the CERCLA/NCP response action process referenced in the Action Plan
15 continues to be applied at all WAGs.

16 C. Permitting

17 7.7 The Parties recognize that under Section 121 (e) (1) of CERCLA, 42 U.S.C.
18 9621 (e) (1), response actions called for by this Agreement and conducted entirely on the INEL Site are
19 exempted from the procedural requirement to obtain federal, state, or local permits, when such response
20 action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. 9621. Nonethe-
21 less, these actions shall satisfy, to the extent authorized by law, all the applicable or relevant and appro-
22 priate federal and state standards, requirements, criteria, or limitations which would have been included in
23 any such permit. Accordingly, when U.S. DOE proposes that a response action be conducted entirely on
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1 the INEL Site which, in the absence of Section 121 (e) (1) of CERCLA and the NCP, would require a
2 federal or state permit, U.S. DOE shall include in the appropriate documents submitted to the Lead and
3 Support Agencies:

- 4 (a) Identification of each permit which would otherwise be required;
5 (b) Identification of the standards, requirements, criteria, or limitations which
6 would have had to have been met to obtain each permit; and
7 (c) Explanation of how the response action proposed will meet the standards,
8 requirements, criteria, or limitations of this Part.

9 7.8 The Parties further recognize that on-going hazardous waste management
10 activities at INEL not subject to this Agreement may require the issuance of permits under federal and
11 state laws. This Agreement does not affect the requirements, if any, to obtain such permits. However, this
12 Agreement shall be referenced and incorporated as corrective action in any permit issued to U.S. DOE for
13 ongoing hazardous waste management activities at INEL. With respect to response action portions of this
14 Agreement incorporated by reference into permits, the Parties intend that judicial review of the incor-
15 porated portions shall, to the extent authorized by law, only occur under the provisions of CERCLA.

16 VIII. CONSULTATION WITH U.S. EPA AND IDHW

17 A. Applicability

18 8.1 The provisions of this Part establish the procedures that shall be used by the
19 Parties to provide each other with appropriate notice, review, comment, and response to comments regard-
20 ing submitted documents, specified herein as either primary or secondary documents. In accordance with
21 Section 120 of CERCLA, 42 U.S.C. § 9620, U.S. DOE will normally be responsible for issuing primary
22 and secondary documents to U.S. EPA and IDHW. As of the effective date of this Agreement, all draft
23 and final documents for any deliverable document identified herein shall be prepared, distributed, and
24 subject to dispute in accordance with Paragraphs 8.3 through 8.24 below.

1 8.2 The designation of a document as "draft" or "final" is solely for purposes of
2 consultation with U.S. EPA and IDHW in accordance with this Part. Such designation does not affect the
3 obligation of the Parties to issue documents, which may be referred to herein as "final," to the public for
4 review and comment as appropriate and as required by law.

5 B. General Process for Submission of Documents

6 8.3 Primary documents include those documents that are major, discrete portions
7 of required activities. Primary documents shall be initially issued by U.S. DOE in draft, subject to review
8 and comment by U.S. EPA and IDHW. Following receipt of comments on a particular draft primary doc-
9 ument, U.S. DOE shall respond to the comments received and issue a draft final primary document sub-
10 ject to dispute resolution. The draft final primary document shall become the final primary document
11 either thirty (30) days after submittal of a draft final document if dispute resolution is not invoked, unless
12 otherwise agreed as provided in Paragraph 8.18, or as modified by decision of the dispute resolution
13 process. The lead/support agencies shall, within the first fifteen (15) days of this thirty (30) day period for
14 finalization of primary documents, identify to U.S. DOE any issues or comments in order to provide suf-
15 ficient time for review, discussion, and modification of draft final documents, as necessary, to resolve
16 potential disputes.

17 8.4 Secondary documents include those documents that are discrete portions of
18 the primary documents and are typically input or feeder documents. Secondary documents shall be issued
19 by U.S. DOE in draft subject to review and comment by U.S. EPA and IDHW. Although U.S. DOE shall
20 respond to comments received, the draft secondary documents may be finalized in the context of the cor-
21 responding draft final primary document to be issued. A secondary document may be disputed at the time
22 the corresponding draft final primary document is issued.

1 C. Primary Documents

2 8.5 As required by the Action Plan, U.S. DOE shall complete and transmit for
3 each OU/WAG the applicable primary documents to U.S. EPA and IDHW for review and comment in
4 accordance with the provisions of this part:

- 5 (a) Remedial Investigation ("RI")/Feasibility Study ("FS") Scope of
6 Work ("SOW")
7 (b) RI/FS Work Plan
8 (c) RI/FS Report
9 (d) Record of Decision ("ROD")
10 (e) Remedial Design ("RD")
11 (f) Remedial Action ("RA") Work Plan
12 (g) RA Report
13 (h) Operations and Maintenance Report

14 8.6 Only the draft final versions for the primary documents identified above shall
15 be subject to dispute resolution. U.S. DOE shall complete and transmit draft primary documents in accor-
16 dance with the deadlines established in Table A.1 of Appendix A of the Action Plan. The Action Plan is
17 appended to the Agreement as Attachment A.

18 D. Secondary Documents

19 8.7 As required by the Action Plan, U.S. DOE shall complete and transmit the
20 following applicable draft secondary documents to U.S. EPA and IDHW for review and comment in ac-
21 cordance with the provisions of this part:

- 22 (a) Scope of Work for Interim Actions
23 (b) Preliminary Scoping Track 2 Sampling and Analysis Plan
24 (c) Preliminary Scoping Track 2 Summary Report
25 (d) RI Report/Baseline Risk Assessment

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- (e) Proposed Plan
- (f) Health and Safety Plans submitted with RI/FS Work Plans

8.8 Although U.S. EPA and IDHW may comment on the draft documents for the secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Paragraphs 8.4 and 8.6. Target dates are established for the completion and transmission of draft secondary documents pursuant to the Action Plan.

E. Meetings of the Project Managers on Development of Documents

8.9 The Project Managers shall meet or confer approximately every fourteen (14) days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at INEL on the primary and secondary documents. Prior to preparing any draft document specified in Paragraphs 8.5 and 8.7 above, the Project Managers shall meet to discuss the document in an effort to reach a common understanding, to the maximum extent practicable, with respect to the results to be presented in the draft document.

F. Identification and Determination of Potential ARARs

8.10 For those primary documents or secondary documents that consist of or include ARAR determinations, the Project Managers shall meet prior to the issuance of a draft document, to identify and propose, to the best of their ability, all potential ARARs pertinent to the document being addressed. Draft ARAR determinations shall be prepared by U.S. DOE in accordance with Section 121 (d) (2) of CERCLA, 42 U.S.C. § 9621 (d) (2), the NCP, and pertinent guidance issued by U.S. EPA and IDHW which is not inconsistent with CERCLA and the NCP.

8.11 In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a site-specific basis and that ARARs depend on the specific hazardous substances at a site, the particular actions proposed as a remedy, and the characteristics of a site. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be re-examined throughout the RI/FS process until a ROD is issued.

1 8.15 In commenting on a draft document which contains a proposed ARARs
2 determination, U.S. EPA and IDHW shall include a reasoned statement of whether they object to any por-
3 tion of the proposed ARARs determination. To the extent that U.S. EPA or IDHW do object, they shall
4 explain the basis for their objection in detail and shall identify any ARARs which they believe were not
5 properly addressed in the proposed ARARs determination.

6 8.16 Following the close of the comment period for a draft document, U.S. DOE
7 shall give full consideration to all written comments on the draft document submitted during the comment
8 period. With the exception of the RI with Baseline Risk Assessment, which shall be forty-five (45) days,
9 U.S. DOE shall transmit to U.S. EPA and IDHW its written response to comments received during the
10 comment period within thirty (30) days of the close of the comment period on a draft secondary docu-
11 ment. Within forty-five (45) days of the close of the comment period on a draft primary document, U.S.
12 DOE shall transmit to U.S. EPA and IDHW a draft final primary document, which shall include
13 U.S. DOE's response to all written comments received within the comment period. While the resulting
14 draft final document shall be the responsibility of U.S. DOE, it shall be the product of consensus to the
15 maximum extent possible.

16 8.17 In cases involving complex or unusually lengthy documents, U.S. DOE may
17 extend the comment period provided in Paragraph 8.16 for an additional twenty (20) days by providing
18 notice to U.S. EPA and IDHW. In appropriate circumstances, this time period may be further extended in
19 accordance with Part XIII.

20 8.18 Project Managers may agree to extend by fifteen (15) days the period for
21 finalization of the draft final primary documents provided in Paragraph 8.3 as necessary for editing
22 purposes.

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

2 8.19 Dispute resolution shall be available to the Parties for draft final primary
3 documents as set forth in Part IX. When dispute resolution is invoked on a draft final primary document,
4 work may be stopped in accordance with the procedures set forth in Part IX.

5 I. Finalization of Draft Final Primary Documents

6 8.20 The draft final primary document shall serve as the final primary document if
7 no Party invokes dispute resolution regarding the document or, if invoked, at completion of the dispute
8 resolution process should U.S. DOE's position be sustained. If U.S. DOE's determination is not sustained
9 in the dispute resolution process, U.S. DOE shall prepare, within not more than thirty-five (35) days, a
10 revision of the draft final document which conforms to the results of dispute resolution. In appropriate
11 circumstances, the time period for this revision period may be extended in accordance with Part XIII
12 hereof.

13 J. Subsequent Modifications of Final Primary Documents

14 8.21 Following finalization of any primary document pursuant to Paragraph 8.20,
15 any Party to this Agreement may seek to modify the document, including seeking additional field work,
16 pilot studies, computer modeling, or other supporting technical work, only as provided in Paragraphs 8.22
17 and 8.23.

18 8.22 A Party may seek to modify a primary document after finalization if it deter-
19 mines, based on new information (i.e., information that became available, or conditions that became
20 known, after the document was finalized) that the requested modification is necessary. A Party may seek
21 such a modification by submitting a concise written request to the Project Manager of the other Parties.
22 The request shall specify the nature of the requested modification and the new information upon which
23 the request is based.

1 (b) Prior to any Party's issuance of a written statement of dispute, the disputing
2 Party shall engage the other Parties in informal dispute resolution among the Project Managers and/or
3 their immediate supervisors. During this informal dispute resolution period the Parties shall meet as many
4 times as are necessary to discuss and attempt resolution of the dispute.

5 (c) If agreement cannot be reached on any issue within the informal dispute reso-
6 lution period, the disputing Party shall forward a written statement of dispute to the Dispute Resolution
7 Committee ("DRC") thereby elevating the dispute to the DRC for resolution.

8 (d) The Dispute Resolution Committee ("DRC") will serve as a forum for resolu-
9 tion of disputes for which agreement has not been reached through informal dispute resolution. The Par-
10 ties shall each designate one individual and an alternate to serve on the DRC. U.S. DOE may designate a
11 different individual and an alternate with respect to matters at the Naval Reactors Facility ("WAG 8") and
12 the Argonne National Laboratory - West ("WAG 9"). The individuals designated to serve on the DRC
13 shall be employed at a policy level equivalent to Senior Executive Service ("SES") or be delegated the
14 authority to participate on the DRC for the purposes of dispute resolution under this Agreement. The U.S.
15 EPA's representative on the DRC is the Hazardous Waste Division Director of U.S. EPA's Region 10
16 ("U.S. EPA Division Director"). The IDHW representative on the DRC is the Chief of the Hazardous
17 Materials Bureau ("Bureau Chief"). U.S. DOE's representative on the DRC is the Assistant Manager for
18 Environmental Restoration and Waste Management. Written notice of any delegation of authority from a
19 Party's designated representative on the DRC shall be provided to all other Parties pursuant to the proce-
20 dures of Part XVIII.

21 (e) Following elevation of a dispute to the DRC, the DRC shall have twenty-one
22 (21) days to unanimously resolve the dispute and issue a written decision signed by all Parties. If the
23 DRC is unable to unanimously resolve the dispute within this twenty-one (21) day period the written
24 statement of dispute shall be forwarded to the Senior Executive Committee ("SEC") for resolution.

1 (f) The SEC will serve as the forum for resolution of disputes for which agree-
2 ment has not been reached by the DRC. The U.S. EPA representative on the SEC is the Regional Admin-
3 istrator of U.S. EPA's Region 10 ("U.S. EPA RA"). The IDHW representative on the SEC is the
4 Administrator of the Division of Environmental Quality ("DEQ Administrator"). U.S. DOE's representa-
5 tive on the SEC is the Manager of the U.S. DOE Idaho Field Office. The SEC members shall, as appro-
6 priate, confer, meet, and exert their best efforts to resolve the dispute and issue a written decision signed
7 by all Parties. If unanimous resolution of the dispute is not reached within twenty-one (21) days, the
8 U.S. EPA RA shall issue a written position for disputes arising at U.S. EPA-lead WAGs, and the DEQ
9 Administrator shall issue a written position for disputes arising at IDHW-lead WAGs. Any Party may,
10 within twenty-one (21) days of the issuance of U.S. EPA's or IDHW's position, issue a written notice ele-
11 vating the dispute to the Administrator of U.S. EPA for U.S. EPA-lead WAGs or the Governor of the
12 State of Idaho for IDHW-lead WAGs for resolution in accordance with all applicable laws and proce-
13 dures. In the event that a Party elects not to elevate the dispute to the Administrator or Governor within
14 the designated twenty-one (21) day escalation period, the Party shall be deemed to have agreed with U.S.
15 EPA RA's or DEQ Administrator's written position with respect to the dispute.

16 (g) Upon escalation of a dispute to the Administrator of U.S. EPA or Governor of
17 Idaho pursuant to Paragraph 9.2(f), the Administrator or Governor, as appropriate, shall issue a final
18 written decision to the Parties within twenty-one (21) days. Upon request, and prior to issuance of the
19 final written decision, the U.S. EPA Administrator and the Governor of Idaho shall jointly meet and
20 confer with the Secretary of U.S. DOE to discuss the issue(s) in dispute. If there is disagreement between
21 the Administrator and the Governor regarding a final written decision, within twenty-one (21) days of its
22 issuance, the Administrator or the Governor, as appropriate, shall issue a written statement of position.
23 The duties of the Administrator and the Governor of Idaho as set forth in this Part shall not be delegated.
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1 (h) The pendency of any dispute under this Part shall not affect U.S. DOE's
2 responsibility for timely performance of the work required by this Agreement, except that the time period
3 for completion of work affected by such dispute shall be extended for a period of time usually not to
4 exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified
5 herein or as mutually agreed. All elements of the work required by this Agreement which are not affected
6 by the dispute shall continue and be completed in accordance with the applicable schedule.

7 (i) When dispute resolution is in progress, work affected by the dispute shall
8 immediately be discontinued if the appropriate Lead Agency DRC representative requests, in writing, that
9 work related to the dispute be stopped because, in its opinion, such work is inadequate or defective, and
10 such inadequacy or defect is likely to yield an adverse effect on human health or welfare or the environ-
11 ment, or is likely to have a substantial adverse effect on the remedy selection or implementation process.
12 To the extent possible, the Party seeking a work stoppage shall consult with the other Parties prior to initi-
13 ating a work stoppage request. After stoppage of work, if a Party believes that the work stoppage is inap-
14 propriate or may have potential significant adverse impacts, the Party may meet with the Party ordering a
15 work stoppage to discuss the work stoppage. Following this meeting, and further consideration of the
16 issues, the appropriate Lead Agency DRC representative will issue, in writing, a final decision with
17 respect to the work stoppage. This final written decision may immediately be subjected to formal dispute
18 resolution. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of the
19 Party requesting dispute resolution.

20 (j) Within thirty-five (35) days of resolution of a dispute pursuant to the proce-
21 dures specified in this Part, U.S. DOE shall incorporate the resolution and final determination into the
22 appropriate plan, schedule, or procedures and proceed to implement this Agreement according to the
23 amended plan, schedule, or procedures.
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1 (k) All Parties shall abide by all terms and conditions of any final resolution of
2 dispute obtained pursuant to this Part of this Agreement, except as provided in Part XXXI.

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4 X. ENFORCEABILITY

5 10.1 The Parties agree that:

6 (a) Upon the effective date of this Agreement, any standard, regulation, condi-
7 tion, requirement, or order which has become effective under CERCLA and is incorporated into this
8 Agreement is enforceable by any person pursuant to Section 310 of CERCLA, 42 U.S.C. § 9659, and any
9 violation of such standard, regulation, condition, requirement, or order shall be subject to civil penalties
10 under Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659 and 9609;

11 (b) All timetables or deadlines associated with the development, implementation,
12 and completion of the RI/FS shall be enforceable by any person pursuant to Section 310 of CERCLA,
13 42 U.S.C. § 9659, and any violation of such timetables or deadlines will be subject to civil penalties under
14 Sections 310 (c) and 109 of CERCLA, 42 U.S.C. §§ 9659 (c) and 9609;

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

20 (d) Any final resolution of a dispute pursuant to Part IX of this Agreement which
21 establishes a term, condition, timetable, deadline, or schedule shall be enforceable by any person pursuant
22 to Section 310 of CERCLA, 42 U.S.C. § 9659, and any violation of such term, condition, timetable,
23 deadline, or schedule will be subject to civil penalties under Sections 310 (c) and 109 of CERCLA,
24 42 U.S.C. §§ 9659 (c) and 9609.

1 11.3 The annual reports required by Section 120 (e) (5) of CERCLA, 42 U.S.C. §
2 9620 (e) (5), shall include, with respect to each final assessment of a stipulated penalty against U.S. DOE
3 under this Agreement, each of the following:

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

12 11.4 Stipulated penalties assessed pursuant to CERCLA and this Part shall be pay-
13 able to the Federal Hazardous Substances Response Trust Fund from funds authorized and appropriated
14 for that specific purpose.

15 11.5 In no event shall this Part give rise to a CERCLA stipulated penalty in excess
16 of the amount set forth in Section 109 of CERCLA, 42 U.S.C. § 9609.

17 11.6 This Part shall not affect U.S. DOE's ability to obtain an extension of a time-
18 table and deadline or schedule pursuant to Part XIII.

19 11.7 Nothing in this Agreement shall be construed to render any officer or em-
20 ployee of U.S. DOE personally liable for the payment of any stipulated penalty assessed pursuant to this
21 Part.

22 11.8 In the event that current and applicable law respecting fines and penalties
23 changes, the Parties agree to meet and negotiate whether modifications to this Part are appropriate. The
24 dispute process in Part IX shall not apply to this issue.

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

(a) An event of Force Majeure;

(b) A delay caused by another Party's failure to meet any requirement of this Agreement;

(c) A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;

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

(e) Any other event or series of events mutually agreed to by the Parties as constituting good cause, including delays that result from compliance with other federal laws.

13.3 Absent agreement of the Parties with respect to the existence of good cause, U.S. DOE may seek and obtain a determination through Part IX.

13.4 Within seven (7) days of receipt of a request for an extension of a timetable and deadline or a schedule, U.S. EPA and IDHW shall advise U.S. DOE in writing of their respective positions on the request. Any failure by U.S. EPA or IDHW to respond within the seven (7) day period shall be deemed to constitute concurrence in the request for extension. If U.S. EPA or IDHW does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

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

1 (b) On an annual basis, and in accordance with 10 C.F.R. Parts 600 and 1024: (1)
2 IDHW shall submit, in a timely fashion and in writing, to U.S. DOE a grant application including a pro-
3 posed Scope of Work and estimates of costs to be incurred relating to CERCLA response actions, as de-
4 fined herein, to be performed under this Agreement by IDHW for the upcoming year, and (2) subsequent
5 to negotiation between U.S. DOE and IDHW, U.S. DOE shall make a grant award;

6 (c) In the event that U.S. DOE contends that any costs incurred were not directly
7 related to the implementation of this Agreement, or were incurred in a manner inconsistent with
8 CERCLA, the NCP, or the grant award, U.S. DOE may challenge the costs allowable under the grant to
9 IDHW. If unresolved, IDHW's demand, and U.S. DOE's challenge, may be resolved through the appeals
10 procedures set forth in 10 C.F.R. Part 600 and 10 C.F.R. Part 1024;

11 (d) Subject to Paragraph 14.3, U.S. DOE shall not be responsible under the terms
12 of this Agreement for reimbursing IDHW for any costs actually incurred in excess of the maximum U.S.
13 DOE obligation as defined in the grant award; and

14 (e) IDHW's performance of its obligations under this Agreement shall be
15 excused if its justifiable response costs as defined herein are not paid as required by this Part.

16 14.3 IDHW reserves any rights it may have to recover costs for matters not
17 covered by this Agreement, or costs not reimbursed by U.S. DOE pursuant to Paragraph 14.2 after
18 exhaustion of the appeals procedures described in Paragraph 14.2 (c). In any judicial proceeding in which
19 IDHW seeks to recover such costs, nothing in this Agreement shall create an independent right to recover
20 costs, nor create a presumption, nor constitute an admission or agreement by U.S. DOE, that U.S. DOE is
21 liable for costs which are incurred by the State of Idaho or that such costs constitute or do not constitute
22 recoverable costs.

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XV. ADDITIONAL WORK

15.1 In the event that additional work, or modification to work, including remedial investigatory work, engineering evaluation, and changes to operable units is necessary to accomplish the objectives of this Agreement, notification and description of such additional work or modification to work shall be provided to U.S. DOE. U.S. 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 U.S. DOE does not agree that such additional work is required by this Agreement or if U.S. DOE asserts such additional work is otherwise inappropriate, the matter shall be resolved in accordance with the dispute resolution procedures of this Agreement, as appropriate. Field modifications, as set forth in the Action Plan, are not subject to this Part.

15.2 Any additional work or modification to work determined to be necessary by U.S. DOE shall be proposed by U.S. DOE and will be subject to review in accordance with the appropriate dispute resolution procedures of this Agreement, as appropriate, prior to initiation.

15.3 If, during implementation of any additional work or modification to work, U.S. DOE determines that the work will adversely affect work schedules or will require significant revisions to an approved schedule, the U.S. EPA and IDHW Project Managers shall be immediately notified of the situation followed by a brief written explanation within seven (7) days of the initial notification. Requests for extension of deadlines or schedule(s) shall be evaluated in accordance with Part XIII.

15.4 Any additional work accomplished pursuant to this Part shall be reflected in a written amendment to this Agreement as provided for in Part XXX.

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XVI. QUALITY ASSURANCE

16.1 All response work performed pursuant to this Agreement shall be done under the direction and supervision of, or in consultation with, as necessary, a qualified engineer, hydrogeolo-

1 meeting time schedules, include the reason(s) for the delay, actions taken to prevent or mitigate the delay,
2 and identify any potential problems that may result in a departure from the requirements and time
3 schedules.

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5 **XVIII. NOTICE TO THE PARTIES**

6 18.1 All Parties shall transmit primary and secondary documents, comments, and
7 all notices required herein by U.S. Mail, next day mail (i.e., express mail), hand delivery, or facsimile fol-
8 lowed by mailing of originals. Time limitations shall commence upon receipt.

9 18.2 Notice to the individual Parties shall be provided under this Agreement to the
10 Parties, unless otherwise provided, at the following addresses:

11 (a) **For U.S. DOE:**

12 INEL IAG Project Manager
13 U.S. Department of Energy
14 Idaho Field Office
15 785 DOE Place
16 Idaho Falls, Idaho 83401-1562
17 (208) 526-1148

18 (b) **For U.S. EPA:**

19 INEL IAG Project Manager
20 Region 10
21 U.S. Environmental Protection Agency
22 1200 Sixth Avenue, HW-112
23 Seattle, Washington 98101
24 (206) 553-7261

25 (c) **For the State of Idaho:**

26 INEL IAG Project Manager
27 Division of Environmental Quality
28 1410 North Hilton Street
Boise, Idaho 83706
(208) 334-5879

1 18.3 U.S. DOE shall submit six (6) copies of all documents and notices to U.S.
2 EPA and IDHW. Where practicable, all submittals shall be two-sided copies on recycled paper.

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4 XIX. SAMPLING AND DATA/DOCUMENT AVAILABILITY

5 19.1 The Parties intend to make available to each other quality assured results of
6 sampling, tests, or other data generated by any Party, or on their behalf, with respect to the implemen-
7 tation of this Agreement within seventy-five (75) days of collection. Quality assured data or results shall
8 be submitted as they become available but no later than one hundred and twenty (120) days after
9 collection.

10 19.2 Non-quality assured data results received by U.S. DOE will, upon request, be
11 made available to U.S. EPA or IDHW at INEL. Neither U.S. EPA nor IDHW will duplicate or remove
12 these records, information, or data, unless U.S. EPA or IDHW provide written assurance that U.S. EPA or
13 IDHW will treat the non-quality assured data as confidential and not disclose the data pending completion
14 of quality assurance or expiration of the one hundred and twenty (120) day period provided for complet-
15 ing quality assurance.

16 19.3 To the extent that non-quality assured data are made available to, or re-
17 viewed by, U.S. EPA or IDHW prior to the one hundred and twenty (120) day period established in
18 Paragraph 19.1, such data so disclosed:

19 (a) shall not form the basis for agency action; provided, however, that U.S. EPA
20 or IDHW may request that U.S. DOE accelerate completion of quality assurance procedures regarding
21 specific data; and

22 (b) shall be held in confidence and shall not be further disclosed except with the
23 consent of U.S. DOE or as may be mandatory under applicable law. Prior to any mandatory further dis-
24 closure under this paragraph, U.S. EPA and IDHW shall consult and coordinate with U.S. DOE; provided,
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1 however, that U.S. EPA shall, upon U.S. DOE's request, promptly transfer responsibility for responding to
2 a request for such data to U.S. DOE as provided in 40 C.F.R. 2.111 (d)(2).

3 19.4 At the request of either the IDHW or U.S. EPA Project Manager, U.S. DOE
4 shall allow split or duplicate samples to be taken by IDHW or U.S. EPA during sample collection
5 conducted during the implementation of this Agreement. U.S. DOE shall have the opportunity to take
6 split samples when U.S. EPA or IDHW undertakes such activity pursuant to this Agreement. The Project
7 Managers shall notify the other respective Project Managers not less than fourteen (14) business days in
8 advance of any well drilling, sample collection, or other monitoring activity conducted pursuant to this
9 Agreement. The fourteen (14) day notification can be waived upon mutual agreement among the Project
10 Managers for U.S. DOE, U.S. EPA, and IDHW.

11 19.5 If preliminary analysis indicates a potential imminent and substantial endan-
12 germent to the public health, all Project Managers shall be immediately notified.

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14 XX. RETENTION OF RECORDS AND ADMINISTRATIVE RECORD

15 20.1 U.S. DOE will establish and maintain databases for compilation of site-wide
16 validated and quality assured technical decision-level data that will be considered or relied upon in selec-
17 tion of response actions. The data will be maintained at a U.S. DOE-designated storage location(s) and
18 summarized in the administrative record file, located at the INEL Technical Library in Idaho Falls, Idaho.
19 U.S. DOE will provide U.S. EPA and IDHW with access to the data pursuant to Part XIX of the Agree-
20 ment. Hard copies of the electronically maintained data will be available to U.S. EPA, IDHW, and mem-
21 bers of the public upon request.

22 20.2 U.S. DOE shall preserve for a minimum of ten (10) years after termination of
23 this Agreement all of the records in its possession, or in the possession of its contractors, related to
24 sampling, analysis, investigations, and monitoring conducted in accordance with this Agreement. After
25 this ten (10) year period, U.S. DOE shall notify U.S. EPA and IDHW at least forty-five (45) days prior to

1 scheduled to commence. U.S. DOE shall provide U.S. EPA and IDHW with copies of such agreements.
2 With respect to non-U.S. DOE property upon which monitoring wells, pumping wells, treatment facilities,
3 ties, or other response actions are to be located, U.S. DOE shall use its best efforts to obtain access agree-
4 ments that provide that no conveyance of title, easement, or other interest in the property shall be
5 consummated without provisions for the continued operation of such wells, treatment facilities, or other
6 response actions on the property; and provide that the owners of any property where monitoring wells,
7 pumping wells, treatment facilities, or other response actions are located shall notify U.S. DOE, IDHW,
8 and U.S. EPA by certified mail, at least thirty (30) days prior to any conveyance, of the property owner's
9 intent to convey any interest in the property and of the provisions made for the continued operation of the
10 monitoring wells, treatment facilities, or other response actions installed pursuant to this Agreement.

11 12 XXII. FIVE-YEAR REVIEW

13 22.1 Consistent with Section 121(c) of CERCLA, 42 U.S.C. § 9621 (c), and in
14 accordance with this Agreement, U.S. DOE agrees that U.S. EPA may review response action(s) for OUs
15 that allow hazardous substances to remain on-site, no less often than every five (5) years after the initia-
16 tion of the final response action for such OU to assure that human health and the environment are being
17 protected by the response action being implemented. If upon such review it is the judgment of U.S. EPA,
18 after consultation with IDHW, that additional action or modification of the response action is appropriate
19 in accordance with Sections 104, 106, and 120 of CERCLA, 42 U.S.C. §§ 9604, 9606, and 9620, U.S.
20 EPA and IDHW may require U.S. DOE to implement such Additional Work pursuant to Part XV.

21 22 XXIII. TRANSFER OF PROPERTY

23 23.1 Conveyance of title, easement, or other interest in the real property subject to
24 this Agreement shall be in accordance with Section 120 (h) of CERCLA, 42 U.S.C. § 9620 (h), and any
25 applicable requirements of RCRA or HWMA.

1 25.3 Upon completion of all remedial action for the INEL Site, U.S. DOE may
2 request, in writing, a determination from U.S. EPA that it is appropriate to delete INEL from the NPL.
3 Upon receipt of this submission from U.S. DOE, U.S. EPA, after consultation with IDHW, shall apply the
4 factors outlined in 40 CFR § 300.425 and determine whether all appropriate response action has been
5 implemented at the Site, and whether any potential threat to public health or the environment remains.

6 25.4 If U.S. EPA determines, after consultation with IDHW, that no further
7 response is appropriate and that the Site should be deleted from the NPL, U.S. EPA will initiate steps to
8 delete the Site from the NPL, consistent with CERCLA, as amended, and the NCP.

9 25.5 If U.S. EPA determines, after consultation with IDHW, that deletion from the
10 NPL is not warranted, U.S. EPA shall so notify U.S. DOE, in writing, and provide specific reasons for the
11 determination. U.S. DOE shall take appropriate steps to correct any deficiencies noted and may subse-
12 quently resubmit for U.S. EPA's reconsideration U.S. DOE's request for deletion in accordance with the
13 provisions of this Part.

14
15 XXVI. CLASSIFIED AND CONFIDENTIAL INFORMATION

16 26.1 Notwithstanding any provision of this Agreement, all requirements of the
17 Atomic Energy Act of 1954, as amended, and all Executive Orders concerning the handling of unclassi-
18 fied controlled nuclear information, naval nuclear propulsion information, restricted data, and national
19 security information, including "need to know" requirements, shall be applicable to any access to infor-
20 mation or facilities, or public dissemination of information, covered under the provisions of this Agree-
21 ment. In addition, those data, documents, records, or files which could otherwise be withheld pursuant to
22 the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, or the Privacy Act of 1972, 5 U.S.C. § 552 (a),
23 unless expressly authorized for release by the originating Party, shall be handled in accordance with those
24 provisions of law and any implementing regulation. Upon submission to IDHW, U.S. DOE shall identify
25 any materials determined by U.S. DOE to be exempt from public disclosure pursuant to FOIA, and, unless

1 (f) delays caused by compliance with applicable statutes or regulations governing contracting, procurement, or acquisition procedures, despite the exercise of reasonable diligence; and

2 (g) insufficient availability of appropriated funds, if U.S. DOE shall have made timely
3 request for such funds as part of the budgetary process as set forth in Part XXVIII of this Agreement.

4 27.2 A Force Majeure shall also include any strike or other labor dispute, whether
5 or not within the control of the Parties affected thereby. A Force Majeure shall not include increased costs
6 or expenses of response actions, whether or not anticipated at the time such response actions were
7 initiated.

8 27.3 U.S. DOE and IDHW agree that Paragraph 27.1 (g) does not create any
9 presumption that such event arises from causes beyond the control of a Party. IDHW specifically reserves
10 the right to withhold its concurrence to any extension which is based on such event pursuant to the terms
11 of Part XIII, or to contend that such event does not constitute Force Majeure in any action to enforce this
12 Agreement.

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15 XXVIII. FUNDING

16 28.1 It is the expectation of the Parties that all obligations of U.S. DOE arising
17 under this Agreement will be fully funded through Congressional appropriations. Consistent with Con-
18 gressional limitations on future funding, U.S. DOE shall take all necessary steps and use its best efforts to
19 obtain timely funding to meet its obligations under this Agreement, including, but not limited to, the sub-
20 mission of timely budget requests.

21 28.2 The purpose of this Paragraph is to assure that the Parties adequately commu-
22 nicate and exchange information about funding concerns that affect the implementation of the Agreement.

23 (a) U.S. EPA, U.S. DOE, and IDHW Project Managers shall meet periodically
24 throughout each Fiscal Year ("FY") to discuss projects being funded in the current FY, the status of the
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1 current year projects, and events causing or expected to cause significant changes to any activity neces-
2 sary to meet target dates, deadlines, and any other requirements under this Agreement. U.S. DOE shall
3 provide information for these meetings that shows, to the extent possible, projected and actual costs of
4 accomplishing such activities.

5 (b) U.S. EPA and IDHW may comment annually on U.S. DOE-ID cost estimates
6 for the corresponding activities established under this Agreement for each budget year. U.S. DOE-ID will
7 consider any comments received and include those comments along with these cost estimates in submit-
8 tals sent from U.S. DOE-ID to U.S. DOE-HQ for the relevant budget year.

9 (c) In or about June of each year, U.S. DOE shall provide U.S. EPA and IDHW
10 with current five-year planning cost estimates based upon revision to U.S. DOE's Five-Year Plan. These
11 estimates will be based on the Activity Data Sheets ("ADS") level. This submission shall include a corre-
12 lation of relevant ADS with activities required under the Agreement.

13 (d) U.S. DOE will provide to U.S. EPA and IDHW a copy of the President's
14 Budget Request to Congress and sections of the U.S. DOE Congressional Budget Request pertaining to
15 the Environmental Restoration and Waste Management Program. After the President has submitted the
16 budget to Congress, U.S. DOE shall notify U.S. EPA and IDHW in a timely manner of any differences
17 between the estimates submitted in accordance with Paragraph 28.2 (b) above and the actual dollars that
18 were included in the President's budget submission to Congress.

19 (e) Whenever U.S. DOE proposes a reprogramming, requests a supplemental
20 appropriation, or intends to transfer funds in a manner that is likely to or will affect the ability of U.S.
21 DOE to conduct activities required under this Agreement, U.S. DOE shall notify U.S. EPA and IDHW of
22 its plans and, prior to such a transfer of funds or the submittal of the reprogramming or supplemental ap-
23 propriation request to Congress, shall consult with them about the effect that such an action is likely to or
24 will have on the activities required under the Agreement.

1 28.3 In accordance with Section 120 (e) (5) (B) of CERCLA, 42 U.S.C. §
2 9620(a)(5)(B), U.S. DOE shall include in its annual report to Congress the specific cost estimates and
3 budgetary proposals associated with the implementation of this Agreement.

4 28.4 No provision herein shall be interpreted to require obligation or payment of
5 funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases where payment or obligation of
6 funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment
7 or obligation of such funds shall be appropriately adjusted. U.S. EPA and U.S. DOE agree that any re-
8 quirement for the payment or obligation of funds by U.S. DOE established by the terms of this Agreement
9 shall be subject to the availability of appropriated funds.

10 28.5 After appropriations have been received from Congress, U.S. DOE, U.S.
11 EPA, and IDHW Project Managers will review the level of available appropriated funds and the most
12 recent estimated cost of conducting activities required under the Agreement. If funding is requested as
13 described in this Part, and if appropriated funds are not available to fulfill U.S. DOE's obligations under
14 this Agreement, the Parties shall attempt to agree upon appropriate adjustments to the dates that require
15 the payment or obligation of such funds. Subject to the terms of this Agreement, if no agreement on ap-
16 propriate adjustments can be reached, U.S. EPA and IDHW reserve the right to initiate any other action
17 which would be appropriate absent this Agreement. Initiation of any such actions shall not release the
18 Parties from their other obligations under this Agreement. Acceptance of this paragraph, however, does
19 not constitute a waiver by U.S. DOE that its obligations under this Agreement are subject to the provi-
20 sions of the Anti-Deficiency Act, 31 U.S.C. § 1341. In any action by U.S. EPA or IDHW to enforce any
21 provision of this Agreement, U.S. DOE may raise as a defense that its failure or delay was caused by the
22 unavailability of appropriated funds.

23 28.6 If appropriated funds are available to U.S. DOE's Office of Environmental
24 Restoration [or other relevant U.S. DOE office to the extent they are responsible for implementing this
25

1 Agreement], to fulfill U.S. DOE's obligations under this Agreement, U.S. DOE shall obligate the funds in
2 amounts sufficient to support the requirements specified in the Agreement unless otherwise directed by
3 Congress or the President, or unless those requirements are modified in accordance with provisions of this
4 Agreement.

5 28.7 The participation by U.S. EPA and IDHW under this Part is limited solely to
6 the aforementioned and is in no way to be construed to allow U.S. EPA and IDHW to become involved
7 with the internal U.S. DOE budget process, nor to become involved in the Federal budget process as it
8 proceeds from U.S. DOE to the Office of Management and Budget and ultimately to Congress through the
9 President's submittal. Nothing herein shall affect U.S. DOE's authority over its budgets and funding level
10 submissions.

11
12 XXIX. CREATION OF DANGER/EMERGENCY ACTION

13 29.1 In the event U.S. EPA or IDHW determine that activities conducted pursuant
14 to this Agreement, or any other circumstances or activities, are creating an imminent and substantial
15 endangerment to the health or welfare of the people at INEL, or in the surrounding area, or to the environ-
16 ment, either U.S. EPA or IDHW may require or order U.S. DOE to stop further implementation of this
17 Agreement for twenty-four (24) hours or, upon agreement of the Parties, such period of time as needed to
18 abate the danger. Any unilateral work stoppage for longer than twenty-four (24) hours requires the
19 concurrence of the appropriate Lead Agency DRC representative.

20 29.2 In the event U.S. DOE determines that activities undertaken in furtherance of
21 this Agreement or any other circumstances or activities at INEL are creating an imminent and substantial
22 endangerment to the health or welfare of people at INEL, or in the surrounding areas, or to the environ-
23 ment, U.S. DOE may stop implementation of this Agreement for such periods of time necessary for the
24 Lead Agency to evaluate the situation and determine whether U.S. DOE should proceed with implementa-
25

1 XXXI. RESERVATION OF RIGHTS

2 31.1 The Parties have determined that the activities to be performed under this
3 Agreement are in the public interest. U.S. EPA and IDHW agree that compliance with this Agreement
4 shall stand in lieu of any administrative and judicial remedies against U.S. DOE which are available to
5 U.S. EPA and IDHW regarding releases or threatened releases of hazardous substances at INEL which are
6 the subject of the activities performed by U.S. DOE under this Agreement.

7 31.2 Nothing in this Agreement shall preclude U.S. EPA or IDHW from exercis-
8 ing any administrative or judicial remedies available to them under the following circumstances:

9 (a) In the event or upon the discovery of a violation of, or noncompliance with,
10 any provision of RCRA or HWMA, including any discharge or release of hazardous waste which is not
11 addressed by this Agreement; or

12 (b) Upon discovery of new information regarding hazardous substances, includ-
13 ing but not limited to, information regarding releases of hazardous substances to the environment which is
14 not addressed by this Agreement; or

15 (c) Upon U.S. EPA's or IDHW's determination, after dispute resolution, that a
16 proposed remedy will not be protective of human health and the environment under CERCLA. If IDHW
17 exercises its rights under this subparagraph, it shall withdraw from the Agreement with respect to the
18 ROD at issue within sixty (60) days following the effective date of the ROD.

19 31.3 In the event of a judicial dispute concerning IDHW authority over any haz-
20 ardous substance at a WAG, IDHW shall continue in the lead role as provided herein as to the issues in
21 dispute except in exceptional circumstances as determined jointly by U.S. EPA and IDHW. As to the is-
22 sues under judicial dispute, U.S. EPA shall select the remedy during the pendency of the judicial dispute
23 or in the event of a judicial decision limiting IDHW's authority to do so.

24 31.4 Neither U.S. EPA nor IDHW shall be held out as a Party to any contract en-
25 tered into by U.S. DOE to implement the requirements of this Agreement.

1 31.5 This Agreement shall not be construed to limit in any way the right provided
2 by law to the public or any citizen to obtain information about the work to be performed under this Agree-
3 ment or to sue or intervene in any action to enforce state or federal law.

4 31.6 Except as provided herein, U.S. DOE is not released from any liability which
5 it may have pursuant to any provisions of state and federal law. U.S. DOE is not released from any claim
6 for liability for destruction or loss of natural resources.

7 31.7 This Agreement shall not transfer U.S. EPA's authorities as prohibited by
8 Section 120 (g) of CERCLA, 42 U.S.C. § 9620 (g), or in any way authorize a physically inconsistent
9 response action, as prohibited by Section 122 (e) (6) of CERCLA, 42 U.S.C. w 122 (e) (6), or provide for
10 review inconsistent with Section 113 (h) of CERCLA, 42 U.S.C. w 9613 (h), subject to exhaustion of
11 rights under Part IX.

12 31.8 IDHW reserves the right under HWMA to enforce permit requirements, in-
13 cluding corrective action. IDHW agrees to exhaust its rights under Part IX prior to taking any action to
14 enforce the permit corrective action requirements.

15 31.9 In the event of any administrative or judicial action by U.S. EPA or IDHW
16 under this Part, all Parties reserve all rights, claims, and defenses available under law, including the right
17 to contest the legal enforceability of State corrective action or other requirements against U.S. DOE.

18
19 XXXII. RELATIONSHIP TO U.S. DOE'S FIVE-YEAR PLAN

20 32.1 U.S. DOE is preparing an Environmental Restoration and Waste Management
21 Five-Year Plan (the "Five-Year Plan") to identify, integrate, and prioritize U.S. DOE's compliance and
22 cleanup activities at all U.S. DOE nuclear facilities and sites. The Five-Year Plan will assist U.S. DOE in
23 addressing environmental requirements at its facilities and sites and in developing and supporting its bud-
24 get requests. U.S. DOE will update the Five-Year Plan on an annual basis.

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Signature sheet for the foregoing Federal Facility Agreement and Consent Order for the Idaho National Engineering Laboratory among the U.S. Environmental Protection Agency, the U.S. Department of Energy, and the Idaho Department of Health and Welfare.

EFFECTIVE this 9th day of December, 1991.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Dana A. Rasmussen
DANA A. RASMUSSEN
Regional Administrator, Region 10
U.S. Environmental Protection Agency

12/9/91 Date

REPRESENTED BY: Monica Kirk, Esq.

Copied from original

1 Signature sheet for the foregoing Federal Facility
2 Agreement and Consent Order for the Idaho National Engineering
3 Laboratory among the U.S. Environmental Protection Agency, the
4 U.S. Department of Energy, and the Idaho Department of Health and
5 Welfare.

6 EFFECTIVE this 9th day of December, 1991.

7
8 FOR THE IDAHO DEPARTMENT OF HEALTH AND WELFARE:

9
10  12-9-91
11 CECIL D. ANDRUS Date
12 Governor
13 State of Idaho

14
15
16
17 REPRESENTED BY: Curt Fransen, Esq.
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Action Plan

for Implementation of the
**Federal Facility
Agreement and
Consent Order**

THE STATE OF IDAHO,
DEPARTMENT OF
HEALTH & WELFARE

THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY, REGION 10

THE UNITED STATES
DEPARTMENT OF ENERGY,
IDAHO FIELD OFFICE

for the
Idaho National Engineering Laboratory

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This document has been reprinted. Page numbers do not conform to original.

ACRONYMS

AEA	-	Atomic Energy Act
ANL-W	-	Argonne National Laboratory – West
ANP	-	Aircraft Nuclear Propulsion
ARA	-	Auxiliary Reactor Area
ATR	-	Advanced Test Reactor
BORAX	-	Boiling Water Reactor Experiment
BRA	-	Baseline Risk Assessment
CERCLA	-	Comprehensive Environmental Response, Compensation and Liability Act
CFA	-	Central Facilities Area
COCA	-	Consent Order and Compliance Agreement
CSM	-	Conceptual Site Model
D&D	-	Decontamination and Decommissioning
DOD	-	Department of Defense
DQO	-	Data Quality Objective
EBR-I	-	Experimental Breeder Reactor-I
EBR-II	-	Experimental Breeder Reactor-II
H&SP	-	Health and Safety Plan
HWMA	-	Hazardous Waste Management Act
IA	-	Interim Action
ICPP	-	Idaho Chemical Processing Plant
IDHW	-	Idaho Department of Health and Welfare
IET	-	Initial Engineering Test Facility
INEL	-	Idaho National Engineering Laboratory
LCCDA	-	Liquid Corrosive Chemical Disposal Area
LDU	-	Land Disposal Unit

LOFT	–	Loss of Fluid Test Facility
NCP	–	National Oil and Hazardous Substances Pollution Contingency Plan (National Contingency Plan)
NEPA	–	National Environmental Policy Act
NODA	–	Naval Ordnance Disposal Area
NRF	–	Naval Reactor Facility
O&M Plan	–	Operation and Maintenance Plan
OU	–	Operable Unit
PBF	–	Power Burst Facility
PREPP	–	Process Experimental Pilot Plant
QAPjP	–	Quality Assurance Project Plan
QAPP	–	Quality Assurance Program Plan
RCRA	–	Resource Conservation and Recovery Act
RD/RA	–	Remedial Design/Remedial Action
RI/FS	–	Remedial Investigation/Feasibility Study
ROD	–	Record of Decision
RWMC	–	Radioactive Waste Management Complex
SAP	–	Sampling and Analysis Plan
SDA	–	Subsurface Disposal Area
SMC	–	Specific Manufacturing Capability
SOW	–	Statement of Work
SPERT	–	Special Power Excursion Reactor Test
SRPA	–	Snake River Plain Aquifer
SWEPP	–	Stored Waste Examination Pilot Plant
SWMU	–	Solid Waste Management Unit
TAN	–	Test Area North

TRA	–	Test Reactor Area
TSA	–	Transuranic Storage Area
TSF	–	Test Support Facility
U.S. DOE	–	United States Department of Energy
U.S. EPA	–	United States Environmental Protection Agency
WAG	–	Waste Area Group
WAG 1	–	Waste Area Group 1 – Test Area North (TAN)
WAG 2	–	Waste Area Group 2 – Test Reactor Area (TRA)
WAG 3	–	Waste Area Group 3 – Idaho Chemical Processing Plant (ICPP)
WAG 4	–	Waste Area Group 4 – Central Facilities Area (CFA)
WAG 5	–	Waste Area Group 5 – Power Burst Facility (PBF)/Auxillary Reactor Area (ARA)
WAG 6	–	Waste Area Group 6 – Experimental Breeder Reactor No. I (EBR-I)
WAG 7	–	Waste Area Group 7 – Radioactive Waste Management Complex (RWMC)
WAG 8	–	Waste Area Group 8 – Naval Reactor Facility (NRF)
WAG 9	–	Waste Area Group 9 – Argonne National Laboratory – West (ANL-W)
WAG 10	–	Waste Area Group 10 – Miscellaneous surface sites and liquid disposal areas throughout the INEL that are not included within other WAGs
WRRTF	–	Water Reactor Research Test Facility

1.0 INTRODUCTION

This Action Plan implements the Idaho National Engineering Laboratory (INEL) Federal Facility Agreement and Consent Order (FFA/CO), hereafter referred to as “the Agreement.”

1.1 Action Plan Goal

U.S. Department of Energy (U.S. DOE), U.S. Environmental Protection Agency (U.S. EPA), and Idaho Department of Health and Welfare (IDHW) have a common goal to ensure that releases or threatened releases of hazardous substances at the INEL are thoroughly investigated in accordance with the National Contingency Plan (NCP) and that appropriate response actions are undertaken and completed as necessary to protect human health and the environment.

The purposes of the Agreement are to:

- Establish a procedural framework and schedule for developing, prioritizing, implementing, and monitoring appropriate response actions at the INEL in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), and Idaho Hazardous Waste Management Act (HWMA)
- Facilitate cooperation, exchange of information, and participation of the Parties in such actions
- Minimize duplication of analyses and documentation
- Expedite the clean-up process to the maximum extent possible consistent with protection of human health and the environment and
- Supersede the existing RCRA 3008(h) Consent Order and Compliance Agreement (COCA) executed on July 10, 1987

1.2 CERCLA Philosophy/Strategy

CERCLA’s implementing regulation, the NCP, has a “bias for action.” A fundamental goal of cooperative efforts by U.S. DOE, U.S. EPA, and IDHW in implementing this Agreement is that remedial action be emphasized. This goal recognizes that no reasonable amount of investigation can resolve all uncertainty and that once remedial actions are initiated they must be able to accommodate deviations from original hypotheses. This approach encourages timely remedy selection, flexibility for remedial action, and contingencies to respond to new information discovered during investigations.

The Parties support this “bias for action” position and the environmental restoration program for the INEL will proceed based on the following:

- Interim actions under the NCP will be used to proceed quickly with cleanup.

- Site characterization will be planned on the basis of optimizing field sampling and maximizing use of available data.
- Treatability studies will proceed promptly to establish technologies that are appropriate for restoration of complex units.

1.3 CERCLA Integration with Other Programs

1.3.1 Transition From RCRA to CERCLA

The Agreement to which this Action Plan is attached supersedes the INEL COCA. This effectively moves the investigation and cleanup of releases at the INEL from a RCRA to a CERCLA process. Although data gathered and planning accomplished to date are of future value in the CERCLA process, requirements pursuant to the COCA cease at the time of the Agreement's execution.

All waste management units identified for consideration under the COCA are accounted for in the transition to the Agreement. In some instances, this is accomplished by simply identifying those COCA units that will receive no further consideration under the new Agreement. Evaluation of existing data does not indicate a basis for potential risk for these units. Consensus was reached by the Parties to the Agreement regarding the No Action designation. Many of these units were already approved under terms of the COCA for deletion from further consideration. Descriptions of units in this category, including the rationale for the No Action determinations, will be in the INEL Administrative Record and will support the appropriate Record of Decision (ROD) for each Waste Area Group (WAG). All units not in this category were assigned to operable units (OUs) within the CERCLA process described in this Action Plan.

Thirty Land Disposal Units (LDUs) were identified under the COCA. All 30 of these LDUs will be evaluated under this Agreement. Units retaining the RCRA LDU designation will be remediated under the CERCLA process in accordance with the applicable substantive requirements of RCRA/HWMA, if an unacceptable risk to human health or the environment is demonstrated.

1.3.2 Integration with Other Programs

Releases or threatened releases of hazardous substances under regulatory programs that require investigation and study for cleanup are addressed under this Action Plan.

2.0 CERCLA PROCESS

This section describes the process that will be followed in implementing this Action Plan and applying the CERCLA process, as defined in the NCP, to the remedial effort at the INEL. The process is presented in a series of flow charts with associated generic time lines (Figures 2.1 through 2.3) and the brief narrative descriptions below. Each flow chart identifies the primary and secondary documents associated with the process or "track" shown in the flow chart. Schedules, including enforceable deadlines, based on application of this process are shown in Appendix A as Figure A. Deadlines for primary documents derived from those schedules are in Table A.1, Appendix A. Specific target dates for the completion of secondary documents will be established during the development of Scopes of Work. Schedules and deadlines may be extended for good cause pursuant to Part XIII of the Agreement.

2.1 CERCLA Process Overview

Figure 2.1 presents a general overview of the process that will be used to achieve appropriate remedial action decisions for the various operable units at the INEL. Consistent with the "bias for action" philosophy, the Action Plan encourages and provides the necessary flexibility to reach an early determination on an OU when there is sufficient information. The determination may be that no further action is necessary, that an interim action is appropriate, or that the OU should proceed through the Remedial Investigation/ Feasibility Study (RI/FS) process to a final action. This flexibility is supported by establishing generic "tracks" allowing consistency between the scope and duration of investigations and complexity of associated documentation, and between the scope and complexity of the problems being addressed. The process to reach expeditious decisions is depicted in Figure 2.1 by showing that an interim action OU can be broken off from any track and proceed directly to the Interim Action track and then to the Decision or ROD process at any time during the process when there is adequate information to support such a decision. The process also provides Project Managers with the flexibility to prioritize work and organize OUs in a manner which will achieve the most benefit with available funds.

Under this process, each potential source area at the INEL is categorized into an Operable Unit group and for investigation or remedial activities. Actions are performed as necessary to abate health or environmental concerns in accordance with the NCP. Those Operable Units which are determined to pose a significant but acceptable risk and have the potential to contribute to the overall cumulative risk are designated for further evaluation. The consideration of a source area's contribution to the cumulative risk will be evaluated under an appropriate RI/FS risk assessment.

The following subsections describe the individual generic tracks.

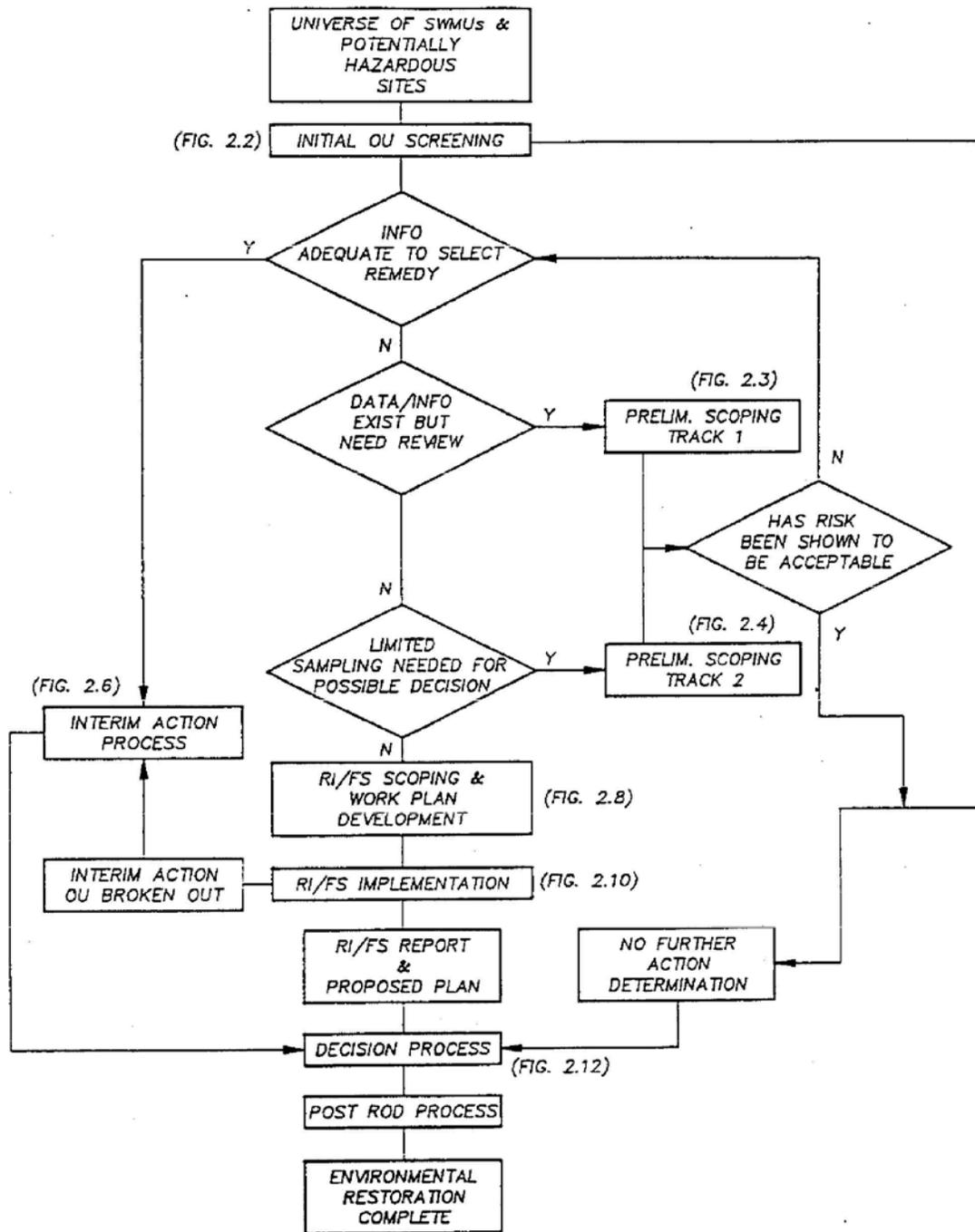


Figure 2.1 CERCLA Process Overview.

2.2 Initial Operable Unit Screening

The initial OU screening activity was conducted before the Agreement approval and, therefore, does not include a time line. The screening process is depicted in Figure 2.2. During this activity, individual Solid Waste Management Units (SWMUs) or potentially hazardous sites were identified for each WAG.

The extent of existing information and information gaps was identified sufficiently to assign the unit to the appropriate track. A No Further Action Determination was made only if there was no justification to further address the unit. Justification was based on the determination that no hazardous substances were released, or that an approved summary assessment existed under the COCA and there was no evidence of radiological contamination. If a clear No Further Action Determination could not be made, the unit was assigned to an interim action track or designated for further investigation. All No Further Action Determinations are subject to review at the time of issuance of the next appropriate ROD.

Interim action OUs were established only on the basis that the action would prevent exposure, would control risk, would be consistent with the expected final remedy, and was of sufficient priority to justify an immediate commitment of resources.

Following assignment to the appropriate track, potentially hazardous sites were combined on a WAG basis into OUs in keeping with the NCP definition of an OU as a discrete action that constitutes an incremental step toward comprehensively addressing site problems. Table A.2, Appendix A, identifies the OUs and presents the tracks on which each OU will be managed. Table A.2 also shows the units that received a No Further Action Determination during initial OU screening. On the basis of new information developed during the CERCLA process, the Project Managers may move potentially hazardous sites between OUs and may add or reorganize OUs to create new ones.

2.3 Preliminary Scoping Track 1

The Preliminary Scoping Track 1 process is appropriate for OUs that probably will not require further characterization as a basis for a decision for no further action. Track 1 studies are by definition envisioned to be evaluations of existing data. If the data evaluation requires more than minimal field characterization, the OU site should be in a Track 2 study (see Section 2.4).

As shown in Figure 2.3, the potential outcomes of a Track 1 study are proceeding to a No Further Action Determination, a Track 2 study, an interim action, or the RI/FS scoping process. These latter three tracks would be recommended if the data and qualitative risk evaluations identify unanticipated contamination or unacceptable risk potential.

Track 1 investigations supporting No Further Action Determinations are presented to the Project Managers on a quarterly basis during Project Managers' meetings. The Project Managers sign the No Further Action Determination and it is placed in the OU Administrative Record. An example of a No Further Ac-

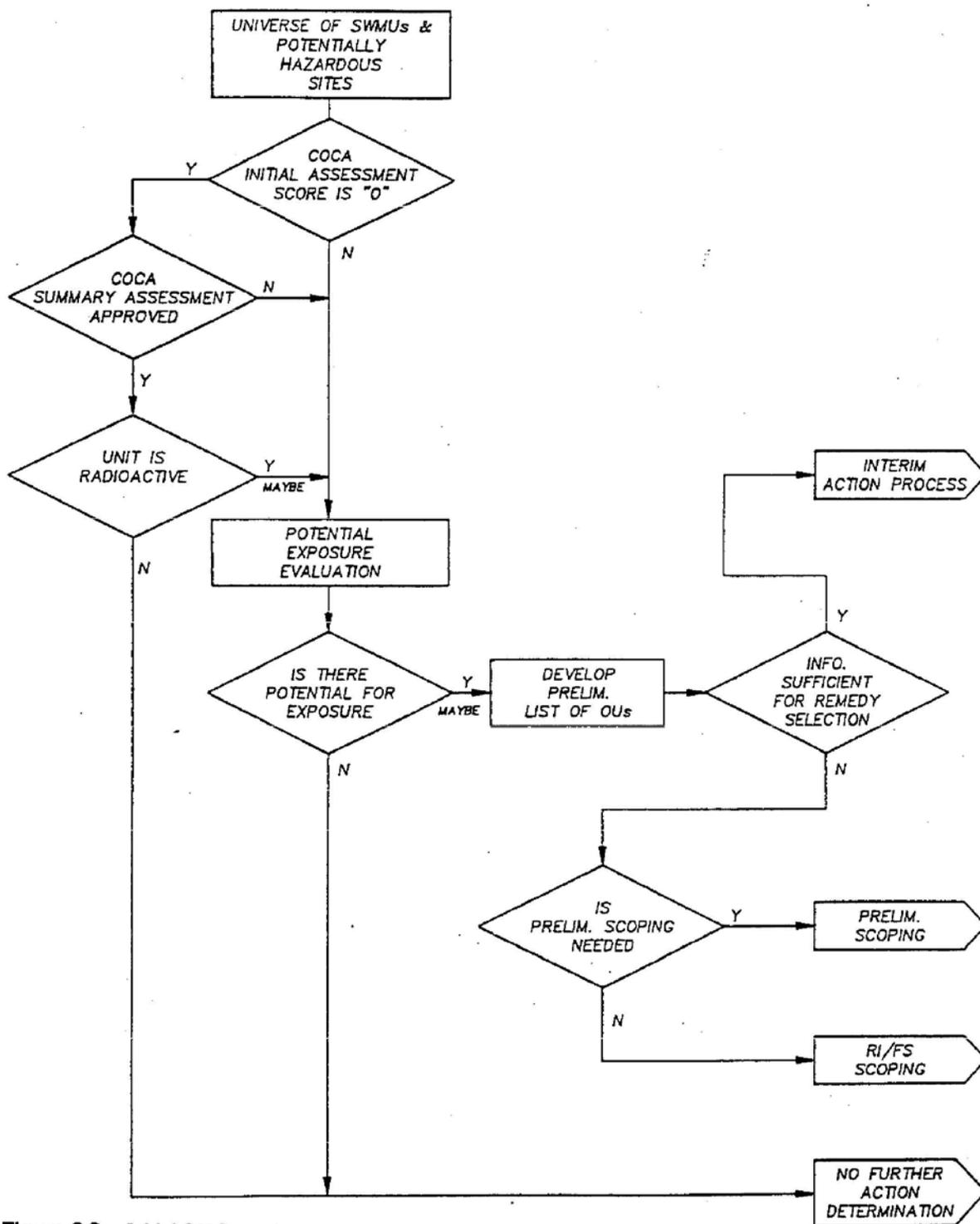


Figure 2.2 Initial OU Screening.

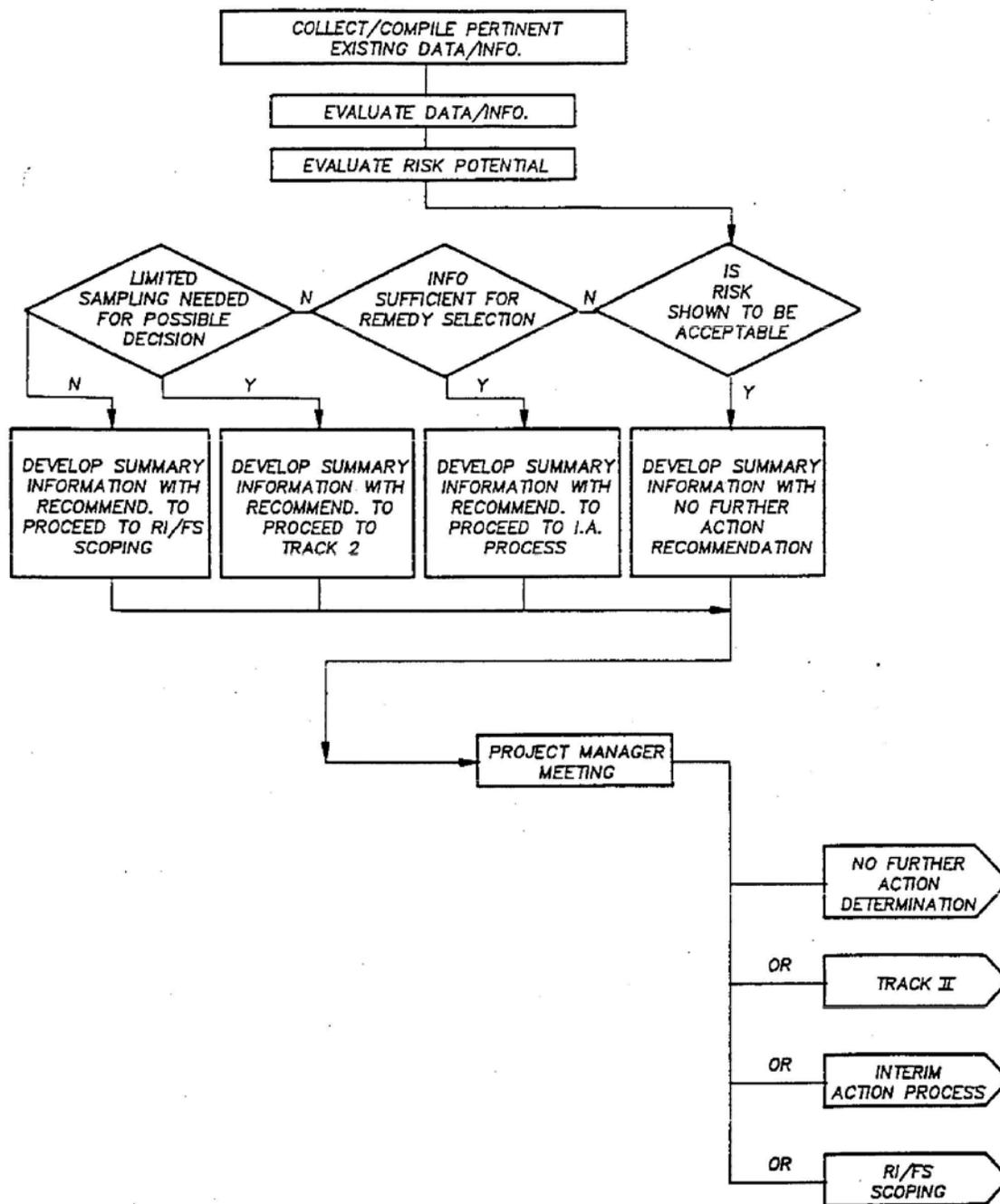


Figure 2.3 Preliminary Scoping Track 1.

tion Determination is shown in Appendix B. The Project Managers evaluate the recommendations to proceed to Track 2, interim action, or RI/FS scoping and the Agreement is modified as appropriate under Part XXX to reflect the recommendations.

2.4 Preliminary Scoping Track 2

Preliminary Scoping Track 2, shown in Figure 2.4, is appropriate for OUs that require field data collection before a decision can be made for No Further Action or interim action of the unit. Because the Track 2 is designed for field data collection, sufficient time (18 months) is allowed to develop the needed planning documentation and to conduct the field investigation and laboratory analyses (Figure 2.5). Track 2 begins with the development of a Scope of Work (SOW) that summarizes scope, schedule, and deliverables. Track 2 studies end with the development of a Scoping Summary Report. A generic outline of this report is included as Appendix C.

Track 2 investigations could result in the OU proceeding to RI/FS scoping if a No Further Action or interim action decision is not justified by the data collected during Track 2 investigations.

Track 2 may also consist of the integrated demonstration of innovative technologies that represent potential INEL remediation processes. In this case, a Work Plan in lieu of a Sampling and Analysis Plan (SAP) would be developed. A summary report on the evaluation of the demonstration will be prepared. Both the Work Plan and the summary report would have secondary document status. The information generated in this type of Track 2 would support future interim action decisions or the evaluation of the technology during RI/FS implementation.

2.5 Interim Action Planning

An interim action is undertaken to eliminate, reduce, or control hazards posed by a site or to expedite completion of total site cleanup. The interim action planning process may be initiated any time the data will provide sufficient justification and when the Project Managers agree that immediate action is appropriate.

An SOW initiates the interim action process (see Figure 2.6). Data are compiled, qualitative risk findings are established, and appropriate technologies are reviewed during a 5-month period (see Figure 2.7).

This information is used to develop a proposed plan that initiates the decision process.

2.6 RI/FS Scoping Process

The RI/FS scoping process, as described in the NCP and in the CERCLA *RI/FS Guidance* (October 1988, Interim Final), is basically the planning process for the RI/FS, beginning with development and approval of an SOW and culminating in the preparation and approval of the RI/FS Work Plan and other associated planning documents (see Figure 2.8). A 10-month time period is provided for this effort. Figure 2.9 provides a general time line for the tasks involved.

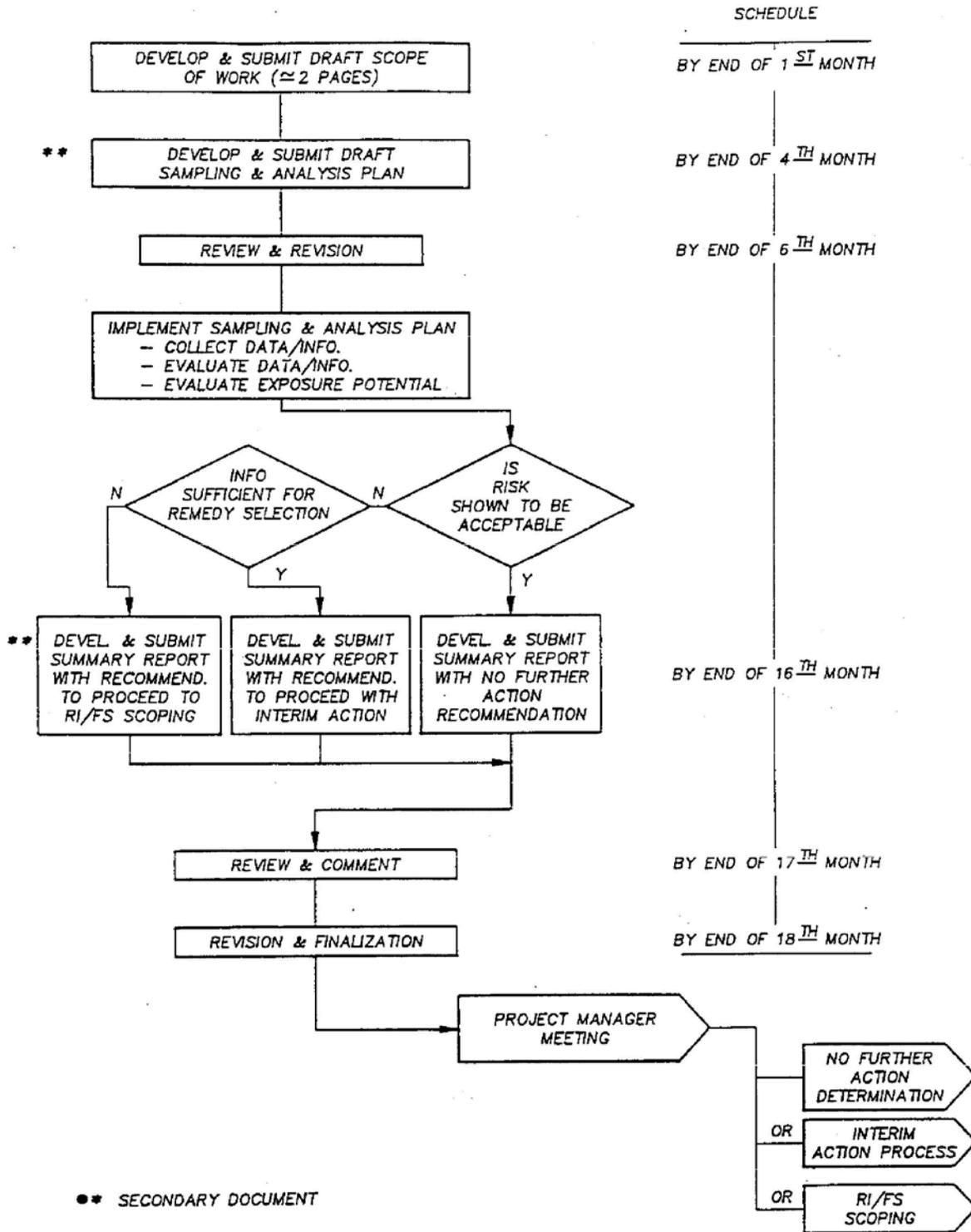


Figure 2.4 Preliminary Scoping Track 2.

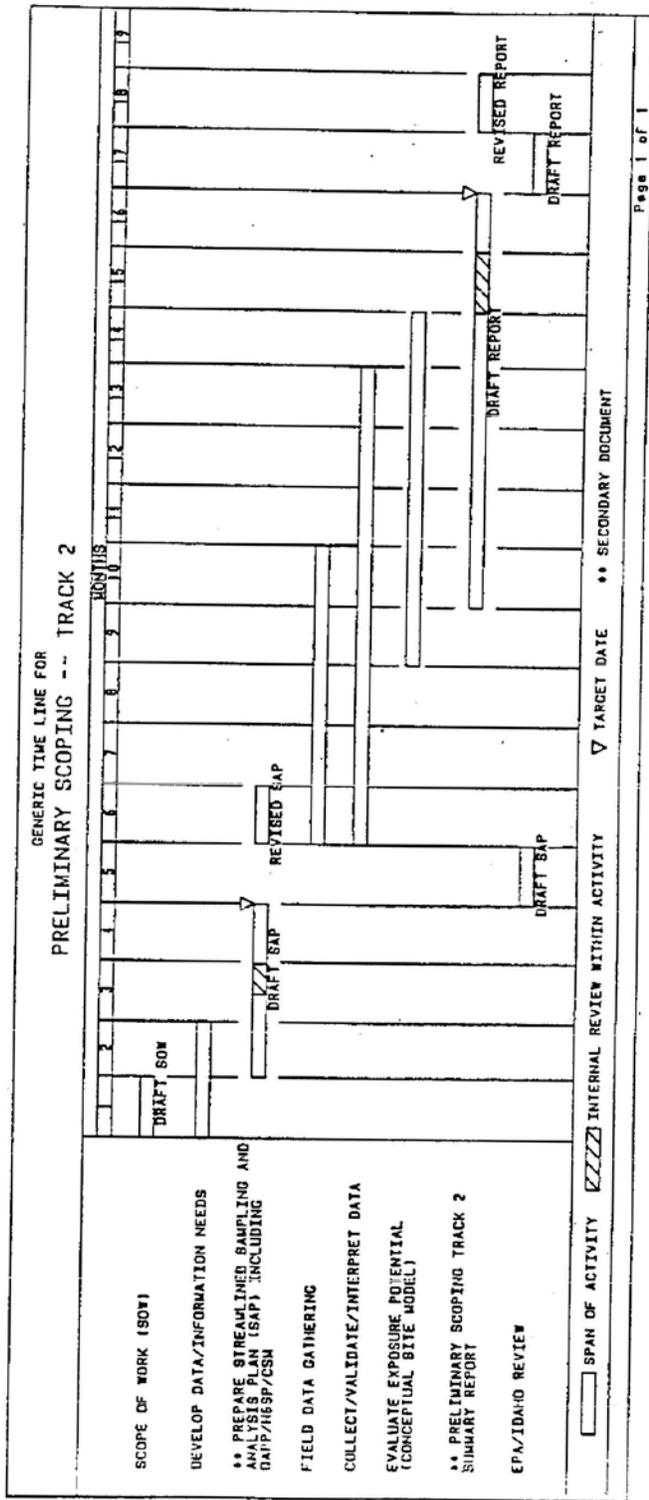


Figure 2.5 Generic Time Line for Preliminary Scoping—Track 2.

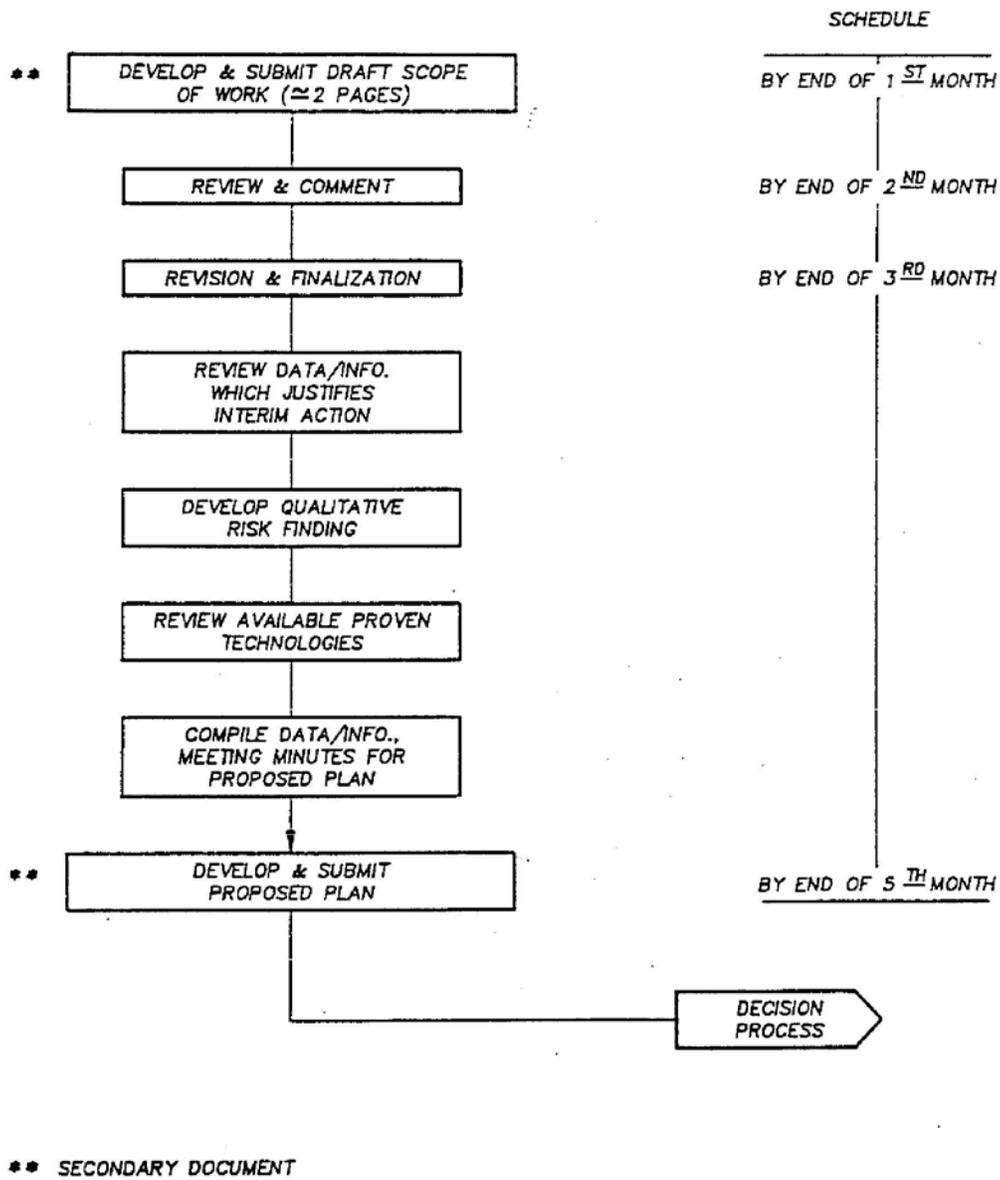


Figure 2.6 Interim Action Planning Process.

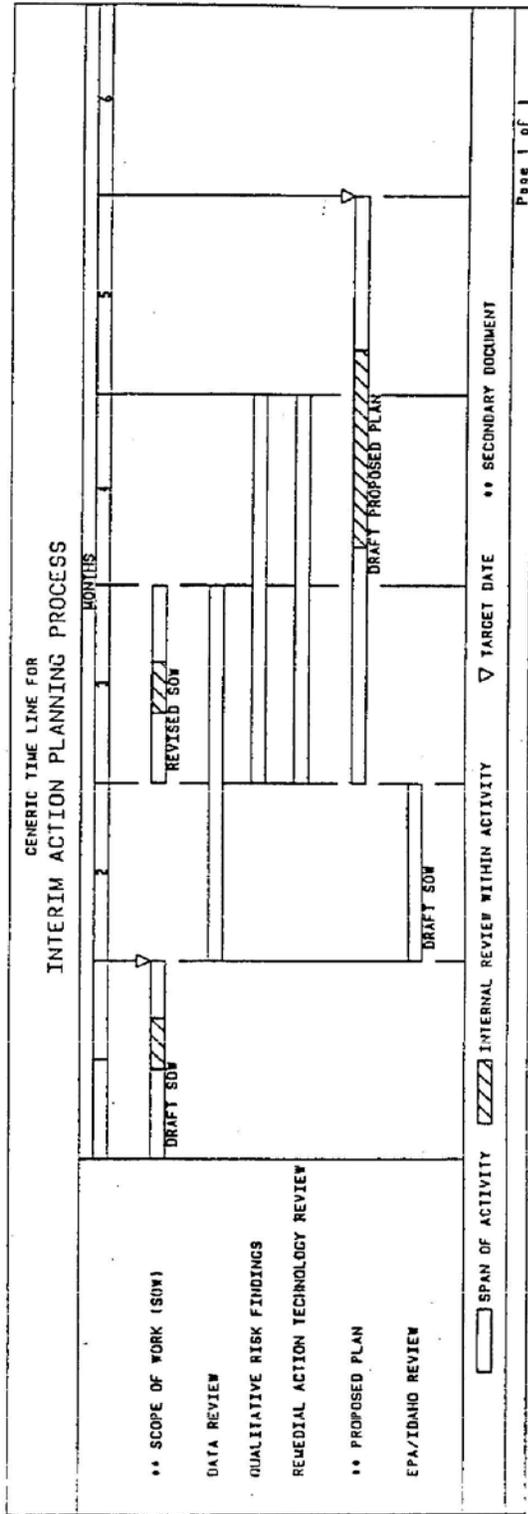
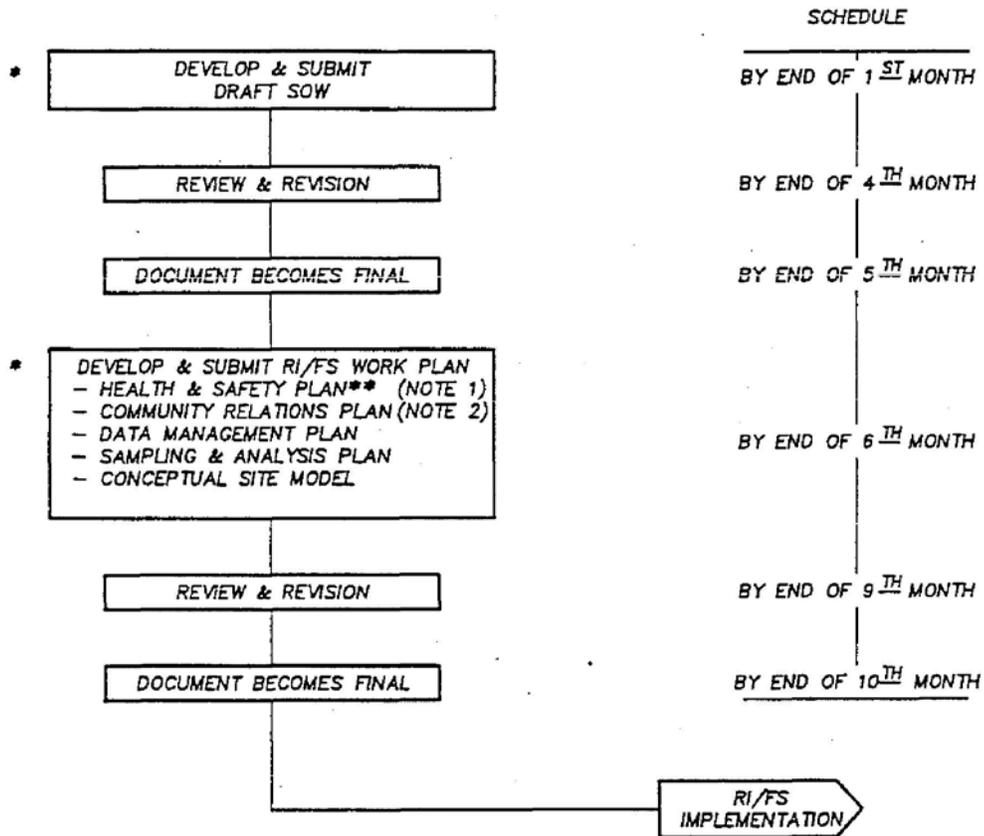


Figure 2.7 Generic Time Line for Interim Action Planning Process.



NOTE 1: THE HEALTH & SAFETY PLAN IS A SECONDARY DOCUMENT.

NOTE 2: THE WORK PLAN WILL INCLUDE A SUPPLEMENT TO THE INEL SITE-WIDE COMMUNITY RELATIONS PLAN (CRP)

- * PRIMARY DOCUMENT
- ** SECONDARY DOCUMENT

Figure 2.8 RI/FS Scoping Process.

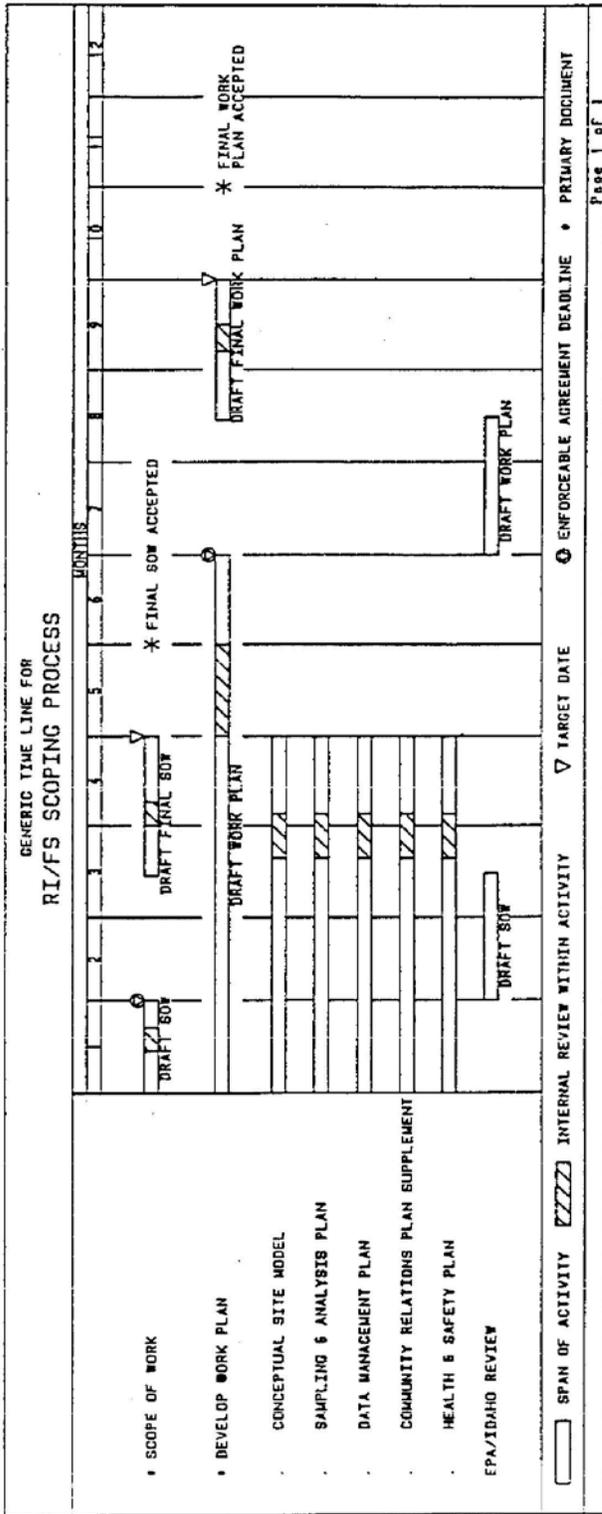


Figure 2.9 Generic Time Line for RI/FS Scoping Process.

The SOW referenced in Figure 2.8 contains a general description of the activities that will occur during the implementation of the RI/FS. It also provides adequate information about the scope of the investigation to allow Project Managers to estimate costs and amend established deadlines as necessary.

2.7 RI/FS Implementation

Figures 2.10 and 2.11 show a generic flow chart and time line for RI/FS implementation. The process follows the standard CERCLA RI/FS process and is estimated to take 20 months for completion. Treatability studies should be included in the RI/FS process as needed.

2.8 Decision Process

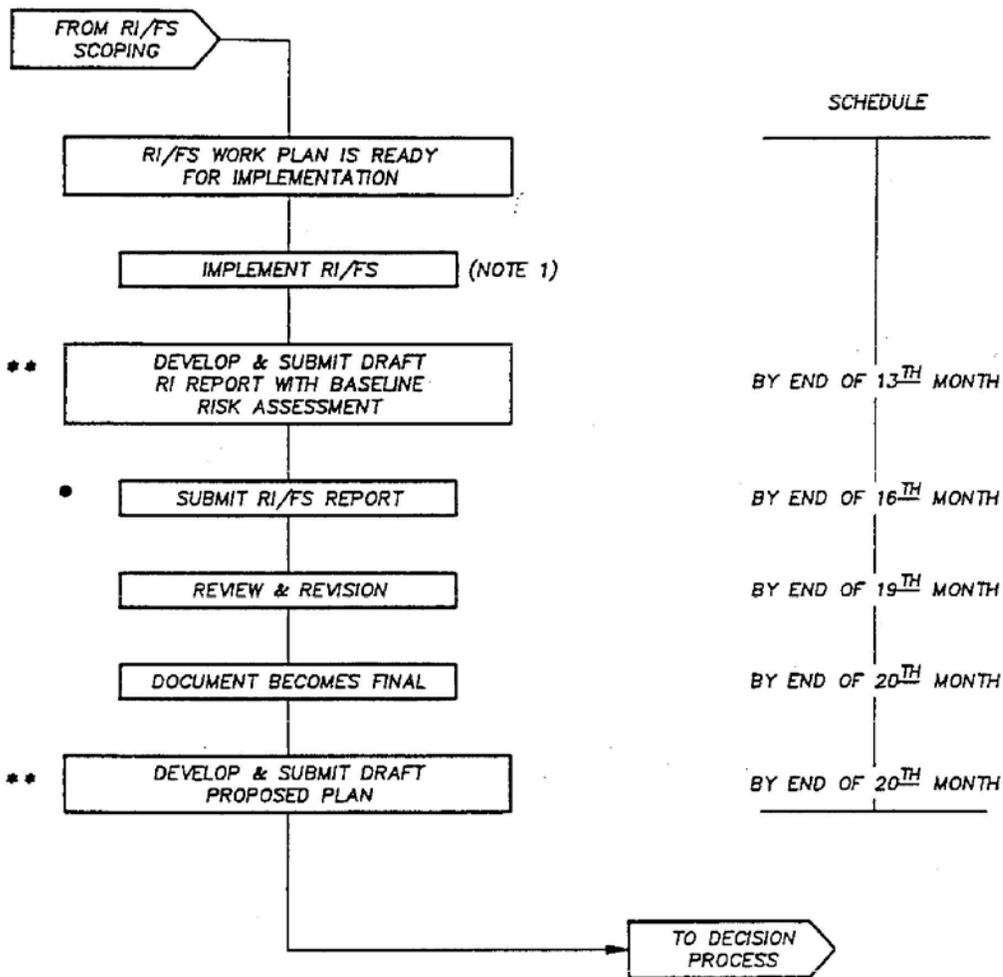
The decision process, shown in Figure 2.12 with a generic time line in Figure 2.13, is initiated when there is adequate information to select an interim or final remedy for an OU. The decision process is initiated with the submittal by U.S. DOE of the draft proposed plan for review. The OU Administrative Record is updated as necessary throughout the process to ensure that it includes all documentation pertinent to the remedial action decision. All public review and comment periods, responsiveness summaries, and other mechanics of the decision process follow the NCP, U.S. EPA guidance, and the INEL Community Relations Plan. Within 6 months of submittal of the proposed plan for lead and support agency review, the U.S. DOE should submit the draft ROD for lead and support agency review. The draft ROD then proceeds through the normal review and comment incorporation cycle of a primary document. When the ROD is signed, the decision process is complete. If the ROD requires remedial action, the Remedial Design and Remedial Action Work Plan are developed after ROD completion to define the schedules for completion of remedial design and remedial action.

Interim actions are preliminary by nature. All interim actions must be followed by a final decision and supported by a risk assessment to evaluate the residual risks to human health and the environment. In most cases, the comprehensive RI/FS for each WAG will provide the vehicle for the decision.

2.9 ROD Schedule

Figure A and Table A.1 (Appendix A) provide the schedules for all INEL OU RODs. These schedules will be refined through prioritization occurring during Project Manager meetings (see Section 4.0, Project Management) and will be based on new technical information and budget availability. Enforceable deadlines are included in the schedules. The critical-path schedule is based on the following conditions:

- Submittal of the last RI/FS report for all facility-specific WAGs (WAGs 1–9) will be prior to submittal of the draft RI/FS Work Plan for the last “blanketing” RI/FS for WAG 10.
- Submittal of the last Track 2 Summary Report for each WAG will be prior to submittal of the last RI/FS SOW for that WAG.
- All Track 1 reviews for each WAG will be completed prior to the submittal of the last Track 2 SAP for that WAG.



NOTE 1: IF THE NEED FOR ADDITIONAL TREATABILITY STUDIES OR INVESTIGATIONS ARE DISCOVERED DURING IMPLEMENTATION, ADDITIONAL SCOPE MAY BE ADDED TO A SUBSEQUENT RI/FS FOR A DIFFERENT OU, A PHASE II INVESTIGATION MAY BE INITIATED, OR OUs MAY BE REDEVELOPED.

- * PRIMARY DOCUMENT
- ** SECONDARY DOCUMENT

Figure 2.10 RI/FS Implementation.

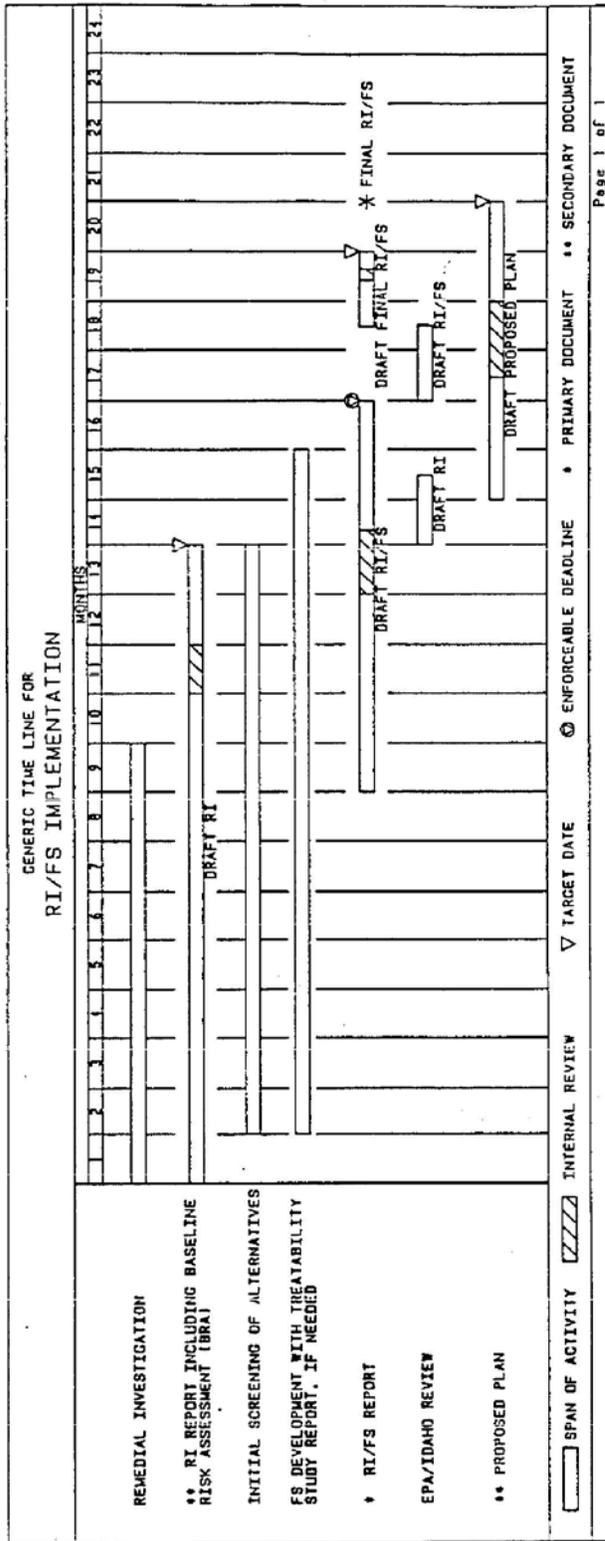
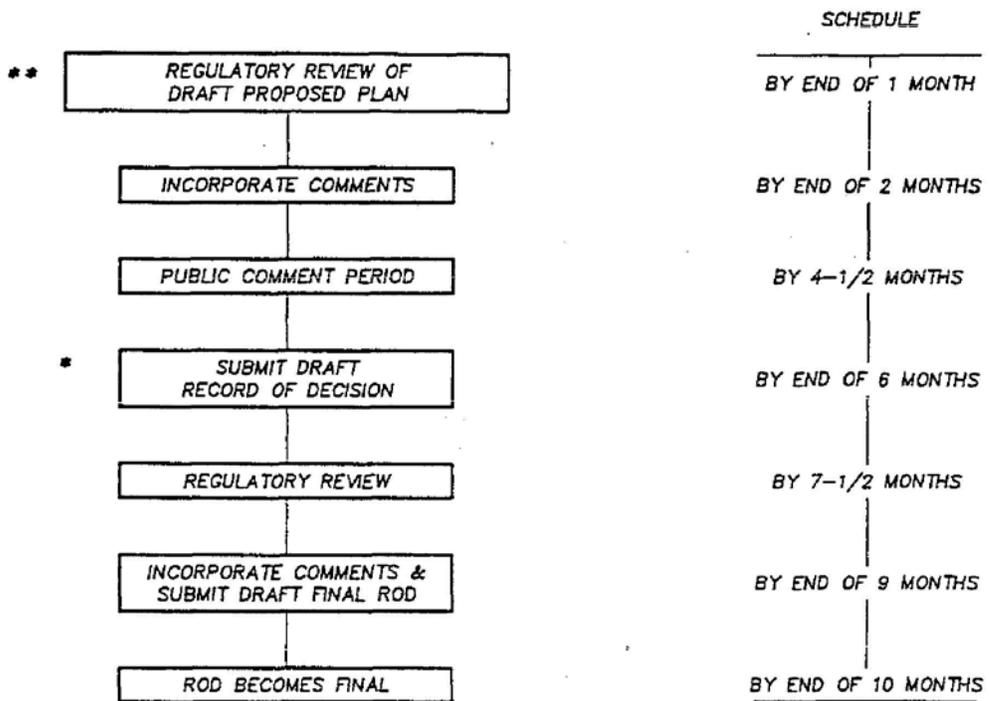


Figure 2.11 Generic Time Line for RI/FS Implementation.



- * PRIMARY DOCUMENT
- ** SECONDARY DOCUMENT

Figure 2.12 Decision Process.

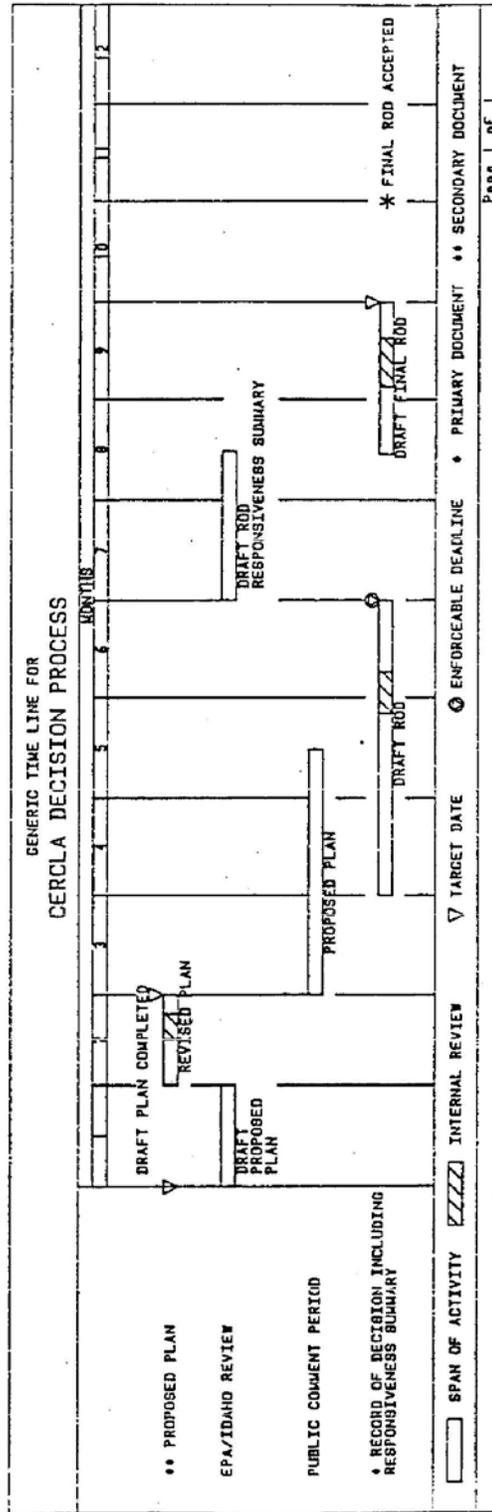


Figure 2.13 Generic Time Line for CERCLA Decision Process.

2.10 Post-ROD Process

A general process and documentation are necessary to implement RODs at the INEL. Post-ROD activities include the Remedial Design (RD) and Remedial Action (RA) phases. The RD/RA process will be streamlined, to the extent possible, to meet the CERCLA requirement to commence substantial continuous physical on-site remedial action within 15 months of issuance of a ROD.

2.11 RD/RA Scoping Process

Part 12.2 of the Agreement states that U.S. DOE will, within 21 days of issuance of the ROD, propose target dates and deadlines for completion of post-ROD documents. This requirement will be met for the RD phase through the submittal of an RD/RA SOW. The RD/RA SOW will establish deadlines for submittal of two primary documents required by Part VIII of the Agreement, the Remedial Design and the RA Work Plan. The RD/RA SOW establishes the overall strategy for managing the RD/RA and, therefore, applies to all phases and remedial work elements. The RD/RA SOW will include, at a minimum, the following:

- Strategy for RD/RA and rationale for remedial work element breakout
- Recommended RD/RA approach including:
 - critical path schedule for the RD/RA process through RA work element commencement
 - funding needs and funding availability for RD/RA
 - brief description of the scope of each remedial work element
 - plans to expedite RD/RA
- Description of issues that remain to be resolved or that require further analysis
- Identification of elements of the Community Relations Plan that will be implemented during RD/RA

Because it is not possible to define a single set of secondary documents that will be useful in all cases, the RD/RA SOW will establish the secondary documents associated with the RD phase and the target submittal dates for each ROD. Comments received on secondary RD documents will be incorporated into the following primary remedial design document, recognizing that RD secondary documents represent incremental steps toward completing the Remedial Design.

For complex remedies, the Project Managers may determine that RD/RA will be best accomplished by dividing the RD and the RA processes into smaller, more manageable remedial work elements. A remedial work element is a portion of a project that has been broken out through phasing. The criteria for phasing may be the availability of existing information, type of waste, type of media involved, technology requirements, and/or funding availability. Although the Agreement identifies the Remedial Design and the RA Work Plan as separate primary documents, the Project Managers may choose to combine these

documents into a single primary document. In this instance, elements of the RA Work Plan will be incorporated into the Remedial Design.

To streamline the RD/RA process, the RD/RA SOW is not defined as a primary or secondary document in the Agreement. The lead and support agencies will have 30 days after submittal to invoke dispute resolution regarding its content. However, all three Project Managers intend to participate in the development of the RD/RA SOW. Given the 21-day timeframe for submittal of the RD/RA SOW, it will be a brief document (10 to 15 pages, mostly figures and tables).

2.12 Remedial Design Process

In most cases, the Remedial Design phase will be initiated with the development of the RD Work Plan, a secondary document. For simple remedies, a separate RD Work Plan may not be necessary and the typical elements of the RD Work Plan could be incorporated into the RD/RA SOW. For complex remedies, a separate RD Work Plan may be developed for each identified work element. The RD Work Plan will include:

- Scope of preliminary and/or draft design documents
- Cost estimate for the RD phase
- Requirements for correlations between plans and specifications
- Identification of substantive permit requirements (see Part VII C of the Agreement)
- Identification and schedules for the preparation of other design elements (e.g., Additional Required Studies, Operation and Maintenance (O&M) Plan, Quality Assurance Project Plan (QAPjP), Site Health and Safety (H&S) Plan)
- Design approval procedures and requirements.

Given the critical nature of the RD, it will be necessary to provide the agencies with early design documents to ensure that consensus is maintained. This will be accomplished through the submittal of secondary design documents. In general, at least one secondary design document, the Preliminary Design, will be submitted. The Preliminary Design will typically represent 30% completion of plans and specifications. If available, preliminary results of any additional required studies may be included.

The Remedial Design will include:

- Plans and specifications for remedial action including design analysis and construction drawings and specifications
- Cost estimate for remedial action
- O&M Plan

- QAPjP
- Site H&S Plan
- Results of additional required studies, if any.

The Draft RD (Prefinal Design) will include all aspects of the design and be essentially complete. It will be considered representative of approximately 90% design completion. The final 10% of the design will include the resolution of comments on the Draft RD and preparation of reproducible construction drawings and specifications ready for bid advertisement. These changes and additions will be included in the Draft Final RD, which is the 100% design.

2.13 Remedial Action Process

The RA Work Plan will incorporate, by reference, pertinent aspects of the RD Work Plan. It will

- Specify any relevant changes in the content of the RD Work Plan arising from the design effort
- Update and expand upon schedules in the RD Work Plan by including dates for the submittal of primary and secondary documents for that remedial work element
- Update and expand upon the cost estimate for RA in the RD and
- Identify additional RA secondary documents

The remedial action process includes the preparation of at least one primary and one secondary document. The Prefinal Inspection Report will be a secondary document that will include:

- Outstanding construction requirements
- Actions required to resolve items
- Completion date and
- Date of final inspection

The prefinal inspection will be conducted by the Project Managers, at a minimum, and possibly by an independent fourth party. DOE will prepare the Prefinal Inspection Report. Although DOE will respond to comments received, the Prefinal Inspection Report will not be revised but, rather, will be finalized in the context of the primary RA Report. To the extent possible, RA Reports for individual work elements will be consolidated into a single RA Report.

The RA Report will be prepared at the completion of remedial action and will include:

- A brief description of outstanding items from the Prefinal Inspection Report

- Synopsis of work defined in RA Work Plan and certification that this work was performed
- Explanation of any modifications to the RA Work Plan
- Certification that the remedy is operational and functional; and
- Documentation necessary to support deletion of the site from the NPL, as discussed in Part XXV of the Agreement.

2.14 Operation and Maintenance

At the completion of O&M activities, the DOE will prepare and submit an O&M Report to the EPA and IDHW. To the extent possible, O&M Reports for individual work elements will be consolidated into a single O&M Report. This primary document will include the following elements:

- Description of O&M activities performed
- Results of site monitoring, verifying that the remedy meets the performance criteria and
- Explanation of additional O&M (including monitoring) to be undertaken at the site

3.0 WAG CONCEPT AND DESCRIPTIONS

The INEL is divided into WAGs to facilitate environmental remediation efforts. WAGs 1 through 9 generally correspond to U.S. DOE-INEL operational facilities, while WAG 10 corresponds to overall concerns associated with the Snake River Plain Aquifer (SRPA) and those surface and subsurface areas not included in the bounds of the facility-specific WAGs.

Groundwater quality of the SRPA is a significant concern. The SRPA is a dynamic system that is common to the entire INEL and is not controlled by institutional boundaries. Therefore, treating the regional concerns of the SRPA beneath the INEL as an independent OU within WAG 10 is logical from an environmental restoration viewpoint.

Individual WAGs (1-9), in addition to including all SWMUs and other potentially hazardous units associated with the WAG and the surface area encompassed by them, address subsurface concerns including the vadose zone, perched aquifers, and the SRPA to the extent those concerns are specific to the WAG and its sources of contamination. WAG 10 addresses all regional SRPA concerns related to the INEL that cannot be adequately addressed on a WAG-specific basis. In addition, WAG 10 includes those surface and subsurface areas not included in the bounds of the facility-specific WAGs. Only under certain circumstances, as agreed by the Project Managers, are regional aquifer concerns addressed in a specific WAG (1-9).

In addressing WAG-specific aquifer concerns, the individual WAG investigations are not intended to characterize the aquifer or extent of aquifer contamination to great distances beyond the WAG boundary but are intended to obtain adequate information to make WAG-specific remedial action decisions.

As a general rule, WAG (1-9) investigations are intended to be conducted within approximately 1,000 feet of WAG facility fence lines or other recognized administrative boundaries.

Validated data compiled from all WAGs are routinely evaluated by U.S. DOE to determine if potential regional (non- or multiple- WAG-specific) problems have become evident. This activity involves more than one WAG and is considered to be part of the general administrative management function of the INEL Environmental Restoration Program. As such, it does not have a lead/support agency associated with it. Status of this activity is, however, a subject of Project Managers' meetings. If a problem or potential problem is identified, the situation could be considered as a candidate for interim action, remedial action under a facility-specific WAG, or remedial action under WAG 10, as determined by the Project Managers.

Ten WAGs are located at the INEL. A separate section describes each WAG; the WAG locations at the INEL are presented in Figure 3.1. The facility-specific WAGs are separated from one another and do not present boundary overlap problems.

3.1 WAG 1

WAG 1 is Test Area North (TAN) of the INEL. TAN compasses several subareas:

- Technical Support Facility (TSF)
- Initial Engine Test (IET) Facility
- Loss of Fluid Test (LOFT) Facility
- Specific Manufacturing Capabilities (SMC) Facility and
- Water Reactor Research Test Facility (WRRTF)

In general, TSF consists of facilities for handling, storage, examination, and research and development of spent nuclear fuel. The Process Experimental Pilot Plant (PREPP), a facility originally built to determine the capabilities of processing transuranic waste destined for WIPP, is also located here. Potential release sites addressed under this Agreement include tanks, spills, disposal sites, and wastewater disposal systems (e.g., sumps, tanks, injection well, ponds, and lagoons).

The IET is an abandoned facility north of TSF that has numerous historical uses. IET was designed as a testing location for the nuclear jet engines developed under the Aircraft Nuclear Propulsion (ANP) Program in the 1950s and early 1960s. The few IET sites being investigated under this Agreement are tanks still in place, an old injection well, and rubble disposal sites.

LOFT and SMC are contiguous facilities west of TSF that consist of structures built for those two operations and old buildings from the ANP Program. LOFT is a facility constructed for nuclear reactor tests that has been decommissioned. SMC is an active facility manufacturing components for a U.S. Department of Defense (DOD) non-nuclear weapons system. The sites being investigated include pits, tanks, a wastewater disposal pond, and two small historic spill sites.

WRRTF primarily consists of two buildings southeast of TSF that have housed several non-nuclear tests, mostly for simulating and testing water systems used in reactors. The WRRTF sites being investigated include tanks, wastewater ponds, an injection well, a burn pit, and a sewage lagoon.

The boundary of the TAN WAG includes the TSF, IET, LOFT, SMC, and WRRTF fenced areas. It also includes the immediate areas outside of the fences where operations associated with these areas may have taken place. The WAG includes all surface and subsurface areas.

3.2 WAG 2

WAG 2 is the Test Reactor Area (TRA) that houses extensive facilities for studying the effects of radiation on materials, fuels, and equipment. The Advanced Test Reactor (ATR) is currently the only large operational reactor within TRA and is designed to produce a neutron flux that allows simulation of long-duration radiation effects on materials and fuels. It produces isotopes used in medicine, research, and industry.

TRA sites being investigated under the Agreement include pits, tanks, rubble piles, ponds, cooling towers, wells, french drains, and spills. One of the higher priority sites within TRA is a percolation pond that has been used for the disposal of radioactively contaminated wastewater.

The boundary of WAG 2 includes the area within the TRA fence and the areas immediately outside the fence where waste operations have taken place. The WAG includes all surface and subsurface areas.

3.3 WAG 3

WAG 3 is the Idaho Chemical Processing Plant (ICPP) that houses reprocessing facilities for Government defense and research spent fuel. Facilities at ICPP include spent fuel storage and reprocessing areas, a waste solidification facility and related waste storage bins, remote analytical laboratories, and a coal-fired steam generating plant.

ICPP sites investigated under the Agreement include facilities associated with wastewater disposal systems (e.g., sumps, ponds, and an injection well), spills, and tank farm storage of hazardous substances.

The boundary of WAG 3 includes the area within the ICPP fence and those immediately adjacent areas where waste activities have taken place; it includes all surface and subsurface areas.

3.4 WAG 4

WAG 4 is the Central Facilities Area (CFA) where services for the entire site are headquartered. These services include environmental laboratories, security, fire protection, medical facilities, communications systems, warehouses, a cafeteria, vehicle and equipment pools, bus system, and laundry. The U.S. DOE Radiological and Environmental Sciences Laboratory and U.S. Geological Survey offices are also located here.

CFA sites investigated under the Agreement include historical spills, tanks, landfills, ponds, leach fields, and leach pits.

The boundary of WAG 4 is loosely defined as CFA does not have an enclosing fence. However, many CFA sites investigated under the Agreement are adjacent to buildings (e.g., tanks and dry wells). Others, including landfills and a gravel pit adjacent to one of the landfills, are located on the outskirts of CFA. The WAG includes all surface and subsurface areas.

3.5 WAG 5

WAG 5 consists of the Power Burst Facility (PBF) and Auxiliary Reactor Area (ARA). PBF is located in an area originally constructed for the Special Power Excursion Reactor Tests (SPERT). Four SPERT reactors were built beginning in the late 1950s in a radial array around what is now the PBF control/personnel building complex. All of the SPERT reactors were removed and the SPERT facilities have undergone partial or complete decontamination and decommissioning (D&D). The PBF reactor is still operational but is in a standby mode. The ARA consists of four separate groupings of buildings in which

various activities have occurred, including the operation of test reactors. All of the ARA reactors were removed from the facility and have undergone partial or complete D&D.

PBF/ARA sites investigated under the Agreement include tanks and components of wastewater disposal systems (e.g., evaporation ponds, percolation ponds, leach fields, pits, and dry wells).

The boundary of WAG 5 encompasses the facility locations presently or historically used within the PBF and ARA areas and those immediately adjacent areas where waste activities may have taken place. The WAG includes all surface and subsurface areas.

3.6 WAG 6

WAG 6 consists of the Experimental Breeder Reactor No. 1 (EBR-I) and Boiling Water Reactor Experiment (BORAX) areas. Both the EBR-I and BORAX areas were originally constructed to house test reactors and were decommissioned. EBR-I is now a National Historic Landmark, open to the public. Historically, the BORAX area housed five different reactors, but many of the facilities were dismantled or moved and no operations (other than monitoring) take place in the area.

EBR-I/BORAX sites investigated under the Agreement are primarily old tanks, but also include a small spill area and several liquid and solid waste disposal locations.

The boundary of WAG 6 is directly related to the EBR-I/BORAX facility locations and areas immediately adjacent to them; it includes all surface and subsurface areas.

3.7 WAG 7

WAG 7 is the Radioactive Waste Management Complex (RWMC) that was established in 1952 and is a controlled area for disposal of solid radioactive wastes generated in INEL operations. The Stored Waste Examination Pilot Plant (SWEPP) is also located at the RWMC and is used for certifying waste destined for shipment to WIPP.

The primary RWMC site being investigated under the Agreement is the Subsurface Disposal Area (SDA) within the RWMC. It includes numerous pits, trenches, and vaults where radioactive and organic wastes were placed as well as a large pad where waste was placed above grade and covered.

The Transuranic Storage Area (TSA) within the RWMC has been used since the early 1970s for retrievable storage of transuranic waste on earthen-covered pads and in facilities.

The boundary of WAG 7 is clearly defined as the RWMC fence, with the SDA as a fenced portion within the RWMC. It includes all surface and subsurface areas.

3.8 WAG 8

WAG 8 is the Naval Reactors Facility (NRF) where prototype reactors are operated for reactor plant development and in training of naval officers and enlisted personnel. NRF also supports research and devel-

opment efforts on reactor materials by preparation and examination of irradiation test specimens and by examination of expended fuel from naval reactors.

NRF sites investigated under the Agreement include landfills, old spills, wastewater disposal systems (e.g., ponds, ditches, basins, drains, and drain fields) and storage areas.

WAG 8 is primarily the developed area of the NRF site. However, it also includes waste operations that extended or extend outside the NRF developed area, such as the wastewater ditch. All of WAG 8 is within the overall 7-square mile NRF site and includes surface and subsurface areas.

3.9 WAG 9

WAG 9 is the Argonne National Laboratory – West (ANL–W) that is primarily devoted to the testing of breeder–reactor technology. It houses the Experimental Breeder Reactor II (EBR–II), the first pool–type liquid–metal reactor. In addition to EBR–II, the ANL–W complex has four other reactors and two fuel examination facilities.

ANL–W sites being investigated under the Agreement include tanks and wastewater handling/disposal systems such as ditches, ponds, pits, drains, etc.

The boundary of WAG 9 is basically the ANL–W fence; however, operations that extended or extend outside of the fence, such as the wastewater ditch, are included. WAG 9 includes all surface and subsurface areas described above.

3.10 WAG 10

WAG 10 includes miscellaneous surface sites and liquid disposal areas throughout the INEL that are not included within other WAGs. WAG 10 also includes regional Snake River Plain Aquifer concerns related to INEL that cannot be addressed on a WAG–specific basis. Specific sites currently recognized as part of WAG 10 include:

- Liquid Corrosive Chemical Disposal Area (LCCDA) located between WAGs 6 and 7
- Organic Moderated Reactor Experiment located between WAGs 4 and 5
- Former ordnance areas, including the Naval Ordnance Disposal Area (NODA) located at numerous sites within the INEL

The boundary of WAG 10 is the INEL boundary, or beyond as necessary to encompass real or potential impact from INEL activities, and any areas within the INEL not covered by other WAGs.

3.11 Drinking Water Actions

U.S. DOE presently monitors drinking–water wells in and around the INEL in accordance with applicable Federal and State regulations. U.S. DOE will routinely make available the resulting data to Project Managers.

In addition, within 90 days of the effective date of the Agreement, U.S. DOE will provide to the Project Managers historical monitoring data for INEL drinking-water systems for which there are potential impacts to drinking-water quality from hazardous substances released at the INEL. The Project Managers will review the data and, at their earliest opportunity, identify and agree upon additional monitoring requirements for these systems.

In cases where drinking water monitoring results exceed promulgated standards, the Project Managers will determine if an alternate source of water is needed and U.S. DOE will provide an alternate source of water for the affected system(s) as agreed upon under this activity. Any additional actions agreed upon (i.e., interim actions) would be carried out under other applicable provisions of the Agreement and Action Plan.

4.0 PROJECT MANAGEMENT

The purpose of this section is to identify and describe key project management activities and responsibilities that are important in carrying out the terms of the Agreement and Action Plan.

4.1 Project Manager Roles and Responsibilities

As provided in Part VII of the Agreement, each Party to the Agreement is represented by a Project Manager (see Appendix D). The Project Manager shall:

- Manage INEL remedial activities for their respective agencies pursuant to the Agreement and Action Plan
- Serve as primary contacts and coordinators for their respective agencies for purposes of implementing the Agreement and Action Plan
- Prioritize work
- Coordinate activities of WAG Managers (WMs), who are identified by the Project Managers, as necessary
- Approve and sign No Further Action Determinations
- Evaluate and approve changes to OUs based on investigation findings, and
- Prepare monthly progress reports

The roles and responsibilities of the WMs are:

- Manage remedial activities under the Action Plan at an assigned WAG(s) under the direction of respective Project Manager
- Serve as agency contact for the Project Manager for assigned WAG(s)
- Participate in project management meetings as requested by respective Project Managers

4.2 Lead Agency Concept

Although U.S. DOE is the lead agency with respect to implementation of the Agreement, the Parties have agreed to a lead agency approach to minimize duplication of effort and maximize oversight productivity. The lead agency for a specific WAG is responsible for overseeing and coordinating the activities conducted under this Agreement.

The agency that is not the lead agency is designated as the support agency. The support agency will also provide comments to U.S. DOE and will lend support to the lead agency as resources permit.

Designation of lead agency is a joint determination by U.S. EPA and IDHW. The decision on lead designation is based primarily on the resources available to undertake lead responsibilities at that WAG. At the

time of execution of this Agreement, IDHW is the lead agency at WAG 7 (RWMC) and U.S. EPA is the lead agency at all other WAGs.

4.3 Project Managers' Meeting

Project Managers' meetings are held as described in Part 8.9 of the Agreement or more frequently as needed. These meetings are used to conduct the business necessary to implement the Action Plan. Any agreements or commitments resulting from Project Managers' meetings are to be signed by all Project Managers as soon as possible after the meeting.

4.4 Recommended Training and Qualifications

To effectively and efficiently implement this Action Plan, appropriate training and qualifications for all Parties' Project Managers and WMs are necessary. While the following list of training and qualifications is not required or subject to review and approval by any Party, it is recommended that all Project Managers and WMs have expertise or obtain training on a timely basis in the following subject areas:

- Agreement and Action Plan
- Project management
- CERCLA, NCP, RCRA, NEPA, HWMA, and the Atomic Energy Act (AEA) as they pertain to this Agreement and Action Plan
- Remedial action process
- Available remedial action technologies
- OSHA Hazardous Waste Operations, per 29 CFR 1910.120
- Basic radiation protection
- Risk assessment
- Public participation

5.0 DATA QUALITY OBJECTIVES AND RISK ASSESSMENT

The collection and use of appropriate quantities and quality of data to make remedial action decisions are a major consideration in conducting CERCLA investigations. Existing data are used whenever they meet the Data Quality Objectives (DQOs) for the decision being made, or can be validated with minimal additional supporting data of higher quality. DQOs are defined as qualitative and quantitative statements that specify the quality of data required to support decisions during the remedial response process. Because decisions under CERCLA are risk- or health-based, DQOs should be developed under the framework of a conceptual site model relating contaminant release to potential exposure routes, contaminant toxicity, and receptors.

The development of DQOs and risk assessment procedures for the RI/FS process at INEL will follow the guidance found in CERCLA and the NCP, as well as in U.S. EPA guidance documents. Reasonable future-use scenarios will be developed for evaluation purposes in accordance with the latest CERCLA risk assessment guidance. DQOs and risk assessment for the Preliminary Scoping Track 2 defined in this Action Plan require more detailed discussion because they are not specifically covered in the U.S. EPA guidance documents.

For a Track 2, the following DQO/risk assessment process is applied:

- Develop a statement of the problem at the OU.
- Identify the possible outcomes of the Track 2 (No Further Action, interim action, RI/FS scoping).
- Determine the level of acceptable risk for the OU. This is defined in the NCP as in the range of 10^{-4} to 10^{-6} for individual lifetime cancer risk. For non-carcinogens, a hazard index of less than 1 represents acceptable risk.
- Develop a conceptual model of the OU that identifies probable exposure pathways.
- Evaluate attenuation/dilution effects expected between the source and postulated receptor.
- Develop rough estimates on risk drivers by evaluating the concentration and toxicity ($C_i T_i$) for hazardous substances present (where T_i = slope factor or the inverse of the reference dose [1/RfD]).
- Determine the approximate concentration of the major contaminants that, if present, would pose unacceptable risk for a pathway. This requires assumptions regarding the population at risk and their activities, leading to an assumed exposure scenario. Based on the level of acceptable risk, the exposure scenario, attenuation/dilution effects, and the toxicity of the contaminant, a concentration of the contaminant at the source is calculated for carcinogens and separately for non-carcinogens.

$$\text{If risk (R) for a given pathway is } R = \sum_0^i C_{ir}T_i \quad (1)$$

where C_{ir} = concentration at the receptor, and $C_{ir} = C_iA_i$,

where A_i reflects the multiple factors that affect the change in concentration from the source to the receptor,

$$\text{then } C_{i(\text{calc})} = \frac{R}{T_iA_i} \quad (2)$$

- Design the sampling program to include special emphasis on the calculated concentrations of contaminants ($C_{i(\text{calc})}$).
- Based on the concentrations of the contaminants determined as a result of the sampling program, estimate the total risk for major contaminants over the significant pathway(s). This is calculated separately for carcinogens and non-carcinogens.

$$\text{Risk (R}_t\text{)} = \sum_{P_0}^{P_n} \sum_0^i C_{ir}T_i \quad (3)$$

where P_0 to P_n are the pathways and

R_t = total risk posed by the OU

- If the risk estimate of the assumed exposure scenario is less than the level of acceptable risk for the OU, no further action is required.

This discussion of DQOs for the Track 2 process will be expanded and presented in a supplemental document that, with the approval of the Project Managers, will be applied as site-wide generic guidance. This supplemental document, "Guidance for Assessing Low Probability Hazard Sites at the INEL," should be issued by September 1991.

The development of DQOs is different for the Preliminary Scoping Track 1 or the Interim Action Planning Process because neither of these tracks requires data collection. For these two tracks, DQOs should address the criteria for the acceptance of existing data for the decision to be made, which may include validation through additional supporting data of higher quality. The risk assessment process for Track 1 will be informal and will qualitatively assess potential exposure routes, pathways for contaminant migration, toxicity of known or suspected contaminants, and receptor populations. The risk assessment for an interim action or a Track 2 will also be qualitative.

At the conclusion of an interim action for which No Further Response action is anticipated, data of sufficient quality will be collected to support a quantitative risk assessment. DQOs will be established for this activity according to the U.S. EPA guidance. The risk assessment will be completed prior to entering the final decision process for the WAG. The purpose of the risk assessment is to show that the interim action resulted in acceptable risk levels at the site.

As with DQOs, risk assessment guidance for the INEL will be expanded and presented in a supplemental document.

Appendix A
Enforceable Deadlines,
Operable Units and CERCLA Process Tracks,
and Schedule

TABLE A.1. INEL ENFORCEABLE DEADLINES

<u>WAG</u>	<u>ACTIVITY</u>	<u>OPERABLE UNIT</u>	<u>ENFORCEABLE DEADLINE^a</u>	<u>DATE^b</u>
WAG 01 TAN	Injection Well/ Drinking Water Interim Action	1-07A	Draft ROD Submitted for Review	Jun-1992
	Injection Well/ Drinking Water RI/FS	1-07B	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Aug-1991 Jan-1992 Sep-1993 Jul-1994
	WAG 01 Comprehensive RI/FS	1-10	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Jul-1995 Dec-1995 Aug-1997 Jun-1998
WAG 02 TRA	Perched Water RI/FS	2-12	Draft SOW Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Apr-1991 Nov-1992 ^c Sep-1993 ^d
	Warm Waste Pond Interim Action	2-10	Draft ROD Submitted for Review	Nov-1991
	WAG 02 Comprehensive RI/FS	2-13	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Jul-1996 Dec-1996 Aug-1998 Jun-1999
WAG 03	WAG 03 Comprehensive RI/FS	3-13	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Aug-1995 Jan-1996 Sep-1997 Jul-1998
WAG 04 CFA	Motor Pool Pond RI/FS	4-11	Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Dec-1991 Oct-1992
	Landfills RI/FS	4-12	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Aug-1992 Jan-1993 Sep-1994 Jul-1995
	WAG 04 Comprehensive RI/FS	4-13	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Aug-1996 Jan-1997 Sep-1998 Jul-1999
WAG 05 PBF/ARA	Chemical Pond RI/FS	5-10	Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Dec-1991 Oct-1992
	PBF Evaporation Pond Interim Action	5-13	Draft ROD Submitted for Review	Jun-1992
	WAG 05 Comprehensive RI/FS	5-12	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Sep-1996 Feb-1997 Oct-1998 Aug-1999

TABLE A.1 (continued). INEL ENFORCEABLE DEADLINES

<u>WAG</u>	<u>ACTIVITY</u>	<u>OPERABLE UNIT</u>	<u>ENFORCEABLE DEADLINE^a</u>	<u>Date^b</u>
WAG 06/10 EBR 1/BORAX AND MISC. SITES	WAG 6/10 Comprehensive RI/FS	10-04 (inc. 6-05)	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Jun-1998 Nov-1998 Jul-2000 May-2001
	Ordinance Interim Action	10-05 (inc. 4-01)	Draft ROD Submitted for Review	Apr-1992
WAG 07 RWMC	Pit 9 Interim Action	7-10	Draft ROD Submitted for Review	Jun-1992
	Pod A RI/FS	7-12	Draft SOW Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	May-1991 Dec-1992 ^c Oct-1993 ^c
	Vadose Zone Organics RI/FS	7-08	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Aug-1991 Jan-1992 Sep-1993 Jul-1994
	TRU Pits and Trenches RI/FS	7-13	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Aug-1995 Jan-1996 Sep-1997 Jul-1998
	WAG 07 Comprehensive RI/FS	7-14	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Jul-1996 Dec-1996 Aug-1998 Jun-1999
WAG 08 NRF	Ditch RI/FS	8-07	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Nov-1991 Apr-1992 Dec-1993 Oct-1994
	WAG 08 Comprehensive RI/FS	8-08	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Sep-1995 Feb-1996 Oct-1997 Aug-1998
WAG 09 ANL-W	WAG 09 Comprehensive RI/FS	9-04	Draft SOW Submitted for Review Draft Work Plan Submitted for Review Draft RI/FS Submitted for Review Draft ROD Submitted for Review	Jul-1996 Dec-1996 Aug-1998 Jun-1999

^a Post-ROD deadlines will be identified as required by Part 12.2 of the Agreement. Table A.1 will be updated as appropriate throughout the life of the Action Plan to reflect new post-ROD deadlines.

^b These schedules may be significantly reduced pending development of the SOW and evaluation of existing data.

^c Based on SOWs submitted, these dates may be reduced by up to one year.

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Scoping Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code						
1-03						WAG 1 (continued)							
						TSF 011 Sumps (TAN-609)	TSF-24						
						TSF Fuel Tank Under SW Corner of TAN-607	TSF-25						
						TSF 011 Tank S of TAN-501 (Between Gatehouse & Substation)	TSF-32						
						TSF T-11 Fuel Tank E of TAN-602	TSF-33						
						WRRTF Diesel Fuel Tank (TAN-103)	WRRTF-09						
						WRRTF Gasoline Tank (TAN-644)	WRRTF-10						
						TSF Bottle Site							
						TSF Service Station Spill (TAN-664)	TSF-02						
						TSF Burn Pit	TSF-03						
1-04						WRRTF Burn Pit	WRRTF-01						
						LOFT Disposal Pond (TAN-750)	LOFT-02						
						TSF Acid Neutralization Sump N of TAN-602	TSF-12						
						TSF Two Neutralization Pits N of TAN-649	TSF-17						
						TSF Cautics Tank V-4 S of TAN-616	TSF-19						
						TSF Two Neutralization Pits N of TAN-607	TSF-20						
						TSF Acid Pond (TAN-735)	TSF-29						
						TSF Acid Pit W of TAN-647	TSF-31						
						1-05						IET Stack Rubble Site	IET-04
												IET Hot Waste Tank (TAN-319)	IET-07
TSF TAN/TSF-1 Area (Soil Area)	TSF-06												
TSF Intermediate-Level (Radioactive) Waste Disposal System	TSF-09												
TSF Drainage Pond (TAN 782)	TSF-10												
TSF Contaminated Tank SE of Tank V-3	TSF-18												
TSF IET Valve Pit	TSF-21												
TSF PH-2A Tanks (TAN-710 A&B)	TSF-26												
WRRTF Radioactive Liquid Waste Tank (TAN-735)	WRRTF-04												

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Scoping Track 1	Interim Action Track 2	RI/FS	Sites Within Operable Unit	Site Code
1-06		X			WAG 1 (continued)	
					LOFT Diesel Fuel Spills (TAN-629)	LOFT-01*
					LOFT Sulfuric Acid Spill (TAN-771)	LOFT-10*
					TSF Disposal Pond	TSF-07*
					TSF HIRE III Mercury Spill Area	TSF-08*
1-07A			X			
					TSF Injection Well	TSF-05
					TSF Drinking Water Potential Contamination	TSF-23
1-07B				X		
					TSF Injection Well	TSF-05
					TSF Drinking Water Potential Contamination	TSF-23
1-08			X			
					TSF Railroad Turntable	TSF-22
					TSF Sewage Treatment Plant (TAN-623) and Sludge Dry Beds	TSF-28
					WRRTF Injection Well (TAN-331)	WRRTF-05
1-09				X		
					TSF Contaminated Well Water Spill	-
					TAN-603 French Drain	-
					WRRTF Two-Phase Pond (TAN-763)	WRRTF-02
					WRRTF Evaporation Pond (TAN-762)	WRRTF-03
					WRRTF Sewage Lagoon	WRRTF-06
1-10				X		
					WAG 1 Comprehensive RI/FS, including: TSF Paint Shop Floor Drain Leach Field (W of TAN-636)	TSF-27**

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Track 1	Scoping Track 2	Interim Action	R1/FS	Sites Within Operable Unit	Site Code
	None					WAG 2: TEST REACTOR AREA (TRA)	
	X					TRA MTR Construction Excavation Pile	TRA-10
						TRA ETR Excavation Site Rubble Pile	TRA-23
						TRA Guardhouse Construction Rubble Pile	TRA-24
						TRA Sewer Plant Settling Pond Rubble Pile	TRA-25
						TRA Rubble Site by USGS Observation Well	TRA-26
						TRA North Storage Area Rubble Pile	TRA-27
						TRA North (Landfill) Rubble Site	TRA-28
						TRA ATR Construction Rubble	TRA-29
						TRA West Road Rubble Pile	TRA-32
						TRA West Staging Area/Drainage Ditch Rubble Site	TRA-33
2-01		X				TRA Paint Shop Ditch (TRA-606)	TRA-02*
2-02		X				TRA Inactive Gasoline Tank at TRA-605	TRA-14
						TRA Inactive Gasoline Tank at TRA-616	TRA-17
						TRA Inactive Gasoline Tank at TRA-619	TRA-18
						TRA Inactive Tank, North Side of MTR-643	TRA-21
						TRA Inactive Diesel Fuel Tank at ETR-648	TRA-22
2-03					X	TRA-614 Oil Storage North	
						TRA Acid Spill Disposal Pit (TRA-608)	TRA-01
						TRA French Drain at TRA-645	TRA-11
						TRA Fuel Oil Tank Spill (TRA-727B)	TRA-12
						TRA Brine Tank (TRA-731) at TRA-631	TRA-20
						TRA Tunnel French Drain (TRA-731)	TRA-40

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Scoping Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
WAG 2 (continued)							
2-09		X				TRA Sewage Treatment Plant (TRA-624) & Sludge Pit (TRA-732) TRA Cold Waste Disposal Pond (TRA-702) TRA Final Sewage Leach Ponds (2) by TRA-732	TRA-07 TRA-08 TRA-13
2-10				X		TRA Warm-Waste Pond (Sediments)	TRA-03B
2-11		X				TRA Warm-Waste Leach Pond (TRA-758) TRA Warm-Waste Retention Basin (TRA-712) TRA Waste Disposal Well, Sampling Pit (764) and Sump (703)	TRA-03A TRA-04 TRA-05
2-12					X	Perched Water RI/FS	-
2-13					X	WAG 2 Comprehensive RI/FS, including: TRA Chemical Waste Pond (TRA-701)	- TRA-06**

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Scoping Track 1	Scoping Track 2	Interim Action	RT/FS	Sites Within Operable Unit	Site Code
None						WAG 3: CHEMICAL PROCESSING PLANT (CPP)	
	X					Grease Pit South of CPP-637	CPP-43
						Pickling Shed East of CPP-631	CPP-52
						Septic Tank East of CPP-655	CPP-70
						Seepage Pits West of CPP-656	CPP-71
						CPP-758 Cesspool East of CPP-651	CPP-72
						Leaching Cesspool East of CPP-T-5	CPP-73
						Seepage Pit West of CPP-626	CPP-74
						Septic Tank and West of CPP-603	CPP-75
						Septic Tank and West of CPP-659	CPP-76
						Seepage Pit and Cesspool North of CPP-662	CPP-77
3-01					X	PCB Transformer Yard (CPP-705)	CPP-49
						PCB Transformer Yard (CPP-731)	CPP-50
						PCB Staging Area West of CPP-660	CPP-51
						PCB Spill in CPP-718 Transformer Yard	CPP-61
3-02					X	Soil Contamination NW of CPP-642	CPP-07
						Contaminated Paint Chips and Pad S of CPP-603	CPP-12
						Gas Storage Building, Now Location of CPP-668	CPP-18
						Solid Waste Storage Bin South of CPP-601	CPP-21
						CPP Injection Well (M4H-FE-304)	CPP-23*
						CPP Gravel Pits #1 and #2	CPP-37*
						Fire Training Pits Between CPP-602 and CPP-603	CPP-41
						Paint and Paint Solvent Area South of CPP-697	CPP-53
						Drum Storage Area West of CPP-660	CPP-54
						Mercury Contaminated Area South of CPP-T-15	CPP-55*
						Sulfuric Acid Spills East of CPP-606	CPP-57
						Kerosene Tank Overflow West of CPP-633	CPP-59*
						Paint Shop at Present Location of CPP-645	CPP-60
						Mercury Contaminated Area Near CPP-1B-4	CPP-62
						Hexone Spill by CPP-710	CPP-63*

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No. Prelim. Scoping Action	Interim Track 1	Track 2 Action	R1/FS	Sites Within Operable Unit	Site Code
3-03	X				WAG 3 (continued)	
					Hexone Spill West of CPP-660	CPP-64*
					CPP Sewage Treatment Plant Lagoons	CPP-65
					CPP CFSGP Fly Ash Pit	CPP-66
					Abandoned Gasoline Tank CPP VES-UTI-652	CPP-69
3-04	X				CPP Percolation Ponds #1 and #2	CPP-67
3-05	X				Friable Transite on CPP-601, 602, 603, 604, 605, 606, 640, 644, and 648	CPP-38
3-06	X				Sewage Treatment Plant South of CPP-664	CPP-14
					Contaminated Soil in the Tank Farm Area Near WL-102, NE of CPP-604	CPP-33*
					Soil Storage Area in the NE Corner of the CPP	CPP-34*
					Lime Pit at the Base of the CPP-601 Berm and French Drain	CPP-40*
					Pilot Plant Storage Area West of CPP-620	CPP-47*
3-07	X				Well 55-06 (Strontium Contamination in Perched Water)	
					Contaminated Soil from Leak in Line from CPP WM-181 to PEM	CPP-16
					CPP-604 Radioactive Waste Unloading Area	CPP-20
					CPP Contaminated Soil in the Tank Farm Area (CPP-24,25,26,28,30,31&32)	CPP-24
					Contaminated Soil in Tank Farm Area North of CPP-604	CPP-25
					Contaminated Soil in Tank Farm Area from Steam Flushing Operation	CPP-26
					Contaminated Soil in Tank Farm Area South of WM-181 by Valve Box A-6	CPP-28
					Contaminated Soil in Tank Farm Area Near Valve Box B-9	CPP-30
					Contaminated Soil in Tank Farm Area South of Tank WM-183	CPP-31
					Contaminated soil in Tank Farm area SW and NW of Valve Box B-4	CPP-32
					Tank Farm Release Near Valve Box A-2	CPP-79

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Track 1	Scoping Track 2	Interim Action	RT/FS	Sites Within Operable Unit	Site Code
3-08				X		<p>WAG 3 (continued)</p> <p>Pressurization of the Solid Storage Cyclone NE of CPP-633</p> <p>Solvent Burner East of CPP-605</p> <p>Contaminated Soil in the Tank Farm Area East of CPP-604</p> <p>Contaminated Soil North and West of the Main Stack (CPP-708)</p> <p>CPP-633 Decontamination Spill</p> <p>Transfer Line Leak from CPP-633 to WL-102</p>	<p>CPP-13</p> <p>CPP-15</p> <p>CPP-27</p> <p>CPP-29</p> <p>CPP-35</p> <p>CPP-36</p>
3-09				X		<p>Concrete Settling Basin, Vault, and Dry Wells E of CPP-603</p> <p>French Drain W of CPP-603</p> <p>Temporary Storage Area SE of CPP-603</p> <p>Contaminated Soil Around CPP-603 Settling Tank</p> <p>Contaminated Soil Around CPP-603 Settling Basin</p> <p>Trench E of CPP-603 Fuel Storage Basin</p> <p>CPP-603 Basin Filter System Line Failure</p> <p>Soil Contamination Near the NE Corner of CPP-603 S Basin</p> <p>CPP-603 Plastic Pipeline Break</p> <p>CPP-603 Sludge and Water Release</p> <p>Soil Storage Area South of CPP Peach Bottom Fuel Storage Area</p> <p>CPP-603 to CPP-604 Line Leak</p> <p>Particulate Air Release South of CPP-603</p> <p>Abandoned Liquid Radioactive Waste Storage Tank CPP VES-SFE-20</p> <p>Contaminated Soil W of CPP-693, E of Dry Fuel Storage Area</p>	<p>CPP-01</p> <p>CPP-02</p> <p>CPP-03</p> <p>CPP-04</p> <p>CPP-05</p> <p>CPP-06</p> <p>CPP-08</p> <p>CPP-09</p> <p>CPP-10</p> <p>CPP-11</p> <p>CPP-17</p> <p>CPP-19</p> <p>CPP-22</p> <p>CPP-69</p> <p>CPP-78</p>
3-10				X		<p>Drainage Ditch West of CPP-637</p> <p>Grease Pit South of CPP-608</p> <p>CPP-637 Courtyard Pilot Plant Release</p> <p>Nitric Acid Contamination South of CPP-734</p>	<p>CPP-42</p> <p>CPP-44</p> <p>CPP-46</p> <p>CPP-56</p>
3-11				X		<p>CPP-621 Chemical Storage Area Spills</p> <p>CPP PCM Evaporator Overhead Pipeline Spills</p>	<p>CPP-45</p> <p>CPP-58</p>

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No. Action	Prelim. Scoping Track 1	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
3-12		X			WAG 3 (continued)	
					CPP-601 Vent Tunnel Drain Leak (VT-300)	CPP-80
					Abandoned CPP-637/PP-601 VOG Line	CPP-81
					Abandoned Line 1.5 in. - PLA - 776 West of Beech Street	CPP-82
3-13				X	WAG 3 Comprehensive RI/FS, including: CPP HF Storage Tank (YDB-105) and Dry Well French Drain South of CPP-633	CPP-39** CPP-48**

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	Action	Prelim. Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
4-01				X		<p>WAG 4: CENTRAL FACILITIES AREA (CFA)</p> <p>-----</p> <p>CFA Central Gravel Pit</p> <p>CFA French Drain (containing 5-in. shell) N of CFA-633 (Note: This interim action OU is being performed under OU 10-05)</p>	CFA-09 CFA-11
4-02						<p>CFA Dry Well (South of CFA-640)</p> <p>CFA Two Dry Wells (CFA-665)</p> <p>CFA Dry Well (CFA-674)</p> <p>CFA Dry Well (South of CFA-682 Pumphouse)</p>	CFA-13 CFA-14 CFA-15 CFA-16
4-03						<p>CFA Fire Department Training Area, Oil Storage Tanks</p> <p>CFA Gasoline Tanks (2) East of CFA-606</p> <p>CFA Fuel Oil Tank at CFA-609 (CFA-732)</p> <p>CFA Fuel Tank at Nevada Circle 1 (South by CFA-629)</p> <p>CFA Fuel Oil Tank at CFA-640</p> <p>CFA Fuel Oil Tank at CFA-641</p> <p>CFA Fuel Tank at Nevada Circle 2 (South by CFA-629)</p> <p>CFA Fuel Oil Tank at CFA-656 (North side)</p> <p>CFA Fuel Oil Tank at CFA-669 (CFA-740)</p> <p>CFA Fuel Oil Tank at CFA-674 (West)</p> <p>CFA Waste Oil Tank at CFA-664, active</p> <p>CFA Waste Oil Tank at CFA-665, active</p> <p>CFA Waste Oil Tank at CFA-754, active</p> <p>CFA Fuel Tank at CFA-667 (North Side)</p> <p>CFA Fuel Tank at CFA-667 (South Side)</p> <p>CFA Diesel Tank at CFA-674 (South)</p> <p>CFA Sulfuric Acid Tank at CFA-674 (West side)</p> <p>CFA Gasoline Tank at CFA-680</p> <p>CFA Diesel Tank at CFA-681 (South side)</p> <p>CFA Fuel Oil Tank, CFA-683</p>	CFA-18 CFA-19 CFA-20 CFA-21 CFA-22 CFA-23 CFA-24 CFA-25 CFA-27 CFA-28 CFA-29 CFA-30 CFA-31 CFA-32 CFA-33 CFA-34 CFA-35 CFA-36 CFA-37 CFA-38

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	Mo Action	Prelim. Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
4-04		X				MAG 4 (continued)	
4-05			X			CFA "Drum Dock" (CFA-771) CFA Returnable Drum Storage - South of CFA-601 CFA Excess Drum Storage - South of CFA-674	CFA-39 CFA-40 CFA-41
4-06				X		CFA Pond (CFA-674) CFA Fire Department Training Area, bermed	CFA-04 CFA-17
4-07				X		CFA Spray Paint Booth Drain (CFA-654) CFA Lead Shop (outside areas) CFA Lead Storage Area	CFA-44 CFA-06 CFA-43
4-08					X	CFA French Drain E/S of (CFA-633) CFA French Drains (2) (CFA-690)	CFA-07* CFA-12*
4-09					X	CFA Sewage Plant (CFA-691), Septic Tank (CFA-716) and Drainfield	CFA-08
4-10					X	CFA Transformer Yard Oil Spills CFA 760 Pump Station Fuel Spill CFA Tank Farm Pump Station Spills	CFA-10 CFA-26 CFA-42
4-11					X	CFA Landfill I CFA Motor Pool Pond	CFA-01 CFA-05*

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No. Action	Prelim. Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
4-12						WAG 4 (continued)	
					X	CFA Landfill II	CFA-02*
						CFA Landfill III	CFA-03*
4-13					X	WAG 4 Comprehensive RI/FS	-

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
WAG 5: POWER BURST FACILITY (PBF)/AUXILIARY REACTOR AREA (ARA)							
None	X					ARA-I Sewage Treatment Facility (ARA-737)	ARA-04
						ARA-II Seepage Pit to East (ARA-720A)	ARA-07
						ARA-III Seepage Pit to West (ARA-720B)	ARA-08
						ARA-III Septic Tank (ARA-738)	ARA-09
						ARA-III Septic Tank East (ARA-613)	ARA-10
						ARA-III Septic Tank West (ARA-606)	ARA-11
						ARA-III Septic Tank and Drainfield (ARA-739)	ARA-14
						ARA-IV Test Area Septic Tank and Leach Pit No. 2	ARA-21
						ARA-IV Control Area Septic Tank and Leach Pit No. 3 (ARA-617)	ARA-22
						PBF Control Area Septic Tank (PBF-724), Seepage Pit (PBF-735)	PBF-01
						PBF Control Area Septic Tanks (PBF-738,739), Seepage Pit (PBF-736)	PBF-02
						PBF Control Area Septic Tank for PBF-632 and Seepage Pits (PBF-745,748)	PBF-03
						PBF Reactor Area Septic Tank and Drainfield (PBF-728)	PBF-09
						PBF SPERT II Septic Tank and Seepage Pit (PBF-725)	PBF-17
						PBF SPERT IV Septic Tank and Leach Pit (PBF-727 and 757)	PBF-25
						PBF SPERT III Septic Tank (PBF-726) and Seepage Pit	PBF-27
5-01				X		ARA-I Evaporation Pond to NE (ARA-744)	ARA-05
						ARA-III Radionuclide Tank (ARA-735)	ARA-15
						ARA-I Radionuclide Tank (ARA-729)	ARA-16
						ARA-I Drain (ARA-626)	ARA-17
						ARA-III Radionuclide Tank (ARA-736)	ARA-18
						ARA-II Detention Tank for Fuel Oil/Radionuclides (ARA-719)	ARA-19
5-02				X		PBF SPERT I Leach Pond	PBF-12
						PBF SPERT III Large Leach Pond	PBF-21
						PBF SPERT IV SPERT Lake (adjacent to PBF-758)	PBF-28
5-03				X		PBF Cooling Tower Area and Drainage Ditch	-
						PBF Reactor Area Blowdown Pit for Reactor Boiler by PBF-621	PBF-06

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Scoping Track 1	Interim Action Track 2	RI/FS	Sites Within Operable Unit	Site Code
5-04		X			WAG 5 (continued) PBF Reactor Area Oil Drum Storage (PER-713) PBF Reactor Area Rubble Pit PBF SPERT IV Blowdown Pit (adjacent to PBF-716)	PBF-07 PBF-13 PBF-24
5-05			X		PBF Control Area Oil Tank at PBF-608 (substation) outside PBF fence PBF SPERT III Inactive Fuel Oil Tank (front of PBF-612) PBF SPERT III Inactive Fuel Oil Tank at PBF-609 (west side of WERF)	PBF-04 PBF-14 PBF-19
5-06				X	ARA-II SL-1 Burial Ground ARA-III Radioactive Waste Leach Pond ARA-IV Test Area Contaminated Leach Pit No. 1	ARA-06 ARA-12 ARA-20
5-07			X		ARA-I Sanitary Waste Leach Field and Seepage Pit (ARA-746) ARA-I Pad Near ARA-627 (Lead sheeting)	ARA-02 ARA-03
5-08				X	PBF Reactor Area Warm Waste Injection Well (PBF-301) PBF SPERT I Seepage Pit (PBF-750) PBF Reactor Area Corrosive Waste Injection Well (PBF-302)	PBF-05 PBF-11 PBF-15
5-09			X		PBF SPERT II Leach Pond PBF SPERT III Small Leach Pond PBF SPERT IV Leach Pond (PBF-758)	PBF-16 PBF-20 PBF-22
5-10				X	ARA-I Chemical/Evaporation Pond (ARA-745)	ARA-01*

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Scoping Track 1	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
5-11		X			WAG 5 (continued)	
5-12				X	ARA-III Sanitary Sewer Leach Field and Septic Tank (ARA-740)	ARA-13*
5-13				X	WAG 5 Comprehensive RI/FS, including: PBF Reactor Area Corrosive Waste Disposal Sump Brine Tank (PBF-731) PBF Reactor Area Evaporation Pond (PBF-733)	PBF-08* PBF-10*
				X	PBF Reactor Area Corrosive Waste Disposal Sump Brine Tank (PBF-731) PBF Reactor Area Evaporation Pond (PBF-733)	PBF-08* PBF-10*

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
None	X					WAG 6: EXPERIMENTAL BREEDER REACTOR NO. 1 (EBR-1) -----	
						EBR-1 Septic Tank (AEF-702) and Seepage Pit (AEF-703) EBR-1 Seepage Pit (WMO-702) EBR-1 Septic Tank (WMO-701) EBR-1 Cesspool, Septic Tank (EBR-709) and Seepage Pit (EBR-713) EBR-1 Septic Tank (EBR-714) and Seepage Pit (EBR-716)	EBR-02 EBR-03 EBR-04 EBR-05 EBR-06
6-01				X		BORAX-1 Burial Site	BORAX-02
6-02			X			BORAX-11-V Leach Pond BORAX AEF Septic Tank (AEF-703) BORAX Trash Dump	BORAX-01 BORAX-03 BORAX-04
6-03				X		BORAX Fuel Oil Tank, SW of AEF-602 BORAX Inactive Fuel Oil Tank by AEF-601 EBR-1 (AEF-704) Fuel Oil Tank at AEF-603 (map says diesel) EBR-1 (WMO-703) Fuel Oil Tank, soon inactive EBR-1 (WMO-704) Fuel Oil Tank at WMO-601 EBR-1 (WMO-705) Gasoline Tank EBR-1 Fuel Oil Tank (EBR-706) EBR-1 Diesel Tank (EBR-707) EBR-1 Gasoline Tank (EBR-708) EBR-1 Gasoline Tank (EBR-717)	BORAX-05 BORAX-07 EBR-07 EBR-08 EBR-09 EBR-10 EBR-11 EBR-12 EBR-13 EBR-14
6-04				X		Radioactive Soil Contamination (EBR-1)	EBR-15
6-05					X	WAG 6 Comprehensive RI/FS ***	

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Scoping Track 1	Interim Action Track 2	RI/FS	Sites Within Operable Unit	Site Code	
7-01			X		WAG 7: RADIOACTIVE WASTE MANAGEMENT COMPLEX (RWMC) -----	RWMC-04	
7-02			X			SDA Soil Vaults	RWMC-04
7-03		X				SDA Acid Pit	RWMC-04
7-04			X			Non TRU Contaminated Wastes Pits and Trenches	RWMC-04
7-05			X			Air Pathway	
7-06			X			Surface-Water Pathways and Surficial Sediments	
7-07			X			Groundwater Pathway	
7-08				X		Vadose Zone (Rad/Meta's)	
7-09				X		Vadose Zone Organics RI/FS	
7-10						TSA Releases	RWMC-05
				X	Pit 9 Process Demonstration	RWMC-04	

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Scoping Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
7-11		X				WAG 7 (continued)	
7-12					X	RWMC Drainage and Septic Tank for WHF-613 (new) RWMC-Septic Tank and Drainfield for WHF-601 and 604 RWMC Septic Tank and Drainfield for SWEPP	RWMC-01 RWMC-02 RWMC-03
7-13					X	Pad A RI/FS	RWMC-04
7-14					X	TRU Pits and Trenches RI/FS WAG 7 Comprehensive RI/FS	RWMC-04

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Action	Prelim. Track 1	Scoping Track 2	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
<p>None X</p> <p>WAG 8: NAVAL REACTORS FACILITY (NRF)</p> <p>-----</p>							
						Old Parking Lot Landfill (P-8)	34
						Old Radiography Area (P-13)	39
						Kerosene Spill (P-20)	46
						SlW Gravel Pit (P-31)	57
						Old Incinerator (P-34)	60
						Old Transformer Yard (P-40)	67
						SWMU Unit #4 - Top Soil Pit Area	NRF-04
						SWMU Unit #5 - West Landfill	NRF-05
						SWMU Unit #7 - East Landfill	NRF-07
						SWMU Unit #24 - Demineralizer and Neutralization Facility	NRF-24
						SWMU Unit #25 - Chemical Waste Storage Pad	NRF-25
						Gatehouse Transformer (P-4)	30
						Main Transformer Yard (P-1)	27

8-01				X		South Landfill (P-7)	33
						Lagoon Construction Rubble (P-14)	40
						East Rubble Area (P-15)	41
						A1W Construction Debris Area (P-37)	63
						SWMU Unit #3 - ECF Gravel Pit	NRF-03
						SWMU Unit #6 - SE Landfill	NRF-06
						SWMU Unit #8 - North Landfill	NRF-08

8-02				X		Old Painting Booth (P-11)	37
						ECF French Drain (P-12)	38
						Old Sewage Effluent Ponds (P-16)	42
						Site Lead Shack (NRF Building #614) (P-21)	47
						Old Lead Shack (P-26)	52
						Old Boilerhouse Blowdown Pit (P-28)	54
						Miscellaneous NRF Sumps and French Drains (P-29)	55
						Old Radioactive Materials Storage and Laydown Area (P-35)	61
						South Gravel Pit (P-38)	64

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No Prelim. Scoping Action	Interim Track 1	Track 2	Action	RI/FS	Sites Within Operable Unit	Site Code		
8-03	X					WAG 8 (continued)			
						Corrosive Area Behind BB 11 (P-43)	68		
						SWMU Unit #9 - Parking Lot Runoff Leaching Trenches	NRF-09		
8-04	X					Site Incinerator (P-19)	45		
						Degreasing Facility (P-30)	56		
						SWMU Unit #10 - Sand Blasting Slag Trench	NRF-10		
						SWMU Unit #15 - SIW Acid Spill Area	NRF-15		
						SWMU Unit #18 - SIW Spray Ponds	NRF-18		
						SWMU Unit #20 - AIW Acid Spill Area	NRF-20		
						SWMU Unit #22 - AIW Painting Locker French Drain	NRF-22		
						SWMU Unit #23 - Sewage Lagoons	NRF-23		
		8-05	X					AIW Transformer Yard (P-2)	28
								S5G Oily Waste Spill (P-3)	29
						AIW Oily Waste Spill ((P-5)	31		
						SIW Industrial Wastewater Spill Area (P-18)	44		
						SIW Old Fuel Oil Tank Spill (P-32)	58		
						ECF Acid Spill Area (P-36)	62		
						Southeast Corner Oil Spill (P-39)	65		
8-06	X							West Refuse Pit #4 (P-25)	51
								Original SIW Refuse Pit (P-33)	59
								SWMU Unit #1 - Field Area North of SIW	NRF-01
8-06	X					Lagoon Landfill #1 (P-9)	35		
						Lagoon Landfill #2 (P-10)	36		
						West Refuse Pit #1 (P-22)	48		
						West Refuse Pit #2 (P-23)	49		
						West Refuse Pit #3 (P-24)	50		
					East Refuse Pits and Leaching Area (P-27)	53			

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No. Action	Prelim. Scoping Track 1	Interim Action Track 2	RI/FS	Sites Within Operable Unit	Site Code
8-07				X	LDU Unit #1 - Industrial Waste Ditch	NRF-26*
WAG 8 (continued)						
8-08				X	WAG 8 Comprehensive RI/FS, including: S56 Basin Sludge Disposal Bed (P-6) Seepage Basin Pump Out Area (P-17) Hot Storage Pit (P-41) SWMU Unit #2 - Old Ditch Surge Pond SWMU Unit #11 - SIW Seepage Basin #1: Tile Drainfield SWMU Unit #12 - SIW Seepage Basin #2: Leaching Pit SWMU Unit #13 - SIW Seepage Basin #3: Temporary Leaching Pit SWMU Unit #14 - SIW Seepage Basin #4: Industrial Waste Lagoons SWMU Unit #16 - SIW Radiography Building Collection Tanks SWMU Unit #17 - SIW Retention Basins SWMU Unit #19 - AIW Leaching Bed SWMU Unit #21 - Old Sewage Treatment Plant	32 43 66 NRF-02 NRF-11 NRF-12 NRF-13 NRF-14 NRF-16 NRF-17 NRF-19 NRF-21

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	Prelim. Action	Scoping Track 1	Interim Action	Final Action	RI/FS	Sites Within Operable Unit	Site Code
None	X					<p>WAG 9: EXPERIMENTAL BREEDER REACTOR NO. 2 (EBR-II)/TRANSIENT REACTOR TEST FACILITY (TREAT)</p> <p>-----</p> <p>Dry Well between T-1 and ZPPR Mound Waste Retention Tank 783 (never used) Suspect Waste Retention Tank by 793 (removed 1979) Septic Tank and Drain Fields (2) by 753 (tank removed 1979) Dry Well by 768 Dry Well by 759 (2) Dry Well by 720 Septic Tank and Drain Field by 789 (removed 1979) Septic Tank and Leach Field by 793 TREAT Suspect Waste tank and Leaching Field (non-radioactive) TREAT Septic Tank and Leaching Field TREAT Seepage Pit and Septic Tank W of 720 (filled 1980) Lab and office Acid Neutralization Tank Interior Building Coffin Neutralization Tank Critical Systems Maintenance Degreasing Unit TREAT Control Building 721 Septic Tank and Leach Field (present) TREAT Control Building 721 Septic tank and Seepage Pit (removed 1978) Plant Services Degreasing Unit</p>	ANL-10 ANL-11 ANL-12 ANL-14 ANL-15 ANL-16 ANL-17 ANL-18 ANL-20 ANL-21 ANL-22 ANL-23 ANL-24 ANL-25 ANL-26 ANL-32 ANL-33 ANL-27
9-01						Septic Tank 789-A Knawa Butte Debris Pile EBR-II Transformer Yard Sodium Boiler Building (766) Hotwell ANL Sewage Lagoons Sludge Pit W of T-7 (Imhoff Tank) (filled in 1979) EBR-II Sump (regeneration) Industrial Waste Lift Station Sanitary Waste Lift Station TREAT Photo Processing Discharge Ditch	- - - - ANL-04 ANL-19 ANL-28 ANL-29 ANL-30 ANL-36

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No. Action	Prelim. Scoping Track 1	Interim Action	RI/FS	Sites Within Operable Unit	Site Code
9-02	X				WAG 9 (continued) EBR-II Leach Pit (radioactive)	ANL-08
9-03	X				ANL Open Burn Pits #1, #2 and #3 Industrial/Sanitary Waste Lift Station (industrial side not used) Fuel Oil Spill by building 755	ANL-05 ANL-31 ANL-34
9-04	X				WAG 9 Comprehensive RI/FS, including: Industrial Waste Pond and Cooling Tower Blowdown Ditches (3) Main Cooling Tower Blowdown Ditch ANL Interceptor Canal Industrial Waste Lift Station Discharge Ditch Cooling Tower Riser Pits	ANL-01 ANL-01A** ANL-09 ANL-35 ANL-53

TABLE A.2 (continued) OPERABLE UNITS AND CERCLA PROCESS TRACKS

Operable Unit #	No. Prelim. Scoping Action	Track 1	Track 2	Interim Action	R1/FS	Sites Within Operable Unit	Site Code
None	X					<p>WAG 10: MISCELLANEOUS SITES</p> <p>-----</p> <p>ARVFS Tank Containing Low-level Radioactive Waste (under white building)</p> <p>Dairy Farm Disposal Pit</p> <p>EOCR Injection Well</p> <p>EOCR Oxidation Pond</p> <p>EOCR Septic Tank</p> <p>APPR Disposal Pit (outside ANL-W fence)</p> <p>ARVFS Containers of Contaminated NaK</p> <p>EOCR Leach Pond</p> <p>EOCR Blowdown Sump (EOCR-719)</p>	<p>ARVFS-02</p> <p>DF-1</p> <p>EOCR-02</p> <p>EOCR-03</p> <p>EOCR-04</p> <p>ZPPR-01</p> <p>ARVFS-01</p> <p>EOCR-01</p> <p>EOCR-05</p>
10-01		X				<p>LCCDA Old Disposal Pit (west end)</p> <p>LCCDA Limestone Treatment and Disposal Pit (east end)</p>	<p>LCCDA-01</p> <p>LCCDA-02</p>
10-02		X				OMRE Leach Pond	OMRE-01
10-03		X				Ordinance Areas (including NDDA)	-
10-04				X		WAG 10 Comprehensive/Snake River Aquifer R1/FS	-
10-05				X		Ordinance Interim Action (Note: This interim action OU includes OU 4-01)	-

* COCA Land Disposal Units (LDUs)

** COCA LDUs retaining LDU designation

*** OU 6-05, the Comprehensive R1/FS for WAG 6 will be incorporated into the Comprehensive R1/FS for WAG 10, OU 10-04

FIGURE A - TEN-YEAR ROD SCHEDULE FOR INEL ERP: WAG 1 TAN

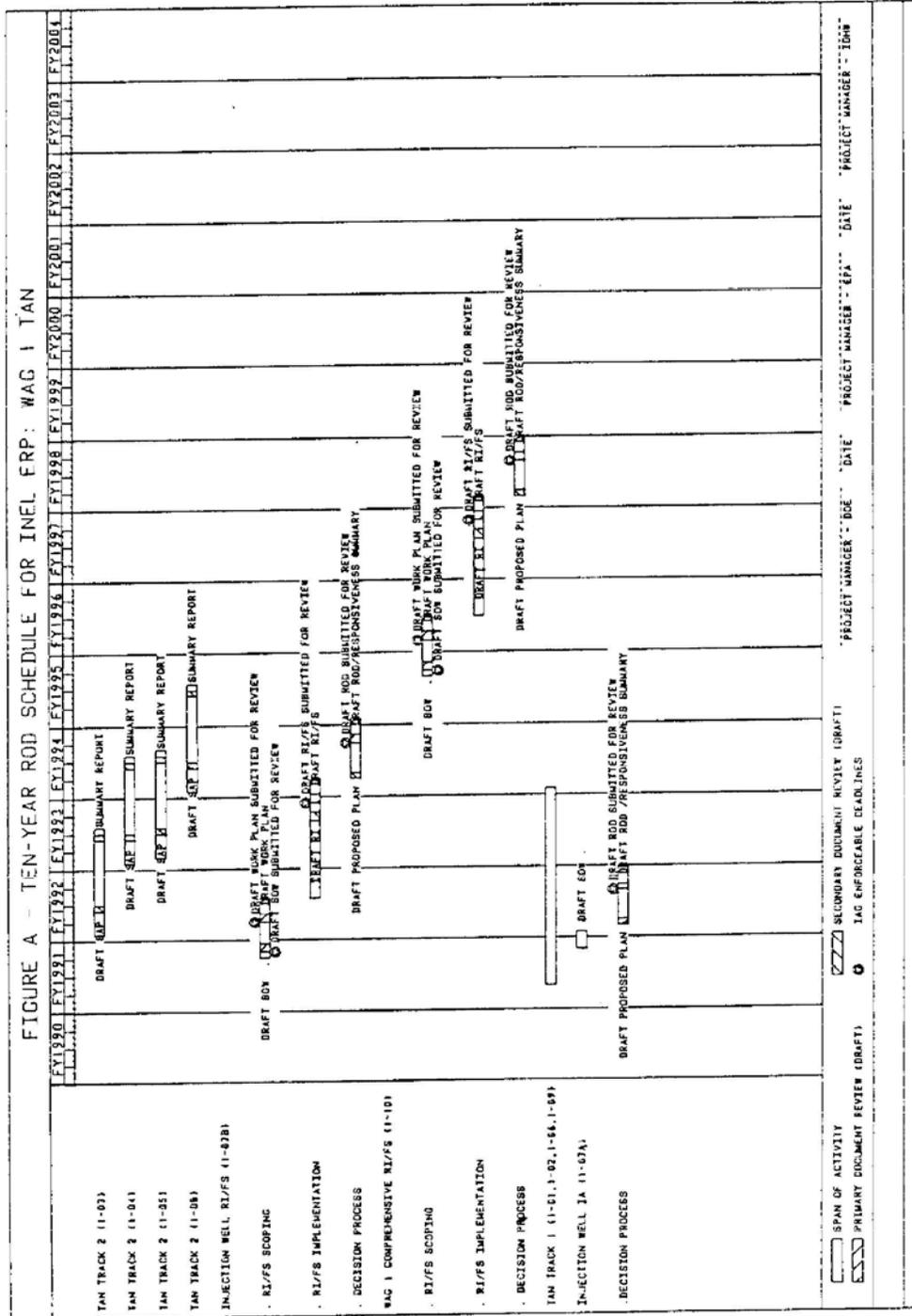


FIGURE A - TEN-YEAR ROD SCHEDULE FOR INEL ERP: WAG 2 TRA

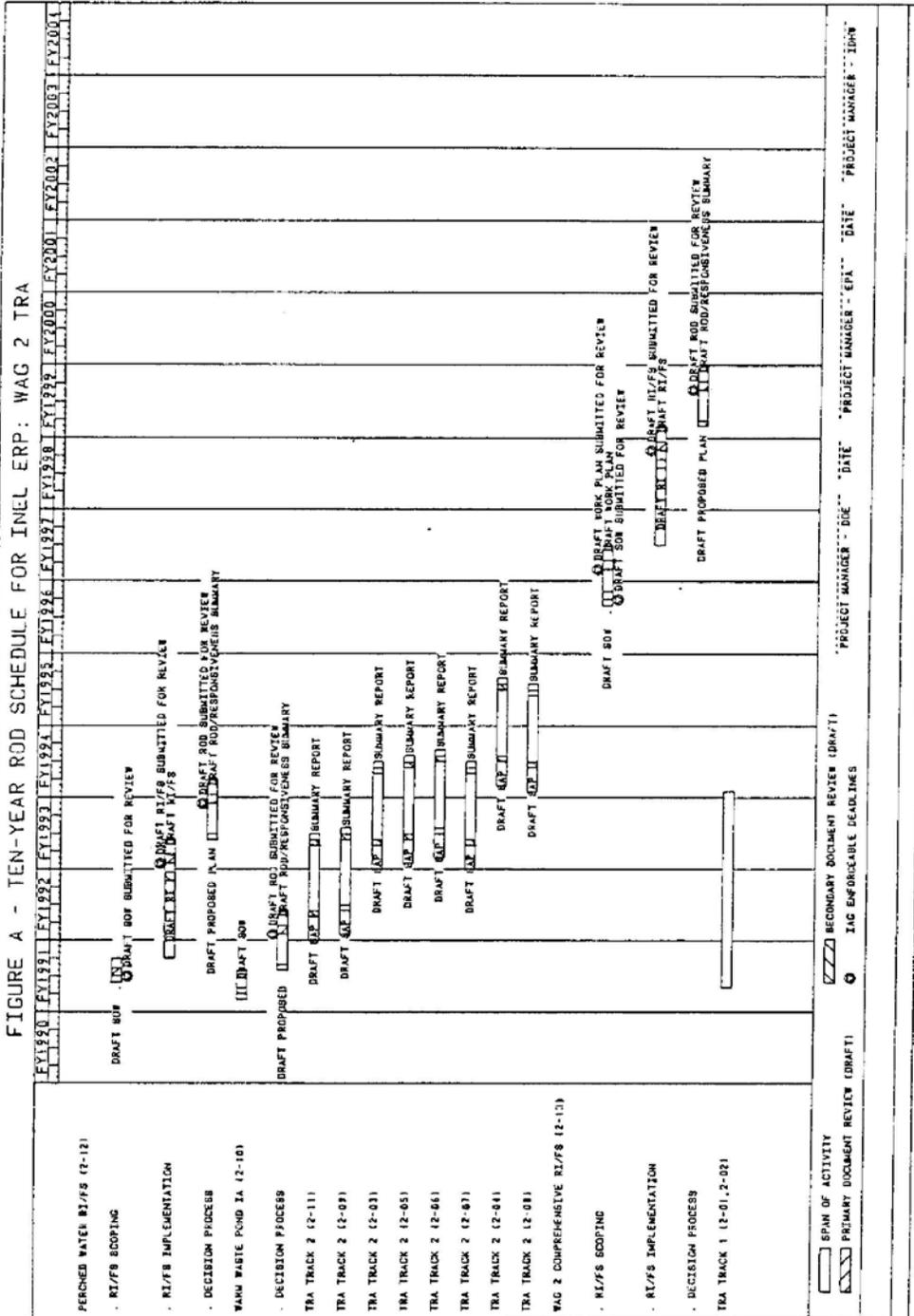
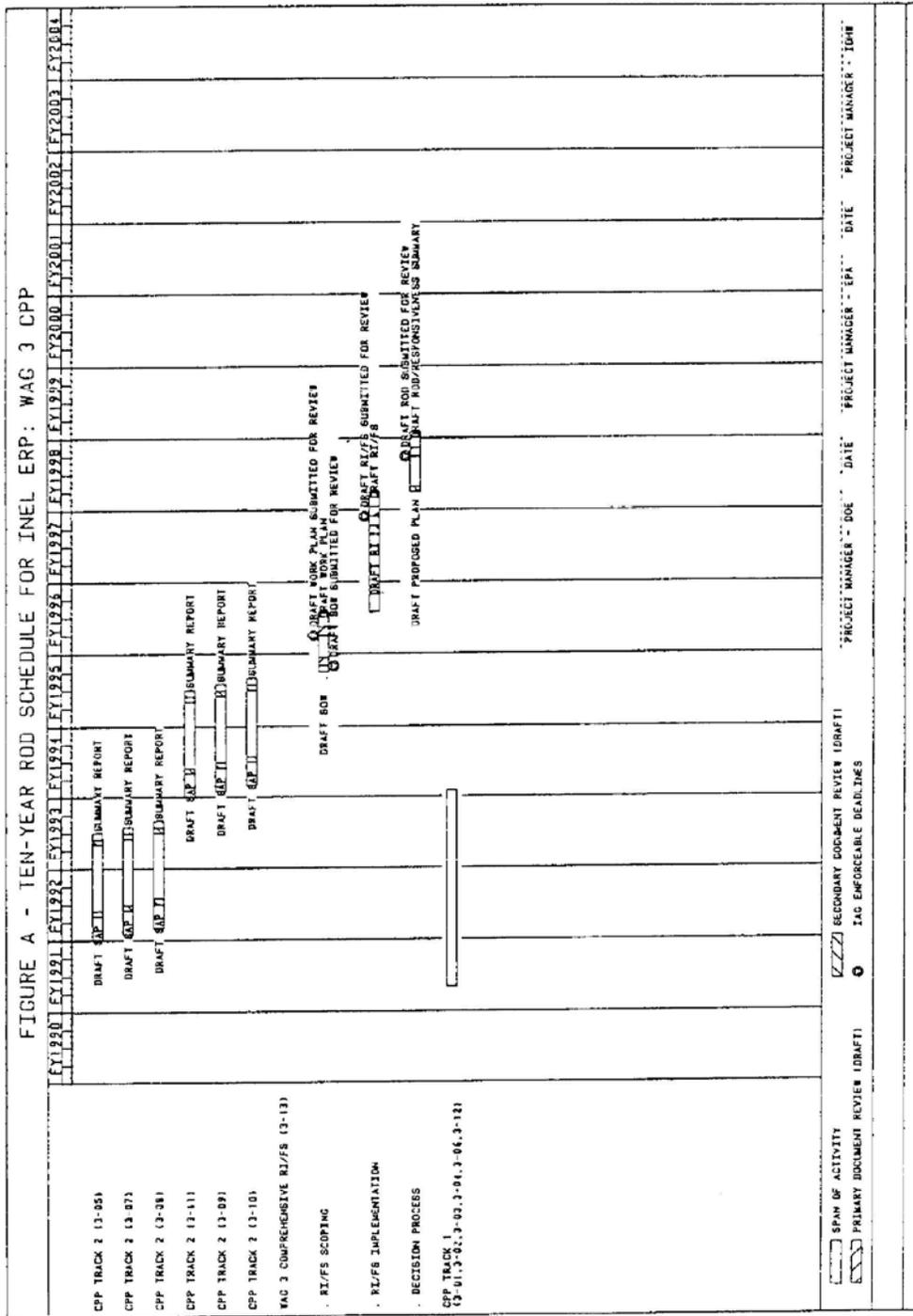


FIGURE A - TEN-YEAR ROD SCHEDULE FOR INEL ERP: WAG 3 CPP



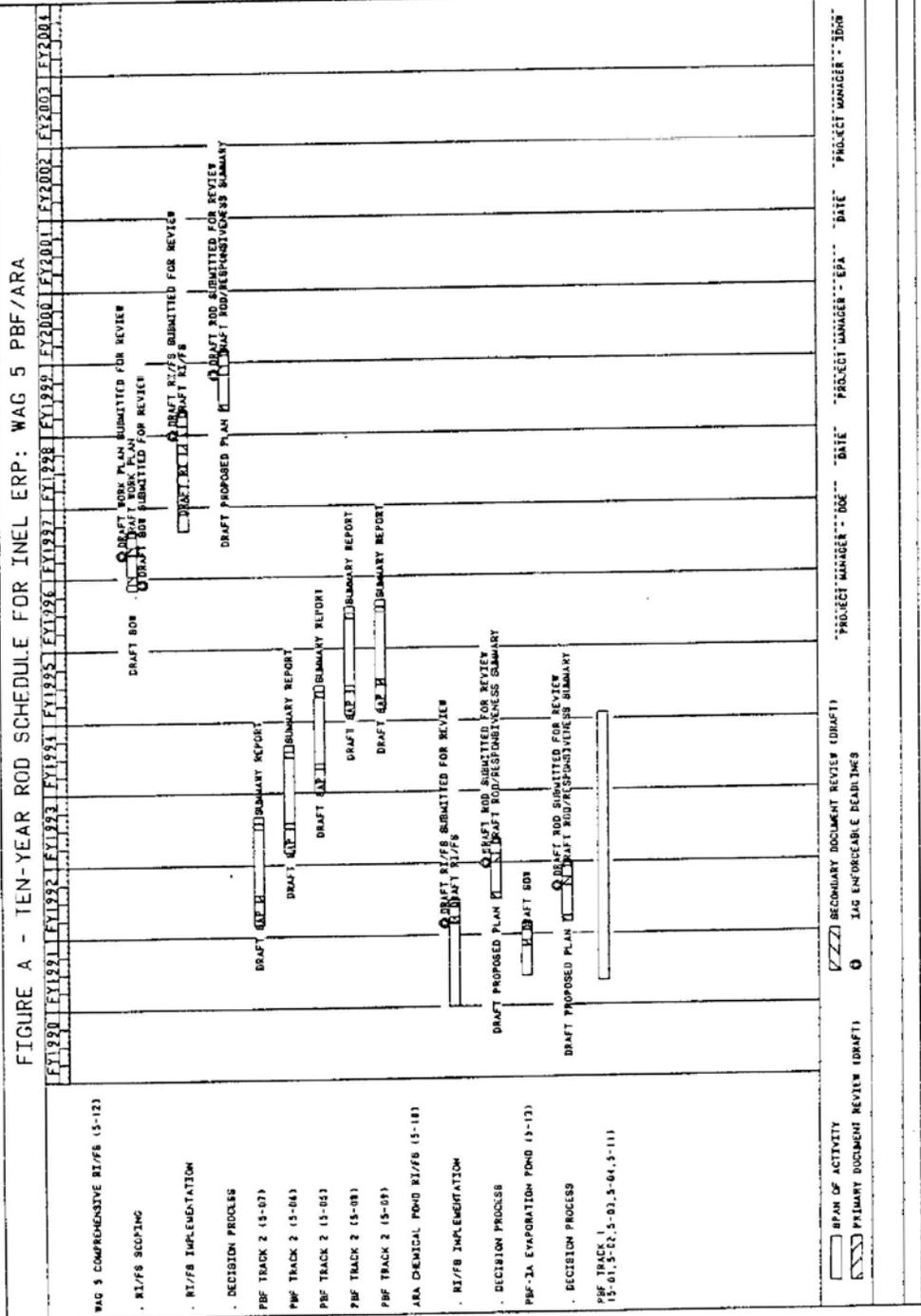


FIGURE A - TEN-YEAR ROD SCHEDULE FOR INEL ERP: WAG 7 RWMC

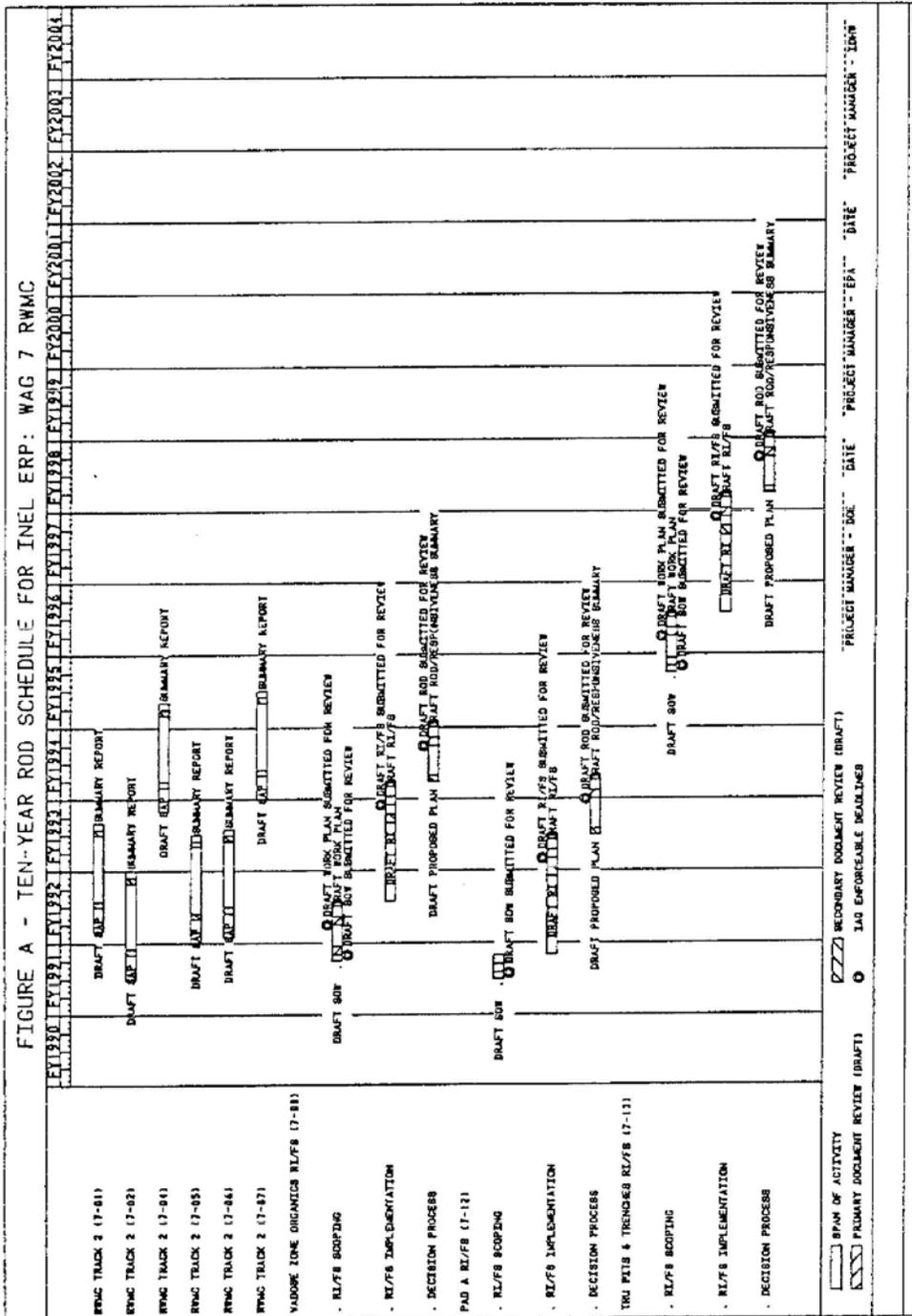
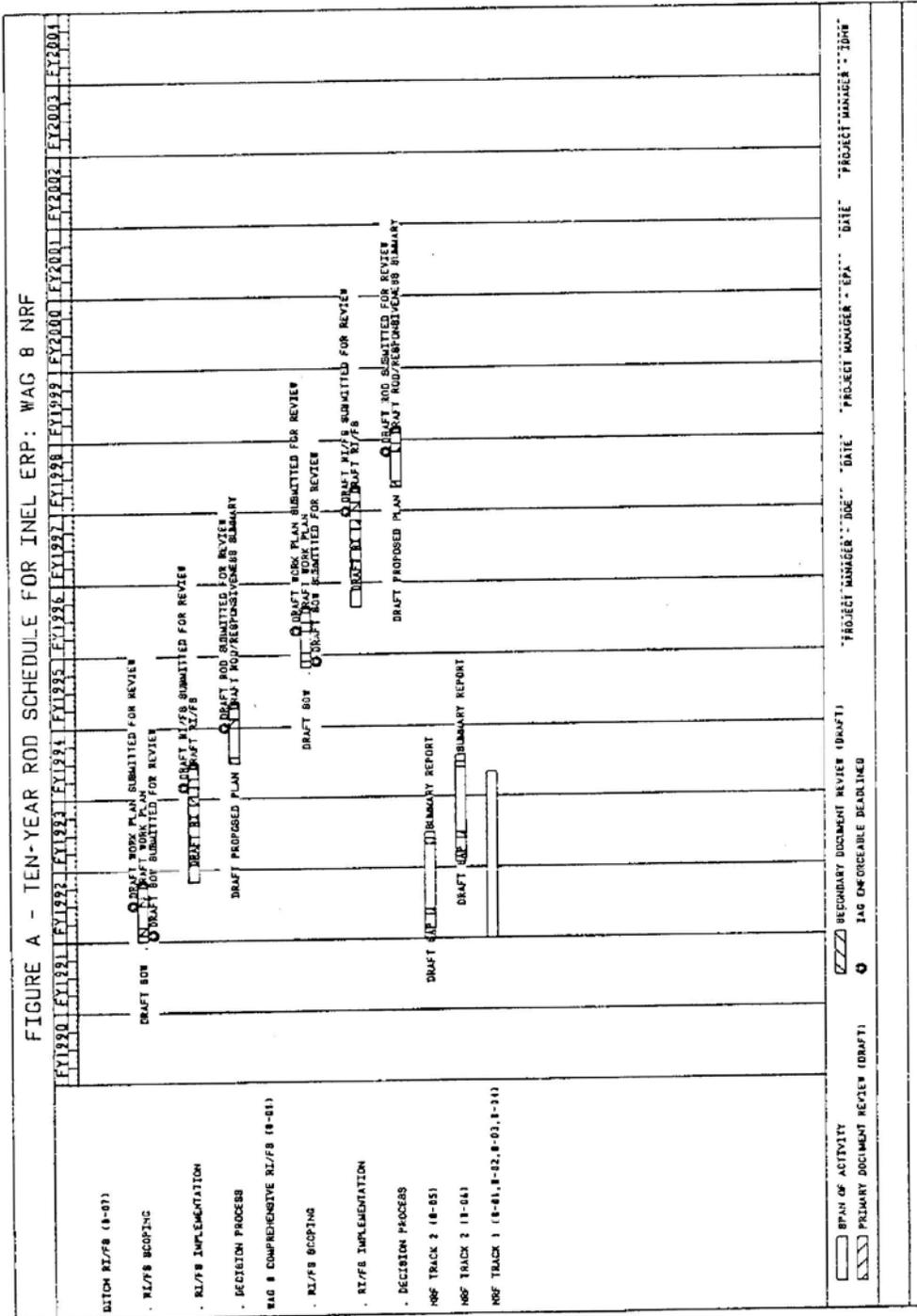
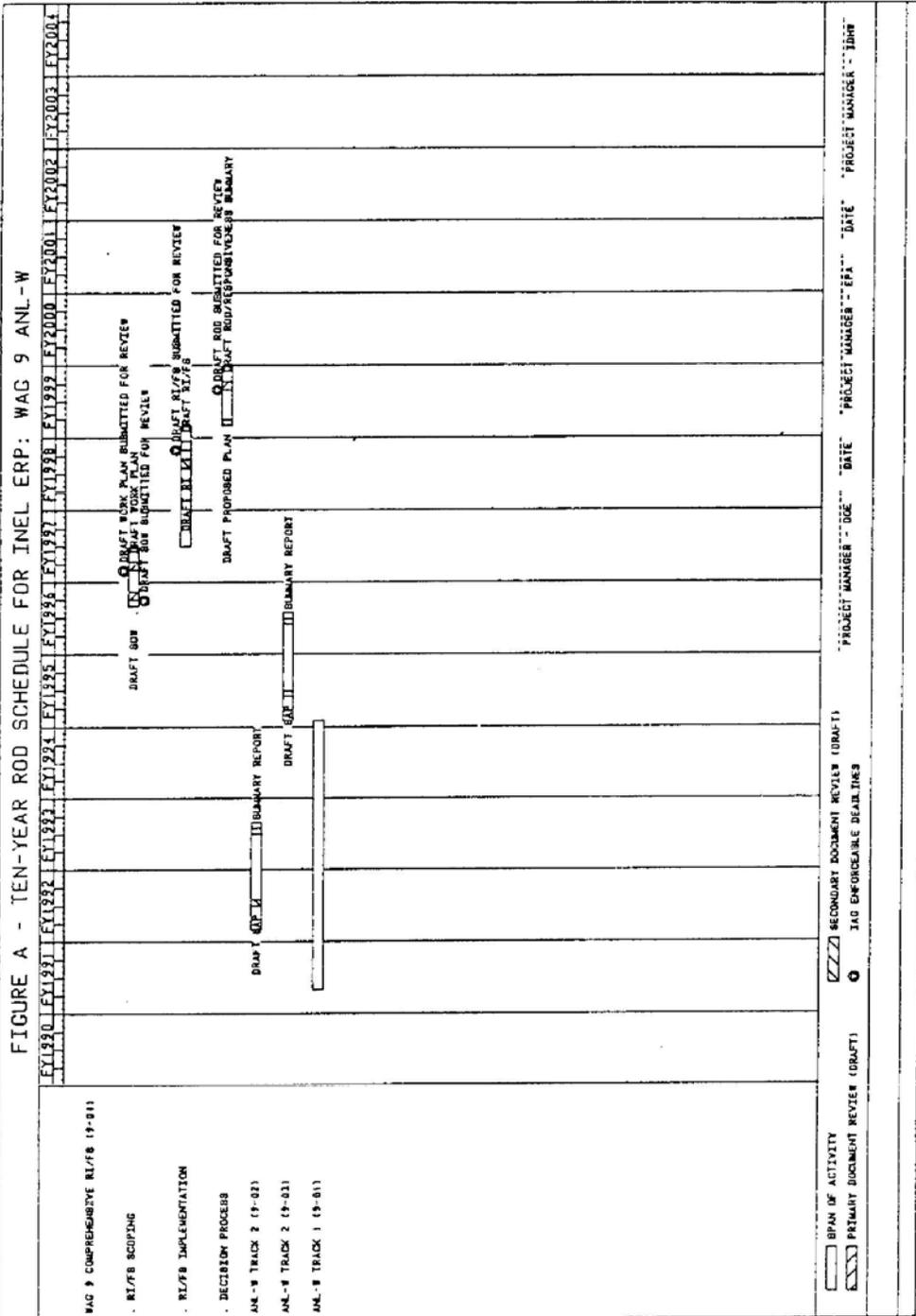


FIGURE A - TEN-YEAR ROD SCHEDULE FOR INEL ERP: WAG 8 NRF





Appendix B

No Further Action Determination

Appendix B

NO FURTHER ACTION DETERMINATION

The U. S. Department of Energy, U.S. Environmental Protection Agency-Region 10 and the State of Idaho have completed a review of the referenced information for _____ (Name) hazardous site, as it pertains to the INEL Federal Facility Agreement of _____ (Date). Based on this review, the Parties have determined that no further action for purposes of investigation or study is justified. This decision is subject to review at the time of issuance of the Record of Decision.

Brief Summary of the basis for no further action:

References:

DOE Project Manager _____ date

EPA Project Manager _____ date

Idaho Project Manager _____ date

Appendix C

Preliminary Scoping Track 2

Summary Report Outline

PRELIMINARY SCOPING TRACK 2
RECOMMENDED SUMMARY REPORT OUTLINE

- 1.0 INTRODUCTION
 - 2.0 SITE BACKGROUND
 - 3.0 DESCRIPTION OF HAZARDOUS SUBSTANCES
 - 4.0 GROUNDWATER CONCERNS (if applicable)
 - 5.0 SURFACE WATER CONCERNS (if applicable)
 - 6.0 AIR CONCERNS (if applicable)
 - 7.0 HEALTH AND ENVIRONMENTAL CONCERNS
 - 8.0 QUALITY ASSURANCE/QUALITY CONTROL
 - 9.0 RECOMMENDATIONS FOR REMEDIAL ACTION
 - 10.0 REFERENCES
- APPENDICES

APPENDIX D
PROJECT MANAGER DESIGNATIONS

PROJECT MANAGER DESIGNATIONS

Mr. Jerry Lyle, Acting Deputy Director
Environmental Restoration and Waste Management
U.S. Department of Energy
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785 DOE Place, MS 1115
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Mr. Wayne Pierre, Chief
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Mr. Dean Nygard, Superfund Project Supervisor
Hazardous Materials Bureau
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Department of Energy

Idaho Operations Office
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Idaho Falls, ID 83401

December 6, 2003⁴

Nicholas Ceto, INEEL Project Manager
EPA Region 10
712 Swift Blvd., Suite 5
Richland, WA 99352

Daryl F. Koch, FFA/CO Manager
Waste Management and Remediation Division
Idaho Department of Environmental Quality
1410 North Hilton
Boise, ID 83706-1255

SUBJECT: Revisions to the INEEL Federal Facility Agreement and Consent Order Process for
Inclusion of Newly Identified Sites (FMDP-FFA/CO-04-041)

Dear Mr. Ceto and Mr. Koch:

The Federal Facility Agreement and Consent Order (FFA/CO) provides a process for including newly identified release sites in the CERCLA remediation of the INEEL. Representatives from each agency met on September 23, 2004 and mutually agreed to revise the newly identified site process to streamline, to shorten its administrative elements and to allow for rapid response to newly identified contamination. This letter transmits a flowchart, which describes the revised process. The revisions made are summarized in an attachment to the flowchart.

The FFA/CO also provides a process for agreement amendment. The process requires that amendments be in writing and agreed to by all parties to the FFA/CO. If you agree that the attached flowchart and revision summary accurately describe the agreed on process revisions, please return a signed copy of the documents. You may provide your signature through use of a PDF file, as recommended in one of the process changes.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen E. Hain".

Kathleen Hain
CERCLA Lead

Summary of Revisions to the Newly Identified Site Process

1. The New Site Identification (NSI) form requires signature of the contractor Responsible Manager and the DOE, EPA and IDEQ Project Managers.
2. An adobe acrobat (.pdf) file signature concurrence from the DEQ and EPA Project Managers is considered approval, in lieu of hardcopy signature, and will be attached to the NSI form.
3. The NSI form no longer includes the option to conduct a Track 1 investigation. The agencies will, through a conference call or meeting, review the adequacy of existing data and make a decision.
4. When a newly identified site is near to and has similar characteristics to a release site already addressed in a Record of Decision (ROD), the agencies may proceed directly to cleanup, using the remedial action objectives stated in the relevant ROD. The documentation for a decision to proceed with cleanup in accordance with the relevant ROD will be the placement of the approved NSI form and attachments in the Administrative Record.
5. Removal Actions may be used to expedite cleanup.
6. The established procedures will be used to validate inclusion of a new site under the FFA/CO. The procedures ensure that the following will occur prior to submittal of a NSI form to the agencies:
 - a. Determine that a potential new site has not previously been evaluated under the FFA/CO Action Plan, a ROD, an Explanation of Significant Differences or a submitted NSI form.
 - b. Determine that a potential new site has not been previously listed in the INEEL Archeological Sites Database.
 - c. Determine that a potential new site has not previously been listed in the INEEL Unexploded Ordnance Sites Database.
 - d. Determine if a potential new site is a release from an active waste treatment, storage or disposal unit covered under a Hazardous Waste Management Act/Resource Conservation and Recovery Act (HWMA/RCRA) permit or under interim status. Such a release will be addressed under HWMA/RCRA through the permit and/or the contingency plan.
 - e. Determine if a potential new site presents a threat to human health or the environment. If the potential new site presents a threat to human health or the environment it is a candidate for inclusion under the FFA/CO. If a potential new site does not present a threat it will be addressed through another regulatory program or during decommissioning of nearby buildings.
 - f. Determine if a potential new site is a new, one-time spill to the environment from INEEL operations. Cleanup of a new, one-time spill is usually done under HWMA or Idaho Petroleum Release Response and Corrective Action regulations. Special conditions may warrant discussions with DEQ and EPA regarding submittal of a NSI for a new, one-time spill from operations.
 - g. Determine if a potential new site is an active discharge allowed through other federal, state or local permits.
 - h. Determine if a potential new site meets the definition of a solid waste management unit (SWMU). The FFA/CO directs that corrective action requirements for SWMUs be investigated and cleaned-up, if necessary, under criteria established by CERCLA. These criteria include addressing other

applicable or relevant and appropriate requirements (see Section V.A. of Module V. of the INEEL HWMA/RCRA Permit).

- i. Determine if a potential new site is addressed under the Voluntary Consent Order or another agreement with the agencies.
7. The Newly Identified Site Process is used to verify that a release is not from a TSD unit and to document all identified releases.

I agree to modify, as described in this Flow Sheet and Summary, the Newly Identified Site process described in the Action Plan for the INEEL Federal Facility Agreement and Consent Order.



Nicholas Ceto, EPA Project Manager

Daryl F. Koch, IDEQ FFA/CO Project Manager

Kathleen Hain, DOE Project Manager

applicable or relevant and appropriate requirements (see Section V.A. of Module V. of the INEEL HWMA/RCRA Permit).

- i. Determine if a potential new site is addressed under the Voluntary Consent Order or another agreement with the agencies.
7. The Newly Identified Site Process is used to verify that a release is not from a TSD unit and to document all identified releases.

I agree to modify, as described in this Flow Sheet and Summary, the Newly Identified Site process described in the Action Plan for the INEEL Federal Facility Agreement and Consent Order.

Nicholas Ceto, EPA Project Manager

 1/28/05

Daryl F. Koch, IDEQ FFA/CO Project Manager

Kathleen Hain, DOE Project Manager

New Site Discovery Process

Wednesday, December 08, 2004

