IAG COVER SHEET

FILE NAME: LoneStar.pdf

Title: Department of the Army Lone Star Army Ammunition Plant, Texas

Subject: Region 6, VI

Author: Department of the Army, DoD, Texas, TX

Keywords: 7/17/90, 1990, FY90

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
AND THE
STATE OF TEXAS
(BY THE TEXAS WATER COMMISSION)
AND THE
UNITED STATES DEPARTMENT OF THE ARMY

IN THE MATTER OF:

The U.S. Department
of the Army

LONE STAR ARMY AMMUNITION PLANT

FEDERAL FACILITY AGREEMENT UNDER CERCLA SECTION 120

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
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IN THE MATTER OF:	)	FEDERAL FACILITY AGREEMENT
	)	PURSUANT TO CERCLA
The U.S. Department of the Army	)	SECTION 120
	)	
	)	ADMINISTRATIVE DOCKET
LONE STAR ARMY AMMUNITION PLANT	)	NUMBER: CERCLA VI-
	)	

Based on the information available to the U.S. Environmental Protection Agency, the State of Texas, and the United States Department of the Army (Parties), on the effective date of this Federal Facility Agreement (Agreement), and without trial or adjudication of any issues of fact or law, the Parties agree as follows:

I. DETERMINATIONS

These Determinations are not admissions by any Party and they are not legally binding on any Party as to claims which are unrelated to this Agreement or claims of any persons not a party to this Agreement.

The Parties have determined that:

A. The Lone Star Army Ammunition Plant constitutes a "facility" as that term is defined in CERCLA Section 101 (9), 42 U.S.C. §9601 (9).

B. The Lone Star Army Ammunition Plant constitutes a "federal facility" within the meaning of CERCLA Section 120, 42 U.S.C. §9620, and is subject to the rules and regulations specified therein.

C. Within the facility, there is an area known as the Old Demolition Area referred to in this Agreement as "the Site."

D. The Army constitutes a "person" as that term is defined in CERCLA Section 101(21), 42 U.S.C. §9601(21).

E. The Army is an "owner or operator" as that term is defined in CERCLA Section 101 (20), 42 U.S.C. §9601 (20), and the Army "owned or operated" the Site within the meaning of CERCLA Section 107 (a)(2), 42 U.S.C. §9607 (a)(2).

F. At the Site, the presence of "hazardous substances" as that term is defined in CERCLA Section 101 (14), 42 U.S.C. §9601 (14), in the groundwater constitutes a "release" as that term is defined in CERCLA Section 101 (22), 42 U.S.C. §9601 (22).

G. The actions to be taken pursuant to this Agreement are reasonable and necessary to protect the public health, welfare and the environment.

II. SCOPE OF AGREEMENT

A. This Agreement is intended to cover the investigation, development, selection, and implementation of response actions for all releases or threatened releases of hazardous substances, contaminants, hazardous wastes, hazardous constituents, or pollutants from the Old Demolition Area (the Site) except as described in Subsection B of this Section. This Agreement covers

all phases of remediation for these releases, bringing together into one agreement the requirements for remediation as well as the system to be used to determine and accomplish remediation, ensuring the necessary and proper level of participation by each Party. To accommodate remediation of any undiscovered releases, the Parties will establish timetables and deadlines as necessary and as information becomes available and, if required, amend this Agreement as needed.

B. This Agreement is intended to address the Army's RCRA corrective action obligations which relate to the release(s) of hazardous substances, hazardous wastes, hazardous constituents, pollutants, or contaminants from the Site. This Agreement is not intended to limit any requirements under RCRA or any other law or regulation to obtain permits or to perform corrective action for hazardous or solid waste management units not specifically addressed by this Agreement. This Agreement is not intended to encompass response to spills of hazardous substances from on-going operations unless those spills occur in conjunction with CERCLA response actions conducted pursuant to this Agreement.

C. The Environmental Protection Agency (EPA) and the Texas Water Commission (TWC) agree to provide the Army with guidance and to timely respond to requests for guidance in order to assist the Army in the performance of the requirements under this Agreement.

III. PARTIES BOUND

A. This Agreement shall apply to and be binding upon the Army, all subsequent owners and operators of Lone Star Army Ammunition Plant (LSAAP), the EPA, the TWC, their successors and assigns. Each Party will notify the other Parties of the contractors performing work pursuant to this Agreement. Each Party shall provide copies of this Agreement to its contractors who are performing any work pursuant to this Agreement. LSAAP shall require compliance with this Agreement in any contracts that it executes pertaining to work to be performed under this Agreement.

B. This Section shall not be construed as an agreement to indemnify any person.

IV. PURPOSE

A. The general purposes of this Agreement are to:

1. Ensure that the environmental impacts associated with past and present activities at the Site are thoroughly investigated and appropriate remedial action taken as necessary to protect the public health, welfare and the environment;

2. Establish a procedural framework and schedule for developing, implementing and monitoring appropriate response actions at the Site in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), the Resource Conservation and Recovery Act (RCRA), EPA guidance and policy, and applicable State law; and,

3. Facilitate cooperation, exchange of information and participation of the Parties in such actions.

B. Specifically, the purposes of this Agreement are to:

1. Identify Operable Unit (OU) alternatives which are appropriate at the Site prior to the implementation of final remedial action(s) for the Site. OU alternatives shall be identified and proposed by the Army to the other Parties as early as possible prior to the formal proposal of OUs to EPA and the State pursuant to CERCLA, and applicable State law. This process is designed to promote cooperation among the Parties in identifying OU alternatives prior to selection of final remedial action(s).

2. Establish requirements for the performance of a Remedial Investigation (RI) to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at the Site and to establish requirements for the performance of a Feasibility Study (FS) for the Site to identify, evaluate, and select alternatives for the appropriate remedial action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants or contaminants at the Site in accordance with CERCLA and applicable State law.

3. Identify the nature, objective and schedule of response actions to be taken at the Site. Response actions at the Site shall attain that degree of cleanup of hazardous substances,

pollutants or contaminants mandated by CERCLA, and State of Texas law, as applicable.

4. Implement the selected OU and final remedial action(s) in accordance with CERCLA and applicable State law and meet the requirements of CERCLA §120(e)(2), 42 U.S.C. §9620(e)(2), for an interagency agreement (also known as a federal facility agreement) among the Parties.

5. Assure compliance, through this Agreement, with RCRA and other federal and state hazardous waste laws and regulations for matters covered herein.

6. Coordinate response actions at the Site with the mission and support activities at Lone Star Army Ammunition Plant (LSAAP).

7. Expedite the cleanup process to the extent consistent with protection of human health and the environment.

8. Provide State involvement in the initiation, development, selection and enforcement of remedial actions to be undertaken at LSAAP, including the review of all applicable data as it becomes available and the development of studies, reports, and action plans; and to identify and integrate State ARARs into the remedial action process.

9. Provide for operation and maintenance of any remedial action selected and implemented pursuant to this Agreement.

V. JURISDICTION

Each Party is entering into this Agreement pursuant to the following authorities:

A. The U.S. Environmental Protection Agency, Region 6 (EPA) enters into those portions of this Agreement that relate to the remedial investigation/feasibility study (RI/FS) pursuant to Section 120(e)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499 (hereinafter jointly referred to as "CERCLA"), 42 U.S.C. §9620(e) (1), and Sections 6001, 3008(h) and 3004(u) and (v) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§6961, 6928(h) and 6924 (u) and (v), as amended, and further amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA), (hereinafter jointly referred to as "RCRA") and Executive Order (E.O.) 12580;

B. EPA enters into those portions of this Agreement that relate to operable units and final remedial actions pursuant to CERCLA §120(e)(2), 42 U.S.C. §9620(e)(2), RCRA §§6001, 3008(h) and 3004(u) & (v), 42 U.S.C. §§6961, 6928(h), 6924(u) & (v) and E.O. 12580;

C. The Army enters into those portions of this Agreement that relate to the RI/FS pursuant to CERCLA §120(e)(1), 42 U.S.C. §9620 (e)(1), RCRA §§6001, 3008(h) and 3004(u) & (v), 42 U.S.C. §§6961, 6928(h), 6924(u) & (v), the National Environmental Policy Act, 42

U.S.C. §4321, et seq., and the Defense Environmental Restoration Program (DERP), 10 U.S.C. §2701, et seq.;

D. The Army enters into those portions of this Agreement that relate to operable units and final remedial actions pursuant to CERCLA §120(e) (2), 42 U.S.C. §9620(e)(2), RCRA §§6001, 3004(u) and (v) & 3008(h), 42 U.S.C. §§6961, 6928(h), 6924(u) & (v), E.O. 12580 and the DERP, 10 U.S.C. §§2701, et seq.; and

E. The State of Texas, represented by the Texas Water Commission (TWC), enters into this Agreement pursuant to CERCLA §§120(f) and 121(f), 42 U.S.C. §§ 9620(f) and 9621(f), RCRA §3006, 42 U.S.C. § 6926, and VERNON ART. 4477-7, §15, as amended by S.B. 1502, Acts 1989, 71st Leg. Chap. 703. The TWC was designated the lead State agency on CERCLA matters for the State of Texas by Governor Clements by letter dated February 8, 1982, to Dick Whittington, Regional Administrator, U.S. Environmental Protection Agency, Region 6.

VI. DEFINITIONS AND ACRONYMS

A. Definitions:

Terms used in this Agreement shall have the same definition as in CERCLA §101, 42 U.S.C. §9601, RCRA §1004, 42 U.S.C. §6903, 40 CFR Parts 260-302, and Section 361.003 of the Texas Health and Safety Code (Vernon Supp. 1990). If there is a conflict between the statutory definitions, the definition in CERCLA shall control. Additionally, the following terms used in this Agreement are defined as follows:

1. "administrative record" shall mean all documents which comprise the basis for the selection of the proposed remedial action(s), pursuant to CERCLA Section 113(k), 42 U.S.C. §9613(k), and the NCP.

2. "Administrator" shall mean the Administrator of the U. S. Environmental Protection Agency.

3. "Army" shall mean the United States Department of the Army, its successors in interest and assigns.

4. "authorized representative" shall mean a person designated to act on behalf of a Party to this Agreement for a specific purpose, including, if so designated, contractors retained by EPA or TWC to perform work at or relating to the Site. No contractor shall be considered an authorized representative of the Army.

5. "Construction Quality Assurance Plan" shall mean the plan that describes the quality assurance quality control procedures for all remedial activities and establishes the procedures that ensure the completed remedial action satisfies all remedial design criteria, plans and specifications.

6. "days" shall mean calendar days, unless otherwise noted.

7. "deadline" shall be a time limitation specified in this Agreement which is applicable to a discrete portion of the RI/FS and RD/RA. If a deadline falls on Saturday, Sunday or a federal holiday, the due date shall be the next day which is not a Saturday, Sunday or a federal holiday.

8. "document(s)" shall mean any records, reports, correspondence, or retrievable information of any kind relating to the treatment, storage, disposal, investigation, analysis, and remediation of hazardous substances, contaminants, pollutants, or hazardous constituents at or migrating from the Site. Such terms shall be construed broadly to reflect a clear preference to share and disclose information concerning this Agreement among all parties hereto.

9. "EPA" shall mean the United States Environmental Protection Agency, its successors in interest and assigns.

10. "facility" shall mean the property and fixtures known as Lone Star Army Ammunition Plant.

11. "Federal Facility Agreement" or "Agreement" shall mean this document and shall include all attachments hereto, said attachments being incorporated herein and made a part hereof.

12. "LSAAP" shall mean the Lone Star Army Ammunition Plant located in Bowie County, Texas.

13. "Operable Unit" shall mean a discrete action that comprises an incremental step toward comprehensively addressing site problems. This discrete portion of a remedial response manages migration, or eliminates or mitigates a release, threat of a release, or pathway of exposure.

14. "Parties" shall mean the Army, the EPA, and the State of Texas.

15. "proposed plan" shall mean the document which describes the evaluation of proposed remedial action alternatives and the preferred alternative.

16. "responsiveness summary" shall mean the summary of oral and/or written public comments received during comment period(s) on key remedial documents, and the responses to such public comments.

17. "schedule" shall mean the time limitations established for the completion of remedial action(s) at the Site.

18. "Site" shall mean the area known as the Old Demolition Area, which is depicted in Exhibit "A", attached hereto and made a part hereof, which caused the facility to be listed on the National Priorities List and all contiguous property affected by the migration of hazardous substances, pollutants, contaminants or hazardous constituents which have or may have been released from the Site.

19. "State" shall mean the State of Texas, which is represented in this Agreement by the Texas Water Commission.

20. "TWC" shall mean the Texas Water Commission, its successors in interest and assigns.

21. "timetable" shall be the collective term for all the "deadlines" established for the RI/FS and RD/RA.

B. Acronyms:

1. The acronyms used in this Agreement shall mean the following:

2. "ARAR" refers to a legally applicable, or relevant and appropriate requirement as that term is used in CERCLA §121(d)(2), 42 U.S.C. §9621(d)(2).

3. "CERCLA" = Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§6901, et seq.

4. "DERP" = Defense Environmental Restoration Program, 10 U.S.C. §§2701, et seq.

5. "DRC" = Dispute Resolution Committee.

6. "NCP" = The National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300.

7. "OU" = Operable Unit.

8. "RCRA" = Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901, et seq.

9. "RD/RA" = Remedial Design/Remedial Action.

10. "RI/FS" = Remedial Investigation/Feasibility Study.

11. "ROD" = Record of Decision.

12. "SEC" = Senior Executive Committee.

13. "TRC" = Technical Review Committee.

VII. SITE DESCRIPTION

LSAAP is an approximately 15,546 acre installation located in northeastern Texas, approximately 12 miles west of Texarkana, Texas, in central Bowie County. LSAAP is a government owned, contractor operated facility that has produced a variety of munitions. The plant was constructed in 1942.

The Old Demolition Area (the Site) is located in the south-central portion of LSAAP. It is situated approximately 1500 feet west-northwest of East Fork Elliott Creek. The Site, which covers approximately 19 acres, was used for the disposal of explosives by detonation in 1943 and 1944.

VIII. FINDINGS OF FACT

For the purposes of this Agreement, the following summary presents facts upon which this Agreement is based. None of the facts related herein shall be considered admissions by any Party, and they are not legally binding on any Party as to claims which are unrelated to this Agreement or claims of any person not a Party to this Agreement.

A. The Lone Star Army Ammunition Plant (LSAAP) located in Bowie County, Texas, is owned by the United States Department of the Army.

B. LSAAP was proposed for inclusion on the National Priorities List (NPL) on October 15, 1984, (49 Fed. Reg. 40320). LSAAP was finalized on the NPL on July 22, 1987 (52 Fed. Reg. 27643).

C. On or about June 3, 1987, EPA received the Army's draft Technical Plan for the RI/FS. The EPA provided the Army with its comments on or about June 25, 1987.

D. On or about February 26, 1988, EPA received the Army's February 17, 1988, final Technical Plan for the RI/FS.

E. On or about February 3, 1989, EPA received the Army's January 30, 1989, draft Remedial Investigation report for the Site. The EPA provided the Army with its comments on or about April 3, 1989.

F. On or about November 13, 1989, EPA received the Army's 09-29-89 draft Feasibility Study for the Site.

G. There have been documented releases of explosives and metals into the groundwater and soils at the Site. Contaminants detected at the Site include arsenic, chromium, lead, mercury, 1,3-dinitrobenzene, tetryl and nitrobenzene.

H. Arsenic, chromium, lead, mercury, nitrobenzene, tetryl and 1,3-dinitrobenzene are "hazardous substances" as that term is defined in CERCLA Section 101 (14), 42 U.S.C. §9601 (14).

IX. CONSULTATION WITH EPA AND TWC

A. Review and Comment Process for Draft and Final Documents

1. Applicability: The provisions of this Section establish the procedures that shall be used by each Party to provide the other Parties with appropriate notice, review, comment, and response to comments regarding RI/FS and RD/RA documents, specified herein as either primary or secondary documents. In accordance with CERCLA §120, 42 U.S.C. §9620, and 10 U.S.C. §2705, the Army will normally be responsible for issuing primary and secondary documents to EPA and TWC. As of the effective date of this Agreement, all draft and final reports for any deliverable document identified herein shall be prepared, distributed and

subject to dispute in accordance with Subsections B through J of this Section.

The designation of a document as "draft" or "final" is solely for purposes of consultation with EPA and TWC in accordance with this Section. Such designation does not affect the obligation of the Parties to issue documents, which may be referred to herein as "final", to the public for review and comment as appropriate and as required by law.

B. General Process for RI/FS and RD/RA Documents:

1. Primary documents include those reports that are major, discrete portions of RI/FS or RD/RA activities. Primary documents are initially issued by the Army, in draft, subject to review and comment by EPA and TWC. Following receipt of comments on a particular draft primary document the Army shall respond to the comments received and issue a draft final primary document subject to dispute resolution. The draft final primary document shall become the final primary document forty-five (45) days after issuance if dispute resolution is not invoked or as modified by decision of the dispute resolution process.

2. Secondary documents include those reports that are discrete portions of the primary documents and are typically input or feeder documents. Secondary documents are issued by the Army in draft subject to review and comment by EPA and TWC. Although the Army will respond to comments received, the draft secondary documents may be finalized in the context of the corresponding

primary documents. A secondary document may be disputed at the time the corresponding draft final primary document is issued.

C. Primary Reports:

1. The Army shall complete and transmit draft reports for the following primary documents to EPA and TWC for review and comment in accordance with the provisions of this Section:

(a) Risk Assessment

(b) RI Report

(c) Initial Screening of Alternatives

(d) FS Report

(e) Proposed Plan

(f) Record of Decision

(g) Remedial Design

(h) Remedial Action Workplan

2. Only the draft final reports for the primary documents identified above shall be subject to dispute resolution.

3. The Army shall complete and transmit draft primary documents in accordance with the timetable and deadlines established in Section XVII, Deadlines.

D. Secondary Documents:

1. The Army shall complete and transmit draft reports for the secondary documents to EPA and TWC for review and comment in accordance with the provisions of this Section. These documents specifically include the following reports and also include such other reports as the Parties may subsequently agree to or as may be required by the ROD:

(a) Initial Remedial Action / Data Quality Objectives

(b) Site Characterization Summary

(c) Detailed Analysis of Alternatives

(d) Post-screening Investigation Work Plan

(e) Treatability Studies

(f) Sampling and Data Results

2. Although EPA and TWC may comment on the draft reports for the secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Subsection B of this Section. The Parties shall agree to target dates for the completion and transmission of draft secondary reports.

E. Meetings of the Project Managers on Development of Reports:

The Project Managers shall meet approximately every thirty (30) days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site on the primary and secondary documents. Prior to preparing any draft report specified in Subsections C and D above, the Project Managers shall meet to discuss the report results in an effort to reach a common understanding, to the maximum extent practicable, with respect to the results to be presented in the draft report.

F. Identification and Determination of Potential ARARs:

1. For those primary reports or secondary documents that consist of or include ARAR determinations, prior to the issuance of a draft report, the Project Managers shall meet to identify and

propose, to the best of their ability, all potential ARARs pertinent to the report being addressed. TWC shall identify all potential state ARARs as early in the remedial process as possible, consistent with the requirements of CERCLA §121(d)(2)(A)(ii), 42 U.S.C. §9621(d)(2)(A)(ii), and the NCP. The Army shall consider any written interpretation of ARARs provided by the State. Draft ARAR determinations shall be prepared by the Army in accordance with CERCLA §121(d)(2), 42 U.S.C. §9621(d)(2), the NCP, and applicable guidance issued by EPA and TWC which is consistent with CERCLA and the NCP.

2. In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a site-specific basis and that ARARs depend on the specific hazardous substances, pollutants and contaminants at a site, the particular actions proposed as a remedy and the characteristics of a site. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be reexamined throughout the RI/FS process until a ROD is issued.

G. Review and Comment on Draft Reports:

1. The Army shall complete and transmit each draft primary report to EPA and TWC on or before the corresponding deadline established for the issuance of such reports established pursuant to Section XVII, Deadlines. The Army shall complete and transmit the draft secondary documents in accordance with the target dates established for the issuance of such reports established pursuant to Section XVII.

2. Unless the Parties mutually agree to another time period, all draft reports shall be subject to a forty-five (45) day period for review and comment. Review of any document by EPA and TWC may concern all aspects of the report, including completeness, and should include, but is not limited to, technical evaluation of any aspect of the document, and consistency with CERCLA, the NCP, any pertinent guidance or policy issued by EPA and with applicable State law. Comments by EPA and TWC shall be provided with adequate specificity so that the Army may respond to the comment and, if appropriate, make changes to the draft report. Comments shall refer to any pertinent sources of authority or references upon which the comments are based, and, upon request of the Army, EPA and/or TWC shall provide a copy of the cited authority or reference. In cases involving complex or unusually lengthy reports, EPA and/or TWC may extend the forty-five (45) day comment period for an additional twenty (20) days by written notice to the Army prior to the end of the forty-five (45) day period. On or before the close of the comment period, EPA and/or TWC shall transmit their written comments to the Army.

3. Representatives of the Army shall make themselves readily available to EPA and TWC during the comment period for purposes of informally responding to questions and comments on draft reports. Oral comments during such discussions need not be the subject of a written response by the Army upon the close of the comment period.

4. In commenting on a draft report which contains a proposed ARAR determination, EPA and TWC shall include a reasoned statement of whether they object to any portion of the proposed ARAR determination. To the extent that EPA and/or TWC objects, each shall explain the basis for its objection in detail and shall identify any ARARs which it believes were not properly addressed in the proposed ARAR determination.

5. Following the close of the comment period for a draft report, the Army shall give full consideration to all written comments on the draft report submitted during the comment period. Within thirty (30) days of the close of the comment period on a draft secondary report, the Army shall transmit to EPA and TWC its written response to comments received within the comment period. Within forty-five (45) days of the close of the comment period for a draft primary report, the Army shall transmit to EPA and TWC a draft final primary report, which shall include the Army's response to all written comments received within the comment period. While the resulting draft final report shall be the responsibility of the Army, it shall be the product of consensus, to the maximum extent possible.

6. The Army may extend the period for either responding to comments on a draft report or for issuing the draft final primary report for an additional twenty (20) days by providing notice to EPA and TWC. In appropriate circumstances, this time period may be further extended in accordance with Section XVIII, Extensions.

H. Availability of Dispute Resolution for Draft Final Primary Documents:

1. Dispute resolution shall be available to the Parties for draft final primary reports as set forth in Section XVI, Dispute Resolution.

2. When dispute resolution is invoked on a draft primary report, work may be stopped in accordance with the procedures set forth in Section XVI regarding dispute resolution.

I. Finalization of Reports:

The draft final primary report shall serve as the final primary report if no Party invokes dispute resolution regarding the document or, if invoked, at completion of the dispute resolution process should the Army's position be sustained. If the Army's position is not sustained in the dispute resolution process, the Army shall prepare, within not more than forty-five (45) days from the termination of the dispute resolution process, a revision of the draft final report which conforms to the results of dispute resolution. In appropriate circumstances, the time period for this revision period may be extended in accordance with Section XVIII, Extensions.

J. Subsequent Modification of Final Reports:

Following finalization of any primary report pursuant to Subsection I, EPA, TWC or the Army may seek to modify the report, including seeking additional field work, pilot studies, computer modeling or other supporting technical work, only as provided in Paragraphs J.1 and J.2, below.

1. EPA, TWC, or the Army may seek to modify a report after finalization if it determines, based on new information, (i.e., information that became available, or conditions that became known, after the report was finalized) that the requested modification is necessary. EPA, TWC, or the Army may seek such a modification by submitting a concise written request to the Project Managers of the other Parties. The request shall specify the nature of the requested modification and how the request is based on new information.

2. In the event that a consensus is not reached by the Project Managers on the need for a modification, either EPA, TWC, or the Army may invoke dispute resolution to determine if such modification shall be conducted. Modification of a report shall be required only upon a showing that:

(a) The requested modification is based on significant new information; and

(b) The requested modification could be of significant assistance in evaluating impacts on the public health or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

3. Nothing in this Subsection shall alter EPA's or TWC's ability to request the performance of additional work at the Site which was not contemplated by this Agreement. The Army's obligation to perform such work must be established by either a modification of a report or document or by amendment to this Agreement.

X. DESIGNATION OF PROJECT MANAGERS AND RESPONSIBILITIES

A. Project Managers

1. On or before the effective date of this Agreement, the Army, EPA, and TWC shall each designate a Project Manager, and an alternate Project Manager, (hereinafter jointly referred to as "Project Manager"). The Project Managers shall be responsible on a daily basis for overseeing implementation of this Agreement. In addition to the formal notice provisions set forth in Section XV, communications among the Army, EPA and TWC on all documents, including reports, comments, and other correspondence concerning the activities performed pursuant to this Agreement, shall be directed through the Project Managers.

2. The Parties may change their respective Project Managers. Such change shall be accomplished by notifying the other Parties in writing no later than five (5) days prior to the effective date of the change.

3. The Project Managers may meet informally approximately once each month. Although the Army has ultimate responsibility for meeting its respective deadlines or schedule, the Project Managers shall endeavor to assist in this effort by scheduling meetings to address documents, reviewing reports, overseeing the performance of all environmental monitoring at the Site, reviewing RI/FS or RD/RA progress, attempting to resolve disputes informally, and making necessary and appropriate adjustments to deadlines or schedules.

4. The Army Project Manager shall submit to the EPA and the TWC on the twentieth (20th) day of every month, for the preceding month, a monthly progress report. At a minimum, the reports shall: (1) include a summary of all results of sampling, tests, and other data received and verified by the Army during the reporting period; (2) provide a summary of all activities completed pursuant to this Agreement during the previous month as well as such actions and plans which are scheduled for the next month; and (3) describe any delays or problems that arose in the execution of the work plan during the reporting period and any steps that were or will be taken to alleviate the problems or delays. Upon mutual written agreement, the Parties may change the frequency of monthly progress reports.

5. The authority of the Project Managers shall include, but is not limited to:

(a) Taking samples and ensuring that the type, quantity and location of the samples taken by the Army are done in accordance with the terms of any final work plan;

(b) Observing, and taking photographs and making such other report on the progress of the work as the Project Managers deem appropriate subject to the limitations set forth in Section XII, Access, hereof; and

(c) Reviewing records, files and documents relevant to the work performed.

6. The Army's Project Manager or his designee shall make himself available during normal business hours to the other Project

Managers. The EPA and TWC Project Managers or their designees, shall be reasonably available during normal business hours to each other and the Army Project Manager.

7. Each Project Manager shall be responsible for disseminating communications pertaining to response actions at the Site, which are generated by its representative entity to the other Project Managers. Each Project Manager shall be responsible for assuring that all communications received from the other Project Managers are appropriately disseminated to and processed by the Party that the Project Manager represents.

B. Emergency Cessation of Work Due to Imminent and Substantial Endangerment to Public Health or Welfare or the Environment.

The EPA or TWC Project Managers may direct the Army Project Manager to stop work whenever the EPA or TWC determines, after discussion with the Army Project Manager, that response activities covered by this Agreement may create an imminent and substantial danger to public health or welfare or the environment. EPA or TWC shall, within 24 hours of directing an emergency cessation of work due to imminent and substantial endangerment to public health or welfare or the environment, present the reasons therefore, in writing, to the Army. Within 72 hours of a written request by the Army for review of any directed work stoppage, the EPA Director, Hazardous Waste Management Division, Region 6, shall determine, in writing, whether continued work stoppage is necessary to protect public health or welfare or the environment, after

meeting with the Army to discuss the potential danger to public health or welfare or the environment and possible measures to abate or mitigate the danger. Any deadline affected by a directed work stoppage shall be extended for a period equal to the delay caused by the directed work stoppage.

C. Technical Review Committee (TRC)

1. Pursuant to 10 U.S.C. §2705(c), the Army shall establish and chair a TRC, which shall include EPA and TWC representatives, and shall invite representatives from the following organizations to serve as members of the TRC:

(a) A Local government representative; and

(b) A public representative of the local community.

2. The purpose of the TRC is to afford a forum for communication between the Parties and concerned local officials and citizens and provide a meaningful opportunity for the members of the TRC to become informed and to express their opinion about significant aspects of the RI/FS and the RD/RA.

3. The chairperson shall be the Army representative to the TRC who shall schedule regular meetings of the TRC approximately every three (3) months. Regular meetings of the TRC shall be for the purpose of reviewing progress under the RI/FS or the RD/RA and discussing other matters of interest to the TRC.

XI. QUALITY ASSURANCE

Subject to Section IX, Consultation with EPA and TWC, the following quality assurance procedures shall apply.

A. The Army shall use quality assurance, quality control, and chain of custody procedures throughout all field investigation, sample collection and laboratory analysis activities. The Army shall inform and obtain the comments and approval of EPA and TWC prior to all sampling and analysis, and the Army shall develop an operable unit or element specific Quality Assurance Project Plan (QAPP) or Construction Quality Assurance Plan, as necessary, for review and comment as to substantive protocol equivalency by EPA and the TWC. (The QAPP shall be prepared in accordance with EPA document QAMS-005/80 and any other EPA and applicable TWC requirements).

B. The Army shall also ensure that any laboratory used for analysis participates in a quality assurance/quality control program. Those labs shall follow procedures consistent with EPA guidance and applicable TWC guidance. Further evaluation by EPA and TWC Quality Assurance Office personnel may entail, upon request by EPA or TWC, the analysis of performance evaluation samples to demonstrate the quality of each laboratory's analytical data.

C. The Army shall also ensure that appropriate EPA and TWC personnel or their authorized representatives will be allowed access to any laboratory and personnel used by the Army in implementing this Agreement. Such access shall be for the purpose of validating sample analyses, protocols and procedures required by the RI and QAPP.

XII. ACCESS

A. Without limitation on any authority conferred on EPA and TWC by statute or regulation, EPA, TWC, or their authorized representatives, shall have the authority to enter LSAAP at all reasonable times for purposes consistent with the provisions of this Agreement, CERCLA, RCRA, and applicable State environmental law, subject to any statutory and regulatory requirements as may be necessary to protect national security. Such authority shall include, but is not limited to: inspecting records, operating logs or contracts related to the investigative and remedial work at LSAAP; reviewing the progress of the Army in carrying out the terms of this Agreement; conducting such tests as the Project Managers deem necessary; and verifying the data submitted to EPA and TWC by the Army. The Parties agree that to facilitate access to LSAAP, the Army shall provide an escort whenever EPA or TWC require access to restricted areas of LSAAP for purposes consistent with the provisions of this Agreement. EPA and TWC shall provide reasonable notice to the Army Project Manager to request any necessary escorts. EPA and TWC shall not use any camera, sound recording or other electronic recording device at LSAAP without the permission of the Army Project Manager. The Army shall not unreasonably withhold such permission. When permission is reasonably withheld, the Army shall be responsible for making alternate arrangements for any work utilizing a camera, sound recording, or other electronic device, if practicable.

B. The right to access by EPA and TWC granted in Subsection A above, shall be subject to those regulations as may be necessary to protect national security. Upon denying any aspect of access the Army shall provide a written explanation, including reference to the applicable statute or regulation, within forty-eight (48) hours of the reason for the denial and, to the extent possible, provide a recommendation for accommodating the requested access in an alternate manner. The Parties agree that this Agreement is subject to CERCLA §120(j), 42 U.S.C. §9620(j), regarding the issuance of Site Specific Presidential Orders as may be necessary to protect national security.

C. All Parties with access to LSAAP pursuant to this Agreement shall comply with the most stringent provisions of any health and safety plans developed for and applied to the facility and Site. This specifically includes Occupational Safety and Health Administration (OSHA) and Army safety regulations. Any Party may dispute the application of safety and health plans applied to the facility and Site.

D. To the extent that activities pursuant to this Agreement must be carried out on property not owned or leased by the Army, the Army shall use its best efforts to obtain access agreements from the owners which shall provide reasonable access for the Parties and/or their representatives. In the event that the Army is unable to obtain such access agreements, the Army shall promptly notify EPA and TWC regarding the lack of agreements and the Army's efforts to obtain access agreements.

XIII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. Any Party shall make all sampling results, test results, data and documents generated by that Party through implementation of this Agreement available, upon request, to the other Parties, unless withholding is authorized or determined appropriate by law. If a Party withholds requested data or documents, the Party shall identify the data or documents and the basis for withholding them. Sampling data shall not be withheld under any circumstances.

B. At the request of EPA or TWC, the Army shall allow, to the extent practicable, split or duplicate samples to be taken by EPA or TWC or their authorized representatives of any samples collected by the Army pursuant to the implementation of this Agreement. The Army shall notify the EPA and TWC Project Managers not less than ten (10) days in advance of any scheduled sample collection activity conducted pursuant to this Agreement.

XIV. EMERGENCY RESPONSE ACTIONS

A. Notwithstanding any other provision of this Agreement, the Army retains the right, consistent with E.O. 12580, to conduct such emergency actions as may be necessary to alleviate immediate threats to health or welfare or the environment from the release or threat of release of hazardous substances, pollutants or contaminants at or from the Facility. Such actions may be conducted at any time, either before or after the issuance of a ROD.

B. The Army shall provide the other Parties with oral notice as soon as possible after the Army determines that an emergency action is necessary. Within seven (7) days of initiating such an action, the Army shall provide written notice to the Parties explaining why such action is or was necessary. The notice shall contain the written bases (factual, technical, and scientific) for such action and any available documents supporting such action. Upon completion of an emergency action, the Army shall furnish written notification to EPA and TWC that the emergency action is completed. Such notice shall state to what extent the emergency action varied from the emergency action described in the initial written notification of emergency action.

XV. NOTIFICATION

A. All Parties shall transmit primary and secondary documents, and all notices required herein by certified mail, return receipt requested; next day mail; hand delivery; or facsimile. If facsimile is used, the original shall be mailed within twenty-four hours by any other prescribed method of sending notice. Any relevant time limitations for the sending Party shall be met upon dispatch of the document or notice in accordance with this Section. Any relevant time limitations for the receiving Party shall commence upon receipt of the document or notice by the receiving Party.

B. Notice to the individual Parties shall be provided under this Agreement to the following addresses:

(a) For the Army:

Project Manager
Lone Star Army Ammunition Plant
Attn: SMCLS-EN
Texarkana, Texas 75505-9101

(b) For the EPA:

Lone Star Project Manager
U. S. Environmental Protection Agency
1445 Ross Avenue
Dallas, Texas 75202

(c) For the TWC:

Texas Water Commission
Project Manager
Hazardous & Solid Waste Division
P. O. Box 13087
Capital Station
1700 N. Congress Avenue
Austin, Texas 78711-3087

XVI. DISPUTE RESOLUTION

A. Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. All Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Section shall be implemented to resolve a dispute.

B. Within thirty (30) days after: (1) issuance of a draft final primary document pursuant to Section IX, Consultation with EPA and TWC, or (2) any action which leads to or generates a dispute, the disputing Party shall submit to the DRC a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute and the technical, legal or factual

information the disputing Party is relying upon to support its position.

C. Prior to any Party's issuance of a written statement of dispute, the disputing Party shall engage the other Parties in informal dispute resolution among the Project Managers and/or their immediate supervisors. During this informal dispute resolution period the Parties shall meet as many times as is necessary to discuss and attempt resolution of the dispute.

D. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. The Parties shall each designate one (1) individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level (Senior Executive Service (SES) or equivalent) or be delegated the authority to participate on the DRC for the purposes of dispute resolution under this Agreement. The EPA representative on the DRC is the Hazardous Waste Management Division Director of EPA Region 6. The Army's representative is the Commander of LSAAP. The State representative on the DRC is the Director of the Hazardous & Solid Waste Division of the TWC. Written notice of any delegation of authority from a Party's designated representative on the DRC shall be provided to all other Parties pursuant to the procedures of Section XV, Notification.

E. Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) days to resolve unanimously the dispute and issue a written decision signed by all Parties. If the DRC is

unable to resolve unanimously the dispute within this twenty-one (21) day period, the written statement of dispute shall be forwarded to the SEC for resolution, within seven (7) days after the close of the twenty-one (21) day resolution period.

F. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The EPA representative on the SEC is the Regional Administrator of EPA Region 6. The Army's representative on the SEC is the Deputy Assistant Secretary of the Army for Environment, Safety, and Occupational Health. The State's representative on the SEC is the TWC Executive Director. The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a written decision signed by all parties. If unanimous resolution of the dispute is not reached within twenty-one (21) days, the Regional Administrator of EPA Region 6 shall issue a written position on the dispute. The Army or TWC may, within fourteen (14) days of the Regional Administrator's issuance of EPA's position, issue a written notice elevating the dispute to the Administrator of EPA for resolution in accordance with all applicable laws and procedures. In the event that neither the Army nor the TWC elects to elevate the dispute to the Administrator within the designated fourteen (14) day escalation period, both the Army and TWC shall be deemed to have agreed with the Regional Administrator's written position with respect to the dispute.

G. Upon escalation of a dispute to the Administrator of EPA pursuant to Subsection F above, the Administrator will review and

resolve the dispute within twenty-one (21) days. Upon request, and prior to resolving the dispute, the EPA Administrator shall meet and confer with the Army's Secretariat Representative and TWC's representative to discuss the issue(s) under dispute. Upon resolution, the Administrator shall provide the Army and TWC with a written final decision setting forth resolution of the dispute. The duties of the Administrator set forth in this Section shall not be delegated.

H. The pendency of any dispute under this Section shall not affect the Army's responsibility for timely performance of the work required by this Agreement, except that the time period for completion of work affected by such dispute shall be extended for a period of time usually not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement which are not affected by the dispute shall continue and be completed in accordance with the applicable schedule.

I. When dispute resolution is in progress, work affected by the dispute will immediately be discontinued if the Hazardous Waste Management Division Director of EPA Region 6 requests, in writing, that work related to the dispute be stopped because, in EPA's opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse effect on human health or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process. EPA will consult with the other Parties prior to initiating a work stoppage

request. After stoppage of work, if a Party believes that the work stoppage is inappropriate or may have potential significant adverse impacts, the Party may meet with EPA to discuss the work stoppage. Following this meeting, and further consideration of the issues, the EPA Region 6 Hazardous Waste Division Director will issue, in writing, a final decision with respect to the work stoppage. The final written decision may immediately be subjected to formal dispute resolution. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of the Party requesting dispute resolution.

J. Except for finalization of reports as specified in Subsection I of Section IX, within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Section, the Army shall incorporate the resolution and final determination into the appropriate plan, schedule or procedures and proceed to implement this Agreement according to the amended plan, schedule or procedures.

K. Resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution of any dispute arising under this Agreement. All Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of this Agreement.

XVII. DEADLINES

A. Within twenty-one (21) days of the effective date of this Agreement, the Army shall propose deadlines for completion of the following draft primary documents:

(1) Risk Assessment

(2) RI Report

(3) Initial Screening of Alternatives

(4) FS Report

(5) Proposed Plan

(6) Record of Decision

(7) Remedial Design Workplan

B. Within fifteen (15) days of receipt, EPA, in conjunction with TWC, shall review and provide comments to the Army regarding the proposed deadlines. Within fifteen (15) days following receipt of the comments the Army shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed deadlines. If the Parties agree on proposed deadlines, the finalized deadlines shall be incorporated into the appropriate Work Plans. If the Parties fail to agree within thirty (30) days on the proposed deadlines, the matter shall immediately be submitted for dispute resolution pursuant to Section XVI of this Agreement. The final deadlines established pursuant to this Section shall be published by EPA, in conjunction with TWC.

C. Within twenty-one (21) days of issuance of the Record of Decision, the Army shall propose target dates for completion of all

proposed secondary documents and deadlines for completion of the following draft primary documents:

(1) Remedial Design

(2) Remedial Action Work Plan

These target dates and deadlines shall be proposed, finalized and published utilizing the same procedures set forth in Subsection B of this Section.

D. The deadlines set forth in this Section, or to be established as set forth in this Section, may be extended pursuant to Section XVIII, Extensions. The Parties recognize that one possible basis for extension of the deadlines for completion of the RI/FS Reports is the identification of significant new site conditions during the performance of the remedial investigation.

XVIII. EXTENSIONS

A. Either a timetable and deadline or a schedule shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension by the Army shall be submitted in writing and shall specify:

(1) The timetable and deadline or the schedule that is sought to be extended;

(2) The length of the extension sought;

(3) The good cause(s) for the extension; and

(4) Any related timetable and deadline or schedule that would be affected if the extension were granted.

B. Good cause exists for an extension when sought in regard to:

(1) an event of force majeure;

(2) a delay caused by another Party's failure to meet any requirement of this Agreement;

(3) a delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;

(4) a delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; and

(5) any other event or series of events mutually agreed to by the Parties as constituting good cause.

C. Absent agreement of the Parties with respect to the existence of good cause, the Army may seek and obtain a determination through the dispute resolution process that good cause exists.

D. Within fourteen (14) days of receipt of a request for an extension of a timetable and deadline or a schedule, EPA and TWC shall advise the Army in writing of their respective positions on the request. Any failure by EPA or TWC to respond within the fourteen (14) day period shall be deemed to constitute concurrence in the request for extension. If EPA or TWC does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

E. If there is consensus among the Parties that the requested extension is warranted, the Army shall extend the affected

timetable and deadline or schedule accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be extended except in accordance with a determination resulting from the dispute resolution process.

F. Within seven (7) days of receipt of a statement of nonconcurrence with the requested extension, the Army may invoke dispute resolution.

G. A timely and good faith request for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected timetable and deadline or schedule until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, stipulated penalties may be assessed and may accrue from the date of the original timetable, deadline or schedule. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to compel compliance with the timetable and deadline or schedule as most recently extended.

XIX. FORCE MAJEURE

A force majeure shall mean any event arising from causes beyond the control of a Party that causes a delay in or prevents the performance of any obligation under this Agreement, including, but not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to

machinery, equipment or lines of pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; inability to obtain, at reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approvals, permits or licenses due to action or inaction of any governmental agency or authority other than the Army; delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and insufficient availability of appropriated funds, if the Army shall have made timely request for such funds as part of the budgetary process as set forth in Section XXIX, Funding. A force majeure shall also include any strike or other labor dispute, whether or not within the control of the Parties affected thereby. A force majeure shall not include increased costs or expenses of Response Actions, whether or not anticipated at the time such Response Actions were initiated.

XX. SELECTION, DESIGN AND IMPLEMENTATION OF REMEDIAL ACTIONS

A. The Parties agree to perform the tasks, obligations and responsibilities described in this Section in accordance with CERCLA and CERCLA guidance and policy; the NCP; pertinent provisions of RCRA and RCRA guidance (consistent with Section XXII, Statutory Compliance/RCRA-CERCLA Integration); Executive Order 12580; applicable State laws and regulations; and all terms and

conditions of this Agreement including documents incorporated into this Agreement or finalized in accordance with Section IX, Consultation with EPA and TWC.

B. Following finalization of the RI/FS, the Army shall submit to EPA and the TWC a Proposed Plan, which describes the preferred remedial action and reviews the screening of alternatives. Following consultation with EPA and TWC, the Proposed Plan is subject to public comment in accordance with Section XXXI, Public Comment.

C. Within thirty (30) days of the close of public comment, the Army shall submit to EPA and TWC, a responsiveness summary and a draft Record of Decision (ROD). The ROD will be finalized jointly by the Army and EPA, or if unable to reach agreement on selection of the remedial action, by the EPA Administrator.

D. Upon finalization of the ROD, the Army shall submit the design schedule to EPA and TWC in accordance with Section XVII, Deadlines. The design schedule should propose time frames for completion of a Statement of Work, Remedial Design Work Plan and the final Design Documents.

E. The Army shall submit the Remedial Design Work Plan to EPA and the TWC for review and comment in accordance with Section XVII, Deadlines. The Remedial Design Workplan shall include, but not be limited to:

(1) Health and Safety Plan

(2) Spill/Release Contingency Plan

(3) Quality Assurance Project Plan

(4) Sampling and Analysis Plan

(5) Preliminary Inspection, Maintenance and Monitoring Plan.

F. After consultation with EPA and TWC for the RD Work Plan, the Army shall submit 30%, 60% and 90% Remedial Design Drafts, which shall be considered secondary documents for purposes of this Agreement, and a Final Draft Remedial Design which shall be considered a primary document for purposes of this Agreement, for review and comment in accordance with Section IX, Consultation.

G. The final design document shall include the implementation schedule for the remedial action. The Army must implement substantial, continuous, physical onsite remedial action within 15 months of finalization of the ROD.

H. During the remedial action, monthly meetings shall be held between the Project Managers regarding the progress and details of the design. The Project Managers may make schedule changes for the monthly meetings and for the performance of the remedial action in accordance with the provisions of Section XVIII, Extensions.

I. When the Army determines that the remedial action has been completed in accordance with the requirements of the Agreement, it shall submit to the EPA and TWC a Construction Report. The Construction Report will include: all data collected during the site remediation; a narrative description summarizing major activities conducted and problems addressed during the remediation; as-built plans and modifications from the specifications of the Remedial Design; documentation of compliance with the Construction

Quality Assurance Plan; and certification by a Professional Engineer that the work has been completed in compliance with the terms of this Agreement. Within 180 days of the receipt of the report, the EPA and TWC shall provide the Army written notice approving or rejecting the Report. If the Report is approved, the EPA and TWC shall issue to the Army a Certification of Completion. If EPA and/or TWC rejects the Report, a basis for the rejection will be provided by the rejecting party, and the Army may invoke dispute resolution to review EPA's or TWC's determination.

J. The Army will perform the long-term operation and maintenance for the selected remedial action(s).

XXI. ASSESSMENT AND SELECTION OF SUPPLEMENTAL RESPONSE ACTIONS

A. The Parties recognize that subsequent to finalization of the ROD, a need may arise for one or more supplemental response actions to remedy continuing or additional releases or threats of releases of hazardous substances, pollutants or contaminants at or from the Site. If such a release or threat of release presents an imminent threat to human health or the environment, it shall be addressed pursuant to Section XIV, Emergency Response Actions. If such release or threat of release does not present an imminent threat to human health or the environment, it shall be addressed pursuant to Subsections A through F of this Section regardless of whether the determination of the need for such supplemental response action is based on a periodic review conducted pursuant

to Section XXIII, Periodic Review, or on some other source of information.

B. A supplemental response action shall be undertaken only when:

(1) A determination is made that as a result of the release or threat of release of a hazardous substance, pollutant or contaminant at or from the Site an additional response action is necessary and appropriate to assure the protection of human health and the environment; and

(2) Either of the following conditions is met for any determination made pursuant to Paragraph (1) above:

(a) For supplemental response actions proposed after finalization of the ROD, but prior to EPA Certification, the determination must be based upon information received in whole or in part by EPA following finalization of the ROD; or

(b) For supplemental response actions proposed after EPA Certification, the determination must be based upon conditions that were unknown at the time of EPA Certification.

C. If, after finalization of the ROD, any Party concludes that a supplemental response action is necessary, based on the criteria set forth in Subsection B of this Section, such Party may promptly notify the others of its conclusion in writing. The Project Managers shall confer and attempt to reach consensus on the need for such an action within forty-five (45) days of the receipt of such notice. If within that forty-five (45) day period, the Project Managers have failed to reach consensus, any Party may

notify the other Parties in writing that it intends to invoke dispute resolution. If the Project Managers are still unable to reach consensus within fourteen (14) days of the issuance of such notice, the question of the need for the supplemental response action shall be resolved through dispute resolution.

D. If the Project Managers agree or if it is determined through dispute resolution that a supplemental response action is needed based on the criteria set forth in Subsection A above, the Army shall prepare a draft supplemental response action plan that shall include supplemental RI/FS deadlines. Supplemental RI/FS deadlines may be extended pursuant to Section XVIII, Extensions. The Army shall provide the draft supplemental response action plan to the other Parties. The other Parties shall have forty-five (45) days in which to comment. The Army shall respond to those comments within forty five (45) days after close of the comment period. Any Party may then invoke dispute resolution to resolve a dispute with respect to the supplemental response action plan. After any disagreements with respect to the supplemental response action plan have been resolved, the Army shall supplement the administrative record with the supplemental RI/FS deadlines.

E. After any disputes with respect to a supplemental response action plan have been resolved, the Army shall conduct a supplemental RI/FS and issue a supplemental ROD in accordance with the supplemental response action plan. The provisions in Section IX, Consultation, and Section XX, Selection, Design and Implementation of Remedial Actions, shall govern the planning and

selection of supplemental response actions to the same extent they govern the planning and selection of final response actions, unless it is the consensus of the Parties that a particular provision does not apply. The supplemental ROD shall include the design schedule that shall govern completion of the design work for the supplemental response action.

F. Following issuance of the supplemental response action ROD, the supplemental response action shall be implemented pursuant to that ROD and this Section XXI, Assessment and Selection of Supplemental Response Actions.

XXII. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

A. The Parties intend to integrate the Army's CERCLA response obligations and RCRA corrective action obligations which relate to the release(s) of hazardous substances, hazardous wastes, pollutants or contaminants at or from the Site into this comprehensive Agreement. Therefore, the Parties intend that activities covered by this Agreement will achieve compliance with CERCLA, 42 U.S.C. §9601 et seq., satisfy the corrective action requirements of RCRA §§3004(u) & (v), 42 U.S.C. §§6924(u) & (v), for a RCRA permit, and RCRA §3008(h), 42 U.S.C. §6928(h), for interim status facilities, and meet or exceed all ARARs, to the extent required by CERCLA §121, 42 U.S.C. §9621, and applicable State law.

B. Based upon the foregoing, the Parties intend that any remedial action selected, implemented and completed under this

Agreement will be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further corrective action under RCRA (i.e., no further corrective action shall be required). The Parties agree that with respect to releases of hazardous wastes covered by this Agreement, RCRA shall be considered an ARAR pursuant to CERCLA Section 121, 42 U.S.C. §9621. Other solid and hazardous waste activities not covered by this Agreement remain subject to all applicable State and Federal environmental requirements.

C. The Parties recognize that the requirement to obtain permits for response actions undertaken pursuant to this Agreement shall be as provided for in CERCLA and the NCP. The Parties further recognize that on-going hazardous waste management activities at LSAAP may require the issuance of permits under Federal and State laws. This Agreement does not affect the requirements, if any, to obtain such permits. However, if a permit or TWC Compliance Plan is issued to the Army for on-going hazardous waste management activities at the Site, the issuing Party shall incorporate by reference any appropriate provisions, including appropriate schedules (and the provision for extension of such schedules), of this Agreement into such permit or TWC Compliance Plan. The Parties intend that judicial review of any permit conditions which reference this Agreement shall, to the extent authorized by law, only be reviewed under the provisions of CERCLA.

D. Nothing in this Agreement shall alter the Army's authority with respect to removal actions conducted pursuant to CERCLA §104, 42 U.S.C. §9604.

XXIII. PERIODIC REVIEW

A. Subject to Subsection B of this Section, the Army shall conduct a periodic review of any final and supplemental response action taken at the Site to determine whether and to what extent any additional remedial action is necessary. The periodic review shall be conducted in accordance with CERCLA §121(c), 42 U.S.C. §9621(c), and any pertinent regulation or guidance issued by EPA that is not inconsistent with CERCLA and the NCP. Upon completion, the Army shall provide the assessment report to the Parties for review and comment.

B. The periodic review for each operable unit shall be conducted not less often than every five (5) years after initiation of the final response action for that operable unit, as long as hazardous substances, pollutants or contaminants remain within the area covered by that operable unit.

C. The assessment and selection of any additional response action determined to be necessary by EPA as a result of a periodic review shall be in accordance with this Section. Except for emergency actions, which shall be governed by Section XIV, Emergency Response Actions, such response action shall be implemented by the Army as a supplemental response action in

accordance with Section XXI, Assessment and Selection of Supplemental Response Actions.

XXIV. ENFORCEABILITY

A. The Parties agree that:

1. Upon the effective date of this Agreement, any standard, regulation, condition, requirement or order which has become effective under CERCLA and is incorporated into this Agreement is enforceable by any person pursuant to CERCLA §310(a), and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under CERCLA §§109 and 310(c), 42 U.S.C. §§9609 and 9659(c);

2. All timetables or deadlines associated with the RI/FS shall be enforceable by any person pursuant to CERCLA §310(a), and any violation of such timetables or deadlines will be subject to civil penalties under CERCLA §§109 and 310(c), 42 U.S.C. §§9609 and 9659(c);

3. All terms and conditions of this Agreement which relate to operable units or final remedial actions, including corresponding timetables, deadlines or schedules, and all work associated with the operable units or final remedial actions, shall be enforceable by any person pursuant to CERCLA §310(a), and any violation of such terms or conditions will be subject to civil penalties under CERCLA §§109 and 310 (c), 42 U.S.C. §§9609 and 9659(c);

4. Any final resolution of a dispute pursuant to Section XVI of this Agreement that establishes a term, condition, timetable, deadline or schedule shall be enforceable by any person pursuant to CERCLA §310(a), and any violation of such term, condition, timetable, deadline or schedule will be subject to civil penalties under CERCLA § 109 and 310(c), 42 U.S.C. §§9609 and 9659(c).

B. Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action or work where review is barred by any provision of CERCLA, including CERCLA §113(h), 42 U.S.C. §9613(h).

C. The Parties agree to exhaust their rights under Section XVI, Dispute Resolution, prior to exercising any rights to judicial review that they may have.

D. The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.

XXV. STIPULATED PENALTIES

A. In the event that the Army fails to submit a primary document (i.e., Scope of Work, RI/FS Work Plan, Risk Assessment, RI Report, Initial Screening of Alternatives, FS Report, Proposed Plan, Record of Decision, Remedial Design, Remedial Action Work Plan) to EPA and TWC pursuant to the appropriate timetable or deadline in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement which relates to an operable unit or final remedial action, EPA may

(4) A statement of any additional action taken by or at the facility to prevent recurrence of the same type of failure; and

(5) The total dollar amount of the stipulated penalty assessed for the particular failure.

D. Stipulated penalties assessed pursuant to this Section shall be payable to the Hazardous Substance Superfund only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to, the DOD.

E. In no event shall this Section give rise to a stipulated penalty in excess of the amount set forth in CERCLA §109, 42 U.S.C. §9609.

F. This Section shall not affect the Army's ability to obtain an extension of a timetable, deadline or schedule pursuant to Section XVIII, Extensions

G. Nothing in this Agreement shall be construed to render any officer or employee of the Army personally liable for the payment of any stipulated penalty assessed pursuant to this Section.

XXVI. OTHER CLAIMS

A. Subject to Section XXII, Statutory Compliance, nothing in this Agreement shall restrict EPA or TWC from taking any action under CERCLA, RCRA, state law, or other environmental statutes for any matter not specifically addressed by this Agreement.

B. Nothing in this Agreement shall constitute or be construed as a release from any claim, cause of action or demand in law or

assess a stipulated penalty against the Army. A stipulated penalty may be assessed in an amount not to exceed $5,000 for the first week (or part thereof), and $10,000 for each additional week (or part thereof) for which a failure set forth in this Section occurs.

B. Upon determining that the Army has failed in a manner set forth in Subsection A of this Section, EPA shall so notify the Army in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the Army shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. The Army shall not be liable for the stipulated penalty assessed by EPA if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

C. The annual reports required by CERCLA §120(e)(5), 42 U.S.C. §9620 (e)(5), shall include, with respect to each final assessment of a stipulated penalty against the Army under this Agreement, each of the following:

(1) The facility responsible for the failure;

(2) A statement of the facts and circumstances giving rise to the failure;

(3) A statement of any administrative or other corrective action taken at the relevant facility, or a statement of why such measures were determined to be inappropriate;

equity against any person, firm, partnership, or corporation not a signatory to this Agreement for any liability it may have arising out of or in any way relating to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substance, hazardous waste, pollutants, or contaminants found at, taken to, or taken from LSAAP.

XXVII. TRANSFER OF PROPERTY

No change in ownership in LSAAP shall in any way alter the status of the Parties under this Agreement. The Army agrees to include notice of this Agreement in any document transferring ownership of any portion of the Site in accordance with CERCLA Section 120(h), 42 U.S.C. §9620(h), and shall furnish EPA and TWC with notice of any such change or transfer at least ninety (90) days prior to such sale or transfer. Notice pursuant to CERCLA Section 120(h)(3)(B), 42 U.S.C. §9620(h)(3)(B), of any transfer of ownership shall not relieve the Army of its obligation to perform under this Agreement.

XXVIII. RESERVATION OF RIGHTS

A. The Army reserves the right to raise or assert any defense, whether procedural or substantive, in law or equity, or to raise any issue as to jurisdiction, or standing of any Party, or any other matter in a proceeding related to this Agreement, which the Army might otherwise be entitled to raise or assert.

B. Notwithstanding compliance with the terms of this Agreement, including the completion of a RI/FS and the remedial action(s) selected and approved by EPA and TWC, the Army and LSAAP are not released from any liability which they may have pursuant to any provisions of Federal or State laws and regulations, and the EPA expressly reserves the right to pursue the Army and LSAAP for violations not covered in this Agreement.

C. The State of Texas reserves the right to take any action to the extent provided by law and after exhausting its remedies under this Agreement, pursuant to RCRA and/or any other available legal authority, including, but not limited to, the right to challenge the selection of a remedial action that does not attain an ARAR standard, requirement, criteria or limitation, the right to implement remedial action it deems appropriate and to seek injunctive relief, monetary penalties, punitive damages, natural resource damages, and other damage claims for any violation of law. Nothing in this Agreement shall limit the State's rights as described in CERCLA Section §121(f)(3), 42 U.S.C. §9621(f)(3).

D. Nothing in this Agreement shall be construed as a restriction or waiver of any rights EPA or TWC may have under CERCLA, including but not limited to any rights under CERCLA Sections 113 and 310, 42 U.S.C. §§9613 and 9659. The Army does not waive any rights it may have under CERCLA §§120, 211 and Executive Order 12580.

E. Nothing in this Agreement should be deemed to constitute a waiver on the part of the TWC of its authority to require, issue,

modify, revoke or enforce a RCRA permit or enforce its authority pursuant to applicable Federal and State law to regulate interim status RCRA units or solid waste management units which may be located at the facility and which are not subject to this Agreement.

XXIX. FUNDING

A. It is the expectation of the Parties to this Agreement that all obligations of the Army arising under this Agreement will be fully funded. The Army agrees to seek sufficient funding through the DOD budgetary process to fulfill its obligations under this Agreement.

B. In accordance with CERCLA §120(e)(5)(B), 42 U.S.C. §9620(e)(5)(B), the Army shall include in its annual report to Congress the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.

C. Any requirement for the payment or obligation of funds, including stipulated penalties, by the Army established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

D. If appropriated funds are not available to fulfill the Army's obligations under this Agreement, EPA and TWC reserve the right to initiate an action against any other person, or to take any response action, which would be appropriate absent this Agreement.

E. Funds authorized and appropriated annually by Congress under the "Environmental Restoration, Defense" (DERA) appropriation in the Department of Defense Appropriation Act and allocated by the Deputy Assistant Secretary of Defense (Environment) to the Army will be the source of funds for activities required by this Agreement consistent with Section 211 of SARA, 10 U.S.C. Chapter 160. However, should the DERA appropriation be inadequate in any year to meet the total Army CERCLA implementation requirements, the DOD shall employ and the Army shall follow a standardized DOD prioritization process which allocates that year's appropriations in a manner which maximizes the protection of human health and the environment. A standardized DOD prioritization model shall be developed and utilized with the assistance of EPA and the States.

XXX. COMMUNITY RELATIONS

A. The Parties shall coordinate any statements to the press with respect to this Agreement or any aspect of the processes set forth in this Agreement. Except in case of an emergency requiring the release of necessary information, any Party issuing a press release with reference to any of the work required by this Agreement to any publication shall advise the other Parties of such

press release and the contents thereof, at least two (2) business days prior to issuance.

B. The Army agrees to comply with all relevant EPA policy and guidance on community relations programs which are in accordance with CERCLA, RCRA, and consistent with the NCP.

C. The Army shall develop and implement a Community Relations Plan within sixty (60) days after the effective date of this Agreement which responds to the need for an interactive relationship with all interested community elements, both on LSAAP and off, regarding environmental activities conducted pursuant to this Agreement by the Army.

XXXI. PUBLIC COMMENT

A. This Agreement shall be subject to public comment as follows:

(1) On or about ten (10) calendar days after execution of this Agreement by all Parties, the Army shall publish a notice in at least one (1) major local newspaper of general circulation that this Agreement is available for a forty-five (45) day period of public review and comment.

(2) Promptly upon completion of the public comment period, the Army shall transmit to the other Parties copies of all comments received within the comment period.

(3) Within thirty (30) days after the close of the public comment period, any Party may seek to have this Agreement

amended, in accordance with Section XXXV, Amendment or Modification of Agreement, in response to the comments received.

B. The Parties agree that this Agreement and any subsequent proposed plan or alternative proposals considered for remedial action at the Site arising out of this Agreement shall comply with public participation requirements of CERCLA Section 117, 42 U.S.C. §9617.

C. The Army agrees it shall establish and maintain an Administrative Record at or near LSAAP in accordance with CERCLA §113(k), 42 U.S.C. §9613. The Administrative Record must be compiled before the proposed plan is issued for public comment. A copy of each document placed in the Administrative Record will be provided to the EPA and TWC. The Administrative Record Index developed by the Army shall be periodically updated and supplied to EPA and TWC.

XXXII. PRESERVATION OF RECORDS

Despite any document retention policy to the contrary, the Parties shall preserve, during the pendency of this Agreement and for a minimum of seven (7) years after its termination, all records and documents in their possession which relate to the actions carried out pursuant to this Agreement. After this seven (7) year period, each Party shall notify the other Parties at least thirty (30) days prior to destruction of any such documents. Upon request by any Party, the requested Party shall make available such records

or copies of any such records, unless withholding is authorized and determined appropriate by law.

XXXIII. EPA COST REIMBURSEMENT

The Parties agree to amend this Agreement at a later date in accordance with any subsequent national resolution of the issue of cost reimbursement.

XXXIV. STATE COST REIMBURSEMENT

A. The Army, pursuant to its authority under 10 U.S.C. §2701(d), agrees to request funding and reimburse the State of Texas, subject to the conditions and limitations set forth in this Section and subject to Section XXIX, Funding, for all reasonable costs the State incurs in providing services in direct support of LSAAP's environmental restoration activities conducted pursuant to this Agreement at the Site, provided that the costs of such services have not been reimbursed to Texas by other federal mechanisms such as EPA funding. Full payment of State costs pursuant to this Agreement constitutes final settlement of any claims the State may have for performance of services outlined in Subsection B carried out after October 17, 1986. The payment of state costs pursuant to this Agreement shall be in addition to, and does not constitute a payment in lieu of, any other hazardous waste generation or disposal fees required to be paid by the Army under state law.

B. Reimbursable expenses shall consist only of actual expenditures required to be made and actually made by Texas in providing the following assistance to LSAAP:

1. Timely technical review and substantive comment on reports or studies which LSAAP prepares in support of its response actions and submits to TWC;

2. Identification and explanation of State ARARs;

3. Site visits to ensure investigations and cleanup activities are implemented in accordance with appropriate State requirements, or in accordance with agreed upon conditions between LSAAP and TWC that are established in the framework of this Agreement;

4. Support and assistance to LSAAP in the conduct of public participation activities in accordance with Federal and State requirements for public involvement; and,

5. Other services that TWC will provide that are set out in this Agreement.

C. Procedures:

1. Within ninety (90) days after the end of each quarter of the federal fiscal year, TWC shall submit to LSAAP an accounting of all State costs actually incurred during that quarter in providing direct support services under Subsection B. Such accounting shall be accompanied by cost summaries and be supported by documentation which meets federal auditing requirements. The summaries will set forth employee-hours and other expenses by major type of support service. All costs submitted must be for work

directly related to implementation of this Agreement and not inconsistent with either the NCP or the requirements described in Office of Management and Budget Circulars A-87, Cost Principles for State and Local Governments, and A-128, Audits for Cooperative Agreements with State and Local Governments. The Army has the right to audit cost reports used by TWC to develop the cost summaries. For State costs occurring after October 17, 1986, but before the effective date of this Agreement, LSAAP and the State shall develop a payment schedule in accordance with Subsection B.

2. Except as provided pursuant to Subsections C.3 or D of this Section, within ninety (90) days of receipt of the accounting provided pursuant to Subsection C.1, LSAAP shall reimburse TWC in the amount set forth in the accounting.

3. In the event LSAAP contends that any of the costs set forth in the accounting provided pursuant to Subsection C.1 of this Section are not properly payable, the matter shall be resolved through the dispute resolution process set forth at Subsection G of this Section.

D. Fiscal Limitations:

1. LSAAP shall not be responsible for reimbursing Texas for any costs actually incurred in the implementation of this Agreement in excess of one percent (1%) of the LSAAP DERA funded total lifetime project costs incurred after October 17, 1986, and through construction of the remedial actions. This total reimbursement limit is currently estimated to be a sum of twenty five thousand dollars ($25,000.00) over the life of the Agreement.

Circumstances could arise whereby fluctuations in the LSAAP estimates or actual final costs through the construction of the final remedial action creates a situation where Texas receives reimbursement in excess of one percent (1%) of these costs. Under these circumstances, Texas remains entitled to payment for services rendered prior to the completion of a new estimate under Subsection E if the services are within the ceiling applicable under the previous estimate. Funding of support services must be constrained so as to avoid unnecessary diversion of the limited DERA funds available for the overall cleanup; therefore, support services should not be disproportionate to overall project costs and budget. Estimates of total lifetime project costs developed under this Agreement are provided solely for the purpose of calculating the amount of reimbursement Texas is eligible to receive.

2. Ordinarily, LSAAP will not reimburse more than twenty-five percent (25%) of the total reimbursable limit in any one federal fiscal year. LSAAP may approve an exception to this twenty-five percent (25%) limit if TWC demonstrates the need for a higher percentage based on the scope of work projected during the fiscal year.

E. Either LSAAP or TWC may request a recomputation of the total reimbursement limit in Subsection D.1 of this Section if there is significant change in the estimate of LSAAP total lifetime project costs incurred through construction of the remedial actions. If LSAAP or TWC are unable to agree on a recomputed total

reimbursement limit, either may initiate dispute resolution under Subsection G.

F. TWC recognizes that a necessity for effectuating sufficient funding for this Agreement is the provision by TWC to LSAAP of timely and accurate estimates of reimbursable costs. Within thirty (30) days of the signing of this Agreement by TWC, it shall provide LSAAP with cost estimates for all anticipated reimbursable expenses to be incurred for the remainder of the current federal fiscal year and the following fiscal year. At least ninety (90) days before the expiration of each fiscal year thereafter, TWC shall provide LSAAP with cost estimates for all anticipated reimbursable expenses to be incurred during the following fiscal year. Based on the TWC estimates, LSAAP shall, at the beginning of each fiscal year, advise TWC as to the availability of funds to pay reimbursable costs. TWC shall expeditiously notify LSAAP if it becomes aware that the cost estimates provided under this Subsection are no longer substantially accurate and provide in their place new cost estimates.

G. Section XVI, Dispute Resolution, notwithstanding, any dispute between LSAAP and TWC regarding the application of this Section or any matter this Section controls, including but not limited to allowability of expenses and limitations of expenses under Subsection C of this Section, shall be resolved in accordance with this Subsection.

1. The LSAAP and TWC Project Managers shall be the primary points of contact to coordinate resolution of disputes under this Section.

2. If the LSAAP and TWC Project Managers are unable to resolve a dispute, the matter shall be referred to the Commander, U.S. Army Armament, Munitions, and Chemical Command, or his designated representative, and the Director of the Hazardous & Solid Waste Division of the TWC, within five (5) days.

3. Should the Commander and the Director of the Hazardous & Solid Waste Division of the TWC be unable to resolve the dispute within ten (10) days, the matter shall be elevated to the Deputy Assistant Secretary of the Army for Environment, Safety, and Occupational Health and the TWC Executive Director.

4. It is the intention of LSAAP and TWC that all disputes shall be resolved strictly in accordance with this Section; however, the use of informal dispute resolution is encouraged. In the event the Deputy Assistant Secretary and the TWC Executive Director are unable to resolve the dispute, the State of Texas retains all of its legal and equitable remedies to recover its costs.

H. The Army and the State of Texas agree that the terms and conditions of this Section shall become null and void when the State enters into a Defense/State Memorandum of Agreement (DSMOA) with the Department of Defense (DOD) which addresses State reimbursement.

XXXV. AMENDMENT OR MODIFICATION OF AGREEMENT

This Agreement can be amended or modified solely upon written consent of all Parties. Such amendments or modifications shall have as the effective date that date on which they are signed by all Parties and notice thereof is provided to each signatory pursuant to Section XV, Notification.

XXXVI. TERMINATION AND SATISFACTION

The provisions of this Agreement shall be deemed satisfied upon a consensus of the Parties that the Army has completed its obligations under the terms of this Agreement. Following EPA certification of the remedial actions at the Site pursuant to Section XX, Selection, Design and Implementation of Remedial Actions, any Party may propose in writing the termination of this Agreement upon a showing that the objectives of this Agreement have been satisfied. A Party opposing termination of this Agreement shall serve its objection upon the proposing Party within thirty (30) days of receipt of the proposal. Without prejudice to the Army's obligation for periodic review under Section XXIII, no Party shall unreasonably withhold or delay termination of this Agreement.

XXXVII. EFFECTIVE DATE

The effective date of this Agreement shall be the date on which EPA issues notice to the Parties. Such notice shall be issued after the implementation of Section XXXI, Public Comment.

THIS AGREEMENT CAN BE EXECUTED IN COUNTERPART.

IT IS SO AGREED:

United States Department of the Army

By: Lewis D. Walker Date: 6/18/90
Lewis D. Walker
Deputy Assistant Secretary of the Army for the Environment, Safety and Occupational Health

Lone Star Army Ammunition Plant

By: R Ihrke Date: 21 Jun 90
Lieutenant Colonel Paul W. Ihrke
Commander

Texas Water Commission

By: _____ Date: _____
Allen P. Beinke
Executive Director

U.S. Environmental Protection Agency

By: J. D Hankinson Date: 7-17-90
Robert E. Layton Jr., P.E.
Regional Administrator

THIS AGREEMENT CAN BE EXECUTED IN COUNTERPART.

IT IS SO AGREED:

United States Department of the Army

By: _____ Date: _____

Lewis D. Walker
Deputy Assistant Secretary of the Army for the Environment, Safety and Occupational Health

Lone Star Army Ammunition Plant

By: _____ Date: _____

Lieutenant Colonel Paul H. Ihrke
Commander

Texas Water Commission

By: Allen P. Beinke Date: 7/2/90

Allen P. Beinke
Executive Director

U.S. Environmental Protection Agency

By: _____ Date: 7-17-90

Robert E. Layton Jr., P.E.
Regional Administrator

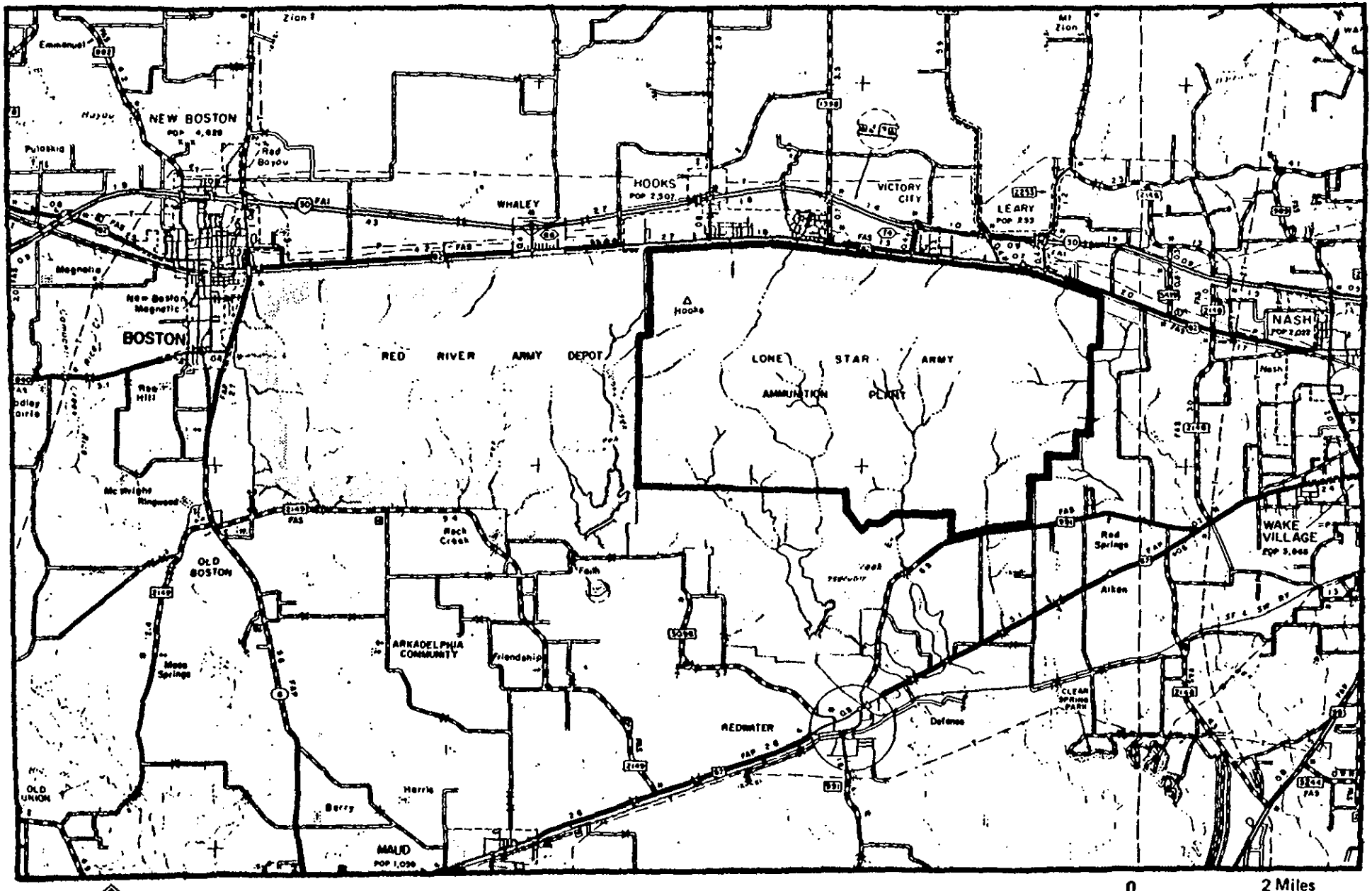

FIGURE 1-2
LONE STAR ARMY AMMUNITION PLANT AND VICINITY

SOURCE: USDOT, 1983.

Dames & Moore

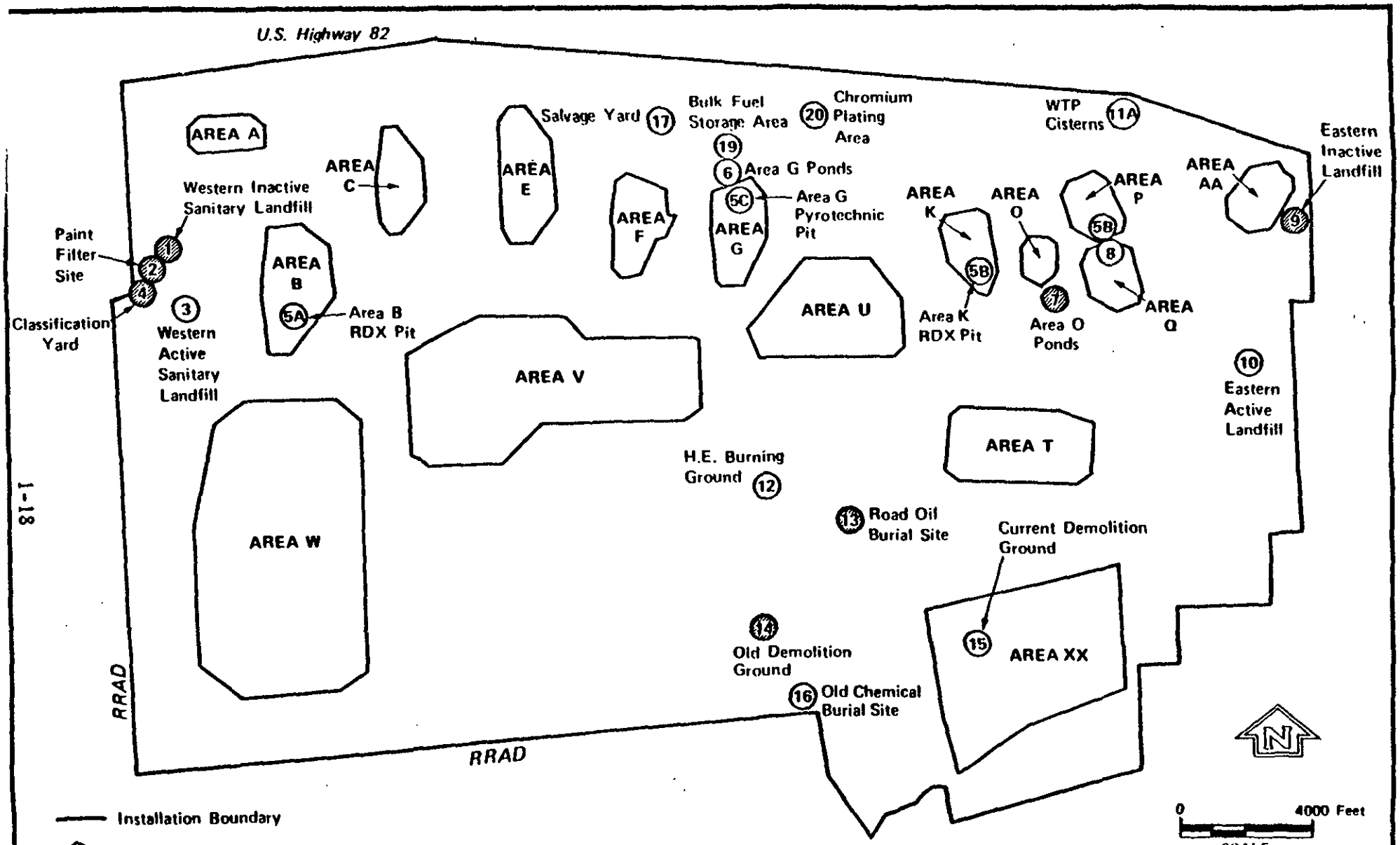

FIGURE 1-5
LOCATION OF SITES FOR REMEDIAL INVESTIGATION
LONE STAR ARMY AMMUNITION PLANT, TEXAS

Dames & Moore

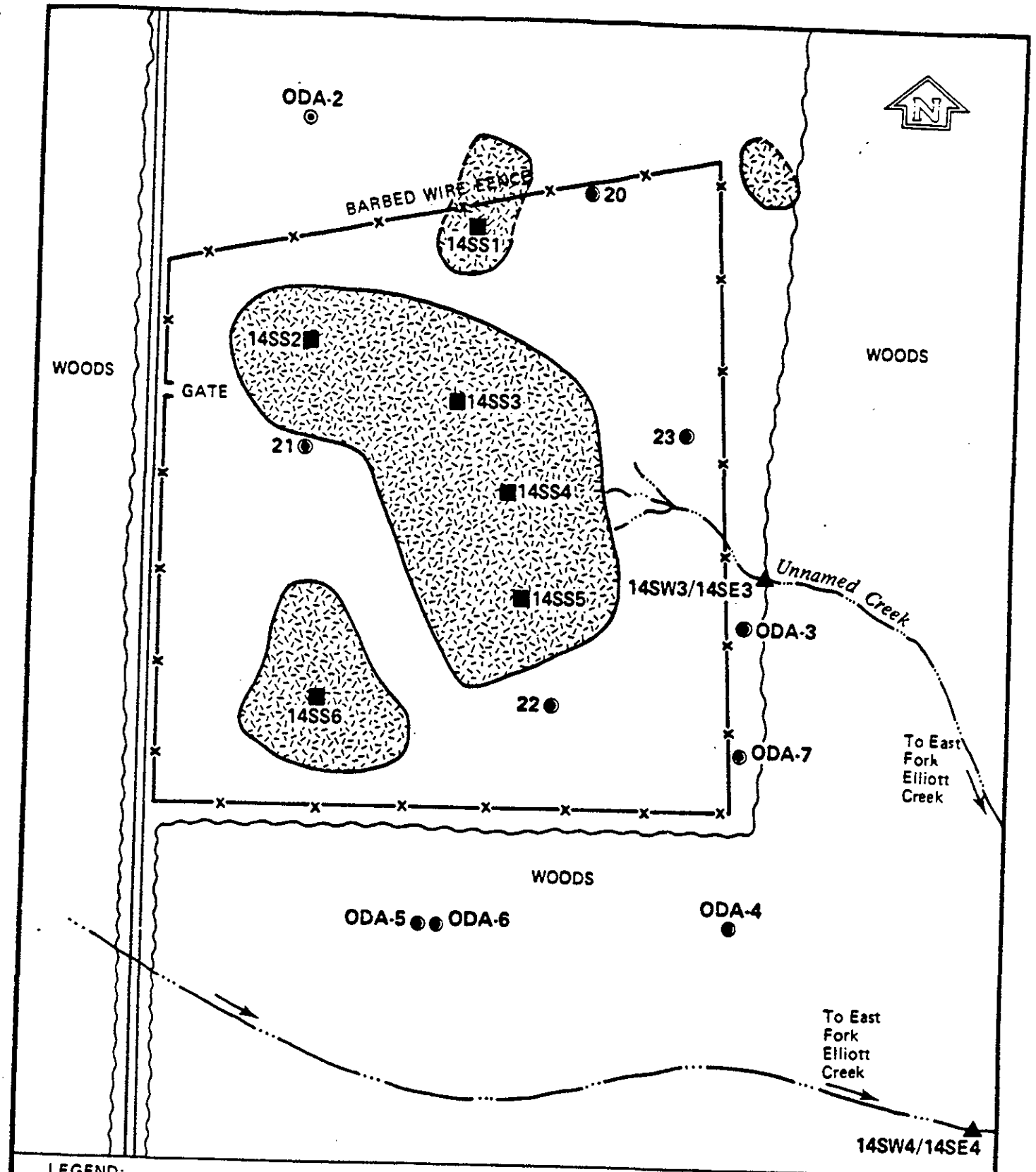

FIGURE 1-13
SITE 14, OLD DEMOLITION AREA
LONE STAR ARMY AMMUNITION PLANT, TEXAS