

## IAG COVER SHEET

Facility common name: **West Virginia Ordnance Works**

Other names: **West Virginia Ordnance  
The Formerly Used Defense Site Know as West Virginia  
Ordnance Works**

Region: **3**

State: **West Virginia**

Administrative Docket #: **III-FCA-CERC-003**

Agency/service: **Army**

Date signed: **09/23/87**

Signatories: **EPA, Army**

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III

(Red)  
ORIGINAL

IN THE MATTER OF:  
West Virginia Ordnance Works  
Point Pleasant, West Virginia

Interagency Agreement between  
the Department of the Army and  
the Environmental Protection  
Agency

U.S. EPA Docket No. III-87-16-DC

INTERAGENCY AGREEMENT

This Interagency Agreement is issued pursuant to the authority vested in the President of the United States by Sections 104(a), 104(c)(4), and 121 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 (SARA), and vested in the Secretary of Defense by 10 U.S.C. § 2701 enacted by SARA § 211. The President's authority under Sections 104(a), 104(c)(4) and 121 of CERCLA has been delegated to the Administrator of the United States Environmental Protection Agency (EPA) on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923, and further delegated to the Assistant Administrator by special delegation on a site specific basis. Section 120 of CERCLA is applicable to this agreement to the extent relevant to actions by the Department of the Army taken pursuant to 10 U.S.C § 2701(c)(1)(B) enacted by § 211 of SARA. Notice of the Issuance of this Agreement has been given to the State of West Virginia.

The United States Department of the Army (DA) and the EPA agree to undertake all actions required by the terms and conditions of this Interagency Agreement.

FINDINGS

1. DA is an Agency of the United States Government.
2. DA operated a facility outside of Point Pleasant, West Virginia (the facility), which is known as: West Virginia Ordnance Works.
3. Information available to EPA indicates that DA in a period from 1942 to 1945 produced 2,4,6 - trinitrotoluene (2,4,6 - TNT) explosive for the war effort. Production of this material during World War II (WW II) resulted in contamination of the soils in the industrial area, process facilities, and industrial waste water disposal facilities by 2,4,6 - TNT and associated by-products and environmental transformation products.

4. The DA furnished to EPA in 1986 a Remedial Investigation and a Feasibility Study (RI/FS) for the first operable unit at WVOW, which includes the TNT Manufacturing Area, the Burning Grounds and the Industrial Sewerlines. These studies indicated nitroaromatic contamination in these areas. Levels of nitroaromatics as high as 14,000 ppb have been found in the onsite groundwater. There is also friable asbestos present at the burning grounds which presents an inhalation hazard (see Table I).

5. The presence of nitroaromatics and asbestos in the locations mentioned above constitutes a release as defined in § 101(22) of CERCLA, 42 U.S.C. § 9601(22).

6. The above mentioned constituents are hazardous substances as defined in § 101(14) of CERCLA, 42 U.S.C. § 9601(14).

7. DA and EPA had mutually agreed that the WVOW would be divided into two operable units and that upon completion of RI/FS for the first operable unit, EPA would draft a Record of Decision (ROD) which would indicate what actions were necessary to clean up the first operable unit. A copy of the ROD for the first operable unit is attached hereto as Appendix A.

8. EPA and DA recognize that the public interest has been served by the production of the RI/FS by DA. EPA and DA further recognize that the implementation of the ROD by DA is in the public interest.

#### DETERMINATION

9. The Assistant Administrator of EPA has determined: that a hazardous substance has been released into the environment; that actions described herein are consistent with the National Contingency Plan, 40 C.F.R. § 300; that actions described herein are necessary to protect the public health or welfare or the environment; and that DA is capable of conducting the actions described herein both properly and promptly.

#### AGREEMENT

10. DA will prepare a Remedial Design (RD) based on the ROD. The RD will be prepared in conformance with EPA guidelines.

11. DA and EPA hereby agree that DA will carry out the Remedial Action (RA) as indicated in the ROD and the RD, following EPA guidelines.

12. DA and EPA agree that DA will itself or in agreement with the State of West Virginia, ensure that long-term operation and maintenance of the remedy will be achieved.

13. DA and EPA agree that the RD and RA will be performed in accordance with a schedule acceptable to EPA which will be provided by DA within 60 days from the effective date of this agreement.

14. DA agrees that all actions performed by DA as set forth in this Interagency Agreement shall be in conformance with all applicable laws and regulations as qualified by § 121 of CERCLA.

15. EPA and DA agree that the additional RI/FS work ongoing at the West Virginia Ordnance Works regarding the second operable unit which includes the Red Water Reservoir, Acids Manufacturing/Yellow Water Reservoir and Pond 13 Areas will be continued by DA and will be the subject of a future ROD.

16. DA agrees to periodically ascertain whether the land transferred to the State of West Virginia continues to be used as a wildlife preserve consistent with the conditions in the deed from the U.S., and to take appropriate action if this condition is violated. Should the property revert to the U.S., DA agrees not to make the land available for any use incompatible with the selected remedy.

#### DISPUTE RESOLUTION

17. The parties shall make reasonable efforts to informally and in good faith resolve all disputes or differences of opinion. If EPA disagrees with any element of a DA plan, activity, or report which cannot be resolved informally, EPA may issue a notice of disapproval. Such notice shall contain a clear and concise statement of EPA's position. If DA objects to EPA's notice of disapproval or decision made pursuant to this Agreement, DA shall notify EPA in writing of their objections within fourteen (14) days of receipt of the decision. Any such notice shall set forth the specific points of disagreement, the actions which the DA considers to be necessary, and the reason(s) and technical basis for DA's objection. If DA does not notify EPA within this fourteen (14) day period, DA shall be deemed to have agreed with the position taken by EPA.

18. Formal disagreements will be elevated through successive levels of decisionmaking in EPA and DA, as needed, until an agreement is reached starting with the Project Managers for each respective Agency. Beyond the Project Managers, disagreements will be elevated to the EPA-Regional Administrator and the DA's Commander, Army Materiel Command and, as necessary, to the Assistant Administrator for Solid Waste and Emergency Response and the Deputy for Environment, Safety, and Occupational Health, Office of the Assistant Secretary of the Army (Installations and Logistics). To expedite the dispute resolution process, it is agreed that the DA will notify EPA within fourteen (14) days of each successive level of EPA decisionmaking with which DA disagrees. During the resolution period, the DA is entitled to at least one meeting with EPA at each level to discuss the specific points of disagreement.

19. Unresolved disputes involving the execution of remedial action at WVOW under this IAG shall be resolved by the Administrator of EPA.

20. The pendency of a dispute shall not affect the timely performance of the work required by this Agreement, except that, upon mutual agreement of EPA and DA, the time period for completion of work affected by such dispute may be extended for a period of time not to exceed the actual time taken to resolve the dispute and implement the agreed upon decision. If an agreement cannot be reached on a time extension the matter will be subject to the dispute resolution process described in this Agreement.

21. Upon resolution of any dispute, DA shall immediately incorporate the resolution into the appropriate plan, schedule or procedures and proceed with the workplan according to the amended plan, schedule or procedures.

#### ENFORCEABILITY

22. The parties agree: (1) that all conditions of this Agreement associated with the Remedial Design and Remedial Action (RD/RA) for the first operable unit shall be enforceable by any person under Section 310 of CERCLA/SARA and that violation of such conditions will be subject to civil penalties under Sections 310(c) and 109 of CERCLA/SARA; and (2) that any final resolution of a dispute pursuant to the Dispute Resolution Section of this Agreement which establishes terms and conditions (including any timetables and deadlines established pursuant to the dispute resolution procedures set forth in the Dispute Resolution Section of this agreement) shall be enforceable by any person under Section 310 of CERCLA/SARA and any violation of such terms and conditions (including any timetables and deadlines established pursuant to such final resolution) will be subject to civil penalties under Sections 310(c) and 109 of CERCLA/SARA.

Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action of DA, or U.S. EPA where review is barred by any provision of CERCLA/SARA, including Section 113(h) of CERCLA/SARA.

By: J. W. Renter  
Assistant Administrator  
Office of Solid Waste and Emergency  
Response (OSWER)  
U.S. Environmental Protection Agency

Date: 9/23/87

By: Lewis D. Walker  
Deputy for Environment, Safety and  
Occupational Health, Office of the  
Assistant Secretary of the Army  
(Installations and Logistics)

Date: 9/17/87

Table 1. Summary of Contamination Status for WVOW

Environmental Medium	Contaminant	Maximum Concentration Detected
<b>TNT Manufacturing Area</b>		
Soils	Nitroaromatics	3%
	Lead	320 ug/g
Surface Water	Nitroaromatics	1 ug/L
		(Poad 34 only)
Sediments	Nitroaromatics	0.4 ug/g
Ground Water	Nitroaromatics	14,000 ug/L
	Lead	20 ug/L
<b>Burning Grounds Area</b>		
Soils	Nitroaromatics	2%
	Lead	1,400 ug/g
	PAHs	100 ug/g
	Friable asbestos	Observed
Surface Water	Lead	20.5 ug/L
	Asbestos	2.6 x 10 <sup>6</sup> fibers/L
Sediments	Lead	31 ug/g
Ground Water	Uncontaminated	---
<b>Industrial Sewerlines</b>		
TNT Manufacturing Area	Nitroaromatics	71%
Acids Area/Yellow Water Reservoir	Nitroaromatics	400 ug/g
Red Water Reservoirs	Nitroaromatics	0.2%
Pond 13/Wet Well Area	Uncontaminated	---

Table 1. Summary of Contamination Status for WVOW  
 (Continued, Page 2 of 2)

Environmental Medium	Contaminant	Maximum Concentration Detected
Offsite Areas		
Soils	Uncontaminated	---
Surface Water	Asbestos	480,000 fibers/L
Sediments	Uncontaminated	---
Ground Water	Uncontaminated	---

Note: fibers/L = fibers per liter  
 PAHs = polynuclear aromatic hydrocarbons  
 ft<sup>2</sup> = square feet  
 ug/g = micrograms per gram  
 ug/L = micrograms per liter