

## PRIBILOF ISLANDS ENVIRONMENTAL RESTORATION AGREEMENT

WHEREAS, the State of Alaska, Department of Environmental Conservation, (ADEC) and the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) desire to cooperatively identify, assess, and remedy environmental contamination due to former NOAA operations on the Pribilof islands, it is hereby stipulated and agreed as follows:

### Jurisdiction

1. NOAA enters this Agreement following its obligations under 33 U.S.C. § 1323 (federal facility compliance with state water pollution standards); 42 U.S.C. §§ 9601 et. seq. (CERCLA), in particular, 42 U.S.C. § 9620; 42 U.S.C. §§ 6961 et seq. (solid and hazardous waste requirements); and Executive Order 12580.

2. ADEC enters this Agreement under the above authorities and Alaska Statutes 46.03, 46.04, 46.08, and 18 Alaska Administrative Code ("AAC") 62, 18 AAC 60, 18 AAC 70, 18 AAC 72, 18 AAC 75, 18 AAC 78 and 18 AAC 80.

### Purpose

3. The Parties enter this Agreement to perform necessary assessment, closure, and monitoring of source areas identified in Attachment A of this Agreement. These activities shall be performed in accordance with the schedules listed in Attachment B hereto, except as otherwise provided for in this Agreement.

### Findings and Conclusions

4. ADEC alleges that releases of pollutants, hazardous substances, petroleum products and oil within the meaning of AS 46.03.826, AS 46.03.740 and 18 AAC 75.990(35) have occurred or may have occurred at one or more of the source areas identified in Attachment A, and have or may have contaminated the land and waters of the State of Alaska. ADEC also alleges that a number of active and abandoned landfills, scrap disposal areas and other solid waste management facilities have not been properly closed.

5. Therefore, the Parties find it advisable to undertake further investigation in order to assess the need for further remedial action under applicable state and federal environmental laws, and to plan and implement any further remedial action found on the basis of such investigation to be necessary, or found by NOAA to be otherwise advisable or appropriate.

## Review and Comment on Documents

6. Except as otherwise agreed to by the Parties, NOAA shall prepare the documents identified in Attachment B to this Agreement by the corresponding deadlines established in Attachment B, Attachment B shall be reviewed and updated annually by the Parties, based on the site assessment and other information obtained during the course of the preceding year, and may be modified at any time in accordance with Paragraphs 81-82. Annual review of Attachment B shall commence in January of each year and shall be completed by March 31 of the same year. NOAA shall submit to ADEC a minimum of sixty-five (65) Days prior to the start of field work or construction at any source area, all draft final work plans for field work, site assessments or remedial actions (both interim and final) at such source area(s). Site Assessment and Remedial Action draft reports must be submitted to ADEC within 120 Days after completion of field work.

7. Unless the Parties mutually agree to another time period, all draft documents shall be subject to a thirty (30) Day period for ADEC review and comment. Review of any document by ADEC may concern all aspects of the document (including completeness) and should include, but is not limited to, technical evaluation of any aspect of the document, and consistency with the state and federal laws set forth in Paragraphs 21-25, Comments by ADEC shall be provided with adequate specificity so that NOAA can respond to the comments and incorporate changes as a result of the comments, if appropriate, into the final document. Comments shall refer to any pertinent sources of authority or references upon which the comments are based, and upon request of NOAA, ADEC shall provide a copy of the cited legal authority or reference, if not already been provided. ADEC may extend the thirty (30) Day comment period for an additional twenty (20) Days by written notice to NOAA prior to the end of the 30 Day period. On or before the close of the comment period, ADEC shall transmit written comments to NOAA.

8. Representatives of NOAA shall make themselves readily available to ADEC during the comment period for purposes of informally responding to questions and comments on draft documents. Oral comments made during such discussions need not be the subject of a written response by NOAA on the close of the comment period.

9. Following the close of the comment period for a draft document, NOAA shall give full consideration to all written comments on the draft document submitted during the comment period. Within thirty (30) days of the close of the comment period on a draft document, NOAA shall transmit to ADEC a draft final document that shall include or be accompanied by NOAA's response to all written comments received during the comment period and incorporate the needed changes to reflect ADEC's comments on the draft document. Unless the parties mutually agree to another time period, NOAA shall submit the draft final document within thirty (30) days after the close of the comment period on the

draft of the document. While the resulting draft final document shall be the responsibility of NOAA, it shall be the product of consensus to the maximum extent possible.

10. NOAA may extend the thirty (30) Day period for either responding to comments on a draft document or for issuing a draft final document for an additional twenty (20) Days by providing notice to ADEC. ADEC shall either formally accept a draft final document as final or invoke dispute resolution with respect to the document within fifteen (15) Days of its receipt of the document. These time periods may be further extended in accordance with Paragraphs 63-65 (Extensions/Force Majeure).

11. Project Managers may agree to extend by fifteen (15) Days the period for finalization of the draft final documents in order to discuss and/or modify draft final documents as necessary to resolve potential disputes.

12. Either Party may invoke dispute resolution in accordance with Paragraphs 38-40 with respect to the development or acceptance of draft final documents.

13. The draft final document shall serve as the final document if no Party invokes dispute resolution regarding the document. If dispute resolution is invoked and NOAA's position is not sustained in the dispute resolution process, NOAA shall prepare, within not more than thirty-five (35) Days following NOAA's receipt of a written outcome of dispute resolution, a revision of the draft final document that conforms to the outcome of dispute resolution. The time period for this revision may be extended in accordance with Paragraphs 63-65.

#### Subsequent Modification

14. Following finalization of any document pursuant to Paragraphs 6-13 above, any Party may seek to modify the document, including seeking additional field work, or other supporting technical work, only as provided in Paragraph 15.

15. A Party may seek to modify a document after finalization if it determines, based upon new information (i.e., information that became available, or conditions that became known, after the document was finalized) that the requested modification is necessary to ensure compliance with the requirements set forth in Paragraphs 21-25 of this Agreement, or to ensure practical feasibility of the remedial action. A party may seek such a modification-by submitting a concise written request to the other Project Manager, specifying the nature of the requested modification, describing the new information on which it is based, and stating the source or manner of discovery of the new information.

16. In the event that a consensus among the Parties is reached, the modification shall be incorporated by reference to, and be deemed an integral and enforceable

provision of. this Agreement. In the event that a consensus is not reached by the Project Managers on the need for a modification, any Party may invoke dispute resolution in accordance with Paragraphs 38-40.

17. Nothing in Paragraphs 14-17 shall alter ADEC's authority to request the performance of additional work that was not contemplated by this Agreement.

#### Site Investigation Work Plans

18. NOAA shall submit site investigation work plans under the schedules set forth in Attachment B. Each plan shall outline the course of the site investigation to properly delineate the nature and extent of contamination in soil and groundwater at each source area(s). Implementation of these plans shall comply with a QAPP (Quality Assurance Program Plan) addressing all planned source area activities. Field work will be conducted or directly supervised by a qualified person as defined in 18 AAC 78.995. Each site investigation plan shall incorporate data in the possession of NOAA or its consultants and provide for gathering other data required under this Agreement

#### Site Investigation Reports

19. NOAA shall submit to ADEC a site investigation report summarizing field activities and investigation for those sites identified in Attachment A as requiring further investigation. Unless otherwise agreed, these reports will be submitted by the deadlines set forth in Attachment B. NOAA's reports shall contain the following, as applicable: a detailed written or, if appropriate, visual description of all work performed and a summary of all pertinent data prepared by NOAA and its consultants; monitoring well construction data and soil boring logs; site maps detailing existing improvements and (if known) the location of former fuel dispensing equipment, water table elevation maps, Petroleum product level and thickness (isopleth) maps, organic-contaminant concentration maps, aquifer interpretations, other potential source areas within 1/4 mile, interpretations of field observations and analytical data, and recommendations for any follow up work.

20. If upon review of a site investigation report ADEC reasonably determines additional contamination assessment is required, ADEC shall notify NOAA in writing. This notification shall rely on standard industry practices and set forth the technical bases for the ADEC finding that additional assessment is required. If additional assessment is required, either based on the ADEC findings or as a result of dispute resolution, the Parties shall, if appropriate, adjust the scheduled deadlines set forth in Attachment B to accommodate the additional assessment.

## Remediation and Closure Standards

21. As a basis for establishing cleanup levels for petroleum contaminated soil NOAA and ADEC shall rely on the interim soil guidance for non-UST soil cleanup levels, dated July 17, 1991; the guidance for storage, remediation and disposal of non-UST petroleum contaminated soils, dated July 29, 1991; and for water, the applicable water standards set out in 18 AAC 70; and the applicable state and federal regulatory requirements for Maximum Contaminant Levels for drinking water: and interim guidance for surface and groundwater cleanups, dated September 26, 1990.

22. Releases from regulated underground storage tank systems will be remediated pursuant to 18 AAC 78. Regulated underground storage tank systems listed in Attachment A as undergoing closure will be closed pursuant to 18 AAC 78.

23. For purposes of this agreement, NOAA may use the latest Risk-Based Concentration (RBC) Table published by the U.S. Environmental Protection Agency, Region III, for non-petroleum contamination in the following circumstances:

a. For sites which meet the following criteria (items 1-6 below), NOAA may use the RBCs to conduct a screening level assessment to enable the Parties to determine if further site investigation or corrective action is required for sites where non-petroleum contamination is found.

- (1) A single medium is contaminated;
- (2) A single contaminant contributes nearly all of the health risk;
- (3) Volatilization or leaching of that contaminant from soil is not expected to be significant;
- (4) The exposure scenarios used in the RBC table are appropriate for the site;
- (5) The fixed risk levels in the RBC table are appropriate for the site; and
- (6) Risk to ecological receptors is expected not to be significant.

b. If site and contaminant characteristics are consistent with the above criteria, the RBCs may also be used as no-action levels or cleanup goals.

In the event site or contaminant characteristics are inconsistent with the above criteria, protective cleanup levels will be established through a risk assessment process as set forth in paragraph 25.

24. Solid waste disposal sites listed as undergoing closure in Attachment A will be closed using the criteria in 18 AAC 60.

25. If NOAA elects to pursue a risk assessment in lieu of specific cleanup criteria in paragraphs 21-24, NOAA shall submit a workplan within 90 days of ADEC's approval of the site investigation report to ADEC for its approval. The risk assessment shall include an exposure assessment, toxicity assessment and risk characterization and be prepared in accordance with EPA's national and Region 10 risk assessment guidance for CERCLA. ADEC shall either approve, approve with modifications, or reject the risk assessment. Acceptance of a risk assessment is a risk management decision in the sole discretion of the ADEC. NOAA shall notify ADEC in writing within ten (10) working Days of its dispute of any modification or rejection by ADEC. If ADEC and NOAA cannot reach agreement on the disputed rejection or modification of the risk assessment within ten (10) Days after receipt by the ADEC of NOAA's notice of objection, either Party may invoke dispute resolution.

#### Corrective Action Plans

26. For those source areas requiring corrective action to obtain the cleanup levels established in paragraphs 21-25, NOAA shall submit Corrective Action Plans which shall include proposed timeframes for inclusion in Attachment B. Each Corrective Action Plan will address, where applicable, Free Product Recovery and Soil Remediation as detailed in Paragraphs 29-32, and Groundwater Remediation and Monitoring as detailed in Paragraphs 33-35.

27. Each Corrective Action Plan shall include, as appropriate for the subject source area(s), individual source area plans for: cleanup, restoration, cover, and for long-range monitoring of soil and waters.

28. Corrective action shall be conducted or directly supervised by a qualified person, as defined in 18 AAC 78.995(70).

#### Free Product Recovery and Soil Remediation

29. ~~The~~ Corrective action Plan for free product recovery, at source areas with free product, and the cleanup, removal, treatment and disposal of all contaminated material above levels set out in Paragraph 21-25, shall address the following parameters:.

a. Free product recovery and soil Corrective action Plans shall contain the following information: a schedule for implementation, support for choice of remedial technology, engineered system plans (where applicable), available equipment and skilled personnel, efficiency, reliability (life and difficulty of maintenance, costs and other associated impacts), compatibility of proposed actions with other reasonably foreseeable requirements, need for an on-site pilot scale study, qualified third-party field supervision of corrective actions in accordance with 18 AAC 78.995(70), procedures for equipment monitoring during remediation, contaminant media analysis to ensure remediation is progressing, and provisions for work documentation. Each plan shall reference the QAPP that will be followed and shall address any source area specific modifications necessary to conduct field work.

30. NOAA shall complete free product recovery and soil remediation, pursuant to each approved Corrective action Plan.

31. Following completion of soil remediation, NOAA shall submit a final corrective action report for each source area.

32. NOAA shall receive ADEC approval prior to treatment or disposal of cleanup materials.

#### Groundwater Remediation and/or Monitoring

33. Corrective action Plans for source area(s) with groundwater contamination shall contain the following information: a schedule for implementation, support for choice of remedial technology, engineered system plans (where applicable), available equipment and skilled personnel, efficiency, reliability (life and difficulty of maintenance, costs and other associated impacts), compatibility of proposed actions with other reasonably foreseeable requirements, need for an on-site pilot scale study, qualified third-party field supervision of corrective actions in accordance with 18 AAC 78.995(70), procedures for equipment monitoring during remediation, contaminant media analysis to ensure remediation is progressing, and provisions for work documentation. Each plan shall reference a Quality Assurance/Quality Control plan addressing all reasonably foreseeable planned activities and shall address any source area specific modifications necessary to conduct field work.

34. NOAA shall complete groundwater remediation and/or monitoring pursuant to each approved Corrective action Plan.

35. Following completion of groundwater remediation, NOAA shall submit a final corrective action report for each source area (report may be submitted in conjunction with the corrective action report for soil remediation).

### Requests for Additional Plans or Information

36. If at any time after reviewing information submitted under this Agreement ADEC determines a threat to public safety, health or the environment exists, the ADEC may request submittal of additional information, revision to a Corrective action Plan, or revision to Attachment A. Final Corrective action Plans will be modified by agreement of the Parties, in accordance with Paragraphs 14-17; however, the Parties recognize that in the event a threat to public safety, health, or the environment exists, reasonable efforts should be made to expedite modification of the Corrective action Plan or to expand Attachment A, if applicable.

### Plan Incorporation

37. When the written plans described in this Agreement are approved by ADEC, including any modifications agreed to by the Parties the plans will be automatically incorporated into this Agreement and will be fully enforceable as if they were part of the original Agreement. If no satisfactory plan is submitted and approved by the ADEC pursuant to this Agreement, and the parties are unable to reach an informal accommodation, either party may invoke the dispute resolution procedures in Paragraphs 38-40.

### Dispute Resolution

38. a. Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Paragraph and Paragraphs 39 and 40 shall apply.

b. The Parties agree to make reasonable efforts to informally resolve all disputes at the Project Manager level. If the dispute is still unable to be resolved, representatives of NOAA and the ADEC will meet with the Spill Prevention and Response Director of ADEC (SPAR Director) and the Director of the NOAA Western Administrative Support Center (WASC Director) to resolve the dispute. If the SPAR Director, in concert with the WASC Director, are unable to resolve the issue(s) in dispute within twenty-one (21) Days, the SPAR Director and the WASC Director shall refer the dispute to the Commissioner for Environmental Conservation and the Deputy Under Secretary for Oceans and Atmosphere, respectively (collectively, the Senior Executives).

39. If the Senior Executives are unable to resolve the dispute by agreement within twenty-one (21) Days, the Commissioner of Environmental Conservation shall issue a final determination in writing. The written decision will be final for purposes of judicial review. NOAA will proceed with implementing the final determination within twenty-one (21) Days of the Commissioner's final determination subject to the reserved right of NOAA to pursue



any legal remedy at its disposal. The Commissioner's determination will remain in effect unless a stay is sought and granted by the court on appeal; absent a stay, NOAA will implement the determination consistent with the ADEC's Commissioner's final decision.

40. The pendency of any individual dispute shall not affect NOAAs responsibility for timely performance of undisputed work required by this Agreement. All elements of the work required by this Agreement which are not affected by the dispute shall continue to be completed in accordance with the applicable schedule.

#### Briefings & Progress Reports

41. NOAA shall prepare and submit to ADEC biannual written progress reports describing the status of activities conducted under this Agreement. NOAA and ADEC will meet biannually to discuss activities conducted under this Agreement. In extraordinary circumstances, ADEC may request additional progress reports but in no event shall written requests be requested more frequently than two (2) times per 12 month period. Each report at a minimum shall contain the following information:

- a. A description of work performed at the source area;
- b. Problems encountered along with corrective actions implemented;
- c. Projected and/or scheduled work for the next fiscal or calendar quarter, as appropriate;
- u. Copies of laboratory/monitoring data.

#### Project Managers

42. ADEC and NOAA shall each designate a Project Manager and Alternate (jointly referred to as Project Manager) to oversee the implementation of this Agreement. Within five (5) Days of the effective date of this Agreement, each Party shall provide the other Party with the name and address of its Project Manager. Any Party may change its designated Project Manager by notifying the other Party, in writing, within five (5) Days of the change. Any Party may designate different project managers for different source areas addressed pursuant to this Agreement. Communications between the Parties concerning the terms and conditions of this Agreement shall be directed through the Project Managers as set forth in Paragraphs 54-55 of this Agreement. Each Project Manager shall be responsible for assuring that all communications from the other Project Manager are appropriately disseminated and processed by their respective Agencies.

43. Project Managers shall have the authority to by mutual agreement: (1) take samples. request split samples to ensure work is properly performed and in accordance with the terms of any final Corrective action Plan; (2) observe all activities performed pursuant to this Agreement, take photographs, and make other such reports on the progress of the work as the Project Managers think appropriate; (3) review non-privileged records, files, and documents relevant to work performed under this Agreement; (4) recommend and request minor field modifications to the work performed pursuant to this Agreement, or in techniques, procedures, or designs utilized in carrying out this Agreement: and (5) redefine the source areas covered by this Agreement: (6) act in accordance with Paragraphs 81 and 82 (Modification); and (7) exercise the authorities granted to them in this part.

44. Each Project Manager shall be. or rely on, a qualified person as defined in 18 AAC i8.995.

45. The Project Managers may, in accordance with Paragraph 82 of this Agreement, make modifications to the work performed under this Agreement, or in techniques, procedures. or designs utilized in carrying out this Agreement. Any modification proposed pursuant to this Paragraph by any Party approved orally, must be reduced to writing and within ten (10) Days be signed by both Project Managers. NOAA's Project Manager shall make a contemporaneous record of such modification and approval in a administrative record maintained pursuant to Paragraph 57 of this Agreement, and a summary of the record entry will be contained in the next progress report. Even after approval of the proposed modification, no Project Manager will require implementation by a government contractor without approval of the appropriate Government Contracting Officer.

46. The Project Manager for NOAA shall be responsible for day-today activities at the source areas. The Project Manager for NOAA, or his agent, contractor, or representative, shall be physically present at the site during all hours of work performed pursuant to this Agreement. Project Managers will determine the appropriate level of contractor oversight.

47. The Project Managers shall be reasonably available to consult on work performed pursuant to this Agreement and shall make themselves available to each other for the duration of this Agreement. The absence of the NOAA or ADEC Project Manager from the site shall not be a cause for work stoppage or delay.

#### Access

48. Without limitation on any authority conferred on them by law, ADEC and its authorized representatives shall have authority to enter the source areas at all reasonable

times with written notice to the Project Managers for the purposes of, among other things: (1) inspecting non-privileged records- contracts, and other documents relevant to implementation of this Agreement; (2) reviewing the progress of NOAA, its response action contractors, or agents in implementing this Agreement; (3) conducting such tests as ADEC Project Manager thinks necessary; and (4) verifying the data submitted to ADEC by NOAA. NOAA shall honor all requests for such access by ADEC, subject only to any statutory or regulatory requirement as may be necessary to protect mission-essential activities, including in particular marine mammal protection. If access is denied by NOAA, NOAA shall, within forty-eight (48) hours of receipt of ADEC's request, provide a written explanation of the reason for the denial? including reference to the applicable regulations, and, upon request, a copy of such regulations. NOAA shall not restrict the access rights of ADEC to any greater extent than NOAA restricts the access rights of its contractors performing work pursuant to this Agreement.

49. To the extent that this Agreement requires access to property not owned and controlled by NOAA, NOAA shall make every reasonable effort to facilitate access agreements for itself. its contractors, agents, and ADEC, and provide ADEC with copies of such agreements. In the event NOAA is unable to obtain access, ADEC will assist NOAA in making all reasonable efforts to gain such access for NOAA.

#### Sampling and Data/Document Availability

50. The Parties shall make available to each other quality-assured results of sampling, tests. or other data generated by or on behalf of any Party under this Agreement within sixty (60) Days of the submittal of samples to the laboratory. If quality assurance is not completed within sixty (60) Days, preliminary data or results shall be made available within the sixty (60) Day period and quality assured data or results shall be submitted as they become available but in no event later than one hundred and twenty (120) Days after the submittal of samples to the laboratory. These periods can be extended upon mutual agreement among the Project Managers.

51. At the request of the ADEC Project Manager, NOAA shall allow split or duplicate samples to be taken by ADEC during sample collection conducted during the implementation of this Agreement. NOAA's Project Manager shall notify the ADEC Project Manager not less than fourteen (14) days in advance of any well drilling, sample collection, corrective action or other monitoring activity, conducted pursuant to this Agreement. The fourteen (14) Day notification can be waived upon mutual agreement among the Project Managers.

52. If preliminary analysis indicates a potential imminent and substantial endangerment to the public health, all Project Managers shall be immediately notified.

53. Final laboratory reports shall be made available for the review of the Parties immediately upon receipt.

#### Notice to Parties

54. All Parties shall expeditiously transmit all documents and notices required herein. Time limitations shall commence upon receipt.

55. Unless otherwise provided, notice to the individual Parties shall be provided under this Agreement to the following addresses:

A. For NOAA:

Pribilof Project Manager  
NOAA. Western Regional Center  
7600 Sand Point Way NE  
BIN CI5700  
Seattle, WA 98115  
(206) 526-6647

B. For ADEC:

Contaminated Site Remediation Program  
Site Remediation Section  
Alaska Department of  
Environmental Conservation  
555 Cordova St.  
Anchorage, AK 99501  
(907) 269-7500

#### Community Advisory Committee

56. In order to encourage public participation of local community stakeholders on the Pribilof Islands, the Parties agree to work with a Community Advisory Committee for each Island in order to assist with planning for and implementing work carried on pursuant to this agreement. The Community Advisory Committee will consist of representatives of local governments, organizations, and members of the general public. The structure of the Community Advisory Board and its relationship to the parties will be governed by the EPA Restoration Advisory Board Implementation Guidelines ("Guidelines") set forth in Attachment D; provided, however, that the Project Managers may by mutual agreement depart from the Guidelines as appropriate. NOAA shall provide administrative support for the activities and functions of the Community Advisory Committee.

### Administrative Record

57. NOAA agrees to maintain an administrative record of documents and correspondence concerning this Agreement at a public repository in Anchorage, Alaska and provide copies to the Cities of St. George and St. Paul.

### Permits

58. Nothing in this Agreement relieves NOAA from obtaining an applicable permit or other authorization when conducting work pursuant to this Agreement.

### Closure of Sites of Operable Units

59. At any time while this Agreement is in effect, NOAA may request from ADEC written confirmation that all corrective action has been completed at a site(s) or operable unit(s) in accordance with this Agreement. Within thirty (30) Days of its receipt of such request. ADEC shall: (1) provide written confirmation that no further corrective action is required at the subject site(s) or operable unit(s); or (2) deny such request and provide a written explanation of the technical bases on which the request is denied. ADEC shall not deny certification that corrective action is complete at any site(s) or operable unit(s) solely on the basis that post-remedial measures, such as monitoring, shall remain in place for a period of months or years.

### NEPA Compliance

60. NOAA agrees to evaluate its obligations under the National Environmental Policy Act, 42 U.S.C. § 4321 (NEPA) with respect to any action undertaken by NOAA that may significantly affect the environment. The schedules set forth in Attachment B may be adjusted as necessary to accommodate, performance of the appropriate level of environmental review required by NEPA.

### Breach

61. Time is of the essence in this Agreement. NOAA understands that any deviation from the terms or deadlines set forth herein, other than extensions agreed to by the Parties, extensions invoked by NOAA pursuant to Paragraph 10, short term violations, or violations caused by Force Majeure may at ADECs option be deemed a breach of this Agreement and may result in prompt legal action to enforce the terms and deadlines of this Agreement as well as all other applicable legal and regulatory requirements.

### Existing or Future Obligations

62. Nothing in this Agreement shall be construed as altering NOAA's existing or future obligations to monitor, record, or report information required under applicable environmental laws statutes, regulations or permits, or to allow ADEC access to such information. Nothing in this Agreement shall alter ADEC's authority to request and receive any relevant information under applicable environmental laws or in administrative or judicial proceedings.

### Extensions/Force Maieure

63. Any deadline or schedule established under this Agreement shall be extended upon receipt of a timely request for extension provided that good cause exists for the requested extension. A request for extension is timely if it is delivered to the other Party prior to expiration of the deadline or schedule sought to be extended. Any request for an extension by a Party shall be submitted to the Project Managers and shall specify:

- a. The deadline or the schedule that is sought to be extended:
- b. The length of the extension;
- c. The good cause(s) for the extension: and
- d. Any related deadline that would be affected if the extension were granted.

Good cause for an extension exists when the extension is sought in response to:

- (1) An event of Force Majeure;
- (2) A delay caused by another Party's failure to meet any requirement of this Agreement;
- (3) A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;
- (4) A delay caused, or that is likely to be caused by the grant of an extension in regard to another deadline or schedule;
- (5) A delay caused by compliance with federal procurement regulations and the standard procurement lead times provided for under Department of Commerce directives;

- (6) A delay caused by the failure of a government contractor to meet a contract deadline where the failure is not attributable to NOAA's lack of oversight of the contractor;
- (7) A delay caused by lack of funding, subject to the provisions of Paragraphs 66-68;
- (8) A delay caused by NOAA's inability to obtain applicable permits;
- (9) NOAA and ADEC's inability to obtain access to the source area;
- (10) Any other event or series of events mutually agreed to by the Parties as constituting good cause.

64. Within seven (7) Days of receipt of a request for an extension of a deadline or a schedule, the other Party shall advise the requesting Party in writing, of its position on the request. Any failure by the other Party to respond within seven (7) Days shall be deemed to constitute concurrence in the request for an extension. If a Party does not concur in the requested extension, either in whole or in part, it shall include in its statement of nonconcurrence an explanation of the basis for its position. If the requested extension is denied on the basis that good cause does not exist, the requesting Party immediately may seek, through the dispute resolution process of Paragraphs 38-40, a determination that good cause exists.

65. If there is agreement between the Parties that the requested extension is warranted, the affected deadline or schedule shall be extended. If there is not agreement between the Parties as to whether all or part of the requested extension is warranted, the deadline or schedule shall not be extended except in accordance with a determination resulting from the dispute resolution process. An act of Force Majeure shall mean any event arising from causes beyond the control of NOAA that causes a delay in or prevents the performance of any obligation under this Agreement. Acts constituting Force Majeure include, but are not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to machinery, equipment, or lines or pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; inability to obtain, at a reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority other than NOAA; delays caused by compliance with applicable statutes or regulations governing contracting, procurement, or acquisition procedures. despite the exercise of reasonable diligence; and insufficient

availability of appropriated funds, if NOAA has made timely request for such funds as part of the budgetary process as set forth in Paragraphs 66-68 of this Agreement. A Force Majeure shall also include any strike or other labor dispute, whether or not within the control of the Parties affected thereby. Force Majeure shall not include increased costs or expenses of response actions, whether or not anticipated at the time such response actions were initiated.

### Funding

66. It is the expectation of the Parties to this Agreement that all obligations of NOAA arising under this Agreement will be fully funded. NOAA shall request, through the normal Department of Commerce budget process, all funds and/or authorizations necessary to meet the conditions of this Agreement,

a. If sufficient funds are not appropriated by Congress as requested and existing funds are not available to achieve compliance with the schedules provided in this Agreement, and NOAA reports the lack of funds in accordance with Paragraph 67, then the compliance schedule shall be revised as necessary. If the Congressional budget appropriation available for the activities to be performed under this Agreement is lower than the budget request for such activities, and NOAA cannot mitigate the impact on its performance under this Agreement by seeking supplemental appropriations, NOAA may elect to reduce allocations for specific field projects based on the priorities identified by the Community Advisory Committee established under Paragraph 56 of this Agreement, and, if the Community Advisory Committee members agree, may re-allocate funds from one island to another. Re-allocations performed in response to a budget shortfall will be reflected by Remedial Action Plan modifications and appropriate modifications to Attachment B, in accordance with Paragraphs 81 & 82.

b. if appropriated funds are not available to fulfill NOAA's obligations under this Agreement in accordance with the schedules set forth in Attachment A, ADEC reserves the right to (1) initiate any action against any other person which would be appropriate absent this Agreement, or (2) where the delay caused by insufficient funds poses an imminent threat to human health, safety, or a threat of irreparable environmental harm, to take any response action which would be appropriate absent this Agreement. In the event that NOAA's obligations under this Agreement are not fulfilled for 12 consecutive months, ADEC shall have the option of terminating the provisions of this Agreement affecting its rights and obligations, and ADEC may thereafter seek any appropriate relief. However, in no case shall ADEC terminate the Agreement without providing twenty-one (21) Days notice of the intention to terminate to NOAA.



67. **NOAA** shall keep ADEC apprised of significant budget events related to this Agreement so that the Project Managers may assist in developing estimates of the resources needed to carry out this Agreement. If NOAA raises lack of funding as a basis for Force Majeure, NOAA will provide ADEC with budget documents demonstrating the lack of funding and **NOAA's** efforts to obtain all necessary funding to carry out the terms of this Agreement.

68. Notwithstanding any other provision in this Agreement, no provision in this document shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. If payment or obligation of funds hereunder would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

#### Recovery of Expenses

69. **NOAA** agrees that it shall reimburse ADEC for reasonable oversight costs associated with compliance with this Agreement. Oversight costs shall be accounted for in a bill sent to NOAA's accounting office and shall include funding for personnel services, contractual services, travel, supplies and equipment necessary for ADEC to ensure compliance. NOAA may also provide for reasonable oversight costs through a grant or other form of forward funding to **ADEC**. **ADEC** agrees to provide a cost workplan and budget to NOAA annually, as well as quarterly reports describing the activities and expenditures made pursuant to the Agreement. NOAA may contest payment of any oversight costs if it determines that ADEC has made an accounting error, if the costs fall outside the scope of activities covered by the Agreement, if the costs are inconsistent with the terms of the cleanup, or where it appears the costs have been inflated or exacerbated due to ADEC's carelessness or delay. In the event of an objection, payment shall be withheld until the matter is resolved through the dispute resolution process outlined in Paragraphs 38-40.

#### Stipulated Penalties

70. If determined by ADEC to be appropriate, NOAA shall pay to ADEC a stipulated penalty of two thousand dollars (\$2,000.00) for the first week (or portion thereof), and three thousand dollars (\$3,000.00) for each additional week (or portion thereof) in the event that NOAA fails to meet any deadline relating to a regulated UST or solid waste disposal unit owned by NOAA and included in Attachment A.

71. Upon determining that NOAA has failed in a manner set forth in Paragraph 70, ADEC shall so notify NOAA in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, NOAA shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure

did, in fact, occur. NOAA shall not be liable for the stipulated penalty assessed by ADEC if the failure is determined, through the dispute resolution process, not to have occurred or is otherwise resolved through dispute resolution. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

72. Stipulated penalties assessed pursuant to Paragraph 70-72 shall be payable to the State of Alaska only in the manner and to the extent provided for in Acts authorizing funds for, and appropriations to, the U.S. Department of Commerce.

73. Nothing in this Agreement shall be construed to render any officer or employee of NOAA personally liable for the payment of any stipulated penalty assessed pursuant to Paragraph 70-72.

#### Covenant Not to Sue By ADEC

74. Subject to the provisions of Paragraphs 70-77, and in consideration of the actions that will be performed under this Agreement and payment to ADEC to be made under Paragraph 69, and provided that NOAA substantially complied with each and every term of this Agreement, ADEC shall not institute administrative or civil actions against NOAA for any work performed or any response actions related to the source areas in Attachment A. This covenant not to sue is also conditioned upon NOAA's compliance with applicable state and federal laws when carrying out these actions. This covenant not to sue extends only to NOM and does not extend to any other person or entity. To the extent provided by law, ADEC agrees that NOAA is entitled to protection from contribution actions or claims for matters addressed in this settlement. The Parties, however, agree that this protection from contribution actions or claims shall not be construed to require the State of Alaska to defend or indemnify NOAA, or to otherwise require the State to compensate any person bringing such a contribution action or claim,

#### Effect of Settlement

75. Nothing in this agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreement. Except as provided in Paragraphs 76-77, ADEC acknowledges that upon satisfactory completion of the work contemplated by this Agreement, NOAA shall be resolved of its obligations with respect to remedial action and site closure for the source areas in Attachment A.

#### Reservation of Rights

76. The execution of this Agreement is not an admission of liability of NOAA on any issue dealt with in this Agreement nor shall anything in this Agreement be construed as

a waiver by NOAA of sovereign immunity. In signing this Agreement, NOAA and ADEC do not admit, and reserve the right to controvert in any subsequent proceedings, the validity of or responsibility for any of the factual or legal determinations made herein; provided, however, that NOAA shall not controvert or challenge, in any subsequent proceedings initiated by the State of Alaska, the validity of this Agreement or the authority of ADEC to enforce this Agreement. This Agreement does not affix or otherwise affect obligations, liabilities, claims, defenses, or rights as between NOAA and any other potentially responsible party for the source areas.

77. ADEC expressly reserves the right to initiate administrative or legal proceedings related to any violation not described in this Agreement. In addition, ADEC and the Department of Law expressly reserve the right to initiate administrative or legal proceedings related to violations described in this Agreement (1) if NOAA breaches this Agreement or if, in ADEC's opinion, subsequently discovered events or conditions constitute an immediate threat to public health, public safety, or threatens irreparable injury to the environment, or (2) if subsequently discovered events or conditions constitute an immediate threat to public health, public safety, or the environment whether or not ADEC may have been able to discover the event or conditions prior to entering into the Agreement. The State expressly reserves the right to initiate administrative or legal proceedings if NOAA does not comply with this Agreement. In addition, ADEC reserves its right to initiate administrative or legal proceedings for any natural resource damages, or for any response costs not reimbursed pursuant to Paragraph 69. The Parties agree to exhaust their rights under dispute resolution prior to exercising any rights to judicial review that they may have. Nothing in this Paragraph precludes the ADEC from invoking the provisions of AS 46.03.820.

#### Parties Bound

78. This Agreement shall apply to and be binding upon ADEC and NOAA, their agents, successors, and assigns and upon all persons, contractors, and consultants acting on behalf of ADEC or NOAA.

#### State Not A Party to Contracts

79. The State of Alaska shall not be held as party to any contract entered into by NOAA related to activities conducted pursuant to this Agreement.

#### Effective Date

80. The effective date of this Agreement shall be the date the Agreement is executed by both NOAA and ADEC and will continue in effect until an ADEC decision on NOAA's application for no further action is rendered.

### Modification

81. Except as provided by Paragraph 82 and elsewhere in this Agreement, the terms of this Agreement may only be modified by the written agreement of the Parties.

82. Modifications, extensions, and/or actions taken pursuant to Paragraphs 6-13 (Review and Comment on Documents); 14-17 (Subsequent Modification); 41 (Briefings & Progress Reports); 50-53 (Sampling and Data/Document Availability); 63-65 (Extensions/Force Majeure) and Attachment B may be effected by the agreement of the Project Managers. Any modification approved orally under this Paragraph must be reduced to writing within ten (10) Days and signed by both Project Managers.

### Property Transfer

83. If NOAA transfers, sells, or leases the property described in Attachment C to another party (including another agency or department of the United States Government) prior to NOAA's fulfillment of the provisions of this Agreement, NOAA shall incorporate a copy of this Agreement into the documents of transfer or lease, and shall provide in those documents that the new owner(s) or lessee(s) shall take or lease subject to the provisions of this Agreement. With respect to such transferred property on which monitoring wells, pumping wells, treatment facilities, or other response actions are located or will be located by NOAA, the transfer agreements should provide that no conveyance of title, easement, or other interest in the property shall be consummated without provisions for the continued operation of such wells, treatment facilities, or other response actions on the property. The conveyance agreements should also provide to the extent practicable that the owners of any property where monitoring wells, pumping wells, treatment facilities, or other response actions are located shall notify NOAA and ADEC by certified mail, at least **thirty** (30) Days prior to any conveyance, of the property owner's intent to convey any interest in the property and of the provisions made for the continued operation of the monitoring wells, treatment facilities, or other response actions installed pursuant to this Agreement.

### Copies

84. Upon retention, NOAA shall provide a copy of this Agreement to all contractors, sub-contractors, and consultants retained to conduct any portion of the work performed pursuant to this Agreement.

### Severability

85. It is the intent of the Parties hereto that the clauses of this Agreement are severable and should any part of it be declared by a court of law to be invalid and unenforceable, the other clauses shall remain in full force and effect.

## Waiver

86. A failure to enforce any provision of this Agreement in no way implies a waiver of ADEC's right to insist upon strict performance of the same or other provisions in the future.

## Definitions

87. Unless specified, capitalized terms used in this Agreement shall have the meaning specified in Alaska Statutes Title 46 and Alaska Administrative Code Title 18.

88. "ADEC" shall mean the Alaska Department of Environmental Conservation, its employees, and authorized representatives.

89. "Agreement" shall mean this document and shall contain all Attachments to this document. All such Attachments shall be incorporated by reference and are in integral and enforceable part of this document.

90. "The Pribilof Islands" shall mean St. Pauli and St. George Islands.

91. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Super-fund Amendments and Reauthorization Act of 1986 ("SARA").

92. "Containment and cleanup" shall have the meaning in AS 46.04.900 and AS 46.09.900.

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

94. "Hazardous Substance" shall have the meaning specified in CERCLA.

95. "Paragraph" shall mean a numbered paragraph of this Agreement, designated by an Arabic numeral.

96. "Parties" shall mean NOAA and ADEC.

97. "Petroleum" shall mean crude oil or any fraction of crude oil that is liquid at 60 degrees Fahrenheit and pressure of 14.7 pounds per square inch absolute; "petroleum" includes petroleum-based substances comprised of a complex blend-of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading, and

finishing, such as motor fuels, jet fuels, distillate fuel oils, residual fuel oils, lubricants, petroleum solvents, and used oils.

98. "RCRA" shall mean the Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984.

99. "Release" shall have the meaning in AS 46.03.826.

100. "Site investigation" shall mean the investigation of suspected contamination resulting from an unpermitted release of oil or hazardous substance as further defined in 18 AAC 78.090.

101. "Source area" shall mean a distinct area of contamination or potential contamination.

102. "NOAA" shall mean the United States Department of Commerce, National Oceanic and Atmospheric Administration and, to the extent necessary to effectuate the terms of this Agreement (including appropriations and congressional reporting requirements), its employees, agents, successors, assigns, and authorized representatives.

103. a. "Preliminary Source Evaluations" ("PSEs") refers to the following process for evaluating whether or not source areas pose an unacceptable potential risk to public health or the environment. The scope of the PSE is intended to be significantly less than that of a RI/FS under CERCLA or a site investigation under this Agreement.

b. PSEs are primarily intended as screening tools to summarize and evaluate existing information. These evaluations may require data gathering efforts which require focused, but limited, field investigations. This information is used to determine qualitative risk.

c. Prior to performing a PSE, project managers will meet to scope and identify the pathways from suspected sources of contamination to potential receptors. Based on this scoping, a workplan will then be generated and submitted which establishes appropriate Data Quality Objectives (DQOs), and includes a field sampling plan (FSP) and QAPJP, as needed.

d. At completion of the PSE, a PSE report containing the findings of the investigation/evaluation shall be submitted to the agencies for review and comment. The Project Managers shall then determine, based on the information presented, the disposition of each of the identified sources, and particularly, which specific source areas (if any) require follow up action. The decision will be reflected in the administrative record.

e. There are three management options for sources reviewed in a PSE process: a) No Further Action (NFA); b) preparation of a site investigation and corrective action plan; or, c) recommendation for corrective action without further site investigation.

f. if agreement cannot be reached on source disposition for areas which have undergone the PSE process, those areas will be included in site investigation and made subject to dispute resolution. In such an event the rationale leading to the decision shall be documented in the administrative record.

104. "Corrective action Plan" refers to the documents prepared under Paragraphs 26-35 of this Agreement.

105. "QAPP" (Quality Assurance Program Plan) shall have the meaning specified in the Alaska Department of Environmental Conservation Standard Quality Assurance Program Plan, Draft 2, dated March 25, 1992.

STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION

By: \_\_\_\_\_  
Gene Burden  
Commissioner

Dated: \_\_\_\_\_

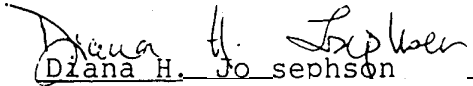
ASSENT OF COUNSEL  
Approved as to legality and form.

BRUCE M. BOTELHO  
ATTORNEY GENERAL

By: \_\_\_\_\_  
Breck C. Tostevin  
Assistant Attorney General

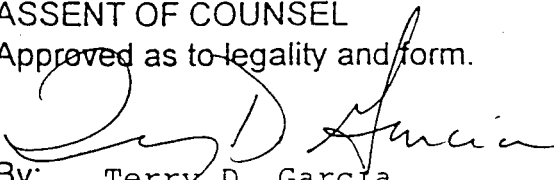
Dated: \_\_\_\_\_

FOR THE UNITED STATES DEPARTMENT OF  
COMMERCE, NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION

By:   
Diana H. Josephson  
Title: -Deputy Under Secretary

Dated: 1/18/96

ASSENT OF COUNSEL  
Approved as to legality and form.

  
By: Terry D. Garcia  
Title: NOAA General Counsel

Dated: 1/18/96

I:\TOSTEVIB\WP\NOAA7



## Waiver

86. A failure to enforce any provision of this Agreement in no way implies a waiver of ADEC's right to insist upon strict performance of the same or other provisions in the future.

## Definitions

87. Unless specified, capitalized terms used in this Agreement shall have the meaning specified in Alaska Statutes Title 46 and Alaska Administrative Code Title 18.

88. "ADEC" shall mean the Alaska Department of Environmental Conservation, its employees, and authorized representatives.

89. "Agreement" shall mean this document and shall contain all Attachments to this document. All such Attachments shall be incorporated by reference and are in integral and enforceable part of this document.

90. "The Pribilof Islands" shall mean St. Paul and St. George Islands.

91. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA").

92. "Containment and cleanup" shall have the meaning in AS 46.04.900 and AS 46.09.900.

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

94. "Hazardous Substance" shall have the meaning specified in CERCLA.

95. "Paragraph" shall mean a numbered paragraph of this Agreement, designated by an Arabic numeral.

96. "Parties" shall mean NOAA and ADEC.

97. "Petroleum" shall mean crude oil or any fraction of crude oil that is liquid at 60 degrees Fahrenheit and pressure of 14.7 pounds per square inch absolute; "petroleum" includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading, and

finishing, such as motor fuels, jet fuels, distillate fuel oils, residual fuel oils, lubricants, petroleum solvents, and used oils.

98. "RCRA" shall mean the Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984.

99. "Release" shall have the meaning in AS 46.03.826.

100. "Site investigation" shall mean the investigation of suspected contamination resulting from an unpermitted release of oil or hazardous substance as further defined in 18 AAC 78.090.

101. "Source area" shall mean a distinct area of contamination or potential contamination.

102. "NOAA" shall mean the United States Department of Commerce, National Oceanic and Atmospheric Administration and, to the extent necessary to effectuate the terms of this Agreement (including appropriations and congressional reporting requirements), its employees, agents, successors, assigns, and authorized representatives.

103. a. "Preliminary Source Evaluations" ("PSEs") refers to the following process for evaluating whether or not source areas pose an unacceptable potential risk to public health or the environment. The scope of the PSE is intended to be significantly less than that of a RI/FS under CERCLA or a site investigation under this Agreement.

b. PSE are primarily intended as screening tools to summarize and evaluate existing information. These evaluations may require data gathering efforts which require focused, but limited, field investigations. This information is used to determine qualitative risk.

c. Prior to performing a PSE, project managers will meet to scope and identify the pathways from suspected sources of contamination to potential receptors. Based on this scoping, a workplan will then be generated and submitted which establishes appropriate Data Quality Objectives (DQOs), and includes a field sampling plan (FSP) and QAPJP, as needed.

d. At completion of the PSE, a PSE report containing the findings of the investigation/evaluation shall be submitted to the agencies for review and comment. The Project Managers shall then determine, based on the information presented, the disposition of each of the identified sources, and particularly, which specific source areas (if any) require follow up action. The decision will be reflected in the administrative record.

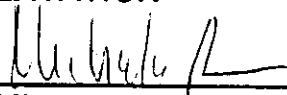
e. There are three management options for sources reviewed in a PSE process: a) No Further Action (NFA); b) preparation of a site investigation and corrective action plan; or, c) recommendation for corrective action without further site investigation.

f. If agreement cannot be reached on source disposition for areas which have undergone the PSE process, those areas will be included in site investigation and made subject to dispute resolution. In such an event the rationale leading to the decision shall be documented in the administrative record.

104. "Corrective action Plan" refers to the documents prepared under Paragraphs 26-35 of this Agreement.

105. "QAPP" (Quality Assurance Program Plan) shall have the meaning specified in the Alaska Department of Environmental Conservation Standard Quality Assurance Program Plan, Draft 2, dated March 25, 1992.


STATE OF ALASKA  
DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION

By:   
Michele Brown  
Acting Commissioner

Dated: 11/26/96

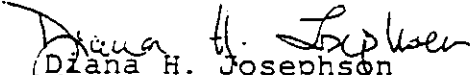
ASSENT OF COUNSEL  
Approved as to legality and form.

BRUCE M. BOTELHO  
ATTORNEY GENERAL

By:   
Breck C. Tostevin  
Assistant Attorney General

Dated: 1/22/96


FOR THE UNITED STATES DEPARTMENT OF  
COMMERCE, NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION

By:   
Diana H. Josephson  
Title: Deputy Under Secretary

Dated: 1/18/96

ASSENT OF COUNSEL

Approved as to legality and form.

  
By: Terry D. Garcia  
Title: NOAA General Counsel

Dated: 1/17/96

I:\TOSTE\BIB\WP\NOAA7

ATTACHMENT SOURCE AREAS  
ST. GEORGI AND, ALASKA

Site	OU Category*	Background	Activities/Status (to date)	Remaining Activities	NOAA's Position**	Expanded Site Invest.
1. Former Diesel Tank Farm (Oceanfront)	5	<ol style="list-style-type: none"> <li>City-owned.</li> <li>AST site decommissioned in 1970's.</li> <li>Originally consisted of twenty 10,000 gallon tanks.</li> <li>Six tanks were subsequently disposed of at the Oil Drum Dump and two reportedly were disposed of in the ocean.</li> <li>Total number reportedly disposed of does not coincide with remaining tanks.</li> <li>No stained soil evident during PA.</li> </ol>	<ol style="list-style-type: none"> <li>An expanded site investigation was conducted by Woodward-Clyde Nov. 1994.</li> <li>March 1995 ESI report conditionally approved by ADEC.</li> </ol>	<ol style="list-style-type: none"> <li>Additional ESI during Fall 1995.</li> <li>Submit remedial action plan.</li> <li>Tank disposal.</li> </ol>	B	X
2. Former Drum Storage Area (adjacent to Former Diesel Tank Farm)	6	<ol style="list-style-type: none"> <li>Area where diesel fuel was stored and transferred from 55 gallon drums to AST's.</li> </ol>	<ol style="list-style-type: none"> <li>An expanded site investigation was conducted by Woodward-Clyde Nov 1994.</li> <li>March 1995 ESI report conditionally approved by ADEC.</li> </ol>	<ol style="list-style-type: none"> <li>Additional ESI during Fall 1995.</li> <li>If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> <li>Remove and dispose of drums/solid waste.</li> </ol>	B	X
3. Inactive Gasoline Station (Oceanfront)	4	<ol style="list-style-type: none"> <li>City-owned.</li> <li>A 1000-gal steel gasoline and a 1000-gal steel diesel tank. Unknown installation date.</li> <li>Gasoline station became inactive in 1993.</li> </ol>	<ol style="list-style-type: none"> <li>An expanded site investigation was conducted by Woodward-Clyde Nov. 1994.</li> <li>March 1995 ESI final report conditionally approved by ADEC.</li> </ol>	<ol style="list-style-type: none"> <li>Additional ESI during Fall 1995.</li> <li>If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> <li>Solid waste disposal.</li> <li>Close USTs per 18 ACC 78.</li> </ol>	A	X
4. Active Landfill	2	<ol style="list-style-type: none"> <li>Approx. 120 drums were found above ground.</li> <li>Leaking drums and soil staining were evident during PA investigation.</li> </ol>	<ol style="list-style-type: none"> <li>All unburied drums were bulked, sampled and disposed of.</li> <li>An expanded site investigation was conducted by Woodward-Clyde Nov, 1994.</li> </ol>	<ol style="list-style-type: none"> <li>Close landfill per 18 ACC 60 Article 4.</li> </ol>	B	X

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (asbestos, batteries, transformers, etc.)

\*\* NOAA's Position: "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT SOURCE AREAS  
ST. GEORGE LAND, ALASKA

Site	OU Category*	Background	Activities/Status (to date)	Remaining Activities	NOAA's Position**	Expanded Site Invest.
1. Former Diesel Tank Farm (Oceanfront)	5	<ol style="list-style-type: none"> <li>1. City-owned.</li> <li>2. AST site decommissioned in 1970's.</li> <li>3. Originally consisted of twenty 10,000 gallon tanks.</li> <li>4. Six tanks were subsequently disposed of at the Oil Drum Dump and two reportedly were disposed of in the ocean.</li> <li>5. Total number reportedly disposed of does not coincide with remaining tanks.</li> <li>6. No stained soil evident during PA.</li> </ol>	<ol style="list-style-type: none"> <li>1. An expanded site investigation was conducted by Woodward-Clyde Nov. 1994.</li> <li>2. March 1995 ESI report conditionally approved by ADEC.</li> </ol>	<ol style="list-style-type: none"> <li>1. Additional ESI during Fall 1995.</li> <li>2. Submit remedial action plan.</li> <li>3. Tank disposal.</li> </ol>	B	X
2. Former Drum Storage Area (adjacent to Former Diesel Tank Farm)	6	<ol style="list-style-type: none"> <li>1. Area where diesel fuel was stored and transferred from 55 gallon drums to ASTs.</li> </ol>	<ol style="list-style-type: none"> <li>1. An expanded site investigation was conducted by Woodward-Clyde Nov 1994.</li> <li>2. March 1995 ESI report conditionally approved by ADEC.</li> </ol>	<ol style="list-style-type: none"> <li>1. Additional ESI during Fall 1995.</li> <li>2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> <li>3. Remove and dispose of drums/solid waste.</li> </ol>	B	X
3. Inactive Gasoline Station (Oceanfront)	4	<ol style="list-style-type: none"> <li>1. City-owned.</li> <li>2. A 1000-gal steel gasoline and a 1000 gal steel diesel tank. Unknown installation date.</li> <li>3. Gasoline station became inactive in 1993.</li> </ol>	<ol style="list-style-type: none"> <li>1. An expanded site investigation was conducted by Woodward-Clyde Nov. 1994.</li> <li>2. March 1995 ESI final report conditionally approved by ADEC.</li> </ol>	<ol style="list-style-type: none"> <li>1. Additional ESI during Fall 1995.</li> <li>2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> <li>3. Solid waste disposal.</li> <li>4. Close USTs per 18 ACC 78.</li> </ol>	A	X
4. Active Landfill	2	<ol style="list-style-type: none"> <li>1. Approx. 120 drums were found above ground.</li> <li>2. Leaking drums and soil staining were evident during PA investigation.</li> </ol>	<ol style="list-style-type: none"> <li>1. All unburied drums were bulked, sampled and disposed of.</li> <li>2. An expanded site investigation was conducted by Woodward-Clyde Nov. 1994.</li> </ol>	<ol style="list-style-type: none"> <li>1. Close landfill per 18 ACC 60 Article 4.</li> </ol>	B	X

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/fluor. substances contamination, (7) hazardous materials (asbestos, batteries, transformers, etc.)

\*\* NOAA's Position: "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT SOURCE AREAS  
ST. GEORGE AND, ALASKA

Site	OU Category*	Background	Activities/Status (to date)	Remaining Activities	NOAA's Position**	Expanded Site Invest.
9. Old Power Plant	4	1. Residents report petroleum contaminated soil. 2. Potential UST.		1. ESI to be completed during Fall 1995. 2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements. 2. No UST found during Fall 95 ESI.	B	X
10. Former Kerosene Drum/AST Storage Area	6	1. Site near store/corp offices where kerosene was stored (drums and/or ASTs) 2. Drums/ASTs no longer present. 3. Area is heavily vegetated, with no signs of stress. 4. Reported to have been routine spills from overflow of drums/ASTs.		1. ESI to be completed during Fall 1995. 2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.	B	X
11. Cottage C UST	5	1. Non-regulated UST.		1. Replace heating oil tank with AST. 2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.	A	
12. Former Hanger Building	6	1. Badly deteriorated former hanger building on old airstrip. State DOT owns the building. 2. Building contained misc. containers of cleaning solvents and paint related materials. 3. Stained soil surrounding building. 4. Site used by community as disposal site for propane tanks. 5. Abandoned federal vehicles on the property.	1. Fluids from vehicles at site have been removed and disposed of. 2. Cleaning solvents and paint related materials removed and disposed of as part of bulking and sampling effort.	1. Remove abandoned vehicles. Remediate approx. 20 cy of PCS in back of the building. Collect confirmatory samples (TPH and PCB) to confirm contamination has been removed. 2. Building will be left as is.	A	X
13. Makushin Pit	6	1. Site contained one drum. 2. No staining or odor has been observed.	1. Drum removed during drum bulking, sampling and disposal effort.	1. ESI to be completed during Fall 1995. 2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.	B	X

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (asbestos, batteries, transformers, etc.)

\*\* NOAA's Position: "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT  
ST. GEORGE  
SOURCE AREAS  
AND, ALASKA

Site	OU Category*	Background	Activities/Status (to date)	Remaining Activities	NOAA's Position**	Expanded Site Invest.
9. Old Power Plant	4	<ol style="list-style-type: none"> <li>Residents report petroleum contaminated soil.</li> <li>Potential UST.</li> </ol>		<ol style="list-style-type: none"> <li>ESI to be completed during Fall 1995.</li> <li>If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> <li>No UST found during Fall 95 ESI.</li> </ol>	B	X
10. Former Kerosene Drum/AST Storage Area	6	<ol style="list-style-type: none"> <li>Site near store/corp offices where kerosene was stored (drums and/or ASTs)</li> <li>Drums/ASTs no longer present</li> <li>Area is heavily vegetated, with no signs of stress.</li> <li>Reported to have been routine spills from overflow of drums/ASTs.</li> </ol>		<ol style="list-style-type: none"> <li>ESI to be completed during Fall 1995.</li> <li>If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> </ol>	B	X
11. Cottage C UST	5	<ol style="list-style-type: none"> <li>Non-regulated UST.</li> </ol>		<ol style="list-style-type: none"> <li>Replace heating oil tank with AST.</li> <li>If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> </ol>	A	
12. Former Hanger Building	6	<ol style="list-style-type: none"> <li>Badly deteriorated former hanger building on old airstrip. State DOT owns the building.</li> <li>Building contained misc. containers of cleaning solvents and paint related materials.</li> <li>Stained soil surrounding building.</li> <li>Site used by community as disposal site for propane tanks.</li> <li>Abandoned federal vehicles on the property.</li> </ol>	<ol style="list-style-type: none"> <li>Fluids from vehicles at site have been removed and disposed of.</li> <li>Cleaning solvents and paint related materials removed and disposed of as part of bulking and sampling effort.</li> </ol>	<ol style="list-style-type: none"> <li>Remove abandoned vehicles. Remediate approx. 20 cy of PCS in back of the building. Collect confirmatory samples (TPH and PCB) to confirm contamination has been removed.</li> <li>Building will be left as is.</li> </ol>	A	X
13. Makushin Pit	6	<ol style="list-style-type: none"> <li>Site contained one drum.</li> <li>No staining or odor has been observed.</li> </ol>	<ol style="list-style-type: none"> <li>Drum removed during drum bulking, sampling and disposal effort.</li> </ol>	<ol style="list-style-type: none"> <li>ESI to be completed during Fall 1995.</li> <li>If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> </ol>	B	X

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (asbestos, batteries, transformer, etc.)

\*\* NOAA's Position: "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.



ATTACHMENT SOURCE AREAS  
ST. GEORGE AND, ALASKA

Site	OU Category*	Background	Activities/Status (to date)	Remaining Activities	NOAA's Position**	Expanded Site Invert.
18. Former Fuel Storage Area	6	<ol style="list-style-type: none"> <li>1. Reported NMFS fuel drum staging area near the store/corp offices.</li> <li>2. Area is heavily vegetated with no signs of stress.</li> </ol>		<ol style="list-style-type: none"> <li>1. ESI to be completed during Fall 1995.</li> <li>2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> </ol>	B	X
19. Old Carpenters Shop	5	<ol style="list-style-type: none"> <li>1. Outbuilding adjacent to the church.</li> </ol>		<ol style="list-style-type: none"> <li>1. ESI to be completed during Fall 1995.</li> </ol>	B	X
20. Old Coal House	6	<ol style="list-style-type: none"> <li>1. Cement structure near the church.</li> <li>2. Reportedly previously used for coal storage.</li> <li>3. Currently being used for crab-pot storage.</li> </ol>		<ol style="list-style-type: none"> <li>1. ESI to be completed during Fall 1995.</li> </ol>	B	X
21. Abandoned City Diesel Tank Disposal Site	1	<ol style="list-style-type: none"> <li>1. Disposal site for thirteen of the diesel ASTs that were removed from the Former diesel tank farm.</li> <li>2. Stained soil was not evident during 5/95 site visit.</li> </ol>		<ol style="list-style-type: none"> <li>1. Dispose of ASTs.</li> <li>2. Remediate PCS if found. Collect confirmation samples as necessary.</li> </ol>	B	
22. UST Closure	5	<ol style="list-style-type: none"> <li>1. St. George school tank.</li> <li>2. Carpenter (current) shop tanks (2 total. One of them is unconfirmed).</li> <li>3. Tanag shop store tank.</li> <li>3. Av-gas near old airport hangar building.</li> </ol>		<ol style="list-style-type: none"> <li>1. Remove tank systems and remediate any contamination.</li> </ol>	A	

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (asbestos, batteries, transformers, etc.)

\*\* NOAA's Position: "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT ) SOURCE AREAS  
ST. GEORGE ) LAND, ALASKA

Site	OU Category*	Background	Activities/Status (to date)	Remaining Activities	NOAA's Position**	Expanded Site Invest.
18. Former Fuel Storage Area	6	<ol style="list-style-type: none"> <li>1. Reported NMFS fuel drum staging area near the store/corp offices.</li> <li>2. Area is heavily vegetated with no signs of stress.</li> </ol>		<ol style="list-style-type: none"> <li>1. ESI to be completed during Fall 1995.</li> <li>2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> </ol>	B	X
19. Old Carpenters Shop	5	<ol style="list-style-type: none"> <li>1. Outbuilding adjacent to the church.</li> </ol>		<ol style="list-style-type: none"> <li>1. ESI to be completed during Fall 1995.</li> </ol>	B	X
20. Old Coal House	6	<ol style="list-style-type: none"> <li>1. Cement structure near the church.</li> <li>2. Reportedly previously used for coal storage.</li> <li>3. Currently being used for crab-pot storage.</li> </ol>		<ol style="list-style-type: none"> <li>1. ESI to be completed during Fall 1995.</li> </ol>	B	X
21. Abandoned City Diesel Tank Disposal Site	1	<ol style="list-style-type: none"> <li>1. Disposal site for thirteen of the diesel ASTs that were removed from the Former diesel tank farm.</li> <li>2. Stained soil was not evident during 5/95 site visit.</li> </ol>		<ol style="list-style-type: none"> <li>1. Dispose of ASTs.</li> <li>2. Remediate PCS if found. Collect confirmation samples as necessary.</li> </ol>	B	
22. UST Closure	5	<ol style="list-style-type: none"> <li>1. St. George school tank.</li> <li>2. Carpenter (current) shop tanks (2 total. One of them is unconfirmed).</li> <li>3. Tang shop store tank.</li> <li>3. Av-gas near old airport hangar building.</li> </ol>		<ol style="list-style-type: none"> <li>1. Remove tank systems and remediate any contamination.</li> </ol>	A	

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (solvents, batteries, transformers, etc.)

\*\* NOAA's Position - "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT SOURCE AREAS  
ST. PAUL, ND, ALASKA

Site	OU Category*	Background	Activities/Status to date	Remaining Activities	NOAA's Position**	Expanded Site Invest.
1 Oil Drum Dump Site	6	1. 350 rusted drums located on central mound, stained soil on southern slope, areas of apparent soil contamination.	1. All unburied drums were bulked, sampled, and disposed. 2. Soil, sediment, and surface water samples were taken from locations within and adjacent to the drum dump as part of the CERCLA Site Inspection. 3. SI concludes that only petroleum contamination is present at significant concentrations.	1. Surface soil remediation. 2. Confirmation sampling. 3. NOAA to submit letter report with sample results for site closure approval.	B	
2 Vehicle Boneyard Site	1	1. Construction debris, tanks, cement trucks, cranes, engine blocks, pipes, automobiles, household debris. 2. HLA reports that site "is actively used for storing all sorts of abandoned metallic materials."	1. 240 vehicles drained in 1992 and fluids bulked. No soil contamination reported	1. Remove surface debris 2. Remediate contaminated soil and perform confirmation samples. 3. NOAA to submit letter report with sample results for site closure approval.	B	
3 Little Polovina Hill Buried Vehicle Boneyard	1	1. Residents report buried boneyard. 2. One vehicle (marked US Army) and one tire found near east access road. 3. No stressed vegetation or stained soil evident.	1. All unburied drums removed in 1992-93 field seasons. No evidence of soil contamination.	1. Remove vehicle hulk. 2. NOAA to submit letter report with sample results for site closure approval.	B	
4. Dune Vehicle Boneyard	1	1. Two sites containing abandoned vehicles, separated by a ridge. 2. East site contained rusted truck bodies (only frames and tires remain) and US Govt Dodge truck. No stressed vegetation or stained soil evident. 3. North site contained 8 dump trucks. PID readings to 2 ppm. No soil staining evident.		1. Remove solid waste. 2. Take confirmation samples. 3. NOAA to submit letter report with sample results for site closure approval.	B	

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (sebaton, batteries, transformers, etc.)

\*\* NOAA's Position: "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT SOURCE AREAS  
ST. PAUL I ND, ALASKA

Site	OU Category*	Background	Activities/Status to date	Remaining Activities	NOAA's Position**	Expanded Site Invest.
7. NMFS Fuel Barges	1	<ol style="list-style-type: none"> <li>Four abandoned NMFS fuel barges located in or near city - two in Salt Lagoon, two near cemetery cliffs.</li> <li>All were rusted and reported to have been in place approx. 10-20 years. Hulls in various states of decay.</li> <li>All reported to be grounded with product on board.</li> <li>One barge was accessible by contractors; no PAHs detected in field sample; no sheen near immersed barges.</li> </ol>	<ol style="list-style-type: none"> <li>NOAA has pursued salvage opportunities, at the request of private salvage operator.</li> </ol>	<ol style="list-style-type: none"> <li>Removal of barges.</li> <li>NOAA to submit letter report with sample results for site closure approval.</li> </ol>	A	
8. NOAA Landfill	3			<ol style="list-style-type: none"> <li>ESI to be completed during Fall 1995.</li> </ol>	B	X
9. Tract 41		<ol style="list-style-type: none"> <li>NOAA owned commercial tract in City of St. Paul.</li> <li>Residents report routine petroleum spills near Municipal Garage/Machine shop.</li> <li>Municipal garage used for waste oil and fuel oil drum staging area.</li> <li>USTs suspected in area (vent pipes observed) but exact locations and numbers unknown.</li> </ol>		<ol style="list-style-type: none"> <li>ESI to be completed during Fall 1995.</li> <li>UST closure.</li> <li>Cleanup will be conducted in accordance with Two Party Agreement.</li> </ol>	A	X
9a. USTs Site (Tract 41)	4	<ol style="list-style-type: none"> <li>Six USTs (gasoline and diesel) located near new harbor. All have been abandoned.</li> <li>None are known to have leaked.</li> <li>All are 25-30 years old.</li> </ol>		<ol style="list-style-type: none"> <li>UST inventory will be completed.</li> <li>NOAA will Remediate NOAA-owned and NOAA abandoned USTs upon ID (scheduled for 1995-96 field season).</li> <li>ESI to be completed at the sites.</li> <li>Cleanup will be conducted in accordance with Two Party Agreement.</li> </ol>	A	X

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (subcetes, batteries, transformers, etc.)

\*\* NOAA's Position: "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT A - SOURCE AREAS  
ST. PAUL ISLAND, ALASKA

Site	OU Category*	Background	Activities/Status to date	Remaining Activities	NOAA's Position**	Expanded Site Invest.
9b. Power Plant (Tract 41) - Includes former Power Plant site.	6	1. Site was investigated as part of the CERCLA SI. 2. Results indicate no volatile or semi-volatile compounds in excess of EPA risk-based screening criteria.		1. ESI to be completed during Fall 1995. 2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.	A	X
9c. Municipal Garage - UST vent/fill pipe (Tract 41)	4			1. ESI to be completed during Fall 1995. 2. UST closure. 3. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.	A	X
9d. Municipal Garage Drum Staging Area (Tract 41)	6			1. ESI to be completed during Fall 1995. 2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.	A	X
9e. Contaminated Salt water Wells.	6	1. Three contaminated saltwater wells near power plant. Previously used to wash sealskins. 2. Abandoned due to reported diesel contamination. Source of contamination reported to have spill from demolished diesel tank farm		1. ESI to be completed during Fall 1995. 2. If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements. 3. Proper abandonment of wells. 4. NOAA to submit letter report with sample results for site closure approval.	A	X

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (asbestos, batteries, transformers, etc.)

\*\* NOAA's (A) status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT SOURCE AREAS  
ST. PAUL ID, ALASKA

Site	OU Category*	Background	Activities/Status to date	Remaining Activities	NOAA's Position**	Expanded Site Invest.
10. Former Gasoline Tank Farm	5	<ol style="list-style-type: none"> <li>Four 25,000 gallon ASTs, formerly containing gasoline.</li> <li>City of St. Paul abandoned the tank farm and purged pipelines in 1991.</li> <li>Five drums on site.</li> <li>Routine overfill suspected.</li> <li>No soil staining evident.</li> </ol>		<ol style="list-style-type: none"> <li>Remediate PCS.</li> <li>Take confirmation samples.</li> <li>Removal of ASTs as debris.</li> <li>Remediation actions per the Two Party Agreement.</li> </ol>	A	
11. Demolished Diesel Tank Farm (Tract 43)	6	<ol style="list-style-type: none"> <li>NOAA owns the site.</li> <li>City of St. Paul took over operation of the tank farm and then decommissioned it in 1988.</li> <li>Included six 80,000 gallon ASTs.</li> <li>Residents report a large spill in 1968 (resulting in fish kill in bay).</li> <li>TDX study conducted in 1992 at this site, found diesel-range PAHs in high concentrations (9,210ppm, 6,810ppm) at two test sites.</li> <li>Subsurface investigation recommended by PA contractor and ADEC.</li> </ol>	<ol style="list-style-type: none"> <li>Tanks gone.</li> </ol>	<ol style="list-style-type: none"> <li>ESI to be completed at the site during Fall 1995.</li> <li>If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> </ol>	A	X
12. Lukanin Bay Debris	1	<ol style="list-style-type: none"> <li>Three areas reportedly containing debris.</li> <li>Two areas are vegetated - no signs of stress.</li> <li>Third area contains engine parts and drums. There are no signs of stressed vegetation or stained soil.</li> <li>Resident reports sinkhole occurrence due to buried drums.</li> </ol>		<ol style="list-style-type: none"> <li>ESI to be completed during Fall 1995.</li> <li>If contamination is found, cleanup will be conducted in accordance with the Two Party Agreement requirements.</li> </ol>	B	X

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs (including ASTs), (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (asbestos, batteries, transformers, etc.)

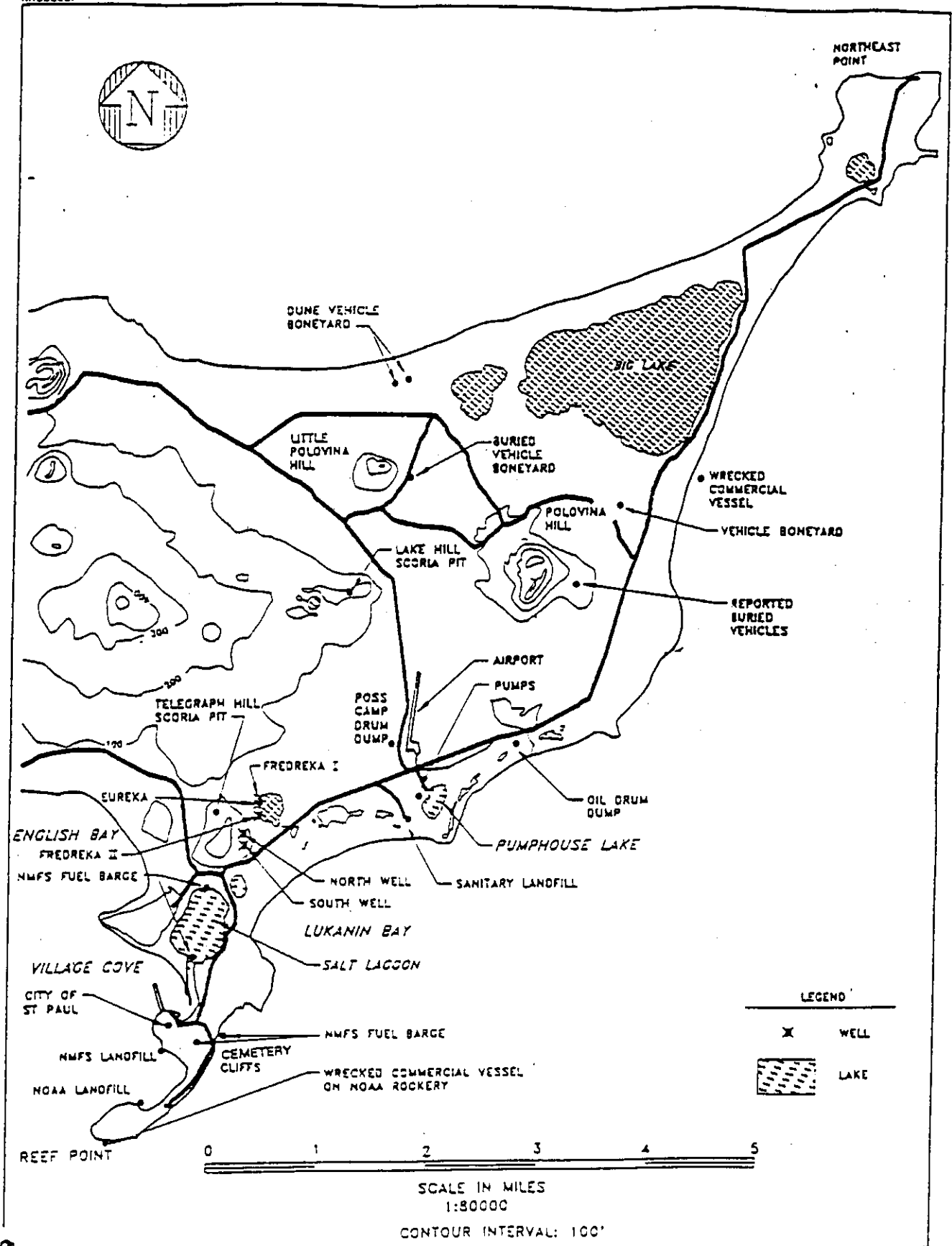
\*\* NOAA's Position: "A" status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility.

ATTACHMENT A - SOURCE AREAS  
ST. PAUL ISLAND, ALASKA

Site	OU Category*	Background	Activities/Status to date	Remaining Activities	NOAA's Position**	Expanded Site Invest.
13. Salt Lagoon Diesel Seep	6		<ol style="list-style-type: none"> <li>Extensive soil and groundwater sampling has been completed at the site</li> <li>Excavation of contaminated soil completed 12/94.</li> </ol>	<ol style="list-style-type: none"> <li>Closure report conditionally approved. Boom to be maintained.</li> <li>Follow through with the (two-year) long term stockpiling plan per ADEC's guidance.</li> <li>PCS remediation per the Two Party Agreement.</li> </ol>	A	
14. Icehouse Lake Buried Vehicle Boneyard	1	<ol style="list-style-type: none"> <li>10 drums and scattered solid debris.</li> </ol>		<ol style="list-style-type: none"> <li>Remove debris/drums and take confirmation samples.</li> <li>NOAA to submit letter report with sample results for site closure approval.</li> </ol>	B	
15. Scoria Pits	6	<ol style="list-style-type: none"> <li>Drums and heavy machinery abandoned at two scoria pits (Lakehill and Telegraph Hill).</li> <li>Oil present in "US Army" marked vehicles.</li> <li>Approximately 200 rusted drums remain on Telegraph Hill.</li> </ol>	<ol style="list-style-type: none"> <li>All unburied drums on Lake and Ridgewall Hill were bulked, sampled, and disposed.</li> </ol>	<ol style="list-style-type: none"> <li>Remove machinery hulks/debris/empty drums and take confirmation samples.</li> <li>NOAA to submit letter report with sample results for site closure approval.</li> </ol>	B	X

\* OU Category Designations: (1) debris, (2) active landfill, (3) abandoned landfill, (4) regulated USTs, (5) unregulated USTs (including ASTs), (6) petroleum/haz. substances contamination, (7) hazardous materials (asbestos, batteries, transformers, etc.)

\*\* NOAA's (A) status means it is definitely NOAA's responsibility and "B" status means it may be NOAA's responsibility



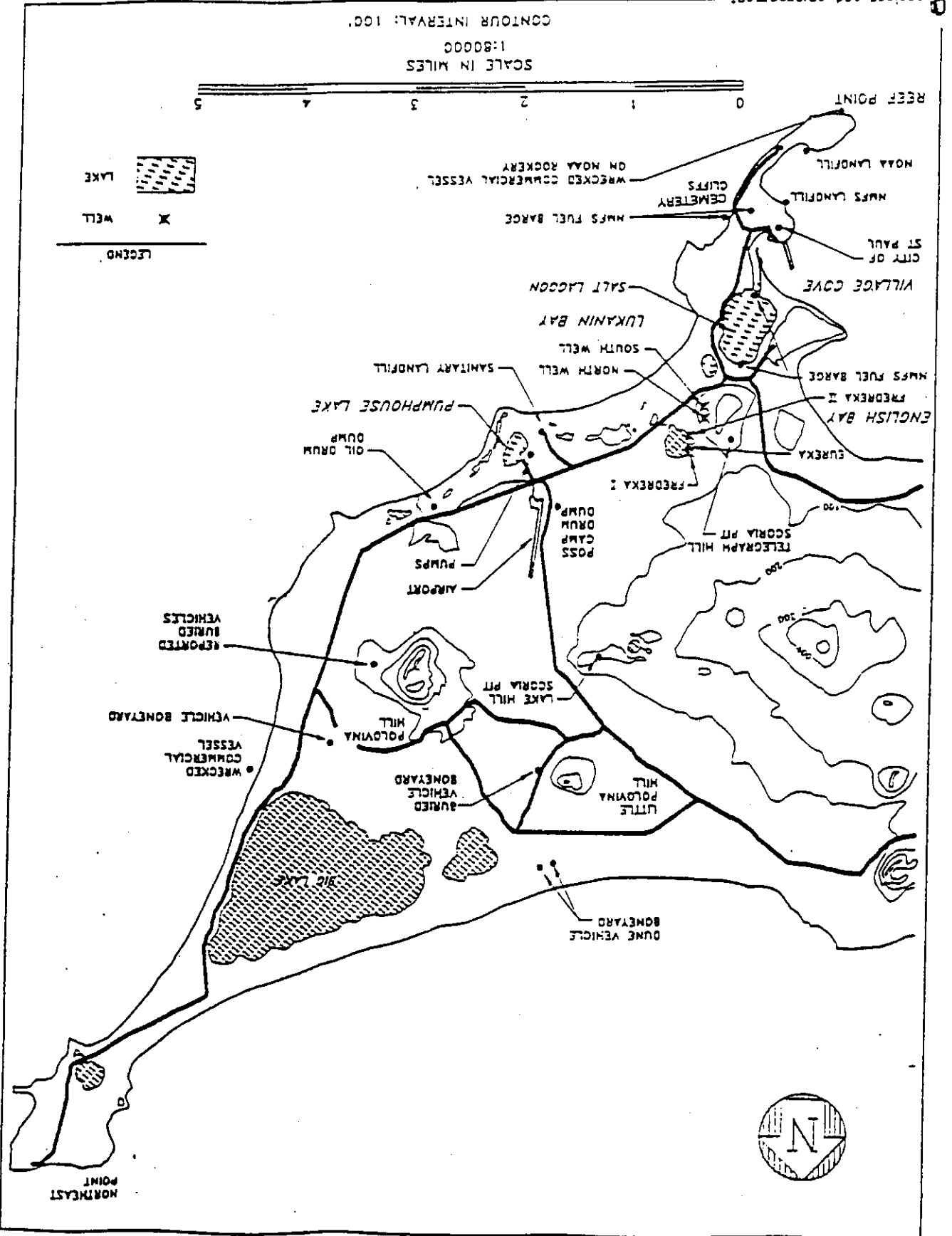
ecology and environment

Figure 4-2 SITE LOCATION MAP - SITES NORTHEAST OF CITY OF ST. PAUL

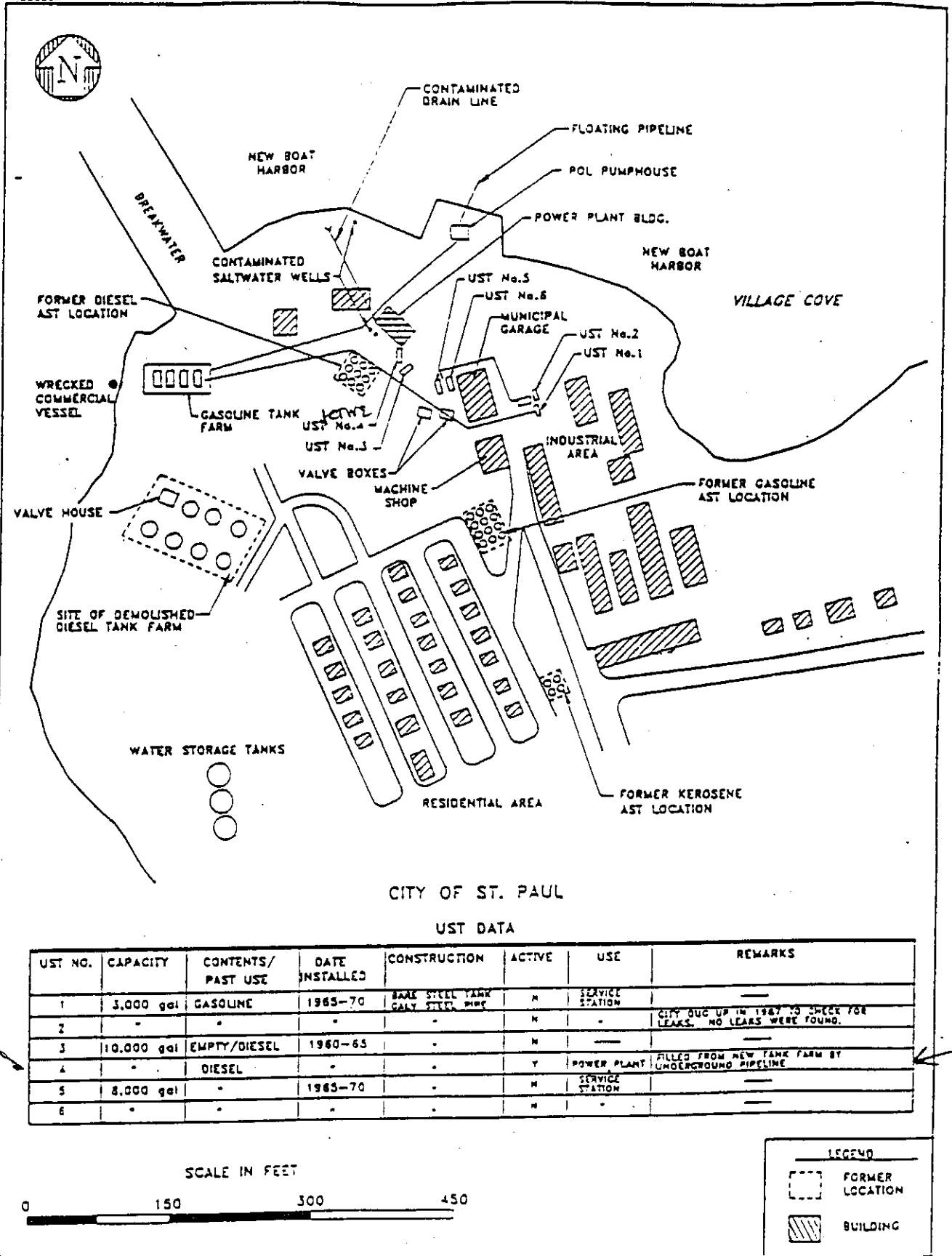


Figure 4-2 SITE LOCATION MAP - SITES NORTHEAST OF CITY OF ST. PAUL

ecology and environment

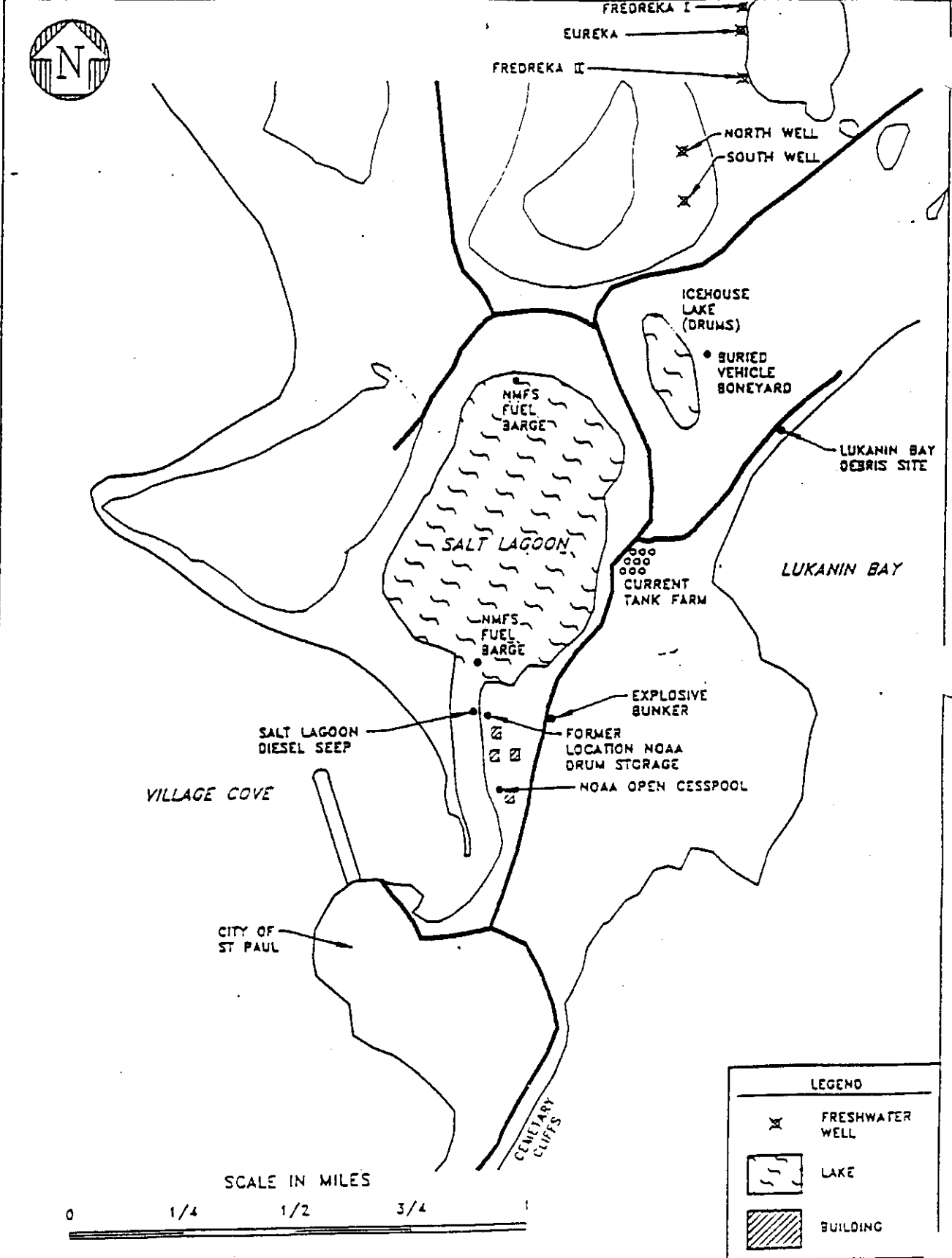


4835054



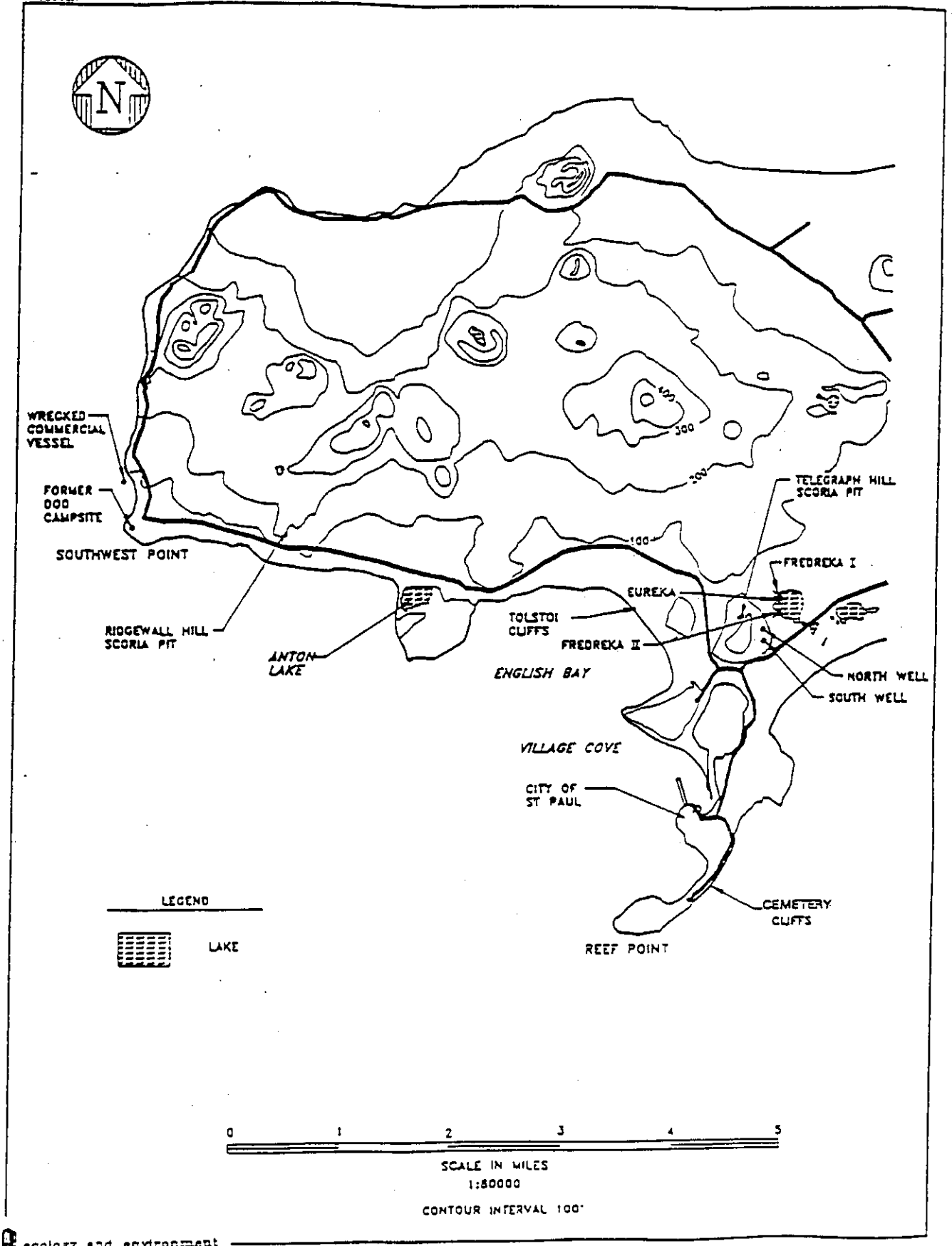
ecology and environment

Figure 4-3 SITE LOCATION MAP - SITES IN CITY OF ST. PAUL



ecology and environment

Figure 4-4 SITE LOCATION MAP - SITES IMMEDIATELY NORTH OF CITY OF ST. PAUL



ecology and environment

Figure 4-5 SITE LOCATION MAP - SITES NORTH AND WEST OF CITY OF ST. PAUL

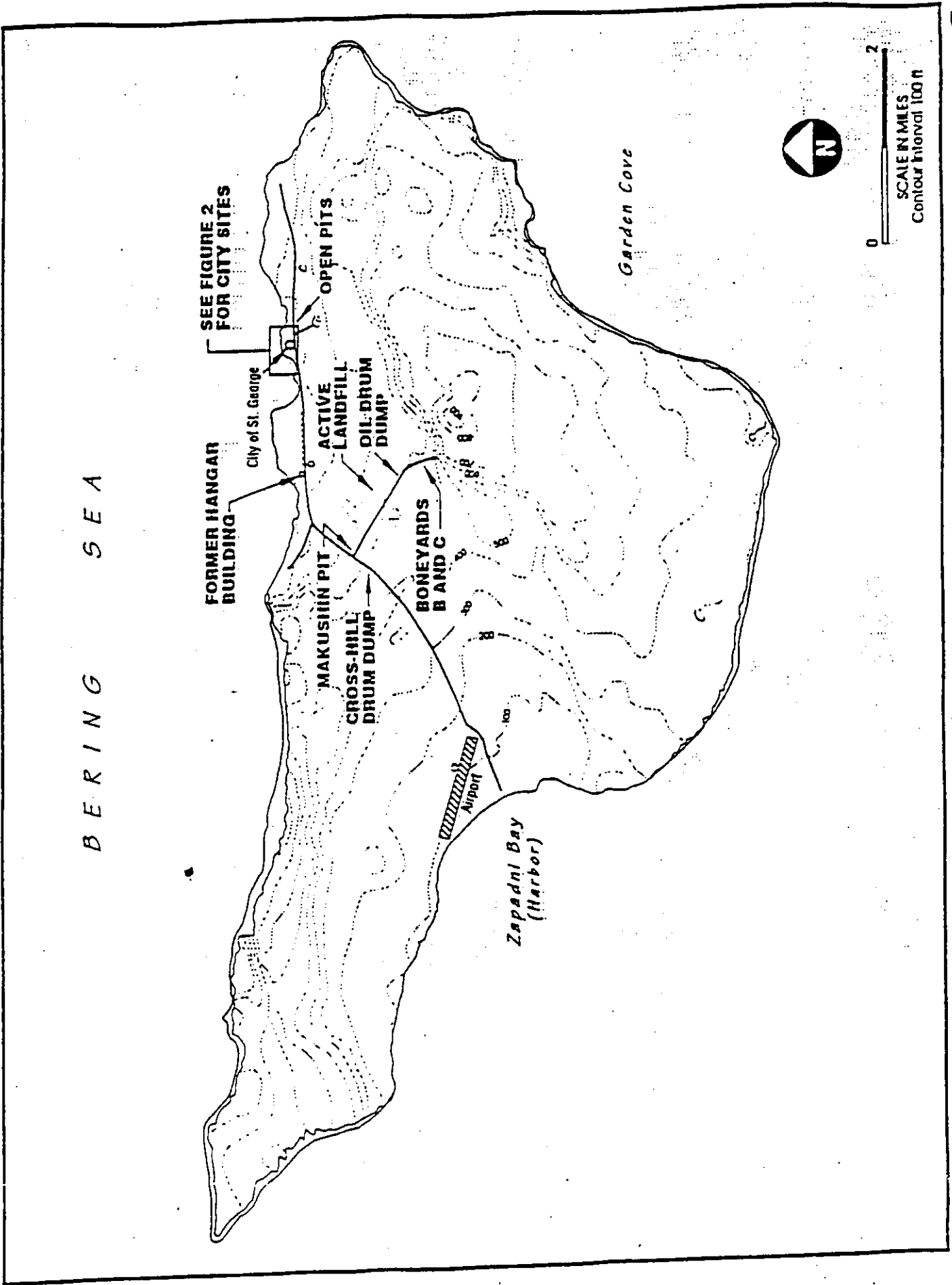


Figure SITE MAP - ST. GEORGE ISLAND

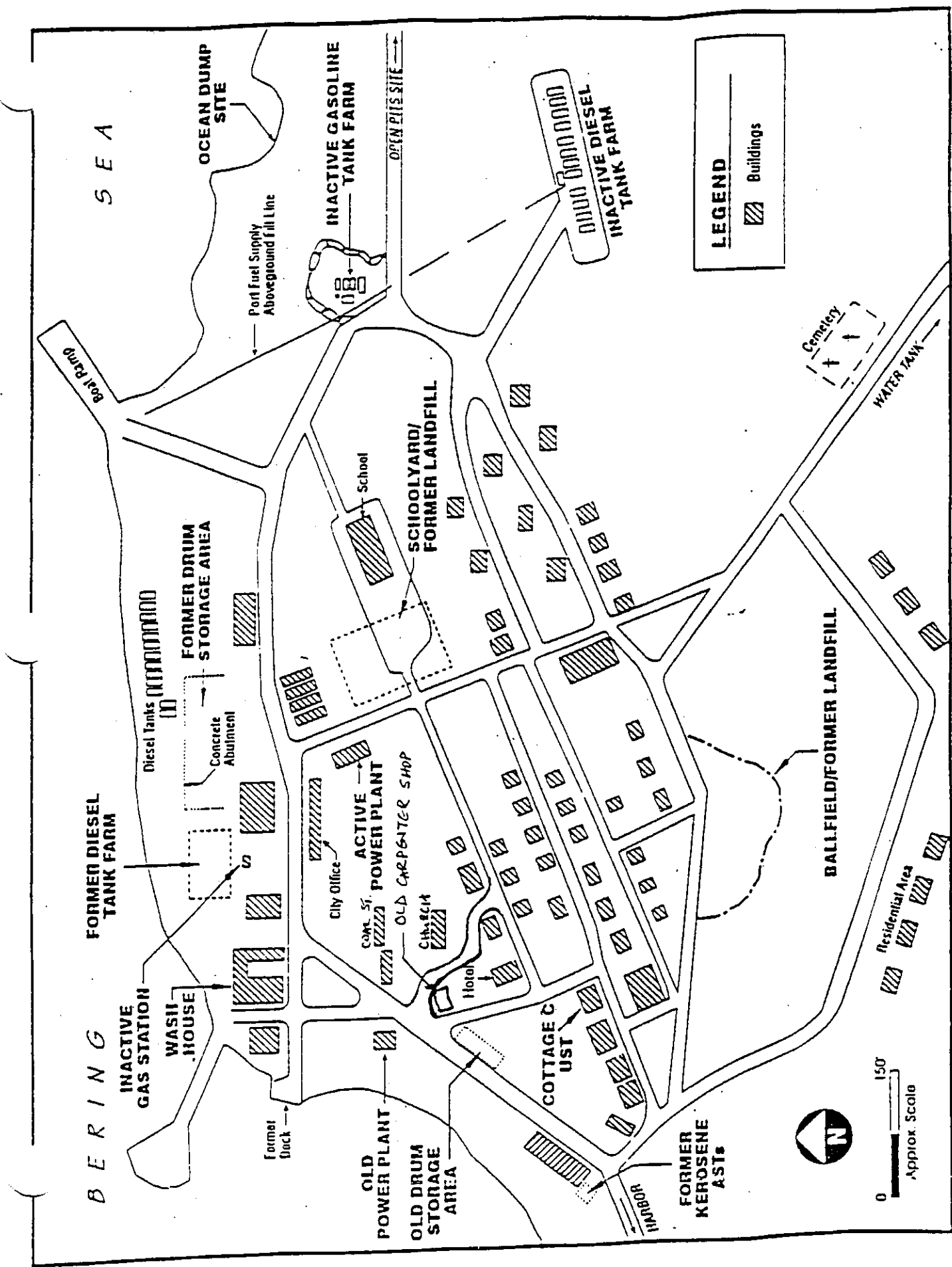


Figure 2 SITES IN CITY OF ST. GEORGE, ALASKA

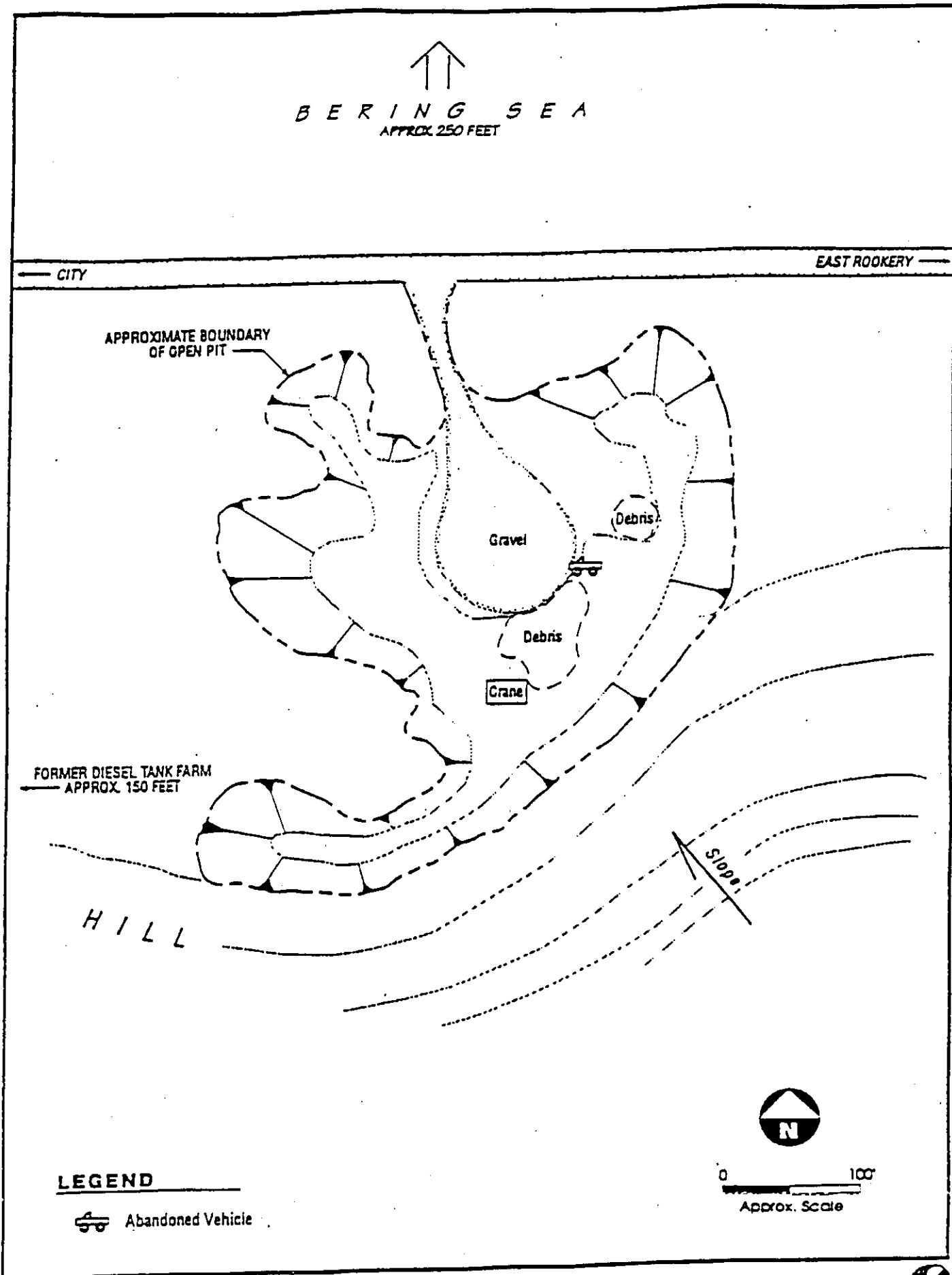


Figure 4 OPEN PITS SITE - ST. GEORGE ISLAND, ALASKA ,

Woodward-Clyde 

Attachment A

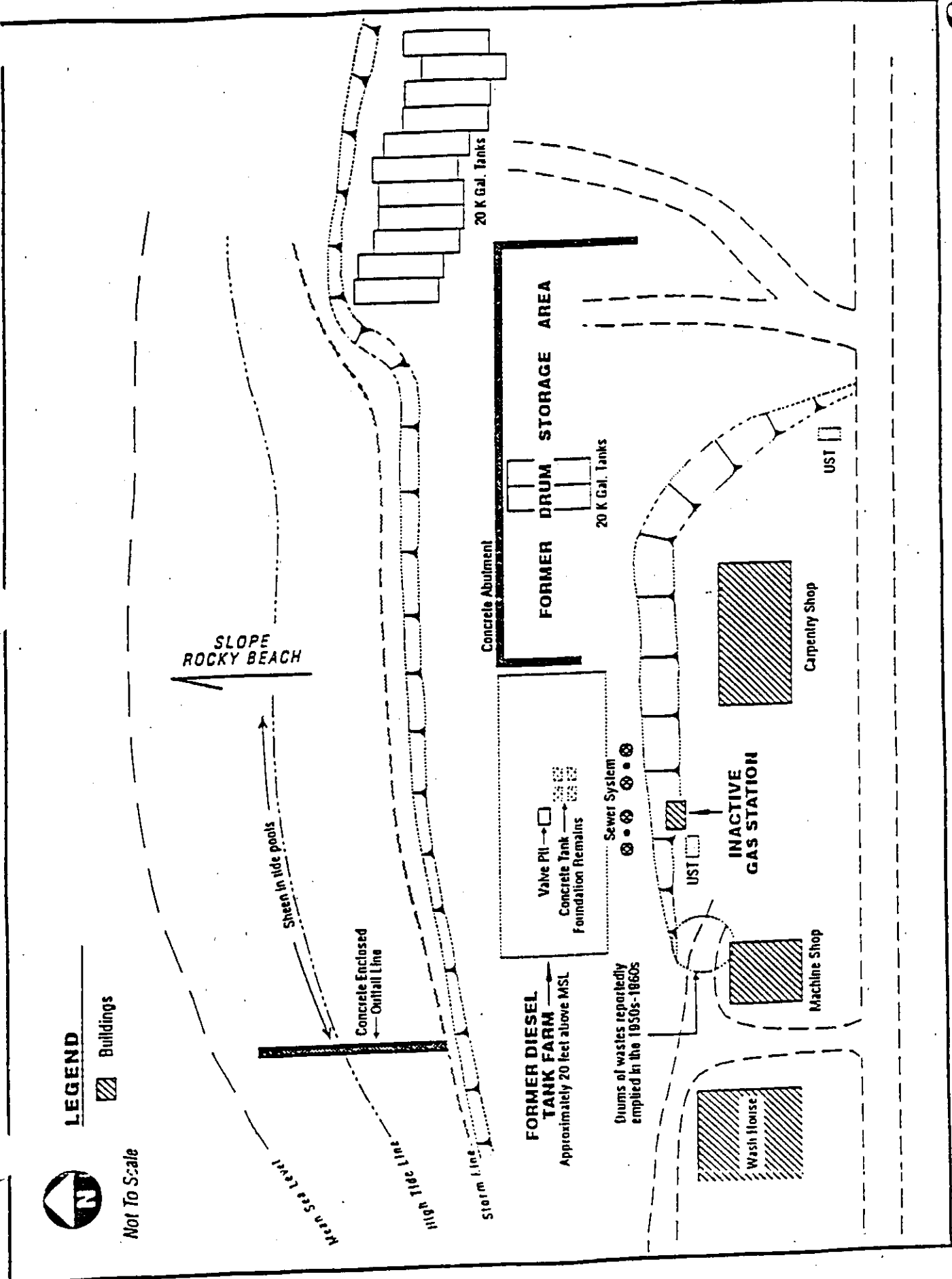


Figure 3 FORMER DIESEL TANK FARM, FORMER DRUM STORAGE AREA, INACTIVE GAS STATION, ST. GEORGE ISLAND, ALASKA





**LEGEND**

 Buildings

Not To Scale

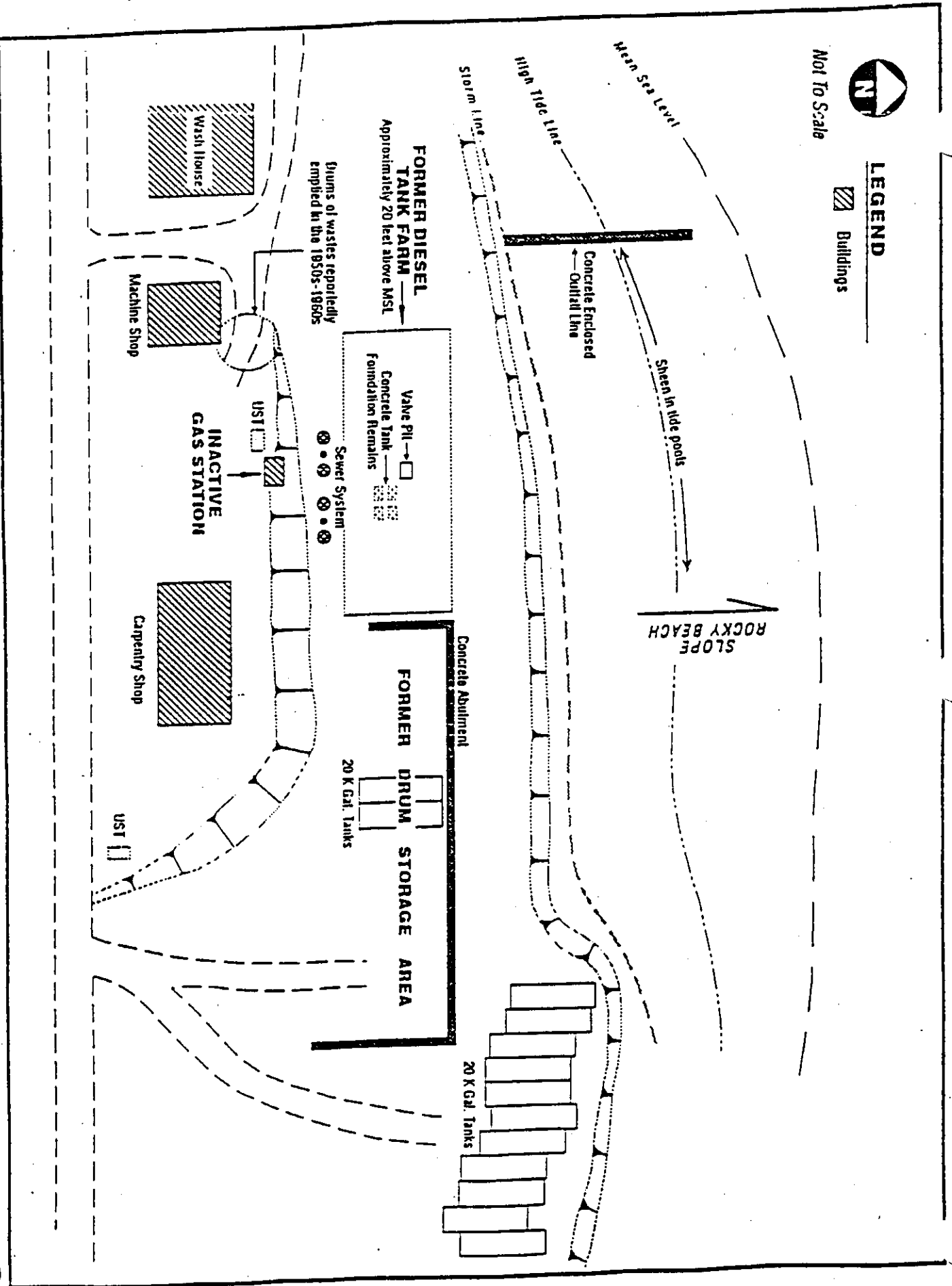
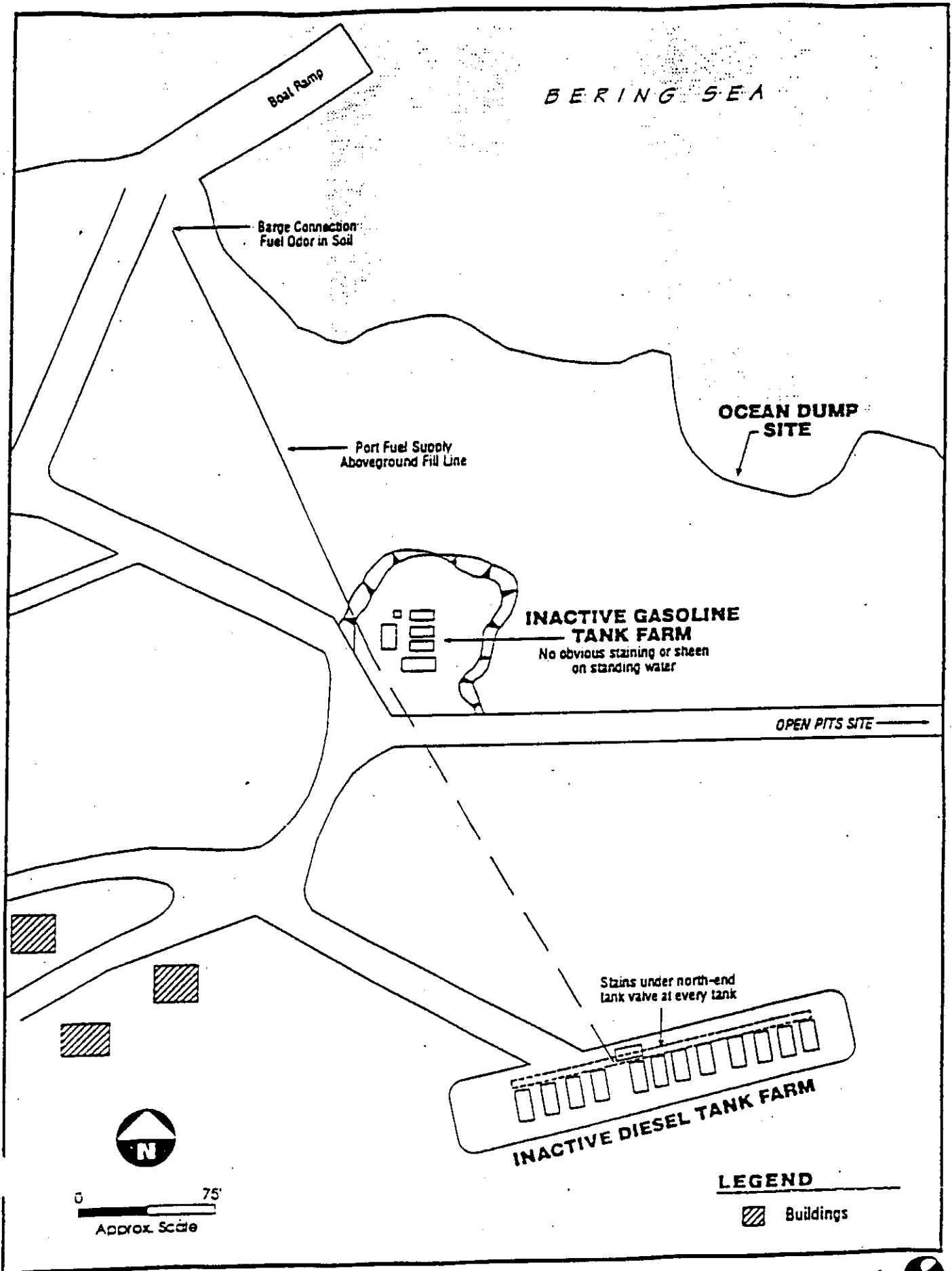


Figure 3 FORMER DIESEL TANK FARM, FORMER DRUM STORAGE AREA, INACTIVE GAS STATION, ST. GEORGE ISLAND ALASKA





**Figure 6** PORT FUEL SUPPLY ABOVEGROUND FILL LINE  
- ST. GEORGE ISLAND, ALASKA

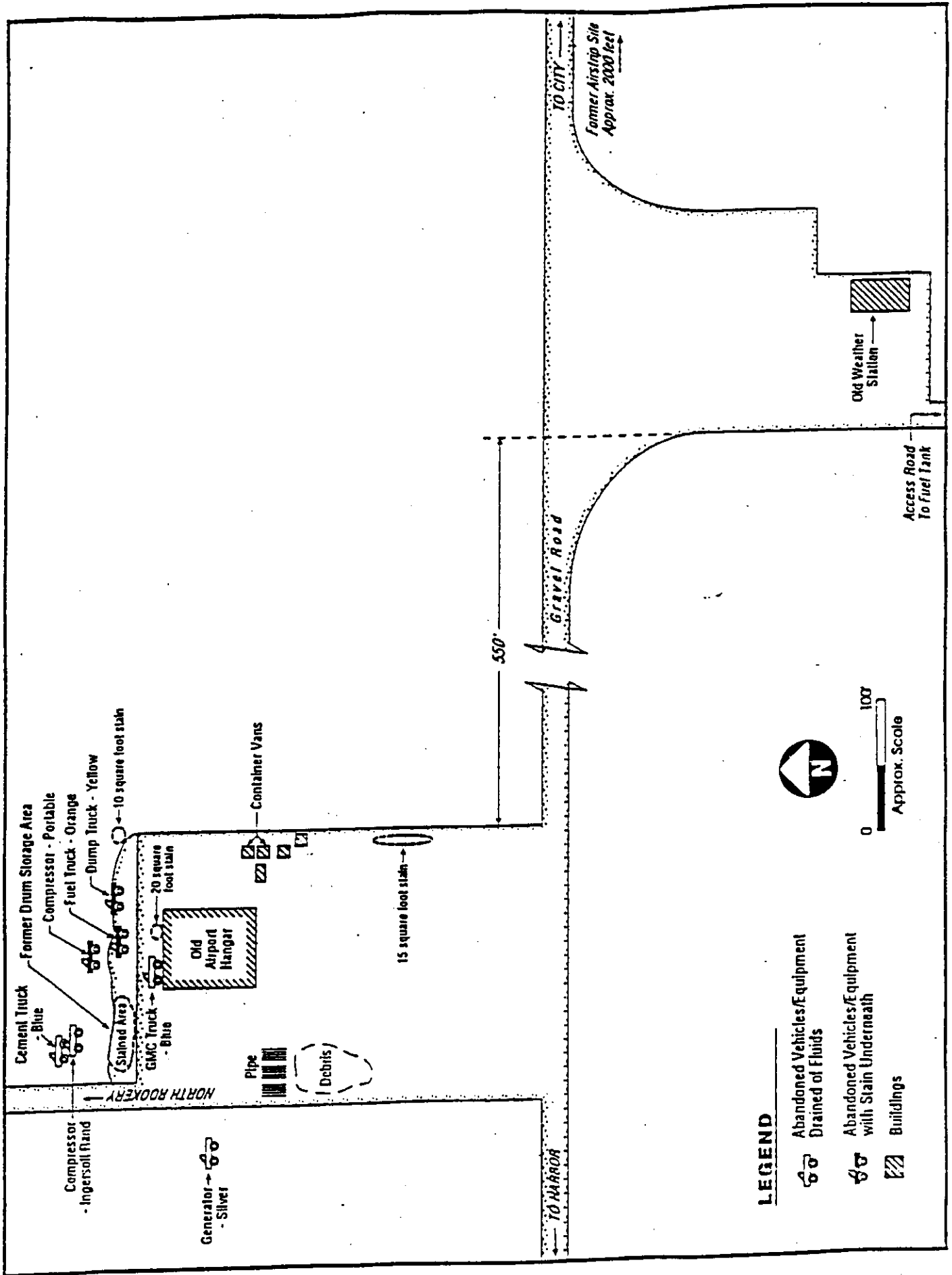


Figure 1 FORMER AIRSTRIP HANGAR BUILDING SITE - ST. GEORGE ISLAND, ALASKA Woodward-Clyde

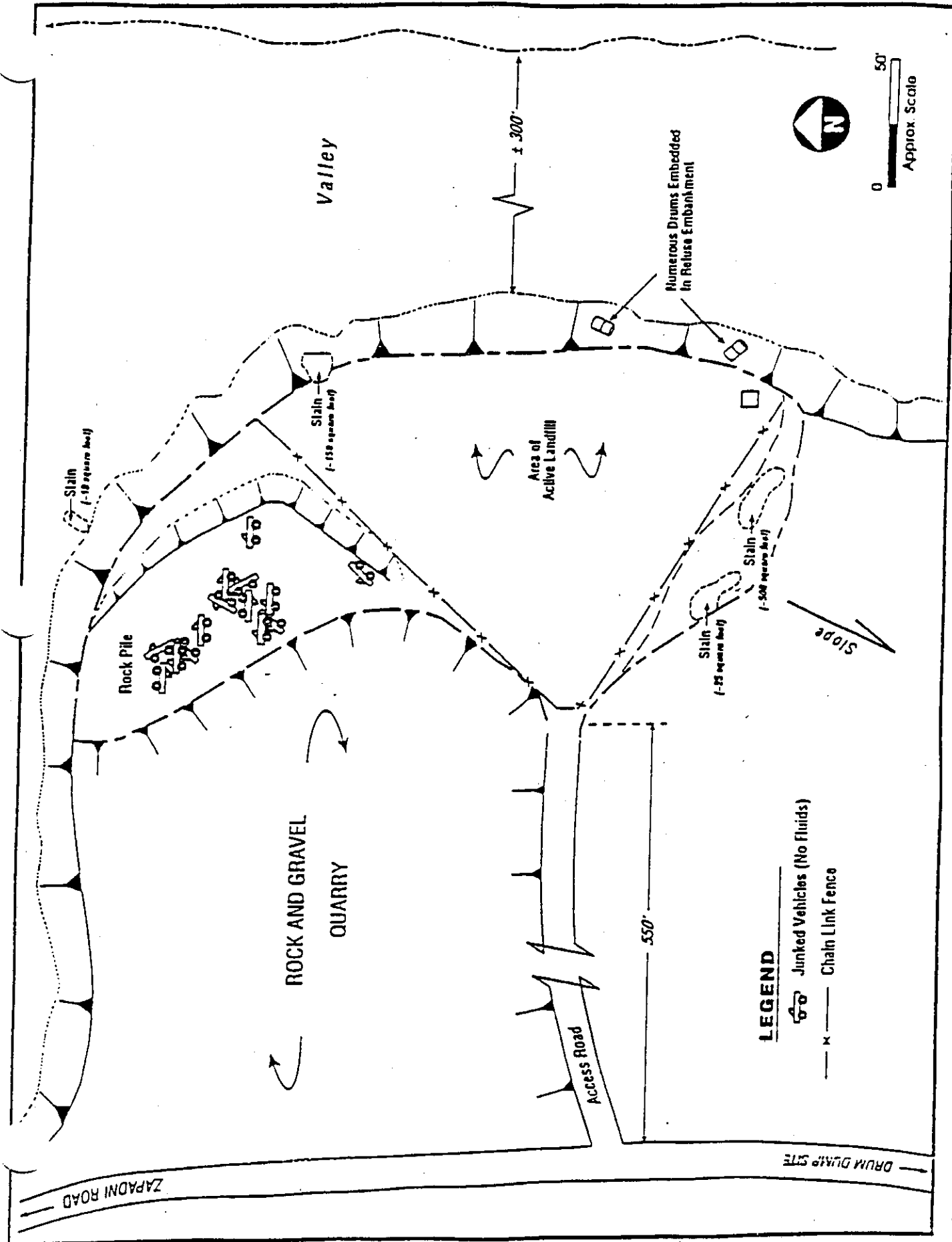


Figure 9 ACTIVE LANDFILL - ST. GEORGE ISLAND, ALASKA

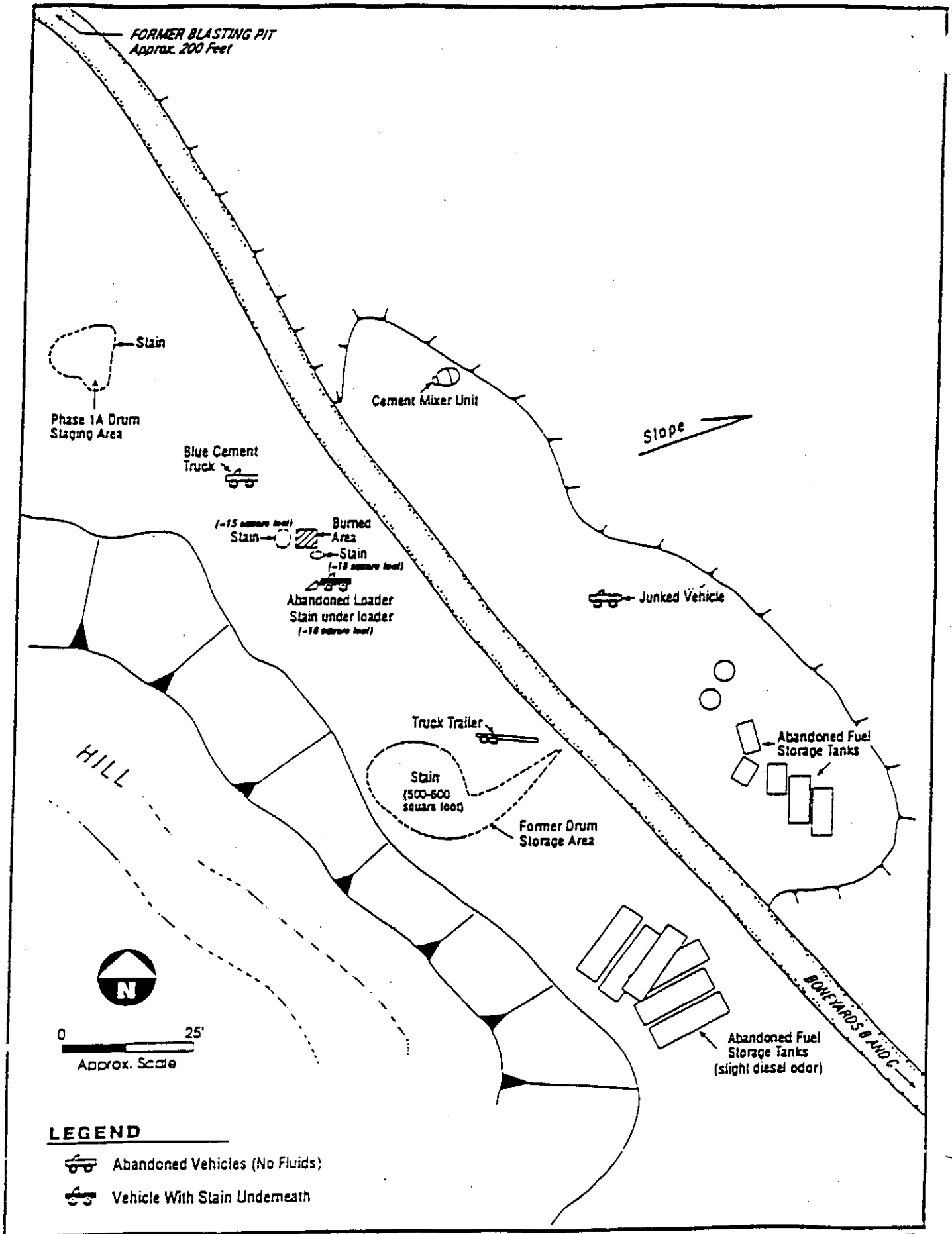


Figure 10 OIL DRUM DUMP – ST. GEORGE ISLAND, ALASKA

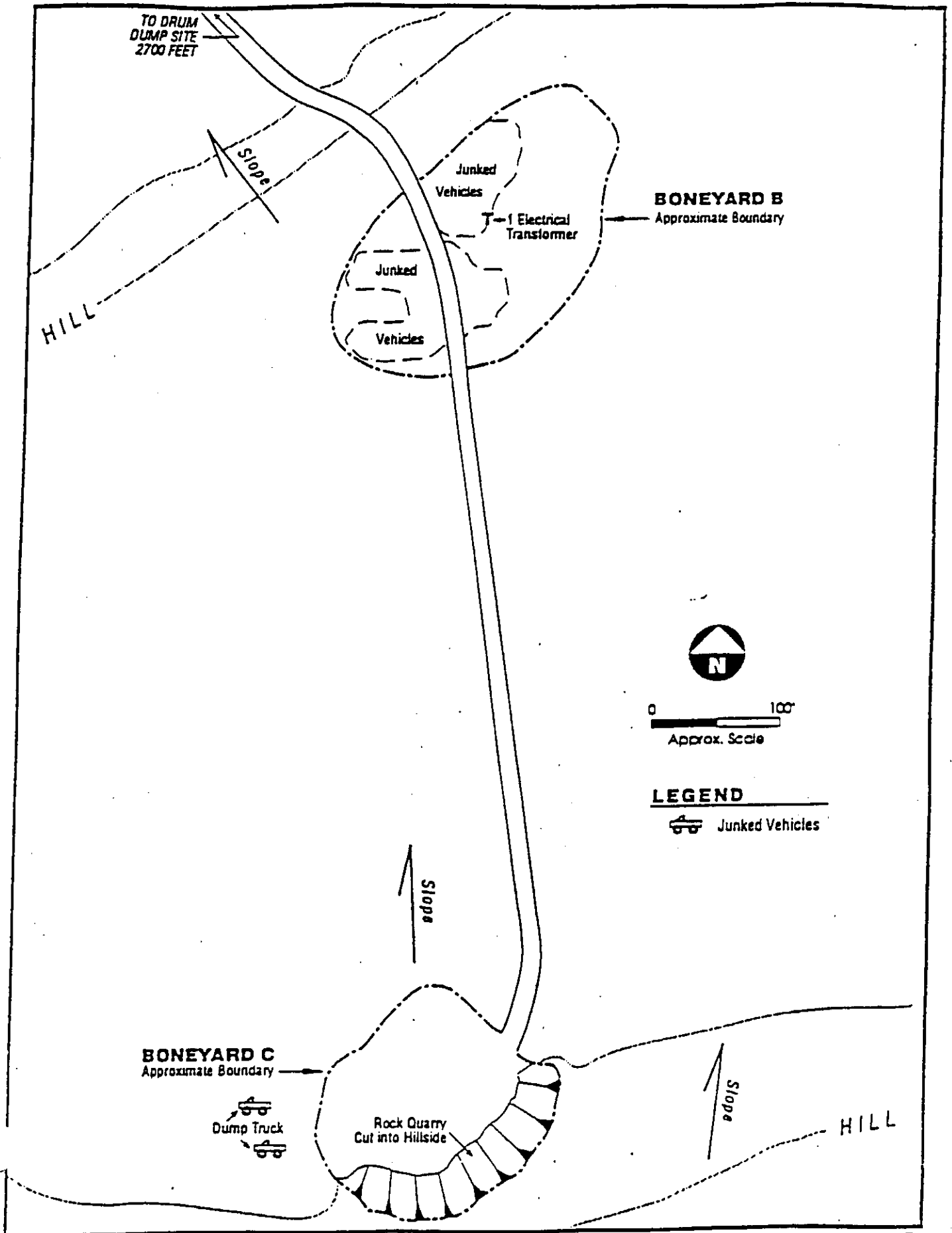


Figure 11 BONEYARDS B & C - ST. GEORGE ISLAND, ALASKA

**ATTACHMENT B  
PROPOSED PRIMARY DOCUMENT DEADLINE**

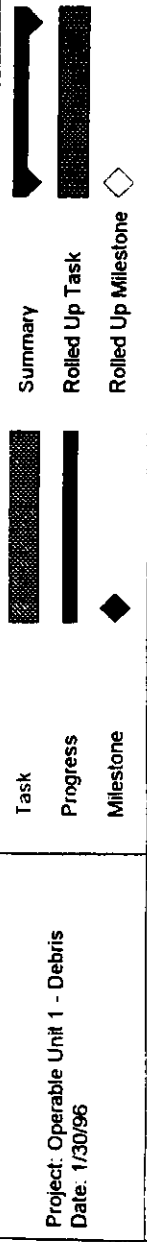
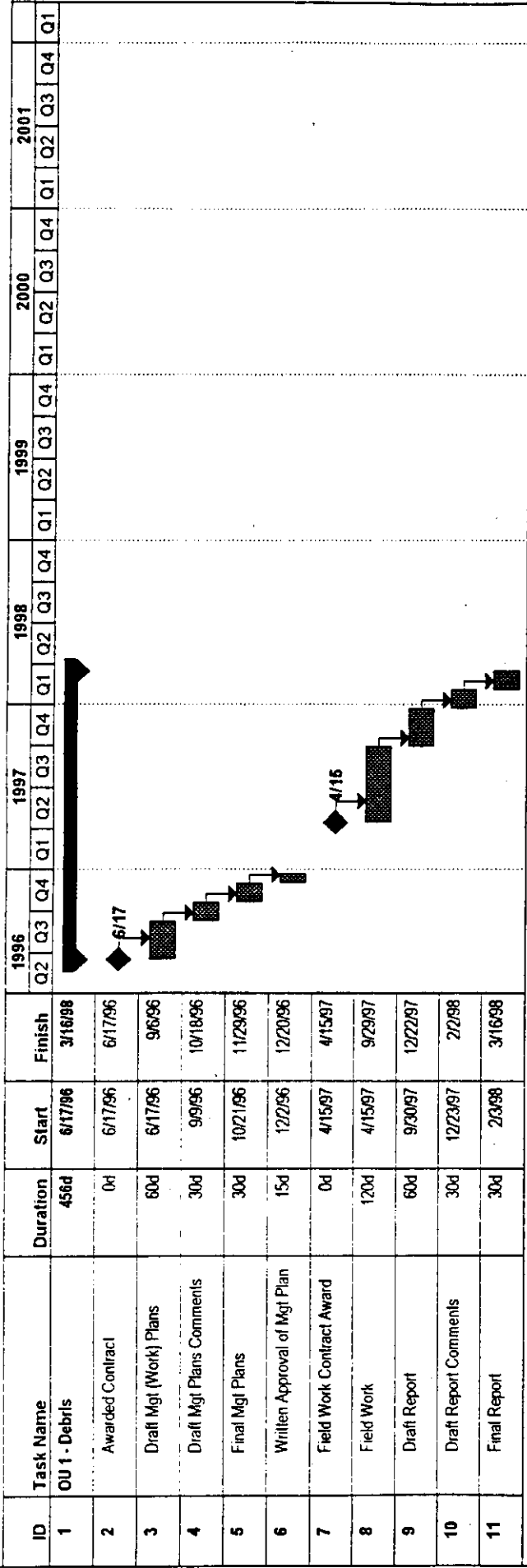
DOCUMENTS	DATES	
<u>OU 1 - Debris</u>		
Draft Debris Management Plan	6/17/96	
Final Debris Management Plan	9/6/96	
Draft Debris Removal Report	12/22/96	
Final Debris Removal Report	3/16/98	
Corrective Action Plan (if applicable)	To be announced	
<u>OU 2 - Active Landfill</u>	<u>ST. Paul</u>	<u>ST. George</u>
Draft Landfill Closure Plan	8/23/95	8/16/96
Final Landfill Closure Plan	2/28/96	2/21/97
Draft Landfill Closure Mgt Plan	6/13/96	6/30/97
Final Landfill Closure Mgt Plan	9/5/96	9/22/97
Draft Landfill Closure Report	6/5/97	6/22/98
Final Landfill Closure Report	10/30/97	11/16/98
Post Closure Report	To be announced	TBA
<u>OU 3 - Abandoned (former) Landfill</u>		
Draft ESI Management (Work) Plan	6/16/95	
Final ESI Management Plan	8/25/95	
Draft ESI Report	3/12/96	
Final ESI Report	6/4/96	
Corrective Action Plan (if applicable)	To be announced	

**ATTACHMENT B**  
**PROPOSED PRIMARY DOCUMENT DEADLINE**

<b>DOCUMENTS</b>	<b>DATES</b>
<u>OU 4 - Regulated USTs</u>	
Draft Management (Work) Plan	3/17/96
Final Management Plan	6/19/96
Draft UST Closure Report	10/23/96
Final UST Closure Report	1/15/97
Corrective Action Plan (if applicable)	To be announced
<u>OU 5 - Unregulated USTs &amp; AST</u>	
Draft Management (Work) Plan	5/15/96
Final Management Plan	9/17/96
Draft Closure Report	1/21/97
Final Closure Report	4/15/97
Corrective Action Plan (if applicable)	To be announced
<u>OU 6 - Petroleum/Hazardous Contamination</u>	
Draft ESI Management (Work) Plan	6/16/95
Final ESI Management Plan	8/25/95
Draft ESI Report	3/12/96
Final ESI Report	6/4/96
Corrective Action Plan (if applicable)	To be announced

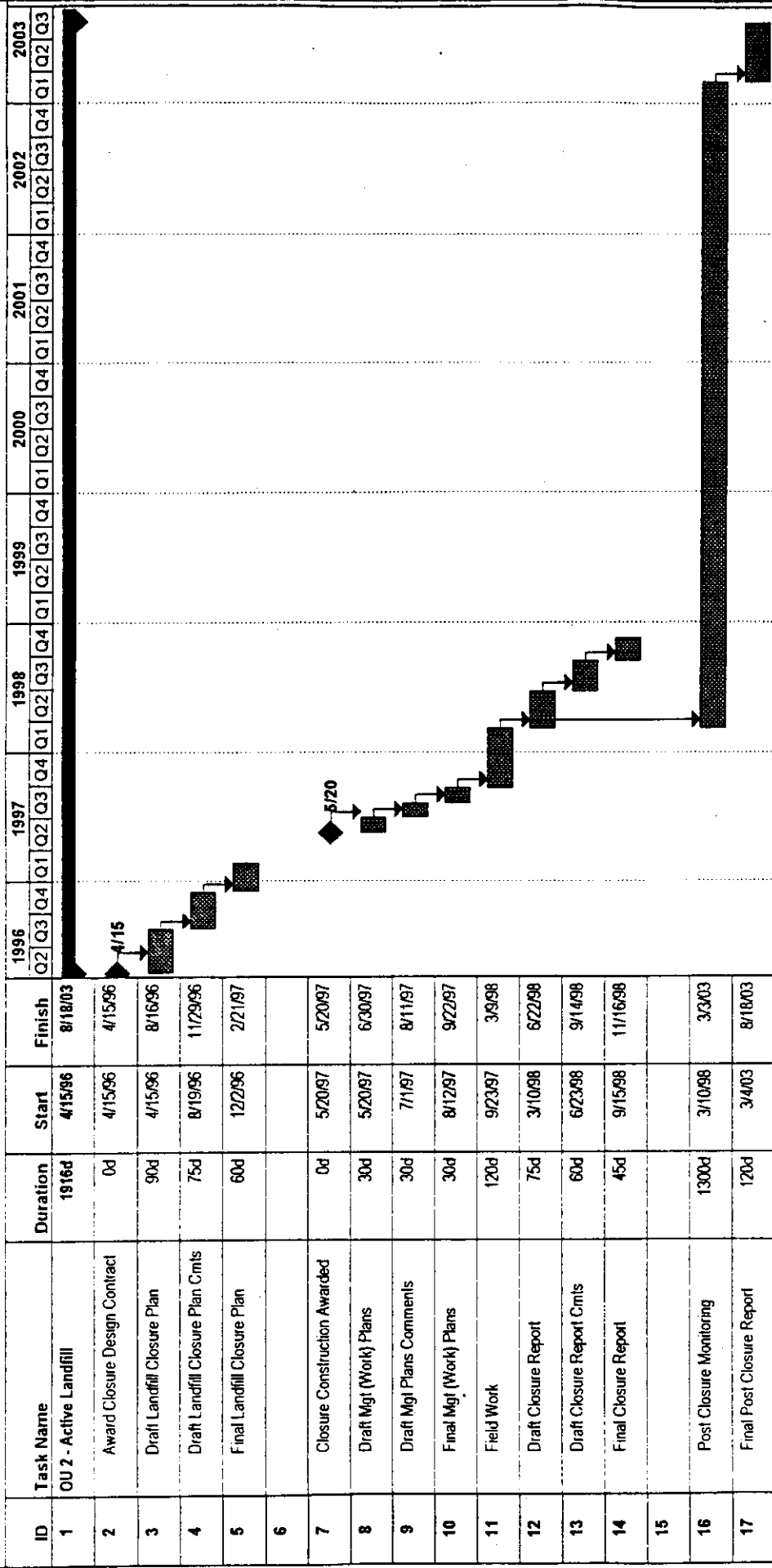


Attachment B - Debris



Project: Operable Unit 1 - Debris  
Date: 1/30/96

Attachment B - Landfill Closure  
St George Island, Alaska



Project: Operable Unit 2 - Active Landfill  
Date: 1/30/96

Task: █  
Progress: █  
Milestone: ◆

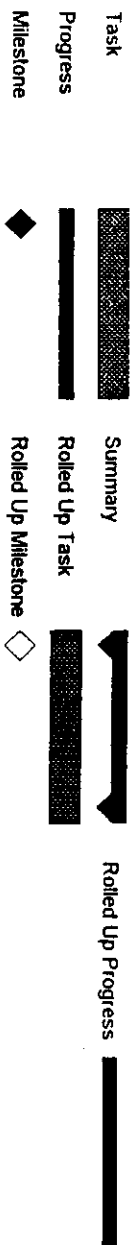
Summary: █  
Rolled Up Task: █  
Rolled Up Milestone: ◇

Rolled Up Progress: █

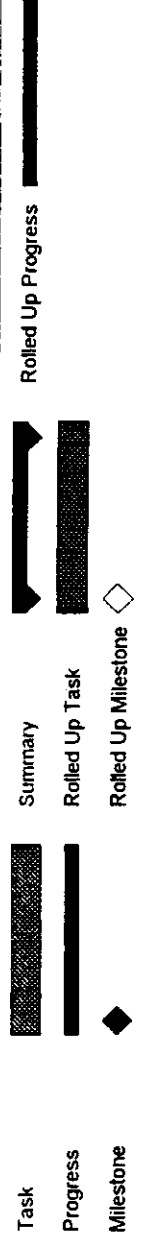
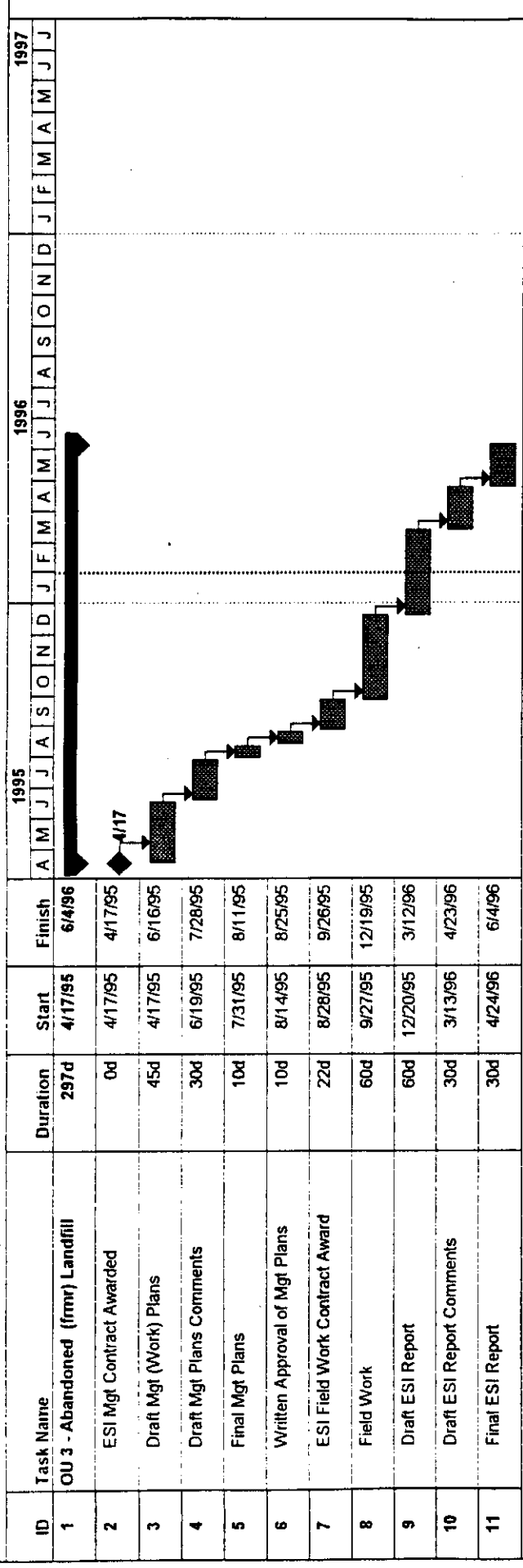
Attachment B. Landfill Closure  
St George Island, Alaska

ID	Task Name	Duration	Start	Finish	1996			1997			1998			1999			2000			2001			2002			2003			
					Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	OU 2 - Active Landfill	1916d	4/15/96	8/18/03																									
2	Award Closure Design Contract	0d	4/15/96	4/15/96																									
3	Draft Landfill Closure Plan	90d	4/15/96	8/16/96																									
4	Draft Landfill Closure Plan Cmts	75d	8/19/96	11/29/96																									
5	Final Landfill Closure Plan	60d	12/2/96	2/21/97																									
6																													
7	Closure Construction Awarded	0d	5/20/97	5/20/97																									
8	Draft Mgt (Work) Plans	30d	5/20/97	6/30/97																									
9	Draft Mgt Plans Comments	30d	7/1/97	8/1/97																									
10	Final Mgt (Work) Plans	30d	8/12/97	9/22/97																									
11	Field Work	120d	9/23/97	3/9/98																									
12	Draft Closure Report	75d	3/10/98	6/22/98																									
13	Draft Closure Report Cmts	60d	6/23/98	9/14/98																									
14	Final Closure Report	45d	9/15/98	11/16/98																									
15																													
16	Post Closure Monitoring	1300d	3/10/98	3/3/03																									
17	Final Post Closure Report	120d	3/4/03	8/18/03																									

Project: Operable Unit 2 - Active Landfill  
Date: 1/30/96



Attachment 3 - A  
 (former) Landfill

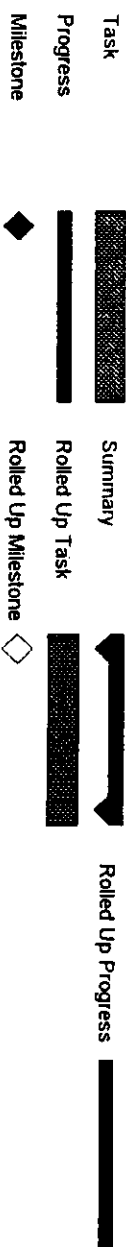


Project: Operable Unit 3 - Former Landfill  
 Date: 1/30/96

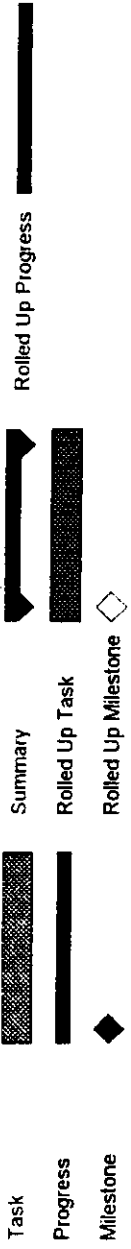
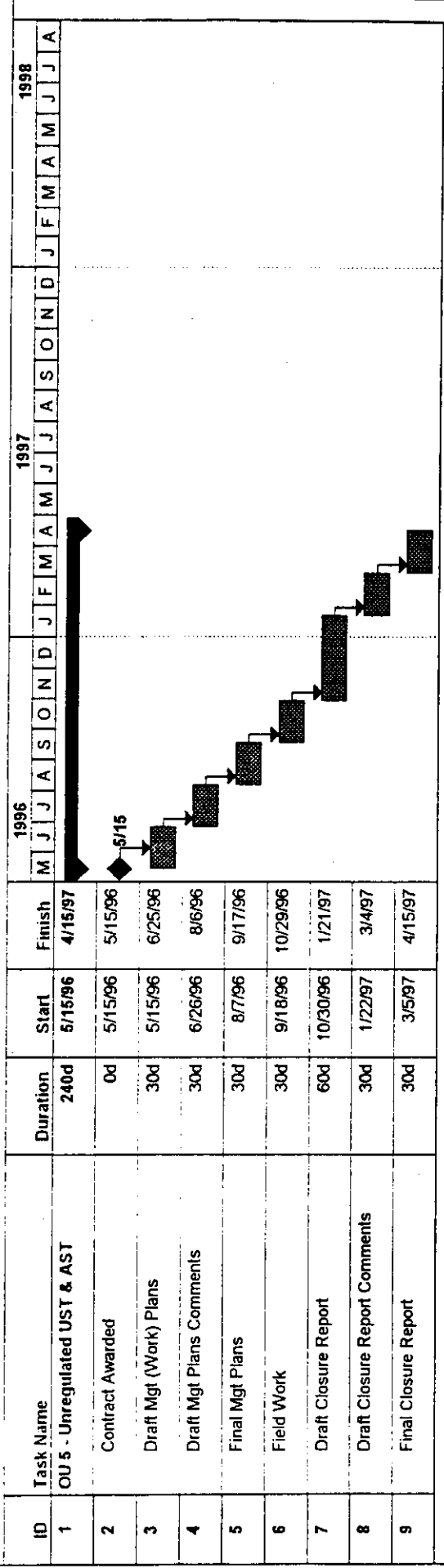
Attachment 3 - A. (former) Landfill

ID	Task Name	Duration	Start	Finish	Calendar											
1	OU 3 - Abandoned (firm) Landfill	297d	4/17/95	6/4/96												
2	ESI Mgt Contract Awarded	0d	4/17/95	4/17/95												
3	Draft Mgt (Work) Plans	45d	4/17/95	6/16/95												
4	Draft Mgt Plans Comments	30d	6/19/95	7/28/95												
5	Final Mgt Plans	10d	7/31/95	8/11/95												
6	Written Approval of Mgt Plans	10d	8/14/95	8/25/95												
7	ESI Field Work Contract Award	22d	8/28/95	9/26/95												
8	Field Work	60d	9/27/95	12/19/95												
9	Draft ESI Report	60d	12/20/95	3/12/96												
10	Draft ESI Report Comments	30d	3/13/96	4/23/96												
11	Final ESI Report	30d	4/24/96	6/4/96												

Project: Operable Unit 3 - Firm Landfill  
Date: 1/30/96



Attachment B - Scheduling UST & AST



Project: Operable Unit 5-  
Non-USTs/ASTs  
Date: 1/30/96

ID	Task Name	Duration	Start	Finish	1996												1997												1998											
					M	T	W	T	F	S	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A						
1	OU 5 - Unregulated UST & AST	240d	5/15/96	4/15/97	[Gantt bar from 5/15/96 to 4/15/97]																																			
2	Contract Awarded	0d	5/15/96	5/15/96	[Task bar]																																			
3	Draft Mgt (Work) Plans	30d	5/15/96	6/25/96	[Task bar]																																			
4	Draft Mgt Plans Comments	30d	6/26/96	8/6/96	[Task bar]																																			
5	Final Mgt Plans	30d	8/7/96	9/17/96	[Task bar]																																			
6	Field Work	30d	9/18/96	10/29/96	[Task bar]																																			
7	Draft Closure Report	60d	10/30/96	1/21/97	[Task bar]																																			
8	Draft Closure Report Comments	30d	1/22/97	3/4/97	[Task bar]																																			
9	Final Closure Report	30d	3/5/97	4/15/97	[Task bar]																																			

Project: Operable Unit 5-  
Non-USTs/ASTs  
Date: 1/30/96

Task Progress Milestone

Summary Rolled Up Task Rolled Up Milestone

Rolled Up Progress

**PROPERTY OWNERSHIP SUMMARY  
SAINT GEORGE ISLAND, ALASKA**

No.	Site Description	Legal Description	Owner
1	Former Diesel Tank Farm (Waterfront)	Lot 8 Tract 43	City
2	Former Drum Storage Area (adjacent to Former Diesel Tank Farm)	Lot 10 Tract 43	Tanaq Corporation/TAC <sup>1</sup>
3	Inactive Gasoline Station	Lot 8 Tract 43	City
4	Active Landfill	Tract 38, S1, T42S, R130W	City
5	Ocean Dump Site	ANCSA selected property	Tanaq Corporation/TAC <sup>1</sup>
6	Open Pits Site	ANCSA selected property	City/TAC <sup>1</sup>
7	Ballfield/Former Landfill	Tract 52	City/TAC <sup>1</sup>
8	Active Power Plant	Lot 14 Tract 43	City
9	Old Power Plant	Lot 14 Tract 43	Tanaq Corporation/TAC <sup>1</sup>
10	Former Kerosene Drum/AST Storage Area	Lot 1 Tract 43	Tanaq Corporation/TAC <sup>1</sup>
11	Cottage C UST	Lot 5 Tract 47	NOAA
12	Former Hanger Building	Tract V, T41S, R129W	State

<sup>1</sup> Pursuant to the Alaska Native Claims Settlement Act ("ANCSA"), Tanaq Corporation owns the surface estate, and The Aleut Corporation (TAC) owns the subsurface estate. These sites are subject to joint use rights retained by the federal government under the 1976 Memorandum of Understanding and the Cooperative Agreement which were formed by TDX, the other Aleut entities of the Pribilof Islands and NOAA, pursuant to the Fur Seal Act of 1966. Under these agreements, the Pribilof Island's Joint Management Board retains jurisdiction to regulate joint use areas such as landfills, borrow pits and bone yards.

<sup>2</sup> NOAA's ownership of many of the NON-ANCSA sites is also subject to the Transfer of Property Agreement on the Pribilof Islands ("TOPA"), dated February 10, 1994.



**PROPERTY OWNERSHIP SUMMARY  
SAINT GEORGE ISLAND, ALASKA**

No.	Site Description	Legal Description	Owner
13	Makushin Pit	Ptn Sec 36, T41S, R130W	Tanaq Corporation/TAC' IC - 10/31/78
14	Oil Drum Dump	ANCSA selected property	Tanaq Corporation/TAC'
15	Boneyard B	Near Tract 37 S1, T42, R130W	Tanaq Corporation/TAC'
16	Boneyard C	Near Tract 37 S1, T42,R130W	Tanaq Corporation/TAC'
17	Cross-Hill Drum Dump	ANCSA selected property	Tanaq Corporation/TAC'
18	Former Fuel Storage Area or (Old Drum Storage Area)	Tract 52	Tanaq Corporation/City/ TAC'
19	Old Carpenters Shop	Lot 16 Tract 43	City/TAC'
20	Old Coal House	Lot 14 Tract 43	St. George Traditional Council
21	Abandoned City Diesel Tank disposal Site	Lot 11 Tract 43	Tanaq Corporation/TAC'
23	Inactive/Abandoned Diesel Tank Farm (labelled as Current Diesel Tank Farm Site in PA)	Tract 49, S29, T41S, R129W	City QCD - 4/25/86
24	Inactive Gasoline Tank Farm	Tract 45, S29, T41S, R129W	City QCD - 4/25/86
25	Port Fuel Supply Line	Appears line runs through Tract 45 (Gas Tank Farm)	Tanaq Corporation/City/ TAC'

I:\TOSTEVIB\WP\PRIBILOF\ST.GEO

PROPERTY OWNERSHIP SUMMARY SAINT PAUL ISLAND, ALASKA			
No.	Site Description	Legal Description	Owner
1	Oil Drum Dump Site	S16, T35S, R131W	TDX /TAC <sup>1</sup> Patent 9/27/90
2	Vehicle Boneyard Site	Tract 334, T35S, R131W	TDX /TAC <sup>1</sup> Patent 1/19/79
3	Little Polovina Hill Buried Vehicle Boneyard	S33, T35S, R131W	TDX /TAC <sup>1</sup> Patent 1/19/79
4	Dune Vehicle Boneyard	S29, T35S, R131W	TDX /TAC <sup>1</sup> Patent 1/19/89
5	St. Paul Landfill	Tract 42	5.78 acres NOAA's (TDX /TAC <sup>1</sup> surrounding)
6	Pumphouse Lake	S16817, T35S, R131W	TDX /TAC <sup>1</sup> Patent 1/19/79
7	NMFS Fuel Barges	ANCSA selected property	State tidelands and/or TDX /TAC <sup>1</sup> uplands depending on location
8	NOAA/NMFS Landfills	Sections 36 & 25, T35S, R132W	TDX /TAC <sup>1</sup> Patent 1/19/79
9	Tract 41	Tract 41	NOAA <sup>2</sup>
9a	USTs Site (Tract 41)	Tract 41	NOAA <sup>2</sup>

<sup>1</sup> Pursuant to the Alaska Native Claims Settlement Act ("ANCSA"), TDX owns the surface estate, and The Aleut Corporation (TAC) owns the subsurface estate. These sites are subject to joint use rights retained by the federal government under 1976 the Memorandum of Understanding and the Cooperative Agreement which were formed by TDX, the other Aleut entities of the Pribilof Islands and NOAA, pursuant to the Fur Seal Act of 1966. Under these agreements, the Pribilof Island's Joint Management Board retains jurisdiction to regulate joint use areas such as landfills, borrow pits and bone yards.

<sup>2</sup> NOAA's ownership of many of the non-ANCSA sites is also subject to the Transfer of Property Agreement on the Pribilof Islands ("TOPA"), dated February 10, 1994.

**PROPERTY OWNERSHIP SUMMARY  
SAINT PAUL ISLAND, ALASKA**

No.	Site Description	Legal Description	Owner
9b	Power Plant (Tract 41)	Tract 41	NOAA <sup>2</sup>
9c	Municipal Garage - UST vent/fill pipe (Tract 41)	Tract 41	NOAA <sup>2</sup>
9d	Municipal Garage Drum Staging Area (Tract 41)	Tract 41	NOAA <sup>2</sup>
9e	Contaminated Saltwater Wells	Tract 41	NOAA <sup>2</sup>
10	Former Gasoline Tank Farm	Tract 41	NOAA <sup>2</sup>
11	Demolished Diesel Tank Farm (Tract 43)	Tract 43	NOAA <sup>2</sup>
12	Lukanin Bay Debris	ANCSA selected property	TDX/TAC <sup>1</sup>
13	Salt Lagoon Diesel Seep	ANCSA property selected	TDX/TAC <sup>1</sup>
14	Icehouse Lake Buried Vehicle Boneyard	ANCSA selected property	TDX/TAC <sup>1</sup> 12/31/85
15	Lakehill Scoria Pit	ANCSA selected property	TDX/TAC <sup>1</sup> or NOAA (ownership in dispute).

I:\TOSTEVIB\WP\PRIBILOF\ST.PAU



DEPARTMENT OF DEFENSE  
AND  
UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY



Restoration Advisory Board  
Implementation Guidelines

September 1994

RECEIVED

APR 24 1995

DEPT. OF ENVIRONMENTAL CONSERVATION  
SCRO

U.S. ENVIRONMENTAL PROTECTION AGENCY  
AND DEPARTMENT OF DEFENSE  
RESTORATION ADVISORY BOARD IMPLEMENTATION GUIDELINES

I. BACKGROUND

The United States Environmental Protection Agency (EPA) and the Department of Defense (DoD) recognize the importance of public involvement at military installations that require environmental restoration. Therefore, EPA and DoD have developed joint Restoration Advisory Board (RAB) guidelines. DoD policies on community involvement can be found in the *"Management Guidance for Execution of the FY94/95 and Development of the FY96 Defense Environmental Restoration Program,"* April 14, 1994.

RABs bring together people who reflect the diverse interests within the local community, enabling the early and continued flow of information between the affected community, DoD and environmental oversight agencies. DoD is creating RABs to ensure that all stakeholders have a voice and can actively participate in a timely and thorough manner in the review of restoration documents. RAB community members will provide advice as individuals to the decision-makers on restoration issues. It is a forum to be used for the expression and careful consideration of diverse points of view. The RAB complements other community involvement efforts, but does not replace them. The DoD installation will continue to be responsible for fulfilling all statutorily mandated public involvement requirements.

This document provides guidelines to assist DoD installations on how to develop and implement a RAB and the role of environmental oversight agencies in this process. It is intended to be flexible so the DoD installation can adapt the RAB to meet the individual needs of the community.

— The guidelines are based on recommendations contained in the February 1993, "Interim Report of the Federal Facilities Environmental Restoration Dialogue Committee." While not identical, they are generally consistent with the Committee's recommendations.

Although these guidelines are intended to apply at all military installations, EPA's involvement on a RAB will vary based on the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) National Priorities List (NPL) status of the installation. EPA is committed to full involvement on RABs as the Federal regulatory agency for all DoD installations on the NPL or at base closure sites where EPA has received resources from DoD. EPA's involvement will be at the discretion of EPA's regional office for non-NPL, non-base closure or base closure installations where EPA has not been given resources from DoD.

information repositories established by the installation and widely accessible to the community. If a significant segment of the community is non-English speaking or visually impaired, the fact sheet should be translated. A sample RAB fact sheet is included as Enclosure 1.

### Public Notice

A paid public notice should be issued to advertise the initial RAB information meeting in at least one newspaper of general circulation serving the affected communities around the installation, as well as in the installation newspaper. The public notice should be published in advance of the meeting and include the following information:

- time and location of the meeting
- notice of the intent to establish a RAB or transition the TRC to become a RAB, if applicable
- RAB purpose
- membership opportunities
- meeting is open for public attendance and participation
- name and phone number of contact person(s) for more information
- topics for consideration at the initial RAB information meeting

The public notice should be placed in a prominent section of the newspaper likely to be read by the majority of community members. A sample public notice is included as Enclosure 2.

### Agenda

An agenda for the meeting should be developed by the DoD installation in consultation with the state and EPA, as appropriate. The agenda should reflect community restoration concerns as identified by existing community involvement activities (i.e., interview with key community leaders, review of correspondence, review of media coverage, etc.).

### Press Release

The DoD installation's public affairs office should prepare and distribute a press release to explain the purpose of the RAB and the time and location of the meeting. Depending on local media coverage of installation environmental issues, it may be appropriate to prepare a more extensive media packet of information to update the local media regarding installation restoration issues and activities.

### Initial RAB Information Meeting

The initial RAB information meeting should be sponsored by the DoD installation as

who attended the meeting, existing TRC members and/or to people identified on the installation's community relations mailing list.

### Converting a TRC to a RAB

If an installation already has a functioning TRC, it should be converted into a RAB instead of establishing a separate committee. Some of the tasks that need to be done to accomplish the conversion are: adding a community co-chair; increasing community representation; and making all meetings open to the public. The ultimate goal of the RAB is to improve communications among stakeholders and solicit input to be used in the decision process.

As a part of the initial member selection process, the DoD installation, with input from the EPA, as appropriate, and the state, should evaluate diversity of the current membership of the TRC. DoD membership should consist of 1 to 2 members. As a general rule, TRC members should be given preference for a seat on the RAB to preserve continuity and the "institutional history" of the restoration process. This should be balanced against the preeminent need to form a RAB truly representative of the community's diverse interests.

### Formulating the RAB

#### Ensuring Membership Diversity and Balance

RAB members should be identified by a selection panel, see "Selecting Community Members." The RAB should be comprised of members from the local community and representatives from DoD, the state, and EPA, as appropriate. Community members selected for RAB membership should reflect the diverse interests within the local community. RAB members should live/work in the affected community or be impacted by the restoration program. The following list of potential interests should be considered for representation on the RAB. This list is illustrative and not all inclusive. Each RAB should be developed to reflect the unique mix of interests and concerns within the local community.

- local residents/community members (including minorities and low income)
- local reuse committees
- Technical Assistance Grant (TAG) recipient
- current TRC members
- local government officials/agencies
- business community
- school districts
- installation employees/residents
- local environmental groups/activists
- civic/public interest organizations
- religious community
- other regulatory agencies

implementation of a fully functioning RAB will likely be a busy, challenging period. Although the length of time required to complete the transition to a RAB will vary from installation to installation, most RABs should set a goal to be in full operation within six months from the meeting to initiate RAB formulation. During this period of time the following key activities should be completed to ensure successful development and implementation of the RAB.

#### *Selecting Community Members:*

*Selection Panel.* The installation Commanding Officer (CO) in consultation with the state and EPA, as appropriate, should identify community interests and solicit names of individuals who can represent these interests on the selection panel. Once the selection panel nominees have been provided, the CO in consultation with the state and EPA, as appropriate, should review the selection panel nominations to ensure balance and diversity. If nominations represent the diversity of the community, they will become the selection panel. The panel should establish and announce the following items:

- procedures for nominating community RAB members
- process for reviewing community interest forms
- criteria for selecting community RAB members
- list of RAB nominees

*Final Selection:* RAB membership selection should be in an open and fair manner using the panel. The panel will evaluate interest forms and develop a nomination list for the CO. The CO, in consultation with the state and EPA, as appropriate, should review the list to ensure that nominees represent the diversity of the community. If the list lacks diversity, the CO will ask the selection panel to provide a revised list. A lack of diversity or balance is the only reason a list can be rejected.

The selection panel may want to contact those who expressed interest but not selected for RAB membership to thank them for their interest and willingness to participate in the RAB. A letter to them should explain selection criteria, why they were not chosen and should encourage them to attend and participate at the RAB meetings as members of the general public. Their interest forms should be kept on file for consideration when future membership openings occur.

Additions to and removals from the RAB can be made at any time the RAB deems necessary. Procedures for additions and resignations should be outlined in the operating procedures.

*NOTE:* DOD contractor personnel should not be RAB members. However, for community RAB members who have business interests, membership on the RAB should not limit ability to compete for contracts. All information provided the RAB members should also be made available to the general public.



## Developing a RAB Mission Statement

Each RAB should develop a mission statement that articulates the overall purpose of the RAB. The statement can be brief. For example, "The RAB mission should be to establish and maintain a forum with all stakeholders for the exchange of information in an open and interactive dialogue concerning the installation's restoration program."

## Developing RAB Operating Procedures

The RAB should develop a set of operating procedures. The operating procedures should include policies on attendance, meeting frequency, procedures for removing, replacing co-chairs and replacing/adding other members, membership and co-chair length of service, methods for resolving member disputes, process for reviewing and responding to public comments, and procedures for public participation.

## Training for RAB Community Members

Once selected, RAB members may need some initial orientation to enable them to perform their duties. The DoD installation should work with the state, EPA and environmental groups to develop methods to quickly inform and educate the RAB members to promote the rapid formation of a fully functioning RAB. This may be accomplished at initial RAB meetings or at special orientation sessions and may include the following:

- formal training sessions
- workshops
- informal briefings
- briefing booklets, past fact sheets, maps
- site tours

Technical support staff from state, federal, and local agencies that have involvement with restoration and reuse issues may be asked to attend RAB meetings to provide information in their areas of expertise and will be available to provide information and explanation to RAB members.

## Providing Administrative Support to the RAB

The DoD installation needs to ensure that adequate administrative support is made available to establish and operate the RAB. It is especially important to provide for ongoing administrative support for closing or closed installations. Administrative support will usually include the following:

- meeting facilities
- preparation of meeting minutes and other routine word processing tasks
- copying/printing of RAB documents, notices, fact sheets

meeting attendance. Representatives from the DoD, environmental regulatory agencies, and the community should attend all RAB meetings. This will aid in the operation of the RAB as a team.

If after selection, a RAB member is unable to fully participate, the RAB, using pre-established rules, should ask the member to submit his/her resignation in writing to either of the RAB co-chairpersons. Procedures for replacing/adding members should be decided by the RAB.

### Conducting the Meeting

Each meeting should have a purpose and an agenda. Because these meetings are open to the public, a translator should be provided where a large portion of the community is non-English speaking or hearing impaired. If the RAB deems that an outside facilitator is necessary, arrangements should be made accordingly.

### Nature of Discussions

DOD will consider all advice provided by the RAB whether consensus in nature or provided on an individual basis, including advice given that represents the minority view of members. However, because DOD does not intend for Federal Advisory Committee Act (FACA) requirements to apply to RABs, consensus is not a prerequisite for RAB recommendations. Each individual should provide advice as an individual, not as a group. At the same time, while consensus is not required or asked of the board members, in the natural course of discussions consensus may evolve.

### Format

The meeting format of the RAB will vary. The format will be dictated by the needs of the RAB. Generally, a basic format should include:

- review of "old" business
- presentation or update by project technical staff and RAB member discussions
- question/answer/input/discussion period for non-RAB community participants
- list of action items for the RAB members
- discussion of the next meeting's agenda

### Meeting Minutes

The RAB should prepare meeting minutes summarizing the topics discussed at RAB meetings. The minutes should be concise summaries of RAB meetings rather than verbatim transcripts to facilitate effective communication with the local communities. Before copies of the meeting minutes are distributed to existing members of the RAB and made available for public review, the co-chairs should review and approve them. These minutes should be

## Addressing Non-restoration Issues

Because RABs provides a direct channel for communication to the installation, community members may raise some non-restoration issues during RAB discussions. Although these issues may not be appropriate for discussion within the context of the RAB, DOD should be responsive to these concerns by referring them to the appropriate offices at the installation or to alternative forums more appropriate for the issue (i.e., at closing installations, non-restoration issues should be referred to the local Reuse Committee, the Base Transition Coordinator, or the BRAC Cleanup Team).

## IV. ROLES AND RESPONSIBILITIES

### Department of Defense Installation Co-Chair

1. The DoD installation co-chair should coordinate with the community co-chair to prepare and distribute an agenda prior to each RAB meeting. If the RAB will address restoration related to base closure activities, the DoD and community co-chair should coordinate with the BRAC Cleanup Team, the Base Transition Coordinator, and the reuse committee.
2. The DoD installation co-chair should ensure that DoD participates in an open and constructive manner.
3. The DoD installation co-chair should attend all meetings and ensure that the RAB has the opportunity to participate in the restoration decision process.
4. The DoD installation co-chair should ensure that community issues and concerns related to restoration are addressed when raised.
5. The DoD installation co-chair should ensure documents distributed to the RAB are also made available to the general public.
6. The DoD installation co-chair with assistance from the RAB should ensure that an accurate list of interested/affected parties is developed and maintained.
7. The DoD installation co-chair should provide relevant policies and guidance documents to the RAB in order to enhance the RAB's operation.
8. The DoD installation co-chair should ensure that adequate administrative support to the RAB is provided.
9. The DoD installation co-chair should refer issues not related to restoration to appropriate installation official for them to address.

2. The state member should serve as an information, referral and resource bank for communities, installations and agencies regarding installation restoration.
3. The state member should review documents and other materials related to restoration.
4. The state member should ensure that state environmental standards and regulations are identified and addressed by the DoD installation.
5. The state member should facilitate flexible and innovative resolutions of environmental issues and concerns.
6. The state member should assist in education and training for the RAB members.

#### U.S. Environmental Protection Agency (EPA) Member

1. The EPA member should attend RAB meetings.
2. The EPA member should serve as an information, referral and resource bank for communities, installations and agencies regarding installation restoration.
3. The EPA member should facilitate flexible and innovative resolutions of environmental issues and concerns.
4. The EPA member should ensure that federal environmental standards and regulations are identified and addressed by the DoD installation.
5. The EPA member should assist in education and training for the RAB members.

#### BRAC Cleanup Team (BCT) at Closing Installations

1. - The BCT should maintain a close working relationship with other members of the RAB.
2. The BCT should provide timely and accurate information to the RAB.

**RESTORATION ADVISORY BOARD (RAB)**

*(name and location of installation)*

*(add site-specific logo if available)*

**Background**

At *(name of installation)* the *(name of service)* will be pursuing installation restoration activities as part of the Department of Defense's Installation Restoration Program (IRP). *(Provide a brief description of the restoration activities projected at the installation.)*

**What is a RAB?**

The RAB is an advisory body designed to act as a focal point for the exchange of information between *(name of installation)* and the local community regarding restoration activities. The RAB is intended to bring together community members who reflect the diverse interests within the local community, enabling the early and continued two-way flow of information, concerns, values, and needs between the affected community and the installation.

RAB members will be asked to meet regularly and review and comment on technical documents and plans relating to the ongoing environmental studies and restoration activities at *(name of installation)*. Members will be expected to serve as a liaison with the community and be available to meet with community members and groups. Membership terms will be decided by the RAB. All RAB meetings will be open to the public. Technical support staff will be available to provide informational support and explanation to RAB members.

**How to Become a RAB Member**

Community members interested in finding out more about the RAB are invited and encouraged to attend a community meeting that *(name of installation)* will conduct on *(date and time)*. At the meeting, you will learn about the purpose of the RAB, membership opportunities and responsibilities, and hear an update on the status of installation restoration activities and future plans. RAB membership applications will be available at the community meeting. The community meeting will be held at the following address:

*(List location, address, date, and time of meeting)*

If you have questions about the RAB or are interested in applying for RAB membership, community interest forms may also be obtained by contacting:

*(List name, title, address, and telephone number of contact)*

All Community Interest Forms must be received by *(deadline for forms)*. Forms will be reviewed and approved by the selection panel. The selection panel is organized by the Commanding Officer of *(name of installation)*. The selection panel members are representatives from the DoD installation, state, community and EPA, as appropriate.

PUBLIC NOTICE  
(name of installation)  
Formation of Restoration Advisory Board  
Membership Solicitation

The Department of Defense recognizes the importance of stakeholder participation for Installation Restoration Programs (IRP). Therefore, (name of installation) is announcing the establishment of a Restoration Advisory Board (RAB). The RAB is intended to improve public participation by involving the community in the restoration decision-making process.

The existing Technical Review Committee (TRC) will be modified to become a RAB. The RAB will include community members who reflect the diverse interests of the local community. RAB members will be asked to review and comment on plans and activities relating to the ongoing environmental studies and restoration activities at (name of installation). RAB members will have the opportunity to provide input on activities that will accelerate the restoration. Members will also be expected to serve as a voluntary liaison between the community and the RAB and be available to meet with community members and/or groups. RAB meetings will be open to the public.

Community interest forms can be obtained by contacting:

*(List name, title, address, and telephone number of contact(s))*

Members will be expected to serve a one- to two-year term and attend RAB meetings regularly. Forms will be reviewed and approved by the selection panel. The selection panel members will be representatives from the (name of installation), (name of state environmental agency), the community, and the U.S. Environmental Protection Agency, as appropriate. To qualify, interested parties must be local residents of (name of cities or counties) that are impacted/affected by (name of installation).

The initial RAB information meeting will be held:

*(list location, date, and time of meeting)*

For additional information, please contact (name, address, and telephone number of contact).

COMMUNITY INTEREST FORM FOR  
(NAME OF INSTALLATION) RESTORATION ADVISORY BOARD

Conditions for Membership:

Restoration Advisory Board (RAB) members are volunteering to serve a term and attend all RAB meetings. Duties and responsibilities will include reviewing and commenting on plans and activities associated with the Installation Restoration Program at *(name of installation)*. Technical experts will be made available to the RAB. Members will be expected to be available to community members and groups to facilitate the exchange of information and/or concerns between the community and the RAB. RAB community members can expect to devote approximately *(number of hours/days)* per year to support the RAB.

Priority for RAB membership will be given to local residents that are impacted/affected by the *(name of installation)*.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Apt.# City State Zip

Phone: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Daytime Home Fax

1. (OPTIONAL) Are you affiliated with any group related to restoration or base closure activities? If yes, list the group and your position, if applicable.
2. Briefly state why you would like to participate on the RAB.
3. What has been your experience working as a member of a diverse group with common goals?