

UNITED STATES

ENVIRONMENTAL PROTECTION AGENCY

REGION III

IN THE MATTER OF:

National Aeronautics and Space
Administration
Wallops Island, Virginia

RESPONDENT

NASA GSFC Wallops Flight Facility
Route 803
Wallops Island, Virginia 23337
EPA I.D. No. VA8800010763

GSFC/NASA Wallops Flight Facility
Route 798
Wallops Island, Virginia 23337
EPA I.D. No. VA7800020888

FACILITY

**ADMINISTRATIVE AGREEMENT ON
CONSENT**

U.S. EPA Docket Number:
RCRA-03-2004-0201TH

Proceeding under Section 7003 of the
Resource Conservation and Recovery
Act, as amended, 42 U.S.C. § 6973.

ADMINISTRATIVE AGREEMENT ON CONSENT

ADMINISTRATIVE AGREEMENT

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ATTACHMENT

Attachment 1 Index of Administrative Record

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ADMINISTRATIVE AGREEMENT ON CONSENT

The parties to this Administrative Agreement on Consent ("Consent Agreement" or "Agreement"), the United States Environmental Protection Agency ("EPA") and the National Aeronautics and Space Administration ("NASA") (collectively, the "Parties"), having agreed to enter into this Consent Agreement, it is therefore agreed that:

I. JURISDICTION

1. This Consent Agreement is issued pursuant to the authority vested in the Administrator of the EPA by Section 7003 of the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 (collectively referred to hereinafter as "RCRA"), 42 U.S.C. Section 6973. The authority vested in the Administrator has been delegated to the Regional Administrators by EPA Delegation No. 8-22-C dated March 20, 1985 and further delegated to the Director of the Waste and Chemicals Management Division on September 1, 1998.
2. On March 6, 1986, EPA granted the Commonwealth of Virginia (the "Commonwealth" or "Virginia") authorization to operate a state hazardous waste program in lieu of the federal program, pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b) and since that time, EPA has authorized revisions to Virginia's hazardous waste program. The Commonwealth, however, does not have authority to enforce Section 7003 of RCRA. The Commonwealth has been given notice of this Consent Agreement pursuant to Section 7003(a) of RCRA, 42 U.S.C. § 6973(a).
3. EPA enters into this Consent Agreement with NASA, the owner and operator of the following two facilities: (1) Wallops Main Base located at NASA GSFC /Wallops Flight Facility, Route 803 Wallops Island, Virginia 23337 (EPA I.D. No. VA8800010763) (the "Main Base Parcel") and (2) Wallops Island located at GSFC/NASA Wallops Flight Facility, Route 798, Wallops Island, Virginia 23337 (EPA I.D. No. VA7800020888) (the "Wallops Island Parcel"). NASA consents to this Consent Agreement and agrees to comply with its terms and will not contest EPA's authority to enter into this Consent Agreement and to enforce its terms. Further, NASA will not contest EPA's authority to compel compliance with this Consent Agreement in any subsequent enforcement proceedings, require NASA's full or interim compliance with the terms of this Consent Agreement, or impose sanctions for violations of this Consent Agreement.

II. PARTIES BOUND

1. This Consent Agreement shall apply to and be binding upon EPA, NASA and their agents, successors and assigns.
2. No change in ownership of any property covered by this Consent Agreement, or in the organization or status of NASA, shall in any way alter, diminish, or otherwise affect NASA's obligations and responsibilities under this Consent Agreement.
3. NASA is responsible for complying with this Consent Agreement and for ensuring that all work performed pursuant to this Consent Agreement is conducted in accordance with the requirements of this Consent Agreement. NASA shall provide written notification of the requirements of this Consent Agreement as well as provide an opportunity to review it upon request to all supervisory personnel, contractors, subcontractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Consent Agreement and shall do so within seven (7) calendar days of the effective date of this Consent Agreement or date of such retention, whichever is later. All contracts, agreements or other arrangements with such persons shall require such persons to conduct or monitor the work in accordance with the requirements of this Consent Agreement. Notwithstanding the terms of any such contract, agreement or arrangement, NASA is responsible for complying with this Consent Agreement and for ensuring that all such persons perform such work in accordance with this Consent Agreement.
4. In the event of any change in ownership or operation of the Main Base Parcel and/or the Wallops Island Parcel, NASA shall notify EPA in writing of the nature of any such change no later than fifteen (15) calendar days after the effective date of such change. In addition, NASA shall provide a copy of this Consent Agreement to any successor to the Main Base Parcel and/or the Wallops Island Parcel at least fifteen (15) calendar days prior to the effective date of such change. Nothing stated in this Paragraph 4 shall relieve NASA from complying with the terms and conditions of this Consent Agreement in the time and manner specified herein.

III. STATEMENT OF PURPOSE

In entering into this Consent Agreement, the mutual objectives of EPA and NASA are: (1) to control the human and ecological exposure to releases of hazardous substances, solid wastes, hazardous wastes and/or hazardous constituents from any medium; (2) to perform Early Actions ("EA"), as necessary, to prevent or mitigate threats to public health or the environment; (3) to perform a Remedial Investigation ("RI") to determine fully the nature and extent of any release of hazardous substances, solid wastes, hazardous wastes and/or hazardous constituents at or from the Main Base and/or Wallops Island Parcels; (4) to perform a Feasibility Study ("FS") to identify and evaluate alternatives for remedial action(s) necessary to prevent or mitigate migration or releases of hazardous substances, solid wastes, hazardous wastes and/or hazardous constituents at or from the Main Base and/or Wallops Island Parcels; and (5) to implement and monitor, if applicable, the remedial alternative(s) approved by EPA.

IV. FINDINGS OF FACT

1. NASA is a federal agency and is a "person" as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15). NASA is subject to the requirements of Section 6001 of RCRA, 42 U.S.C. § 6961, including compliance with the requirements of RCRA in the same manner as a person, as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).
2. NASA has owned and operated the Wallops Flight Facility ("WFF") located on Route 175, in Wallops Island, Accomack County, Virginia since 1959. The WFF consists of three landmasses: Wallops Main Base, Wallops Mainland and Wallops Island. This Consent Agreement is issued to NASA for the Wallops Main Base ("Main Base Parcel") and Wallops Island ("Wallops Island Parcel"). The Wallops Island Parcel includes the Wallops Mainland.
3. On September 29, 1992, NASA submitted to Virginia a Notification of Regulated Waste Activity, pursuant to Section 3010 of RCRA, 42 U.S.C. § 6930, in which NASA stated that it had handled, stored, treated, transported and/or disposed of hazardous wastes with the following hazardous wastes identification numbers at the Main Base Parcel: D001, D002, D003, D004, D006, D007, D008, D009, D011, D018, D026, D035, D037, D039, F001, F002, F003, F005, F006, U019, U165, U210, U220 and M001, as identified in 40 C.F.R. §§ 261.21 through 261.24, 261.31 and 261.33.
4. NASA's activities at the Main Base Parcel include metal plating and etching, cleaning of tools and machines, generation of acidic overflow from recovery of photographic silver, handling of aircraft fuel spills and contaminated aircraft fuels, waste oil disposal and storage of aviation fuel. During these activities, NASA has

used volatile organic compounds (“VOCs”), semi-volatile organic compounds (“SVOCs”), polychlorinated biphenyls (“PCBs”), and total petroleum hydrocarbons (“TPHs”) in its operations at the Main Base Parcel.

5. In 1990, NASA conducted a site investigation (“SI”) of an area at the Main Base Parcel known as the Waste Oil Dump (“WOD”). In the SI Report, NASA states that waste oils were transported to the WOD and dumped onto the soil surface. Sample results obtained during the SI revealed the presence of metals, VOCs, and SVOCs in the soils at the WOD. Groundwater sampling results obtained during the SI in the WOD area showed that groundwater associated with the WOD had been contaminated with lead and chromium at concentrations exceeding their respective Maximum Contaminant Levels (“MCLs”) promulgated by EPA pursuant to the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.
6. In March 2001, NASA completed a Remedial Investigation and Feasibility Study (“RI/FS”) for the WOD and reported the results in a RI/FS Report. EPA reviewed the surface soil sample results summarized in the RI/FS Report and identified ten chemicals that were present at levels above applicable screening values for either human or ecological receptor exposure. These chemicals are considered Chemicals of Potential Concern (“COPCs”) and require further evaluation. The applicable screening values for human and ecological risk include either Region III Risk Based Concentrations (“RBCs”), Biological Technical Assistance Group (“BTAG”) values, or site specific background levels. EPA also reviewed groundwater sample results summarized in the RI/FS Report and identified three constituents as COPCs because they were present at levels above their respective MCLs or their applicable action level. A summary of these COPCs is presented in Table 1, below.
7. Manganese, vanadium, Total Petroleum Hydrocarbon (TPH)-Gasoline Range Organics (GRO) and TPH-Diesel Range Organics (DRO), detected at concentrations of 3,510 ug/l, 3.09 ug/l, 4,000 ug/l and 83,000 ug/l respectively, were also identified as COPCs for the human health risk assessment in the RI/FS. Manganese and vanadium do not have promulgated screening levels and are noncarcinogens that have associated toxic effects. The detection of TPH-GRO and TPH-DRO provide qualitative information that gasoline and diesel type materials are present in the groundwater despite the removal action that was conducted.

Table 1

| Chemicals of Potential Concern ("COPC") | Maximum Concentration | Screening Values (^A RBCs (residential) or ^B BTAG) | Risk category |
|---|------------------------------|--|--|
| Surface Soils | | | |
| Benzo(a)pyrene | 1,200 µg/kg | 87 µg/kg 100.0 µg/kg | ^A Human Health ^B Ecological |
| Aluminum | 1.06 x 10 ⁷ µg/kg | 1,000 µg/kg | ^B Ecological |
| Arsenic | 2900 µg/kg | 430 µg/kg | ^A Human Health |
| Benzo(g,h,i)perylene | 550 µg/kg | 100.0 µg/kg | ^B Ecological |
| Chrysene | 405 µg/kg | 100.0 µg/kg | ^B Ecological |
| Indo(1,2,3-cd)pyrene | 140 µg/kg | 100.0 µg/kg | ^B Ecological |
| 4,4'-DDE | 310 µg/kg | < 100.0 µg/kg | ^B Ecological |
| 4,4"-DDT | 260 µg/kg | < 100.0 µg/kg | ^B Ecological |
| Chromium (not speciated) | 11000 µg/kg | 7500 µg/kg | ^B Ecological |
| Lead | 60,500 µg/kg | 10.0 µg/kg | ^B Ecological |
| Groundwater | | | |
| Arsenic | 88.2 µg/l | 10 µg/l | ^C Human Health |
| Groundwater | | | |
| Lead | 62.8 µg/l | *0 mg/l | ^C Human Health |
| Thallium | 3.0 µg/l | 2 µg/l | ^C Human Health |

^ARBCs - EPA Region III Risk Based Concentrations for a residential scenario (updated April 2003)

^BBTAG - Region III Biological Technical Assistance Group based on soil fauna levels (dated August 9, 1995)

^CMCLs - Maximum Contaminant Levels or MCLs (dated July 2002)

* - Action level for lead is 0.015 mg/l

ug/kg - micro grams per kilogram

ug/l - micrograms per liter

mg/l - milligrams per liter

8. As part of the RI/FS, NASA conducted an Ecological Risk and Human Health Risk Assessment (“Risk Assessment”). For the human health risk evaluation, the Risk Assessment indicated that future use of groundwater as a potable source at the Main Base Parcel may pose potentially significant health risks to residential adults and children.
9. On August 25, 1992, NASA submitted to Virginia a Notification of Regulated Waste Activity, pursuant to Section 3010 of RCRA, 42 U.S.C. § 6930, in which NASA stated that it had handled, stored, treated, transported and/or disposed of hazardous wastes with the following hazardous wastes identification numbers at the Wallops Island Parcel: D001, D002, D003, D007, D008, D035, D039, F003, F005, F006, U220, U133, P068 and M001 as identified in 40 C.F.R. §§ 261.21 through 261.24 and 261.33.
10. NASA has identified the following areas where former waste disposal activities may have occurred at the Wallops Island Parcel: an open burn waste treatment area, launch sites, blockhouses, rocket storage buildings, assembly shops, dynamic balancing facilities, and tracking facilities.
11. NASA investigated an area on Wallops Island known as the Debris Pile as part of a SI that was conducted in March of 1996. As a result of that investigation, in 1996, NASA conducted a magnetometer survey in the Debris Pile. NASA determined that the pile was approximately 400 feet long with a width ranging from approximately 10 feet to 40 feet. NASA also took three subsurface soil samples and compared them with a background soil sample that was collected during the same event. Elevated levels of SVOCs and metals were detected in three of the samples, pesticides were detected in one sample and petroleum hydrocarbons in two of the samples.
12. Based on the findings above, EPA has determined that NASA’s past handling, storage, treatment, transportation and/or disposal of solid wastes, hazardous wastes and/or hazardous constituents at the Main Base Parcel and the Wallops Island Parcel may present an imminent and substantial endangerment to health or the environment.
13. The Parties agree that for petroleum releases, NASA, with oversight by the Virginia Department of Environmental Quality (VDEQ), will manage the response actions.
14. The Parties agree that currently, formerly used defense (FUD) sites that are located at the Main Base and have been identified by the United States Corps of Engineers (“Corp”), are being managed by the Corps.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

1. NASA is a person within the meaning of Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).
2. The COPCs listed in Table 1 in Section IV of this Consent Agreement are “solid wastes” as defined in Section 1004(27) of RCRA, 42 U.S.C. § 6903(27) and/or “hazardous wastes” as defined in Section 1004(5) of RCRA, 42 U.S.C. § 6903(5), within the meaning of Section 7003 of RCRA, 42 U.S.C. § 6973.
3. NASA is a person who has contributed to the handling, storage, treatment, and/or disposal of solid wastes and/or hazardous wastes at the Main Base Parcel and the Wallops Island Parcel, which may present an imminent and substantial endangerment to health or the environment.
4. The actions required by this Consent Agreement are necessary to protect public health and the environment.

VI. WORK TO BE PERFORMED

1. EPA acknowledges that NASA has previously undertaken and remains engaged in response measures at the Main Base and Wallops Island Parcels pursuant to NASA’s authority under the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq (“CERCLA”). The Parties intend that such response measures will be integrated herein to achieve the purposes of this Consent Agreement. It is the intent of the Parties that work done and generated pursuant to NASA’s authority under CERCLA prior to the effective date of this Agreement, be used to meet the requirements of this Consent Agreement as elements of the required action or Work to be Performed to the maximum extent feasible, upon submission to, and formal approval by, EPA.
2. Pursuant to Section 7003 of RCRA, 42 U.S.C. Section 6973, NASA agrees to and is hereby ordered to perform the following acts in the manner and by the dates specified herein. All work undertaken pursuant to this Consent Agreement shall be developed and performed, as appropriate and approved by EPA, in accordance with applicable law and relevant EPA guidance documents. Relevant guidance is available at: <http://www.epa.gov/oerrpage/superfund/action/process/sfproces.htm>, and are incorporated herein by reference.

3. The term "days" as set forth herein means calendar days unless otherwise specified.
4. The term "Site" as set forth herein means the Main Base and Wallops Island Parcels.

A. RCRA-CERCLA INTEGRATION

1. EPA and NASA intend to integrate NASA's CERCLA response obligations and RCRA corrective action obligations which relate to the release(s) of hazardous substances, solid waste, hazardous waste, hazardous constituents, pollutants and/or contaminants covered by this Agreement.
2. As provided in CERCLA Section 121(e)(1), NASA shall not be required to obtain permits for any CERCLA removal or remedial action conducted entirely on Site and any CERCLA response actions undertaken at the Main Base and Wallops Island Parcels shall be conducted as provided for in CERCLA, 42 U.S.C. § 9601, et seq. and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300.
3. Nothing in this Agreement shall alter NASA's authority with respect to removal actions conducted pursuant to CERCLA Section 104(a)(2), 42 U.S.C. § 9604(a)(2).

B. EARLY ACTIONS

1. NASA has recently completed CERCLA removal actions at the Main Base Parcel and the Wallops Island Parcel (as documented in the Administrative Record Index included as Attachment 1), and to the best of NASA's knowledge, Early Actions may not be necessary at this time. In the event that NASA and/or EPA determine that additional Early Actions are appropriate, these Early Actions will be addressed in accordance with this Section VI.B.
2. NASA shall evaluate available data and submit to EPA for approval a proposal for Early Actions ("EA") at the Main Base Parcel and the Wallops Island Parcel, as may be appropriate, as part of the description of current conditions provided in the Site Management Plan, as required by Section VI.C. of this Consent Agreement. Within forty-five (45) calendar days after EPA's review and approval of NASA's proposal, NASA shall submit to EPA an EA Workplan in accordance with Paragraphs IV.B. 7 through 10, immediately below, relevant guidance documents and applicable law. Upon receipt of EPA's approval of the EA Workplan, NASA shall implement the EPA-approved EA Workplan in accordance with the terms and conditions set forth therein.

3. If, after EPA's review of the description of current conditions, EPA determines that an early action(s) is necessary to address an immediate or potential threat to health or the environment at the Main Base Parcel and/or the Wallops Island Parcel, EPA will so notify NASA and shall identify an early action(s) which NASA shall perform. Such notification shall set forth the basis for EPA's determination. Within forty-five (45) calendar days of receipt of EPA's notification, NASA shall submit to EPA for approval an EA Workplan in accordance with Paragraphs VI.B. 7 through 10, immediately below, relevant guidance documents and applicable law. Upon receipt of EPA's approval of the EA Workplan, NASA shall implement the EPA-approved EA Workplan in accordance with the terms and conditions set forth therein.
4. If EPA and NASA agree that an Early Action(s) is necessary for circumstances other than those set forth in Paragraph VI.B.2, immediately above, at the Main Base Parcel and/or the Wallops Island Parcel, NASA shall identify an Early Action(s) which NASA shall perform. Within thirty (30) calendar days of identifying such Early Action(s), NASA shall submit to EPA for approval an EA Workplan in accordance with Paragraphs VI.B. 7 through 10, immediately below, relevant guidance documents and applicable law. Upon receipt of EPA's approval of the EA Workplan, NASA shall implement the EPA-approved EA Workplan in accordance with the terms and conditions set forth therein.
5. In the event NASA identifies an immediate or potential threat to health or the environment at the Main Base Parcel and/or the Wallops Island Parcel resulting from new releases of hazardous substances, solid waste, hazardous waste and/or hazardous constituents not previously identified to EPA, NASA shall notify the EPA and Virginia Department of Environmental Quality ("VDEQ") Project Coordinators, orally within forty-eight (48) hours of discovery and notify EPA and VDEQ in writing within five (5) calendar days of such discovery summarizing the immediacy and magnitude of the threat to health and/or the environment. Upon written request from EPA setting forth the basis for its determination that an early action is necessary to address an immediate or potential threat to health or the environment, NASA shall submit to EPA for approval an EA Workplan, in accordance with Paragraphs VI.B. 7 through 10, immediately below, relevant guidance documents and applicable law. The EA Workplan shall identify one or more early actions that will address such threat as necessary to protect public health and the environment. Upon receipt of EPA's approval of the EA Workplan, NASA shall implement the EPA-approved EA Workplan in accordance with the terms and conditions set forth therein. If EPA determines that immediate action is required, the EPA Project Coordinator may orally authorize NASA to act prior to EPA's receipt of the EA Workplan.
6. If at any time EPA identifies an immediate or potential threat to health or the environment at the Main Base Parcel and/or the Wallops Island Parcel resulting from new releases of hazardous substances, solid waste, hazardous waste

and/or hazardous constituents at or from those operable units and/or Areas of Concern not previously identified to EPA, EPA will notify NASA in writing. Within thirty (30) calendar days of receiving EPA's written notification setting forth the basis for its determination that an early action is necessary to address such threat, NASA shall submit to EPA for approval an EA Workplan in accordance with Paragraphs VI.B. 7 through 10, immediately below, relevant guidance documents and applicable law. The EA Workplan shall identify one or more early actions that will address such threat as necessary to protect public health and/or the environment. Upon receipt of EPA's approval of the EA Workplan, NASA shall implement the EPA-approved EA Workplan in accordance with the terms and conditions set forth therein. If EPA determines that immediate action is required, the EPA Project Coordinator may orally require NASA to act prior to NASA's receipt of EPA's written notification.

7. All EA Workplans shall ensure that the early actions are designed to mitigate immediate or potential threat(s) to health or the environment, and should be consistent with the cleanup objectives of, and contribute to the performance of any long-term remedy(ies) which may be required at the Main Base Parcel and/or the Wallops Island Parcel.
8. Each EA Workplan shall include the following sections, as appropriate, and approved by EPA: Early Action(s) Objectives, Public Involvement Plan, Data Collection Quality Assurance, Data Management, Design Plans and Specifications, Operation and Maintenance, Project Schedule for expeditious completion of Early Actions, Early Actions Construction Quality Assurance, and Reporting Requirements.
9. Concurrent with submission of an EA Workplan, NASA shall submit to EPA an EA Health and Safety Plan.
10. Upon receipt of EPA-approval of an EA Workplan, NASA shall implement the EPA approved EA Workplan in accordance with the terms and conditions contained therein.

C. SITE MANAGEMENT PLAN

1. Within sixty (60) calendar days from the effective date of this Agreement, NASA shall submit to VDEQ and EPA for approval a Site Management Plan ("SMP") for Fiscal Years 2005 and 2006 (FY 2005 - 2006). The SMP shall be used as a management tool in planning, reviewing and setting priorities for all response activities at the Site. The SMP shall be a two-year planning device and shall contain a timetable, plan or schedule which indicate the time and sequence of activities that will occur at the Site over the ensuing two fiscal years. To ensure that the SMP continues to function as a two-year planning device that is reflective of both ongoing and planned future activities, NASA shall update the SMP on an

annual basis. Each annual update shall amend, revise and/or supplement the SMP, as appropriate, so that the SMP continues to address events that will occur at the Site over the following two fiscal years. For the purpose of the SMP, a fiscal year is the yearly time frame used by the United States Government that commences on October 1st of the given calendar year and ends on September 30th of the following calendar year.

2. The SMP shall, at a minimum:
 - a. Provide a background of current and historic Site operations;
 - b. Describe current Site conditions;
 - c. Identify each operable unit ("OU") and Area of Concern ("AOC") at the Site and describe the nature of the proposed action(s) at each area, including those actions which are necessary to mitigate any immediate threat to public health or the environment;
 - d. List the schedules and the deadlines for all submissions and remedial, removal and response actions which are ongoing, planned and/or proposed over the course of the ensuing two fiscal years, including any deadlines already required by EPA in this Agreement.
3. Upon receipt of EPA approval of the SMP for Fiscal Years 2005 and 2006 and every subsequent SMP, NASA shall implement the EPA-approved SMP in accordance with the terms and schedules contained therein.

D. REMEDIAL INVESTIGATION

1. In accordance with the schedule established in the EPA-approved SMP, NASA shall submit to EPA a Workplan for a Remedial Investigation ("RI Workplan") at the Main Base and Wallops Island Parcels. The RI Workplan is subject to approval by EPA and shall be developed in accordance with, at a minimum, relevant EPA guidance documents and applicable law.
2. The RI Workplan shall be designed to determine the presence, magnitude, extent, direction, and rate of movement of any hazardous substances, solid wastes, hazardous wastes and/or hazardous constituents within and beyond the boundaries of the Main Base Parcel and Wallops Island Parcel. The RI Workplan shall document the procedures NASA shall use to conduct those activities necessary to: (A) characterize the source(s) of contamination; (B) characterize the potential pathways of contaminant migration; (C) define the degree and extent of contamination; (D) identify actual or potential human and/or ecological receptors; and (E) support the development of alternatives from which a remedial action(s) will be selected by EPA. NASA may propose to implement

the work contained in the RI Workplan in a phased approach. A specific schedule for expeditious implementation of all activities shall be included in the RI Workplan.

3. The RI Workplan shall include: (A) a Project Management Plan; (B) a Data Collection Quality Assurance Plan; (C) a Data Management Plan; and (D) a Community Relations Plan.
4. Concurrent with the submission of the RI Workplan, NASA shall submit an RI Health and Safety Plan.
5. Upon receipt of EPA approval of the RI Workplan, NASA shall implement the EPA-approved RI Workplan in accordance with the terms and schedules contained therein. Upon completion of implementation of the RI Workplan, NASA shall submit to EPA for approval an RI Report, in accordance with the requirements and schedule contained in the EPA-approved RI Workplan.

E. FEASIBILITY STUDY

In accordance with the schedule established in the EPA-approved SMP, NASA shall submit to EPA for approval a Feasibility Study (“FS”) Report for the Main Base and Wallops Island Parcels. The FS Report shall be developed in accordance with relevant EPA guidance documents and applicable law as provided in Section VI.2.

F. PUBLIC COMMENT AND PARTICIPATION

1. After approval of the FS Report, EPA will make both the RI Report and the FS Report (“RI/FS”), a description of NASA's proposed remedial action(s), if any are so proposed by NASA, and NASA's justification for proposing selection of such remedial action(s) (the “Proposed Remedial Action Plan”) available to the public for review and comment for at least thirty (30) calendar days.
2. Following the public review and comment period for the Proposed Remedial Action Plan, EPA will notify the public of the remedial action(s) agreed upon by NASA and EPA in a Record of Decision (“ROD”). If the remedial action(s) selected by EPA after consideration of public comments differs significantly from the remedial action(s) recommended in the ROD, EPA will explain in the ROD the basis for such difference.
3. Any decisions or determinations made by NASA and EPA pursuant to the Consent Agreement will be available for public review on Mondays through Fridays, from 9:00 a.m. to 4:00 p.m., by contacting the EPA Project Coordinator, Michelle Price-Fay, at (215) 814-3397 or the NASA Project Coordinator, Susan Fields, at (757) 824-1327.

G. REMEDIAL DESIGN/REMEDIAL ACTION(S)

1. Upon issuance of the ROD(s), said ROD(s) shall be incorporated into and become enforceable under this Consent Agreement.
2. Remedial Design
 - a. In accordance with the schedule established in the EPA-approved SMP, NASA shall submit to EPA for approval a Remedial Design (“RD”) Workplan. The RD Workplan shall provide for the design of the remedy set forth in the ROD(s). The RD Workplan shall be developed in accordance with the ROD, relevant EPA guidance documents and applicable law. Upon its approval by EPA, the RD Workplan shall be incorporated into and become enforceable under this Agreement.
 - b. In accordance with the EPA-approved RD Workplan, NASA shall submit to EPA for approval a RD Report. The RD Report shall be developed in accordance with the ROD(s), relevant EPA guidance documents and applicable law.
3. Remedial Action Workplan
 - a. In accordance with the schedule established in the EPA-approved SMP, NASA shall submit to EPA for approval a Remedial Action (“RA”) Workplan. The RA Workplan shall provide for construction and implementation of the remedy set forth in the ROD(s). The RA Workplan shall be developed in accordance with relevant EPA guidance documents and applicable law. Upon its approval by EPA, the RA Workplan shall be incorporated into and become enforceable under this Agreement.
 - b. In accordance with the EPA-approved RA Workplan, NASA shall submit to EPA for approval an RA Report. The RA Report shall be developed in accordance with relevant EPA guidance documents and applicable law.
4. Remedial Action Completion
 - a. NASA shall commence and complete implementation of the Remedial Action(s) selected in the ROD in accordance with the schedules and specifications set forth in the EPA-approved RD Report; the EPA-approved RA Workplan; and relevant EPA guidance documents and applicable law.
 - b. In accordance with the schedule established in the EPA-approved SMP, NASA shall submit to EPA for approval a Remedial Action Completion (“RAC”) Report. The RAC Report shall be developed in accordance with

relevant EPA guidance documents and applicable law and shall describe activities performed during implementation, provide actual specifications of the implemented remedial action(s), and provide a preliminary assessment of Remedial Action performance.

- c. EPA shall determine, on the basis of the RAC Report and any other relevant information, whether the implemented Remedial Action(s) is consistent with the EPA-approved RD Report. If EPA determines that the implemented remedial action(s) is consistent with the EPA-approved RD Report and that the Remedial Action(s) have achieved or are achieving all of the requirements set forth in the ROD and the performance criteria set forth in the RD Report, EPA shall approve the RAC Report.
 - d. If EPA determines that the implemented Remedial Action(s) is inconsistent with the EPA-approved RD Report and/or that the Remedial Action(s) have not achieved or are not achieving all of the requirements set forth in the ROD and the performance criteria established in the EPA-approved RD Report, EPA shall notify NASA in writing of those activities that must be undertaken to complete the Remedial Action(s) requirements and shall set forth a schedule for the completion of those activities. NASA shall complete the activities in accordance with the schedule set forth in the EPA notification.
5. Remedial Action Monitoring Plan/Operation and Maintenance/Assessment Reports
- a. In accordance with the schedule established in the EPA-approved RAC Report, NASA shall submit to EPA for approval a Long-Term Remedial Action Monitoring Plan (if necessary), and an Operation and Maintenance Plan to VDEQ for review and EPA for approval in accordance with the schedule provided in the SMP, Section VI.C. Both the Long-Term Remedial Action Monitoring Plan and Operation and Maintenance Plan(s) finalized under this Agreement shall contain schedules for completion of the work describe therein, and these schedules, upon EPA approval, shall be incorporated into the SMP and become an enforceable part of this Agreement.
 - b. If based on the RA Assessment Report or any other information, EPA determines that the Remedial Action(s) are not meeting the objectives of addressing the contaminants in the soil, sediments, surface water and/or groundwater to attain the performance criteria established in the RA Design Report, EPA shall notify NASA in writing of those activities that must be undertaken to meet the objectives of the Remedial Action(s) and shall set forth a schedule for the completion of those activities. NASA shall complete the activities in accordance with the schedule set forth in

the EPA notification.

- c. No later than five years after the commencement of the Remedial Action and every five (5) years thereafter until receipt of approval by EPA of a Certificate of Completion submitted pursuant to paragraph VI.E.4.g, below, NASA shall submit a RAC Five-Year Remedial Assessment Report. Such Report shall contain an evaluation of the past and projected future effectiveness of the Remedial Action(s) in addressing the contaminants in the soil, sediments, surface water and/or groundwater to attain the performance criteria established in the RA Design Report.
- d. NASA may, as part of a RAC Five-Year Assessment Report, request that EPA approve, for the purposes of this Consent Agreement, an Alternative and/or Supplemental Remedial Action(s).
- e. In the event EPA approves an Alternative and/or Supplemental Remedial Action(s) either in response to a request by NASA pursuant to paragraph VI.G.5.d, immediately above, or on its own initiative, EPA may provide NASA with a period of thirty (30) calendar days from the date NASA receives written notice from EPA of the approval of an Alternative and/or Supplemental Remedial Action(s) within which to reach an agreement with EPA regarding performance of the Alternative and/or Supplemental Remedial Action(s) in lieu of, or in addition to, the Remedial Action(s). Any such agreement between EPA and NASA shall be incorporated into and become enforceable under this Consent Agreement and NASA shall implement the activities required under any such agreement in accordance with any schedule and provisions contained therein.
- f. Nothing in paragraph VI.G.5.e, immediately above, shall limit EPA's authority to require performance of Alternative and/or Supplemental Remedial Action(s) or to take any other appropriate action under RCRA, 42 U.S.C. §§ 6901 et seq. CERCLA 42 U.S.C. §§ 9601 et seq., or any other legal authority, including the issuance of a unilateral administrative order.
- g. Within ninety (90) calendar days after NASA has fully performed the Remedial Action and the media cleanup standards described in the ROD have been attained, NASA shall submit a Certification of Completion for all Remedial Action(s) to EPA for approval in accordance with Section XIII.(NOTIFICATION) of this Consent Agreement. The Certification of Completion shall provide documentation sufficient to support a determination that media cleanup standards have been attained and include all available documentation supporting such a determination.

H. SUBMISSIONS/EPA APPROVAL/ADDITIONAL WORK

1. EPA will review Reports and Workplans submitted by NASA pursuant to this Agreement, and any other documents submitted pursuant to and/or agreed upon in this Consent Agreement ("Submissions") with the exception of progress reports, and will notify NASA in writing of EPA's approval or disapproval of each such Submission. In the event of EPA's disapproval, EPA shall specify in writing any deficiencies in the Submission. Such disapproval shall not be subject to the dispute resolution procedures of Section XV, below.
2. Within forty-five (45) calendar days of receipt of EPA's comments on the Submission, or fifteen (15) calendar days in the case of an EA Workplan, NASA shall submit to EPA for approval a revised Submission, which responds to any comments received and/or corrects any deficiencies identified by EPA. EPA will review the revised submission and will either approve or disapprove of the Submission and notify NASA. Within thirty (30) calendar days after receipt of any such disapproval, NASA shall modify its Submission in conformance with EPA comments or initiate dispute resolution. Any Submission approved or revised by EPA under this Consent Agreement shall be deemed incorporated into and made an enforceable part of this Consent Agreement.
3. Beginning the first day of the sixth full month following the effective date of this Consent Agreement, and every six months on the first day of the month, throughout the period that this Consent Agreement is effective, NASA shall provide EPA with semiannual (every 6 months) progress reports. The semiannual progress reports shall provide information on the status of current response activities.
4. Four (4) copies of all Submissions as well as progress reports described in Paragraph VI.H.3 immediately above, required by this Consent Agreement shall be hand-delivered or sent via overnight mail, Return Receipt Requested, to the Project Coordinator designated pursuant to Section XII, "PROJECT COORDINATORS," below.
5. All work performed pursuant to this Consent Agreement shall be under the direction of the NASA Project Coordinator. Within ten (10) calendar days after the effective date of this Consent Agreement, NASA shall submit to EPA, in writing, the name, title, and qualifications of any contractors or subcontractors selected by NASA to be used in carrying out the terms of this Consent Agreement. Notwithstanding NASA's selection of the NASA Project Coordinator or any contractor and/or subcontractor, nothing herein shall relieve NASA of its obligation to comply with the terms and conditions of this Consent Agreement. EPA shall have the right to disapprove at any time based on performance and/or eligibility concerns, the use of the NASA Project Coordinator or any contractor or subcontractor selected by NASA. EPA's disapproval shall not be subject to

review under Section XV of this Consent Agreement ("DISPUTE RESOLUTION") or otherwise. Within fifteen (15) calendar days of receipt from EPA of written notice disapproving the use of any NASA Project Coordinator or within 120 calendar days of receipt from EPA of written notice disapproving the use of any contractor or subcontractor, NASA shall notify EPA, in writing, of the name, title and qualifications of the personnel who will replace the personnel disapproved by EPA. NASA shall notify EPA within ten (10) calendar days prior to changing voluntarily the NASA Project Coordinator, and/or contractors or subcontractors to be used in carrying out the terms of this Consent Agreement, and shall submit to EPA in writing, the name, title, and qualifications of such person(s).

6. If at any time after the effective date of this Consent Agreement, NASA proposes to change a contractor and/or subcontractor, NASA shall notify EPA and obtain a notice of acceptance of such change(s) from EPA before a new contractor and/or subcontractor performs, directs or supervises any work under this Consent Agreement. If EPA disapproves the selection of a proposed contractor and/or subcontractor, EPA will notify NASA in writing. NASA shall submit to EPA a list of at least three contractors and/or subcontractors, including the qualifications of each that would be acceptable to NASA within thirty (30) calendar days of receipt of EPA's notice. EPA will provide written notice of the names of any contractor and/or subcontractor whose selection it would approve. NASA may select any contractor and/or subcontractor from that list and shall notify EPA of the name of the contractor and/or subcontractor selected within twenty-one (21) calendar days of receipt of EPA's written notice.

7. EPA may determine that certain tasks and deliverables including, but not limited to, investigatory work or engineering evaluation require additional work. These tasks and deliverables may or may not have been in the SMP, FS, RD, RA, RAC and/or Five-Year Assessment Report, or in the EA, RI, RD or RA Workplans and/or any other documents submitted pursuant to and/or agreed upon in this Consent Agreement. If EPA determines that such additional work is necessary, EPA shall request, in writing, that NASA perform the additional work and shall specify the reasons for EPA's determination that additional work is necessary. Within thirty (30) calendar days after the receipt of such request, NASA shall have the opportunity to meet or confer with EPA to discuss the additional work EPA has requested. In the event that NASA agrees to perform the additional work, this Consent Agreement shall be modified in accordance with Section XXIII, "SUBSEQUENT MODIFICATION," below, and such work shall be performed in accordance with this Consent Agreement. In the event NASA declines or fails to perform the additional work, EPA reserves the right to order NASA to perform such additional work and to disapprove of the SMP, RI, FS, RD, RA , RAC and/or Five-Year Assessment Reports, or the EA, RI, RD or RA Workplans.

8. Any reports, plans, specifications, schedules, other submissions and attachments required by this Consent Agreement are, upon written approval by EPA, incorporated into this Consent Agreement. Any noncompliance with such EPA-approved reports, plans, specifications, schedules, other submissions, and attachments shall be considered a violation of this Consent Agreement and shall subject NASA to the stipulated penalty provisions included in Section XIV, "DELAY IN PERFORMANCE/STIPULATED PENALTIES."

VII. QUALITY ASSURANCE

1. Throughout all sample collection and analysis activities, NASA shall use EPA-approved quality assurance, quality control, and chain-of-custody procedures, as specified in the EPA-approved RI Workplan. In addition, NASA shall:
 - a. Ensure that the laboratories it uses for analyses perform such analyses according to the EPA methods included in "Test Methods for Evaluating Solid Waste" (SW-846, November 1986) or other methods deemed satisfactory to EPA. If methods other than EPA methods are to be used, NASA shall submit all analytical protocols to be used for analyses to EPA for approval at least thirty (30) calendar days prior to the commencement of analyses and shall obtain EPA approval prior to the use of such analytical protocols.
 - b. Ensure that laboratories it uses for analyses participate in a quality assurance/quality control program equivalent to that which is followed by EPA. As part of such a program, and upon request by EPA, such laboratories shall perform analyses of samples provided by EPA to demonstrate the quality of the analytical data.
1. Inform the EPA Project Coordinator at least fourteen (14) calendar days in advance of any laboratory analysis regarding which laboratory will be used by NASA and ensure that EPA personnel and EPA authorized representatives have reasonable access to the laboratories and personnel used for analysis.

VIII. PUBLIC COMMENT AND REVIEW OF AGREEMENT

1. Within thirty (30) calendar days of the date that EPA signs this Consent Agreement, EPA shall announce the availability of this Agreement to the public for review and comment. EPA shall accept comments from the public for a period of thirty (30) calendar days after such announcement. If sufficient interest warrants, as determined by EPA, a public meeting will be held. At the end of the comment period, EPA shall review all comments received during the above-

described thirty (30) day period and/or at such public meeting, and shall either:

- a. determine that the Agreement should be made effective in its present form in which case EPA shall so notify NASA in writing and send NASA a copy of this Agreement executed by EPA. The Consent Agreement shall become effective on the date of the receipt of such notice and copy of the Consent Agreement; or
 - b. determine that modification of the Consent Agreement is necessary, in which case EPA shall notify NASA in writing as to the nature of all required changes. If NASA agrees to the modifications, the Consent Agreement shall be so modified and shall become effective upon the receipt by NASA of an executed copy of the modified Consent Agreement.
2. In the event that the parties are unable to agree on modifications required by EPA as a result of public comment, this Agreement shall be withdrawn by EPA. In such an event, EPA reserves the right to take such action as may be necessary to protect public health and the environment, including but not limited to, issuance of a subsequent order to NASA or any other person in connection with the Main Base and/or Wallops Island Parcels under Section 7003 of RCRA.

IX. ON-SITE AND OFF-SITE ACCESS

1. On and after the effective date of this Consent Agreement, NASA shall provide to EPA and its employees, agents, consultants, contractors and other authorized and/or designated representatives, for the purposes of conducting and/or overseeing the work required by this Consent Agreement, or by any EPA-approved Workplan prepared pursuant hereto, access to all property owned or controlled by NASA wherein work must be undertaken. NASA shall grant access to EPA and/or its authorized representatives who are U.S. Citizens and who provide valid government-issued photo identification. For Foreign Nationals, NASA shall grant access to EPA and/or its authorized representatives in accordance with the Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Representatives of Foreign Entities (NPR 1371.2A, or most current http://nodis3.gsfc.nasa.gov/displayAll.cfm?Internal_ID=N_PR_1371_002A_&page_name=all). Generally, requests for a visit by a Foreign National to a NASA Center are approved or disapproved within twenty (20) working days. If after the effective date of this Agreement, NASA's security requirements change such that access cannot be provided in the manner set forth herein, NASA must notify EPA in writing within ten (10) calendar days of such changes. Such access shall permit EPA and its employees, agents, consultants, contractors and other authorized and designated representatives to conduct all activities described in Paragraph IX.3 of this Consent Agreement. Such requirements shall not be

applied to unreasonably hinder or delay the EPA from carrying out its responsibilities and authority pursuant to this Agreement.

2. To the extent that property wherein work required by this Consent Agreement must be undertaken is presently owned or controlled by parties other than NASA, NASA shall use its best efforts to obtain site access agreements from the present owners. Best efforts shall include, but not be limited to, agreement to reasonable conditions for access and/or the payment of reasonable fees. Such access agreements shall be finalized as soon as practicable but no later than forty-five (45) calendar days after receiving EPA's written approval to proceed. Such agreements shall provide reasonable access for NASA and its employees, agents, consultants, contractors and other authorized and designated representatives to conduct the work, and for EPA and its designated representatives to conduct the activities outlined in Paragraph IX.3, below. In the event that any property owner refuses to provide such access or access agreements are not obtained within the time designated above, whichever occurs sooner, NASA shall notify EPA at that time, in writing, of all efforts to obtain access and the circumstances of the failure to obtain such access. EPA may then take steps to provide such access. NASA shall reimburse EPA for all costs incurred in obtaining access, including, but not limited to, attorneys fees and the amount of any just compensation and costs incurred by EPA.
3. In accordance with law and regulation and within the constraints of NASA Security requirements, as appropriate, EPA and its employees, agents, contractors, consultants and other authorized and designated representatives shall have the authority to enter and freely move about the location where the corrective actions and/or work is being performed at all reasonable times for the purposes of, inter alia: inspecting work required by this Consent Agreement, or by any EPA approved Workplan prepared pursuant hereto, records, operating logs and contracts related to the Main Base and Wallops Island Parcels; reviewing the progress of NASA in carrying out the terms of this Consent Agreement; conducting such tests as EPA deems necessary; using a camera, sound recording or other documentary type equipment; and verifying the data submitted to EPA by NASA. NASA shall permit such persons to inspect and copy all records, files, photographs, documents and other writings, including all sampling and monitoring data, in any way pertaining to the work. The EPA shall have the right to enter all areas of the Site that are entered by contractors performing work under this Agreement.
4. Upon denial of any aspect of access, NASA shall provide an immediate explanation of the reason for the denial, including reference to the applicable regulations and upon request, a copy of such regulations. Within forty-eight (48) hours, NASA shall expeditiously provide a recommendation for accommodating the access request in an alternate manner.

5. Notwithstanding any provision of this Consent Agreement, EPA retains all of its access and information-gathering authorities and rights under RCRA and any other applicable statute and regulation.

X. SAMPLING AND DATA/DOCUMENT AVAILABILITY

1. NASA shall submit to EPA the results of all sampling and/or tests or other data generated by, or on behalf of, NASA in accordance with the requirements of this Consent Agreement, applicable law and relevant EPA guidance documents.
2. NASA shall notify EPA and the VDEQ, in writing, at least fourteen (14) calendar days in advance of any field activities, including but not limited to, well drilling, installation of equipment, or sampling. At the request of EPA, NASA shall provide or allow EPA or its authorized representatives to take split or duplicate samples of all samples collected by NASA pursuant to this Consent Agreement. Nothing in this Consent Agreement shall limit or otherwise affect EPA's authority to collect samples pursuant to applicable law, including, but not limited to, RCRA and CERCLA.
3. NASA may assert a business confidentiality claim covering all or part of any information submitted to EPA pursuant to this Consent Agreement in the manner described in 40 C.F.R. Section 2.203(b). Any assertion of confidentiality shall be adequately substantiated by NASA when the assertion is made in accordance with 40 C.F.R. Section 2.204(e)(4). Information subject to a confidentiality claim shall be disclosed only to the extent allowed by, and in accordance with, the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no such confidentiality claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA without further notice to NASA. NASA shall not assert any confidentiality claim with regard to any physical, sampling, monitoring, or analytical data.
4. If NASA wishes to assert a privilege with regard to any document which EPA seeks to inspect or copy pursuant to this Consent Agreement, NASA shall identify the document, the privilege claimed, and the basis thereof in writing. For the purposes of this Consent Agreement, privileged documents are those documents exempt from discovery from the United States in litigation under the Federal Rules of Civil Procedure. NASA shall not assert a privilege with regard to analytical, sampling and monitoring data.

XI. RECORD PRESERVATION

NASA agrees that it shall preserve, during the pendency of this Consent Agreement and for a minimum of at least six (6) years after its termination, all data, records and documents in its possession or in the possession of its divisions, officers, directors, employees, agents, contractors, successors, and assigns which relate in any way to this Consent Agreement or to hazardous waste management and/or disposal at the Main Base and/or Wallops Island Parcels. After six (6) years, NASA shall make such records available to EPA for inspection or shall provide copies of such records to EPA. NASA shall notify EPA at least thirty (30) calendar days prior to the proposed destruction of any such records, and shall provide EPA with a reasonable opportunity to inspect, copy and/or take possession of any such records. NASA shall not destroy any record to which EPA has requested access for inspection and/or copying until EPA has obtained such access or withdrawn its request for such access. Nothing in this Section XI shall in any way limit the authority of EPA under Section 3007 of RCRA, 42 U.S.C. Section 6927, or any other access or information-gathering authority.

XII. PROJECT COORDINATORS

1. EPA hereby designates Mrs. Michelle Price-Fay as the EPA Project Coordinator. NASA hereby designates Ms. Susan Fields as the NASA Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of the Consent Agreement. The EPA Project Coordinator will be EPA's primary designated representative at the Main Base and Wallops Island Parcels. To the maximum extent possible, all communications between NASA and EPA, and all documents, reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Consent Agreement, shall be directed through the Project Coordinators.
2. Each party agrees to provide at least seven (7) calendar days written notice to the other party prior to changing Project Coordinators.
3. If EPA determines that conditions or activities at the Main Base and/or Wallops Island Parcels, whether or not in compliance with this Consent Agreement, have caused or may cause a release or threatened release of hazardous substances, solid wastes, hazardous wastes, hazardous constituents, pollutants or contaminants which threaten or may pose a threat to the public health or welfare or to the environment, EPA may direct that NASA stop further implementation of this Consent Agreement for such period of time as may be needed to abate any such release or threatened release and/or to undertake any action which EPA determines is necessary to abate such release or threatened release.

4. The absence of the EPA Project Coordinator from the Main Base and/or Wallops Island Parcels shall not be cause for the delay or stoppage of work.

XIII. NOTIFICATION

1. Unless otherwise specified, reports, correspondence, approvals, disapprovals, notices, or other submissions relating to or required under this Consent Agreement shall be in writing and shall be sent as follows:

- a. Four copies of all documents to be submitted to the EPA shall be sent to:

Mrs. Michelle Price-Fay
U.S. EPA, Region III (3HS13)
1650 Arch Street
Philadelphia, PA 19103-2029

- b. Documents to be submitted to NASA shall be sent to:

Ms. Susan Fields
NASA Goddard Space Flight Center
Wallops Flight Facility
Building F-160 Room W157 Code 250. W
Wallops Island, Virginia 23337

- c. One copy of all documents to be submitted to EPA shall also be sent to:

Mr. Paul Herman
Virginia Department of Environmental Quality
Office of Remediation Programs
629 East Main Street
Richmond, VA 23219

1. Any notice, report, certification, data presentation, or other document submitted by NASA pursuant to this Consent Agreement which discusses, describes, demonstrates, or supports any finding or makes any representation concerning NASA's compliance or noncompliance with any requirement of this Consent Agreement shall be certified by a duly authorized representative of NASA. A person is a "duly authorized representative" only if : (1) the authorization is made in writing; (2) the authorization specifies either an individual or position having responsibility for overall operation of the Site or activity (a duly authorized representative may thus be either a named individual or any individual occupying a named position); and (3) the written authorization is submitted to the Project Coordinator designated by EPA Section XII, "Project Coordinators," of this Order.

2. The certification required by paragraph 2, above, shall be in the following form:

I certify that the information contained in or accompanying this [type of submission] is true, accurate, and complete.

As to **[the/those identified portion(s)]** of this **[type of submission]** for which I cannot personally verify **[its/their]** accuracy, I certify under penalty of law that this **[type of submission]** and all attachments were prepared in accordance with procedures designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, or the immediate supervisor of such person(s), the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Signature : _____

Name : _____

Title : _____

XIV. DELAY IN PERFORMANCE/STIPULATED PENALTIES

1. Unless there has been a written modification of a compliance date by EPA, or excusable delay as defined below in Section XVII, "FORCE MAJEURE AND EXCUSABLE DELAY," in the event that NASA fails to comply with any requirement set forth in this Consent Agreement, NASA shall pay stipulated penalties, as set forth below, upon receipt of written demand by EPA. Compliance by NASA shall include commencement or completion, as appropriate, of any activity, plan, study or report required by this Consent Agreement in an acceptable manner and within the specified time schedules in and approved under this Consent Agreement. Stipulated penalties shall accrue as follows:
- a. For failure to commence, perform or complete work as prescribed in this Consent Agreement: \$1,500 per day for one to seven days or part thereof of noncompliance, and \$3,000 per day for each day of noncompliance, or part thereof, thereafter;
 - b. For failure to submit any draft or final Workplan, plans, or reports as required by this Consent Agreement: \$1,000 per day for one to seven

days or part thereof of noncompliance, and \$2,500 per day for each day of noncompliance, or part thereof, thereafter;

- c. For failure to submit progress reports as required by this Consent Agreement: \$500 per day for one to seven days or part thereof of noncompliance, and \$1,000 per day for each day of noncompliance, or part thereof, thereafter;
 - d. For failure to comply with the provisions of this Consent Agreement after receipt of notice of noncompliance by EPA: \$2,000 per day for one to seven days or part thereof of noncompliance, and \$3,500 per day for each day of noncompliance, or part thereof, thereafter; in addition to any stipulated penalties imposed for the underlying noncompliance;
 - e. For any failure to comply with this Consent Agreement not described in subparagraphs a through d above: \$1,000 per day for one to seven days or part thereof of noncompliance, and \$2,000 per day for each day of noncompliance, or part thereof, thereafter.
2. All penalties shall begin to accrue on the date that complete performance is due or a violation occurs, and shall continue to accrue through the final day of or correction of the violation. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Agreement.
 3. All penalties owed to EPA under this Section XIV shall be due within thirty (30) calendar days of receipt of a demand for payment unless NASA invokes the dispute resolution procedures under Section XV, below. Such notification shall describe the noncompliance and shall indicate the amount of penalties due.
 4. All penalty payments shall be made by certified or cashier's check payable to the Treasurer of the United States of America and shall be remitted to:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III
P.O. Box 360515
Pittsburgh, Pennsylvania 15251-6515

All payments shall reference the name of the Main Base and Wallops Island Parcels, NASA's name and address, and the EPA Docket Number of this Consent Agreement. Copies of the transmittal of payment shall be sent simultaneously to the EPA Project Coordinator and the Regional Hearing Clerk (3RC00), U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029.

5. NASA may dispute EPA's demand for payment of stipulated penalties for any alleged violation of this Consent Agreement by invoking the dispute resolution procedures below under Section XV, "DISPUTE RESOLUTION." Stipulated penalties shall continue to accrue, but need not be paid, for any alleged noncompliance which is the subject of dispute resolution during the period of such dispute resolution. To the extent that NASA does not prevail upon resolution of the dispute, NASA shall remit to EPA within seven (7) calendar days of receipt of such resolution any outstanding penalty payment, in the manner described above in Paragraph 4 of this Section XIV. EPA may, in its sole discretion not subject to dispute resolution, reduce or waive any outstanding penalty payment. To the extent NASA prevails upon resolution of the dispute, no penalties shall be payable.
6. Neither the filing of a petition to resolve a dispute nor the payment of penalties shall alter in any way NASA's obligation to comply with the requirements of this Consent Agreement.
7. The stipulated penalties set forth in this Section XIV shall not preclude EPA from pursuing any other remedies or sanctions which may be available to EPA by reason of NASA's failure to comply with any of the requirements of this Consent Agreement.
8. Nothing in this Section is intended to limit NASA's ability to request an extension of a deadline or schedule as otherwise permitted under this Consent Agreement.

XV. DISPUTE RESOLUTION

1. Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. The Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Coordinator or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Section shall be implemented to resolve a dispute.
2. Within thirty (30) calendar days after any action which leads to or generates a dispute, the disputing party shall submit to EPA 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 information relied upon to support such position.
3. Upon receipt of the written statement of dispute, EPA and NASA shall engage in informal dispute resolution among the Project Coordinators and/or their immediate supervisors. They shall have fourteen (14) business days to resolve the dispute. During this informal dispute resolution period, EPA and NASA shall

confer as many times as are necessary to discuss and attempt resolution of the dispute. If at the conclusion of the fourteen (14) business day period EPA and NASA cannot resolve the dispute, either side shall have ten (10) business days from the conclusion of the fourteen (14) business day dispute resolution period to present the dispute to the Dispute Resolution Committee as set forth in paragraph XV.4., immediately below. If neither EPA nor NASA elevates the dispute within the ten (10) business day period, NASA shall be deemed to have agreed with EPA's position with respect to the dispute.

4. The Dispute Resolution Committee ("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 individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level or be delegated the authority to participate on the DRC for the purposes of dispute resolution under this Agreement. The EPA's representative on the DRC is the Waste and Chemicals Management Division Director of EPA Region III. NASA's designated member is the Chief of the Goddard Space Flight Center Safety and Environmental Division. Written notice of any delegation of authority from the Party's designated representative on the DRC shall be provided to the other Party.
5. Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) calendar days to unanimously resolve the dispute and issue a written decision signed by all Parties. If the DRC is unable to unanimously resolve the dispute within this twenty-one (21) day period, the written statement of dispute shall be forwarded to the Senior Executive Committee ("SEC") for resolution.
6. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The EPA's representative on the SEC is the Regional Administrator of EPA Region III. NASA's representative on the SEC is the Assistant Administrator for Institutional and Corporate Management. The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a unanimous written decision signed by all parties. If unanimous resolution of the dispute is not reached within twenty-one (21) calendar days, the EPA Regional Administrator shall issue a written position on the dispute. The NASA Assistant Administrator may, within twenty-one (21) calendar days of the Regional Administrator's issuance of EPA's position, issue a written notice elevating the dispute to the Administrator of U.S. EPA for resolution in accordance with all applicable laws and procedures. In the event that the NASA Assistant Administrator elects not to elevate the dispute to the EPA Administrator within the designated twenty-one (21) day escalation period, the decision will become final and the work will proceed in accordance with the Regional Administrator's written position with respect to the dispute.

7. Upon escalation of a dispute to the Administrator of EPA pursuant to Section XV.6 above, the Administrator will review and resolve the dispute within twenty-one (21) calendar days. Upon request, and prior to resolving the dispute, the EPA Administrator shall meet and confer with the NASA Administrator to discuss the issue(s) under dispute. Upon resolution, the EPA Administrator shall provide the Parties with a written final decision setting forth resolution of the dispute. The duties of the EPA Administrator set forth in this Section shall not be delegated.
8. The pendency of any dispute under this Section shall not affect NASA'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 may 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 to be completed in accordance with the applicable schedule.
9. When dispute resolution is in progress, work affected by the dispute will be discontinued if the Waste and Chemicals Management Division Director for EPA Region III directs, in writing, that work related to the dispute be stopped because, in EPA's opinion, such work, among other things, is inadequate or defective. To the extent possible, EPA shall consult with NASA prior to initiating a work stoppage. After stoppage of work, if NASA believes that the work stoppage is inappropriate or may have potential significant adverse impacts, NASA may meet with the EPA to discuss the work stoppage. Following this meeting, and further consideration of the issues, the EPA Division Director will issue, in writing, a final decision with respect to the work stoppage. The final written decision of the U.S. EPA Waste and Chemicals Management Division Director 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 NASA.
10. Within twenty-one (21) calendar days of resolution of a dispute pursuant to the procedures specified in this Section, NASA 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.
11. Resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution to 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.

XVI. ENFORCEABILITY

1. Violation of this Agreement, or failure or refusal to comply with this Agreement, may subject NASA to a citizens suit under RCRA for civil penalties of up to six thousand five hundred dollars (\$6,500) for each day the violation occurs, as provided in Section 7003(b) of RCRA, 42 U.S.C. § 6973(b).
2. This Agreement, including its provisions related to statutory requirements, Early Actions, and Remedial Actions, record keeping, reporting and schedules of compliance, shall be enforceable under citizen suits pursuant to 42 U.S.C. Section 6972.
3. In the event of any action filed under section 7002 of RCRA, alleging any violation of this Agreement, it shall be presumed that this Agreement, including those provisions which address record keeping, reporting and schedules of compliance, are requirements, standards, and conditions, and are thus enforceable under Section 7002 of RCRA.
4. Nothing in this Agreement shall be deemed as authorizing any person(s) to seek judicial review of any action or work where such review is barred by CERCLA, including but not limited to Section 113 (h), 42 U.S.C. Section 9613(h).

XVII. FORCE MAJEURE AND EXCUSABLE DELAY

1. NASA shall perform the requirements of this Consent Agreement in the manner and within the time limits set forth herein, unless the performance is prevented or delayed by events which constitute a force majeure. NASA shall have the burden of proving such a force majeure. A force majeure is defined as any event arising from causes not reasonably foreseeable and beyond the control of NASA, which cannot be overcome by due diligence and which delays or prevents performance in the manner or by a date required by this Consent Agreement. Such events do not include increased costs of performance, changed economic circumstances, reasonably foreseeable weather conditions or weather conditions which could have been overcome by due diligence, or failure to obtain federal, state, or local permits.
2. NASA shall notify EPA, in writing, within seven (7) calendar days after it becomes or should have become aware of any event which NASA claims constitutes a force majeure. Such notice shall estimate the anticipated length of delay, including necessary demobilization and remobilization, its cause, measures taken or to be taken to prevent or minimize the delay, and an estimated timetable for implementation of these measures. Failure to comply with the notice provision of this Section XVII shall constitute a waiver of NASA's right to assert a force

majeure claim with respect to such event. In addition to the above notification requirements, NASA shall undertake all reasonable actions to prevent or to minimize any delay in achieving compliance with any requirement of this Consent Agreement after it becomes or should have become aware of any event which may delay such compliance.

3. If EPA determines that there is excusable delay because the failure to comply or delay has been or will be caused by a force majeure, the time for performance of that requirement of this Consent Agreement may be extended, upon EPA approval, for a period equal to the delay resulting from such force majeure. This shall be accomplished through an amendment to this Consent Agreement pursuant to Section XXIII, "SUBSEQUENT MODIFICATION." Such an extension shall not alter the schedule for performance or completion of any other tasks required by this Consent Agreement, unless these tasks are also specifically altered by amendment of the Consent Agreement. In the event that EPA and NASA cannot agree that any delay or failure has been or will be caused by a force majeure, or if there is no agreement on the length of the extension, NASA may invoke the dispute resolution procedures set forth in Section XV, "DISPUTE RESOLUTION."

XVIII. FUNDING

1. It is the expectation of the Parties to this Agreement that all obligations of NASA arising under this Agreement will be fully funded. NASA agrees to seek sufficient funding through its budgetary process to fulfill its obligations under this Agreement.
2. NASA shall include in its submission in its annual report to Congress the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.
3. Any requirement for the payment or obligation of funds, including stipulated penalties, by NASA established by the terms of this Agreement shall be subject to the availability of appropriated funds. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.
4. If appropriated funds are not available to fulfill NASA's obligations under this Agreement, EPA reserves the right to initiate an action against any other person, or to take any response action, which would be appropriate. However, should the appropriated funds be inadequate in any year to meet the requirements of this Agreement, NASA will, in consultation with EPA, prioritize and allocate that year's appropriated funds, considering legal requirements pertaining to each site under this Consent Agreement, relative risks to human health and the environment, and other relevant factors.

XIX. RESERVATION OF RIGHTS

1. EPA expressly reserves all rights and defenses that it may have, including the right both to disapprove of work performed by NASA pursuant to this Consent Agreement, to require that NASA correct and/or reperform any work disapproved by EPA, and to request that NASA perform tasks in addition to those stated in the relevant EPA guidance documents, Workplan(s), reports(s) and/or this Consent Agreement.
2. EPA hereby reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, including any which may pertain to NASA's failure to comply with any of the requirements of this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, or as a release, waiver or limitation of any rights, remedies, powers and/or authorities, civil or criminal, which EPA has under RCRA, CERCLA, or any other statutory, regulatory or common law authority.
3. Compliance by NASA with the terms of this Consent Agreement shall not relieve NASA of its obligations to comply with RCRA or any other applicable local, state, or federal laws and regulations.
4. The signing of this Consent Agreement and NASA's consent to comply shall not limit or otherwise preclude EPA from taking additional enforcement action pursuant to Section 7003 of RCRA, 42 U.S.C. Section 6973, or any other authority, should EPA determine that such action is warranted.
5. This Consent Agreement is not intended to be, nor shall it be construed as, a permit. This Consent Agreement does not relieve NASA of any obligation to obtain and comply with any local, state, or federal permit or approval except as otherwise provided for in CERCLA Section 121(e)(1).
6. EPA reserves the right to perform any portion of the work consented to herein or any additional Site characterization, feasibility study, and response/remedial actions it deems necessary to protect public health or welfare or the environment. EPA may exercise its authority under RCRA, CERCLA or any other authority to undertake or require the performance of response actions at any time. EPA reserves the right to seek reimbursement from NASA for costs incurred by the EPA in connection with any such response actions. Notwithstanding compliance with the terms of this Consent Agreement, NASA is not released from liability, if any, for the costs of any response actions taken by EPA.
7. EPA reserves whatever rights it may have under CERCLA or any other law, or in equity, to recover from NASA any costs incurred by EPA in overseeing the implementation of this Consent Agreement.

XX. OTHER CLAIMS

Nothing in this Consent Agreement shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation, or other entity for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any solid waste, hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Main Base and/or Wallops Island Parcels.

XXI. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Consent Agreement shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations. The Parties recognize that under Section 121(e)(1) of CERCLA and the NCP, portions of the response actions called for by this Agreement and conducted entirely on site, where such response actions are selected and carried out in accordance with CERCLA, are exempt from the requirement to obtain Federal, Commonwealth, or local permits. All activities must, however, comply with the applicable or relevant and appropriate Federal and Commonwealth standards, requirements, criteria, or limitations that would have been included in any such permit. Except as otherwise provided in CERCLA Section 121(e)(1), NASA shall obtain or require its authorized representatives to obtain all permits and approvals necessary under such laws and regulations.

XXII. NOTICE OF NON-LIABILITY OF EPA

EPA shall not be deemed a party to any contract involving NASA and relating to activities at the Main Base and/or Wallops Island Parcels and shall not be liable for any claim or cause of action arising from or on account of any act, or the omission of NASA, its officers, employees, contractors, receivers, trustees, agents or assigns, in carrying out the activities required by this Consent Agreement.

XXIII. SUBSEQUENT MODIFICATION

1. Except as provided in Paragraph 2 of this Section XXIII, below, this Consent Agreement may be amended only by mutual agreement of EPA and NASA. Any such amendment shall be in writing, shall be signed by an authorized representative of each party, shall have as its effective date the date on which it is signed by EPA, and shall be incorporated into this Consent Agreement.

2. Minor modifications in the studies, techniques, procedures, designs or schedules utilized in carrying out this Consent Agreement and necessary for the completion of the project may be made by written agreement of the Project Coordinators. Such modifications shall have as an effective date the date on which the agreement is signed by the EPA Project Coordinator.
3. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by NASA shall be construed as relieving NASA of its obligation to obtain written approval, if and when required by this Consent Agreement.

XXIV. SEVERABILITY

If any provision or authority of this Consent Agreement or the application of this Consent Agreement to any party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provision to other parties or circumstances and the remainder of this Consent Agreement shall not be affected thereby and shall remain in full force.

XXV. TERMINATION AND SATISFACTION

The provisions of this Consent Agreement shall be deemed satisfied upon NASA's receipt of written notice from EPA that NASA has demonstrated, to the satisfaction of EPA, that the terms of this Consent Agreement, including any additional tasks determined by EPA to be required pursuant to this Consent Agreement, have been satisfactorily completed. This notice shall not, however, terminate NASA's obligation to comply with any continuing obligations hereunder including, but not limited to, Sections XI ("RECORD PRESERVATION"), XIX ("RESERVATION OF RIGHTS"), XX ("OTHER CLAIMS") and XXI ("OTHER APPLICABLE LAWS").

XXVI. ATTORNEYS' FEES

NASA shall bear its own costs and attorneys' fees.

XXVII. EFFECTIVE DATE

The effective date of this Consent Agreement shall be the date on which NASA receives a true and correct copy of the fully executed Consent Agreement or a true and correct copy of the fully executed modified Consent Agreement as provided in Section VIII ("PUBLIC COMMENT AND REVIEW OF Agreement").

IT IS SO AGREED:

DATE: _____

BY:

JAMES J. BURKE
DIRECTOR OF THE WASTE AND CHEMICALS
MANAGEMENT DIVISION
UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION III

DATE: _____

BY:

DR. EDWARD J. WEILER,
DIRECTOR
NASA GODDARD SPACE FLIGHT CENTER

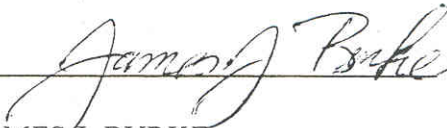
Attachment 1
Index of Administrative Record

XXVII. EFFECTIVE DATE

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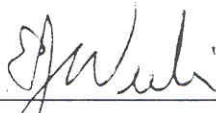
IT IS SO AGREED:

DATE: 9/28/04

BY: 

JAMES J. BURKE
DIRECTOR OF THE WASTE AND CHEMICALS
MANAGEMENT DIVISION
UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION III

DATE: 9-20-04

BY: 

DR. EDWARD J. WEILER,
DIRECTOR
NASA GODDARD SPACE FLIGHT CENTER

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| 1.0 Pre-Remedial | | | | | | | | | |
| 01.01 Pre-Remedial Investigation Correspondence | | | | | | | | | |
| 1 | 0001 | 01.01.00.0001 | 3/1/1986 | 131 | Vol. 1, Environmental Audit Goddard Space flight Center Wallops Flight Facility | Letter | WFF | Fred C. Hart Associates, Inc. | National Aeronautics and Space Administration (NASA) |
| 1 | 0002 | 01.01.00.0002 | 9/18/1989 | 17 | Review of Removal Actions, Waste Oil Site End of Runway 17-35 | Letter | WOD | M. Green, NASA | James A. Asne/EBASCO Services, Inc. |
| 1 | 0003 | 01.01.00.0003 | 3/3/1993 | 6 | Locations and Maps for Coordination of Environmental Sites | Letter | WFF | Teresa Spagnuolo/NASA, Environmental Branch | NASA, Fac. Eng. Br.; Fac. Mgm. Sec; Plant O&M Br. |
| 3 | 0004 | 01.01.00.0004 | 6/2/2003 | 9 | Response to Comments on draft Site Screening Document M-15 Photographic Tank Site | Letter | M15 | Tetra Tech NUS, Inc. | NASA, EPA, VADEQ |
| 01.02 Pre-Remedial Investigation Preliminary Assessment Documents | | | | | | | | | |
| 2 | 0005 | 01.02.00.0001 | 1/1/1998 | 14 | Preliminary Assessment Report for Wallops Flight Facility (WFF), National Aeronautics and Space Administration, Wallops Island, Virginia, undated | Report | WFF | | |
| 1 | 0006 | 01.02.00.0002 | 8/1/1994 | 371 | Environmental Resources Document | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0007 | 01.02.00.0003 | 10/0/1999 | 381 | Environmental Resource Document | Report | WFF | Occu-Health, Inc. | NASA |
| 01.03 Pre-Remedial Investigation Site Investigation Documents | | | | | | | | | |
| 1 | 0008 | 01.03.00.0001 | 2/1/1989 | 51 | NASA Site Inspection for Goddard Space Flight Center and WFF, Statement of Work for Soil Borings and Well Installations | WP | WFF | EBASCO Services, Inc. | NASA |
| 1 | 0009 | 01.03.00.0002 | 3/1/1989 | 61 | Site Inspection Goddard Space Flight Center Field Sampling Plan | WP | WFF | EBASCO Services, Inc. | NASA |
| 1 | 0010 | 01.03.00.0003 | 1/1/1990 | 155 | Final Site Inspection NASA, Volumes I and II | Report | WFF | EBASCO Services, Inc. | |
| 1 | 0011 | 01.03.00.0004 | 9/1/1990 | 28 | Final Report Soil Gas and PCB Screen; Waste Oil Dump; Scrapyard; PCB Transformer | Report | WFF | EBASCO Services, Inc. | NASA |
| 1 | 0012 | 01.03.00.0005 | 9/26/1991 | 44 | Detection Limits/Analytical Methods for All Analyses: TCL Volatiles, semi-Volatiles, Pesticides/PCB's and TAL Metals and Cyanide | Letter | WFF | Teresa Spagnuolo/NASA | Jane Pilllips/Metcalf & Eddy |
| 1 | 0013 | 01.03.00.0006 | 5/1/1992 | 142 | Quality Assurance/Quality Control Plan; Revision of Site Investigation | WP | WFF | Metcalf & Eddy, Inc. | NASA |

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|----|--------|--|-----------|--------------|--|-----------|------|--|---|
| 1 | 0014 | 01.03.00.0007 | 5/1/1992 | 98 | Field Sampling and Analysis Plan, Revision of Site Investigation | WP | WFF | Metcalf & Eddy, Inc. | NASA |
| 1 | 0015 | 01.03.00.0008 | 8/1/1992 | 227 | Final Report; Revision of Site Investigation Vol. I | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 1 | 0016 | 01.03.00.0009 | 8/1/1992 | 330 | Final Report; Revision of Site Investigation Vol. II - References | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 1 | 0017 | 01.03.00.0010 | 8/1/1992 | 474 | Final Report; Revision of Site Investigation Vol. IV - References | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 1 | 0018 | 01.03.00.0011 | 8/22/1995 | 469 | Final Site Inspection Work Plan | WP | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0019 | 01.03.00.0012 | 5/1/1996 | 30 | Aerial Photographic Analysis NASA - Wallops Flight Facility, Wallops Island, Virginia | Report | WFF | G. I. Martucci/Lockheed Environmental Systems & Technologies Co./EPA/ORD | EPA Hazardous Waste Mgm. Div. Reg. 3, Phila, PA/Office of Emergency and Remedial Response, Wash, DC |
| 2 | 0020 | 01.03.00.0013 | 3/27/1996 | 512 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume I, Site Inspection Report | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0021 | 01.03.00.0014 | 3/27/1996 | 155 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume II, Preliminary Reports, Phases I-II, Field Surveys | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0022 | 01.03.00.0015 | 3/27/1996 | 407 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume III, Preliminary Reports, Phases III-IV, Field Sampling | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0023 | 01.03.00.0016 | 3/27/1996 | 180 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume IV, Preliminary Reports, HRS Scoring | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0024 | 01.03.00.0017 | 3/27/1996 | 435 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume V, Preliminary Reports, HRS PRECORE Output | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0025 | 01.03.00.0018 | 3/27/1996 | 1168 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume VI, Preliminary Report, HRS PRECORE Output | Report | WFF | Metcalf & Eddy, Inc. | NASA |

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|---|--------|--|-----------|--------------|---|---------------|------|--|--|
| 2 | 0026 | 01.03.00.0019 | 3/27/1996 | 92 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume VII, Preliminary Report, EPA HRS PRESCORE Software and Manual | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0027 | 01.03.00.0020 | 3/27/1996 | 425 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume VIII, Preliminary Reports, References | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0028 | 01.03.00.0021 | 3/27/1996 | 699 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume IX, Preliminary Report, References | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 2 | 0029 | 01.03.00.0022 | 3/27/1996 | 847 | Site Inspection for Miscellaneous Sites at Wallops Flight Facility, Volume X, Preliminary Report, References | Report | WFF | Metcalf & Eddy, Inc. | NASA |
| 3 | 0030 | 01.03.00.0023 | 11/1/2000 | 36 | Wallops Flight Facility - Main Base GIS Based Historical Photographic Analysis 1938-1980 | Report | WFF | U.S. Army Corps of Engineers, Norfolk District | NASA |
| 3 | 0031 | 01.03.00.0024 | 7/31/2001 | 95 | Site Investigation Report ADAS Facility Site 10 | Report | 10 | Versar, Inc. | NASA |
| 3 | 0032 | 01.03.00.0025 | 1/14/2003 | 12 | Letter Work Plan for Supplemental Investigations Advanced Data Acquisition Support Facility (ADAS) NASA WFF, Wallops Main Base, NASA, WFF, Wallops Island, Virginia | Letter Report | 10 | Sue Fields/NASA | Mark Leeper/VADEP and Todd M. Richardson/USEPA |
| 3 | 0033 | 01.03.00.0026 | 2/20/2003 | 7 | Final letter Work Plan, Potable Water Supply Well Sampling | WP | WFF | Tetra Tech NUS, Inc. (TtNUS) | NASA |
| 3 | 0034 | 01.03.00.0027 | 4/8/2003 | 151 | Final Letter Report, Potable Water Supply Well Sampling | Letter Report | WFF | TtNUS | NASA |
| 1 | 0035 | 01.03.00.0028 | 9/0/1990 | 206 | Final Summary Report, Scrapyard, PCB Transformer, Photographic Tank, Waste Oil Dump | Report | WFF | EBASCO Services, Inc. | NASA |
| 01.04 Pre-Remedial Investigation Expanded Site Investigation | | | | | | | | | |
| 3 | 0036 | 01.04.00.0001 | 1/14/2003 | 100 | Final Letter Work Plan, Background Soil and GW Investigation for the Main Base, NASA, WFF, Wallops Island, Virginia | WP | WFF | Sue Fields/NASA | Mark Leeper/VADEP and Todd M. Richardson/USEPA |
| 3 | 0037 | 01.04.00.0002 | 7/10/2003 | 66 | Summary Site Characterization Report for Wallops Island Fueling Station VADEQ Case No. PC# 93-0913 (Site 6, Building X-5 and X-10) | Report | WFF | TtNUS | NASA |

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| 01.05 Pre-Remedial Hazard Ranking System (HRS) Documents | | | | | | | | | |
| | | | | | | | | | |
| 2.0 Removal Response | | | | | | | | | |
| 02.01 Removal Response Correspondence | | | | | | | | | |
| 1 | 0038 | 02.01.00.0001 | 2/15/1995 | 2 | Radiation Survey 'Walk-over' of Salvage Yard at Wallops Flight Facility (West Side of Building N-222) | Letter | N-222 | Tad M. Blanchard, Senior Health Physics Technician, National Health Services, Inc. | Head, Safety and Health Branch, Terry Potterton/NASA |
| 1 | 0039 | 02.01.00.0002 | 6/30/1995 | 1 | Comments on Proposed Project Approach for Radiological Survey, Scrapyard, Wallops Flight Facility | Letter | N-222 | Stacie M. Driscoll/EPA Region III | Ms. Teresa Spagnuolo/NASA |
| 2 | 0040 | 02.01.00.0003 | 1/22/1996 | 5 | Comments on NASA Goddard Space Flight Center Wallops Flight Facility, Scrapyard, Work Plan for Radiological Survey | Letter | N-222 | Stacie M. Driscoll/EPA Region III | Ms. Teresa Spagnuolo/NASA |
| 2 | 0041 | 02.01.00.0004 | 3/15/1996 | 14 | Response to Comments on the Work Plan for Radiological Survey | Letter | N-222 | Teresa Spagnuolo/NASA | Stacie Morekas-Driscoll/EPA, Region III |
| 2 | 0042 | 02.01.00.0005 | 4/1/1996 | 1 | Work Plan for Radiological Survey, Approval of Response to Comments | Letter | N-222 | Stacie M. Driscoll/EPA, Region III | Ms. Teresa Spagnuolo/NASA |
| 3 | 0043 | 02.01.00.0006 | 3/19/2003 | 2 | Notification and Certification Requirements of 40 CFR Part 761.61 | Letter | N-222 | Sue Fields, NASA RPM | Donald S. Welsh, EPA/R.G. Brumley DEQVA/K. Bull, Accomack County |
| 02.02 Removal Response Reports | | | | | | | | | |
| 1 | 0044 | 02.02.00.0001 | 6/9/1995 | 11 | Proposed Approach for Radiological Survey for Scrapyard located at Wallops Flight Facility (WFF) | Letter | N-222 | Teresa Spagnuolo/NASA | Stacie Morekas-Driscoll/EPA, Region III |
| 2 | 0045 | 02.02.00.0002 | 10/10/1997 | 72 | Final Scrapyard Area Radiological Survey Report | Report | N-222 | Metcalf & Eddy | NASA |
| 3 | 0046 | 02.02.00.0003 | 10/1/2002 | 59 | Final Sampling and Analysis Plan and Radiological Field Survey for the N-222 Scrapyard and Area | Report | N-222 | Weiss Associates | NASA |
| 3 | 0047 | 02.02.00.0004 | 1/1/2003 | 73 | Final Work Plan For The Removal Action At Site 005 and Site 012 Wallops Flight Facility | Report | 5/12 | Foster Wheeler Environmental Corporation | NASA |
| 3 | 0048 | 02.02.00.0005 | 1/31/2003 | 162 | Soil Sampling and Radiological Field Survey Data Gaps Report | Report | N-222 | Weiss Associates | NASA |

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|--|--------|--|-----------|--------------|---|-------------|---------------|--|--|
| 3 | 0049 | 02.02.00.0006 | 3/14/2003 | 101 | Removal Action Work Plan for The N-222 Scrapy Area | Report | N-222 | Weiss Associates | NASA |
| 02.03 Removal Response CERCLA Removal Site Record | | | | | | | | | |
| 3 | 0050 | 02.03.00.0001 | 2/0/2003 | 7 | Action Memorandum for the NASA Goddard Space Flight Center's Non-time-critical Removal Action at the Paint Stain (Site 5) and Former Wind Tunnel (Site 12) Wallops Island, VA | Action Memo | 5/12 | William B. Bott/NASA | |
| 3.0 Remedial Investigation (RI) | | | | | | | | | |
| 03.01 Remedial Investigation Correspondence | | | | | | | | | |
| 1 | 0051 | 03.01.00.0001 | 10/6/1992 | 14 | Review of the draft Work Plan, Fire Training Area, Remedial Investigation/Feasibility Study for Wallops Flight Facility and the draft Field Operations Plan, Fire Training Area, Remedial Investigation/Feasibility Study for Wallops Flight Facility | Letter | FFTA | Stacie Morekas/USEPA | Mr. Terry M. Potterton/NASA |
| 2 | 0052 | 03.01.00.0002 | 2/5/1997 | 13 | Ecological Risk Assessment, Revisions to Work Plan for Sites 5, 12, 14, and 15 | Letter | 5/12 14/15 | Mr. William H. Burton/Versar, Inc. | Coastal Resource Coordinator/National Oceanic and Atmospheric Administration |
| 3 | 0053 | 03.01.00.0003 | 1/1/2002 | 2 | VADEQ Comments on the December 2001 RI/FS for Sites 5 and 12, undated | Letter | 5/12 | VADEQ | NASA |
| 3 | 0054 | 03.01.00.0004 | 2/25/2002 | 6 | VADEQ Comments on the March 2001 RI/FS for Site 16 | Letter | WOD | VADEQ | NASA |
| 03.02 Remedial Investigation Sampling and Analysis Data - validated data and chain of custody forms are included in the AR by indicating their location and | | | | | | | | | |
| 1 | 0055 | 03.02.00.0001 | 9/16/1993 | 586 | Data Validation Narratives - Volume I | Report | WFF | Versar, Inc./Roy F. Weston, Inc. | NASA |
| 2 | 0056 | 03.02.00.0002 | 5/14/1997 | 551 | Data Validation Narratives - Volume II | Report | WFF | Versar, Inc.(Metcalf & Eddy/Roy F. Weston, Inc.) | NASA |
| 03.03 Remedial Investigation Site Management Plan | | | | | | | | | |
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| 03.04 Remedial Investigation Work Plans (including FSAP and QAPP), Progress Reports | | | | | | | | | |
| 1 | 0057 | 03.04.00.0001 | 3/29/1993 | 225 | Fire Training Area RI/Feasibility Final Work Plan | WP | FFTA | Metcalf & Eddy, Inc. | NASA |
| 1 | 0058 | 03.04.00.000 | 3/0/1993 | 609 | Fire Training Area RI/Feasibility Final Field Operations Plan | WP | FFTA | Metcalf & Eddy, Inc. | NASA |
| 1 | 0059 | 03.04.00.0003 | 1/16/1995 | 373 | Limited RI/Feasibility Study Final Work Plan Scrapyard | WP | N-222 | Metcalf & Eddy, Inc. | NASA |
| 2 | 0060 | 03.04.00.0004 | 5/2/1997 | 84 | NASA Wallops island RI/FS Work Plan Sites 5, 12, 14, and 15 | WP | 5/12 14/15 | Versar, Inc. | NASA |
| 3 | 0061 | 03.04.00.0005 | 1/0/2003 | 800 | Work Plan for Supplemental RI Activities at the Former Fire Fighting Training Area and Waste Oil Dump | WP | FFTA WOD | Tetra Tech NUS, Inc. | NASA |
| 3 | 0094 | 03.04.00.0006 | 8/1/2003 | 123 | Final Work Plan for the Supplemental RI at WFF Sites 005 and 012 (CD) | WP | WFF | Tetra Tech NUS, Inc. | NASA |
| 03.05 Remedial Investigation Interagency or Federal Facility Agreements | | | | | | | | | |
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| 03.06 Remedial Investigation ARARs - if applicable | | | | | | | | | |
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| 03.07 Remedial Investigation (RI) Report | | | | | | | | | |
| 1 | 0062 | 03.07.00.0001 | 8/28/1995 | 203 | Limited RI Report for the Scrapyard Area | Report | N-222 | Metcalf & Eddy | NASA |
| 2 | 0063 | 03.07.00.0002 | 2/28/1996 | 370 | Former Fire Training Area RI Final Report | Report | FFTA | Metcalf & Eddy | NASA |
| 2 | 0064 | 03.07.00.0003 | 6/14/1999 | 757 | RI/Feasibility Study Sites 14 and 15 | Report | 14/15 | Versar, Inc. | NASA |
| 3 | 0065 | 03.07.00.0004 | 12/6/2001 | 484 | RI/Feasibility Study Sites 5 and 12, Volume I | Report | 5/12 | Versar, Inc. | NASA |
| 3 | 0066 | 03.07.00.0005 | 12/6/2001 | 445 | RI/Feasibility Study Sites 5 and 12, Volume II | Report | 5/12 | Versar, Inc. | NASA |
| 3 | 0067 | 03.07.00.0006 | 3/13/2001 | 477 | RI/Feasibility Study Site 16 Waste Oil Dump | Report | WOD | Versar, Inc. | NASA |
| 3 | 0068 | 03.07.00.0007 | 10/6/2003 | 51 | Final Site Screening Document M-15 Photographic Tank (Photo Tank) Site | Report | M15 | Tetra Tech NUS, Inc. | NASA |

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| 03.08 Remedial Investigation Health Assessment - produced by ATSDR | | | | | | | | | |
| | | | | | | | | | |
| 03.09 Remedial Investigation Endangerment/Risk Assessments | | | | | | | | | |
| 3 | 0069 | 03.09.00.0001 | 12/8/2000 | 194 | Risk Assessment Update Former Fire Fighting Training Area | Report | FFTA | Versar, Inc. | NASA |
| 4.0 Feasibility Study (FS) | | | | | | | | | |
| 04.01 Feasibility Study (FS) Correspondence | | | | | | | | | |
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| 04.02 FS Sampling and Analysis Data -- if applicable | | | | | | | | | |
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| 04.03 FS Scopes of Work -- if applicable | | | | | | | | | |
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| 04.04 FS Work Plans -- if applicable | | | | | | | | | |
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| 04.05 FS ARARs - Initial Screening | | | | | | | | | |
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| 04.06 FS Treatability Studies/Site Characterizations -- if applicable | | | | | | | | | |
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| 04.07 Feasibility Study (FS) Report | | | | | | | | | |
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| 04.08 FS Proposed Plans for Selected Remedial Action | | | | | | | | | |
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| 5.0 Record of Decision | | | | | | | | | |
| 05.01 Correspondence | | | | | | | | | |
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| 05.02 Responsiveness Summaries - Administrative Record | | | | | | | | | |
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| 05.03 Scopes of Work | | | | | | | | | |
| 3 | 0070 | 05.03.00.0001 | 2/7/2002 | 4 | Preliminary Identification, Commonwealth of Virginia, Applicable, Relevant & Appropriate Requirements (ARARs) | Letter | WFF | VADEQ | NASA |
| 05.04 Work Plans | | | | | | | | | |
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| 05.05 Interagency or Federal Facility Agreements | | | | | | | | | |
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| 05.06 ARARs | | | | | | | | | |
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| 05.07 Records of Decision | | | | | | | | | |
| 3 | 0071 | 05.07.00.0001 | 2/24/2003 | 69 | Final Decision Document for Building N-161C PCB Transformer Pad Site NASA Wallops Flight Facility | Report | N-161 | Tetra Tech NUS, Inc. | NASA |
| 3 | 0095 | 05.07.00.0002 | 8/1/2002 | 156 | Final Decision Document for Advance Data Acquisition Support Facility (ADAS) Site NASA Wallops Flight Facility | Report | N-161 | Tetra Tech NUS, Inc. | NASA |
| 6.0 Remedial Design | | | | | | | | | |
| 06.01 Correspondence | | | | | | | | | |
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| 06.02 Sampling and Analysis Data | | | | | | | | | |
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| 06.03 Scopes of Work | | | | | | | | | |
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| 06.04 Work Plans and Progress Reports | | | | | | | | | |
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| 06.05 Cost Reports and Invoices | | | | | | | | | |
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| 06.06 Interagency and Cooperative Agreements | | | | | | | | | |
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| 06.07 Applicable or Relevant and Appropriate Requirements (ARARs) | | | | | | | | | |
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| 06.08 Remedial Design Documents | | | | | | | | | |
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| 7.0 Remedial Action | | | | | | | | | |
| 07.01 Correspondence | | | | | | | | | |
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| 07.03 Scopes of Work | | | | | | | | | |
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| 07.04 Work Plans and Progressive Reports | | | | | | | | | |
| 3 | 0072 | 07.04.00.0001 | 6/1/2003 | 38 | Final Work Plan Addendum for the OE Removal Action at the N-222 Scrapyard Area WFF 2/03 | Report | N-222 | NASA | NASA |
| 3 | 0073 | 07.04.00.0002 | 6/1/2003 | 59 | Final Site Health and Safety Plan Addendum for the OE Removal Action at the N-222 Scrapyard Area, June 2003 | Report | N-222 | NASA | NASA |
| 07.05 Cost Reports and Invoices | | | | | | | | | |
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| 07.06 Interagency and Cooperative Agreements | | | | | | | | | |
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| 07.07 ARARs | | | | | | | | | |
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| 07.08 Remedial Action Documents | | | | | | | | | |
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| 8.0 Site Closeout (BRAC Documents) | | | | | | | | | |
| 08.01 Correspondence | | | | | | | | | |
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| 08.02 Deletion from National Priorities List | | | | | | | | | |
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| 08.03 Operations and Maintenance | | | | | | | | | |
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| 08.04 Contractor Work Plans and Progress Reports | | | | | | | | | |
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| 08.05 Cost Reports and Invoices | | | | | | | | | |
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| 08.06 Long Term Responses | | | | | | | | | |
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| 9.0 State Coordination | | | | | | | | | |
| 09.01 Correspondence - documents of state involvement | | | | | | | | | |
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| 09.02 Federal Facility/State Contract/State Issued Permit -- if applicable | | | | | | | | | |
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| 09.03 State Memoranda of Agreement (SMOA) -- if applicable | | | | | | | | | |
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| 10.0 Enforcement | | | | | | | | | |
| 10.01 Correspondence | | | | | | | | | |
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| 10.02 State Enforcement Records | | | | | | | | | |
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| 10.03 Department of Justice (DOJ) - Referral Documents | | | | | | | | | |
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| 10.04 State Negotiations | | | | | | | | | |
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| 10.05 Federal Facility Negotiations | | | | | | | | | |
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| 10.06 EPA Administrative Order | | | | | | | | | |
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| 10.07 EPA Consent Order | | | | | | | | | |
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| 13.0 Community Relations | | | | | | | | | |
| 13.01 Correspondence - all written comments from the public including factual data and Federal Agency responses | | | | | | | | | |
| | | | | | | | | | |
| 13.02 Mailing List | | | | | | | | | |
| 3 | 0074 | 13.02.00.0001 | 3/1/2003 | 6 | Community Involvement Mailing List, Appendix A | List | WFF | Tetra Tech NUS, Inc. | NASA |
| 13.03 Technical Review Committee | | | | | | | | | |
| | | | | | | | | | |
| 13.04 Community Involvement Plan | | | | | | | | | |
| 3 | 0075 | 13.04.00.0001 | 3/1/2003 | 47 | Community Involvement Plan for NASA Wallops Flight Facility, Wallops Island, Virginia | Plan | WFF | Tetra Tech NUS, Inc. | NASA |
| 13.05 Public Meetings-- transcripts with public comment, attendance list, agenda, and all public meetings | | | | | | | | | |
| 3 | 0076 | 13.05.00.0001 | 12/28/2002 | 2 | Public Notice for Sites 5/12 RI, Removal Work Plan, Action Memo, and Removal Action | PN | 5/12 | Gannett Publications | |
| 13.06 Fact Sheets | | | | | | | | | |
| 1 | 0077 | 13.06.00.0001 | 4/1/1991 | 1 | Environmental Fact Sheet, Old Aviation Fuel Tank Farm | FSh | WFF | NASA, Public Affairs | |
| 1 | 0078 | 13.06.00.0002 | 9/1/1991 | 2 | Environmental Insight Fact Sheet, Old Aviation Fuel Tank Farm | FSh | WFF | NASA, Public Affairs | |
| 1 | 0079 | 13.06.00.0003 | 9/1/1992 | 1 | Environmental Insight Fact Sheet, Old Aviation Fuel Tank Farm | FSh | WFF | NASA, Public Affairs | |

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| 1 | 0080 | 13.06.00.0004 | 10/1/1993 | 1 | Environmental Insight Fact Sheet, Old Aviation Fuel Tank Farm | FSh | WFF | NASA, Public Affairs | |
| 1 | 0081 | 13.06.00.0005 | 10/1/1994 | 2 | Environmental Insight Fact Sheet, Old Aviation Fuel Tank Farm | FSh | WFF | NASA, Public Affairs | |
| 3 | 0082 | 13.06.00.0006 | 12/1/2002 | 2 | NASA Fact Sheet, NASA's Environmental Restoration Program at Wallops Flight Facility | FSh | WFF | NASA, Public Affairs | |
| 3 | 0083 | 13.06.00.0007 | 6/0/2002 | 2 | Former Wind Tunnel (Site 12) Contaminated Soil, Fact Sheet | FSh | 5/12 | NASA, Env. Program | |
| 14.0 Congressional Relations | | | | | | | | | |
| 14.01 Correspondence -- if applicable | | | | | | | | | |
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| 14.02 Transcripts -- if applicable | | | | | | | | | |
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| 14.03 Testimonies -- if applicable | | | | | | | | | |
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| 14.04 Published Hearing Records -- if applicable | | | | | | | | | |
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| 16.0 Natural Resource Trustee | | | | | | | | | |
| 16.01 Correspondence | | | | | | | | | |
| 3 | 0084 | 16.01.00.0001 | 1/14/2003 | 5 | Natural Resource Trustee Notification | Letter | WFF | Sue Fields/NASA | Robert M. Burr/US DOI |
| 3 | 0085 | 16.01.00.0002 | 1/14/2003 | 5 | Natural Resource Trustee Notification | Letter | WFF | Sue Fields/NASA | Russell Bellmar/NOAA |
| 3 | 0086 | 16.01.00.0003 | 1/14/2003 | 5 | Natural Resource Trustee Notification | Letter | WFF | Sue Fields/NASA | Honorable W. Tayloe Murphy, Jr./Secretary Natural Resources, Commonwealth of VA |
| 16.02 Natural Resource Trustee Release | | | | | | | | | |
| | | | | | | | | | |
| 16.03 Trustee Notification Form and Selection Guide | | | | | | | | | |
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| 16.04 Technical Issue Paper | | | | | | | | | |
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| 18.0 Initial Remedial Measures (IRM) | | | | | | | | | |
| 18.01 Correspondence | | | | | | | | | |
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| 18.02 IRM Response | | | | | | | | | |
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| 19.0 Resource Conservation and Recovery Act (RCRA) Records | | | | | | | | | |
| 19.01 Correspondence | | | | | | | | | |
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| 19.02 Notification/Part A/Part B/Permit Mods | | | | | | | | | |
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| 19.03 RCRA Facility Assessment (RFA) Reports | | | | | | | | | |
| 1 | 0087 | 19.03.00.0001 | 11/1/1992 | 147 | Draft RFA Report | Report | WFF | Versar, Inc. | |
| 19.04 RCRA Facility Inspection (RFI) Report | | | | | | | | | |
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| 19.05 RCRA Enforcement Action | | | | | | | | | |
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| 19.06 Quarterly Enforcement Action | | | | | | | | | |
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| 19.07 RCRA Corrective Measures Study (CSM) | | | | | | | | | |
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| 19.08 RCRA Statement of Basis | | | | | | | | | |
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| 19.09 RCRA Corrective Measure Implementation | | | | | | | | | |
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| 19.40 RCRA Facility Inspection (RFI) Report | | | | | | | | | |
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| 19.41 Correspondence | | | | | | | | | |
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| 19.42 Sampling and Analysis Data | | | | | | | | | |
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| 19.43 Corrective Action MGMT Plan (CAMP)/Site MGMT Plan | | | | | | | | | |
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| 19.44 Work Plans | | | | | | | | | |
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| 19.45 Interagency/Federal Facility Agreements | | | | | | | | | |
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| 19.46 ARARs | | | | | | | | | |
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| 19.47 RCRA Facility Investigation (RFI) Report | | | | | | | | | |
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| 19.48 Health/Endangerment/Risk Assessments | | | | | | | | | |
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| 19.49 Interim Measures | | | | | | | | | |
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| 19.70 RCRA Corrective Measures Study (CMS) | | | | | | | | | |
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| 19.71 Correspondence | | | | | | | | | |
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| 19.73 Scopes of Work | | | | | | | | | |
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| 19.74 Work Plan | | | | | | | | | |
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| 19.75 ARARs -- Initial Screening | | | | | | | | | |
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| 19.76 Treatability Studies/Site Characterization | | | | | | | | | |
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| 19.77 Corrective Measure Study (CMS) Report | | | | | | | | | |
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| 19.78 Proposed Plan for Selected Remedial Action | | | | | | | | | |
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| 19.79 RCRA Statement of Basis | | | | | | | | | |
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| 19.84 Work Plans | | | | | | | | | |
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| 19.87 Statement of Basis | | | | | | | | | |
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| 19.90 RCRA Corrective Measures Implementation (CMI) | | | | | | | | | |
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| 19.97 ARARs | | | | | | | | | |
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| 19.98 Corrective Measure Design/Construction & Implementation | | | | | | | | | |
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| 21.0 Non-Specific/Oversight Activities | | | | | | | | | |
| 21.01 Correspondence -- if applicable | | | | | | | | | |
| | | | | | | | | | |
| 21.02 RPM Meeting Minutes, Handouts, and Material | | | | | | | | | |
| 3 | 0088 | 21.02.00.0001 | 10/23/2001 | 3 | Remedial Project Managers Meeting Summary | Minutes | WFF | Sue Fields/NASA | Project Team |
| 3 | 0089 | 21.02.00.0002 | 1/23/2002 | 2 | Remedial Project Managers Meeting Summary | Minutes | WFF | Sue Fields/NASA | Project Team |
| 3 | 0090 | 21.02.00.0003 | 4/30/2002 | 1 | Remedial Project Managers Meeting Summary | Minutes | WFF | Sue Fields/NASA | Project Team |
| 3 | 0091 | 21.02.00.0004 | 8/19/2002 | 1 | Remedial Project Managers Meeting Summary | Minutes | WFF | Sue Fields/NASA | Project Team |
| 3 | 0092 | 21.02.00.0005 | 12/4/2002 | 84 | Remedial Project Managers Meeting Summary | Minutes | WFF | Sue Fields/Donna Sutherland/NASA | Project Team |
| 3 | 0093 | 21.02.00.0006 | 3/6/2003 | 23 | Final Remedial Project Managers Meeting Summary | Minutes | WFF | Donna Sutherland/NASA | Project Team |
| 3 | 0096 | 21.02.00.0007 | 6/18/2003 | 7 | Remedial Project Managers Meeting Summary | Minutes | WFF | Brenda Harris/Carolyn Turner | Project Team |
| 50.0 Administrative Record Oversight Activities | | | | | | | | | |
| 50.01 Internal Requests for AR Inclusion | | | | | | | | | |
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| 50.02 Repository Correspondence | | | | | | | | | |
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