

ROCKY FLATS STEWARDSHIP COUNCIL

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

(303) 412-1200
(303) 600-7773 (f)

Jefferson County ~ Boulder County ~ City and County of Broomfield ~ City of Arvada ~ City of Boulder
City of Golden ~ City of Northglenn ~ City of Thornton ~ City of Westminster ~ Town of Superior
League of Women Voters ~ Rocky Flats Cold War Museum ~ Rocky Flats Homesteaders
Kim Griffiths

Board of Directors Meeting – Agenda

Monday, October 29, 8:30 – 11:15 AM

**Rocky Mountain Metropolitan Airport, Terminal Building, Mount Evans Room
11755 Airport Way, Broomfield, Colorado**

- 8:30 AM Convene/Introductions/Agenda Review
- 8:35 AM Chairman’s Review of October 1st Executive Committee meeting and meeting protocols
- 8:40 AM Public Comment: Comments will be limited to the Consent Agenda and non-agenda items
- 8:50 AM Business Items (briefing memo attached)
1. Consent Agenda
 - Approval of meeting minutes, checks and contract amendment
 2. Executive Director’s Report
- 9:00 AM Host DOE Quarterly Meeting (briefing memo attached)
- DOE will brief the Stewardship Council on site activities for the second quarter of 2018 (April - June).
 - DOE has posted the report on its website and will provide a summary of its activities to the Stewardship Council.
 - Activities include surface water monitoring, groundwater monitoring, ecological monitoring, and site operations (inspections, maintenance, etc.).
- Public Comment on DOE’s Quarterly Report: Comments must focus on DOE’s Quarterly Report.
- 10:15 AM Board Approval of 2019 Work Plan (briefing memo attached)
- The Board reviewed the draft 2019 Work Plan at the September meeting.
 - No changes were offered at the meeting, but two minor changes have been made since the meeting.

Action Item: Approve 2019 Work Plan

- 10:20 AM Board Approval of 2019 Budget (briefing memo attached)
- The Board reviewed the draft budget at the September meeting. No changes were offered. One was made following the meeting.
 - Prior to finalizing the budget, the Board must hold a budget hearing and allow time for public comment.
 - Following the public hearing, the Board must approve the budget resolution.

Action Item: Hold fiscal year 2019 budget hearing and approve resolution adopting the budget

10:30 AM Board Roundtable – Big Picture/Additional Questions/Issue Identification

10:45 AM New Member Interviews and Selection

- One organization and two individuals applied for membership to the Rocky Flats Stewardship Council
- The governments will hold interviews and vote to approve up to two for Board membership.

Action Item: Interview the candidates and make the appointments

Adjourn

Upcoming Meetings:

February 4, 2019

April 1, 2019

June 3, 2019

Business Items

- Cover memo
- September 17, 2018, draft board meeting minutes
- List of Stewardship Council checks
- Draft revised executive director/technical advisor services contract
- Current executive director/technical advisor services contract
- Melissa Weakley/Greenroots Consulting statement of qualifications

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MEMORANDUM

TO: Stewardship Council
FROM: David Abelson
SUBJECT: Business Items – Consent Agenda
DATE: October 17, 2018

In addition to the approval of minutes and checks, the Board will approve the contract amendment. That amendment accounts for the change from Rik Getty to Melissa Weakley as the Stewardship Council's technical advisor. The draft contract is attached.

None of the proposed modifications change the fee structure or legal relationship between the Board, technical advisor and me. It is simply a mechanism to make the necessary change and update the contract to comport with current state and federal law. As you review the contract there are a few items to highlight:

1. Instead of signing contract amendment #3, we will sign a new contract. The existing contract was signed in 2007 and has been amended two times, so it's cumbersome to understand what provisions remain in effect.
2. The attached version incorporates the two prior amendments as the baseline contract. Barb then made additional changes (those are shown in redline). For most of the changes she also added comments to explain her reasoning.
3. The changes are as follows:
 - a. Update the recitals
 - b. Remove reference to Rik and refer to the technical advisor without specifying an individual
 - c. Change the effective date
 - d. Delete one word ("Board") under allowable expenses to clarify how approval of Stewardship Council expenses actually work
 - e. Simplify and update the section on DOE reporting requirements
 - f. Incorporate the updated state and federal provisions regarding contractor requirements related to illegal immigrants (referred to as illegal aliens in law)
 - g. Modify the language but not substance of one item for the work scope

I have also attached the existing contract with the amendments, and Melissa's statement of qualifications. Please let me know what questions you have.

ROCKY FLATS STEWARDSHIP COUNCIL
Monday, September 17, 2018, 8:30 – 11:55 a.m.
Rocky Mountain Metropolitan Airport, Terminal Building, Mount Evans Room
11755 Airport Way, Broomfield, Colorado

Board members: Sandra MacDonald (Alternate, Arvada) Cindy Domenico (Director, Boulder County), Summer Laws (Alternate, Boulder County), Lisa Morzel (Director, Boulder), Mike Shelton (Director, Broomfield), Kim Groom (Alternate, Broomfield), David Allen (Alternate, Broomfield), Pat O’Connell (Alternate Jefferson County), Joyce Downing (Director, Northglenn), Shelley Stanley (Alternate, Northglenn), Chris Hanson (Director, Superior), Sandy Pennington (Alternate, Superior), Jan Kulmann (Director, Thornton), Emily Hunt (Alternate, Thornton), Jeannette Hillery (Director, League of Women Voters), Linda Porter (Alternate, League of Women Voters), Murph Widdowfield (Director, Rocky Flats Cold War Museum), Ken Freiberg (Alternate, Rocky Flats Cold War Museum), Roman Kohler (Director, Rocky Flats Homesteaders), Kim Griffiths

Stewardship Council staff and consultants: David Abelson (Executive Director), Barb Vander Wall (Seter & Vander Wall, P.C.), Rik Getty (Technical Program Manager), Sandy Thomas

Attendees: Ryan Hanson (Sen. Gardner), Gwen Hooten (DOE-LM), Vera Moritz (EPA), Lindsay Masters (CDPHE), Linda Kaiser (Navarro), John Boylan (Navarro), Bob Darr (Navarro), Jeremy Wehner (Navarro), Patty Gallo (Navarro), Laura Hubbard (Broomfield), Carl Spreng, Christine Hawley, Marion Whitney, Reid Panzer, Elizabeth Panzer, LeRoy Moore, Ted Zeigler, Lynn Segal, Beverly Lyne, Nancy Wolfe, Linda Hladik, Kevin Kamps, Julia Medeiros, Carl Eklund, Diane Vigil, Nathan Church.

Convene/Agenda Review: Chair Joyce Downing opened the meeting at 8:30 a.m.

Public comment on Consent Agenda and Non-Agenda Items: Marion Whitney stated that the public has the right to know what is found at Rocky Flats. She stated that Dr. Michael Ketterer is offering assessments of ground contaminants in soils at the access points.

Ted Zeigler stated that there is a history of contamination at the site. From 1952 to the closing of Rocky Flats, a large number of employees developed various diseases from the contamination. He stated that 1400 barrels of plutonium from Dow Chemical were buried on both sides of the fence, and there is no record of removal. He stated that there has been no success at having independent testing. Mr. Zeigler provided a written opinion statement to the Board.

Leroy Moore stated that the February 5, 2018, CDPHE report to the Stewardship Council contains misinformation. He provided to the Stewardship Council a 10-page rebuttal report and requested that it be put on the Stewardship Council's website.

Lynn Segal stated that she wanted Rocky Flats closed. She stated that alpha particles in the wind get into people’s lungs. She stated that particulates aggregate to the soil and do not show up in testing. She stated her concerns that visitors will carry the particulates offsite. She requested

that studies be conducted by independent experts. She stated that geology changes and contaminants in underground caverns may not yet have been identified.

Beverly Lyne stated that she is a nurse. She volunteered to work with emergency responders to address emergencies that could occur as a result of people accessing the Refuge.

Business Items:

Consent Agenda: Approval of Minutes and Checks: Lisa Morzel moved to approve the minutes and checks; Jeannette Hillery seconded the motion. The motion was approved 12-0.

Executive Director's Report: David opened by introducing Linda Porter, who will be serving as the new alternate for the League of Women Voters. He next introduced Ken Freiberg, a member of the Rocky Flats Cold War Museum. As he did in past years, Ken will serve as an alternate.

David next mentioned that the application period for membership to the Rocky Flats Stewardship Council was open. Applications are due October 4th, and interviews and appointments will take place at the October 29th meeting. Up to two seats are open for appointment. David explained that he provided notice via emails, posting notice on the website and other means.

David next turned to the Rocky Flats National Wildlife Refuge. The Refuge opened on September 15th for public recreation. David visited that Refuge that day. He said at the north entrance there were five protestors. He also said there were hikers, bikers, birders and others on the trails. He segued into discussing one of the common challenges sites such as Rocky Flats face – loss of institutional knowledge about the history of the cleanup and ongoing long-term management needs. As evidenced at Rocky Flats, there are few local elected officials who were elected officials during cleanup. That includes elected officials at the federal, state and local level. At Rocky Flats, one of the mechanisms we have to address the turnover of knowledge is the Rocky Flats Stewardship Council, and that continuity is key. Similarly, there is little continuity amongst community members. David noted that very few of the community members involved in tracking site issues were involved during cleanup, that most are new to the issues in the last 3-5 years. Yet, together, the elected officials, community members, site, contractor and regulatory personnel and others are critical to maintaining knowledge of Rocky Flats and ongoing management needs.

One of David's questions is what happens 20, 50, or 100 years from now. How, he asked, will people know of the site history and management needs. David stated that one mechanism we now have is people going to the Refuge. Because of access, coupled with signage at Rocky Flats, the visitor center (if built), and on-line resources, people will have access to information about Rocky Flats. The key, David said, is access to the Refuge. If the site were to be fenced and off-limits, it would more easily fall from people's awareness, and the chance that people will forget the history and management needs would increase.

Mike Shelton asked David about the entrance signs. David said signs were posted but he did not read them. He said he would circulate photographs of them to the Board. Lisa Morzel spoke about the visitor center, saying that it would provide a vital means of informing people. Murph

Widdowfield said he read the signs and that the signage was appropriate. He said that if USFWS put up enough signs to explain the totality of Rocky Flats, the signs would be so many as to obscure people's views. Sandy Pennington said that with the Greenway Trail being connected to Rocky Flats, people would mountain bike from the Rocky Mountain Arsenal to Rocky Mountain National Park, going through Rocky Flats. She said the amount of people visiting Rocky Flats Refuge would be far greater than USFWS anticipated in 2005, which is a big change. People would not know the history of Rocky Flats, and without signage to explain the site history, would not be able to grant informed consent. Lisa responded by saying that once the Greenway Trail connects with Rocky Flats she would like people to have a choice of either going through Rocky Flats or around it. Cindy Domenico said that the Minuteman Missile Site in South Dakota provides an excellent example of a visitor center.¹

DOE Quarterly Report: This report is for the first quarter 2018.

Surface Water, John Boylan (substituting for George Squibb)

The Original Landfill (OLF) performance monitoring at location GS59 for selenium showed concentrations above RFLMA standards, with the mean selenium concentration at 7.65 milligrams per liter (mg/L) for the quarter. The RFLMA standard is 4.6 mg/L. These levels prompted increased sampling frequency to monthly for the second quarter per the RFLMA evaluation protocols. The three sample results for the second quarter show selenium was not detected. Sampling at the Present Landfill (PLF) showed concentrations for all analytes below applicable RFLMA water quality standards. No RFLMA point of evaluation analyte concentrations were reportable during the first quarter of 2018.

At the Walnut Creek point of compliance (WALPOC), the 30-day average uranium concentrations were reportable for February 11, 2018 through April 19, 2018 during winter/spring baseflow conditions. The 12-month rolling average uranium concentration has remained below the reportable level. All other POC analyte concentrations remained below reportable levels during the first quarter of 2018.

David Allen asked about the CDPHE split sample of 2/9/18 to 2/16/18 at Walnut Creek of 22 ug/L, which is above the acceptable 16.8 ug/L. Linda Kaiser responded that John's numbers lined up with DOE's.

Groundwater Monitoring and Operations, John Boylan

The RFLMA monitoring network includes:

1. Ten Resource Conservation and Recovery Act wells (RCRA) that are monitored quarterly. The purpose is to evaluate potential impacts from OLF and PLF.
2. Nine Area of Concern wells and one surface water support location are monitored semiannually. They are located in drainages downstream of contaminant plumes and are evaluated for plumes discharging to surface water.

¹ <https://www.nps.gov/mimi/planyourvisit/visitorcenters.htm>

3. Twenty-seven Sentinel wells that are monitored semiannually for downgradient of treatment systems, edges of plumes and in drainages to look for plumes migrating to surface water and treatment system problems.

The RFLMA monitoring network includes forty-two evaluation wells that are monitored biennially within plumes, near source areas, and interior of Central Operable Unit to evaluate whether monitoring of an area or plume can cease. There are nine treatment system locations, seven of which are monitored semiannually and two are monitored quarterly.

John stated that the RCRA wells were sampled during this period. The results were generally consistent with the previous data. The treatment system activities included routine maintenance and seasonal needs to the Mound Site Plume Collection System and the East Trenches Plume Treatment System. Treatment to the Solar Ponds Plume Treatment System included routine maintenance, seasonal needs, completion of minor electrical work (battery replacement, removal of unnecessary solar panels,) continued treatment of nitrate to below detection limits and subcontracted treatment experts completing work on uranium treatment evaluation.

Site Operations, Jeremy Wehner

The signs were inspected on March 1, 2018. One sign had a broken corner and was replaced. Three monthly inspections were done at OLF. There were no weather-related inspections needed. Eight settlement monuments were surveyed and the vertical settling at each monument was within limits. This quarter was the beginning of the geotechnical investigation and instrumentation project to include nine piezometers, five inclinometer/piezometer combinations, and four test pits, one near Seep 2/3 fitted with a gravity drain, and one test pit near Seep 10 fitted with sump pipe and siphon line.

The East subsurface drain was inspected as part of the OLF monthly inspections. In January, clean fill was added behind Berm 7 to eliminate a low spot (ponding). The temporary groundwater intercept system was shut down for the winter. At the PLF, the quarterly inspection showed the landfill in good condition; no maintenance was required. At former Building areas 37;1, 771, 881, and 991, a best management practice inspection was performed for erosion and subsidence. There were no identified changes. At the North Walnut Creek Slump, the geotechnical investigation and instrumentation project was completed that included fifteen piezometers and three inclinometers. A crack of approximately two inches wide and two feet deep reappeared along the slump scarp alignment. Monitoring points were surveyed on January 3, February 5, and March 6. The crack was filled and tamped to limit direct water infiltration. The access roads are in good shape with no major rutting, and no maintenance was conducted during the first quarter of 2018.

Lisa Morzel asked what the white sign was. Linda Kaiser responded that it was the Rocky Flats institutional controls. Lisa asked if the piezometers were gone from the OLF. Jeremy responded that piezometers were not placed there. Lisa stated that it is important to know the groundwater elevation and if and how quickly the groundwater is rising, which could be determined by a piezometer.

Mike Shelton inquired as to whether test borings were done. Jeremy responded that borings were done and taken to the lab for geotechnical testing and nothing was detected. If there had been any waste found as was found at C-10 in the subsurface, action would be taken. At C-10, a subsurface storm drainage pipe was found and removed. The end of the pipe was found by drilling and it was confirmed that there was no waste. David Allen asked where the pipe went. Jeremy responded that the pipe went in landfill material. It is 11 - 12' below the surface within the waste footprint. The cap is 2' thick. The landfill material was tested and only pipe and soil were found.

David Allen asked if during the soil testing of the borings, more testing could be done to clarify what is in the soils. Lisa Morzel asked what happens to the soil samples. Lisa Kaiser responded that the soil samples are kept in the lab, but just a chemical analysis is done.

Lisa Morzel, Jeannette Hillery, David Allen, Kim Griffiths, and Sandy Pennington expressed concern that no testing is done on those borings to detect trace metals. They discussed that if the borings are done, comprehensive testing should be done to determine more than just the chemical analysis. Linda Kaiser stated that it is not in their contract to test for trace metals. It was discussed that DOE had not done soil sampling since 2005.² Kim Griffiths stated that USFWS does soil testing along the trails. Linda Kaiser suggested that the various elected officials talk with DOE about expanding the parameters of the soil testing to include trace metals. Lisa Morzel and Kim Griffiths discussed that a letter should be sent from the member governments to DOE requesting that the soil samples also be tested for trace metals.

Public comment: Lynn Segal asked when a pipe is capped off, what is done with the contaminants on site. Marion Whitney asked where the water went after the pipe was capped off. Jeremy responded that the crack was closed using soil as fill, and the water is absorbed into the soil. Ted Zeigler asked if soil sampling had been done this year. Jeremy responded that soil sampling is not called for in the contract, but they would do soil sampling if something was found to be wrong. Beverly Lyne asked if there was a list for testing of groundwater. Jeremy replied that it depends on the location, and that all of the points monitored are listed along with the results in the quarterly report. Ted Zeigler asked Linda Kaiser if she believes there is no contamination in the soil. Linda responded that there is contamination but that levels are within regulatory levels.

2019 Work Plan – Initial Review: Chris Hanson opened the discussion of the work plan, noting the Board would review the initial plan at this meeting and adopt the plan, as revised, at the October 29th meeting. David provided an overview of the proposed changes, explaining that there are few changes.

Summer Laws asked about communication. She said there are disparities between online information about Rocky Flats and the physical signs on site. She requested that members of the Executive Committee contact DOE representative to Rocky Flats to discuss consistency in the information provided about Rocky Flats. She suggested that interested organizations be contacted to see what questions they and the public have about Rocky Flats and the wildlife

² Note: Sampling was conducted at the OLF in 2010. Document title: "Original Landfill Data Summary and Evaluation Report December 2010"

refuge. This information can then be provided to DOE and USFWS for consistent responses and information at the site and online.

2019 Budget – Initial Review: David Abelson explained that, as a unit of local government under the Colorado Constitution, the Stewardship Council must review the budget at one meeting and then hold budget hearings at a second meeting prior to adopting a final budget. The budget hearings will be held at the October 29th meeting, at which time the Board will adopt the budget. David explained that the budget was very similar compared to previous years.

No changes were suggested to the draft.

Rocky Flats History Briefing: Murph Widdowfield, representing the Rocky Flats Cold War Museum, provided an overview of the history of Rocky Flats including how the Rocky Flats site was chosen, what was actually built on site, and the secrecy involved in the operations.

Roman Kohler, representing the Rocky Flats Homesteaders, discussed the goals of his organization. Roman and Murph informed the group that the Rocky Flats Museum is the only one in the U.S. with no funding from DOE. Their organizations raise money from the private sector.

Chris Hansen thanked both for the informative presentation.

EXECUTIVE SESSION: At 11:10 a.m. Chris Hanson made a motion to move into Executive Session for the purpose of discussing Stewardship Council personnel contracts for 2018, authorized pursuant to Section 24-6-402(4)(e) & (b), C.R.S., to determine positions relative to matters that may be subject to negotiation, and conferencing with the attorney on such matters. Mike Shelton seconded the motion. The motion passed 12-0.

The Board reconvened from Executive Session at 11:35 a.m. and affirmed that no actions had been taken during Executive Session.

Board Roundtable: David Abelson discussed the Big Picture. At the October 29th meeting, the Board will adopt the 2019 draft work plan and 2019 budget, be briefed on DOE's quarterly report, and appoint members to the Board of Directors.

Lisa Morzel discussed the importance of expanding the sampling requirements to include trace metal testing. She said DOE needs to know that the governments and community members are concerned about this issue. Jeannette Hillery commented that DOE needs to expand its scope and provide the information. Instead of doing only what is absolutely required, DOE need to go beyond that to what makes sense. Sandy Pennington commented that maximizing knowledge is imperative.

Lisa Morzel stated that it is important to make the boundary between the DOE-managed Central Operable Unit and Rocky Flats Refuge permanent. She said USFWS supports this idea. Lisa said it is difficult to look to long term goals when the boundaries are not permanent. If the boundaries are permanent, long term planning will be easier, and generational goals can be set.

Kim Griffiths provided the Board with the results of a survey done within the following zip codes: 80007, 80005, 80403, and 80004, conducted from July 7 - 9, 2018, with 235 respondents. The survey showed that a majority of the respondents thought the refuge was an attractive amenity, is safe, and that they and their families are likely to use the refuge.

Lisa Morzel informed the Board that Boulder created and distributed information packets about the refuge. She said if anyone is interested in seeing what was produced to contact her.

The meeting was adjourned at 11:55 a.m.

Prepared by Sandy Thomas

10:20 AM

10/14/18

Rocky Flats Stewardship Council

Check Detail 2018

August 30 through October 14, 2018

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	1938	09/07/2018	Century Link	CASH-Wells Fargo-Operating		-26.83
				Telecommunications	-26.83	26.83
TOTAL					-26.83	26.83
Bill Pmt -Check	1939	09/07/2018	Jennifer A. Bohn	CASH-Wells Fargo-Operating		-361.00
Bill	18.51	08/31/2018		Accounting Fees	-361.00	361.00
TOTAL					-361.00	361.00
Bill Pmt -Check	1940	09/07/2018	Crescent Strategies, LLC	CASH-Wells Fargo-Operating		-8,475.52
Bill	8/31/18 Billing	08/31/2018		Personnel - Contract	-7,750.00	7,750.00
				TRAVEL-Local	-575.46	575.46
				Postage	-15.99	15.99
				Telecommunications	-134.07	134.07
TOTAL					-8,475.52	8,475.52
Check	1941	10/06/2018	Century Link	CASH-Wells Fargo-Operating		-27.00
				Telecommunications	-27.00	27.00
TOTAL					-27.00	27.00
Bill Pmt -Check	1942	09/07/2018	Seter & Vander Wall, P.C.	CASH-Wells Fargo-Operating		-98.00
Bill	77053	08/31/2018		Attorney Fees	-98.00	98.00
TOTAL					-98.00	98.00
Bill Pmt -Check	1943	10/06/2018	Blue Sky Bistro	CASH-Wells Fargo-Operating		-300.00
Bill	3167	09/17/2018		Misc Expense-Local Government	-300.00	300.00
TOTAL					-300.00	300.00
Bill Pmt -Check	1944	10/06/2018	Cassandra Thomas	CASH-Wells Fargo-Operating		-500.00
Bill	Email 10/2	09/30/2018		Personnel - Contract	-500.00	500.00
TOTAL					-500.00	500.00
Bill Pmt -Check	1945	10/06/2018	Crescent Strategies, LLC	CASH-Wells Fargo-Operating		-9,889.75
Bill	9/30/18 Billing	09/30/2018		Personnel - Contract	-7,750.00	7,750.00
				TRAVEL-Local	-110.64	110.64
				Postage	-15.99	15.99
				Telecommunications	-134.07	134.07
				Printing	-90.00	90.00
				Supplies	-10.00	10.00
				TRAVEL-Out of State	-1,779.05	1,779.05
TOTAL					-9,889.75	9,889.75
Bill Pmt -Check	1946	10/06/2018	Erin Rogers	CASH-Wells Fargo-Operating		-200.00
Bill	10/5/18 Billing	09/30/2018		Personnel - Contract	-200.00	200.00
TOTAL					-200.00	200.00
Bill Pmt -Check	1947	10/06/2018	Jennifer A. Bohn	CASH-Wells Fargo-Operating		-351.50
Bill	18-52	09/30/2018		Accounting Fees	-351.50	351.50
TOTAL					-351.50	351.50
Bill Pmt -Check	1948	10/06/2018	Seter & Vander Wall, P.C.	CASH-Wells Fargo-Operating		-2,547.44
Bill	77207	09/30/2018		Attorney Fees	-2,547.44	2,547.44
TOTAL					-2,547.44	2,547.44

**AGREEMENT FOR EXECUTIVE DIRECTOR/ TECHNICAL
CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is entered into the ____ day of _____, 20__ by and between the **ROCKY FLATS STEWARDSHIP COUNCIL**, a separate legal, public entity, created by intergovernmental agreement (as permitted by Colo. Const. Art. XIV, and section 18(2), part 2 of article 1, title 29, C.R.S.) (the "Stewardship Council"), and **CRESCENT STRATEGIES, LLC**, a Colorado limited liability company (the "Consultant").

RECITALS

~~WHEREAS, the Stewardship Council was created by intergovernmental agreement ("IGA") effective February 13, 2006, and was created to allow local governments to work together on issues related to the long term protection of Rocky Flats; and~~

~~WHEREAS, the Stewardship Council is governed by a Board of Directors made up of public official representatives of nine Colorado local governments including Boulder County, Jefferson County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Golden, the City of Northglenn, the City of Westminster, and the Town of Superior; and community stakeholder representatives currently including the League of Women Voters, the Rocky Flats Cold War Museum, the Rocky Flats Homesteaders and Ken Foelske; and~~

WHEREAS, the Stewardship Council was created by an intergovernmental agreement effective February 13, 2006, as modified by First Amendment dated February 6, 2012, and Second Amendment dated February 8, 2018 (collectively, the "IGA"), by and among Boulder County, Jefferson County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Westminster, the Town of Superior, the City of Golden, the City of Northglenn, and the City of Thornton, created to allow local governments to work together on issues related to the long-term protection of Rocky Flats; and

WHEREAS, the Stewardship Council previously entered into an agreement with Consultant, dated November 6, 2007, as modified by a First Amendment dated June 1, 2015, and by a Second Amendment dated January 1, 2017 (collectively, the "2007 Agreement"), for executive director and technical services in order to manage the Stewardship Council's activities, as described therein (the "Services"); and

WHEREAS, this Agreement intends to supersede the 2007 Agreement, and the 2007 Agreement shall be terminated as described in paragraph

WHEREAS, the Stewardship Council requires executive director and technical services in order to manage the Stewardship Council's activities; and

~~WHEREAS, the Consultant has available to offer the specialized skills and services of the individuals David Abelson and Rik Getty, both of whom have unique familiarity and knowledge of Rocky Flats and, as well as the Stewardship Council, and their purposes, which familiarity is~~

Commented [BVW1]: This Recital replaces the original recitals, in order to update the IGA with subsequent amendments and additional parties.

Commented [BVW2]: Additional Recital reflects original agreement and 2 amendments

not available through any other source, and is able to provide the required specialized executive director skills and technical services; and

Commented [BW3]: Modifications made to eliminate reference to specific named individual

WHEREAS, the Stewardship Council desires to engage the Consultant to provide the executive director and technical services described herein, pursuant to the terms and conditions of this Agreement, and the Consultant desires to provide such services;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. SCOPE OF SERVICES. The Consultant shall be responsible for performing all things stated in the Scope of Services attached as **Exhibit A** in connection with the provision of executive director and technical services (collectively referred to as the "Services"), as desired by the Stewardship Council. The Consultant shall perform such Services as set forth herein, and as may be directed, from time to time, by the Stewardship Council in accordance with **Exhibit A**, using that degree of skill and knowledge customarily employed by others performing similar services in the United States. The parties acknowledge that Consultant may employ the services of a subcontractor ~~Rik Getty~~ to perform the "technical" portion of Consultant's Services.

2. ADDITIONAL SERVICES. The Stewardship Council may request the Consultant to provide the Stewardship Council with certain additional services not covered in Exhibit A ("Additional Services"). Authorization to proceed with any additional work shall not be given unless Stewardship Council funds have been appropriated sufficient to cover the additional compensable amount under the Agreement. Compensation for Additional Services will be as outlined in paragraph 4 below, unless mutually agreed otherwise in writing. The Consultant shall perform such Special Services using that degree of skill and knowledge customarily employed by other professionals performing similar services in the State of Colorado.

3. TERM OF AGREEMENT. The term of this Agreement shall begin effective as of the 1st day of ~~February~~ January, 2019~~08~~, and shall expire on the 31st day of December, 20~~08~~19, unless terminated sooner as provided for in paragraph 9 hereof. Thereafter, the Agreement shall renew each year on January 1st for successive one-year terms unless the Stewardship Council elects to exercise its termination provisions provided in paragraph 9; provided further that it shall be a condition precedent to each such renewal that the Stewardship Council make an appropriation for the ensuing year sufficient to pay for the Services. It is the Stewardship Council's intent to annually review the Agreement in the fourth quarter of the fiscal year.

4. COMPENSATION. In consideration of the performance of the Services, following the submittal of a satisfactory invoice, the Stewardship Council shall pay Consultant the fixed amount of ~~\$7,750,600~~ per month, which includes plus the costs for the technical services ~~performed by Rik Getty~~, at the fixed amount of \$1,150 per month. In addition, the Stewardship Council shall provide reimbursement of eligible direct costs, not to exceed the amount of \$250 per month ~~without prior Board approval~~, except as noted below. Only actual costs incurred shall be funded pursuant to this Agreement. Actual direct costs incurred by Consultant in connection with the

Commented [BW4]: There is no change to the compensation amounts; these amounts reflect what was approved with the 2nd amendment, January 2017.

Commented [BW5]: Deletion of "Board" is consistent with current RFSCo practice of financial expenses approved by the Chair or Vice Chair.

Services which are eligible for reimbursement include consumable supplies, meeting expenses, postage, printing, delivery services, mileage reimbursement (paid at the federally imposed per mile rate), and telecommunications (fax, internet and telephone) charges. Costs for any out-of-state travel require prior approval by the Stewardship Council, through its Chair or Vice-Chair. In the event that Additional Services are requested, the Stewardship Council will compensate the Consultant for such services in an amount mutually agreeable to the parties.

5. INDEPENDENT CONTRACTOR. The Consultant hereby declares itself to be an independent contractor and nothing herein contained shall constitute or designate the Consultant as an employee or agent of the Stewardship Council. The Stewardship Council is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONSULTANT ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER'S COMPENSATION BENEFITS THROUGH THE STEWARDSHIP COUNCIL AND THAT THE CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED UNDER THIS AGREEMENT.**

6. SUBCONTRACTORS. The parties acknowledge that the Consultant may subcontract for the performance of certain of the Services; however, the Consultant shall be solely and fully responsible for the performance of the Services.

7. CONSULTANT'S INSURANCE. The Consultant shall acquire and maintain, during the entire term of this Agreement, including any extensions of the term, statutory worker's compensation insurance coverage, general liability insurance coverage and automobile liability insurance in the minimum amounts set forth below:

Workers' compensation insurance: in accordance with applicable law;

General liability insurance: in the minimum amount of \$1,000,000 general aggregate.

Automobile liability insurance: in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident, covering all owned, hired and non-owned automobiles.

A current certificate evidencing such policies together with the amounts of coverage for the respective types of coverage shall be submitted to the Stewardship Council.

8. INDEMNIFICATION. The Consultant hereby agrees to indemnify and hold harmless the Stewardship Council and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, and expenses (including reasonable attorneys' fees), arising directly or indirectly, in whole or in part, out of the negligence or any criminal or tortious act or omission of the Consultant, in connection with this Agreement and/or the Consultant's Services or work hereunder, whether within or beyond the scope of its duties or authority hereunder. The provisions of this section shall survive termination of this Agreement.

9. TERMINATION NOT-FOR-CAUSE. In addition to any other rights provided herein, either party shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the other party 30 days' prior written notice of termination specifying the extent of termination and the effective date of termination. Upon termination of this Agreement, Consultant shall be entitled to pro-rated payment for the Services performed.

10. WORK PRODUCT. All work product of the Consultant prepared pursuant to this Agreement, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Stewardship Council under all circumstances, whether or not the Services are completed. All work product shall be provided to the Stewardship Council at the time of completion of any of the discrete tasks specified in the Services or at the time of termination of this Agreement, whichever event first occurs. The Consultant shall maintain reproducible copies on file of any such work product involved in the Services, shall make them available for the Stewardship Council's use, and shall provide such copies to the Stewardship Council, upon request, at commercial printing rates. At any time, the Stewardship Council may obtain reproducible copies of the Consultant's work product by paying printing costs as set forth above.

11. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services upon receipt in the United States Mail, first class postage prepaid, addressed to the Stewardship Council at:

Rocky Flats Stewardship Council
P.O. Box 17670
Boulder, Colorado 80308

with a copy to:

Seter & Vander Wall, P.C.
7400 Orchard Road, Suite 3300
Greenwood Village, Colorado 80111
Attn: Barbara T. Vander Wall

or to the Consultant at:

Crescent Strategies, LLC
1400 Riverside Avenue
Boulder, Colorado 80304
Attn: David Abelson
Phone: 303-859-1807

Either party may change its address for purposes of this paragraph by giving written notice of such change to the other party in a manner provided in this paragraph.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

13. ASSIGNMENT. The Consultant shall not assign this Agreement or parts thereof, without the express written consent of the Stewardship Council. The Stewardship Council may assign this Agreement.

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16. CONFLICT OF INTEREST. The Consultant shall not participate in any circumstance which might cause or appear to cause the Consultant's (or any of its members, employees or agents) impartiality to be questioned, without disclosing such conflict of interest to the Stewardship Council Executive Committee, and obtaining consent by the Stewardship Council, through its Executive Committee, for such participation.

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18. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

19. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

20. ADDITIONAL PROVISIONS. This Contract is awarded pursuant to funds received through an agreement between the Stewardship Council and the DOE and under the direction of the DOE. In compliance with the requirements imposed by the awarding federal agency, the following provisions are included in this Contract:

A. All work product shall be subject to the copyright and publishing provisions of DOE's regulations.

B. All work product shall be subject to DOE's policies and procedures concerning patent rights.

C. ~~DOE reports shall be provided as required under the Stewardship Council's grant with DOE. The DOE requires that the Stewardship Council submit annual reports to the DOE for each year that the Stewardship Council continues to receive federal assistance, and for one year thereafter, which reports shall include the status of the Stewardship Council's activities funded by DOE, the costs incurred for each completed and/or partial activity, and any operational costs of activities, the degree to which the activities have achieved their goals, and the overall effectiveness of the economic assistance provided in meeting the adjustment needs of the area.~~

Commented [BVW6]: This reflects current requirements and elimination of outdated language.

D. The Stewardship Council, the DOE, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

E. All required records developed in connection with this Agreement shall be retained for a period of three years after the Stewardship Council makes final payment to the Consultant and all other pending matters are closed.

F. This Agreement is subject to all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

21. **ILLEGAL ALIENS.** Pursuant to the requirements established by §§ 8-17.5-101, *et seq.*, C.R.S., the following provisions are incorporated herein and made a part of this Agreement:

Commented [BVW7]: These changes are the result of state law changes reflecting use of "E-Verify Program" through the State (and also maintains consistency with the federal Basic Pilot Program requirements)

~~Aa.~~ Consultant acknowledges that, prior to executing the Agreement, Consultant has certified that it does not knowingly employ or contract with an illegal alien and that the Consultant has participated in the E-Verify Program (formerly known as or attempted to participate in the Basic Pilot Program¹) (the "E-Verify Program") or the Colorado Department of Labor and Employment (the "Department") program established by § 8-17.5-102(5)(c), C.R.S. (the "Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment under the Agreement in the United States.

~~Bb.~~ Consultant shall not:

~~(i.)~~ Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

~~(ii.)~~ Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

¹ "Basic Pilot Program" is described in § 8-17.5-101(1), C.R.S., as amended, and further defined as the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

Ce. The Consultant has confirmed ~~or attempted to confirm~~ the employment eligibility of all employees who are newly hired for employment ~~to perform work under the Agreement in the United States~~ through participation in the E-Verify Program or the Department Program. ~~Basic Pilot Program~~ and, if the Consultant is not accepted into the ~~Basic Pilot Program~~ prior to entering into this Agreement, the Consultant shall apply to participate in the ~~Basic Pilot Program~~ every three months until the Consultant is accepted or the Agreement has been completed, whichever is earlier. This provision shall be applicable for so long as the ~~Basic Pilot Program~~ is in effect.

i. In the event the Contractor uses the Department Program for the employment verification described herein, the Contractor shall comply with the requirements mandated by § 8-17.5-102(5)(c), C.R.S. including:

a. The Contractor shall comply with the provisions of § 8-17.5-102(5)(c), C.R.S.; and

b. Contractor shall notify the Stewardship Council of its determination to participate in the Department Program, and

c. The Contractor must, within twenty days after hiring an employee who is newly hired to perform work under the Agreement, affirm that the Contractor has examined the legal work status of the employee, retained file copies of the documents required by 8 U.S.C. § 1324a and not altered or falsified the identification documents for the employee, and the Contractor must provide a written, notarized copy of the affirmation of compliance with § 8-17.5-102(5)(c), C.R.S. to the Stewardship Council.

d. The Contractor shall indemnify and hold harmless the Stewardship Council, its directors, officials, agents and employees, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties, arising from the Contractor's failure to comply with the provisions of the Department Program and §§ 8-17.5-102(5)(c), C.R.S., arising under this Section or in any way related to performance hereof. The obligations of this indemnification shall survive the termination or expiration of this Section and the Agreement.

Dd. Consultant is prohibited from using E-Verify Program or the Department Program~~Basic Pilot Program~~ procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

Ee. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(i.) Notify the subcontractor and the Stewardship Council within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii.) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Ff. Consultant shall comply with any reasonable request by the ~~Department Colorado Department of Labor and Employment~~ (“~~Department~~”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

Gg. If the Consultant violates any of the provisions under this paragraph 21, the Stewardship Council may terminate the Agreement for breach of contract. The Consultant shall be liable for actual and consequential damages to the Stewardship Council.

Hh. In case of any conflict between the Agreement and this paragraph 21, the provisions of this paragraph shall control.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written. By signature of its representatives below, each party affirms that it has taken all necessary action to authorize said representative to execute this agreement.

ROCKY FLATS STEWARDSHIP COUNCIL

By: _____
Title: _____

ATTEST:

**CRESCENT STRATEGIES, LLC,
a Colorado limited liability company**

By: _____
Title: _____

ATTEST:

EXHIBIT A

Responsibilities

1. Manage organization and help assure compliance with state and federal requirements.
2. Advise Board on strategic direction and specific policies to achieve organizational mission and make recommendations where appropriate.
3. Review technical data and provide technical assistance to the organization. Summarize, analyze, and provide comment and advice as necessary or requested. Prepare technical memos and issue briefs as needed. Items include:
 - a. Monitoring and data produced by DOE-Legacy Management (LM), including LM status reports
 - b. EPA certification of site cleanup and CERCLA delisting of site
4. Negotiate with outside entities, convey and advocate for organizational policies, as directed by the Board.
5. Serve as spokesperson with Department of Energy, Department of the Interior, state and federal agencies, the media and public. Monitor regional issues and coordinate with outside agencies on issues affecting Rocky Flats.
6. Prepare legislative strategies and positions for Board consideration.
7. Prepare work plan and budget for consideration by Board and implement as appropriate.
8. Implement public information strategies on behalf of the organization.
9. Respond to and/or forward as appropriate comments, questions and concerns raised by members of the public and Congress.
10. Make presentations to the Board and at other forums on a range of technical and policy issues.
11. Prepare periodic update, focusing on relevant congressional and DOE policies and actions.
12. Represent organization at national meetings.
13. Ensure legal, financial, and office responsibilities (including minutes) are met.
14. Report on progress on work plan.

Responsibilities exclude:

1. Providing legal advice
2. Managing organization's finances
3. Managing website

- 4. Taking meeting notes and preparation of draft minutes



MELISSA J. WEAKLEY, P.E.
melissa@greenrootsconsulting.com
303.817.6104

Melissa Weakley has over 20 years of professional experience in the field of environmental engineering and consulting. She has managed projects for a variety of industries and government entities. She is an accomplished scientific writer and editor with attention to detail. Her experience includes environmental liability assessment and insurance coverage issues; litigation support services; renewable energy development; regulatory analysis; environmental public policy; dispersion modeling analyses and air quality permitting; emission inventory development; and contaminant fate and transport.

RELEVANT EXPERIENCE

- **Scientific Writing and Editing.** Ms. Weakley has served as both author and editor of hundreds of remediation reports, course material for training classes, air quality applications, and proposals for renewable energy developments. Ms. Weakley has prepared numerous proposals for utility-scale wind and solar energy facilities. She conducts independent research and also collaborates with scientists and engineers to compile all relevant information pertaining to the project and prepare a clear, comprehensive narrative.
- **Regulatory Closure Analysis.** Ms. Weakley has assessed the remediation, financial, and regulatory needs to obtain closure at numerous industrial sites. She researches company and site-specific histories, conducts FOIA requests to obtain documentation, and processes available documentation to assess the industrial sites.
- **Litigation Support.** Ms. Weakley has assessed settlement proposals between industrial plaintiffs and insurance company defendants by identifying and analyzing potential industrial sources to contamination found in soil and groundwater. She evaluated remediation costs and prepared strategy recommendations for working towards settlement. She also assisted during settlement discussions.
- **Public Policy.** Ms. Weakley advised city and county government elected officials on the cleanup and closure of the Rocky Flats nuclear weapons site in Colorado, especially with regards to risk assessment and regulatory compliance. She reviewed, evaluated, and commented on planning and implementation of building demolition, water and air monitoring programs, environmental restoration activities, and policy development. She also facilitated communication between state and federal agencies, remediation contractors, and elected officials.
- **Site Assessment and Due Diligence.** Ms. Weakley conducted Phase I analyses for several lumberyards, which included historical searches of land titles, aerial photographs, fire insurance maps, and government records, as well as on-site visual investigations and interviews. She also researched the site history of a future development site in southern California using Sanborn maps and aerial photographs. She analyzed the contribution of an industrial ceramics manufacturer and surrounding industrial facilities to contamination found on-site.

- **Air Quality Permit Applications and Impact Analyses.** Ms. Weakley has prepared construction and operation permit applications for a wide variety of industries. Examples of these facilities include coal-fired power plants, a medical laboratory, an explosives manufacturing facility, a painting facility, aggregate facilities, and dry cleaning facilities. She has created emission inventories using EPA-approved methods and site-specific information. She has also conducted dispersion modeling using AERMOD to determine facility impacts; these impacts were compared to PSD increment and NAAQS values. As part of the permit applications, she ascertained the applicability of and compliance with pertinent environmental regulations, including NESHAP and NSPS.
- **Risk Management Plans.** Ms. Weakley has developed risk management plans for a number of facilities. She applied dense gas release dispersion models, including DEGADIS, Aloha, and SLAB, to determine off-site consequences resulting from an accidental toxic gas release.
- **Statewide Emission Inventories.** Ms. Weakley created emission inventories of cumulative sources in the State of Nevada to create a PSD baseline emission inventory. The emission inventory included point, area, and mobile sources. She described her methodologies used to create the inventories in comprehensive technical reports submitted to the State of Nevada.

EDUCATION/SPECIAL TRAINING

M.S., Civil and Environmental Engineering (Air Quality focus), The University of Colorado at Boulder.

B.S., Chemical Engineering, The University of Texas at Austin.

Short Courses: Environmental Laws & Regulations (Technical and Field Engineering, Inc.);
Groundwater Pollution and Hydrology Course (Princeton Groundwater, Inc.).

French Studies – Université de Haute Bretagne, France.

Spanish Studies – University of Colorado at Boulder.

World Travel (2004).

REGISTRATIONS/ RECOGNITION

Professional Engineer – Colorado No. 41311 (2007)

Engineering-in-Training Certification – California No. 107624 (1999)

Recognition Award, Tetra Tech, Inc.

Notary Public, State of Colorado

PUBLICATIONS AND PRESENTATIONS

Weakley, M., Farstad, E., Hacker, M., and Woodward, C. "Regulatory Hurdles Encountered in Permitting an Underground Uranium Mine." Presented at Air & Waste Management Association Annual Meeting, Portland, OR, June 24-27, 2008.

Anderson, M., Daly, E., Miller, S., and Milford, J. "Source Apportionment of Exposure to Volatile Organic Compounds. II. Application of Receptor Models to TEAM Study Data." *Atmospheric Environment*, 36: 3643-3658, 2002.

Miller, S., Anderson, M., Daly, E., and Milford, J. "Source Apportionment of Exposure to Volatile Organic Compounds. I. Evaluation of Receptor Models Using Simulated Exposure Data." *Atmospheric Environment*, 36: 3629-3641, 2002.

Anderson, M., Miller, S., and Milford, J. "Source Apportionment of Exposure to Toxic Volatile Organic Compounds Using Positive Matrix Factorization." *Journal of Exposure Analysis and Environmental Epidemiology*, 11: 295-307, 2001.

Anderson, M., Miller, S., and Milford, J. "Source Apportionment of Exposure to Toxic Volatile Organic Compounds in California." Presented at:

- International Symposium on the Measurement of Toxic and Related Air Pollutants (sponsored by the Air & Waste Management Association and U.S. Environmental Protection Agency), Durham, NC, September 12-14, 2000.
- 10th Annual Conference of the International Society of Exposure Analysis, Monterey, CA, October 24-27, 2000.

EMPLOYMENT HISTORY

Principal (2008 – Present)

Green Roots Consulting, LLC
1402 Meadowlark Drive
Boulder, Colorado 80303

Project Manager/Senior Air Quality Engineer (2006 – 2008)

Tetra Tech, Inc.
4940 Pearl East Circle, Suite 100
Boulder, Colorado 80301

Project Manager/Senior Project Engineer (2004 – 2006)

TSC Group, Inc.
5400 Ward Road, Building V
Arvada, Colorado 80002

Technical Program Manager (2001 – 2003)

Rocky Flats Coalition of Local Governments
8461 Turnpike Drive
Westminster, Colorado 80031

**AGREEMENT FOR EXECUTIVE DIRECTOR/ TECHNICAL
CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is entered into the 5th day of November, 2007 by and between the **ROCKY FLATS STEWARDSHIP COUNCIL**, a separate legal, public entity, created by intergovernmental agreement (as permitted by Colo. Const. Art. XIV, and section 18(2), part 2 of article 1, title 29, C.R.S.) (the "Stewardship Council"), and **CRESCENT STRATEGIES, LLC**, a Colorado limited liability company (the "Consultant").

RECITALS

WHEREAS, the Stewardship Council was created by intergovernmental agreement ("IGA") effective February 13, 2006, and was created to allow local governments to work together on issues related to the long-term protection of Rocky Flats; and

WHEREAS, the Stewardship Council is governed by a Board of Directors made up of public official representatives of nine Colorado local governments including Boulder County, Jefferson County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Golden, the City of Northglenn, the City of Westminster, and the Town of Superior; and community stakeholder representatives currently including the League of Women Voters, the Rocky Flats Cold War Museum, the Rocky Flats Homesteaders and Ken Foelske; and

WHEREAS, the Stewardship Council requires executive director and technical services in order to manage the Stewardship Council's activities; and

WHEREAS, the Consultant has available to offer the specialized skills and services of the individuals David Abelson and Rik Getty, both of whom have unique familiarity and knowledge of Rocky Flats, as well as the Stewardship Council, and their purposes, which familiarity is not available through any other source; and

WHEREAS, the Stewardship Council desires to engage the Consultant to provide the executive director and technical services described herein, pursuant to the terms and conditions of this Agreement, and the Consultant desires to provide such services;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. **SCOPE OF SERVICES.** The Consultant shall be responsible for performing all things stated in the Scope of Services attached as Exhibit A in connection with the provision of executive director and technical services (collectively referred to as the "Services"), as desired by the Stewardship Council. The Consultant shall perform such Services as set forth herein, and as may be directed, from time to time, by the Stewardship Council in accordance with Exhibit A, using that degree of skill and knowledge customarily employed by others performing similar services in the United States. The parties acknowledge that Consultant may employ the services of Rik Getty to perform the "technical" portion of Consultant's Services.

2. **ADDITIONAL SERVICES.** The Stewardship Council may request the Consultant to provide the Stewardship Council with certain additional services not covered in Exhibit A ("Additional Services"). Authorization to proceed with any additional work shall not be given unless Stewardship Council funds have been appropriated sufficient to cover the additional compensable amount under the Agreement. Compensation for Additional Services will be as outlined in paragraph 4 below, unless mutually agreed otherwise in writing. The Consultant shall perform such Special Services using that degree of skill and knowledge customarily employed by other professionals performing similar services in the State of Colorado.

3. **TERM OF AGREEMENT.** The term of this Agreement shall begin effective as of the 1st day of January, 2008, and shall expire on the 31st day of December, 2008, unless terminated sooner as provided for in paragraph 9 hereof. Thereafter, the Agreement shall renew each year on January 1st for successive one-year terms unless the Stewardship Council elects to exercise its termination provisions provided in paragraph 9; provided further that it shall be a condition precedent to each such renewal that the Stewardship Council make an appropriation for the ensuing year sufficient to pay for the Services. It is the Stewardship Council's intent to annually review the Agreement in the fourth quarter of the fiscal year.

4. **COMPENSATION.** In consideration of the performance of the Services, following the submittal of a satisfactory invoice, the Stewardship Council shall pay Consultant the fixed amount of \$6,000 per month, plus the costs for the technical services performed by Rik Getty, at the fixed amount of \$850 per month. In addition, the Stewardship Council shall provide reimbursement of eligible direct costs, not to exceed the amount of \$250 per month without prior Board approval, except as noted below. Only actual costs incurred shall be funded pursuant to this Agreement. Actual direct costs incurred by Consultant in connection with the Services which are eligible for reimbursement include consumable supplies, meeting expenses, postage, printing, delivery services, mileage reimbursement (paid at the federally imposed per mile rate), and telecommunications (fax, internet and telephone) charges. Costs for any out-of-state travel require prior approval by the Stewardship Council, through its Chair or Vice-Chair. In the event that Additional Services are requested, the Stewardship Council will compensate the Consultant for such services in an amount mutually agreeable to the parties.

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concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONSULTANT ACKNOWLEDGES THERE IS NO ENTITLEMENT TO WORKER'S COMPENSATION BENEFITS THROUGH THE STEWARDSHIP COUNCIL AND THAT THE CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED UNDER THIS AGREEMENT.**

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9. TERMINATION NOT-FOR-CAUSE. In addition to any other rights provided herein, either party shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the other party 30 days' prior written notice of termination specifying the extent of termination and the effective date of termination. Upon termination of this Agreement, Consultant shall be entitled to pro-rated payment for the Services performed.

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Stewardship Council under all circumstances, whether or not the Services are completed. All work product shall be provided to the Stewardship Council at the time of completion of any of the discrete tasks specified in the Services or at the time of termination of this Agreement, whichever event first occurs. The Consultant shall maintain reproducible copies on file of any such work product involved in the Services, shall make them available for the Stewardship Council's use, and shall provide such copies to the Stewardship Council, upon request, at commercial printing rates. At any time, the Stewardship Council may obtain reproducible copies of the Consultant's work product by paying printing costs as set forth above.

11. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services upon receipt in the United States Mail, first class postage prepaid, addressed to the Stewardship Council at:

Rocky Flats Stewardship Council
P.O. Box 17670
Boulder, Colorado 80308

with a copy to:

Seter & Vander Wall, P.C.
7400 Orchard Road, Suite 3300
Greenwood Village, Colorado 80111

Attn: Barbara T. Vander Wall

or to the Consultant at:

Crescent Strategies, LLC
1400 Riverside Avenue
Boulder, Colorado 80304
Attn: David Abelson
Phone: 303-859-1807

Either party may change its address for purposes of this paragraph by giving written notice of such change to the other party in a manner provided in this paragraph.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

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15. FUNDING. To the extent necessary, the funding of this Agreement shall be subject to the annual appropriation of funds by the Stewardship Council in accordance with applicable law.

16. CONFLICT OF INTEREST. The Consultant shall not participate in any circumstance which might cause or appear to cause the Consultant's (or any of its members, employees or agents) impartiality to be questioned, without disclosing such conflict of interest to the Stewardship Council Executive Committee, and obtaining consent by the Stewardship Council, through its Executive Committee, for such participation.

17. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of all parties hereto.

18. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

19. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado.

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A. All work product shall be subject to the copyright and publishing provisions of DOE's regulations.

B. All work product shall be subject to DOE's policies and procedures concerning patent rights.

C. The DOE requires that the Stewardship Council submit annual reports to the DOE for each year that the Stewardship Council continues to receive federal assistance, and for one year thereafter, which reports shall include the status of the Stewardship Council's activities funded by DOE, the costs incurred for each completed and/or partial activity, and any operational costs of activities, the degree to which the activities have achieved their goals, and the overall effectiveness of the economic assistance provided in meeting the adjustment needs of the area.

D. The Stewardship Council, the DOE, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.

E. All required records developed in connection with this Contract shall be retained for a period of three years after the Stewardship Council makes final payment to the Consultant and all other pending matters are closed.

F. This Contract is subject to all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

21. ILLEGAL ALIENS. Pursuant to the requirements established by §§ 8-17.5-101, *et seq.*, C.R.S., the following provisions are incorporated herein and made a part of this Agreement:

- a. Consultant acknowledges that, prior to executing the Agreement, Consultant has certified that it does not knowingly employ or contract with an illegal alien and that the Consultant has participated or attempted to participate in the Basic Pilot Program¹ in order to confirm the employment of all employees who are newly hired for employment in the United States.
- b. Consultant shall not:
 - (i) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
 - (ii) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- c. The Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and, if the Consultant is not accepted into the Basic Pilot Program prior to entering into this Agreement, the Consultant shall apply to participate in the Basic Pilot Program every three months until the Consultant is accepted or the Agreement has been completed, whichever is earlier. This provision shall be applicable for so long as the Basic Pilot Program is in effect.

¹ "Basic Pilot Program" is described in § 8-17.5-101(1), C.R.S., as amended, and further defined as the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

- d. Consultant is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.
- e. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:
 - (i) Notify the subcontractor and the District within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking, pursuant to the law.
- g. If the Consultant violates any of the provisions under this paragraph 21, the District may terminate the Agreement for breach of contract. The Consultant shall be liable for actual and consequential damages to the District.
- h. In case of any conflict between the Agreement and this paragraph 21, the provisions of this paragraph shall control.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written. By signature of its representatives below, each party affirms that it has taken all necessary action to authorize said representative to execute this agreement.

ROCKY FLATS STEWARDSHIP COUNCIL

Jeanette Hillery
By: Jeanette Hillery
Title: Vice Chairman

ATTEST:

Karen Sullivan

**CRESCENT STRATEGIES, LLC,
a Colorado limited liability company**

David M. Allen
By: David M. Allen
Title: Principal

ATTEST:

EXHIBIT A

Responsibilities

1. Manage organization and help assure compliance with state and federal requirements.
2. Advise Board on strategic direction and specific policies to achieve organizational mission and make recommendations where appropriate.
3. Review technical data and provide technical assistance to the organization. Summarize, analyze, and provide comment and advice as necessary or requested. Prepare technical memos and issue briefs as needed. Items include:
 - a. Monitoring and data produced by DOE-Legacy Management (LM), including LM status reports
 - b. EPA certification of site cleanup and CERCLA delisting of site
4. Negotiate with outside entities, convey and advocate for organizational policies, as directed by the Board.
5. Serve as spokesperson with Department of Energy, Department of the Interior, state and federal agencies, the media and public. Monitor regional issues and coordinate with outside agencies on issues affecting Rocky Flats.
6. Prepare legislative strategies and positions for Board consideration.
7. Prepare work plan and budget for consideration by Board and implement as appropriate.
8. Implement public information strategies on behalf of the organization.
9. Make presentations to the Board and at other forums on a range of technical and policy issues.
10. Prepare periodic newsletter updating on relevant congressional and DOE policies and actions.
11. Represent organization at national meetings.
12. Ensure legal, financial, and office responsibilities (including minutes) are met.

13. Report on progress on Work Plan.

Responsibilities exclude:

1. Providing legal advice
2. Managing organization's finances
3. Managing website
4. Take meeting notes and prepare draft minutes

**FIRST AMENDMENT TO AGREEMENT
FOR
EXECUTIVE DIRECTOR/ TECHNICAL CONSULTING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is entered into effective the 1st day of June, 2015 by and between the **ROCKY FLATS STEWARDSHIP COUNCIL**, a separate legal, public entity, created by intergovernmental agreement (as permitted by Colo. Const. Art. XIV, and section 18(2), part 2 of article 1, title 29, C.R.S.) (the "Stewardship Council"), and **CRESCENT STRATEGIES, LLC**, a Colorado limited liability company (the "Consultant").

RECITALS

WHEREAS, the Stewardship Council was created by intergovernmental agreement ("IGA") effective February 13, 2006, and was created to allow local governments to work together on issues related to the long-term protection of Rocky Flats; and

WHEREAS, the Stewardship Council entered into an agreement with Consultant, dated November 6, 2007 (the "Agreement"), for executive director and technical services in order to manage the Stewardship Council's activities, as described therein (the "Services"); and

WHEREAS, in providing the Services under the Agreement, the Consultant has made available the specialized skills and services of the individuals David Abelson and Rik Getty, who have unique familiarity and knowledge of Rocky Flats, as well as the Stewardship Council, and their purposes, which familiarity is not available through any other source; and

WHEREAS, the Consultant has advised that the expenses required to continue to perform the technical portion of the Services have increased; and

WHEREAS, the Consultant desires to increase the allowable compensation under the Agreement associated with the costs of the technical services; and

WHEREAS, the Stewardship Council desires to allow for an increase in compensation to cover the Consultant's costs, to assure the continuation of the Consultant's Services;

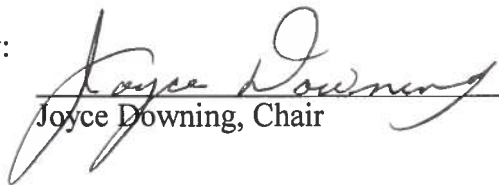
NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Stewardship Council and Consultant agree as follows:

COVENANTS AND AGREEMENTS

1. **COMPENSATION.** The costs for technical services performed by Rik Getty, as described in paragraph 4 of the Agreement, shall be increased from the fixed monthly amount of \$850 to the fixed monthly amount of \$1,150.
2. **PRIOR PROVISIONS.** Except as amended herein, all provisions set forth in the Agreement and its exhibits shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Executive Director / Technical Consulting Services as of the date first above written.

**ROCKY FLATS STEWARDSHIP
COUNCIL**

By: 
Joyce Downing, Chair

Attest:


Jeannette Hillery, Secretary

**CRESCENT STRATEGIES, LLC, a
Colorado limited liability company**

By: 
David Abelson, Manager

**SECOND AMENDMENT TO AGREEMENT
FOR
EXECUTIVE DIRECTOR/ TECHNICAL CONSULTING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") is entered into effective the 1st day of January, 2017 by and between the **ROCKY FLATS STEWARDSHIP COUNCIL**, a separate legal, public entity, created by intergovernmental agreement (as permitted by Colo. Const. Art. XIV, and section 18(2), part 2 of article 1, title 29, C.R.S.) (the "Stewardship Council"), and **CRESCENT STRATEGIES, LLC**, a Colorado limited liability company (the "Consultant").

RECITALS

WHEREAS, the Stewardship Council was created by an intergovernmental agreement effective February 13, 2006, as modified by First Amendment dated February 6, 2012 (collectively, the "IGA"), by and among Boulder County, Jefferson County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Westminster, the Town of Superior, the City of Golden, the City of Northglenn, and the City of Thornton, created to allow local governments to work together on issues related to the long-term protection of Rocky Flats; and

WHEREAS, the Stewardship Council entered into an agreement with Consultant, dated November 6, 2007, as modified by a First Amendment dated June 1, 2015 (collectively, the "Agreement"), for executive director and technical services in order to manage the Stewardship Council's activities, as described therein (the "Services"); and

WHEREAS, in providing the Services under the Agreement, the Consultant has made available the specialized skills and services of the individuals David Abelson and Rik Getty, who have unique familiarity and knowledge of Rocky Flats, as well as the Stewardship Council, and their purposes, which familiarity is not available through any other source; and

WHEREAS, the Consultant has advised that the expenses required to continue to perform the non-technical portion of the Services have increased since the Agreement was originally approved; and

WHEREAS, the Consultant desires to increase the allowable compensation under the Agreement; and

WHEREAS, the Stewardship Council desires to allow for an increase in compensation to assure the continuation of the Consultant's Services; and

WHEREAS, the Stewardship Council has also identified a need for certain changes to be made to the Scope of Services to be performed by the Consultant since the Agreement was originally approved, and the Consultant agrees that such changes are appropriate;

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Stewardship Council and Consultant agree as follows:

COVENANTS AND AGREEMENTS

1. SCOPE OF SERVICES. Paragraph 1 of the Agreement shall be revised to modify the description of the Services as shown below:

The Consultant shall be responsible for performing all things stated in the Scope of Services attached as *Amended Exhibit A* in connection with the provision of executive director and technical services (collectively referred to as the “Services”), as desired by the Stewardship Council. The Consultant shall perform such Services as set forth herein, and as may be directed, from time to time, by the Stewardship Council in accordance with *Amended Exhibit A*, using that degree of skill and knowledge customarily employed by others performing similar services in the United States. The parties acknowledge that Consultant may employ the services of Rik Getty to perform the “technical” portion of Consultant’s Services.

All other references to “Exhibit A” in the Agreement shall be modified to read “Amended Exhibit A.”

2. COMPENSATION. Paragraph 4 of the Agreement shall be revised by \$600 per month to increase the compensation for the Services from the total fixed monthly amount of \$7,150 to the revised total amount of \$7,750, as shown below:

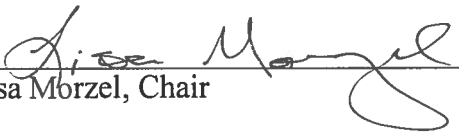
In consideration of the performance of the Services, following the submittal of a satisfactory invoice, the Stewardship Council shall pay Consultant the fixed amount of **\$6,600** per month, plus the costs for the technical services performed by Rik Getty, at the fixed amount of \$1,150 per month. In addition, the Stewardship Council shall provide reimbursement of eligible direct costs, not to exceed the amount of \$250 per month without prior Board approval, except as noted below. Only actual costs incurred shall be funded pursuant to this Agreement. Actual direct costs incurred by Consultant in connection with the Services which are eligible for reimbursement include consumable supplies, meeting expenses, postage, printing, delivery services, mileage reimbursement (paid at the federally imposed per mile rate), and telecommunications (fax, internet and telephone) charges. Costs for any out-of-state travel require prior approval by the Stewardship Council, through its Chair or Vice-Chair. In the event that Additional Services are requested, the Stewardship Council will compensate the Consultant for such services in an amount mutually agreeable to the parties.

3. PRIOR PROVISIONS. Except as amended herein, all provisions set forth in the Agreement and its exhibits shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Executive Director / Technical Consulting Services as of the date first above written.

**ROCKY FLATS STEWARDSHIP
COUNCIL**

By:



Lisa Morzel, Chair

Attest:



Jeannette Hillery, Secretary

**CRESCENT STRATEGIES, LLC, a
Colorado limited liability company**

By:  _____
David Abelson, Manager

AMENDED EXHIBIT A

Responsibilities

1. Manage organization and help assure compliance with state and federal requirements.
2. Advise Board on strategic direction and specific policies to achieve organizational mission and make recommendations where appropriate.
3. Review technical data and provide technical assistance to the organization. Summarize, analyze, and provide comment and advice as necessary or requested. Prepare technical memos and issue briefs as needed. Items include:
 - a. Monitoring and data produced by DOE-Legacy Management (LM), including LM status reports;
 - b. CERCLA Five-Year Review.
4. Negotiate with outside entities, convey and advocate for organizational policies, as directed by the Board.
5. Serve as spokesperson with Department of Energy, Department of the Interior, state and federal agencies, the media and public. Monitor regional issues and coordinate with outside agencies on issues affecting Rocky Flats.
6. Prepare legislative strategies and positions for Board consideration.
7. Prepare work plan and budget for consideration by Board and implement as appropriate.
8. Implement public information strategies on behalf of the organization.
9. Respond to and/or forward as appropriate comments, questions and concerns raised by members of the public and Congress.
10. Make presentations to the Board and at other forums on a range of technical and policy issues.
11. Prepare periodic update, focusing on relevant congressional and DOE policies and actions.
12. Represent organization at national meetings.
13. Ensure legal, financial, and office responsibilities (including minutes) are met.
14. Report on progress on work plan.

Responsibilities exclude:

1. Providing legal advice
2. Managing organization's finances
3. Managing website
4. Take meeting notes and prepare draft minutes

DOE Quarterly Report

- Cover memo
- Selection of quarterly report

2019 Work Plan

- Cover memo
- Draft work plan

2019 Budget

- Cover memo
- Draft budget
- Budget Resolution and Notice

ROCKY FLATS STEWARDSHIP COUNCIL

P.O. Box 17670
Boulder, CO 80308-0670
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(303) 412-1200
(303) 600-7773 (f)

Jefferson County ~ Boulder County ~ City and County of Broomfield ~ City of Arvada ~ City of Boulder
City of Golden ~ City of Northglenn ~ City of Thornton ~ City of Westminster ~ Town of Superior
League of Women Voters ~ Rocky Flats Cold War Museum ~ Rocky Flats Homesteaders
Kim Griffiths

MEMORANDUM

TO: Stewardship Council Board
FROM: Rik Getty
SUBJECT: Quarterly Report Briefing
DATE: October 17, 2018

DOE will present its quarterly update for the second quarter of 2018 (April - June). The report (180 pages, 27 MB) is found at: https://www.lm.doe.gov/Rocky_Flats/2Q18_RFS.pdf I have attached a few selections from the report – table of contents, list of figures and appendices, executive summary, map showing water monitoring locations and precipitation gauges, and the results of the annual inspection.

Executive Summary – The following are highlights from the first quarter:

- Annual Site Inspection: The inspection was conducted on April 5.
- Present Landfill: No issues were reported during the quarterly inspection on May 7.
- Original Landfill: The Original Landfill monthly inspections were conducted on April 20, May 25, and June 25. A weather-related inspection was also conducted on May 7. Erosion was identified in the 2017 slump area and the East Perimeter Channel after the weather-related inspection. Erosion control maintenance was conducted to improve the slump area. A geotechnical investigation to support design of slope stabilization in the slump areas was completed in April, which consisted of drilling 14 boreholes and excavating 4 test pits.
- Groundwater Treatment Systems: Routine maintenance was performed at the East Trenches Plume Treatment System, the Mound Site Plume Collection System, and the Solar Ponds Plume Treatment System. At the Present Landfill Treatment System, no problems were observed.
- Water Quality Monitoring: The water monitoring results met the targeted monitoring objectives. A total of 28 flow-paced composite samples, 16 surface water grab samples, and 88 groundwater samples were collected in accordance with the *Rocky Flats Legacy Management Agreement* (RFLMA) and submitted for analyses. In addition, 19 treatment system samples were collected and analyzed to support other objectives.
 - All analyte concentrations at points of evaluations surface water locations GS10, SW027, and SW093 remained below the reportable condition levels throughout the quarter.
 - Monitoring at WALPOC, which is located on Walnut Creek at the eastern COU boundary, showed 30-day averages for uranium exceeded the RFLMA standard of 16.8 micrograms per liter, triggering a reportable condition. As of April 20, 2018, the 30-day average was below reportable condition levels. The 12-month rolling average has remained below the RFLMA water-quality standard.

- All other analyte concentrations at point of compliance locations WALPOC and WOMPOC remained below reportable condition levels throughout the quarter.
- Groundwater monitoring data are presented in this quarterly report, but will be evaluated as part of the 2018 annual report.

Please let me know what questions you have.

**Rocky Flats Site, Colorado,
Quarterly Report of
Site Surveillance and
Maintenance Activities
Second Quarter
Calendar Year 2018**

October 2018



U.S. DEPARTMENT OF
ENERGY

Legacy
Management

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Appendixes

Appendix A	Annual Inspection Maps and Checklists
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Appendix C	Analytical Results for Water Samples—Second Quarter CY 2018

Abbreviations

Am	americium
AMP	Adaptive Management Plan
AOC	Area of Concern
BMP	best management practice
CAD/ROD	Corrective Action Decision/Record of Decision
CDPHE	Colorado Department of Public Health and Environment
COU	Central Operable Unit
CR	Contact Record
CY	calendar year
DOE	U.S. Department of Energy
EPA	U.S. Environmental Protection Agency
EPC	East Perimeter Channel
ESSD	East Subsurface Drain
ETPTS	East Trenches Plume Treatment System
ICs	institutional controls
ITS	Interceptor Trench System
ITSS	Interceptor Trench System Sump
LM	Office of Legacy Management
µg/L or ug/L	micrograms per liter
mg/L	milligrams per liter
MSPCS	Mound Site Plume Collection System
N	nitrogen
OLF	Original Landfill
pCi/L	picocuries per liter
PLF	Present Landfill
PLFTS	Present Landfill Treatment System
POC	point of compliance
POE	point of evaluation
Pu	plutonium
RCRA	Resource Conservation and Recovery Act
RFLMA	<i>Rocky Flats Legacy Management Agreement</i>
RFSOG	<i>Rocky Flats Site, Colorado, Site Operations Guide</i>
SPPTS	Solar Ponds Plume Treatment System
TCE	trichloroethene

Executive Summary

This report for the second quarter (April 1–June 30) of calendar year (CY) 2018 includes information on the remedy-related surveillance, monitoring, and maintenance activities conducted at the Rocky Flats Site, Colorado. This report summarizes the maintenance and inspection of the two site landfills and four groundwater collection or treatment systems, inspection of the perimeter signs of the Central Operable Unit (COU), erosion control and revegetation activities, and water monitoring.

The annual site inspection was conducted on April 5. The majority of items encountered were debris or trash on the surface that were either picked up during the inspection or subsequently removed.

The Present Landfill quarterly inspection was conducted on May 7, 2018, which was combined with a weather-related inspection. No issues were identified during the inspection.

The Original Landfill monthly inspections were conducted on April 20, May 25, and June 25. A weather-related inspection was conducted on May 7. Erosion was identified in the 2017 slump area and the East Perimeter Channel (EPC) after the weather-related inspection. Maintenance was conducted to remove sediment from behind wattles and Georidges, place an additional row of wattles in the area of the 2017 slump regrading, and place additional rows of Georidges in the EPC. Erosion rills were repaired by raking, and disturbed areas were reseeded and mulched. A geotechnical investigation to support design of slope stabilization in the slump areas was completed in April, which consisted of drilling 14 boreholes and excavating 4 test pits.

Routine maintenance was performed at the East Trenches Plume Treatment System, the Mound Site Plume Collection System, and the Solar Ponds Plume Treatment System in the second quarter of CY 2018. At the Present Landfill Treatment System, routine maintenance generally consists of an inspection of the system for any problems. No problems were observed.

During the second quarter of CY 2018, the water monitoring results met the targeted monitoring objectives established for the site. A total of 28 flow-paced composite samples, 16 surface water grab samples, and 88 groundwater samples were collected in accordance with the *Rocky Flats Legacy Management Agreement* (RFLMA) and submitted for analyses. In addition, 19 treatment system samples were collected and analyzed to support other objectives.

All analyte concentrations at the RFLMA Point of Evaluation (POE) surface water locations GS10, SW027, and SW093 remained below the RFLMA reportable condition levels throughout the second quarter of CY 2018.

Monitoring at RFLMA Point of Compliance (POC) WALPOC, which is located on Walnut Creek at the eastern COU boundary, showed 30-day averages for uranium that exceeded the RFLMA standard of 16.8 micrograms per liter during the first and second quarters, triggering a reportable condition and consultation with the regulatory agencies under the RFLMA. As of April 20, 2018, the 30-day average for uranium at WALPOC is below reportable condition levels. The 12-month rolling uranium average has remained below the RFLMA water quality standard for uranium.

All other analyte concentrations at RFLMA POCs WALPOC and WOMPOC remained below reportable condition levels throughout the second quarter of CY 2018.

Groundwater monitoring data are presented in this quarterly report, but will be evaluated as part of the annual report for CY 2018.

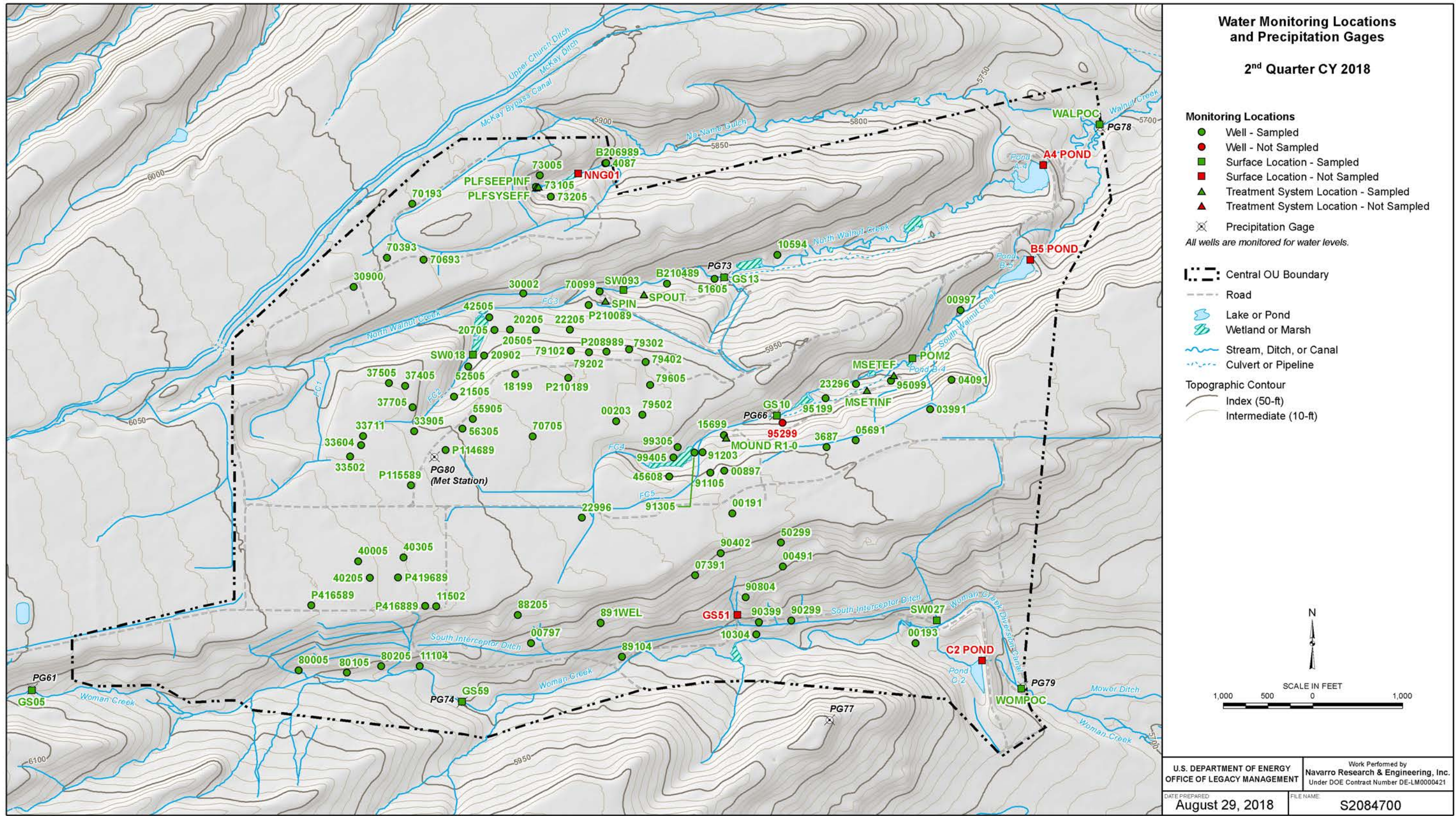
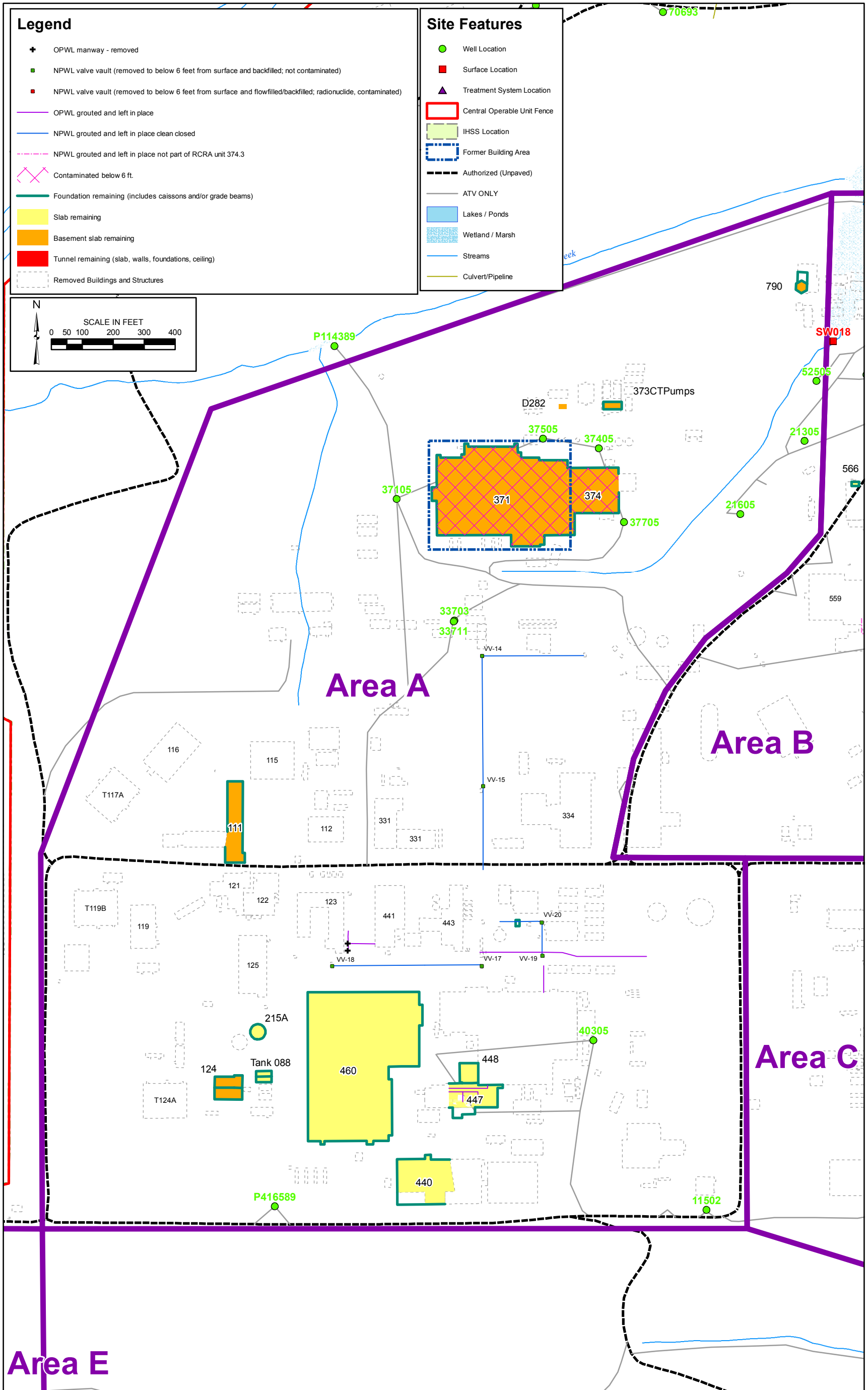


Figure 1. Rocky Flats Site Water Monitoring Locations and Precipitation Gages

Appendix A

Annual Inspection Maps and Checklists



Annual Site Inspection Check List (see RFLMA Attachment 2, Sections 5.3.4, 5.3.6, and 5.4.3)

Date 4/5/2018

Inspection Area: A

Inspection performed by (print each name): Anya, Alan, Nate, Jeremy, Carl

Check all boxes that apply, put ID# on flag and place flag marker in location of observation for follow up.								
Flag ID#	Evidence of Soil Erosion or Deposition	Evidence of Cracks, Rills, Gullies	Evidence of Sink Holes or Burrows	Evidence of Depressions or Subsidence	Evidence of Institutional Control Violation ¹	Problem with signs or other physical controls ²	Adverse biological condition	Photo(s) taken? ³
not flagged			Small Burrows					Yes 1, 2, 3
not flagged							ponding	Yes 4, 5
A-3							exposed metal	Yes, 6
not flagged							ponding	Yes, 8
A-4							exposed conduit	Yes, 9 (other debris also)
A-5							exposed pipe	Yes 11
not flagged			large burrow at base of 371					Yes 12

Photos 13-20 - Former building area 371

Notes (Reference Flag ID#):

(A-4 - Conduit should be cut down to ground level)

A-8 - exposed metal debris

A-9 - exposed metal debris

A-10 - exposed cable/metal debris

A-11 - exposed metal debris

A-12 exposed cable

A-13 exposed electric cable

A-14 exposed metal + plastic debris

A-16 ~~slumping~~ slumping/depression (marked on map)

A-15 cable/junk debris exposed

Junk + debris near well P416989

¹ Indicate the RFLMA IC# (RFLMA Attachment 2, Table 1-7) for which violation is indicated.

² These are required to be inspected quarterly per RFLMA Attachment 2 Section 5.3.5, and completion is documented separately—documented here if problem noted during Annual Inspection.

³ If photo taken, show location and orientation of photo on Area map.

Yes 22
Yes ~~23~~ 24

Yes 25

Yes 28

Yes 29

Yes 30

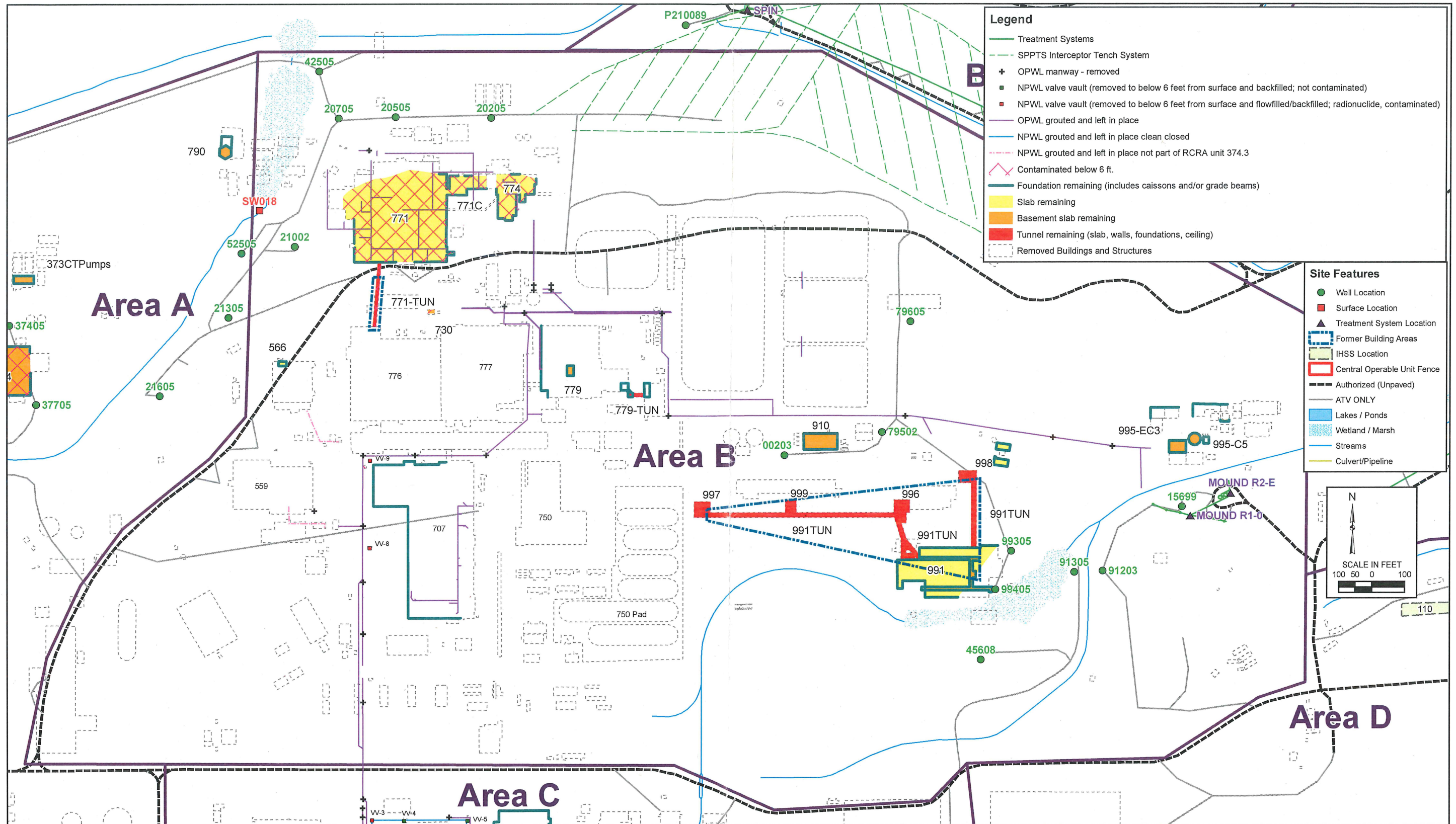
on Alan's camera

~~Yes~~ Yes 5-

Yes 31

on Alan's camera

Yes 4



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Annual Site Inspection Check List (see RFLMA Attachment 2, Sections 5.3.4, 5.3.6, and 5.4.3)

Date 4-5-18

Inspection Area: B-1, B-2, B-3

Inspection performed by (print each name): JEFF WALTERS, BEN GONZALES, APRIL TISCHER

Check all boxes that apply, put ID# on flag and place flag marker in location of observation for follow up.

AREAS
AREAS
"
"
"
"
B3
B2
B2

Flag ID#	Evidence of Soil Erosion or Deposition	Evidence of Cracks, Rills, Gullies	Evidence of Sink Holes or Burrows	Evidence of Depressions or Subsidence	Evidence of Institutional Control Violation ¹	Problem with signs or other physical controls ²	Adverse biological condition	Photo(s) taken? ³
B2-1								YES
B2-1A								YES
B2-2								YES
B2-3								Y
B2-4								Y
B3-2								Y
B2-5								Y
B2-6								Y

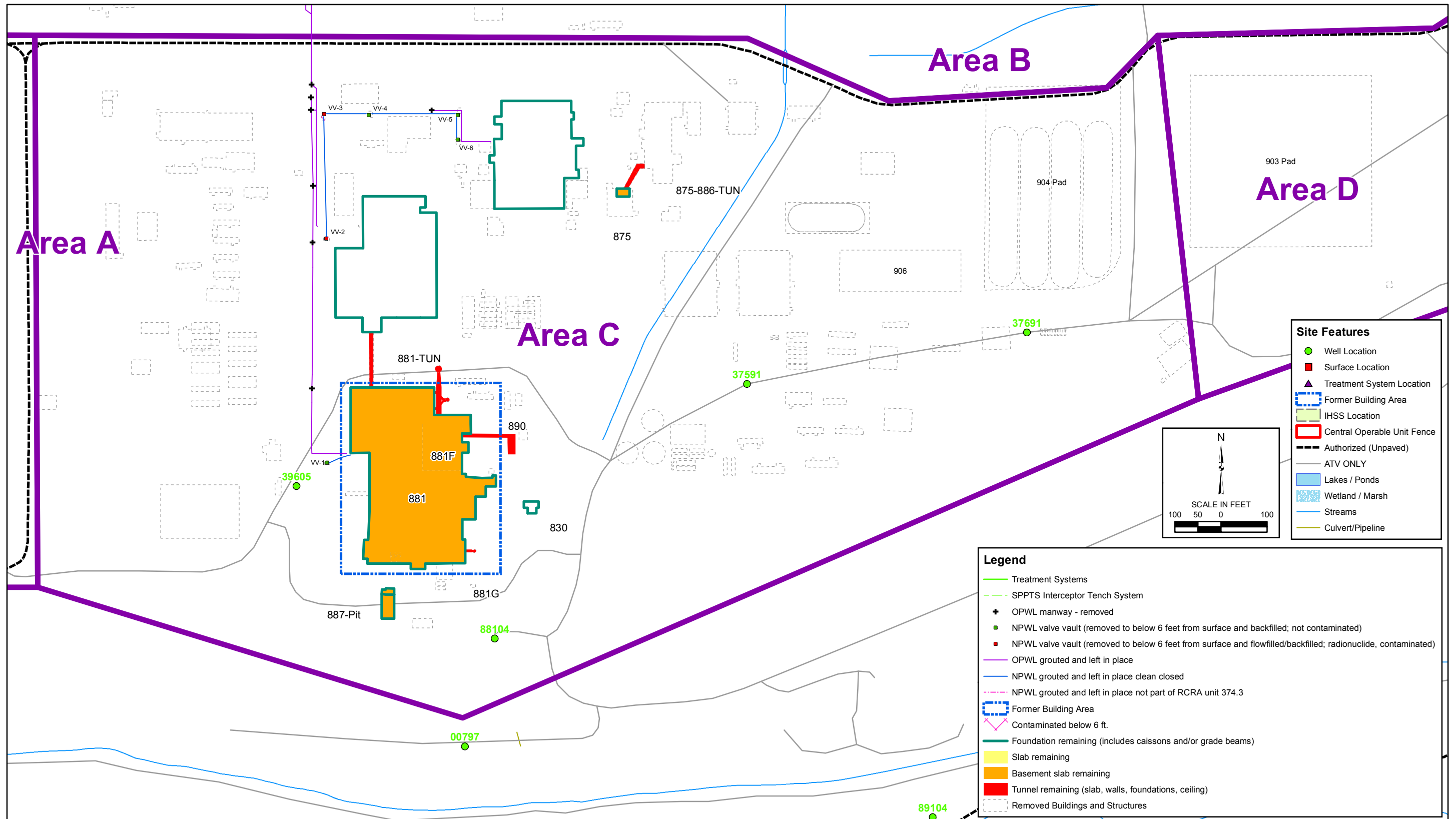
DEBRIS
✓
✓
✓
✓
✓
✓
✓

Notes (Reference Flag ID#):

B2-1 - CONCRETE w/FENCE POST'
 B2-1A 2x3' CONCRETE
 B2-2 ~ 5' 1/4" ELEC CABLE
 B2-3 2 REBAR PIECES ~ 8" LONG
 B2-4 BROKEN OFF FENCE POST ~ 15"
 B3-2 - BENT (MANGLED) HANDRAIL? & REBAR
 B2-5 3" X 3' PIPE & DEBRIS
 B2-6 1/2" PIPE X 3'
 B2-7 REBAR X ~ 9"

¹ Indicate the RFLMA IC# (RFLMA Attachment 2, Table 1-7) for which violation is indicated.
² These are required to be inspected quarterly per RFLMA Attachment 2 Section 5.3.5, and completion is documented separately—documented here if problem noted during Annual Inspection.
³ If photo taken, show location and orientation of photo on Area map.

OBJECTID	LOCATION	ID	TYPE
1	Area B	B-1	b2-1, fence post stub in conc
15	Area B	B-1a	
3	Area B	B-2	b2-1a, 3' x 3' concrete
19	Area B	B-2a	yellow trash or pipe
4	Area B	B-3	b2-2, 5ft black wire sticking up the ground
16	Area B	B-3a	
5	Area B	B-4	b2-3, rebar sticingout the ground
17	Area B	B-4a	
6	Area B	B-5	b2-4, tubular steel post stub
7	Area B	B-6	b3-2, metal railing and rebars
8	Area B	B-7	b2-5, pipe and debris
18	Area B	B-7a	
9	Area B	B-8	b2-6, 1/2in pipe
2	Area B	B-9	b2-7, rebar
10	Area D	D-1	rabbit culvert
11	Area D	D-2	small depression
12	Area D	D-3	water hole
13	Area D	D-4	8 inches deep 10-15 ft wide
14	Area D	D-5	linear ditch look at photo



Site Features

- Well Location
- Surface Location
- ▲ Treatment System Location
- ▭ Former Building Area
- ▭ IHSS Location
- ▭ Central Operable Unit Fence
- Authorized (Unpaved)
- ATV ONLY
- ▭ Lakes / Ponds
- ▭ Wetland / Marsh
- Streams
- Culvert/Pipeline

Legend

- Treatment Systems
- SPPTS Interceptor Trench System
- ⊕ OPWL manway - removed
- NPWL valve vault (removed to below 6 feet from surface and backfilled; not contaminated)
- NPWL valve vault (removed to below 6 feet from surface and flowfilled/backfilled; radionuclide, contaminated)
- OPWL grouted and left in place
- NPWL grouted and left in place clean closed
- NPWL grouted and left in place not part of RCRA unit 374.3
- ▭ Former Building Area
- ▭ Contaminated below 6 ft.
- ▭ Foundation remaining (includes caissons and/or grade beams)
- ▭ Slab remaining
- ▭ Basement slab remaining
- ▭ Tunnel remaining (slab, walls, foundations, ceiling)
- ▭ Removed Buildings and Structures

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Annual Site Inspection Check List (see RFLMA Attachment 2, Sections 5.3.4, 5.3.6, and 5.4.3)

Date 4/5/2019

Inspection Area: C

Inspection performed by (print each name): J. BOYLAN, L. KRISER

Check all boxes that apply, put ID# on flag and place flag marker in location of observation for follow up.								
Flag ID#	Evidence of Soil Erosion or Deposition	Evidence of Cracks, Rills, Gullies	Evidence of Sink Holes or Burrows	Evidence of Depressions or Subsidence	Evidence of Institutional Control Violation ¹	Problem with signs or other physical controls ²	Adverse biological condition	Photo(s) taken? ³
C-1	Need to take closer look - trash, debris							✓ (1)
C-2		?	?	Need to inspect - also trash				✓ (2)
C-3	Metal debris							✓ (1)
C-4	Rebar stub							✓ (1)
C-5	Metal debris (next to/W side of gas rail)							✓ (1)
C-6	Stub of chain-link fencepost (W-most post - line proceeds E)							✓ (2 + 1)
C-7			? Some type of burrows					✓ (1)

C-8 Stub of 1" rebar, w/ add'l stubs spaced to S, then turns to E by gas line sign ✓ (1)
 Notes (Reference Flag ID#):

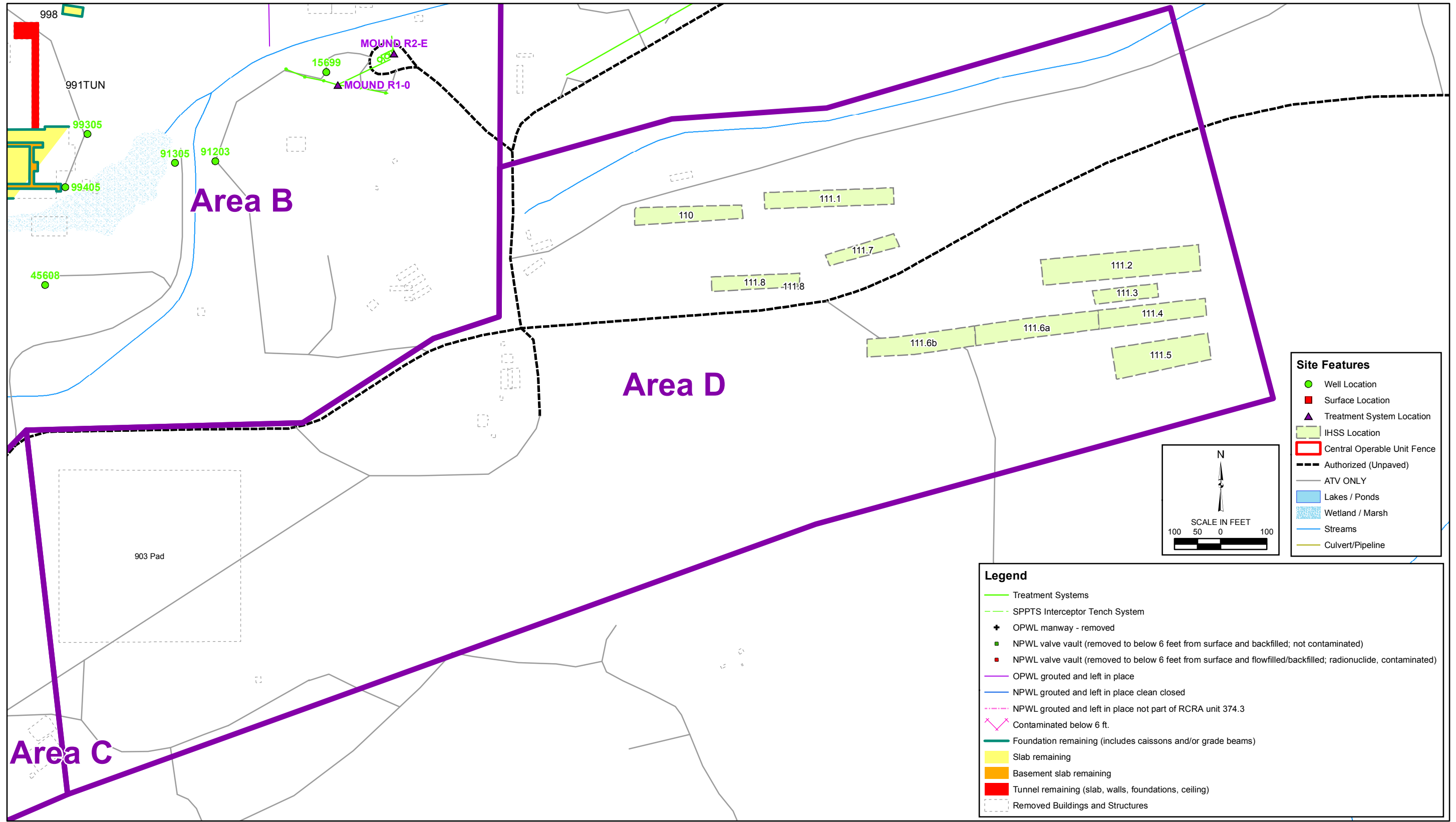
C-9 2" pipe sticking out of rill side, S of 381 ✓ (2)

C-10 Group of ~9 rebar stubs next to more C6 stubs & a piece of fencepost @ 2nd flag ✓ (2)

¹ Indicate the RFLMA IC# (RFLMA Attachment 2, Table 1-7) for which violation is indicated.

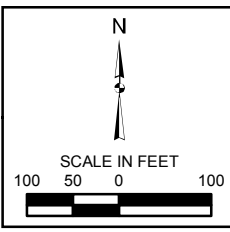
² These are required to be inspected quarterly per RFLMA Attachment 2 Section 5.3.5, and completion is documented separately—documented here if problem noted during Annual Inspection.

³ If photo taken, show location and orientation of photo on Area map.



Site Features

- Well Location
- Surface Location
- ▲ Treatment System Location
- IHSS Location
- ▭ Central Operable Unit Fence
- - - Authorized (Unpaved)
- ATV ONLY
- Lakes / Ponds
- Wetland / Marsh
- Streams
- Culvert/Pipeline

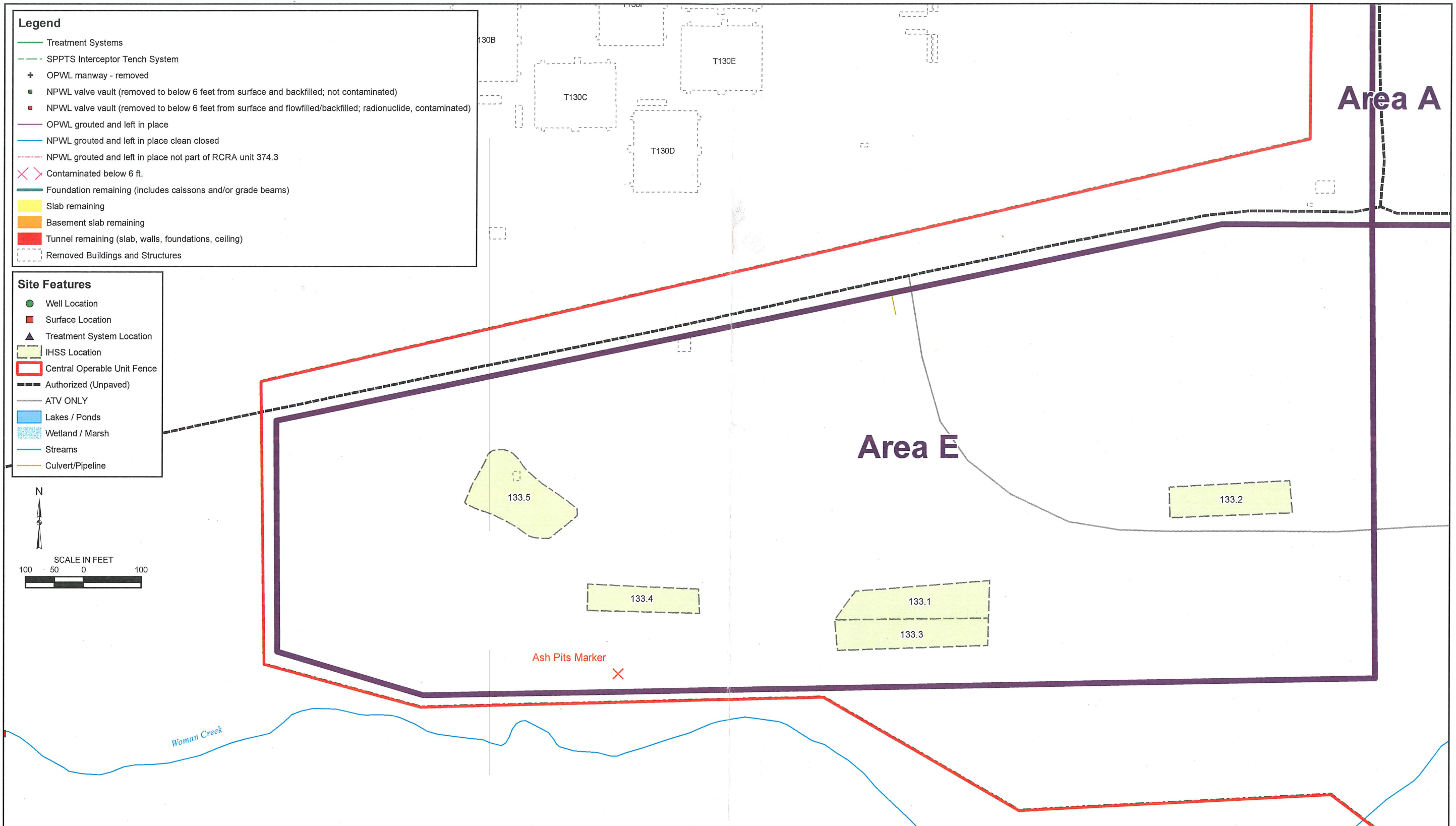


Legend

- Treatment Systems
- SPPTS Interceptor Tench System
- ✚ OPWL manway - removed
- NPWL valve vault (removed to below 6 feet from surface and backfilled; not contaminated)
- NPWL valve vault (removed to below 6 feet from surface and flowfilled/backfilled; radionuclide, contaminated)
- OPWL grouted and left in place
- NPWL grouted and left in place clean closed
- NPWL grouted and left in place not part of RCRA unit 374.3
- ✚ Contaminated below 6 ft.
- Foundation remaining (includes caissons and/or grade beams)
- Slab remaining
- Basement slab remaining
- Tunnel remaining (slab, walls, foundations, ceiling)
- - - Removed Buildings and Structures

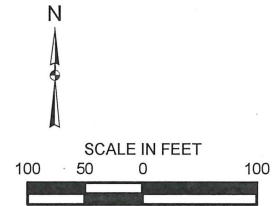
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OBJECTID	LOCATION	ID	TYPE
1	Area B	B-1	b2-1, fence post stub in conc
15	Area B	B-1a	
3	Area B	B-2	b2-1a, 3' x 3' concrete
19	Area B	B-2a	yellow trash or pipe
4	Area B	B-3	b2-2, 5ft black wire sticking up the ground
16	Area B	B-3a	
5	Area B	B-4	b2-3, rebar sticingout the ground
17	Area B	B-4a	
6	Area B	B-5	b2-4, tubular steel post stub
7	Area B	B-6	b3-2, metal railing and rebars
8	Area B	B-7	b2-5, pipe and debris
18	Area B	B-7a	
9	Area B	B-8	b2-6, 1/2in pipe
2	Area B	B-9	b2-7, rebar
10	Area D	D-1	rabbit culvert
11	Area D	D-2	small depression
12	Area D	D-3	water hole
13	Area D	D-4	8 inches deep 10-15 ft wide
14	Area D	D-5	linear ditch look at photo



- Legend**
- Treatment Systems
 - - - SPPTS Interceptor Trench System
 - + OPWL manway - removed
 - NPWL valve vault (removed to below 6 feet from surface and backfilled; not contaminated)
 - NPWL valve vault (removed to below 6 feet from surface and flowfilled/backfilled; radionuclide, contaminated)
 - OPWL grouted and left in place
 - NPWL grouted and left in place clean closed
 - - - NPWL grouted and left in place not part of RCRA unit 374.3
 - × Contaminated below 6 ft.
 - Foundation remaining (includes caissons and/or grade beams)
 - Slab remaining
 - Basement slab remaining
 - Tunnel remaining (slab, walls, foundations, ceiling)
 - - - Removed Buildings and Structures

- Site Features**
- Well Location
 - Surface Location
 - ▲ Treatment System Location
 - IHSS Location
 - ▭ Central Operable Unit Fence
 - - - Authorized (Unpaved)
 - ATV ONLY
 - Lakes / Ponds
 - Wetland / Marsh
 - Streams
 - Culvert/Pipeline



Annual Site Inspection Check List (see RFLMA Attachment 2, Sections 5.3.4, 5.3.6, and 5.4.3)

Date 4/5/18

Inspection Area: E

Inspection performed by (print each name): Chuck Brown, Emily Thompson

Check all boxes that apply, put ID# on flag and place flag marker in location of observation for follow up.								
Flag ID#	Evidence of Soil Erosion or Deposition	Evidence of Cracks, Rills, Gullies	Evidence of Sink Holes or Burrows	Evidence of Depressions or Subsidence	Evidence of Institutional Control Violation ¹	Problem with signs or other physical controls ²	Adverse biological condition	Photo(s) taken? ³

Notes (Reference Flag ID#):

- General trash pickup
- No slumps, erosion
- Inspected ash pit markers

¹ Indicate the RFLMA IC# (RFLMA Attachment 2, Table 1-7) for which violation is indicated.

² These are required to be inspected quarterly per RFLMA Attachment 2 Section 5.3.5, and completion is documented separately—documented here if problem noted during Annual Inspection.

³ If photo taken, show location and orientation of photo on Area map.

ROCKY FLATS STEWARDSHIP COUNCIL

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City of Golden ~ City of Northglenn ~ City of Thornton ~ City of Westminster ~ Town of Superior
League of Women Voters ~ Rocky Flats Cold War Museum ~ Rocky Flats Homesteaders
Kim Griffiths

MEMORANDUM

TO: Board
FROM: David Abelson & Rik Getty
SUBJECT: Draft 2019 Work Plan
DATE: October 16, 2018

The Board will approve the 2019 work plan. The Board reviewed the draft plan at the September 17th meeting and no changes were offered. However, in preparation for this meeting, I realized two sections concerning public recreation at the Rocky Flats National Wildlife Refuge needed to be amended. Those changes are noted using track changes.

Action Item: Approve 2019 Work Plan

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Kim Griffiths

2019 Work Plan

Draft #2, October 29, 2018

Mission:

The mission of the Rocky Flats Stewardship Council is to provide continuing local engagement on activities occurring at the Rocky Flats site regarding long-term stewardship of residual contamination and refuge management; to provide a forum to track issues related to former site employees, including but not limited to long-term health benefits and pension programs; to provide an ongoing mechanism to help maintain public knowledge of Rocky Flats and the ongoing needs and responsibilities regarding contaminant management and refuge management; and to provide an ongoing forum to engage on all other issues pertinent to Rocky Flats, as determined by the Stewardship Council Board of Directors.

Background:

The Stewardship Council occupies two roles: (1) serving as the Local Stakeholder Organization (LSO) for Rocky Flats, and (2) engaging USFWS on the management of the Rocky Flats National Wildlife Refuge. To help ensure the Board and public understand when the Stewardship Council acts in its capacity as the Rocky Flats LSO and when it engages on issues beyond its scope as the LSO, the plan includes headers indicating "LSO" and "Non-LSO" activities.

Local Stakeholder Organization (LSO)

Legacy Management approved the LSO Plan for Rocky Flats on December 21, 2005. That Plan identifies how the main responsibilities Congress identified in the legislation authorizing the creation of LSO (Section 3120 of the Fiscal Year 2005 Defense Authorization bill) are to be carried out at Rocky Flats. These responsibilities are summarized as follows:

- Solicit and encourage public participation in appropriate activities relating to the closure and post-closure operations of the site.
- Disseminate information on the closure and post-closure operations of the site to the State and local and Tribal governments in the vicinity of the site, and persons and entities having a stake in the closure or post-closure operations of the site.
- Transmit to appropriate officers and employees of DOE questions and concerns of governments, persons, and entities referred to in the preceding bullet.

In fulfilling these responsibilities, the Stewardship Council has been tasked with helping DOE meet its public involvement obligations identified in the Legacy Management Public Involvement Plan (LMPIP) for Rocky Flats.

Rocky Flats National Wildlife Refuge (non-LSO activity)

“The Rocky Flats National Wildlife Refuge Act of 2001” established that Rocky Flats shall become a national wildlife refuge following EPA certification that the site has been cleaned to the agreed-upon regulatory standards. In July 2007 DOE conveyed jurisdictional responsibility over nearly 4000 acres to the Department of the Interior for the Rocky Flats National Wildlife Refuge. Additional lands were conveyed in 2014.

The USFWS began opening the Rocky Flats National Wildlife Refuge for guided tours in 2015, and for public recreation in 2018. Additional trails will open the Refuge in the coming years.

Deleted: In 2015, t

Deleted: The agency

Deleted: further

Work Plan Elements

The Work Plan is divided into the following five sections:

1. DOE Management Responsibilities (LSO activity)
2. Former Rocky Flats Workforce (LSO activity)
3. Outreach (LSO activity with two exceptions noted)
4. Rocky Flats National Wildlife Refuge (non-LSO activity)
5. Business Operations (LSO activity)

DOE Management Responsibilities

LSO Activity

Overview:

One of the key roles of the Stewardship Council continues to be to understand and engage the various issues regarding the cleanup and post-closure management of Rocky Flats, and to provide a forum to foster discussions among DOE, the regulatory agencies, and community members.

2019 Activities:

1. Review information regarding the long-term stewardship and management of the Rocky Flats site, including but not limited to the results of the operational and performance monitoring data of site operations and DOE status reports.
2. Continue to identify key questions about the cleanup and ongoing management, and evaluate for remedy effectiveness and impacts to human and ecological receptors.
3. Track the progress made in treating contaminated groundwater at the groundwater treatment systems including the ongoing uranium treatment evaluation at the Solar Ponds Plume Treatment System (SPPTS).

4. Track the ongoing investigation into the source(s) of elevated actinide levels found in surface water. Of particular note are the cyclic uranium levels in North Walnut Creek at point of compliance WALPOC, elevated levels of actinides at point of evaluation GS10 on South Walnut Creek, and elevated plutonium levels at point of evaluation SW027 in the Woman Creek drainage.
5. Track progress made in addressing slumping at the Original Landfill (OLF).
6. Track issues related to additional sampling off-site and in the Rocky Flats Refuge. (Note: while the analysis might be conducted by local governments and USFWS, the issue is an LSO issue as it goes to the historic use of Rocky Flats as a weapons plant and associated residual contamination.)
7. Continue to participate in Adaptive Management Plan (AMP) meetings, including technical evaluations of data; track implementation of AMP results, which could include breaching the terminal ponds on Woman and Walnut Creeks.
8. Continue participating in DOE, CDPHE and/or EPA assessment(s) of remedy operations and effectiveness.
9. Work with DOE on implementing its Legacy Management Closure Public Involvement Plan (LMPIP), including the meetings DOE identified in the LMPIP.
10. Review DOE budgets for implementation of DOE responsibilities.
11. As needed, evaluate legal and regulatory issues regarding implementation of RFLMA and related site documents, and provide information to the Stewardship Council and to the community.
12. Work with DOE and the regulators to understand technical data regarding implementation and effectiveness of cleanup remedies and long-term controls, and provide information to the Stewardship Council and to the community.
13. Transmit to appropriate officers and employees of the DOE questions and concerns of governments, persons and entities regarding Rocky Flats.
14. As opportunities allow, continue to work with DOE on the development of the visitor center.
15. Support the ongoing efforts of the Rocky Flats Cold War Museum to educate successive generations about the history of Rocky Flats, particularly about residual contamination and continued need for long-term stewardship.
16. Track the development of Jefferson County Parkway as it relates to Rocky Flats.

Former Rocky Flats Workforce

LSO Activity

Overview:

Many of the former site workers are the constituents of the Stewardship Council governments. Further, the Rocky Flats Homesteaders, which represents more than 1800 former site workers, sits on the Board of the Stewardship Council. For these and other reasons, as noted in the Stewardship Council's IGA, worker issues will, as needed, continue to be an important component of the Stewardship Council's work. At this time, worker issues largely revolve around claims under the Energy Employee Occupational Illness Compensation Program Act (EEOICPA). Workers address claims on an individual basis.

2019 Activities:

1. Forward worker concerns, as necessary.

Outreach

LSO Activity with two exceptions noted

Overview:

As the LSO for Rocky Flats, a core responsibility for the Stewardship Council is providing a forum to help engage people on Rocky Flats and the ongoing management needs. As part of this mission it remains essential that the Stewardship Council maintain close communications with DOE, EPA, CDPHE, and Congress.

The local communities have developed over the period of many years a very good working relationship with the two primary regulatory agencies that oversee the site, EPA and CDPHE. It is imperative that the Stewardship Council continue this tradition of partnership with these agencies.

The Colorado congressional delegation likewise plays a critical role in addressing Rocky Flats issues. The Stewardship Council shall remain an important mechanism for addressing questions and concerns of the delegation, and for providing ongoing interface with the delegation on the numerous site-specific issues and concerns.

2019 Activities:

1. Hold quarterly Board meetings and provide opportunity for comment and dialogue.
2. Communicate with other local officials, DOE, state and federal regulators, the Colorado congressional delegation, and other stakeholders about the Stewardship Council's mission and activities, as appropriate.
3. Take public comment on issues related to DOE and USFWS responsibilities at Rocky Flats.
4. Evaluate Congressional action affecting DOE and USFWS and administrative action that could affect Rocky Flats.
5. Maintain communication with federal and state legislators, as appropriate, and track federal and state legislation as needed.
6. Provide opportunities at meetings and in between meetings for education and feedback.
7. Work with DOE to disseminate information on the cleanup and post-closure operations of Rocky Flats.
8. Participate in local, regional and national forums.
9. Implement mechanisms for the Stewardship Council and the general public to be informed of the results of the monitoring data and other relevant information, recognizing that not all communication between DOE and Rocky Flats constituencies will flow through the Stewardship Council.

Rocky Flats National Wildlife Refuge

Non-LSO Activity

Overview:

One of the Stewardship Council's roles is to engage on issues related to the development and management of the future Rocky Flats National Wildlife Refuge. In September 2018, USFWS began allowing public recreation at the Rocky Flats National Wildlife Refuge.

Deleted: 5

Deleted: taking steps to open

Deleted: Activities are limited to guided tours. Public access will increase in the coming years.

In addition, USFWS and DOE are discussing a partnership to develop a visitor's center. That center would be sited on refuge lands, with USFWS taking lead on the public engagement process. As the LSO for Rocky Flats, the Stewardship Council would work with DOE on that agency's role in developing the visitor center. (That work with DOE is an LSO activity.) USFWS would take lead on public engagement; Stewardship Council members may be involved in that process.

The items identified in this part of the work plan only concern USFWS.

2019 Activities:

1. Track agency and Congressional action affecting funding for USFWS and Rocky Flats National Wildlife Refuge. Engage as needed.
2. Track issues related to the development of the Rocky Flats visitor center.¹ Engage as needed.
3. Be apprised of the Rocky Flats National Wildlife Refuge site conservation plan, with an emphasis on the proposed trail plan.
4. Forward information regarding the Rocky Flats National Wildlife Refuge to the Stewardship Council Board of Directors and the public, as appropriate.
5. Track issues related to the development of a trail network connecting Rocky Flats National Wildlife Refuge, Rocky Mountain Arsenal National Wildlife Refuge, Two Ponds National Wildlife Refuge, and Rocky Mountain National Park.

Business Operations

LSO Activity

Overview:

Business Operations refers to organizational management responsibilities – conducting the annual audit, submitting financial reports to DOE, adopting annual Work Plan and annual budget, etc.

¹ As noted above, as the LSO for Rocky Flats, the Stewardship Council will work with DOE on that agency's role in developing the visitor center. The item identified in this part of the work plan only concerns USFWS' role.

2019 Activities:

1. Work with DOE to ensure the Stewardship Council continues to meet the needs as the LSO for Rocky Flats.
2. Operate Stewardship Council in compliance with state and federal regulations.
3. Conduct financial audit.
4. Prepare and adopt the annual work plan and the annual budget.
5. Submit financial reports to DOE.
6. Review and renew as necessary consulting agreements.
7. Provide annual report on activities.
8. Appoint community members to the Board of Directors (two seats)

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League of Women Voters ~ Rocky Flats Cold War Museum ~ Rocky Flats Homesteaders
Kim Griffiths

MEMORANDUM

TO: Board
FROM: David Abelson
SUBJECT: Fiscal Year 2019 Budget Hearing
DATE: October 16, 2018

The Board will hold a budget hearing on the fiscal year 2019 Stewardship Council budget, and approve a budget resolution adopting the budget. No changes were offered by the Board at the September 17th meeting. There are two changes I made since that meeting:

1. Update the "2018 Actual/Projected Expenses" to include actual expenses through September.
2. Increase personnel costs by \$1150 to account for the one month overlap between Rik Getty and Melissa Weakley.

The budget resolution and hearing notice are attached. Notice will be published in the Denver Post.

Action Item: Hold fiscal year 2019 budget hearing and approve resolution adopting the budget

ROCKY FLATS STEWARDSHIP COUNCIL

2019 Budget -- DRAFT October 29, 2018

	2019 Budget Amounts	2019 Anticipated Expenditures	2018 Budget	2018 Actual/ Projected Expenses*	2018 Budget vs. 2018 Actual/Projected Expenses	Actual 2017 Expenses
A. Personnel	\$ 94,150.00	\$ 94,150.00	\$ 93,000.00	\$ 93,000.00	\$ -	\$ 93,000.00
Executive Director and Technical Advisor (\$7750/month) plus one additional month for transfer of technical advisor position						
B. Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Staff are contractors						
C. Travel	\$ 7,300.00					
Out of State	\$ 6,100.00	\$ 6,100.00	\$ 5,500.00	\$ 4,199.16	\$ (1,300.84)	\$ 5,463.94
National DOE-related trips						
Local Travel	\$ 1,200.00	\$ 1,000.00	\$ 1,200.00	\$ 810.03	\$ (389.97)	\$ 758.12
\$100/month for 12 months						
D. Computer Equipment	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ (500.00)	\$ -
Purchase misc. hardware, software						
E. Supplies	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ (1,100.00)	\$ 10.00
Supplies (\$100/month)						
F. Contractual	\$ 39,500.00					
Attorney & Accounting Services						
Legal Services (\$1400/ month)	\$ 16,800.00	\$ 16,000.00	\$ 16,800.00	\$ 13,688.82	\$ (3,111.18)	\$ 17,566.17
Accounting (\$850/month)	\$ 10,200.00	\$ 5,800.00	\$ 10,200.00	\$ 5,826.00	\$ (4,374.00)	\$ 4,607.50

Audit Report	\$ 6,500.00	\$ 4,200.00	\$ 6,500.00	\$ 4,000.00	\$ (2,500.00)	\$ 4,019.44
Admin. Services						
Misc. Services: bank fees, etc.	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 82.00	\$ (918.00)	\$ 129.00
Minutes Preparation (5 meetings) (also includes web site management)	\$ 3,000.00	\$ 2,500.00	\$ 3,600.00	\$ 6,062.50	\$ 2,462.50	\$ 3,037.50
Local Government Expenses	\$ 2,000.00	\$ 1,500.00	\$ 2,000.00	\$ 1,833.44	\$ (166.56)	\$ 1,480.00
Miscellaneous expenses not covered by DOE funds (includes meeting expenses and non-LSO activities)						
G. Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
None						
H. Other	\$ 14,600.00					
Printing & Copy	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ -	\$ (2,000.00)	\$ -
Postage \$125/month for 12 months	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 491.88	\$ (1,008.12)	\$ 605.88
Liability Insurance						
Property Contents/General Liability	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ 500.00
Board Members	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,385.61	\$ (114.39)	\$ 3,385.61
Telephone, email, etc.	\$ 2,700.00	\$ 2,400.00	\$ 2,700.00	\$ 2,326.28	\$ (373.72)	\$ 1,977.50
Website						
Hosting	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ (500.00)	\$ -
Web master	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ -	\$ (1,500.00)	\$ -
Subscriptions/Memberships						
ECA membership	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ -	\$ 950.00
Conference registration fees	\$ 800.00	\$ 800.00	\$ 800.00	\$ 720.00	\$ (80.00)	\$ -
Newspapers	\$ 650.00	\$ 450.00	\$ 650.00	\$ 525.70	\$ (124.30)	\$ 507.00
J. Indirect Costs	\$ -		\$ -	\$ -	\$ -	\$ -
N/A						
TOTAL PROPOSED BUDGET	\$ 157,250.00	\$ 141,100.00	\$ 156,100.00	\$ 138,501.42	\$ (17,598.58)	\$ 137,997.66

REVENUE FOR 2019

Local government contributions	\$ 10,000.00
Department of Energy grant	\$ 139,000.00
RFCLG carry-over	\$ 8,250.00
TOTAL	\$ 157,250.00

*2018 Actual/Projected Expenses = actual January through September; projected October through December

STATE OF COLORADO

ROCKY FLATS STEWARDSHIP COUNCIL

The Board of Directors of the Rocky Flats Stewardship Council (“Stewardship Council”), State of Colorado, held a meeting at the Rocky Mountain Metropolitan Airport (formerly Jefferson County Airport), Mt. Evans Room, 11755 Airport Way, in Broomfield, Colorado 80021, on October 29, 2018, at the hour of 8:30 A.M., at which a quorum of the Board of Directors was present.

The Executive Director reported that prior to the meeting he had notified each of the Directors of the date, time and place of this meeting and the purpose for which it was called. He further reported that Notice of the Board Meeting has been posted in accordance with the Bylaws of the Stewardship Council and, to the best of his knowledge, remains posted to the date of this meeting.

Thereupon, Director _____, introduced and moved the adoption of the following Resolution:

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR THE GENERAL FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO THE GENERAL FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE ROCKY FLATS STEWARDSHIP COUNCIL, STATE OF COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2019, AND ENDING ON THE LAST DAY OF DECEMBER, 2019.

WHEREAS, the proposed budget has been submitted to the Board of Directors of the Stewardship Council for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law as attached as Exhibit A, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 29, 2018, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ROCKY FLATS STEWARDSHIP COUNCIL, STATE OF COLORADO:

Section 1. Summary of 2019 Revenues and 2019 Expenditures. That the estimated revenues and expenditures for the general fund for fiscal year 2019, as more specifically set forth in the budget attached hereto, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, amended, attached hereto and incorporated herein, is approved and adopted as the budget of the Rocky Flats Stewardship Council for fiscal year 2019.

Section 3. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget, attached hereto, are hereby appropriated from the revenue of the general fund, to the general fund, for the purposes stated and no other.

Section 4. Budget Certification. That the budget shall be certified by Joyce Downing, Chair of the Board, and made a part of the public records of the Rocky Flats Stewardship Council.

The foregoing Resolution was seconded by Director _____.

RESOLUTION APPROVED AND ADOPTED THIS 29th DAY OF OCTOBER, 2018.

[Remainder of Page Intentionally Left Blank]

Signature Page to Rocky Flats Stewardship Council
2019 Budget Resolution

ROCKY FLATS STEWARDSHIP COUNCIL

By: _____
Joyce Downing, Chair

ATTEST:

By: _____
Secretary

STATE OF COLORADO

ROCKY FLATS STEWARDSHIP COUNCIL

I, Joyce Downing, hereby certify that I am a Director and qualified Chair of the Rocky Flats Stewardship Council, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said Stewardship Council, adopted at a meeting of the Board of Directors of the Rocky Flats Stewardship Council held on October 29, 2018, at the Rocky Mountain Metropolitan Airport (formerly Jefferson County Airport), Mt. Evans Room, 11755 Airport Way, in Broomfield, Colorado, as recorded in the official record of the proceedings of the Stewardship Council, insofar as said proceedings relate to the budget hearing for fiscal year 2019; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the Stewardship Council this 29th day of October, 2018.

Joyce Downing, Chair

EXHIBIT A

NOTICE AS TO PROPOSED 2019 BUDGET

NOTICE IS HEREBY GIVEN that a proposed budget has been submitted to the **ROCKY FLATS STEWARDSHIP COUNCIL** for the fiscal year 2019. A copy of such proposed budget has been filed in the office Seter & Vander Wall, P.C. 7400 East Orchard Road, Suite 3300, Greenwood Village, Colorado, where same is open for public inspection. Such proposed budget will be considered at a meeting of the Rocky Flats Stewardship Council to be held at 8:30 A.M. on Monday, October 29, 2018. The meeting will be held at 11755 Airport Way, Mt. Evans Room, in Broomfield, Colorado. Any interested party may inspect the proposed budget and file or register any objections at any time prior to the final adoption of the 2019 budget.

BY ORDER OF THE EXECUTIVE COMMITTEE:
ROCKY FLATS STEWARDSHIP COUNCIL

By: /s/ SETER & VANDER WALL, P.C.
Attorneys for the District

Publish in: The Denver Post
Publish on: Saturday, October 20, 2018

**ROCKY FLATS STEWARDSHIP COUNCIL
2019 BUDGET MESSAGE**

SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

The purpose of the Rocky Flats Stewardship Council, consistent with public health, safety and welfare, is to provide an effective mechanism for local governments in the vicinity of Rocky Flats and their citizens to work together on issues of mutual concern relating to the future use and long-term protection of Rocky Flats, and to serve as a focal point for local government communication and advocacy with state and federal agencies regarding Rocky Flats issues.

Revenue

The Stewardship Council receives its revenues from the Department of Energy; Rocky Flats Coalition of Local Governments; and Local Government contributions (Boulder County, Jefferson County, City and County of Broomfield, Cities of Arvada, Boulder, Golden, Northglenn, Thornton, and Westminster and Town of Superior).

Expenditures

The funds are used for G&A, overhead expenses, as well as costs incurred with buffer zone and stewardship planning processes.

The Stewardship Council prepares its budget on the modified accrual basis of accounting.

LSO Applications

- Cover memo
- Applicants' Responses
 - Rocky Flats Cold War Museum (current member)
 - Kim Griffiths (current member)
 - Sasha Stiles

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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 Thornton ~ City of Westminster ~ Town of Superior
League of Women Voters ~ Rocky Flats Cold War Museum ~ Rocky Flats Homesteaders
Kim Griffiths

MEMORANDUM

TO: Board of Directors
FROM: David Abelson
SUBJECT: LSO Member Interviews
DATE: October 16, 2018

The governments will interview candidates for the two community representative seats on the Board of Directors and make appointments. The terms start at the February 2018 meeting.

Three applied for membership:

Rocky Flats Cold War Museum (current member)
Kim Griffiths (current member)
Sasha Stiles

The applicants' responses are attached.

Action Item: Interview candidates and make appointments

**Rocky Flats Cold War
Museum
(current member)**

Rocky Flats Stewardship Council 2019-2020 Membership Application

Name: Arthur S. (Murph) Widdowfield

Name of organization represented (if applicable): Rocky Flats Cold War Museum

Address: 7385 Quartz Street, Arvada, CO 80007-7632

Telephone: 303-904-4094 (home); 303-910-3104 (cell); museum phone: 720-287-1717

Email: murphwid@gmail.com

Title (if applicable): President of the Board

Membership category: Historic Preservation (museum)

Number of individuals/groups your organization represents: 600 to 800 estimated

Time Commitment

We do not have any time constraints and can have a representative at all meetings. Our members have a very strong foundation on the history of the site, cleanup and monitoring activities. Our organization is committed to tell the complete story of Rocky Flats.

Assignment of Director and Alternate Directors

Meeting attendance is vitally important so each organization must be able to appoint a Director and up to two Alternate Directors to serve in the absence of the Director. Our Director and Alternate Directors are indicated below.

Director: Murph Widdowfield

Alternate: Susan Flack

Alternate: Ken Freiberg

Bio: **Arthur S. (Murph) Widdowfield**

Murph has a background in heavy construction and engineering and was the President, GM of a construction company for over twenty years. Contracts included the mining and milling operations for copper, molybdenum, uranium, precious minerals and others. The company also built and maintained power plant, refinery and other heavy industrial operations that included the Rocky Mountain Arsenal and Rocky Flats Nuclear Weapons Plant. He has been a Jefferson County resident since 1948, graduated from Wheat Ridge High School and spent three years in the U.S. Army in Germany. His college background is in engineering, construction management and law and estimating. He has had many roles during his 32 years in Lakewood Rotary Club and has served as a volunteer for the National Western Stock Show, Red Cross, Rocky Mountain Horse Expo and many other small organizations as well as the Rocky Flats Museum.

He became part of the Rocky Flats Stewardship Council about ten years ago as a community member and was then asked to become a board member of the Rocky Flats Cold War Museum. He has served the museum as a board member, treasurer and president. He has helped to create exhibits, organize volunteer working sessions and has done many presentations on Rocky Flats for school, college and community groups

Bio: Susan Flack

Susan has a extensive background with Rocky Flats, serving as a researcher in risk assessment for an independent contractor that was part of the Historical Public Exposure Study on Rocky Flats area from 1990-99.

Bio: Ken Freiberg

Ken became employed by Dow Chemical Co in 1953. He was Construction Manager and later Manager of Building Maintenance. He remained at Rocky Flats after Rockwell International Co. became the operating contractor and also worked for EG&G.

Statement of Interest

Members of the board of the Rocky Flats Cold War Museum have struggled to save the history of the former nuclear weapons plant since 1999 and incorporated as a 501c3 non-profit in 2001. The boards goal has always been to save the entire history of Rocky Flats, including activities of various activist groups. No other museum has been working to save Rocky Flats artifacts and other historic materials for the public. The board has collaborated with the Boulder Library's Maria Rogers Oral History Program on a large collection of interviews with former Rocky Flats workers, political leaders and activists. These interviews are online and available to the public. The interviews offer insight, anecdotes and details about Rocky Flats history that are compelling and shed light on a formerly secret government operation.

Several of the board members are former Rocky Flats workers, one heads the Rocky Flats Homesteaders and another is an International Museum Consultant. Four are representatives of the companies that provide health care for ex-workers under the EEOICPA (Energy Employees Occupational Illness Compensation Program Act). All board members have a fairly extensive knowledge of Rocky Flats history and issues. Board members have given many talks and programs each year to school and civic groups about Rocky Flats, the Oral History Project and the museum development. We want to monitor Rocky Flats long-term stewardship issues that arise on the Stewardship Council and also provide information to the public through our Facebook page, Web site and personal outreach.

The museum gave some of its artifacts to the U.S. Department of Energy to place in the proposed Visitor Center to be built on the Rocky Flats Wildlife Refuge. Board members hope to volunteer at the center when it opens, to provide accurate information about the plants history and site, since some misinformation, rumor and speculation have been part of the public dialogue.

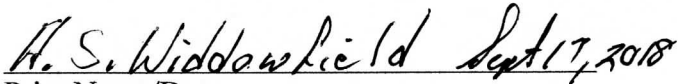
Conflict of Interest Statement

To maintain public trust and accountability, all applicants must identify any conflict of interest or a potential conflict of interest. "Conflict of Interest" is broadly defined as (1) having a direct financial interest in any issue related to the management of Rocky Flats and/or (2) currently being engaged in a lawsuit against the Department of Energy, the Department of Interior, Jefferson County, Boulder County, The City and County of Broomfield, the cities of Arvada, Boulder, Golden, Northglenn, Thornton, and Westminster, and the Town of Superior. Any such conflicts must be listed below.

The Rocky Flats Cold War Museum has no such conflict of interest.


Signature

Signature


Print Name/Date

Print Name/Date

Kim Griffiths
(current member)

Rocky Flats Stewardship Council
Membership Application 2019-2020

Name: Kim Griffiths
Address: 15589 W 95th Place, Arvada CO 80007 (Candelas resident)
Telephone: 303-916-5696
Email: kagriff.kg@gmail.com
Membership category: Landowner/asset holder

Statement of Interest

It has been my privilege to serve on the Rocky Flats Stewardship Council. I have listened and learned much during the first year, and would like to continue on the Council for another term. I believe that as a local resident, I have a distinct and important voice on the Council. I am familiar with the time commitment required as a member of the Council and have attended all meetings and most of the Executive Committee meetings in 2018. My bio from last year is unchanged.

Specific activities beyond the Council meetings include: the distribution of a survey to gauge surrounding neighborhood opinions regarding the opening of the Rocky Flats National Wildlife Refuge; meeting with CDPHE representatives to gain a better understanding of their position and extensive data analyzes; attending the Rocky Mountain Greenway open house to learn more about their project; and most recently numerous hikes on the Refuge which has been by far the most enjoyable activity.

I have no conflict of interest, specifically I have no direct financial interest in any issue related to the management of Rocky Flats nor have I ever been engaged and/or am I currently engaged in a lawsuit against DOE, the Department of the Interior, Jefferson County, Boulder County, the City or County of Broomfield, the cities of Arvada, Boulder, Golden, Northglenn, Thornton, Westminster or the Town of Superior.

Please contact me should there be any further questions about my background, experience, or interest in continuing as a member of the Council.

Kimberly A. Griffiths

Kimberly A. Griffiths/September 28, 2018

Sasha Stiles

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League of Women Voters ~ Rocky Flats Cold War Museum ~ Rocky Flats Homesteaders
Kim Griffiths

Membership Application, 2019-2020

Background

The Rocky Flats Stewardship Council formed in February 2006 to provide ongoing local government and community engagement on the post-closure management of Rocky Flats, the former nuclear weapons plant northwest of Denver. The \$7 billion cleanup was completed in October 2005 and represents an important legacy for our communities. Cleanup significantly reduced the many risks. Ongoing management by the Department of Energy (DOE) remains vital to ensuring long-term protection of human health and the environment.

The Stewardship Council is an independent body organized under Colorado law. In late 2004, the United States Congress approved legislation authorizing the creation of Local Stakeholder Organizations (LSO) at Rocky Flats and two sites in Ohio. The Stewardship Council's central focus is serving as the DOE-designated LSO for Rocky Flats. Our mission is to provide continuing local engagement on activities at Rocky Flats regarding long-term stewardship of residual contamination and refuge management. We also track issues related to former site employees, and work with the United States Fish and Wildlife Service on the development and management of the Rocky Flats National Wildlife Refuge.

The Stewardship Council Board of Directors includes elected officials from ten local governments neighboring Rocky Flats, and up to four non-governmental parties. The current membership is listed on the masthead (see above).

In Fall 2018, the member governments will appoint members to two of the four non-governmental seats. Terms start at the February 2019 meeting and run for two years.

Membership

In determining membership, the Stewardship Council is committed to balancing those with knowledge of Rocky Flats with adding new perspectives and engaging new constituencies. In 2005, following the passage of the LSO legislation, DOE identified the following characteristics to guide membership of the non-governmental members:

1. Impacted by and interested in a majority of the scope topic areas of the Stewardship Council
2. Willingness to invest time and energy on all of the topic areas
3. Some familiarity with Rocky Flats history, the cleanup process, etc.
4. Represent a broad constituency with a wide diversity of viewpoints
5. Bring new ideas to the table

In developing a broad constituency, there are various potential membership categories:

1. Academic institution
2. Business
3. Former Rocky Flats worker
4. Historic preservation
5. Landowner/asset holder
6. Public interest/environmental group
7. Student
8. Technical expertise
9. Other

Application Deadline: Thursday, October 4, 2018 (email and mail only). Interviews will take place on Monday, October 29 in the morning.

Provide the following information

Name L.E. Sasha Stiles MD
 Name of organization represented (if applicable)
 Address 1335 so. Mesa Court, Superior, Co. 80027
 Telephone 7203756900
 Email sashstiles@gmail.com
 Title (if applicable) MD. MPH,
 Membership category at large - also MD
 Number of individuals/groups your organization represents

Address the following questions

1. Time Commitment: On average, Board members spend 5-10 hours per month working on Stewardship Council issues. They also attend five Board meetings per year. Board meetings are Monday mornings from 8:30 – 11:30 AM. Members who lack a solid foundation on Rocky Flats issues will likely need to spend time developing a strong foundation on the history of the site, cleanup, and monitoring activities since closure in 2006. I have aall the time required now as I am semi retired. Please see my statement page.

Questions to answer:

- a. How much time will you/your organization be able to commit towards this effort? n/a
- b. Are there any time constraints you/your organization may face? no

Please explain.


2. Assignment of Director and Alternate Director(s): Meeting attendance is vitally important so each organization must appoint a Director, and up to two Alternate Directors to serve in the absence of the Director. I can attend all meetings

Information Need: If you are applying on behalf of an organization, please indicate who will serve as the Director and Alternate Director(s)? Attach a short bio for each person.

Persons applying for membership as individuals are not permitted to appoint Alternate Directors. Please attach a short bio.

3. Statement of Interest: Write a statement explaining your organization’s interest/individual interest in serving, and membership category. Please discuss any relevant experience, education, expertise, or special skills that would serve the Stewardship Council’s mission, including any Rocky Flats experience. please see attached statement.

4. Conflict of Interest Statement: To maintain public trust and accountability, all applicants must identify any conflict of interest or a potential conflict of interest. “Conflict of interest” is broadly defined as (1) having a direct financial interest in any issue related to the management of Rocky Flats, and/or (2) currently being engaged in a lawsuit against the Department of Energy, the Department of the Interior, Jefferson County, Boulder County, the City and County of Broomfield, the cities of Arvada, Boulder, Golden, Northglenn, Thornton, and Westminster, or the Town of Superior. I have no conflict of interest as I have have no membership in any organization nor have ever participated in any lawsuit with any of above organization above.
Information Need: Please list any such conflicts or potential conflicts.



 Signature

 Signature*

L.E. Sasha Stiles MD, MPH 10/2/18

 Print name/date

 Print name/date

*If you are submitting the application on behalf of an organization, both the Director and one Alternate Director must sign the application.

If you have any questions, please contact:
 David Abelson
 Executive Director, Rocky Flats Stewardship Council
 (303) 412-1200
dabelson@rockyflatssc.org

Please accept my application for membership in the Stewardship Council as a medical scientist and health care provider.

In compliance with the DOE requested characteristics for membership and the mission statement of the Stewardship Council, I apply as a 7-year resident of Superior and as an MD for 40 years. To my knowledge no medical provider has been a member of the Stewardship Council. Given the Stewardship Council mission of informing on the health benefits of past employees, as well as potential future impact of any remaining contamination, I believe my perspective could be very valuable. I recently semi retired, working one day a week from home with telemedicine patients on a premier national platform. I confirm that I have more than ample time and interest in the mission of the Stewardship Council.

I received my MD 40 years ago from the University of California San Francisco. I also received a Masters in Public Health from the University of California Berkeley in Health Administration and Planning. I received specialty boards in Family Medicine and more recently subspecialty boards in Obesity. As a subspecialist and as an MPH, I drew on my epidemiological background to participate in many research projects for Kaiser Permanente N. California and Hawaii, Tufts University, NYU and the University of Hawaii. I organized many local and national medical educational conferences and research projects. I have been asked to present to countless forums on the epigenetics of obesity. I continue to be a reviewer of the top Obesity peer review journal since its inception.

I am currently working with Professor Bobbie Kite DU (PhD in Public Health in Biomedical Information with a minor in Epidemiology). We are submitting a proposal to University of Denver entitled: "Using Patterns of Care for Environmental Monitoring". This will hopefully take us one step closer to unbiased reporting of illness in the greater Denver Community.

Sparked by my neighbors' questions about Rocky Flats, I have tried to gather information from all parties including the Stewardship Council in front of which I've suggested all parties work together and combine expertise. I have read many reports and many studies both local and far away in the multiple research journals on radiation related illness in accident zones, and my chosen subspecialty field epigenetics. I have focused on the epigenetic (multiple generational) understanding of effects of radionuclide damage to the genome over generations.

As a medical scientist and caregiver I offer my expertise to help the Stewardship Council interpret all epidemiological data, reports old and new and other information that will impact the health of our community as it pertains to the mission of the Stewardship Council.

Thank you for giving serious consideration to my application.

L.E. Sasha Stiles MD, MPH 10/2/18

Appendix

- Meeting Protocols
- Acronym List

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Rocky Flats Stewardship Council – Meeting Overview and Protocols

The central purpose of the meeting of the Rocky Flats Stewardship Council Board of Directors is for the Board and public to learn about current site activities and monitoring results, to be briefed on any issues or challenges DOE and the regulatory agencies are facing, and other issues that come before the Board. The Board reserves time at each meeting to address governance-related issues. Those issues are identified in the meeting agenda, and could include the budget, work plan, minutes, and related items.

All meetings of the Board of Directors are open to the public. From time-to-time, and in accordance with § 24-6-402(4), Colorado Revised Statutes, the Board may go into executive session. Public notice of the executive session is provided in the meeting agenda.

Public Engagement Protocols: Time is allotted at each meeting for the public to address the Board of Directors and presenters. The following procedures apply to all meetings of the Board of Directors. The Chair reserves the right to modify these procedures.

1. **Public comment periods:** The public comment periods are identified on the meeting agenda. The goal is to have two public comment periods—one near the start of the meeting and another near the end. The public comment periods are not a Q&A with the Board.
2. **Time limit:** The Board requests that comments be to the point. If individual comments are too long and/or if there are a number of people who wish to speak, the Chair reserves the right to enact a time limit.
3. **Additional public comment:** As time allows, and as called on by the Chair, the public is allowed to ask questions or express an opinion during presentations. The Board will have the first opportunity to ask questions or make comments.

No personal attacks: All people speaking at the meeting must refrain from personal attacks and address the issues at hand.

Public Comment on Stewardship Council Website: The Stewardship Council website includes a section for public comment. To have your comment posted, you must email a copy of your comments to David Abelson (dabelson@rockyflatssc.org).

Noise: In order to help reduce background noise, sidebar and backroom conversations should be taken into the hall.

To be added to the Stewardship Council's email distribution list, please email David Abelson (dabelson@rockyflatssc.org).

Acronym or Term	Means	Definition
Alpha Radiation		<p>A type of radiation that is not very penetrating and can be blocked by materials such as human skin or paper. Alpha radiation presents its greatest risk when it gets inside the human body, such as when a particle of alpha emitting material is inhaled into the lungs. Plutonium, the radioactive material of greatest concern at Rocky Flats, produces this type of radiation.</p>
Am	americium	<p>A man-made radioactive element which is often associated with plutonium. In a mass of Pu, Am increases in concentration over time which can pose personnel handling issues since Am is a gamma radiation-emitter which penetrates many types of protective shielding. During the production era at Rocky Flats, Am was chemically separated from Pu to reduce personnel exposures.</p>
AME	Actinide Migration Evaluation	<p>An exhaustive years-long study by independent researchers who studied how actinides such as Pu, Am, and U move through the soil and water at Rocky Flats</p>
AMP	Adaptive Management Plan	<p>Additional analyses that DOE is performing beyond the normal environmental assessment for breaching the remaining site dams.</p>
AOC well	Area of Concern well	<p>A particular type of groundwater well</p>
B	boron	<p>Boron has been found in some surface water and groundwater samples at the site</p>
Be	beryllium	<p>A very strong and lightweight metal that was used at Rocky Flats in the manufacture of nuclear weapons. Exposure to beryllium is now known to cause respiratory disease in those persons sensitive to it</p>
Beta Radiation		<p>A type of radiation more penetrating than alpha and hence requires more shielding. Some forms of uranium emit beta radiation.</p>

Rocky Flats Acronym List
 Prepared by Rik Getty, Rocky Flat Stewardship Council
 October 2014

BMP	best management practice	A term used to describe actions taken by DOE that are not required by regulation but warrant action.
BZ	Buffer Zone	The majority of the Rocky Flats site was open land that was added to provide a "buffer" between the neighboring communities and the industrial portion of the site. The buffer zone was approximately 6,000 acres. Most of the buffer zone lands now make up the Rocky Flats National Wildlife Refuge.
CAD/ROD	corrective action decision/record of decision	The complete final plan for cleanup and closure for Rocky Flats. The Federal/State laws that governed the cleanup at Rocky Flats required a document of this sort.
CCP	Comprehensive Conservation Plan	The refuge plan adopted by the U.S. Fish and Wildlife Service in 2007.
CDPHE	Colorado Department of Public Health and Environment	State agency that regulates the site.
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act	Federal legislation that governs site cleanup. Also known as the Superfund Act
cfs	cubic feet per second	A volumetric measure of water flow.
COC	Contaminant of Concern	A hazardous or radioactive substance that is present at the site.
COU	Central Operable Unit	A CERCLA term used to describe the DOE-retained lands, about 1,500 acres comprised mainly of the former Industrial Area where remediation occurred
CR	Contact Record	A regulatory procedure where CDPHE reviews a proposed action by DOE and either approves the proposal as is or requires changes to the proposal before approval. CRs apply to a wide range of activities performed by DOE. After approval the CR is posted on the DOE-LM website and the public is notified via email.
Cr	chromium	Potentially toxic metal used at the site.
CRA	comprehensive risk assessment	A complicated series of analyses detailing human health risks and risks to the environment (flora and fauna).

Rocky Flats Acronym List
 Prepared by Rik Getty, Rocky Flat Stewardship Council
 October 2014

D&D	decontamination and decommissioning	The process of cleaning up and tearing down buildings and other structures.
DG	discharge gallery	This is where the treated effluent of the SPPTS empties into North Walnut Creek.
DOE	U.S. Department of Energy	The federal agency that manages portions of Rocky Flats. The site office is the Office of Legacy Management (LM).
EA	environmental assessment	Required by NEPA (see below) when a federal agency proposes an action that could impact the environment. The agency is responsible for conducting the analysis to determine what, if any, impacts to the environment might occur due to a proposed action.
EIS	environmental impact statement	A complex evaluation that is undertaken by a government agency when it is determined that a proposed action by the agency may have significant impacts to the environment.
EPA	U.S. Environmental Protection Agency	The federal regulatory agency for the site.
EEOICPA	energy employees occupational illness compensation program act	This act was passed by Congress in 2000 to compensate sick nuclear weapons workers and certain survivors. Unfortunately the program has been fraught with difficulties in getting benefits to these workers over the years.
ETPTS	east trenches plume treatment system	The treatment system near the location of the east waste disposal trenches which treats groundwater contaminated with organic solvents emanating from the trenches. Treated effluent flows into South Walnut Creek.
FC	functional channel	Man-made stream channels constructed during cleanup to help direct water flow.
FACA	Federal Advisory Committee Act	This federal law regulated federal advisory boards. The law requires balanced membership and open meetings with published Federal Register meeting dates.
Gamma Radiation		This type of radiation is very penetrating and requires heavy shielding to keep it from exposing people. Am is a strong gamma emitter.
GAO	Government Accountability Office	Congressional office which reports to Congress. The GAO did 2 investigations of

Rocky Flats Acronym List
 Prepared by Rik Getty, Rocky Flat Stewardship Council
 October 2014

		Rocky Flats relating to the ability to close the site for a certain dollar amount and on a certain time schedule. The first study was not optimistic while the second was very positive.
g	gram	metric unit of weight
gpm	gallons per minute	A volumetric measure of water flow in the site's groundwater treatment systems and other locations.
GWIS	groundwater intercept system	Refers to a below ground system that directs contaminated groundwater toward the Solar Ponds and East Trenches treatment systems.
IA	Industrial Area	Refers to the central core of Rocky Flats where all production activities took place. The IA was roughly 350 of the total 6,500 acres at the site.
IC	Institutional Control	ICs are physical and legal controls geared towards ensuring the cleanup remedies remain in place and remain effective.
IGA	intergovernmental agreement	A cooperative agreement between local governments which sets up the framework of the Stewardship Council.
IHSS	Individual Hazardous Substance Site	A name given during cleanup to a discrete area of known or suspected contamination. There were over two hundred such sites at Rocky Flats.
ITPH	interceptor trench pump house	The location where contaminated groundwater collected by the interceptor trench is pumped to either the Solar Ponds and East Trenches treatment systems
L	liter	Metric measure of volume, a liter is slightly larger than a quart.
LANL	Los Alamos National Laboratory	One of the US government's premier research institutions located near Santa Fe, NM. LANL is continuing to conduct highly specialized water analysis for Rocky Flats. Using sophisticated techniques LANL is able to determine the percentages of both naturally-occurring and man-made uranium which helps to inform water quality decisions.
LHSU	lower hydrostratigraphic unit	Hydrogeology term for deep unweathered bedrock which is hydraulically isolated from the upper hydrostratigraphic unit (see

		UHSU). Data shows that site contaminants have not contaminated the LHSU.
LM	Legacy Management	DOE office responsible for overseeing activities at closed sites.
LMPIP	Legacy Management Public Involvement Plan	This plan follows DOE and EPA guidance on public participation and outlines the methods of public involvement and communication used to inform the public of site conditions and activities. It was previously known as the Post-Closure Public Involvement Plan (PCPIP).
M&M	monitoring and maintenance	Refers to ongoing activities at Rocky Flats.
MOU	Memorandum of Understanding	MOU refers to the formal agreement between EPA and CDPHE which provides that CDPHE is the lead post-closure regulator with EPA providing assistance when needed.
MSPTS	Mound site plume treatment system	The treatment system for treating groundwater contaminated with organic solvents which emanates from the Mound site where waste barrels were buried. Treated effluent flows into South Walnut Creek.
NEPA	National Environmental Policy Act	Federal legislation that requires the federal government to perform analyses of environmental consequences of major projects or activities.
nitrates		Contaminant of concern found in the North Walnut Creek drainage derived from Solar Ponds wastes. Nitrates are very soluble in water and move readily through the aquatic environment
Np	neptunium	A man-made radioactive isotope that is found as a by-product of nuclear reactors and plutonium production.
NPL	National Priorities List	A listing of Superfund sites. The refuge lands were de-listed from the NPL while the DOE-retained lands are still on the NPL due to ongoing groundwater contamination and associated remediation activities.
OLF	Original Landfill	Hillside dumping area of about 20 acres which was used from 1951 to 1968. It underwent extensive remediation with the

		addition of a soil cap and groundwater monitoring locations.
OU	Operable Unit	A term given to large areas of the site where remediation was focused.
PCE	perchloroethylene	A volatile organic solvent used in past operations at the site. PCE is also found in environmental media as a breakdown product of other solvents.
pCi/g	picocuries per gram of soil	A unit of radioactivity measure. The soil cleanup standard at the site was 50 pCi/g of soil.
pCi/L	picocuries per liter of water	A water concentration measurement. The State of Colorado has a regulatory limit for Pu and Am which is 0.15 pCi/L of water. This standard is 100 times stricter than the EPA's national standard.
PLF	Present Landfill	Landfill constructed in 1968 to replace the OLF. During cleanup the PLF was closed under RCRA regulations with an extensive cap and monitoring system.
PMJM	Preble's Meadow Jumping Mouse	A species of mouse found along the Front Range that is on the endangered species list. There are several areas in the Refuge and COU that provide an adequate habitat for the mouse, usually found in drainages. Any operations that are planned in potential mouse habitat are strictly controlled.
POC	Point of Compliance (surface water)	A surface water site that is monitored and must be found to be in compliance with federal and state standards for hazardous constituents. Violations of water quality standards at the points of compliance could result in DOE receiving financial penalties.
POE	Point of Evaluation (surface water)	These are locations at Rocky Flats at which surface water is monitored for water quality. There are no financial penalties associated with water quality exceedances at these locations, but the site may be required to develop a plan of action to improve the water quality.
POU	Peripheral Operable Unit	A CERCLA term used to describe the Wildlife Refuge lands of about 4,000 acres.

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Pu	plutonium	Plutonium is a metallic substance that was fabricated to form the core or "trigger" of a nuclear weapon. Formation of these triggers was the primary production mission of the Rocky Flats site. Pu-239 is the primary radioactive element of concern at the site. There are different forms of plutonium, called isotopes. Each isotope is known by a different number. Hence, there are plutonium 239, 238, 241 and others.
RCRA	Resource Conservation and Recovery Act	Federal law regulating hazardous waste. In Colorado, the EPA delegates CDPHE the authority to regulate hazardous wastes.
RFCA	Rocky Flats Cleanup Agreement	The regulatory agreement which governed cleanup activities. DOE, EPA, and CDPHE were signors.
RFCAB	Rocky Flats Citizen Advisory Board	This group was formed as part of DOE's site-specific advisory board network. They provided community feedback to DOE on a wide variety of Rocky Flats issues from 1993-2006.
RFCLOG	Rocky Flats Coalition of Local Governments	The predecessor organization of the Rocky Flats Stewardship Council
RFETS	Rocky Flats Environmental Technology Site	The moniker for the site during cleanup years.
RFLMA	Rocky Flats Legacy Management Agreement	The post-cleanup regulatory agreement between DOE, CDPHE, and EPA which governs site activities. The CDPHE takes lead regulator role, with support from EPA as required.
RFNWR	Rocky Flats National Wildlife Refuge	The approximate 4,000 acres which compose the wildlife refuge.
RFSOG	Rocky Flats Site Operations Guide	The nuts-and-bolt guide for post-closure site activities performed by DOE and its contractors.
SEP	Solar Evaporation Ponds	In the 1950's when the site's liquid waste treatment capability was surpassed by the liquid waste generation rate, the site resulted to transferring liquid wastes to open-air holding ponds where solar energy was utilized to evaporate and concentrate the waste. The original SEPs were not impermeable and substantial quantities of uranium and nitrates made their way into

		groundwater. As a result the solar ponds plume treatment system was necessary to treat the contaminated groundwater before it emerged as surface water in North Walnut Creek.
SPPTS	solar ponds plume treatment system	System used to treat groundwater contaminated with uranium and nitrates. The nitrates originate from the former solar evaporation ponds which had high levels of nitric acid. The uranium is primarily naturally-occurring with only a slight portion man-made. Effluent flows into North Walnut Creek
SVOCs	semi-volatile organic compounds	These compounds are not as volatile as the solvent VOCs. They tend to be similar to oils and tars. They are found in many environmental media at the site. One of the most common items to contain SVOCs is asphalt.
TCE	trichloroethylene	A volatile organic solvent used in past operations at the site. TCE is also found in environmental media as a breakdown product of other solvents.
U	uranium	Naturally occurring radioactive element. There were two primary isotopes of U used during production activities. The first was enriched U which contained a very high percentage (>90%) of U-235 which was used in nuclear weapons. The second isotope was U-238, also known as depleted uranium. This had various uses at the site and only had low levels of radioactivity.
UHSU	upper hydrostratigraphic unit	A hydrogeology term describing the surficial materials and weathered bedrock found at Rocky Flats. The UHSU is hydraulically isolated from the lower hydrostratigraphic unit (see LHSU). Groundwater in some UHSU areas of the site is contaminated with various contaminants of concern while groundwater in other UHSU areas is not impacted. All groundwater in the UHSU emerges to surface water before it leaves the site.

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USFWS	United States Fish & Wildlife Service	An agency within the US Department of the Interior that is responsible for maintaining the nation-wide system of wildlife refuges, among other duties. The regional office is responsible for the RFNWR.
VOC	volatile organic compound	These compounds include cleaning solvents that were used in the manufacturing operations at Rocky Flats. The VOCs used at Rocky Flats include carbon tetrachloride (often called carbon tet), trichloroethene (also called TCE), perchloroethylene (also called PCE), and methylene chloride.
WCRA	Woman Creek Reservoir Authority	This group is composed of the three local communities, the Cities of Westminster, Northglenn, and Thornton, who use Stanley Lake as part of their drinking water supply network. Water from the site used to flow through Woman Creek to Stanley Lake but the reservoir severed that connection. The Authority has an operations agreement with DOE to manage the Woman Creek Reservoir.
WQCC	Water Quality Control Commission	State board within CDPHE tasked with overseeing water quality issues throughout the state. DOE has petitioned the WQCC several times in the last few years regarding water quality issues.
ZVI	zero valent iron	A type of fine iron particles used to treat VOC's in the ETPTS and MSPTS.