

**TECHNICAL SUPPORT FOR
ROCKY MOUNTAIN ARSENAL**

**Record of Decision
for the On-Post Operable Unit**

**Volume 2
Section 12**

Version 3.1

June 1996

Contract No. DAAA 05-92-D-0002

Prepared by:

Foster Wheeler Environmental Corporation

Prepared for:

U.S. Army Program Manager's Office for the
Rocky Mountain Arsenal

This document is intended to comply with the National Environmental Policy Act of 1969.

The information and conclusions presented in this report represent the official position of the Department of the Army unless expressly modified by a subsequent document. This report constitutes the relevant portion of the administrative record for this CERCLA operable unit.

The use of trade names in this report does not constitute an official endorsement or approval of the use of such commercial products. This report may not be cited for purposes of advertisement.

M9604818

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12.0 Responsiveness Summary

12.1 Introduction

This section contains the Army's responses to comments submitted in regard to the Proposed Plan for the On-Post Operable Unit at RMA. Comments were received from CDPHE, EPA, USFWS, Shell, city and county governments, environmental action groups, and private citizens.

PMRMA solicited comments regarding the On-Post Operable Unit Proposed Plan during a 3-month-long public comment period (October 16, 1995 to January 15, 1996). The Proposed Plan and the primary supporting documentation¹ were made available to the public for the entirety of the public comment period. These documents were available at seven city and county libraries in the area as well as at the EPA Region VIII library. These documents, as well as the complete administrative record, were also available at the JARDF, which is located at the west entrance to RMA at 72nd Avenue and Quebec Street. A public meeting was held on November 18, 1995 to present and discuss the Proposed Plan with citizens and public officials. This Responsiveness Summary was prepared to respond to oral and written questions or concerns received by the Army during the public comment period.

The public meeting was held at RMA from approximately 9:00 a.m. to 12:30 p.m. Those in attendance included representatives from the Army, the Army's contractor (Foster Wheeler Environmental Corporation), Shell, EPA, USFWS, the state of Colorado (CDPHE), Tri-County Health Department, city and county officials, public interest groups, and citizens. A Court Reporter and Notary Public reported the proceedings of the meeting in a stenographic transcript, included as Section 12.6 and available for review in the JARDF. An agenda was prepared for the meeting and provided to attendees along with a copy of the Proposed Plan. A video, *Taking Action for the Future: The Proposed Cleanup Plan for Rocky Mountain Arsenal*, was presented that summarized the information provided in the Proposed Plan and a brief talk was given that described the rationale behind the selection of the preferred alternatives. A site tour of RMA was also made available to all attendees; technical experts accompanied the tours to explain ongoing remedial operations and to answer questions.

12.2 History of Community Relations Activities

The Army began developing its Community Involvement Program in the 1980s as the first environmental investigations were initiated. As part of this program, the Army has conducted one-on-one interviews and informal

¹ Human Health Exposure Assessment for Rocky Mountain Arsenal (Ebasco 1990), Remedial Investigation Summary Report (Ebasco 1992a), Development and Screening of Alternatives Report (Ebasco 1992b), Human Health Exposure Assessment Addendum for Rocky Mountain Arsenal (Ebasco 1992c), Integrated Endangerment Assessment/Risk Characterization (Ebasco 1994), and Detailed Analysis of Alternatives Report (Foster Wheeler Environmental 1995a).

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group meetings, solicited input using surveys and questionnaires, and pursued phone contacts to identify interested citizens and organizations, assess public perceptions of the issues, and determine appropriate mechanisms for engaging in two-way communication.

Educational outreach efforts have included developing several publications that describe current investigations and available remedial technologies, making literature regarding the on-post cleanup effort available to the public, and conducting open houses and public meetings. An example of a current publication includes "Update," which has been distributed to all (approximately 125,000) households within a 10-mile radius of the installation on a quarterly basis since 1990. Various topics are discussed in this quarterly pamphlet including RMA technical information and history, wildlife viewing tour schedules, educational programs, and recycling programs. The Army has also made the comprehensive documentation generated during the cleanup process available to the public in the JARDF, in the information repository maintained at the EPA Region VIII library, and at the Adams County, Aurora, Commerce City, Denver, Lakewood, Montbello, and Park Hill² libraries.

The Army held one of its largest public open houses in January 1994, following the release and distribution of the draft Detailed Analysis of Alternatives report for the On-Post Operable Unit. Regulatory agencies represented at the event were EPA, CDPHE, and Tri-County Health Department. The two primary responsible parties, Shell and the U.S. Army, were also represented, as were members of USFWS. The purpose of the event was to allow the public one-on-one experience with federal, state, and local professionals who could explain in simple terms the positions of their organizations in the various aspects of the cleanup. Videos were shown that detailed, in easy-to-understand terms, the various technologies outlined in the draft Detailed Analysis of Alternatives report. As part of the open house, the Army also offered site tours of RMA to the 1,000 citizens who attended.

Prior to April 1994, various public meetings and workshops were coordinated with interested citizens through the TRC, which was established under CERCLA guidelines. The committee, initiated at RMA in 1989, was comprised of representatives from local health and regulatory agencies, community residents, and local government. In November 1993, the TRC opened its meetings to the public. In April 1994, the Department of Defense directed military installations involved in environmental cleanup to form RABs. The RAB at RMA serves as a forum to exchange information and establish dialog among the communities, regulatory agencies, and the Army.

² Only the Proposed Plan and the Final Detailed Analysis of Alternatives report were available for review at Park Hill Library.

Other tools used by the Army to keep the public informed have included the issuance of press releases and hotline phone numbers that provide callers with up-to-date information about cleanup operations. In addition, Army representatives visit area libraries, schools and grocery stores on a regular basis to distribute flyers and brochures dealing with public meetings and cleanup and recreational activities available at RMA.

The Proposed Plan was presented to the public on October 16, 1995. Press releases were sent to a variety of local and state news media, including the Rocky Mountain News and The Denver Post. The October 1995 edition of "Update," summarized the information provided in the Proposed Plan and was sent to all households within a 10-mile radius of RMA. Legal notice of the comment period, which at that time ran from October 16 through December 15, 1995, was published in The Denver Post on October 18, 1995 and in the Rocky Mountain News October 20, 1995. It was republished in mid-December in both newspapers when the comment period was extended.

At the December 7, 1995 RAB meeting it was decided to extend the public comment period for 1 month, i.e., to January 15, 1996, at the request of some commenters. Verbal and/or written comments were accepted by PMRMA both before and after the public meeting up to the deadline of January 15, 1996.

12.3 Responses to Comments

The remainder of this section consists of the Army's responses to written questions and comments received during the public comment period.

Since 1989, all remedial investigation activities at RMA have been performed in accordance with the FFA signed by the Army, EPA, USFWS, ATSDR, Shell, U.S. Department of the Interior, and U.S. Department of Justice. By signing the FFA, these entities were made part of all decision processes at RMA. The state of Colorado elected not to sign the FFA, but has played an active role in the decision-making processes for the On-Post Operable Unit. Throughout the RI/FS process, CDPHE (previously known as Colorado Department of Health) has been involved and has provided the Army with comments on the various aspects of the remediation at RMA.

Responses to comments are presented in the following order, based on the originator of comment:

Section	Topic
12-1	Responses to CDPHE Comments Dated January 19, 1996
12-2	Responses to EPA Comments Dated January 4, 1996
12-3	Responses to USFWS Comments Dated January 19, 1996
12-4	Responses to Shell Comments Dated January 19, 1996
12-5	Responses to City and County Government Comments
	—Adams County
	—City and County of Denver
	—Northern Community Coalition

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- 12-6 Responses to Environmental Action Group Comments
 - League of Women Voters
 - Sierra Club
- 12-7 Public Meeting Transcript
- 12-8 Responses to Citizen Comments

A glossary of acronyms used in Section 12 is provided as part of the general table of contents.

12-1

Responses to CDPHE Comments

STATE OF COLORADO

Roy Romer, Governor
Patti Shwayder, Acting Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

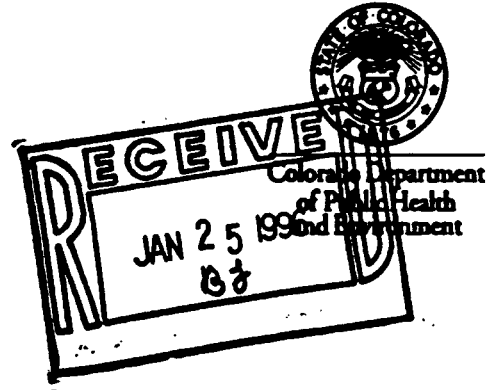
HAZARDOUS MATERIALS AND WASTE MANAGEMENT DIVISION

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January 19, 1996

Mr. Charlie Scharmann
Office of the Program Manager
Rocky Mountain Arsenal
AMCPM-RM
Commerce City, CO 80022-1748



Dear Mr. Scharmann:

Please find enclosed the state's comments on the On-Post Proposed Plan. If you have any questions, please don't hesitate to call.

Sincerely,

Barbara Nabors
RMA Project Manager
Hazardous Materials and
Waste Management Division

cc: Laura Williams
Lorraine Ross
Ken Conright
Martin Kosec
Bill Adcock

Ronel Finley
Jonathan Potter
Edward McGrath
Robert Foster
Vicky Peters

Colorado Department of Public Health and Environment
Comments on the RMA On-Post Proposed Plan

1. The Agreement for a Conceptual Remedy for the Cleanup of the Rocky Mountain Arsenal (Conceptual Agreement) which was signed by the parties on June 13, 1995, paragraph 17, provides that all well owners living within the DIMP plume footprint, defined by the detection limit of .392 ppb, based on the most recent quarterly monitoring results at the time the Record of Decision is signed, will be hooked up to an appropriate water distribution system. This hook up will be paid for by the Army and Shell. It is the State's understanding that all persons within the DIMP plume footprint, including those in the Henderson area and those with deep wells, will be offered a hook up to an appropriate distribution system.

It is also the State's understanding, confirmed by the Army and EPA at the public meeting held in Henderson on December 12, 1995 that Shell and the Army have made a separate and distinct commitment to provide an additional 4,000 acre feet of water to SACWSD, or, if such water is not available, to make a payment in an agreed-upon sum in lieu of water. This commitment is contained in paragraph 16 of the Conceptual Agreement.

2. The Conceptual Agreement, paragraph 18, provides that the Army and Shell will fund ATSDR to conduct an RMA Medical Monitoring Program in coordination with CDPHE. The state wishes to clarify that the Army and Shell are responsible for fully funding the participation of the state and ATSDR in the Medical Monitoring Program.

3. Paragraph 19 of the Conceptual Agreement provides that the Parties commit to good faith best efforts to establish a trust fund for the operations and maintenance of the remedy, including habitat and surficial soils. The Final Detailed Analysis of Alternatives and the Proposed Plan provide that these activities are estimated to cost approximately \$5 million per year (in 1995 dollars) and that the principal and interest from the trust fund will be used to cover these costs.

To date, the Army and Shell have failed to identify legal mechanisms that would be necessary to establish the trust fund or otherwise develop basic trust fund details. Given the Conceptual Agreement and widespread stakeholder interest, the state requests that a series of working meetings on the trust fund be set up within the next month.

4. As previously noted to the Army, page 3 of the Proposed Plan contains an error. The Conceptual Agreement provides for RCRA-equivalent caps on Former Basin F, Army Complex and Shell Trenches. A RCRA-equivalent cap is not planned for Basin A.

5. The Proposed Plan states that "[g]roundwater plumes in the South Plants area are monitored and high lake levels are maintained to reduce migration of groundwater into the southern lakes (Page 13, Table 4)." In the Final DAA, the Army states that "[h]ydraulic controls are maintained to prevent contaminants from entering the lakes at levels that could have an adverse effect on biota." These descriptions differ from the Conceptual Agreement language which states that "lake levels...or other means of hydraulic containment will be used to prevent South Plants plumes from migrating into the lakes." It is our understanding that the method of hydraulic containment (either lake levels or other) will continue to be discussed and will be addressed prior to the final ROD. The state is encouraged that technical working group meetings are being held to discuss this issue.

6. Contrary to the Proposed Plan and the Detailed Analysis of Alternatives, the Army has not given adequate consideration to innovative treatment technologies for Hex Pit remediation. During negotiations on the Conceptual Agreement, stakeholders expressed a strong desire that a site on the Arsenal be used as a demonstration site to evaluate the use of innovative treatment technologies for other Army/Department of Defense facilities. The Parties contemplated that a variety of technologies would be considered based on a range of factors including effectiveness and cost. In the spirit of the Conceptual Agreement, all relevant factors for innovative technologies at the Hex Pit need to be considered as part of reaching a final decision in the ROD.



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80222-1748



June 11, 1996

REPLY TO
ATTENTION OF:

Office of the Program Manager

Ms. Barbara Nabors
Colorado Department of Public
Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80222-1530

Dear Ms. Nabors:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Responses to your comments are provided below, numbered to correspond to your comments.

1. The U.S. Army and Shell Oil Company (Shell) remain committed to a resolution providing eligible residents with hook-ups as stated in the On-Post Record of Decision (ROD) and the Agreement in Principle with South Adams County Water and Sanitation District (SACWSD). The State is correct in noting that, based on the Agreement in Principle (enclosed) residents with wells within the diisopropyl methylphosphonate (DIMP) footprint will be offered connection to an alternative water supply.

2. To clarify the second part of your comment, the Army and Shell have made a separate and distinct commitment to provide a supplemental water supply to SACWSD. The Agreement in Principle with SACWSD requires that SACWSD water be supplied to consenting drinking water well owners within the DIMP plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The Parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

3. To clarify the State's concern of funding for the Medical Monitoring Program as outlined in Paragraph 18 of the Agreement for a Conceptual Remedy for the Cleanup of the Rocky Mountain Arsenal, the Army and Shell will fund the Agency for Toxic Substances and Disease Registry (ATSDR) to conduct this effort in coordination with the Colorado Department of Public Health and Environment (CDPHE). The Program's nature and scope will include baseline health assessments and will be determined by the on-post monitoring of remedial activities to identify exposure pathways, if any, to any off-post community. This

Readiness is our Profession

Program will continue until the soil remediation is completed. A Medical Monitoring Advisory Group (MMAG) has been established to evaluate specific issues covered by the Medical Monitoring Program. The MMAG is composed of representatives of the Army, Shell, the U.S. Environmental Protection Agency, CDPHE, Tri-County Health Department, ATSDR, the U.S. Fish and Wildlife Service, Denver Health and Hospitals, and the Site-Specific Advisory Board. The MMAG also includes representatives from the communities of Commerce City, Henderson, Denver, Montbello, and Green Valley Ranch.

4. A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders and will be convened within 90 days of the signing of the ROD.

5. The State is correct in noting the error made on page 3 of the Proposed Plan. A Resource Conservation and Recovery Act-equivalent cap is not planned for Basin A. Basin A will be covered with a 6-inch formed concrete layer and a 4-ft soil cover as detailed in Section 9.3 of the ROD.

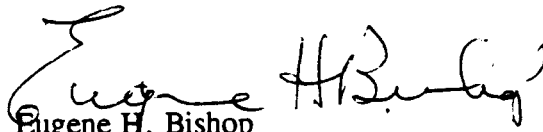
6. Water levels in Lake Ladora, Lake Mary, and Lower Derby Lake will be maintained to support aquatic ecosystems. The biological health of the ecosystems will continue to be monitored.

Lake-level maintenance or other means of hydraulic containment or plume control will be used to prevent South Plants plumes from migrating into the lakes at concentrations exceeding Colorado Basic Standards for Groundwater (CBSG) in groundwater at the point of discharge. Groundwater monitoring will be used to demonstrate compliance.

7. The Army understands the State's concern of considering innovative treatment technologies for the Hex Pit remediation. Subject to the results of treatability testing and technology evaluation, it has been decided that approximately 1,000 bank cubic yards (BCY) of principal threat material from the Hex Pit will be treated by an innovative thermal technology. Solidification will become the selected remedy if all evaluation criteria for the innovative thermal technology are not met. The remaining 2,300 BCY of material will be excavated and disposed in the on-post hazardous waste landfill.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,


Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Mr. Howard Roitman, Director, Hazardous Material and Waste Management Division,
Colorado Department of Public Health and Environment, 4300 Cherry Creek Drive,
Denver, Colorado 80222-1530

Ms. Victoria Peters, Attorney General's Office, CERCLA Litigation Unit,
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Mr. Ira Star, Geotrans Inc., 4888 Pearl East Circle, Suite 300-E,
Boulder, Colorado 80301

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

12-2

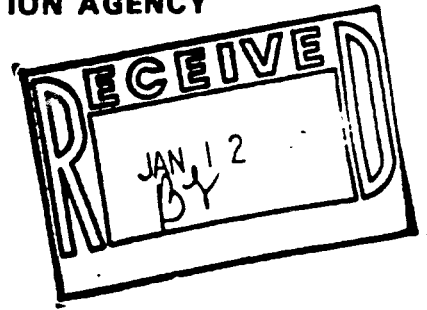
Responses to EPA Comments



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET - SUITE 500
DENVER, COLORADO 80202-2468



JAN - 4 1996

Ref: 8EPR-FF

Mr. Charles Scharmann
Office of the Program Manager
for the Rocky Mountain Arsenal
AMXRM-PM, Building 111
Commerce City, Colorado 80022-2180

Re: EPA Comments of the Final On-Post Detailed Analysis of Alternatives (DAA) and
Proposed Plan dated October 16, 1995

Dear Mr. Scharmann:

The U.S. Environmental Protection Agency (EPA) has reviewed the Final On-Post Detailed Analysis of Alternatives (DAA) and Proposed Plan which were issued for public comment on October 16, 1995. EPA previously raised fifteen disputes on the draft DAA in a letter dated September 22, 1995, and ten disputes on the draft Proposed Plan in a letter dated October 5, 1995. These disputes have been resolved through the inclusion of changes in the October 16th version of the DAA and proposed plan. EPA appreciates the effort expended by the Army to incorporate EPA's comments into the final documents.

Attached are comments regarding errors and omissions identified in the final DAA and Proposed Plan. These comments should be addressed via an errata sheet to the final DAA or an addendum to the DAA. Some of the comments are pertinent to the draft ROD which is scheduled to be issued this month. In addition, EPA may be submitting additional comments on the ARARs section of the final DAA.

If you have any questions regarding these comments, please contact me at (303) 312-6540.

Sincerely,

Denise Link
Superfund Project Manager

Enclosure

9600410-1/1



Printed on Recycled Paper

cc: Laura Williams, EPA
Barbara Nabors, CDPHE
Lorraine Ross, EPA
Mike Anderson, Shell

Ronel Finley, USFWS
Vicky Peters, Co. AGO
Jonathon Potter, Army
Ken Conright, TCHD

**Comments on
Final Detailed Analysis of Alternatives Report, Version 4.0
October 1995**

GENERAL COMMENTS

It is difficult to correlate the data presented in the spreadsheets in Volume IV with the volumes, areas, and costs presented throughout the text and tables in Volumes II and III due to rounding and volume approximations.

Executive Summary

Page 3-15, first paragraph. Reference is made to figure ES 3-3.1 which shows the AOC. This critical figure is not included in this document. It should be included in the DAA.

Page 11-1, Section 11. Throughout this section, the DAA refers to the volume of contaminated soils in the Basin F Wastepile medium group as 600,000 BCY (580,000 BCY plus 20,000 BCY of contaminated material from the liner and subgrade). Table B4.2-3 shows that only 180,000 BCY of material from the Basin F Wastepile medium group would be disposed in the on-post landfill. Obviously an incorrect volume was used in this table. Consequently, the remediation cost shown in Table B4.2-3 has been underestimated by approximately \$100 million. Please correct this discrepancy and confirm that the correct costs were used to determine the total remediation costs.

Soils DAA

Page 11-4, second paragraph. As stated in EPA's letter, dated September 22, 1995, the EPA believes that this paragraph contains conclusions about the operation and performance of the Basin F Waste Pile Systems that are not agreed upon by the EPA and the State. Language pertaining to the operation and performance of the Basin F Waste Pile Systems should be removed from the DAA.

Page 14-24 last paragraph, second sentence. The EPA is concerned by the Army's statement that, "It is assumed that this cap is RCRA-equivalent." The EPA has reviewed existing guidance documents which address the design requirements of a RCRA cap. All of these documents list a minimum three layer configuration consisting of cover, drainage and barrier layers. The Army's proposed cap does not include a drainage layer. A RCRA cap is designed to operate as a complete structure with each layer performing a specific required function. The drainage layer provides

protection to the barrier layer and the waste below. It does this by conveying water off of the top surface of the barrier layer. This action reduces the hydraulic gradient across the barrier layer to the most minimum level possible. Without a drainage layer being present, as is the case in the Army's proposed cap, water that has infiltrated the cover will collect in the biota barrier. This water will attract root growth from above, increase the hydraulic gradient across the compacted clay barrier layer below and reduce the shear strength or structural stability of the cap.

The EPA would prefer that the Army include a drainage layer in their proposed cap configuration. This action would only minimally impact the capital cost of the cap and it would provide additional protection to the barrier layer.

Water DAA

Page 6-2, first paragraph. This page starts in mid-sentence. Obviously some text is missing. Please correct this error.

Comments on the
Proposed Plan for the Rocky Mountain Arsenal
On-Post Operable Unit
October 1995

Page 8. Ecological Risk Characterization. The Proposed Plan does not adequately describe the results of the Ecological Risk Characterization. The Army did not incorporate the suggested text revision made by EPA with our October 5th comments. The On-Post ROD should describe in more detail where contaminant exposure pathways to wildlife exist and how these pathways will be eliminated or the risk reduced to an acceptable level. In addition, the ROD should contain more detail on the results and conclusions drawn from the ERC. The area of dispute should be explained as well as the process outlined Paragraph 27 a. of the Conceptual Agreement.

9600410-1/1-B



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80222-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Ms. Laura Williams
U.S. Environmental Protection Agency
Region VIII
Mail Code 8EPR-F
999-18th Street, Suite 500
Denver, Colorado 80202-2466

Dear Ms. Williams:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan.

In response to your comment on the Proposed Plan description of the results of the Ecological Risk Characterization, the U.S. Army followed U.S. Environmental Protection Agency (EPA) Guidance on Preparing Superfund Decision Documents, which states the Proposed Plan should be written in a clear and concise manner and should direct the public to the Remedial Investigation/Feasibility Study (RI/FS) report as the primary source of detailed information.


In preparing the Proposed Plan, the Army worked closely with all the Parties to address their dispute items from the draft version of the document. All comments, from each Party, were addressed.

The Army agrees with EPA that the Record of Decision (ROD) should include more detail. The ROD (1) describes in more detail where contaminant exposure pathways to wildlife exist and how either these pathways will be eliminated or the risk will be reduced to an acceptable level, (2) details the conclusions drawn from the Ecological Risk Characterization, (3) defines the Area of Dispute, and (4) outlines the process as first set forth in the Agreement for a Conceptual Remedy for the Cleanup of Rocky Mountain Arsenal (dated June 13, 1995), Paragraph 27a, to be used to monitor and evaluate areas that may pose risk to biota and to refine areas to be remediated.

Readiness is our Profession

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,


Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Mr. Eduardo Quintana, Assistant Regional Counsel, U.S. Environmental
Protection Agency, One Denver Place, Suite 500, 999-18th Street,
Denver, Colorado 80202-2405
Mr. Gene Czyzewski, CDM Federal Program Corporation, 1626 Cole Boulevard,
Suite 100, Golden, Colorado 80401
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking Center
Commerce City, Colorado 80022-1748

12-3

Responses to USFWS Comments



IN REPLY REFER TO:

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Rocky Mountain Arsenal National Wildlife Refuge
Building 111
Commerce City, Colorado 80022-1748
Telephone (303) 289-0232
Fax (303) 289-0579

January 19, 1996

Mr. Charles Scharmann
Program Manager for Rocky Mountain Arsenal
Building 111
Commerce City, Colorado 80022-1748

Dear Mr. Scharmann:

The U.S. Fish and Wildlife Service has reviewed the Final On-Post Detailed Analysis of Alternatives and the Proposed Plan, which were released for public review in October 1995, and provides the following comments.

Overall, the Service believes that the subject documents adequately portray the Analysis of Alternatives considered, the resolution of disputes raised and the agreements made in reaching the Agreement for a Conceptual Remedy which was signed on June 13, 1995.

Although we believe the documents effectively describe the alternatives and the proposal, there are several areas where further planning and commitments are essential before a Record of Decision (ROD) can be developed for release and concurrence.

Two items included in the Conceptual Remedy which are of major concern to the Service are the development and delivery of on-Post water supplies and the establishment of a trust fund.

Although much attention and discussion has deservedly centered upon the development of off-Post water supplies, equal consideration needs to be given to future on-Post water needs. A dependable source of quality water is vital to maintaining future lake levels and to establish the revegetation essential for restoration and mitigation of contamination and remediation efforts.

Likewise the establishment of a trust fund, as envisioned in the Conceptual Agreement, would provide a continuing contingency to ensure the efficacy of the cleanup as a long term success.

The Service believes that resolution on the design and implementation of these items is an achievable and essential element of the forthcoming ROD. We look forward to working with all Parties towards that goal.

Sincerely,

Ray Rauch
Project Leader

Copies Furnished:

Ms. Laura Williams, U.S. Environmental Protection Agency, 999 18th Street,
Suite 500, Denver, Colorado 80202
Mr. William McKinney, Shell Oil Company, 1700 Lincoln Street, Suite 4100,
Denver, Colorado 80202
Mr. Howard Roitman, Colorado Department of Health and the Environment, 4300
Cherry Creek Drive South, Denver, Colorado 80222-1530
Ms. Barbara Nabors, Colorado Department of Health and Environment, 4300 Cherry
Creek Drive South, Denver, Colorado 80222-1530
Mr. Dan McAuliffe, Department of Natural Resources, 1313 Sherman Street, Room
718, Denver, Colorado 80203
Document Tracking Center, Office of the Program Manager for Rocky Mountain
Arsenal, Building 111, Commerce City, Colorado 80022-1748



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. Ray Rauch
U.S. Fish and Wildlife Service
Rocky Mountain Arsenal National Wildlife Refuge
Building 613
Commerce City, Colorado 80022-1748

Dear Mr. Rauch:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan.

The Army agrees that the on-post water supply is an important issue, and measures similar to those delineated for off-post alternative water supplies are ongoing to ensure that water of appropriate quality is provided on-post.

During the formulation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operations and maintenance of the remedy. The Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the On-Post Record of Decision (ROD). Principal and interest from the Trust Fund would be used to cover the costs of long-term operations and maintenance throughout the lifetime of the remedial program. These costs are estimated to be approximately \$5 million per year (in 1995 dollars).

It is the intent of the Parties that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remedial sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

Readiness is our Profession

A trust fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders and will be convened within 90 days of the signing of the ROD.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene H. Bishop". The signature is fluid and cursive, with a large initial "E" and a long, sweeping underline.

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Mr. L. Ronel Finley, Coordinator, U.S. Fish and Wildlife Service, Rocky
Mountain Arsenal, Building 111, Commerce City, Colorado 80022-2180

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

12–4

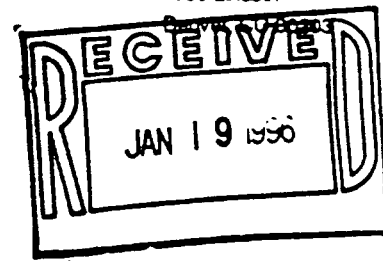
Responses to Shell Comments

Shell Oil Company



c/o Holmes Roberts & Owen LLC
Suite 4100
1700 Lincoln

January 19, 1996



Mr. Charles T. Scharmann
RMA Committee Coordinator
Office of the Program Manager
Rocky Mountain Arsenal
ATTN: AMCPM-RM
Commerce City CO 80022-1748

Re: Comments on the Final RMA On-Post Proposed Plan

Dear Charlie:

Shell generally agrees with the site-wide remedy selection for the Rocky Mountain Arsenal (RMA), as described in the Final Proposed Plan for the RMA On-Post Operable Unit (October, 1995), and believes that it complies with the requirements of the Federal Facility Agreement and the Agreement for a Conceptual Remedy for the Cleanup of the RMA. Consequently, we have no comments on this document.

If you have any questions or need additional information, please contact me at your convenience.

Yours very truly,


W.J. McKinney
Project Manager
Denver Site Project

WJM:crc

CC:
Mr. Kevin T. Blose
Technical Director
Office of the Program Manager
Rocky Mountain Arsenal
ATTN: AMCPM-RM
Commerce City, CO 80022-1748

Mr. Brian Anderson
Office of the Program Manager
Rocky Mountain Arsenal
ATTN: AMCPM-RME-P
Commerce City, CO 80022-1748

Major Jonathan Potter
Rocky Mountain Arsenal
ATTN: AMCPM-RM
Building 111
Commerce City, CO 80022-1748

Ms. Laura Williams
RMA Coordinator
Environmental Protection Agency
Region VIII, One Denver Place
Mail Code 8EPR-FF
999 18th Street, Suite 801
Denver, CO 80202-2466

Ms. Barbara Nabors
Colorado Department of Public Health
And Environment
Hazardous Materials and Waste Management Div.
4300 Cherry Creek Drive South
Denver, CO 80222-1530

Mr. Ray Rauch
U.S. Fish and Wildlife Service
Rocky Mountain Arsenal
National Wildlife Refuge
Building 613
Commerce City, CO 80022-1748



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80222-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. William J. McKinney
Shell Oil Company
c/o Holme Roberts & Owen, LLC
Suite 4100
1700 Lincoln
Denver, Colorado 80203

Dear Mr. McKinney:

Thank you for your letter regarding the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan and your general agreement with the selected site-wide remedy. The U.S. Army understands that Shell Oil Company has no comment on the Proposed Plan.

If you have any questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248.

Sincerely,

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80011-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Mr. William Adcock, Shell Oil Company, c/o Holme Roberts & Owen, Suite 4100,
1700 Lincoln Street, Denver, Colorado 80203
Mr. M.T. Anderson, Shell Oil Company, c/o Holme Roberts and Owen, Suite 4100,
1700 Lincoln Street, Denver, Colorado 80203
Mr. Edward McGrath, Holme Roberts and Owen, Suite 4100, 1700 Lincoln Street,
Denver, Colorado 80203
Mr. Thomas Cope, Holme Robert and Owen, Suite 4100, 1700 Lincoln Street,
Denver, Colorado 80203
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

12-5

**Responses to
City and County Government
Comments**

Adams County

A D A M S C O U N T Y, C O L O R A D O

DEPARTMENT OF PLANNING AND DEVELOPMENT

ROBERT D. CONEY, DIRECTOR

**4955 EAST 74TH AVENUE
(303) 853-7000
FAX (303) 853-7016**

COMMERCE CITY, COLORADO 80022-1535

January 19, 1996

**On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn: AMCPM-PM/
Col. Eugene H. Bishop
Building 111-RMA
Commerce City, CO 80022-1748**

Dear Col. Bishop:

Under the Proposed Plan and Conceptual Agreement, non-hazardous waste from the Rocky Mountain Arsenal is proposed to be placed in the Basin A area for disposal. The placement of this waste would occur without a liner system normally required for such disposal.

It is not clear that this would be a cost effective method of disposal for the Arsenal's non-hazardous wastes. Adams County believes that the Record of Decision should allow the alternative option of off-site disposal of non-hazardous material. This would allow for a study of all the comparative cost and benefits of both on-site and off-site of non-hazardous materials.

This alternative is supported by the Director of Hazardous Materials and Waste Management Division, Colorado Department of Public Health and Environment's, letter to you, dated September 6, 1995. It is also supported by Tri-County Health Department.

Contamination at the Rocky Mountain Arsenal has negatively impacted economic development in the areas surrounding the Arsenal. Using local contractors to transport and dispose of the non-hazardous material would partially offset this negative impact. Off-site disposal would also allow the waste to be disposed of in a RCRA designed facility in segregated cells.

Past interim remedial actions at the Arsenal allowed removal of non-hazardous waste from the Arsenal and disposal of those wastes in facilities within Adams County. Adams County considers these wastes Special Waste and requires that they be placed into segregated cells in a RCRA designed facility.

Should you have any questions concerning these comments, please call. My number is 853-7003.

Sincerely,



Craig Tessmer, Environmental Analyst

**cc: County Administrator
Director, Planning and Development**

**BOARD OF COUNTY
COMMISSIONERS**

**ELAINE T. VALENTE
DISTRICT 1**

**GUILLERMO A. DEHERRERA
DISTRICT 2**

**MARTIN J. FLAUM
DISTRICT 3**

PEOPLE, PRIDE AND PROGRESS



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF:

Office of the Program Manager

Mr. Craig Tessmer
Adams County Department of Planning and Development
4955 E. 74th Avenue
Commerce City, Colorado 80022-1535

Dear Mr. Tessmer:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Your letter proposes offsite disposal of nonhazardous materials in a Resource Conservation and Recovery Act-designed facility rather than placing it in the Basin A Consolidation Area. The Army understands your concern that this material be disposed properly and believes that the approach of placing the material under the Basin A cover will adequately immobilize any contaminants and provide a cost-effective method for disposal of nonhazardous materials. In addition, a large volume of fill material will be required to construct the Basin A Consolidation Area, and the RMA nonhazardous material will satisfy that need. Furthermore, by using this nonhazardous material onsite, there will be no negative impact from a very large number of trucks moving through the surrounding community. Cost for fill material is also minimized. Therefore, the Army chose to keep the nonhazardous material onsite to be used as fill material for the Basin A Consolidation Area.

In response to your other query about providing business opportunities to local contractors, to the extent that such efforts are consistent with federal contracting guidelines, the Army will continue to make a concerted effort to use local labor and contractors to support remediation activities.

Readiness is our Profession

-2-

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eugene H. Bishop".

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

City and County of Denver



WELLINGTON E. WEBB
Mayor

CITY AND COUNTY OF DENVER

DEPARTMENT OF HEALTH AND HOSPITALS

rec'd 24 Jan

PUBLIC HEALTH
605 BANNOCK STREET
DENVER, COLORADO 80204-4507
PHONE: (303) 436-7300
FAX: (303) 436-5074

January 19, 1996

Program Manager
Rocky Mountain Arsenal
Attn: AMCPM-PM/ Col. Eugene H. Bishop
Building 111-RMA
Commerce City, Colorado 80022-1748

re: On-Post Proposed Plan

Dear Colonel Bishop:

Provided below are the Denver Public Health Department, Environmental Protection Division comments on the Army's Proposed Plan for the Rocky Mountain Arsenal.

General Comments

1. Potential Air Emissions

Any remedial activity that may result in the emission of air pollutants is of concern to Denver. Air emission modeling associated with the SQI has shown that the populated area of maximal total off-post deposition (even though negligible for the SQI) is the Montbello neighborhood. Understandably, the community is extremely concerned about combined emissions from future remedial measures because of the potential for detrimental health effects. In order to ensure the health and safety of onsite workers, visitors to the Arsenal, and the general population, we have previously advised that the characteristics and risks associated with the combined sources of air emissions be considered when evaluating the alternative remedial actions. More specifically, we expect that all dispersion associated with the various sources of emissions would be evaluated by air modeling and that the cumulative effect of all components of the separate sources be included in a Human Health Risk Assessment. This analysis has not yet been performed. Furthermore, we advised that in addition to monitoring emissions at their source and at the boundary of the Arsenal, that air monitoring stations be established within the surrounding communities for baseline and subsequent routine monitoring of indicator pollutants.

2. On-post Detonation of UXO

Component 14 of the Parties' agreement states that if explosives-containing munitions are found, they are to be taken to the closest on-post site for detonation. The DAA report (Vol. VII, page 9-4) indicates that site ESA-4b could be used again for on-site detonations. Is that site suitable today and will it remain so throughout the duration of the remedy, considering the continual development of the Denver International Airport and the vehicular corridor adjacent to the

eastern side of the Arsenal? How and where will agent-containing, unexploded munitions be destroyed?

3. Institutional Controls and Restrictions

As stated in our comments of 9/16/94, we would like to see a comparison of the effects of proposed restrictions associated with the various remedial alternatives on humans and wildlife, both during and after implementation.

4. Trust Fund

The Proposed Plan and the DAA report lack any proposed legal mechanism for the development of a Trust Fund. That mechanism and at least an estimated date when the Fund could be established should have been provided.

5. Human Health Risk Characterization

Since performing the human health risk characterization, DIMP, PCBs, and NDMA have been identified as contaminants of concern beyond the 27 others previously evaluated. More recent analyses of animals and soils have proven the presence of dioxins on the RMA. How will the risks posed by these new COCs be evaluated? After completion of the proposed remediation, how would any future additional contaminated media found to pose a significant risk be addressed?

7. Environmental Justice

Our 9/16/94 response to the Parties' descriptions of five conceptual cleanup approaches, reported several concerns heard from the residents living adjacent to the Arsenal. The Parties' agreement could partially address some concerns, such as medical health monitoring for Montbello residents (Component 18 of the Agreement). However, other concerns also exist:

- How will surrounding property values be effected by the proposed cleanup approach?
- Will education and vocational training opportunities be offered to the community during the remediation of the RMA?
- What emergency response measures will be established to protect the surrounding communities?
- Will the local communities' contractors and work force benefit from the opportunities afforded by the selected remedial actions?

Comments re: On-Post Proposed Plan
January 19, 1996
(page 3 of 5)

8. Five-Year Reviews

It is not clear when the clock will be started on the five-year review of remedial actions. It is recommended that the reviews be site-specific and the trigger for starting the time clock be the completion of a separate site activity within the total site remedy. For example, review of the protectiveness of the remedy applied to the Army (Complex) Trenches should be performed within five years subsequent to completion of the slurry wall and RCRA-equivalent cap/cover.

9. Prioritization of Remedial Actions

Please see the attached letter, dated January 17, 1996.

Structures Medium

10. Structures Containing Agent

What measures will be taken to prevent accidental releases during the demolition, crushing, sorting, and sizing of debris from potentially agent-contaminated structures? If a release to air occurs at South Plants or elsewhere on RMA, how will the chemical agent's risk to the health and safety of any off-site human population be mitigated?

11. Caustic Washing of Structures and Soil Containing Chemical Agent

The DAA report, Vol. VII, page 9-8 states that "detailed laboratory and pilot scale testing would be necessary before implementing this alternative as this technology has not been well demonstrated and is largely theoretical." The narrative goes on to describe previous testing of this procedure at RMA. Re-formation of GB during the spray drying of the brine [spent caustic] solution, difficulties confirming that the brine was free from agent, and reported exceedance of air emission action levels were reported. At RMA there is potential for several types of chemical agents and other COCs in any batch of material to be treated, which further complicates the process and may require re-treatment. Yet, these implementation difficulties are not discussed elsewhere in the DAA report or the Proposed Plan. Please clarify why this process is the preferred alternative. Where would the treatment facilities be constructed?

Soils Medium

12. Inconsistencies in Soils Volume Estimates

What is the estimated total volume of soils in the South Plants Central Processing Area exceeding Human Health and Principle Threat volumes for soils were estimated in the DAA report for each contaminant of concern between land surface and a depth of 10 feet (or to the water table if it is shallower). (DAA, Vol. IV, pages A-4). Why wasn't the volume for the Proposed Plan's 5-foot depth of excavation detailed in this appendix? Volumes of

the soils media are inconsistently stated among numerous sections of the DAA report, its appendices, and the Mass Balance Logic Flow Diagram. Which are the correct estimates?

13. Firing Ranges

The October 1995 edition of "RMA Update," which was distributed at the same time as the Proposed Plan, includes a map on the front page showing areas of RMA where cleanup activities would be conducted under the Proposed Plan. Two soil remediation areas are depicted in Sections 12 and 19 on that map, which are believed to be firing ranges; these areas are not included in the Proposed Plan's Figure 4 - Preferred Soil Alternative. Please clarify whether these areas will be included in the remedial action.

14. Slurry Wall Construction

The DAA report (Vol. VII, page 6-9) states "for a slurry wall to control groundwater migration, a groundwater removal system is generally installed in conjunction with the slurry wall." We concur. It is recommended that dewatering and treatment of liquids within the Army (Complex) Trenches and the Shell Trenches be retained as an initial, necessary component of the remedy.

15. South Plants Cap/Cover

How was it determined that a biota barrier and 4 or more feet of soil cover would not be needed over the Human Health and Principle Threat exceedance soils that are proposed to be covered in the South Plants Balance of Areas?

16. Biota Barrier

Is it truly protective to use rubble from a demolished RMA structure as a biota barrier without first performing verification sampling and confirming the presumed lack of contamination?

17. Hex Pits

We would like to see an innovative treatment technology be applied to the 3300 cu. yd. of waste in the Hex Pits, if practicable. Of the available treatment alternatives, the alternative posing the least amount of risk to human health and safety is preferable.

18. Southern Lakes

Degradation of the quality of the surface waters in the southern lakes is threatened by the contaminants within the South Plant's plumes. The Proposed plan involves maintaining hydraulic control of the lakes and continued monitoring of groundwater quality and water-level data near the lakes in conjunction with the proposed capping of South Plants. The frequency of monitoring events and the method of controlling lake levels is not discussed. It appears

Comments re: On-Post Proposed Plan
January 19, 1996
(page 5 of 5)

however, that the proposed alternative would only delay the need to extract/treat ever increasing concentrations of contaminants further from their source area. Should the ability to maintain the lake water levels be compromised (for example, due to the loss of a dam or the result of a severe draught) what response actions would be implemented?

19. Confined Flow System Monitoring

The DAA report offers several hypotheses regarding mechanisms to explain the numerous detections of contaminants in the confined flow system. Additional investigation and characterization of this deeper zone of groundwater contamination appears to be warranted. The proposed establishment of a monitoring well network consisting of 20 existing wells and annual sampling, seems premature and potentially insufficient. Additional wells are needed to assess the lateral extent of contaminant migration. More frequent sampling (such as quarterly sampling over some limited duration) would provide the data needed to better identify and designate a more appropriate monitoring network.

Thank you for extending the public comment period and for considering all comments. If you have any questions, feel free to call (tel. 436-7305).

Sincerely,



John D. Student
Remedial Program Manager
Environmental Protection Division
Denver Public Health Department

attachment

cc: Tom Stauch, Environmental Supervisor, Environmental Protection Division

jds.onpostpp



WELLINGTON E. WEBB
Mayor

CITY AND COUNTY OF DENVER

DEPARTMENT OF HEALTH AND HOSPITALS

PUBLIC HEALTH
605 BANNOCK STREET
DENVER, COLORADO 80204-4507
PHONE: (303) 436-7300
FAX: (303) 436-5074

January 17, 1996

SENT BY FAX (289-0485 & 289-0582)

Program Manager
Rocky Mountain Arsenal
Attn: Mr. Brian Anderson
Environmental Engineering Division
Commerce City, Colorado 80022

re: Sequencing of Remedial Activities

Dear Mr. Anderson:

The Denver Public Health Department, Environmental Protection Division, has reviewed the documentation for the Army's proposed sequence of remedial actions at the Rocky Mountain Arsenal. In general we found the sequence logical. Our exceptions to your priorities are noted on the attached Remedial Activities Rating Sheet.

In addition to addressing the "fixed facilities" subproject group that you have identified, we would like a commitment for early action on the following additional critical path issues:

- medical monitoring program,
- Trust Fund for O&M of remedial actions,
- contingency, health and safety, and emergency response plans, and
- air pathway monitoring program and baseline concentrations.

Please note that this letter supersedes my previous letter to you concerning this subject, dated January 16, 1996. Please discard that letter. Should you have any questions, please feel free to contact me (tel. (303)436-7305).

Sincerely,

John D. Student
Remedial Program Manager
Environmental Protection Division
Denver Public Health Department

cc: Tom Stauch, Environmental Supervisor, Environmental Protection Division

Remedial Activities Rating Sheet

Indicate impression of risk (high/medium/low) and community interest (high/medium/low) for each subproject group. Rate each subproject group between 0 (low priority) and 6 (high priority) with total not to exceed 6 points for all subproject groups combined.

Subproject Group	Risk (H/M/L)	Community Interest (H/M/L)	Comments	Points
Fixed Facilities	NA	NA		NA
Off-Post Water	H	H	If there is exposure this must be addressed ASAP.	1
Section 36	H	H	Shell Trenches and complex Trenches need early remediation.	2
Section 26	H	H	Basin F Wastepile is controlled and final remedy can be delayed.	0
North Plants	L	L	Structures & Soil can be delayed.	0
South Plants	H	H	Hex pits need early remediation. Structures remediation should concentrate early in South Plants in order to accelerate schedule.	3
Other	H	L	Other structures could be delayed if they don't block soils clean-up and access can be controlled. Munitions should be addressed ASAP.	0
Total				6

Name Environmental Protection Division

Organization Denver Public Health

priority.doc 12/7/95

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DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF:

Office of the Program Manager

Mr. John D. Student
Environmental Protection Division
Denver Public Health Department
605 Bannock Street
Denver, Colorado 80204-4507

Dear Mr. Student:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Responses to your comments on the Proposed Plan are provided in the enclosure to this letter.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

Readiness is our Profession

**U.S. ARMY RESPONSES TO COMMENTS BY THE CITY AND COUNTY OF
DENVER DEPARTMENT OF HEALTH AND HOSPITALS ON THE
ROCKY MOUNTAIN ARSENAL ON-POST PROPOSED PLAN**

General Comments

1. Potential Air Emissions

Your comment cites air emissions modeling associated with the Rocky Mountain Arsenal (RMA) Submerged Quench Incinerator (SQI) as a way to locate the "maximal" off-post deposition in the Montbello neighborhood. The SQI modeling reflected emissions from a 100-foot stack. Under these circumstances and stable atmospheric boundary layer conditions, maximum concentrations from a high emission source are frequently projected a considerable distance downwind. However, in the future remediation activity projected at RMA, all remediation will be associated with ground-level sources, and the maximum deposition, or ambient concentrations, will occur in the immediate proximity of the work area and will decrease rapidly with distance from the source. This phenomenon was demonstrated in the 1988 Basin F Interim Response Action (IRA) when moderate concentrations of various volatile organic compounds (VOC) and pesticides were detected in the immediate work area and decreased rapidly with distance from the work site.

The prevailing nighttime drainage wind is generally from south to north away from Montbello, and although the worst-case modeling scenario might reflect some higher concentrations in any random direction because of topography, this likely will not occur to the south. The prevailing dispersion pattern and windrose calculated during active remediation of Basin F illustrates this fact. It is also true that during daytime hours, heating of the ground can cause the wind flows to reverse, blowing up valley (from north to south). Thus Montbello will be downstream of the Arsenal during these times. However, as noted, the remedial actions will occur at ground level, in the center of the Arsenal, several miles away from the southern RMA boundary. Also, atmospheric conditions will be neutral to unstable, confining impacts to the close proximity to the remediation area. For these reasons, it is anticipated that impacts upon Montbello will be small.

A risk assessment conducted immediately after the Basin F IRA (Ebasco Constructors et al., 1989 Basin F Interim Action Close-out Safety Report, Draft Final, August 1989), indicated no risks at the RMA perimeter to public health and safety. As Montbello is at a farther distance and in the opposite direction of prevailing worst-case conditions, and as the past remediation of Basin F most likely reflects worst-case emissions, the Army does not anticipate high concentrations in the direction of Montbello. Recent smaller remediation activities during Pond A and Pond B closures and the South Plants pilot building demolition project provided similar results.

The Army intends to take proper precautions for Montbello and all other RMA perimeter areas when future active remediation commences. Dispersion associated with various sources of emissions will be evaluated by air modeling (as was done in the past), and intensive air monitoring

will be conducted both within the interior and at the perimeter of RMA during active remediation. Real-time monitoring will also be conducted close to all remediation sources for the health and protection of workers at RMA.

With respect to monitoring at nearby communities, both for baseline and routinely during remediation activity, a Medical Monitoring Program has been initiated. The primary goals of the Medical Monitoring Program are to monitor any off-post impact on human health due to the RMA remediation and to provide mechanisms for evaluation of health status on an individual and community basis. This Program will continue until the soil remediation is completed. A Medical Monitoring Advisory Group has been established to evaluate specific issues covered by the Medical Monitoring Program. As you are aware, the Group is composed of representatives of the Army, Shell Oil Company, the U.S. Environmental Protection Agency (EPA), the Colorado Department of Public Health and Environment (CDPHE), Tri-County Health Department, the Agency for Toxic Substances and Disease Registry (ATSDR), the U.S. Fish and Wildlife Service (USFWS), Denver Health and Hospitals, and the Site-Specific Advisory Board. The Group also includes representatives from the communities of Montbello, Commerce City, Henderson, Green Valley Ranch, and Denver.

2. On-Post Detonation of Unexploded Ordnance (UXO)

Identified UXO will be transported to an off-post Army facility for detonation or other demilitarization process unless the UXO is unstable and must be detonated on-post. On-post detonation will only be performed if UXO is unstable and cannot be safely transported to Army facilities that specialize in explosives or agent-filled UXO demilitarization. The suitability of on-post UXO detonation sites (including ESA-4b) will be evaluated during remedial design and, if needed, will be in accordance with Army Materiel Command (AMC) Safety Procedures (AMC-R 385-100 and AR 75-15). Site ESA-4b is located more than one mile from the eastern boundary of RMA, much farther than the 2,400 feet suggested in the AMC Safety Procedures. Agent-filled UXO will be transported off-post for demilitarization at an Army facility. Procedures for agent-filled UXO are described in the Final Detailed Analysis of Alternatives (DAA) in Volume VII, pages 9-3 and 9-4. Agent will be removed from the UXO, if possible, following Army regulations (AR 385-61 and AR 50-6).

3. Institutional Controls and Restrictions

The effects of restrictions would be similar for all remedial alternatives both during and after implementation.

4. Trust Fund

During the formation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operation and maintenance of the remedy. The

Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the On-Post Record of Decision (ROD). Principal and interest from the Trust Fund would be used to cover the costs of long-term operation and maintenance throughout the lifetime of the remedial program. The costs are estimated to be approximately \$5 million per year (in 1995 dollars).

It is the intent of the Parties that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remedial sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders, and will be convened within 90 days of the signing of the ROD.

5. Human Health Risk Characterization

Polychlorinated biphenyl (PCB)-contaminated soil (identified by the PCB IRA with concentrations of 250 parts per million (ppm) or greater) will be excavated and disposed in the on-post Toxic Substance Control Act-compliant landfill. Soil identified with concentrations ranging from 50 to 250 ppm will be covered.

Aldrin and dieldrin are the principal risk drivers for soil. Contaminated soil will either be placed in a hazardous waste landfill, covered with Resource Conservation and Recovery Act or equivalent caps, covered with concrete caps, or covered with one or more foot of soil (in the case of the least hazardous soil). In addition, institutional controls and biota barriers will be in place to prevent intrusion by humans or animals. These actions will address risk concerns regarding other soil contaminants beyond the 27 compounds identified in the ROD. Groundwater contaminants are addressed by removing sources on-post, pump and treat systems on-post and off-post, attenuation, and alternate water supplies off-post. The combination of these two approaches will address risk concerns both on-post and off-post for any contamination not yet identified as well as PCBs, N-nitrosodimethylamine (NDMA), and diisopropyl methylphosphonate (DIMP). However, monitoring will continue, and necessary modifications to the remedy will be evaluated, with public input.

In addition to the air monitoring and medical monitoring described in the response to your Comment Number 1, the Army will conduct monitoring of the remedy as it is implemented.

The selected remedy will also undergo a periodic, five-year review, as required by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

If the monitoring or the five-year review reveals additional contamination or that the cleanup approach is inadequate for the protection of human health and the environment, necessary modifications to the remedy will be evaluated, with public input, and will be made at that time.

6. Letter had omitted #6.

7. Environmental Justice

The Army believes that the selected remedy is consistent with the policies and guidelines pertaining to environmental justice. The Army will continue to inform and seek input from elected officials, local chamber groups, schools, stakeholder groups, realtors, and local businesses regarding activities presently underway and those planned for the future. Regarding medical health monitoring for Montbello residents, please see the response to your Comment Number 3, above. The following items are addressed individually:

- The Army understands that RMA has had both perceived and actual impacts on surrounding communities. The Army also believes that RMA has benefitted and contributed to the surrounding communities. The goal of the Army at RMA is to provide for an environmentally safe National Wildlife Refuge that will continue to contribute to a positive image for surrounding communities. RMA has had a very active public outreach program and will continue to work with the public on matters regarding the environmental cleanup program until RMA is fully transitioned to a Refuge. Additionally, the Army and Shell have agreed to provide \$48.8 million to purchase a supplemental water supply for South Adams County Water and Sanitation District.
- Education and vocational training opportunities: The Army and the USFWS provide educational opportunities through remediation and wildlife tours, and the Army has recently received accreditation for its environmental education program through the Colorado School of Mines and the Denver Public Schools. These opportunities are expected to continue during the remedial activities. The Army also provides used computer equipment to the public schools in the local communities.
- Emergency response measures: The Army developed a contingency plan for emergencies many years ago and continually reviews the plan to keep it current with activities underway. Emergency plans will be part of the post-ROD remedial design activities. The Parties and the public will be kept informed of these contingency plans as they are written.

- Local contractors and workers: The Army has made and will continue to make a concerted effort, within federal contracting guidelines, to use local contractors and labor to support remediation activities.

8. Five-Year Reviews

A five-year review may be conducted any time within the five-year period after the finalization of the ROD and within each five-year period following. The site will be reviewed as a whole during that review. See also the response to Comment Number 7, above. Five-year reviews are intended to evaluate whether the response action remains protective of humans and the environment. Statutory five-year reviews are required no less often than each five years after the initiation of the remedial action.

9. Prioritization of Remedial Actions

Comment noted. Discussions with the Parties about sequencing remedial activities are ongoing.

Structures Medium

10. Structures Containing Agent

There is not sufficient contamination of the structures to generate an off-site air release. On-site workers will be wearing protective equipment during remediation to protect them from any on-site air releases. Therefore, the Army does not anticipate that either the surrounding communities or on-site workers will be exposed to air releases. Monitoring of the workers and air monitoring at work site boundaries and RMA boundaries will be performed to ensure safety. In addition, various dust control measures will be used to ensure no exposures to the surrounding communities.

11. Caustic Washing of Structures and Soil Containing Chemical Agent

Caustic washing was selected as the preferred alternative for agent-contaminated soil and structure debris because it effectively treats all agent compounds suspected to be present at RMA. Although caustic washing has not been demonstrated at full scale, the associated equipment is well-demonstrated and widely available. Implementation problems (e.g., materials handling, emission control) identified during testing can be overcome through proper engineering controls, and pilot-scale testing will be necessary prior to implementation to determine the proper treatment solution. Other treatment alternatives evaluated (e.g., solvent extraction with caustic, incineration) were not cost-effective due to batch operation and high residual disposal cost or high capital cost, and had similar or more difficult implementation concerns. Location of the treatment facilities will be determined during the remedial design.

Soils Medium

12. Soil Volume Estimates

The human health and principal threat exceedance volumes presented in the Detailed Analysis of Alternatives (DAA) (Vol. IV, Tables A-2 and A-3) for the South Plants Central Processing Area are estimated using the agreed-upon 5-ft depth criteria for excavation, and are an exception to the statement "...between the soil surface and a depth of 10 ft...". Exceedance volumes remaining in place between 5 and 10 feet include 32,000 bank cubic yards (BCY) of human health exceedance soil with a 17,000-BCY principal threat exceedance volume. The apparent discrepancies between the DAA text, Appendix A volume tables, and the Mass Balance Logic-Flow Diagram are due to overlapping volumes between human health exceedance volume, estimated agent volume, and UXO debris volume. Volumes presented in the Appendix A tables are total estimated volumes and are not adjusted for volume overlaps. Material quantities and costs were developed from adjusted volumes obtained by subtracting the overlapping volumes from the human health exceedance volume. The Mass Balance Logic-Flow Diagram is correct and in agreement with these adjusted volumes, with the exception of the surficial soil human health exceedance volume, which has been corrected to 87,367 BCY (corrected to include firing ranges volume). Overlapping volumes are discussed in the individual medium group sections (Sections 5-19) in the DAA (Volumes II and III).

13. Firing Ranges

The two soil remediation areas shown in the October 1995 edition of RMA Update and not shown in Figure 4 of the Proposed Plan are the Pistol Range in Section 19 and the Rifle Range in Section 12. These two areas were inadvertently left off Figure 4 but are included in the remedy. The selected alternative includes disposal in the on-post landfill of approximately 2,300 BCY of lead-contaminated soil from these sites.

14. Slurry Wall Construction

The necessity of dewatering upgradient of the slurry walls for the Complex Trenches and Shell Trenches will be evaluated during the remedial design. If dewatering is included as part of the final design, the extracted water will be treated at an on-post facility (e.g., Basin A Neck treatment facility).

15. South Plants Cap/Cover

The selected alternative states that all modeled human health and principal threat volume in the South Plants Balance of Areas is excavated to a depth of up to 10 feet and disposed in the on-post landfill. No human health or principal threat exceedances are left in place; therefore, a wildlife barrier and 4 or more feet of soil cover are not necessary.

16. Biota Barrier

The broken concrete or cobble from demolished structures will either be landfilled in the on-post hazardous waste landfill or consolidated under the Basin A cover. The biota barrier for the Basin A cover consists of a formed concrete layer and does not use any broken concrete or cobble from the on-post structures demolition. Rubble used for other wildlife barriers will be obtained from off-post sources.

17. Hex Pit

Subject to the results of treatability testing and technology evaluation, innovative thermal treatment will be used to treat 1,000 BCY of principal threat material from the Hex Pit. Solidification will become the selected remedy if all evaluation criteria for the innovative thermal technology are not met. The remaining 2,300 BCY of material will be excavated and disposed in the on-post hazardous waste landfill.

18. Southern Lakes

Since the issuance of the On-Post Proposed Plan, a technical working group composed of representatives from the Army, Shell, State, and EPA has been studying existing data from the southern lakes and assessing the need for additional action. No additional action has been determined necessary at this time. Water levels in Lake Ladora, Lake Mary, and Lower Derby Lake will be maintained to support aquatic ecosystems. The biological health of the ecosystems will continue to be monitored.

Lake-level maintenance or other means of hydraulic containment or plume control will be used to prevent South Plants plumes from migrating into the lakes at concentrations exceeding Colorado Basic Standards for Groundwater at the point of discharge. Groundwater monitoring will be used to demonstrate compliance.

19. Confined Flow System Monitoring

The proposed monitoring network was established after having reviewed years of confined flow system (CFS) data. Two different reports issued separately by the Army and Shell in 1994 provided extensive information about the wells in the CFS. The Army believes the proposed CFS monitoring network is adequate based on existing information. Increasing the frequency of sampling in the confined aquifer would not provide information to change that opinion, given the extremely low flow rate, typically about 13 feet per year.

Northern Community Coalition



Recycled Paper 

Tri-County Health Department

Serving Adams, Arapahoe and Douglas Counties

Hugh Rohrer, M.D., MPH,
Director

December 12, 1995

Mr. Charles Scharman, Technical Director
Environmental Engineering
Rocky Mountain Arsenal
Commerce City, Colorado 80022-1748

Dear Charlie:

The Northern Community Coalition (NCC) recently met and discussed the issue of an extension of time for comments on the Proposed Plan for onpost cleanup of the Rocky Mountain Arsenal. Following our discussion the NCC developed a consensus statement of our position concerning an extension of the comment period. That statement is as follows:

Without a compelling, substantive reason, the time period for receiving comments on the proposed plan should not be extended. Under any circumstances an extension of no more than an additional 30 days should be granted.

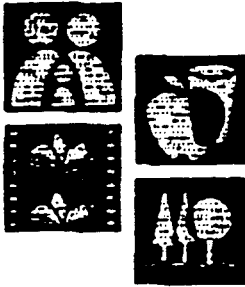
If you have any questions about our position feel free to contact me. It is planned that the comments on the Proposed Plan to be offered by the Coalition will be submitted by the December 15, 1995 deadline.

Sincerely,


Chris J. Plant, M.P.H., Ph.D.
Deputy Director

c.c. NCC members

9534801-1/1



Recycled Paper 

Tri-County Health Department

Serving Adams, Arapahoe and Douglas Counties

Hugh Rohrer, M.D., M.P.H.
Director

January 17, 1996

On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn.: AMCPM-PM/Colonel Bishop
Building 111-RMA
Commerce City, Colorado 80022-1748

Dear Colonel Bishop:

Attached are the comments of the Northern Community Coalition on the Proposed Plan. The Coalition includes representatives of Adams County, the City of Commerce City, South Adams County Water and Sanitation District, School District 14, Tri-County Health Department and Representative Jeannie Reeser's office.

We are available to discuss our comments or answer questions you may have. Feel free to contact me if you desire additional discussion. We hope our comments will be useful in bringing to final resolution the matter of the on-post remedy. The community continues to support a protective, timely and effective remedy. The Coalition appreciates the opportunity to comment on the Proposed Plan.

Sincerely,


Chris J. Plant, M.P.H., Ph.D.
Deputy Director

9601914-1/1

**COMMENTS OF THE NORTHERN COMMUNITY COALITION
ON THE PROPOSED PLAN FOR CLEANUP OF THE ROCKY MOUNTAIN ARSENAL**

January 1996

The Northern Community Coalition (NCC) appreciates the opportunity to comment on the Proposed Plan. For the most part, the Proposed Plan is consistent with the Conceptual Agreement that was developed by the U.S. Army, Shell Oil Company, the State of Colorado, the Environmental Protection Agency, and the U.S. Fish and Wildlife Service on May 9-11, 1995. As the NCC has stated in the past, the remedy outlined in the Conceptual Agreement satisfies the community's goal for a timely remedy that will provide long-term protection of public health, wildlife, and the environment even though it does not actually represent the community's concept of the ideal cleanup. It is, therefore, in the community's best interest to accept the proposed remedies so cleanup can be completed as soon as possible.

Nevertheless, the NCC conditioned its support of the Conceptual Agreement upon the appropriate resolution of certain issues. Satisfactory closure of these issues has not occurred and/or is not incorporated into the Proposed Plan. As a result, the NCC can only support the Proposed Plan if it is modified to include the following:

1. A SATISFACTORY ALTERNATE WATER SUPPLY.

The NCC's top priority is to obtain replacement of the water supply impacted by the Arsenal. The Coalition cannot support a final on-post ROD unless the remedy selected includes an acceptable replacement supply of water or alternative cash resolution for future replacement. The water supply to be provided must meet the following criteria:

- a. Reliable, long-term, firm annual yield of a satisfactory amount that includes a quantity sufficient to serve the Henderson area;
- b. Potable water quality;
- c. Delivered at an acceptable location for service to the South Adams District;
- d. Fully authorized and permitted;
- e. Completed and delivered in a reasonable period of time;
- f. Assured by a suitable security mechanism; and
- g. Long term quality of the supply is assured by a watershed protection program.

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With regard to the alternate water supply, paragraph 16 of the Conceptual Agreement provides:

The U.S. Army and Shell Oil Company agree to provide or arrange for the provision of 4,000 acre feet of water, the details of which will be worked out between the U.S. Army, Shell Oil Company, and SACWSD. If such water is not available, the U.S. Army and Shell Oil Company will provide payment of an agreed upon amount of money in lieu of water. This obligation will be part of the final remedy and will be incorporated into the on-post ROD.

The NCC has never agreed that 4,000 acre feet is sufficient to replace the supply affected by the Arsenal, particularly if that quantity is also supposed to serve the DIMP plume area including Henderson. Nevertheless, the NCC could support an alternate water supply or an "in lieu of" cash settlement so long as it is mutually acceptable to the Army, Shell, and the South Adams County Water and Sanitation District (as required by the highlighted language above) and the selected water supply or cash settlement is incorporated into the final on-post ROD.

The Army's Proposed Plan departs from the Conceptual Agreement by omitting the very crucial highlighted language, requiring SACWSD's concurrence in the water supply selection. This omission appears to allow the Army and Shell to unilaterally decide what constitutes an acceptable water supply for the community. This is clearly contrary to the Conceptual Agreement and unacceptable to the Coalition.

2. A SATISFACTORY SCHEDULE OF IMPLEMENTATION THAT PRIORITIZES ACTIVITIES ON THE BASIS OF PUBLIC HEALTH AND ACTUAL RISK.

Another key concern of the NCC was timely implementation of the remedy. To be acceptable, the cleanup must be expedited to ensure that it is completed within 10 to 15 years. Further, the cleanup must proceed in a fashion that addresses public health protection first. With this in mind, the Proposed Plan should ensure that the remedy proceeds in the following sequence:

- a. Alternate water supply -- The first priority should be to finalize the agreement to provide drinking water to South Adams County Water and Sanitation District. Protection of the drinking water through an alternate supply provides the necessary safety factor in assuring that the exposure pathway from contaminated groundwater to drinking water cannot be completed. The groundwater is currently the most significant direct threat to public health offpost of the RMA.
- b. Hazardous Waste Disposal Site -- The design and construction of the hazardous waste disposal site should also be commenced as

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soon as feasible as it is key to much of the other planned remediation.

- c. **Small High Risk Projects** -- The smaller high risk projects with less complexity and uncertainty should then be implemented to gain the most benefit for the cost and to gain experience with oversight, monitoring and other issues before undertaking the major projects.
- d. **Larger High Risk Projects** -- Once experience is gained on the small high risk projects, clean up of areas of higher risk with few uncertainties (e.g., the South Plants area) should be implemented. This will help ensure that funds are available to reduce the real risks presented by the RMA.
- e. **Other Projects** -- The low risk, high cost projects should be deferred to the end. The Basin F wastepile is a good example of this type of project. It clearly involves the most complex and costly remediation strategy -- and likely poses the greatest potential cleanup risk to workers and adjacent residents, but is currently stable with a fully effective liner and cap. The Coalition has stated previously that, with enhanced containment, the Basin F wastepile could be left in place. The NCC does not believe that the benefits of excavating the wastepile and redispersing the material in a new RCRA compliant landfill are commensurate with the health and safety risks and the costs of such excavation and redispisal. Furthermore, the Coalition is concerned about the cost growth of such an operation, particularly in the context of materials handling and emissions/odor control. Consequently, if the wastepile is not designated as a low cleanup priority then uncertainties of cost growth and the lack of actual experience to define effective oversight and monitoring of other onpost remediation projects could result in a significant investment of limited funds for little value added in terms of risk reduction.

The NCC is currently engaging in a priority ranking exercise for RMA. The results of that exercise will enable us to present a more specific proposal to the Parties concerning a balance between funding anticipated to be available and individual cleanup project priorities.

3. A SATISFACTORY REMEDIATION OVERSIGHT AND MONITORING PROGRAM.

The long term permanence of the remedy will depend, in large part, upon the quality of engineering and construction of structures such as the landfill and the caps that are proposed. To ensure the necessary high quality of these activities, the Northern Community Coalition insists upon adequate and effective project oversight by qualified

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individuals who are responsive to community concerns about the cleanup. It is the Coalition's position that Tri-County Health Department must be closely involved in oversight activities as the community's representative for technical and health and safety issues.

Further, the NCC will insist on offsite ambient monitoring where materials might be excavated that could release noxious and/or hazardous RMA contaminants into the air. The specifics of offsite monitoring should be addressed with the community's input. Additionally, the medical monitoring committee that has been established must be involved in the continuing evaluation of monitoring needs during the cleanup process. The basis and effectiveness of all planned medical monitoring in providing a clear cause-effect relationship between RMA contamination and health effects or changes in biomarkers should be clearly described prior to performing the monitoring.

4. A SATISFACTORY COMMUNITY IMPACT ASSISTANCE PROGRAM.

The Coalition believes that the past activities at the RMA have stigmatized the local community. As a result real estate property values have declined, economic and community growth and development opportunities have been lost and the financial burden for infrastructure, services and education has increased as a result of the presence of RMA. To complete the remedy, the Proposed Plan must address these issues with a satisfactory community assistance program. Such a program is particularly compelling in this instance given the racial, ethnic, and income makeup of the local community and the President's Executive Order on environmental justice (E.O. 12898, February 11, 1994).

Furthermore, it must be remembered that the NCC played a key role in getting the parties to even consider a mutually acceptable Conceptual Agreement. In the process, the NCC backed away from firmly held beliefs in order to encourage compromise among the parties and the stakeholders. Put another way, the NCC elevated the "common good" above its particular special interests. Now that the conceptual agreement has been achieved, the parties should not turn a blind eye to these efforts. Rather, like the NCC, the parties should ensure that the final remedy actually achieves the "common good." It is not enough to simply clean up the contamination and ignore the stigma damages which have clearly been caused by the RMA. Damages to the community have not been addressed. The remedy simply is not complete without including a program for community impact assistance. That program must include:

- a. A public outreach program that educates the public on the cleanup activities and the potential risks during cleanup;

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- b. The joint preparation (by the Army and the NCC) of a written contingency plan including appropriate evacuation procedures;
- c. A commitment for the parties to work with School District 14 to address the long-term impact to the District of lost property tax revenue from the RMA land.
- d. A commitment to hire local labor where qualified individuals are available to fulfill contract labor needs.

5. A SATISFACTORY TRUST FUND.

The trust fund was specifically discussed in the Conceptual Agreement. This fund is necessary to address potential future failures and/or deficiencies in the Proposed Plan and to allow for further cleanup, as appropriate, with the development of new technologies. In short, this fund is critical to the long-term permanence of the remedy.

6. A BASIN A GROUNDWATER DEWATERING CONTINGENCY PLAN.

The "containment" of contaminants in the Basin A area will be partially achieved by dewatering the aquifer underlying Basin A. It is not clear to the NCC that total dewatering will ever occur. As a result, the Proposed Plan should include a contingency plan. If the aquifer underlying Basin A is not dewatered within 10 years, then the remedy must be modified to include a slurry wall to bedrock around the entire Basin A area.

7. THE EXCAVATION OF ALL OF THE WASTE IN THE WESTERN TIER LANDFILLS.

The NCC believes that the waste in the western tier landfills is acting as a continual source of pollution which is contaminating the South Adams County Water and Sanitation District's existing water supply. In order to be effective, the proposed remedy at these landfills must include the complete excavation of all of the waste in the landfills. At various times, the parties have indicated verbally that they intend to implement such a complete excavation. However, given that importance of this issue, the NCC requires that the complete excavation of waste in the western tier landfills be specifically described in the Proposed Plan.

8. BOUNDARY SYSTEMS

For the marginal extra cost relative to the overall strategy, the Army should give additional consideration to Alternative 3 instead of Alternative 4. The length of operation of the boundary systems is one of the more uncertain features of the remediation. Due to the extremely slow dispersal of contaminants, it may make sense to simply eliminate the source of the contamination (i.e., Basin A and South

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Page 6

Plants). Comparison of the cost of adding the treatment at these two sites with the cost of extending the operation of the boundary systems may demonstrate that it is more effective to do the localized treatment. In other words, elimination of the contaminant mass at the Basin A and South Plants shorten the time that the boundary systems will have to operate?

Most of the contaminants of concern at the boundary systems have extremely low solubilities. The regulatory levels for these materials are, however, also very low. A relatively small amount of this material in contact with the groundwater could leach at a level requiring treatment action for a very long period of time. While the data indicate that there is a down trend of the contaminants reaching the systems, it may be that the contamination levels reach a steady state above that of the regulatory limit and continue for some time. If some major sources of contamination have been eliminated by IRAs, etc., there may indeed be a reason for the steady drop in contamination reaching the boundary. However, if there remain mass sources of low solubility contaminants in contact with the groundwater, the water reaching the treatment systems could remain contaminated for long periods of time. The failure of dieldrin levels in the groundwater to show a decrease over time could be an indication of this mechanism.

9. STRUCTURES

The alternative is worded such that structures with a history of agent use will be demolished, monitored, caustic washed if necessary and disposal in the hazardous waste landfill. It appears to indicate that if monitoring does not identify agent, the material will not be washed but will still be placed in the landfill. If material from these structures does not indicate the presence of agent it should be used as consolidation material for Basin A or disposed of offsite, if feasible, in exchange for clean fill that could be brought on site for Basin A fill. That remedy may also reduce resources necessary for the cap/cover to be constructed at Basin A.



FAX COVER MEMO

Tri-County Health Department

Serving Adams, Arapahoe and Douglas Counties

Hugh Rohrer, MD, MPH
Director

DATE 1-19-96

Pgs. (includ. memo) 8

Deliver to:

Colonel Bishop / Charlie

Dept. _____

From:

Chris Weiss

Dept. _____

Comments: _____

Administrative Office ☐ 7000 East Belleview Avenue ☐ Suite 301 ☐ Englewood, Colorado 80111-1628
303/220-9200 ☐ FAX 303/220-9208



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80221-1748



REPLY TO
ATTENTION OF:

June 11, 1996

Office of the Program Manager

Mr. Chris J. Wiant
Tri-County Health Department
7000 East Belleview Avenue, Suite 301
Englewood, Colorado 80111-1628

Dear Mr. Wiant:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Your letter was emphatic in that the period for comments on the On-Post Proposed Plan should not be extended without good reason and that, if it were extended, no more than 30 days should be granted. In order to allow additional time for comment without excessively delaying the Record of Decision, the comment period was extended by 30 days.

Responses to the Northern Community Coalition's comments are enclosed.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,


Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosures

Readiness is our Profession

Copies Furnished:

**Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748**

**Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202**

**Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748**

U.S. ARMY RESPONSES TO COMMENTS OF THE NORTHERN COMMUNITY COALITION ON THE ROCKY MOUNTAIN ARSENAL ON-POST PROPOSED PLAN

1. Alternate Water Supply

The Army believes that the Agreement in Principle regarding a water supply satisfies the criteria identified by your comment. The Army and Shell have reached an Agreement in Principle, enclosed with this letter, with South Adams County Water and Sanitation District (SACWSD) that includes payment of \$48.8 million to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. An independent qualified water resource expert will be selected by SACWSD to direct the selection, acquisition, and implementation of a water supply that can be operational by October 1, 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

2. Schedule of Implementation that Prioritizes Activities on the Basis of Public Health and Actual Risk

The Army agrees with the basic outline of the Northern Community Coalition's (NCC) schedule, which is to clean up the higher risk areas first and proceed to the lower risk areas. The actual time required to complete the cleanup will depend in part on available funding from Congress as well as on developing and maintaining a cooperative working relationship with the regulatory agencies during design, construction, and operation of the remedy.

The water supply issue is a high priority, and the Army agrees that timely implementation is most important. Please refer to the response to Comment number 1 regarding the schedule for providing the water supply. Landfill design and construction is a prerequisite for accomplishing other remediation tasks and must be started as soon as possible. Moving the Basin F wastepile is a lower priority item because the waste is presently contained.

3. Remediation Oversight and Monitoring Program

It is the Army's policy to use the most qualified personnel to oversee both the construction and quality assurance/quality control of each project for the remediation, as well as to be responsive to community concerns. The U.S. Environmental Protection Agency (EPA) and the Colorado Department of Public Health and Environment (CDPHE) will provide regulatory oversight. The Tri-County Health Department will be provided opportunities to review remediation activity.

4. Community Impact Assessment Program

The Army is currently reviewing state proposals on air pathway analysis and will ensure that adequate onsite and offsite monitoring occurs during remedial actions that may release vapors or odors.

In addition, a Medical Monitoring Program has been established. The primary goals of the Medical Monitoring Program are to monitor any offpost impact on human health due to the RMA remediation and provide mechanisms for evaluation of health status on an individual and community basis. This Program will continue until the soil remediation is completed. A Medical Monitoring Advisory Group (MMAG) has been established to evaluate specific issues covered by the Medical Monitoring Program. The MMAG is composed of representatives of the Army, Shell, EPA, CDPHE, Tri-County Health Department, the Agency for Toxic Substances and Disease Registry (ATSDR), the U.S. Fish and Wildlife Service (USFWS), Denver Health and Hospitals, and the Site-Specific Advisory Board. The MMAG also includes community representatives from the communities of Commerce City, Henderson, Denver, Green Valley Ranch, and Montbello. If you would like more information on the Medical Monitoring Program or wish to participate as part of the Medical Monitoring Advisory Group, please call Ms. Mary Seawell of CDPHE at 303-692-3327.

The Army understands RMA has had both perceived and actual negative impacts on surrounding communities. The Army also believes RMA has made positive contributions to the surrounding communities. The goal of the Army at RMA is to provide for an environmentally safe National Wildlife Refuge that will continue to contribute to a positive image for surrounding communities. The Army has a very active public outreach program and will continue to work with the public on matters regarding the environmental cleanup program until RMA is fully transitioned to a Refuge. The USFWS also has a very aggressive public education program complementing the wildlife resources and future plans for RMA. The Army will continue to inform and seek input from elected officials, local chamber groups, schools, stakeholder groups, realtors, and local businesses regarding activities presently underway and those planned for the future.

As part of the Medical Monitoring Program, public outreach will be the MMAG's foremost objective. The Army believes that public education will provide a real understanding of the ongoing cleanup and its associated risks. Also, the Medical Monitoring Plan will include a contingency plan, which will be based on the RMA wide contingency plan already in effect.

Emergency Response Measures: The Army has maintained a contingency plan for emergencies for many years and continues to update it as needed. Emergency plans will be part of the post-ROD remedial design activities. The Parties and the public will be kept informed of these contingency plans as they are written.

Education and Vocational Training Opportunities: The Army and the USFWS provide educational opportunities through remediation and wildlife tours, and the Army has recently

received accreditation for its environmental education program through the Colorado School of Mines and the Denver Public Schools. These opportunities are expected to continue during the remedial activities. The Army also provides used computer equipment to the public schools in the local communities.

Local Labor: The Army has made and will continue to make a concerted effort, within federal contracting guidelines, to use local contractors and labor to support remediation activities.

5. Trust Fund

During the formulation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operation and maintenance of the remedy. The Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the ROD. Principal and interest from the Trust Fund would be used to cover the costs of long-term operations and maintenance throughout the lifetime of the remedial program. These costs are estimated to be approximately \$5 million per year (in 1995 dollars).

It is the intent of the Parties that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remedial sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders and will be convened within 90 days of the signing of the ROD.

6. Basin A Groundwater Dewatering Contingency Plan

It appears that this comment refers to "total dewatering" as the dewatering of the saturated alluvium in Basin A. The partial dewatering resulting from construction of the soil cover will be a 10- to 13-foot lowering of the water table. As a result of dewatering, the water table will no longer be in contact with the most contaminated soils, and the groundwater flux out of the Basin A area will be substantially reduced. Groundwater migrating out of Basin A will be captured by the Basin A Neck Treatment System and the Section 36 Bedrock Ridge extraction system.

7. Excavation of All Waste in the Western Tier Landfills

The Western Tier landfills have never been demonstrated to be sources of groundwater contamination; however, complete excavation of these landfills is planned and is described in the ROD. Approximately 6630 bank cubic yards of human health exceedance materials in the landfills will be excavated and placed in the on-post hazardous waste landfill. The remainder of the Western Tier landfill materials have been characterized as nonhazardous debris and will be used as consolidation material in Basin A.

8. Boundary Systems

The Army believes that the Interim Response Actions (IRAs) implemented on-post to control sources and plumes of contamination, as well as the continued operation of the boundary containment systems, have been extremely effective in containing and treating contamination from sources and in treating the contamination that escaped before the IRAs were installed. Evaluation of Alternative 3 shows that active dewatering does not have a substantial impact on boundary system operation and that there is limited cost benefit associated with this alternative. The effectiveness of the selected passive dewatering approach for Basin A and South Plants, combined with boundary system treatment, will be evaluated during the five-year post-ROD remedy review. At that time, changes to the remedy will be made as necessary.

The containment and passive dewatering approach will limit the leaching of all soil chemicals, particularly those relatively low-solubility compounds that preferentially sorb to the soil. A primary factor in the decision to use soil containment as part of the on-post remedy was the presence of insoluble compounds in soil.

9. Structures

The NCC's interpretation of how structures materials will be handled is correct. This waste, even without confirmation of agent presence, falls into the "3X" category based on its history and must be landfilled in a Resource Conservation and Recovery Act-equivalent landfill, according to Army regulation.

**AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY**

**1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.**

**2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.**

**A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.**

**B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
SYSTEM) WILL BE COMPLETED BY THE 24TH MONTH AFTER THE INITIAL
PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.**

**C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.**

**D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF**

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

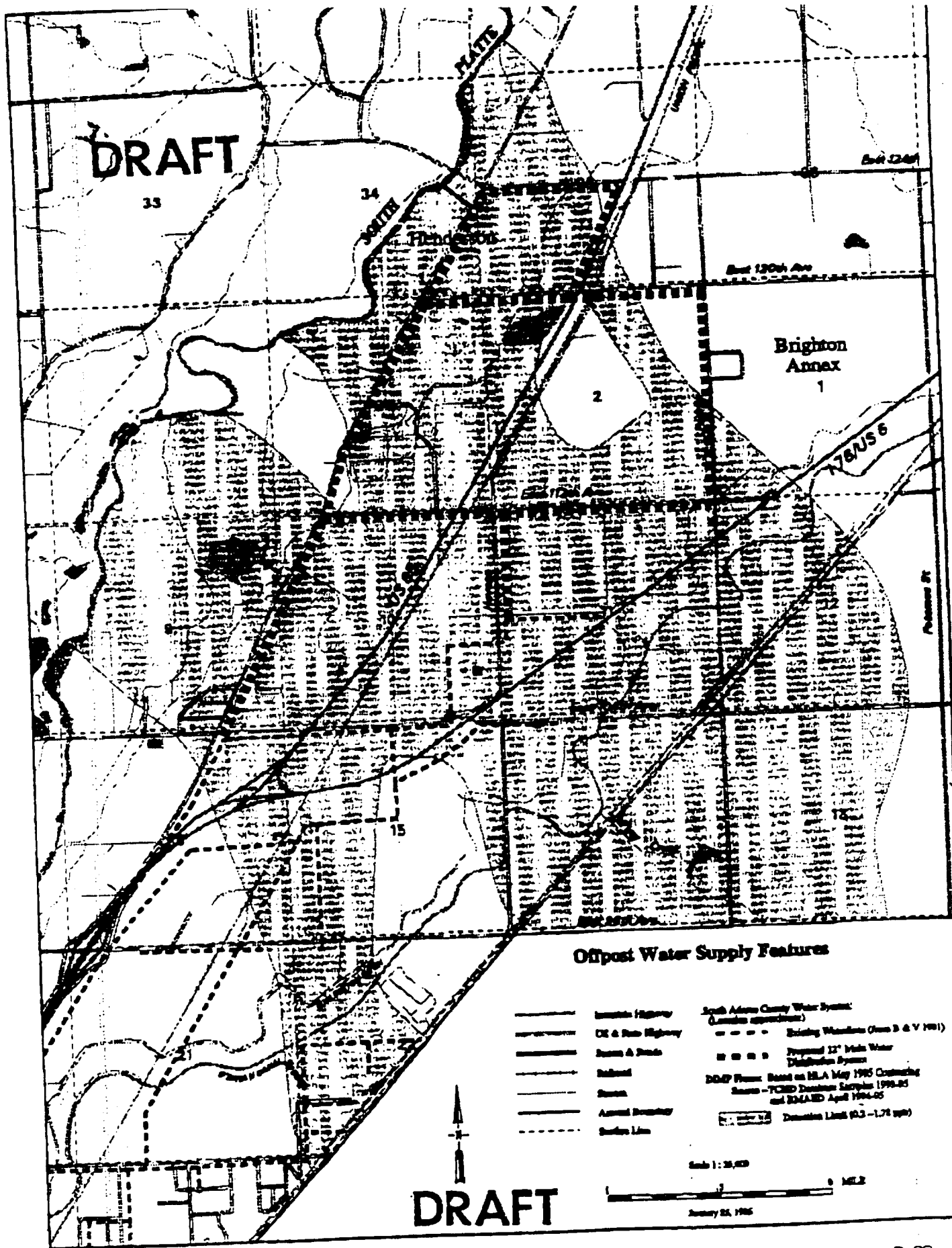
O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96



12-6

**Responses to
Environmental Action Group
Comments**

League of Women Voters



THE LEAGUE
OF WOMEN VOTERS
OF COLORADO

1410 Grant, B-204
Denver, Colorado 80203
303•863•0437

rec'd 18 Dec 95

On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn: AMCPM-PM/Col. Eugene H. Bishop
Building 111 --- RMA
Commerce City, CO 80022-1748

Colonel Bishop,

The League of Women Voters of Colorado must congratulate you on your efforts to engage the public in the decision-making process which has led to the On-Post Proposed Plan. Rocky Mountain Arsenal has moved from a facility which refused public admission even to Technical Review Meetings to one which now pays for newspaper advertising in order to encourage participation. Issues under discussion have been brought out into the public whereas in the past they were kept under wraps until resolved by the Parties.

Hopefully, the final decisions will be more acceptable to the public because their concerns have been answered in the process.

Our comments have taken the form of questions which we feel must be answered in the Record of Decision (ROD). Specific contingency and review plans must be built into the ROD in order to demonstrate that these important steps have been carefully planned.

1. If "Placement of hazardous wastes into the Corrective Action Management Unit will not constitute 'land disposal' as defined by RCRA" (page 9) what criteria will be used?

2. Will 4,000 acre feet of water completely replace lost sources of well water? How much money will be paid if water is not available? Will it include costs of water systems or only the water? Who will be parties to the agreement? Will there be payment for economic loss is adequate safe water is not available?

3. One of the more reassuring aspects of the Proposed Plan is the establishment of a trust fund for future expenses. However we feel that the tentative nature of the trust fund wording offers little promise of future commitment. What if proceeds are inadequate to cover costs of future operation, maintenance and/or contamination in spite of remediation? If a trust fund cannot be established, how will this be paid for?

4. If in-situ solidification or any other technology doesn't work and contamination plumes continue to move or to increase in contamination levels, what are the back-up plans?

5. How can medical and biological monitoring be designed to catch early signs of system failure? What steps are to be taken in case of future impact?

6. If innovative technologies are used what is the back-up procedure? How will the public be involved in selection of technology and back-up plans?

We again congratulate you for your impressive public involvement effort during the past year or so. We cannot overstate the importance of continuing that involvement throughout the selection, implementation, monitoring and evaluation processes.

Thank you,


Marilyn Shuey, President



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80224-1748



June 11, 1996

REPLY TO
ATTENTION OF:

Office of the Program Manager

Ms. Marilyn Shuey
The League of Women Voters
of Colorado
1410 Grant, B-204
Denver, Colorado 80203

Dear Ms. Shuey:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Responses to your specific comments are provided below.

1. U.S. Environmental Protection Agency (EPA's) goal in establishing the Corrective Action Management Unit (CAMU) Rule, which has been adopted by the State of Colorado in the Colorado Hazardous Waste Management Act (CHWMA), was to "provide remedial decision makers with an added measure of flexibility in order to expedite and improve remedial decisions" while "existing closure regulations and requirements for [Resource Conservation and Recovery Act] RCRA-regulated units, which require closure to occur in a manner that is protective of human health and the environment, remain in effect." Purpose and context of the CAMU Rule 58 Fed. Reg. 8659 (1993) (to be codified at 40 C.F.R. Parts 260, 263, 264, 265, 268, 270 and 271). The on-site landfill that is central to the CAMU will meet all CHWMA landfill siting, construction, monitoring, and closure requirements.

2. The Parties to the On-Post Record of Decision (ROD) have determined that the 4,000 acre-feet water supply is adequate to serve as an additional layer of protection to people north of RMA in the unlikely event that all the caps/covers, liners, and multiple groundwater treatment systems were to fail. The Army and Shell Oil Company (Shell) have reached an Agreement in Principle, enclosed with this letter, with South Adams County Water and Sanitation District (SACWSD) that includes payment by the Army and Shell to SACWSD in the amount of \$48.8 million and requires that SACWSD provide the water to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The payment will cover the water distribution system as well as acquisition of the water supply. The Army, Shell, and SACWSD believe that the settlement is fair and will permit SACWSD to secure an adequate

Readiness is our Profession

water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

3. During the formulation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operation and maintenance of the remedy. The Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the On-Post ROD. Principal and interest from the Trust Fund would be used to cover the costs of long-term operation and maintenance throughout the lifetime of the remedial program. These costs are estimated to be approximately \$5 million per year (in 1995 dollars).

It is the intent of the Parties that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remedial sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The Strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders and will be convened within 90 days of the signing of the ROD.

4. The extensive site-wide monitoring program that is planned will provide early detection of any problems with either soil or groundwater remediation. Additionally, the required periodic five-year review of the remedy will evaluate whether the remediation is effective and remains protective of human health and the environment. Alternate remediation technologies will be substituted or systems will be added if soil or water problems are discovered.

5. Environmental rather than medical and biological monitoring will be used to detect early signs of system failure. The environmental monitoring program includes soil, groundwater, and air monitoring.

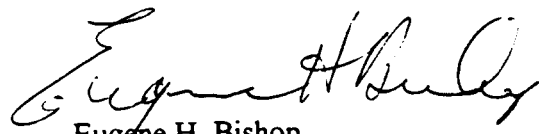
A Medical Monitoring Program for the surrounding communities has also been identified as part of the Proposed Plan to measure health effects, if any, during the remediation. The primary goals of the Medical Monitoring Program are to monitor any off-post impact on human health due to

the RMA remediation and provide mechanisms for evaluation of human health status on an individual and community basis. This Program will continue until the soil remediation is completed. A Medical Monitoring Advisory Group (MMAG) has been established to evaluate specific issues covered by the Medical Monitoring Program. The MMAG is composed of representatives from the Army, Shell, U.S. Environmental Protection Agency, Colorado Department of Public Health and Environment, Tri-County Health Department, U.S. Agency for Toxic Substance and Disease Registry, U.S. Fish and Wildlife Service, Denver Health and Hospitals, and the Site Specific Advisory Board. The MMAG includes representatives from the communities of Commerce City, Henderson, Denver, Montbello, and Green Valley Ranch. The League of Women Voters is also represented on the MMAG.

6. Innovative technologies will go through necessary tests prior to implementation. The public (stakeholders) has been included in discussions of the selected remedy. If it became necessary to modify the selected remedy, an Explanation of Significant Difference or Amendment to the ROD would be issued and would be available for public review and comment.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,



Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

**AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY**

**1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.**

**2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.**

**A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.**

**B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
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PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.**

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NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.**

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E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

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H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

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J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

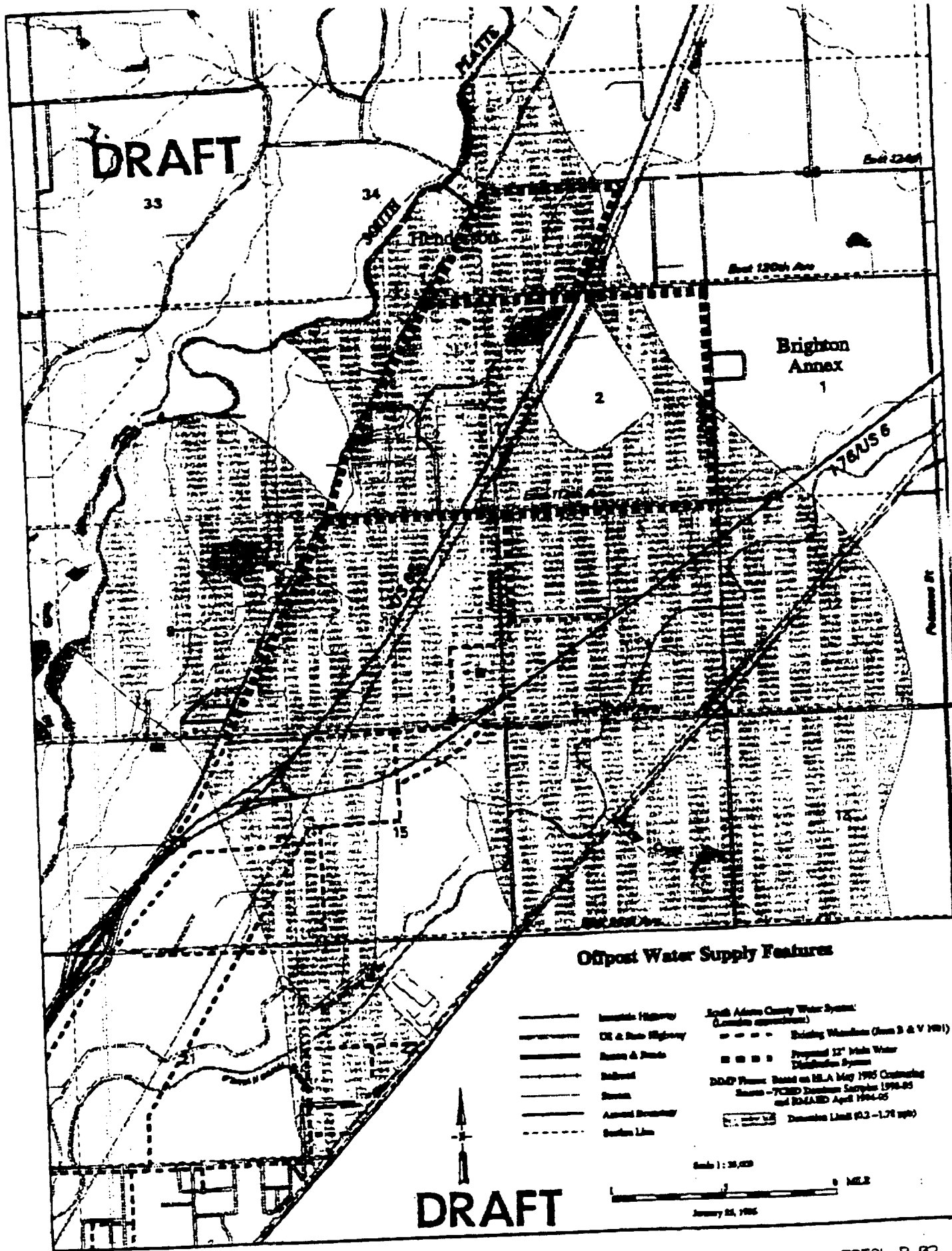
O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96



*League of Women Voters
Adams County
Colorado*

recd 18 Dec 95

On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn:AMCPM-PM/Col. Eugene H. Bishop
Building 111 - RMA
Commerce City, CO 80022-1748

Gentlemen,

Thank you for the opportunity to provide comment regarding the proposed remediation of the Rocky Mountain Arsenal.

As you review the options before you, we urge you to consider affected community appeals for adequate water supplies and delivery systems so those stakeholders can plan for their futures with confidence.

We support a medical monitoring program that not only seeks to anticipate and identify problems but also makes such information readily available to the public in a timely manner.

We ask that all parties be vigilant in their duties, meeting or exceeding those requirements regarding the disposal of hazardous waste. And that the remediation of all contaminants be accomplished with the welfare of our citizens as your uppermost consideration.

Finally, we encourage ongoing dialogue between the parties and stakeholders as a way to build a mutual respect and consideration that ultimately translates into a shared vision for the peoples, land and natural resources impacted by the activities at the Rocky Mountain Arsenal.

Respectfully,

*Derry Sarcom
President*



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80222-1748



June 11, 1996

REPLY TO
ATTENTION OF:

Office of the Program Manager

Ms. Gerry Sarconi
League of Women Voters
Adams County Chapter
2681 E. 98th Avenue
Thornton, Colorado 80229

Dear Ms. Sarconi:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

The Army and Shell Oil Company (Shell) have reached an Agreement in Principle, enclosed with this letter, with South Adams County Water and Sanitation District (SACWSD) that includes payment of \$48.8 million to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The Parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

A Medical Monitoring Program for the surrounding communities has also been identified as part of the Proposed Plan to measure health affects, if any, during the remediation. Elements of the Medical Monitoring Program may include medical monitoring, environmental monitoring, or health/community education. Environmental monitoring will be used to evaluate the effectiveness of the remedy. The primary goals of the Medical Monitoring Program are to monitor any off-post impact on human health due to the RMA remediation and provide mechanisms for evaluation of human health status on an individual and community basis. This Program will continue until the soil remediation is completed. A Medical Monitoring Advisory Group (MMAG) has been established to evaluate specific issues covered by the Medical Monitoring Program. The MMAG is composed of representatives from the Army, Shell, U.S. Environmental Protection Agency (EPA), Colorado Department of Public Health and Environment, Tri-County Health Department, Agency for Toxic Substances and Disease Registry.

Readiness is our Profession

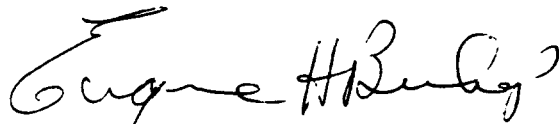
U.S. Fish and Wildlife Service (USFWS), Denver Health and Hospital, and the Site-Specific Advisory Board. The MMAG also includes representatives from the communities to Commerce City, Henderson, Denver, Montbello, and Green Valley Ranch. The League of Women Voters is also represented on the MMAG.

The Biological Advisory Subcommittee is currently deciding which chemicals to use to evaluate wildlife health at RMA.

The Army is proud of its success in cooperating with the State of Colorado, Shell, EPA, USFWS, and local stakeholders to arrive at a Record of Decision to remediate RMA, and we look forward to working with the stakeholders during the remediation as well. As you know, the ultimate goal of this process is to establish a National Wildlife Refuge at RMA, and the Army intends to maintain the land and natural resources so that the Refuge may flourish.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene H. Bishop". The signature is fluid and cursive, with a large initial "E" and a stylized "B".

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

**AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
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**1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
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**2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
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ON-POST ROD.**

**C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.**

**D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
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F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

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I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

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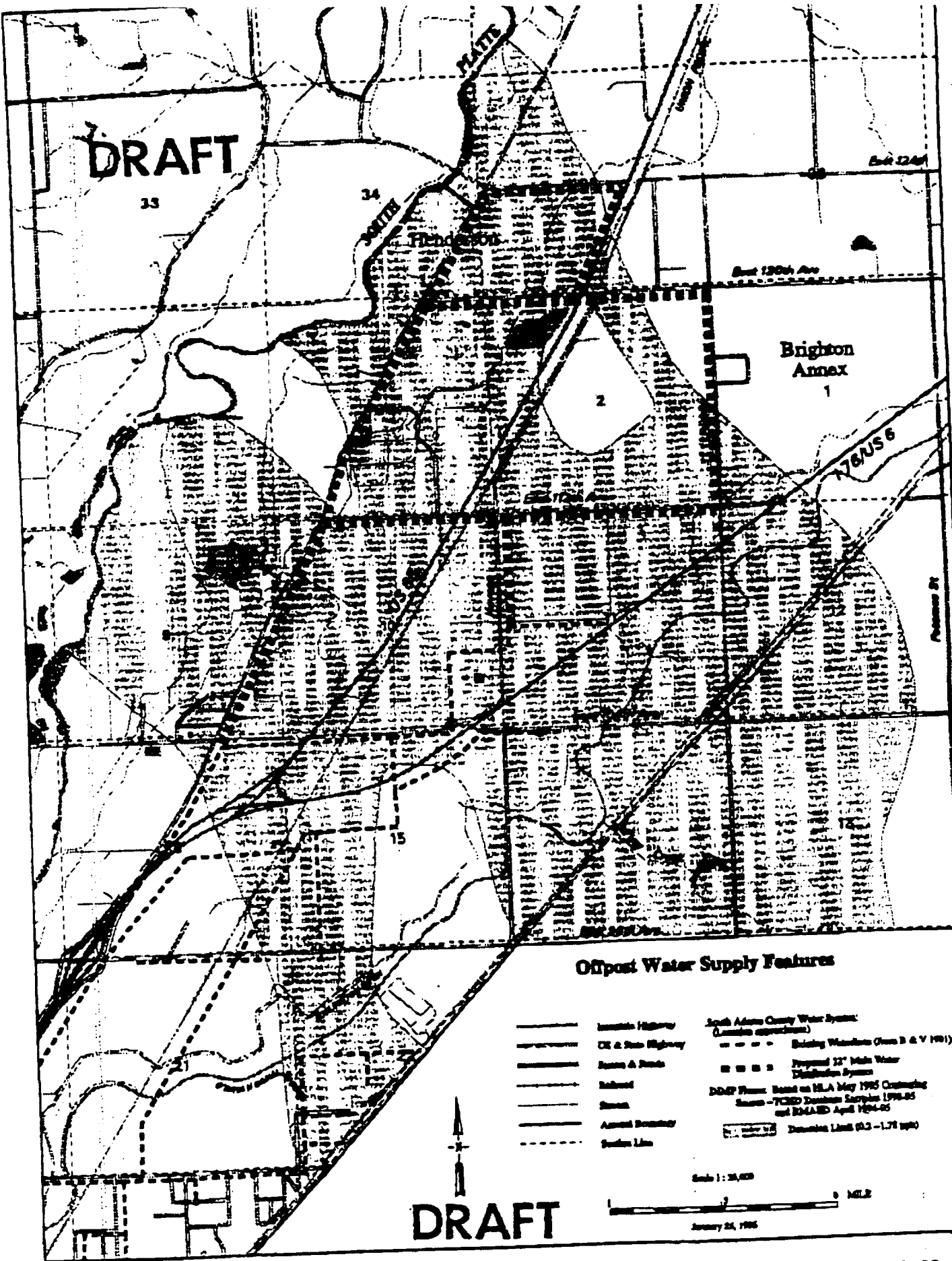
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TOTAL P.02

Sierra Club

December 7, 1995
Rocky Mountain Arsenal Subcommittee
Rocky Mountain Chapter Sierra Club
1452 Northcrest Dr.
Highlands Ranch, CO 80126

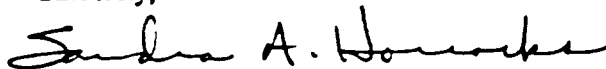
Colonel Eugene H. Bishop
Building 111 - Rocky Mountain Arsenal
Commerce City, CO 80022

Sir:

The Rocky Mountain Subcommittee of the Rocky Mountain Chapter of the Sierra Club requests that an extension be granted for the submission of comments regarding the Proposed Plan for the Rocky Mountain Arsenal On-Post Operable Unit. We ask that this extension be for no less than 60 days. This will greatly aid us in our research on this important document.

Thank you for your consideration in this matter.

Sincerely,



Sandra A. Horrocks

RMA Subcommittee Chairperson

SIERRA CLUB



Rocky Mountain Chapter
777 Grant Street Suite 606 Denver, Colorado 80203 303 • 861 • 8819

December 18, 1995
Colonel Eugene H. Bishop
Building 111 - Rocky Mountain Arsenal
Commerce City, CO 80022

Sir:

It has become apparent to the Rocky Mountain Chapter of the Sierra Club that replacement water for the Off-Post area of the arsenal should be dealt with in the Off-Post ROD and not the On-Post ROD. This was not how the Off-Post area was approached initially. However, problems have arisen which are causing us to call into question the direction given to us to consider Off-Post replacement water part of the On-Post ROD.

To begin, we are not quite sure why replacement water in contaminated areas Off-Post has taken this long to resolve. It was proven many years ago that wells were contaminated, and it should have been a matter of integrity for the U.S. Army and Shell Oil Company to insure that these areas had a permanent alternate water source at that time. The amount of water replaced should have been equal to the amount of water contaminated.

Secondly, in hindsight, we do not understand why replacement water, left to be taken care of during the ROD process, should not have been handled in the Off-Post ROD. After all, the areas where this water is needed is in the Off-Post area. Also, the Off-Post Plan was considering what to do about contaminated underground water. It only makes sense that these problems should have been considered as one, which they are.

Additionally, given the fact that the replacement water is being handled as a part of the On-Post ROD, specific details regarding this water should at least be given. Merely stating that 4000 A. ft. of water will be supplied for this purpose is not enough. This is not equal to the amount of water available to the surrounding communities which has been damaged. It also does not include any detail of how this water would be divided thus opening up all kinds of possibilities for back-room deals to be made perhaps resulting in an unfair percentage of water being given to one community over another.

Finally, making replacement water a part of the On-Post ROD has resulted in the appearance that it is being used as a trading piece for the amount of clean-up that should be taking place on the Rocky Mountain Arsenal (RMA). In other words, it seems that if community leaders want enough water to supply their constituents then they must be willing to lower their voices in asking for RMA to be properly cleaned.

The Rocky Mountain Chapter of the Sierra Club is only asking for what is fair following the use and subsequent contamination of one of the most basic rights of all mankind...an

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adequate and clean water supply. We ask that the signing of the Off-Post ROD be delayed until it can be requested to include the Off-Post replacement water supply. We also ask that this revision include specific information such as the communities which will receive replacement water and a detail description of how much each community will receive. We see this as the only fair and rational way in which to handle this matter.

We trust that you will give your utmost attention to these concerns, and that we will receive a response to this letter.

Yours truly,

Heidi Arbury
Heidi Arbury

Chairperson - Rocky Mountain Chapter Sierra Club

Brian Andreja
Brian Andreja

Chairperson - Social Justice Committee

Kirk Cunningham
Kirk Cunningham

Chairperson - Water Quality Committee

Sue Maret
Sue Maret

Chairperson - Hazard Waste Committee

Angela Medbury
Angela Medbury

Chairperson - Pesticides Committee

Sandra Horrocks
Sandra Horrocks

Chairperson - RMA Subcommittee

cc: Bill Yellowtail, Regional Administrator, Reg. VIII, Environmental Protection Agency
Roy Romer, Governor, State of Colorado
Gail Schoettler, Lieutenant Governor, State of Colorado
Judge Dana, Judiciary Arbitration Group

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Rocky Mountain Chapter
777 Grant Street Suite 606 Denver, Colorado 80203 303 • 861 • 8819

January 18, 1996
On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn.: AMCPM-PM/ Col. Eugene H. Bishop
Building 111---RMA
Commerce City, CO 80022-1748

Sir:

The Rocky Mountain Arsenal Subcommittee of the Rocky Mountain Chapter of the Sierra Club has reviewed the Proposed Plan for the Rocky Mountain Arsenal On-Post Operable Unit. The following points represent our comments regarding this document. Each area of concern is preceded with a descriptive subtitle of that area.

Water, Structures and Soil

a. Water

Our viewpoint regarding the alternatives presented for water is most in line with that presented by Alternative 3. We would add that additional treatment, besides carbon filtering at the boundaries and other processing plants, needs to be added due to those chemicals which are not currently being treated such as NDMA and inorganic compounds. Also, there is no mention of the hazardous plume which has recently been identified moving southward off the Arsenal. Remediation of this plume should be a part of the ROD.

Also, we feel that the resolution of community water replacement should have been rectified many years ago. The current amount of water offered for replacement is neither adequate nor acceptable. The water replaced should be equal to the amount which was contaminated by the Arsenal over the last 54 years. The amount for each affected community should be stated up front so there is no possibility of one community making side deals for additional water at another community's expense. The amount of water should also be taken out of any negotiations for remediation at RMA since it is not a negotiable commodity.

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Rocky Mountain Chapter
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b. Structures

Alternative 3 best meets our expectations for removal of structures. We are concerned that remediation of Basin A will not be satisfied by adding additional contaminated soils and structures to help provide a cap for that area. Acceptance of Alternative 2 would mean supporting the capping of Basin A which we are unable to do. We do support the recycling of as much building material as possible after appropriate detoxification. Those building materials remaining should then be placed in the on-site landfill.

We do have a question regarding the number of structures that will be left standing following remediation. What will 47 structures be used for on a wildlife refuge and which structures are they?

c. Soil

We cannot fully support any alternative proposed for soil remediation. Most of the remediation types proposed do not include treatment. If soils are not detoxified, we presume that remediation of this site will be revisited in the future thus causing further problems for residents in the vicinity of RMA. We see this as an unnecessary expense to taxpayers.

During the winter of 1995, we participated in the instruction on alternative cleanup technologies. We saw several methods that could be applied at the Arsenal, in particular the Eco-Logic process. It would seem more cost effective to do a slower cleanup (due to the additional initial cost) that would be permanent and not have to be funded again in the future.

Trust Fund

The only guarantee we have that there may be any money for any lingering future problems at RMA is a trust fund. We have been asking that this be guaranteed for several years. Although the Proposed Plan does mention this trust fund, it does not guarantee that it could be implemented. We want to see a guarantee that it will be a reality.

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Health Monitoring

We are concerned that monitoring of the populace surrounding RMA has not been carried out in the most scientific manner. We have been unhappy with the studies which have been conducted by ATSDR. We feel that studies of this type could be carried out better by the state health department of Colorado in collaboration with a volunteer advisory board. We do believe that the populace in that area deserves some type of assurance that Off-Post medical monitoring will be long-term and so be maintained both during and after remediation.

Additionally, medical monitoring should be designed to satisfy apprehensions about the remediation itself and confirm that the health of the surrounding populace is not being compromised by residence adjacent to RMA. Community trust in this program is essential for medical monitoring to be successful. In otherwards, we wish to see a more thorough and scientifically accurate monitoring program than what we have seen ATSDR provide so far.

Wildlife

Wildlife health and welfare is of particular interest to us, especially when considering that RMA has been designated as a wildlife refuge. We are pleased to see that wildlife monitoring is progressing at RMA after a very slow initial start. We would have thought that some progress on those studies would have been included in this plan to inform the public of the type of research being conducted regarding the effects of the toxic wastes on the wildlife. An explanation of what will be done to protect the wildlife during the remediation should also have been included. We will be interested in reviewing reports of animal health during and after the remedial period to evaluate any differences in health.

Additionally, the Proposed Plan does not mention which chemicals of concern will be used to determine animal health. We anticipate that this means all possible contaminants will be reviewed for wildlife health effects. For example, recent studies indicate elevated levels of the 2,3,7,8-TCDD dioxin were detected in wildlife residing in the South Plants area. This dioxin testing along with testing for other chemicals of concern should be continued in order to provide an ongoing evaluation of overall wildlife health. How can this be guaranteed?

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Rocky Mountain Chapter
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Overall Plan

There is one very great disappointment with this document. It seems that once again the public is being spoken to out of two sides of the government's mouth. From one side we are being told that the purpose of the Proposed Plan is 'so that the public can participate in the alternative selection process.' However, as we read further, the other side of the mouth mentions a 'Conceptual Remedy' that has already been agreed upon. It seems somewhat odd that we, the public, are being invited to join in a selection process that has already been completed. This Conceptual Agreement should have been explained in greater detail. We are including our comments dated May 30, 1995 regarding that agreement as an attachment. We want them to be included in the ROD along with this document.

Also, the alternatives presented did not include the many types of technologies reviewed for possible use. These techniques were not presented as the viable considerations that they became in the alternatives summarized in this document.

We thank you for your attention to our comments.

Sincerely,

Sandra A. Horrocks

RMA Subcommittee Chairperson

attachment

cc EPA
CDPHE
Shell Oil Company
USFWS



recycled paper



Rocky Mountain Chapter
777 Grant Street Suite 606 Denver, Colorado 80203 303 • 861 • 8819

May 30, 1995

To The United States Army, Shell Oil Company, The Environmental Protection Agency, and the State of Colorado,

The Sierra Club has received the Conceptual Agreement Components document generated from the RMA remedy negotiations (5/9 - 5/11/95). We would like to address the following concerns with the agreement:

Global Issues

1) Lack of Detoxification: After spending numerous months reviewing documents and technology alternatives, we are discouraged to see a plan which primarily utilizes containment as the lead remediation technique, rather than treatment of the chemicals of concern. We are of the opinion that innovative technologies show potential utility for clean-up at several of the areas currently slated for proposed landfilling and/or capping. We are concerned that chemicals manufactured on RMA have the potential to contaminate soil and water for many generations.

2) Landfill Utilization: During the clean-up alternatives public comment period, several of our committee members recommended a landfill be sited on the RMA *in lieu* of effective treatment remedies. However, an important component of our recommendation appears to have been overlooked. It was proposed that the landfill serve as an interim measure until an effective technology became available in the future. The current proposal indicates that the landfill would serve as a permanent remedy. This is not acceptable to the Sierra Club. While we see the need to build a landfill, we would like to see it utilized only until adequate technology becomes available for detoxification of the chemicals of concern.

In addition, we believe the current sanitary landfill should be remediated and all waste placed into the new state-of-the-art landfill. In order to guarantee the safety of our future generations, we believe these requests must be addressed.

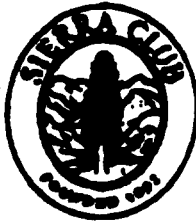
3) Trust Fund: To guarantee adequate financial resources will be available for the completion of the clean-up, a trust fund must be established. The Sierra Club sees the creation of this fund as a commitment from the responsible parties that they are seriously committed to the surrounding community and to the remediation of this Superfund site.

4) Research and Development: The concept of research being conducted on the RMA is very important to the Sierra Club. We envision the

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Arsenal serving as a national site for innovative technologies to be pilot tested. It is obvious from the lack of detoxifying technologies in the Agreement Components Document that much additional research is needed for effective and safe remediation of chemicals such as Dieldrin. We are pleased to learn that the Hex Pits may serve as a site for technology evaluation and we fully support this idea.

5) Arsenal Tours: We believe it would be prudent of the principle parties to request a halt to public tours on RMA during the clean-up process. As this site clean-up involves movement of hazardous chemicals, the only safeguard against visitor exposure is stoppage of tours during the remediation period.

6) Wildlife Habitat: We would like to advocate protection of wildlife habitats during the remediation efforts. As the Arsenal will become a Wildlife Refuge upon clean-up completion, an assurance of adequate and uncontaminated habitat zones during the process must be provided.

7) Dioxin Testing: The issue of dioxin contamination on the Arsenal has to date not been effectively addressed. The generation of dioxins is possible from incomplete combustion processes or as by-products of chemical manufacturing. Both of these scenarios occurred on RMA. To improve public credibility, it is essential that the PRPs initiate soil sampling for dioxins.

Site Specific Issues

1) Basin A: Foremost, we are concerned that no treatment of soils will take place in this basin prior to capping the area. The potential for ground water contamination might be possible for an indefinite period of time. In all previous proposals, a de-watering and/or slurry wall barrier was recommended. We would advocate dewatering of Basin-A prior to capping. Also, many yards of soil will be placed into Basin A without prior treatment, we would like to see solidification of all soils before adding to this basin to ensure lack of chemical migration.

2) Former Basin F: Although a treatment technology is proposed for this site, we question the effectiveness of soil solidification. This method was not previously discussed during the innovative technology meetings. Also, because only the first ten feet will be treated, the potential for ground water contamination is possible from chemical movement in the lower soil depths.

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Rocky Mountain Chapter

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3) Basin F Wastepile: We are pleased that the wastepile will be stored in a celled landfill, however, we have two areas of concern: (1) lack of detoxification; and (2) odor abatement. The detoxification issue was previously addressed in global issues #1. Odor generation during excavation of the wastepile is a topic which must be addressed. We would like to see air emission monitoring devices in place for the duration of the wastepile excavation. For the protection of the surrounding communities, an enclosure surrounding the excavation sites is advocated.

4) South Plants: The proposed excavation to 5 feet should be increased to ten feet to be fully protective of human health.

5) North Plants: In the Conceptual Agreement Document there is no indication of the depth of soil which will be excavated for placement in the landfill. We would encourage the parties to adhere to a depth no less than 10 feet.

6) Pits/Trenches: The Army and Shell trenches may contain extremely hazardous materials. We would agree with the proposal of expanding the slurry walls prior to capping the sites.

The proposal of utilizing an innovative technology for the remediation of the Hex Pits is supported by the Sierra Club. We would like to see more information as to the options for technologies considered.

M-L pits: What solidification technology will be used to stabilize the chemicals?

7) Chemical Sewers: In the South Plants region, no treatment of chemicals or movement of soil is proposed. We are concerned about continued groundwater contamination if the suggested actions are followed.

8) Groundwater: There are several issues we would like to see addressed in the groundwater proposal.

- (a) Why isn't de-watering still a viable option for the basins?
- (b) Appropriation of water from alternative sources-what is the current status of this proposal?
- (c) Boundary system-We would like some written assurance as to the length of time the system will be operational.
- (d) The proposed 4,000 acre feet is inadequate to meet the growing needs of the surrounding communities. We would like to see this allocation increased. Also, we would like some clarification as to who would be responsible for hook-up fees once the main system is installed.

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Rocky Mountain Chapter
777 Grant Street Suite 606 Denver, Colorado 80203 303 • 861 • 8819

(9) Surficial Soils: We would like to see a proposal for soil contamination not equivalent to biota exceedance levels. This is a relevant issue in regard to wildlife health on the Arsenal. A provision should be included to account for future data generated from animal studies if lower chemical exposure is shown to cause adverse effects.

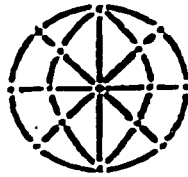
(10) Off-post: This is an issue not yet addressed: We would advocate treatment of contaminated soils or landfilling them as an interim action.

(11) Montbello: This is an issue not yet addressed: We would strongly recommend soil and health screening be conducted in this community. It is critical to the PRPs for maintaining community relations.

As we have worked diligently as volunteers on numerous issues relating to the RMA, we hope you will keep us informed as to any modifications of the Conceptual Agreement. We look forward to receiving your written responses addressing these issues. Thank-you.

Sincerely,

Sandy Horrocks
Sierra Club Rocky Mountain Arsenal Subcommittee Chairperson



GALILEO

INTERNATIONAL

To:	Ruthie
Company:	U.S. Army
Phone:	
Fax:	289-0582
From:	Sandy Horrocks
Company:	GALILEO International
Phone:	
Fax:	(303)397-5299 or 5296
Date:	1/19/96
Pages Incl. this cover page:	9

Comments: _____



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80220-1748



June 11, 1996

REPLY TO
ATTENTION OF:

Office of the Program Manager

Ms. Sandra Horrocks
Chairperson, RMA Subcommittee
Sierra Club
Rocky Mountain Chapter
777 Grant Street, Suite 606
Denver, Colorado 80203

Dear Ms. Horrocks and Sierra Club Members:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component in the remediation process, and your participation helps maintain the dialogue between the Army and the public.

Your letter dated December 7, 1995, requested that the comment period for the On-Post Proposed Plan be extended by no less than 60 days; other parties requested that there be no extension whatsoever so that the Record of Decision (ROD) would not be delayed. In order to allow additional time for comment without excessively delaying the ROD, the comment period was extended by 30 days.

Your letter dated December 18, 1995, stated your belief that the replacement water for the off-post area of RMA should be dealt within the Off-Post ROD. The alternative water supply is addressed in the On-Post ROD because it is part of the overall on-post remedy, not the off-post remedy. The containment portion of the on-post remedy requires leaving some waste in place under a cap or in a hazardous waste landfill. For that reason, the Army decided to provide a separate water supply to alleviate any concerns the public may have about leaving the waste in place. The Off-Post ROD was signed by the Army and the U.S. Environmental Protection Agency (EPA), and the State of Colorado concurred on December 19, 1995.

In response to your comment requesting details about an alternative water supply, the Army and Shell have reached an Agreement in Principle, enclosed with this letter, with the South Adams County Water and Sanitation District (SACWSD) that includes payment of \$48.8 million by the Army and Shell to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs.

Readiness is our Profession

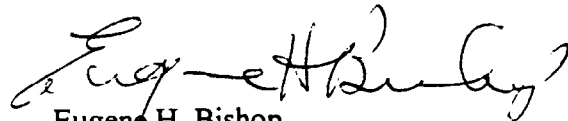
-2-

If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at (303) 289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

Your letter of January 18, 1996, contained several additional comments on the On-Post Proposed Plan, and the Army's responses are contained in the enclosure to this letter. Also enclosed are responses to your letter dated May 30, 1995.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eugene H. Bishop".

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosures

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

**U.S. ARMY RESPONSES TO COMMENTS ON THE ON-POST PROPOSED PLAN
FROM THE SIERRA CLUB, ROCKY MOUNTAIN CHAPTER,
DATED JANUARY 18, 1996**

1. Water, Structures, and Soil

a. Water

The Army believes Alternative 4 is superior to the other groundwater remedial alternatives for the On-Post Operable Unit for the following principal reasons:

- Alternative 4 is preferable to Alternatives 1 and 2 because it provides additional reduction of toxicity, mobility, or volume of contaminated groundwater at a reasonable cost and with minimal short-term effects. It is also readily implementable.
- Although Alternative 3 provides greater reduction of toxicity, mobility, and volume than Alternative 4, it is less readily implementable than Alternative 4. Furthermore, when considered in conjunction with the preferred soil alternative and the continued operation of the boundary groundwater containment and treatment systems, Alternative 3 provides limited added benefit compared to Alternative 4 at a significantly higher cost.

The Army is currently conducting N-nitrosodimethylamine (NDMA) treatment studies in water and taking steps to lower the analytical detection limit as required by the Agreement for a Conceptual Remedy for the Cleanup of the Rocky Mountain Arsenal (RMA Conceptual Remedy), which was signed by the Parties on June 13, 1995. The Army is continuing to work with its laboratory on this issue. If additional treatment is warranted at the boundary systems, the Army is committed to implementing the appropriate treatment system to meet the Remediation Goals set forth in the Record of Decision (ROD).

Regarding your comment about the "hazardous plume moving southward off the Arsenal", no such groundwater plume has been identified by the extensive groundwater monitoring programs the Army conducts annually. The water table elevation in the southeast corner of RMA is approximately 5,300 feet above mean sea level (ft M S L), and the elevation of the water table at the South Platte River is approximately 5,000 ft M S L . Therefore, groundwater flows downhill generally from the southeast corner of RMA toward the South Platte River. Superimposed on the regional gradient is a groundwater mound in South Platte. The mound is created by leaking pipes, increased recharge from unlined ditches and ponded areas, and may also be the result of natural variations in the permeability of the alluvium and bedrock in the area. Groundwater in the area of the mound flows radially out from the mound in all directions. A groundwater divide occurs at the confluence of the regional flow system and the mound. As a result, groundwater

entering RMA from the southeast is forced to turn either east or west around the South Plants area. Water flowing south from the mound area is forced to change direction and join the regional flow system. The groundwater flow direction in the confined Denver Formation is also from southeast to northwest. Groundwater flow upgradient (southward) from the southern boundary of RMA is physically impossible.

In response to your comment requesting details about an alternative water supply, please see Paragraph 4 of the cover letter attached to these responses.

b. Structures

The Army realizes that there are remaining issues involving the selected remedy for RMA. The concerns about the short-term risks and effects of excavation and treatment were weighed against the potential long-term effects of containing the waste in place. The public has also been concerned about thermal processes such as incineration because of potential emissions. The Army's chosen remedy minimizes the short-term risks of exposure to workers and the community because soil-borne contaminants are left in place. The cap/cover and landfill designs will comply with applicable federal, state, and local regulations. Please see also the response for Comment number 1c below.

The future-use structures are those necessary for operation of the Refuge and for continued operation and maintenance of the selected remedy. The structures generally are warehouses, bunkers, the firehouse, a new Visitor's Center, a farmhouse, operations and maintenance (O&M) facilities in the vicinity of the present administration building, treatment system structures, and cap and landfill O&M structures. The structures will be used for the purposes of remediation, interpretive tours, and refuge management, including the U.S. Fish and Wildlife Service (USFWS) repositories. The USFWS is still in the process of determining the actual number of structures that will be necessary for Refuge management. These structures are indicated in Section 5 of the ROD.

c. Soil

The Army understands your concern that the soil be remediated properly, and believes that the approach of placing the nonhazardous material under the Basin A cover will adequately immobilize contaminants, will be protective of human health and the environment for the long term, and will provide a cost-effective method for disposal of nonhazardous materials. The principal threat and human health exceedance soil will be disposed in the on-post hazardous waste facility at RMA. In addition, a large volume of fill material will be required to construct the Basin A Consolidation Area, and the RMA nonhazardous material will satisfy that need. Furthermore, by using this nonhazardous material onsite, there will be no negative impact from a very large number of trucks moving through the surrounding community to transport nonhazardous waste and potential new fill material.

Your comment references the presentation on alternative remediation technologies during the winter of 1995, and you express concern that some of those technologies could have been used in the selected remedy, as well as expressing a desire for a slower remediation in order to use those technologies. The Army has received numerous public comments regarding both these issues through various avenues. Concerns were expressed by the public about many innovative technologies during the public process; many participants preferred proven technologies and minimal disturbance of the site. The Army has considered those concerns in choosing what it believes to be the best remedy for protection of human health and the environment, as well as one that is timely and cost-effective.

2. Trust Fund

During the formulation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operation and maintenance of the remedy. The Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the ROD. Principal and interest from the Trust Fund would be used to cover the costs of long-term operation and maintenance throughout the lifetime of the remedial program. These costs are estimated to be approximately \$5 million per year (in 1995 dollars).

The Parties intend that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remediation sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders and will be convened within 90 days of the signing of the ROD.

3. Health Monitoring

The effects on human and wildlife health of many of the compounds produced at RMA have been studied for many years, and this information is available at the Joint Administrative Record Document Facility (JARDF). Studies have been completed by the Agency for Toxic Substances and Disease Registry (ATSDR) independently and in conjunction with the Colorado Department

of Public Health and Environment (CDPHE). These studies showed no conclusive health impact on the communities surrounding RMA. Also, the final Public Health Assessment, produced by ATSDR, should be complete in the summer of 1996.

A Medical Monitoring Program for the surrounding communities has also been identified as part of the On-Post Proposed Plan. The primary goal of the Medical Monitoring Program is to monitor any off-post impact on human health due to the RMA remediation. Elements of the Program could include medical monitoring, environmental monitoring, or health/community education. This Program will continue until the on-post soil remediation is completed. A Medical Monitoring Advisory Group has been established to evaluate specific issues covered by the Medical Monitoring Program. The Group is composed of representatives of the Army, Shell Oil Company, the U.S. Environmental Protection Agency (EPA), CDPHE, Tri-County Health Department, ATSDR, the USFWS, Denver Health and Hospitals, and the Site-Specific Advisory Board. The Group also includes representatives from the communities of Montbello, Commerce City, Henderson, Green Valley Ranch, and Denver. The Army and Shell will fund ATSDR to conduct this effort in coordination with CDPHE. If you would like more information on the Medical Monitoring Program or wish to participate as part of the Medical Monitoring Advisory Group, please call Ms. Mary Seawell of CDPHE at 303-692-3327.

4. Wildlife

Your comment regarding the need for an explanation of what will be done to protect the wildlife during remediation is noted. During the remedial design and implementation phase after the ROD is signed, each project will include measures to minimize the impact on wildlife during implementation; these measures will vary according to the response action being taken. In addition, the USFWS will manage the wildlife populations and, in coordination with the Army and other Parties, monitor the protectiveness of the implementation measures taken.

The Biological Advisory Subcommittee (BAS) is currently evaluating which chemicals to use to evaluate wildlife health at RMA. Dioxin and furan sampling was undertaken by the CDPHE, and these results are currently being evaluated by the BAS.

5. Overall Plan

The Army is interested in public comments and concerns and has made a substantial effort to hear those concerns through the Restoration Advisory Board, the Site-Specific Advisory Board, stakeholder meetings, and also through avenues of public comment such as the comments on the On-Post Proposed Plan. The Army believes it has been consistent in representing the progress of the remedy to the public. In fact, the Army has held more than 20 public meetings and workshops in order to facilitate public input. Regarding your statement that the public was not invited to participate in the drafting of the Agreement for a Conceptual Remedy, the Army and other Parties

considered the public concerns and incorporated many as they drafted the Agreement. The Army believes the selected remedy is responsive to the public's concerns and is protective of human health and the environment.

In response to your last comment regarding the types of technologies reviewed, many technologies including those previously advanced by your organization were reviewed and considered before the selected alternative was chosen.

The May 30, 1995, letter you enclosed was also available and considered in the discussions leading to the June 13, 1995, Agreement for a Conceptual Remedy. Responses to those comments are attached.

**U.S. ARMY RESPONSES TO COMMENTS ON THE CONCEPTUAL AGREEMENT
COMPONENTS FROM THE SIERRA CLUB, ROCKY MOUNTAIN CHAPTER,
DATED MAY 30, 1995**

Global Issues

1. Lack of Detoxification

The RMA remedy was selected after considering issues such as short-term versus long-term effects and the preferences of the Parties and stakeholders involved in the process. The remedy includes continued water treatment at the boundaries and at existing internal systems, in situ solidification of Former Basin F, and, subject to the results of treatability testing and technology evaluation, use of innovative thermal technology for treatment of part of the Hex Pit material in addition to landfilling and containment. Extensive monitoring of soil, water, and air will ensure the safety of the public and indicate whether additional action is necessary.

2. Landfill Utilization

The new state-of-the-art, hazardous waste landfill will safely and permanently contain the waste. Monitoring will ensure that operational requirements are met. Please refer to the response to Comment 1 regarding treatment.

The sanitary landfills will be excavated. Human health exceedance material will be disposed in the new landfill. The remaining debris and soil will be consolidated under the Basin A cover.

3. Trust Fund

Please see the response to Comment 2 in your January 18, 1996, letter.

4. Research and Development

Treatability studies will be conducted as part of the remedial design phase for the innovative thermal technology selected for a portion of the Hex Pit materials. RMA will not serve as a national site for pilot testing of innovative technologies. It should be noted that several treatability studies have been completed for or at RMA, including enhanced soil vapor extraction, radio frequency heating, oxidation, sorption, and in situ biological treatment.

5. Arsenal Tours

RMA tours will continue during the remediation process, but will not be conducted in areas under remediation. Visitor safety will be ensured through controlled access and monitoring.

6. Wildlife Habitat

Please see the response to Comment 4 in your January 18, 1996, letter.

7. Dioxin Testing

Dioxin and furan sampling was undertaken by CDPHE, and the analytical results are presently being evaluated by the Biological Advisory Subcommittee. Although the Army believes that the currently identified contaminants of concern include all contaminants representing the greatest potential for risk, other contaminants may become a concern in the future (e.g., dioxin). In such an instance, the contaminant will be evaluated with respect to the remedy selected, designed, or implemented to ensure that the remedy remains protective of human health and the environment.

Site-Specific Issues

1. **Basin A:** The Army believes that the Basin A remedy will safely contain the waste without the risks associated with removal. You are correct that slurry walls and active dewatering (through) pumping have been proposed. However, groundwater modeling of the area showed that a slurry wall would add only minimal benefit because of the low-permeability soil in the area. It should be noted that groundwater migration out of Basin A is very slow. Migration rates will be further reduced through installation of the Basin A cover, which will passively dewater the area. Solidification of soil before placing it in Basin A would not reduce the risk further than containment and passive dewatering will.

2. Former Basin F

Treatability tests will be conducted to ensure that adequate solidification can be achieved. Solidification, combined with capping of the entire Former Basin F site (including the Basin F wastepile footprint), and therefore passive dewatering, will minimize contaminant migration. Due to past and expected future lowering of the water table in this area, chemical movement is not expected to be a problem.

3. Basin F Wastepile

Excavation will be conducted using vapor- and odor-suppression measures as necessary. In the event that the wastepile soil fails EPA's paint filter test, moisture content will be reduced to acceptable levels by using a dryer in an enclosed structure. Volatile organic compounds (and possibly semivolatile organic compounds) released from the soil during the drying process will be captured and treated; however, the main objective of this process is drying. Prior to excavation of the wastepile, overburden from the existing cover will be removed and set aside. The excavated area will be backfilled with on-post borrow material and stockpiled overburden.

4. South Plants

The excavation of 5 feet of principal threat and human health exceedance soil in the South Plants Central Processing Area is protective of human health and the environment. Excavation to a greater depth would cause problems such as interferences with sewer lines. The excavated area will be backfilled and protected with an additional 5 feet of soil cover.

5. North Plants

Human health exceedance soil will be excavated to a 1-foot depth in North Plants. The entire North Plants area will be contained under a 2-foot soil cover.

6. Pits/Trenches

Subject to the results of treatability testing and technology evaluation, approximately 1,000 bank cubic yards (BCY) of principal threat material from the Hex Pit will be treated using an innovative thermal technology. Solidification will become the selected remedy if evaluation criteria for the innovative technology are not met. The remaining 2,300 BCY will be excavated and disposed in the on-post hazardous waste landfill.

The mixture of solidification/stabilization agent to be used for the M-1 Pits will be determined through treatability testing during remedial design.

7. Chemical Sewers

For sewers located within the South Plants Central Processing Area and Complex Trenches area, the sewer void space will be plugged with a concrete mixture to prohibit access to these lines and to eliminate them as a potential migration pathway for contaminated groundwater. The plugged sewers will be contained beneath the soil cover or cap in their respective sites.

8. Groundwater

(a) The containment actions in Basin A and Basin F will result in passive dewatering (lowering of the water table through minimized infiltration). No further dewatering is necessary to achieve the required groundwater levels.

(b) Please refer to the response to Comment 1a in the January 18, 1996, letter.

(c) Shutoff criteria have been developed for the boundary systems to ensure that the systems will operate until water at the boundary has met these very specific criteria.

(d) Please refer to the response to Comment 1a in the January 18, 1996, letter.

9. Surficial Soils

The Biological Advisory Subcommittee (BAS) will continue to evaluate potential impacts on biota and recommend additional areas for remediation if necessary. In the event additional remediation is necessary, only the areas would change, not the remedies.

10. Off-Post Operable Unit

The 160 acres of soil off-post that you refer to were tilled to a depth of approximately 12 inches and were revegetated. A final inspection of the site will be conducted in late 1996.

11. Montbello

The Army and Shell will fund ATSDR to conduct an RMA Medical Monitoring Program in coordination with CDPHE. The program's nature and scope will include baseline health assessments and be determined by the on-post monitoring of remedial activities to identify possible exposure pathways to off-post communities, including Montbello.

**AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY**

**1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.**

**2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.**

**A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.**

**B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
SYSTEM) WILL BE COMPLETED BY THE 24TH MONTH AFTER THE INITIAL
PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.**

**C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.**

**D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF**

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

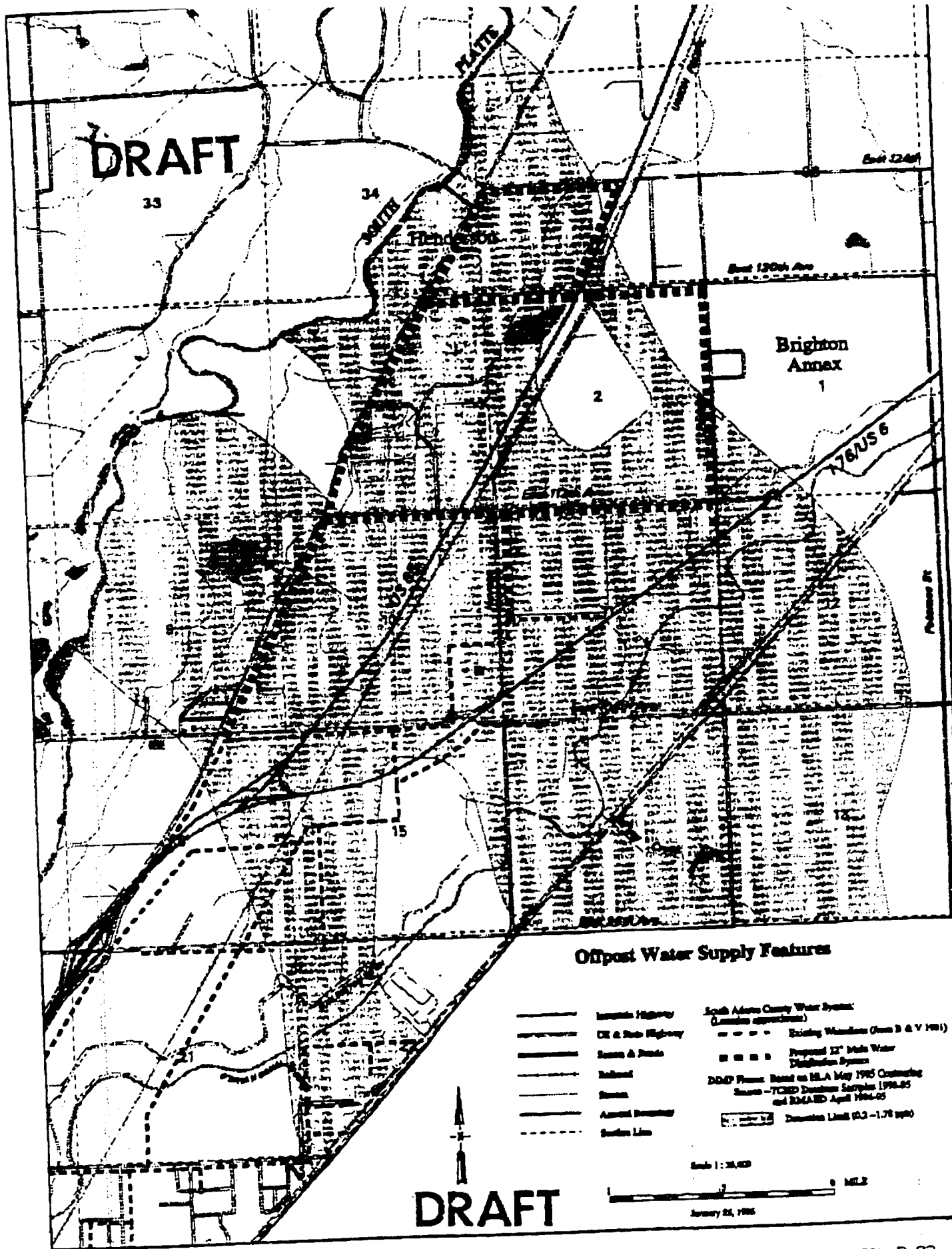
O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96



TOTAL P.02

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Public Meeting Transcript

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8 **ROCKY MOUNTAIN ARSENAL PUBLIC MEETING**
9 **ON THE PROPOSED PLAN FOR FINAL CLEANUP**
10 **November 18, 1995**
11
12
13 **Held at the Rocky Mountain Arsenal,**
14 **Building 111-A, commencing at 9:10 a.m., November 18,**
15 **1995, before Melanie L. Humphrey-Watkins, Registered**
16 **Diplomate Reporter and a Notary Public of the State**
17 **of Colorado.**
18
19
20
21
22
23
24
25

1 gentlemen.
2 In spite of the government shutdown, we
3 felt that this meeting was important enough to make
4 special funding arrangements for my people to be able
5 to come out here and interact with you all on the
6 proposed plan. And we were able to do that, thanks
7 to some special financial arrangements that we do
8 have and a special fund.
9 We feel that your input is critical and has
10 been. This is not the first time we have gone into
11 the public arena seeking your input and comments on
12 the final remedy of the Rocky Mountain Arsenal. And
13 that's really what we're here to address today. Your
14 input is important to us and has been over the past
15 two years that we've been in the public forum.
16 This is the official public meeting for the
17 Rocky Mountain Arsenal proposed plan under the CERCLA
18 process. And we would like to welcome you here this
19 morning. We hope you have an enjoyable experience.
20 Let's see. I guess about two years ago I
21 took you out and showed you my incinerator. I can't
22 do that today, folks. It's gone. I promised you I'd
23 start it up and operate it safely and shut it down,
24 and I'd tear it down. And it's torn down. So one
25 less thing on the landscape for you to see.

1 **PROCEEDINGS**
2 **(Meeting proceedings convened**
3 **9:10 a.m., November 18, 1995.)**
4 **MR. ZEIK SAIDMAN:** Let me introduce
5 myself. My name is Zeik Saidman. I've been asked to
6 facilitate this meeting today, this public meeting.
7 I work for the University of Colorado-Denver at the
8 graduate school of public affairs. And I'll explain
9 a little bit more my role in a couple minutes.
10 I want to turn it over to Patricio, who is
11 the interpreter, and he has a few minutes.
12 **(Discussion in Spanish off the record.)**
13 **MR. ZEIK SAIDMAN:** Thanks, Patricio.
14 The participants felt that it was --
15 the -- that it was important to have a translator
16 here, and we appreciate Patricio coming by.
17 I'm going to go over a proposed agenda and
18 desired outcomes for today's meeting and talk, also,
19 about the ground rules about how to conduct a
20 successful meeting.
21 And this is a -- the desired outcomes and
22 proposed agenda I'm going to go over. And we
23 have -- before we do that, we want to have a welcome
24 from Colonel Bishop.
25 **COLONEL BISHOP:** Good morning, ladies and

1 And usually, these prairie critters
2 generally put on a pretty good show, in spite of the
3 rest of it.
4 So please enjoy your day, give us your
5 comments. Thank you for coming out.
6 Zeik, it's all yours.
7 **MR. ZEIK SAIDMAN:** Thank you, Colonel.
8 Again, let me go through the desired
9 outcomes for today's meeting, make sure you're in the
10 right meeting and what we are planning to do today.
11 Desired outcomes for today's meeting is to
12 present to the community a proposed plan to remedy
13 the situation, answer questions about the proposed
14 plan, and listen to and officially record community
15 comments about the proposed plan. And we have a
16 court reporter over here.
17 How does that sound? And I need some kind
18 of feedback from you. Does that sound like the
19 desired outcomes for today's meetings? Is that your
20 expectations for today? Give me a few nods out there
21 if that's okay.
22 Okay.
23 All right. To get to that -- we're
24 starting a few minutes late. We'll go -- I think we
25 started about five, seven minutes late. We'll honor

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1 that and go on the other side of the time. But we're
2 going through the agenda right now. We had the
3 interpreter's comment, welcome from Colonel Bishop.
4 I will explain my role, going through the proposed
5 agenda, desired outcome.

6 We have ground rules for successful
7 meetings. I want to share with -- that with you in
8 a minute, an introduction of the panel. They'll
9 introduce themselves in a few minutes. We think
10 that will take about 15 minutes or so. Then
11 Charlie Scharmann has a video that maybe a few of you
12 have seen but probably many of you haven't, and that
13 runs about 15 minutes.

14 Then Charlie will go over the highlights of
15 preferred alternatives around water, structures,
16 soil, clarification period. We look at that lasting
17 about a half an hour.

18 Then we have a break, and I saw the
19 wonderful cookies and everything on the other side,
20 so we will take about a ten-minute break. And then
21 we have an hour for formal public comment period.
22 And if we need to take longer, we're willing to take
23 longer. But we've talked to people, and they like
24 the time agenda. They like to know that there's an
25 ending time for this. But again, the panel and the

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1 court reporter are willing to stay here till
2 everybody has a chance to be heard.

3 Okay? How does that agenda look? Does
4 that make sense to people?

5 Okay. All right. Let me talk about my
6 role a little bit.

7 I was asked to come in. Again, I work with
8 UCD, the graduate school of public affairs at the
9 university. And I'm a neutral. I don't have any
10 interest in the substantive matters of this -- of
11 these issues.

12 My job is to make the meeting run smoothly
13 and keep everything on track and focused. And if
14 it's okay with you, I'll act as a timekeeper so we
15 have a sense of how we're moving along. Is that
16 okay, that I be the timekeeper for today's meeting?

17 Again, your job is to say, "Okay. That
18 makes sense to me." Okay. All right.

19 AUDIENCE SPEAKER: What if we say no?

20 MR. ZEIK SAIDMAN: No? Do you have a
21 problem with that?

22 AUDIENCE SPEAKER: No. I say, what if we
23 say no?

24 MR. ZEIK SAIDMAN: Just say no. Just say
25 no and I'll ask you why.

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1 Thank you. Yeah, you can say no or say, "I
2 have a problem with that."

3 AUDIENCE SPEAKER: Because you've got a
4 watch.

5 MR. ZEIK SAIDMAN: I have a watch. And
6 I'm -- my job is to help enforce ground rules about
7 this meeting. And simply, our experience is that
8 certain meetings run better than others if people
9 follow these rules. And let me share them with you.
10 This is a graphic representation.

11 Respect each other's time. We want
12 everybody to have a chance to be heard. And maybe
13 you've been at or viewed a meeting where people will
14 go on and on and on, and other people that want to be
15 heard don't have a chance. When we have the formal
16 comment time, my suggestion is we run about
17 three minutes apiece. And if people have to speak
18 longer, they can come back around again.

19 But I think we can make -- everybody can
20 make cogent comments in three minutes. And of
21 course, there's public comment cards here -- are
22 they over there, Cathy?

23 MS. CATHY COFFEY-WEBER: Yes.

24 MR. ZEIK SAIDMAN: Public comments cards.

25 You can send in -- if you have something written out,

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1 you can send that in until December 15th, I believe.

2 So there's opportunities. And we would
3 just suggest that you highlight your comments in
4 those three minutes. Does that make sense to
5 people --

6 AUDIENCE SPEAKER: Yes.

7 AUDIENCE SPEAKER: Yes.

8 MR. ZEIK SAIDMAN: -- in terms of time?

9 Okay. Because I know that -- again, we
10 will stay here as long as we need to, but there are
11 some bus tours scheduled and those kind of things.

12 No shaggy dog stories. And that simply --
13 that doesn't mean that you couldn't bring your pet;
14 that just means that we're trying to stay on the
15 topic. We're trying to stay on the topic, which is
16 the proposed final plan. And I will occasionally
17 intervene if we feel that you're off on some other
18 topic that we can put in what we call a bin, we can
19 get to come back to that. And some people may want
20 to talk to you; I'm sure some of the panelists
21 would. But this is on the proposed final plan. I
22 would definitely come back.

23 This is a cowboy with a gun. And
24 basically, it's hard on the issues, easy on the
25 people. These are complicated problems. They're

1 not -- there's not very -- there's not a lot of
 2 easy answers to this thing. So hard on the issues,
 3 easy on the people. You know, personal attacks, I
 4 will try to intervene on those kind of things.
 5 The colonel -- I didn't think it was
 6 proper for me to interrupt the colonel, but we're
 7 trying -- at least probably for the facilitator.
 8 When we use acronyms and jargon -- help me out, too.
 9 I might miss them but we'll try to have people
 10 explain to us. Especially when you're in the
 11 culture, you start using them, and people don't
 12 know -- the public doesn't know what you're talking
 13 about sometimes.
 14 Keep side conversations to a minimum. It's
 15 distracting to your neighbors and people up front if
 16 you're talking and having long conversations.
 17 Listen -- this is an ear. Can you see
 18 that now? I want to put this up a little higher.
 19 Listen for understanding. Listen, panelists,
 20 audience. Listen for understanding.
 21 In our society we tend to think about
 22 reloading versus listening. Okay. Well, let's try
 23 to listen to each other.
 24 And take care of your personal needs. We
 25 rent coffee so you don't need a hall pass from me or

1 anything like that.
 2 Okay. So does that make sense in terms of
 3 running a successful meeting? Is there anything else
 4 that we should add? Does everybody agree with that?
 5 Again, nods. Let me ask you this: Whose
 6 responsibility is it to enforce these ground rules?
 7 AUDIENCE SPEAKER: You.
 8 AUDIENCE SPEAKER: Yours.
 9 MR. ZEIK SAIDMAN: And everyone. It's all
 10 of our responsibility. So if that's okay with
 11 everybody, let's try to honor those.
 12 MR. RICK WARNER: Could I make a request?
 13 MR. ZEIK SAIDMAN: Yeah.
 14 MR. RICK WARNER: Those ground rules are
 15 fine with me if you allow this meeting to go on for
 16 as long as it takes, even if that's several days.
 17 MR. ZEIK SAIDMAN: Did you come in late?
 18 MR. RICK WARNER: Yes.
 19 MR. ZEIK SAIDMAN: Because I mentioned that
 20 several times, that anybody --
 21 MR. RICK WARNER: Okay.
 22 MR. ZEIK SAIDMAN: -- who needs to be heard
 23 and feels they didn't have the chance to be heard, we
 24 are going to take that opportunity. The panel is
 25 willing to stay here, and so is the court reporter.

1 But we are asking people to limit their
 2 comments up front to about three minutes apiece, and
 3 then the next person can speak so everybody has an
 4 opportunity to speak. And that person can come back
 5 and speak again and speak as long as they want.
 6 Is that okay with everybody?
 7 Okay. All right. And I think -- let's
 8 see. Now we're at the point right now where I
 9 introduce the panel, and the panel will give their
 10 name and organizations. And when you speak, also
 11 just give your name, too, and if you're with an
 12 organization.
 13 Charlie?
 14 MR. CHARLES SCHARMANN: I'm Charlie
 15 Scharmann. I'm the technical director out here for
 16 the Army. I coordinate the technical aspects of the
 17 cleanup program for Colonel Bishop, and I'll be
 18 taking about some of those things this morning.
 19 MR. ZEIK SAIDMAN: Okay. Barbara.
 20 MS. BARBARA NABORS: Good morning. I'm
 21 Barbara Nabors. I'm an engineer with the State, and
 22 I serve as the coordinator for our staff at the
 23 Colorado Department of Public Health and
 24 Environment. I'm really pleased to see a lot of new
 25 faces out here than we have had at some of the

1 previous meetings. This meeting represents kind of a
 2 culmination of years of work between all of the
 3 parties, and so it's really important that you take
 4 this opportunity to give us your comments, either
 5 verbally today or later, through the mail.
 6 The world at stake here at the Arsenal is
 7 one of watchdog. We have to make sure that the broad
 8 spectrum of environmental laws of the State are
 9 followed and represent the citizens of Colorado.
 10 MR. ZEIK SAIDMAN: Thank you, Barbara.
 11 Can everybody hear the panelists?
 12 AUDIENCE SPEAKER: Yes. Yes.
 13 MR. ZEIK SAIDMAN: We had a -- Murphy's
 14 law. We had a little technical difficulty with the
 15 mics this morning. And so just put your hand up if
 16 you have trouble hearing any of the people speaking.
 17 Laura?
 18 MS. LAURA WILLIAMS: Good morning. I'm
 19 Laura Williams. I'm the team leader for the
 20 Environmental Protection Agency here at the Arsenal.
 21 And I first would like to personally acknowledge the
 22 commitment and energy that each one of you
 23 demonstrates just by being here this morning. I know
 24 it takes time and effort to actually come out to one
 25 of these meetings.

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1 Public involvement and comment process for
2 EPA -- I'm sorry, that's Environmental Protection
3 Agency -- is very important to me, as well as the
4 Agency, and so I strongly encourage each and every
5 one of you to make use of this time and to provide
6 your comments to us.

7 In fact, I know it's not fashionable to
8 support the government, but if you actually like the
9 remedy, it's all right to say so here, as well, and
10 none of us will hold it against you. So please feel
11 free.

12 The remedy that results from this proposed
13 plan that we're discussing today is a commitment that
14 the parties you see up here today are making to clean
15 up the Arsenal. But I want you to know that it
16 doesn't end the public comment process. You're
17 welcome to provide more input as the designs continue
18 and as cleanup continues. And in fact, we would
19 welcome that partnership with the community.

20 Thank you.

21 MR. ZEIK SAIDMAN: Thank you, Laura.
22 Ray?

23 MR. RAY RAUCH: My name's Ray Rauch. I'm
24 the project leader for the Fish and Wildlife Service
25 out here at the Arsenal. I do like to thank you for

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1 coming out on this very nice day. I think we'd all
2 like to be outside somewhere. But this is very
3 important. It's kind of a milestone here. And I'd
4 also like to tell you why the Service is involved
5 out here.

6 We have two concerns out here. One, we're
7 a co-trustee for natural resources here at the
8 Arsenal. And secondly, with the refuge act passed
9 in '92, this will be a national wildlife refuge, and
10 the Service has been charged with managing as if it
11 was a national wildlife refuge now, subject to the
12 cleanup.

13 Again, thank you for coming out.

14 MR. ZEIK SAIDMAN: Thank you, Ray.
15 Michael?

16 MR. MICHAEL ANDERSON: Good morning. My
17 name is Mike Anderson. I'm the project manager with
18 Shell Oil Company. Shell has been active in the
19 actions that have taken place out here at the Arsenal
20 over the last ten years or so. And we are committed
21 to follow through on the safe and effective cleanup
22 of the Arsenal.

23 We have very much appreciated the
24 participation by stakeholders in participating in
25 giving us your thoughts on where the remedy for the

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1 Rocky Mountain Arsenal ought to be, and we appreciate
2 you all coming out this morning so we can hear any
3 additional concerns that will help us move forward
4 with the remediation.

5 MR. ZEIK SAIDMAN: Thank you, panel.

6 I think now we're about on time for showing
7 the video. How many -- just curious. How many of
8 you have seen the video?

9 Oh. Okay. About a third of the room.

10 Well, Charlie, I'm going to turn it over to
11 you for your presentation.

12 MR. CHARLES SCHARMANN: Okay.

13 MR. ZEIK SAIDMAN: We have to hand off the
14 mic here.

15 MR. CHARLES SCHARMANN: Okay.

16 Good morning again and welcome. I see some
17 familiar faces. I'm glad to see you back out here.
18 I see some new faces. I welcome you and hope you
19 continue to stay interested in the Arsenal program.

20 We have monthly meetings with what we call
21 our Restoration Advisory Board the first Thursday of
22 every month, and that's another opportunity for folks
23 to come out and just check on the status of things.
24 But this is a big milestone for us here at the
25 Arsenal for the cleanup program and, again,

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1 appreciate your time this morning.

2 One of the things that we're trying to do
3 today is make sure that everyone understands what
4 we're proposing to do at the Arsenal. And we're
5 going to do a couple things, try not to spend too
6 much time. I know some of you have seen the video
7 before, but I want to go over it, and I'll spend some
8 time hitting the highlights of it. And we're just
9 trying to do our best to make sure that you
10 understand the details -- or the proposal that we
11 have so that you can make informed comment, either
12 today or in writing by December 15th.

13 So again, to reemphasize, the goal is to
14 try to make sure that you do understand, you know,
15 what we're proposing.

16 In addition to myself, we have the other
17 parties here to answer questions, clarify what we're
18 proposing. We also have various technical experts
19 from the different agencies and the Army who prepared
20 the documentation that supports this decision or this
21 proposal.

22 I point out that a lot of the technical
23 work behind it -- an example of that is the report
24 sitting over on this table. I know many of you would
25 say you don't want anything to do with that level of

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1 paperwork, so we prepared a proposed plan, and it is
2 a summary of all the studies that have been done --
3 done out here.

4 So what we're going to do -- let me just
5 spend a minute on where we've been and kind of where
6 we're going as a form of introduction to the video.

7 This lays out the steps of how we get toward a
8 decision and where we move once we make a decision.

9 Some of you may have seen the poster out
10 front here that's entitled "The Road to the Record of
11 Decision." And this is the same steps are shown here
12 on this slide.

13 What we have, basically, up in this area
14 here, are the -- is the study phase. We do studies
15 to find out where contamination is, we do a risk
16 assessment to see what effect the chemicals may have
17 on people or on the environment, and then we do a
18 feasibility study to look at different options.

19 And this is where we are right now. We're
20 at the proposed plan, where we have a recommended
21 preferred alternative. And if we stay on schedule,
22 we will have a final record of decision by June of
23 next year. So that kind of gives you an idea of
24 where we are in the program.

25 During -- and while we've been doing

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1 studies, we've also been doing some interim response
2 actions, as we refer to them, and these are cleanup
3 actions that everyone has decided needs to happen
4 before a final remedy.

5 After June of next year we would move into
6 design and cleanup. And then where we go from there,
7 in, hopefully, about ten years, we have the
8 Rocky Mountain Arsenal National Wildlife Refuge. So
9 that's kind of long term. That is our goal. I
10 apologize for the handwriting.

11 There we go.

12 AUDIENCE SPEAKER: Charlie, would you mind
13 slipping that up a little bit on the screen?

14 MR. CHARLES SCHARMANN: Sure. And you can
15 see I'm not a . . .

16 So that is our long-term goal. And we keep
17 that in mind, that once we're finished with the
18 cleanup program out here, we will have, hopefully, an
19 asset for the community, one that the local community
20 can enjoy and, hopefully, will be of national pride,
21 as well.

22 With that as a form of introduction, some
23 of this will be covered in the video probably a
24 little more clearly, and after that I'll take some
25 time to just go through some of the highlights of the

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1 proposed plan, and we'll give you an opportunity to
2 ask questions to clarify and make sure we all
3 understand what the proposed plan is.

4 So with that, Steve, we can . . .

5 (Following is the text of the
6 videotape shown.)

7 FEMALE COMMENTATOR: There are many
8 chapters in the past, present, and future of the
9 Rocky Mountain Arsenal, from native prairie to ranch
10 and farmland, to manufacturing site of chemical
11 weapons and pesticides, to Superfund sites, to the
12 national wildlife refuge. The Arsenal is now
13 returning to its roots. This video focuses on an
14 important milestone, the Army's proposed plan for the
15 Arsenal's cleanup and the key role you play in the
16 Arsenal's future.

17 Following years of study, litigation, and
18 months of meetings, the Army, Shell Oil Company, the
19 State of Colorado, the U.S. Environmental Protection
20 Agency, and the U.S. Fish and Wildlife Service have
21 finalized and support an agreement for the preferred
22 remedy for the Arsenal.

23 Extensive public involvement helped shape
24 this agreement by making the parties aware of key
25 community issues. Public input ensured, among other

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1 things, that there will be no incineration of soil;
2 that there will be development of a medical
3 monitoring program to ensure that community health is
4 not affected by cleanup; that water would be supplied
5 to the South Adams County Water and Sanitation
6 District; and that people whose wells are affected by
7 the chemical DIMP have access to a new drinking water
8 supply.

9 Also, to avoid excavating dangerous waste,
10 trenches used by the Army for hazardous waste
11 disposal will be covered with concrete and capped.
12 This agreement serves as the basis for the Army's
13 on-post proposed plan for cleanup of the Arsenal.

14 You'll see how this critical juncture was
15 reached through a brief history of the Arsenal and
16 its role in our community and a recap of cleanup
17 activities that have been completed or are ongoing.

18 The Arsenal is a 27-square-mile site
19 located 10 miles northeast of downtown Denver and
20 adjacent to Commerce City and Denver's Montbello
21 community. Buffalo herds and native Americans once
22 shared its wild prairie. Settlers and farmers moved
23 in and worked the soil until the U.S. Government
24 acquired the land so the Army could produce chemical
25 weapons during World War II.

1 Following the war private industry leased
2 Arsenal facilities. The largest of these, Shell
3 Chemical Company, produced pesticides from 1952 to
4 1982 at the Arsenal.

5 Waste generated by military and industrial
6 manufacturing were disposed of by commonly used
7 practices of the time. This led to contamination of
8 ground and surface water and soil from the burying of
9 toxic waste and the use of open basins, A through F,
10 for the evaporation of liquid waste. Contamination
11 also occurred from wind dispersion, sewer line leaks,
12 and accidental spills.

13 The first sign of contamination was
14 discovered north of the Arsenal in the mid-1950s,
15 when groundwater caused crop damage on nearby farms.

16 Since the 1970s the Army and Shell have
17 systematically investigated the contamination sources
18 and have dealt with areas of major concern. Today
19 there are no chemicals or weapons produced at the
20 Arsenal, and the final cleanup plan is now proposed.

21 The Army has the lead role and is
22 responsible for the safe, effective cleanup of the
23 Arsenal. Shell assists the Army in a variety of
24 studies and projects and shares remediation costs.

25 The State of Colorado and EPA ensure that

1 State and Federal regulations are met and that public
2 health and the environment are protected. EPA makes
3 the final decision if there is a dispute.

4 The Fish and Wildlife Service manages the
5 more than 300 species of animals living at the
6 Arsenal, which will become a national wildlife
7 refuge, as mandated by Congress, when cleanup is
8 complete.

9 What is the status of the Arsenal today?

10 COLONEL BISHOP (on video): Today all the
11 parties are working together to try to finalize the
12 final remedy selection for Rocky Mountain Arsenal. I
13 would like to point out that a significant amount of
14 reduction of risk to both wildlife and people has
15 already occurred through the outstanding success of
16 our interim response action program.

17 FEMALE COMMENTATOR: Interim response
18 actions have been used to contain or eliminate some
19 of the contamination problems while the final cleanup
20 solutions were being determined. Examples are the
21 excavation of the waste disposal basin, Basin F, and
22 destruction of its liquid waste through the submerged
23 incinerator.

24 Sludge from the basin was excavated and
25 stored in a fully enclosed waste pile, which will be

1 dealt with as part of the final remedial actions.

2 The more contaminated soil remaining in Basin F will
3 be solidified in place and capped.

4 In June 1995, after two years of operation,
5 the incinerator completed the destruction of more
6 than 11 million gallons of hazardous liquid drained
7 from Basin F. The incinerator has been sold and is
8 in the process of being cleaned and dismantled.

9 Other interim response actions at the
10 Arsenal include improvement of the groundwater
11 treatment systems, the closure of the hydrazine
12 rocket fuel facility, dust control, asbestos removal,
13 wastewater treatment, covering and revegetation of
14 disposal areas, and the removal of chemical- and
15 weapons-manufacturing equipment.

16 The groundwater treatment facilities
17 continue to treat contaminated groundwater before it
18 leaves the Arsenal. More than 1 billion gallons of
19 water are treated each year. These systems will
20 continue to be an important part of treating
21 contamination at the Arsenal in the proposed plan.

22 To understand the cleanup process, it's
23 important to look at the systematic investigation
24 that the Army has undertaken.

25 The first questions the Army had to answer

1 about contamination at the Arsenal were, "What and
2 where is it?"

3 More than 50,000 samples were taken in
4 ground and surface water, air, soil, and structures
5 on the Arsenal. The findings have been summarized in
6 more than 230 reports. The air quality is
7 continually monitored on the Arsenal. Today test
8 results show air quality is superior to that of
9 nearby urban areas.

10 Contaminants are found in water,
11 structures, and soil. More than 320 locations of
12 suspected contamination were examined, and of those,
13 178 sites containing measurable levels of
14 contamination were identified. Most of the sites are
15 in the central sections of the Arsenal, in and around
16 manufacturing complexes and in solid and liquid waste
17 disposal areas, basins, and sewer lines. The
18 contaminants of greatest concern at the Arsenal
19 include pesticides, chemical munitions by-products,
20 heavy metals, and solvents.

21 Samples taken at the Arsenal indicate that
22 some wildlife also were affected by contamination in
23 the water and soil. The current and future cleanup
24 will eliminate ways people and wildlife can be
25 exposed to contamination.

Page 25

1 MR. RAY RAUCH (on video): The overall
 2 health of most wildlife at the Arsenal is very good.
 3 The best thing now for the refuge and the wildlife is
 4 to move forward with the cleanup.
 5 FEMALE COMMENTATOR: What will be done
 6 about the contamination of water, structures, and
 7 soil at the Arsenal?
 8 Army experts have explored many possible
 9 alternatives, which are discussed in the Army's
 10 detailed analysis of alternatives. Their proposed
 11 plan summarizes the Army's findings and reflects the
 12 agreement of the parties on the preferred method of
 13 cleaning up the Arsenal.
 14 Each alternative is evaluated by these
 15 criteria: Will it protect human health and the
 16 environment? Does it comply with laws and
 17 regulations? Will it be effective long term? Will
 18 it reduce contamination? Will workers, the
 19 community, and the environment be affected during
 20 implementation? How reliable and doable is the
 21 alternative? Is it cost-effective? How is the
 22 cleanup recommendation accepted by regulatory
 23 agencies and the public?
 24 EPA takes its oversight responsibilities
 25 very seriously. These criteria ensure that a

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1 cost-effective yet protective remedy is located.
 2 Different areas will need different cleanup
 3 approaches, and some might be a combination of
 4 methods. Here is a brief overview of the way the
 5 proposed plan deals with water, structures, and
 6 soil:
 7 For water the proposed plan recommends
 8 continued operation of the boundary and other
 9 groundwater treatment systems well into the future,
 10 installation of a new groundwater system for a
 11 contamination plume northeast of the Army disposal
 12 trenches near Basin A.
 13 The Army and Shell will provide or arrange
 14 for 4,000 acre-feet of water for the South Adams
 15 County Water and Sanitation District. The off-post
 16 DIMP chemical plume will continue to be monitored.
 17 And, in addition to those who were provided
 18 new drinking water initially, well owners who in the
 19 future detect concentrations exceeding the State
 20 standard will be provided an alternative water
 21 supply.
 22 Continued operation of the off-post
 23 groundwater treatment system and maintaining high
 24 lake levels on-post to keep contamination from moving
 25 into them.

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1 MS. BARBARA NABORS (on video): Water
 2 issues have been a very important part of these
 3 cleanup decisions, and this remedy addresses
 4 citizens' concerns for a safe drinking water supply.
 5 FEMALE COMMENTATOR: In the proposed plan
 6 the term "structures" includes buildings,
 7 foundations, basements, tanks, pipelines, and other
 8 man-made items.
 9 Almost all of the structures will be
 10 demolished. All structures contaminated with warfare
 11 chemicals and significant levels of other
 12 contamination will be demolished and placed in the
 13 on-site hazardous waste landfill.
 14 Other structures will be demolished and
 15 used in Basin A as part of the fill needed to
 16 construct a large cap over the basin. This cap
 17 consists of multiple layers, topped by a grassy
 18 cover.
 19 Caps over more contaminated materials will
 20 be further enhanced, and if buildings are found to be
 21 contaminated with certain levels of warfare
 22 chemicals, they will undergo a special caustic
 23 washing treatment before being placed in the new
 24 on-site hazardous waste landfill.
 25 The major task facing the Army and Shell is

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1 the soil remediation. The proposed plan recommends
 2 building a state-of-the-art hazardous waste landfill
 3 for soil and debris that will meet or exceed Federal
 4 and State regulations.
 5 The landfill, which will accept material
 6 only from the Arsenal, will include a double-liner
 7 system, liquid leak detection and collection systems,
 8 and a permanent groundwater monitoring program. In
 9 addition, specially constructed triple-lined cells
 10 will be included to hold the most contaminated soil.
 11 The landfill will have a protective cover that meets
 12 regulations.
 13 Dirt from the Basin F waste pile and highly
 14 contaminated soil from the lime basins will be placed
 15 in triple-lined landfill cells. Some of the dirt in
 16 the waste pile is wet and will need to be dried
 17 before placement in the landfill.
 18 Contaminated soil from such areas as the
 19 weapon and pesticide manufacturing areas, chemical
 20 sewers, and other landfills will be excavated and
 21 placed in the landfill.
 22 Soil from the waste disposal basin known as
 23 the M-1 basin will be treated, then placed in the
 24 landfill. Treatment for the Hex pits has yet to be
 25 determined. The excavated areas will be covered with

1 soil varying in thickness.

2 The Shell and Army disposal trenches will
3 have underground walls built around them and will
4 have a cap or cover meeting or exceeding Federal and
5 State regulations.

6 Areas where concentrations of contaminants
7 in soil may not present much of a threat to animals,
8 such as in the secondary basins and surficial soil,
9 along with debris from former sanitary landfills,
10 will be placed in Basin A as fill.

11 Munitions debris will be excavated and
12 placed in the hazardous waste landfill. If munitions
13 containing explosives are found and can be moved
14 safely, they will be shipped off-site for
15 detonation. If not, they will be detonated on-site
16 by Army specialists. The basin will then be covered
17 with concrete and a soil cap to protect wildlife.

18 The cost of the proposed cleanup, including
19 money spent to date by the Army and Shell, is
20 approximately \$2 billion. Cleanup could take ten
21 years or more, depending on the manner in which
22 Congress allocates funds to the Army. Final cleanup
23 will ensure a healthy future for the Rocky Mountain
24 Arsenal.

25 In 1992 Congress directed the U.S. Fish and

1 Wildlife Service to manage the Arsenal as a national
2 wildlife refuge.

3 The Rocky Mountain Arsenal National
4 Wildlife Refuge provides important habitats -- food,
5 water, and shelter -- for a diversity of wildlife,
6 including threatened species. It also presents
7 educational and recreational opportunities for refuge
8 visitors.

9 The public plays an important role in the
10 ongoing cleanup process. Public meetings,
11 discussions with individuals, and tours of the
12 Arsenal all provide information for the public and
13 allow them to take part in the ongoing public comment
14 process.

15 The Army, Shell, EPA, the State, and
16 Fish and Wildlife Service would like your comments on
17 the proposed plan and encourage you to take an active
18 role in the cleanup activities at the Rocky Mountain
19 Arsenal.

20 A series of informational meetings and
21 workshops will continue to allow public involvement
22 as we move toward the final record of decision, which
23 is expected in mid-1996.

24 Decisions made in the coming days will help
25 shape the future of the Arsenal and its neighbors for

1 years to come. A safe, successful cleanup will
2 provide yet another chapter in the long history of
3 the Arsenal. This next chapter will allow the
4 Arsenal to return to its roots as a place where
5 wildlife finds safe water, while affording neighbors
6 an opportunity to discover the joys of wildlife and
7 nature.

8 (Conclusion of videotape.)

9 MR. ZEIK SAIDMAN: Several -- where's
10 Bill? Several thousand of those videos have gone out
11 and are available.

12 MS. CATHY COFFEY-WEBER: One thousand.

13 MR. ZEIK SAIDMAN: One thousand. Okay.
14 And there's a -- are videos available for people.

15 MS. CATHY COFFEY-WEBER: Videos are
16 available at local grocery stores and video stores in
17 Commerce City and those stores close to the Montbello
18 community and they're free. Just ask at the video
19 counters, and they'll be made available to you.

20 MR. ZEIK SAIDMAN: And I want to point out
21 that people appearing in the film have not received
22 any royalties for their parts in the video.

23 Okay. Charlie's going to talk a little bit
24 more about preferred alternatives, water, structure,
25 and soil, and then we'll have a time period for

1 clarifying questions about what he said or anything
2 on the video.

3 Charlie?

4 MR. CHARLES SCHARMANN: Okay. Actually,
5 I'd just like to take a couple minutes and go over
6 with you some of the thinking behind the preferred
7 alternatives. Some of the discussions that have gone
8 on over the past couple years with the parties and
9 the community, I think, are fairly important, and I'd
10 like to take a chance to just go through, for each of
11 the water, structures, and soil, just recap it
12 quickly and give you an idea of what some of the
13 discussions and thinking behind the cleanup
14 options is.

15 I would ask you, if you -- something just
16 doesn't make sense, you need to clarify it, please
17 raise your hand. I'm going to stop after each
18 segment and see if there are any questions.

19 If you have comments, you don't like
20 something, you do like something, you have a concern,
21 I would ask that those type of comments be delayed
22 until the next section after the break; we'll have a
23 period of time just to go through comments.

24 So that -- I'm going to start with
25 water -- and I know this overhead is not the

1 best -- and just point out to you where you are.
 2 This is 56th Avenue down here, 96th Avenue
 3 to the north, Buckley Road to the east, Quebec Street,
 4 and Highway 2. You either came in the Arsenal on
 5 Havana, down here, or 72d Avenue, here. And we are
 6 roughly right here.

7 So the idea for groundwater is to build,
 8 basically, layers of protection. We have several
 9 groundwater treatment systems already operating, both
 10 on the Arsenal and off the Arsenal, and the idea is
 11 to get layers of redundancy, if you will.

12 Most of the source areas are in the center
 13 of the Arsenal, and we have a series of groundwater
 14 treatment systems already in place. Basin A neck is
 15 located here. Northwest boundary, north boundary,
 16 and our Irondale water treatment system. We also
 17 have a well that pumps water north of the Basin F --
 18 this is Basin F. We have a well that pumps water
 19 back to the Basin A neck area.

20 So the idea there is to go back and treat
 21 groundwater, in some cases, very close to the sources
 22 but, at a minimum, keep contaminated groundwater from
 23 leaving the Arsenal. Our boundary systems have been
 24 doing that for several years. And again, we treat
 25 over a billion gallons of groundwater each year.

1 In addition to what we have on-site -- I
 2 should mention, in addition to what systems we
 3 already have installed, we are planning to install
 4 another one in this location, and that's by our Army
 5 trenches area. And that's an additional system
 6 that's part of this final remedy.

7 In addition to what we have on-site, many
 8 of you may have seen our groundwater treatment system
 9 off-site. It's located north of the Arsenal about a
 10 half a mile, on Peoria, and it was installed in
 11 1991. And its objective is to treat groundwater that
 12 went off the Arsenal prior to our boundary systems
 13 being installed.

14 So what we have, again, are layers of
 15 protection there, as far as groundwater and
 16 contaminated groundwater migration. If -- we want to
 17 capture it before it gets out into the community.

18 The video mentioned -- and a very important
 19 aspect of it -- was the provision of a water supply
 20 to South Adams County. Many of you are aware of
 21 this, making arrangements for provision of
 22 4,000 acre-feet to South Adams County, and South
 23 Adams County, the Army, and Shell are in detailed
 24 discussions right now. They will be ongoing over the
 25 next several months and beyond to work out the

1 solution as to what supply may be available to
 2 provide that 4,000 acre-feet to South Adams County.

3 There are South Adams County
 4 representatives here this morning, I believe, so if
 5 you have questions, you not only get the Army's
 6 perspective or Shell's perspective; South Adams
 7 County, I believe, will be available to talk about
 8 that, as well.

9 The other aspect of the water remedy deals
 10 with the hookup or the provision of an alternate
 11 supply to folks in an area that is defined by where
 12 the chemical DIMP has migrated off the Arsenal
 13 historically.

14 And I put up this map. This is the general
 15 area. What we have -- again, this is Highway 2.
 16 This is 96th Avenue, 104th, 112th, 120th. Hopefully,
 17 that gives you an idea as to where the area is.

18 We will be doing additional sampling out in
 19 this area to better define the geographic limitations
 20 as to where we are going to provide an alternate
 21 supply. But this is a -- gives you a general idea
 22 of where it is that we're looking at. And the idea
 23 there is, because this area has DIMP in it -- and
 24 you may be aware that the State of Colorado and the
 25 Army have had disagreements over the years as to what

1 a cleanup level would be for DIMP.

2 Because of some of that, we have made
 3 arrangements to make an alternative water supply
 4 available to the folks in that area. And it may
 5 consist of a hookup to a municipality, whether it be
 6 South Adams County or Brighton -- they both service
 7 that -- those areas -- or the installation of a new
 8 drinking water well. Again, that would be a safe
 9 supply for folks out in that area.

10 So that --

11 MR. ZEIK SAIDMAN: Charlie, would you say
 12 what DIMP was again.

13 MR. CHARLES SCHARMANN: DIMP is an Army --
 14 the by-product of Army chemical production. It's
 15 diisopropyl methylphosphonate, if that means anything
 16 to you. Doesn't mean anything to me. But it is not
 17 a chemical agent. It is a by-product of those -- of
 18 the production, operation of that, by the Army.

19 And we've had probably some meetings with
 20 many of you on that particular issue.

21 MR. ZEIK SAIDMAN: Okay.

22 MR. CHARLES SCHARMANN: That covers the
 23 water. Are there any questions of clarification on
 24 what we're proposing for water?

25 MS. CHERYL SHIMICH: My name is

1 Cheryl Shimich. I'm from Thornton. And on page 2 of
2 that --

3 THE COURT REPORTER: I can't hear you.

4 MS. CHERYL SHIMICH: Yes. I was just
5 wondering if you'd help me understand something.

6 On page 2 of the proposal that you handed
7 out and in your video you mentioned like a billion
8 gallons of water a year is treated on those -- the
9 boundary.

10 Could you help put that in perspective for
11 me? Is that billion gallons a percentage of total
12 contaminated groundwater that you're dealing with?
13 Or do you deal with 100 percent of the contaminated
14 groundwater? Could you give me some percentages,
15 please.

16 MR. CHARLES SCHARMANN: Sure. I'll give it
17 a shot.

18 Again, what we have -- that's not only our
19 boundary systems, which included Irondale, northwest,
20 and north, but it also includes our off-post system,
21 which is not on this map. But again, it's about a
22 half mile north of the Arsenal, is our treatment
23 system.

24 What we have is, starting at the source
25 areas on the Arsenal, we have groundwater plumes with

1 contamination flowing to the -- toward the Arsenal
2 boundaries. And these boundary systems are located
3 in areas to make sure they capture all the
4 contamination before it leaves the Arsenal. So we do
5 have effective capture. We don't have groundwater
6 contamination moving off the Arsenal.

7 So that -- as far as 100 percent, those
8 systems were designed and improved over time to make
9 sure that we don't have additional groundwater
10 contamination moving off the Arsenal.

11 Our off-post system is located in an area
12 where we are again capturing groundwater
13 contamination. It does not capture every portion of
14 the off-post area. They're located in a significant
15 area where we have contamination above health
16 standards, and we want to make sure that the
17 contamination in groundwater that is above health
18 standards doesn't move any further than where it is
19 right now.

20 So as far as on the Arsenal, what we have,
21 we have a couple of systems -- I failed to mention
22 it. We have another system down in this area where
23 we have a historical source, and we have our Basin A
24 neck system, which is in the vicinity of -- of
25 Basin A, and our South Plants areas here.

1 Those systems -- the purpose of those is
2 to go back closer to the sources. What you have is a
3 lower amount of groundwater at that location. So
4 instead of having several hundred gallons a minute,
5 you have 10 to 20 gallons a minute, and that amount
6 of water is more highly concentrated. So you can
7 treat a more highly concentrated water in a lower
8 amount, and it's a lot more effective to do that, to
9 go back toward the sources.

10 Okay? But as it moves toward the boundary,
11 it may become more dilute. You have an additional
12 volume of water to deal with, and it's a little less
13 efficient, but at the same time, it's very important
14 that we have those boundary systems operate to make
15 sure contamination doesn't move off the Arsenal.

16 And the nature of the groundwater cleanup
17 is that it doesn't happen very quickly. And many of
18 these systems will be operating tens -- if not a
19 hundred years or more -- before we actually could
20 clean the groundwater.

21 MR. ZEIK SAIDMAN: Okay. Does that answer
22 your question?

23 MS. CHERYL SHIMICH: Yes, thanks.

24 MR. ZEIK SAIDMAN: Any other
25 clarifying questions to Charlie? This is the

1 clarifying-questions period. Over here.

2 AUDIENCE SPEAKER: Charlie --

3 MR. ZEIK SAIDMAN: Can you use the mic.

4 AUDIENCE SPEAKER: Well, just a quick
5 question.

6 Charlie, I've got a two-page comment that
7 I'm formally going to read and some other stuff. Do
8 you want me to wait till the formal -- joke.

9 MR. ZEIK SAIDMAN: Yeah.

10 AUDIENCE SPEAKER: As opposed to -- and
11 this addresses the Henderson area that I feel has
12 been totally let out of the negotiations.

13 MR. CHARLES SCHARMANN: Yes. And I know
14 there's some strong feelings out there as to the
15 various aspects of the -- of the remedy. And if you
16 could bring that up during the comment period, that
17 would be good.

18 AUDIENCE SPEAKER: Do you pump that water
19 back into the ground? What do you do? You treat it
20 and pump it back?

21 AUDIENCE SPEAKER: Yes.

22 MR. ZEIK SAIDMAN: Can everybody hear the
23 question?

24 MR. CHARLES SCHARMANN: I'll repeat it.

25 MR. ZEIK SAIDMAN: Repeat the question.

1 MR. CHARLES SCHARMANN: The question was,
2 do we put the water back into the ground after we're
3 finished treating it.

4 AUDIENCE SPEAKER: Is that how you did when
5 you created the earthquakes in the '60s?

6 MR. CHARLES SCHARMANN: And the follow-on
7 was, is it like when we created the earthquakes back
8 in the '60s. Let me address that.

9 As far as -- after treatment of the
10 groundwater, we put the clean water back in the
11 ground so it then continues to flow off-post.

12 AUDIENCE SPEAKER: Pumped underground, high
13 pressure or --

14 MR. CHARLES SCHARMANN: It is put in the
15 ground in a very shallow -- to very shallow depths,
16 less than a hundred feet.

17 The deep disposal well that was used back
18 in the '60s was 12,000 feet deep. So it's really a
19 totally different situation. That was injected way
20 below any useful water supply.

21 AUDIENCE SPEAKER: Are you retrieving that
22 contamination?

23 MR. CHARLES SCHARMANN: No, we are not.
24 That well was closed in 1985, following EPA
25 procedures. We basically pulled up much of the

1 casing and grouted the well up with a
2 cement-bentonite grout.

3 MR. ZEIK SAIDMAN: Over there. And then
4 over here and then there. Go ahead.

5 AUDIENCE SPEAKER: My question deals with
6 the article that was in the newspaper this week about
7 bringing the water from Fitzsimons over here, that
8 they need so much more water over to this area for
9 the cleanup process.

10 And they said -- they weren't clear about
11 how that water was going to get over here. I was
12 wondering if they're going to use a high canal
13 lateral coming across 56th Avenue there at Chambers.
14 And if they do do that, could it be reopened like it
15 is in the Denver area, access for people in the
16 Montbello area?

17 MR. ZEIK SAIDMAN: Can everybody hear that
18 question?

19 Okay. Charlie, maybe repeat it.

20 MR. CHARLES SCHARMANN: I guess that
21 question is very specific to the additional needs for
22 water in the future, not only the needs that Rocky
23 Mountain Arsenal has. We need to keep water in our
24 lakes; we need water for irrigating areas that we
25 were revegetating. That's already in the -- in the

1 future.

2 We also are evaluating options to provide
3 the 4,000 acre-feet to South Adams County. There are
4 a lot of different sources of water being evaluated,
5 and we have asked questions as to what water rights
6 are available.

7 Fitzsimons may be one of those that --
8 that -- it's possible but I wouldn't really want to
9 get into the specifics as to, if that happens, how
10 would it be implemented. That -- that whole
11 evaluation process is in the very early stages. It
12 could be that that is not even used as an option to
13 provide water for either the Arsenal or South Adams
14 County. So . . .

15 AUDIENCE SPEAKER: Thank you.

16 MR. ZEIK SAIDMAN: More?

17 AUDIENCE SPEAKER: At this point has any
18 kind of determination been made whether there's going
19 to be a Stapleton contamination factor involved in
20 the cleanup on the Arsenal?

21 MR. ZEIK SAIDMAN: Norm, stand up and why
22 don't you use the microphone. People in the back
23 can't hear you.

24 AUDIENCE SPEAKER: At this point has any
25 determination been made whether or not there will be

1 a Stapleton factor involved in the cleanup of the
2 Arsenal, whether there's anything coming off of
3 Stapleton or whatever that could affect the cleanup?

4 MR. CHARLES SCHARMANN: Good point.

5 What Norm's talking about is some of you
6 may be familiar that this is -- again, 56th Avenue --
7 going to be extended, is in the process of being
8 extended across this area.

9 But we have some contamination in
10 groundwater moving onto the Arsenal along the western
11 side of the Arsenal, and we have had discussions and
12 continue discussions with EPA, with various sources
13 south of the Arsenal, including Stapleton, including
14 some other industrial sites. In some cases EPA and
15 the Army have recovered some money from some of those
16 Superfund sites down there.

17 We will continue to do that, continue those
18 discussions to try to find out where sources there
19 are and try to recover any resources that we've
20 expended on that contamination.

21 I can tell you that South Adams County also
22 is getting active -- or is actively talking to folks
23 down in that area and doing some tests of their own
24 to determine who, in fact, may be contributing to
25 that plume that flows in that area.

1 MR. ZEIK SAIDMAN: Okay. Any other
2 questions, clarifying questions? Over here. Stand
3 up so we can see if we can hear you back there.

4 THE COURT REPORTER: I can't hear anything.

5 MR. ZEIK SAIDMAN: Sorry for the audio
6 problem here.

7 MS. CATHY COFFEY-WEBER: Excuse me. The
8 reporter can't hear questions from the floor. We
9 need people to come forward.

10 MR. ZEIK SAIDMAN: Do you have a clarifying
11 question?

12 AUDIENCE SPEAKER: Yeah. I was just
13 wondering if, in the proposed plan of choice,
14 approximately how many of the sources of the
15 groundwater contamination is going to be cleaned up,
16 percentage-wise.

17 MR. CHARLES SCHARMANN: Did everybody hear
18 the question?

19 Okay. Anyway, how many sources will be
20 cleaned up. I'm going to be covering that under the
21 soils portion of the remedy. So if I could, I'd like
22 to defer that to that portion. If I don't answer the
23 question sufficiently, let me know and we'll address
24 it again.

25 Because the cleanup remedies between soils,

1 structures, and water are very much interrelated, and
2 it's important to understand those connections. So
3 I'll try to address that when I talk about the soils,
4 which are the primary sources of contamination out
5 here.

6 MR. ZEIK SAIDMAN: Any other water
7 questions? Maybe that's the way to do it, if -- any
8 other related to water?

9 MR. ROLAND RUSSELL: Is there agreement
10 that the 4,000 feet is adequate?

11 MR. CHARLES SCHARMANN: Thanks, Roland.

12 MR. ROLAND RUSSELL: I'm sorry, I had to go
13 on record.

14 MR. ZEIK SAIDMAN: Did everybody hear the
15 question?

16 MR. CHARLES SCHARMANN: Is there agreement
17 that the 4,000 acre-feet for South Adams County is
18 adequate?

19 You know, there isn't, as far as between
20 South Adams County and the parties. The role of that
21 whole issue in the discussions on remedy was very
22 important. That figure was arrived at throughout the
23 discussions. Whether it was sufficient for all
24 parties, I can tell you probably that's -- that's
25 not the case. There's disagreement on that.

1 But at this -- at this day we're moving
2 forward to acquire the -- evaluate options for
3 4,000 acre-feet. And I guess I'd open that up to
4 South Adams County to give their view as to, you
5 know, whether that's sufficient or not.

6 But clearly, I think it's -- it's not in
7 their view. So . . .

8 MR. ZEIK SAIDMAN: Any other water
9 questions? Okay.

10 Your next piece is on soil?

11 MR. CHARLES SCHARMANN: On structures real
12 quickly.

13 Just to let you know the major areas on the
14 Arsenal where we have structures, this area here is
15 the South Plants. This area here is our North
16 Plants. And that's where the major industrial
17 activities took place over time.

18 They also have what we call our rail yard
19 area, where we had materials coming in the Arsenal
20 and materials being shipped off the Arsenal, and we
21 have various warehouses over in this area.
22 That's kind of where most of the buildings are
23 located, out here.

24 And what we're planning to do is, in these
25 areas, there's a mixture of fairly clean buildings,

1 those that were used for administrative purposes,
2 didn't have a lot of contamination history, and those
3 structures will go into Basin A. We need a lot of
4 material that -- to fill up Basin A before it is
5 eventually capped so the -- that's where those
6 administrative or clean buildings will go.

7 The other categories that we have, we have
8 some buildings that were used that had a pesticide
9 history. And then there are some that the Army
10 used in its chemical agent production. In those
11 two categories -- both buildings from those
12 two categories will go into our landfill, which is
13 located roughly -- will be located roughly in this
14 area here.

15 So fairly straightforward. There will be a
16 few buildings left out here. But by and large, the
17 plan is to take down most of the structures and put
18 them either into Basin A or into our new hazardous
19 waste landfill.

20 MR. ZEIK SAIDMAN: Okay. Any questions
21 about structures?

22 MR. CHARLES SCHARMANN: Any questions on
23 structures?

24 Yes, sir.

25 MR. ZEIK SAIDMAN: You've got to get up to

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1 the -- I'm sorry. You and then you. You've got to
 2 come to the mic so the court reporter can hear you.
 3 Let me suggest this in terms of time:
 4 We -- a lot more clarifying questions than we
 5 expected. Let's go to 10:30, check in with you then,
 6 and then take a break at 10:30, and then give us a
 7 full hour for public comments, and I think we can
 8 delay the bus for half an hour or so.
 9 Is that okay with everybody? So we'll go
 10 to 10:30, then we'll check in, see if everybody got
 11 their clarifying questions.
 12 Okay. This is on structure.
 13 AUDIENCE SPEAKER: Just a quick question
 14 for you, Charlie. In your proposal that you have
 15 that you passed out, you described structural
 16 disposal of asbestos and other contaminants as
 17 ongoing. What is presently happening to that
 18 material now?
 19 MR. CHARLES SCHARMANN: Okay. We are --
 20 as part of our interim response action program, we
 21 are taking down tanks and piping and, also, removing
 22 asbestos from buildings and along pipelines. All
 23 that material is going -- currently going off-site
 24 to a -- an approved landfill. And I believe
 25 currently we are using CSI's -- I think that's the

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1 Conservation Services, Incorporated -- landfill east
 2 of here. And -- for that asbestos material.
 3 The metal from tanks and piping and things
 4 such as that is being recycled. That which can be
 5 recycled is being recycled. That which cannot is
 6 being -- it's either being held here on-site or
 7 being taken to a hazardous waste landfill, and we use
 8 Highway 36.
 9 MR. ZEIK SAIDMAN: Does that answer your
 10 question?
 11 AUDIENCE SPEAKER: Yes, it does.
 12 MR. ZEIK SAIDMAN: This gentleman over
 13 here. Did you have a question?
 14 AUDIENCE SPEAKER: Well, I think he
 15 answered part of it.
 16 MR. ZEIK SAIDMAN: Okay. Try him on the
 17 part you don't think he answered.
 18 AUDIENCE SPEAKER: I will.
 19 MR. ZEIK SAIDMAN: Clarifying question on
 20 structure.
 21 AUDIENCE SPEAKER: You mentioned how
 22 some of the metals are being hauled away to the
 23 landfill and other metals are being recycled. What
 24 percentage is being recycled and what percentage is
 25 being hauled away?

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1 MR. CHARLES SCHARMANN: The majority is
 2 being recycled. It's only that metal piping and
 3 tanks that cannot be decontaminated that is being
 4 disposed of. Everything that can be decontaminated
 5 is being -- and can be recycled -- is being taken
 6 to a smelter for recycling.
 7 I think -- Gary Anderson, do you have an
 8 idea of what percentage -- I mean, 90-some percent
 9 probably is being recycled.
 10 MR. GARY ANDERSON: I'd guess approximately
 11 95 percent of the metal materials are being recycled,
 12 and the other 5 percent would be composed of pumps
 13 and motors and things that, as you said, can be
 14 decontaminated in the internal working parts.
 15 MR. CHARLES SCHARMANN: This is
 16 Gary Anderson, one of the project engineers that --
 17 senior engineer.
 18 You're here managing the various interim
 19 cleanup actions that are ongoing.
 20 AUDIENCE SPEAKER: Okay. Another
 21 question. You said they are being recycled. How are
 22 you recycling it? Are you generating additional
 23 waste as you are cleaning it up and deconning it?
 24 MR. CHARLES SCHARMANN: Do you want to go
 25 ahead?

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1 MR. GARY ANDERSON: Do I have to come to
 2 the mic?
 3 MR. ZEIK SAIDMAN: Yeah, come on up here.
 4 AUDIENCE SPEAKER: I'm staying. I might
 5 think of another question.
 6 MR. ZEIK SAIDMAN: Okay.
 7 MR. GARY ANDERSON: The materials that
 8 we're recycling here would be going through a defense
 9 utilization marketing contract, the DRMO. The defense
 10 reutilization marketing office is the military's
 11 utilization office for recycling and, also, for the
 12 disposal of hazardous materials and other kinds of
 13 materials.
 14 They have a contract in turn with Duwald
 15 and Gahagen, and we send our scrap metal to them.
 16 They in turn send it to a smelter. And I believe
 17 they're using one of the foundries down in Pueblo.
 18 AUDIENCE SPEAKER: The other part of the
 19 question was, that percentage of the metal --
 20 MR. ZEIK SAIDMAN: You've got to come up.
 21 I'm sorry.
 22 AUDIENCE SPEAKER: -- that is being
 23 deconned or cleaned up, which is about 95 percent,
 24 how are you cleaning it? Are you using solvents?
 25 Are you using -- what?

1 MR. GARY ANDERSON: The -- our decon
2 efforts are a little bit dependent on what kind of
3 processes the tanks were used for. In some instances
4 we're using a hot water wash with a detergent to
5 decontaminate the surfaces.

6 We're -- after we decontaminated it, we do
7 a visual inspection, according to the regulations, and
8 look for any kind of gross contamination that might
9 be left behind. Once the -- it's -- we also use a
10 triple rinse so the surface is washed three times.

11 Once it passes a visual inspection, it's
12 sent off for recycling. We make sure that we're
13 complying with the EPA -- the Federal laws, as well
14 as the State laws, for the contamination process.

15 AUDIENCE SPEAKER: Okay.

16 MR. GARY ANDERSON: The extra material that
17 we generate is the wash waters that we generate from
18 this --

19 AUDIENCE SPEAKER: Secondary waste.

20 MR. GARY ANDERSON: Correct. And those
21 wash waters are treated here on post at a wastewater
22 treatment plant that we have on post, operated by the
23 Army and its contractors.

24 So we don't really generate any additional
25 waste treating except for some suspended solids that

1 be, in some cases, pushing into the excavation that
2 has occurred of the high-level material in each
3 area. So this -- let's take, for example, the South
4 Plants. We excavate this red area. We then push in
5 the area around it that is low-level material into
6 the excavation, and then that area will be capped.
7 And the same type of thing will occur in Basin A and
8 around the Basin F area.

9 When we're done, what we'll end up having
10 is a few areas -- and I'll show you on another
11 map -- where we will have a cap, which, in some --
12 will be different designs in different areas but may
13 consist of concrete, may consist of clay, soil, other
14 materials that -- basically, the intent of that is
15 to keep water from moving through that material and
16 taking contamination and moving it in groundwater.
17 And that's what we're trying to prevent.

18 So we're trying to consolidate things into
19 the middle of the Arsenal, shrink the area that will
20 be managed long term as a containment area, and open
21 as much area to be used as the refuge -- open up as
22 much area as possible.

23 In addition to just excavating and moving
24 soil into containment facilities, we will be doing
25 some treatment of soil in a couple key areas. One is

1 we would get out of the wash water or metals that we
2 might generate after we've done the treatment of that
3 wash water.

4 AUDIENCE SPEAKER: Okay.

5 MR. ZEIK SAIDMAN: Thank you.

6 Okay. Any other structural questions?

7 Any other structural questions?

8 Okay, Charlie. Now your soil.

9 MR. CHARLES SCHARMANN: Okay. The last
10 piece to talk about here is our soil remedy, and it's
11 certainly the most complex. I don't want to spend a
12 lot of time on it, but if you have questions, you
13 know, please do ask.

14 In general, the thinking behind our soil
15 remedy is to, basically, shrink the area that is
16 going to be managed long term by the Army and,
17 basically, move waste in outlying areas into either a
18 new state-of-the-art landfill or into Basin A or some
19 of the surrounding areas.

20 What we have, the high-level material is
21 shown in red on this map. And that material would be
22 excavated and put into our new hazardous waste
23 landfill.

24 What's shown on green on this map is -- is
25 generally low-level soil contamination that we will

1 the former Basin F area, which is shown in brown
2 here. We also have a couple sites down in the South
3 Plants area where we will either be doing treatment
4 in place or excavation and treatment of some of that
5 material.

6 The treatment at former Basin F will be
7 done in place, and that will be in-place
8 solidification, where we will drill into that area
9 and inject cement, grout, a solidifying agent to make
10 sure contaminants are bound up and not moving away
11 from that site.

12 And that -- I should mention again that
13 Basin F site will have a cap over it when we're
14 done.

15 To address the question about source
16 areas -- so we have a mixture. I mean, we have some
17 where we're improving the containment at the site to
18 make sure that contaminants don't move away from that
19 site or we reduce the potential for that to occur.
20 In other cases we are doing some active treatment
21 either, in some cases, to destroy the chemical or to
22 tie it up and solidify it, make sure it doesn't move
23 away from the site itself.

24 Does that address the question about source
25 areas? We are taking actions -- to let you know

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1 that -- how contamination occurred in the past is
 2 that you had liquid, in many cases, in disposal
 3 basins that leaked down into the groundwater and then
 4 moved. Okay. What's left behind on soils in many
 5 cases are contaminants on the soil, and you want to
 6 keep water from moving through that to take
 7 contaminants into the groundwater and move them out.
 8 So actions are being taken to address the source
 9 areas and make sure they don't impact the groundwater
 10 long term.

11 I can tell you, since the time that we have
 12 no longer had actual liquid in the disposal lagoons,
 13 we have seen a drop-off in the amount of
 14 contamination getting into the groundwater, even
 15 without taking actions on any sites.

16 Certainly, by taking additional action to
 17 contain the material there, we hope to see even a
 18 further drop-off, as far as the level of
 19 contamination in groundwater on the Arsenal itself.

20 MR. ZEIK SAIDMAN: Clarifying questions
 21 around soil? And then again, we have the public
 22 comment, where we go on the record. But any
 23 clarifying questions around soil?

24 Over here and here. Come up.

25 AUDIENCE SPEAKER: Charlie, how much soil

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1 is planned to be excavated and moved? And also, what
 2 measures will be taken for dust abatement?

3 MR. ZEIK SAIDMAN: Did everybody hear that?

4 MR. CHARLES SCHARMANN: Exact volume I
 5 don't have off the top of my head, Rick.

6 I believe the amount of material to go
 7 into our hazardous waste landfill is on the order
 8 of 1.5 million to 2 million yards, cubic yards, of
 9 material.

10 And we have a more precise figure in --
 11 probably in the proposed plan. If not there, then in
 12 other reports. We also have some experts here that
 13 may have that.

14 And that's what -- that's what goes into
 15 the landfill. Other material will be, as I
 16 mentioned, excavated and put into either Basin A or
 17 into the South Plants area or into the Basin F area.

18 I don't have a figure off the top of my head.

19 It's probably several million yards. I
 20 just don't have that figure.

21 But regarding dust abatement, that is a big
 22 concern of ours, as well as the community and the
 23 parties. Conventional methods would be to wet the
 24 material before you do large-scale excavations. We
 25 will need to go through a detailed evaluation process

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1 to know exactly what measures we need to take to keep
 2 dust from -- from moving away from the site.
 3 And not only the dust but, also, potential
 4 odors and vapors that may come from an excavation all
 5 need to be addressed as part of the design of -- of
 6 the remedy. So I can't really get specific as to
 7 exactly the measures, but that's certainly going to
 8 be a concern of ours as we work through the design.

9 MR. ZEIK SAIDMAN: Roland?

10 MR. ROLAND RUSSELL: To what degree are you
 11 going to follow regulations in addition to the
 12 Federal? Are you going to comply with State and
 13 local?

14 MR. ZEIK SAIDMAN: Did everybody hear that?

15 AUDIENCE SPEAKER: Uh-huh.

16 MR. ZEIK SAIDMAN: Okay. Thank you.

17 MR. CHARLES SCHARMANN: Roland, that is our
 18 intent. And we certainly want to work closely with
 19 not only the State and Federal regulators but, also,
 20 local authorities, as well, to make sure everyone is
 21 comfortable with the way we are proceeding with the
 22 cleanup. That's very much a priority for us.

23 MR. ZEIK SAIDMAN: A question back
 24 there, sir.

25 AUDIENCE SPEAKER: Is there any direct

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1 compensation for the surrounding area, other than to
 2 clean up their water and the 4,000 acre-feet, which
 3 doesn't seem to be enough? But are there any other
 4 compensations that are being considered?

5 MR. CHARLES SCHARMANN: There have been a
 6 number of things raised throughout the discussions.
 7 I can't say that there's any -- you're asking for
 8 monetary --

9 AUDIENCE SPEAKER: Well, that would be
 10 one thing.

11 MR. CHARLES SCHARMANN: -- issues? Okay.
 12 Well, there aren't any --

13 AUDIENCE SPEAKER: The way it affects the
 14 property values and things like that. That's the
 15 most affected area.

16 MR. CHARLES SCHARMANN: There are a couple
 17 of things that I might want to highlight, also, that
 18 are being done to address that concern. It doesn't
 19 necessarily result in a monetary payment. But one of
 20 the concerns we heard from the community was a -- to
 21 have a medical monitoring program during the cleanup
 22 activities and make sure that the actions that we're
 23 taking don't affect the surrounding communities.

24 And the State is taking the lead on that
 25 with the Federal agency, the agency for toxic

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1 substances and disease registry. You may not be
2 familiar with them, but they are basically the
3 Federal entity charged with that area of medical
4 monitoring.

5 So we have ongoing dialogue to talk about
6 what medical monitoring is necessary during the
7 clean --

8 AUDIENCE SPEAKER: Is that for all of
9 the people in the surrounding area, immediately
10 surrounding area?

11 MR. CHARLES SCHARMANN: That's right.
12 That's to address issues of the surrounding
13 communities to the south, to the west.

14 AUDIENCE SPEAKER: I've lived in that area
15 for quite a while, and nobody -- I haven't heard
16 anybody address me about some medical benefits
17 possibly or anything like that.

18 MR. CHARLES SCHARMANN: Let me --

19 AUDIENCE SPEAKER: Then the other thing I
20 want to bring out is I think it impacts that
21 whole -- the whole area, especially in the
22 Commerce City to Quebec Street area and the northern
23 area, towards the schools.

24 But I had -- I had no compensation for
25 those sort of things. And people in all of these

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1 films that I've seen or slides that I've seen, there
2 was always some sort of compensation. And I feel
3 that this hasn't been addressed. And I don't know
4 if this is the right forum to bring this up, but this
5 is the ROD. I think this is the right time to bring
6 it up, myself, personally. So -- I want to throw
7 that out.

8 MR. CHARLES SCHARMANN: It may be good to
9 go ahead and -- and put that on the record during
10 the comment period. That was raised by different
11 entities, and some of them are here this morning, and
12 they can speak about what they raised as issues.

13 But certainly, I think you recognize the
14 difficulty of trying to sort that out and put figures
15 on things and then determine whether impact has
16 occurred and what level of impact and things such
17 as that.

18 But there are some steps built into this
19 remedy to make sure that, during the implementation
20 of it, that we all can stand up and say, "This site
21 is not affecting the community," that actions are
22 being taken safely. And when we're done with the
23 cleanup action, everyone can say, "It's a safe site.
24 It's now an asset to the community."

25 So regarding what happened in the past,

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1 that was a very difficult issue to deal with and
2 it was raised. But it did not result in any type
3 of agreement on a monetary payment or anything
4 like that.

5 But the other thing I wanted to mention
6 that is being explored is the establishment of a
7 trust fund. And this is another difficult issue.
8 But there is a lot of concern by the community that,
9 10 years from now or 15 years from now, there may not
10 be money to deal with the long-term operation of the
11 containment sites and the groundwater treatment
12 systems that we leave behind.

13 And there was an agreement to try to set up
14 a trust fund where the interest and, potentially,
15 principal from that trust fund would be used to
16 continue the long-term operation and maintenance of
17 the facilities.

18 AUDIENCE SPEAKER: Will the cities in the
19 surrounding communities have access to that trust
20 fund to . . . to improve the neighborhood? Or do
21 I -- the health and welfare of the neighborhood?

22 MR. CHARLES SCHARMANN: The intent of that
23 trust fund was solely for the purpose of operation
24 and maintenance of the cleanup of structures or
25 facilities.

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1 AUDIENCE SPEAKER: So in essence, there's
2 no -- nothing for the community, though.

3 MR. CHARLES SCHARMANN: That's right. That
4 wasn't part of that trust fund.

5 AUDIENCE SPEAKER: Thank you.

6 MR. ZEIK SAIDMAN: I would think those kind
7 of comments are part of the public record comments.
8 But let's focus just in on the clarifying questions.
9 But thank you.

10 MS. LAURA WILLIAMS: Zeik, you have a
11 question up front.

12 MR. ZEIK SAIDMAN: I'm sorry, Mark.
13 Thank you.

14 AUDIENCE SPEAKER: Two questions, kind of
15 related both to the water and the soil.

16 Do we have a good estimate on how much
17 acreage will be needed for these managed areas once
18 the cleanup is completed and -- let's stick with that
19 one for now.

20 MR. CHARLES SCHARMANN: Okay. Let me --
21 actually, that leads into the last slide I was
22 planning to use, which is here, to show you the areas
23 or the facilities that will be operated long term.

24 And what we have long term to manage are
25 the areas that are to be capped, the South Plants

1 area, area called the Shell trenches, area called the
2 Army complex trenches, Basin A, and Basin F. All
3 those areas will have some type of cap over top of
4 them that need to be -- that would need to be
5 maintained long term.

6 In addition to those sites, we'll have a
7 new hazardous waste landfill in this area, which
8 will, again, need to be maintained long term.

9 That's from a soil remedy standpoint. From
10 water, we have our northwest boundary system, our
11 north boundary system, our Basin A neck groundwater
12 system. And the reason some of the groundwater
13 treatment systems have disappeared on this map is
14 that we feel a few of them may be able to be shut
15 down in the next several years because they have
16 accomplished the objective that we constructed them
17 for. And in the case of the Irondale area, we have
18 contamination that is being more rapidly cleaned
19 up -- contamination the Army has contributed to that
20 is being more rapidly cleaned up in that area -- and
21 that is a system we expect to shut down probably in
22 the next four years or so.

23 Does that address your point, Norm, as far
24 as areas?

25 AUDIENCE SPEAKER: So it's maybe

1 that you may be able to ask during a break. But I
2 can tell you, in general, that across the country
3 there is a mixture of actions that are being taken.
4 And I can't say that we have found one that is
5 identical or very similar to Rocky Mountain Arsenal.
6 This is a very complex site, a very large site. So
7 trying to apply something that may have been done in
8 another site that is smaller, had different problems,
9 is sometimes difficult.

10 But clearly, across the country there have
11 been many sites that have put containment structures
12 there, caps. Lowry Landfill here locally is an
13 example of that, where they're using a combination of
14 capping, containment, and treatment.

15 And if you look across the country, there
16 will be some sites where, if they had a small amount
17 of material, they have used, you know, aggressive
18 treatment measures to get rid of that completely,
19 where they can.

20 But we really have seen a mixture across
21 the country, as far as doing aggressive treatment and
22 containment measures like landfills and caps.

23 With regard to water, I can tell you that
24 the Rocky Mountain Arsenal is one of the first sites,
25 if not the first site, where we installed a

1 not 1 1/2 square miles or -- if you were to come up
2 with an estimate that way?

3 MR. CHARLES SCHARMANN: Sounds reasonable,
4 you know. Which --

5 MR. ZEIK SAIDMAN: What was the comment,
6 Norm?

7 MR. CHARLES SCHARMANN: -- there are
8 640 acres for a square mile so -- you know, roughly
9 a thousand.

10 MR. ZEIK SAIDMAN: All right. A question
11 here?

12 AUDIENCE SPEAKER: This is a general
13 question.

14 When you worked out your program, were
15 there historical precedents for this? And could you
16 tell us where they were and how successful they were?

17 MR. CHARLES SCHARMANN: As far as, I
18 guess -- any particular aspect of the remedy? The
19 soils portion or the water portion or --

20 AUDIENCE SPEAKER: No, the general problem
21 that you have with a contaminated site. What other
22 geographical sites throughout the world have been
23 faced with this same kind of a problem?

24 MR. CHARLES SCHARMANN: We certainly have
25 some folks that have some more broad-based experience

1 groundwater treatment system. Our north boundary
2 system was installed as a pilot system in 1979. We
3 expanded it in 1981, and that was one of the first
4 systems of its type in the country. So in many cases
5 Rocky Mountain Arsenal is precedent setting, and
6 we're on the leading edge of cleanup actions.

7 MR. ZEIK SAIDMAN: Let me check in with the
8 group before we take a break.

9 How many people have more clarifying
10 questions before public comment? How many people --
11 one, two -- one, two, three. Let's take those
12 three more questions, and let's try to wrap it up in
13 five to ten minutes, and then we'll take a break.

14 Okay. You and who's next? Who else raised
15 their hand? You. And you over there.

16 Okay. So let's . . .

17 AUDIENCE SPEAKER: My question is, you said
18 that you're going to cap the chemicals and everything
19 in these landfills and everything, and then you say
20 that you're checking on the water and some of the
21 water systems you're closing down because they're
22 okay.

23 Is there an ongoing project that would
24 check this over a period of time to see that the
25 water doesn't leak through the cement or leak through

1 the clay or anything like that?

2 MR. CHARLES SCHARMANN: Can everybody hear
3 the question?

4 Okay. The question about monitoring. And
5 we have had an aggressive monitoring program, an
6 extensive monitoring program, out here since the
7 mid-'70s. And that's been expanded and approved and
8 in some cases cut back at times.

9 But we look at groundwater; we also do air
10 monitoring. We take a look at -- through the
11 Fish and Wildlife Service -- the animals out here.
12 So a lot of very complex monitoring program ongoing.

13 That will continue in the future. It
14 will -- we will monitor around sites such as our
15 landfill to try to determine whether, in fact,
16 chemicals are -- that are in that facility -- are
17 getting out of that and into groundwater. So that
18 will be a key part of that landfill monitoring
19 program.

20 In addition to that, our groundwater
21 plumes, we are monitoring them extensively to track
22 movement. We have a very good handle on where they
23 are and how they're moving. The interest there is to
24 monitor them long term, to go ahead and document that
25 we are seeing improvements to groundwater quality.

1 And certainly, we need to do that before we're able
2 to shut a system down like we did out in Irondale.
3 You need to go through a monitoring program to make
4 sure you achieve what you hoped to achieve, you know,
5 before you can shut a system down.

6 So there will be -- and EPA can probably
7 speak more about this -- a compliance monitoring
8 program -- the State can, as well -- with the
9 landfill. There are set programs that will need to
10 take place to monitor the effectiveness of the
11 remedy.

12 MS. LAURA WILLIAMS: In fact, I'd like to
13 add, Charlie, that under Superfund there's -- a
14 containment remedy like this, it's a requirement
15 every five years that all that data that's being
16 collected be reevaluated just to make sure that not
17 only is it protective against the standards that were
18 in effect at the time the remedy took effect but,
19 also, is it still protective, according to new
20 regulations that may have been implemented since.
21 And if it's not, then there could be some additional
22 work that could be done.

23 MR. ZEIK SAIDMAN: Thank you.

24 Barbara?

25 MS. BARBARA NABORS: You covered it very

1 well, Laura.

2 MR. ZEIK SAIDMAN: All right. And next
3 question?

4 AUDIENCE SPEAKER: I keep wondering, when
5 we hear about this ongoing cost and so forth and --
6 and the cost -- why was an incinerator such as a
7 kiln, cement kiln, that type of thing -- why can't
8 that be used in the cleanup once and for all, and you
9 don't have to keep coming back and monitoring what
10 was -- what is still there?

11 MR. CHARLES SCHARMANN: Regarding where the
12 evaluation of treatment technologies fit in this
13 whole remedy, that was a concern that was raised
14 early on. Many people had that view, that "Let's go
15 ahead and treat it and get it done once and for all."

16 The problem we have at many of the sites
17 out here, the large sites, such as Basin A and the
18 South Plants area, is that you cannot get all the
19 contamination that is there. And in many cases
20 implementing a treatment scenario like incineration
21 of soil is very complex, very complicated, and in
22 some cases, very expensive and would take a lot
23 of time.

24 And we heard throughout the last couple
25 years some concerns about having emissions continue,

1 too, which potentially would affect the community.
2 In general, I think folks were not interested in
3 having incineration occur out here long term.

4 And regardless of how much treatment you
5 do, you still need to rely on some type of
6 containment portion of your remedy in the form of
7 caps or landfills because you just cannot physically
8 treat all the material that's out here and render
9 it -- this a pristine site. You need to take some
10 of these -- these containment strategies or
11 measures, no matter what you do. And what we ended
12 up with was a mixture. We have some sites where
13 we're doing some treatment, and we -- we're using
14 treatment techniques that seem to be popular or ones
15 that the community and the parties were comfortable
16 with that could -- they could be done safely, and
17 they could be done timely, and they could be done in
18 a cost-effective manner.

19 So to go back to history, that's kind of
20 how it evolved, that -- early on, I think we all
21 looked seriously at whether we could aggressively
22 treat, you know, the whole site. But it --
23 practically speaking, it's not possible.

24 MR. ZEIK SAIDMAN: Next?

25 AUDIENCE SPEAKER: I was just curious if

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1 you could explain how putting the cap on is going to
2 reduce the amount of water contamination since, to
3 me, it seems like it would just redirect it and let
4 the water just go underneath and through
5 horizontally. So --

6 MR. CHARLES SCHARMANN: Did everyone hear
7 that question?

8 Okay. What we have, the cap -- it's a
9 combination of things that address the total
10 contamination, whether it's in the soil or in --
11 already in the groundwater.

12 The intent is to stop water from
13 percolating through the material and continuing to
14 carry chemicals down. Okay. That we can effectively
15 stop with caps. The groundwater that's already there
16 that's contaminated, that is flowing to our
17 groundwater treatment systems, and we will capture
18 and treat that material.

19 In some areas, such as the South Plants and
20 Basin A area, by stopping water from percolating
21 down, you're going to lower the level of groundwater,
22 where that is. So you're going to reduce the amount
23 of migration that is occurring right now. You know,
24 right now there may be a certain amount of
25 groundwater contamination. As you lower the water,

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1 the level of that groundwater, you're drying up
2 another area and, effectively, immobilizing more
3 contamination.

4 So a combination of cap, which cuts water
5 from going through the soil and taking more
6 chemicals, along with the groundwater treatment
7 systems, which treat groundwater that is already
8 mi -- flowing toward them. You know, the
9 combination is what you're using to deal with that
10 total contamination issue.

11 MR. ZEIK SAIDMAN: Let me suggest this:
12 We've gone about 40 -- we've gone 40 minutes past
13 our break. The people that have questions, my
14 suggestion is to come up and ask the panel or Charlie
15 during the break. If you don't feel they've answered
16 your question as well as they could have, make that a
17 part of your public comment. Because I think people
18 have patiently been sitting here.

19 So let's take a break for ten minutes, ask
20 these guys your questions. If they don't answer them
21 satisfactorily, come back and make a public comment.

22 MR. CHARLES SCHARMANN: I would like to
23 mention one more thing. In addition to the panel
24 members and myself, we have some folks on the Army
25 technical staff that have name tags who are experts

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1 in the various areas, so feel free to, you know,
2 address the questions to them, as well.

3 MR. ZEIK SAIDMAN: There are materials
4 around here. So let's take a ten-minute break.

5 (Meeting proceedings recessed
6 10:35 a.m., reconvened 10:50 a.m.)

7 MR. ZEIK SAIDMAN: Everybody get their
8 cookies and coffee?

9 What we say about an agenda, it's a road
10 map to follow. And we'll adjust to go down the blue
11 routes if we have to.

12 But what we're recommending right now is to
13 go to 11:30 for public comments, and then, at 11:30,
14 those people who want to take a tour of the bus -- a
15 bus tour -- because there are some people, I
16 understand, here who are invited out -- who came out
17 to the Arsenal to see the wildlife and be a part of
18 this, but they said they would also want to sit in on
19 the public hearings.

20 So the first bus would be available at
21 11:30, but we will continue public comments -- we
22 have two more buses. So if you miss the first bus,
23 you can take the third -- second or third bus if you
24 want to do it.

25 MR. BILL THOMAS: Zeik, if I may, for those

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1 who have to leave at 11:30, we have public comment
2 cards on this table here and the front table. So
3 their comments will still get recorded, okay, if they
4 want to leave at 11:30 to catch that bus.

5 MR. ZEIK SAIDMAN: Okay.

6 Sir.

7 AUDIENCE SPEAKER: How long, about, will
8 the bus tour last?

9 MR. BILL THOMAS: It's planned
10 approximately 30 to 45 minutes, depending on what
11 kind of questions that may come up on the bus. We'll
12 have some technical folks on the bus that can answer
13 questions that you've heard here this morning. So 30
14 to 45 minutes, approximately.

15 MR. ZEIK SAIDMAN: Okay? So the first bus
16 would be taking off around 11:30.

17 And, Bill, you just want them to go back to
18 the back?

19 MR. BILL THOMAS: Just come right out here,
20 and I'll take care of you.

21 MR. ZEIK SAIDMAN: Thank you.

22 We're now beginning the formal public
23 comment period. As we said in the beginning, we
24 thought, to give everybody an opportunity to speak at
25 least the first time turn around, we would try to

1 keep it around three minutes. I will time that.
 2 Again, those comments can be submitted in
 3 writing till December 15th. As Bill mentioned, there
 4 is the -- the Arsenal reply card, plus you can send a
 5 document in, also, and it's all on the front page of
 6 the proposed plan.

7 So is that okay with everybody? So would
 8 you come up to the mic --

9 AUDIENCE SPEAKER: Move that mic back.

10 MR. ZEIK SAIDMAN: And there's a suggestion
 11 to move it back so you can address both the table and
 12 the audience.

13 How's that, about that angle? I'm sorry?

14 Okay. And I just -- I think the floor is
 15 open for public comments and let's begin. And I will
 16 flag you around three minutes when the time has
 17 come.

18 Okay. Who wants to --

19 AUDIENCE SPEAKER: Can I just make a
 20 suggestion to speed things up a little bit?

21 At other public meetings I've been to,
 22 people have kind of lined up so that each time you
 23 don't recognize somebody and then everybody moves
 24 away --

25 MR. ZEIK SAIDMAN: Okay. Queue one up.

1 Queue one up. Okay.

2 (Discussion off the record.)

3 MR. ZEIK SAIDMAN: Thanks, Bill. Please
 4 give your name, if you're with an organization, and
 5 the city of residence. You don't -- on the sign-up
 6 sheet people put addresses but not city of
 7 residence. Okay. So name, organization, city of
 8 residence.

9 Mayor Busby.

10 MAYOR DAVID BUSBY: What if I said
 11 "Brighton"? What would you say?

12 I'm David Busby. I'm the mayor of
 13 Commerce City. As far as organizations, I'm a member
 14 of the coalition, which is Adams County, Commerce
 15 City, School District 14, Citizens Against
 16 Contamination, and one other one. R A -- no, the
 17 R A B isn't on the coalition.

18 AUDIENCE SPEAKER: Reeser --

19 MAYOR DAVID BUSBY: Jeannie Reeser'
 20 office -- Tri-County. That's the other one. And I
 21 also am a member of the Restoration Advisory Board,
 22 which meets every other month.

23 The comments I have is, first, I want to
 24 thank the parties for hosting this meeting,
 25 especially since, supposedly, the Federal government

1 is shut down. I haven't noticed it. Maybe some of
 2 you have. But it hasn't had any effect on me. And
 3 maybe it saved us some money on our debt, also.

4 I speak not personally but on behalf of the
 5 citizens of Commerce City and not necessarily all of
 6 them but the majority of them because we've held some
 7 public hearings in the city itself with regard to the
 8 proposed plan and the eventual record of decision
 9 that will be reached, hopefully, in May or June
 10 of 1996.

11 We listened very carefully. Initially we
 12 had thought that destruction of most of the
 13 contaminants out here would be the best way to go.
 14 However, a number of the people in our community and
 15 Montbello and Green Valley, Brighton, and Henderson
 16 area voiced their concern about the emissions from
 17 the incineration of the soils and the contaminants
 18 within those soils, so we relooked at that with
 19 information provided by Tri-County, mostly, since
 20 they were somewhat an unbiased group. They had the
 21 information available, but they weren't a direct
 22 party in the Rocky Mountain Arsenal.

23 With that we came to the conclusion that
 24 the proposed plan is a good direction to go in;
 25 however, we have some concerns. The concerns are

1 some of the remedies that have been chosen under the
 2 proposed plan, such as Basin A without a liner under
 3 it. Hopefully, that the eventual plan will have a
 4 slurry wall to bedrock all the way around it. That's
 5 just a suggestion. So that we get containment that
 6 we can rely on.

7 Also, the Shell trenches, the complex
 8 trenches, the Hex pits, similar-type remedies that
 9 have been chosen under the proposed plan we have
 10 concerns with.

11 One of the others we mentioned was
 12 mentioned by Roland Russell regarding the
 13 4,000 acre-feet. We have a tremendous amount of
 14 concern over that because the South Adams County
 15 Water and Sanitation District has approximately
 16 13,000 acre-feet adjudicated or have rights to access
 17 in the years in the future. So 4,000 we see as a
 18 very low amount that was agreed upon without our
 19 input.

20 Last statement, we do support the new
 21 state-of-the-art, triple-lined landfill that's going
 22 to be used. That will give us triple protection
 23 versus the present double protection that we have in
 24 landfills. And hopefully, this will minimize the
 25 cost to us taxpayers -- and that's each and every

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1 one of us -- for the eventual proposed plan, while
 2 still protecting us and the habitat here at the
 3 communities surrounding the Rocky Mountain Arsenal.
 4 And that's all the comments I have. And we
 5 will be putting it in writing officially from the
 6 City of Commerce City before December 15th.
 7 MR. ZEIK SAIDMAN: Thank you, Mayor.
 8 Does the panel have any comments to make on
 9 anything?
 10 Okay.
 11 MS. BARBARA NABORS: You might just mention
 12 that all of these public comments that are being
 13 recorded and that are received in writing will be --
 14 appear in the record of decision in a responsiveness
 15 summary, and there will be a response from the Army
 16 to each and every comment. And that will be
 17 available in the libraries.
 18 MR. ZEIK SAIDMAN: Okay. Did everyone hear
 19 that? A response -- there will be a response in
 20 writing to these --
 21 AUDIENCE SPEAKER: Time frame?
 22 MR. ZEIK SAIDMAN: Time frame, Barb?
 23 MS. BARBARA NABORS: Well, let's see. It's
 24 this spring. June.
 25 MR. ZEIK SAIDMAN: June.

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1 MS. LAURA WILLIAMS: June '96 is the
 2 current schedule, but it may drop off a little bit
 3 because of the government shutdown. So . . . whether
 4 or not we're up in business.
 5 MR. ZEIK SAIDMAN: All right. Okay.
 6 Thank you.
 7 Roland?
 8 MR. ROLAND RUSSELL: Once again, thank you
 9 very much for holding this meeting on a Saturday when
 10 many, many people could come out. It's not always
 11 advisable to hold it in the evening, nor on a
 12 weekday. I do appreciate everybody coming out.
 13 My comments are made in behalf of myself
 14 and, also, in behalf of State Representative
 15 Jeannie Reeser, who I have represented on the RAB and
 16 other committees, such as the Northern Coalition.
 17 We were not completely happy with the
 18 conceptual agreement. We feel that there are many
 19 things that have been left out and that the
 20 contamination has occurred over a tremendous period
 21 of time since the Arsenal opened in the early 1940s.
 22 We feel that the solutions should go beyond Superfund
 23 and CERCLA law. I would request that the comments or
 24 minutes that were arrived at in the citizen meetings
 25 with the principals over the past year, year and a

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1 half also be included in the considerations of
 2 reaching the ROD.
 3 Thank you.
 4 MR. ZEIK SAIDMAN: Did you give -- Roland,
 5 did you give your last name, also?
 6 MS. CATHY COFFEY-WEBER: Roland Russell.
 7 MR. ROLAND RUSSELL: Get it?
 8 MR. ZEIK SAIDMAN: Did they get it?
 9 Thank you. All right.
 10 Any comments from the panel? Okay.
 11 Next?
 12 Thank you, Roland.
 13 MR. JIM ERGER: My name is Jim Erger. I've
 14 lived in the Henderson area for a long, long time.
 15 I'm a member of the RAB and the SSAB, so the last two
 16 years or so I've sat in on lots and lots of
 17 meetings.
 18 I have a prepared statement that I'm going
 19 to read, and then I will make some additional
 20 comments afterwards. And this is addressed to
 21 Kevin Blose and William J. McKinney with Shell Oil.
 22 "Dear sirs: I'm an actual stockholder of
 23 the Rocky Mountain Arsenal pollution, having lived in
 24 the Henderson area since 1933. Our family farm is
 25 located at 112th and Peoria, which is in the heart of

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1 the off-post pollution area of the Rocky Mountain
 2 Arsenal.
 3 "In my neighborhood in the 1950s I've seen
 4 the pollution of our water from our irrigation wells,
 5 alluvial aquifer, so bad it contaminated my
 6 neighbor's land, killing all growing crops for
 7 years. In these same years, in the early-dawn hours,
 8 a blue haze could be seen originating from the Rocky
 9 Mountain Arsenal, staying close to the ground,
 10 drifting from the southeast to the northwest, towards
 11 the South Platte Valley. We had to breathe this
 12 horrible, smelly, contaminated air.
 13 "The Arsenal has not been a good
 14 neighbor. It is my opinion that the U.S. Army and
 15 Shell Chemical did a first-class job of polluting the
 16 Rocky Mountain Arsenal and the surrounding water and
 17 lands, and they should be required to do a
 18 first-class job of cleaning up their mess. This
 19 cleanup must be satisfactory to the majority of the
 20 stakeholders.
 21 "In farming communities farmers buy a farm
 22 to grow crops to make a daily living. As the years
 23 go by, they are paying for the farm. When they
 24 retire, the farm which they bought and paid for is
 25 their retirement program. However, due to the Rocky

1 Mountain pollution and together with the stigma it
2 has caused for our neighbors, the value of our
3 property -- farm property -- and that of my
4 neighbors has declined drastically.

5 "I am a member of the Site Specific
6 Advisory Board and a member of the RAB. I have been
7 a member since both -- since they've started and
8 have missed very few meetings. During all the
9 negotiations by the parties on the cleanup of the
10 Arsenal, on-post and off-post, at no time was the
11 Henderson area ever represented by anyone. We were
12 completely left out.

13 "We have received all the off-post plume
14 that contains DIMP. There are over 100 citizens
15 receiving bottled water, thanks to the Colorado
16 Health Department, which spares these citizens from
17 drinking the well water that had been polluted with
18 DIMP. This has been a horrible situation for all of
19 us in the Henderson area.

20 "The water, land pollution has gone on
21 for 53 years, from 1942 to 1995. You would think
22 that the U.S. Government, via the U.S. Army, knowing
23 they caused great damage to its own citizens, would
24 lean over backwards to right the wrongs they have
25 caused. Instead, we have to get on our knees, beg

1 for safe water, hoping they will give us a little
2 something.

3 "As you know, the Shell Oil Chemical did
4 their share of polluting our air. I will give them
5 credit that they bought four to five houses just
6 north of the Arsenal on Peoria Street. I know they
7 paid market prices or above for these properties, as
8 two of these families are lifelong friends of mine
9 and were happy with the sale of them. I am hoping
10 that the Shell Chemical will give the same
11 consideration for the rest of the Henderson area.

12 "Therefore, it seems the solution to
13 correct the problem is to have a totally new supply
14 of water, perhaps from the city of Denver or mountain
15 water, brought to the polluted area. This new water
16 supply, along with the necessary pipelines and
17 distribution lines, should be paid for by the U.S.
18 Army and Shell.

19 "In other areas of the Arsenal of minor
20 pollution, I would agree with the U.S. Army that,
21 were it possible, capping and containment will
22 suffice. I would recommend the smallest amount of
23 soil you have to move the better and the smallest
24 amount of burning and thermal dispersions you do the
25 better.

1 "I know the Rocky Mountain Arsenal can
2 never be returned to the pristine state it was in
3 1942; however, if it is capped and contained areas
4 are fenced away from the public, the remaining 85
5 to 95 percent of the Arsenal will become the Central
6 Park of the Denver-metropolitan area, as Central Park
7 is to New York City."

8 And so that is my formal comments, but the
9 comments that I have that -- I have been totally
10 frustrated the last few days, trying to -- we're
11 going to set up a large meeting in the Henderson
12 area, hopefully at the buildings down there with --
13 the County buildings and stuff. I've got a whole
14 bunch of the ladies involved.

15 We're going to circulate petitions; we're
16 going to -- instead of being sent back, run over --
17 we've taken all the polluted water that has come off
18 of the Rocky Mountain Arsenal, yet no one has come to
19 us and said, "Well, what are you going to get?" I
20 say, what part of that 4,000 acre-foot belongs to
21 Henderson?

22 You know, nobody says nothing. Where are
23 the pipelines going to go? What size? At one time
24 they were talking 3-, 2-inch, 6-inch pipelines.
25 We're saying, "We want 12-inch pipelines out there."

1 We want a surface supply of water that either comes
2 from -- like over at Rocky Flats, they're getting
3 Carter Lake water. We want either mountain water,
4 Denver water, or, say, Thornton water or Aurora
5 water.

6 We will not accept any more underground
7 water such as they've been trying to propose to bring
8 out of the Prospect Valley -- hell, it's got radon
9 beyond the regular stuff that's in the -- in the
10 water over in this area.

11 So that's my comments.

12 MR. ZEIK SAIDMAN: Thank you.

13 (Applause.)

14 MR. ZEIK SAIDMAN: Next?

15 Try to -- again, try to be conscious of
16 other people having an opportunity to speak, and
17 those will be put into the record.

18 MR. RICK WARNER: My name is Rick Warner.
19 I live in Broomfield. I'm with the Site Specific
20 Advisory Board. If that wasn't mentioned earlier,
21 it's another board that people can come out and
22 become involved in and get information from. It's an
23 informal board. It's held the last Thursday of each
24 month in the Commerce City municipal building, and
25 sometimes we have intervening work group meetings.

1 It's a -- anyone can come. Anyone can participate.
 2 Anyone can sit in if they want.
 3 I will probably run over three minutes so
 4 please feel free to interrupt me.
 5 I'd just like to say, to begin with, that
 6 over the course of the last three years, some
 7 progress that I would like to say that has been made
 8 in meetings of this sort. This meeting I thought
 9 went a whole lot better than past presentations;
 10 fewer acronyms, less propaganda, less spinning
 11 towards one way or the other, a lot of clarity. I
 12 think we're on our way.
 13 Certainly, in the last year or so,
 14 documentation and help from the various parties is a
 15 lot better than it ever has been before. There's a
 16 lot more openness.
 17 So the -- they've agreed that the public
 18 needs to be involved. I'm afraid what I worry about
 19 is that they still don't embrace the public role.
 20 They still don't respect the public. I think you've
 21 heard a little bit about that from Jim. This happens
 22 in many areas.
 23 I'd like to read -- there's a group called
 24 the Federal Facilities Environmental Restoration
 25 Dialogue Committee. It's a long name. This is a

1 committee of Federal agencies, environmental groups,
 2 industry, local and city governments, health
 3 departments that have gotten together and said,
 4 "Things aren't working in Federal facilities. How
 5 do we make them better?"
 6 And what they've come up with is a series
 7 of reports which, one, helped contribute to the
 8 establishment of things like Site Specific Advisory
 9 Boards, administration advisory boards. But recently
 10 they've released -- I always forget the name of
 11 this; I'll look it up -- Principles for
 12 Environmental Cleanup of Federal Facilities.
 13 And I -- there's 14 of them. I have no
 14 intention of reading all of them, but I would like to
 15 read you the first one and the third one, the nature
 16 of the obligation. "The Federal government has
 17 caused or permitted environmental contamination.
 18 They are, in fact, the largest in the country.
 19 Therefore, it has not only a legal but an ethical and
 20 moral obligation to clean up that contamination in a
 21 manner that, at a minimum, protects human health and
 22 the environment and minimizes burden on future
 23 generations." I think that's an important part right
 24 there, future generations.
 25 "In many instances the environmental

1 contamination has contributed to the degradation of
 2 human health, the environment, the economic vitality
 3 in local communities. The Federal government must
 4 not comply with -- must not only comply with the
 5 law; it should strive to be a leader in the area of
 6 environmental cleanup, including environmental
 7 concerns, ecological concerns, and health
 8 requirements."
 9 I can heartily agree with the statement.
 10 That's -- I think that's certainly on track.
 11 That's exactly what I would like to see at the
 12 Rocky Mountain Arsenal. I don't think we are
 13 approaching that.
 14 The third item here is an item they call
 15 environmental justice. This is a -- not only
 16 theirs, but the president of the United States has
 17 issued an executive order on environmental dust for
 18 all Federal agencies to follow.
 19 It says simply here the Federal government
 20 has an obligation to make certain efforts to reduce
 21 the negative impacts of environmental contamination
 22 related to Federal facility activities on affected
 23 communities that have historically lacked economic
 24 and political power, adequate health services, and
 25 other resources.

1 I mention this because of the sort of
 2 things that Jim's talking about here. What has
 3 happened out here is, over the course of the last few
 4 months, we have seen that the citizens have come and
 5 said, "We want this contamination treated. We want a
 6 system where it will go away, but we don't want
 7 further emissions; we don't want more odors and
 8 vapors to come up; we want this site cleaned up. We
 9 want to feel good about the area we live in. We want
 10 our water to be safe; we want our water to be safe;
 11 we want our water to be safe." They say that all the
 12 time. I guess for a reason.
 13 Instead, what the Federal government and
 14 Shell Oil Company have done here is they have used
 15 water to extort a lesser cleanup of this site and
 16 still have not provided nearly enough water to
 17 satisfy the needs of Commerce City and Henderson.
 18 And we are now playing games with the distribution
 19 system, limiting the amount of water that can be sent
 20 out there. We don't really know where the plumes
 21 lie, what -- who exactly is going to be covered, who
 22 isn't going to be covered.
 23 The very reason there's a proposed plan
 24 today is because of water out there, because they
 25 agreed to water. There are no details to that

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1 agreement. You're agreeing to a pig in a poke if you
2 think this proposed plan has gone far enough along to
3 get what people need out of this.

4 MR. ZEIK SAIDMAN: Rich, how close are you
5 to wrap-up?

6 MR. RICK WARNER: Hours. Is that
7 three minutes?

8 MR. ZEIK SAIDMAN: Can you give us a
9 couple -- yeah, it's more than three minutes. Can
10 you wrap up in a couple minutes, and then other
11 people -- and then you can come back.

12 MR. RICK WARNER: Just simply, I think what
13 you want here is you want a cleanup that's going to
14 be protective now; people are involved with water
15 because the water's bad.

16 You want people -- you want a cleanup
17 that's going to be protective for your children and
18 your grandchildren and my children and my
19 grandchildren. And anybody else's children and
20 grandchildren that come here.

21 This area is developing rapidly. There's
22 going to be more people here in a very short period
23 of time. They need to know the ground they live
24 on is safe, that the winds that blow their way are
25 safe, and that the water that they're going to be

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1 using is safe.

2 (Applause.)

3 MR. ZEIK SAIDMAN: Other comments on the
4 plan?

5 MR. WALDO SMITH: I'd like to make a
6 comment.

7 MR. ZEIK SAIDMAN: Okay. Come up.

8 MR. WALDO SMITH: My name is
9 Waldo G. Smith. I'm a member of the SSAB and the
10 RAB. I'm also an aide to Councilman Dennis Gallagher
11 of the First District of the City and County of
12 Denver.

13 MR. ZEIK SAIDMAN: Is that -- does
14 everybody know what SSAB is?

15 MR. WALDO SMITH: What's that?

16 MR. ZEIK SAIDMAN: Do people know what SSAB
17 is and the two things you mentioned? I may be the
18 only person that doesn't.

19 MR. WALDO SMITH: SSAB is the Site Specific
20 Advisory Board to the Rocky Mountain Arsenal.

21 MR. ZEIK SAIDMAN: And the other thing you
22 mentioned was?

23 MR. WALDO SMITH: And the RAB is the
24 Restoration Advisory Board.

25 MR. ZEIK SAIDMAN: Okay. Thank you.

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1 MR. WALDO SMITH: At the beginning of this
2 discussion I didn't feel like I should be saying
3 anything, but as a result of what I've heard, I would
4 like to introduce into the record part of my comments
5 on this cleanup exercise. And it all starts out with
6 a letter from the acting deputy assistant secretary
7 of the Army from Washington. It's addressed to my
8 colleague, Dennis Gallager.

9 "I would like to thank you and Mr. Smith
10 for your letter of August 29th to President Clinton
11 concerning a trust fund provision in the agreement as
12 a conceptual remedy for the cleanup of the Rocky
13 Mountain Arsenal."

14 And I go further in my comments by saying,
15 with specific reference to a possible trust fund, a
16 little research by a naive layman indicates some
17 interesting facets and financial aspects of the Rocky
18 Mountain Arsenal cleanup. And what I've found was
19 that, over the years, our United States Government
20 has misused the term "trust" specifically in
21 connection with Social Security. They have taken the
22 word "trust" to mean "slush." And as a result, we
23 have concern over our trust funds.

24 This is very unfortunate, that we should
25 allow this to continue. And if I have any breath

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1 left in me at the end of this year, I'll continue to
2 pursue this problem.

3 I go on by saying that the trust fund --
4 I'm not going into the details because that's
5 annoying.

6 Please notice that at the beginning of this
7 discussion, under Item 4, I mention escrow. The
8 scheme would not be effective in the present fiscal
9 year. The Army has been assured of its
10 appropriations for this fiscal year. This situation
11 would, hopefully, give a public-private partnership
12 an opportunity to bolster the trust fund with
13 individual or corporate tax-exempt donations. This
14 will give the general public a direct chance to
15 rehabilitate the environment we need to protect for
16 our survival and -- in parentheses -- and
17 politicians. The fiscal control of the trust fund
18 should be overseen by the General Accounting Office
19 as an independent, unbiased government agency.

20 Thank you very much.

21 (Applause.)

22 MR. ZEIK SAIDMAN: Any comments from the
23 panel? Okay.

24 All right. Any other comments?

25 MS. CATHY COFFEY-WEBER: Zeik, right there.

1 MR. ZEIK SAIDMAN: I'm sorry. Okay.
 2 Again, state your name, organization, if
 3 you're with one, and your city of residence.
 4 MR. SRINADH IYENGAR: My name is
 5 Srinadh Iyengar; I come from the Highlands Ranch.
 6 Myself and my son were visitors. We just came to see
 7 the wildlife but got our program canceled but have
 8 sat here listening to what was happening.
 9 Just to tell you two bad experiences that
 10 we did have -- we're now in the beginning of this
 11 process. Just two weeks back I was going through the
 12 Merritt Island Wildlife Preserve, and I was very sad
 13 to read the story of one songbird that would appear
 14 ten years, people watched it diminish in numbers
 15 slowly and finally it died. But today we say we're a
 16 thriving wildlife national preserve. And I hope
 17 that, in years to come, that you will come to see
 18 that similar suggestion here but not hear the same
 19 sad story.
 20 The second thing is I moved from San Diego,
 21 from an area called Tierrasanta, where one of the
 22 first things we heard when I went there was there
 23 were unexploded shells in that area and two children
 24 were killed picking up -- picking those up.
 25 And even today the discussion is still going on,

1 after 40 years. And people are still trying to find
 2 out how they can get rid of these shells. And I hope
 3 that we won't be able to hear or see those problems
 4 come back.
 5 Thank you.
 6 MR. ZEIK SAIDMAN: Thank you.
 7 (Applause.)
 8 MR. ZEIK SAIDMAN: Any comments?
 9 All right. Anybody else?
 10 Okay.
 11 MS. SANDRA JAQUITH: My name is
 12 Sandra Jaquith, and I've been involved in this
 13 process for about 12 years. I started off as a
 14 member of Citizens Against Contamination, an
 15 organization based in Commerce City. We got involved
 16 because there was TCE in the water in the Commerce
 17 City area, and we started fighting for cleanup of
 18 water, and our group continued then into a monitoring
 19 process of the cleanup of the Rocky Mountain
 20 Arsenal.
 21 For the last year and a half I've been a
 22 member of the SSAB, which is the Site Specific
 23 Advisory Board, and I'm community cochairperson of
 24 the RAB, which is the Restoration Advisory Board,
 25 for the cleanup of the Rocky Mountain Arsenal. As

1 many of you already know, we have written comments
 2 that are due by December 15th, and I'll be doing
 3 detailed written comments at that time.
 4 MR. ZEIK SAIDMAN: Sandra, what city of
 5 residence did you mention?
 6 MS. SANDRA JAQUITH: I'm sorry, Denver --
 7 I'm a citizen of Denver, Colorado. Grew up in
 8 Commerce City and lived here until -- well, lived
 9 here for about 30 years before I moved into Denver,
 10 which is how I got involved in this process.
 11 There are just a couple of things that I
 12 wanted to make a point of this morning on the
 13 record.
 14 As some of you probably realize, there are
 15 many of us here who could probably go on for hours
 16 about our comments about the cleanup of the Rocky
 17 Mountain Arsenal, and that brings me to the way this
 18 whole thing is structured.
 19 One of the comments I've made in public in
 20 the past I would like to make for the record today is
 21 that I'm very much opposed to the way this whole
 22 document was structured. For those of you who aren't
 23 involved in this process, as you read this document
 24 you would think that there are actually
 25 five alternatives that are being considered for

1 treatment or a remediation of the Rocky Mountain
 2 Arsenal.
 3 And the truth is that what they describe on
 4 the second page as the agreement that they reached,
 5 the parties reached back in June, really does make a
 6 definite agreement about what course they are going
 7 to pursue for the remedy as -- at the Rocky Mountain
 8 Arsenal.
 9 Now, what we've been told is that in the
 10 process -- this is a legal process that they have to
 11 follow, the meeting they have here today, and they'll
 12 listen to all of our comments. But unless there's
 13 something that really will derail their agreement,
 14 the agreement is also set pretty much in stone. And
 15 so the alternatives that you're reviewing and
 16 commenting on I think are really a misnomer. I think
 17 it's really an illusion about public comment about
 18 the cleanup or the remediation of the Rocky Mountain
 19 Arsenal.
 20 My second comment about this process is the
 21 use of the word "cleanup." And I've used it a couple
 22 times this morning. And I'm sorry to have that be
 23 such an easy phrase to use because there's no cleanup
 24 at this site. At this point there's nothing about
 25 a -- "cover-up" is the word I use for it. And I

1 don't mean that just to be sarcastic about it.
 2 It's simply a matter of landfilling
 3 contamination, some of the contamination, and putting
 4 a -- sometimes a very thin soil cap or cement cap
 5 over the rest of it.

6 One of the concerns we have is the
 7 long-term monitoring and maintenance of those caps.
 8 In our processes of discussion about maintenance,
 9 they are talking about a 30-year program, and we
 10 think this is a -- this is contamination that will
 11 last for hundreds -- if not thousands -- of years,
 12 and we're very concerned that, if they're not going
 13 to clean this up, that there be an adequate process
 14 for monitoring and maintaining the remedy that they
 15 have in place, which goes back to Waldo's comments
 16 about a trust fund.

17 One of the things that was raised earlier
 18 today by Roland Russell from Commerce City is the
 19 SAPC process that we were involved in. And that was
 20 the discussion that we describe on page 2 when they
 21 cited their alternatives.

22 The public was -- there were several of us
 23 or many of us who were involved in discussion leading
 24 up to the decision of their remedy. But when the
 25 parties actually decided their remedy, they went

1 behind closed doors with their own discussions and
 2 decided what the remedy would be.

3 One of the things that I would ask is that
 4 all of the citizens' comments throughout that period
 5 of the SAPC negotiations be included as part of the
 6 official record so that those are also considered as
 7 comments in the process of the decision of
 8 remediation of the Rocky Mountain Arsenal.

9 And last but not least and one of the most
 10 important issues today ties into the whole issue of
 11 the cleanup or the nonclean-up of the Rocky Mountain
 12 Arsenal, and that is that the argument for doing
 13 covers, rather than any other kind of treatment --
 14 well, there are many, money being one of them.

15 And one of the others is those
 16 contaminations aren't reaching anybody. But those
 17 contaminants will still be going into groundwater,
 18 and we have major groundwater problems out here. And
 19 with that in mind, one of the big fights that you
 20 heard Jim Erger talk about earlier is how much water
 21 will be available for the citizens of the surrounding
 22 communities whose water has been affected by these
 23 contaminants, contaminants that they didn't put in
 24 place and that they had no control over.

25 It's a travesty if Henderson, which lies

1 directly to the north, northwest of the Rocky
 2 Mountain Arsenal, does not have an alternative water
 3 supply. We're very concerned about all of the issues
 4 of water, including the amount of water that is given
 5 to SACWSD -- which is the South Adams County Water
 6 and Sanitation District -- how many homes in the
 7 plume above the Rocky Mountain Arsenal or north of
 8 the Rocky Mountain Arsenal will be hooked up, how big
 9 the pipes will be that connect the alternative water
 10 supplies with those homes, and whether or not there
 11 will be any water available and any process available
 12 for expansion by Commerce City or the other
 13 communities into the north and northwest area once
 14 the remediation has taken place.

15 So as an outline of my major concerns, you
 16 can probably see that I'm not very happy with the
 17 decisions that they've come to concerning the
 18 remedies of the Rocky Mountain Arsenal. I think that
 19 they leave a great deal to be desired. They're
 20 minimal at best.

21 And I hope that all of you who are here
 22 today for the first time, with these kinds of
 23 comments in mind, will take some time to reexamine
 24 the document they've given you and call some of the
 25 agencies on here, particularly including the State

1 and the EPA. I tend to think of the State as here to
 2 protect your interests. And though I have
 3 disagreements with them occasionally, I believe that
 4 they're here for us.

5 Call somebody from Commerce City or South
 6 Adams County Water District or ask to get a hold of
 7 me or somebody from SSAB or RAB, and we'll be happy
 8 to talk to you about some of our concerns and the
 9 processes that we have had or the involvement that we
 10 have had in this process.

11 MR. ZEIK SAIDMAN: Thank you.

12 MS. SANDRA JAQUITH: Thank you.

13 (Applause.)

14 MR. ZEIK SAIDMAN: Before the next person
 15 makes a comment, I'd promised that the tour group who
 16 wanted to take a bus could leave at 11:30. And,
 17 Bill, maybe they'd go through that exit down there.

18 MR. BILL THOMAS: If they would, please.

19 Whoever wants to go on the bus tour this
 20 time should, for right now, just exit through there.

21 Thank you.

22 MR. ZEIK SAIDMAN: They've been patiently
 23 waiting. But we have other business, and we will
 24 again continue with the comments that people want
 25 to make.

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1 MS. LAURA WILLIAMS: Zeik, I'd like to just
2 respond a little bit to what Sandy said before we
3 start again.

4 MR. ZEIK SAIDMAN: Okay. Can we
5 reconvene.

6 Laura wanted to respond -- Sandra --
7 Sandra, Laura wanted to respond to something in your
8 comments.

9 MS. LAURA WILLIAMS: I just wanted to
10 reiterate again that EPA very much wants to hear
11 public input in the process. We don't consider it
12 just a little process that we go through. We take it
13 very seriously.

14 And I think that to come to a conclusion
15 that somehow there was a cover-up, as it's been
16 discussed, unfairly characterizes what's been going
17 on at the Arsenal. We've had a very contentious
18 nature with all the stakeholders involved, lawsuits
19 between the parties going on, and so it makes sense
20 that we do have to come to some kind of agreement
21 amongst ourselves before we can even come to the
22 public with any kind of a meaningful proposal on how
23 to clean up the site.

24 So I believe very strongly that we have
25 come to that agreement; we have commitment from all

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1 the stakeholders saying, "Yes, we believe this is the
2 right way to go." And this meeting, even though it
3 is part of the formal process, is our way of coming
4 to the community and saying, "Please tell us what you
5 think of this."

6 So at least from the Environmental
7 Protection Agency's viewpoint, this is a very
8 important part of selecting that remedy. It's not
9 just going through the motions of pretending that
10 we're hearing what you have to say and then just
11 coming up with our own decision. And I feel that --
12 I've been involved at a lot of other Superfund sites,
13 and this is a very typical process for all Superfund
14 sites. It is not something just specific to the
15 Arsenal.

16 MR. ZEIK SAIDMAN: Thank you.

17 Comment? For the record. And name --

18 MR. LARRY FORD: Okay. My name is
19 Larry Ford. I'm the manager of the South Adams
20 County Water and Sanitation District in the Commerce
21 City area. I live at 12388 Leevy Circle in
22 Henderson, Colorado.

23 I thought maybe I ought to get up and say a
24 few words so that you do know that the water district
25 is very interested in what's happening. We've worked

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1 with the Army for many, many years, and we've got the
2 Klien treatment plant built at the Army's expense and
3 EPA. They did a very good job, and they worked very
4 closely with us.

5 The problem is is the Klien treatment plant
6 doesn't deal with some of the future contamination
7 that we see coming at us, and that's why we felt that
8 the only way to put this community back is to -- to
9 have a new water supply.

10 It's probably the most critical thing for
11 the Commerce City area and the Henderson area, is
12 that the water supply be replaced. We've -- we've
13 got the rights to -- I believe it's around
14 12,000 acre-feet of water. The Army and Shell are
15 saying, "We'll replace 4 of it, 4,000 acre-feet."
16 But we don't think that's enough, especially with the
17 Henderson area.

18 The main reason is, if you have
19 4,000 acre-feet of very pristine water that you can
20 mix with the Klien treatment plant water, it would
21 probably -- we'd end up with something that would be
22 acceptable to the citizens. But we've got to make
23 sure that it's a -- it's very high-quality water,
24 and we've got to make sure that Henderson is
25 dealt with.

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1 The citizens -- there's a lot of you
2 sitting in this room -- we went forward, we got the
3 coalition formed and several other committees. We
4 got to sit at the table in the negotiations. We feel
5 we were a friend of the Army and EPA -- Army and --
6 and Shell. I think they got by with a lot less than
7 they would have got by with if they -- we hadn't
8 have been at the table.

9 I think the State and EPA wanted much more,
10 as far as the cleanup. But we knew we had to get it
11 done. We couldn't sit here for another ten years
12 before we made a decision. We couldn't end up in
13 court.

14 But I think the main thing was that we
15 expected that we would end up with a water supply for
16 the community that would help put our lives back
17 together, that we would -- that we could see growth,
18 we could see things happening that hasn't happened
19 now. Maybe our property values would come back. We
20 live out here, we can't get any development, and it's
21 all because of the water.

22 We're not saying the Army's totally
23 responsible. We know they're not in our present
24 area. So maybe the 4,000 acre-feet doesn't look bad
25 for our area, if it's good water, but -- but what

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1 about Henderson? Henderson's very important because
2 the contamination in Henderson is directly related to
3 the Army and the Rocky Mountain Arsenal.

4 So I guess I play on the Army and Shell's
5 sympathy, that -- you want the citizens behind you,
6 you want to get this thing wrapped up. You know,
7 look at -- look at Henderson, look at some more
8 -water, and look at a good quality water so that our
9 community can be put back together.

10 Thank you.

11 MR. ZEIK SAIDMAN: Thanks.

12 (Applause.)

13 MR. ZEIK SAIDMAN: Okay. Additional
14 comments?

15 Okay. Name, organization if you're with
16 one, and the city.

17 MR. DAN MULQUEEN: My name is
18 Dan Mulqueen. I'm a resident of Denver. I'm a
19 member of the Site Specific Advisory Board and the
20 Restoration Advisory Board.

21 And as a result of the -- a lot of people
22 have referred to the fact that some organizations of
23 people were involved in the SAPC steering and policy
24 committee -- subcommittee -- or committee
25 negotiations. And when that came to an end and we

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1 were finally invited out of the negotiations, we
2 did 10 or 15 minutes of a round on the 20 different
3 sites or so, what objections and what concerns we had
4 about those sites.

5 But one issue came up for every one of
6 those sites and one issue only, and that was dioxin,
7 which is a contaminant that citizens have suspected
8 out here for a long time due to the haphazard and
9 uncontrolled burning, and it's a great health
10 concern, worldwide and locally.

11 And we still haven't seen any information
12 or any approach to dioxin as a contaminant. That's
13 something we think might be a serious mistake, due to
14 the fact that this will be a wildlife refuge; the
15 wildlife might be impacted by it if it's here without
16 testing for it anywhere. I think there's a great
17 risk that the wildlife refuge might be
18 unsustainable, nonsupported, and might become a
19 problem in the future. And I just -- I really think
20 we need an answer to that before we go too much
21 further.

22 We have another problem -- I personally
23 have a real problem with the fact that land disposal
24 restrictions -- which is something that Congress
25 instituted in 1984 in the Reagan administration,

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1 which -- very strong law against burying hazardous
2 waste without treatment. There's no document that
3 containment of waste is, in the public perception,
4 far superior to dispersal through incineration.

5 But I don't think that the matrix goes far
6 enough, in that there are alternatives to just
7 untreated land disposal. I think there's
8 alternatives to incineration. I think those have to
9 be considered at greater length than has been
10 considered here.

11 Right now I think what's being considered
12 for -- as waivers against land ban are things that
13 may or may not be legal, and I think they should be
14 looked at really seriously. I think just an
15 agreement, the conceptual remedy -- agreement on a
16 conceptual remedy made by the parties is kind of an
17 agreement not to sue each other over these things.

18 And I think a Judge ought to look at this
19 and see whether or not RCRA is in -- kind of being
20 sidestepped by what's called the CAMU rule, which is
21 a rule that they're -- it's already been sued under
22 by the Environmental Defense Fund in Washington, and
23 there's some kind of a settlement working on that,
24 where the EPA has agreed to either rewrite or do away
25 with CAMU.

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1 Now, if this whole remedy is built on
2 supposed exemption from the land ban and that
3 exemption goes away before the remedy's even begun to
4 be implemented, where are we then? Well, let's see a
5 contingency for that.

6 Let's see some contingencies for seeing if
7 keeping the lakes full doesn't -- if that
8 doesn't -- it's theoretical. They say, if they find
9 enough water to keep the lakes full, then the plumes
10 won't move around. Well, what if that's not true?

11 I mean, these are the kind of things we're
12 going to find out when they're performed. You know,
13 hopefully, it will be good enough monitoring that
14 we'll know whether or not this is successful. If
15 it's not successful, then what? I think we have the
16 right and the obligation to consider these things,
17 and the public should be able to comment on these
18 things, not just comment on what we've already seen.

19 I think we -- we need to see the
20 contingencies. What happens if these things don't
21 work? What happens if the rules change? What
22 happens if the laws and the exemptions to the laws
23 change or are found illegal? Then what?

24 There's a lot of money here. There should
25 be more money. Poor -- the Federal government

1 poor-mouth and -- about cleaning up their own mess
 2 infuriates me. When they need a B-1 bomber, there's
 3 no poor-mouthing. They just go get the damn money.
 4 The whole government's supposedly shut down today,
 5 nonessentials shut down today. Well, they found a
 6 way to put this together. They found a way to carry
 7 it out. Shell came up with the money to pay the
 8 salaries of the people who came today.

9 Let's -- you know, let's get one way or
 10 the other. We either don't have the money or we do
 11 have the money, but I think it should be
 12 generalized.

13 And the issue of water is -- is critical.
 14 I think we should see the water before we see the
 15 decision.

16 Thank you.

17 MR. ZEIK SAIDMAN: Thank you.

18 Comments from --

19 MS. BARBARA NABORS: I wanted to respond to
 20 part of Dan's comment.

21 In response to the dioxin issues, that's
 22 been a concern that's been expressed by Dan and other
 23 stakeholders. The State went ahead and embarked on a
 24 small-scale study to look at the dioxin in the tissue
 25 of animals and soils here at the Arsenal, and I've

1 been frustrated because that data isn't available
 2 yet. And I know that you've been asking me
 3 frequently about the whereabouts of it.

4 Part of the reason for the delay is that
 5 our wildlife toxicologist, who's performing the
 6 study, decided that we needed to expand the scope of
 7 the analysis, and that is the reason that we haven't
 8 gotten the information out yet. But I can commit to
 9 you that, when we get it available, we will make that
 10 available to the other -- to the stakeholders.

11 MR. DAN MULQUEEN: Thank you.

12 MS. LAURA WILLIAMS: I also have a small
 13 comment --

14 MR. ZEIK SAIDMAN: Laura.

15 MS. LAURA WILLIAMS: -- just in terms of
 16 the Superfund process.

17 If there are changes in the remedy that are
 18 made, if they're small changes -- such as, "Well,
 19 let's move the building over 1 foot" -- that
 20 generally does not go out to the public for
 21 additional comment. However, if it is a large change
 22 which says, "We can no longer landfill" or "The cap
 23 is going to be changed so significantly that it's
 24 totally revised," that will go out to the public for
 25 additional comment, and it will go through this

1 formal public comment process that you're seeing here
 2 for the proposed plan.

3 MR. DAN MULQUEEN: Can you name that
 4 process? Is that significant -- the planning a
 5 significant difference? Is that what --

6 MS. LAURA WILLIAMS: It's just called
 7 post-record of decision changes, and there are
 8 two different documents that can be produced as a
 9 result of that. One is the explanation of
 10 significant differences, and the other one is called
 11 a ROD amendment, literally amends the entire remedy.

12 MR. DAN MULQUEEN: And can you tell us
 13 which of those are open to public comment?

14 MS. LAURA WILLIAMS: Sure. The ROD
 15 amendment 100 percent is. The explanation of
 16 significant differences is made available to the
 17 public, does not incorporate public comment, quote,
 18 unquote, as part of its selection, but it can be
 19 developed that way.

20 AUDIENCE SPEAKER: And that's up to
 21 the EPA?

22 MS. LAURA WILLIAMS: Up to the parties
 23 as -- as things are being developed. I would think
 24 it's more a reflection of community involvement and
 25 community concern, more than it is does EPA want to

1 do it.

2 MR. ZEIK SAIDMAN: Okay.

3 MR. RAY RAUCH: Comments, Zeik.

4 MR. ZEIK SAIDMAN: Michael, Ray. Okay.

5 MR. MICHAEL ANDERSON: I'd just like to
 6 comment that Shell, as well as the other parties here
 7 at the table, except the Colorado Department of
 8 Health, are all signatories to a Federal facility
 9 agreement in 1979 which had a settlement agreement
 10 associated with it on how Shell would help pay for
 11 cleanup activities.

12 Shell is not paying the Army while they're
 13 on furlough. That is an incorrect statement, Dan. I
 14 don't know where you got your information.

15 MR. ZEIK SAIDMAN: Ray, did you have
 16 something?

17 MR. RAY RAUCH: Yes. To date the service
 18 has found no wildlife that attributes the death to
 19 dioxin. We provided specimens to the State to look
 20 for dioxin residues there. So to date we don't have
 21 any evidence of any wildlife that's been affected.

22 MR. DAN MULQUEEN: But you say that you --
 23 you haven't found anything that you've attributed
 24 dioxin as a cause of death.

25 MR. RAY RAUCH: Cause of death.

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1 AUDIENCE SPEAKER: But have you found
2 wildlife with tissue concentrations of dioxin?

3 MR. RAY RAUCH: No. That's what's provided
4 to the State, to look for those. But we found
5 other -- the contaminants and if it's another
6 wildlife disease or trauma, hit by a car or
7 something.

8 MR. DAN MULQUEEN: Okay. Do you know what
9 the -- what the -- what kind of pathology results
10 from dioxin poisoning?

11 MR. RAY RAUCH: We didn't look for dioxins
12 on those things. We were looking for the chemicals
13 of concern.

14 MR. DAN MULQUEEN: Why are not the --
15 Charlie, why are not the dioxin, PCBs, MDMA, and --
16 one more -- are not in the human health risk
17 characterization? There's -- there are four
18 chemicals that seem to be drivers that aren't listed
19 here. Do you remember what -- when -- what are we
20 going to do about that?

21 MR. CHARLES SCHARMANN: Well, let me first
22 explain how we went about developing that list that's
23 in the proposed plan.

24 The contaminants of concern, that list
25 resulted from an exhaustive review of all the

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1 chemicals that were used on Rocky Mountain Arsenal
2 and a database that -- we had to figure out exactly
3 what we expected to find out here. That's a very
4 extensive list of chemicals. Okay.

5 We did some screening analyses as part of
6 our investigations to find out exactly what may be
7 there, and we used that information to tell us how
8 frequently some things were detected and -- in order
9 to get us a smaller list. That's not a list of every
10 single compound that may be at a site, but it's a
11 list of chemicals that would drive you and your
12 decisions of what remedy you pick between a -- to
13 clean a site up.

14 In the case of the animals, a smaller list
15 was developed because those are the chemicals most
16 likely to be found in animals out here. Based on
17 historical analysis, our view was that dioxin, if --
18 we do not have a likelihood that dioxin would be out
19 here in levels that would be of concern. And in
20 fact, much of the remedy that we've already developed
21 for other chemicals also would address dioxin or
22 other chemicals that are in that area.

23 So because there was not a specific program
24 for it, you know, does not mean that it's not being
25 addressed by our remedy. The State is doing some

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1 additional work, and based on that, there may be
2 something identified to say, "Hey, maybe you need to
3 do some additional work for dioxin." But our view is
4 that that is not the case, and -- but we're open, as
5 studies go on, to take a look at that.

6 MR. DAN MULQUEEN: Wasn't that -- isn't
7 the part of the beauty of a burying solution, in that
8 it doesn't really matter what's there; you're just
9 burying it anyway?

10 MR. CHARLES SCHARMANN: Well, you certainly
11 have to have a material characterized to the point to
12 know what containment measures to use, and you want
13 to make sure liners -- to the extent that you're
14 using liners -- are compatible with the waste that
15 you're putting in touch with those liners.

16 So certainly, you know, you need to have
17 some level of characterization done. We feel we have
18 extensive soil data to know, you know, what we're
19 putting in our landfill. And yes, in the case of --
20 if dioxin were there, it would be contained by the
21 facilities we're putting in, that's right.

22 MR. ZEIK SAIDMAN: Let me give some
23 other -- thank you.

24 Anybody else? I mean -- opportunity to
25 ask a question.

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1 And let me -- Bill was asking me if
2 there's anybody else interested in the tour bus. Is
3 anybody else? Okay.

4 Bill, do we have a bus available? Do you
5 want to go now, or do you want to stay --

6 AUDIENCE SPEAKER: We want to stay.

7 MR. ZEIK SAIDMAN: You want to stay.
8 Okay.

9 MR. BILL THOMAS: So can I get a show of
10 hands how many people are interested in a tour?
11 That's fine. We have plenty of room.

12 Thank you.

13 MR. ZEIK SAIDMAN: Okay. And about a half
14 dozen, Bill, raised their hand.

15 Do you want to stay till the end of the
16 hearing? Okay.

17 All right. Let me just also get a show of
18 people who want to make comments. How many more
19 people want to make -- this gentleman does over
20 here. Anybody else besides this gentleman in terms
21 of comments? Okay.

22 Go ahead.

23 Name and organization, if you would.

24 MR. RON PACE: My name is Ron Pace. I'm a
25 citizen of Commerce City, and I have been for life.

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1 First of all, I want to thank the board for
2 at least coming out. And you have been very
3 informational, and I thank you for that.

4 But to the citizens, I -- I thank you for
5 your concern. As you know -- as you see me, I'm a
6 very young person, and I am very concerned about the
7 water situations and the soil that is here at the
8 Arsenal. I've lived here my whole life, and the
9 biggest complaint that I hear, just from friends that
10 I have over, is "What's this smell? What's the
11 water?" Well, I agree with them. What is the
12 smell? What is the water?

13 And one thing I ask -- and that I want to
14 take part of -- is let's unite, let's get this thing
15 fixed. I want to know the organizations that I can
16 stand behind that is going to watch people like this
17 and say, "Hey, let's get this thing fixed. We can
18 work together, that's fine, but let's get it fixed."

19 I want to thank everybody for their
20 concerns, and I appreciate it from one young person
21 to everybody else.

22 (Applause.)

23 MR. ZEIK SAIDMAN: Okay. Final comments?
24 Rich, you had some more comments?

25 Okay. Does anybody -- has anybody not had

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1 a chance to speak who would want to speak?

2 MR. ROGER BAIN: I think I want to say
3 something.

4 MR. ZEIK SAIDMAN: Do you want to say
5 something?

6 If you don't mind, Richard.

7 MR. RICK WARNER: No.

8 MR. ZEIK SAIDMAN: Anybody else who wants
9 to speak before we repeat again?

10 Okay. You want to speak.

11 Okay. Anybody else?

12 All right. And then we'll go back
13 through people who had a chance to speak already,
14 to be fair.

15 MR. ROGER BAIN: My name's Roger Bain. I
16 live in Henderson.

17 And one of the things -- this whole
18 situation has been frustration to me. Part of
19 it's -- I didn't understand how they came up with
20 the conclusion to not clean up anything off-site. I
21 read the materials at the library, and I did not --
22 was not happy with the fact that they did their
23 tests, were short -- let's see, how do I want to say
24 this? They tested their like unknown pesticides on
25 dogs. They fed them to them for a month to determine

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1 long-term effects over a short-term period. And I
2 don't think that's reasonable.

3 And also, when they did the background
4 tests for what's north of the Arsenal, what
5 contaminants there are there, they didn't do anything
6 from the south. There are no test sites from the
7 south of the Arsenal. All of them were north.
8 There's one east, one west. Where in the hell's the
9 south?

10 That doesn't make any sense, logically, for
11 scientific conclusions.

12 MR. ZEIK SAIDMAN: Panel, do you want to
13 respond to that point?

14 Charlie?

15 MR. CHARLES SCHARMANN: Yeah. I guess I'd
16 like to question whether you're referring to water or
17 soil tests first.

18 MR. ROGER BAIN: Both.

19 MR. CHARLES SCHARMANN: Okay. With regard
20 to the soil tests that were done, we did a lot of
21 soil sampling on the Arsenal. And based on those
22 results, we were able to see where soil possibly had
23 blown off the Arsenal. And the trends, based on wind
24 patterns -- basically, the prominent winds are to the
25 north and to the east. And so that's where surface

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1 soil was blowing, and that's where we concentrated
2 our tests.

3 We did take soil samples on the south edge
4 of the Arsenal, and . . .

5 AUDIENCE SPEAKER: Not off.

6 MR. CHARLES SCHARMANN: Right. Not off
7 because, based on the results that were on the
8 Arsenal, we did not see results that were high enough
9 to say that it would go any further south.

10 I believe EPA, in response to some concerns
11 of some citizens down in the Montbello area, has
12 taken some samples, but that's -- to address the
13 specific concerns of folks in that area.

14 But based on the data we have on-site, I
15 think that the parties are in agreement that we've
16 looked at the areas where there was a chance that our
17 chemicals could have migrated.

18 With regard to groundwater, groundwater
19 flows from the south to the north to the northwest.
20 So that's -- that's the reason why we concentrated
21 our efforts in groundwater, you know, to the north,
22 because those are the areas that could have been
23 impacted by our Arsenal operation.

24 MR. ROGER BAIN: I understand that part but
25 I'm thinking of like a blank. You know, what's not

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1 there is in the south or south -- on the southern
2 side. So anything that you do on the north side, you
3 do have contamination, you have a level that's
4 already there, you're not seeing that -- well, maybe
5 before anything was here to the south -- you're not
6 seeing what wasn't there.

7 Does that make any sense?

8 MR. CHARLES SCHARMANN: As a -- like a
9 background sample? Is that --

10 MR. ROGER BAIN: Yeah. I mean like
11 blank --

12 MR. CHARLES SCHARMANN: Okay. We did test
13 some areas totally removed from Rocky Mountain
14 Arsenal. And in some cases we went north and east of
15 Brighton, you know, areas that would not be impacted
16 by, say, wind transport of soils and things such as
17 that. And we took some samples to try to establish
18 what the ground ought to be, and in an agricultural
19 community you do have some pesticides in your
20 background samples.

21 MR. ROGER BAIN: I understand that.

22 MR. CHARLIE SCHARMANN: And we used that
23 information to see whether the Arsenal has impacted
24 the areas above what we would call background
25 levels.

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1 So we did try to address that. Taking
2 samples south of the Arsenal, you know, wouldn't
3 necessarily be background, necessarily. You know,
4 north of the Arsenal it's highly agricultural so we
5 went into areas like -- again, I said north and east
6 of Brighton where -- that are similar but unaffected
7 by the Arsenal. So we did try to address that very
8 issue.

9 MS. BARBARA NABORS: You might also mention
10 that the State was concerned with the soil off of
11 those, as well. And as part of the conceptual remedy
12 and the off-post RAB, there's going to be 160 acres
13 of surficial soil tilled to try and remove it from
14 the surface in the off-post area.

15 And I'm thinking that perhaps your comments
16 about short-term versus long-term tests had to do
17 with DIMP and water and the mink studies and that
18 sort of thing. That -- you probably know that that
19 was a major, major concern of the State.

20 And the Army is using our State groundwater
21 standard of 8 parts per billion so we are -- feel
22 comfortable that that issue has been resolved.

23 MR. CHARLES SCHARMANN: I guess one further
24 thing, address your concern and then Jim's comment
25 regarding being left out. And I apologize. You

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1 know, we try to make ourselves available to address
2 questions. Some folks have been involved in
3 discussions over the past year, year and a half. We
4 always can do a better job of that.

5 And you know, we'll be committed to work
6 with you, whatever meetings that you want to attend
7 where we talk about the water supply issue, who gets
8 hooked up, who doesn't, you know, where pipelines go
9 and things like that.

10 A lot of that has not been even discussed
11 yet. The commitment is there to address that area.
12 How we go about doing that in terms of where the
13 waterlines are -- is it South Adams County? Is it
14 Brighton? There are new wells that need to be
15 installed, things such as that. Those discussions
16 need to take place.

17 We've been working with Tri-County to try
18 to survey the area to see what some of the concerns
19 are that people want to know. There's -- we've heard
20 there were some concerns of some folks who saw that
21 survey.

22 So I guess we'd like to work with whoever's
23 interested in that, but we need to get out in that
24 area and hear some of the concerns, and that was the
25 purpose of this survey that was developed by

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1 Tri-County, was to use that as a vehicle to get out
2 there and find out, you know, what the people had on
3 their mind, what they want. Do they want to be
4 hooked up to a municipal water supply? You know, do
5 they want a monthly water bill? Things like that.

6 I mean, we don't want to force something on
7 somebody, so we need to definitely get in touch with
8 the community.

9 And, Jim, we'd like to work with you and
10 anybody else, really, who wants to get involved in
11 that. We need help on it.

12 MR. ROGER BAIN: Okay. I don't have other
13 questions.

14 MR. ZEIK SAIDMAN: Okay. Back there, this
15 gentleman. Comment on the proposed plan, name, and
16 organization.

17 MR. MIKE WALTEBURG: My name is
18 Mike Waltenburg. I live in Commerce City. I've been
19 a 30-year resident of the area. I was stationed at
20 the Arsenal for 4 1/2 years, and I have several
21 questions about carcinogenics.

22 The thing that I had some questions about
23 is, right now I've asked several questions, and I
24 have not received any direct answer on any of them.
25 I've had disturbing questions. For one, I have --

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1 right now I don't believe any of the people on the
2 board can sit there and give -- have a list of all
3 the names of the people that worked on the Arsenal,
4 what happened to -- up to this time -- on health
5 issues.

6 MS. LAURA WILLIAMS: I think EPA can.

7 MR. MIKE WALTEBURG: Do you have it
8 with you?

9 MS. LAURA WILLIAMS: I don't have it
10 with me.

11 MR. MIKE WALTEBURG: How long would it
12 take you to give me this information?

13 MS. LAURA WILLIAMS: I don't know. I'd
14 have to check.

15 MR. MIKE WALTEBURG: The other one -- the
16 other thing is the carcinogenics that the Arsenal had
17 at the time, from the inception until now, that --
18 the waterborne, the movement of the water. What
19 happened to all the little particles of dust every
20 time the wind blew out here and it picked up and went
21 to the south, went to the north, went into Commerce
22 City, and even went down into Denver?

23 And I -- you know, I don't hear any --
24 anyone saying that we have a medical program or --
25 or even an organization or even a -- something to

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1 fall back on for skin cancers, for any of the number
2 of things that can come up with these carcinogenics.

3 I don't think anybody really thinks about,
4 you know, this stuff could have happened -- you
5 could have driven by the Arsenal in a dust storm in
6 the '60s and die tomorrow from it.

7 And this stuff is continuing to go on.
8 Right now they're talking about putting caps on
9 them. What happened to the caps right now? Are
10 there exposed areas right now? They're talking about
11 surface. I asked a question here about a year ago
12 about -- I watched them killing off the prairie dogs
13 out here. They said that they were doing that
14 because they were getting rid of the prairie dogs
15 because there was ground pollution. Excuse me. They
16 were within 200 yards of the edge of the Arsenal. If
17 there was ground pollution there, why weren't they on
18 the other side of the road?

19 A prairie dog, to me, does not burrow more
20 than about 18 to 20-some inches. Maybe I'm wrong.
21 That means that he is in the top area where I live.
22 The dust that is what he breathes I breathe.

23 You know, how far are they going to go with
24 the -- with this extermination thing? It's us that
25 are being exterminated. Very slowly. They send

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1 millions of dollars overseas every year, but we live
2 in this area. I think some of this money that's
3 being spent ought to be spent at home. What we're
4 doing right now is killing ourselves talking
5 about it.

6 That's all I have to say. I -- my family
7 is what I'm interested in.

8 MR. ZEIK SAIDMAN: Comments from the
9 panel?

10 MR. RAY RAUCH: On -- the prairie dogs I'd
11 like to address.

12 We didn't kill them off on the south. We
13 sprayed for fleas; we killed the fleas. Prairie dogs
14 were dying from the plague. That's why you saw it.
15 And we was outside the fence so . . . excuse me.

16 MR. MIKE WALTEBURG: Well, I was in the
17 program at the Arsenal back in the '60s when the
18 plague was in, and we trapped some of the animals
19 that were here then. And I don't ever remember
20 putting flea powder on the hole and then closing it
21 with my foot.

22 MR. RAY RAUCH: In the '60s the Service
23 wasn't here. So I'm talking about now, what we've
24 done.

25 MR. MIKE WALTEBURG: Yes. I watched the

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1 individuals. That's fine. This is not going
2 anywhere.

3 But I watched them putting powder upon the
4 ground -- no, they weren't spreading it around; they
5 weren't putting it tracking to kill the fleas. They
6 were putting it in the holes and closing it. When --
7 usually when you're going to take and destroy a
8 burrowing animal, that's how you do it.

9 And I noticed shortly after that there
10 wasn't hardly -- back on Highway 2, there isn't that
11 many prairie dogs left. Two or three years ago we
12 had thousands up through there. Now, perhaps maybe
13 something has come through there.

14 But if you want to get rid of the base food
15 for the -- for the eagles and stuff, I think the
16 prairie dogs are right where you want to start. I'm
17 possibly mistaken on it.

18 MR. RAY RAUCH: No. Prairie dogs is one of
19 the main prey species. '50s, '60s, I can't address
20 that, but I can address what the Fish and Wildlife
21 has done since the middle '80s out here, and it has
22 been spraying for fleas. So -- and we are losing
23 prairie dogs. We lost 98 percent of the prairie dogs
24 to plague this year.

25 MR. MIKE WALTEBURG: All right.

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1 MR. ZEIK SAIDMAN: Michael, do you have
2 something you want to comment?

3 MR. MICHAEL ANDERSON: I'd just like to
4 comment there have been a number of health studies
5 done by ATSDR, by the Colorado Department of Health,
6 and most of those studies are available to indicate
7 whether or not there have been issues in terms of
8 health impacts by contaminants at the Arsenal.

9 I'd be glad to talk with you after the
10 meeting and make some of those studies available to
11 you; we can work that out through the Army. You'll
12 have a chance to look at some of these studies.

13 In addition, Shell has done some studies
14 over time in terms of looking at workers at
15 pesticides plants, both in Europe and here in the
16 United States, and results of those studies are also
17 available. We'd be glad to make those results
18 available to you if you haven't seen them before.

19 MR. MIKE WALTEBURG: No, I haven't. But I
20 do have a comment to make about the pesticide and
21 the -- the -- what is it in Europe and whatever. I
22 understand -- we ought to have a base with that.
23 But what happened to the study right here? I -- the
24 reason I -- I don't want to --

25 MR. MICHAEL ANDERSON: There's information

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1 available.

2 MR. MIKE WALTEBURG: One of the questions
3 I do have is how much of the stuff that was on the
4 Arsenal that was -- how do I want to say this? --
5 that was classified information -- how much of this
6 has been unclassified now, up to this date?

7 The reason I ask is because I was stationed
8 here, and I used to mow the grass around the F lake.
9 I used to work over here in the GB -- or in the GB
10 area -- make sure I point my finger in the right
11 direction -- up here in the mustard area. I had
12 access to all of that.

13 And that's why I was -- I was wondering.
14 Because I know what was spilt. I know what was
15 shoveled off to the side and everything. And you
16 know -- and almost all of that material was
17 carcinogenic.

18 MR. CHARLES SCHARMANN: Well --

19 MR. MICHAEL ANDERSON: That needs to be
20 brought up.

21 MR. CHARLES SCHARMANN: I can address the
22 classification issue.

23 Much of what was classified on here -- and
24 I can't tell you exactly what information is
25 available and what's not. But much of that had to do

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1 with the amount of chemical agents that we produced,
2 stored, et cetera. And for -- again, as part of
3 national security, that information was not made
4 available to the general public.

5 Regarding the chemicals handled, where they
6 were spilled, how much was disposed of, all that
7 information I think you may be referring to as the
8 way we handled wastes out here. All that was opened
9 and reresearched as part of our studies to find out
10 exactly where, in fact, we could have chemicals here
11 on-site.

12 So -- but with regard to much of the
13 chemical agent production and storage information, I
14 just don't know off -- off the top of my head. We
15 could find that information out for you, if there is
16 still some information classified.

17 But I wanted to address your issue with
18 regard to ongoing, say, blowing of contamination,
19 things like that. And we do have an active
20 monitoring program now to try to measure exactly what
21 is going on now. And we will continue that in the
22 future to make sure that our actions don't adversely
23 affect the community.

24 Historically, if you go back years, you
25 know, it was a totally different climate or

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1 environment at that time. And maybe the records
2 aren't as good.

3 But Mike mentioned some of the studies, the
4 health studies or epidemiological studies, that were
5 done to try to determine -- make a determination on
6 whether there's been a high incidence of cancer or
7 what type of cancer, things like that, in this
8 community. And again, I believe their conclusions
9 were that they could not find that where there has
10 been high incidences of cancer above what they would
11 expect background to be.

12 In the future it's something we can do
13 something about. Unfortunately, we can't go
14 back 30 years and have the records. But in the
15 future we are not only monitoring the air, we will be
16 monitoring the workers, and that was the whole intent
17 of the medical monitoring program, is to use the
18 information contained on-site, as well as deal with
19 some off-site issues with the local community, to
20 make sure that we can make statements to you,
21 hopefully, that you're not being affected by the
22 actions being taken at Rocky Mountain Arsenal in the
23 future.

24 So that's something we can do something
25 about. In the past I -- unfortunately, you know,

1 recordkeeping, monitoring was not as good as it is
 2 today so . . .
 3 MR. ZEIK SAIDMAN: Okay.
 4 MS. BARBARA NABORS: I have a summary, a
 5 citizen summary, of two of the studies that the
 6 Colorado Department of Public Health was involved in.
 7 And if you'd like to take this, you can have it. And
 8 I believe there's a couple comments, people that you
 9 could call at the health department if you have
 10 questions, Mike Wilson.
 11 MR. ZEIK SAIDMAN: Barb, are there more
 12 copies of that?
 13 MS. BARBARA NABORS: That is the only one I
 14 brought, but we could probably have copies made
 15 if . . .
 16 MR. ZEIK SAIDMAN: Do you want to -- how
 17 do you want to have that get out to people?
 18 Norm, do you want a copy?
 19 AUDIENCE SPEAKER: Yes.
 20 MR. ZEIK SAIDMAN: Can you get their --
 21 can you go up to --
 22 MS. BARBARA NABORS: I can send one to
 23 Norm. I'd be happy to do that.
 24 MR. ZEIK SAIDMAN: If you want to get
 25 additional copies, you can keep that -- you can

1 contact Barb and get those copies.
 2 AUDIENCE SPEAKER: Fax it to me.
 3 MR. ZEIK SAIDMAN: Can you do that, fax it
 4 to him?
 5 All right. Thank you.
 6 Anybody again who hasn't had a chance to
 7 make a first comment? And again, trying to focus on
 8 the proposed plan for the final cleanup, as much as
 9 anything, in terms of discussion. That's what the
 10 hearing's about. Anybody else who hasn't had a
 11 chance to speak?
 12 Okay. So Rich, did you -- do you want to
 13 make another comment?
 14 THE COURT REPORTER: Excuse me.
 15 (Discussion off the record.)
 16 MR. ZEIK SAIDMAN: The court reporter's
 17 ready. Rich, do you . . .
 18 Okay. Again, let's try to focus on the
 19 proposed plan.
 20 MR. RICK WARNER: Okay. First I'd like to
 21 say that -- and it hasn't even been mentioned here.
 22 I suppose if this was one of the largest bomb
 23 manufacturers in America, it would be mentioned, but
 24 this is the largest military Superfund site in
 25 America. It is -- it -- there's none bigger.

1 And what we have here is over here on this
 2 table you see seven volumes of dated alternative
 3 analysis that you can use to judge from. And if you
 4 go through that, you'll see that that references
 5 about -- I don't know -- 50 or 60 other volumes.
 6 Some of them meant multiple volumes. It's a lot of
 7 paper to go through.
 8 This just came out. What they did here is
 9 they took 181 sites, and they consolidated them
 10 into 25 median groups, and all of that got
 11 consolidated into one large operable unit. And it's
 12 incredible that -- the reason, I guess, for that is
 13 so people can't look at it too close. I don't know.
 14 Anyway, for that reason I would like to
 15 request that the public comment period be
 16 extended 180 days so that those not well-versed in
 17 this would have a reasonable chance of making
 18 pertinent comments and having pertinent input into
 19 this.
 20 It has been explained to members of the
 21 board that they really don't expect the public --
 22 any sort of public comment to affect the decision
 23 one way or another, but it does go on the
 24 administrative record, and it's only fair that people
 25 get pertinent and real comments on the administrative

1 record.
 2 Next point I'd like to make is that this
 3 couple to the south -- last time I talked to you
 4 about Commerce City and Henderson; this time I'd like
 5 to talk about Montbello and Green Valley Ranch and
 6 Aurora and -- and Park Hill.
 7 These are not part of the off-post study
 8 areas. They are not a consideration of anything that
 9 happens out here. If you lived out here -- as you
 10 have, probably, for years and years -- you know that
 11 the tumbleweeds don't pile up on your north fence;
 12 they pile up on your south fence. The wind blows
 13 that way.
 14 If you take a tour here, if you just drive
 15 around, you'll see many, many smokestacks out here.
 16 That smoke and the debris that came out of these
 17 stacks and the contaminants and pollution went to the
 18 south, went to the southwest. If you were watching
 19 the SQI while it was burning on almost any given day,
 20 you could see that plume glow all the way around, all
 21 the way around.
 22 It's true of living in the Front Range. We
 23 kind of live in a vortex here, a -- of circulating
 24 winds. Not enough has been looked at in the off-post
 25 area. It's for that reason -- the off-post came to

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1 comment two or three years ago. We still don't have
2 a record of decision out. I've requested copies of
3 it. I still have not seen the record of decision.

4 But it should have addressed things like
5 this. There were a lot of comments that were not
6 supportive of it. I think that there should not be
7 an on-post decision until the off-post decision has
8 been decided. The reason for that is because, in the
9 off-post, people live. People's issues need to be
10 addressed first, rather than the blank prairie.

11 But that's that.

12 MR. ZEIK SAIDMAN: Any additional comments
13 you want to make? Just . . .

14 MR. RICK WARNER: I do have one other --

15 MR. ZEIK SAIDMAN: Okay.

16 MR. RICK WARNER: -- at this particular
17 three-minute stance.

18 The trust fund was mentioned. The reason
19 the trust fund was mentioned is because this cleanup
20 does not end in nine or ten years. This is a
21 thousand-year treatment. These chemicals are going
22 to be toxic and in that ground for a thousand years.
23 If you happen to know of a landfill anywhere in the
24 history of mankind that has been good for a
25 thousand years -- 500 years, a hundred years --

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1 please let me know. I'd be -- I'd love to have that
2 information. I don't think that one exists.

3 The history is not something we deal with
4 here. We deal with fantasy science, which we call
5 risk analysis and modeling. In that particular
6 instance along the south, one of our own members
7 looked at their modeling data, went outside, got
8 other information, and believes he has
9 incontrovertible evidence -- that's probably not a
10 real good word in science anyway -- that the waters
11 did flow to the south. He is in the process of
12 preparing that report now. And hopefully, it will be
13 available to the parties as soon as he is done.

14 But definite groundwaters and -- and
15 contamination, vertical contamination, of the
16 aquifers in the south, too.

17 So that's it for now. Thanks.

18 MR. ZEIK SAIDMAN: Thank you.

19 Comments from the panel?

20 MR. CHARLES SCHARMANN: Just -- I would
21 like to address the issue as far as the off-post RAB.

22 Rick's right. That originally came out in
23 1994 as a draft final or proposed final. It has
24 taken us this time to work out the issues and prepare
25 a final. We have prepared one that went to the

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1 parties for review. We also made it available to
2 some individuals on the Restoration Advisory Board.
3 If we have not gotten that to the Site Specific
4 Advisory Board, anyone who would like a copy -- we
5 can get you a copy of, Rick, in a minute.

6 MR. RICK WARNER: Great.

7 MR. CHARLES SCHARMANN: Our hope is that
8 that will be finalized and signed in the next month
9 or so. And we were scheduled to have a signing on
10 November 29th for that document, but due to the
11 furloughs and whatnot, that will be delayed.

12 MR. RICK WARNER: There is no additional
13 public comment on that document; is that right?

14 MR. CHARLES SCHARMANN: That's right. We
15 went through a public review process on that, and we
16 received a fair amount of public comment, and I think
17 some of those comments we received were -- were
18 incorporated, obviously, or else we explained why
19 they could not be incorporated.

20 But we've gone through the public process
21 on that particular record of decision.

22 MR. RICK WARNER: That was about
23 three years -- two years ago?

24 MR. CHARLES SCHARMANN: The proposed final
25 came out in December of -- of 1993, actually. I'm

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1 sorry. Is that right, Tim?

2 MR. TIM KILAGANNON: Yeah.

3 MR. CHARLES SCHARMANN: 1993. So the
4 public process on that -- you're stretching my memory
5 here, but I think it was in the spring of '93 that we
6 had our public meeting on that.

7 MR. TIM KILAGANNON: April of '93.

8 MR. CHARLES SCHARMANN: April of '93 is
9 when we had our public meeting. And we have had, I
10 believe, either a 60- or 90-day public review period
11 for that document.

12 MR. RICK WARNER: So about 2 1/2 years.

13 MR. CHARLES SCHARMANN: Yes.

14 MR. RICK WARNER: Okay.

15 MR. CHARLES SCHARMANN: I stated correctly
16 before.

17 With regard to the study area -- and a lot
18 of the rationale for why it was set up the way it was
19 is presented in that off-post documentation. But
20 again, I was not saying that the wind does not blow
21 to the south. And I apologize if I inferred that.

22 But the data that we have on-site of where
23 soil has blown, where it -- chemicals may be found in
24 surface soils, is mostly to the north and to the
25 east, the higher levels. There was some detected to

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1 the south. But again, it's a lower level, and it was
2 below health standards on-site so no further study
3 was done off-site.

4 Again, that supports the -- why we set the
5 study area up the way we did.

6 MR. RICK WARNER: In the 30 or 40 years
7 that this was here, were those soils to the south
8 ever tilled, moved around, replanted, revegetated?
9 Was there any sort of activity that changed -- could
10 have changed the depth of those contaminations, could
11 have moved them to other site places on the Rocky
12 Mountain Arsenal? I understand from people who
13 worked here that that did happen quite often down
14 there on flooding.

15 MR. CHARLIE SCHARMANN: Those activities
16 occurred across the Arsenal, not just to the south.
17 You know, I don't have -- our facilities folks may
18 have a better feel for exactly where those activities
19 occurred. But again, we did not target any one part
20 of the Arsenal that I'm aware of. And certainly, the
21 areas to the south I don't believe that -- were
22 targeted any more for those kinds of activities.

23 MR. RICK WARNER: Nor, also, the areas east
24 of First Creek where all the new hotels and houses
25 are being built or where those oil wells have been

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1 dug -- or new developments have been planned to be
2 built. Nothing that be done there, either, right?

3 MR. CHARLES SCHARMANN: Not that I'm aware
4 of, Rich.

5 MR. ZEIK SAIDMAN: Okay. Other comments
6 from the panel?

7 Okay. Any other comments from people in
8 terms of the proposed plan?

9 Any -- I'll ask it again. Any other
10 comments from people for the proposed plan?

11 Those who want to take a bus tour --
12 another bus tour, out by the exit sign. And we thank
13 you for your public comments.

14 This meeting is adjourned.

15 (Meeting proceedings concluded
16 12:17 p.m., November 18, 1995.)

17 * * * * *

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1 CERTIFICATE

2
3 I, MELANIE L. HUMPHREY-WATKINS, a
4 Registered Diplomat Reporter and Certified Realtime
5 Reporter, do hereby certify that I reported by
6 machine shorthand the proceedings contained herein
7 and that the foregoing 146 pages constitute a full,
8 true and correct transcript.
9 Dated this 10th day of December, 1995.

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12 MELANIE L. HUMPHREY-WATKINS
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**RESPONSES TO COMMENTS MADE AT THE PUBLIC MEETING
ON THE ROCKY MOUNTAIN ARSENAL
ON-POST PROPOSED PLAN
NOVEMBER 18, 1995**

The transcript from the public meeting on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan is included in the Responsiveness Summary in its entirety. Individual comments from the transcript of the public meeting are summarized in brief below, with responses immediately following each comment. The appropriate page and line number of the transcript are indicated for reference, as is the commentor's name. Comments that were answered during the public meeting, where the transcript reflects a response, are not repeated here.

Comment 1 (page 80, line 2), Mayor David Busby: Suggests that, because Basin A has no liner under it, a slurry wall to bedrock be installed all the way around Basin A for containment.

Response: Computer modeling of the groundwater flow in the Basin A area revealed that installation of a slurry wall would not significantly enhance the control that can be achieved by covering the soil and other material placed in the Basin A Consolidation Area and by extracting and treating groundwater at the Basin A Neck system. Slurry walls have been selected for the Shell Trenches and Complex Trenches as part of the remedy, and treatment is planned for the Hex Pit. A new groundwater extraction system for the Section 36 Bedrock Ridge Plume will be installed to prevent migration of contaminants into the First Creek alluvial aquifer.

Comment 2 (page 80, line 13), Mayor David Busby: States that the 4,000 acre-feet agreed upon in the Agreement for a Conceptual Remedy for the Cleanup of the Rocky Mountain Arsenal (Conceptual Remedy) is not sufficient for South Adams County Water and Sanitation District (SACWSD).

Response: The Army and Shell have reached an Agreement in Principle with SACWSD that includes payment of \$48.8 million by the Army and Shell to SACWSD and requires SACWSD to supply water to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume by January 1999. In addition, the Agreement in Principle requires SACWSD to provide the 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon at RMA at 303- 289-0259.

Comment 3 (page 80, line 20), Mayor David Busby: Commerce City supports the new state-of-the-art, triple-lined landfill.

Response: Comment noted.

Comment 4 (page 82, line 17), Mr. Roland Russell: On behalf of Mr. Russell and State Representative Jeannie Reeser, states that many things were left out of the Conceptual Remedy. Requests that comments or minutes from citizen meetings with the Parties be included in the remedy selection.

Response: The Army believes the public has provided significant input to the Conceptual Remedy and the remediation process at RMA. Prior to the Conceptual Remedy, the Parties were at a standstill and heading into litigation over the major differences seen as a basis for RMA remediation. The Conceptual Remedy, with the help of the Colorado Lieutenant Governor and a seasoned mediator, helped the Parties base an agreement on compromise without affecting the protectiveness of the selected remedy. The Conceptual Remedy does not contain specifics about the remediation process that will soon begin. The Parties are working hard to resolve the many questions that remain, and the public has an important role in that process. In addition, the Army has included more public participation in the selection process (more than 20 workshops and public meetings) than what is required under the Comprehensive Environmental Response, Conservation and Liability Act (CERCLA) by encouraging everyone to participate in the review and selection process over the past years. Again, the Army emphasizes that the Conceptual Remedy was not the product of one party dictating its agenda to the other parties. The Conceptual Remedy was a compromise for all parties involved in order to provide a safe, cost-effective, and implementable remedy. Many comments were reviewed and considered during the process. While no one will agree on every aspect of the Conceptual Remedy, the Army believes that the selected remedy will be fully protective of human health and the environment.

Comment 5 (page 86, line 12), Mr. Jim Erger: The solution to correct the problems caused by the Army and Shell is to have a totally new supply of water, along with pipelines and distribution lines, paid for by the Army and Shell.

Response: With regard to compensating homeowners and providing a new water supply, please see the response to **Comment 2**, above.

Comment 6 (page 86, line 19), Mr. Jim Erger: In areas of the Arsenal with minor pollution, capping and containment will suffice. The smallest amount of soil you have to move, the better, and the smallest amount of burning and thermal treatment, the better.

Response: Comment noted.

Comment 7 (page 87, line 19), Mr. Jim Erger: What part of the 4,000 acre-feet of water belongs to Henderson? Where are the pipelines going to go? What size? We want 12-inch pipelines. We want a surface supply of water, not underground water.

Response: With regard to water for the Henderson area, please see the response to **Comment 2**, above. SACWSD will be responsible for placing and designing the pipelines.

Comment 8 (page 91, line 9), Mr. Rick Warner: The federal government must not only comply with law but should strive to be a leader in the area of environmental cleanup.

Response: The Army is committed to seeing that RMA is a leader in environmental remediation. Lessons learned at RMA will be shared throughout the United States; this leadership image reflects not just on the success of the remediation but especially on the public involvement process.

Comment 9 (page 92, line 25), Mr. Rick Warner: There are no details regarding the water supply.

Response: Please see the response to **Comment 2**, above, regarding the water supply. Further information will be provided as it becomes available.

Comment 10 (page 95, line 14), Mr. Waldo Smith: The public wants a Trust Fund as provided in the Conceptual Remedy.

Response: During the formulation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operation and maintenance of the remedy. The Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the On-Post Record of Decision (ROD). Principal and interest from the Trust Fund would be used to cover the costs of long-term operations and maintenance throughout the lifetime of the remedial program. These costs are estimated to be approximately \$5 million per year (in 1995 dollars).

It is the intent of the Parties that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remedial sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representative of the Parties (subject to restrictions on federal agency participation), local governments, affected communities and other interested stakeholders and will be convened within 90 days of the signing of the ROD. According to the U.S. Government Manual, "The General Accounting Office [GAO] is charged with examining all matters relating to

the receipt and disbursement of public funds.” The existence of a trust fund containing government funds and the use of such a fund is subject to GAO audit. Fiscal control of such a such is not considered within GAO’s delegated authority.

Comment 11 (page 97, line 16), Mr. Srinadh Iyengar: Hopes that stories of wildlife extinction and children being hurt or killed will not happen at RMA.

Response: The Army is firmly committed to ensuring the safety of people and wildlife during remediation activities at RMA.

Comment 12 (page 99, line 19), Ms. Sandra Jaquith: Questions whether five alternatives were really considered in the Feasibility Study (FS) as presented in the Proposed Plan. Also questions the public involvement in selecting the remedy.

Response: The purpose of the FS was to generate a number of possible remediation alternatives from the universe of alternatives and then narrow those down to select the one that could best address the site based on the proscribed FS selection criteria. In the Detailed Analysis of Alternatives (DAA), a component of the FS, five primary alternatives were developed, compared to each other, and compared to the selection criteria prescribed by CERCLA. The selected alternative was the one agreed upon in the Conceptual Remedy and described in the On-Post Proposed Plan. Please see also the response to **Comment 4**, above.

Comment 13 (page 100, line 20), Ms. Sandra Jaquith: Questions the use of the word "cleanup." Expresses concern about long-term monitoring and maintenance of the caps.

Response: Please see the response by Ms. Laura Williams, EPA, on page 105, line 9, of the public meeting transcript, regarding public input and the use of the term "cleanup." Regarding long-term monitoring, a 30-year monitoring program for the caps is mentioned in the Proposed Plan and the Record of Decision (ROD) because it follows U.S. Environmental Protection Agency (EPA) cost-estimating guidelines. However, the Army and Shell are committed to maintaining the integrity of the remedy in perpetuity and will conduct monitoring to ensure the protectiveness of the caps and landfills as long as necessary.

Comment 14 (page 102, line 3), Ms. Sandra Jaquith: Requests that all citizens' comments throughout the period of Steering and Policy Committee negotiations, leading up to the Conceptual Remedy, be included as part of the official record.

Response: The Responsiveness Summary of the ROD follows EPA guidance and includes only the written comments and oral comments from the public meeting. All comments were reviewed and considered in the selection of the remedy. In addition, written minutes from meetings during the settlement process are part of the On-Post Administrative Record and can be found at the Joint Administrative Record Document Facility.

Comment 15 (page 102, line 25), Ms. Sandra Jaquith: Questions the amount of water to be provided to SACWSD, how many homes will be connected to SACWSD, how large the pipelines will be, and whether there will be water available for community expansion to the north and northwest of RMA after remediation.

Response: Please see the response to **Comment 2**, above.

Comment 16 (page 107, line 5), Mr. Larry Ford: States that the Klein treatment plant does not deal with some of the contamination expected to reach the plant in the future. States need for water supply to be replaced. Asks what about Henderson?

Response: Please see the response to **Comment 2**, above.

Comment 17 (page 110, line 5), Mr. Dan Mulqueen: Requests an answer to whether dioxin is present and what will be done if it is found.

Response: Dioxin and furan sampling was undertaken by the Colorado Department of Public Health and Environment, and these results are currently being evaluated by the Biological Advisory Subcommittee. Please see also the response in the public meeting transcript by Mr. Ray Rauch, U.S. Fish and Wildlife Service (USFWS), beginning on page 116, line 17.

Comment 18 (page 110, line 22), Mr. Dan Mulqueen: Questions the selection of landfilling soil without treatment.

Response: Many alternatives to land disposal were considered in the DAA, including innovative and conventional treatment technologies. However, because of the large volume of contaminated soil and the wide variety of contaminants, a combination of containment and limited treatment was selected as a remedy because it ensured protection of human health and the environment, as well as being implementable and cost-effective. EPA's goal in establishing the Corrective Action Management Unit (CAMU) Rule, which was adopted by the State of Colorado in the Colorado Hazardous Waste Management Act (CHWMA), was to "provide remedial decision makers with an added measure of flexibility in order to expedite and improve remedial decisions" while "existing closure regulations and requirements for [Resource Conservation and Recovery Act] RCRA-regulated units, which require closure to occur in a manner that is protective of human health and the environment, remain in effect." Purpose and Context of the CAMU Rule, 58 Fed. Reg. 8659 (1993) (to be codified at 40 C.F.R. Parts 260, 264, 265, 268, 270 and 271). The onsite landfill that is central to the CAMU will meet applicable CHWMA requirements. Also, when the ROD is signed and final, the CAMU will be in place and its application to the RMA remediation would only be revised subject to court ruling or if it were found not to be protective of human health and the environment.

Comment 19 (page 112, line 6), Mr. Dan Mulqueen: Questions what will happen if the plan for keeping the lakes full is not successful.

Response: Monitoring is ongoing to address the potential need for additional action in the lakes area. If necessary, the remedial design will address the required actions.

Comment 20 (page 113, line 13), Mr. Dan Mulqueen: States that the issue of water is critical.

Response: Please see the response to **Comment 2**, above.

Comment 21 (page 121, line 4), Mr. Ron Pace: States concern about water and soil. Questions "What is the smell?" and "What is the water?"

Response: Some odors were generated during previous RMA operations and during the Basin F Interim Response Action, but the Army is not aware of any odors being generated onsite at this time. Air monitoring at RMA does not indicate the presence of contaminants that could migrate off-post. The off-post groundwater has been and will continue to be monitored, and those results are available to the public. Please see also the response to **Comment 2**, above.

Comment 22 (page 129, line 23), Mr. Mike Waltenburg: Questions whether there is a medical program or organization looking at cancer in people living near RMA.

Response: Studies on human health have been completed by the Agency for Toxic Substances and Disease Registry (ATSDR) independently and in conjunction with CDPHE. The studies showed no conclusive health impact on the communities surrounding RMA. Also, the final Public Health Assessment, produced by ATSDR, will be complete in the summer of 1996. A Medical Monitoring Program has been established to monitor any off-post impact on human health due to the RMA remediation. This Program will continue until the soil remediation is completed. A Medical Monitoring Advisory Group has been established to evaluate specific issues covered by the Medical Monitoring Program. The Group is composed of representatives of the Army, Shell Oil Company, EPA, Colorado Department of Public Health and Environment (CDPHE), Tri-County Health Department, ATSDR, USFWS, Denver Health and Hospitals, and the Site-Specific Advisory Board. The Group also includes representatives from the communities of Montbello, Commerce City, Henderson, and Denver. If you would like more information on the Medical Monitoring Program or wish to participate as part of the Medical Monitoring Advisory Group, please call Ms. Mary Seawell of CDPHE at 303-692-3327. Please see also the responses in the public meeting transcript by Mr. Michael Anderson, Shell, beginning on page 133, line 3, and Ms. Barbara Nabors, CDPHE, beginning on page 137, line 4, regarding medical monitoring.

Comment 23 (page 139, line 14), Mr. Rick Warner: Requests that the public comment period be extended 180 days.

Response: The comment period for the On-Post Proposed Plan was extended by 30 days to balance the concerns of those who wanted more time to comment and those who wanted no more delays to the ROD.

Comment 24 (page 139, line 20), Mr. Rick Warner: States that public comment will not affect the decision one way or another.

Response: The Army is interested in public comments and concerns and has made substantial effort to hear those concerns through the Restoration Advisory Board, the Site-Specific Advisory Board, stakeholder meetings, and avenues of public comment such as the comments on the On-Post Proposed Plan. The Army has included more public participation than what is required by under the CERCLA, such as conducting more than 20 open houses and public meetings to enable those interested to voice their concerns. The Army believes the public has provided valuable input to the remediation process at RMA and all comments were reviewed and considered in the selection of the remedy.

Comment 25 (page 141, line 1), Mr. Rick Warner: States that there is no final Off-Post ROD.

Response: The Off-Post ROD was signed and became final on December 19, 1995.

Comment 26 (page 141, line 18), Mr. Rick Warner: Reiterates the earlier comment regarding a Trust Fund.

Response: Please see the response to **Comment 10**, above.

Comment 27 (page 142, line 10), Mr. Rick Warner: Believes that groundwater does flow to the south from RMA.

Response: For a more detailed response regarding groundwater flow patterns at RMA, please see the Army letter responding to Mr. John Yelenick's written comments. In summary, no such groundwater plume has been identified by the extensive groundwater monitoring programs the Army conducts annually. Groundwater flows generally downgradient from the southeast corner of RMA toward the South Platte River. Superimposed on the regional gradient is a groundwater mound in the RMA South Plants. The mound is created by leaking pipes, increased recharge from unlined ditches and ponded areas, and may also be the result of natural variations in the permeability of the alluvium and the bedrock in the area. Groundwater in the area of the mound flows radially out from the mound in all directions. A groundwater divide occurs at the confluence of the regional flow system and the mound. As a result, groundwater entering RMA from the southeast is forced to turn either east or west around the South Plants area. Water flowing south from the mound area is forced to change direction and join the regional flow system. The groundwater flow direction in the confined Denver Formation is also from southeast to northwest. It is physically impossible for groundwater or contamination from RMA to flow southward from the RMA boundary.

12-8

Responses to Citizen Comments

**Rocky Mountain Arsenal
Reply Card**

*Proposed
Plan
Comments*

Please add my name to the Army's mailing list of upcoming public meetings:

Name Bob & Kathy Bailey
Address 8681 E. 104th Ave
City Henderson State CO Zip 80648
Phone 303/288-4132

Please list any questions and/or comments you have.

The water supply for Henderson needs to be
part of the Cleanup.

9535308-1/1

k You



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF:

Office of the Program Manager

Mr. Bob and Ms. Kathy Bailey
8681 E. 104th Avenue
Henderson, Colorado 80640

Dear Mr. and Ms. Bailey:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

In response to your comment about a water supply for Henderson, the Army and Shell Oil Company (Shell) have reached an Agreement in Principle, enclosed with this letter, with South Adams County Water and Sanitation District (SACWSD) that includes payment of \$48.8 million by the Army and Shell and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Readiness is our Profession

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

**AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY**

**1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.**

**2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.**

**A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.**

**B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
SYSTEM) WILL BE COMPLETED BY THE 24TH MONTH AFTER THE INITIAL
PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.**

**C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.**

**D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF**

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

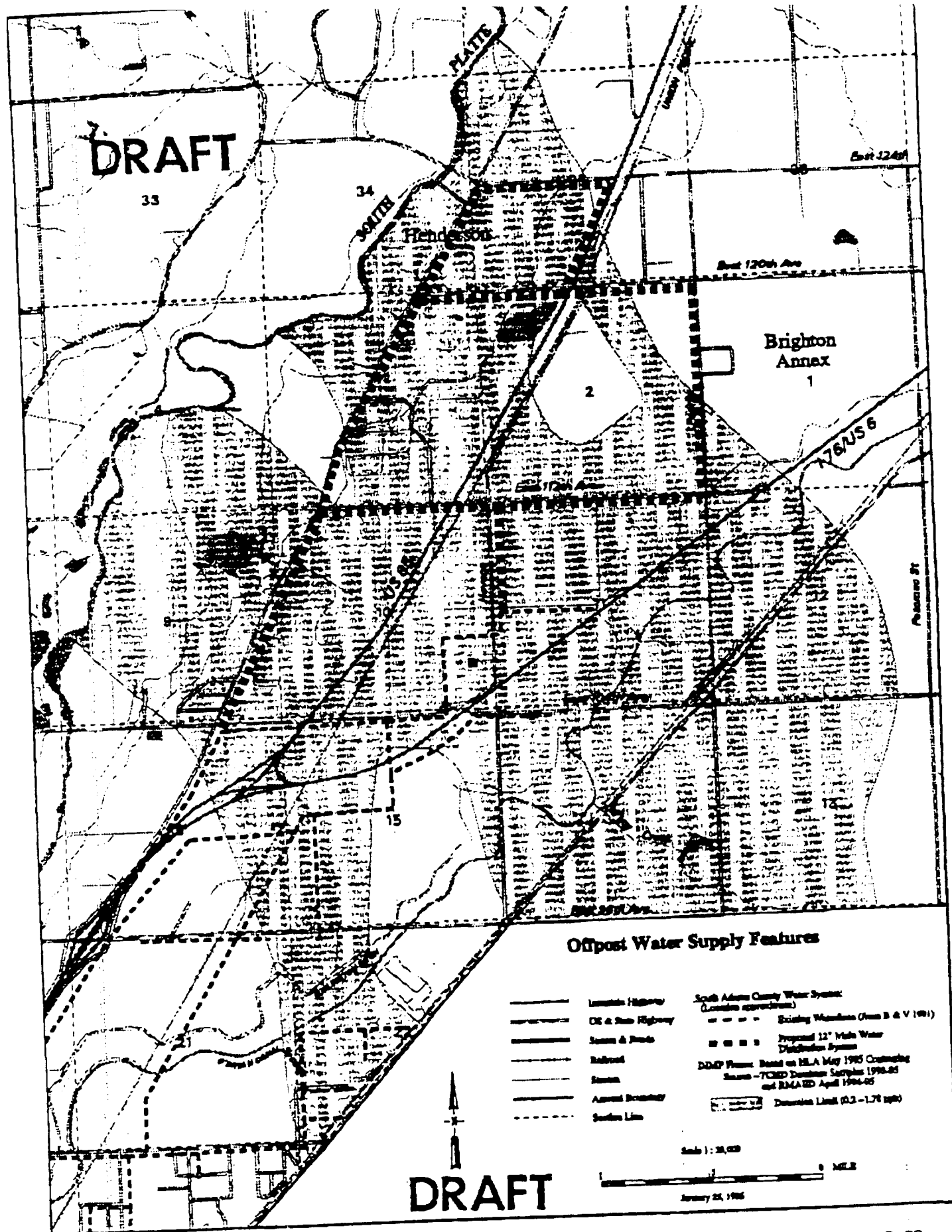
O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

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TOTAL P.02

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The panel's (The EPA, CDPHE, U.S. Army, Shell Oil Co., and USF&WS) proposed Record of Decision (ROD) is not an effective solution. The proposed ROD (The great cover up) does not provide elimination of contaminants in Basins A and F. Covering Basins A and F make them a landfill! Is land filling hazardous material without a liner legal? Do federal regulations (CERCLA?) prohibit this type of action? The soils in Basins A and F must be treated and appropriately land filled. Full LDRs must be followed throughout RMA. Basins A and F must be decontaminated as much as possible! Not taking any treatment action for Basins A and F is unacceptable.

According to the DAA (4-15) regarding option IV, "... high short-term risks are posed to workers and the community during excavation, transportation, and treatment or land filling." Treatment of the soils in Basins A and F cannot be ruled out, since there are high short-term risks for any soil excavation! On Nov. 18, 1995 Mr. Anderson of Shell Oil Company mentioned water was going to be used to control release of vapors during excavations. Why isn't a foam agent designed to capture vapors during excavation being used? The foam is safer than water. Option V is reasonable because the long-term results are the most effective at maintaining cleaner groundwater. Option V should be modified; so soils can be treated by thermal desorption and not be incinerated.

The water treatment system at the boundaries is not doing a satisfactory job. Toluene is still crossing the RMA boundary. This is unacceptable. What other chemical agents are crossing the RMA boundary in treated water? Another activated carbon filter or better form of water treatment should be installed. Clean water is essential for a healthy life style.

Clean water is priceless! The extra cost for the added treatment of soil and water is worth it. Remember Basin A is considered the most contaminated square mile in the U.S.A. We must

pay the price for 53 years of neglect to insure safe drinking water for wildlife, and communities surrounding RMA.

SINCERELY



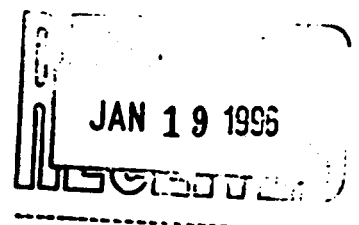
Roger Bain

ROGER BAIN

DEBRA BAIN

8300 E 104th WAY

HENDERSON CO 80640





DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1745



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. Roger and Ms. Debra Bain
8300 E. 104th Way
Henderson, Colorado 80640

Dear Mr. and Ms. Bain:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Hazardous materials from the Basin F wastepile will be properly disposed in the on-post hazardous waste landfill. Highly contaminated materials from the Former Basin F will be treated by in situ solidification. A Resource Conservation and Recovery Act-equivalent cap will then be placed over this site. Capping is a form of waste containment, and is a remedy different from landfilling. A cap is designed to limit rainfall infiltration and to minimize contaminant migration from the site. Capping is not a viable solution for containment in all remediation situations, but, for the remaining wastes in Former Basin F, capping will safely and cost-effectively contain the waste materials. The remediation technology planned for Basin A is a cover that provides containment of waste and minimizes rainfall infiltration. In Basin A, a soil cover consisting of 6 inches of concrete and 4 feet of soil will protect people and the environment. The cap/cover technology minimizes the short-term risks of exposure to workers and the community because soil-borne contaminants are left in place and not excavated and exposed to the environment. The landfill and the cap/cover designs for Basins A and F comply with federal, state, and local regulations (including the Comprehensive Environmental Response, Compensation, and Liability Act). Concerns about the short-term impacts of excavation and treatment were evaluated against the potential long-term effects of containing the waste in place, and the Army believes that a protective remedy was selected.

Water spraying is a common method used to control the spread of dust during excavation operations. In addition, odor and vapor suppression methods such as foams or enclosures are planned for use at those sites where odors and/or vapors may be released. Furthermore, air monitoring will be conducted during remediation activities, and, if necessary, the excavation plan will be modified to ensure worker and community safety.


Clean water for the public is one of the Army's primary goals that will be met by continued operation of groundwater treatment/containment systems and by providing a supplemental water supply to meet community needs. The Army believes that the continued treatment of groundwater at RMA is an important part of the remediation. The RMA groundwater treatment

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systems currently treat about one billion gallons of water per year to meet all state and federal standards. Toluene has not been found in RMA groundwater at levels of concern and is not detected in the treated water from the North, Northwest, or Irondale boundary containment systems.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,


Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748



Commerce City Business & Professional Association, Inc.

P.O. Box 303 • Commerce City, CO 80037-0303

"Bringing Business Together"

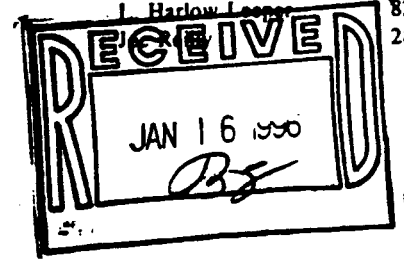
Officers

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	288-6600

January 12, 1996



Charles Scharmann
Office of the Program Manager
Attn: AMXRM-RP/C. Scharmann
Rocky Mountain Arsenal
Commerce City, Colorado 80022

Dear Mr. Scharmann:

The Commerce City Business and Professional Association supports the Henderson Coalition in its efforts to force the U.S. Army and Shell Oil Company to replace their contaminated ground water supply. The blight of contamination has affected our community and that of our neighbor, Henderson. It is inconceivable that this community must fight so hard to right the wrongs committed by the Army and Shell.

Through attending various meetings it would seem that the Army and Shell would gladly replace the water supply in the amounts requested for Henderson and Commerce City, since no other financial concessions for the real damages done to our businesses, schools, and residents have been or will be made. That does not take into account the very negative public image we suffer from and the very real damages done. That does not take into account the numbers of people who have been supplied bottled drinking water by the Colorado Department of Public Health and Environment for the last several years.

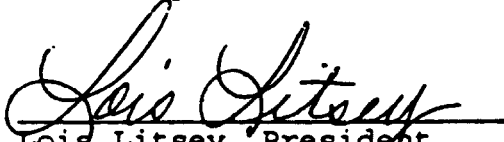
It would seem that, as a very small part of the overall cleanup agreement, replacement of the contaminated supply would include a safe, permanent, good quality water supply for Henderson and Commerce City and would not be questioned. Instead, we have banded together to fight for what has been taken from us and from the generations to come.

We will continue to work to improve the image of our community, the image so badly damaged by our "neighbors" at the Rocky Mountain Arsenal. We will continue to plan for future growth, though our resources have been destroyed.

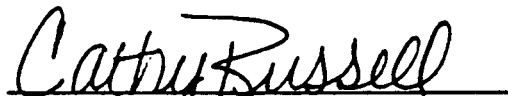
For successful consideration of the Record of Decision by our communities and our leaders, our future growth supply which was determined to be enough for 100,000 people for 100 years must be provided. Without a supply for the future, our growth will continue to be stifled and our businesses and residents will continue to suffer.


We implore you to restore our poisoned future water supply. We demand nothing more and will accept nothing less than replacement in the quantities and under the terms determined by our community leaders. It would seem that this is the very least, yet most important, course of action that our "neighbors" at the Rocky Mountain Arsenal can take.

Sincerely,

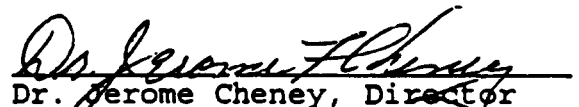

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M. Sue Kygar, Treasurer

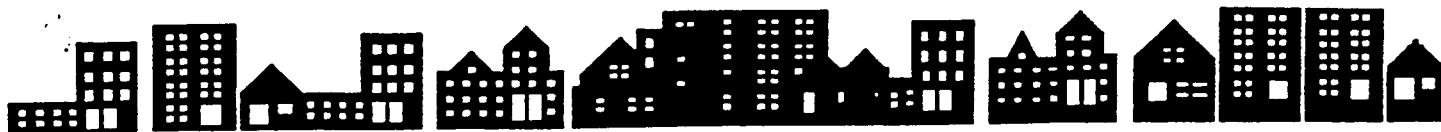

Wes Wilson, Director


Dr. Jerome Cheney, Director


L. Harlow Leeper, Director


Joe Reilly, Director

/clr



Commerce City Business & Professional Association, Inc.

P.O. Box 303 • Commerce City, CO. 80037-0303

"Bringing Business Together"

80th Avenue Liquors.....	288-8566	Dr. Jerome F. Cheney, DO.....	286-8600	Mr. Bill's Auto Service.....	289-73
88th Drive-In Theatre.....	288-5624	Drive Line Service of Denver, Inc.....	287-5538	Nativity Lutheran Church ELCA.....	289-22
A B & T Shoppe, Inc.....	288-6103	DSP Builders, Inc.....	289-0666	Norm's Printing/C C Beacon.....	288-47
A & R Industrial Service Company.....	287-5885	Dychem International, Inc.....	288-1972	Northeast Assistance Center.....	287-11
A-I Auto Electric Co., Inc.....	287-3347	Earl F. Douglass Roofing Co.....	288-2635	One Stop Automotive.....	287-13
A-J Sales & Service Co.....	287-0223	Electric Power Equipment Co.....	288-0751	Our Lady Mother of the Church.....	289-64
Absolute Value Sales & Marketing.....	427-9484	Elite Auto Glass.....	287-5000	Pawnbank, Incorporated.....	288-89
Access Housing, Inc.....	289-7078	Empire Tarps.....	288-4704	People's Choice Transportation, Inc.....	289-22
Ace Jewelry, Inc.....	288-4857	Ethanol Management Company.....	286-9408	Perez Imports.....	287-37
Acme Tree Service, Inc.....	288-8821	First Federal Savings Bank.....	289-2931	Phillips 66 Propane Company.....	293-87
Adams City Liquor Store.....	287-8620	Foothills Mill & Supply, Inc.....	287-2069	Poplar Grove Care Center.....	289-71
Adams County Library System.....	287-2515	Fraternal Order of Eagles #3461.....	288-0861	Professional Repair Service.....	288-94
Adams County School District 14.....	289-3941	Frontier Truck Eqp't & Parts Co.....	289-4311	R-Place.....	287-66
Adams County School District 14.....	289-3940	G & B Truck Leasing, Inc.....	287-4302	RAC Transport Co., Inc.....	289-55
ALCO Discount Store #73.....	287-3309	Gahagen Iron & Metal Co.....	288-6867	Rainbo Bread Company.....	288-28
Alfred Insulation Co. Of Colo, Inc.....	289-3326	Gala Gardens.....	288-3383	Rent-A-Heap Cheap.....	293-00
Allstate Rent-A-Fence, Inc.....	287-7200	Gehler & Merrigan.....	287-2563	Riggs Oil Co., Inc.....	288-57
Aspen Mortuary.....	287-0495	General Air Service & Supply.....	892-7003	Rocky Mountain Fire & Safety.....	287-31
B & B Auction.....	289-7253	Grif-Fab Corp.....	287-2552	Rose Terrace Care Center.....	289-18
Bee Bee Que, Inc.....	287-2856	Ground Engineering Consultants, Inc.....	289-1989	Royal's Barber Shop.....	No Ph
BFI of Colorado, Inc.....	287-8043	H & H Tire Sales & Service.....	289-2856	Rusty's Cafe.....	288-81
Big 'E' Concrete.....	288-8428	H & H Transformer, Inc.....	289-2802	Ruth Ann's Bookkeeping.....	252-14
Big Ed's Tavern.....	288-9965	H,O Power Equipment, Inc.....	287-7561	S A C Fire Dept.....	288-08
Blanchard, Thomas J., MD.....	288-2615	Hast Lumber Company.....	288-1515	S A C Water & Sanitation District.....	288-20
Challenge Sport & Spine Center.....	287-0393	Hi Lo Market.....	288-1747	Sand Creek Optimist Club.....	287-01
Chambers & Son's Towing.....	288-3154	Holiday Inn DIA.....	371-9494	School District 14 Credit Union.....	287-84
Charlotte's Web Restaurant.....	287-7544	Honnen Equipment Company.....	287-7506	Schroeder Auto Carriers, Inc.....	288-38
City of Commerce City Parks Div.....	289-3713	Intermountain Lift Trucks, Inc.....	289-2201	Security Key & Lock.....	286-13
City of Commerce City.....	289-3612	Interstate Trailer Sales & Service.....	287-0375	Shady Lane Mobile Home Park.....	288-36
Clearview Motel & Apts.....	286-0386	Ivy K Barber Stylists.....	287-5383	Shell Oil Company.....	861-70
Colographic, Inc.....	288-4796	J & J Mailing Service, Inc.....	296-4842	Sheraton Inn Denver Airport.....	333-77
Color Decorating.....	289-2880	JR's Hair Company, Inc.....	287-7118	Shorty's Tree Service.....	659-77
Colorado Asphalt Services, Inc.....	292-3434	Jayhawk Trailers.....	286-7923	Sir Speedy Printing Center, Inc.....	289-73
Colorado Auto Auction, Inc.....	287-8077	Jean's Realty, Inc.....	289-4801	Stand By Power Service Co., Inc.....	289-51
Colorado National Bank Northeast.....	399-0655	Jergensen Insurance Agency.....	288-6000	Steven R. Gibson, P.C.....	980-01
Colorado Brake & Supply, Inc.....	399-2934	Joyce's Submarine Sandwiches.....	289-1101	Stewart & Stevenson Power, Inc.....	287-74
Colorado Charter Lines, Inc.....	287-0239	K & K Surplus, Inc.....	287-7195	Stockyards Ranch Supply, Inc.....	287-80
Colorado Computer Products.....	289-6213	Katie's Restaurant.....	289-3253	Surplus Supply Co./Ace Hardware.....	288-64
Colorado Denver Express.....	289-5577	Ken's Commerce City Drug, Inc.....	288-3784	Taxsavers.....	289-55
Colorado Down & Feather, Inc.....	287-2831	Key Bank Commerce City North.....	287-7411	The Bank of Cherry Creek.....	394-51
Commerce City Dental Center.....	288-6877	Key Bank Commerce City South.....	289-1178	The Greater Rocky Mountain Group.....	395-57
Commerce City Express.....	288-7987	L & B Produce Trucking.....	295-7084	The Sewer & Plumbing Works, Inc.....	288-19
Commerce City Floral, Inc.....	288-6859	La Casa Del Rey.....	287-7480	Timpte, Inc.....	289-62
Commerce City: Mission Possible!.....	289-4497	Larry's Lounge, Inc.....	288-9292	Travel Time.....	286-37
Commerce City Post Office.....	288-2100	Latorin's, Inc.....	288-8888	Triple "J" Appliance Repair.....	288-66
Commerce City Tire & Auto.....	289-5662	Leeper & Co.....	289-5555	True Vintage Sales.....	287-71
Community Health Services.....	289-1086	Manpower Temporary Services.....	457-3400	United Asphalt, Inc.....	287-54
Cordova's Tire Repair, Inc.....	288-3238	Manpower Temporary Services.....	758-2700	United Parcel Service.....	430-31
Cummins Rocky Mountain, Inc.....	287-0201	Marvin A. Pugh, CPA.....	451-5878	United Power, Inc.....	659-05
Dairy Queen #33.....	289-1650	Max Air Trailer Sales.....	289-3264	Valley Glass Co., Inc.....	287-01
Del's Liquors.....	659-7439	McCoy Sales Corp. DBA Parker Store.....	762-8012	VFW Post #4444 Currie-Toles.....	286-84
Denver Pet Cemetery, Inc.....	288-0177	McDonalds Restaurant #5562.....	288-9418	Vi's Printing.....	288-30
Denver Windustrial Co.....	287-2884	Mid America Wrecker Sales, Inc.....	289-2836	W J Whitley, Inc.....	287-84
Derby Bicycle Shop & Screen Printing.....	288-4100	Mile Hi Auto Repair, Inc.....	288-9000	Waste Management of Colorado.....	289-22
Derby Lanes.....	288-2225	Mile Hi Travel, Inc.....	288-8100	Watersaver Company, Inc.....	289-11
Derby Tire Service, Inc.....	287-1808	Mile High Greyhound Park.....	288-1591	Weaver Electric Co.....	288-07
Digital Solutions Group, Inc.....	740-8776	Mile High Roofing & Exterior Supply, Inc.....	289-4586	Werthwhile Inn.....	289-64
Direct Flooring Brokers.....	287-2233	Mountain States Industrial Svc, Inc.....	289-4511	Westurf Distributors, Inc.....	289-19
Dollar General Store.....	289-3192	Mountain States Crane Service, Inc.....	289-4511	Younger Brothers Lumber.....	288-20
Donner Diesel, Inc.....	287-3481				



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1745



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Commerce City Business and Professional Association, Inc.
P.O. Box 303
Commerce City, Colorado 80037-0303

Dear Officers and Board of Directors:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

The Army believes that the Agreement in Principle that the Army and Shell Oil Company have reached with South Adams County Water and Sanitation District (SACWSD) ensures an adequate, safe, and permanent water supply for the community. The Agreement in Principle, enclosed with this letter, includes payment of \$48.8 million to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply for Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

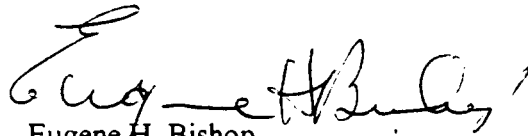
The Army understands that there is a perception among the public that RMA contamination has had a negative effect on the image of the surrounding communities. However, the ongoing remediation and the future transition to a National Wildlife Refuge will continue to have a positive influence on that image. In addition, RMA has contributed to the communities in several other ways. The Army and the U.S. Fish and Wildlife Service provide educational opportunities through remediation or wildlife tours, and the Army has recently received accreditation for its environmental education program through the Colorado School of Mines and the Denver Public Schools. Economic contributions include hiring of local contractors and labor and providing used computer equipment to the public schools. The Army is committed to seeing that RMA is a leader in environmental remediation. Lessons learned at RMA will be shared throughout the United States; this leadership image reflects not just on the success of the remediation but especially on the public involvement process.

Readiness is our Profession

-2-

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene H. Bishop". The signature is fluid and cursive, with a large initial "E" and a distinct "B" at the end.

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

**AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY**

**1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.**

**2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.**

**A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.**

**B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
SYSTEM) WILL BE COMPLETED BY THE 24TH MONTH AFTER THE INITIAL
PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.**

**C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.**

**D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF**

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96

rec'd 15 Jan 96

January 14, 1996

On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Att: AMCPM-PM/
Col. Eugene Bishop
Building 111-RMA
Commerce City, Colorado 80022-1748

Dear Col. Bishop:

Thank you for giving us the opportunity for making comments to the Rocky Mountain Arsenal On-Post Closure Plan.

This comment is from a concerned citizen and should be considered as my comments alone, even though, I am active in the Site Specific Advisory Board and Restoration Advisory Board for the Rocky Mountain Arsenal.

After rereading the past comments written by the public regarding the remediation plans, I am very disappointed that the Parties have not taken much consideration for what the public wants done at the Arsenal for clean up and remediation. The public has asked for remediated land and clean water. The public has asked that the contaminated soil and leachate remain on site and treated. The Parties are not going to remediate any portion, except the Hex Pits, maybe. The majority is being capped, some landfilled and other actually removed from the site taken elsewhere.

Burying the problem just leaves it for others to contend with later.

I wanted and was lead to believe that the Arsenal was going to be cleaned up--not just covered up.

My opinion on the Parties solution:

1. Capping:

- A. dumping dirt on top of explosives, nerve gases, mustard gases, pesticides, etc., then promoting public access is totally unacceptable.
- B. natural phenomena is not addressed such as: earthquakes, floods, ground water contamination

2. Landfill:

A properly built and managed landfill seems to be a necessity coupled with reasearch to provide adequate solutions.

A. site: should be near Basin A or F not near any earthquake fault and well above the water table.

B. construction: the liners should be tested for the chemicals it is containing. Individual areas should be set aside for different chemicals and not all mixed together. Must be built to last. Also, must be built so that easy access for monitoring, as well as, removal when new technology exists for proper neutralization.

C. monitoring: proper regulations maintained with the highest skill and technology for today and for the future generations.

3. Solidification:

A. a medium that will not break down with age.

B. a medium that the toxins will not leach.

My solution is to neutralize the chemicals that can be treated with todays technology, properly stored and managed. What is not known; reaserch at Rocky Mountain Arsenal for the answers to the currently unknown so that they can be correctly and harmlessly processed. Fence off Sections 1,26,25,31,36,2 from the public access with signs clearly labelling the hazardous conditions that are weather-worthy for hundreds of years. Specific research for Rocky Mountain Arsenal chemicals and conditions must be provided for on site immediately to reduce the cost of remediation and make the cleanup more effective and safer.



Lonna Fischer
SSAB/RAB



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80221-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Ms. Lonna Fischer
4070 E. 129 Way
Thornton, Colorado 80241

Dear Ms. Fischer:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

The Army realizes that there are remaining issues regarding the selected remedy for RMA. However, public concerns were definitely considered in the development of the alternatives. The concerns about the short-term risks and effects of excavation and treatment were weighed against the potential long-term effects of containing the waste in place. The public has also been concerned about thermal processes such as incineration because of potential emissions. The Army's selected remedy minimizes short-term risks of exposure to workers and the community because soil-borne contaminants are left in place. The landfill and cap/cover designs will comply with federal, state, and local regulations.

A common public concern during the selection process was the availability of a safe water supply. Clean water for the public is one of the Army's primary goals that will be met by continued boundary system operation and by providing a supplemental water supply. The Army believes that continued treatment of water at the RMA boundary is an important part of the remediation. The RMA boundary treatment systems currently treat about one billion gallons of water per year to meet all state and federal standards.

Responses to your specific comments are provided below.

I. Capping:

The capping process is significantly more complex than your comment suggests. Multiple protective layers (Resource Conservation and Recovery Act [RCRA] caps or RCRA-equivalent caps that meet all federal, state, and local regulations) will be constructed over the more contaminated sites, and soil covers of 1 foot or more of clean soil will be constructed over the less contaminated sites. The cap/cover structures will be designed to minimize rainfall infiltration and the potential for human or animal exposure. All caps/covers will be maintained regularly and repaired if necessary. Public access to capped

Readiness is our Profession

areas will be very limited. Natural phenomena, such as earthquakes and floods, and introduced phenomena such as contamination, must be and are considered in siting, design, construction, and operation of hazardous waste containment and treatment systems.

2. Landfill:

The hazardous waste landfill will be a state-of-the-art landfill that complies with or exceeds all federal and state siting, design, construction, operation, and closure requirements. Measures will be taken to ensure safe disposal, and all operations will be under the oversight of the Colorado Department of Public Health and Environment.

Siting studies have been conducted to identify the best possible location for the landfill, with regard to both geology (soil type and whether it is near a fault) and proximity to the water table.

The appropriate testing will be conducted for the liners. Several separate "cells" are planned so that waste can be segregated. The landfill design will satisfy all applicable siting and monitoring requirements.

The landfill is included in the periodic overall review of the remedy as required by the U.S. Environmental Protection Agency (EPA). Also, extensive monitoring in and around the landfill itself will take place as part of the long-term landfill operation.

3. Solidification:

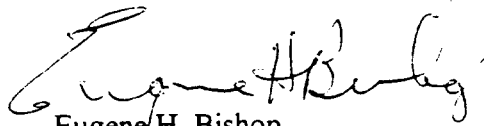
There has been significant technological development in the area of solidification/stabilization chemicals as well as in test methods over the past decade, much under EPA sponsorship. The Army agrees that tests must be conducted to ensure that stabilization chemicals used are compatible with the waste, that the products are stable, and that treatability goals can be met.

The Army believes that the capping/covering of much of the central portion of RMA (e.g., Basins A and F, South Plants) is protective of human health and the environment. In addition, the RMA National Wildlife Refuge planning efforts are considering which areas the public may access during and after the remediation.

Extensive testing and research already has been conducted for most of the RMA chemicals, and monitoring, feasibility studies, and treatability studies have been conducted during the past several years as part of the On-Post Remedial Investigation/Feasibility Study process leading up to the Record of Decision.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene H. Bishop". The signature is fluid and cursive, with a large initial "E" and a distinct "B" at the end.

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

*rec'd
11 Dec 95*

Fuller East Partnership
Fuller 45 Partnership
Buffalo Estates Partnership
General Partnerships
John J. Vandemoer
John B. Villano
Managing and General Partners
8791 Circle Drive
Westminster, CO 80030
Ph. 427-7641, Fax 427-5167
Pager 687-1212

December 7, 1995

Program Manager for the Rocky Mountain Arsenal
Rocky Mountain Arsenal
Commerce City, Colorado 80022

Dear Program Manager for the Rocky Mountain Arsenal:

We are the General Managers of three general partnerships in the Henderson vicinity. The partnerships total 146 acres which have been subdivided into 2 to 2.5 acre home sites. We have the powers of attorney to sign for the General Partners in these partnerships. They all concur with us that the following statement is their wish.

We the undersigned, being property owners of the area known as Henderson, Colorado, Directly North of the Rocky Mountain Arsenal, request that the United States Army and Shell Oil CO pay for and install a water system to provide water to the existing homes and future and water needs due to the contamination of our water supply. The water provided to the area must replace the 2500 acre feet of contaminated water and be of excellent quality and quality and sufficient quantity to repair the damage to our area. Since 1942 the United States Army and Shell Oil Co. have been contaminating our land and water and must be held accountable for their actions.

Sincerely,

*John J. Vandemoer
John B. Villano*

Enclosures: [Three General Partnership Lists of General Partners]

EXHIBIT B

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FUL23 Fuller East Estates %JBV

CLIENT	FIRST TAX ID	OTHER TAX ID	TYPE	AMOUNT
George M. Belme 6065 S. Chester Way Denver CO 80111	Work #:	(303) 291-8450	R	4.9
G. David Brown 9443 Jennings Rd. Morrison CO 80465	Work #:	(303) 697-1339	R	4.9
Walker T. & E. Jean Bryson 1409 Kellogg Rd. Springfield OR 94777	Work #:		R	4.9
Trena Dale P.O. Box 38602 Colorado Springs CO 80937	Work #:	(501) 855-0819	R	4.9
DeCola Partnership 790 Washington #1401 Denver CO 80203	Work #:	(303) 298-0202	R	4.9
Charles Haneyan Jr. 18500 Co.Rd.45, P.O.B.85 Cheyenne Wells CO 80610	Work #:		R	4.9
Mary Ann Hobs 6243 E. Peakview Ave. Englewood CO 80111	Work #:	(303) 982-7968	R	2.45
Scott Klune 3798 S. Ceylon Way Aurora CO 80013	Work #:	(303) 693-9107	R	4.9
Beverly J. Mather- Makala, Trustee P.O. Box 295297 Louisville AR 75029-5297	Work #:	(303) 924-0180	R	4.9
Linda J. McAninch 673 Blake Ct. Carol Stream IL 60188	Work #:	(321) 701-4495	R	2.45
James R. & Teresa B. Peay P.O. Box 1673 Denver CO 80201	Work #:	(303) 893-0214	R	4.9

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EXHIBIT B

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FUL23 Fuller East Estates %JBV

CLIENT	FIRST TAX ID	OTHER TAX ID	TYPE	AMOUNT
James K. & Shirley F. Pelton 19544 County Road #46 Cheyenne Wells CO 80810	Work #:		R	4.9
Richard E. Pelletier 14217 Downing St. Brighton CO 80801	Work #:	(303)450-2222	R	9.8
Paul E. Raybin 673 Blakes Ct. Carol Stream IL 60188	Work #:	(312)701-4495	R	2.45
Red Ink % Max E. Carlson 104 W. 8th St. Julesburg CO 80737	Work #:	(303)474-3331	R	4.9
Richard K. Riman 720 Harrington Rd. Rockville MD 20852-1029	Work #:	(301) 838-8888	R	4.9
Richard K. Riman 12351 N. Pine Vista Tr. Parker CO 80134-8219	Work #:	(303)733-9428	R	0
Thomas C. & Martha A. Roddam 3514 Edollin Drive Finksburg MD 21048	Work #:	(410) 358-3600	R	4.9
David D. Sparks 7976 S. Gaylord Way Littleton CO 80122	Work #:	(303) 446-7273	R	4.9
John J. Vandemoer 8791 Circle Drive Westminster CO 80030	Work #:	(303)687-1212	Option %	1
John J. Vandemoer III, Trustee Irrevocable Trust 2195 Egbert St. #123 Brighton CO 80218	Work #:	(303)427-7641	R	4.9
John B. Villano 2701 E. 112th Ave. Thornton CO 80233	Work #:	(303)280-0058	Option %	1

EXHIBIT B

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FUL23 Fuller East Estates %JBV

CLIENT	FIRST TAX ID	OTHER TAX ID	TYPE	AMOUNT
Ralph Villano Jr. 13215 W.C. Road 8 Fort Lupton CO 80621	Work #:	(303)983-5252	R	2.45
Robert Lee Villano 1675 W. 113th Ave. Westminster CO 80234	Work #:	(303)893-5252	R	2.45
Robert P. Villano 1675 W. 113th Ave. Westminster CO 80234	Work #:	(303)893-5252	R	2.45

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Fuller-45 Estates %JJV

CLIENT	FIRST TAX ID	OTHER TAX ID	TYPE	AMOUNT
Randy Bussing & Kim Harrold 7975 W. 44th Ave. Wheat Ridge CO 80033	Work #:	(303)423-7142	R	4.9
Trena Dale P.O. Box 38802 Colorado Springs CO 80937	Work #:	(501)855-0819	R	4.9
M.C. DeCola Irrevbl Trst for/Chldrn 790 Washington #1401 Denver CO 80203	Work #:	(303)758-2221	R	4.9
Phillip & Susan Evans & M. Erb 3443 S. Boston Ct. Denver CO 80231	Work #:		R	4.9
Edward L. & Carlyne K. Gerstner 12209 Brier St. Overland Park KS 66211	Work #:		R	4.9
Cecil J. Hallinan P.O. Box 2800 Corona CA 91720	Work #:	(909)277-1010	R	4.9
Mary Ann Hols 6243 E. Peakview Ave. Englewood CO 80111	Work #:	(303) 982-7968	R	2.45
Loretta G. Iacovetta 221 S. Garfield #211 Denver CO 80209	Work #:	(303)322-4180	R	4.9
Eileen J. Ito 2870 Newland St. Denver CO 80214	Work #:		R	24.5
Scott Kune 3798 S. Ceylon Way Aurora CO 80013	Work #:	(303)893-9107	R	4.9
Truman C. Leuthouser 7208 S. Sundown Circle Littleton CO 80120	Work #:	(303)890-5457	R	4.9

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CLIENT	FIRST TAX ID	OTHER TAX ID	TYPE	AMOUNT
Susie Russell 1317 Strick Jumper Court Las Vegas NV 89119	Work #: (702)255-8500		R	4.9
Cesare E. Morganti Jr. 1147 Peakview Drive Castle Rock CO 80104	Work #: (303) 781-3520		R	4.9
John William Pascal 1244 Mariposa St. Denver CO 80204	Work #: (303)623-5300		R	1.225
James K. & Shirley F. Pelton 19544 County Road #46 Cheyenne Wells CO 80810	Work #:		R	4.9
Robert V. & Lisa K. Perry 18622 W. 56th Drive Golden CO 80403	Work #: (303)420-4132		R	1.225
Paula Romero Schmitt 4989 Rocky Rd. El Sobrante CA 94803	Work #: (510)834-3956		R	2.45
Dorothy L. Romero 1488 Treat Blvd. #1436 Walnut Creek CA 94596	Work #: (303)455-2208		R	2.45
John J. Vandemoer 8781 Circle Drive Westminster CO 80030	Work #: (303)687-1212		Option %	1
John B. Villano 2701 E. 112th Ave. Thornton CO 80233	Work #: (303)280-0056		Option %	1
Dennis E. Wenzel 929 Washington St. Denver CO 80203	Work #:		R	4.9

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BUF22 Buffalo Estates %JJV

CLIENT	FIRST TAX ID	OTHER TAX ID	TYPE	AMOUNT
Bald Eagle Resources, T. Galloway 154 Blue Spruce Drive Evergreen CO 80439	Work #:	(303)969-3191	R	3.75
Bald Eagle Resources, S. Smith c/o Scott Smith 2025 S. Owens Ct. Lakewood CO 80227	Work #:	(303) 830-0100	R	0
Rudolph A. Baronne 8818 Winona Ct. Westminster CO 80030	Work #:	(303)373-7244	R	5
Vito & Appalonia Binetti 1846 E. Euclid Avenue Littleton CO 80121	Work #:	(303)797-2014	R	5
Don J. Binetti 3801 S. Helena Street Aurora CO 80013	Work #:		R	5
Laura Blackman 29 Via Barcelona Moraga CA 94556	Work #:	(510) 631-9629	R	2.5
Brian Boyanovsky % Chuck Mason 707 Newell Street Walla Walla WA 99362	Work #:	(509)525-1700	R	0
Brian Boyanovsky 22014 490th Street Albert City ID 50510	Work #:	238-8960	R	5
Nancy A. Branton 6040 W. 38th. Ave. Wheatridge CO 80033	Work #:	(303)458-6418	R	0.5
Theresa Tadonini Celeste 22 Longview Rd. Sparta NJ 07871	Work #:		R	0.5
Jeff & Sharon Haber 751 Detroit Street Denver CO 80206	Work #:	(303)321-2277	R	5

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CLIENT	FIRST TAX ID	OTHER TAX ID	TYPE	AMOUNT
Eileen J. Ito 2670 Newland St. Denver CO 80214	Work #:		R	10
Rita Colleen Kennedy 4355 Everett Wheatridge CO 80033	Work #:		R	2.5
Richard Rasmussen 4355 Everett St. Wheatridge CO 80033	Work #: (303)388-5603		R	2.5
Scott Kune 3798 S. Ceylon Way Aurora CO 80013	Work #: (303)693-9107		R	2.5
Joseph R. Kune 740 Everett St. Lakewood CO 80215	Work #: (303)936-7291		R	2.5
Charles W. & Gail M. Mason 707 Newell St. Walla Walla WA 99362	Work #: (509)525-9561		R	5
Linda J. McAninch 673 Blake Ct. Carol Stream IL 60188	Work #: (321)701-4495		R	2.5
Mary V. McCracken 11947 Lafayette Northglenn CO 80233	Work #: (303)538-2935		R	2.5
Cesare E. Morganti Jr. 1147 Peakview Drive Castle Rock CO 80104	Work #: (303) 781-3520		R	5
Susan M. Neill 20800 Bartlett Drive Brookfield WI 53045	Work #:		R	5
Paul E. Raybin 673 Blake Ct. Carol Stream IL 60188	Work #: (312)701-4495		R	2.5

EXHIBIT B

07-Dec-05

Page 3 of 4

BUF22

Buffalo Estates %JJV

CLIENT	FIRST TAX ID	OTHER TAX ID	TYPE	AMOUNT
Richard K. Riman 720 Harrington Rd. Rockville MD 20852-1029	Work #:	(301) 838-9996	R	5
Richard K. Riman 12351 N. Pine Vista Tr. Parker CO 80134-8219	Work #:	(303)733-9428	R	0
Mark Saltzman 1908 Flournoy Rd. Manhattan Beach CA 90266	Work #:	(310) 546-2995	R	2.5
Mary Pauline Tadolini 742 S. Youngfield Ct. Lakewood CO 80228	Work #:	(303)571-3857	R	0
Stephen C. Tadolini 428 DeFrance Drive Golden CO 80401	Work #:	(303)236-0751	R	0.5
Deborah K. Tadolini 3354 S. Flower Street Unit #55 Lakewood CO 80227	Work #:		R	0.5
Antoinette M. Tadolini & J. Norland 2220 Cedar Croft Road Acton CA 93510	Work #:		R	0.5
Junn-Kuo & Cecilia C. Teng 7858 S. Harrison Circle Littleton CO 80122	Work #:	(303)977-5080	R	5
Donald H. & Marie Tiernan 11 Welcome Rd. Saddlebrook NJ 07662	Work #:		R	0
Don Tiernan 1371 Kahaulani Drive Kailua HA 96734	Work #:	(808)282-5142	R	5
John J. Vandemoer 8791 Circle Drive Westminster CO 80030	Work #:	(303)687-1212	R	0.625

EXHIBIT B

07-Dec-95

Page 4 of 4

BUF22

Buffalo Estates %JJV

CLIENT

FIRST TAX ID

OTHER TAX ID

TYPE AMOUNT

John B. Villano
2701 E. 112th Ave.
Thornton CO 80233

Work #: (303)280-0056

Regular % 0.625

Chih Ted Yang & Eveline Liu Yang
571 Sunrise Drive
Golden CO 80401

Work #:

R 5

100



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Fuller East Partnership
Fuller 45 Partnership
Buffalo Estates Partnership
General Partnerships
Mr. John J. Vandemoer
Mr. John B. Villano
Managing and General Partners
8791 Circle Drive
Westminster, Colorado 80030

Dear Mr. Vandemoer and Mr. Villano:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

In response to your comment about an alternative water supply, the Army and Shell Oil Company have reached an Agreement in Principle, enclosed with this letter, with South Adams County Water and Sanitation District (SACWSD) that includes the payment of \$48.8 million to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

Readiness is our Profession

-2-

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eugene H. Bishop". The signature is fluid and cursive, with the first name "Eugene" being the most prominent.

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY

1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.

2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.

A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.

B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
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PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.

C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.

D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

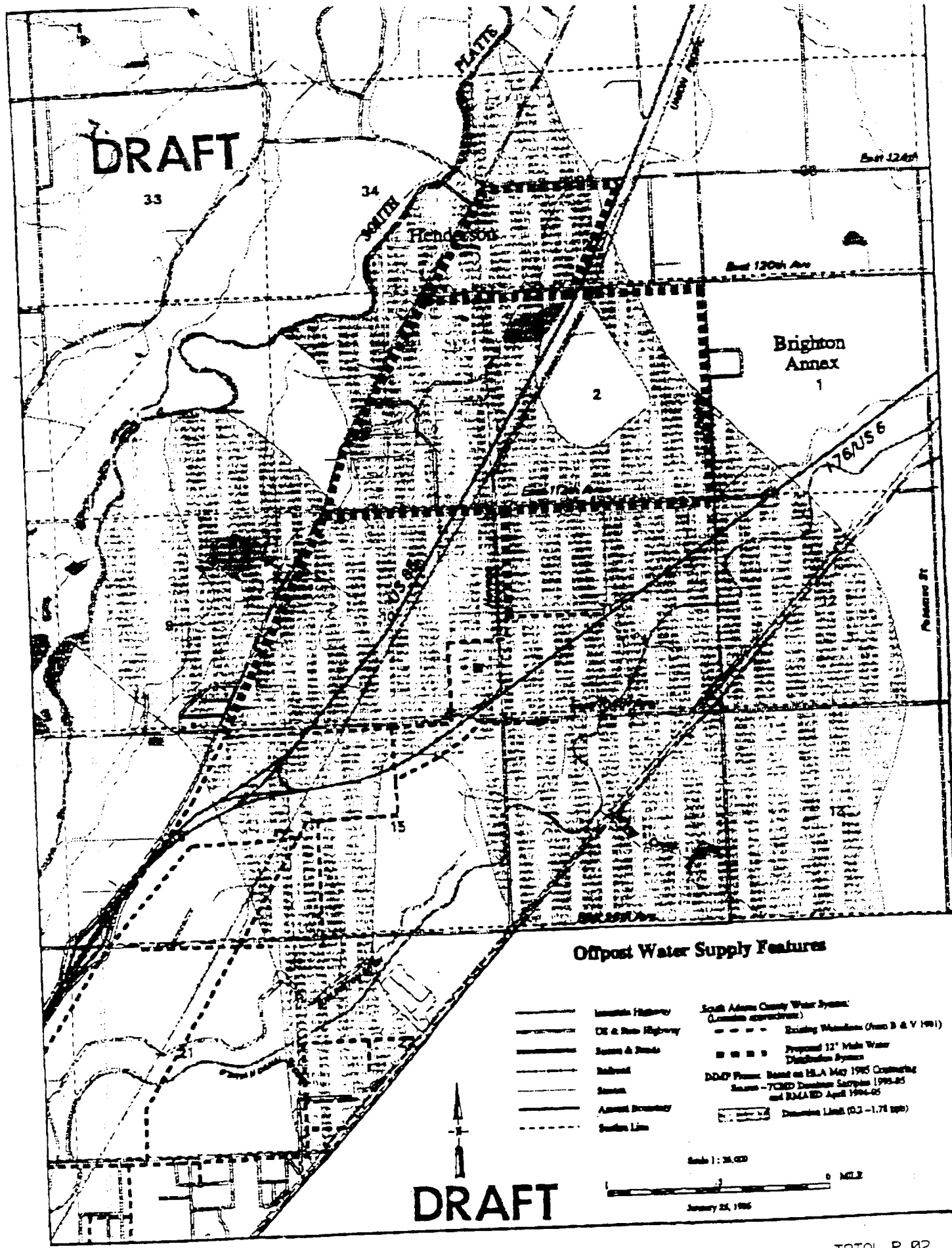
O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96



TOTAL P.02

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058
INJUSTICE

Happy Holidays



DEAR MR PRESIDENT

I AM WRITING TO YOU ABOUT THE GRAVE MISJUSTICE DONE TO THE PEOPLE OF MY COMMUNITY BY THE DEPT. OF THE ARMY AND SHELL OIL CO. WE HAVE BEEN INUNDATED WITH TOXINS OUR AIR, WATER AND SOILS FOR ALMOST 33 YEARS. ONLY IN 1988 DID THE ARMY OFFICIALLY DECLARE THEIR MISDEEDS. WHERE ELSE COULD BY PRODUCTS OF NERVE GAS HAVE COME FROM? NOW THEY WANT TO FINALLY PUT THIS TO REST. BUT THE FINAL REMEDY AS THEY CALL IT WILL NOT GIVE US ANY CLEAN WATER. HOW CAN A COUNTRY SUCH AS OURS THE GREATEST IN THE WORLD HELP BOPAH, CHERNOBLE, GRENADA, MEXICO, SHOULD I GO ON? NOT HELP THEIR OWN PEACE LOVING TAX PAYING FLAG WAVING CITIZENS? WE DO NOT SEEK MUCH, BUT WATER PURE AND SIMPLE! WE DESIRE A SUPPLY OF 2500 ACRE FEET PER YEAR TO SUSTAIN US UNTIL THE MISDEEDS OF THE ARMY ARE NO MORE. THIS IS ESTIMATED AT FORTY YEARS. THIS WE ASK IN YOUR NAME FOR THE PEOPLE OF HENDERSON, CO. I UNDERSTAND WHERE ALL YOUR ENERGIES MUST GO FOR THE MOMENT. BUT IF YOU COULD LOOK INTO THIS MATTER BEFORE THE ARMY FINALIZES THIS IN MARCH OF 1996 WE WOULD BE GREATLY APPRECIATIVE. PLEASE HAVE A SAFE AND HAPPY HOLIDAY SEASON, YOU AND YOUR FAMILY.

THANK YOU
 BOB HANSON
 11001 E. 120 AVE
 HENDERSON CO 80640

9626925W

Henderson Coalition
Jim Erger
18521 East 121st Circle
Brighton, Colorado 80601

December 4, 1995

Dear Resident:

In May of 1995 the United States Army (Army), Shell Oil Company (Shell), Colorado Department of Public Health and Environment (CDPHE), United States Environmental Protection Agency (EPA), and the United States Fish & Wildlife Service (USF&WS), agreed upon a Conceptual Remedy to be used in the cleanup of the Rocky Mountain Arsenal. The Conceptual Agreement means the five parties have agreed in principal how to cleanup the Arsenal. The final decision, called the Record of Decision (ROD), is to be issued in the spring of 1996.

However, the Conceptual Agreement does not address the issue of contamination of off-post water. The Stakeholders, which include Commerce City and Henderson have asked for 7500 acre feet of good quality water to replace the contaminated supply. The Conceptual Agreement states that the Army and Shell will provide a replacement supply of only 4000 acre feet, which is not intended to serve Henderson. In the past it was estimated that there was 2500 acre feet of ground water which could be served to the Henderson area. We think it is important that the 2500 acre feet of water be provided to Henderson in addition to the 4000 acre feet identified in the Conceptual Agreement.

It is imperative that residents and property owners in Henderson make their wishes for a clean, safe, reliable water supply known immediately.

Statements may be mailed to:

Program Manager for the Rocky Mountain Arsenal
Rocky Mountain Arsenal
Commerce City, Colorado 80022

In an effort to secure a clean, safe, reliable water supply, the Henderson Coalition was formed. The Coalition is sponsoring a meeting for residents to voice their opinions. The Army, Shell, EPA, CDPHE, and USF&WS have been invited to the Tuesday, December 12 meeting. The meeting will be held at 7:30 p.m. at the Adams County Regional Park, 9755 Henderson Road. A flier with the details is enclosed. The Coalition is also circulating petitions which can be signed at the December 12 meeting.

We need to show the policy makers that we are united in our efforts to get a clean, safe, reliable water supply to replace our poisoned, contaminated supply.

Following is the language used in the petition:

WE, THE UNDERSIGNED, BEING RESIDENTS AND/OR PROPERTY OWNERS OF THE AREA KNOWN AS HENDERSON, COLORADO, DIRECTLY NORTH OF THE ROCKY MOUNTAIN ARSENAL, DEMAND THAT THE UNITED STATES ARMY AND SHELL OIL COMPANY PAY FOR AND INSTALL A WATER SYSTEM TO PROVIDE WATER TO THE EXISTING HOMES AND FUTURE WATER NEEDS DUE TO THE CONTAMINATION OF OUR WATER SUPPLY. THE WATER PROVIDED TO THE AREA MUST REPLACE THE 2500 ACRE FEET OF CONTAMINATED WATER AND BE OF EXCELLENT QUALITY AND SUFFICIENT QUANTITY TO REPAIR THE DAMAGE TO OUR AREA. SINCE 1942 THE UNITED STATES ARMY AND SHELL OIL COMPANY HAVE BEEN CONTAMINATING OUR LAND AND WATER AND MUST BE HELD ACCOUNTABLE FOR THEIR ACTIONS.

Remember, the Army and Shell have polluted and poisoned our water for 53 years. At no time have they agreed with the Stakeholders that our supply should be replaced. CDPHE has provided bottled water to members of our community for years.

If this issue is not resolved before the ROD is signed, there will be no recourse.

It is up to us to secure the future of our community. Write a statement to the Program Manager of the Rocky Mountain Arsenal, sign the petition, and attend the meeting on December 12. Encourage your neighbors to participate. This could be the last opportunity to recover some of the damages to our community.

Sincerely,

James L. Erger
James L. Erger
Henderson Coalition

Encl.

VERY

IMPORTANT

MEETING

HENDERSON AREA RESIDENTS DIMP MEETING

**Rocky Mountain Arsenal Pollutant and Contaminant
Meeting: Tuesday, December 12, 1995 at 7:30 PM
Place: Adams County Regional Park
9755 Henderson Road, Brighton, CO**

☠ Does your well have DIMP? ☠

☠ Why haven't the US Army or Shell Oil replaced the water
they have poisoned since 1942 (53 years)? ☠

R.O.D. as proposed has not included any high quality replacement water
for the Henderson Area or the necessary pipelines.

Sponsored by the Henderson Coalition.

**Agencies Invited: US Army, Shell Oil, Tri-County Health, Colorado
Department of Health, South Adams County Water and Sanitation,
Adams County Commissioners and EPA.**

**Henderson Coalition - Jim Erger, Chairman, 659-0549 (home),
659-9288 (work).**

TO PROGRAM MANAGER
ROCKY MOUNTAIN ARSENAL

I BELIEVE THAT YOUR FINAL DECISION CANNOT BE MADE WITHOUT A COMPLETE OVERHAUL OF THE HENDERSON RESIDENTS WATER SUPPLY IF WE ARE TO ONLY GET LIP SERVICE THEN WE WILL NEVER ACCEPT ANY FINAL REMEDY. WE DEMAND WATER THAT YOU HAVE TAKEN FROM US.

IF WE HAVE 2500 ACRE FEET IN OUR AQUIFER THAT HAS BEEN DESTROYED BY THE ARMY AND SHELL THEN NO AGREEMENT WILL BE ACCEPTED AS FINAL WITHOUT THAT SPECIFIC NUMBER WRITTEN IN STONE. THE TOTAL COST OF THIS REMEDY SHOULD NO LONGER FALL UPON US. AS WE HAVE BORE THE PAIN AND UNDUE MONETARY HARDSHIP YOU HAVE PLACED UNTO US SINCE 1942.

THE YEARS OF LIES THAT YOU HAVE PERPETRATED UPON US HAVE BEEN EXPOSED. BUT WHAT GOOD DOES THAT DO US TO KNOW THE TRUTH IF WE ARE TOLD THAT IS DOES NOT MATTER? THAT WHAT MATTERS IS THAT THE GOVERNMENT CAN DO TO US WHAT IT WANTS AND ANYONE UNDER CONTRACT WITH SAME IS EXEMPT. WE REQUIRE, WE DEMAND JUST COMPENSATION! THIS WILL BE DONE BEFORE YOU REACH THE END OF YOUR ASSOCIATION WITH THE PEOPLE OF ADAMS COUNTY. ONLY THEN CAN WE ALL LIVE IN PEACE AND HARMONY WITH ONE ANOTHER AND OUR GOVERNMENT.

THANK YOU
ROBERT S. HANSON
11001 E. 120 AVE.
HENDERSON CO. 80640



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. Robert S. Hanson
11001 E. 120 Avenue
Henderson, Colorado 80640

Dear Mr. Hanson:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

The Army believes that the Agreement in Principle that the Army and Shell Oil Company have reached with South Adams County Water and Sanitation District (SACWSD) ensures a safe and adequate water supply for the community. The Agreement in Principle, enclosed with this letter, includes the payment of \$48.8 million to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Readiness is our Profession

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY

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WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
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DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

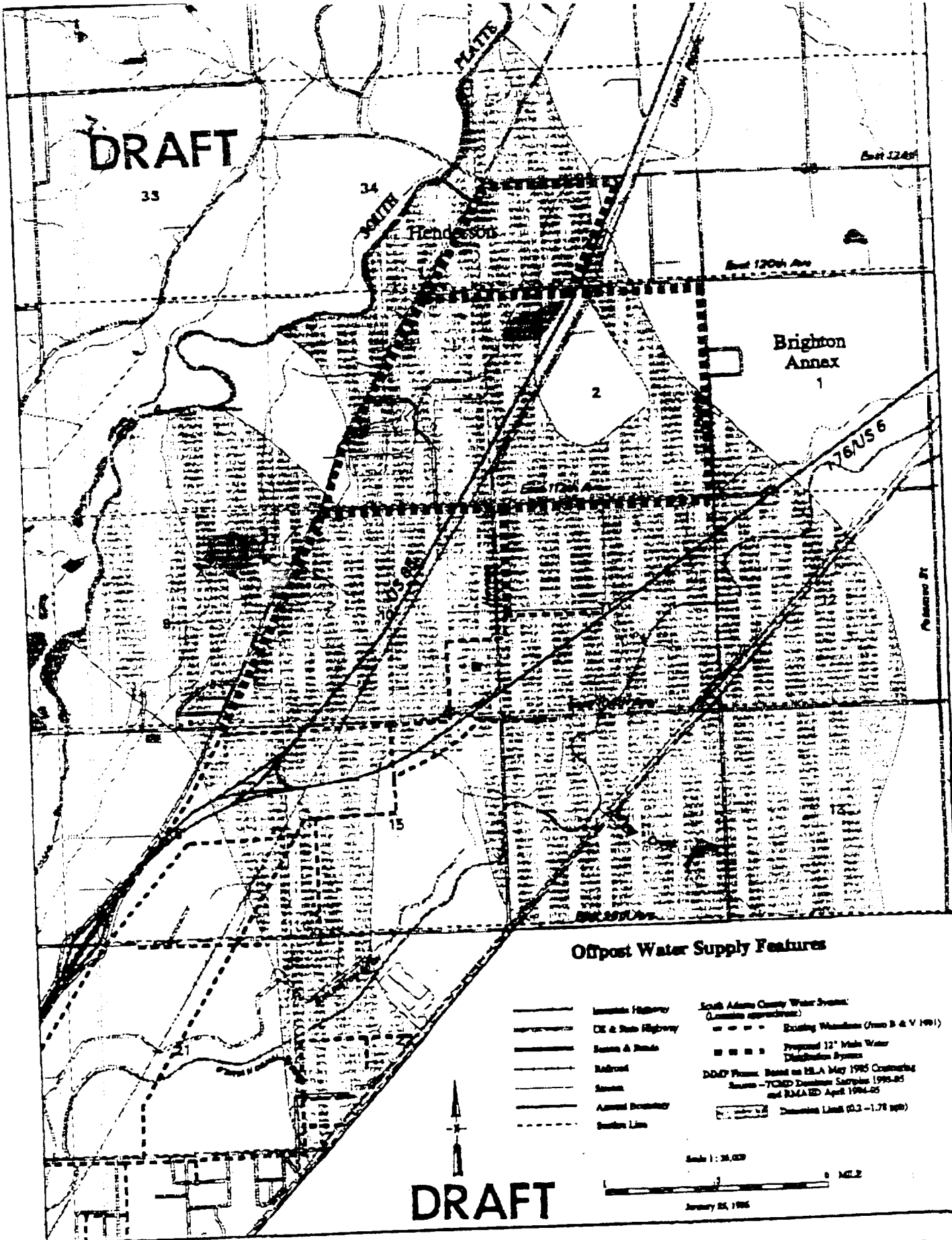
O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96



TOTAL P.02

9390 W. 1st Ave.
Lakewood, CO 80226
232-1242(FAX or phone)

MECHAN
Ruth Methan
Public Affairs Office
Rocky Mountain Arsenal

FAX 289-0582

December 13 is the stated end of the comment period for the Proposed Plan. Technically the comment period could have ended in November, so the period has already been extended once.

Since my main interest is the safe and effective cleanup of Rocky Mountain Arsenal in the shortest practical time period, I am opposed to any extension of the comment period for the Proposed Plan.

In no way do I wish to imply lack of support for on-going evaluation of all studies of health or environmental effects of past and/or future actions. Results of studies should be made public and should be expected to impact the decision-making process when it comes to specific technologies. However, the Proposed Plan leaves room for such adjustments.

Thank you,

Clara Ion Humphrey

Clara Ion Humphrey

rec'd 18 Jan

9390 W. 1st Ave, Lakewood, CO 80226

On-Post Proposed Plan Comments
Program Manager, Rocky Mountain Arsenal
Attn: AMCFM-PH/Col. Eugene H. Bishop

Colonel Bishop:

As I have stated in the past, I believe the goal of remediation at Rocky Mountain Arsenal must be protection of human health and the environment. Generally, I think the Proposed Plan points in the right direction. However, there are some things which should be spelled out in the final Record of Decision.

1. Folks in the Henderson area which have wells contaminated by DIMP or other materials from RMA should be provided safe water and the needed delivery system. The cost should be included as one of the costs of remediation and given high priority for completion within the next year or two.

2. Environmental Monitoring should be combined with Health monitoring in order to assure stakeholders that remediation is indeed meeting the stated goal.

3. I'm concerned about the adequacy of the five year review process as outlined at the Restoration Advisory Board meeting last fall. In order to fully understand the effectiveness of the remediation program it is imperative that the official review include data on all work, monitoring data, public comments or complaints, and proposed scheduling. The first review should take place during 2001 with total review taking place each five years after that. Good public relations suggest an ongoing public review of progress, problems, and proposals such as take place at RAB meetings.

4. The HEX pits seem to pose a special problem at this time. If an acceptable solution can not be reached before the R.O.D. deadlines, I recommend that they be pulled out of the On-Post R.O.D. and become a separate operable unit!

5. A Trust Fund has been sold as a back-up guarantee for stakeholder concerns, but is still tentative. The Trust Fund must be guaranteed as part of the remediation! It must be available for emergency use or for use in case Congress refuses to fund Operation and Maintenance at a future time. I want remediation to be complete as soon as possible, but not at the expense of long-term health risks.

6. Public involvement should go beyond what is required, including open houses, progress reports, and other means which will answer questions and concerns of stakeholders. Failure to keep the public involved in the past has led to suspicion and opposition, neither of which will facilitate community acceptance.

Charles Louis Humphrey



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80224-1745



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Ms. Clara Lou Humphrey
9390 W. 1st Avenue
Lakewood, Colorado 80226

Dear Ms. Humphrey:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Your first letter was emphatic in that the period for comments on the On-Post Proposed Plan should not be extended for any reason. Although the Army agrees with the spirit of the letter to the effect that the remediation process should move fluidly and unimpeded by needless delays, several parties required more time to research the document adequately and to assess its contents. In order to allow additional time for comment without excessively delaying the Record of Decision (ROD), the comment period was extended by 30 days.

Your second letter contained additional comments, and responses are provided below, numbered consistent with your comments.

1. The Army and Shell have reached an Agreement in Principle with South Adams County Water and Sanitation District (SACWSD). The Army and Shell have committed to connecting Henderson area well owners to the SACWSD or alternative system if their wells are located within the detectable area of the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint north of RMA, which is currently being evaluated. The Agreement in Principle, enclosed with this letter, includes payment of \$48.8 million to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the DIMP plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to the Commerce City and Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

Readiness is our Profession

2. The primary goal of the Medical Monitoring Program is to monitor any off-post impact on human health due to the RMA remediation. Elements of the Program could include medical monitoring, environmental monitoring (including water, soil, and air monitoring), or health/community education. This Program will continue until the on-post soil remediation is completed. A Medical Monitoring Advisory Group has been established to evaluate specific issues covered by the Medical Monitoring Program.

3. The extensive, site-wide monitoring program that is planned will provide early detection of any problems with either soil or groundwater remediation. Additionally, the required periodic five-year review of the remedy will evaluate whether the remedy remains protective of human health and the environment. The Army agrees that the review should be comprehensive, and intends to continue the dialogue with the public in a forum like the Restoration Advisory Board, as you suggest.

4. Subject to the results of treatability testing and technology evaluation, approximately 1,000 bank cubic yards (BCY) of principal threat material from the Hex Pit will be treated by an innovative thermal technology. Solidification will become the selected remedy if evaluation criteria for the innovative technology are not met. The remaining 2,300 BCY of material will be excavated and disposed in the on-post hazardous waste landfill.

5. During the formulation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operation and maintenance of the remedy. The Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the On-Post ROD. Principal and interest from the Trust Fund would be used to cover the costs of long-term operations and maintenance throughout the lifetime of the remedial program. These costs are estimated to be approximately \$5 million per year (in 1995 dollars).

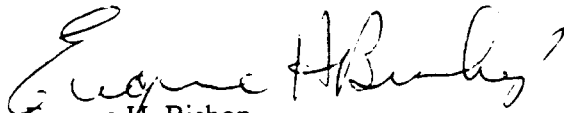
It is the intent of the Parties that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remedial sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders and will be convened within 90 days of the signing of the ROD.

6. As stated in the response to your Comment Number 3 above, the Army intends to continue the dialogue with the public throughout the remediation process at RMA.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene M. Bishop".

Eugene M. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY

1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.

2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.

A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.

B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
SYSTEM) WILL BE COMPLETED BY THE 24TH MONTH AFTER THE INITIAL
PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.

C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.

D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

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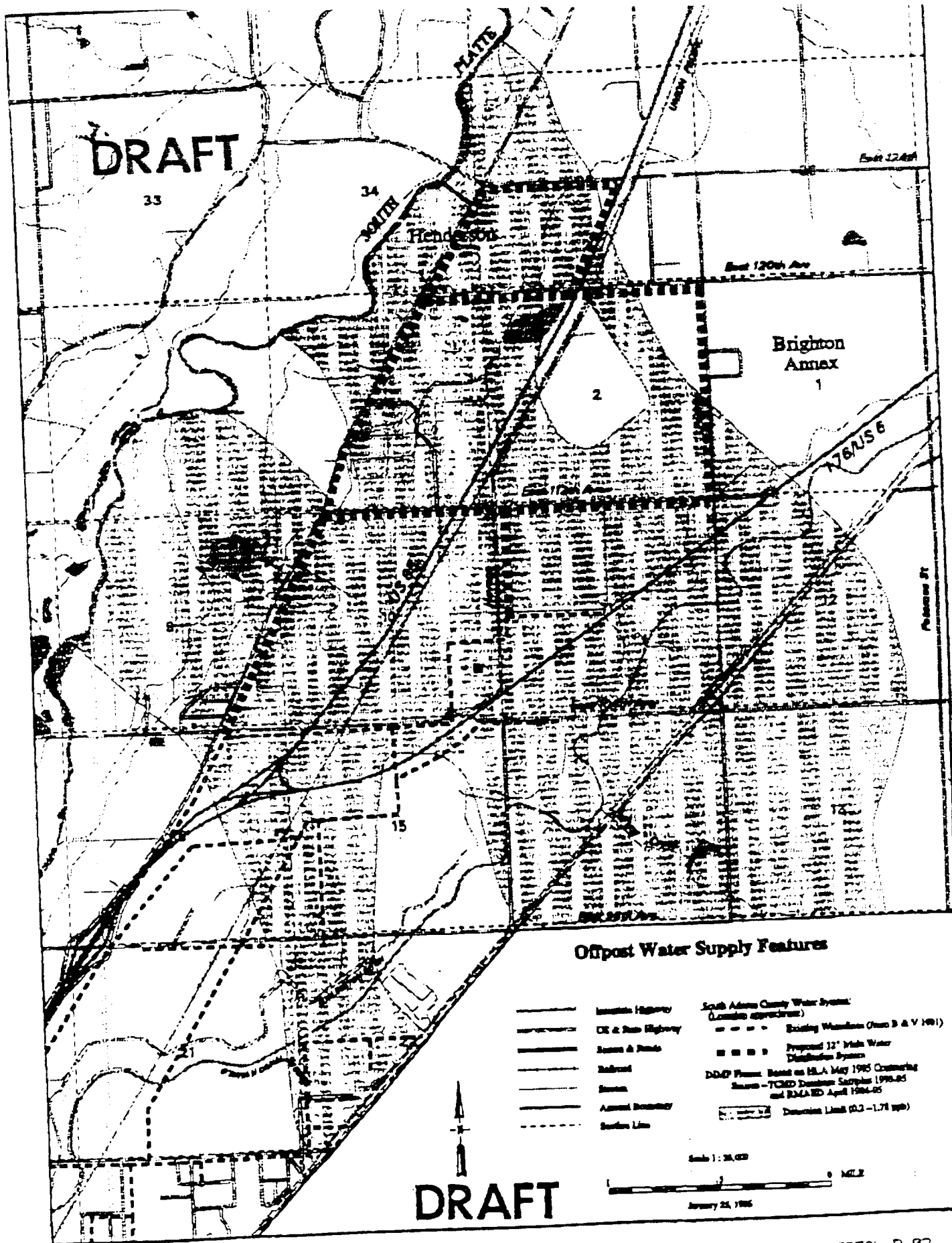
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Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

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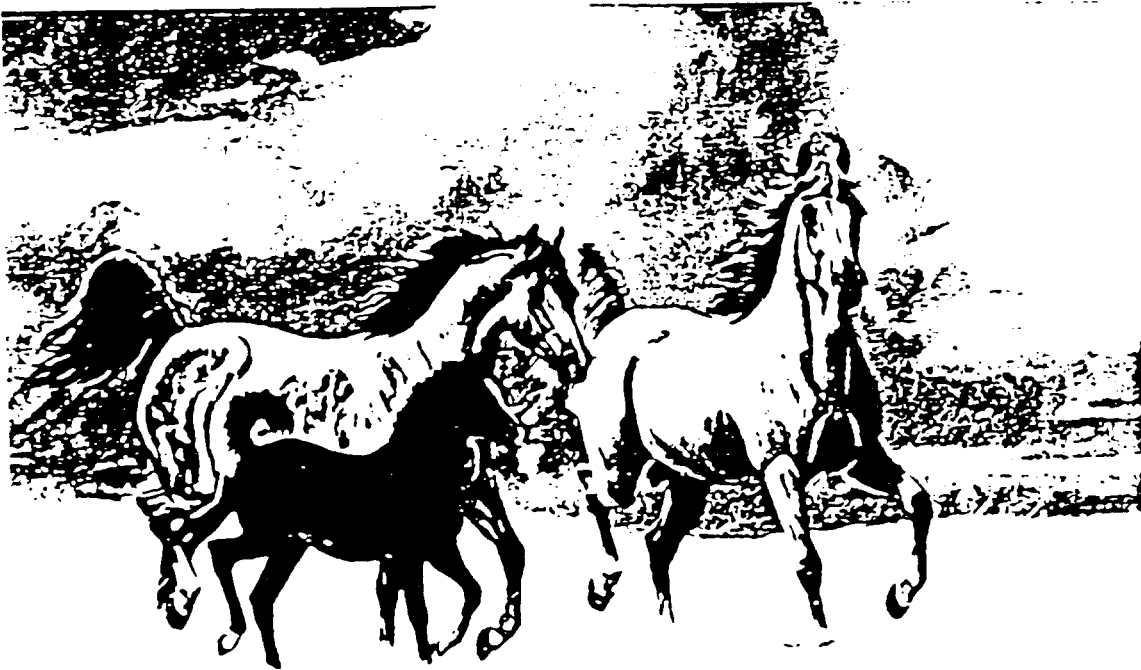
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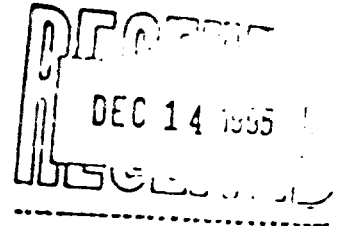
TOTAL P.02

LEANIN' TREE

Original art by
John Sargent
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Club of America, Inc.
Printed on Recycled Paper



ROYAL FAMILY



9534802-1/1

May the meaning of the Season be deeper,
its friendships stronger, and its hopes brighter
as Christmas comes to you this year.

To Whom it may concern -
We respectfully request that the US Army
and Shell Oil Co. pay for and install
a water system for the home in
Henderson, Colorado. John H. Humphreys



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80220-1745



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. John Humphreys
11690 Peoria St.
Henderson, Colorado 80640

Dear Mr. Humphreys:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

The Army believes that the water supply issue for Henderson has been successfully resolved through the Agreement in Principle that the Army and Shell Oil Company have reached with the South Adams County Water and Sanitation District (SACWSD). The Agreement in Principle, enclosed with this letter, includes the payment of \$48.8 million to SACWSD and requires that SACWSD supply water to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Readiness is our Profession

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

**AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY**

**1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.**

**2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
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**C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.**

**D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
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F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

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AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

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N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

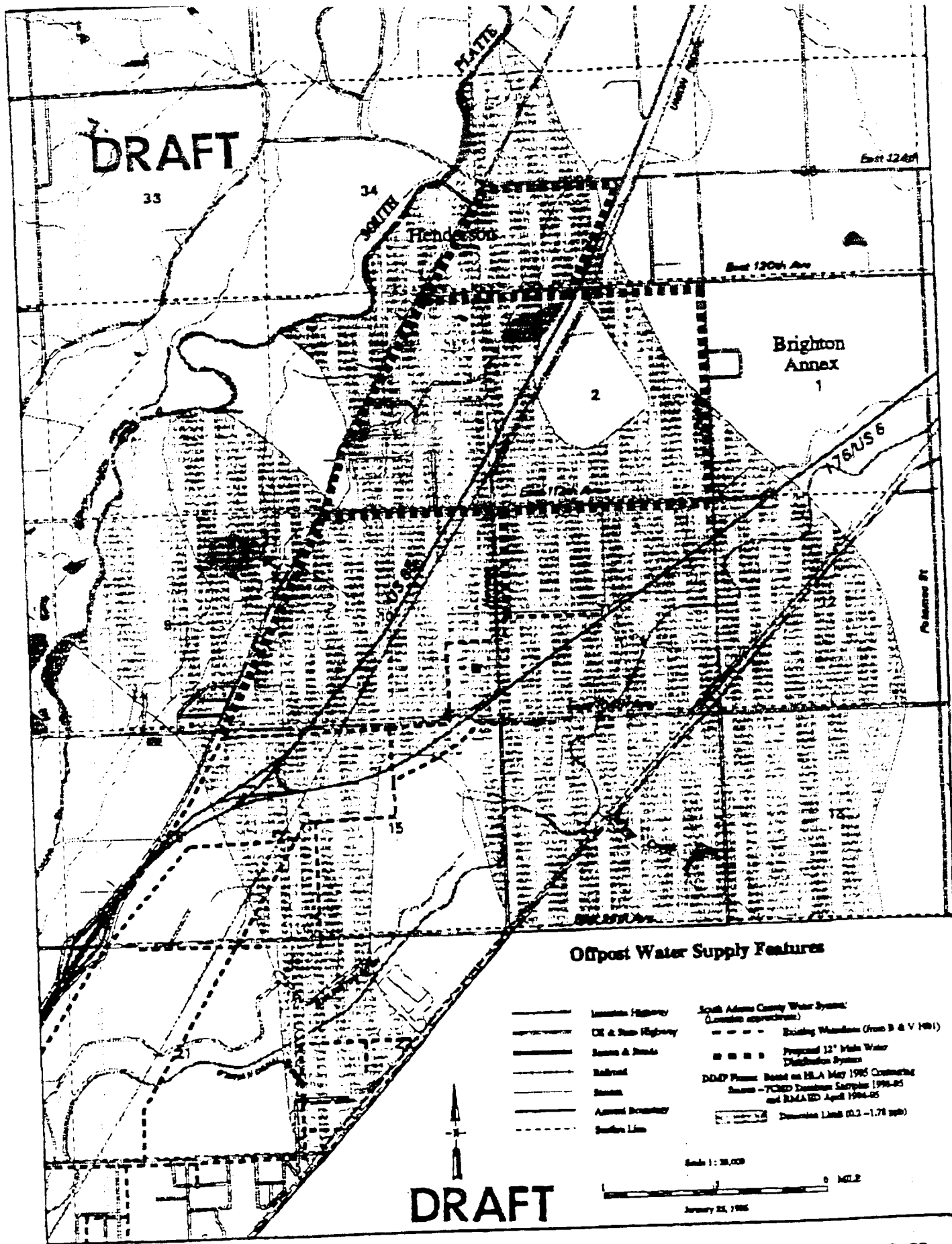
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version 10 - 26/01/96



TOTAL P.02

rec'd 14 Dec 95

• BARBARA S. BANKS
• EDWARD IMATANI

December 13, 1995

• SUITE 1310 •
ONE TABOR CENTER

1200 • 17TH STREET
DENVER • CO • 80202

PHONE • 303-446-2717
FAX • 303-446-2716

Program Manager for the Rocky
Mountain Arsenal
Rocky Mountain Arsenal
Commerce City, Colorado 80022

The undersigned represents James H. Imatani and Sumi Imatani, who own a residence in Henderson, Colorado. It is our belief that the United States Army and Shell Oil Company have caused contamination and irreparable damage to the water system that feeds the wells from which they obtain water for subsistence. The current plan set forth in the Conceptual Agreement fails to provide a substitute source of water. We hereby demand that an alternative source of water be provided in the plan for residents of the Henderson area. Otherwise, Mr. and Mrs. Imatani will effectively lose their residence.

Your consideration is most appreciated.

Very truly yours,

BANKS & IMATANI, P.C.

By: 
Edward Imatani

El:bds

cc: Mr. and Mrs. Imatani
Henderson Coalition, c/o Jim Erger



Banks & Imatani, P.C.
ATTORNEYS AT LAW

9534803-1/1



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80220-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. Edward Imatani
Banks & Imatani, P.C.
One Tabor Center, Suite 1310
1200 17th Street
Denver, Colorado 80202

Dear Mr. Imatani:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

The Army and Shell Oil Company have reached an Agreement in Principle, enclosed with this letter, with South Adams County Water and Sanitation District (SACWSD) that includes the payment of \$48.8 million to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The Parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

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version 10 - 26/01/96

SANDRA JAQUITH
Attorney at Law

844 Downing Street
Denver, CO 80218

303-832-3707
FAX 303-832-3708

January ²³~~19~~, 1996

On-Post Proposed Plan Comments
Kevin Blose, Program Manager
Rocky Mountain Arsenal
Attn: AMCPM-PM/Col. Eugene H. Bishop
Building 111--RMA
Commerce City, CO 80022-1748

Re: My AMENDED COMMENTS ON THE PROPOSED PLAN FOR THE ROCKY
MOUNTAIN ARSENAL ON-POST OPERABLE UNIT

Dear Mr. Blose:

After submitting my Comments on the Porposed Plan for the Rocky Mountain Arsenal On-Post Operable Unit, on January 19, 1996, I found six typographical errors in my text. Please find below a corrected and amended set of my comments. I want my Comments, as corrected and amended, to be included in the RMA On-Post Record of Decision. If you have any questions concerning this request, please contact me at the phone number set forth above.

INTRODUCTION:

I am submitting the following comments as an individual. However, throughout the comments, I do make reference to a collective "we." The comments asserted under my collective "we" are derived from my participation in and/or my facilitation of the many public meetings held in relation to the subjects addressed in these comments. Although I do not claim to speak for the public, I would assert that I have been in direct communication with the many citizens affected by the Arsenal clean-up and I am in a position to pass on their concerns and comments.

GENERAL COMMENTS:

This public comment process is a fraud. This plan offers for public comment five alternatives for remediation and a proposed plan, which represents what is commonly called the preferred alternative in this phase of the CERCLA process. Unlike most preferred alternatives, this one has been accepted and agreed to by all five of the parties to this remediation as a negotiated compromise. (See paragraph 'A' of Conceptual Agreement.) I believe that this pre-selected remedy is contrary to §117 of CERCLA.

The effect of presenting a pre-selected plan instead of a preferred alternative is to make a sham of this public comment process. Since this proposed plan has been accepted by written agreement as the plan for remediation, it is not really a *proposed plan, it is the final agreement of the five parties*. Since each party agrees to support the Conceptual Agreement and Proposed Plan, how could a modification based on public comment be made? It has been presented by the Army, the lead agency, but it will receive little or no critical analysis from the other parties. We have already seen the effects in public meetings. No one seems willing to criticize the plan. We, as citizens, have been told publicly and privately that none of the key elements (meaning those set forth in the written agreement) will be changed unless there is a "train wreck". It was explained at the November, 1995 RAB meeting by the parties that since it is a *negotiated settlement*, if one element is changed then the whole agreement fails.

My understanding of the role of *public comment* on a preferred alternative is to give the public an opportunity to review all alternatives and to comment on why or why not the preferred alternative is acceptable or preferable or appropriate. This gives the public and the other parties an opportunity to effect changes in determining the final remedy. Since there will be no real changes between the proposed plan and the final remedy, we must conclude that public comment is irrelevant and constitutes an onerous and futile burden on the public.

We will only believe that this public comment constitutes *meaningful* public participation if significant changes are made to this proposed plan.

I am unhappy that there is essentially no clean-up, no de-toxification of the primary contaminants, in the proposed plan (the only possible de-toxification would come from the promise to treat the HEX Pits with an alternative technology.) The proposed plan offers a little solidification, some landfilling, but most of the contaminants will be capped with soil and/or concrete. This is *not a clean-up, it is a cover-up*.

The Rocky Mountain Arsenal ("RMA") has been described as containing the most contaminated square mile on the planet and, by this proposed plan, the contamination will be left in place.

I do not believe that this is protective of human health, wildlife, or the environment.

This remediation decision is being made without knowing what effect the contamination has had on the surrounding communities or the wildlife. Inadequate studies have been done in the surrounding communities regarding how to determine whether human health has been affected, and the studies on the effects of the contaminants on the wildlife have not been finished (most of them were only begun in the past five years even though the Army has been involved in the remediation process for at least twenty years.) It is my belief that the parties did not, and do not, want to know how the contaminants have affected human health and the wildlife.

Shell Oil Company has claimed throughout this process that the contaminants do not need to be treated or de-toxified. They have adamantly and continuously supported the cover-up of the contamination, even though there are no long-term proven technologies on landfills and caps. Not suprisingly, Shell has been instrumental in thwarting the studies of the health effects of these contaminants on wildlife. Shell has refused to support pilot projects on innovative treatment technologies. In doing so I believe that they have controlled and defined the final remedy at the Rocky Mountain Arsenal, to the detriment of all people of Colorado. It is not right that the polluters were allowed to decide not to clean up their mess. I am ashamed and appalled that the State of Colorado, through the Governor's office, pushed for and supported a remedy that does not clean-up the contamination at RMA.

The only possible explanation for this absurdity is that Shell Oil Company *refuses* to allow contaminants to be treated and de-toxified. And if Shell refuses, it is not done, since this proposed plan is based on unanimous agreement of the parties.

When, and by what authority, was a preferred alternative proposed *only upon unanimous agreement* of the polluters? In the original DAA, the Army recommended extensive de-toxification of the contaminants. The EPA and the State of Colorado supported extensive de-toxification of the contaminants. It was *only* Shell Oil Company that opposed de-toxification of contaminants. The proposed plan contains *no* detoxification. Shell Oil Company determined the remedy at RMA, a minimal and non-protective remedy. A remedy that will require diligent monitoring and maintainance if it is to be at all effective. And there is presently no mechanism to create a trust fund to ensure that such funds will be available for this purpose in the future.

1. ONE OPERABLE UNIT ("OU") IS NOT SUFFICIENT:

This on-post operable unit consists of 179 or 181 separate contamination sites (depending on how you define and count). There is no technical reason for heaping everything into one unit and it is likely illegal to not break it up. Certainly, such a

classification is burdensome on those citizens who seek to review, analyze and comment upon it.

The on-post operable unit should have been divided into smaller, related units so that the contamination problems could be reviewed, analyzed, and remediated in some sane and reasonable manner. Citizens, the EPA and even the State of Colorado have requested this hundreds of times.

One on-post operable unit is not effectively manageable. Even the site characterizations were inadequate due to the sheer size of the site and volume of the contaminants. And more importantly, it is virtually impossible to provide effective, complete, and meaningful public participation when the problem is as enormous as the RMA.

It seems that the many problems created by the overwhelming size and complexity of the on-post operable unit at RMA were purposely designed. It was Shell Oil Company that specifically refused to allow the on-post operable unit to be broken into smaller operable units. The sheer size ensured that it could not be analogized to other sites, whereas smaller units might have been so analogized. By maintaining one operable unit, every aspect of the remediation had to be simplified and minimalized in order to make it even minimally manageable.

The State of Colorado did NOT have enough staff to effectively review and address all issues. Nor did the EPA have enough staff to effectively review and address all issues. Only the polluters, Shell Oil Company and the Army could afford enough staff to effectively manage and address all issues. And, not surprisingly, this Proposed Plan substantially resembles Shell's original proposal for remediation.

This site is so huge and complex, and the corresponding Proposed Plan is so vague and simplified, that any meaningful comment is precluded. All details of actual remediation plans and processes, and changes thereto, should require meaningful public comment.

2. BASIN F WASTEPILE:

When Basin F Wastepile was placed in its present location, the public was told that it provided a temporary storage of the highly saturated and toxic soils. The liner was designed to last five years, and we were told that it was stored pending treatment (which I understood would be de-toxification of the contaminants).

The Proposed Plan recommends moving the soils of the Basin F wastepile to the landfill, in the process, the soils will be heated to remove excess moisture. This is ironic since one of the primary, proven technologies for removing pesticides from the soils is to heat them, though at a higher temperature than is necessary for simply removing the moisture. It is ridiculous to heat the soil to remove the moisture and not heat it enough to

remove the contaminants for treatment. I want the contaminants removed from the soils of the Basin F wastepile and de-toxified.

3. GROUNDWATER:

The groundwater and aquifer have been contaminated and Proposed Plan offers some treatment of the water but, for all intents and purposes, the water that flows under the RMA is too contaminated to be used. This has severely impacted the drinking water of the surrounding communities and their future growth.

Since at least 1980, the surrounding communities and their local governmental institutions have demanded a full clean-up of the RMA. Replacement drinking water was needed and demanded. Then, about a year-and-a half ago, it was made clear that the Army believed that replacement drinking water was not legally required as part of the remedy at RMA and that the remedy would not include replacement drinking water *and* de-toxification of contaminants. Those same governmental institutions that had once *demanded clean-up* suddenly supported minimal treatment including a cover-up of the contaminants. Compare Northern Coalition's October and December SAPC positions. Replacement drinking water was being held hostage and the surrounding communities seemed to choose replacement water, to protect their health, their community reputations and property values, and future growth. In short, they chose their survival and will pay the price of living next to the largest hazardous waste site in America.

Every citizen or member of the public with whom I have spoken is *unhappy* with the Proposed Plan but many Commerce City residents have accepted it in order to receive replacement water. Unfortunately, the replacement water offered in the Proposed Plan is less than that requested and is inadequate for the needs of the surrounding communities, including South Adams County Water and Sanitation District (SACWSD) and the Henderson area, where the water still contains excessive levels of DIMP.

More water should be supplied, including the 7,500 acre feet requested by SACWSD and additional water for the people of Henderson for drinking and agriculture, where appropriate. The water should be of the highest quality available.

4. BOUNDARY SYSTEMS:

The boundary water treatment systems are not effective enough, and the Colorado Basic Standards for Groundwater (CBSG) are not being met for inorganics (chloride and sulphate) at north boundary and chloroform at northwest boundary. Where possible, all contaminants, including DIMP, should be treated at the source as well as at the boundary.

No remedy is proposed for treating NDMA, the western plume, or arsenic, especially at Basin A Neck and the M-1 ponds. Proposed remedies are necessary, including meaningful public comment.

5. PUBLIC ATTENDANCE AT MEETINGS:

Members of the public should be allowed to attend or observe meetings of the parties on technical issues and other day-to day decisions concerning the RMA remediation. The parties have refused the many requests by members of the public to attend such meetings. Why are the parties so dedicated to hiding their deliberations and decision making from the public?

6. SOIL TREATMENT LIMITS:

The decisions to excavate soil to only 10 feet (5 feet at South Plants) and to limit "cap" the volume of soil to be remediated were arbitrary and capricious and, therefore, illegal. They were also never open to public comment. Soil excavation and de-toxification should go as deep, and include as much, as is necessary and practicable to detoxify them.

7. DIOXIN:

The proposed Plan is not a protective remedy because it does not address dioxin. Given the types of chemical production that occurred at RMA since the 1940s, there is every reason to believe that there are high levels of dioxins at RMA. To determine the extent of dioxin levels there should be full and extensive sampling, testing, analysis, and risk assessments subject to full and meaningful public review and comment.

8. HEX PITS:

The Proposed Plan provides no specific remedy but innovative treatment and detoxification have been promised by the parties. This remedy needs extensive analysis and public discussion before a remedy is chosen, open to public review and comment. In my opinion, and the opinion of many other stakeholders, the remedy should be treatment of the contaminants using an innovative technology including a closed system thermal treatment, preferably ECOLOGIC. This is the only site at which innovative technology and detoxification were promised in response to citizen concerns and demands. We fully expect the parties to honor this promise.

9. EMERGENCY PLAN:

The Proposed Plan provides no emergency plan, excavation plan, transportation plan, or traffic plan. All are necessary and should be designed with full and meaningful public participation.

10. SOUTH PLANTS:

The South Plants Tank Farn Light Non-aqueous Phase Liquid (LNAPL) plume is not specifically mentioned in the Conceptual Agreement and the present DAA recommends no action. The July,

1993 version of the DAA proposed to extract and treat the LNAPL and, as late as January, 1995, Shell supported the proposed treatment. This issue was dropped without explanation or comment. The LNAPL constitutes principal threat waste and should be treated to reduce contaminants.

The Conceptual Remedy provides that high levels of water will be maintained in the lakes to prevent the South Plants Plume from migrating into the lakes. There is evidence that the lake water levels are not achieving hydraulic containment. The plan is flawed and not in compliance with the Conceptual Agreement.

The South Tank Farms Plume (STFP) needs a pump and treat system rather than relying on elevated lake levels. It is a ridiculous waste of water rights to attempt to use a hydraulic pressure system that is already ineffective - and it is sure to fail completely during periods of drought. This proposed remedy is not protective.

It is proposed that the South Plants soils be excavated to 5 feet but they should be excavated as deep as is necessary to remove principal threat contamination. Soils will also be excavated from the M-1 Pits and solidified, so why aren't the excavated soils from the Lime Basins not also treated? At least solidify them, especially since they are loaded with lime - a key ingredient for the D.C.R. solidification process.

ALL of the groundwater from South Plants should be pumped and treated to provide some source control of groundwater. Why allow contaminated water to flow downstream causing contaminants to spread to clean water or to seep into lower aquifers? This was previously recommended in the DAA and proposed during the SAPC negotiations, but was dropped without comment or explanation.

12. FORMER BASIN F:

The Proposed Plan recommends in-situ solidification which is an unproven technology. There is no basis for this treatment in the record and thus it is arbitrary and capricious. Performance standards have not been developed. Performance standards need to be developed, along with a contingency plan if this remedy fails. This needs to be re-evaluated and a proper record made to support the remedy, and should be open to full and meaningful public review and comment.

13. LAND DISPOSAL RESTRICTIONS (LDRS):

I have grave concerns about the application of the Corrective Action Management Unit (CAMU) rule and the Area of Contamination (AOC) concept to avoid complying with Land Disposal Restrictions (LDRs). The application of the AOC concept at RMA goes well beyond the definition of AOC in the NCP preamble. The CAMU rule is currently being challenged and is obviously illegal. It is wrong to use these machinations to avoid federal regulation and LDRs.

14. BIOTA:

There is no selected remedy, only a selected process. A remedy needs to be chosen, with full and meaningful public participation and comment.

This should be made a separate Operable Unit. Short term destruction of biota would be justified to attain long-term habitat improvement by detoxification of contaminants.

15. TRENCHES:

The Shell Trenches are extremely toxic and must be treated and detoxified. It is a relatively small site but constitutes some of the worst contamination. The proposed cap and slurry are inadequate to remedy this site and the remedy is not protective.

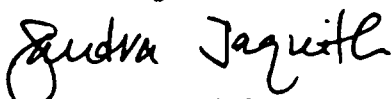
It is proposed that the Army Trenches be capped with concrete. This is absolutely inadequate. The Army Trenches contain Unexploded Ordnances (UXO) and it is *ridiculous* to leave UXO next to an international airport. A feasibility study needs to be done to remove the UXO and the soils on this site must be treated by detoxification of the high levels of contaminants.

16. LAKE SEDIMENTS:

There is no proposed remedy for lake sediments. This site needs to be made a separate Operable Unit for evaluation and development of a remedy with full and meaningful public review and comment.

In conclusion I hereby and formally request that all stakeholder comments and documents from the SAPC negotiations as well as all public comments from the public meeting held on the Proposed Plan at the Rocky Mountain Arsenal on November 18, 1995, be incorporated in written form, and in their entirety, into these public comments.

Sincerely,



Sandra Jaquith
Community CO-Chairperson
Remedial Advisory Board (RAB), Rocky Mountain Arsenal

Member of RMA, Site Specific Advisory Board (SSAB)



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Ms. Sandra Jaquith
Attorney at Law
844 Downing Street
Denver, Colorado 80218

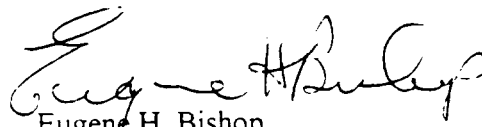
Dear Ms. Jaquith:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Enclosed are responses to your comments in the order they appeared in your letter.

If you have additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,


Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosures

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

Readiness is our Profession

U.S. ARMY RESPONSES TO COMMENTS FROM MS. SANDRA JAQUITH ON THE ROCKY MOUNTAIN ARSENAL ON-POST PROPOSED PLAN

General Comments

(Pages 1-3 of the letter)

The Army believes the public comment process for the On-Post Proposed Plan is a useful tool that can help shape and define the terms to which the parties agreed in the Agreement for a Conceptual Remedy for the Cleanup of the Rocky Mountain Arsenal (Conceptual Remedy). As you may recall, previous to the Conceptual Remedy, the parties were at a standstill and heading into litigation over the major differences seen as a basis for RMA remediation. The Conceptual Remedy, with the help of the Lieutenant Governor and an experienced mediator, helped the parties reach a conceptual agreement based on compromise without affecting the protectiveness of the selected remedy.

The Army also believes that the public has provided valuable input to the remediation process at RMA. As you are aware, the Conceptual Remedy does not contain specifics about the remediation that will soon begin. The parties are working hard to resolve the questions that remain, and the public input is important to that process. In addition, the Army has included more public participation in the selection process than what is required under the Comprehensive Environmental Response, Conservation and Liability Act (CERCLA) by encouraging any interested party to participate in the review and selection process during the past years. Many comments were reviewed and considered during the process. While no one will agree on every aspect of the Record of Decision (ROD), the Army believes that, with the help of the Parties and public, the selected remedy will be fully protective of human health and the environment.

The remediation process has been ongoing for more than 15 years and has included substantial reductions in toxicity, especially in groundwater. The Basin F Interim Response Action (IRA) treated more than 10 million gallons of highly contaminated liquids. In addition, the sludges and soils in contact with the contaminated liquid have been contained in the Basin F wastepile, which will be moved as part of the final remedy to an on-post, state-of-the-art, triple-lined cell(s) of the hazardous waste landfill. While landfills do not detoxify contaminants, they do protect people and the environment by cutting off exposure pathways.

The health effects on people and wildlife by many of the compounds produced at RMA have been studied for many years, and this information is available at the Joint Administrative Record Document Facility (JARDF). Studies have been completed by the Agency for Toxic Substances and Disease Registry (ATSDR) independently and in conjunction with the Colorado Department of Public Health and Environment (CDPHE). These studies showed no conclusive health impact on the communities surrounding RMA. Also, the final Public Health Assessment, produced by ATSDR, should be complete in the summer of 1996. The U.S. Fish and Wildlife Service (USFWS) has stated in numerous meetings that although adverse impacts have been identified in

wildlife within highly contaminated areas, the general population of wildlife is healthy based on the studies completed thus far. Other studies are continuing at RMA to more fully assess potential health impacts on wildlife.

A Medical Monitoring Program for the surrounding communities has been identified as part of the On-Post ROD to measure health effects, if any, during the remediation process.

Shell has consistently supported the remediation process in many ways. They have participated in many innovative studies (e.g., thermal desorption, enhanced soil vapor extraction, and air sparging) and have been instrumental in providing data that would support or dismiss various remediation technologies. Again, the Army reemphasizes that the Conceptual Remedy was not the product of one party dictating its agenda to the other parties. The Conceptual Remedy was a compromise for all parties involved in order to provide a fully protective, cost-effective, and implementable remedy.

During the formulation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operation and maintenance of the remedy. The Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the ROD. Principal and interest from the Trust Fund would be used to cover the costs of long-term operation and maintenance throughout the lifetime of the remedial program. These costs are estimated to be approximately \$5 million per year (in 1995 dollars).

The Parties intend that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remediation sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders and will be convened within 90 days of the signing of the ROD.

Specific Comments

1. One Operable Unit (OU)

The Army considers the definition of one On-Post OU the best approach to manage waste from different sites at RMA and to use alternatives that are more efficiently implemented on a large scale. There is no legal requirement to subdivide this site into more than one OU. The Army has, however, treated some individual contaminated sites in the IRA program.

The Army has long recognized that successful environmental restoration projects require input of interested community residents and has conducted more than 20 open houses and public meetings to enable those interested to voice their concerns.

2. Basin F Wastepile

The Army has consistently tested the wastepile liner systems and found them to be in excellent condition. The Army believes that the Basin F wastepile, in its present state, will be in good operating condition at least until such time that it is moved to the new landfill. Although the wastepile liner itself cannot be tested without potentially disturbing its integrity, an identical liner system under Pond A, which was in constant contact with Basin F liquid for seven years, was tested during its closure and was found to be in excellent condition. These data provide a strong indication that the liner system will fully contain the waste as long as it is needed.

The temperature and process for drying, which is water evaporation, is very different from the temperature required for destruction or desorption of pesticides. As has been explained in the public meetings, thermal desorption or incineration processes operated at high temperatures would be needed to vaporize and destroy the pesticides. Additionally, pesticides have low vapor pressure, very low water solubility, and are immobile; they consequently pose a low risk with regard to migration and are good candidates for containment technologies.

3. Groundwater

In response to your comment about an alternative water supply, the Proposed Plan states that the Army and Shell are committed to providing an additional 4,000 acre-feet of water to South Adams County Water and Sitation District (SACWSD). The Army and Shell have reached an Agreement in Principle, enclosed with these responses, with SACWSD that includes payment of \$48.8 million to SACWSD and requires that SACWSD water be supplied to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson Area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and

Henderson's water needs. If you have any questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

4. Boundary Systems

The boundary systems are effective with respect to all currently identified contaminants. DIMP and chloroform are treated at the RMA boundaries to levels below their respective standards. Remediation goals have been established for chloride and sulfate in concert with CDPHE and the U.S. Environmental Protection Agency (EPA). N-nitrosodimethylamine (NDMA) is currently being monitored; if this program identifies an NDMA problem, potential modifications required to achieve the remediation goals will be included in the remedial design.

5. Public Attendance at Meetings

The Army believes that it is not practical for members of the public to attend all technical and day-to-day operations meetings regarding the RMA remediation. The Army has found that smaller meetings can be more focused, where decisions and progress can be made more efficiently. However, the relevant information generated in meetings between the Parties is shared with the public in Restoration Advisory Board and Site-Specific Advisory Board meetings and via newsletters and other means (e.g., the Internet).

6. Soil Treatment Limits

The excavation depths of 10 feet (5 feet in South Plants) and the excavation volumes discussed in the Proposed Plan and incorporated into the ROD are based on the Remedial Investigation (contaminant types and concentrations in soil), the Risk Assessment (exposure pathways and risk-based contaminant limits), and the Feasibility Study (remediation criteria and selection of remedial alternatives). The Army believes these depths and volumes are appropriate in light of the extensive sampling that has been performed and the identified vertical distribution of contaminants.

7. Dioxin

Dioxin and furan sampling was undertaken by CDPHE, and the analytical results are presently being evaluated by the Biological Advisory Subcommittee (BAS). Although The Army believes that the currently identified contaminants of concern include all contaminants representing the greatest potential for risk, other contaminants may become a concern in the future (e.g., dioxin). In such an instance, the contaminant will be evaluated with respect to the remedy selected, designed, or implemented to ensure that the remedy remains protective of human health and the environment.

8. Hex Pit

Subject to the results of treatability testing and technology evaluation, an innovative thermal technology will be used to treat approximately 1,000 bank cubic yards (BCY) of principal threat material from the Hex Pits. Solidification will become the selected remedy if evaluation criteria for the innovative technology are not met. The remaining 2,300 BCY will be excavated and disposed in the on-post hazardous waste landfill.

9. Emergency Plan

Emergency plans are typically part of the post-ROD remedial design activities. The Parties and the public will be kept informed of contingency plans as they are written.

10. South Plants

The reason for the elimination of light, nonaqueous-phase liquid (LNAPL) treatment is that the extractable volume of the plume was determined to be much less than had been expected. Shell performed a pilot-scale study for removal of LNAPL over a 6-month period and was able to remove only about 50 gallons of LNAPL. They concluded that the volume of extractable LNAPL was much less than previously estimated and that efficient removal and treatment could not be achieved at that extraction rate. It appears that a significant fraction of the LNAPL is contained in the soil pores and is not mobile. Because the LNAPL is not highly mobile, it would not be classified as a "principal threat." Because the LNAPL cannot be efficiently reversed, the preferred remedy is to allow the ongoing natural attenuation to continue and to monitor the plume. The remedy, accumulation of extractable volume, and potential extraction will be reevaluated as part of the 5-year site review.

Water levels at Lake Ladora and Lower Derby Lake will be maintained to support aquatic ecosystems. The biological health of the ecosystems will continue to be monitored. Lake-level maintenance or use of other means of hydraulic contaminant or plume control will be used to prevent South Plants plumes from migrating into the lakes at concentrations exceeding Colorado Basic Standards for Groundwater at the point of discharge. Groundwater monitoring will be used to demonstrate compliance.

There is no evidence of significant migration beyond the South Tank Farm Plume boundary at this time. Migration of contaminants in this area is very slow due to the hydrogeological conditions, and contaminants appear to be attenuated by natural processes, such as biodegradation, at the edge of the plume. Samples from the deeper aquifer show no evidence of contamination. Plume movement will be further reduced through construction of soil covers over South Plants, which will result in continued lowering of the water table and reducing hydraulic gradients.

The comparative analysis for the Lime Basins indicates that the landfill alternative is more cost-effective than a solidification alternative. Disposal in the enhanced landfill is protective of human health and the environment.

11. Letter had omitted #11.

12. Former Basin F

In situ solidification was identified as a representative process option for Former Basin F during the Development and Screening of Alternatives. During the Detailed Analysis of Alternatives (DAA), solidification formed part of a remedial alternative for that site and was retained for further evaluation. During the early stages of the DAA, in situ thermal treatment (RF heating) appeared promising as an in situ technology and was tested in pilot scale at the Former Basin F site. The pilot-scale test could not demonstrate effective treatment of pesticides, so that technology was removed from further consideration and was replaced by in situ solidification. Solidification/stabilization is not considered an emerging or unproven technology by EPA. As of the end of fiscal year 1993, both in situ and ex situ solidification had been selected in numerous RODs nationwide, although solidification is not frequently used to treat organic contaminants. Necessary testing will be performed prior to implementation of the in situ solidification treatment technology to ensure that stabilization chemicals are compatible with the waste, that the products are stable, and that treatability goals can be met. If the selected process is ineffective, an alternative technology may be adopted through the ROD amendment process. In addition, during the remedial design/remedial action process, contingency plans and public involvement will be important.

13. Land Disposal Restrictions (LDR)

While it is true the Corrective Action Management Unit (CAMU) rule is currently being challenged, the EPA supports the concept, and the State of Colorado in the Colorado Hazardous Waste Management Act (CHWMA) has adopted it. EPA's goal in establishing the CAMU Rule was to "provide remedial decision makers with an added measure of flexibility in order to expedite and improve remedial decisions" while "existing closure regulations and requirements for [Resource Conservation and Recovery Act] RCRA-regulated units, which require closure to occur in a manner that is protective of human health and the environment, remain in effect." Purpose and Context of the CAMU Rule, 58 Fed. Reg. 8654 (1993) (to be codified at 40 C.F.R. Parts 260, 264, 265, 268, 270, and 271). The on-site landfill that is central to the CAMU will meet applicable CHWMA requirements.

The area of contamination (AOC) is a CERCLA concept that is used to determine whether RCRA land disposal restrictions are applicable to CERCLA response actions. The use of the AOC concept at RMA is appropriate based on applicable laws, regulations and site conditions.

14. Biota

In addition to the human health exceedance sites that will be remediated (in which biota sites will be remediated as well), large areas of low contamination level surficial soil were identified for remediation, as shown in Figure 9.3-1 of the ROD. Additional areas of surficial soil contamination known as the "Area of Dispute" (see Figure 6.2-6) are currently being monitored to evaluate whether unacceptable levels of exposure (i.e., risk) exist for the "Area of Dispute" shown on that figure. The monitoring and evaluation process detailed in the ROD will continue ongoing efforts by the BAS to identify areas that may pose risk to biota and to refine the areas to be remediated. The public will be kept informed about the Parties' findings.

15. Trenches

The selected remedies for the Shell and Army Trenches were based on a combination of criteria described in the DAA, including short-term risks during remediation and implementability. The combination of RCRA-equivalent caps and slurry walls selected for these sites will effectively interrupt exposure pathways and minimize infiltration of precipitation through remaining contaminated material. The Army believes that these remedies will prevent exposure to or migration of contamination and that they are protective of human health and the environment over the short and long term.

16. Lake Sediments

Approximately 38,000 BCY of lake sediments will be removed and placed in either the on-post hazardous waste landfill or Basin A Consolidation Area as part of the selected remedy. This action addresses the potential human health and biota risks identified to date. The USFWS will continue monitoring the lakes to evaluate the need for additional action.

Conclusion

Public meeting comments on the Steering and Policy Committee documents are available at the JARDF. The only comments included as part of the On-Post ROD are comments made by the Parties and public on the On-Post Proposed Plan. However, many of the concerns raised during public meetings are contained within the Proposed Plan comments and Responsiveness Summary of the ROD.

AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY

1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.

2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.

A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
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ON-POST ROD.

C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.

D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

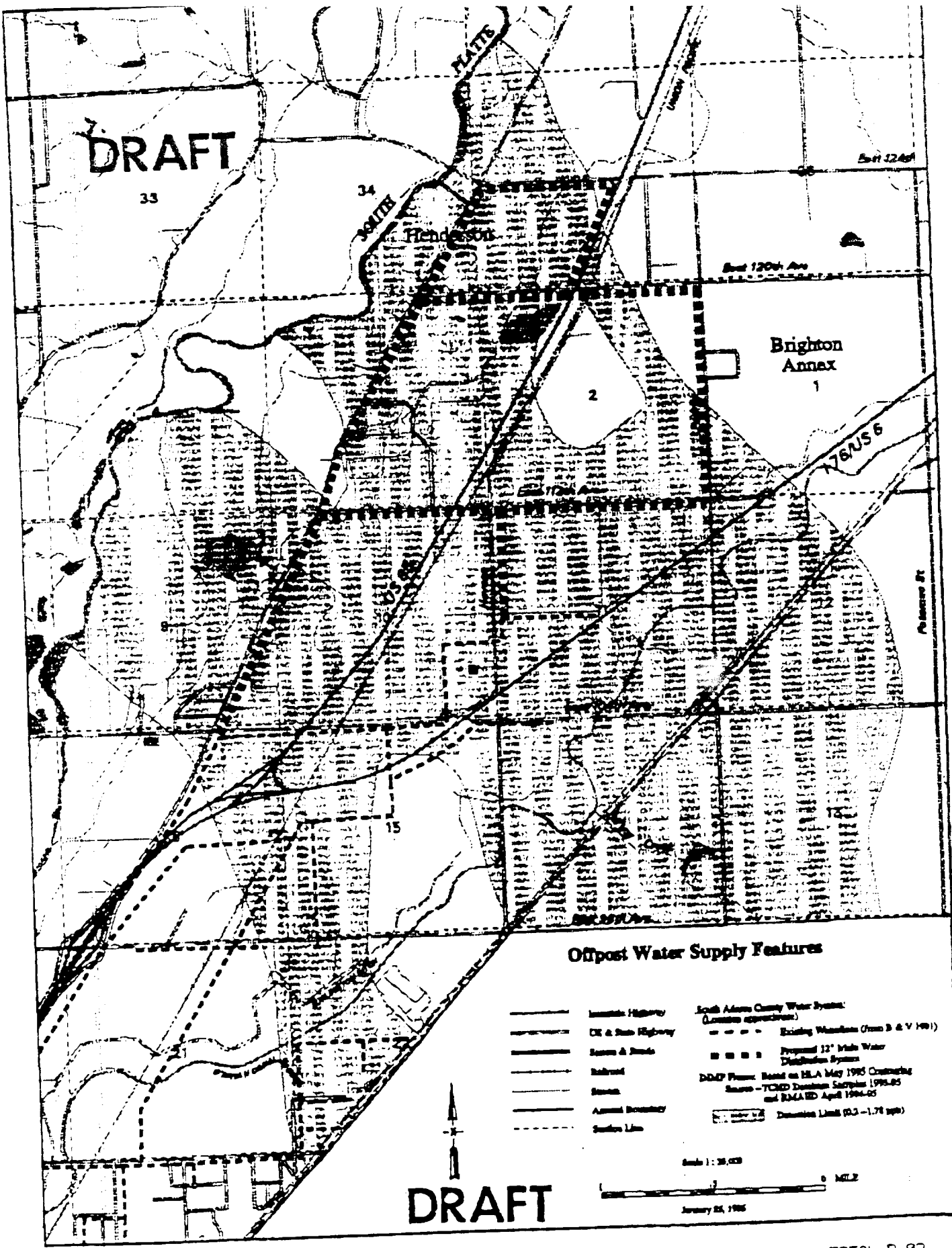
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P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

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TOTAL P.02

Shirley Jentach
3544 Dyanna Dr.
Thornton, CO 80241
Thornton resident

On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn:AMCPM-PM/Col. Eugene M. Bishop
Building 111 - RMA
Commerce City, CO 80022-1748
Dec. 15, 1995

Gentlemen,

I appreciate the opportunity to provide comment on the proposed remediation of the Arsenal.

I feel the Army and Shell should negotiate with the South Adams County Water and Sanitation District and Henderson residents to resolve replacement water and distribution lines issues. Neither Mr. James Erger of Henderson nor Mr. Larry Ford of the water district appeared satisfied with the Army and Shell's plan at the RMA Public Meeting on Nov. 18th. Peoples whose lives and livelihoods are affected should have a seat at the table where decisions mutually agreeable to all should be negotiated.

I support the establishment of a Medical Monitoring Program and a Medical Monitoring Advisory Group as described on pages 11 and 12 of the Proposed Plan for the RMA On-Post Operable Unit. It should be a timeline priority that this program and group be fully operational and adequately staffed before remedial activities begin. They should have reasonable advance notification of all remedial procedures so they can evaluate possible risks and make recommendations. The public should be allowed to have access to information on issues discussed, recommendations made, and whether or not those recommendations were acted upon. This information should be timely and easily accessible. People have a right to be assured their health is being given top priority in remediation measures.

Because of the complexity and scale of remediation at RMA, I'd prefer a review every three years rather than every five. The cycle should be tied to the announcement of the ROD. Further, every three years the ROD would be reviewed in its entirety. At the Dec. 7th RAS, I believe it was suggested that as a particular aspect was remediated, its five year review cycle would begin. This kind of piecemeal review cycle would make it extremely difficult for the public to keep updated and involved. I also believe the public's perception of what was meant by a five year review process is that the whole remediation plan is revisited every five years.

For me, confidence in preferred remediation proposals is strongly tied to the standards those proposals chose or were impelled to meet. The higher the standards, the stricter the requirements, the greater the confidence I have in the process. Without the personal technical expertise, I rely on my local government to represent my concerns in these issues. Therefore, I support standards setting and restrictions by state and county governments as those being in my best interests.

Thank you for considering these comments.
Respectfully,


Shirley M. Jentach



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80220-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Ms. Shirley M. Jentsch
3544 Dyanna Dr.
Thornton, Colorado 80241

Dear Ms. Jentsch:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

The Army and Shell Oil Company (Shell) successfully negotiated with South Adams County Water and Sanitation District (SACWSD) to arrive at an Agreement in Principle. This agreement, enclosed with this letter, includes payment of \$48.8 million to SACWSD and requires that SACWSD provide the water to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

The health effects on humans and wildlife to many of the compounds produced at RMA have been studied for many years, and this information is available at the Joint Administrative Record Document Facility (JARDF). Studies have been completed by the Agency for Toxic Substances and Disease Registry (ATSDR) independently and in conjunction with the Colorado Department of Public Health and Environment (CDPHE). These studies showed no conclusive health impact on the communities surrounding RMA. The final Public Health Assessment, produced by ATSDR, will be complete in the summer of 1996. The U.S. Fish and Wildlife Service (USFWS) has stated in numerous meetings that although adverse impacts have been identified in wildlife within highly contaminated areas, the general population of wildlife is healthy based on the studies completed thus far. Also, other studies are continuing at RMA to more fully assess any health potential impacts on wildlife.

A Medical Monitoring Program for the surrounding communities has also been identified as part of the Proposed Plan to measure health effects, if any, during the remediation. The primary goals of the Medical Monitoring Program are to monitor any off-post impact on human due to

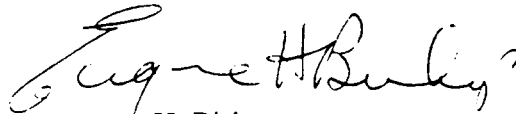
Readiness is our Profession

health the RMA remediation. This Program will continue until the soil remediation is completed. A Medical Monitoring Advisory Group has been established to evaluate specific issues covered by the Medical Monitoring Program. The Group is composed of representatives of the Army, Shell, the U.S. Environmental Protection Agency (EPA), CDPHE, Tri-County Health Department, ATSDR, the USFWS, Denver Health and Hospitals, and the Site-Specific Advisory Board. The Group also includes community representatives from the cities of Commerce City, Henderson, Denver, Montbello, and Green Valley Ranch. If you would like more information on the Medical Monitoring Program or wish to participate as part of the Medical Monitoring Advisory Group, please call Ms. Mary Seawell of the CDPHE at 303-692-3327.

Five-year site reviews are intended to evaluate whether the response action remains protective of humans and the environment. Statutory five year reviews are required no less often than each five years after the initiation of remedial action. The Army appreciates your comment that a piecemeal review process would be undesirable. The Army intends each periodic review to be performed on the site remedy as a whole.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene H. Bishop".

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosure

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY

1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.

2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.

A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
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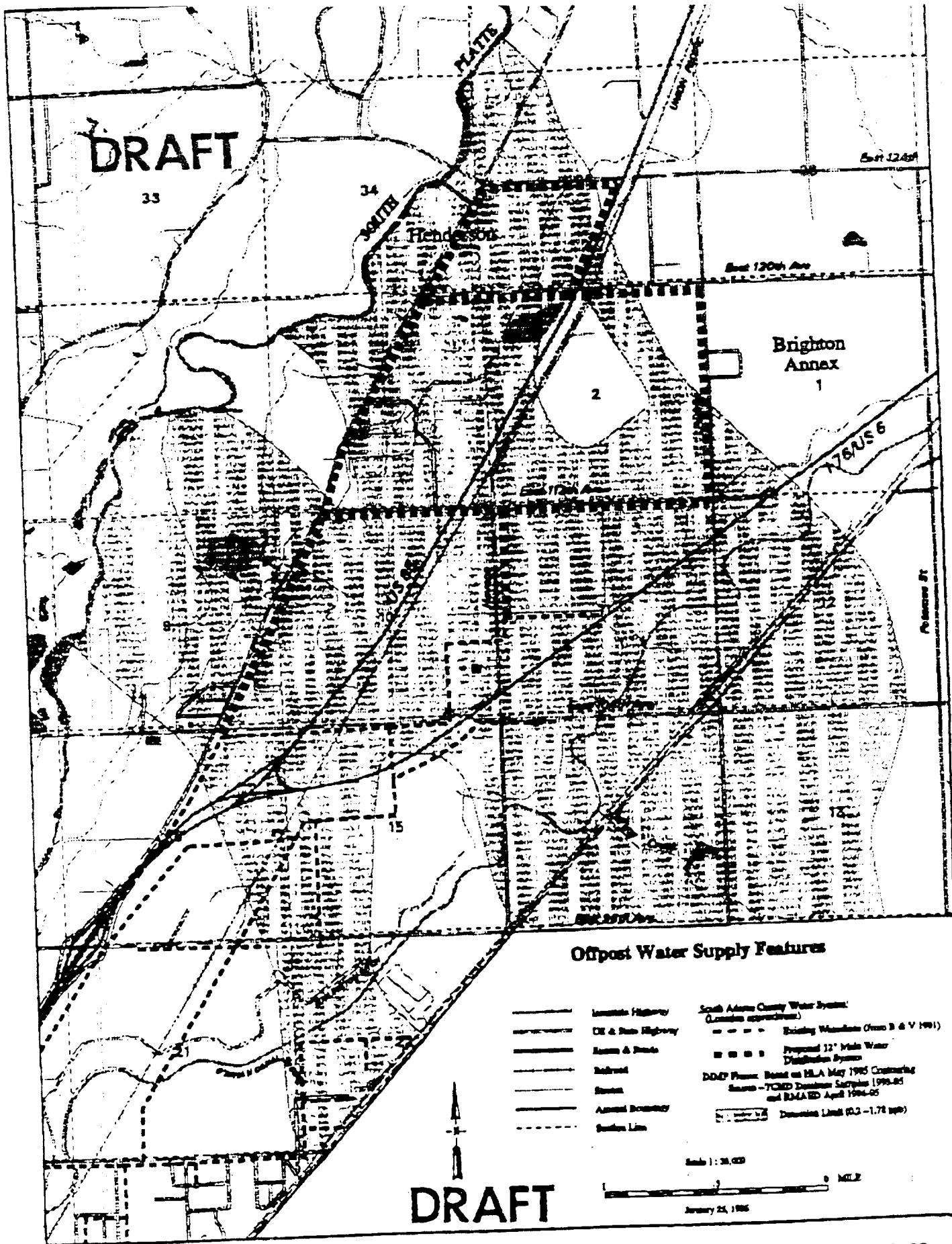
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TOTAL P.02

recd 18 Jan 96

JOAN JOHNSON
State Senator
7951 York #3
Denver, Colorado 80229
Capitol: 866-4865
Home: 288-9237

Senate Chamber
State of Colorado
Denver

COMMITTEES:
Member of:
Agriculture, Natural
Resources and Energy
Appropriations
Capital Development
State, Veterans and
Military Affairs

January 17, 1995

On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn: AMCPM-PM/
Col. Bishop
Building 111-RMA
Commerce City, CO 80022-1748

Dear Col. Bishop:

The proposed draft Record of Decision for clean-up activities at the Rocky Mountain Arsenal proposes on site disposal of non-hazardous waste, without the normal facility construction requirements, such as liners, etc., for such waste disposal. Additionally, the Record of Decision fails to specifically include a commitment to follow the normal process required for the siting of a non-hazardous waste landfill facility.

While it is understandable that off site disposal of hazardous waste material is probably not feasible for political, cost and practical reasons, why would any non-hazardous waste material be left on site without fully complying with all normal landfill design and construction requirements? As there are reasonable off site alternatives, this material should be disposed off site, if possible.

If non-hazardous waste material is to be disposed of on site, then it should either be placed in the hazardous waste landfill facility that will be constructed on site, or in a separate non-hazardous waste on site facility permitted in accordance with the Solid Waste Act requirements of the State of Colorado.

The requirements of such an on site non-hazardous waste facility should not be less than would be required for all other facilities in Colorado. This includes the required public notice, hearings, etc., by Adams County, the affected local government.

At a minimum, the Record of Decision should include the commitment to study the relative comparative costs and benefits of on site versus off site disposal. This study should include allowing the public to fully participate in the making of the on site versus off site decision and should be completed prior to any decision being made in this area.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, reading "Joan M. Johnson". The signature is fluid and elegant, with the first letters of each word being capitalized and prominent.

Joan M. Johnson
State Senator



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCIAL CITY, COLORADO 80222-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

The Honorable Joan Johnson
State Senator
7951 York #3
Denver, Colorado 80229

Dear Senator Johnson:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is a important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Your letter proposes either offsite disposal of nonhazardous materials or construction of an on-site, nonhazardous waste facility in compliance with the Resource Conservation and Recovery Act. The Army understands your concern that this material be disposal properly and believes that the approach of placing the material under the Basin A cover will adequately immobilize any contaminants and provide a cost-effective method for disposal of nonhazardous materials. In addition, a large volume of fill material will be required to construct the Basin A Consolidation Area, and the RMA nonhazardous material will satisfy that need. Furthermore, by using this nonhazardous material onsite, there will be no negative impact from a very large number of trucks moving through the surrounding community. Cost for fill material is also minimized. Therefore, the Army chose to keep the nonhazardous material onsite to be used as fill material for the Basin A Consolidation Area.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

Eugene H. Bishop
Colonel, U S Army
Program Manager

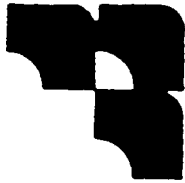
Readiness is our Profession

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748



MetroNorth
Chamber of Commerce
11990 N. Grant Street, Ste. 218
Denver, Colorado 80233-1122
(303) 450-0335
Fax 450-2610

Handwritten: 24 Nov 95

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**ROCKY MOUNTAIN ARSENAL WATER SUPPLY
RESOLUTION**

BE IT RESOLVED that the Board of Directors of the MetroNorth Chamber of Commerce hereby supports the efforts of the Northern Community Coalition, the South Adams County Water and Sanitation District and the community of Henderson, Colorado, in their efforts to secure adequate water supplies.

The water supplies should not be limited to the 4,000 acre feet identified in the Conceptual Agreement for cleanup of the Rocky Mountain Arsenal. Rather, the supplies should be of high quality, and adequate quantity to address the contamination problems of both the South Adams County Water and Sanitation District and the affected community of Henderson.

The parties and affected communities should agree upon an acceptable amount of water. That agreement should not be delayed but should be resolved and included in the final decision on the Arsenal cleanup.

PASSED and adopted this 22nd day of November, 1995.

Signed Diane J. Schmidt
Diane J. Schmidt, Chair of the Board



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80220-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Ms. Diane J. Schmidt
MetroNorth Chamber of Commerce
11990 N. Grant St., Suite 218
Denver, Colorado 80233-1122

Dear Ms. Schmidt:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

The Army believes that an adequate amount of high-quality water will be provided to the affected communities. The Army and Shell Oil Company have reached an Agreement in Principle, enclosed with this letter, with the South Adams County Water and Sanitation District (SACWSD) that includes payment of \$48.8 million to SACWSD and requires SACWSD to supply water to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

Eugene H. Bishop
Colonel, U. S. Army
Program Manager

Enclosure

Readiness is our Profession

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY

1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.

2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.

A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.

B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
SYSTEM) WILL BE COMPLETED BY THE 24TH MONTH AFTER THE INITIAL
PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.

C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.

D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

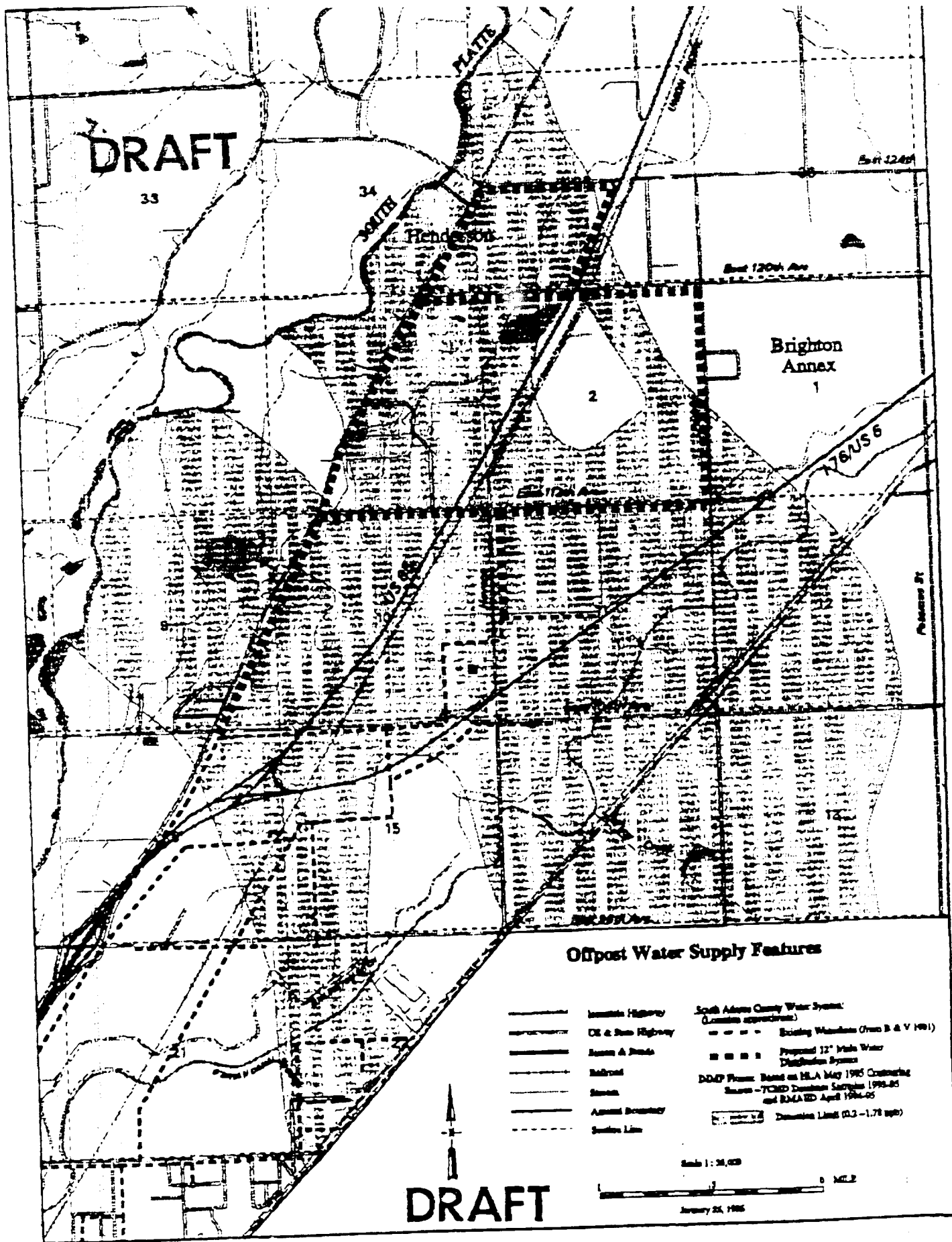
O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96



TOTAL P.02

rec'd 22 Jan 96

Dan Mulqueen
1422 S. York
Denver CO 80210

January 18, 1996

Proposed Plan Comments
Program Manager for Rocky Mountain Arsenal
Attn: Col. Bishop
Building 111-Rma
Commerce City, CO 80022-2180

Col. Bishop,

Thank you for the opportunity to comment on the Onsite Plan. The amount of time allowed for Public Comment is not adequate to fully express my concerns and questions regarding the Plan as presented, but due to the Army's reluctance to further extend this period, my comments are submitted on this date.

In the interest of conservation and economy, I request that all of your documents be printed on both sides. Recently, the Army distributed the Off-Post ROD in this format, but the majority of information for public review remains one sided and is bulky and wasteful.

I object to the preeminent role of Shell Oil Company in the decision making at the Arsenal. Shell's reputation and continuing world wide activities are well documented, and Army deference to Shell and their position are an embarrassment. The Federal Facilities Agreement was the appropriate venue to protect the taxpayer, when financial liabilities were established, not at the point of clean-up. I object that in many instances this FFA is relied upon to excuse compliance with NCP, CERCLA, and other laws in which the citizens seek protection.

The influence of this 20% payer on issues such as the cost of innovative treatment on a minute area (Hex Pits) has apparently caused the Army to back off on your pledge to the citizens as part of the Agreement on the Conceptual Remedy. I would also like an explanation for why Shell has not signed the Off-Post ROD. I object to the fact that citizens concerned for their communities and the environmental legacy passed to the children, must so often struggle against Shell, their contractors, lobbyists and lawyers, to have our voices heard at the Army's table.

I object to the adherence to the Agreement on the Conceptual Remedy as a Pre-selection of Remedy, proscribed by Congress in 42 USC 9617. As a participant Stakeholder in the SAPC negotiations, I do not believe citizen concerns were included in the Agreement except peripherally, and that the Parties signatory may not make every effort to enforce the components of greatest concern to the citizens, specifically: components 10 D, 17, 18 [Water must be provided, not simply a piping system], 19, 24[to include Dioxins and Furans], 25 [NDMA detection levels are too high, (reporting levels must be below human health exceedence and are known to be commercially available from Southwest in San Antonio, Texas)], 27[include Dioxins and Furans especially in the USFWS biomonitoring programs and SFS/risk assessment process], and 28[to add DIMP].

Citizen concerns expressed prior to but not addressed in this Agreement include: Dioxin and Furan sampling, preference for on-site treatment and applications of innovative and leading edge technologies, the cessation of public tours promoting the Refuge until remediation is complete, in-situ treatment of the South Plains Tank Farm Plume, and an emergency plan for the nearby communities more comprehensive than reliance on the "buffer" zone. Have these concerns been documented and where? Will these concerns as presented in the SAPC process be addressed and how?

The Agreement is incomplete in that it does not contain a Inter-Agency Agreement with the State of Colorado. If this Document is to follow, the citizens would request notification as well as the opportunity to provide their concerns and comments during the formation of such an agreement. We understand that this is a vital tool for keeping the project on track as well as maintaining accountability and generating public trust.

While all citizens support the provision of replacement water to residents affected by Arsenal contamination, I strongly object to the fact that citizen demands for treatment of wastes has been traded for this water. I refer specifically to statements contained in the transcript of the Public Meeting, Nov. 18, 1995, by Larry Ford and others, that less clean-up was accepted in exchange for an immediate source of pristine water. Based on this, if the replacement water is not acceptable to the community does the decision on remediation become reopened? These issues should be addressed in terms of Federal policies and guidances pertaining to Environmental Justice, and Certification of Adherence to these principals should be provided by each Federal Party.

I object to the use of the State CAMU authorization to sidestep RCRA Land Disposal Restrictions. We know that the EPA is now in the process of ending that Regulation effective early in 1997, and that the state CAMU will be less stringent and thus inappropriate then. To the public this seems to be the single driving force behind the insistence to sign the ROD during the summer of this year.

I object to the designation of the entire contaminated area of the Arsenal as a single AOC for purposes of application of LDRs. It is a stretch of the imagination that the area described is "contiguous" or "discreet", when there is endless variety in contaminants, their sources, and large areas of non-contaminated soil between them. Your designation ignores EPA guidance contained in the Superfund LDR Guide 5, as well as OSWER Directive 9347.3-08FS, which states that landfill siting must be protective of groundwater. The Basin A area, in which you plan to heap principal threat wastes, has a depth to groundwater of 0 feet in places.

While the De-Watering scheme may work here, it is speculative and requires a contingency plan to be included due to the unproven nature of this action as a permanent remedy. A contingency plan must also be developed in regards to the Hydraulic Containment of the South Plant Plumes [keeping the lakes full]. This proposal is unproved and speculative and should not go forward as a stand alone permanent remedy alternative to treatment. In this case both extraction and bioremediation have been proposed in past plans for the South Plant Plumes, and been determined feasible. The ROD should contain these contingencies.

page3

Is it the Army's intent to use the CAMU and/or AOC designations to avoid sampling and characterization of wastes prior to moving soils and structures? If this is the case, conflicts seem to occur with Worker Safety ARARS {29 CFR 1910.120[b] to [j], and others}, as well as with Land Use/Deed Restrictions(40 CFR 264.119 and 6CCR 1007-3, section 264.119} which requires exactly these types of characterizations. Although we may have traded off treatment of wastes at the Arsenal, it was never intended that sampling would not occur. It was our understanding that this sampling would be complete and comprehensive, including quantification and characterization of all detected compounds and elements, whether on the COC list, or not. This action is very important to the future generations who will assume the burden we will have left buried, as clearly stated in the Principals for Environmental Cleanup of Federal Facilities [EPA].

The Structures Volume VI Report shows that not all buildings have been sampled and that often sampling was not complete for all contaminants. This report does not depict the levels of specific contaminants found, sampled for, methods, or detection levels. This makes the information incomplete and mostly unusable as the basis for comment.

The selection of sites and tests appears haphazard, for example, administration and infirmary areas were sampled relatively extensively while some process areas, warehouses and loading areas show no sampling whatsoever. Please explain this and the fact that the structures inventory does not agree at all times with the structures figures and maps provided in this volume. For example, structure 311, does not appear on maps. Further this building served as a storage area for Shell and has been rumored to have held "secret" projects and drums of 2.4.D. The sampling of this structure revealed contamination which lends credence to these stories, but there seems to be no follow through.

Again sampling and screening must be for all analytes not just for those targeted, because of the gaps in the historical record and the high likelihood of the existence of previously unknown and/or unexpected contaminants. Complete sampling should enhance the design parameters, thus increase confidence in the permanence of the remedy.

All no-action sites which were characterized using detection limits higher than action level need to be re-characterized using appropriate detection limits before these sites or buildings are excluded from clean up. This is particularly in regard to: Dioxins and Furans, NDMA, Dieldren[.002ppb] and elemental and agent compounds. Given the history of Chlorine Plant wastes introduced into First Creek, via the Sand Creek Lateral, and it being widely accepted that this activity spawn Dioxins when graphite electrodes are used, soils and sediments associated with SCL and First Creek must be sampled for these compounds and appropriate remediation instituted.

Over the past several years many citizens have requested information about, and sampling for, Dioxins and Furans on the Arsenal. These requests have been rebuffed until this summer when the State agreed to send some archival soil and animal tissues for testing. The results are positive and confirm citizen concern regarding the presence of these dangerous chemicals on the Arsenal. A separate Operable Unit must be performed to include these and other missed or inadequately characterized contaminants.

page4

I object to the use of Land Use Restriction to close pathways of exposure on the Arsenal. This is contrary to mandate in the NCP which states that institutional controls shall not substitute for active response measures as the sole remedy, unless such active measures are determined to be not practicable. Under the Plan, unlined Basin A will receive additional quantities of principal threat and the ground water impacted is considered for some pump and treat, but pathway abatement is accomplished with a prohibition on the use of this water for potable use. ~~This will not eliminate exposure by inhalation of vapors, or biota exposure from utilization for non-potable use.~~

Also the NCP ~~mandates the use of 10-6 as the point of departure for EPA~~ guidance has ~~overridden~~ this requirement based on land uses as a wildlife refuge. ~~The~~ point of departure now is functionally 10-4. If this questionable interpretation is challenged or overturned subsequently [as the CAMU regulation is being now] the entire arsenal will have to be remediated.

The danger of miserly characterization and discounting generally held standards is that in time the ultimate costs will far outweigh the short term savings. Levels of remediation are lessened due to the Refuge designation. If cleanup is not adequate to support wildlife at very low cost, the Refuge fails and that land use becomes defunct. Under the law, non-productive Refuges may be transferred for development, and development pressure for this area is certainly going to be great. At that point a future generation will grapple with the decision to complete the cleanup or to assume the risks. The polluter's only hedge in this scenario is to hope for the highest degree of natural attenuation. This is an unacceptable position for the Army given the public trust and your announced commitment to "Cleanup" the Rocky Mountain Arsenal. Further there will be little attenuation of elemental contaminants such as mercury, arsenic, or asbestos, and any degradation of the significant quantity of organics will be at least matched by the recombination into other dangerous and exotic compounds.

I object to the Army's failure to include the following Colorado Laws as ARARS: The State Wildlife Act, C.R.S. 33-1-101 to 33-1-121; Wildlife Enforcement and Penalties Provisions, C.R.S. 33-6-101 to 33-6-130; and Wildlife Commission Regulations, 2 CCR 406-0 & 406-8. Because some Army decisions and actions may result in the killing or wounding of Colorado game and non-game animals, the Army should be accountable and adhere to the laws and penalties of the State willingly.

I finally must object to the plan for three areas which bring the magnitude of the problems into brutal focus. These are; The Shell Trenches, The Complex Trenches, and The Central Processing Unit. All three areas contain extremely dangerous contamination that may or may not be fully characterized, and which will remain in place and untreated forever, under this plan. Even assuming there will be no further spread into the environment and no exposure results, it is very discouraging that this is the best solution we might achieve here. I would hope that the Army and other parties will reflect on the explanation to be offered to future generations as to why this was the very best we could do here. I know that no justification for this legacy has been presented for future generations but I feel strongly that this should be clearly and prominently presented within the Final ROD.

Sincerely,
Dan Mulqueen



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. Daniel Mulqueen
1422 S. York
Denver, Colorado 80210

Dear Mr. Mulqueen:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the Army and the public.

Responses to your specific comments are provided in the enclosure.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosures

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

Readiness is our Profession

RESPONSES TO COMMENTS BY MR. DANIEL MULQUEEN ON THE ROCKY MOUNTAIN ARSENAL ON-POST PROPOSED PLAN

For ease of comparing this response to your letter, the following responses reference the applicable page and paragraph number of your letter.

Page 1, first paragraph: The Army extended the public comment period by 30 days in an attempt to balance the concerns of those who wanted more time to comment and those who wanted no more delays to the Record of Decision (ROD).

Page 1, second paragraph: As you noted with the two-sided page format of the Off-Post ROD, the Army is also interested in conservation and economy and will publish the On-Post ROD in the same format.

Page 1, third paragraph: Shell Oil Company's (Shell) role in the RMA remediation, technically and financially, has been determined through the Army/Shell Settlement Agreement as well as the RMA Federal Facility Agreement (FFA), which are both binding legal agreements and which are both consistent with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). Shell has consistently supported the remediation process in many ways. They have participated in many innovative studies (e.g., thermal desorption, enhanced soil vapor extraction, air sparging) and have been instrumental in providing data that would support or dismiss a particular remediation technology. The Army believes that Shell's technical expertise has been a valuable asset to the On-Post Remedial Investigation/Feasibility Study (RI/FS) process.

Page 1, fourth paragraph, first sentence: The Army is committed to the remedy outlined in the Agreement for a Conceptual Remedy for the Cleanup of the Rocky Mountain Arsenal (Conceptual Agreement). Subject to the results of treatability testing and technology evaluation, the Parties have agreed that 1,000 bank cubic yards (BCY) of principal threat material from the Hex Pit will be treated by an innovative thermal technology. The remaining 2,300 BCY of principal threat material will be excavated and disposed in the on-post hazardous waste landfill. Solidification will become the selected remedy if evaluation criteria for the innovative thermal technology are not met.

Page 1, fourth paragraph, second sentence: Shell has not signed the Off-Post ROD for two reasons. First, the Army is the lead agency and has the responsibility to carry out the remedy agreed upon in the ROD. It is not necessary for Shell to sign the ROD as a responsible party to the remediation. Second, Shell is bound by the Army/Shell Settlement Agreement and the FFA, as described above, and those legal documents provide the requirements Shell must meet.

Page 1, last paragraph: The Army is interested in public comments and concerns and has made substantial effort to hear those concerns through the Restoration Advisory Board, the Site-

Specific Advisory Board, and stakeholder meetings, and also through avenues of public comment such as the comments on the On-Post Proposed Plan. The Army has conducted more than 20 open houses and public meetings to enable those interested to voice their concerns. The public expressed concerns about many innovative technologies during the public process. Many participants preferred proven technologies and minimal disturbance of the site; however, some participants indicated preference for innovative technologies.

In response to your comment about an alternative water supply, the Army and Shell have reached an Agreement in Principle, enclosed with these responses, with South Adams County Water and Sanitation District (SACWSD) that requires that SACWSD supply water to consenting drinking water well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The Army hopes that the community will work with SACWSD in obtaining an acceptable water supply. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646.

N-nitrosodimethylamine (NDMA) studies are underway, and lowering the analytical detection limit is required by the Conceptual Agreement, which was signed June 13, 1995. The Army continues to work with its laboratory on the NDMA issue. Dioxin and furan sampling was undertaken by the Colorado Department of Public Health and Environment (CDPHE), and these results are currently being evaluated by the Biological Advisory Subcommittee (BAS).

Page 2, first paragraph: Please see the response to **Page 1, last paragraph** regarding dioxin and furan sampling. Public concerns were definitely considered in the development of alternatives. The concerns about the short-term impacts of excavation and treatment were evaluated against the potential long-term effects of containing the waste in place. There also was significant public concern about thermal processes such as incineration because of potential emissions. The Army believes the most protective remedy is one that minimizes the short-term risks of exposure to workers and the community because soil-borne contaminants are left in place and not excavated and exposed to the environment.

RMA tours will continue during the cleanup process, but will not be conducted in affected areas. The safety of visitors will be ensured through limited access and monitoring.

The Army assumes your comment regarding in situ treatment of the South Tank Farm Plume is a request for treatment. There is no evidence of significant migration of the South Tank Farm Plume beyond its plume boundaries. Migration of contaminants in this area is extremely slow due to the hydrogeological conditions, and contaminants appear to be attenuated by natural processes including biodegradation, at the edge of the plume. Samples from the deeper aquifer show no evidence of contamination. Plume movement will be reduced further by covering the South Plant.

area, which will result in lowering of the water table and reducing hydraulic gradients. Continued plume monitoring will provide design refinement/design characterization support for the final remedy.

An emergency plan is typically part of the post-ROD remedial activities. The Parties and the public will be kept informed of contingency plans as they are written.

Page 2, second paragraph: The Army believes the public comment process for the On-Post Proposed Plan is a useful tool that can help shape and define the details of the Conceptual Agreement. As you may recall, prior to signing the Conceptual Agreement, the Parties were at a standstill and heading toward litigation over the major differences seen as a basis for remediation of RMA. The Conceptual Agreement, with the help of the Colorado Lieutenant Governor and an experienced mediator, helped the Parties reach an agreement based on compromise without affecting the protectiveness of the selected remedy. An interagency agreement was not necessary because the state was a signatory to the Conceptual Agreement.

The Army also believes that the public has provided valuable input to the selection of a remedy for RMA. As you are aware, the Conceptual Agreement does not contain specifics about the remediation that will soon begin. The Parties are working hard to resolve the many questions that remain, and the public has an important role in that process. In addition, the Army has included more public participation in the selection process than what is required under CERCLA by encouraging everyone to participate in the review and selection process during the past years. Many public comments were reviewed and considered during the process. While no one will agree on every aspect of the Conceptual Agreement, the Army believes that, with the help of the Parties and the public, the remedy will be fully protective of human health and the environment.

Page 2, third paragraph: The Army believes the supplemental water supply will be an extra layer of protection to people north of RMA in the unlikely event that all the caps, liners, and multiple groundwater treatment systems were to fail. In addition, many citizens were opposed to the treatment technologies that were proven to treat the multi-faceted wastes in some areas on RMA. The Army believes the selected remedy is fully protective of human health and the environment. The Army believes the selected remedy, including the provision of a water source, is consistent with the policies and guidelines pertaining to environmental justice.

Page 2, fourth paragraph: U.S. Environmental Protection Agency (EPA) goal in establishing the Corrective Action Management Unit (CAMU) Rule, which was adopted by the State of Colorado in the Colorado Hazardous Waste Management Act (CHWMA), was to "provide remedial decision makers with an added measure of flexibility in order to expedite and improve remedial decisions" while "existing closure regulations and requirements for [Resource Conservation and Recovery Act] RCRA-regulated units, which require closure to occur in a manner that is protective of human health and the environment, remain in effect." Purpose and Context of the CAMU Rule, 58 Fed. Reg. 8659 (1993) (to be codified at 40 C.F.R. Parts 260, 264, 265, 268, 270, and 271). The onsite landfill that is central to the CAMU will meet applicable CHWMA

landfill siting, construction, monitoring and closure requirements. The area of contamination (AOC) is a CERCLA concept that is used to determine whether RCRA land disposal restrictions (LDR) are applicable to a CERCLA response action.

Page 2, fifth paragraph: The extent of the AOC at RMA was based on the boundary of the area within which EPA estimated there might be some risk to biota, primarily due to the presence of dieldrin in surface soils in a contiguous area. The on-post hazardous waste landfill was sited according to CHWMA criteria, as described in the CAMU Designation Document and its appendices. Basin A will not receive soil defined as principal threat soil or human health exceedance soil; it will only receive soil with contaminant levels below human health criteria and structural demolition debris to be used as fill.

Page 2, last paragraph: The Army assumes that your comment about dewatering refers to the passive dewatering of the South Plants Central Processing Area and Basin A after soil covers are constructed at those locations. Groundwater monitoring will continue in order to evaluate the effectiveness of the selected remedy, including the capping and passive dewatering. Studies are currently ongoing to address potential needs for additional action in the lakes area. It should be noted that contaminants in the two areas are different. Please see also the response to your comment on **Page 2, first paragraph**.

Page 3, first paragraph: The soil, water, structures, air, and biota have been extensively sampled at RMA during the course of the RI/FS and have been sufficiently characterized to implement the selected remedy. Additional contingency sampling is part of the selected remedy and will be used if needed.

Page 3, second and third paragraphs: Representative structures were selected for sampling and analysis to represent the worst case conditions. Section 2.4 of the Structures Volume of the Detailed Analysis of Alternatives (DAA) provides a summary of structure material sampling and references other documents for further detail. Historical data on structure use is sufficient to classify individual structures according to past use and potential future use. Analytical results from structure material sampling indicate low concentrations of contaminants and support the conclusion that structure contamination does not pose a hazard to human health or the environment. Major and minor structures are represented on the DAA plates, including Building 311, which appears on Plate 1.2-1 in Section 2 of the South Plants insert. Building 311 began service as a cafeteria, and was later used for storage of soil cores. Samples taken in and around the structure do not indicate the presence of significant levels of contamination. The preferred alternative for this structure is demolition and disposal in the Basin A Consolidation Area.

Page 3, fourth through sixth paragraphs: The current list of structures analytes is derived from the Remedial Investigation/Feasibility Study (RI/FS), which included a much longer list of analytes. The fact that detection limits change during a program as extensive as RMA's is unavoidable. The Army recognizes that some of the risk-based remediation goals are below analytical detection limits. This fact is not unique to RMA, and that is why the term Practical

Quantitation Limit (PQL) has been established. A PQL is used as the remediation goal until the risk-based standard can be achieved by a laboratory. As stated in the response to your comment at **Page 1, last paragraph**, programs are ongoing to evaluate NDMA, dioxin, and furan at RMA. In the event other contaminants not included as contaminants of concern are identified as a concern (e.g., dioxin) during or after design or implementation, an evaluation will be conducted as required by CERCLA guidance (OSWER Directive 9355.3-02) to ensure that the remedial action is protective of human health and the environment. At a minimum, evaluations will be part of the 5-year site review. There is no scientific support for your claim that dioxins were generated by the processes at the Chlorine Plant and subsequently introduced into the Sand Creek Lateral and First Creek.

Page 4, first paragraph: Institutional controls will not be used as a sole remedy at RMA. The use of institutional controls, such as deed restrictions and land use restrictions to supplement engineering controls for long-term management, is consistent with the NCP, the FFA, and the RMA National Wildlife Refuge Act of 1992. As stated in the response to your comment on **Page 2, fifth paragraph**, Basin A will not receive soil or structural material for fill that exceeds principal threat or human health exceedance criteria. The Basin A cover will reduce infiltration and naturally lower the water table, thereby reducing contaminant leaching from the area.

Consumption of groundwater or surface water on-post will be restricted by institutional controls in accordance with the FFA. The Integrated Endangerment Assessment/Risk Characterization (IEA/RC) considered both human inhalation of vapors and biota exposure from use of nonpotable water. To assess vapor inhalation, groundwater was considered as a potential source (in addition to soil) because it may have contributed to the concentration of vapors in the soil column. The ecological risk characterization assessed risk to biota from exposure to surface water from the lakes (exposure to groundwater is not anticipated).

Page 4, second paragraph: Following EPA guidance, 10^{-4} is the action criterion below which media do not generally need to be treated at any site, regardless of future use. Once treatment was required due to risk, 10^{-6} was used as the point of departure for evaluating the effectiveness of the treatment technologies. The Army believes the selected remedy will be protective of human health and the environment; this protectiveness includes the wildlife residing or foraging at the Refuge.

Page 4, third paragraph: Please see the response to your comment at **Page 4, second paragraph**, regarding protection of wildlife. Regarding mercury, arsenic, and asbestos, all three were considered in the DAA and in the IEA/RC. All human health and biota exposures to mercury and arsenic are addressed through landfilling or containment. Asbestos abatement is ongoing.

Page 4, fourth paragraph: The Parties disagree on whether the substantive portions of the Colorado Wildlife Enforcement and Penalties Provisions (C.R.S. 33-1-101 et seq. And C.R.S. 33-6-101 et seq.) and Wildlife Commission Regulations (2 CCR 406-8) are applicable or relevant.

and appropriate requirements (ARARs). The U.S. Fish and Wildlife Service in cooperation with the Colorado Department of Natural Resources has agreed to advise the Army, as the lead agency, with respect to the substance of state wildlife laws and regulations, to ensure that, where indicated, such state laws and regulations are taken into account in connection with the implementation of the selected remedy to the extent they are not inconsistent with federal laws and regulations. The Parties each reserve all rights with respect to their respective legal and jurisdictional arguments relating to whether the above-cited state laws and regulations relative to wildlife should be treated ARARs. The On-Post Location-specific ARARs include the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd et. seq.) that prohibits the taking or possessing of any animal or nest or egg within a National Wildlife Refuge, as well as the use of a Refuge for that purpose, except by people authorized to manage the site or unless the activities are allowed at the site. While not considered to be ARARs, the provisions of the Endangered Species Act, the Migratory Bird Treaty Act, and the Bald and Golden Eagle Protection Act apply to RMA. As additional protection, Section 44.2(b) of the FFA specifically prohibits the use of RMA groundwater or surface water for potable use, and Section 44.2(c) specifically prohibits consumption of all fish and game taken at RMA. The RMA National Wildlife Refuge Act of 1992 also contains these restrictions. FFA Section 44.4 gives the United States the additional authority to impose and enforce additional restrictions as necessary for the protection of human health and the environment.

Page 4, last paragraph: The Army believes that the Complex Trenches, Shell Trenches, and the South Plants Central Processing Area have been adequately characterized in the RI. The areas do have high levels of contamination, and the Army considered this fact in selecting the appropriate remedy for those areas. The Army believes that the selected remedy will be protective of humans and the environment.

AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY

1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.

2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.

A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.

B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
SYSTEM) WILL BE COMPLETED BY THE 24TH MONTH AFTER THE INITIAL
PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.

C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.

D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

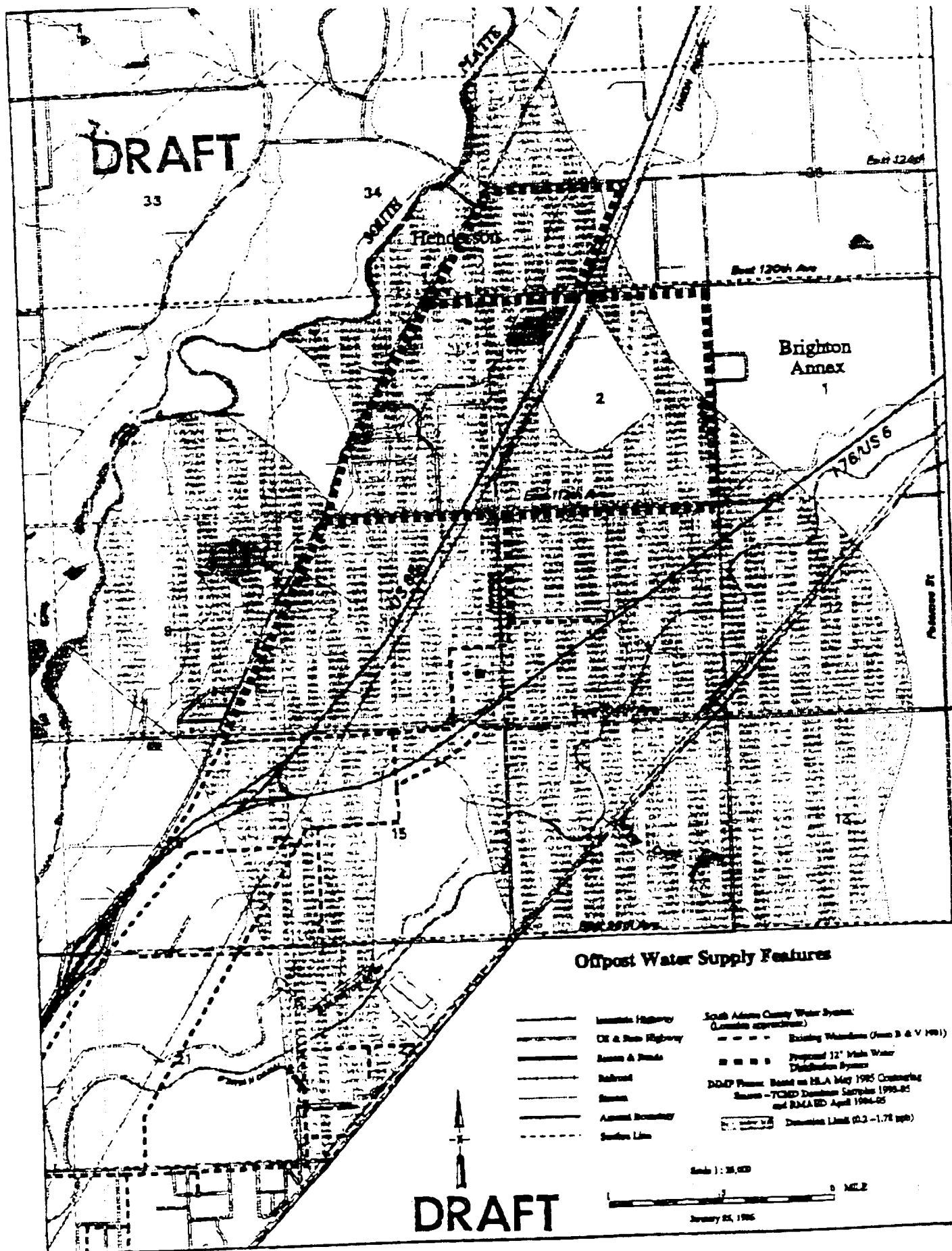
O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96



TOTAL P.02

State Representative
ALICE NICHOL
891 East 71st Avenue
Denver, Colorado 80229
Home: (303) 287-7742
Capitol: (303) 866-2931



COLORADO
HOUSE OF REPRESENTATIVES

STATE CAPITOL
DENVER
80203

rec'd 18 Jan 96

Member:
Local Government Committee
Transportation and Energy
Committee

January 15, 1996

On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn: AMCPM-PM
Col. Eugene Bishop
Building 111-RMA
Commerce City, CO 80022-1748

Dear Col. Bishop:

The Proposed Plan and Conceptual Agreement on clean-up activities appears to envision disposing of most, if not all, of the non-hazardous waste on the Rocky Mountain Arsenal without the normal landfill liner requirements for such waste disposal. If non-hazardous waste material is to be disposed of on site, then the appropriate approval process, as well as siting and design standards as would be required of any private company for a non-hazardous landfill facility, should be followed. The same rules that would apply to any private company in landfill siting and construction, should also apply to the Army.

In fact, it is preferable that the Army dispose of all non-hazardous waste material from the Rocky Mountain Arsenal in a properly permitted, designed, and constructed off-site non-hazardous waste landfill. The amount of waste material left on site of the Rocky Mountain Arsenal after clean up activities are completed should be minimized. especially if it can be shown that an off site landfill alternative is more cost efficient than siting, permitting, constructing, and operating an on-site properly designed and constructed non-hazardous landfill. Given the tremendous overhead expenses that would be associated with any on site facility, it is hard to see how any off site facility wouldn't be more cost effective.

In summary, on site disposal of non-hazardous waste from clean-up activities at the Rocky Mountain Arsenal should only be allowed if it is cost effective, and if shown to be cost affective, only if the disposal facility on site is properly sited, permitted, designed and constructed in accordance with all applicable laws and other requirements. The alternative of utilizing of an off site non-hazardous waste landfill should be seriously considered, and at the very least, the

proposed Record of Decision should incorporate a commitment to perform a study of comparative costs and benefits of on site versus off site disposal alternatives, before any final decision is made in this regard.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alice Nichol".

Alice Nichol
State Representative

AN/jw



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80220-745



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

The Honorable Alice Nichol
State Representative
891 E. 71st Avenue
Denver, Colorado 80229

Dear Representative Nichol:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

Your letter proposes either off-site disposal of nonhazardous materials or construction of an onsite, nonhazardous waste facility in compliance with the Resource Conservation and Recovery Act. The Army understands your concern that this material be disposed properly and believes that the approach of placing the material under the Basin A cover will adequately immobilize any contaminants and provide a cost-effective method for disposal of nonhazardous materials. In addition, a large volume of fill material will be required to construct the Basin A Consolidation Area, and the RMA nonhazardous material will satisfy that need. Furthermore, by consolidating nonhazardous material onsite, there will be no negative impact from a large number of trucks moving through the surrounding community. Cost for fill material is also minimized. Therefore, the Army chose to keep the nonhazardous material onsite to be used as fill material for the Basin A Consolidation Area.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Readiness is our Profession

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748

Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202

Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

November 14, 1995

**On Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Atten: AMCPM-PM
Col. Eugene H. Bishop
Building 111 - RMA
Commerce City, Colorado 80022-1748**

Critique on PPRMA On Post Operable Unit

1. The PPRMA should be published in two distinct parts: Part A, Historical Record retained in the libraries as listed on page 4 (Park Hill Library also has the only final detailed analysis of Alternatives report on file as of this date) and Part 2, a portable record coordinated with the historical record.

Part 1 would be the official document which would eventually become the Record of Decision (ROD). Part 2 would be a series of base maps at 1:24000 scale which would be visual displays of the problems areas (soils, structures and water) coordinated with Part 1 in every decision. These maps would be portable for exhibit and discussion at all public or parties meetings.

2. It is strongly suggested that the discussion under Range of Developed Alternatives, Incorporation of the Conceptual Remedy on Pages 11 and 12 of the Plan and the summary on Page 17 should be carefully heeded by the parties.

3. The implementation of items 1 and 2 would suggest a joint meeting with the parties and other interested groups or persons to emphasis the need to arrive at the best public understanding of the plan.

4. With specific reference to a possible trust fund (see enclosed correspondence), a little research (by a naive layman) indicates some interesting facets of the financial aspects of the RMA cleanup. The trust fund would be supported by an original appropriation of 250 Million dollars held in escrow for 10 years at 6% producing \$197,750 million. Two years hence the next


appropriation of \$125 million would be made at 6% for 10 years et cetera. This schedule at the end of 9 years would appear as follows:

Years	Capital (appropriation)	Int. @ 6%/10/years	End of 10 year period
1	250,000,000	197,750,000	2006
3	125,000,000	98,875,000	2009
5	125,000,000	98,875,000	2011
7	125,000,000	98,875,000	2013
9	<u>125,000,000</u>	98,875,000	2015
Capital	750,000,000	593,250,000	
Int. Through 2015	<u>593,250,000</u>		
Money Avail.	1,343,250,000	at the end of 2015	
Already spent	<u>750,000,000</u>		
	2,093,250,000		

Please notice that at the beginning of discussion under item 4 I mentioned escrow. The scheme would not be effective in the present fiscal year. The Army has been assured of its appropriations for this fiscal year. This situation would hopefully give a public private partnership an opportunity to bolster the trust fund with individual or corporate tax exempt donations. This would give the general public a direct chance to rehabilitate the environment we need to protect for our survival (and politicians). See comment plan item 4.1-3.

The fiscal control of trust fund should be overseen by General Accounting Office as an independent unbiased government agency.

5. Will this opportunity affect the time schedule for the ROD adversely?

Sincerely,

 Waldo G. Smith, P.E.
 SSAB, RAB
 Enclosures



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
INSTALLATIONS LOGISTICS AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON DC 20310-0110



October 18, 1995

2...
ITEM 4.1

Mr. Dennis Gallagher
Councilman, District One
Room 451, City and County Building
Denver, Colorado 80202

Dear Councilman Gallagher:

I would like to thank you and Mr. Smith for your letter of August 29, 1995, to President Clinton concerning the trust fund provision in the Agreement for A Conceptual Remedy for the Cleanup of Rocky Mountain Arsenal.

The Army is very proud of the Agreement reached on the cleanup of Rocky Mountain Arsenal and we appreciate your interest in the matter. As you know, the trust fund is one part of a multi-part agreement representing the cooperative efforts of many parties, public and private alike.

Pursuant to the Agreement, the Army will commit its good faith, best effort towards the establishment of the trust fund. As indicated in the Agreement, establishment of the fund will require special Congressional legislation and the Army is subject to certain restrictions with respect to legislative proposals. The Army is committed to fulfilling its responsibility under the Agreement in accordance with those restrictions.

Thank you again for the letter. Your enthusiasm for the trust fund and the cleanup agreement is appreciated. I welcome your continued participation in the process to clean up the Rocky Mountain Arsenal.

Sincerely,


Raymond J. Fatz

Acting Deputy Assistant Secretary of the Army
(Environment, Safety and Occupational Health)
OASA(I,L&E)



- ✶ advisory group will be convened within the next 180 days. Any health assessments completed by CDPHE and ATSDR will be formally reviewed by the Parties prior to issuance to the Medical Monitoring Advisory Group or the public.
- o The primary goals of the Medical Monitoring Plan are to monitor any off-post impact on human health due to the remediation and provide mechanisms for evaluation of health status on an individual and community basis, until such time as the soil remedy is completed.

19. Trust Fund

- o The Parties commit to good faith best efforts to establish a trust fund for the operations and maintenance of the remedy, including habitat and surficial soils. The Parties recognize, however, that establishment of such a trust fund requires special legislation and there are restrictions on the actions federal agencies can take with respect to proposing legislation and supporting proposed legislation. The funding amount will be determined in the Final DAA and would be funded by the U.S. Army and Shell Oil Company.

20. Criteria for Shutting Down Groundwater Boundary and Off-post Containment Systems

- o Existing wells within the boundary and off-post containment systems (BCS) can be removed from production when concentrations of constituents detected in the well are less than applicable or relevant and appropriate requirements (ARARs) established in the ROD and/or it can be demonstrated that discontinuing operation of a well would not jeopardize the containment objective of the systems. The containment objective of the systems will be outlined in the ROD. Wells removed from production and monitoring wells up-gradient and down-gradient of the BCS will be monitored quarterly for a period of five years to determine if contaminants reappear, except those wells turned off for hydraulic purposes will not be subject to the quarterly monitoring requirements. BCS extraction wells removed from production for water quality reasons will be placed back into production if contaminant concentrations exceed ARARs established in the ROD. Wells with concentrations less than ARARs established in the ROD can remain in production if additional hydraulic control is required.

21. Criteria for Shutting Down Internal Containment Systems (ICS)

- o Existing wells within the internal containment systems (ICS) can be removed from production when concentrations of constituents detected in the wells are less than

August 25, 1995

CONFIDENTIAL
ITEM 43

North Denver Community Center
3627 W. 32nd Avenue
Denver, CO 80211

Honorable William Jefferson Clinton
President of the United States
Washington, D.C. 20500

Dear Mr. President:

The attached letter of August 4, 1995 is indeed encouraging. Just maybe, we are witnessing democracy in action.

With reference to change, the accommodation to an innovative trust fund for the RMA cleanup would assuredly have interesting political repercussions. This action could serve as a demonstration of public private partnership all the way through government to the grass roots.

Specifically I visualize at least three important advantages of this concept:

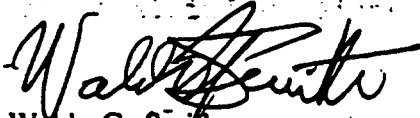
1. The elimination or at least a reasonable reduction in the yearly political hassle over appropriations for this purpose.
2. The process should be designed in such a manner so as to accommodate to an eventual rollover into O and M for the ultimate project: National Wildlife Refuge.
3. The development of a public private concern for the environment necessary to our economic security.

Item 3 above suggests that a simple short understandable platform for politicians could be: "We stand for a public private partnership to sustain the national security, the national economy and the national environment with liberty, life and happiness for the good of the U.S.A." (Paraphrase of the Declaration of Independence).

Sincerely,



Dennis J. Gallagher
Councilman 1st District
Denver County



Waldo G. Smith
Aide to Councilman Gallagher

Enclosures

✓cc: Raymond J. Fatz, Acting Deputy Asst. Sec. Army

9532402-1/1-C

DENVER AND THE WEST

ITEM 5

Arsenal seeks water supply

by Renate Robey
Denver Post Staff Writer

AURORA — The Rocky Mountain Arsenal wants to take over Fitzsimons Army Medical Center's water rights when the post closes due to defense cuts.

The arrangement won't cover drinking water for post residents or the hospital but could pertain to water from the High Line Canal that is now being used to irrigate about 50 acres of farmland near Fitzsimons' East Colfax Avenue gate. The land is planted in alfalfa.

Arsenal officials want to use the water to help clean up contamination at the site where Shell Oil Co. once manufactured pesticides and the U.S. Army made chemical weapons.

Arsenal officials have asked the Army for its rights to 525 acre feet of water. An acre foot provides enough water to supply a family of four for a year, or more than 25,000 gallons.

Officials to bid on Fitzsimons' rights to help cleanup toxic land

Fitzsimons gets its drinking water from the Denver Water Board. Although the post is entirely within the boundaries of Aurora, when it opened in 1918 the city didn't have enough water to supply the post. As Fitzsimons is redeveloped for civilian use, the new users will rely on Aurora's municipal water supply.

The arsenal is one of three federal agencies interested in taking over parts of Fitzsimons. Federal agencies get priority when deciding what to do with surplus property.

The Air Force has asked the Army for about 125 acres of land at the 577-acre post, including military housing and other buildings. The Department of Veterans Af-

fairs has asked the Army for the main hospital and other related buildings. All three agencies have until the end of November to detail their plans for the site. Then the Army must decide who gets the site and the water rights.

The arsenal would use the water to replant some areas with prairie grasses after contaminated soil is dug up and removed.

There are also several lakes at the arsenal which need to be kept full as part of the cleanup efforts, and the Fitzsimons water would help do that. Maj. Garry Brewer, chief counsel for the arsenal, said it will need about 3,000 acre feet of water and doesn't have nearly that much.

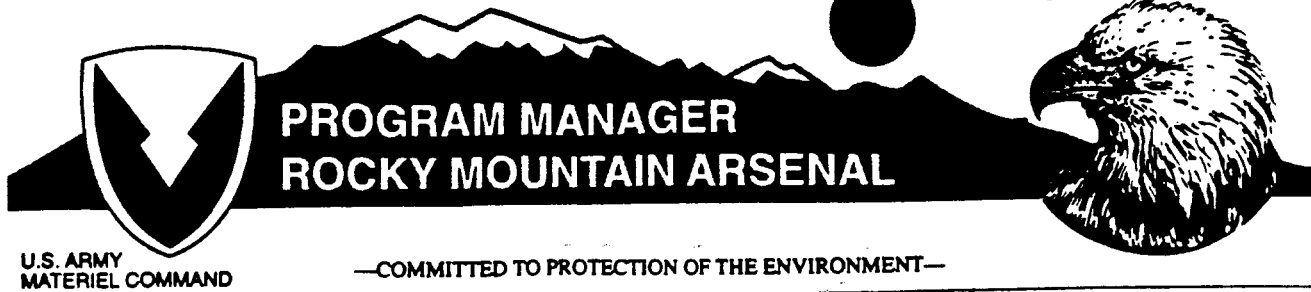
The arsenal wouldn't have to pay for Fitzsimons' water rights, Brewer said. The arsenal would simply take water from a different point in the canal than Fitzsimons does.

But farmer Raymond Hanson's alfalfa fields would pay the price. Hanson has farmed the area for hay for his livestock for 15 years. The practice is common on military bases with vacant sections that can be farmed or grazed.

Hanson, an Aurora rancher, has been farming surplus military land for decades. He started farming at the former Lowry Air Force Base in 1973. Since that base has closed, and Fitzsimons is on the way out, his future is in question. Hanson also lost another 1,500-acre chunk of hay-producing land because of development around Denver International Airport.

"It's a big disappointment," said Hanson. "Living this close to the city, it's a way of life."

COMMENT PLAN
R 4, 11, 12, 17



Proposed Plan *for the* Rocky Mountain Arsenal On-Post Operable Unit

■ Citizen's Summary

What is the purpose of this report?

The purpose of this Proposed Plan is to identify the U.S. Department of the Army's (Army's) preferred remedial alternatives¹ for contaminated water, structures, and soil at Rocky Mountain Arsenal so that the public can participate in the alternative selection process. The Arsenal is located in southern Adams County, Colorado, north of Denver.

The Army is submitting this Proposed Plan to the public in recognition of

the importance of public involvement in the environmental restoration of the Arsenal. Its submittal is consistent with Section 117(a) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). Both CERCLA and the NCP require the investigation and remediation of contamination that poses a potential threat to human health and the environment. Documents that detail such investigations at the Arsenal are listed on pages 3 and 4.

Table of Contents

Citizen's	1	Summary
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Site	4	Background
Assessment of	7	Site Risks
Summary of	9	the Feasibility Study Process
Water	12	Feasibility Study
Structures	12	Feasibility Study
Soil	13	Feasibility Study
Summary	17	
Glossary	29	

Mark Your Calendar: Opportunities for Public Involvement

Public Meeting

Saturday
November 18, 1995

Location

Rocky Mountain Arsenal
Building 111-A
Commerce City, CO 80022

Time

9:00 a.m.

Administrative Record Location

Rocky Mountain Arsenal
Building 135, Room 16
72nd Avenue and Quebec Street
Commerce City, CO 80022

Hours

Monday, Wednesday, and Friday
Noon to 4:30 p.m.
Tuesday and Thursday
5 p.m. to 9 p.m.
Saturday
10 a.m. to 4 p.m.

Telephone

Phone: (303) 289-0136
(800) 862-0754

Public Comment Period

October 16 through
December 15, 1995

Send Comments to

On-Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Attn.: AMCPM-PM/
Col. Eugene H. Bishop
Building 111—RMA
Commerce City, CO 80022-1748

¹ Items shown in bold print are included in the glossary on page 29.

complete than the others. In addition, most of the highly contaminated soil is excavated and moved, which involves a higher short-term risk to workers and the surrounding community.

Sitewide Alternative 4 is preferred because it is more effective in the long term than Sitewide Alternatives 1, 2, or 3 in reducing, through treatment, the toxicity and mobility of some of the most contaminated soil, and is more cost effective and implementable than Sitewide Alternative 5. In this instance, the short-term risks of excavation and transport are balanced by the long-term effectiveness and the moderate cost of the alternative. This results in an overall effectiveness that is greater than that of the other alternatives. In addition, this alternative remediates risks to wildlife in the central sections of the Arsenal. The Supplemental Field Study and USFWS biomonitoring program address potential risks to wildlife outside this area. The preferred soil alternative is highlighted on Table 10 (page 25) and shown on Figure 4 (page 27).

ronment by using a combination of treatment and containment as principal elements to permanently reduce the toxicity, mobility, and volume of contaminants in structures, soil, and groundwater; (2) comply with ARARs; and (3) be cost effective.

■ Summary

The preferred alternatives rank highest with respect to the criteria used to evaluate the alternatives and they are consistent with the NCP and the statutory requirements of CERCLA. In addition, the preferred alternatives are required to be reviewed every 5 years with regard to their protectiveness of human health and the environment and compliance with applicable regulations and continued on-post monitoring programs. Areas requiring long-term operation and maintenance (see page 11, Range of Developed Alternatives) consistent with the preferred alternatives are shown in Figure 5 (page 28). On the basis of the available information, the Army concludes that the preferred alternatives would (1) address the threats to human health and the envi-

Monitoring

Recd 18 Dec 95

December 14, 1995

**Waldo G. Smith, P.E.
3627 W. 32nd Avenue
Denver, Colorado 80211**

**On Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal
Atten: AMCPM-PM
Col. Eugene H. Bishop
Building 111 - RMA
Commerce City, Colorado 80022-1748**

Critique on PPRMA On Post Operable Unit

1. The PPRMA should be published in two distinct parts: Part 1, Historical Record retained in the libraries as listed on page 4 (Park Hill Library also has the only final detailed analysis of Alternatives report on file as of this date) and Part 2, a portable record coordinated with the historical record.

Part 1 would be the official document which would eventually become the Record of Decision (ROD). Part 2 would be a series of base maps at 1:24000 scale which would be visual displays of the problems areas (soils, structures and water) coordinated with Part 1 in every decision. These maps would be portable for exhibit and discussion at all public or parties meetings.

2. It is strongly suggested that the discussion under Range of Developed Alternatives, Incorporation of the Conceptual Remedy on Pages 11 and 12 of the Plan and the summary on Page 17 should be carefully heeded by the parties.

3. The implementation of items 1 and 2 would suggest a joint meeting with the parties and other interested groups or persons to emphasis the need to arrive at the best public understanding of the plan.

4. Discussion of a trust fund to support the financial funding for the RMA clean-up brings up complications which invite closer investigation by the Treasury Department and the General Accounting Office in cooperation with the parties and other groups. Frankly, there could develop a situation which demanded a new accounting system to accommodate to the trust fund as ordinarily conceived as well as the present pay as you go shaky appropriations

system.

Any scheme would not be effective in the present fiscal year. The Army has been given appropriations for fiscal year 1995-96 (so I understand) in this situation would hopefully give public private partnership an opportunity to develop a trust with corporate or individual tax exempt donations. To avoid conflicting methods of disbursement of funds, the appropriations would continue to support O & M operations within the RMA clean-up; the revenue generated by trust fund (interest only) would only meet unforeseen contingencies which could stall the clean-up final completion in yr. 2008.

This accommodation to appropriations and trust fund should guarantee (provided political maneuvering is not condoned) that the O & M operations of the RMA clean-up will meet the deadline of 2008 A.D.

The fiscal control of the trust fund should be overseen by the GAO as an independent on bias government agency.

5. *Does this opportunity (R2B 11/15/95 attached) affect the time schedule for ROD adversely?*

Sincerely,



Waldo G. Smith, P.E.

SSAB, RAB

Enclosures



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
INSTALLATIONS LOGISTICS AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON DC 20310-0110



October 18, 1995

2...
ITEM 4.1

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Thank you again for the letter. Your enthusiasm for the trust fund and the cleanup agreement is appreciated. I welcome your continued participation in the process to clean up the Rocky Mountain Arsenal.

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Acting Deputy Assistant Secretary of the Army
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August 25, 1995

CONFIDENTIAL
ITEM 43

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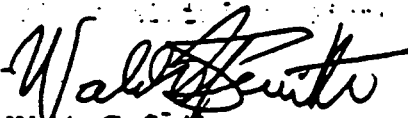
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Dennis J. Gallagher
Councilman 1st District
Denver County



Waldo G. Smith
Aide to Councilman Gallagher

Enclosures

✓cc: Raymond J. Fatz, Acting Deputy Asst. Sec. Army

9532402-1/1-C

DENVER AND THE WEST

ITEM 5

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by Renate Robey

Denver Post Staff Writer

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U.S. GOVERNMENT MANUAL

441 C Street NW., Washington, DC 20548

Comptroller General of the United States
Deputy Comptroller General of the United States

CHARLES A. BOWSER
(VACANCY)

Special Assistant to the Comptroller General
Assistant Comptroller General for Planning
and Reporting

JAMES F. HINCHMAN
J. DEXTER PEACH

Assistant Comptroller General for Operations
Assistant Comptroller General for Policy
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Information Management and
Communications

F. KEVIN BOLAND

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Security and International Affairs
Division

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Assistant Comptroller General, Resources,
Community, and Economic
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KEITH O. FUZZ

Assistant Comptroller General, Accounting
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Assistant Comptroller General, Program
Evaluation and Methodology Division
General Counsel

TERRY E. MEDLOCK

General Counsel
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Director, Office of Congressional Relations
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Development

M. THOMAS HAGENSTAD
HOWARD N. JOHNSON

Director, General Services and Controller
Director, Office of Internal Evaluation
Director, Office of International Audit
Organization Liaison

JOSEPH L. DWYER, JR.
FRANCIS GARCIA
PETER V. ALPERT

Director, Personnel

PATRICIA M. ROOGERS

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Director, Office of Public Affairs

PAUL L. JONES

Director, Office of Public Affairs

CLEVE E. COMBETT

Director, Office of Recruitment

FRANCES GARDA

Director, Office of Special Investigations

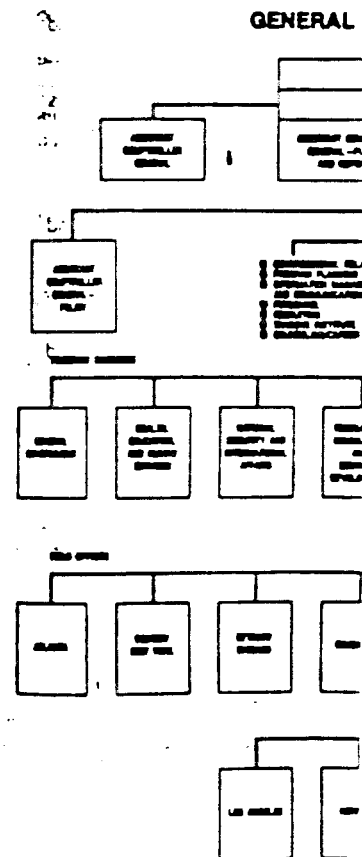
RICHARD STONER

Director, Training Institute

ANNE K. KLEIN

air, Personnel Appeals Board

NANCY A. McBRIDE



The General Accounting Office is the investigative arm of the Congress and is charged with examining all matters relating to the receipt and disbursement of public funds.

The General Accounting Office (GAO) was established by the Budget and Accounting Act of 1921 (31 U.S.C. 702), to independently audit Government agencies. Over the years, the Congress has expanded GAO's audit authority, added new responsibilities and duties, and strengthened GAO's ability to perform independently.

The Office is under the control and direction of the Comptroller General of the United States, who is appointed by the President with the advice and consent of the Senate for a term of 15 years.

Activities

Audits and Evaluations Supporting the Congress is GAO's fundamental responsibility. In meeting this objective, GAO performs a variety of services, the most prominent of which are audits and evaluations of Government programs and activities. The majority of these reviews are made in response to specific congressional requests. The Office is required to perform work requested by committee chairpersons and, as a matter of policy, assigns equal status to requests from Ranking Minority Members. GAO also responds to individual Member requests, as possible. Other assignments are initiated pursuant to standing commitments to congressional committees, and some reviews are specifically required by law. Finally, some assignments are independently undertaken in accordance with GAO's basic legislative responsibilities.

The ability to review practically any Government function requires a multidisciplinary staff able to conduct assignments wherever needed. GAO's staff has expertise in a variety of disciplines—accounting, law, public and business administration, economics, the social and physical sciences, and others.

The Office is organized so that staff members concentrate on specific subject areas, enabling them to develop a detailed level of knowledge. When an

assignment requires specialized experience not available within GAO, outside experts assist the permanent staff. GAO's staff goes wherever necessary on assignments, working onsite to gather data, test transactions, and observe firsthand how Government programs and activities are carried out.

Accounting and Information Management Policy The Office ensures that the Congress has available for its use current, accurate, and complete financial management data. To do this, GAO:

- prescribes accounting principles and standards for the executive branch;

- advises other Federal agencies on fiscal and related policies and procedures; and

- prescribes standards for auditing and evaluating Government programs.

In addition, the Comptroller General, the Secretary of the Treasury, and the Director of the Office of Management and Budget develop standardized information and data processing systems. This includes standard terminology, definitions, classifications, and codes for fiscal, budgetary, and program-related data and information.

Legal Services The Office provides various legal services to the Congress. In response to inquiries from committees and Members, the Comptroller General provides advice on legal issues involving Government programs and activities. GAO is also available to assist in drafting legislation and reviewing legislative proposals before the Congress. In addition, GAO reviews and reports to the Congress on proposed rescissions and deferrals of Government funds.

Other legal services include resolving bid protests that challenge Government contract awards, assisting Government agencies in interpreting the laws governing the expenditure of public funds, and adjudicating claims for and against the Government.

In addition, GAO's staff of trained investigators conducts special

investigations and assists auditors and evaluators when they encounter possible criminal and civil misconduct. When warranted, GAO refers the results of investigations to the Department of Justice and other law enforcement authorities.

Reporting Authorities The Office of a range of products to communicate results of its work. The type of product depends on the assignment's objectives and the needs of the intended user. Product types include testimony, oral briefings, and written reports. Virtually all of GAO's reports are available to the public.

A list of GAO reports issued or released during the previous month is furnished monthly to the Congress.

For further information, contact the Office of Washington, DC 20548. Phone: 202-512-44

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GOVERNMENT PRINTING OFFICE

North Capitol and H Streets NW., Wash.
Phone: 202-512-0000

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Director, Labor and Employee

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Department

Manager, Quality Control and

Department

Administrative Law Judge

General Counsel

Inspector General

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DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80022-1748



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. Waldo Smith
North Denver Community Center
3627 W. 32nd Avenue
Denver, Colorado 80211

Dear Mr. Smith:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation in the process helps maintain the dialogue between the U.S. Army and the public.

In response to your query about dividing the On-Post Plan into two sections, the On-Post Record of Decision (ROD) format follows U.S. Environmental Protection Agency (EPA) guidelines and the format of the Off-Post ROD, and so no changes will be made to the layout of the document.

The Army agrees with you that the proposed remediation alternative should be carefully followed and that all parties should communicate effectively to arrive at the best possible public understanding of the plan. The Army is proud of its success in cooperating with the State of Colorado, Shell Oil Company, the EPA, the U.S. Fish and Wildlife Service, and local stakeholders to arrive at a ROD to remediate RMA, and looks forward to working with stakeholders as the remediation process extends into the future.

During the formulation and selection of the remedy, members of the public and some local governmental organizations expressed keen interest in the creation of a Trust Fund, as you do in your comment, to help ensure the long-term operation and maintenance of the remedy. The Parties have committed to good-faith best efforts to establish such a Trust Fund, as described in the On-Post ROD. Principal and interest from the Trust Fund would be used to cover the costs of long-term operation and maintenance throughout the lifetime of the remedial program. These costs are estimated to be approximately \$5 million per year (in 1995 dollars).

It is the intent of the Parties that if the Trust Fund is created it will include a statement containing the reasons for the creation of the Trust Fund, a time frame for establishing and funding the Trust Fund, and an appropriate means to manage and disburse money from the Trust Fund. The Parties are also examining possible options that may be adapted from trust funds involving federal funds that exist at other remedial sites. The Parties recognize that establishing a Trust Fund may require special congressional legislation and that there are restrictions on the

Readiness is our Profession

actions federal agencies can take with respect to such legislation. Because of the uncertainty of possible legislative requirements and other options, the precise terms of the Trust Fund cannot now be stated.

A Trust Fund group will be formed to develop a strategy to establish the Trust Fund. The strategy group may include representatives of the Parties (subject to restrictions on federal agency participation), local governments, affected communities, and other interested stakeholders and will be convened within 90 days of the signing of the ROD.

According to the U. S. Government Manual, "The General Accounting Office [GAO] is charged with examining all matters relating to the receipt and disbursement of public funds." The existence of a Trust Fund containing government funds and the use of such a fund is subject to GAO audit. Fiscal control of such a fund is not considered to be within GAO's delegated authority.

The Army intends to stay on the current schedule for the ROD so that the RMA remediation can go forward.

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,



Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Copies Furnished:

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Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

On Post Proposed Plan Comments
Program manager
Rocky Mountain Arsenal (RMA)
Attn: AMCPM-PM/Col. Eugene H. Bishop
Building 111-RMA
Commerce City, Colorado 80022-1748

December 12, 1995

Re: Proposed Plan for the RMA; On Post Operable Unit

To all to whom this may come to affect or may concern as stakeholders of the Rocky Mountain Arsenal, Denver, Colorado:

In May of 1974, diisopropylmethylphosphonate (DIMP) and dicyclopentadiene (DCPD) were detected in the surface water at the northern boundry of the RMA. Later that year the Colorado Department of Health (CDH) detected DIMP in a well north of the RMA. As a result, the CDH issued a cease and desist order directing the RMA to immediately stop the off-post discharge of DIMP and DCPD in surface and subsurface water.

In 1989, the Environmental Protection Agency issued a human Health Advisory for DIMP in drinking water of 600 parts per billion (ppb). Pursuant to a CDH request of the COLORADO WATER QUALITY CONTROL COMMISSION (1991), the Commission elected to adopt the CDH proposed DIMP standard of 8 ppb.

Finally, pursuant to the AGREEMENT FOR A CONCEPTUAL REMEDY FOR THE CLEANUP OF THE ROCKY MOUNTAIN ARSENAL, dated June 13, 1995, the parties agreed as follows:

- o As of the date of the On Post Record of Decision (ROD), and based on a .392 ppb detection limit, the U.S. Army will use the last available quarterly monitoring results to determine the DIMP plume footprint.
- o The U.S. Army and Shell Oil Company will pay for the extension of, and hook-up to the current distribution system for all existing well owners within the DIMP plume footprint referenced above.
- o Existing domestic well owners outside the DIMP plume footprint as of the date of the On Post ROD where it is later determined that levels of DIMP are 8 ppb or greater will be hooked up at the U.S. Army and Shell Oil Company's expense to the South Adams County Water and Sanitation District (SACWSD) distribution system or provided a deep well or other permanent solution.
- o The U.S. Army and Shell Oil Company agree to pay for, and provide or arrange for the provision of 4,000 acre feet of water, the details of which will be worked out between the U.S. Army, Shell Oil Company and SACWSD.

On September 7, 1995, I learned that the intention of the U.S. Army and Shell Oil Company, with respect to the referenced agreement provisions above intend as follows:

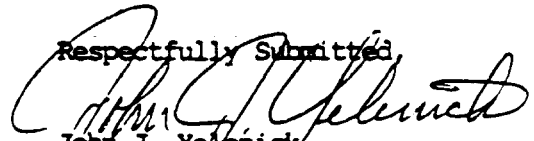
- o The Platt River will be designated as the northern-most perimeter for remediation of groundwater despite the fact that DIMP contamination has crossed north of the Platt River;
- o The distribution system hookup for "all existing well owners" within the DIMP plume footprint is actually intended only for domestic well owners. The hookup provision does not consider or restrict other forms of exposure to contaminated groundwater.

Pursuant to the FEDERAL FACILITY AGREEMENT, pg. 12, Groundwater means water in a saturated zone or stratum beneath the surface of land or water (Note: No differentiation between irrigation and drinking water). Page 5 paragraph 2.7 also affirms that "Groundwater and surface water flowing beyond the Arsenal boundaries will be of a quality that is protective of human health and the environment".

Given the extensive exposure to DIMP, wherein the quantitative exposure limitations have changed from 600 ppb in 1989 to 0.392 ppb in 1995 for neighboring households, I urge that the language of "hook-up to the current distribution system for all existing well owners within the DIMP plume footprint be strictly adhered to -- without limitation to the respective well use permit disclosure.

o The provision of 4,000 acre feet of replacement water will not be enough, in quantity, to mitigate the SACWSD loss of 4,300 acre feet of shallow well water, SACWSD loss of 700 acre feet of deep well water, and supply the anticipated DIMP plume footprint exposure areas with an additional 2,500 acre feet.

Respectfully Submitted,



John J. Yelenick
Denver, Colorado

Member: RMA Restoration Advisory Board

Member: RMA Site Specific Advisory Board

On Post Proposed Plan Comments
Program Manager
Rocky Mountain Arsenal (RMA)
Attn: AMCPM-PM/Col. Eugene H. Bishop
Building 111 -RMA
Commerce City, Colorado 80022-1 748

December 13, 1995

Re: Proposed Plan for the RMA; On-Post Operable Unit.

To all to whom this may come to affect or may concern as stakeholders of the Rocky Mountain Arsenal, Denver, Colorado:

Pursuant to the requirements of the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION and LIABILITY ACT (CERCLA) Sections 113 (k) (2) (B) (i-v) and 117(a), the NATIONAL OIL and HAZARDOUS SUBSTANCES POLLUTION CONTINGENCY PLAN and the RMA FEDERAL FACILITY AGREEMENT, I hereby submit these written comments for inclusion into the Record of Decision; the Official Administrative Record for On & Off Post "Record of Decision".

WHEREAS the remedial action objective for the RMA On-Post Operable Plan is to "Ensure that groundwater reaching the RMA boundary will be of a quality that is protective of human health..."; 1

WHEREAS "Groundwater usage (either domestic and/or agricultural) is the primary contributor to carcinogenic risk, accounting for 45 to 99 percent of the total risk estimated for each zone. This indicates the major role of the groundwater - related exposure pathways. "; 2

WHEREAS the FEDERAL FACILITY AGREEMENT stipulates that "Response Actions will be sufficient to prevent the vertical and horizontal migration of on-post contaminated groundwater and surface water so that off-post surface water and groundwater may be used in areas outside of the Arsenal boundaries,"; 3

WHEREAS "Groundwater means water in a saturated zone or stratum beneath the surface of land or water. "; 4

WHEREAS "Alternatives that do not meet the requirements of the FEDERAL FACILITY AGREEMENT will be determined to not be implementable."; 5

I hereby submit for your consideration, data for the RMA indicating that there is a high probability that South Plants contamination is escaping the southern RMA boundary via groundwater migration of which the RMA On-Post Operable Unit preferred water alternative fails to address and mitigate.

For purposes of objectivity in presentation, I attach depictive EXHIBITS which I hereby incorporate into these, my comments, for the Record of Decision. My comments conclude with text by- Mr. James J. Snodgrass - Geophysicist with the UNITED STATES BUREAU of MINES who affirms the southern migration supposition through his independent assessment of this, and other documentation.

Background:

The SOUTH PLANTS CONTAMINATION SURVEY and REMEDIAL ACTION ASSESSMENT investigated seventeen suspected disposal sites (Task 2:1985 - 78 spill events) in the manufacturing complex and conducted a program to sample historically documented spill sites per the historical data classification by the UNITED STATES ARMY TOXIC and HAZARDOUS MATERIALS AGENCY (USATHAMA). High Priority was given to sites proximate to groundwater and historically documented with records. Low Priority was designated for sites without historical records of groundwater contamination yet still proximate to recorded spills. The designation UNCONTAMINATED SITES/NON-SOURCE AREAS was afforded to sites which may have been contaminated but without historical records to prove contamination; or in the alternative, if no responsible party could be identified as having contaminated the given site. 6

According to the STRUCTURES SURVEY REPORT, there are 982 structures on the RMA; approximately 53 percent were located on the South Plants sections #1 & 2; however, over half of the buildings and other structures' history documentation was incomplete. Low Priority and "Uncontaminated/Non-Source" designated sites had contamination test bore holes, whose depth reached only the surface of the water table levels under the auspices that "contaminants present below 5 feet, or in the saturated zone, are considered to be related to groundwater contamination by water table fluctuations and possible lateral migration." (Source: FINAL Phase I Contamination Assessment Report, July 1988 pg. 143) Literal 'In-Depth' investigations were necessary at all of these 'discounted' areas! Generally speaking, subsequent testing and geotechnical studies focused on the historical source sites rather than contaminant pathways, aka: "Secondary Sources/Non-Source" areas. 6

During the production phases at the RMA, the primary concern was the manufacture of the end items on schedule ... solid and slurry waste was often disposed of in the most convenient and expeditious manner, often without regard to its contamination status. 7

EXHIBIT A, Figure SPSA 2.4-5 demonstrates Volatile Aromatic Organics (VAO's moderate aqueous solubility, high volatility) in the South Plants groundwater (1979/1983) in magnitudes in excess of Certified Reporting Limits; EXHIBIT B, Figure SPSA 2.4-6 for VAO's (specifically ethylbenzene, xylene, and toluene) in 1988/1989; EXHIBIT C, Figure SPSA 3.3-8 for VAO's in the groundwater, 1988; EXHIBIT D, Figure SPSA 3.3-4 demonstrates Volatile Halogenated Organics (VHO's - moderate to high aqueous solubility and volatility) in the groundwater 1988. 8 Per EXHIBIT E, Figure SPSA 3.3-1, we see the southern migration pathway composite for 1979/1983. Per EXHIBIT F, Figure SPSA 3.3-2, the southern migration pathway composite for 1988 is illustrated. 9

My review of available documentation indicates a southern contaminant migration flow through sections #1 and #2. EXHIBIT G, Figure C.3-1 and EXHIBIT H, Plate 1 demonstrate the southern organic analyte plumes for the unconfined flow system 10. Specifically, EXHIBIT I, Figure SSA 3.5-1 demonstrates the VHO plume (composed specifically of 1,1,1 Trichloroethane, 1,1 dichloroethylene and trichloroethylene: See 8) in the RMA water bearing zones. 11.

EXHIBIT J, Figure SSA 3.4-21 delineates the total area of potential contaminants in soils based on analytical results, historical information and distribution mechanisms. The southern lakes of Ladora, Derby, and Mary and the 1964 lake sediment/solid waste trenches are encompassed. 12. The FINAL DETAILED ANALYSIS OF ALTERNATIVES/WATER DAA affirmed "The highest concentrations of contaminants are observed in wells located beneath the South Plants Central Processing Area and within the 'A' sand or other stratigraphically equivalent units (See: Pg. 3-7); the 'A' sands of sections 1 & 2 and south sections 11 & 12.

The southern lakes are situated on relatively thick permeable alluvial deposits. The deposits pass directly under portions of the South Plants and extend south to Lake Ladora where the deposits act as an important semiconfined aquifer unit. 13

In response to avian mortality occurring on the lakes (approximately 1,200 ducks) 14, Lower Derby, Upper Derby and Lake Ladora were drained and the clay bottom was excavated to remove contaminated sediment (1964-1965). 15 It is important to note the absence of the clay lake bottom; the absence may promote communication between the potentially more permeable alluvial material (deposits of sand and gravel) and the underlying Denver Formation.

Most of the sediment was disposed in section #12, south of Lower Derby Lake amounting to approximately 115,000 cubic yards of soil. 16 The balance, and additional solid waste products from the RMA, were disposed in the trenches south of Lake Ladora. These trenches were not lined.

Inferred volumes of contaminated lake soils include 47,000 cubic yards to only a 3 foot depth in Lake Mary; 120,000 cubic yards to only a 3-4 foot depth in Lake Ladora; 240,000 cubic yards to only a 5 foot depth in Lower Derby Lake; 200,000 cubic yards to only a 3-4 foot depth in Upper and east Derby Lakes and 74,000 cubic yards to only a 3 foot depth in Rod & Gun Club Pond. A total of 15 analytes have been detected in the Lake sediments. 17 Pursuant to the FINAL PHASE I CONTAMINATION ASSESSMENT REPORT/SOUTH PLANTS, July 1988, pg. 145: The estimated contaminated soil vertical extent of 12.5 feet (Note: Groundwater level in the South Plants area occurs at an average depth of 5 feet (a range of 2 to 10 feet) amounted to an estimated volume of 3,085,000 cubic yards!

WATER BALANCE CALCULATIONS INDICATE THAT UPPER & LOWER DERBY LAKES HAVE UNACCOUNTABLE LOSSES OF WATER (25 of the 26 months monitored) AND IT APPEARS THESE LAKES RECHARGE TO THE WATER TABLE. 18 Lake Ladora and Lake Mary also recharge to the groundwater per the Comprehensive Monitoring Program 1975-1989, Dec. 1992 pg. -v-.

The alluvial deposits cross-section are graphically offered in two sections:

EXHIBIT K (with a groundwater flow rate of 192,000 gpd) and EXHIBIT K-1 commence at point 02011,12,13 (aka:SS2) to 11006 thence to alluvial well point 02026,27,28 (aka:SS2'). This cross-section is located immediately south of Lake Ladora and north of the 'lake bottom excavation trenches', situate on the section #2 south/section #11 north boundary known as Commerce City's 64th Avenue/RMA's 6th Avenue. On the same EXHIBIT K and K-2, point 02561 to point 01586 (aka:SS4') to point 02052 (aka:SS5) to point 01024,25,26 (aka:SS1 & SS7). (Note: This cross-section is located between Lake Ladora and Lower Derby situate on the section #2 east/section #1 west boundary known in Denver as Peoria north extension) thence from alluvial well point 01024,25,26 to alluvial well point 12008 to point 01051 to point 01021,22,23 to point 01001 (aka:SS6). This second of two segments/cross-sectional planes are located south of Lower Derby and north of the 'lake bottom excavation trenches', situate on the section #1 south/section #12 north boundary known as Commerce City's 64th Avenue/RMA's 6th Avenue.

Review of these cross-sectionals confirm ready southern migration pathways of sand and gravel. The extent of the sand subcrop, with variable lateral and vertical hydraulic conductivity 13, runs directly under South Plants manufacturing complex that can be seen in EXHIBIT L, Plate 2 (which also identifies additional cross-sectionals to the immediate north of the southern lakes - groundwater table interpositioned).

EXHIBIT M, Figure SSA 1.4-3 demonstrates the position of the coarse gravel and sand interbeds (See EXHIBIT M, Plate WSA 1.4-4) positioned in Eolian deposits with embedded paleochannels situate from the South Plants/South Lakes running through the southern RMA boundary (deposits of which may run to depths of 130 feet thick 19). The paleochannels are filled with coarse sand and gravel that can act as conduits for contamination flow 20; however, per the Modified Preliminary Assessment Site Investigation Report for Leased and Transferred RMA, Oct. 1994 at Pg3. 2-5, not all of the flow is restricted to these channels. Groundwater flow occurs over channel divides and through the Denver aquifer as well.

EXHIBIT N, Figure SSA 1.4-2 depicts the southern study area soils configuration showing a southern sandy loam gradient with 1 - 3 percent slopes, south. Testing results indicate that Lower Derby recharges the groundwater and Lake Ladora and Lake Mary receive groundwater in upgradient areas and lose it in downgradient areas. The direction of flow (up or down) is probably a more reliable indicator of groundwater flow conditions than the indicated magnitude of the gradient. Interpretations of the vertical distributions of contaminants is complicated by the heterogeneous nature of the Denver Formation resulting in variable potential for vertical (and horizontal) flow throughout the RMA.21 "The heterogeneous nature ... makes characterization of the confined flow system (predominantly occurs in permeable sandstone, siltstone and lignite of the unweathered Denver formation) at the scale of the entire site-difficult. The 1994 reclassification of (59%) the original S22 wells designated-confined ... is not appropriate for evaluating flow within the confined flow system of RMA and surrounding areas. 19 However, the potentiometric surfaces of aquifer zones in the confined flow system - indicates there is a potential for downward flow between the unconfined and confined flow system 19.

EXHIBIT O, Figure SSA 1.5-6 sets forth the alluvial aquifer saturated thickness for the southern study area. EXHIBIT P, Figure 4.4 demonstrates the general downward vertical gradient south of the South Plants/Southern Lakes toward the southern RMA boundary. EXHIBIT P-1, Plate 5.6-1 is a graphic depiction of the southern and western migration routes. The regional ground-water flow to the northwest is at an average hydraulic gradient of about 20 ft./mile (0.00379 ft./ft.) to 32 ft./mile (0.0061 ft./ft.) per ANNUAL GROUND-WATER REPORT FOR 1990 dated August 1991; version 1.1 pg.37. or 4/10's of 1% to 6/10's of 1%. The bedrock surface elevation under South Plants measures 5,270 feet dropping to 5,140 feet in a mile span to Section 11 demonstrating a gradient of 130 ft./mile (0.02462 ft./ft.) or approximately 2 1/2%. The southern gradient pathway is as much as 549.6% greater than the northwest gradient (0.00379 ft./ft. %change 0.02462 ft./ft.).

EXHIBIT Q, Figure 4.16 re-emphasizes this southern wayward geographic characteristic. [See: EXHIBIT K-Supplement where South Plants Average Hydraulic Gradient at 'South Plants Study Area southern perimeter equals 0.015].

Southern Boundary Contaminants:

Contaminants were detected in the water and sediments in the southern sections of sections #11 and #12. 22 EXHIBIT R, Figure 4-1 and EXHIBIT R-1, Figure 3-1 portray the groundwater and gas analyte detections. Individual analytes do not occur repeatedly in water entering RMA (from the southern boundary) per the FINAL REMEDIAL INVESTIGATION SUMMARY REPORT Version 3.2, January 1992 pg. A 3-82.

The topography of sections #11 and #12 contain a dozen wetlands and deep-water habitats of the United States. South and west of RMA sections #11 & #12 is the City of Denver's new residential and industrial 4,700 acre Stapleton development, including a food storage and distribution center at east 56th and Havana streets.

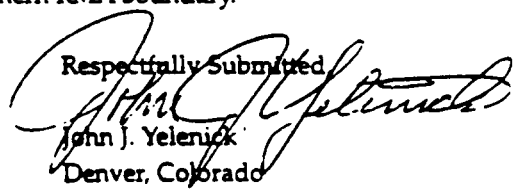
Located immediately south of the RMA sections #11 and #12 lie approximately 2 miles square of the identical community known as Montbello, where recent data indicates "live births of low birth weight infants tend to be clustered in census tracts southwest of the Arsenal where the ratio of black to white females of childbearing age (15-44 years) is greater than 1.0. As you move away from this area in any direction, the number of live births of low birth weight infants and ratio of black to white females of childbearing age decreased" 23

"The Army arbitrarily and consistently relies on insufficient data to conclude that there is no evidence of contamination or no evidence of a significant migration pathway. The lack of data collected in the Remedial Investigation (RI) cannot be used as a basis for showing no contamination is present or that a particular pathway does not pose a significant threat" (State of Colorado comments on DRAFT FINAL REMEDIAL INVESTIGATION REPORT March 1989; tendered May 1, 1989 pg.3.)

My comments are a call for Environmental Justice given the high probability that South Plants contamination is escaping the southern RMA boundary via groundwater migration - reviewed and supported by Mr. Snodgrass - Geophysicist with the U.S. Bureau of Mines (Copy of his letter dated October 13, 1995 as EXHIBIT S).

The RMA On-Post Operable Unit preferred water alternative fails to address and mitigate the high probability that South Plants contamination is escaping the southern RMA boundary.

Respectfully Submitted


John J. Yelenick
Denver, Colorado

Enclosures: EXHIBITS A - S

Member: RMA Restoration Advisory Board
Member: RMA Site Specific Advisory Board
Chairman, South Plants Groundwater Task Force

cc:

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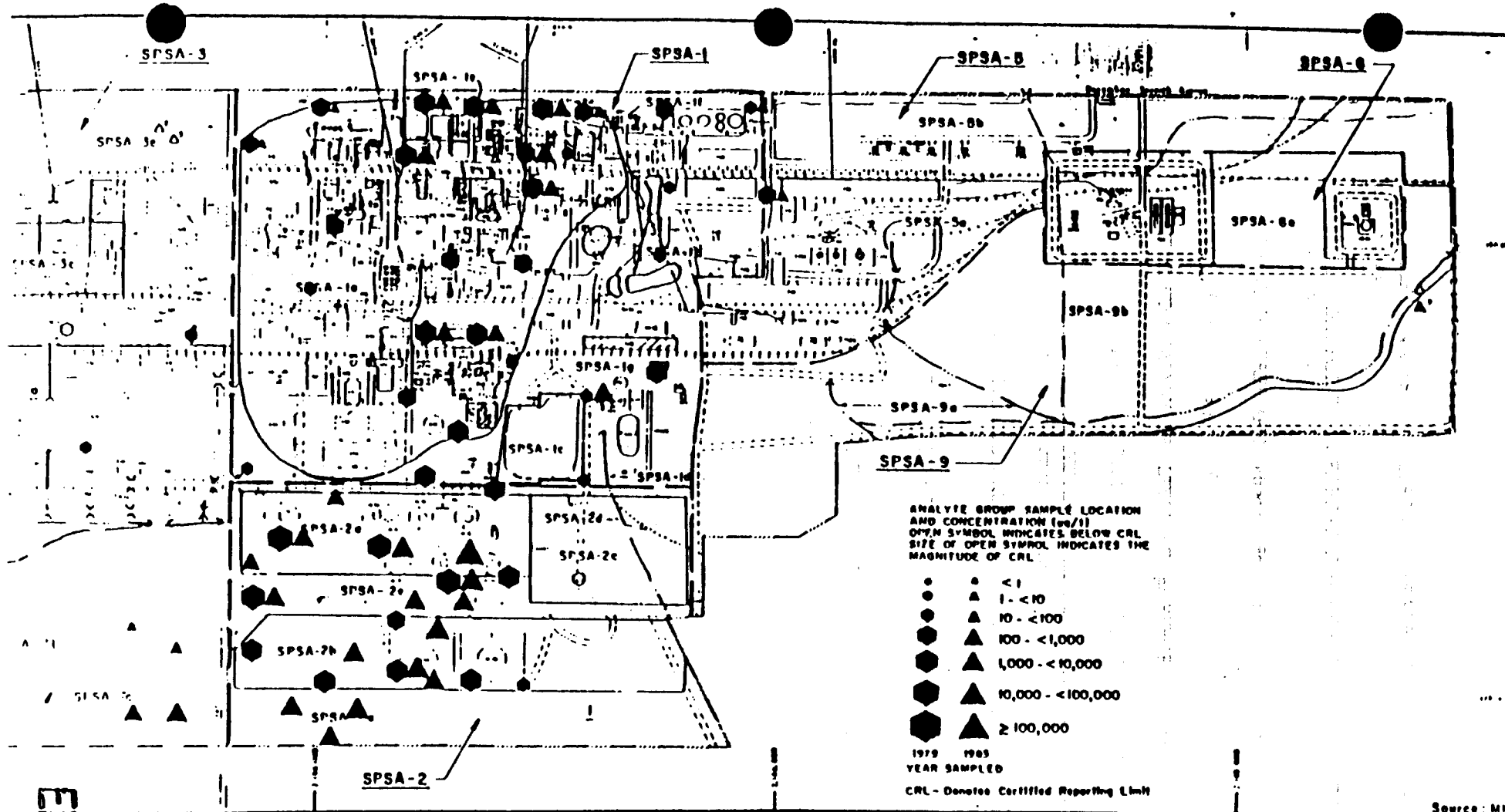
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References

- 1 FINAL DETAILED ANALYSIS OF ALTERNATIVES REPORT, Version 4.0, Executive Summary, August 1995, Pg.1
- 2 TECHNICAL SUPORT FOR RMA OFF POST OPERABLE UNIT FINAL RECORD OF DECISION, September 19, 1995, pgs. 6-9
- 3 FEDERAL FACILITY AGREEMENT, effective February 17, 1989, pg.5 para. 2.7
- 4 CERCLA, 42 U.S.C. 9601(14) Section 101(14)
- 5 FINAL DETAILED ANALYSIS OF ALTERNATIVES REPORT, Version 4.0, Executive Summary Pg.52
- 6 SOUTH PLANTS CONTAMINATION SURVEY AND REMEDIAL ACTION ASSESSMENT, March 1995
- 7 HISTORY OF POLLUTION SOURCES AND HAZARDS AT THE ROCKY MOUNTAIN ARSENAL; Casinir Kuznear & William L. Trautmann, September 1980, pg. 12
- 8 FINAL REMEDIAL INVESTIGATION REPORT VOL.VIII dated July 1989, SOUTH PLANTS STUDY AREA, pgs. 2-24, 2-25
- 9 FINAL REMEDIAL INVESTIGATION REPORT VOL.VIII dated July 1989, SOUTH PLANTS STUDY AREA, pgs. 2-24, 2-25
- 10 FINAL DETAILED ANALYSIS OF ALTERNATIVES REPORT, WATER DAA, August 1995
- 11 FINAL REMEDIAL INVESTIGATION REPORT VOL.VIII
- 12 FINAL REMEDIAL INVESTIGATION REPORT VOL.VI
- 13 PROPOSED FINAL SOUTH PLANTS/BASIN A GROUNDWATER FLOW MODEL, Dec. 1994 pg. 4-2,1-6 & 5-4
- 14 STUDY OF AVIAN MORTALITY ON THREE LAKES AT RMA by George Sciple, Wildlife Research Laboratory May 28, 1952 pg.1
- 15 COMPREHENSIVE MONITORING PROGRAM, WATER YEAR 1975 to WATER YEAR 1989, Dec. 1992 Pg. 43
- 16 FINAL REMEDIAL INVESTIGATION REPORT VOL.III. SOUTHERN STUDY AREA, June 1989, Pg. 1-34, 1-21, 3-76, 3-24 and 1-45
- 17 FINAL REMEDIAL INVESTIGATION REPORT VOL.III SOUTHERN STUDY AREA, June 1989 Pg. 24
- 18 FINAL REMEDIAL INVESTIGATION REPORT VOL.III SOUTHERN STUDY AREA, June 1989 Pg. 1-45
- 19 GROUNDWATER MONITORING PROGRAM, 1993 pgs. 2-2, 4-7, 4-8, ES-3
- 20 RECORDS SEARCH LEASED AND TRANSFERRED RMA FACILITIES AND LAND, ATTACHMENT 4, Oct. 1994
- 21 GROUNDWATER MONITORING PROGRAM, 1993 pg. 4-48 and 4-49
- 22 FINAL REMEDIAL INVESTIGATION REPORT, SOUTHERN STUDY AREA, June 1989 pg. 3-85
- 23 REPRODUCTIVE, NEUROBEHAVIORAL AND OTHER DISORDERS IN COMMUNITIES SURROUNDING THE RMA: AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY, Sept. 1, 1995 pg. 142



Source: MR

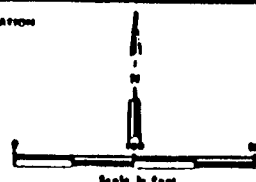
EXHIBIT

Note: The sample is from Water Bearing Zone 1 unless otherwise labeled. Superstrates 2 and 3 indicate sample from Water Bearing Zones 2 and 3, respectively.

Note: The sample is from Water Bearing Zone 1 unless otherwise labeled. Superstrates 2 and 3 indicate sample from Water Bearing Zones 2 and 3, respectively.

SPSA 2.4-S
 SOUTH PLAINS STUDY AREA LOCATION

10	20	30	40	50
60	70	80	90	100
110	120	130	140	150
160	170	180	190	200
210	220	230	240	250
260	270	280	290	300
310	320	330	340	350
360	370	380	390	400
410	420	430	440	450
460	470	480	490	500



Prepared for:

Program Manager's Office for
 Rocky Mountain Arsenal Cleanup

FIGURE SPSA 2.4-S
 Volatile Aromatic Organics
 in Groundwater, 1979/1983

Rocky Mountain Arsenal
 Prepared by: Ebasco Services Incorporated



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VOLUME VIII
SOUTH PLANTS STUDY AREA
SECTION 2.0
FIGURES 2.2-1 to 2.7-1
VERSION 3.3

July 1989
Contract No. DAAA15-88-D-0024

Prepared by:

EBASCO SERVICES INCORPORATED
APPLIED ENVIRONMENTAL, INC.
CH2M HILL DATACHEM, INC.
R.L. STOLLAR AND ASSOCIATES

Prepared for:

U.S. ARMY PROGRAM MANAGER'S OFFICE
FOR ROCKY MOUNTAIN ARSENAL CONTAMINATION CLEANUP

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FIGURES 2.2-1 to 2.7-1
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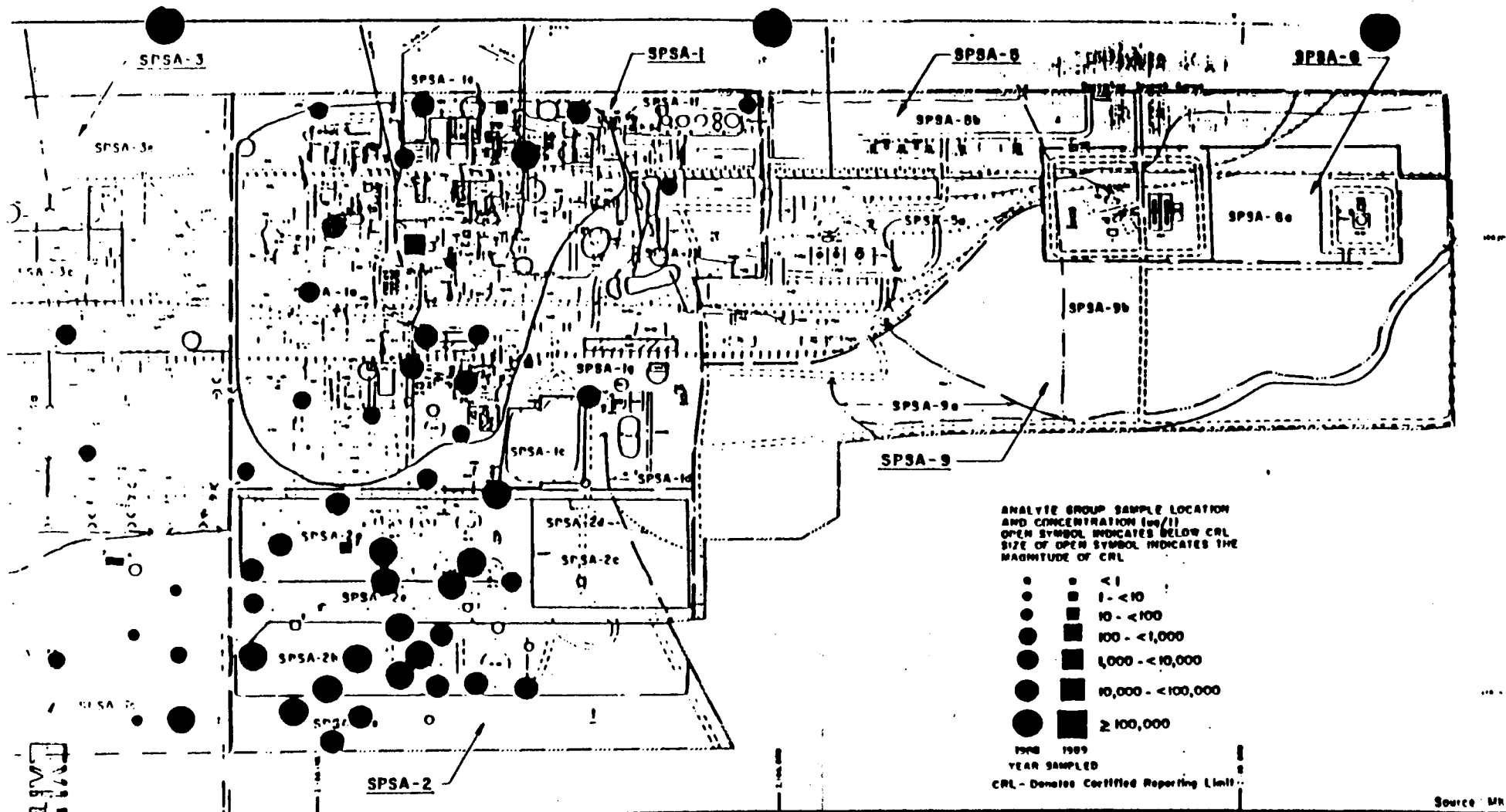
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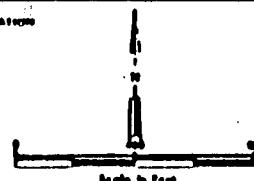
Location of historic
 associated with analyte group

Note: The sample is from Water Bearing Zone 1
 unless otherwise labeled. SPSA-2 and 3 indicate sample from Water Bearing
 Zones 2 and 3, respectively.

OC/MS Data

ROCKY MOUNTAIN ARSENAL
 SOUTH PLAINS STUDY AREA LOCATION

31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----



Prepared for:

Program Manager's Office for
 Rocky Mountain Arsenal Cleanup

FIGURE SPSA 2.4-6
 Volatile Aromatic Organics
 in Groundwater, 1988/1989

Rocky Mountain Arsenal
 Prepared by: Ebasco Services Incorporated



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Prepared for:

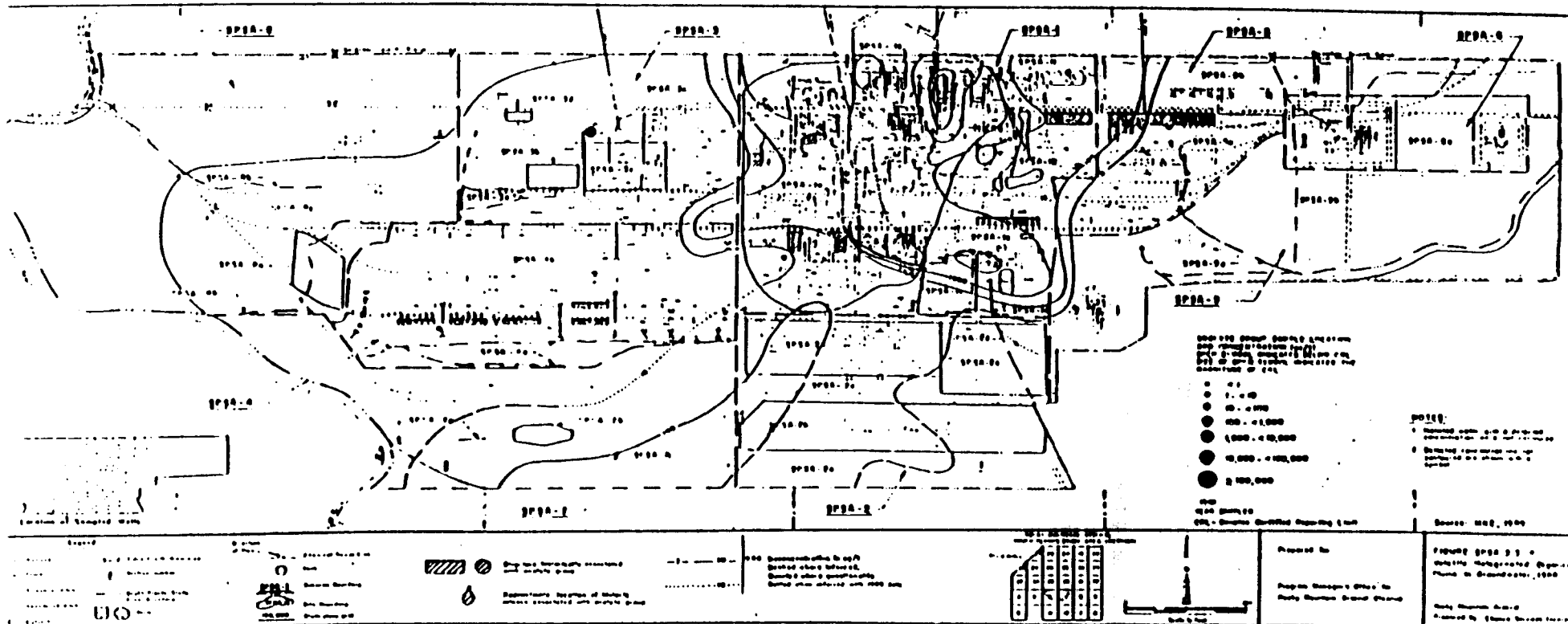
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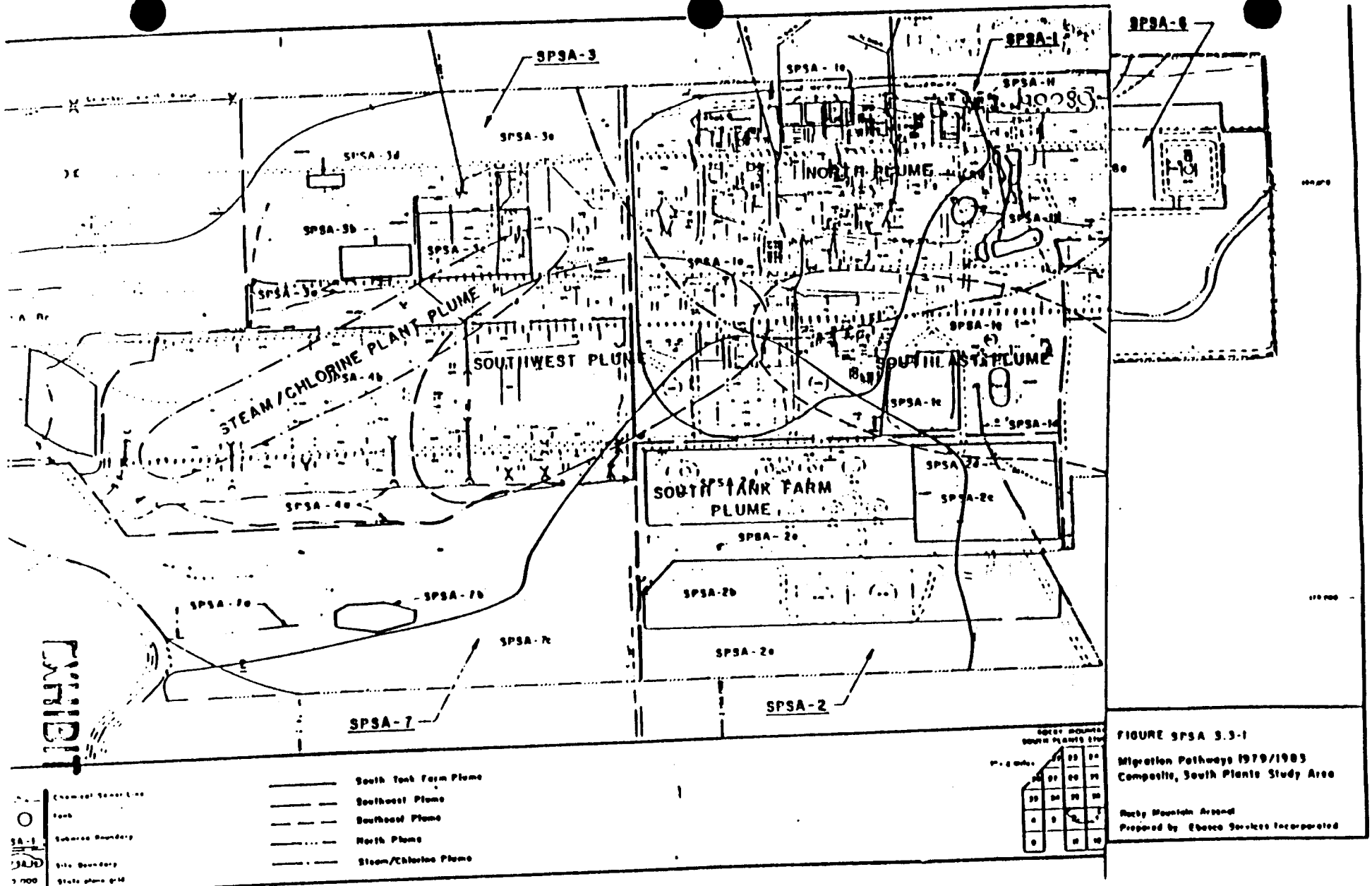
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Prepared for:

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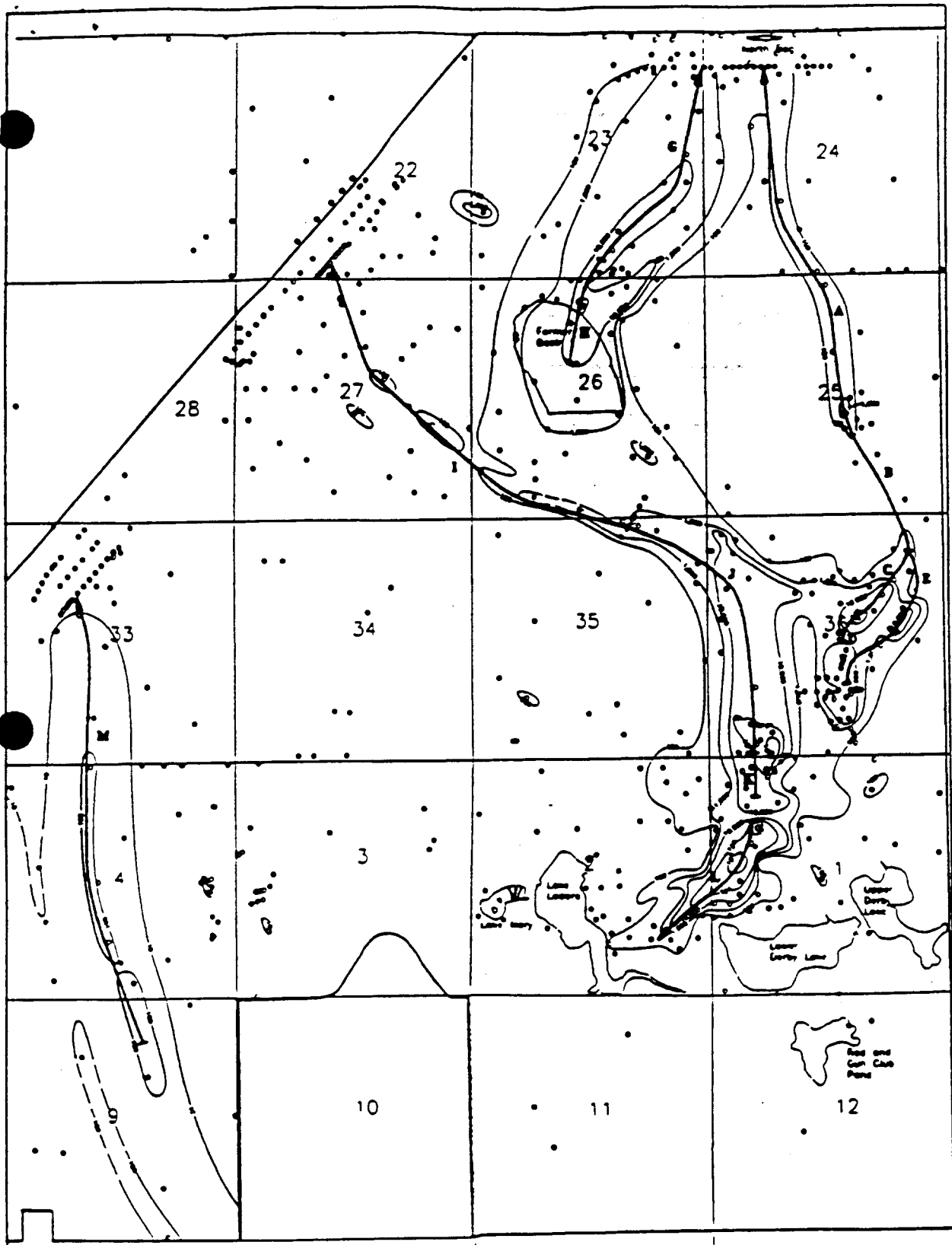
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Prepared for:
U.S. Army Program Manager
for Rocky Mountain Arsenal
Prepared August 1995

FIGURE C3-1
Source Concentration Ingestion
Fish Ingestion

Rocky Mountain Arsenal
Prepared by: [Name] [Title] [Organization] [City, State]

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OF ALTERNATIVES REPORT
VERSION 4.0
WATER DAA
VOLUME V OF VII

AUGUST 1995
CONTRACT NO. DAAA 05-92-D-0002

Prepared by:

FOSTER WHEELER ENVIRONMENTAL CORPORATION
RUST Environment and Infrastructure
Baker Consultants, Inc.

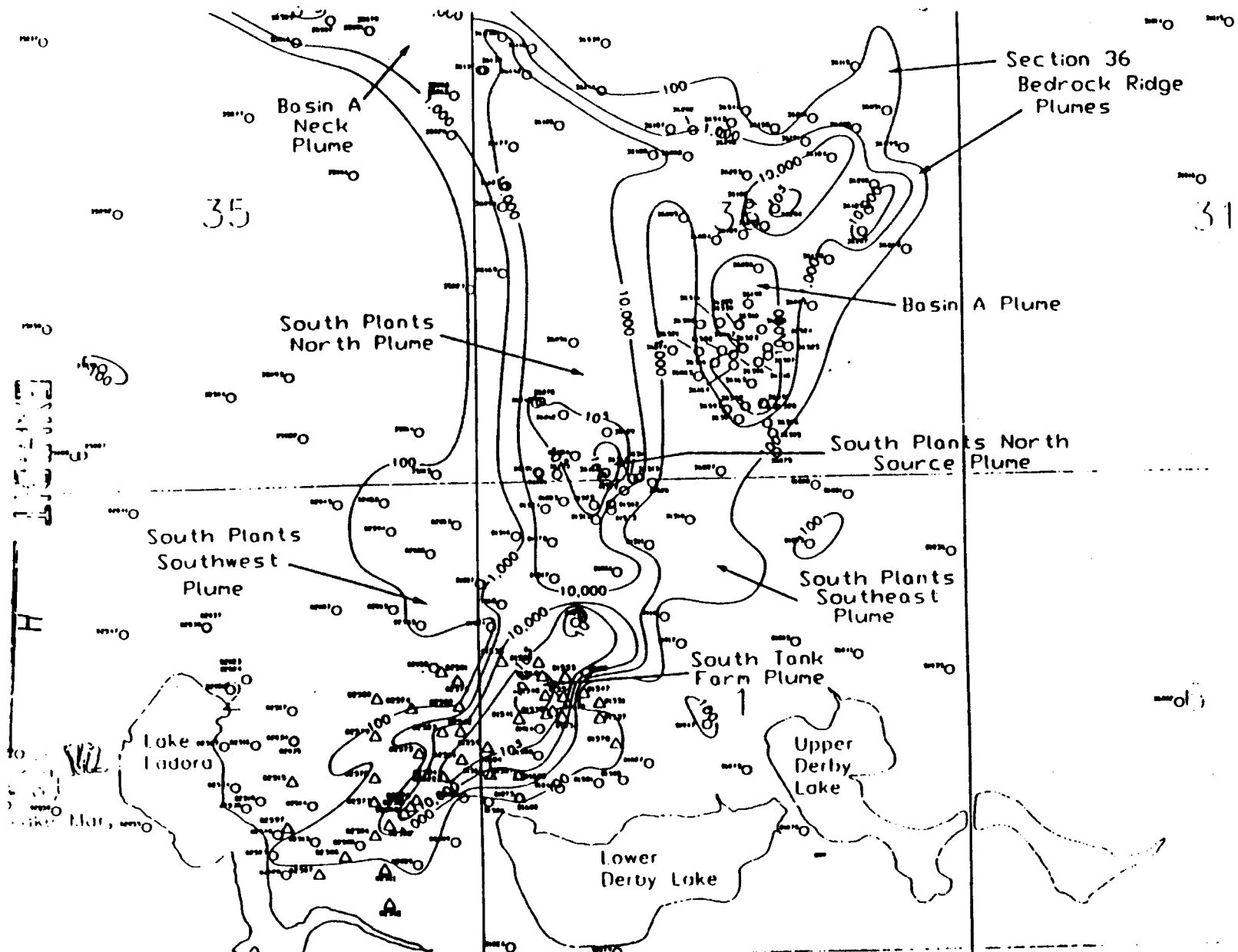
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U.S. Army Program Manager's Office for the
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8

F:\PROJECTS\ARM\O&M\PLUME\PLUME_1.DWG

Prepared for:

U.S. Army Program Manager
for Rocky Mountain Arsenal

Prepared August 1995

PLATE 1

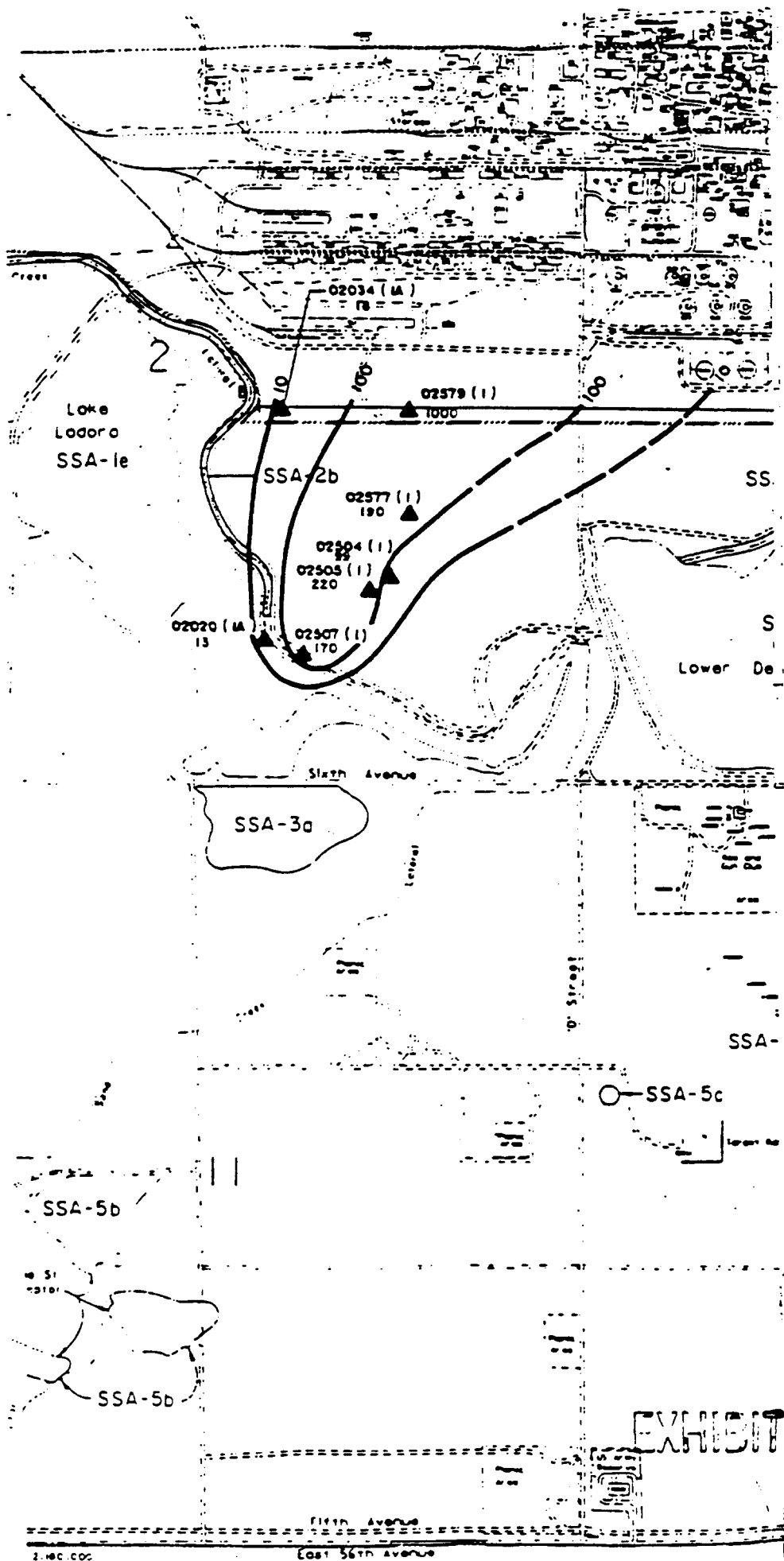
Summed Target Organic Analyte
Plume Map for Unconfined Flow
System

Rocky Mountain Arsenal

Prepared by: Foster Wheeler Environmental Corporation

H

EXHIBIT



LEGEND

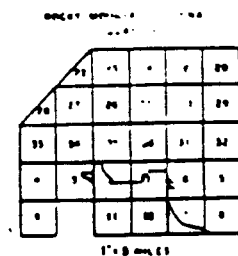
== Improved Road
 --- Unimproved Road
 --- Railroad Tracks
 --- Existing Structure
 --- Former Structure
 --- Fence
 6 Section Number
 --- Stream or Ditch
 --- Study Area Boundary

174,000 State Plane Grid

▲ 02579 (I) 1000 Well (Water Bearing Zone) Detection in micrograms per liter (ug/l)
 △ 02014 (IA) 3.0 Isolated Detection in micrograms per liter (ug/l)
 --- Radonconcentration Line, Concentration in (ug/l) (Dashed Where Inferred)

B B' Cross-section Location

Notes:
 All data from Morrison Knudsen Engineers, (1988) and Environmental Sciences and Engineering, (1987)



0 500 1000
 SCALE: 1" = 1000'

Prepared for:
 Program Manager's Office for
 Rocky Mountain Arsenal Cleanup
 I

FIGURE: SSA 3.5-1
 Volatile Halogenated Organics
 Plume in Water Bearing Zones IA 8
 Rocky Mountain Arsenal



89166R01
FIGURES
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VERSION 3.3

June 1989

Contract Number DAAA15-88-D-0024

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R.L. STOLLAR AND ASSOCIATES

PREPARED FOR:

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EXHIBIT II

EXHIBIT

SSA-2c

3

SSA-2b

3

SSA-2b

SSA-2c

SSA-2c

SSA-5a

SSA-4

SSA-5c

SSA-5c

12

SSA-5a

SSA-5b

Remains of
Detonator
Trails

6 Section Number
 100,000 Scale Feet 600
 Total area of potential contaminants is only based on historical information and probable mechanisms
 Total area of detected contaminants is only of all depths based on geophysical results
 Prepared for:
 Program Manager's Office for
 Rocky Mountain Arsenal Cleanup
 FIGURE: SSA 50-21
 Total Area of Potential Contaminants in Rock
 Based on Analytical, Geology, Historical
 Information, and Imagination. Prepared by:
 Rocky Mountain Arsenal
 Prepared by:
 Ebasco Services Incorporated



FIGURES
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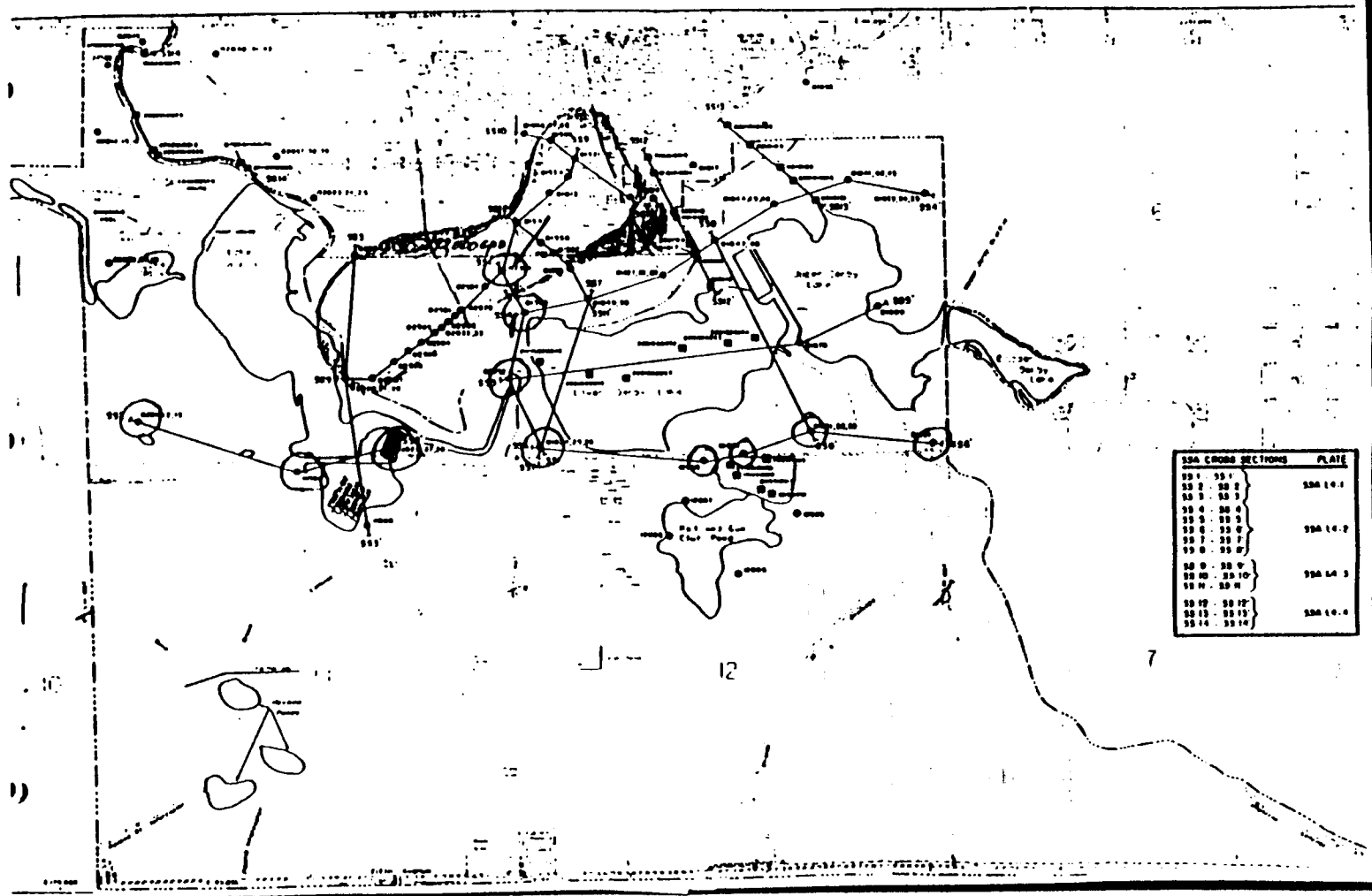
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EXHIBIT

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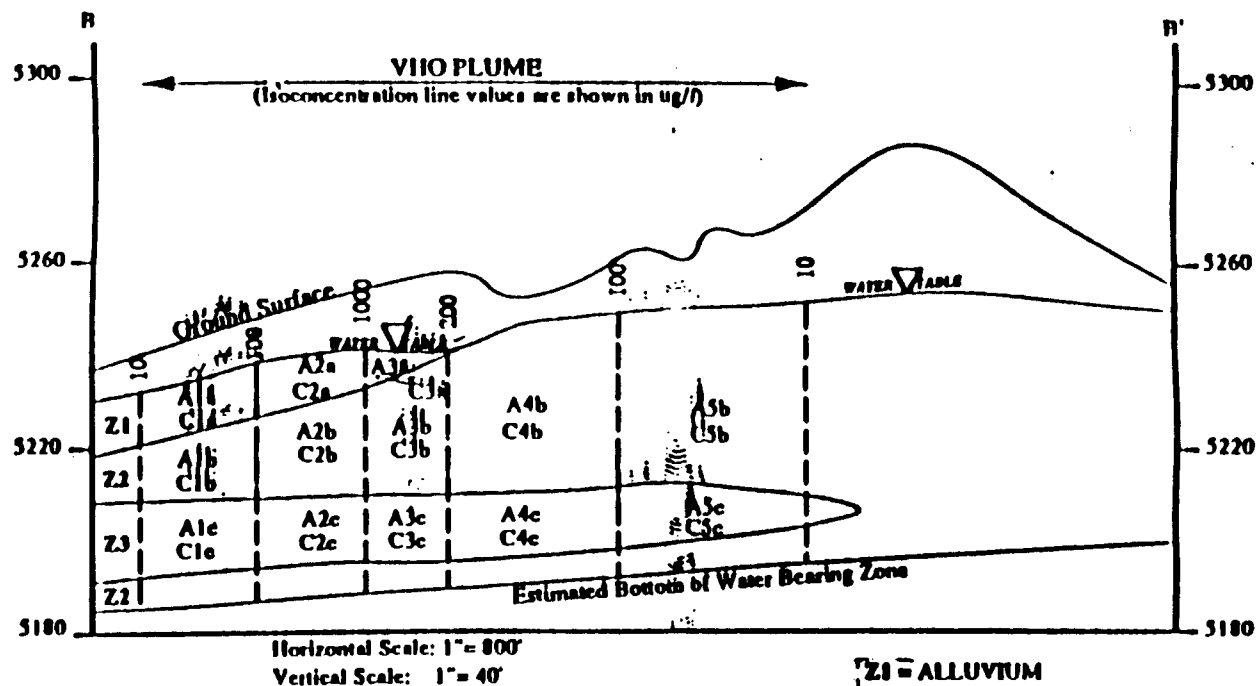
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EXHIBIT **K**

A1a= 5000	sq ft	C1a= 59.5	ug/l
A2a= 3980	"	C2a= 340	"
A3a= 880	"	C3a= 740	"
A1b= 8750	"	C1b= 61.4	"
A2b= 12,200	"	C2b= 609	"
A3b= 13,200	"	C3b= 547	"
A4b= 22,000	"	C4b= 148	"
A5b= 35,300	"	C5b= 49.2	"
A1c= 736	"	C1c= 53.3	"
A2c= 7690	"	C2c= 335	"
A3c= 6160	"	C3c= 600	"
A4c= 8950	"	C4c= 148	"
A5c= 8750	"	C5c= 74.1	"



TOTAL PLUME AREA = $A_{\text{TOT}} = 138,520 \text{ sq ft}$

AVERAGE HYDRAULIC CONDUCTIVITY (Z1) = $K_1 = 0.02 \text{ cm/sec}$

AVERAGE HYDRAULIC CONDUCTIVITY (Z2) = $K_2 = 0.001 \text{ cm/sec}$

AVERAGE HYDRAULIC CONDUCTIVITY (Z3) = $K_3 = 0.008 \text{ cm/sec}$

AVERAGE HYDRAULIC GRADIENT = $I = 0.015$

GROUNDWATER FLOW RATE = $Q = 21,203 \text{ (K/K)(A)(I)} = 192,000 \text{ bpd}$

CONTAMINANT MASS FLOW RATE = $M_{\text{tot}} = (3.7854 \times 10^{-6}) (Q_{\text{tot}}/A_{\text{TOT}}) (\sum C_n A_n) ; n = 1,2,\dots,13$
 $= 183 \text{ grams/day}$

*Conversion Factors ($q=21,203$; $m=3.7854 \times 10^{-6}$)

Prepared for:
 Program Manager's Office for
 Rocky Mountain Arsenal Cleanup

FIGURE SPSA 3.5-1
 Contaminant Mass Flow Rate Across Section B-B' of Volatile Halogenated Organics Plume

Rocky Mountain Arsenal, RPS-1
 Prepared for: Rocky Mountain Arsenal Cleanup
 Date: May 1991

89166RC4
SECTION 3.0
TABLES AND FIGURES



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Prepared for:









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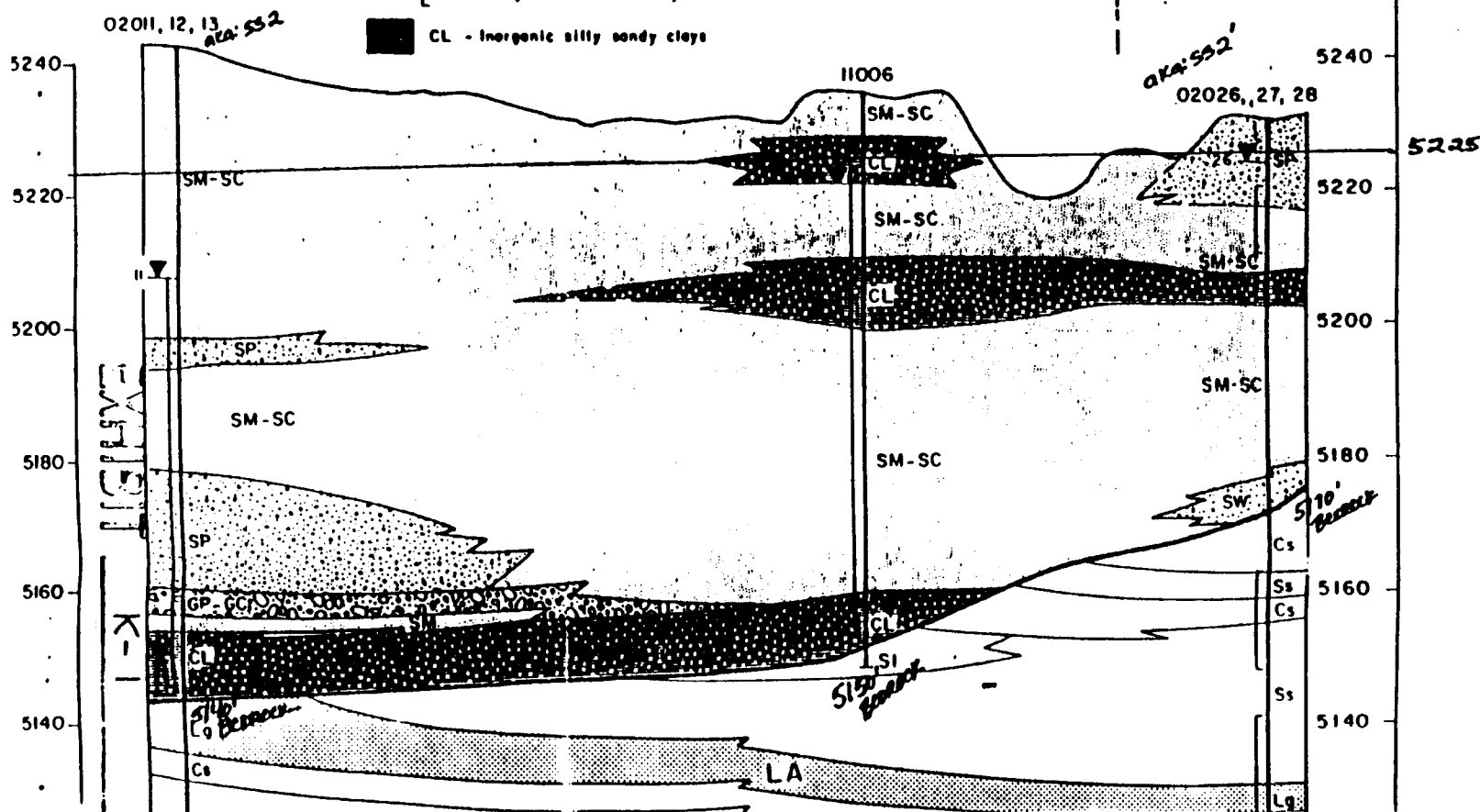
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EXHIBIT K - Supplement

ALLUVIAL DEPOSITS

-  GP - Poorly graded gravels, gravel-sand mixtures; little or no fines
-  GC - Clayey gravels, poorly graded gravel-sand-clay mixtures
-  SW - Well graded sands, gravelly sands; little or no fines
-  SP - Poorly graded sands, gravelly sands; little or no fines
-  SM - Silty sands, poorly graded sand-silt mixtures
-  SC - Clayey sands, poorly graded sand-clay mixtures
-  ML - Inorganic silts and very fine sands
-  CL - Inorganic silty sandy clays

SS2
WEST
Sec. 3
Sec. 2
Sec. 10
Sec. 11



WEST

(SS7)
(SS)

5280

5260

5240

5220

5200

5180

5160

5140

5225

010

Lg

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EXHIBIT K-1

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June 1989
Contract Number DAAA15-88-D-0024

PREPARED BY

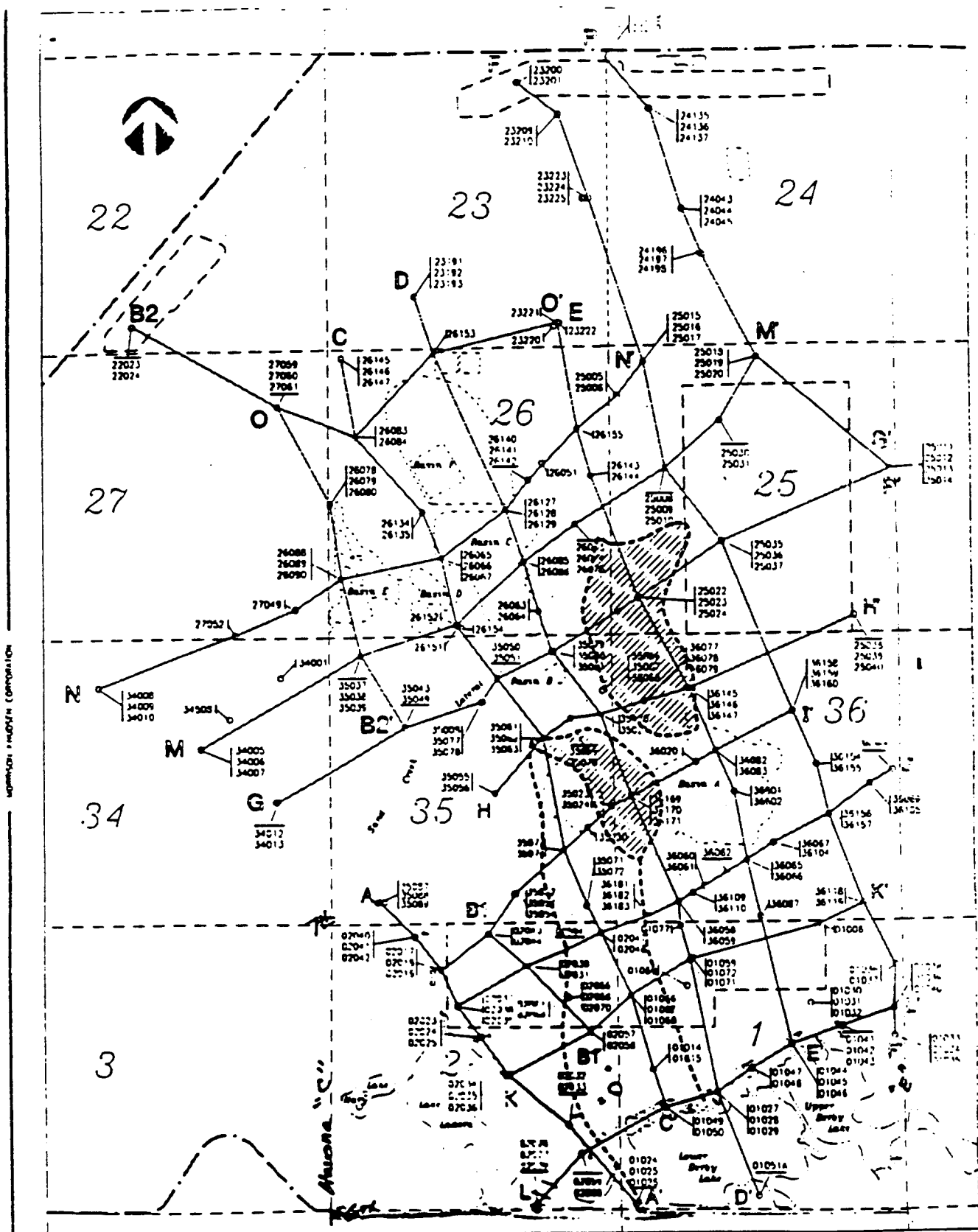
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CH2M HILL DATACHEM, INC.
R.L. STOLLAR AND ASSOCIATES

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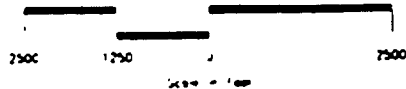
EXHIBIT K-2



Legend

--- Inferred Sand Extent

 Sand Subcrop



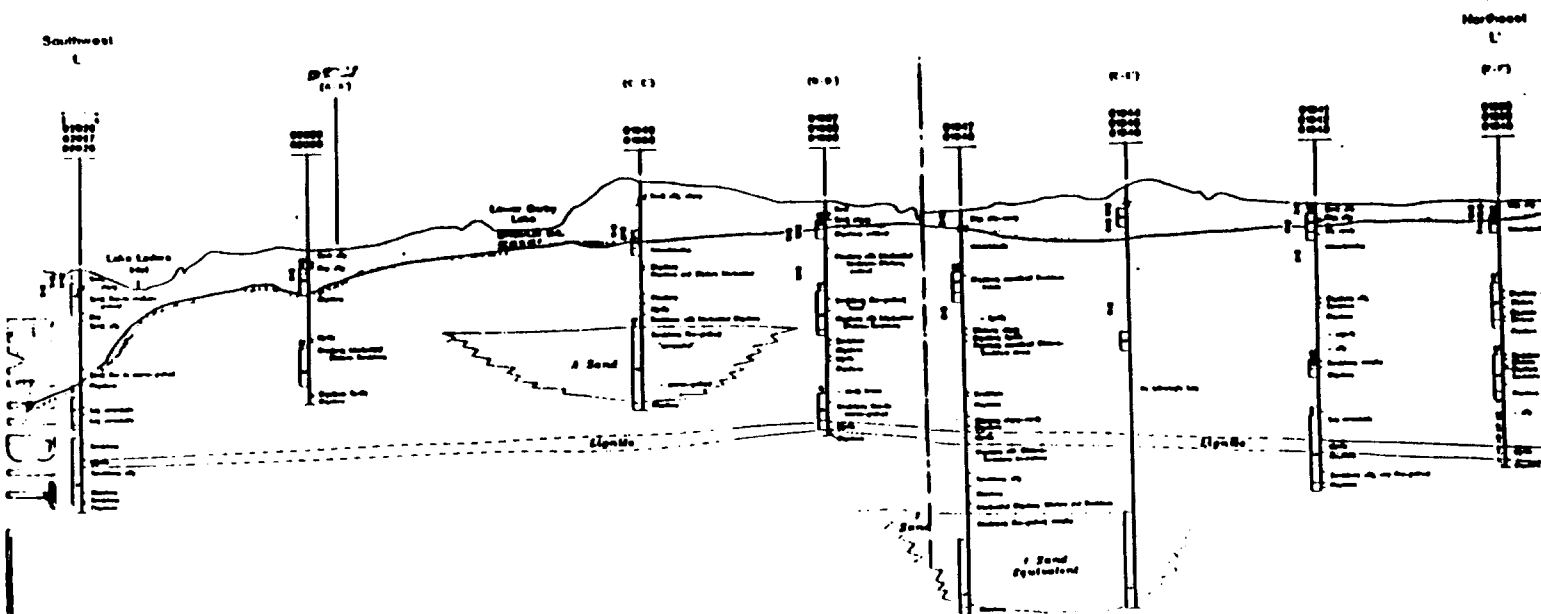
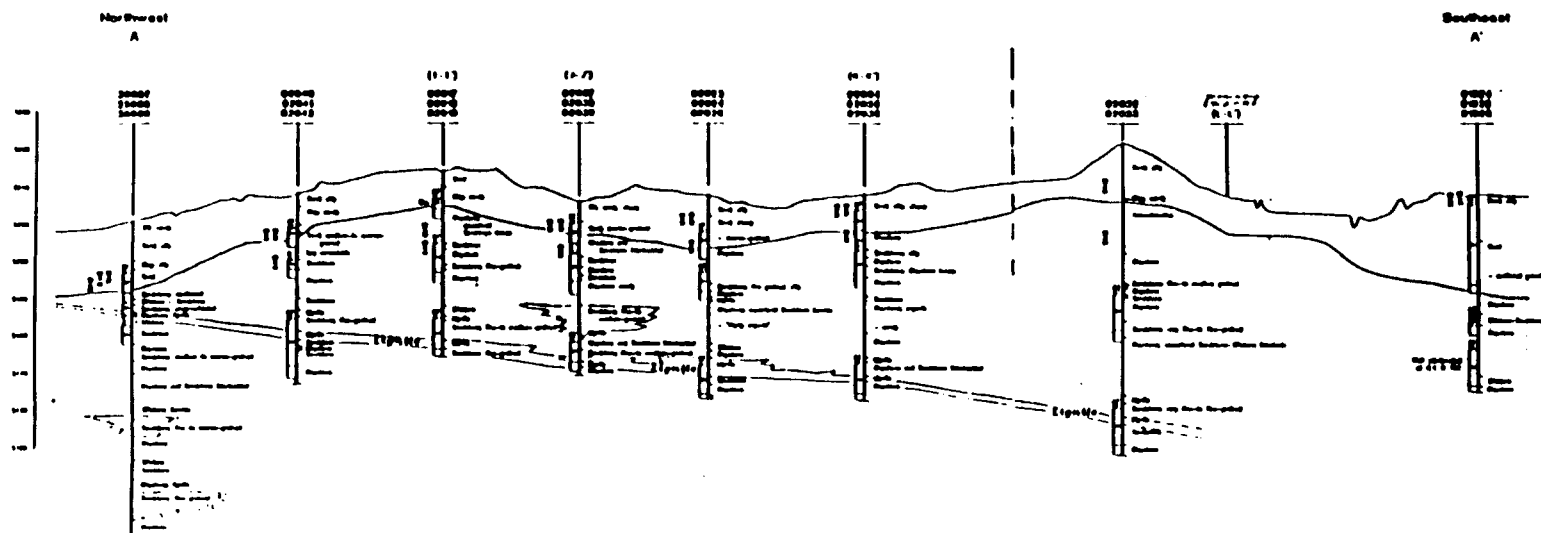
Rocky Mountain Arsenal

A Sand Extent and Subcrop

PLATE 2

 **MORRISON KNUDSEN CORPORATION**
ENVIRONMENTAL SERVICES DIVISION

EXHIBIT





89166R01
FIGURES
2ND COPY

FILE COPY

TECHNICAL SUPPORT FOR

ROCKY MOUNTAIN ARSENAL

Rocky Mountain Arsenal
Information Center
Commerce City, Colorado

FINAL
REMEDIAL INVESTIGATION REPORT
VOLUME VI
SOUTHERN STUDY AREA, FIGURES
VERSION 3.3

June 1989
Contract Number DAAA15-88-D-0024

PREPARED BY

EBASCO SERVICES INCORPORATED
APPLIED ENVIRONMENTAL, INC.
CH2M HILL DATACHEM, INC.
R.L. STOLLAR AND ASSOCIATES

PREPARED FOR:

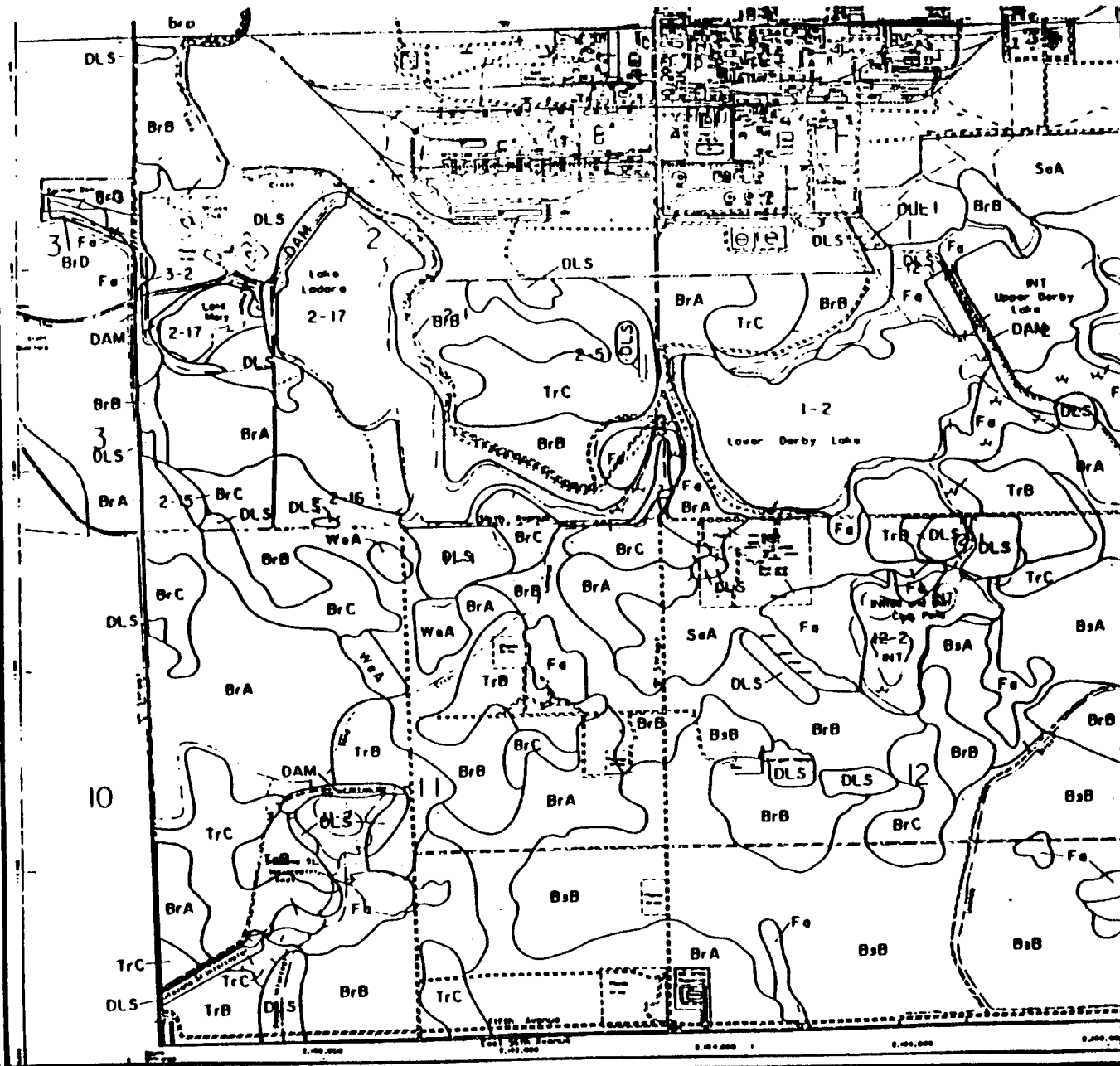
U.S. ARMY PROGRAM MANAGER'S OFFICE FOR
ROCKY MOUNTAIN ARSENAL CONTAMINATION CLEANUP

THE INFORMATION AND CONCLUSIONS PRESENTED IN THIS REPORT REPRESENT THE OFFICIAL POSITION OF THE DEPARTMENT OF THE ARMY UNLESS EXPRESSLY MODIFIED BY A SUBSEQUENT DOCUMENT. THIS REPORT CONSTITUTES THE RELEVANT PORTION OF THE ADMINISTRATIVE RECORD FOR THIS CERCLA OPERABLE UNIT.

EXHIBIT M

EXHIBIT

N



1222 Unimproved Road
 Railroad Tracks
 Existing Structure
 Former Structure
 Fence
 6 Section Number
 Stream or Ditch
 Study Area Boundary
 174,000 State Plane Grid

Fe BrB Map Unit Boundary
 INT Interdrift Pond
 Wet Spot

1 BrA Broomer sandy loam, 0-1% slopes
 2 BrB Broomer sandy loam, 0-1% slopes
 3 BrC Broomer sandy loam, 0-1% slopes
 4 BrD Broomer sandy loam, 0-10% slopes
 5 BrE Broomer Saturated sandy loam complex, 0-1% slopes
 6 BrB Broomer Saturated sandy loam complex, 0-1% slopes
 7 DLS Disturbed land, loamy, 0-3% slopes
 8 DLS Disturbed land, sandy, 0-3% slopes
 9 Fe Aquic Haplozolls, sandy loam loam, 0-3% slopes
 10 SeA Saturated loam 0-1% slopes
 11 TrB Truhen loamy sand, 0-1% slopes
 12 TrC Truhen loamy sand, 0-1% slopes
 13 WdA Wild loam, 0-1% slopes

SOIL MAP OF THE SOUTHERN STUDY AREA
 174,000
 0 500 1000
 SCALE: 1" = 1000'
 Source: J.P. Walsh & Assoc., Inc., 1988
 Prepared for:
 Program Manager's Office for
 Rocky Mountain Arsenal Cleanup
 FIGURE: SSA 14-2
 Soils Map of the
 Southern Study Area
 Rocky Mountain Arsenal
 Prepared by:
 Ebasco Services Incorporated



89166R01
FIGURES
2ND COPY

FILE COPY

TECHNICAL SUPPORT FOR
ROCKY MOUNTAIN ARSENAL

Rocky Mountain Arsenal
Information Center
Commerce City, Colorado
FINAL
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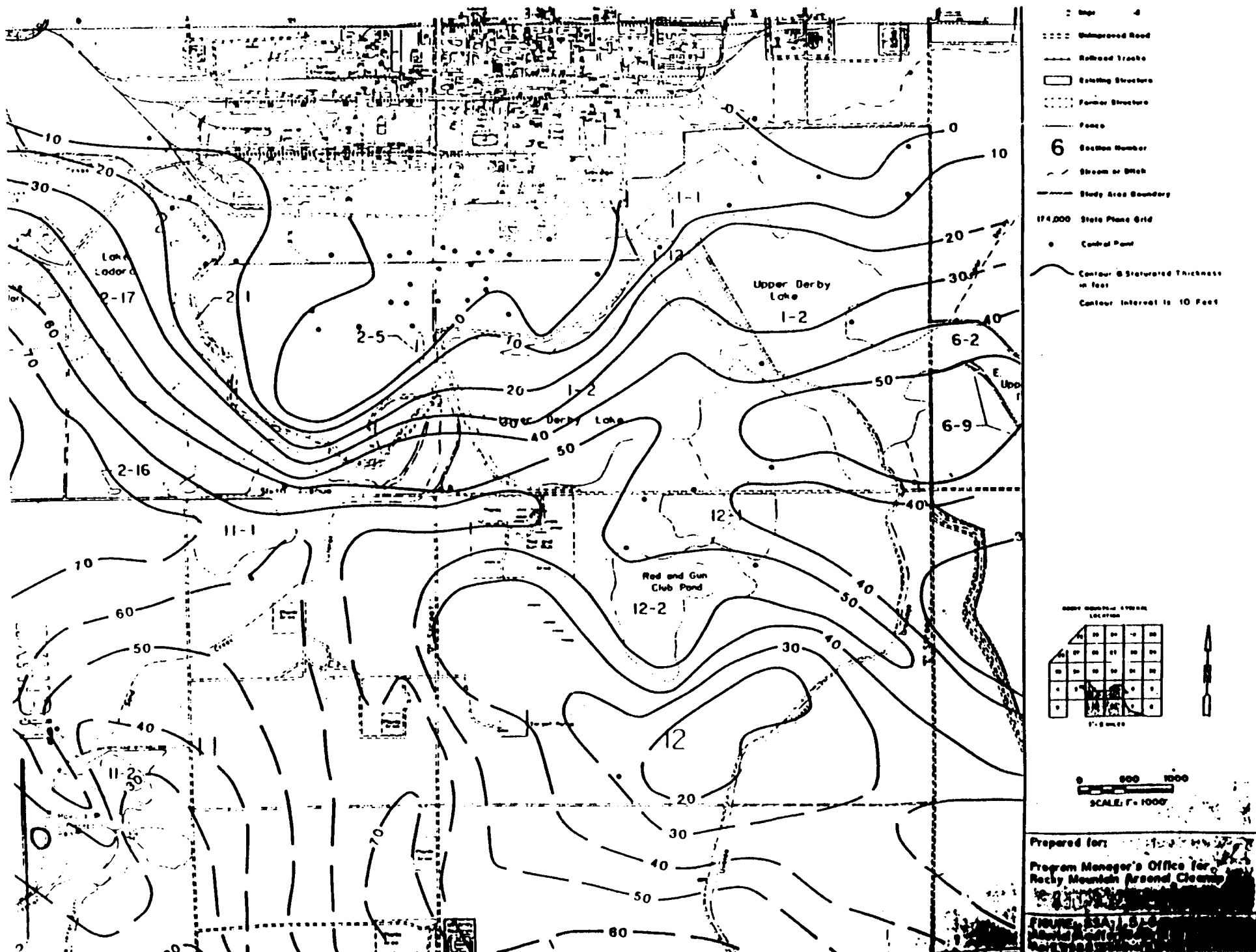
PREPARED FOR:

U.S. ARMY PROGRAM MANAGER'S OFFICE FOR
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EXHIBIT

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FIGURES
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TECHNICAL SUPPORT FOR
ROCKY MOUNTAIN ARSENAL

Rocky Mountain Arsenal
Information Center
Commerce City, Colorado
FINAL
REMEDIAL INVESTIGATION REPORT
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SOUTHERN STUDY AREA, FIGURES
VERSION 3.3

June 1989
Contract Number DAAA15-88-D-0024

PREPARED BY

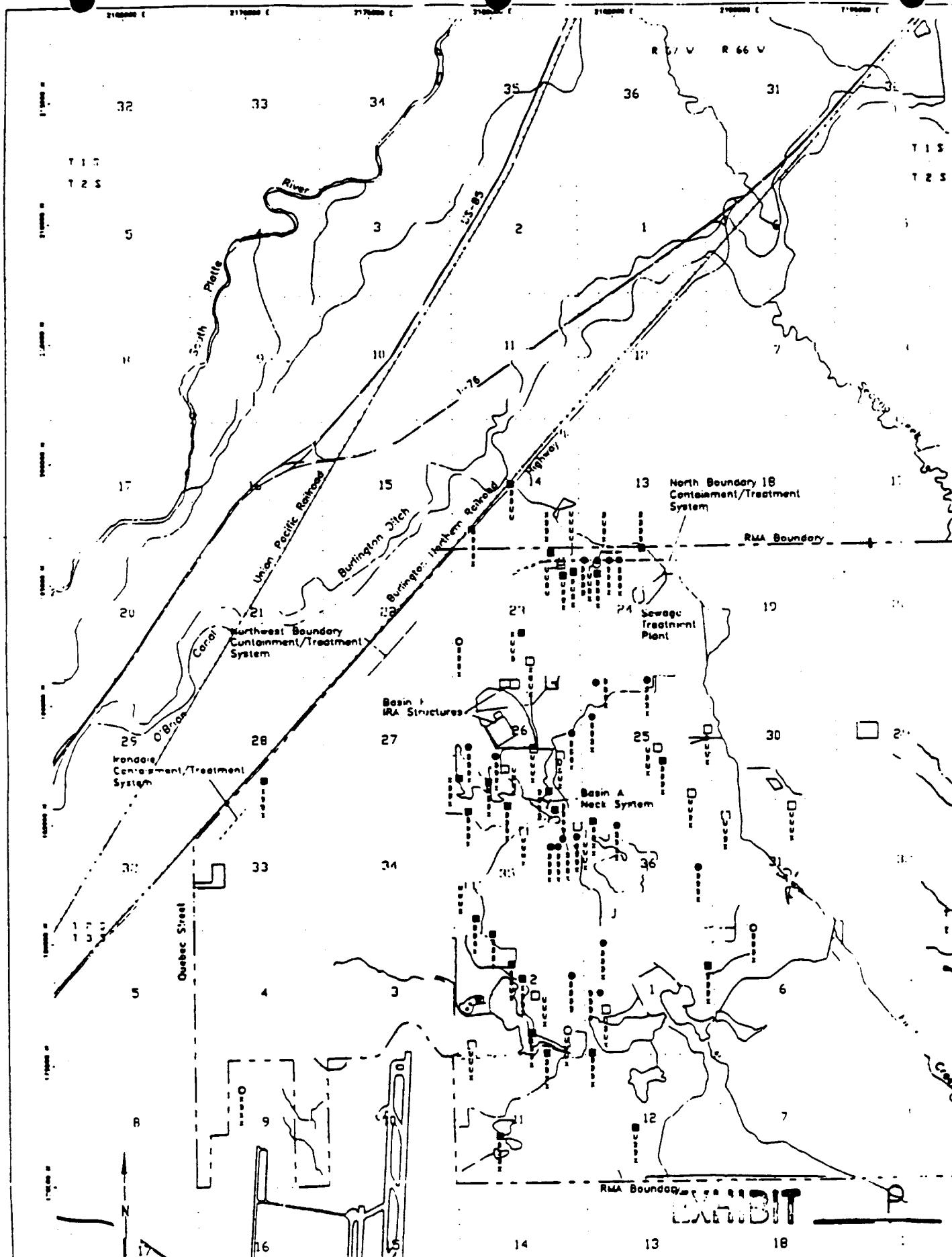
EBASCO SERVICES INCORPORATED
APPLIED ENVIRONMENTAL, INC.
CH2M HILL DATACHEM, INC.
R.L. STOLLAR AND ASSOCIATES

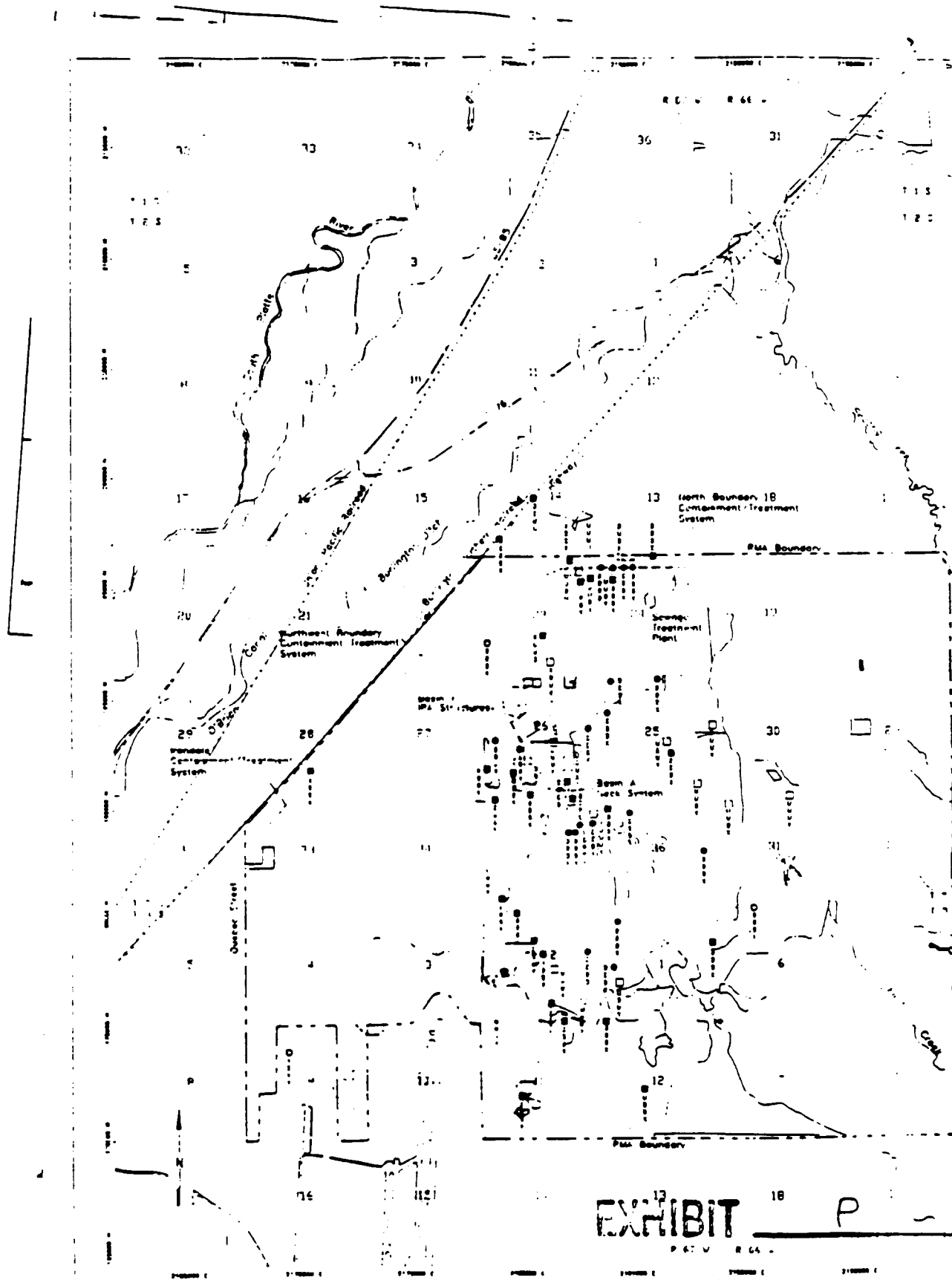
PREPARED FOR:

U.S. ARMY PROGRAM MANAGER'S OFFICE FOR
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EXHIBIT 0





EXPLANATION

- Average Annual Upward Vertical Gradient
- Unconfined Confined Well Cluster
- Unconfined Alluvial/Unconfined Denver Formation Well Cluster
- Average Annual Downward Vertical Gradient
- Unconfined Confined Well Cluster
- Unconfined Alluvial/Unconfined Denver Formation Well Cluster

- Cluster 1 to 10
- Cluster 11 to 20
- Cluster 21 to 30
- Cluster 31 to 36

- Vertical Gradient
- Horizontal Gradient
- Assumed

EXHIBIT 18

Prepared for
 Program Manager for
 Rock, Mountain, Arsenal
 Commerce City, Colorado
 Prepared by
 Pacific Western Technology, Inc.
 Figure 14
 Approximate Vertical Gradient
 Direction of Cluster Sites
 October 1, 1991 to
 September 30, 1992

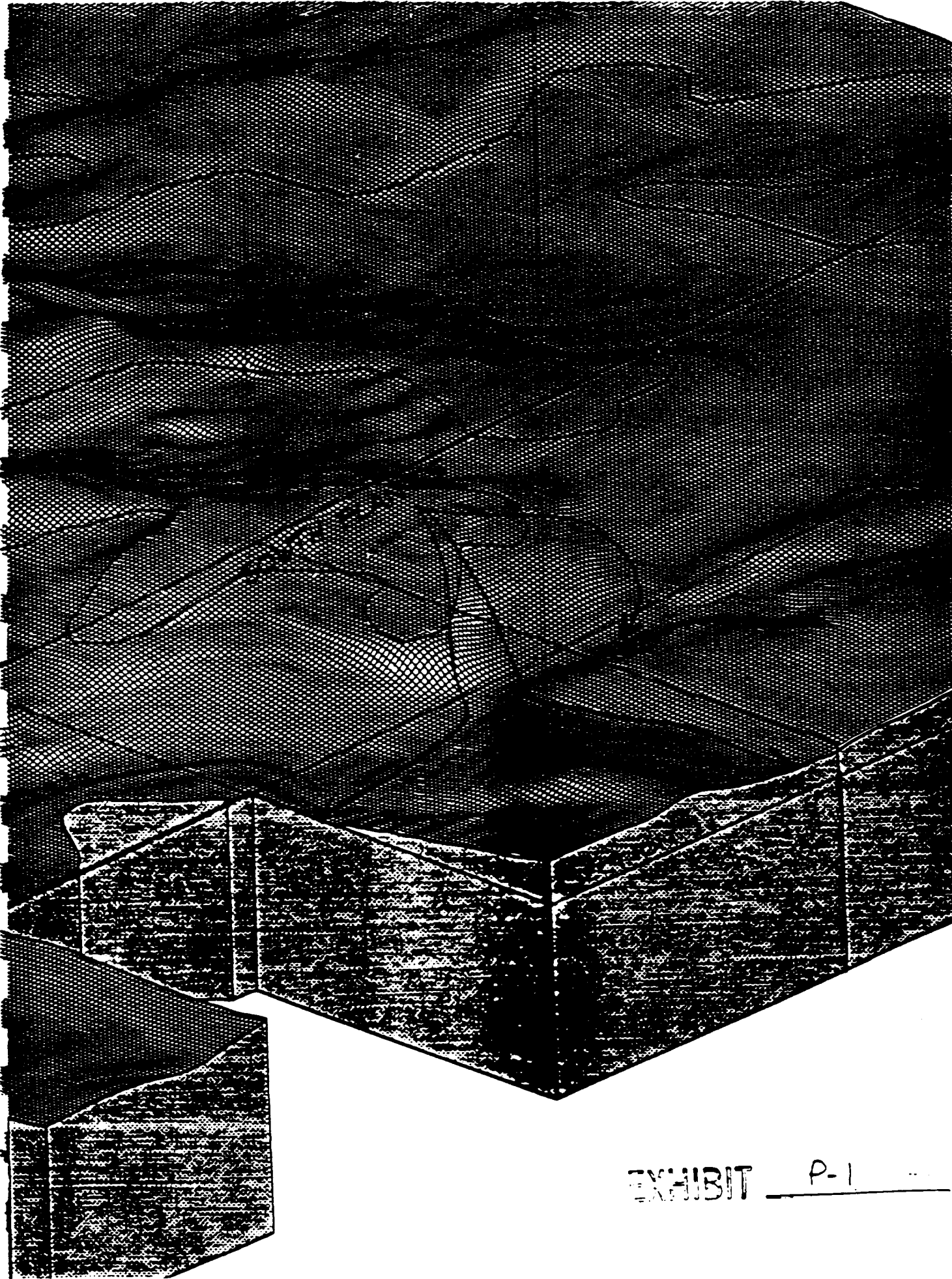
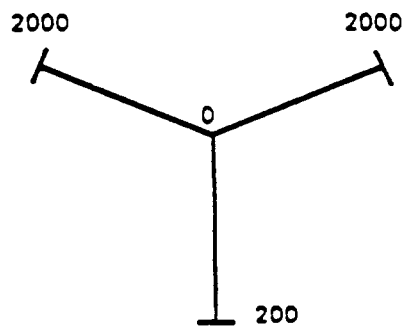


EXHIBIT P-1



Scale In Feet



Scale In Feet

Vertical Exaggeration 10X

Prepared for:

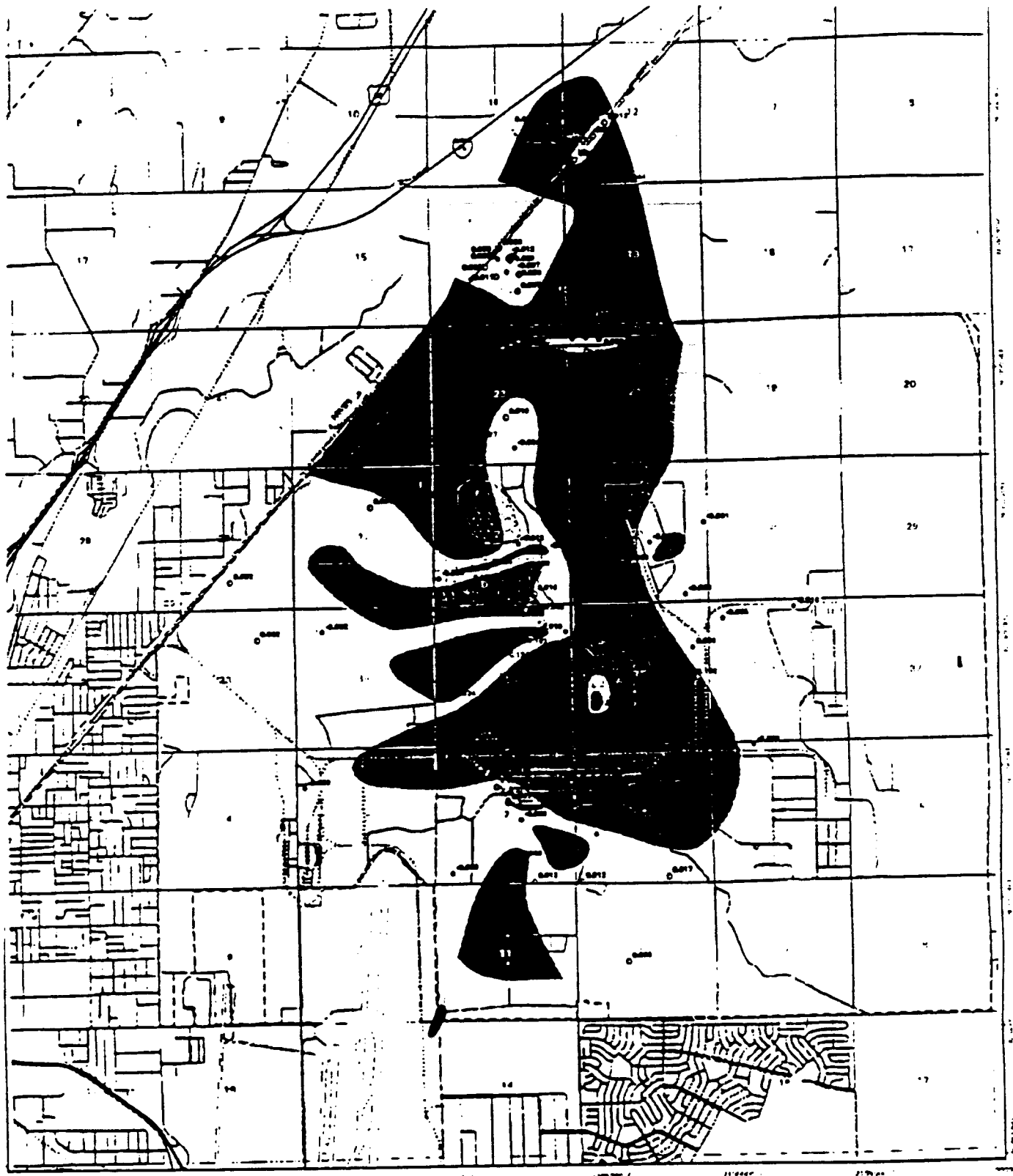
Program Manager for
Rocky Mountain Arsenal
Contamination Cleanup

PLATE 5.6 - 1

Integrated Soil and Groundwater
Contaminant Distribution

Rocky Mountain Arsenal

Prepared by: Ebasco Services Incorporated



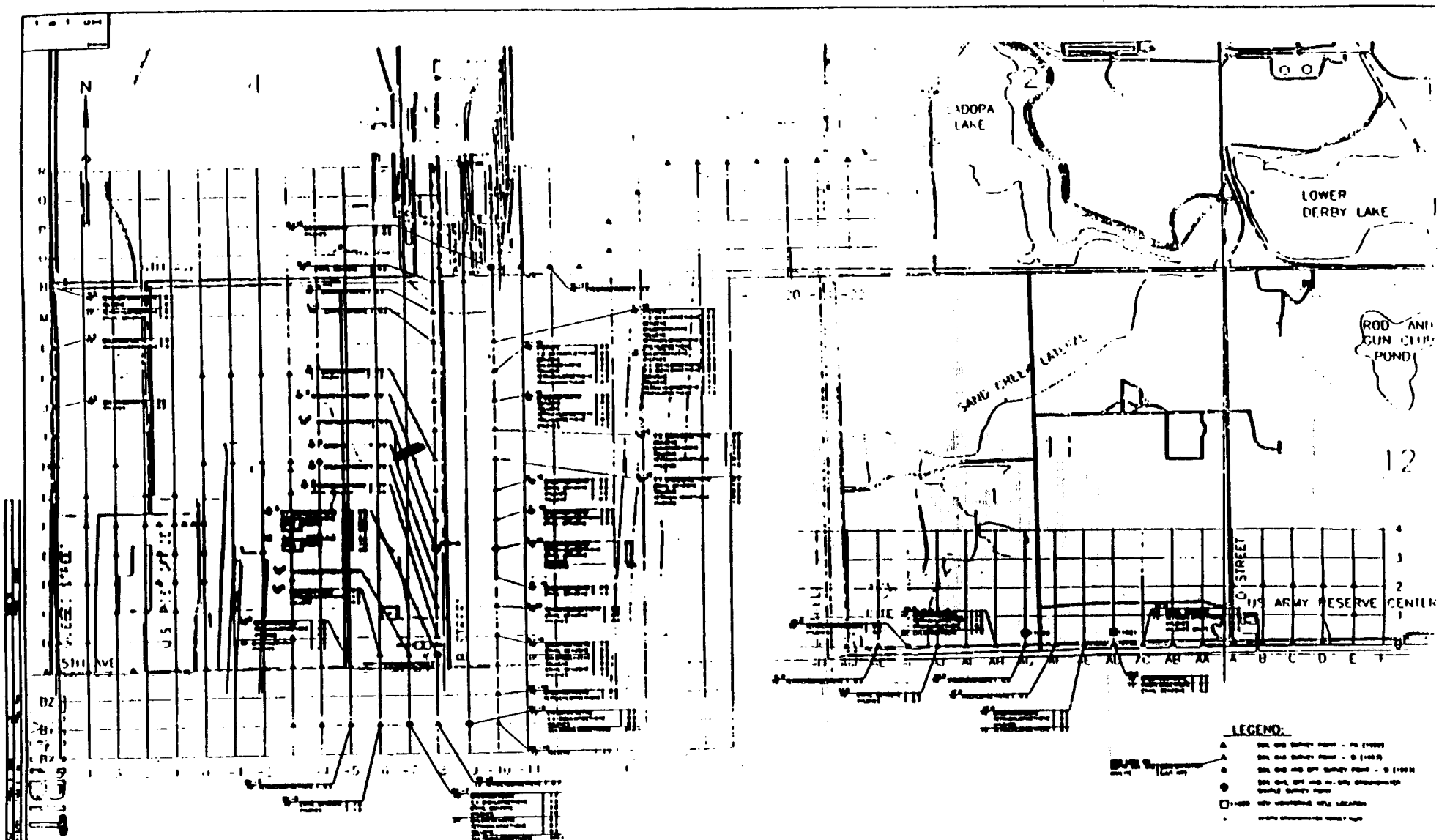
Explanation			
Vertical Gradients		Confinement system	
	> 0.02 ft/ft down		Passive trench barrier wall
	0.02 ft/ft down to 0.02 ft/ft up		Hydraulic barrier physical barrier
	> 0.02 ft/ft up		North Boundary System
	Interpretation line (dashed where inferred)		Northwest Boundary System
Vertical gradients are calculated between an unconfined flow overlying well and the shallowest confined flow overlying well within 50 feet			Grandis Confinement System
	Armed boundary		Pest Creek Pathway System
	Section line		Northern Pathway System
	Section number		Basin A Head System
	Well cluster and gradient, downward gradient		
	Well cluster and gradient, upward gradient		

Prepared for:
Program Manager for
Rocky Mountain Arsenal
Commerce City, Colorado

Prepared by:
Harding Lawson Associates

Figure 4.16
Generalized Vertical Gradient
Contour Map,
Water Year 1993

GWAR FY93



Woodward-Clyde
Federal Services

Station Point 8, July 1988
1000' Gas and GWT Survey
Point Location Map

SCALE 1 INCH = 100 FEET

ROCKY MOUNTAIN ARSENAL, COMMERCE CITY, COLORADO

**SI 531 GAS SURVEY AND IN-SITU
GROUNDWATER DETECTED ANALYTE
RESULTS FOR RMA LEASED
AND TRANSFERRED LANDS**

FIG. 4-1
SHEET 1 OF 1

Modified Preliminary Assessment
Site Investig. Report
Leased & Transferred RMA
Facilities & Land

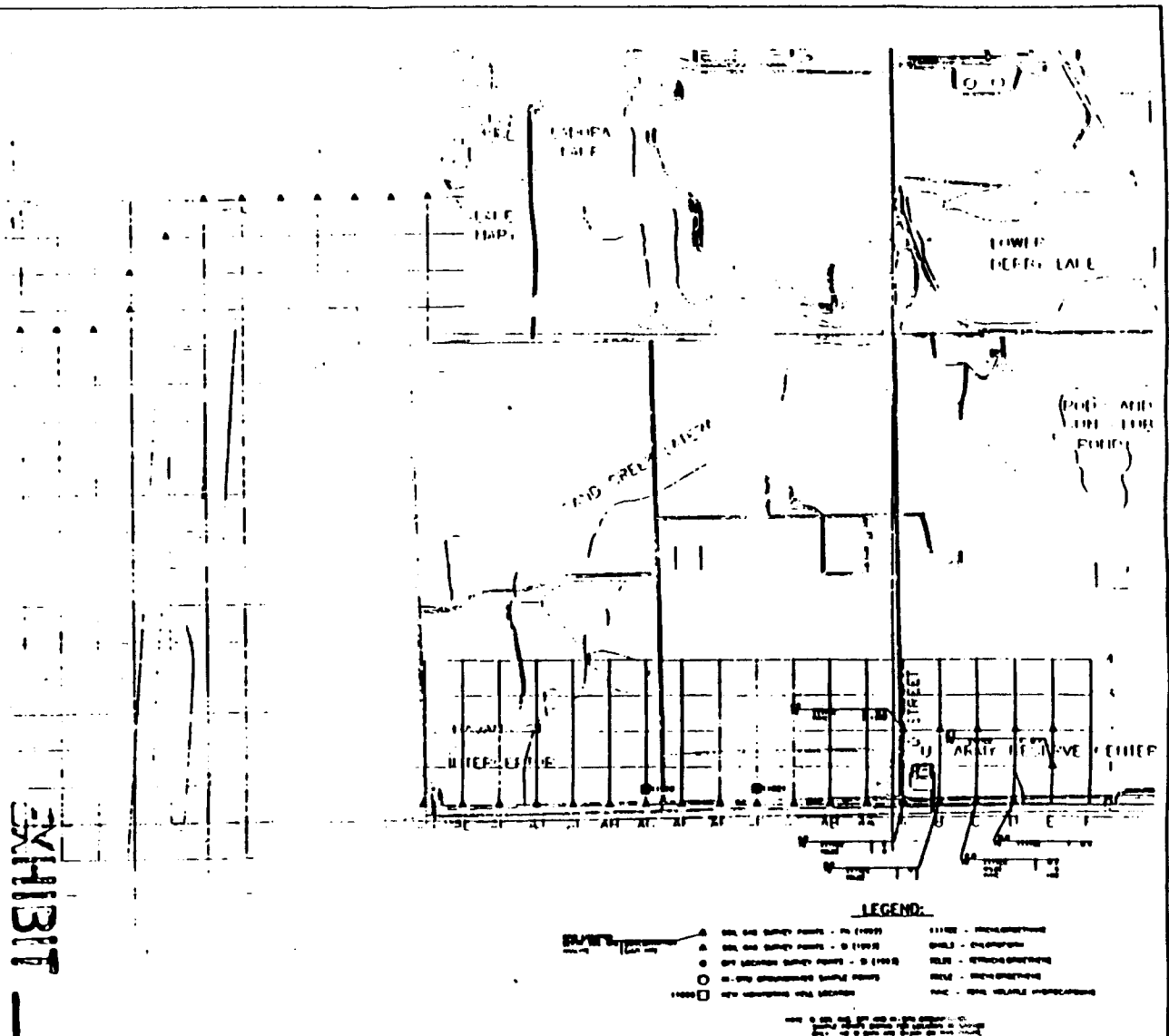
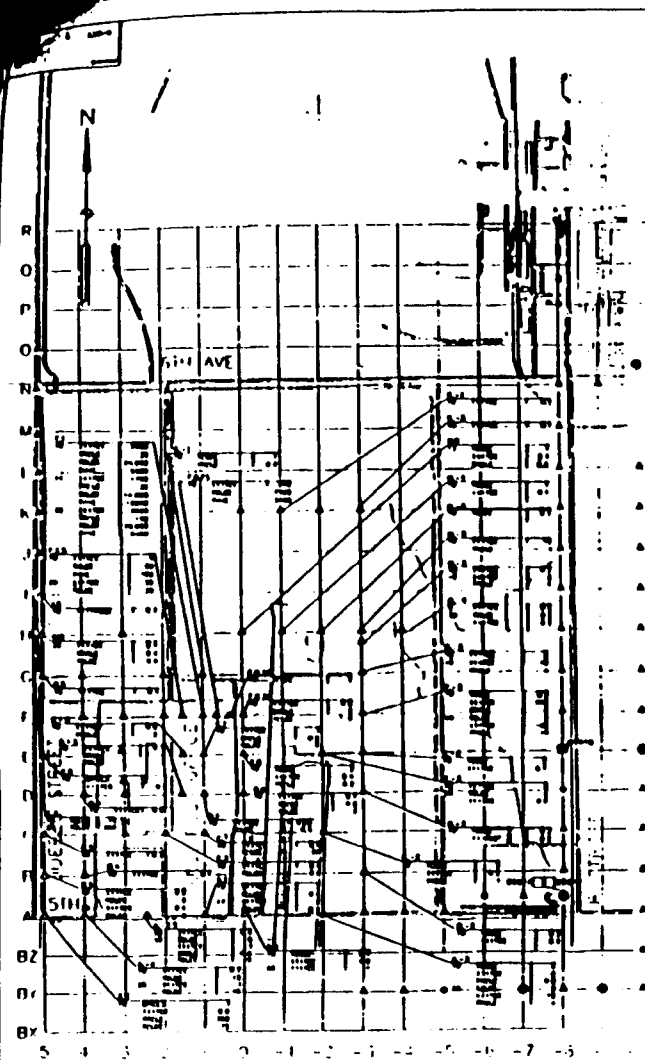
Vol. 1

Oct 1994

Final Version

by Woodward-Clyde
Consultants

EXHIBIT R



Modified Preliminary Assessment
Site Investig. Report
Leased & Transferred RMA
Facilities & Land

Vol. 2

Oct 1994

Final Version

by Woodward-Clyde
Consultants

EXHIBIT R-1

October 13, 1995

Mr. John Yelenick
3650 South Dahlia
Denver, CO 80237-1002

Dear Mr. Yelenick:

Thank you for discussing your project at the Rocky Mountain Arsenal (RMA) with me in July. At the time, I was interested in pursuing a cooperative agreement for the Bureau of Mines to utilize the RMA site for our research in geophysical characterization of contaminated mine and mill sites. A preliminary assessment of the RMA, and review of the data available for the area in sections 11 and 12 south of the South Plant indicated that a fairly complex hydrologic regime exists in the area, and that there is a high probability that contamination is escaping the RMA boundary in a southerly direction. This conclusion is drawn based on the following documented information you provided:

1. Contamination in the area of the South Plant increased significantly from the period 1979-1983 to the period 1988-1989, even though the plant was inactive.
2. Disposal ponds at the South Plant are unlined, resting on permeable alluvium at groundwater level in the unconfined aquifer.
3. Contaminants were detected and theorized into sections 11 and 12 in 1989, and more recently at the southern boundary of the RMA.
4. A plume to the southwest of South Plant is documented, in addition to the groundwater "mound" existing under South Plant which causes radial flow in all directions.
5. While most sampling of soils and groundwater have been in the upper unconfined aquifer, contamination has also been found in the "A" sand beneath the South Plant central processing area.
6. Paleochannels of permeable sand occurring in the area are not well defined, and may be influencing groundwater flow, as well as the connectivity of the upper and lower aquifers. The aquitard above the "confined" aquifer may have been scoured allowing communication between the upper and lower aquifers.
7. Indications from recent studies (1994) indicate that ground-water flow occurs over channel divides (ridges) and through the lower Denver aquifer as well.
8. As recently as March of this year, the limited well coverage was insufficient to evaluate flow within the confined aquifer.

EXHIBIT 5

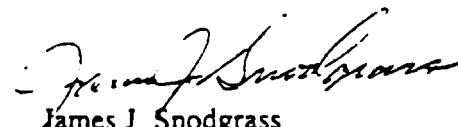
As I indicated to you in our discussions, my work for the Bureau of Mines has applied non-destructive surface geophysical surveys to map the ground-water channeling at mine waste sites. I have discussed the relevant aspects of the RMA mentioned above with hydrologists and geologists at the Denver Research Center of the Bureau of Mines who concur that there is a high potential for contamination of groundwater off the south boundary of RMA from sources in the South Plant Area. Since the Federal Facility Agreement requires that groundwater quality at the RMA boundary must be protective of off-post receptors, it is recommended that the area south of the South Plant in sections 11 and 12 be evaluated to determine the source of contaminants measured at the southern boundary in the unconfined aquifer. The deeper confined aquifer in the Denver formation should also be sampled to determine if, and to what extent the two aquifers are in communication and whether contaminants are escaping the RMA in the lower ground-water system.

I would recommend an integrated geophysical survey in sections 11 and 12 similar to the work performed by John Nicholl, Jr. and Kathryn Cain (Proceedings, SAGEEP '92, v.1) in the Northwest Boundary Containment System. Interpretation of such surveys will provide a better model of the subsurface geohydrologic regime and determine the best locations for monitoring wells to intercept possible ground-water migratory pathways.

You may not be aware that my agency has been abolished and is scheduled for closure within 90 days from October 1. This is unfortunate since I feel that we had some unique resources to use in a geophysical characterization project such as yours; however, a cooperative effort is not feasible with the Bureau of Mines at this time. I would be happy to discuss or elaborate on my recommendations for additional characterization of migratory ground-water pathways at RMA.

Please feel free to call me at 236-0777 x691.

Sincerely,


James J. Snodgrass
Geophysicist
11671 W. Asbury Pl.
Lakewood, CO 80228

EXHIBIT

S. —

James J. Snodgrass
Environmental Geophysicist

11671 W. Asbury Place

Lakewood, CO 80228

Daytime: (303) 236-0777 x691 Evening: (303) 986-1868

Objective

Position as Geophysicist or Consultant in an organization responsible for environmental site characterization and remediation planning.

Career Summary

My most recent efforts for the US Bureau of Mines developed near-surface geophysical methods to characterize abandoned mine wastes for remediation planning. I completed the required OSHA training for hazardous waste workers; consequently, my specific area of interest and expertise is the interpretation of hydrologic and geologic conditions at contaminated sites. Prior experience with the US Bureau of Mines entailed management of projects to develop and apply geophysical methods for mineral exploration, and for remote detection of geologic hazards. After graduation and command service in the Corp of Engineers, I entered private industry as a geophysicist with a seismic exploration contractor, attaining the position of Assistant Party Chief on a seismic crew, and enhancing my qualifications to conduct theoretical and applied research.

Experience

Geophysicist- June, 1974 to Present

US Bureau of Mines, Denver Research Center

- ◆ Principle Investigator for the project "Geophysical Methods to Characterize Minerals-Related Hazardous Waste Sites."
- ◆ Conceived, planned, and conducted research and applications for development of geophysical methods to characterize mine wastes.
- ◆ Interpreted geologic and hydrologic parameters for successful long-term remediation projects.
- ◆ Developed and demonstrated integrated geophysical approach to effect cost-efficient drilling and sampling programs.

- ◆ Developed theoretical and physical models to interpret guided wave propagation in coal seams.
- ◆ Developed a mine-transportable digital data acquisition system to implement seismic surveys in underground coal mines.
- ◆ Developed and demonstrated use of shear-wave sources and detectors for coal mine

seismic surveys.

- ◆ Established feasibility of in-seam seismic methods at operating underground coal mines.
- ◆ Developed and demonstrated a borehole radar probe to remotely locate faults.
- ◆ Developed a cross-borehole seismic system for application to coal exploration.
- ◆ Planned and coordinated field studies to demonstrate mining applications of borehole geophysical techniques.

Geophysicist- October, 1970 to June, 1974

US Bureau of Mines, Twin Cities Research Center

- ◆ Designed and implemented studies to determine seismic effects of underground mine blasting.
- ◆ Recorded ground vibrations from underground blasting; reduced and analysed data to correlate blasting parameters with experimental results.

Temporary Assistant- June, 1970 to October, 1970

US Bureau of Mines, Intermountain Field Operations Center

- ◆ Conducted mineral investigations in wilderness and primitive areas, including mapping, sampling, and records search and documentation.

Assistant Party Chief- January, 1967 to May, 1970

Geophysical Service, Inc.

- ◆ Established data quality assurance, determined processing parameters, and interpreted seismic surveys for oil exploration.

Combat Engineer Small Unit Commander- October, 1963 to October, 1966

- ◆ Platoon Leader and Company Commander of units responsible for engineering construction and support.

Education

Colorado School of Mines

B.S. - Geophysical Engineer

Other Qualifications

1990- OSHA-required 40-hour training for hazardous waste workers

EXHIBIT S

Publications

1. Snodgrass, J.J. and C.M. Lepper, 1993, Geophysical Characterization of Mineral Waste Sites. Proc. 15th Ann. Mtg. Assoc. of Abandoned Mine Lands Programs, Jackson, WY.
2. Snodgrass, J.J., and D.L. Boreck, 1993, Rock Mass Characterization using Geophysics for Stope Leaching. Proc. SAGEEP, San Diego, CA.
3. Snodgrass, J.J., 1989, Sonic Full-Waveform Applications to Stress Evaluation in Coal Mines. Proc. 3d Int. Symp. on Borehole Geophysics, Las Vegas, NV.
4. Snodgrass, J.J. and Newman, D.A., 1985, An In Situ Technique for the Assessment of Failure in Coal Pillars. Proc. 26th US Symp. on Rock Mech., Rapid City, SD.
5. Snodgrass, J.J., 1985, In-Seam Seismic Surveys Using Controlled-Waveform Source Transducers. Mining Engineering, SME-AIME, April.
6. _____, 1984, In-Seam Seismic Surveys Using Controlled-Waveform Source Transducers. SME-AIME Preprint No. 84-420.
7. Leckenby, R.J., and J.J. Snodgrass, 1984, In-Seam Geophysical Techniques for Coal Mine Hazard Detection. In Mine Ground Control, Bureau of Mines Information Circular 8973.
8. Snodgrass, J.J., and S.A. Suhler, 1983, In Situ Electromagnetic Probing of Coal Seams. SME-AIME Preprint No. 83-356.
9. Snodgrass, J.J., 1982, A New Sonic Velocity Logging Technique and Results in Near-Surface Sediments of Northeastern New Mexico. Bureau of Mines Technical Progress Report 117.
10. Snodgrass J.J., 1981, Dry Sonic Probe for Logging Coal and Roof Properties. Bureau of Mines Technology News No. 114.
11. Snodgrass J.J., 1981, Development of an Engineering Model Borehole Radar System for Void and Fault Detection. Proc. Symp. on Tunnel Detection, Colorado School of Mines, Golden CO.
12. Snodgrass, J.J., 1976, Calibration Models for Geophysical Borehole Logging. Bureau of Mines Report of Investigations 8148.
13. Snodgrass, J.J., and D.E. Siskind, 1974, Vibrations from Underground Blasting. Bureau of Mines Report of Investigations 7937.
14. Snodgrass, J.J., and D.E. Siskind, 1974, Bureau of Mines Research on Vibrations from Underground Blasting. Proc. 2d Rapid Excavation and Tunneling Conference, San Francisco, CA.

EXHIBIT

S

15. Condon, J.L., and J.J. Snodgrass, 1974. Effects of Primer Type and Borehole Diameter on AN-FO Detonation Velocities. Mining Congress Journal.
16. Siskind, D.E., J.J. Snodgrass, R.A. Dick, and J.N. Quiring, 1973. Mine Roof Vibrations from Underground Blasts, Pilot Knob, Mo. Bureau of Mines Report of Investigations 7764.

EXHIBIT S



DEPARTMENT OF THE ARMY
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL
COMMERCE CITY, COLORADO 80221-1745



June 11, 1996

REPLY TO
ATTENTION OF

Office of the Program Manager

Mr. John J. Yelenick
3650 South Dahlia
Denver, Colorado 80237-1002

Dear Mr. Yelenick:

Thank you for your comments on the Rocky Mountain Arsenal (RMA) On-Post Proposed Plan. Public input is an important component of the remediation process, and your participation helps maintain the dialogue between the U.S. Army and the public.

In response to your letter of December 12, 1995, regarding an alternative water supply, the Army and Shell Oil Company have reached an Agreement in Principle, enclosed with these responses, with South Adams County Water and Sanitation District (SACWSD) that includes payment of \$48.8 million to SACWSD and requires that SACWSD supply water to well owners within the diisopropyl methylphosphonate (DIMP, an RMA byproduct) plume footprint by January 1999. Connection of any future well owners to the SACWSD water supply requires that the DIMP level in their water source be above the state standard. No exposure pathways to DIMP other than drinking water have been identified as a concern to human health. In addition, the Agreement in Principle requires SACWSD to provide 4,000 acre-feet of water to Commerce City and the Henderson area by 2004. The parties involved in the water negotiations believe that the settlement is fair and will permit SACWSD to secure an adequate water supply to satisfy Commerce City's and Henderson's water needs. If you have any further questions regarding the water supply, please contact

Mr. Tim Kilgannon of this office at 303-289-0259 or Mr. Larry Ford of SACWSD at 303-288-2646

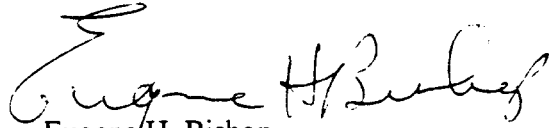
Responses to your comments in your letter of December 13, 1995, are enclosed.

Readiness is our Profession

-2-

If you have any additional questions or concerns regarding the RMA On-Post Proposed Plan, please direct them to Mr. Brian Anderson of this office at 303-289-0248. Thank you again for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Eugene H. Bishop". The signature is fluid and cursive, with the first name "Eugene" being more prominent and the last name "Bishop" following in a similar style. The initials "H." are visible between the first and last names.

Eugene H. Bishop
Colonel, U.S. Army
Program Manager

Enclosures

Copies Furnished:

Captain Thomas Cook, Litigation Attorney, Rocky Mountain Arsenal
Building 111, Commerce City, Colorado 80022-1748
Mr. Robert Foster, U.S. Department of Justice, 999-18th Street,
Suite 945, North Tower, Denver, Colorado 80202
Program Manager Rocky Mountain Arsenal, Attn: AMCPM-RMI-D, Document Tracking
Center, Commerce City, Colorado 80022-1748

RESPONSES TO COMMENTS BY MR. JOHN J. YELENICK ON THE ROCKY MOUNTAIN ARSENAL ON-POST PROPOSED PLAN

The Army appreciates your level of interest and effort in commenting on the On-Post Proposed Plan for RMA. The regional flow of groundwater, both in the shallow (unconfined) and deeper (confined) flow systems is from southeast to northwest. The volume of shallow groundwater flow crossing the southern boundary of RMA and flowing on-post is approximately 2,000 gallons per minute (gpm). The central part of RMA, including South Plants, is a topographically and hydrologically high area where all of the shallow groundwater flow is derived from within the central area and feeds into this regional flow. Within the central sections of RMA (i.e., 1, 2, 25, 26, 35, and 36) the total amount of groundwater flow is less than 50 gpm. The South Plants groundwater mound is a result of recharge on the topographic high in the bedrock. Groundwater flow associated with the South Plants mound is only about 10 to 20 gpm. Of this flow, only about 10 gpm flows south within Sections 1 and 2. This southward flow mixes with the much higher regional flow in the vicinity of the South Lakes and then flows toward the west and northwest boundaries.

Many statements made in your comments are correct and have been reported in whole or in part in previous reports prepared by the Army and Shell. However, due to several omissions in your conceptual model for groundwater flow, the final conclusion that groundwater flows off Rocky Mountain Arsenal to the south is incorrect.

For ease of comparing this response to your December 13, 1995, letter, the following responses reference the applicable page and paragraph of your letter.

Page 1, last paragraph: The comment has misstated the definition of high, low, and uncontaminated site types as discussed in the RMA On-Post Detailed Analysis of Alternatives and the Proposed Plan. High priority sites are those that had an established record of groundwater contamination beneath or near the site and that had few records concerning soil contamination. In these cases, groundwater had already been contaminated, and additional testing was necessary to learn more about the contamination source. Low priority sites had no records of either soil or groundwater contamination, due to lack of study, but were considered potentially contaminated based on records of spills and/or waste disposal at the site. Uncontaminated sites were those that could possibly have been contaminated due to their physical nature but for which preliminary investigation revealed no reason to suspect contamination. The uncontaminated designation was not dependent upon whether a responsible party could be identified.

Page 2, first paragraph: As a general rule, soil samples were collected from above the water table regardless of the site type designation. The sampling approach was developed by geologic, chemical and other environmental experts from around the United States. Samples were not generally taken from below the water table because it would be difficult to distinguish between soil and groundwater contamination by using this approach. For sites where wastes were disposed below the water table (e.g., burial trenches in Section 36), soil samples were collected

from the saturated zone. The relationship between the amount of contaminants present in groundwater, pore water, and aquifer soils was studied in a special investigation. The results of the study were used to assess potential contaminant pathways and transport mechanisms.

All sites were investigated regardless of their site type designation as high, low, or uncontaminated. The designation was used to compute a grid spacing or boring density for each site.

Page 2, third paragraph: The southerly flow of groundwater as shown on your Exhibit F terminates in the vicinity of Lower Derby Lake and Lake Ladora. The reason for this termination is discussed below in the response to **Page 4, first paragraph**.

Page 2, fifth paragraph: Your Exhibit J delineates potentially contaminated soil in the lake areas. It is not clear from your comment how you believe the lake sediment contamination is related to the contaminant levels present in groundwater upgradient in the South Plants Central Processing Area. No groundwater plumes associated with the lakes or excavated lake sediments have been detected. For clarification, the South Plants Central Processing Area is located in the northwest corner of Section 1, and it is beneath this area that elevated concentrations of contaminants occur in the groundwater (as you note in your comment). It is also in this area where groundwater contaminants have been detected in the A sand in the Denver Formation.

Page 2, sixth paragraph: There is no uninterrupted sequence of thick saturated alluvium that forms a pathway between the South Plants and the southern lakes, as you suggest. Saturated portions of the alluvium comprise a portion of the unconfined aquifer in the South Plants area. The weathered portion of the Denver Formation is also part of the unconfined aquifer. In some portions of the South Plants, the alluvial cover is very thin or has been removed. In many areas of South Plants, the alluvium is unsaturated; that is, the water table is below the bottom of the alluvium, and the groundwater flows at very slow rates within the Denver Formation.

Page 2, seventh paragraph: As a clarification to your comment, the permeability of the lake bottom affects the interchange between the surface water and the unconfined aquifer rather than the interchange between the unconfined and confined aquifers.

Page 3, first paragraph: The Army agrees that various estimates of the volume of contaminated soils have been computed for all source areas. This has largely been due to using different "depths of contamination" as the basis for the estimates (e.g., 5 feet, 10 feet, 15 feet). Regardless of the contaminant volume estimates for South Plants, however, this area has always been considered a source of groundwater contamination by scientists investigating RMA.

The preferred remedy of landfilling and covering/capping materials in the South Plants addresses all of the contamination of concern in the area. The volume of soil addressed by the remedy can be presented differently depending on the depth used for calculating the volume to be covered/capped.

Page 3, second paragraph: The lakes receive water from irrigation flows, surface runoff as a result of precipitation, and groundwater discharge. The lakes also recharge the unconfined aquifer. Some lake water evaporates. Chemical analyses of lake water have shown that the lake water is uncontaminated. Therefore, leakage of water from the lakes contributes clean water to the unconfined aquifer. The lake sediments became contaminated because certain compounds adhered to soil particles in South Plants that were washed into the lakes during rainstorms. Because these compounds adhere to the sediments, it is unlikely that contamination in these sediments will create groundwater plumes.

Page 3, fourth paragraph: The southerly groundwater flow has been well-established in numerous reports prepared by the Army. This pathway stops in the vicinity of the lakes. Please see the response to **Page 4, first paragraph**, below. Your Exhibit L shows the area where the A sand subcrops to the alluvium, which is approximately one-quarter to one-half mile north of the South Plants.

Page 3, fifth paragraph: Alluvial deposits with thicknesses of slightly more than 100 feet are present south of the lakes. The 130-foot-thick deposits to which you refer are in the Irondale Channel on the west RMA border. The saturated thickness of the alluvial deposits is slightly more than 60 feet in some areas of the southern sections of RMA. It is true that groundwater flow is not always restricted by buried channels, or paleochannels, and that groundwater may flow over channel divides; therefore, the water table elevations give the most accurate picture of groundwater flow direction.

Page 3, last paragraph: Groundwater flows from points of higher elevation or hydraulic pressure to points of lower elevation or hydraulic pressure, which is often called hydraulic head. The hydraulic gradient is the difference in head (or elevation) between two points, divided by the distance between the two points. As you suggest in your comment, the hydraulic gradient must be evaluated by hydrogeologists as a three-dimensional problem. Long-term monitoring has shown that contamination in the confined Denver Formation is restricted to the major source areas and underlies contaminated unconfined groundwater plumes. Because it is difficult to install a deep well through shallow contaminated zones, some of the contamination in the Denver Formation was introduced when wells were installed. This contamination is low in concentration and very limited in extent. There is no evidence of contaminant plumes in the confined flow system. Contaminant studies in one of the most permeable Denver Formation units (the A sand) that lies beneath a large source (South Plants) have shown that, even in this unit, contamination is localized and is not widespread.

Page 3, last paragraph, last sentence: The exchange of water between the unconfined and confined aquifers has been studied and numerically (computer) modeled numerous times during the past ten years. Throughout many areas of RMA, groundwater from the unconfined aquifer recharges the confined aquifer through vertical leakage. There is no evidence of lateral migration of contamination in the confined aquifer. Even if this were to occur, the strata of the Denver Formation are slightly dipping to the southeast so that as one travels from the southern portions

of RMA toward the Platte River, older and lower sections of the geologic column are crossed. Because the bedrock erosional surface drops toward the Platte River, it cross-cuts the Denver Formation, exposing successively deeper and deeper levels of the Denver Formation to the base of the alluvium. The result is that water in a permeable Denver zone eventually discharges into the alluvium on its way to the Platte River. For example, water in the A sand occurs at a depth of about 80 feet beneath the South Plants. This water discharges to the alluvium in Section 36 in the A sand subcrop area, which is located approximately one-quarter mile north of South Plants (see your Exhibit L).

Page 4, first and second paragraphs: This paragraph describes aquifer thickness, vertical gradients, regional hydraulic gradient, and the slope of the bedrock surface. Although you do not state how these features affect groundwater flow, it appears that this was your intent. Therefore, some of the concepts that pertain to these features are summarized below.

- Aquifer Thickness: A thicker aquifer can transmit more water than a thin aquifer can if the hydraulic gradients and the permeabilities of the thick and thin aquifers are the same. Hydraulic gradients are lower in areas where the aquifer is thick and higher where the aquifer is thin. Considering hydraulic gradient as the "driving force" behind groundwater flow, it takes more driving force to push an equal amount of water through a thin aquifer than through a thick aquifer. Variations in the aquifer thickness cause local changes in the groundwater flow directions, but groundwater cannot flow upgradient.
- Vertical Gradient: Vertical gradient data indicate whether groundwater is moving upward or downward in addition to its regional flow direction, such as toward the South Platte River. Downward gradients predominate in areas of groundwater recharge, and upward gradients indicate areas of groundwater discharge.

If a well was installed in the South Platte River, it would show an upward gradient, indicating that groundwater was feeding or recharging the river. It is because of this groundwater discharge that the river can flow even during dry periods with little or no rain.

- Regional Hydraulic Gradient: The elevation of the water table in the southeast corner of RMA is approximately 5300 feet above mean sea level (ft M.S.L.), and the elevation of the water table at the South Platte River is approximately 5000 ft M.S.L. Therefore, groundwater flows "downhill" from the southeast corner of RMA toward the South Platte River. Superimposed on the regional gradient is a groundwater mound in the South Plants. The mound is created by leaking pipes and increased recharge from unlined ditches and ponded areas, and may also be the result of natural variations in the permeability of the alluvium and bedrock in the area. Groundwater in the area of the mound flows radially out from the mound in all directions. A groundwater divide has been created at the confluence of the regional flow system and the mound. As a result, groundwater entering RMA from the southeast is forced to turn either east or west around

the South Plants area. Water flowing south from the mound area is forced to change direction and join the regional flow system. The groundwater flow direction in the confined Denver Formation is also to the northwest toward the South Platte River.

- **Bedrock Slope:** The sloping surface of the bedrock forms the bottom of the alluvial aquifer. Groundwater flow directions are determined by the slope of the groundwater table (top of the aquifer) and not by the slope of the base of the aquifer. As stated above, the thickness of the aquifer, which is controlled in some areas by the topography of the bedrock surface, can locally alter the groundwater flow direction. However, variations in the bedrock surface do not turn groundwater around to flow uphill against the regional gradient.

Because of the factors reviewed above, it is clear that groundwater cannot flow upgradient (southward) from the southern boundary of RMA. Groundwater flow southward from RMA is physically impossible.

Page 4, third through fifth paragraphs: The Army understands your concerns about the health of residents in neighboring communities regardless of whether the contamination is ensuing from RMA. The effects on human health of many of the compounds produced at RMA have been studied for many years, and this information is available at the Joint Administrative Record Document Facility (JARDF). Studies have been completed by the Agency for Toxic Substances and Disease Registry (ATSDR) independently and in conjunction with the Colorado Department of Public Health and Environment (CDPHE). These studies showed no conclusive health impact on the surrounding communities from RMA. Also, the final Public Health Assessment, produced by ATSDR, should be complete in the summer of 1996.

A Medical Monitoring Program for the communities surrounding RMA has also been identified as part of the On-Post Proposed Plan. The primary goals of the Medical Monitoring Program are to monitor any off-post impact on human health due to the RMA remediation. This Program will continue until the soil remediation is completed. A Medical Monitoring Advisory Group has been established to evaluate specific issues covered by the Medical Monitoring Program. The Group is composed of representatives of the Army, Shell Oil Company, the U.S. Environmental Protection Agency (EPA), CDPHE, Tri-County Health Department, ATSDR, the U.S. Fish and Wildlife Service (USFWS), Denver Health and Hospitals, and the Site-Specific Advisory Board. The Group also includes community representatives from the communities of Montbello, Commerce City, Henderson, Green Valley Ranch, and Denver. If you would like more information on the Medical Monitoring Program or wish to participate as part of the Medical Monitoring Advisory Group, please call Ms. Mary Seawell of CDPHE at 303-692-3327.

Page 4, sixth paragraph: The Army has collected and analyzed thousands of soil, water, air, structure, and biota samples during the past many years and believes it has adequately characterized the nature and extent of contamination at RMA.

Page 4, seventh and eighth paragraphs: The Army believes that the selected remedy is consistent with the policies and guidelines pertaining to environmental justice. The selected remedy is protective of human health and the environment.

AGREEMENT IN PRINCIPLE REGARDING A WATER SUPPLY BETWEEN
SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT (SACWSD),
THE ARMY AND SHELL OIL COMPANY

1. PAYMENT BY THE ARMY AND SHELL WILL BE IN THREE ANNUAL
INSTALLMENTS, \$16 MILLION, \$16 MILLION, AND \$16.8 MILLION. THE FIRST
PAYMENT TO BE MADE WITHIN 90 DAYS OF 1 OCTOBER 1996. SUBJECT TO
THE AVAILABILITY OF FUNDS.

2. PAYMENT OF THE ABOVE SUM IS CONDITIONED ON ADHERENCE TO THE
FOLLOWING TERMS. OTHER TERMS AND CONDITIONS WILL BE THE
SUBJECT OF FURTHER NEGOTIATION.

A. PAYMENTS WILL BE HELD IN TRUST FOR SACWSD. TRUSTEE TO
BE CHOSEN BY THE ARMY & SHELL WITH SACWSD CONCURRENCE. ANY
INTEREST THAT ACCRUES MUST BE RETURNED TO THE ARMY AND SHELL.

B. SACWSD MUST HOOK UP OWNERS OF DOMESTIC WELLS IN THE
DIMP FOOTPRINT WHO CONSENT TO BE INCLUDED IN THE SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT AND WHO CONSENT TO BE
HOOKED UP; AND SUCH HOOK UPS WILL BE COMPLETED NOT LATER THAN
THE 24TH MONTH AFTER THE DATE OF THE INITIAL PAYMENT FOR THOSE
WHO CONSENT BY THE 20TH MONTH AFTER THE INITIAL PAYMENT.
THOSE WHO REQUEST TO BE HOOKED UP AFTER THE 20TH MONTH WILL
BE HOOKED UP WITHIN A REASONABLE TIME. AS NOTED IN G, BELOW,
SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN 130
HOMES. SACWSD ALSO IS NOT RESPONSIBLE FOR EXTENDING THE MAIN
WATER DISTRIBUTION SYSTEM BEYOND THE DIMP FOOTPRINT AS
FINALLY DETERMINED IN THE ON-POST ROD. THE MAIN WATER
DISTRIBUTION SYSTEM FOR THE HENDERSON AREA (12" DIAMETER PIPE
SYSTEM) WILL BE COMPLETED BY THE 24TH MONTH AFTER THE INITIAL
PAYMENT. SACWSD WILL RECEIVE FROM THE TRUST ACCOUNT \$3,950 FOR
EACH HOME CONNECTED IN THE NEW SERVICE AREA AND \$2,265 FOR
EACH HOME CONNECTED IN THE OLD SERVICE AREA, UP TO A TOTAL OF
130 HOMES. ATTACHED IS THE MAP THAT SHOWS THE LATEST DIMP
PLUME WHICH IS TO BE UPDATED PRIOR TO THE FINALIZATION OF THE
ON-POST ROD.

C. SACWSD MUST CONTRACT FOR WATER RIGHTS OR SUPPLY BY
NOT LATER THAN SIX MONTHS AFTER THE DATE OF THE FINAL PAYMENT.

D. PAYMENTS FROM THE TRUST TO SACWSD MUST BE TIED
DIRECTLY TO THE ACQUISITION AND DELIVERY OF 4000 ACRE FEET OF

WATER AND THE HOOK UP OF WELL OWNERS IN THE HENDERSON AREA. ALL EXPENDITURES BY SACWSD PAID FROM THE TRUST ACCOUNT WILL BE SUBJECT TO AUDIT BY THE ARMY AND SHELL. UP TO \$43 MILLION MAY BE SPENT ACQUIRING AND DELIVERING THE 4000 ACRE FEET OF WATER AND UP TO \$4.65 MILLION MAY BE SPENT ON HOOK UPS IN THE HENDERSON AREA. THE REMAINING \$1.15 MILLION IS TO OFFSET INFLATION OR CONTINGENCIES. ANY EXPENDITURES CHALLENGED BY THE ARMY, SHELL, OR THE TRUSTEE WILL BE SUBMITTED TO THE ALTERNATIVE DISPUTE RESOLUTION (ADR) METHOD DESCRIBED IN E, BELOW.

E. AN INDEPENDENT QUALIFIED AGENT, WHO IS A SENIOR WATER RESOURCE EXPERT WITH EXPERIENCE IN ACQUIRING AND DELIVERING WATER, WILL BE SELECTED BY SACWSD, WITH THE CONCURRENCE OF THE ARMY AND SHELL, TO DIRECT THE SELECTION, ACQUISITION, AND IMPLEMENTATION OF A WATER SUPPLY ON BEHALF OF SACWSD THAT CAN BE OPERATIONAL BY 1 OCTOBER 2004. THE TERMS OF THE AGENCY WILL BE AGREED UPON SACWSD, THE ARMY AND SHELL. THE ARMY AND SHELL WILL CONCUR WITH THE DESIGN OF AND SUBSEQUENT BID PACKAGES FOR THE WATER DELIVERY SYSTEM. THE CONSTRUCTION FIRM OR FIRMS TO CONSTRUCT THE PROJECT OR PROJECTS WILL BE SELECTED BY COMPETITIVE BID BASED ON A SOLICITATION PROCESS CONCURRED IN BY THE ARMY AND SHELL. THE COSTS ASSOCIATED WITH IMPLEMENTING THIS SECTION WILL BE PAID FROM THE TRUST ACCOUNT. ANY DISAGREEMENT ARISING REGARDING THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO A FORM OF ADR CONSISTING OF SUBMISSION OF THE DISPUTE TO THREE WATER RESOURCE EXPERTS; ONE SELECTED BY THE ARMY AND SHELL; ONE SELECTED BY SACWSD; AND ONE SELECTED BY THE INDEPENDENT AGENT OR BY THE AGREEMENT OF THE TWO SIDES IF THERE IS NO INDEPENDENT AGENT. THE COST OF ADR WILL BE BORNE BY THE PARTIES WITH EACH SIDE PAYING FOR ITS EXPERT AND EACH SIDE PAYING 50% OF THE COST OF THE EXPERT FOR THE INDEPENDENT AGENT.

F. ALL FUNDS REMAINING IN THE TRUST ACCOUNT AT THE COMPLETION OF THE WATER PROJECT OR ON 1 OCTOBER 2004, WHICHEVER OCCURS FIRST, WILL REVERT TO THE ARMY AND SHELL. REVERSION INCLUDES ANY SAVINGS REALIZED BY SACWSD FROM COST SHARING PROJECTS WITH OTHER ENTITIES. REVERSION MAY BE DELAYED WHERE UNKNOWN OR UNEXPECTED CONDITIONS OR CIRCUMSTANCES PREVENT COMPLETION OF THE PROJECT BY 1 OCTOBER 2004. WHETHER, AND FOR HOW LONG, REVERSION SHOULD BE DELAYED WILL BE SUBJECT TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

G. SACWSD AGREES TO SATISFY THE OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 OF THE AGREEMENT ON A CONCEPTUAL REMEDY FOR THE CLEAN UP OF ROCKY MOUNTAIN ARSENAL. THE PAYMENTS TO SACWSD WILL CONSTITUTE COMPLETE SATISFACTION OF THE ARMY AND SHELL'S OBLIGATIONS CONTAINED IN ITEMS 16 AND 17 AND COMPLETE SATISFACTION OF ALL COSTS ASSOCIATED WITH THE TERMS AND CONDITIONS NECESSARY TO EXECUTE THESE OBLIGATIONS. ALL COSTS NECESSARY TO EXECUTE THE REQUIREMENTS OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED, WILL BE PAID OUT OF THE TRUST ACCOUNT. SACWSD WILL NOT BE RESPONSIBLE FOR MONITORING REQUIREMENTS TO BE PERFORMED BY THE ARMY AND SHELL IN ACCORDANCE WITH ITEM 17 AND SACWSD WILL NOT BE RESPONSIBLE FOR HOOKING UP MORE THAN THE FIRST 130 WELL OWNERS. ANY ADDITIONAL HOOK UPS REQUIRED UNDER THE TERMS OF ITEM 17 WILL BE THE RESPONSIBILITY OF THE ARMY AND SHELL.

H. SACWSD WAIVES AND RELEASES THE ARMY AND SHELL FROM ALL RESPONSE COSTS AND CLAIMS FOR DAMAGES FOR ALL RMA CONTAMINANTS AND POLLUTANTS IN THE SACWSD WATER THAT ARE KNOWN OR DETECTED PRIOR TO, OR AT THE TIME OF, THE SIGNING OF THE ON-POST RECORD OF DECISION (ROD). PAYMENT OF RESPONSE COSTS, IF ANY, OWED TO SACWSD AT THE TIME OF THE SIGNING OF THE ON-POST ROD WILL BE DETERMINED BY AGREEMENT OF THE PARTIES PRIOR TO SIGNING THE FINAL AGREEMENT CONTEMPLATED BY THIS AGREEMENT IN PRINCIPLE..

I. ANY REUSABLE RETURN FLOWS ASSOCIATED WITH ANY WATER SOURCE ACQUIRED WILL BE MADE AVAILABLE TO SACWSD FOR REPLACEMENT OF DEPLETIONS UNDER ITS EXISTING AUGMENTATION PLAN FOR THE FIRST THREE YEARS FOLLOWING THE INITIAL DELIVERY OF WATER FROM THE NEW WATER SOURCE IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED, OTHERWISE RETURN FLOWS ASSOCIATED WITH THE NEW WATER SOURCE, AND ANY WATER UNUSED BY SACWSD FROM THE WATER SOURCE ITSELF, SHALL BE MADE AVAILABLE AT ARMY AND SHELL EXPENSE FOR THE REMEDIATION OF RMA FOR NOT LESS THAN 10 YEARS, IN ANNUAL AMOUNTS TO BE DETERMINED ACCORDING TO REASONABLE NEED. THE FINAL PERIOD TO BE AGREED UPON. AFTER REMEDIATION, ALL RETURN FLOWS WILL RETURN TO THE USE OF SACWSD. EACH PARTY WILL BE RESPONSIBLE FOR ANY NECESSARY APPROVALS. DISPUTES ARISING OVER THE IMPLEMENTATION OF THIS SECTION WILL BE SUBMITTED TO ADR AS DESCRIBED IN E, ABOVE.

J. SACWSD WILL WARRANT AND OTHERWISE DEMONSTRATE IT IS AUTHORIZED AND QUALIFIED TO ENTER INTO THIS AGREEMENT, ACQUIRE

AND PROVIDE WATER AND HOOK UP WELL OWNERS, SUBJECT TO THOSE WELL OWNERS' CONSENT TO INCLUSION WITHIN THE DISTRICT. SACWSD WILL BE RESPONSIBLE FOR PERMITTING, ADJUDICATION, AND OTHER REQUIREMENTS OF STATE AND FEDERAL LAW.

K. PARTICIPATION BY THE ARMY AND SHELL, OR BY THEIR REPRESENTATIVES, IN OVERSIGHT IN NO WAY CONSTITUTES AN EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION REGARDING THE ADEQUACY, SUITABILITY, OR LEGALITY OF SACWSD OR THE INDEPENDENT AGENT'S ACTIONS TO OBTAIN OR PROVIDE WATER.

L. ALL PARTIES RESERVE ANY RIGHTS THEY MAY HAVE REGARDING NONPERFORMANCE BY THE OTHER PARTIES.

M. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND WILL BECOME EFFECTIVE AND BINDING WHEN INCORPORATED BY REFERENCE IN THE ON-POST ROD.

N. THE AMOUNT AGREED UPON IS SUBJECT TO APPROPRIATE CREDITS FOR ANY ARMY AND SHELL CONTRIBUTIONS TO WATER OR INFRASTRUCTURE, SUBJECT TO SACWSD APPROVAL. APPROVAL WILL NOT BE WITHHELD UNREASONABLY. DISPUTES WILL BE SUBMITTED TO THE METHOD OF ADR DESCRIBED IN E, ABOVE.

O. ALL PARTIES WILL PUBLICLY SUPPORT THIS AGREEMENT.

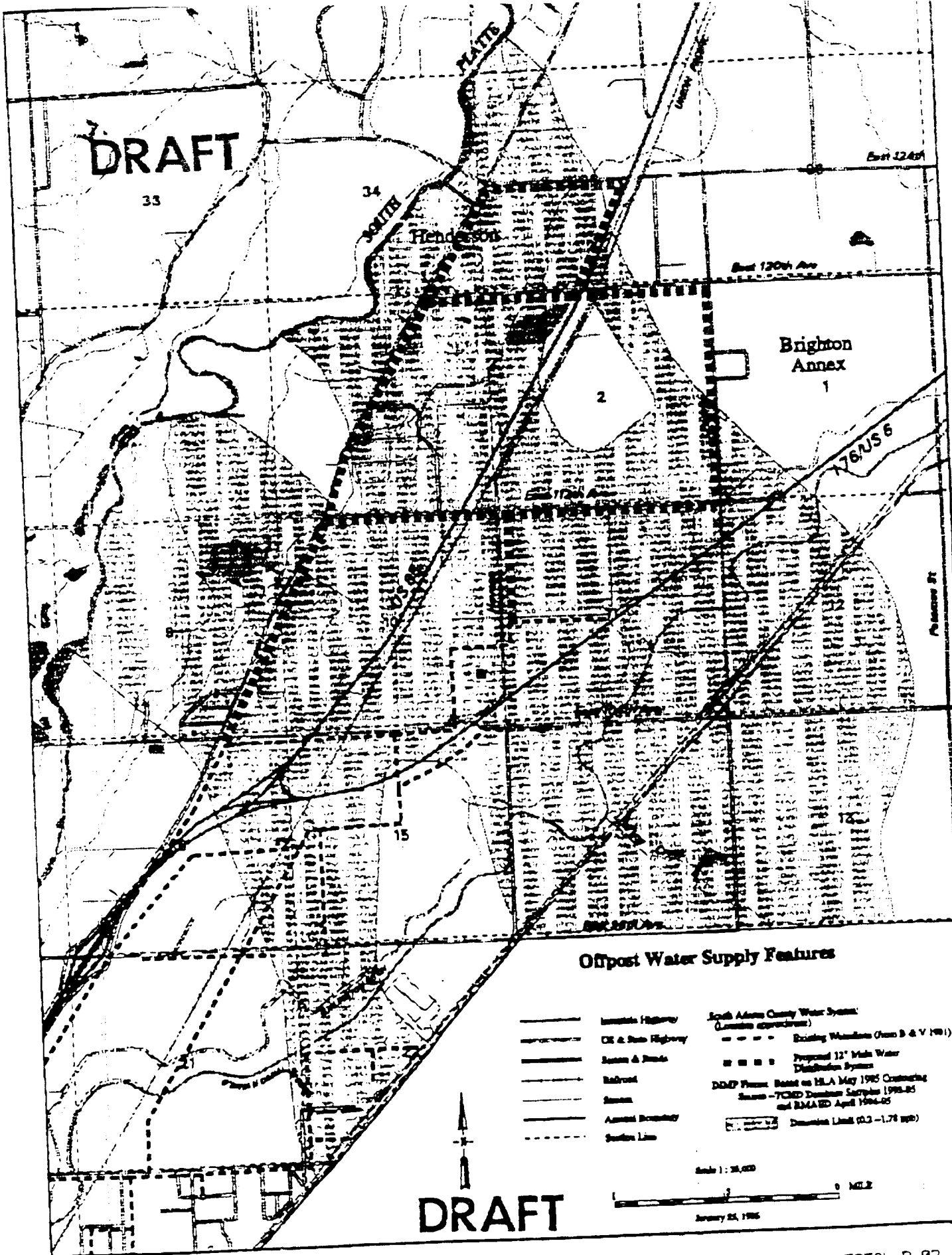
P. ALL O&M COSTS ASSOCIATED WITH THE ACQUISITION AND DELIVERY OF WATER AND WITH THE HOOK UP OF WELL OWNERS WILL BE SACWSD'S RESPONSIBILITY. THE ARMY WILL SUPPORT ANY NECESSARY AMENDMENTS TO ALLOW THE KLEIN FUND ALSO TO BE USED FOR O&M COSTS FOR THE NEW WATER SYSTEM.

Q. QUARTERLY PROGRESS REPORTS WILL BE MADE BY SACWSD, OR ITS REPRESENTATIVE, TO THE RMA COUNCIL.

R. THE ARMY OR SHELL WILL PAY, IF NECESSARY, WITHIN 30 DAYS AFTER SIGNATURE OF THE ROD, A SUM NOT TO EXCEED \$1 MILLION TO PURCHASE AN OPTION ON WATER AGREED TO BY SACWSD, THE ARMY AND SHELL. THIS SUM WILL BE CREDITED AGAINST THE FIRST ANNUAL PAYMENT UNDER SECTION 1, ABOVE.

version 10 - 26/01/96

DRAFT



Offpost Water Supply Features

- Interstate Highway
- US & State Highway
- Route & Road
- Railroad
- Stream
- County Boundary
- Section Line
- South Adams County Water System
(Location approximate)
- Existing Wastewater (from B & V 1981)
- Proposed 12" Water Distribution System
- DDMP Project Based on MUA May 1985 Contingency
Source - TCMC Damodar Canyon 1985-85
and BMAED April 1986-85
- Damodar Limit (0.3 - 1.78 mgd)

Scale 1: 25,000

January 25, 1986

DRAFT

TOTAL P.02