

4D103

000016762

CORRES CONTROL
OUTGOING LTR NO

EG&G ROCKY FLATS

93 RF 0222

EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966 7000

DIST	LTR	ENC
BENJAMIN A		
BERMAN, H S		
BRANCH, D B		
CARNIVAL, G J		
COPP, R D		
DAVIS, J G		
FERRERA, D W		
HANNI, B J		
HARMAN, L K		
HEALY, T J		
HILBIG, J G		
IDEKER, E H		
KERSH, J M		
KIRBY, W A		
KUESTER, A W		
LEE, E M		
MANN, H P		
MARX, G E		
MCDONALD, M M		
MCKENNA, F G		
MONTROSE, J K		
MORGAN, R V		
POTTER, G L		
PIZZUTO, V M		
RILEY, J H		
SANDLIN, N B		
SHEPHERD, B I		
STEWART, D L		
SULLIVAN, M T		
SWANSON, F R		
WILKINSON, R B		
WILSON, J M		
ZANE, J O		
Benedetti, R L	X	
William, M	X	
Windy, M S	X	
CORRES CONTROL	X	X
Admin. Rec.	X	
FPM Track		

January 6, 1993

93-RF-0222

Robert M Nelson, Jr
Manager
DOE, RFO

Attn S Schiesswohl

TRANSFER OF OFFSITE ACCESS PERMITS FOR OU 3 REMEDIAL INVESTIGATION FIELD WORK-
RLB-004-93

Attached are access permits obtained for the Operable Unit No 3 (OU 3) offsite Remedial investigation (RI) field work. As OU 3 field work progresses and involved landowners are identified, more permits will be transferred to your office for signature and archiving. Two original copies of each owner's permit are attached, one signed original should be returned to Michael Guillaume of my staff for return to the landowner.

Under Part 39 of the Interagency Agreement (IAG), the Department of Energy (DOE) is required to provide a copy of the signed agreements to EPA and CDH. After obtaining all access agreements for the OU Remedial investigation, a copy of each permit will be provided to the regulatory agencies.

Permits for the following landowners are attached:

- | | |
|---------------------------------------|---|
| Broomfield 400 Partnership | Farmers Highline Canal and Reservoir Co |
| - Farmers Reservoir and Irrigation Co | Jeffco Airpark Associates |
| James Lastoka | Lutheran Medical Center |
| Perry S McKay | Patridge Leyden Inc |
| Sandor and Agnes Toth | Walnut Creek and Associates |
| - Brian and Teresa Zehnder | |

If you have any questions regarding these permits, please call M Guillaume of Remediation Project Management at 966-8557

R L Benedetti
Associate General Manager
Environmental Restoration Management

MG dmf

Orig and 1 cc - R M Nelson, Jr

Attachments
As Stated

cc
R H Birk - DOE, RFO

CLASSIFICATION

UCNI	
UNCLASSIFIED	
CONFIDENTIAL	
SECRET	

AUTHORIZED CLASSIFIER
SIGNATURE
CURRENT CLASSIFICATION
VIEW WAIVER PER
CLASSIFICATION OFFICE

IN REPLY TO RFP CC NO

OPTION ITEM STATUS
 OPEN CLOSED
 PARTIAL

TR APPROVALS
S B 1/13/93
ORIG & TYPIST INITIALS
MG/dmf

ADMIN RECORDED
SW-A-003533

12 RF 13519

EG&G ROCKY FLATS

EG&G ROCKY FLATS, INC
ROCKY FLATS PLANT, P O BOX 464, GOLDEN, COLORADO 80402-0464 • (303) 966-7000

November 13, 1992

92-RF-13519

Sandor and Agnes Toth
12755 West 82nd Avenue
Arvada, CO 80005

USE AGREEMENT FOR OFFSITE SAMPLING - MG-056-92

Dear Sandor and Agnes:

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit No 3 (OU 3). This letter contains a request for access with enclosures that describes general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise.

Please review the enclosed Use Agreement. Modifications to this agreement can be made to address specific concerns. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files. If you should have further questions, please feel free to call me at 966-8557.

Sincerely,



M. Guillaume, OU 3 Manager
EM/Remediation Programs Division

jmf

Enclosures
As Stated

x.
Administrative Record

DIST	LTR	ENC
BENJAMIN A		
BERMAN H S		
BRANCH D B		
CARNIVAL G J		
COPP R D		
DAVIS J G		
EVERED J E		
FERRERA D W		
GOODWIN R		
HANNI B J		
HARMAN L K		
HEALY T J		
HILBIG J G		
DEKER E H		
KERSH J M		
KIRBY W A		
QUESTER A W		
KRIEG D		
LEE E M		
MAJESTIC J R		
MARX G F		
MCDONALD M M		
MORGAN R V		
POTTER G L		
PIZZUTO V M		
SANDLIN N B		
SCHLEIFER B I		
SULLIVAN M T		
SWANSON E R		
TALLMAN K G		
WIEBE J S		
WILKINSON R B		
WILSON J M		
ZANE J O		
Guillaume M X		
Judy M S X		
Jordan M B X		

CORRES CONTROL x x
Admin. Rec. X

CLASSIFICATION	
UCNI	
UNCLASSIFIED	
CONFIDENTIAL	
SECRET	

AUTHORIZED CLASSIFIER
SIGNATURE
DOCUMENT CLASSIFICATION
VIEW WAIVER PER
CLASSIFICATION OFFICE
DATE

IN REPLY TO RFP CC NO

ACTION ITEM STATUS
 OPEN CLOSED
 PARTIAL

LTR APPROVALS
158 MSB
ORIG & TYPIST INITIALS
MG/dmf

Signed
Copy

Use Agreement No
U S Department of Energy
Interagency Agreement
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and Sandor and Agnes Toth (hereinafter referred to as the "Grantor"),

WITNESSETH THAT

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991 and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A,

NOW THEREFORE, it is agreed that.

- 1 The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B; PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors.

- 2 The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds
- 3 The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer; and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement
- 4 The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for six months unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

Use Agreement No

- 5 Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement.

The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor

6. The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927 401/Department of Energy Acquisition Regulation (DEAR)
- 7 DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances
- 8 If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement Such consent shall be evidenced by their signatures in the space provided on the signature page

Use Agreement No

In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts

GRANTOR

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By *Gander Foth*
Hegner Tott

By *Steven R Schiesswohl*

Steven R Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P O Box 928
Golden, Colorado
80402-0928

Date: 12/7/92

Date: 3/2/93

Concurred by EG&G Rocky Flats, Inc
DOE Contractor, contract number
DE-AC04-90DP62349

By *V. Sandlett*

Title ACM ERM

Date 1-8-93

Consented to
Names

Interest

Signature

Exhibit A: Map
NE 1/4 of SW 1/4 of Section 29
T.2S. R.69W.
Sampling Location: PT 15592
Owner: Sandor & Agnes Toth

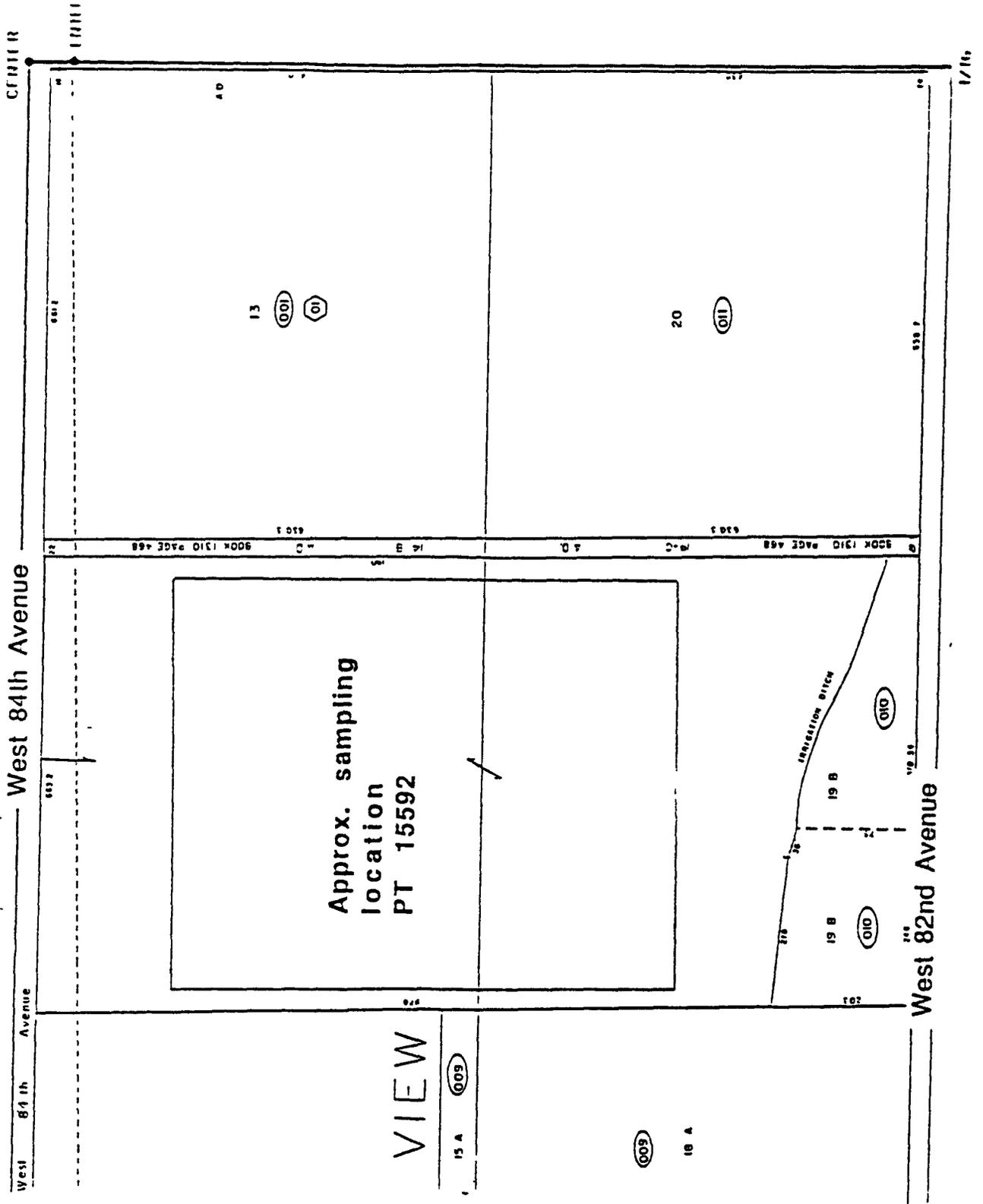


EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS - SANDOR & AGNES TOTH

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health (CDH).

OU 3 sampling activities began in April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of sampling activities. Sample locations will be surveyed prior to the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on the Toth property involve collection of soil data. The collection of surface soil samples involves removing one quarter to one half inch of surface soil from a 3 X 3 inch square in 25 locations within a ten acre plot. The ten acre plot locations are shown on the Exhibit A map.

Sandor and Agnes Toth
12755 West 82nd Ave
Arvada, CO 80005

424-1787

13519

Dear Sandor and Agnes

MG-056-92

As discussed in our telephone conversation, I am requesting a Use Agreement on behalf of EG&G-Environmental Management to support the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), RCRA Facility Investigation/Remedial Investigation (RFI/RI) for Operable Unit 3 (OU 3). This letter contains a request for access with enclosures that describe general information on the sampling activities, maps showing proposed sampling locations, and a Use Agreement for signature. The planned field sampling activities are described in the OU 3 RFI/RI Work Plan. This document has been reviewed and approved by the Environmental Protection Agency and the Colorado Department of Health.

I will be happy to meet with you to discuss the OU 3 sampling plan and our request for access, if questions should arise.

Please review the enclosed Use Agreement. Modifications to this agreement can be made to address specific concerns. Please sign and return both duplicate originals to me. Following signatures from DOE and EG&G officials, I will return one copy for your files. If you should have further questions, please feel free to call me at 966-4291.

M Guillaume, OU 3 Manager
Remediation Programs Division

cc
Administrative Record

- 11/12 - called - sandor said ok
- sent agreements 11/17

12/1 - sandor called with questions
HE will send agreement back

Exhibit A: Map
 NE 1/4 of SW 1/4 of Section 29
 T 2S. R. 69W.
 Sampling Location: PT 15592
 Owner: Sandor & Agnes Toth

