

ROCKY FLATS STEWARDSHIP COUNCIL

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Jefferson County -- Boulder County -- City and County of Broomfield -- City of Arvada -- City of Boulder
City of Golden -- City of Northglenn -- City of Westminster -- Town of Superior
League of Women Voters -- Rocky Flats Cold War Museum -- Rocky Flats Homesteaders -- Ken Foelske

Board of Directors Meeting – Agenda

Monday, October 2, 2006, 8:30 AM – 12:00 PM
Jefferson County Airport, Terminal Building
11755 Airport Way, Broomfield, Colorado

- 8:30 AM Convene/Agenda Review
- 8:35 AM Business Items
1. Consent Agenda
 - Approval of September 11, 2006, Meeting Minutes
 - Approval of Checks
 2. Executive Director's Report
- 8:45 AM Public Comment
- 8:55 AM FY 07 Budget – Initial Review (briefing memo attached)
- At the November meeting the Stewardship Council will need to approve the fiscal year 2007 budget.
 - At this meeting the Board will review the draft budget. Formal budget hearings will take place at the November meeting.
- 9:10 AM Briefing/Discussion on CAD/ROD and Post-Closure Regulatory Agreement (briefing memo attached)
- The Corrective Action Decision/Record of Decision (CAD/ROD) is the legal document that certifies that the cleanup was carried out in compliance with all applicable and relevant laws and regulations. Through this process the CAD/ROD documents the final remedy for the site.
 - The post-closure regulatory agreement, called the Rocky Flats Legacy Management Agreement (RFLMA), establishes the regulatory framework for implementing the cleanup and ensuring that the cleanup remains protective of human health and the environment. The RFLMA also serves as the formal mechanism to enforce post-closure regulatory requirements, including monitoring and maintenance requirements.
- 10:10 AM Host Legacy Management Quarterly Meeting (briefing memo attached)
- Legacy Management (LM) will brief the Stewardship Council on site activities for the second quarter of 2006, April through June.

- LM has posted the lengthy (282 pages) second quarter report on their website and will provide a summary of activities to the Stewardship Council.
- Site activities include surface water monitoring, groundwater monitoring, air monitoring, ecological monitoring, and site operations (inspections, maintenance, etc.).

- 11:10 AM Begin Discussing Outreach Plan (briefing memo attached)
- The 2006 Stewardship Council work plan identifies the need to develop and implement mechanisms to keep the general public informed about the Stewardship Council's work and site activities. Options identified in the work plan include periodic newsletters and/or annual reports and email updates.
 - At this meeting the Board will begin developing the outreach plan. The conversation will likely continue at the November meeting.

11:25 AM Public comment

- 11:30 AM Updates/Big Picture Review
1. Executive Director
 2. Member Updates
 3. Review Big Picture

EXECUTIVE SESSION

Adjourn

Next Meetings: November 6, 2006
 February 5, 2007

Business Items

Consent Agenda

- September 11, 2006 draft board meeting minutes
- List of Stewardship Council checks

FY 07 Budget – Initial Review

- Cover memo
- Copy of draft FY 07 budget
- Approved FY 06 budget

Rocky Flats Stewardship Council Board Meeting Minutes
Monday, September 11, 2006
8:30 a.m. – 11:30 a.m.
Jefferson County Airport, Broomfield

Board members in attendance: Shaun McGrath (Director, Boulder), Lori Cox (Director, Broomfield), Jo Ann Price (Director, Westminster), Ron Hellbusch (Alternate, Westminster), Lorraine Anderson (Director, Arvada), Clark Johnson (Alternate, Arvada), Kate Newman (Alternate, Jefferson County), Karen Imbierowicz (Director, Superior), Ben Pearlman (Director, Boulder County), Jane Uitti (Alternate, Boulder County), Bob Nelson (Alternate, Golden), Shari Paiz (Director, Northglenn), David Jeannette Hillery (Director, League of Women Voters), David Allen (Alternate, Northglenn) Ken Foelske (Director), Marjory Beal (Alternate, League of Women Voters), Kim Grant (Director, Rocky Flats Cold War Museum), Roman Kohler (Director, Rocky Flats Homesteaders).

Stewardship Council staff members and consultants in attendance: David Abelson (Executive Director), Rik Getty (Technical Program Manager), Barb Vander Wall (Seter & Vander Wall, P.C.), Erin Rogers (consultant), Jennifer Bohn (accountant).

Members of the Public: Marion Galant (CDPHE), Carl Spreng (CDPHE), Mark Aguilar (EPA), Mark Sattleberg (USFWS), Frazer Lockhart (DOE), Scott Surovchak (DOE), Ray Russell (Russell/West), Mary Lindsey (City of Westminster), Scott Verstandig (DOE-LM), Susan Vaughan (League of Women Voters), Scott Raynes (Source One/DOE-LM), David Shelton (Shelton Environmental), Bob Darr (DOE/Stoller), Rich Schassburger (DOE-RF), Larry Kimmel (EPA), Shelley Stanley (City of Northglenn), Linda Kaiser (Stoller), Mike Butherus (Stoller), John Rampe (DOE-RF), Doug Hansen (Stoller), Mike Owen (DOE-LM), Jeanette Alberg (Senator Allard), Joe Legare (Stoller), John Boylan (Stoller), Shirley Garcia (Broomfield), George Squibb (Stoller).

Convene/Agenda Review

Chair Lorraine Anderson convened the meeting at 8:35 a.m. She led the group in a moment of silence on the five-year anniversary of the September 11, 2001 attacks. Lorraine then offered a special welcome to Mike Owen, Director, DOE Office of Legacy Management.

Business Items

1) **Consent Agenda** – Bob Nelson moved to approve the consent agenda. The motion was seconded by Lori Cox. The motion passed 12-0.

2) **Executive Director's Report** - David Abelson reported on the following items:

- David announced that the next three meetings will be very busy and may be slightly longer than usual. Next, he gave an overview of the topics for the upcoming meetings. Today, the Board will be discussing the Proposed Plan. Rocky Flats modified the standard CERCLA cleanup process by performing interim cleanup actions first, then

preparing the Proposed Plan, and then issuing the Corrective Action Decision (CAD)/Record of Decision (ROD). At most sites, the Proposed Plan and CAD/ROD precede cleanup. The CAD/ROD will be issued in late October or early November, followed by the preparation of a Post-Closure Regulatory Agreement, and a Long Term Surveillance and Maintenance Plan (LTSMP).

At the Stewardship Council's October meeting, topics will include the CAD/ROD and the post-closure regulatory agreement. In November, the group will begin looking at the LTSMP.

There will be a lot of information presented to the Stewardship Council members during these next few months, and staff will continue to use email as needed, and in between meetings work with Board members one-on-one to address issues or concerns.

- The Stewardship Council's grant from DOE was issued August 1st. It was a very laborious process. Certain assurances from DOE turned out not to be correct, and the Stewardship Council almost ran out of funding at one point. However, everything was worked out in the end. The total grant was approximately \$395,000.
- The Stewardship Council agreed to conduct final audit for the Coalition, and money was provided to the Stewardship Council for this purpose. Later in the meeting, there will be a presentation of audit results and the Council will be asked to formalize their acceptance of this audit.
- David is finalizing edits of the Coalition history report. He is still able to incorporate information, so everyone was encouraged to pass along anything they would like included.
- After the Coalition decided not to send members to Washington, D.C this fall, David was tasked to work with the Executive Committee to determine whether it made sense for him to go instead. The committee decided to send him and he leaves tomorrow. The purpose of the visit will simply be to meet with relevant parties to provide an overview of the Stewardship Council's mission, and introduce them to the new group.
- At the May meeting, the Stewardship Council determined that it should focus on developing an outreach plan during late summer or early fall. David sent out an e-mail with some initial ideas, but received no feedback. He would like to find out who is interested in working on outreach, and what kind of time they could devote to it. Also, he would like to find out what kind of existing systems that member organizations may already have in place which could be used by the Stewardship Council to share information with their constituents. David has allotted time at the October meeting for brainstorming on these issues.
- David distributed a quarterly finance report to the Stewardship Council for review. He acknowledged that it was a bit outdated. In the future, David will e-mail these updates if the Stewardship Council meetings are far apart. He also asked for feedback from the

Stewardship Council in the event they would prefer an alternate schedule for these updates.

Public Comment

There were no comments.

Receive Coalition 2005 and 2006 Financial Audits

As part of the transfer of assets from the Rocky Flats Coalition, the Stewardship Council agreed to conduct audits of the Coalition's 2005 and 2006 finances. Auditor Ray Russell reported that he found no indications of lack of internal control, and no conflict of accounting principles that would be considered improper. During the timeframe that he reviewed, the Coalition did switch to a different accounting standard, but no problems were found. Lori Cox moved to accept the audit. The motion was seconded by Jeannette Hillery. The motion passed 12-0.

A review of the groundwater treatment systems was next on the agenda, but the presenter was not yet at the meeting, so the order of the agenda items was changed.

Stewardship Council Discussion with DOE-LM Director Mike Owen

Mike Owen opened his remarks by noting that he had hoped to be able to visit with the Stewardship Council sooner. He said he was glad to be able to work with the Stewardship Council and maintain a close liaison. He noted that most of the group already knew Scott Surovchak, DOE-LM's Rocky Flats manager, but introduced him to those who did not. Mike said his primary mission today was to listen, to hear what is on the mind of the Stewardship Council, and also to see how the Stewardship Council works and who is on it.

DOE-LM is scheduled to receive full jurisdictional control of Rocky Flats from DOE-EM soon. However, this may be delayed by Congressional budget issues. LM is excited about what has been accomplished at Rocky Flats, and where it is today. Mike said he is a firm believer that the correct things were done here, and that, to a large extent, Rocky Flats is a success story. He does not think any major problems will arise, and that the site will only improve and perfect itself, while working some things out. He said LM has not met resistance in Congress over any budget requests, and that his office has received everything it asked for. He mentioned that DOE-LM is also close to completing work at the Fernald and Mound site. In closing, he said that he is very excited to work with local government representatives, as he thinks they are very important in moving forward with plans for the site. He opened the discussion for questions from the Stewardship Council.

Jo Ann Price noted that downstream communities have some important concerns about long-term monitoring, and they hope to continue to work well with Mr. Owen and DOE-LM. She asked if Mr. Owen knew what kind of schedule DOE-LM would be using for public updates. Mr. Owen responded that they are here to serve the taxpayers, and that the flow of information is important. He added that LM sees this group as readily-organized forum, and that they will

continue to maintain as much public communication as possible and be as forthcoming as possible. LM hopes to work through this group as much as possible, but with others as well.

Jeannette Hillery stated that one of the concerns of the League of Women Voters is the insurance of funding for stewardship activities. She asked if Rocky Flats is really going to continue to receive enough funding to conduct ongoing monitoring. Mr. Owen pointed out that one of the reasons the LM office was created was to continue to highlight the need for long-term monitoring of these sites and ensure it did not become buried within another layer of government and go unnoticed. The LM budget goes to Congress on equal footing with EM and is very visible, so it would be hard for these monies to disappear. Even the LM outyear requests have been honored. Having the LM budget stand alone has been real eye opener for Congress to show what the expenses and obligations really are.

Lori Cox noted that she appreciates the ready flow of information. She added that a few communities in this organization are touched uniquely by the impact of Rocky Flats, due to their location downstream. She asked for an LM commitment to continue two information-sharing opportunities: 1) Quarterly data exchange meetings (she noted that the technical aspects of this data are very important) and 2) periodic notifications of anything that may affect water coming downstream, even relatively simple things, so the cities can account for any anomalies in a timely manner. Lori noted that these requests are not new, but she would like commitment to continue them. Mike Owen responded that her requests sounded reasonable and that LM should be able to make available what is useful to the communities.

Ron Hellbusch discussed mentioned the Woman Creek Reservoir Authority (WCRA). He conveyed to Mr. Owen that the WCRA is a related organization that he has heard from and will hear more from, as it intends to be very much involved with both the Stewardship Council and LM. He also echoed the previous comments about downstream concerns and priorities. Mr. Owen confirmed with Ron which entities are represented on the WCRA and which Stewardship Council members are part of the WCRA.

Shaun McGrath asked Mr. Owen to what degree DOE sees the Rocky Flats Coalition of Local Governments and Stewardship Council as models for stakeholder involvement. He also asked if DOE-LM would be inviting the Stewardship Council's Executive Director to present at other cleanup sites. Mr. Owen responded that David is very visible in Washington and has helped other sites quite a bit, but that different communities are organized differently. Senator Allard introduced concept of the LSO in legislation, and mentioned Rocky Flats, Mound and Fernald. Other sites are going about public involvement in a different way, but Rocky Flats has certainly been an example. Some sites are very small and do not have much going on. He said he would be prepared to allow this to serve as a model for other sites if this is how they would like to go about it. However, he did note that Rocky Flats is a somewhat unique site with regard to its history of involvement. He also mentioned that at Mound the local community wants LM off the site as soon as possible because they want to redevelop.

Clark Johnson asked about LM immediate and long-term challenges at Rocky Flats. Mr. Owen said the immediate challenge was to work through all the details of final regulatory closeout. This step is enormous and the pace will increase this fall. As for the long-term challenges, five

years from now LM anticipates they will continue along their current trajectory. If successful the Stewardship Council will need to meet less frequently, perhaps two times per year. That would be a success to him.

Jo Ann Price said she supports Lori's comments about having data exchange meetings separate from Stewardship Council meetings. She noted this was a commitment from Ray Plieness, DOE-LM. Mr. Owen responded that Ray's commitment is his commitment, and will remind him of that when he sees him in Grand Junction this week.

Kim Grant mentioned that Mr. Owen may be aware of the Rocky Flats Cold War Museum's efforts to preserve the history of Rocky Flats. He added that all weapons complex sites have remarkable stories to tell and he encouraged Mr. Owen to support their efforts. Kim also noted the recent creation of a Museum and Visitor Center Network. Mr. Owen responded that he was aware of the organization, that he received a copy of their recent letter from Frazer Lockhart, and that he will have open ears in order to determine where they have common interests. He noted that some of issues in the letter were encouraging to him versus some of what was being discussed earlier.

Briefing on Maintenance Work on Groundwater Treatment Systems

Lorraine Anderson introduced this topic by pointing out how important groundwater treatment and monitoring are. All monitoring results – both surface water and groundwater – are key indicators in showing the effectiveness (or lack thereof) of the cleanup efforts.

Scott Surovchak provided a brief introduction to the presentation and pointed out that both surface and groundwater are both important in terms of monitoring. He added that the site has been issuing monthly reports and they have been very busy doing maintenance work. Recently, DOE completed road improvements for bad weather conditions, so site personnel now have access to the site in any weather. Also, they did some maintenance on the Mound groundwater treatment system to replace the treatment media, which had lasted eight years. Similarly, they conducted repairs on the Solar Ponds groundwater treatment system, where plumbing problems were found. He said the valving used when the system was installed was probably not the best choice, but as a result of the repairs they have very good flow now, and will probably have some discharge samples this week.

Scott introduced the site's groundwater program manager, John Boylan, to deliver the presentation. John explained that there are four groundwater treatment systems in place at Rocky Flats -- East Trenches, Present Landfill, Mound and Solar Ponds. He said he would briefly discuss some repairs to the Mound treatment system and provide an extensive overview of some significant work on the Solar Ponds system.

The Mound treatment system was the first of its kind installed in the world. It was installed in 1998, and funded in part by EPA. It treats VOCs from the Mound Site Plume. The East Trenches treatment system was installed in 1999 and treats VOCs from the East Trenches Plume. The Present Landfill System also treats VOCs. The Solar Ponds treatment system was installed in 1999 and treats both VOCs and nitrates from the Solar Ponds Plume.

In April/May 2005, a storm drain trench was tied into the Mound treatment system intercept trench, and the flow into the treatment system increased by about ten-fold. In late-2005 and early-2006, the site began to notice signs that the media was becoming plugged and the effluent began to show detections of VOCs. A decision was made to replace the media, which was done in July and August of this year. They also installed an instrumentation vault which enhances the maintenance of the system and measures flow rates and water pressure. John showed several photos of the project.

John then showed photos taken during installation of the Solar Ponds treatment system in 1999. He explained how there are two cells in this treatment system. The first cell contains sawdust and iron filings to treat nitrates. The second cell is filled with pea gravel and iron filings to treat uranium. Just prior to site closure, water backed up in the west cell and interceptor trench. Kaiser Hill reconfigured the valves to bypass the plugged east cell. After these actions, nitrate and uranium concentrations increased. Kaiser Hill replaced the treatment media in the east (uranium-treating) cell in September 2005. Uranium concentrations returned to acceptable levels, but the nitrates remained elevated.

DOE-LM came in and inspected the valve configuration. Only two of the five were accessible, and they were not in the proper configuration. LM corrected the configuration on these two valves. However, despite the corrections, nitrate values remained high, suggesting a possible plumbing problem. LM assembled multi-disciplinary team, including the site hydrogeologist, an LM treatment system expert, and a microbiologist working with nitrate treatment. This group developed a set of recommendations, which included performing a valve test, inspecting media and plumbing, and performing treatability studies to investigate more robust media.

These investigations found broken influent lines, leaking valves, and pipe penetrations that were not adequately sealed. They found that the media was still effective and functional (not plugged). John reviewed a long list of plumbing repairs that were made. Following these numerous repairs, the system is refilling now. Flow should resume this week and then samples will be taken. Results will be available on 24-hour turn-around time, rather than the normal 28-day cycle. They will sample twice weekly until a trend develops. These results will be included in the report for the third calendar quarter. John also showed the group a series of before and after photographs of the work that was done.

Jo Ann Price asked if the site thinks it will be able to meet the water quality standards in 2009 when the temporary standards are set to expire. John Rampe (DOE) explained that the temporary modification is set at 100 mg/l, which is the irrigation standard. The drinking water standard is 10 mg/l. DOE had asked the Water Quality Control Commission to leave temporary standards in place for Rocky Flats until 2009. This request was granted in order to give the site time to see if residual contamination will be washed out by then. At this point, it is too early to tell. John Boylan said that the site discovered they had not been treating all of the water leaving the site, so there is a good chance now that levels will go down. Scott Surovchak said they are still seeing discharge from the gallery, and some concentrations still high, so it will take some time to flush out.

David Abelson pointed out that two separate issues were being mingled in the discussion. The first question is whether the treatment system is working as designed. Secondly, there is a separate issue of the discharge gallery. Because of where the Solar Ponds treatment system was sited (due to Preble's Meadow Jumping Mouse habitat concerns), there is a pocket of water that is not treated, which then mixes with treated water. Therefore, there is an issue about whether the site can still meet the standard given this untreated source. Scott pointed out that since the site was closed, the flow in the streams is orders of magnitude lower than it was before, which also makes it more likely to see higher levels.

Lorraine Anderson asked if the standards do become stricter, if the site will look to meeting new standards that might be developed in the future. John Boylan responded that the site will have to meet whatever standards are included in the regulatory agreement. Lorraine also asked how the site will use lessons learned from these treatment system repairs to make sure the same problems are not repeated. John noted that they had put in proper valves this time. They also needed to account for settling, so the replacements are flexible pipe. The addition of a flow meter at influent and effluent locations will help the site better monitor performance. Also, the backfill is also now compacted as much as possible, and the pipes are now lighter because they do not have cast-iron valves.

Karen Imbierowicz thanked John for the helpful presentation. She asked at what point DOE would look for another possible source of contamination. Scott answered that it was not an issue of separate contamination source. The site has always known that this part of plume was not recoverable. They will see what data says and then move forward. Rik Getty pointed out that in looking back over six years of data, the nitrate levels have not yet stabilized, and are still going up slightly. Scott said they will continue to monitor to see if levels go down. They had planted some trees along the area where this water was discharged at the gallery, but they all died because it was too dry. This year, they will also try bare root plantings, as the previous effort had used cuttings. They would like to create a wetland area, which will polish the effluent and further reduce nitrates.

Ron Hellbusch asked if Scott would continue to work with the Water Working Group and water users. He said the issues being discussed become wastewater discharge issues for the downstream communities. Scott asked Ron what standards the cities have to meet. Ron said he did not know the specifics. Scott said they are not seeing nitrates at Points of Compliance.

David Allen said that he echoed Lorraine's concerns about preventing this from happening again. He asked if the site will be able to access the new valves from the surface. John Boylan said they can operate the valves from surface, but they cannot access them physically. David asked if there were groundwater monitoring wells beyond plume to ensure it does not expand. John said that there were a few monitoring wells outside the plume. Scott added that others included Points of Evaluation and Points of Measurement. Finally, David asked what the site would do if they found the plume expanding. John responded that they are required to consult with the regulators if that happens.

Discussion of Proposed Plan and Approval of Board Policy on Plan

David Abelson said that the goal for this agenda item was to approve comments on the Proposed Plan. The comment period closes Wednesday, September 13th. The draft comment letter in the Board packet incorporates comments already received on prior drafts.

The Stewardship Council is trying to walk a thin line with regard to the Solar Ponds groundwater treatment system. The organization needs to at least question whether the regulators can say that the site has met all regulatory requirements at the time of closure if there are still questions about the treatment system effectiveness. With these recommendations, the Stewardship Council is also flagging the question of what happens if the nitrate standards will not be met in 2009. This issue is important as we do yet not know if the repaired system will work properly. There is also the issue of the untreated area of contamination that may factor into whether the site can meet the standards.

David said that all of the other issues were fairly straightforward. One recent change in the comment letter relates to the fact that not all of the treatment systems are on lands that DOE will retain. While this is not a new issue, David added a statement in the letter that the roles and authority of USFWS and DOE need to be clarified in this regard.

David also directed the group to the third paragraph on Page 6. This section addresses a change in the positions of Broomfield and Westminster related to discharging water from the retention ponds. The letter was modified to highlight this position change and add that the Stewardship Council supports this revised position.

Jo Ann Price brought up the issue of fencing around the DOE-retained lands. She pointed out a need to make a clarification between legal requirements and risk management. She said it is very important that the fence always be maintained. David said this issue is addressed on Page 4 of the letter. He provided some history of the discussion of a need for a fence. In the bill designating Rocky Flats as a wildlife refuge, at closure all land will be transferred to USFWS, except for those areas that DOE needs to retain to meet its post-closure responsibilities. Shortly after the passage of the Refuge Bill, DOE started discussing the idea of retaining one vast area of land to manage rather than several individual areas. Accordingly, the purpose of the fence was simply to delineate the border between DOE lands and USFWS lands, not to create a barrier to protect human health and the environment. Now people are asking the question of whether the fence is part of the remedy.

John Rampe explained that in order for an action to be required by the ROD, it must be directly related to something remaining at site. All of the planned institutional controls are directly derived from current conditions. There are no conditions at the site that mandate the need for a fence. DOE knows there is a concern about this issue, and agrees it makes sense to put one up. Therefore, a fence is included in the plan, but it will not be a requirement. If someone were to cross the fence, there is no safety risk. Jo Ann asked who has to maintain the fence. Scott Surovchak said that DOE-LM will.

Lorraine Anderson asked what the risk would be if the fence fell down. Ron Hellbusch said that the sampling stations and monitoring facilities are absolutely critical and need to be protected using a fence among other things. If the fence is damaged, and monitoring facilities are compromised, downstream communities will not have important data they need. He added that some of the monitoring facilities are not even within the proposed fence, and they also need to be protected. Carl Spreng said he agreed with Ron about the need to protect the monitoring equipment, and pointed out that the State has some specific regulations that are used to protect remedies. Carl is not sure what level of security will be necessary, but the State will write requirements as needed. For now, signs will be required, and DOE will still erect a fence. Frazer Lockhart noted that the Proposed Plan includes signs as part of the regulatory requirements, and since the signs need to hang on something, DOE is using this to show a need for fencing. He added that a fence will not protect against many other risks to the remedies, such as fire or small rodents, which instead require an onsite presence. Scott Surovchak said that this daily presence is what will really protect the remedies, and that there will probably be better security for these areas in the future than during site operations. Also, the decreased water flow onsite will mean less risk. Scott believes the biggest benefit of a fence will be to keep out damaging wildlife.

Lorraine asked Ron if the draft recommendations were sufficient to address his concerns. Ron said he appreciated and agreed with the intent of DOE and the regulators, but asked where it will be documented. Carl Spreng said it will be documented in an attachment to the post-closure regulatory agreement. Ron said he was trying to be cooperative and make this work, but would like to include a reference to what Carl said in the comment letter. Carl explained that part of the post-closure agreement is an attachment that lists monitoring and maintenance activities, and one of these is physical controls. Jo Ann Priced moved to incorporate a reference to fencing requirements in the post-closure agreement attachment into the letter. There was no second. David pointed out that page 4 of the letter clearly refers to ‘disturbing remedies’ and also references layered controls. He said he could look for a place in the letter to put this provision, but it would be calling for something that is already legally required. Jo Ann still thinks it needs to be added. David said he would add this statement.

Jeannette Hillery suggested that Jo Ann’s concern could be incorporated on Page 3, in the second to last paragraph. The language could read “...and that DOE must agree to maintain the fence”. John Rampe clarified that the attachment being discussed is part of the post-closure regulatory agreement and not the CAD/ROD. That agreement and the attachment will be put out for public comment period. David then offered a suggestion.

Kim Grant moved that the letter be amended as suggested by David, and that the Stewardship Council approve the letter. The motion was seconded by Lori Cox. The motion passed 12-0.

Public Comment

There were no comments.

Updates/Big Picture

David Abelson noted that the October and November Stewardship Council meeting agendas will be very busy and may go longer than usual. He said he hoped all Directors can attend.

David also said that DOE wants to use this forum to share monitoring data, but that city staffers could meet for more technical discussions at a separate time. Lori Cox asked whether this would make it less likely that LM would be willing to meet separately with the technical staff. David said this depends on who you ask. Mike Owen said earlier in the meeting that LM wants to work with the local governments, so it should not be a problem. Lori added that Broomfield will stand firm on their desire to hold quarterly technical data exchange meetings, and if a public meeting is intended to replace these meetings, Broomfield would not support this format. Lorraine Anderson suggested that the Stewardship Council try the process as DOE is suggesting and then give feedback on the format and any additional needs.

David Allen pointed out that DOE previously said they had no problem having a technical meeting immediately following the public meeting and asked why this format could not be used. Jo Ann stated that these technical meetings are much more than just a few people. Scott Surovchak said he thought this was really not a problematic issue. He said that John Boylan's report consisted of more data than is usually given at the quarterly data exchange meetings. David noted that he was sensing a change in DOE's position based on what he had heard that morning, and that there is a question about the level of detail that would be required at each meeting. Bob Darr said that a data report will be issued several weeks prior to the public meeting, so there will be ample time to address any technical questions prior to the meeting. He added that DOE will be happy to sit down and answer any questions if they come up. Lorraine suggested that the group try having a data overview at the Stewardship Council meeting with the technical staff meeting afterwards, and then the Stewardship Council will provide feedback on the process.

Karen Imbierowicz asked about the issue of whether regulatory closure should be recommended if the solar ponds treatment system is not functional at the time of closure. David said this will be discussed at next couple of meetings.

Kim Grant announced an October 28 event at which the Rocky Flats Cold War Museum will be receiving a donation of the teepee that was used to barricade the site during one of the organized protests. The Museum will also be conducting a fundraising event at the proposed museum site/Building 60 at this event. He noted that the RFCWM is not endorsing this particular movement, but is happy to receive artifact of historic importance and hopefully receive some donations.

David reviewed the Stewardship Council's Big Picture schedule for the upcoming meetings.

October 2 -- Potential Business Items:

- Review draft 2007 Stewardship Council budget
- Discuss Stewardship Council staffing needs (Executive Session)

October 2 -- Potential Briefing Items:

- Host LM quarterly meeting – if board approves
- Briefing on CAD/ROD
- Briefing on post-closure regulatory agreement
- Begin discussing outreach plan

November 6 -- Potential Business Items:

- Hold 2007 budget hearings and approve budget
- Continue staffing discussion

November 6 – Potential Briefing Items:

- Long-Term Surveillance and Maintenance Plan
- Briefing on Rocky Flats Cold War Museum
- Continue discussing outreach plan
- 2007 Work Plan

February 2007 – Potential Briefing Items:

- Annual review of Stewardship Council activities
- Host LM quarterly public meeting
- Briefing on EPA delisting
- USFWS updated on Rocky Flats Refuge

The meeting was adjourned at 11:45 a.m.

Respectfully submitted by Erin Rogers.

9:03 AM

09/20/06

Rocky Flats Stewardship Council Check Detail August 29 through September 20, 2006

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check		8/31/2006		CASH-Wells Fargo-Operating		-2.00
				Admin Services-Misc Services	-2.00	2.00
TOTAL					-2.00	2.00
Check	1079	9/10/2006	Jennifer A. Bohn	CASH-Wells Fargo-Operating		-862.50
				Accounting Fees	-862.50	862.50
TOTAL					-862.50	862.50
Check	1080	9/10/2006	Crescent Strategies, LLC	CASH-Wells Fargo-Operating		-9,908.52
				Personnel - Contract	-8,900.00	8,900.00
				TRAVEL-Local	-70.76	70.76
				Telecommunications	-204.54	204.54
				Subscriptions/Memberships	-39.99	39.99
				Misc Expense-Local Government	-126.33	126.33
				TRAVEL-Out of State	-348.60	348.60
				Printing	-218.30	218.30
TOTAL					-9,908.52	9,908.52
Check	1081	9/10/2006	Energy Communities Alliance	CASH-Wells Fargo-Operating		-950.00
				Subscriptions/Memberships	-950.00	950.00
TOTAL					-950.00	950.00
Check	1082	9/10/2006	Qwest	CASH-Wells Fargo-Operating		-26.86
				Telecommunications	-26.86	26.86
TOTAL					-26.86	26.86
Check	1083	9/10/2006	Qwest	CASH-Wells Fargo-Operating		-75.67
				Telecommunications	-75.67	75.67
TOTAL					-75.67	75.67

ROCKY FLATS STEWARDSHIP COUNCIL

P.O. Box 17670
Boulder, CO 80308-0670
www.rockyflatssc.org

(303) 412-1200
(303) 412-1211 (f)

Jefferson County -- Boulder County -- City and County of Broomfield -- City of Arvada -- City of Boulder
City of Golden -- City of Northglenn -- City of Westminster -- Town of Superior
League of Women Voters -- Rocky Flats Cold War Museum -- Rocky Flats Homesteaders -- Ken Foelske

MEMORANDUM

TO: Board
FROM: David Abelson
SUBJECT: Draft 2007 budget
DATE: September 20, 2006

In accordance with Colorado law, attached for your review is the first draft of the Stewardship Council's fiscal year 2007 budget. I have scheduled time at the meeting for you to discuss and modify as necessary this draft. As a unit of local government under the Colorado Constitution, the Stewardship Council must hold budget hearings prior to adopting a final budget. The budget hearings will be held at the November meeting.

The draft budget (attached) tracks the current 2006 budget (attached). The primary difference between 2006 and 2007 is that the 2007 budget is for 12 months while the 2006 budget was for 9-10 months, depending on the category. As a result the annual budget for some budget items has remained unchanged or has increased despite the fact that the monthly budget has decreased. For example, the monthly budget for "Personnel" has decreased from \$10,000 per month to \$9000 per month; the annual budget, however, has increased by \$8000 because the 2006 budget item was for 10 months and the 2007 budget is for 12 months.

A comparison of the 2006 and 2007 budgets follows. Please let me know what questions, if any, you have.

BUDGET CATEGORY	CHANGE FROM FY 2006
------------------------	----------------------------

A. Personnel	\$8000.00
• Decreased monthly amount by \$1000 but increased number of months from 10 to 12.	
B. Fringe Benefits	\$0.00
• No change	
C. Travel	\$1400.00
• National travel: Increased number of trips by one for a total increase of \$1200	

- Local travel: Increased number of months from 10 to 12; monthly amount of \$100/month remains unchanged. Total increase of \$200.

D. Computer Equipment \$0.00

- No change

E. Supplies \$450.00

- Increased number of months from 9 to 12 months; monthly amount remains unchanged.

F. Contractual (\$12,370.00)

- Attorney & Accounting Services:
 - Legal Services: Decreased monthly amount from \$2100 to \$1800 but increased number of months from 10 to 12; total decrease of \$600
 - Accounting: Increased monthly amount from \$950 to \$1000 and increased number of months from 10 – 12. Total increase of \$2500.
 - Audit Report: Increased by \$2700 (old auditor was terrible so we need to increase budget to as we find a new auditor)
- Admin. Services: Decreased minutes preparation by \$900
- Meeting Expense: Increased by \$380.
- Coalition Obligations: Eliminated category (category was budgeted at \$17,650)

G. Construction \$0.00

- No change

H. Other \$1200.00

- Printing: Increased by \$3300 to cover copy costs at Kinkos (mostly Board packets)
- Postage: Decreased by \$700
- Liability Insurance: Increased “Property Contents/Board Members” by \$100
- Copier: Eliminated need for maintenance agreement (category was budgeted at \$1500)

TOTAL NET DIFFERENCE (\$1320.00)

ROCKY FLATS STEWARDSHIP COUNCIL
DRAFT 2007 BUDGET

A. Personnel **\$108,000.00**

Executive Director and Technical Advisor (\$9000/month for 12 months)

B. Fringe Benefits **\$0.00**

Benefits **\$0.00**
Presumes employees are contract employees

C. Travel **\$6,000.00**

Out of State **\$4,800.00**
National DOE-related trips \$1200/trip X 4 trips

Local Travel **\$1,200.00**
\$100/month for 12 months

D. Computer Equipment **\$1,000.00**

Purchase misc. hardware, software **\$1,000.00**

E. Supplies **\$1,800.00**

Supplies (\$150/month for 12 months) **\$1,800.00**

F. Contractual **\$54,080.00**

Attorney & Accounting Services **\$41,600.00**
 Legal Services (\$1800/ month for 12 months) \$21,600.00
 Accounting (\$1000/month for 12 months) \$12,000.00
 Audit Report \$8,000.00

Admin. Services **\$7,100.00**
 Misc. Services: budget notices, computer tech, etc \$3,500.00
 Minutes Preparation (6 meetings) \$3,600.00

Meeting Expenses (6 meetings @ \$230/meeting) **\$1,380.00**

Local Government Expenses **\$4,000.00**
Miscellaneous expenses not covered by DOE funds

G. Construction **\$0.00**

None

H. Other **\$18,725.00**

Printing & Copy		\$3,500.00
Postage		\$1,800.00
\$150/month for 12 months		
Liability Insurance		\$3,900.00
Property Contents/General Liability	\$900.00	
Board Members	\$3,000.00	
Telephone, email, etc		\$3,000.00
Website		\$4,500.00
Hosting	\$1,500.00	
Web master	\$3,000.00	
Subscriptions/Memberships		\$2,025.00
Weapons Complex Monitor	\$325.00	
ECA membership	\$950.00	
Conference registration fees	\$200.00	
Newspapers	\$550.00	

J. Indirect Costs	\$0.00
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N/A

TOTAL BUDGET	\$189,605.00
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REVENUE FOR 2006		
Local government contributions	\$8,000.00	
Department of Energy grant	\$181,605.00	
TOTAL	\$189,605.00	

ROCKY FLATS STEWARDSHIP COUNCIL
Approved June 5, 2006

A. Personnel **\$100,000.00**

Executive Director and Technical Advisor
 (both part-time positions)

B. Fringe Benefits **\$0.00**

Benefits **\$0.00**
 Presumes employees are contract employees

C. Travel **\$4,600.00**

Out of State **\$3,600.00**
 National DOE-related Trips \$1200/trip X 3 trips \$3,600.00

Local Travel **\$1,000.00**

D. Computer Equipment **\$1,000.00**

Purchase computers, misc. hardware, software **\$1,000.00**

E. Supplies **\$1,350.00**

Supplies (\$150/month for 9 months) **\$1,350.00**

F. Contractual **\$66,450.00**

Attorney & Accounting Services **\$35,800.00**

Legal Services (\$2100/ month for 10 months) \$21,000.00
 Accounting \$9,500.00
 Audit Report \$5,300.00

Admin. Services **\$8,000.00**

Misc. Services: computer tech, want ads, etc \$3,500.00
 Minutes Preparation \$4,500.00

Meeting Expenses **\$1,000.00**

Local Government Expenses **\$4,000.00**

Miscellaneous expenses not covered by DOE funds

Coalition Obligations **\$17,650.00**

Coalition History (balance as of 3/1/06)
 Fee to draft report (balance as of 3/1/06) \$ 8,100.00
 Allowable expenses as of 3/1/06 \$ 4,550.00
 Printing and Distribution \$ 5,000.00

G. Construction	\$0.00
------------------------	---------------

None

H. Other	\$17,525.00
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Printing		\$200.00
Postage		\$2,500.00
Liability Insurance		\$3,800.00
Property Contents/General Liability	\$800.00	
Board Members	\$3,000.00	
Telephone, email, etc		\$3,000.00
Website		\$4,500.00
Hosting	\$1,500.00	
Web master	\$3,000.00	
Subscriptions/Memberships		\$2,025.00
Weapons Complex Monitor	\$325.00	
ECA membership	\$950.00	
Conference registration fees	\$200.00	
Newspapers	\$550.00	
Copier		\$1,500.00

J. Indirect Costs	\$0.00
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N/A

TOTAL BUDGET	\$190,925.00
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REVENUE FOR 2006

Local government contributions		\$8,000.00
Coalition carry-over funds (as of March 1, 2006)*		\$89,022.34
Department of Energy grant		\$186,925.00
TOTAL		\$283,947.34

* The Coalition had \$8517.68 remaining on the \$25,000 DOE provided the Coalition to hire MACTEC as part if the independent review process. Per DOE's request these monies will be refunded to DOE, thereby reducing the carry-over funds from \$89,022.34 to \$80,504.66

CAD/ROD, Post-Closure Regulatory Agreement Briefing

- Cover memo
- Draft Rocky Flats Legacy Management Agreement

Legacy Management Quarterly Meeting

- Cover memo
- Table of Contents and Executive Summary

Outreach Plan

- Cover memo
- List of people receiving Stewardship Council information

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City of Golden -- City of Northglenn -- City of Westminster -- Town of Superior
League of Women Voters -- Rocky Flats Cold War Museum -- Rocky Flats Homesteaders -- Ken Foelske

MEMORANDUM

TO: Stewardship Council Board
FROM: Rik Getty
SUBJECT: CAD/ROD and Post-Closure Regulatory Agreement Briefing/Discussion
DATE: September 20, 2006

We have scheduled one hour for a briefing/discussion on two important regulatory closure documents: (1) the CAD/ROD, and (2) the post-closure regulatory agreement, termed the Rocky Flats Legacy Management Agreement (RFLMA). The CAD (corrective action decision) is the Resource Conservation and Recovery Act (RCRA; federal and state hazardous waste laws) component; the ROD (Record of Decision) is the CERCLA (federal Superfund) component. The dual components are necessary for site closure since both RCRA and CERCLA apply to Rocky Flats.

CAD/ROD

EPA guidance identifies the following purposes for the CAD/ROD:

- to serve as a legal document that certifies the remedy selection process is carried out in accordance with applicable law;
- to serve as a substantive summary of the technical rationale and background information contained in the Administrative Record, especially the RI/FS and Comprehensive Risk Assessment;
- to provide information necessary for the conceptual engineering model for the selected remedy, as well as outlining the Remedial Action Objectives and cleanup levels for the selected remedy; and,
- to explain to the public the contamination problem the selected remedy seeks to address and the rationale for its selection.

In addition, the CAD/ROD must:

- identify how the selected remedy protects human health and the environment;
- explain how the cleanup meets or does not meet ARARs (applicable or relevant and appropriate laws and regulations);
- explain how the cleanup is cost-effective;
- explain how the remedies are permanent solutions as opposed to temporary solutions that could require future remedial actions; and,

- explain how the remedies reduce contaminant levels.

These two lists are somewhat obtuse. So, what will the CAD/ROD look like in general terms? DOE tells me the CAD/ROD will be approximately 70 pages, which includes text, figures and tables. Much of the text will be a rehash of information presented in both the Proposed Plan and the RI/FS. For example, the CAD/ROD, much like the Proposed Plan and RI/FS, will include the following sections:

- site background;
- nature and extent of contamination;
- description of alternatives; and
- comparison of alternatives.

In addition to the description of the selected remedy, the CAD/ROD will include the public responsiveness summary from the Proposed Plan. Importantly, the CAD/ROD will document how the remedy may have changed from the Proposed Plan based on public comment.

Timeline for Approving the CAD/ROD

The RFCA parties have informed us that they are pushing to sign the CAD/ROD by the end of September. This accelerated schedule is due to EPA Headquarters' desire to complete an EPA document, the Project Close-out Report (PCOR), by September 30th, the end of the federal fiscal year. In order to sign the PCOR, the RFCA parties must first sign the CAD/ROD. It is unknown at this time whether the RFCA parties can meet this deadline.

The RFCA parties originally thought the CAD/ROD would be ready for signature about four to six weeks after the Proposed Plan public comment period closed (September 13th) – mid- to late-October. To sign the CAD/ROD, the RFCA parties must incorporate the public comment responsiveness summary into the CAD/ROD and hire a contractor to conduct a final land survey of the site.

David is concerned about this schedule. When EPA first approached him in June about signing the CAD/ROD by the end of September, David noted that their schedule would likely compromise our ability to discuss with the RFCA parties issues raised in response to the Proposed Plan. Based on those concerns, local EPA said they would abandon the push to issue the CAD/ROD by the end of September if that schedule did not allow sufficient time for interested parties to discuss responses to Proposed Plan comments with the RFCA parties. This new schedule, we trust, will prove challenging. Regardless of when the CAD/ROD is signed it remains imperative that we continue to track issues the Stewardship Council identified in its letter on the Proposed Plan.

Rocky Flats Legacy Management Agreement (RFLMA)

The RFLMA agreement is the post-closure regulatory agreement, and once approved by the RFCA parties, will replace the RFCA. The RFLMA is the legal document for enforcing legacy management requirements at the site. As such the RFLMA will be used to implement the response actions required under the CAD/ROD and will codify the legacy management requirements.

Among other things, the RFLMA will include DOE's post-closure requirements – monitoring requirements, physical controls, institutional controls, and reporting requirements. The CAD/ROD is a higher level document than the RFLMA, and thus the RFLMA will contain more detailed requirements than the CAD/ROD. For example, post-closure activities important to the Stewardship Council, such as post-closure water monitoring requirements, will be codified in the RFLMA, not the CAD/ROD. Similarly, the fence demarcating the boundary between DOE and USFWS lands will also be identified in the RFLMA.

The draft of RFLMA is attached; we however do not yet have the Appendices or Attachments.

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PART 5	REGULATORY APPROACH
PART 6	REQUIREMENTS
PART 7	DISPUTE RESOLUTION
PART 8	ENFORCEABILITY
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PART 10	AMENDMENT OF AGREEMENT AND MODIFICATION OF ATTACHMENTS
PART 11	PERIODIC REVIEW AND PERMIT RENEWAL
PART 12	DURATION/TERMINATION
PART 13	SEVERABILITY
PART 14	RECOVERY OF STATE COSTS
PART 15	OTHER CLAIMS
PART 16	EFFECTIVE DATE
PART 17	APPROVAL OF AGREEMENT

ATTACHMENTS

1. Site Map
2. Implementation of CAD/ROD response actions
3. Legacy management requirements
4. List of Addresses

APPENDICES

1. State/EPA Memorandum of Understanding
2. Public Involvement Plan
3. Acronym list

Much of what the Stewardship Council is interested in is contained in Attachments 2& 3. While these attachments are under development, CDPHE has shared with me the Table of Contents:

Attachment 3 -- Table of Contents

1. Purpose and Background

2. Remedy Performance Standards
3. Physical Controls
4. Institutional Controls
5. Monitoring Requirements
6. Action Determinations
7. Reporting Requirements

The topics listed for Attachment 3 were identified by the Stewardship Council and some member governments as issues critical to the post-closure management of the site. It will be important to review Attachment 3 when it becomes available to ensure that our issues have been adequately captured and addressed.

In addition, the Stewardship Council, like the Rocky Flats Coalition of Local Governments before it, has advocated for a post-closure role for CDPHE. The RFLMA will provide a significant role for CDPHE. EPA and CDPHE are entering into a Memorandum of Understanding (Appendix 1) under which CDPHE to perform most of the day-to-day regulatory oversight. EPA, however, will still be involved in the decision making, thereby ensuring both federal and state regulators will continue to oversee DOE activities.

In addition, the Stewardship Council and member governments have strongly advocated for a post-closure role for local communities, especially on issues concerning monitoring and maintenance of the remedies. I have been told by CDPHE that in addition to the Public Involvement Plan found in Appendix 2, there will be a placeholder for the public participation/communication issues added to one of the Attachments. I will verify this statement once we are able to review the attachments and appendices.

Public Comment

The RFCA parties elected not to make the CAD/ROD a public comment document. Instead they are making the RFLMA a public comment document since it contains more details than the CAD/ROD. The RFLMA cannot be released for public comment until after the CAD/ROD is signed as certain sections of the CAD/ROD will need to be incorporated into the RFLMA. I estimate the RFLMA will be released for public comment sometime in October. We are therefore planning on continuing to discuss the RFLMA at the November meeting.

Please contact me if you have any questions.

Draft work product – parties are negotiating in good faith but reserve respective rights to review in entirety prior to ratification

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

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DRAFT

***Rocky Flats Legacy Management
Agreement***

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

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33 2: Public Involvement Plan
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DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII
and
THE STATE OF COLORADO

IN THE MATTER OF:)	FEDERAL FACILITY
)	AGREEMENT AND
)	CONSENT ORDER
UNITED STATES DEPARTMENT)	
OF ENERGY)	
ROCKY FLATS)	
SITE)	CERCLA VIII-96-21
)	RCRA(3008(h)) VIII-96-01
)	
)	STATE OF COLORADO
)	DOCKET # 96-07-19-01

24 ROCKY FLATS CLEANUP AGREEMENT

25 PART 1 PARTIES AND JURISDICTION

26 1. The Parties to this Agreement are the United States Environmental Protection Agency, Region
27 VIII (EPA), the Colorado Department of Public Health and Environment (CDPHE or “State”), and
28 the United States Department of Energy (DOE).

29 2. EPA enters this Agreement pursuant to sections 104 and 120(e) of the Comprehensive
30 Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9604, and
31 9620(e), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub.
32 L. 99-499 (hereinafter jointly referred to as CERCLA); sections 6001, 3008(h), and 3004(u) and (v)
33 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6961, 6928(h), 6924(u) and
34 (v), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA), Pub. L. 98-616
35 and the Federal Facility Compliance Act of 1992, Pub. L. No. 102-386 (hereinafter jointly referred to
36 as RCRA); and Executive Orders 12088 and 12580.

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

1 3. CDPHE enters into this Agreement pursuant to sections 104(d), 120(f), 121, and 310 of
2 CERCLA, 42 U.S.C. § 9604(d), 9620, and 9810; section 3006 of RCRA, 42 U.S.C. § 6926; the
3 Colorado Hazardous Waste Act ("CHWA"), section 25-15-301 et seq. C.R.S. Requirements of this
4 Agreement that relate to RCRA and CHWA are a Compliance Order on Consent issued by CDPHE
5 pursuant to section 25-15-308(2), C.R.S.

6 4. DOE enters into this Agreement pursuant to section 120(e) of CERCLA, 42 U.S.C. § 9620 (e);
7 §§ 6001, 3008(h), and 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6961, 6921(h), 6928(u) and (v);
8 section 118 of the Clean Air Act, 42 U.S.C. § 7418; Executive Orders 12088 and 12580; and the
9 Atomic Energy Act of 1954, as amended (AEA), 42 U.S.C. § 2011 et seq.

10 5. The Parties agree that they are bound by this Agreement and that the requirements of this
11 Agreement may be enforced against DOE pursuant to Part 8 of this Agreement or as otherwise
12 provided by law. DOE consents to and will not contest EPA or State jurisdiction for the purposes of
13 executing and enforcing this Agreement or its requirements.

14 6. The activities undertaken pursuant to this Agreement are regulated under CERCLA, the
15 National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (NCP),
16 RCRA and CHWA and their implementing regulations, and other applicable State environmental
17 law, and shall be implemented in accordance with all applicable statutes, regulations, and Executive
18 Orders. If any new or amended statute or regulation pertinent to this Agreement becomes effective
19 subsequent to the date of execution of this Agreement, any modifications to this Agreement made
20 necessary by such changes in the law shall be incorporated by modification into this Agreement, and
21 other modifications related to such changes in the law shall be subject to further negotiations. The
22 Parties shall conduct periodic review of all applicable new and revised statutes and regulations and
23 written policy and guidance in connection with the periodic review provided for in Part 11. Any
24 reference in this Agreement to a statute shall include that statute's implementing regulations.

25 PART 2 STATEMENT OF PURPOSE

26 7. The purpose of this Agreement is to establish the regulatory framework for implementing the
27 final response action and ensuring that the final response action remains protective of human health
28 and the environment. This Agreement is a single document that has purposes of serving as a
29 CERCLA § 120 Interagency Agreement and a CHWA corrective action order and enforceable
30 mechanism for post-closure requirements; the requirements of both are enforceable by the Parties.
31 Specific objectives of this Agreement are as follows:

- 32 a) Coordinate all of DOE's post-CAD/ROD obligations under CERCLA, RCRA, and CHWA in a
33 single agreement to streamline compliance with these three statutes;
- 34 b) Specify the performance standards to be met by the final response action;
- 35 c) Specify the requirements for Legacy management of the Central OU, including monitoring,
36 operation and maintenance of the final response action selected and approved in the final
37 CAD/ROD;

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

- 1 d) Specify processes for review, implementation, monitoring, modification, creation, and
2 termination, as appropriate, of response actions; and
- 3 e) Provide for public information and involvement.
- 4 8. The provisions of this Agreement reflect not only the agreement of the Parties, but also the
5 unique circumstances of Rocky Flats. The Parties agree that, consequently, inclusion of a particular
6 provision in this Agreement does not establish a precedent for other federal facilities.
7

8 PART 3 DEFINITIONS

- 9 9. If there is an inconsistency between CERCLA, RCRA, and CHWA with respect to the following
10 definitions, the Agreement's definition controls. If there is no definition in this Agreement, but there
11 is an inconsistency between the statutory definitions for CERCLA, RCRA, and CHWA, including
12 their related regulatory definitions, the definitions in CERCLA and the NCP shall control. The
13 following definitions are used for the purposes of this Agreement:
- 14 a) Action levels are concentrations of hazardous substances, pollutants, contaminants or hazardous
15 constituents in environmental media that, if exceeded, require a response action.
- 16 b) Administrative Record shall refer to the compilation of documents which establishes the basis of
17 all response action decisions for each OU at the Site, as required by section 113(k)(1) of
18 CERCLA.
- 19 c) Rocky Flats Stewardship Agreement ("RFSA"), and "this Agreement" mean the body of this
20 Agreement (pages 1- 22) and all Attachments, Amendments, approved documents, other
21 approvals or determinations by EPA, the State, or both, as appropriate, final written resolution of
22 any dispute, and amendments to this document, but does not include Appendices. Upon final
23 approval, all requirements in such Attachments, Amendments, approved documents, State or
24 EPA approvals, work description documents, and amendments are deemed incorporated into this
25 Agreement. Approved documents, other approvals, and final resolutions of dispute need not be
26 physically attached to this document. Appendices to this Agreement are related, but separate
27 documents that are appended for convenience only. Appendices do not constitute parts of this
28 Agreement.
- 29 d) Approval, in relation to documents, means CDPHE and/or EPA formal consent that a document
30 delivered for review pursuant to this Agreement contains the requisite information at the
31 appropriate level of detail to comply with this Agreement.
- 32 e) ARAR stands for "applicable or relevant and appropriate requirement," as specified in CERCLA
33 § 121 and the NCP.
- 34 f) Atomic Energy Act or AEA means the Atomic Energy Act of 1954, as amended, 42 U.S.C. §
35 2011 et seq. and its implementing regulations.

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

- 1 g) Central Operable Unit or Central OU means the portion of Rocky Flats which was determined in
2 the Final CAD/ROD to require additional response actions. Generally speaking, the Central OU
3 consists of the former industrialized area of Rocky Flats, the Original and Present Landfills, and
4 land east of the former 903 Pad that contains relatively higher levels of residual contamination.
- 5 h) CERCLA means the Comprehensive Environmental Response, Compensation, and Liability Act,
6 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of
7 1986 (SARA), Pub. L. 99-499, and the Community Environmental Response Facilitation Act
8 (CERFA), Pub. L. No. 102-26; and the NCP and other implementing regulations.
- 9 i) CDPHE means the Colorado Department of Public Health and Environment and/or any
10 predecessor and successor agencies, their employees, and authorized representatives.
- 11 j) Closure, in the context of RCRA/CHWA hazardous waste management units, means actions
12 taken by an owner or operator of a treatment, storage, or disposal unit to discontinue operation of
13 the unit in accordance with the performance standards specified in 6 CCR 1007, § 264.111 or
14 § 265.111, as appropriate.
- 15 k) Colorado Hazardous Waste Act (CHWA) means sections 25-15-101 to 25-15-327, C.R.S. as
16 amended, and its implementing regulations.
- 17 l) Corrective Action (CA) means the RCRA/CHWA term for the cleaning up of releases of
18 hazardous waste or hazardous constituents.
- 19 m) Corrective Action Decision (CAD) means the CHWA decision by the State selecting a corrective
20 measure alternative or alternatives to remediate a release of hazardous constituents or wastes .
- 21 n) Days means calendar days unless business days are specified. Any submittal that, under the
22 requirements of this Agreement, would be due on a Saturday, Sunday, or State of Colorado or
23 federal holiday shall be due on the following business day.
- 24 o) DOE or U.S. DOE means the United States Department of Energy and/or any predecessor or
25 successor agencies (other than the U.S. Fish and Wildlife Service of the Department of the
26 Interior), their employees, and authorized representatives.
- 27 p) Final CAD/ROD means the final remedial/corrective action decision for Rocky Flats selected
28 pursuant to paragraph 83 of RFCA.
- 29 q) EPA or U.S. EPA means the United States Environmental Protection Agency and any successor
30 agencies, its employees, and authorized representatives.
- 31 r) Institutional controls means non-engineered instruments, such as administrative and legal
32 controls, that minimize the potential for human exposure to contamination by limiting land or
33 resource use.

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

- 1 s) Legacy management means the physical controls, institutions, information and other
2 mechanisms needed to ensure protection of people and the environment following
3 implementation of cleanup actions. Legacy management includes, *inter alia*, land-use
4 controls, monitoring, maintenance, and information management.
- 5 t) Periodic Review means the review required under 42 U.S.C. § 9621(c) to assure the continued
6 protectiveness of CERCLA remedies selected that result in hazardous substances, pollutants, or
7 contaminants remaining on-site.
- 8 u) Peripheral Operable Unit or Peripheral OU means the portion of Rocky Flats which was
9 determined in the Final CAD/ROD not to require any additional remedial actions. Generally
10 speaking, the Peripheral OU includes most of the former Buffer Area surrounding the former
11 Industrial Area.
- 12 v) Post-Closure refers to regulatory requirements under RCRA and CHWA for regulated hazardous
13 waste management units that do not meet the standards for clean closure. Post-closure
14 requirements are found in 6 CCR 1007-3 § 265.117 through 265.121.
- 15 w) Public Involvement Plan means . . .
- 16 x) RCRA means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et. seq.*, as
17 amended by the Hazardous and Solid Waste Amendments of 1984, the Federal Facility
18 Compliance Act of 1992, and implementing regulations.
- 19 y) Record of Decision (ROD) means the CERCLA decision by DOE and EPA, or by EPA alone in
20 the event EPA disagrees with a remedy proposed by DOE, selecting the response action or
21 actions to remedy environmental and human health concerns at the Site.
- 22 z) Remedy performance standards are standards that the response actions selected and implemented
23 at Rocky Flats must attain and maintain. Remedy performance standards include narrative
24 standards and action levels.
- 25 aa) Requirements of this Agreement means provisions of this Agreement that specify:
- 26 i) actions DOE must perform to accomplish the activities regulated under this Agreement;
27 ii) dates by which it must perform such actions;
28 iii) standards which DOE must achieve through such actions; or
29 iv) the manner in which such actions must be reviewed, approved, performed and overseen to
30 comply with this Agreement and applicable environmental laws.
- 31 "Requirements of this Agreement" also includes all federal and state applicable or relevant and
32 appropriate requirements (ARARs) incorporated in any ROD or other decision document.

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- 1 bb) Response Action means a "response action" under CERCLA, a corrective action, closure or post-
2 closure requirement under RCRA or CHWA. "Response action" includes any requirement for
3 institutional controls imposed under RCRA, CERCLA or CHWA.
- 4 cc) Rocky Flats means the property owned by the United States Government, formerly known as the
5 Rocky Flats Plant, Rocky Flats Site, or the Rocky Flats Environmental Technology Site, as
6 identified in the map in Attachment 1. Rocky Flats is divided into the Central and Peripheral
7 Operable Units.
- 8 dd) the Site (when used with upper case "S", except in the phrase Rocky Flats Environmental
9 Technology Site) means all contaminated areas of Rocky Flats and all contiguous or nearby areas
10 that are contaminated by hazardous substances, pollutants, or contaminants (as those terms are
11 defined in section 101 of CERCLA) and/or hazardous wastes or hazardous constituents (as those
12 terms are defined in section 1004 of RCRA or 6 CCR 1007-3, Part 260) from sources at Rocky
13 Flats.
- 14 ee) State means the State of Colorado, its employees, and authorized representatives.
- 15 ff) State environmental law means state laws regulating management or control of pollution,
16 including, but not limited to, the Colorado Petroleum Storage Tank Act, §§ 7-20.5-101 to 7-20.5-
17 407, C.R.S.; the Colorado Air Quality Control Act, §§25-7-101 to 25-7-1208, C.R.S.; the
18 Colorado Water Quality Control Act, §§ 25-8-101 to 25-8-703, C.R.S.; the Colorado Radiation
19 Control Act, §§ 25-11-101 to 25-11-305, C.R.S.; and the Colorado Hazardous Waste Act, §§ 25-
20 15-101 to 25-15-327, C.R.S.
- 21 gg) Submittal means every document or other item to be provided to the State and/or EPA pursuant
22 to this Agreement.

23 **PART 4 LEGAL BASIS OF AGREEMENT**

- 24 10. Based on information available as of the date of execution of this Agreement, EPA and CDPHE
25 have determined the following:
- 26 a) From 1952 until 1992, the mission of the Rocky Flats Plant was production of component parts
27 for nuclear weapons.
- 28 b) DOE notified EPA of hazardous waste activity at the Rocky Flats Plant on or about August 18,
29 1980. On November 1, 1985, DOE filed RCRA and CHWA Part A and B permit applications
30 with both EPA and CDPHE. On September 30, 1991, CDPHE issued a CHWA permit for a
31 number of hazardous waste management units at Rocky Flats. On July 26, 2006, CDPHE
32 terminated DOE's CHWA permit.
- 33 c) The Site was proposed for inclusion on the National Priorities List (NPL) on October 15, 1984,
34 pursuant to section 105 of CERCLA, 42 U.S.C. § 9605. The listing became final September 21,

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- 1 1989. States. In March 2003, EPA determined that the 259-acre National Wind Technology
2 Center was not part of the NPL Site.
- 3 d) The Site was proposed for de-listing on xx/yy/2006.
- 4 e) DOE is a "person" as defined in section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- 5 f) The Site is a "facility" as defined in sections 101(9) and 120 of CERCLA, 42 U.S.C. § 9601(9)
6 and 9620.
- 7 g) DOE is the "owner" of the Rocky Flats within the meaning of section 101(20)(A) of CERCLA,
8 42 U.S.C. § 9601(20)(A).
- 9 h) Hazardous substances have been released into the environment at the Site as the term "release" is
10 defined in section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
- 11 i) The Site is subject to the requirements of CERCLA.
- 12 j) DOE is a responsible party subject to liability pursuant to 42 U.S.C. § 9607 of CERCLA, with
13 respect to present and past releases at the Site.
- 14 k) Pursuant to § 6001 of RCRA, 42 U.S.C. § 6961, DOE is subject to, and must comply with RCRA
15 and CHWA.
- 16 l) Rocky Flats includes the Present Landfill and the former Solar Evaporation Ponds, regulated
17 hazardous waste management units subject to the post-closure requirements of 6 CCR 1007-3,
18 265.117-121.
- 19 m) Certain wastes and constituents at Rocky Flats are hazardous wastes or hazardous constituents as
20 defined by section 1004(5) of RCRA, 42 U.S.C. § 6903(5), and 40 C.F.R., Part 261. There are
21 also hazardous wastes or hazardous constituents at Rocky Flats within the meaning of section
22 25-15-101(9) of CHWA and 6 CCR 1007-3, Part 261.
- 23 n) Rocky Flats constitutes a "facility" within the meaning of sections 3004 and 3005 of RCRA, 42
24 U.S.C. §§ 6924 and 6925, and section 25-15-303 of CHWA.
- 25 o) DOE is the owner and operator of Rocky Flats within the meaning of RCRA and CHWA.
- 26 p) There is, or has been, a release of hazardous waste and/or hazardous constituents into the
27 environment at Rocky Flats from Solid Waste Management Units and disposal of hazardous
28 waste within the meaning of section 3004(u) of RCRA, and 6 CCR 1007-3, §§ 264.101 and
29 265.5.
- 30 q) Investigation and cleanup of the Site was conducted pursuant to three different agreements: a
31 1986 Compliance Agreement, the 1991 Interagency Agreement, and the 1996 Rocky Flats
32 Cleanup Agreement. All three agreements incorporated requirements of RCRA, CHWA and

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- 1 CERCLA. The 1996 RFCA provided an accelerated action framework for individual cleanup
2 activities and the basis for final cleanup decisions through a final CAD/ROD.
- 3 r) Under the 1991 Interagency Agreement, the Site was divided into 16 Operable Units.
4 CAD/RODs were completed for OUs 11, 15 and 16 as follows:
- 5 i) OU 11 was composed of one IHSS: the West Spray Field (IHSS 168). The preferred
6 alternative for OU 11 consisted of no action. The risk evaluation performed in the RFI/RI
7 Report (DOE 1995d) determined that OU 11 was in a protective state. A RCRA closure
8 certification for IHSS 168, signed by an independent registered professional engineer, was
9 approved by CDPHE. A certificate of clean closure was submitted to CDPHE in 1995 and the
10 final CAD/ROD was completed on September 29, 1995.
- 11 ii) OU 15, Inside Building Closures, was composed of eight IHSSs; however, two IHSSs
12 were subsequently administratively incorporated into different OUs. The preferred
13 alternative for the remaining six OU 15 IHSSs consisted of clean closure under RCRA for
14 all six IHSSs; a no action CERCLA decision for 3 IHSSs; and a deferral of any
15 CERCLA actions at the remaining IHSSs until final disposition of their respective
16 buildings.
- 17 iii) OU 16, Low-Priority Sites, was originally composed of seven IHSSs. The selected remedy
18 for five of these IHSSs was no action; the other two were transferred to other OUs.
19 The CAD/ROD was completed on September 29, 1994.
- 20 s) Under RFCA, the 16 OUs were reconfigured into ten OUs to reduce administrative requirements.
21 Former OUs 4, 8, 9, 10, 12, 13, and 14 became the Industrial Area OU. OU 2 was re-named the
22 Buffer Zone OU. Final CAD/RODs were issued for two of these OUs as follows:
- 23 i) OU 1, the 881 Hillside, was composed of 11 IHSSs. The OU 1 CAD/ROD was signed in
24 1997, and a major modification to the CAD/ROD was signed in 2001. The original remedy
25 included excavating subsurface soil contamination at IHSS 119.1; ultraviolet/hydrogen
26 peroxide and ion-exchange treatment of contaminated groundwater from the excavation and
27 groundwater collected from a french drain installed in 1992; and no further action for the
28 remaining 10 IHSS's in the OU. The major modification soil eliminated the requirement to
29 excavate historical IHSS 119.1, because sampling and analysis showed that there was no
30 significant soil source of contamination there. The modification also decommissioned the
31 French drain. Pumping and treating of groundwater from a collection well was discontinued
32 after monitoring showed average levels of contaminants remained far below the RFCA
33 Attachment 5 Tier 1 Action Level.
- 34 ii) OU 3 was composed of four IHSSs. The selected remedy for OU 3 was no action based
35 upon the Baseline Risk Assessment (BRA) and the Ecological Risk Assessment (ERA)
36 contained in the RFI/RI Report. The RFI/RI Report concluded that all IHSSs within OU 3
37 were already in a state protective of human health and the environment. 1997, EPA and
38 CDPHE approved the final CAD/ROD document for OU 3 in 1997.

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- 1 t) In 2004, the RFCA Parties further consolidated OUs by consolidating OUs 5, 6, and 7 with the
2 Buffer Zone OU.
- 3 u) DOE released the RI/FS, the Comprehensive Risk Assessment, and the Proposed Plan for public
4 comment beginning July 14, 2006. The RI/FS evaluated the remaining two OUs at Rocky Flats:
5 the Buffer Zone and the Industrial Area.
- 6 v) Results of the RI analysis identified the area of RFETS impacted by DOE activities. Based on
7 this analysis, the RFCA Parties decided to reconfigure the OU boundaries to consolidate all areas
8 of the site that required final remedial actions into a final reconfigured Central OU. The boundary
9 of this new Central OU also considers conveniences and practicalities of future land
10 management. The remaining portions of Rocky Flats have been consolidated into the
11 reconfigured Peripheral OU.
- 12 w) The Final CAD/ROD was issued on XX/YY, 2006. The CAD/ROD selected a no action remedy
13 for the Peripheral OU, and institutional and physical controls for the Central OU.
- 14 x) The requirements imposed by this Agreement are necessary to protect the public health, welfare,
15 and the environment.
16

17 PART 5 REGULATORY APPROACH

- 18 11. The Parties agree to follow a consultative process in implementing this Agreement.
19 "Consultation" and "the consultative process" mean the responsibility of one Party to meet and
20 confer with another Party and any appropriate contractors in order to reach agreement, to the extent
21 possible, regarding a proposed course of action. Consultation involves a cooperative approach to
22 problem solving at the staff level. Consultation includes the responsibility to raise any concerns or
23 suggestions regarding the implementation of this Agreement as soon as the concern or suggestion is
24 identified, to maximize the chances of reaching agreement before a document must be submitted or a
25 regulatory determination rendered. Consultation means timely participation at the staff or
26 management level, as appropriate, to reach consensus among the regulators and DOE so that there is
27 a clear understanding of the actions or direction to be taken based upon the outcome of the
28 consultative process.
- 29 12. Each Party shall designate an individual to act as the Project Coordinator for activities regulated
30 under this Agreement. The Parties' Project Coordinators will meet periodically to discuss the
31 implementation of this Agreement.
- 32 13. The following activities are regulated under this Agreement:
- 33 a) response activities described in the final CAD/ROD and further specified in the Attachments,
34 including post-closure and Legacy management requirements such as ongoing maintenance,
35 operation and monitoring of implemented remedies and information management activities; and

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1 b) any additional response actions that may be required.

2 14. In making regulatory decisions regarding activities regulated by this Agreement, the State and
3 EPA shall apply the statutory and regulatory requirements and agency guidance or policy positions in
4 effect at the time a decision is made.

5 15. The Parties recognize that the activities regulated under this Agreement are subject to regulation
6 under CERCLA, RCRA, and/or State environmental law, depending on the nature of the particular
7 activity in question. To streamline implementation of this Agreement, the State shall exercise its
8 authority under CHWA and RCRA to approve, approve with modifications, or disapprove activities
9 regulated under this Agreement to the extent such activities involve materials subject to regulation
10 under state environmental law. The State shall approve, approve with modifications, or disapprove
11 activities involving CERCLA hazardous substances, pollutants or contaminants that are not subject
12 to regulation under state environmental law as provided in paragraph 16 .

13 16. For purposes of implementing this Agreement, and except as provided in paragraph 17, the State
14 shall carry out CERCLA authority to:

15 a) approve, approve with modifications, or disapprove activities regulated under this Agreement
16 involving CERCLA hazardous substances, pollutants or contaminants that are not regulated
17 under state environmental law;

18 b) determine that activities or conditions at Rocky Flats constitute a release or substantial threat of
19 release of hazardous substances to the environment; and

20 c) specify additional response actions to be taken by DOE.

21 The State and EPA have entered into a Memorandum of Understanding, set forth in Appendix 1, that
22 defines the State-EPA relationship for purposes of this paragraph and the remainder of this
23 Agreement. DOE may dispute State decisions under any provision of this Agreement that are made
24 using the CERCLA authority provided in this paragraph as provided in Part 7. Nothing in this
25 paragraph constitutes a change to DOE's or EPA's status under CERCLA § 120(e) or Executive
26 Order 12580, nor any limitation on DOE's authority under the AEA.

27 17. The activities identified in this paragraph are ones where CERCLA requires an EPA
28 determination. For these activities, CDPHE shall prepare a recommended decision for EPA
29 ratification. CDPHE and EPA shall consult regarding the recommended decision prior to EPA's
30 determination whether to ratify the decision.

31 a) A decision to concur or non-concur in a CERCLA periodic review; and

32 b) Delisting of any portion of the Site from the NPL.

33 **PART 6 REQUIREMENTS**

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- 1 18. DOE shall implement the response actions identified in the CAD/ROD[s] as specified in
2 Attachment 2, to ensure the remedy performance standards identified in Attachment 3 are met. With
3 the exception of some monitoring points that are located in the Peripheral OU, the requirements of
4 this Agreement only apply to the Central OU.
- 5 19. DOE shall conduct Legacy management activities to ensure the long-term protectiveness of the
6 response actions that have been implemented at the Central OU. Legacy management activities
7 include:
- 8 a) monitoring of environmental conditions (e.g., surface water or groundwater quality) and the
9 performance or condition of response actions (e.g., physical systems for contaminant
10 containment, including caps; contaminant treatment systems such as passive groundwater
11 treatment barrier walls; contaminant monitoring devices such as groundwater monitoring wells;
12 physical access restrictions such as fences or locks; and institutional controls);
 - 13 b) operation and maintenance of response actions;
 - 14 c) information management; and
 - 15 d) institutional controls.
- 16 20. DOE shall conduct monitoring of environmental conditions and response actions, as provided in
17 Attachment 3, to ensure that:
- 18 a) the performance standards specified in Attachment 3 are met and maintained;
 - 19 b) engineered response actions are functioning as designed; and
 - 20 c) there are no violations of institutional controls.
- 21 21. DOE shall operate and maintain response actions as provided in Attachment 3, to ensure that
22 such response actions perform as intended.
- 23 22. DOE shall maintain information related to:
- 24 a) the release of hazardous substances, pollutants, contaminants, and hazardous constituents at the
25 Site;
 - 26 b) the response actions taken to address such releases; and
 - 27 c) ongoing monitoring, inspection, operation and maintenance of the remedy, including
28 information relating to additional remedial actions, if any.
- 29 Maintenance of such information shall comply with the administrative record requirements of
30 CERCLA and the NCP, and related EPA guidance and policy, and RCRA and CHWA requirements.
31 Maintenance of such information shall also be sufficient to enable reasonably prompt retrieval of any

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- 1 retained information, and to enable the Parties to implement the requirements of this Agreement.
2 Specific information management requirements are contained in Attachment 3.
- 3 23. DOE shall ensure compliance with all institutional controls specified in Attachment 3, so that the
4 response action at the Central OU remains protective of human health and the environment.
- 5 24. DOE, in coordination with CDPHE, EPA and the public, has developed the Public
6 Involvement Plan found in Appendix 2. DOE will maintain and implement the Public
7 Involvement Plan in a manner that complies with public participation requirements of NEPA, the
8 NCP, CERCLA, RCRA, and CHWA, as set forth in [Attachment XX or this paragraph].
9 Specifically, DOE shall maintain the CERCLA Administrative Record in conformance with the
10 requirements of CERCLA Section 113, including the requirement that the Administrative Record
11 be available at or near the facility. The purpose of the Public Involvement Plan is to ensure that
12 educational, outreach, notice and information systems are responsive to the needs of the public,
13 and allow for public input to decision-making processes under this Agreement. The Public
14 Involvement Plan will be reviewed in conjunction with the periodic review requirements of this
15 Agreement and may be modified as appropriate in light of future circumstances at Rocky Flats.
- 16 25. DOE shall periodically submit for State review and approval a environmental monitoring report,
17 and an inspection and maintenance report. This document shall meet the requirements specified in
18 Attachment 3. All reports submitted pursuant to this paragraph shall be included in the
19 Administrative Record for the Site.
- 20 26. The Parties have established remedy performance standards to ensure protection of human health
21 and the environment in accordance with CERCLA, RCRA and CHWA, and to meet ARARs as
22 required by CERCLA. DOE shall comply with these remedy performance standards and other
23 requirements contained in Attachment 3. If, on the basis of an environmental monitoring report or
24 other information, the State believes that the remedy performance standards of Attachment 3 are not
25 being met, or are likely not to be met, the State shall notify DOE and EPA. The State, EPA and DOE
26 shall consult to determine an appropriate response. If the State and DOE are unable to agree on the
27 appropriate response, the State shall make a determination specifying additional response actions to
28 be taken by DOE.
- 29 27. If, on the basis of environmental monitoring conducted pursuant to Attachment 3 of this
30 Agreement, the State determines that a stream standard for any non-radiological contaminant (as
31 described in Attachment 3 of this Agreement) has been exceeded at a Point of Compliance, DOE
32 shall be subject to penalties under CHWA and RCRA. If, on the basis of environmental
33 monitoring conducted pursuant to Attachment 3 of this Agreement, the State determines that a
34 stream standard for any radiological contaminant (as described in Attachment 2 of this
35 Agreement) has been exceeded at a Point of Compliance, it shall advise EPA so that EPA may
36 determine whether DOE shall be subject to penalties under CERCLA.
- 37 28. Except as provided in paragraph 17, the State shall be responsible for review and approval of all
38 documents received pursuant to this Agreement.

Comment: need to decide whether to specify PP requirements here or in an attachment

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1 29. For documents subject to approval, the State shall approve, approve with modifications, or
2 disapprove any document submitted under this Agreement. If the State disapproves or approves
3 with modifications any such document, it shall provide a written explanation of the disapproval or
4 approval with modifications. Within fifteen (15) days of receipt of the State's approval with
5 modifications or disapproval of the document, DOE shall:

- 6 a) In the case of an approval with modifications only, submit a notice of acceptance of the
7 document as modified and begin to implement the modified document;
- 8 b) In the case of a disapproval only, submit a revised document for State review and approval
9 (DOE may not select this option if the State has included in its disapproval an alternate
10 document that shall be implemented by DOE); or
- 11 c) Submit a notice of dispute of the disapproval or approval with modifications.
- 12 d) If DOE fails to do any of the above within the specified time, DOE shall be deemed to have
13 failed to comply with this Agreement, and the State may bring an enforcement action,
14 including an assessment of penalties.

15 30. Any report, document, or submittal provided to EPA and CDPHE pursuant to a schedule
16 identified in or developed under this Agreement shall be delivered by any method that verifies
17 receipt by the intended recipient, including email. Such reports, documents, or submittals shall be
18 delivered to the addresses listed in Attachment 4. Documents sent to DOE shall be sent to the
19 address listed in Attachment 4. Documents must be sent to the designated addresses in a manner
20 designed to be received by the date due, unless otherwise specified by the Parties.

21 31. Any schedule established according to the provisions of this Agreement shall be changed upon
22 receipt of a timely request for change, provided good cause, as defined in this Part, exists for the
23 requested change. Any request for change by any Party shall be submitted in writing and shall
24 specify:

- 25 a) the requirement that is sought to be changed; and
- 26 b) the good cause(s) for the change.

27 32. Good cause for a change includes the following:

- 28 a) any unforeseen or unexpected event arising from factors beyond the control of a Party that could
29 not be avoided or overcome by due diligence and that causes a delay in, or prevents the
30 performance of, any obligation under this Agreement;
- 31 b) a delay caused by EPA or CDPHE's failure to meet any requirement of this Agreement;
- 32 c) a delay caused by the initiation of judicial action;
- 33 d) a delay caused by the need to perform other, unanticipated work under this Agreement; and
- 34 e) anything else mutually agreed to by the Parties as constituting good cause.

35 **PART 7 RESOLUTION OF DISPUTES**

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- 1 33. In order to ensure timely resolution of disagreements, staff representatives of the agencies party
2 to this agreement shall work to resolve disagreements at the technical working level. Once it is
3 determined that impasse is reached at the staff level, staff representatives will draft a written
4 statement of the dispute. The staff level representatives will promptly provide a copy of the written
5 statement of dispute to the Dispute Resolution Committee (DRC), which is comprised of the
6 Director, Hazardous Materials and Waste Management Division, Colorado Department of Public
7 Health and Environment; the Director, Federal Facilities Program, EPA Region 8; and ??
8 [appropriate DOE official]. The DRC will have one month to meet and resolve the dispute or elevate
9 it to the Senior Executive Committee (SEC) for final resolution. The SEC is comprised of the
10 Director, Office of Environment, CDPHE; the Assistant Regional Administrator, EPA Region VIII,
11 and ?? [DOE official].
- 12 34. The SEC members shall, as appropriate, confer, meet, and exert their best efforts to resolve the
13 dispute and issue a written decision. If unanimous resolution of the dispute is not reached within 30
14 days, any Party may request that the dispute be elevated to the Executive Director of CDPHE, the
15 Administrator of EPA, and the Secretary of Energy for final resolution, but only upon making a
16 written finding that the dispute involves an issue of significant state policy (for state law-based
17 decisions) or national policy (for CERCLA-based decisions). Such written finding must be made
18 and transmitted to the other parties within ten days of the expiration of the 30-day period for SEC
19 dispute resolution. The Executive Director, the Administrator, and the Secretary shall have 60 days
20 within which to resolve the dispute.
- 21 35. If the SEC is unable to resolve the dispute, and no party elevates the dispute to the Executive
22 Director, the Administrator, and the Secretary, or if after such elevation, the Executive Director, the
23 Administrator, and the Secretary are unable to resolve the dispute, the State or EPA shall make a
24 final decision as described below.
- 25 a) If the Parties are unable to resolve any dispute involving a determination by the State for matters
26 within its authority under State law, the State shall make a final determination, which shall then
27 be subject to appeal in accordance with §§ 25-15-305 or 25-15-308, C.R.S., as appropriate.
- 28 b) If the Parties are unable to resolve any dispute involving (i) a determination by EPA for matters
29 within its authority under CERCLA, or (ii) a determination by the State involving CERCLA
30 hazardous substances, pollutants or contaminants that are not regulated under CHWA, the EPA
31 Administrator shall issue a written determination that shall be binding on DOE. The State may
32 appeal such written decision in accordance with applicable law, and may take any other action
33 available to it under applicable law.
- 34 36. If the Parties are unable to resolve any dispute under this Agreement, each Party reserves any and
35 all legal rights it may have.
- 36 37. Time frames in this Part may be extended by mutual agreement of the Parties.

37 **PART 8** **ENFORCEABILITY**

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1 38. The Parties agree that all Parties shall have the right to enforce the requirements of this
2 Agreement.

3 39. All requirements of this Agreement shall be enforceable by any person, including the State,
4 pursuant to sections 310(c) and 113(h)(4) of CERCLA, and any violation of such requirements of
5 this Agreement will be subject to civil penalties under sections 109 and 310(c) of CERCLA. DOE
6 agrees that the State and any of its agencies are "persons" within the meaning of section 310 of
7 CERCLA.

8 40. Requirements of this Agreement that are requirements of RCRA and CHWA shall be enforceable
9 by any person, including the State, pursuant to any rights existing under section 7002(a)(1)(A) of
10 RCRA. DOE agrees that the State and any of its agencies are "persons" within the meaning of
11 section 7002(a) of RCRA. Nothing in this paragraph shall be construed as contravening CERCLA §
12 113(h).

13 41. Requirements of this Agreement that relate to RCRA or CHWA may be enforced by CDPHE
14 pursuant to § 25-15-308 or § 25-15-322, C.R.S.

15 42. Requirements of State environmental permits issued for activities regulated under this Agreement
16 may be enforced through the State's normal enforcement mechanisms.

17 43. *[issue of stipulated penalties under discussion]*

18 PART 9 RESERVATION OF RIGHTS

19 44. If CDPHE and EPA are unable to resolve any dispute arising under this Agreement after utilizing
20 the appropriate dispute resolution procedures, then each agency reserves its rights to impose its
21 requirements directly on DOE, to defend the basis for those requirements, and to challenge any
22 conflicting requirements imposed by the other regulatory agency.

23 45. The Parties each reserve any rights they may have to seek judicial review of a proposed decision
24 or action taken with respect to any response actions on the grounds that such proposed decision or
25 action conflicts with RCRA, CHWA or CERCLA. EPA and CDPHE agree to utilize dispute
26 resolution prior to seeking such judicial review.

27 46. Nothing in this Agreement shall be interpreted to affect DOE's authority under AEA. Nor shall
28 anything in this Agreement impair the State's ability to argue that the cleanup, deactivation and
29 decommissioning of the former Rocky Flats Plant pursuant to the RFCA have altered the scope of
30 DOE's authority under the AEA.

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- 1 47. The Parties have determined that the activities to be performed under this Agreement are in the
2 public interest. Except as provided in paragraph 48, EPA and CDPHE agree that compliance with
3 this Agreement shall stand in lieu of any administrative and judicial remedies against DOE or its
4 present or future contractors that are available to EPA and CDPHE regarding the currently known
5 releases or threatened releases of hazardous substances, hazardous wastes, pollutants, hazardous
6 constituents, or contaminants at the Central OU that are the subject of the activities being performed
7 by DOE under this Agreement.
- 8 48. Nothing in this Agreement shall preclude EPA or the State from exercising any administrative or
9 judicial remedies available to them under the following circumstances:
- 10 a) DOE fails to comply with any requirement of the Agreement;
- 11 b) EPA or CDPHE determines that previously unknown conditions or new information, together
12 with any other relevant information, indicates that previously implemented response actions
13 are not protective of human health or the environment; or
- 14 c) upon CDPHE's or EPA's determination that such action is necessary to abate an imminent and
15 substantial endangerment to the public health, welfare, or the environment.
- 16 49. This Agreement shall not be construed to limit in any way any rights that may be available by
17 law to any citizen to obtain information about the work under this Agreement or to sue or intervene
18 in any action to enforce State or federal law.
- 19 50. Except as provided in paragraph 47, DOE is not released from any liability or obligation which it
20 may have pursuant to any provisions of State and federal law, nor does DOE waive any rights it may
21 have under such law to defend any enforcement actions against it.
- 22 51. EPA and the State reserve all rights to take any legal or response action for any matter not
23 specifically part of the activities regulated under this Agreement.
- 24 52. The Parties agree that in any administrative or judicial proceeding seeking to enforce the
25 requirements of this Agreement, the DOE may raise as a defense that any failure or delay was caused
26 by the unavailability of appropriated funds. In particular, nothing herein shall be construed as
27 precluding DOE from arguing either that the unavailability of appropriated funds constitutes a force
28 majeure, or that no provisions of this Agreement or Order shall be interpreted to require the
29 obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1301 or 1341,
30 or the Atomic Energy Act, 42 U.S.C. § 2201. While the State disagrees that an Anti-Deficiency Act
31 defense, or any other defense based on lack of funding exists, the Parties do agree and stipulate that it
32 is premature at this time to raise and adjudicate the existence of such a defense.
- 33 53. Nothing in this Agreement shall be interpreted to affect EPA's authority under CERCLA to
34 impose requirements necessary to protect public health and the environment.

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

1 54. In the event of any administrative or judicial action by the State or EPA, all Parties reserve all
2 rights, claims, and defenses available under the law.

3 PART 10 AMENDMENT OF AGREEMENT AND MODIFICATION OF ATTACHMENTS

4 55. Except as provided in paragraph 62 (termination by State), the body of this Agreement (i.e.,
5 pages 1-22) may only be amended by mutual agreement of the Parties. Such amendments shall be in
6 writing and shall have as their effective date the date on which they are signed by all Parties, unless
7 otherwise agreed, and shall be incorporated into this Agreement by reference. Any dispute as to the
8 need for the proposed amendment shall be resolved pursuant to Part 7 of this Agreement.

9 56. The State may require modification to any Attachment to the Agreement if it determines that
10 such modification is necessary to ensure protection of human health or the environment. DOE may
11 propose such modifications to Attachments to the Agreement as it deems appropriate. The State
12 shall review any proposed modifications, and may approve the proposed modification if it finds the
13 modification will ensure protection of human health and the environment. Notwithstanding
14 paragraph 55, approval of, or changes to, any Attachment or any document required to be submitted
15 and approved pursuant to Part 6 do not constitute amendments to this Agreement under this Part.

16 57. Modifications that constitute a significant change from existing requirements of this Agreement
17 shall be subject to public comment.

18 58.

19 PART 11 PERIODIC REVIEW

20 59. DOE, EPA and CDPHE will, pursuant to CERCLA section 121(c), review any response action
21 associated with any final ROD that results in any hazardous substances, pollutants, or contaminants
22 remaining on-Site, no less often than every five years after the initiation of such final response action
23 to assure that human health and the environment are being protected by the response action being
24 implemented. Because the CAD/RODs for OU 3 and the Peripheral OU determined that those OUs
25 are suitable for unrestricted use, the five-year reviews are limited to the Central OU. DOE shall
26 prepare a report summarizing environmental conditions and provide other documentation as
27 needed to support this review. To the extent that remedies have incorporated institutional controls,
28 the Parties shall review the continuing effectiveness of such controls, and shall evaluate whether
29 additional response action could be taken that would reduce the need to rely on institutional controls.
30 In making such an evaluation, the Parties shall consider all relevant factors, including advances in
31 technology and the availability of funds. If upon such review the Parties find that further response
32 action by DOE is warranted to assure the protection of human health and the environment, DOE
33 shall, consistent with sections 104 and 106 of CERCLA, implement response actions necessary to
34 abate any release or threat of a release of a hazardous substance. The Parties agree that Part 11
35 (Amendment) shall not be construed as a limitation on the requirement for further response actions
36 which might be required as a result of the periodic review mandated by CERCLA section 121(c). If
37 the Parties are unable to agree whether additional response actions are required, the matter shall be
38 resolved pursuant to Part 7.

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

1 60. Nothing in this Part shall be construed as a limitation on the State’s ability to make a
2 determination specifying additional response actions be taken pursuant to paragraph 26.

3 PART 12 DURATION/TERMINATION

4 61. Except as provided in the next paragraph, this Agreement shall remain in effect until:

5 a) DOE and EPA jointly determine that the Central OU meets CERCLA requirements for
6 unrestricted use and unlimited exposure; and

Comment: not sure about this

7 b) CDPHE determines that the Central OU meets CHWA requirements for unrestricted use and
8 unlimited exposure..

Comment: not sure about this

9 62. CDPHE may, in its sole discretion, terminate this Agreement upon 60 days' written notice to the
10 other Parties. Termination of the Agreement by CDPHE shall be effective on the 60th day after such
11 notice, unless CDPHE agrees otherwise in writing before such date. Once termination is effective
12 pursuant to this paragraph, this Agreement shall have no further force or effect, except that any
13 requirements of this Agreement that are imposed pursuant to CERCLA shall remain enforceable as
14 requirements of a CERCLA § 120 Interagency Agreement between EPA and DOE.

15 PART 13 SEVERABILITY

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

18 PART 14 RECOVERY OF STATE COSTS

19 64. DOE agrees to reimburse CDPHE for:

20 a) all non-discriminatory state environmental fees or assessments; and

21 b) CERCLA administrative or oversight activities incurred which specifically relate to the
22 implementation of this Agreement, to the extent such costs are reasonable, not inconsistent with
23 the NCP, and are not covered by permit fees and other assessments, or by any other agreement
24 between the Parties.

25 65. The amount and schedule of payment of these costs will be negotiated based on anticipated needs
26 and in consideration of DOE's multi-year funding cycles. CDPHE reserves all rights it has to recover
27 any other past and future costs in connection with CERCLA activities conducted under this
28 Agreement. CDPHE shall annually provide DOE a written estimate of projected costs to be incurred
29 in implementing this Agreement for the upcoming two fiscal years, no later than the end of the first
30 quarter of each fiscal year. DOE and CDPHE may choose to enter into a grant or other mechanism
31 to provide for payment of CDPHE's costs relating to the implementation of this Agreement,
32 including any fees or other assessments that would otherwise be imposed under 6 CCR 1007-3.

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

1 66. Unless DOE and CDPHE have entered into a grant or other reimbursement mechanism as
2 described in the preceding paragraph, and DOE provides funding as specified in such grant or
3 mechanism, DOE agrees to pay CDPHE, in full, and no later than 30 days after receipt of invoice, all
4 document review fees and annual waste fees as required by 6 CCR 1007-3. DOE may contest
5 charges in accordance with the dispute resolution procedures of part 7.

6 **PART 15 OTHER CLAIMS**

7 67. Nothing in this Agreement shall constitute or be construed as a bar or release from any claim,
8 cause of action, or demand in law or equity by or against any person, firm, partnership, or
9 corporation, including any DOE or predecessor agency contractor, subcontractor, and/or operator,
10 either past or present, for any liability it may have arising out of or relating in any way to the
11 generation, storage, treatment, handling, transportation, release, or disposal of any hazardous
12 substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

13 68. This Agreement does not constitute any decision on pre-authorization of funds under section
14 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

15 69. Neither EPA nor CDPHE shall be held as a party to any contract entered into by DOE to
16 implement the requirements of this Agreement.

17 **PART 16 EFFECTIVE DATE**

18 The effective date of this Agreement shall be the date on which the last Party signs this Agreement.

19 **PART 17 APPROVAL OF AGREEMENT**

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

22

23

24 _____

25 Dennis Ellis, Executive Director

26 Colorado Department of Public Health and Environment

27

28

29 _____

30 Mike Owen, Director

Draft work product – parties are negotiating in good faith but reserve respective rights to review in entirety prior to ratification

DRAFT ROCKY FLATS LEGACY MANAGEMENT AGREEMENT

1 Office of Legacy Management

2 U.S. Department of Energy

3

4

5

6 _____

7 Robert E. Roberts, Regional Administrator

8 Region 8, Environmental Protection Agency

9

10

11

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City of Golden -- City of Northglenn -- City of Westminster -- Town of Superior
League of Women Voters -- Rocky Flats Cold War Museum -- Rocky Flats Homesteaders -- Ken Foelske

MEMORANDUM

TO: Stewardship Council Board
FROM: Rik Getty
SUBJECT: Legacy Management Quarterly Update Briefing
DATE: September 20, 2006

We have scheduled one hour for Legacy Management (LM) to present the LM quarterly update. At the September 11th Stewardship Council meeting, the Board agreed to host the LM quarterly update meeting. The Board expressed interest in the LM quarterly update briefing as long as the briefing did not become too technical or lengthy. A more technical discussion and data exchange for those interested will be held immediately after the Stewardship Council meeting.

LM Quarterly Report

Each quarter LM issues a quarterly report which is based on the prior quarter and is always updated "in arrears". The reporting period for the current quarterly report is the second quarter (April-June). The lag in the reporting is primarily due to compiling and validating the voluminous sample data collected during the reporting period. LM posted the current quarterly report on their website on September 19th:

http://www.lm.doe.gov/documents/sites/co/rocky_flats/quarterly_reports/2ndqtr2006_report.pdf

The quarterly report is 282 pages long, 104 text pages and the remainder data tables and remedy inspection logs.

I have reviewed the report text and a significant portion of the sample data tables. LM identifies several issues that arose during the reporting period, some of which you already know about:

1. Problems with the groundwater treatment systems
2. Seeps at the Original Landfill
3. Boron contamination in the Present Landfill Pond
4. Continued soil subsidence/slumping near the former Building 991
5. Uranium in both groundwater and surface water

Although the information in the report is somewhat dated, staff (both Stewardship Council and local government) has been previously briefed on these issues. As an example, LM briefed the Stewardship Council at the September 11th Board meeting on maintenance work being performed at the Solar Ponds Plume Treatment System (SPPTS). This briefing was very timely

and provided the Board with up-to-date information on the status of the SPPTS. By comparison, the current quarterly report contains information on the SSPTS only as of June. A large amount of work took place after June on the SPPTS so the Stewardship Council has more current knowledge of the SSPTS than what is reported in the quarterly report.

Due to the lag in publishing the quarterly report it remains vitally important for the RFCA parties to continue the practice of communicating with the local communities on key issues as they arise instead of waiting for the quarterly report. This issue has clearly been communicated to DOE by both the Stewardship Council and by three member governments.

LM Quarterly Update

Typically the LM quarterly report includes updates on the following topics:

- surface water monitoring;
- groundwater monitoring;
- air monitoring;
- ecological monitoring; and,
- site operations (inspections, pond operations, security, general maintenance, etc.).

At the meeting, each update topic listed above will be presented to the Board by the individual who is considered the site's "lead" for the topic. Each presenter will summarize the information found in the quarterly report for their topic. Past practice at LM quarterly update meetings has been that questions are asked of each presenter as they go through their presentation instead of waiting until the end of their presentation. The presenters have been very professional in their briefings and have encouraged those in attendance to ask questions. I trust the Board will appreciate the information updates provided at this meeting.

The Table of Contents and Executive Summary are attached.

Please contact me if you have any questions.



Rocky Flats Site Quarterly Report of Site Surveillance and Maintenance Activities Second Quarter Calendar Year 2006

September 2006



U.S. Department
of Energy

Office of Legacy Management

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- Appendix B. Information for Composite Samples with Unavailable Data
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Executive Summary

The Department of Energy (DOE) Office of Legacy Management (LM) has assumed responsibility of all surveillance and maintenance activities at the Rocky Flats Site to continue protection of human health and the environment. To accomplish this, the accelerated actions that were completed by the DOE Office of Environmental Management (EM) will be maintained and any monitoring and maintenance requirements specified in previous decision documents will be conducted as described in the draft Interim Surveillance and Maintenance Plan for the Rocky Flats Site. These surveillance and maintenance requirements include environmental monitoring; maintenance of the erosion controls, landfill covers, dams, and ground water treatment systems; and operation of the ground water treatment systems.

This report addresses the second calendar quarter of 2006 (April 1 through June 30). During that time LM continued responsibility of surveillance and maintenance activities at the Site.

Highlights of the surveillance and maintenance activities include:

- Non-routine (project-specific) and routine (per the FY05 Integrated Monitoring Plan, IMP Rev. 1, K-H 2005e) ground water monitoring, and non-routine maintenance of ground water treatment systems;
- Routine surface water monitoring as required by the IMP, and routine pond operations and management;
- Compilation and review of the ecology data that had been collected throughout the growing season in 2005; and
- Routine Site Perimeter Air Monitoring as required by the IMP using the reduced three-station network. Please note that the data related to the April 2 buffer zone fire were included in the March filter sample and were reported in the first calendar-quarter report.

This report also includes descriptions of activities that LM implemented including Site security, maintenance and repair of erosion controls to protect bare soil areas, and inspection of the landfills to assure protection of the environment, including ground water and surface water quality.

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City of Golden -- City of Northglenn -- City of Westminster -- Town of Superior
League of Women Voters -- Rocky Flats Cold War Museum -- Rocky Flats Homesteaders -- Ken Foelske

MEMORANDUM

TO: Board
FROM: David Abelson
SUBJECT: Begin discussing outreach plan
DATE: September 20, 2006

I have scheduled 15 minutes for the Board to begin discussing and developing an outreach plan. I had hoped to schedule more time at this meeting but the two prior agenda items will take one hour each, so I now believe we will need to start this conversation at the October meeting and continue it at the November meeting.

One of the items the Board agreed to when developing and approving the 2006 work plan was the need to develop and implement mechanisms to keep the general public informed about the Stewardship Council's work and site activities. Options identified in the work plan include periodic newsletters and/or annual reports, and email updates.

While the Board has not yet discussed this issue, Rik and I have begun developing communication systems consistent with this work plan item. As you know we draft monthly updates that we forward to the Board and to members of the public who have requested that we keep them informed of Stewardship Council activities. That list, which includes 54 people, is attached to this memo. We also email copies of the Board meeting packets (minus executive session materials) to that group as well. Similarly, as necessary and appropriate, we also send emails to the community (e.g., Board's position on Rep. McKinley's bill and Board's position of USFWS refuge signs) and post our monthly reports on the web.

As I indicated in my August 31, 2006, email to the Board, in addition to these steps there are other steps we should consider. Some include:

1. Have Board members forward our monthly updates to your fellow councilors/commissioners and members of your staff. You can also forward the update to your members (for those who have members).
2. Provide a link from your website to the Stewardship Council's website www.rockyflatssc.org

3. Develop a power point presentation that Board members can use when speaking to groups (e.g., Chambers, schools, etc.)
4. Develop a fact sheet about Rocky Flats – the history of the site, cleanup, long-term stewardship and future use.

Clearly, there are other ideas that we should explore. As I indicated in my August 31 memo, in order to develop a plan that is appropriate for the organization, I will need to know both your interest and time availability. Thanks.

Distribution List Name: LSO packets

Members:

Adrienne Andersen (Peace Center)
Alisha Jeter (Broomfield Enterprise)
Amy Thornburg (USFWS)
Anne Fenerty
Bob Darr (DOE-LM)
Brad Turner (Longmont Daily Times-Call)
Carl Spreng (CDPHE)
Charlie McKay
Dan Miller (CO Attorney General)
Dave Shelton (Kaiser-Hill)
David Geiser (DOE-LM)
David Kruchek (CDPHE)
Dean Rundle (USFWS)
Debbie Grieco (RF Cold War Museum)
Doris DePenning
Doug Hiebert
Doug Young (Udall)
Erin Minks (Salazar)
Erin Rogers
Frazer Lockhart (DOE)
Hank Stovall (former Broomfield City Council)
David Hiller (Salazar)
Jane Greenfield (Westminster)
Jeanette Alberg (Allard)
Joe Downey (former CAB member)
John Boylan (Stoller/RF Cold War Museum)
John Rampe (DOE)
Ken Korkia (former CAB staff)
Kim Mcguire (Denver Post)
Larry Kimmel (EPA)
Laura Duke (Beauprez)
LeRoy Moore (Peace Center)
Marge Klein (Beauprez)
Marion Galant (CDPHE)
Mark Aguilar (EPA)
Mark Sattelberg (USFWS)
Melissa Horne
Morgan Cullen (Owens)
Pamela K Tumler (GAO)
Patricia Calhoun (Westword)
Paul Kalomiris (ECA)
Paul Kilburn (North Jeffco Nature
Association)
Paula Elofson-Gardine
Rob Henneke (EPA)
Ronald DiGiorgio (former Steelworker)
Sam Dixion (former Westminster City
Council)
Scott Surovchak (DOE-LM)
Todd Hartman (Rocky Mountain News)
Todd Neff (Daily Camera)
Tom Brunner (former Broomfield City
Council)
Tony Carter (DOE-LM)
W.M. McNeill (former CAB member)
Wes McKinley (state Rep.)
William Kossack (former CAB member)