

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE U.S. DEPARTMENT OF ENERGY
AND
THE U.S. ARMY CORPS OF ENGINEERS
REGARDING PROGRAM ADMINISTRATION AND EXECUTION OF
THE FORMERLY UTILIZED SITES REMEDIAL ACTION PROGRAM (FUSRAP)**

ARTICLE I - PURPOSE AND AUTHORITY

A. This Memorandum of Understanding (MOU) is entered into by and between the U.S. Department of Energy (DOE) and the U.S. Army Corps of Engineers (USACE), (“The Parties”) for the purpose of delineating administration and execution responsibilities of each of the parties for the Formerly Utilized Sites Remedial Action Program (FUSRAP).

B. USACE is administering and executing cleanup at eligible FUSRAP sites pursuant to the provisions of the Energy and Water Development Appropriations Act, 1998, (Title I, Public Law 105-62, 111 Stat. 1320, 1326), the Energy and Water Development Appropriations Act, 1999, (Title I, Public Law 105-245, 112 Stat. 1838,1843), and in accordance with, and subject to regulation under, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. 9601 et seq., and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R., Chapter 1, Part 300.

C. DOE and USACE acknowledge that DOE does not have regulatory responsibility or control over the FUSRAP activities of USACE or USACE contractors.

D. This MOU addresses the responsibilities of the parties with regard to the 25 completed sites, listed in Attachment “A” hereto, where response actions were completed by DOE as of October 13, 1997, and the 21 active sites listed in Attachment “B” hereto, where response actions were not completed by DOE as of October 13, 1997.

E. This MOU also addresses the responsibilities of the parties for determining the eligibility of any new sites and vicinity properties for response actions under FUSRAP, determining the extent of response actions necessary at any eligible site, and dealing with other matters necessary to carry out this Program.

F. USE OF TERMS.

1. The term “accountability” in regards to real property refers to the obligation imposed by law or regulation to keep an accurate record of real property, regardless of whether the person or agency charged with this obligation has actual possession of the real property, or any control over activities occurring on the real property.
2. The term “active site” means any “eligible FUSRAP site” which is undergoing or is programmed to undergo response actions by USACE, or which is determined to require initial or additional response action in accordance with the provisions of Article III, below.
3. The term “cleanup” means all response actions performed under FUSRAP.
4. The term “closeout” means the completion of cleanup and publication of notice in accordance with the provisions of CERCLA, the NCP and USACE procedures.
5. The term “completed site” means any site listed in Attachment “A”, or any site closed out by USACE as defined in paragraph 4, above.
6. The term “completion of FUSRAP activities” means the conclusion of USACE responsibilities at active sites in accordance with the provisions of this MOU.
7. The term “eligible FUSRAP site” means any geographic area determined by DOE to have been used for activities in support of the Nation’s early atomic energy program, or placed into FUSRAP pursuant to Congressional direction. (See Article III, section D, for designation of sites not part of FUSRAP on October 13, 1997).
8. The term “management” in regards to real property means the safeguarding of the Government’s interest in property, in an efficient and economical manner consistent with the best business practices, including administering applicable National Pollutant Discharge Elimination System (NPDES) permits, National Emissions Standards for Hazardous Air Pollutants (NESHAPS) reports, and other applicable administrative environmental requirements.
9. The term “protection” in regards to real property means the provision of adequate measures for prevention and extinguishment of fires, special inspections to determine and eliminate fire and other hazards, and necessary guards to protect property against thievery, vandalism, and unauthorized entry.
10. The term “response” shall have the same meaning as in CERCLA at 42 U.S.C. § 9601(25).
11. The term “vicinity properties” means properties adjacent to or near eligible FUSRAP sites which have been contaminated by radioactive and/or chemical waste

materials attributable to activities which supported the nation's early atomic energy program.

12. For purposes of this MOU, "active sites" become "completed sites" upon USACE determination that completion of FUSRAP activities has occurred with necessary regulatory approvals under CERCLA and the NCP.

13. For purposes of this MOU, "completed sites" become "active sites" upon USACE determination that further response action is necessary in accordance with Article III of this MOU.

ARTICLE II - INTERAGENCY COMMUNICATION

To provide for consistent and effective communication between DOE and USACE, each shall appoint a Principal Representative to serve as its headquarters-level point of contact on matters relating to this MOU.

ARTICLE III - RESPONSIBILITIES

A. PROGRAM MANAGEMENT AND FUNDING.

1. USACE shall manage all activities and prepare program estimates, funding requirements, and budget justifications for all FUSRAP activities for which it is responsible under the terms of this MOU. USACE shall request FUSRAP appropriations in the annual Energy and Water Development Appropriations Act for these activities. USACE shall respond to inquiries from public officials, Congressional interests, stakeholders, and members of the press regarding USACE activities under FUSRAP. Except as otherwise provided in this MOU, USACE is responsible for all response action activities at FUSRAP sites until two years after closeout.

2. DOE shall use resources appropriated to it to meet its responsibilities under the terms of this MOU. Except as otherwise provided in this MOU, DOE is responsible for any required activities at FUSRAP sites beginning two years after closeout.

B. COMPLETED SITES.

1. DOE:

- a. Shall be responsible for: surveillance, operation and maintenance, including monitoring and enforcement of any institutional controls which have been imposed on a site or vicinity properties; management, protection, and accountability of federally-owned property and interests therein; and any other federal responsibilities, including claims and litigation, for those sites identified as completed in Attachment "A". Should it be necessary to undertake further administrative actions to finalize the completion of those sites in Attachment "A", DOE will identify the administrative actions to be taken, coordinate funding requirements for those actions with USACE, and upon receipt of funds from USACE, complete the necessary administrative actions to finalize completion of those sites;
- b. Shall request USACE to conduct additional FUSRAP cleanup in a manner consistent with those procedures described in Article III section D, FUSRAP ELIGIBILITY (NEW SITES);
- c. Shall be successor to USACE in Federal Facility Agreements for long-term surveillance, operation and maintenance, for which DOE is responsible under the provisions of this MOU;
- d. Shall be responsible for administration of payments in lieu of taxes for any federally-owned lands held in connection with FUSRAP; and
- e. Upon completion of FUSRAP activities by USACE, shall be responsible for: surveillance, operation and maintenance, including monitoring and enforcement of any institutional controls which have been imposed on a site or vicinity properties; management, protection and accountability of federally-owned property and interests therein; and any other federal responsibilities, including claims and litigation, not directly arising from USACE FUSRAP response actions.

2. USACE:

- a. Shall assume no responsibility for the completed sites listed in Attachment "A" unless additional response actions are determined to be necessary under the provisions of Article III paragraph B.1.a. and Article III section D; and
- b. In accordance with Article III section B.1.a., will provide funding to DOE for administrative actions required to finalize completion of the sites in Attachment "A".

Such funding will be requested in USACE FUSRAP budget requests, or provided through Congressionally-approved reprogramming actions.

C. ACTIVE SITES.

1. DOE:

a. Upon request from USACE, shall provide USACE with site designation decision documents and reports, contractual documents, program administration files, technical records, and documents related to federally-owned property, including associated financial records, cost estimates, schedules of program activities, and supporting data;

b. Hereby provides USACE with authorization for access to such lands or interests in land for which DOE has administrative accountability or to which DOE otherwise is authorized to provide access pursuant to statute, permit, license or similar agreement, to the extent that it may do so under the terms of any such agreements;

c. Upon request from USACE, to the extent permitted by law, shall acquire, using funds appropriated for FUSRAP activities, such additional real property and interests therein as may be required by USACE to execute the program, if USACE cannot otherwise accomplish the acquisition under its own authority;

d. To the extent permitted by law, hereby agrees to provide such authorization to USACE as may be required to terminate any existing leases, licenses, permits, or other agreements for access to, and the use of, land or facilities which USACE determines are no longer required to execute FUSRAP;

e. Beginning two years after closeout, shall be responsible for long-term surveillance, operation and maintenance, including monitoring and enforcement of any institutional controls which have been imposed on a site or vicinity properties, and, upon closeout, shall accept the transfer of federally-owned real property and interests therein, acquired by USACE for FUSRAP execution;

f. Shall be responsible for administration of payments in lieu of taxes for any federally-owned lands held by either USACE or DOE in connection with FUSRAP;

g. Shall be responsible, only after a determination of liability by a court of competent jurisdiction and exhaustion of applicable appeal rights, for payment of claims by property owners for damages to property and personal injuries due to DOE's actions prior to October 13, 1997, provided that:

i. This MOU does not alter or diminish the right of DOE to raise any defenses available under law, including sovereign immunity, in the case of any third party

claims, whether in an administrative or a judicial proceeding; and

ii. Nothing in this agreement shall be interpreted to require any obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341);

h. Shall have accountability for federally-owned real property interests acquired by or transferred to DOE, including inventory reporting to the General Services Administration as may be required by that agency; and

i. To the extent permitted by law, hereby agrees to make such outgrants on federally owned real property interests, referred to in paragraph h. above, as may be requested by USACE in connection with the relocation of utilities and facilities or to otherwise facilitate FUSRAP execution.

2. USACE:

a. Shall be responsible for property management and response action activities at active FUSRAP sites, except for DOE's inventory reporting of federally owned real property interests related to FUSRAP under Article III paragraph C. 1.h. and as otherwise provided in this section;

b. Shall be responsible for site cleanup in accordance with its obligation to administer and execute FUSRAP imposed by Public Law 105-62; Public Law 105-245; any subsequent laws specifically relating to FUSRAP; CERCLA; and the NCP;

c. Shall accordingly be responsible for site closeout in accordance with CERCLA, the NCP, and USACE procedures;

d. During cleanup operations and for the first two years after site closeout, shall be responsible for surveillance, operation and maintenance, as required, and for management and protection of federally-owned real property in connection with FUSRAP;

e. Shall establish cleanup standards in consultation with federal, State and local regulatory agencies;

f. Within its authorities, may acquire real property and interests therein required for FUSRAP execution;

g. Shall maintain accountability for real property and interests therein which USACE

acquires under its authorities for FUSRAP execution, until such time as such real property and interests therein are transferred to DOE;

h. Shall be responsible, in cooperation with the Department of Justice, for identifying and for seeking recovery from Potentially Responsible Parties (PRPs) under CERCLA for response actions performed at eligible FUSRAP sites;

i. Shall accept responsibility as DOE's successor for all response actions required by Federal Facility Agreements executed between DOE and EPA at eligible FUSRAP sites;

j. Shall determine the need for response actions under FUSRAP of any vicinity property;

k. Shall conduct a technical review of the adequacy of USACE-selected remedies on the fifth anniversary of site closeout where necessary;

l. Shall execute and sign new FFA's and permits required for FUSRAP activities;

m. Shall coordinate with DOE as appropriate on issues relating to activities on:

i. DOE's inventory reporting of federally-owned real property referred to in Article III paragraph C. 1.h., above;

ii. Any DOE outgrants on federally-owned real property interests referred to in Article III paragraph C.1.i., above; and

iii. Changes to existing FFA provisions or to new provisions that relate to long-term surveillance, operation and maintenance by DOE referred to in Article III paragraphs C.2.i. and l. above;

n. Shall be responsible, only after a determination of liability by a court of competent jurisdiction and exhaustion of applicable appeal rights, for damages due to the fault or negligence of USACE or its contractors, and shall hold and save harmless DOE free from all damages arising from USACE FUSRAP activities to the extent allowable by law, provided that:

i. This MOU does not alter or diminish the right of USACE to raise any defenses available under law, including sovereign immunity, in the case of any third party claims, whether in an administrative or a judicial proceeding; and

ii. Nothing in this agreement shall be interpreted to require any obligation or

payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341);

o. Upon completion of FUSRAP activities, shall provide a copy of surveys, findings, decision documents, and access agreements for property not owned by the government, as well as close out documents, to DOE for the historical record. This includes all sites determined eligible, whether or not any response action was taken.

D. FUSRAP ELIGIBILITY (NEW SITES).

1. DOE:

a. Shall perform historical research and provide a FUSRAP eligibility determination, with historical references, as to whether a site was used for activities which supported the Nation's early atomic energy program;

b. Shall provide USACE with the determination, a description of the type of processes involved in the historical activities at the site, the geographic boundaries of those activities. (as reflected by documentation available to DOE), and the potential radioactive and/or chemical contaminants at the site; and

c. Shall maintain records of determination of eligibility and other files, documents and records associated with the site.

2. USACE:

a. Upon receipt of DOE's determination and its description of the type of processes involved in the historical activities at the site and potential radioactive and/or chemical contaminants, shall conduct necessary field surveys and prepare a preliminary assessment in accordance with CERCLA and the NCP;

b. Shall determine the extent of FUSRAP-related contamination at the eligible site, at vicinity properties, and at other locations where contamination originated from the eligible site;

c. Shall determine if the contamination is a threat to human health or the environment;

d. Shall consult with DOE if USACE surveys, investigations, and data analyses are inconsistent with the DOE description of the potential radioactive and/or chemical contaminants and processes involved in the historical activities at the site;

e. Shall determine the extent to which response action under CERCLA is required to address FUSRAP-related contamination at the site; and

f. Upon completion of FUSRAP activities, shall provide a copy of surveys, findings, decision documents, and access agreements for property not owned by the government, as well as close out documents, to DOE for the historical record. This includes all sites determined eligible, whether or not any response action was taken.

ARTICLE IV – FURTHER ASSISTANCE

DOE and USACE shall provide such information, execute and deliver any agreements, instruments and documents, and take such other actions, to include DOE assistance with technical and waste disposal matters, as may be reasonably necessary or required, which are not inconsistent with the provisions of this MOU, in order to give full effect to this MOU and to carry out its intent.

ARTICLE V - DISPUTE RESOLUTION

A. Every effort will be made to resolve issues between USACE and DOE by the staff directly involved in the activities at issue, through consultation and communication or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. If a mutually acceptable resolution cannot be reached, the dispute will be elevated to successively higher levels of management up to, and including, the Secretary of Defense and the Secretary of Energy.

B. In the event such measures fail to resolve the dispute, the parties shall refer the matter to the Office of Management and Budget (OMB) for resolution, unless the dispute involves questions of law, which shall be referred to the Office of Legal Counsel of the Department of Justice pursuant to Executive Order 12146.

ARTICLE VI - AMENDMENT AND TERMINATION


ARTICLE VI - AMENDMENT AND TERMINATION

This MOU may be modified or amended in writing by the mutual agreement of the parties. Either party may terminate the MOU by providing written notice to the other party. The termination shall be effective sixty (60) days following notice, unless a later date is agreed to by the parties.

ARTICLE VII - EFFECTIVE DATE

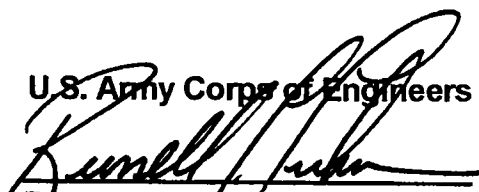
This MOU shall become effective when signed by authorized officials of DOE and USACE.

U.S. Department of Energy


James M. Owendoff
Acting Assistant Secretary
For Environmental Management

Date: 3/17/99

U.S. Army Corps of Engineers


Russell L. Fuhrman
Major General, U.S. Army
Director of Civil Works

Date: 16 Mar 99

Attachments:

- A. List of Completed Sites
- B. List of Active Sites

**Attachment A
Completed FUSRAP Sites**

<u>Site Name</u>	<u>City and State</u>
Kellex/Pierpont	Jersey City, New Jersey
Acid/Pueblo Canyon	Los Alamos, New Mexico
Bayo Canyon	Los Alamos, New Mexico
University of California	Berkley, California
Chupadera Mesa	White Sands Missile Range, New Mexico
Middlesex Municipal Landfill	Middlesex, New Jersey
Niagara Falls Storage Site	
Vicinity Properties	Lewiston, New York
University of Chicago	Chicago, Illinois
National Guard Armory	Chicago, Illinois
Albany Research Center	Albany, Oregon
Elza Gate	Oak Ridge, Tennessee
Seymour Specialty Wire	Seymour, Connecticut
Baker & Williams Warehouses	New York, New York
Granite City Steel	Granite City, Illinois
Aliquippa Forge	Aliquippa, Pennsylvania
C.H. Schnoor	Springdale, Pennsylvania
Alba Craft Laboratory	Oxford, Ohio
HHM Safe Company	Hamilton, Ohio
Associate Aircraft	Fairfield, Ohio
B & T Metals	Columbus, Ohio
Baker Brothers	Toledo, Ohio
General Motors	Adrian, Michigan
Chapman Valve	Indian Orchard, Massachusetts
Ventron	Beverly, Massachusetts
New Brunswick Laboratory	New Brunswick, New Jersey

Attachment B
Active FUSRAP Sites

<u>Site Name</u>	<u>City and State</u>
Latty Ave. Properties	Hazelwood, Missouri
St. Louis Airport	St. Louis, Missouri
Vicinity Properties	Hazelwood & Berkley, Missouri
St. Louis Downtown Site	St. Louis, Missouri
DuPont	Deepwater, New Jersey
Maywood	Maywood, New Jersey
Wayne	Wayne, New Jersey
Middlesex Sampling Plant	Middlesex, New Jersey
Ashland 1	Tonawanda, New York
Ashland 2	Tonawanda, New York
Seaway Industrial Park	Tonawanda, New York
Linde Air Products	Tonawanda, New York
Niagara Falls Storage Site	Lewiston, New York
Colonie	Colonie, New York
Bliss & Laughlin Steel	Buffalo, New York
Luckey	Luckey, Ohio
Painesville	Painesville, Ohio
CE Site	Windsor, Connecticut
Madison	Madison, Illinois
Shpack Landfill	Norton, Massachusetts
W.R. Grace	Curtis Bay, Maryland

Mackenzie

**Department of Energy**

Washington, DC 20585

April 8, 2002

Brigadier General Robert H. Griffin
Director of Civil Works
U.S. Army Corps of Engineers
Department of the Army
Washington, D.C. 20314-1000

Dear General Griffin:

This is in response to your December 4, 2001, letter concerning procedures to be followed to meet our respective responsibilities under the Memorandum of Understanding (MOU) signed by the Department of Energy (DOE) and the U.S. Army Corps of Engineers (USACE) in March 1999. The MOU delineates the responsibilities of DOE and the USACE regarding program administration and execution of the Formerly Utilized Sites Remedial Action Program (FUSRAP). This letter summarizes the position of the Department regarding certain procedures that we propose to be followed regarding the addition of new sites to FUSRAP and the transfer of completed sites for long-term stewardship.

1. Addition of New Sites to FUSRAP:

The Department will evaluate the eligibility of sites for possible inclusion as new sites in FUSRAP against the criteria in the FUSRAP Summary Protocol-Identification-Characterization-Designation-Remedial Action-Certification dated January 1986. This summary protocol is referenced and summarized in the DOE FUSRAP Management Requirements and Policies Manual dated May 5, 1997. Any site identified as a potential new site for FUSRAP will be referred to the USACE for further evaluation.

My staff will continue their practice of immediately notifying your staff of any inquiry that would result in an eligibility review. Typically, an eligibility review is undertaken based on several inquiries or new pieces of information regarding a site, rather than a single specific request. To ensure that the USACE is aware of inquiries into sites that are being considered for eligibility for inclusion in FUSRAP, it has been my staff's practice for the past year to meet monthly with your staff and discuss FUSRAP activities. A portion of these meetings has been, and will continue to be, devoted to a discussion of any inquiries DOE or the USACE has received regarding FUSRAP.



2. Transfer of Completed Sites:

For privately owned FUSRAP sites where the long-term stewardship responsibility will be limited to record keeping, we support the three step transfer process outlined in your December 4 letter. For the number of sites that are currently Federally-owned, DOE would like to continue to work together with USACE at the staff level to facilitate the transfer of title to those properties to private or local government ownership, or to transfer the real property interests to other Federal agencies, as appropriate. Our two agencies have successfully coordinated the transfer of the New Brunswick FUSRAP site and the same procedure may be applicable for the remaining Federally-owned FUSRAP sites.

In addition, we will arrange a meeting so that our staffs have an opportunity to further discuss the 1999 MOU between our two agencies. I have designated Mr. James Owendoff, Deputy Assistant Secretary for Science and Technology as my representative for this effort.

If you have any further questions, please contact me at (202) 586-7710, or contact Jim Owendoff at (202) 586-6832.

Sincerely,



Jessie Hill Roberson
Assistant Secretary for
Environmental Management



DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

DEC --4 2001

Programs Management Division
Directorate of Civil Works

Jessie Roberson
Assistant Secretary for Environmental Management
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585

Dear Ms. Roberson:

The Memorandum of Understanding (MOU), signed by the Department of Energy (DOE) and the U.S. Army Corps of Engineers in March 1999, defines the roles and responsibilities of both agencies in the management and execution of the Formerly Utilized Sites Remedial Action Program (FUSRAP). It also establishes a framework for the execution of FUSRAP. It does not specify the procedures that each agency shall follow to meet its responsibilities. The Corps and DOE have identified two areas where agreement on the procedures to be followed is needed in order to address issues currently facing both agencies. These two areas are the addition of new sites to FUSRAP and the transfer of completed sites to long term stewardship. This letter summarizes the understandings regarding procedures in these two areas that the Corps has reached with your staff.

Addition of new sites to FUSRAP. Corps authority for the cleanup of radiologically contaminated sites is limited to the authorities provided under the Energy and Water Development Appropriations Acts, 1998, 1999 and 2000 for the Corps to serve as the lead agency for the cleanup of FUSRAP sites under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA). In addition, we do not believe Congress intended to increase the scope of FUSRAP to include sites that did not meet DOE criteria when it transferred responsibility for the administration and execution of FUSRAP to the Corps. Accordingly, we request that DOE evaluate potential new sites against the criteria in the DOE FUSRAP Management Requirements and Policies Manual (MRPM), dated May 5, 1997, and refer to the Corps for evaluation only sites meeting the DOE eligibility criteria.

Generally speaking, these are sites where there is a potential for radiological contamination (i.e., releases of radioactive material into the environment in amounts unacceptable when measured against federal or state standards, permits or licenses) and where DOE has liability for radiological contamination through predecessor operations in support of the Manhattan Project or early Atomic Energy Commission activities. Sites where remaining radioactive material is not due to DOE predecessor operations in support of the Manhattan Project or early Atomic Energy Commission activities, or where another

governmental organization is responsible for the radiological material (as would be the case if the material were subject to a Nuclear Regulatory Commission (NRC) license), or where the material is being addressed under another remedial action program are not eligible.

We also request that DOE coordinate its new site designation activities with the Corps to ensure that there is a smooth transition with minimal duplication of effort or lost time. Specifically DOE would notify the Corps as soon as an event occurs, a letter of inquiry for example, that could result in an eligibility review and a referral to the Corps, and provide the Corps with copies of all documentation and historical records pertinent to its eligibility determination at the earliest opportunity.

Transfer of completed sites. In accordance with the general process in the MOU, the Corps will employ a three-step process for transfer of completed sites, beginning when the Record of Decision (ROD) is signed. The Corps will provide DOE with a copy of the ROD, a separate general description of the site and remedial action goals, estimated remedial action schedule, and anticipated land use controls and operations and maintenance requirements.

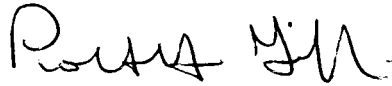
The second step will occur after the site closure report is complete and a declaration of completed action has been signed. At that time, in addition to a copy of the site closure report and declaration, the Corps will provide DOE with letters from regulators acknowledging that remedial action goals have been met, as well as operations and maintenance, and land use control implementation plans, as required and available. The Corps will also advise DOE of the dates when short-term maintenance starts and ends and provide an estimate of annual out-year cost requirement, and general description of the remedial goals and any restrictions remaining on the property.

The third step will occur when the Corps has completed all remedial activities at the site and ninety days before the end of the two-year short-term operations and maintenance for which the Corps is responsible. At that time the Corps will notify DOE of the effective date of transfer to DOE for long-term operations and maintenance. Accompanying this notification will be a complete copy of the administrative record, the operations and maintenance plans and the actual costs of operations and maintenance for the first two years, and a description of the long-term actions required by DOE.

In addition the Corps will provide DOE with informational copies of draft site specific land use controls and implementation plans being coordinated with regulators and other stakeholders, and keep DOE informed of changes in completion schedules and other events/issues that might impact DOE's future responsibilities at a site. Corps regional FUSRAP program managers have been encouraged to invite DOE to participate in public meetings, especially at sites that will require significant long-term operation and maintenance activities, and/or the maintenance of land use controls.

If the procedures described above are acceptable to the DOE, please notify me in writing. Once in place, these procedures will facilitate each agency's meeting its continuing FUSRAP responsibilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert H. Griffin". The signature is written in a cursive style with a large initial "R" and "G".

Robert H. Griffin
Brigadier General, U.S. Army
Director of Civil Works