



U.S. Department of Energy

Grand Junction Office
2597 B³/₄ Road
Grand Junction, CO 81503

DEC 19 2001

Mr. Melvin Leach, Branch Chief
Fuel Cycle Licensing Branch
Division of Fuel Cycle Safety and Safeguards
U.S. Nuclear Regulatory Commission
Mail Stop T8433
Washington, D.C. 20555-0001

Subject: Request for Concurrence of Cooperative Agreement

Reference: Cooperative Agreement DE-FC13-01GJ79492

Dear Mr. Leach:

Enclosed is a single complete copy of the referenced cooperative agreement plus six original signature pages. This cooperative agreement is for the UMTRA Ground Water Compliance Project at the City of Rifle and the County of Garfield, political subdivisions of the State of Colorado. The project description is contained in Part B, starting on page 24. Please indicate your concurrence of this project by signing all seven-signature pages (page 23) and returning the six individual signature pages to me. You may retain the single complete copy for your records.

If you have any questions, please contact me at (970) 248-6043.

Sincerely,

A handwritten signature in cursive script that reads "Eben Greybourne".

Eben Greybourne
Contracting Officer

Enclosure (7)

cc w/enclosure:
D. Metzler, DOE-GJO
GWRFL5.2 (DOE)

UMS508
WM-62

DRAFT
U.S. DEPARTMENT OF ENERGY
NOTICE OF FINANCIAL ASSISTANCE AWARD

Under the authority of Public Law 95-91, Department of Energy Organization Act and subject to legislation, regulations and policies applicable to *(cite legislative program title)*: Public Law 95-604, Uranium Mill Tailings Radiation control Act of 1978.

1. PROJECT TITLE Ground Water Compliance Project Uranium Mill Tailings Remedial Action Rifle, Colorado			2. INSTRUMENT TYPE <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT																																												
3. RECIPIENT (Name, address, Zip code, telephone no.) City of Rifle and County of Garfield as Political Subdivisions of The State of Colorado City Hall, 202 Railroad Ave. 109 8th Street Rifle, CO 81650 Glenwood springs, CO 81601			4. INSTRUMENT NO. DE-FC13-01GJ79492		5. AMENDMENT NO. A000																																										
8. RECIPIENT PROJECT DIRECTOR (Name and telephone no.) Selby Myers, Rifle City Manager 970/625-6236 Ed Green, Garfield County Commissioner 970/945-5004			6. BUDGET PERIOD FROM: 28 Sep 2001 THRU: 27 Sep 2101		7. PROJECT PERIOD FROM: 28 Sep 2001 THRU: 27 Sep 2101																																										
9. RECIPIENT BUSINESS OFFICER (Name and telephone no.)			10. TYPE OF AWARD <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CONTINUATION <input type="checkbox"/> RENEWAL <input type="checkbox"/> REVISION <input type="checkbox"/> SUPPLEMENT																																												
11. DOE PROJECT OFFICER (Name, address, Zip code, telephone no.) Don Metzler, Project Manager (970) 248-7612 U. S. Department of Energy Grand Junction Office 2597 B 3/4 Road Grand Junction, CO 81503			12. ADMINISTERED FOR DOE BY (Name, address, Zip code, phone no.) Eben Greybourne, Contracting Officer (970) 248-6043 U. S. Department of Energy Grand Junction Office 2597 B 3/4 Road Grand Junction, CO 81503																																												
13. RECIPIENT TYPE <input checked="" type="checkbox"/> STATE GOV'T <input type="checkbox"/> INDIAN TRIBAL GOV'T <input type="checkbox"/> HOSPITAL <input type="checkbox"/> FOR PROFIT ORG. <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LOCAL GOV'T <input type="checkbox"/> INST. OF HIGHER LEARNING <input type="checkbox"/> OTHER NONPROFIT ORG. <input type="checkbox"/> C <input type="checkbox"/> P <input type="checkbox"/> SP <input type="checkbox"/> OTHER (Specify):																																															
14. ACCOUNTING AND APPROPRIATIONS DATA <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">a. Appropriation Symbol</td> <td style="width: 25%;">b. B & R Number</td> <td style="width: 25%;">c. FT/AFP/OC</td> <td style="width: 25%;">d. CFA Number</td> </tr> <tr> <td>81X9250</td> <td>EX05A102A</td> <td>YN / GJ / 410</td> <td>07607829</td> </tr> </table>				a. Appropriation Symbol	b. B & R Number	c. FT/AFP/OC	d. CFA Number	81X9250	EX05A102A	YN / GJ / 410	07607829	15. EMPLOYER ID NO. 84-0644739																																			
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17. TOTAL ESTIMATED COST OF PROJECT: \$2,333,333 <i>(This is the current estimated cost of the project. It is not a promise to award nor an authorization to expend funds in this amount.)</i>																																															
18. AWARD/AGREEMENT TERMS AND CONDITIONS This award/agreement consists of this form plus the following: a. Special terms and conditions. b. Applicable program regulations (specify): UMTRCA P. L. 95-604, as amended (Date) 1978 c. DOE Financial Assistance Rules, 10 CFR Part 600, as amended. d. Application/proposal dated 6/19/2000 <input checked="" type="checkbox"/> as submitted <input type="checkbox"/> with changes as negotiated																																															
19. REMARKS This Cooperative Agreement is initiated to provide a clean source of domestic water in the area affected by mill site contamination in the City of Rifle and the County of Garfield, Colorado.																																															
20. EVIDENCE OF RECIPIENT ACCEPTANCE <div style="text-align: center; font-size: 1.2em; font-weight: bold;">SEE PAGE 23</div> <hr/> <i>(Signature of Authorized Recipient Official)</i> <i>(Date)</i> Name (Typewritten): Title (Typewritten):			21. AWARDED BY <div style="text-align: center; font-size: 1.2em; font-weight: bold;">SEE PAGE 23</div> <hr/> <i>(Signature)</i> <i>(Date)</i> Name (Typewritten): Eben Greybourne Title (Typewritten): Contracting Officer Grand Junction Office Grand Junction, CO																																												

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PART A
SCHEDULED ARTICLES

SCHEDULED ARTICLES

ARTICLE I – TERMS, CONDITIONS, AND APPLICABLE RULES

This award will be governed by the following:

- A. 10 Code of Federal Regulations (CFR) Part 600, Department of Energy (DOE) Financial Assistance Rules:
Subpart A – General
Subpart C – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
(Should there be any conflict between Subparts A and C, Subpart C shall prevail)
Appendix A to 10 CFR Part 600 – General Applicable Requirements
- B. DOE orders applicable to this award include the following:
DOE Order 1332.2 – “Uniform Reporting System for Federal Assistance” (Grants and Cooperative Agreements), October 31, 1983
- C. Applicable Office of Management and Budget (OMB) Circulars:
OMB Circular A-87, dated May 4, 1995 and further amended August 29, 1997, Cost Principles for State, Local and Indian Tribal Governments. Cost principles applicable to grants, contracts, and other agreements with state and local governments. These cost principles shall also apply to grants to Indian tribal governments and to foreign governments to the extent appropriate.
OMB Circular A-102, dated October 7, 1994 and further amended August 29, 1997, Grants and Cooperative Agreements with State and Local Governments. Policies and requirements for federal agencies involved in administering grants and cooperative agreements with state, local, and Indian tribal governments.
- D. Uranium Mill Tailings Radiation Control Act of 1978 (UMTRCA), Public Law 95-604, as amended, codified at 42 U.S.C. Section 7901, et. seq., and extended by Public Law 104-259.
- E. Applicable Appropriation Bills. This agreement is strictly contingent on the availability of funds appropriated by the United States Congress and the State of Colorado.

ARTICLE II – DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

1. “Administrator” means the Administrator of the United States Environmental Protection Agency (EPA) or any duly authorized representative thereof.
2. “Act” means the Uranium Mill Tailings Radiation Control Act of 1978 (UMTRCA), Public Law 95-604, as amended, codified at 42 U.S.C. Section 7901, et. seq., and extended by Public Law 104-259.
3. “Administrative requirements” means those matters common to financial assistance in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from programmatic requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

4. "Advance," means a payment made by Treasury check or other appropriate payment mechanism to the City or County upon its request either before outlays are made by the City or County or through the use of predetermined payment schedules.
5. "Application," means a written request for financial assistance.
6. "Approved budget," means a budget and any revision thereto which the DOE Contracting Officer for carrying out the purposes of a project has approved.
7. "Award," means the written document executed by a DOE Contracting Officer, after an application is approved, which contains the terms and conditions for providing financial assistance to the City of Rifle or County of Garfield.
8. "Baseline risk assessment," means *Baseline Risk Assessment of Ground Water Contamination at the Uranium Mill Tailings Sites Near Rifle, Colorado*, DOE/AL/62350-179, Rev. 2, U.S. Department of Energy, Albuquerque, New Mexico, February, 1996. This document assesses whether the ground water plume at a mill site and vicinity site(s) have the potential to adversely affect public health or the environment.
9. "Budget period," means the interval of time, specified in the award, into which a project is divided for budgeting and funding purposes.
10. "City of Rifle" or "City" means the City of Rifle, Colorado or the duly authorized representative of the City of Rifle, Colorado, a political subdivision of the State of Colorado.
11. "Commission," means the United States Nuclear Regulatory Commission or any duly authorized representative thereof.
12. "Contracting Officer," means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
13. "Cooperative Agreement," or "Agreement," means a financial assistance instrument used by DOE to transfer money or property when the principal purpose of the transaction is accomplishment of a public purpose of support or stimulation authorized by federal statute and substantial involvement is anticipated between DOE and the State of Colorado, the City of Rifle, and the County of Garfield during performance of the contemplated activity. For purposes of Part A, the term "Cooperative Agreement" does not include nonfinancial assistance.
14. "Cost sharing," means the share of allowable project costs required to be contributed by DOE or the State. Depending on the source and nature of the requirement, terms such as matching and cost participation may also be used to denote cost sharing.
15. "County," means the Board of County Commissioners of the County of Garfield or the duly authorized representative of the County of Garfield, Colorado, a political subdivision of the State of Colorado.
16. "Department," "Department of Energy," or "DOE," means the United States Department of Energy or its duly authorized representative.
17. "Disposal Site" NOT APPLICABLE
18. "Environmental document," means a written public document, such as an environmental assessment or environmental impact statement, which contains an environmental analysis of the preferred remedial action and all reasonable alternatives, and which is prepared in such format and in accordance with such procedures as prescribed by the National Environmental Policy Act (NEPA) Regulations, 40 CFR

Parts 1500-1508, and the DOE's NEPA Implementing Procedures, 40 CFR Part 1021. The environmental assessment for the New Rifle site outlines the need for the water line extension and the requirement for institutional controls to encompass the plume boundary. Environmental documents pertinent to activities under this agreement are as follows:

Final Environmental Impact Statement for Remedial Actions at the Former Union Carbide Uranium Mill Sites, Rifle, Garfield County, Colorado, DOE/EIS-0132-F, prepared by the U.S. Department of Energy, UMTRA Project Office, Albuquerque Operations Office, Albuquerque, New Mexico, March, 1990.

Technical Approach to Groundwater Restoration, Final, DOE/AL/62350-20F, prepared by the U.S. Department of Energy, UMTRA Project Office, Albuquerque Operations Office, Albuquerque, New Mexico, November, 1993.

Final Programmatic Environmental Impact Statement for the Uranium Mill Tailings Remedial Action Ground Water Project, DOE/EIS-0198, prepared by the U.S. Department of Energy, UMTRA Project Office, Albuquerque Operations Office, Albuquerque, New Mexico, October, 1996.

Baseline Risk Assessment of Ground Water Contamination at the Uranium Mill Tailings Sites Near Rifle, Colorado, DOE/AL/62350-179, Rev. 2, U.S. Department of Energy, Albuquerque, New Mexico, February, 1996.

UMTRA Ground Water Project Supplemental Water Sampling and Analysis Plan for All UMTRA Sites, U.S. Department of Energy, UMTRA Project Office, Albuquerque, New Mexico, 1996.

Management Plan for Field-Generated Investigation Derived Waste, MACTEC-ERS, GWADM 21.1, prepared by MACTEC-ERS for U.S. Department of Energy Grand Junction Office, Grand Junction, Colorado, May, 1997.

1998 Section 404 Monitoring Report—New Rifle Wetland, GJO-98-67-TAR, U.S. Department of Energy Grand Junction Office, Grand Junction, Colorado, October, 1998.

Final Site Observational Work Plan for the UMTRA Project New Rifle Site, GJO-99-112-TAR, Rev. 1, U.S. Department of Energy Grand Junction Office, Grand Junction, Colorado, April, 1999.

Environmental Assessment of Groundwater Compliance at the New Rifle Site, in process, Rev. 1, U.S. Department of Energy Grand Junction Office, Grand Junction, Colorado.

19. "EPA Ground Water Standards," means the Ground Water Standards for Remedial Actions at Inactive Uranium Processing Sites, 60 Fed. Reg. 2854 (January 11, 1995) promulgated by rule of the Administrator at 40 CFR Part 192.
20. "Financial Assistance" means the transfer of money or property to the City of Rifle and County of Garfield to accomplish a public purpose of support or stimulation authorized by Federal Statute.
21. "Full Participation" means an giving advance notice to and entering into open discussion with the City, County and State regarding all planning, characterization, monitoring, and remediation activities (including change orders); or any other actions which require State cost share or may substantially influence future State cost share. Full participation also means that DOE will make every effort to consider and resolve City, County or State comments and concerns prior to commencing any formal action.
22. "Grant" means an award of financial assistance, including cooperative agreements, in the form of money or property in lieu of money by the Federal Government to an eligible grantee. The term does not include technical assistance, which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance or direct appropriations. The term also does not include assistance, such as a fellowship or other lump sum award, for which the grantee is not required to account.

23. "Ground Water Compliance Action," means the actions involving a compliance strategy(s) deemed necessary by DOE, with the full participation of the State of Colorado, to meet the EPA Ground Water Standards in accordance with the PEIS framework and programmatic mission. There are five ground water compliance strategies, any one of which may be utilized for demonstrating compliance at the mill site or vicinity sites: (a) No Further Action Compliance Demonstration; (b) No Further Action Compliance Demonstration after Additional Characterization; (c) Passive Compliance Demonstration (Natural Flushing); (d) Combination Passive and Active Compliance Demonstration; and (e) Active (Engineered) Compliance Demonstration.
24. "Ground Water Compliance Action Plan," means that documentation developed by DOE, with the full participation of the State of Colorado, and with the concurrence of the Commission, which describes the ground water compliance strategy to be utilized at the mill site and vicinity site(s). The documentation may be a modified section of the Surface Remedial Action Plan or it may be a separate Compliance Action Plan.
25. "Ground water plumes," means a defined area of ground water contamination. In this document, the term "ground water plume" means the contaminated ground water beneath a mill site and surrounding area or vicinity property, if applicable, that DOE with full participation by the State of Colorado determines to contain either soluble radioactive or nonradioactive, hazardous constituents, as a direct or indirect result of the uranium milling process.
26. "Ground water project," means those activities taken by DOE and the State of Colorado under this Agreement to comply with the EPA Ground Water Standards in accordance with the PEIS framework and programmatic mission.
27. "Ground water remedial action" means those compliance actions deemed necessary by the DOE with the full participation of the State of Colorado, to meet the EPA Ground Water Standards by utilizing an active (Engineered) Compliance Demonstration. Ground water remedial action activities are cost shared.
28. "Hazardous Constituents" means contaminants that are likely to be in, or reasonably derived from residual radioactive material, or processing activities at the former mill site; that can pose a substantial present or potential hazard to human health and the environment. It is that portion of the waste stream, regulated under 40 CFR 261 or 261.24.
29. "Institutional control," means any one of a number of measures to control the use of contaminated ground water, including a legal use restriction enforceable by the administrative or judicial branches of government, providing an alternate source of water for domestic use, and measures that require the voluntary cooperation of private parties such as health advisories, signs, and admonitions.
30. "Mill site," means the inactive uranium mill tailings sites designated by the Secretary (44 Federal Register 74891) to be processing sites pursuant to Section 102(a) of the Act and which is further described in Part B to this Agreement.
31. "Nuclear Regulatory Commission" or "NRC" means the U.S. Nuclear Regulatory Commission or any duly authorized representative thereof.
32. "Party" or "Parties" means the U.S. Department of Energy, the State of Colorado, the City of Rifle and/or the County of Garfield.
33. "Prior approval," means written documentation evidencing consent prior to incurring specific cost. For DOE, a DOE Contracting Officer must sign this documentation.
34. "Project period," means the total period of time indicated in an award during which DOE expects to provide financial assistance. A project period may consist of one or more budget periods and may be extended by DOE.

35. "Recipient," or "Recipients," means the City of Rifle, Colorado or the County of Garfield, Colorado as specifically referenced herein, as political subdivisions of the State of Colorado. For purposes of clarity, all parties that receive funding will be referred to by name where they appear in this agreement. Each Recipient is financially accountable for its respective use of any DOE funds or property provided for the performance of this project and is legally responsible for carrying out the terms and conditions of the award.
36. "Reimbursement," means a payment by DOE to the City of Rifle or the County of Garfield respectively upon receipt of a request for reimbursement of allowable costs expended and paid by the City or County for this project.
37. "Residual radioactive materials," means: (a) waste at a mill site, which DOE determines to be radioactive, in the form of tailings resulting from the processing of ores for the extraction of uranium and other valuable constituents of the ores; and (b) other waste, which DOE determines to be radioactive, at a mill site, which relates to such processing, including any residual stock of unprocessed ores or low-grade materials.
38. "Roles and Responsibilities" are defined in Section 108(a)(1) of the Uranium Mill Tailings Radiation Control Act (UMTRCA), Public Law 95-604, 42 U.S.C. § 7918(a)(1). The "Act" outlines the roles and responsibilities of the participating states and Indian Tribes in remediating mill tailings within their jurisdictions. The Act requires that "The State of Colorado shall participate fully in the selection and performance of a remedial action for which it pays part of the cost," and that "Such remedial action shall be selected and performed with the concurrence of the Commission and in consultation, as appropriate, with the Indian tribe and the Secretary of the Interior." It is DOE's intention to afford each State or Indian Tribe its full participation and consultation at every level of the decision making process.
39. "Secretary," means the Secretary of the United States Department of Energy or the Secretary's designee.
40. "Site Observational Work Plan," means *Final Site Observational Work Plan for the UMTRA Project New Rifle Site*, GJO-99-112-TAR, Rev. 1, U.S. Department of Energy Grand Junction Office, Grand Junction, Colorado, April, 1999. This document addresses the site ground water conditions and documents how DOE will demonstrate compliance with the EPA Ground Water Standards in accordance with the PEIS framework and programmatic mission for the ground water plumes at the mill site and vicinity site(s). Site Observational Work Plan activities that would normally occur at the mill site and in the vicinity site(s) include, but are not limited to, well drilling and installation, geophysical surveys, geochemical and hydraulic testing, and sampling and analyses to support characterizing the ground water conditions.
41. "State of Colorado" or "State" means the State of Colorado or the duly authorized representative of the State of Colorado.
42. "State Project Director" NOT APPLICABLE
43. "Terms and conditions," means the rights and obligations of the awarding party or sub-recipient set forth in a statute, this part, other rules, or otherwise set forth or incorporated by reference in the award or subaward document.
44. "Uranium Mill Tailings Radiation Control Act" (UMTRCA) or "Act," means the Uranium Mill Tailings Radiation Control Act of 1978, Public Law 95-604, as amended, codified at 42 U.S.C. Sections 7901, et seq., and extended by Public Law 104-259.
45. "Vicinity Properties" NOT APPLICABLE

ARTICLE III – ORDER OF PRECEDENCE

The Special Provisions, (Part C, Section I), take precedence over all other requirements of this Agreement found in regulations, the General Provisions (Part C, Section II), DOE Orders, etc., except requirements of statutory laws.

Any apparent contradiction of statutory law stated herein should be presumed to be in error until the City, County and/or State have sought and received clarification from the DOE Contracting Officer.

Order of Precedence: In the event of inconsistency in this award, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal Laws and Regulations:
- B. Cooperative Agreement DE-FC13-00GJ79492
 - 1. Part C – Special and General Provisions, and 10 CFR 600 Subchapter H – Assistance Regulations, Financial Assistance Rules
 - 2. Part A – Scheduled Articles
 - 3. Part B – Project Management Plan
 - 4. Other provisions of this Agreement, whether incorporated by reference or otherwise.
- C. State and Local Laws and Regulations:

ARTICLE IV – AWARD CONTENTS

This award consists of:

- 1. Notice of Financial Assistance Award (NFAA) - DOE Form 4600.1A (including the City and County joint Application - Standard Form (SF) 424, which is incorporated herein by reference).
- 2. The following parts.
 - A. Part A – Scheduled Articles
 - B. Part B – Project Management Plan (Statement of Work (SOW))
 - C. Part C – Special and General Provisions
 - D. Part D – Budget Information
 - E. Part E – Federal Assistance Reporting Checklist, DOE F 4600.2
 - F. Part F – Appendix I - Forms
 - 1. Assurances
 - 2. Certifications

This award constitutes acceptance of the City of Rifle and County of Garfield's joint application for a Cooperative Agreement by the DOE.

ARTICLE V – STATEMENT OF JOINT OBJECTIVES

Section 103 of the UMTRCA authorizes the Secretary of Energy to enter into cooperative agreements with the State of Colorado to carry out remedial action at the inactive uranium mill site designated by the Secretary under Section 102(a)(1) of the Act. The Secretary designated the inactive uranium mill sites in Colorado, on December 18, 1979 (44 FR 74892), thus making the sites eligible for remedial action. DOE and the State of Colorado carried out surface remediation of the residual radioactive material at the Rifle mill site in Colorado under Cooperative Agreement No. DE-FC04-82AL16257. DOE and the State of Colorado entered into Cooperative Agreement DE-FC13-98GJ179476 to carry out the second phase of remedial action, which was designed to bring the mill site into compliance with the EPA Ground Water Standards, or other applicable standards intended to be protective of human health and the environment.

The Parties hereto are mutually desirous of entering into this Cooperative Agreement to establish institutional controls (ICs) and provide domestic water that meets the State of Colorado drinking water standards for the residents in the affected area. DOE will take the role as lead agency, with full participation being offered to the State, the City, and the County. The Recipients have separate obligations under the Agreement and each Recipient is individually responsible to their respective actions as defined herein. Funding for this Cooperative Agreement is authorized under Section 103 of the UMTRCA, and Section 646 of the Department of Energy Organization Act (Public Law 95-91), as amended.

The primary objective of this agreement is to ensure that current and future residents and users within the established institutional controls boundary have a clean source of domestic water and have reduced exposure to contaminated ground water through an enforceable, overlay zone or ordinance which limits access to the contaminated aquifer.

DOE, the State, the City, and the County recognize that the alluvial ground water beneath and near the New Rifle site is contaminated as a result of former uranium processing activities. The contaminated ground water plume extends approximately 3 miles to the west of the New Rifle site and is not currently safe for drinking water or other domestic purposes.

Applicable regulations require a finding that the ground water in the contaminated plume will naturally attenuate within 100 years. The Parties believe that natural attenuation will occur. The Parties further agree that until the contaminated plume attenuates, ICs are necessary to prevent exposure to the ground water plume. Establishing ICs at the New Rifle site will consist of two components that will protect human health and the environment for the 100-year time frame allowed by regulations for the contaminants in the alluvial aquifer to naturally flush to background, MCLs, or ACLs. For the first component, the City will construct a water line extension and other related improvements necessary to provide service to this area within the ICs boundary to the West Rifle exit of Interstate Highway I-70. See Appendix 2. DOE and the State will provide funding for the extension under this Agreement, thereby satisfying the beneficial use of the ground water.

Administrative controls are the second component of the agreed upon ICs. As a condition precedent to this Cooperative Agreement, the City and County will enact and enforce an administrative control (such as an overlay zone, city ordinance, or county resolution) requiring current and future users to hook up to an approved potable water supply for domestic purposes, thereby ensuring protection from contaminated ground water. To provide a clean domestic water source within the ICs boundary while the water line extension is under construction, DOE will provide reverse osmosis systems or other methods to provide potable water to users on an as-needed basis.

This Cooperative Agreement shall constitute an intergovernmental agreement between the City, the County, and the State of Colorado Department of Public Health and the Environment pursuant to C.R.S. § 25-15-320 for the enforcement of administrative ICs. These administrative controls may be found at City of Rifle Ordinance No. 24, Series of 2001 and County of Garfield Resolution No. _____. Both documents are attached as Appendix 3. Additionally, the DOE may seek injunctive relief to enforce the administrative controls pursuant to C.R.S. § 25-15-320(3) and it elects to do so shall pay its own enforcement costs.

The City or County, as applicable, shall give at least thirty days' notice to DOE and the State of Colorado Department of Public Health and Environment of any proposed changes to these administrative controls. Any amendment to the administrative controls shall incorporate such requirements as the State of Colorado Department of Public Health and Environment may recommend to ensure continued protection of human health and the environment with the ICs boundary, pursuant to Section 25-15-321(3)(b)(III). Provided, however, that such recommendations shall be no more stringent or greater in scope than the environmental use restrictions adopted by the City and County pursuant to this Agreement. See Appendix 3.

The Colorado Department of Public Health and Environment may seek injunctive relief to enforce the administrative controls pursuant to C.R.S. § 25-15-320(3) and if it elects to do so shall pay its own enforcement costs.

For those users within the ICs boundary, but beyond the reach of the water line extension, the County will require and enforce use of reverse osmosis systems to treat contaminated ground water prior to use for domestic purposes.

Reverse osmosis units to serve these users shall be adequately sized to satisfy domestic drinking water needs. DOE will provide funding under this Agreement to serve those users.

ARTICLE VI – PROJECT ACTIVITIES

The project activities for this Agreement are described in Part B, “Project Management Plan,” of this Agreement.

ARTICLE VII – TERM OF AGREEMENT

This Agreement shall be effective upon the signatures of the Parties and concurrence by the Commission and shall continue through the date specified on Page 1, Block 7. Continuation of the project shall be contingent upon approval and execution of continuation awards as specified in Article XI – Continuation Applications. The City and County agree to complete the project within the schedule set forth in Part B – Project Management Plan. The following factors and obligations of the parties will directly impact the term of this agreement.

The ICs are required by 40 CFR 192.12 (2) to be in effect for a term not to exceed 100 years. Once the work outlined in Part B is completed, the City and County have an obligation to maintain and enforce the ICs for the 100-year regulatory period of time or until it is deemed by the Parties to this Agreement that ICs are no longer necessary. The Parties agree to evaluate on request the necessity and the efficiency of existing reverse osmosis systems provided under this agreement, but in no case will that evaluation exceed a period greater than 10 years. The determination to revoke the ICs or to reduce the size of the ICs boundary will be made on the basis of ground water monitoring data demonstrating that DOE’s ground water compliance objectives have been met. Any reduction of the ICs boundary may be shown on a revision to the ICs boundary map included as part of this Agreement.

Should the City and County fail to establish an enforceable administrative control, DOE will have no obligation to provide funding for the project identified in this Agreement. Should DOE fail to fund the project, the City and County would have the opportunity to revoke any ICs enacted for the purpose of establishing enforceable ICs.

Should the City fail to award a contract to construct the water line, or otherwise commence physical construction of the water line within eighteen months (18) from the date of concurrence of this Agreement by the NRC, this agreement is voidable by any Party. Should this occurrence arise, DOE may take steps to terminate this Agreement, in accordance with the Suspension and Termination provisions of this Agreement, and shall have no obligation to provide funding for the project identified in this Agreement. All unexpended funds, paid to the City or County by DOE, shall revert to the DOE, and the City and County shall have no obligation to reimburse DOE for any funds expended pursuant to this Agreement.

Should the City fail to complete the project as specified in Part B after the award of a contract to construct the water line or should the City or County fail to maintain and/or enforce the administrative control, DOE would have the opportunity to demand repayment from the breaching party of those funds expended under the Agreement in excess of the amount required and expended for legal fees (except those associated with any default termination) and engineering design of the project.

Failure of the covenants by any Party to this Agreement will cause failure of the Agreement. DOE recognizes a continuing responsibility to provide a domestic water supply within the ICs boundary that complies with State of Colorado drinking water standards. In the event of failure of this Agreement, DOE will fulfill this obligation by providing reverse osmosis systems to users on an as-needed basis until such time that a safe domestic water supply is available from the City. During the period of water line construction, the County will provide reverse osmosis units for interim users from the funding provided to the County by DOE under this Agreement. DOE will not provide reverse osmosis systems to users east of the West Rifle I-70 Interchange once a safe domestic water supply is available from the City. Property owners in the area served by the water supply who choose not to connect to the water supply when it is made available by the City must install, at their own expense, an acceptable water purification/filtration system to provide water that meets potable standards.

ARTICLE VIII – ADMINISTRATION, EVALUATION, AND APPROVAL

The award, administration, evaluation, and approvals required by this Agreement shall be accomplished at the Grand Junction Office located in Grand Junction, Colorado, by the DOE Contracting Officer or his/her duly authorized representatives.

ARTICLE IX – ACCESS TO DATA, EXPORT CONTROL, AND INTELLECTUAL PROPERTY RIGHTS

- A. Access to Data: All non-proprietary information and data may be made available to the public and to other governmental or non-governmental organizations as DOE determines necessary for the national interest. Proprietary data may be made available as appropriate, under non-disclosure agreements, approved by the DOE Patent Counsel's Office. No data shall be released by the City, County or State until DOE has reviewed it and approved its release.
- B. Export Controlled Information: The DOE is committed to a policy of adherence to all U.S. export control laws and regulations. The export of technical commodities and/or data must be accomplished in accordance with federal export control policies and regulations.
- C. Patents: Patents, data, and copyright issues shall be processed in accordance with 10 CFR 600.27 and 48 CFR Part 927. The specific clauses applicable to the City and/or County are identified in Part C to this Agreement.

ARTICLE X – CHANGES

- A. Changes in the Project Management Plan scope of work may be made from time to time only by express written mutual agreement of the Parties.
- B. The date for completion of the project, the total project estimated cost, and the project objectives may be altered only by formal amendment of the Agreement.
- C. Each Party agrees to use its best efforts to accommodate, in good faith, any change or changes requested by the other Party.
- D. Unresolved disputes shall be settled by the parties in accordance with 10 CFR 600.22 "Disputes and Appeals."

ARTICLE XI – CONTINUATION APPLICATIONS

This article is applicable only if there is more than one budget period or phase for the project. For each budget period or phase the parties shall perform the following functions.

- A. DOE shall initiate the continuation process by doing the following:
 - 1. Prepare an independent government cost estimate.
 - 2. Define the work effort expected from the City and County during the upcoming budget period.
 - 3. Provide the City and County with the work effort definition and written instructions for submitting an application for project continuation. These documents will be sent to the City and County approximately five months prior to the expiration of the current budget period.

- B. The City or County, as applicable, is responsible for responding to the application instructions by doing the following:
1. Submit a continuation application to the DOE Contracting Officer four months prior to expiration of the current budget period or at a time mutually agreeable to the parties. The continuation application shall include (a) a statement of technical progress or status of the City of Rifle or County of Garfield activities on this project to date, (b) a detailed description of the City of Rifle or County of Garfield planned project activities during the coming year, (c) a detailed budget for the upcoming budget period including an estimate of carryover funds, and (d) the following completed or executed forms.
 - a. Standard Form 424, "Application for Federal Assistance"
 - b. DOE Form 1600.5, "DOE Assurance of Compliance, Nondiscrimination in Federally Assisted Programs" (if changed from initial submission)
 - c. A Drug-Free Workplace Requirements Certification (if changed from initial submission)
 - d. A Lobbying Certification (if changed from initial submission)
 - e. A Debarment, Suspension, and Other Responsibility Matters Certification (if changed from initial submission)
 - f. A Determination of Cognizant Federal Agency (if changes occurred since last submission)
 2. Identify any un-expended funds that remain at the end of any funding period and inform the DOE of this amount.
- C. DOE shall review the continuation application for adequacy. The DOE and the City or County shall hold discussions to resolve any technical, administrative, or budget issues and shall agree on a final budget amount for the upcoming budget period. Approval of the continuation application is subject to the following conditions.
1. DOE acceptance of the progress made by the City or County in performing the work and the feasibility of the work proposed by the City or County for the subsequent budget period.
 2. DOE acceptance of the final agreed upon budget amount.
 3. DOE verification that the continuation application will not compete against any other Cooperative Agreement or Grant application.
 4. DOE verification that adequate funds are, or will be, made available for the continuation period.
NOTE: Funding is subject to the availability based on Congressional approval of appropriations.
- D. The DOE shall verify the amount of any unexpended funds remaining at the end of any funding period. If unexpended funds remain, the DOE shall prepare the appropriate documents to either carry unexpended funds over to the subsequent funding period or deobligate the funds, as prescribed in ARTICLE XIII, Paragraph E. DOE shall deobligate unexpended funds that remain at the conclusion of the project.
- E. The DOE shall make all reasonable effort to complete the review and approval process and award the Cooperative Agreement continuation within 90 days of receipt of the City or County's application.

ARTICLE XII — COSTS AND COST LIMITATIONS OF THIS AGREEMENT

A. Total Estimated Cost

The total estimated cost of this project is represented in the following table. The total costs incurred, or to be incurred, by the DOE and by the State of Colorado are represented. NOTE: The estimated amounts have been revised to reflect the actual cost of performance for those budget periods in which work has been completed.

CITY OF RIFLE TOTAL ESTIMATED COST OF PROJECT

	Phase I		Phase II		Grand Total
	Estimate		Estimate		
STATE		STATE			
Water Line	\$ 138,450	Pump House & Pond	\$ *		
		Clear Well Pump Addition	*		
Sunk Planning & Legal	<u>2,150</u>	Water Storage	*		
Subtotal	\$ 140,600	Subtotal	<u>\$ 81,733</u>	\$ 222,333	
DOE		DOE			
Water Line	\$1,246,050	Pump House & Pond	\$ *		
		Raw Water Line	*		
Sunk Planning & Legal	<u>19,350</u>	Clear Well Pump Addition	*		
Subtotal	\$1,265,400	Water Storage	*		
		Subtotal	<u>\$735,600</u>	\$2,001,000	
Total Water Line	\$1,384,500	Total Pump House & Pond	\$ *		
Total Reverse Osmosis System	110,0000	Total Raw Water Line	*		
		Clear Well Pump Addition	*		
Total Sunk Planning & Legal	<u>21,500</u>	Total Sunk Planning & Legal	*		
Phase I Total	\$ 1,516,000	Phase II Total	<u>\$817,333</u>	\$2,223,333	

* These items are not individually priced. Details to be developed and inserted by amendment to this Cooperative Agreement.

COUNTY OF GARFIELD TOTAL ESTIMATED COST OF PROJECT

	Estimate	Grand Total
STATE		
Reverse Osmosis System	\$ 11,000	\$ 11,000
DOE		
Reverse Osmosis System	\$ 99,000	\$ 99,000
Total Reverse Osmosis System	\$110,000	\$110,000

TOTAL ESTIMATED COST OF PROJECT

Phase I		Phase II		Grand
	Estimate		Estimate	Total
STATE		STATE		
City of Rifle Project Costs	\$ 140,600	City of Rifle Project Costs	\$ 81,733	\$222,333
County of Garfield Project Costs	<u>11,000</u>			<u>\$ 11,000</u>
Subtotal	\$ 151,600	Subtotal	<u>\$ 81,733</u>	\$233,333
DOE		DOE		
City of Rifle Project Costs	\$1,265,400	City of Rifle Project Costs	\$735,600	\$2,001,000
City of Rifle Project Costs	<u>99,000</u>			<u>\$ 99,000</u>
Subtotal	\$1,364,400	Subtotal	<u>\$735,600</u>	\$2,100,000
Total City of Rifle	\$1,406,000	Total City of Rifle	\$817,333	\$2,223,333
Total County of Garfield	<u>110,000</u>			<u>\$ 110,000</u>
Phase I Total	\$1,516,000	Phase II Total	<u>\$817,333</u>	\$2,333,333

The City of Rifle project costs include all Phase I costs except the \$110,000 for the Reverse Osmosis System, and all Phase II costs, for a total of \$2,223,333.

The County of Garfield project costs include only the Phase I costs of \$110,000 for the Reverse Osmosis System

B. Establishing Yearly Budgets

Not Used

C. Not Used (See Article XXIV)

D. Cost Sharing

As required by the Act, the State is required to contribute 10 percent of the actual "ground water remedial action" allowable costs in performance of this Agreement. For this Agreement, all costs have been identified as "ground water remedial action" costs. The DOE Contracting Officer will determine the allowability of costs. The attached flow chart provides a graphic representation of the cost sharing activities stipulated by the Act. (Chart B.1 contained in Part B of this Agreement). The State's cost share may include cash or allowable in-kind contributions of services, materials, and/or property, in accordance with 10 CFR 600.224, "Matching or Cost Sharing." The cost share ratios prescribed by the Act and set forth in this Agreement shall apply to the initial estimated cost and to any adjustments to the estimated cost that result from changes in the scope or period of performance of the project. In the event this Agreement is terminated pursuant to 10 CFR 600.25, "Suspension and Termination," and 10 CFR 600.244 "Termination for Convenience," the cost-share ratios of the parties shall apply to the termination settlement.

E. Cost Share Limitation

1. The State shall not be required to pay for allowable costs incurred in excess of ten percent (10%) of the Actual Total Cost of the Ground Water Project set forth in this agreement, as originally stated or as amended. DOE shall use its best efforts to perform its responsibilities under this Agreement within the estimated allowable costs set forth in paragraph A of this article. However, the U.S. Government and DOE do not guarantee the correctness of any such estimate of allowable costs, and there shall be no liability on the part of the U.S. Government or DOE by reason of

errors in the computation of estimates or the difference between such estimates and the actual allowable costs.

2. DOE shall not be required to pay for allowable costs incurred in excess of ninety percent (90%) of the Actual Total Cost of the Ground Water Project set forth in this agreement, as originally stated or as amended. The City and County shall use their best efforts to perform its responsibilities as defined in Part B of this Agreement within the estimated allowable costs set forth in paragraph A of this article. However, the City and County do not guarantee the correctness of any such estimate of allowable costs, and there shall be no liability on the part of the City and County by reason of errors in the computation of estimates or the difference between such estimates and the actual allowable costs.

F. Cost Share if Project Work is Performed by DOE

If this agreement includes a requirement for the DOE to perform work under this project by contracting directly with entities other than the City and County, the DOE will obligate funds in an amount sufficient to pay its contractors or subcontractors. The DOE will subsequently assess the State its share of the cost of such contracts or subcontracts. However, in no event shall the DOE be entitled to assess or require payment by the State for a share of the allowable costs if such costs are incurred by the DOE outside of an agreement budget period.

ARTICLE XIII – FINANCIAL SUPPORT AND THE OBLIGATION OF FUNDS

A. Obligation of Funds:

1. The DOE has obligated funds in the amount(s) shown in the following table to fulfill its cost share obligation under this agreement. The amount shown in the "Total Amount Obligated" column is the maximum amount of funds hereby obligated by the DOE for this Agreement pursuant to 10 CFR 600.20, "Maximum DOE Obligations." DOE shall not be required to pay for allowable costs incurred in excess of the "Total Amount Obligated". Funds are available in accordance with accounting and appropriations data cited on the NFAA in Block 14.
2. The State has obligated or otherwise designated funds in the amount(s) shown in the following table to fulfill its cost share obligation under this agreement. The amount shown in the "Total Amount Obligated" row is the maximum amount of funds hereby obligated or otherwise designated by the State for this Agreement. The State shall not be required to pay for allowable costs incurred in excess of the "Total Amount Obligated".

PROJECT FUNDING

	DOE Proposed Obligation	DOE Actual Obligation	State Proposed Obligation or Contribution	State Actual Obligation or Contribution	
For City	\$2,001,000	\$2,001,000	\$ 222,333	\$ 222,333	
For County	\$ 99,000	\$ 99,000	\$ 11,000	\$ 11,000	
					Total Proposed Funding
Total Amount Proposed	<u>\$2,100,000</u>	+	<u>\$ 233,333</u>	=	\$2,333,333
					Total Actual Funding
Total Amount Obligated	<u>\$2,100,000</u>		+	<u>\$ 233,333</u>	= \$2,333,333

B. Availability of Funding:

1. This Agreement is funded on an allowable cost basis without fee, not-to-exceed the amount awarded as identified on the DOE Form 4600.1, NFAA.
2. Subject to the availability of appropriated funds allocated to this Agreement, DOE shall continue to provide its share of the funding to the City of Rifle and the County of Garfield, respectively, to perform the work and services under this Agreement during the term of the Agreement.
3. Subject to the availability of funds allocated to this Agreement, the State shall continue to provide its share of the funding required to perform the work and services under this Agreement during the term of the Agreement.

NOTE: It is understood that the State will provide the City's and County's share of the funding for performance of this Cooperative Agreement. The State and City, and the State and County shall each respectively agree on the method for transferring State funds to affect project execution.

C. Fee:

No fee shall be paid to any Party under this Agreement.

D. Active Compliance Strategy Impact on Financial Arrangements

NOT APPLICABLE

E. Unexpended Funds

Unexpended DOE funds shall be identified at the end of each budget period. If funds were unexpended because required work was delayed, the funds will be carried forward to cover the cost of the delayed work without reducing funds designated to cover work planned for the new budget period. If, on the other hand, funds remain unexpended because work was cancelled or performed at a lower cost than was estimated, DOE may de-obligate the excess funds or may carry these funds over to the next budget period. In the latter case DOE may use the carried over funds to reduce new funding for the next budget period. This Agreement is, without exception, subject to a refund of unexpended DOE funds to DOE at the end of the project period.

F. Commitment to Provide and Use Funds

The City and County are expected to complete their respective responsibilities, as defined in Part B of this Agreement, within the funds provided for the budget period, or the project period if the project period consists of more than one budget period. The parties agree that the costs contemplated will be sufficient to complete their respective portions of the project on time and within budget. DOE will seek the necessary funds to meet its financial obligations under this agreement, subject to congressional appropriations.

ARTICLE XIV – INTELLECTUAL PROPERTY PROVISIONS

- A. Patent Counsel/Intellectual Property Contact: The point of contact in the event of patent, copyright, or intellectual property issues related to this award is:

Office of Intellectual Property Counsel
U.S. Department of Energy
Idaho Operations Office
850 Energy Drive
Idaho Falls, Idaho 83401
(208) 526-0274

- B. Copyrights: The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
1. The copyright in any work developed under a Cooperative Agreement, sub-agreement, grant, subgrant, or contract under a Cooperative Agreement, grant, or subgrant; and
 2. Any rights of copyright to which the City, County, or sub-recipient of the City or County purchases ownership with Cooperative Agreement or grant support.
- C. Subawards and Contracts Under the Award or Subawards: The City and County shall include the applicable clauses from 10 CFR 600.27, "Patent and Data Provisions," in any subaward or contract awarded under this award and assure that the applicable clauses are also included by subrecipients in awards.
- D. The language at Part C, Section II, General Provisions, provides references for Intellectual Property, in accordance with 10 CFR, Subchapter H – Assistance Regulation, Part 600.

ARTICLE XV – OFFICIAL POINTS OF CONTACT

The personnel specified below are considered official points of contact that are authorized to receive all official notification including technical documents, reports, and other information furnished under this Agreement. Either party upon written notification to the other party may change an official point of contact.

For the City of Rifle:
Selby Myers
City Manager
202 Railroad Avenue
Rifle, CO 81650
(970) 625-6236

For the County of Garfield:
Ed Green
County Administrator
109 8th Street
Glenwood Springs, CO 81601
(970) 945-5004

For the State of Colorado:
Jeffrey Deckler, Remedial Action Manager
Colorado Department of Public
Health and Environment
4300 Cherry Creek Drive South
Building B2
Denver, CO 80246
(303) 692-3387

Steve Colby
Colorado Department of Local
Affairs
1313 Sherman Street
Room 323
Denver, CO 80203
(303) 866-1820

For the U.S. Department of Energy:
Donald R. Metzler
Technical Project Manager
UMTRA Ground Water Project
Grand Junction Office
2597 B ¼ Road
Grand Junction CO 81503
(970) 248-7612

The DOE Project Manager identified in Block 11 of the NFAA is the DOE point of contact on technical matters, subject to Article XXII, Technical Direction.

ARTICLE XVI – PAYMENTS AND PAYMENT METHODS

- A. The Recipients have separate obligations and responsibilities under this Agreement. Each Recipient will fulfill the requirements specified herein to receive payment for its activities.

- B. DOE shall reimburse the City or the County for DOE's share of the costs, when they are properly invoiced and when they are determined to be allowable in accordance with the cost principles identified under Article I of this Agreement as required by 10 CFR 600.222, "Allowable Cost." In accordance with 10 CFR 600.241, "Financial Reporting," the City or County shall be reimbursed for costs expended under the terms of this Agreement based on a quarterly invoice submitted to DOE. In addition to other applicable requirements, approval of invoices is subject to DOE substantiation that the City's or County's financial management systems meet the standard for fund control and accountability specified in 10 CFR 600.220, "Standards for Financial Management Systems," including procedures or planned procedures that will minimize the time elapsing between the transfer of the funds from the U.S. Treasury and their disbursement by the City or County as specified in 10 CFR 600.221, "Payment."

_____ Cash advances are not authorized under this Agreement.

 X Cash advances are authorized under this Agreement. However, each cash advance requires pre-approval by the Contracting Officer and shall be limited to the minimum amounts needed for a specific project objective. The payment of cash advances shall be timed to coincide with the actual, immediate cash requirements or cash outlay of the City or County in carrying out a specific program or project objective. Cash advances may be used to pay for direct program costs and the proportionate share of any allowable indirect costs. The City or County must have, and follow, written procedures which minimizes the time which elapses between the transfer of funds from the U.S. Treasury to the City or County and the issuance or redemption of checks, warrants, or payment issued by the City or County. (10 CFR 600, Standards for Financial Management Systems).

- C. The City and County shall submit their quarterly invoice using Standard Form 270 (SF 270). One original shall be sent to the addresses below. An initial supply of SF 270s, "Request for Advance or Reimbursement," will be made available to the City or County upon request.

Original
U. S. Department of Energy
Grand Junction Office
ATTN: Contracting Officer
2597 B 3/4 Road
Grand Junction, CO 81503

Payments due, for amounts properly invoiced in accordance with the terms and conditions specified in this Agreement, shall be made by electronic funds transfer using the Automated Clearing House (ACH) system to a financial institution designated by the City and County. The City and County shall provide the following information no later than 14 days before a request for advance or reimbursement is made:

Routing transit number of the financial institution receiving payment (same as the American Bankers Association nine-digit identifying number for wire transfers).

- The number of the account to which funds are to be deposited.
- The type of depositor account (checking or savings).
- If the City or County is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

The above information shall be provided to:

U.S. Department of Energy
Albuquerque Operations Office/AFSC
P. O. Box 5400

Albuquerque, NM 87185-5400

- D. The City and County shall bill DOE in accordance with their normal billing procedures.
- E. In the event the City or County, during the performance of this Agreement, elects to designate a different financial institution for the receipt of electronic funds transfers, notification of such change and the information as specified in paragraph B above must be received by the Albuquerque Financial Services Center 30 days prior to the date such change is to become effective.
- F. The City's or County's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.
- G. If this agreement includes a requirement for the DOE to perform work under this project and, as a result, DOE expends funds for supplies, equipment, or services that are, or become, an integral part of this project, the City or County shall reimburse the DOE for its share of the costs. This may be accomplished by issuing a credit against an invoiced amount or by making a payment in response to a DOE request for payment. If a request for payment is made it shall be submitted quarterly, or at more frequent intervals by mutual agreement between the Parties. The request shall be submitted on a Standard Form 1114, "Bill for Collection," and shall be supported by a statement of allowable costs incurred by DOE. DOE shall submit an original and two copies of the SF 1114, to the City's or County's designee. (Ref. Article XII, Paragraph F.)
- H. Program income earned during the term of this Agreement may, at the Recipients option, be retained by the Recipient, or used to finance a portion of the project's allowable costs, per 10 CFR 600.225.
- I. Failure of the City or County to commence and complete their respective actions for the project in accordance with Part B – Project Management Plan, of this Agreement, may be grounds for the DOE to withhold reimbursement or take other actions as specified in 10 CFR 600.25 and 10 CFR 600.243.
- J. In the event that the project is not completed, any legal, consulting, and or design work necessary to negotiate this Agreement expended by the City or County shall not be reimbursed to DOE or the State.

ARTICLE XVII – PROJECT INFORMATION SYSTEM (REPORTING REQUIREMENTS)

The City and County shall provide the plans, reports, forms, and records specified in Part E, "Federal Assistance Reporting Checklist," to the DOE addressees at the times specified therein.

ARTICLE XVIII – PROPERTY MANAGEMENT AND DISPOSITION

All property, equipment and supplies, acquired by the City or County in performance of this Agreement shall be accounted for, managed, used, and disposed of in accordance with the provisions of 10 CFR 600.232, "Equipment," and 10 CFR 600.233, "Supplies." Title to equipment and supplies acquired under this Agreement will vest, upon acquisition, in the City and County or sub-recipients, respectively, subject to the obligations and conditions set forth in 10 CFR 600.232 and 10 CFR 600.233.

ARTICLE XIX – PUBLICATION OF RESULTS

The City and/or County may publish the results of its work, subject to the patent rights provisions of this Agreement. However, publications and reports prepared under this Agreement shall contain the following acknowledgment statement, "This (name of project) was prepared with the support of the U. S. Department of Energy under Cooperative Agreement Number (insert number). However, any opinions, findings, conclusions, or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Energy."

ARTICLE XX RIGHT OF ENTRY AND ACCESS

DOE, through any authorized representative, has the right at all reasonable times, to enter the work site to inspect, or otherwise evaluate the work performed or being performed. If DOE makes any inspection or evaluation, the City shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of DOE representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE XXI – SUBSTANTIAL INVOLVEMENT OF DOE

A. This paragraph will identify DOE's involvement with the City, County and/or State during performance of this project under the terms of this Agreement. Absent prior written agreement among the Parties, DOE shall have the right to:

1. Receive performance reports and progress reviews and to provide recommendations and/or program guidance.
2. Require approval and authorization prior to starting work on the initial or on any subsequent phase of the project (if a project consists of more than one phase).
3. Make visits, as necessary, to review program accomplishments and management control systems and to provide technical assistance where appropriate.
4. Be notified by the City of its desire to modify project activities. Upon receiving such notification, DOE and the City, County, and State shall enter into good faith negotiations to redirect efforts made in furtherance of the project activities.

B. Statement of Substantial Involvement: This statement is prepared in accordance with 10 CFR 600.5, "Selection Award Instrument." All DOE involvement will extend throughout the specified project period.

DOE is committed to the success of this Agreement, and will share in the direction, control, and performance of the project through the good faith implementation of this Agreement. To meet this goal, DOE will use its best efforts to promote technical and programmatic involvement in the project by all Parties.

The DOE Project Officer named in Block 11 of the NFAA (Part I) will provide the following services.

1. Review and comment on all protocols to be implemented.
2. Schedule and conduct regular program/technical reviews, to occur as often as quarterly, but no less than annually.
3. Inform the DOE Contracting Officer of any problems that could affect the success of the project.
4. Implement and maintain a cooperative decision making process to insure the effective resolution of programmatic and technical issues that derive from this Agreement.

ARTICLE XXII – TECHNICAL DIRECTION

A. The term "technical direction" is defined to include, without limitation, the following:

1. DOE coordination with the State, the City, and the County on all aspects of the project as per the "full participation" definition.

2. DOE review and, where required by agreement, approval and monitoring the City's and County's technical reports, drawings, specifications, and technical information by the government.
- B. Technical direction must be within the scope of the project stated in the Project Management Plan. The DOE Project Officer does not have authority to, and may not, issue any technical direction which:
1. Constitutes an assignment of additional work outside Part B, "Project Management Plan";
 2. Constitutes a "change" as defined in Article X, Changes, of this Agreement;
 3. In any manner causes an increase or decrease in the current budget period cost or the time required for performance; or
 4. Change any of the express terms, conditions, or specifications of the Agreement.
- C. If, in the opinion, of the City and County, any instruction or direction of the DOE Project Officer falls within one of the categories defined in B.1 through B.4 above, the City and County shall notify the DOE Contracting Officer in writing within ten working days after receipt of such instruction or direction. The City and County shall not proceed with the DOE Project Officer's direction until notification is received from the DOE Contracting Officer.
- D. If the City and County and the DOE Contracting Officer fail to agree that the technical direction is within the scope of the project or fail to resolve any action taken with respect thereto, the City and County may pursue the procedures provided in 10 CFR 600.22 "Disputes and Appeals."

ARTICLE XXIII – LIABILITY

DOE shall not be liable for damages to persons or to the State, the City, the County, or third party property incurred by the City, County and/or State in the performance of work under this Agreement. The City and County shall maintain financial coverage for potential liability as agreed upon by the State, the City, the County, and the Contracting Officer. The State, the City, and the County shall not be liable for damages caused by DOE or DOE contractors.

ARTICLE XXIV – AMENDING THE AGREEMENT

This agreement can be amended by written mutual agreement among the parties.

IN WITNESS WHEREOF, the parties have executed the Cooperative Agreement, DE-FC13-01GJ79492, in several counterparts.

CITY OF RIFLE
By: *Kevin J. Lambert*
Mayor
City Hall
202 Railroad Avenue
Rifle, CO 81650 Manager

Date: 28 SEPT 01

THE COUNTY OF GARFIELD
By: *[Signature]*
~~Board of County Commissioners~~
109 8th Street
Glenwood Springs, CO 81601

Date: 9/28/01

STATE OF COLORADO
By: *Sandy K. Bejcek*
Executive Director
Colorado Dept. of Public Health and
Environment
4300 Cherry Creek Drive South
Denver, CO 80246

Date: 10/26/01

STATE OF COLORADO
By: *[Signature]*
Executive Director
Colorado Dept. of Local Affairs
Environment
1313 Sherman Street, Room 323
Denver, CO 80203

Date: 11-1-01

THE UNITED STATES OF AMERICA
By: *Eben Graybourne*
Contracting Officer
2597 B 3/4 Road
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

Date: 28 Sep 2001

CONCURRENCE
U.S. NUCLEAR REGULATORY COMMISSION

By: *[Signature]*
Title: Branch Chief

Date: January 8, 2002

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED 09-28-2001	Application Identifier: 2002 RIFLE UMTA WATERLINE
1. TYPE OF SUBMISSION: <u>Application</u> Pre-application <u>Construction</u> Construction Non-Construction Non-Construction		3. DATE RECEIVED BY STATE:	State Application Identifier:
		4. DATE RECEIVED BY FEDERAL AGENCY:	Federal Identifier: DE-FC13-01GJ79492
5. APPLICANT INFORMATION:			
Legal Name: City of Rifle		Organizational Unit: City of Rifle, Public Works Department	
Address (give city, county, state, and ZIP code): P.O. Box 1908, Rifle, Garfield Co. CO 81650		Name and telephone number of the person to be contacted on matters involving this application (give area code):	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 84-6000715		7. TYPE OF APPLICANT (enter appropriate letter in box): <u>C</u> A. State H. Independent School District B. County I. State Controlled Institution of Higher Learning C. Municipal Selby Myers - 970-625-6236 J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Inter-municipal M. Profit Organization G. Special District N. Other (Specify):	
8. TYPE OF APPLICATION: <u>X</u> New ___ Continuation ___ Revision If Revision, enter appropriate letter(s) in box(es): A. Increased Award C. Increase Duration B. Decrease Award D. Decrease Duration Other (Specify): ___			
		9. NAME OF FEDERAL AGENCY: Department of Energy	

ASSURANCES — CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly-authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental, or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.

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- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S. §§ 327-333) regarding labor standards for federally assisted construction subagreements.
- 14. Will comply with the flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood-plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to state (clean air) implementation plans under § 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with § 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 19. Will comply with all applicable requirements of all other federal laws, EOs, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
<i>Sally Ingram, City Manager</i>		CITY MANAGER	
APPLICANT ORGANIZATION		DATE SUBMITTED	
CITY OF RIFLE		9-27-01	

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U.S. Department of Energy
Assurance of Compliance
Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

(Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Sub-recipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the sub-recipient shall be required to sign a written assurance form; however, the obligation of both recipient and sub-recipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis

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of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Designated Responsible Employee

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

Applicant's Name

Telephone Number

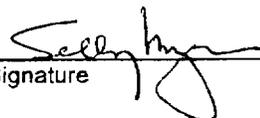
Address:

Date

Authorized Official: President, Chief Executive Officer or Authorized Designee

SELBY MYERS, CITY MANAGER
Name and Title (Printed or Typed)

970-625-6236
Telephone Number


Signature

9-27-01
Date

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under Section 319 of Public Law 101-121. "New Restrictions" on Lobbying," and 10 CFR Part 1036, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, for persons entering into a grant or cooperative agreement over \$100,000, the applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- b. Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE REQUIREMENTS
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 10 CFR Part 1036, Subpart F, for grantees, as defined at 10 CFR Part 1036, Sections 1036.605 and 1036.610--

- a. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2) Establishing an on-going drug-free awareness program to inform employees about--
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 10 CFR Part 1036, for prospective participants in primary covered transactions, as defined at 10 CFR Part 1036, Sections 1036.105 and 1036.110--

- a. The applicant certifies that it and its principals:
- (1) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will--

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the DOE contracting officer. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted--

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

b. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

4. DRUG-FREE WORKPLACE REQUIREMENTS (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 10 CFR Part 1036, Subpart F, for grantees, as defined at 10 CFR Part 1036, Sections 1036.605 and 1036.610--

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the DOE contracting officer. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT <i>CITY OF RIFLE</i>	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <i>SELBY MYERS, CITY MANAGER</i>	
SIGNATURE <i>Selby Myers, City Manager</i>	DATE <i>9-27-01</i>

PART F
APPENDIX 2

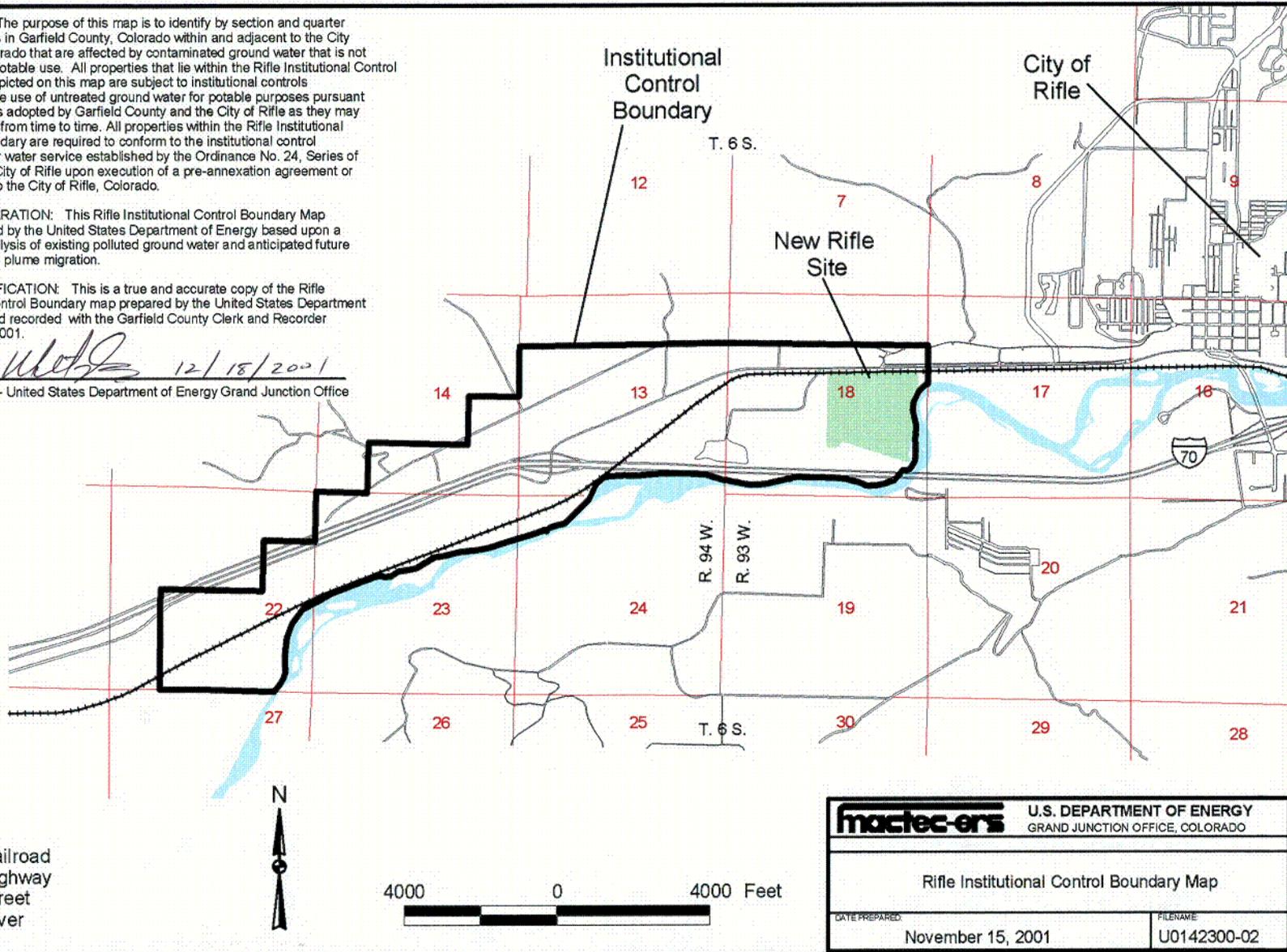
INSITUITIONAL CONTROL BOUNDARY MAP

PURPOSE: The purpose of this map is to identify by section and quarter section lands in Garfield County, Colorado within and adjacent to the City of Rifle, Colorado that are affected by contaminated ground water that is not suitable for potable use. All properties that lie within the Rifle Institutional Control Boundary depicted on this map are subject to institutional controls prohibiting the use of untreated ground water for potable purposes pursuant to regulations adopted by Garfield County and the City of Rifle as they may be amended from time to time. All properties within the Rifle Institutional Control Boundary are required to conform to the institutional control standards for water service established by the Ordinance No. 24, Series of 2001 of the City of Rifle upon execution of a pre-annexation agreement or annexation to the City of Rifle, Colorado.

MAP PREPARATION: This Rifle Institutional Control Boundary Map was prepared by the United States Department of Energy based upon a scientific analysis of existing polluted ground water and anticipated future ground water plume migration.

MAP CERTIFICATION: This is a true and accurate copy of the Rifle Institutional Control Boundary map prepared by the United States Department of Energy and recorded with the Garfield County Clerk and Recorder in October, 2001.

Don Metzler 12/18/2001
 Don Metzler - United States Department of Energy Grand Junction Office



fractec-ers		U.S. DEPARTMENT OF ENERGY GRAND JUNCTION OFFICE, COLORADO	
Rifle Institutional Control Boundary Map			
DATE PREPARED:		FILENAME:	
November 15, 2001		U0142300-02	

CO1

PART F
APPENDIX 3

INSTITUTIONAL CONTROL STATUTES

CITY OF RIFLE ORDINANCE NUMBER 24

COUNTY OF GARFIELD RESOLUTION NUMBER 2001 – 72, 2001 – 73, 2001 - ____

FILE COPY

CITY OF RIFLE, COLORADO
ORDINANCE NO. 24
SERIES OF 2001

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
TITLES 10, 16 AND 17 OF THE RIFLE MUNICIPAL CODE PROHIBITING
THE USE OF GROUNDWATER FOR POTABLE PURPOSES WITHIN THE
URANIUM MILL TAILINGS REMEDIATION PROJECT RIFLE
INSTITUTIONAL CONTROL BOUNDARY.

WHEREAS, past uranium mining activities in the vicinity of the City of Rifle resulted in a plume of contaminated groundwater, which plume is shown on the Rifle Institutional Control Boundary Map; and

WHEREAS, to ensure that contaminated groundwater is not consumed for potable purposes, it is necessary for the public health to prohibit such use; and

WHEREAS, the Rifle City Council finds and determines that amending the Rifle Municipal Code to require owners of property within the Rifle Institutional Control Boundary to connect to the City's potable water supply is in the best interest of the citizens of Rifle.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RIFLE, COLORADO, ORDAINS THAT:

1. The City Council incorporates the foregoing recitals as findings by the City Council.

2. Amendment. Title 10 of the Rifle Municipal Code is hereby amended as follows:

10.04.010 Definitions

[in the correct alphabetical order]

*. "DOE" means the United States Department of Energy.

*. "Rifle Institutional Control Boundary" means the boundary of a geographic area in and adjacent to the City of Rifle that has been identified and mapped by the United States Department of Energy within which lands are subject to non-potable polluted groundwater

*. "Rifle Institutional Control Boundary Map" means a map recorded with the Garfield County Clerk and Recorder as Reception No. _____ that depicts the Rifle Institutional Control Boundary and subject lands.

City of Rifle, Colorado
Ordinance No. 24, Series of 2001
Page 2 of 6

10.04.050 Service Outside City--Policy

It is the policy of the City to decline to extend water service to property lying outside the corporate limits of the City, except for areas located within the Rifle Institutional Control Boundary, unless (a) the lack of municipal water creates a real hardship upon the owner of the property, (b) the property is capable of being annexed to the City within a reasonable time, as determined by the City Council, and (c) the owners, for themselves, their successors and assigns, sign a binding agreement to annex the property to the City at such time as it becomes eligible for annexation. The City expressly reserves the right, as may be limited by state or federal law, to impose such conditions as it may see fit relative to the furnishing of such service and to refuse such service in its discretion.

All provisions of this chapter apply to those areas outside the corporate limits of the City, except those areas covered by a contract which expressly establishes other rules for the area served under the contract.

All of the provisions of this chapter also apply to those areas which were located within the boundaries of the Rifle Village South Metropolitan District on June 1, 1988, except as expressly modified by an agreement between the City and the District incorporated into Ordinance No. 1, Series of 1988 and areas which are located within the Rifle Institutional Control Boundary.

10.04.080 Connection Required

The owner of any house or other building occupied for business or residence purposes, situated within the City and abutting any street, alley or right-of-way in which there is now located or may in the future be located a water distribution main of the City, is required at such owner's expense to connect such building by means of a service line directly with the distribution main in accordance with the provisions of this chapter. Further, any such owner located within the Rifle Institutional Control Boundary is prohibited from accessing groundwater for potable purposes or from connecting groundwater in any way to the municipal water system. The point or points at which connection is made to the distribution main shall be determined by the City Manager.

10.04.090 Connection Requirement - Exception

Except for property located within the Rifle Institutional Control Boundary, connection to the water supply system of the City shall not be required for any property which is served by an existing well or other water supply system, which system is approved by the Garfield County Health Department and which system serves said property in substantially the same manner as it would be served by the water supply system of the City.

City of Rifle, Colorado
Ordinance No. 24, Series of 2001
Page 3 of 6

This section shall apply solely to property located outside of the Rifle Institutional Control Boundary served by an existing well or other water supply system prior to connection to the water supply system of the City, and shall not be construed to permit any person already connected to the water supply system of the City, whose property may subsequently be served by a well or other water supply system, to disconnect from the water supply system of the City.

10.04.230 Disconnection

For the purposes of this section, "customer" shall mean the person designated on City records as the person responsible for payment of charges incurred for the use at his premises of the water supply system of the City.

Except for property located within the Rifle Institutional Control Boundary, the City shall disconnect the service line of any premises at the curb stop, upon request of the customer.

10.04.530 Unlawful Acts

It shall be unlawful for any person to connect a surface or groundwater source or otherwise create a water connection or cross connection to the municipal water system.

It shall be unlawful for any person located within the area identified as the Rifle Institutional Control Boundary to access groundwater for potable purposes or in any way connect a groundwater source to the municipal water system.

3. Amendment. Title 16 of the Rifle Municipal Code is hereby amended as follows:

16.06.020 Amendments

(2) Section 106.4.1 entitled "Issuance" is amended to include the following paragraphs:

A building permit will not be issued in the City of Rifle jurisdiction until all construction drawings, applications, and permit fees are

City of Rifle, Colorado
Ordinance No. 24, Series of 2001
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submitted and approved, including those for plumbing, and mechanical portions of the project. Additionally, a building permit will not be issued in the City of Rifle jurisdiction within the Rifle Institutional Control Boundary unless the plans indicate a connection to the Rifle municipal water system with no access to groundwater for potable purposes. Notwithstanding the foregoing, a footing and foundation permit may be issued prior to reception of other permit information if adequate structural and site plan information is provided.

16.20.060 Prohibitions

F. No person shall occupy any new building, factory-built housing unit, manufactured home or mobile home until sewage disposal facilities, meeting the minimum standards of the Colorado Department of Health and the ordinances of the City have been installed and have been approved. No person shall occupy any building, factory-built housing unit, manufactured home or mobile home unless potable domestic water facilities have been installed and have been approved, in writing, by the City.

-G. No person within the Rifle Institutional Control Boundary and within the Rifle municipal limits shall construct or occupy any structure, building, factory built housing unit, manufactured home or mobile home that requires or utilizes a water source without first connecting to the City of Rifle potable municipal water system.

16.22.020 Waiver of Permit Requirements

Except for property within the Rifle Institutional Control Boundary, the Building Official may waive any permit requirements contained within this title or the codes adopted by reference thereunder only after a determination is made that the effect of such a waiver is minor and will not affect the health, safety and welfare of the citizens of the City.

16.22.060 Permits—General Conditions

D. All structures within the Rifle Institutional Control Boundary that require potable water service shall be connected to the City of Rifle potable municipal water system.

16.22.100 Issuance of Certificate of Occupancy

City of Rifle, Colorado
Ordinance No. 24, Series of 2001
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In addition to the requirements for the issuance of a certificate of occupancy contained in the codes adopted by reference in this title, no certificate of occupancy shall be issued until the following improvements have been installed in the development where the building or structure is located and have been approved by the Public Works Director or his/her designee:

I. For property within the Rifle Institutional Control Boundary, a connection is made to the Rifle potable municipal water system and no access is made to groundwater sources for potable purposes.

4. Amendment. Title 17 of the Rifle Municipal Code is hereby amended as follows:

17.01.200 Definitions

[in the correct alphabetical order]

* "DOE" means the United States Department of Energy.

* "Rifle Institutional Control Boundary" means the boundary of a geographic area in and adjacent to the City of Rifle that has been identified and mapped by the United States Department of Energy within which lands are subject to non-potable polluted groundwater

* "Rifle Institutional Control Boundary Map" means a map recorded with the Garfield County Clerk and Recorder as Reception No. _____ that depicts the Rifle Institutional Control Boundary and subject lands.

17.02.140 Pre-annexation Agreements for Property within the Rifle Institutional Control Boundary

Any owner of property that requests municipal services within the Rifle Institutional Control Boundary, as shown on the Rifle Institutional Control Boundary Map, and outside the Rifle municipal limits, shall enter into a pre-annexation agreement with the City, which agreement shall prohibit the property from utilizing groundwater for potable purposes and require connection to the municipal water supply. Any owner of property within the Rifle Institutional Control Boundary that enters into a pre-annexation agreement will be eligible to receive water service from the City when available.

City of Rifle, Colorado
Ordinance No. 24, Series of 2001
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INTRODUCED on September 5, 2001, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on September 19, 2001, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ day of _____, 2001.

CITY OF RIFLE, COLORADO

By _____

Mayor

ATTEST:

City Clerk

589783 10/09/2001 01:16P 81292 P938 M ALSDORF
1 of 3 R 0.00 D 0.00 GARFIELD COUNTY CO

232

STATE OF COLORADO)
)ss
County of Garfield)

At a meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Courthouse, in Glenwood Springs on Monday, the 8th day of October, 2001, there were present:

- John Martin, Commissioner Chairman
- Larry McCown, Commissioner
- Walt Stowe, Commissioner
- Don DeFord, County Attorney
- Mildred Alsdorf, Clerk of the Board
- Ed Green, County Manager

when the following proceedings, among others were had and done, to-wit:

RESOLUTION NO. 2001-72

A RESOLUTION CONCERNED WITH THE APPROVAL OF A ZONE DISTRICT AMENDMENT FOR AN AREA WEST OF RIFLE TO DRINKING WATER CONSTRAINT (DWC).

WHEREAS, the Board of County Commissioners of Garfield County proposed to rezone the herein described property in Garfield County to Drinking Water Constraint (DWC).

WHEREAS, the Board of County Commissioners of Garfield County have heretofore adopted and enacted a Zoning Resolution for Garfield County, Colorado, including as a part thereof, certain zoning maps regulating permitted uses upon the lands within Garfield County, Colorado; and

WHEREAS, sections 30-28-109 through 30-28-116 C.R.S.. as amended, provide for the approval of all zoning plans and the adoption and amendment of regulations and resolutions to implement such zoning plans by the Board of County Commissioners of a given county; and

WHEREAS, the County has given notice of public hearing upon such application by publication in a newspaper of general circulation in Garfield County and provided notice of said hearing to all property owners adjacent to said property subject to the zone district amendment, and such hearing having been held on September 17, 2001, which was continued to September 24, 2001 and this Board having given full consideration to the evidence; and

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WHEREAS, based upon the evidence, testimony, exhibits, review of the Comprehensive Plan for the unincorporated area of the County, recommendation from the Garfield County Planning Commission, comments of the Garfield County Planning Department, comments of public officials and agencies and comments from all interested parties in connection with said application, this Board makes the following findings in respect thereto, to-wit:

1. That all applicable regulations regarding a Zone District Amendment have been complied with including, but not limited to, Section 10.00 of the Garfield County Zoning Resolution of 1978, as amended.
2. That proper publication and public notice was provided as required by law for the hearing before the Board of County Commissioners.
3. That the public hearing before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at the meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Garfield County, Colorado, that the following described area and the property included therein, be rezoned Drinking Water Constraint (DWC).

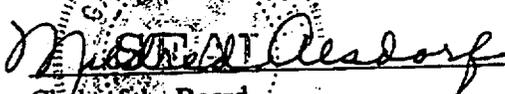
LEGAL DESCRIPTION

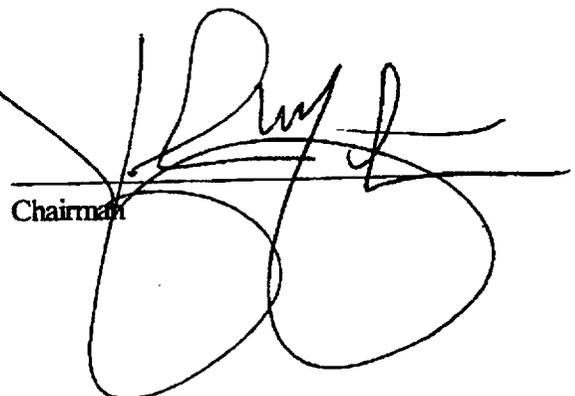
All of that property located north of the northern bank of the Colorado River located in the S1/2 of Section 18, T. 6 S., R. 93 W.; and the S1/2 of Section 13; the E1/2 SE1/4; SW1/4 SE1/4, SE1/4SW1/4 of Section 14; the SE1/4NE1/4, SE1/4, E1/2 SW1/4 of Section 22; N1/2 of Section 23 and the NW1/4 of Section 24, T. 6 S., R. 94 W. of the 6th P. M..

Dated this 8th day of October, A.D. 2001.

ATTEST:

GARFIELD COUNTY BOARD OF COMMISSIONERS, GARFIELD COUNTY, COLORADO


 Clerk of the Board


 Chairman


 589783 10/09/2001 01:16P B1292 P940 M ALSDORF
 3 of 3 R 0.00 D 0.00 GARFIELD COUNTY CO

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

COMMISSIONER CHAIRMAN JOHN F. MARTIN _____, Aye
COMMISSIONER WALTER A. STOWE _____, Aye
COMMISSIONER LARRY L. MCCOWN _____, Aye

STATE OF COLORADO)
)ss
 County of Garfield)

I, _____, County Clerk and ex-officio Clerk of the Board of County Commissioners, in and for the County and State aforesaid, do hereby certify that the annexed and foregoing Resolution is truly copied from the Records of the Proceeding of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this ____ day of _____, A.D. 2001.

County Clerk and ex-officio Clerk of the Board of County Commissioners



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STATE OF COLORADO)

County of Garfield)

)ss

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At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Courthouse, in Glenwood Springs on Monday, the 8th of October, 2001, there were present:

- John Martin, Commissioner Chairman
- Larry McCown, Commissioner
- Walt Stowe, Commissioner
- Don DeFord, County Attorney
- Mildred Alsdorf, Clerk of the Board
- Ed Green, County Manager

when the following proceedings, among others were had and done, to-wit:

RESOLUTION NO. 2001-73

A RESOLUTION CONCERNED WITH AMENDING THE GARFIELD COUNTY ZONING RESOLUTION OF 1978 BY THE ADDITION OF SECTION 3.14, DRINKING WATER CONSTRAINT (DWC) ZONE DISTRICT.

WHEREAS, on the 2nd day of January, 1979, the Board of County Commissioners of Garfield County, Colorado, adopted Resolution No. 79-1 concerning a Zoning Resolution for the County of Garfield, State of Colorado; and

WHEREAS, the Board is authorized by the provisions of Sections 30-28-109 through 30-28-116, C.R.S. 1973, as amended, to provide for the approval of amendments to such Zoning Resolution, and the Board has so amended the said Resolution; and

WHEREAS, on December 16, 1991, the Board adopted a codified version of the Garfield County Zoning Resolution of 1978 and all subsequent amendments; and

WHEREAS, on September 14, 2001, the Garfield County Planning Commission recommended approval of the proposed text amendment;

WHEREAS, a public hearing was held on the 17th day of September 2001 and continued to the 24th day of September, 2001, before the Board of County Commissioners of Garfield County, Colorado, at the Commissioners meeting room, Suite 301, Garfield County Courthouse, 109 8th Street, Glenwood Springs, Colorado, as to which hearing, public notice was given in accordance with requirements of Section 10 of the Garfield County Zoning Resolution;

WHEREAS, the Board on the basis of evidence produced at the aforementioned hearing has made the following determination of fact:

1. That an application for a zone district text amendment was made consistent with the

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requirements of Section 10.00 of the Garfield County Zoning Resolution of 1978, as amended;

2. That the Board of County Commissioners is authorized by the provisions of Section 30-28-116, C.R.S. 1973, as amended, to provide for the approval of amendments to the Garfield County Zoning Resolution;
3. That the public hearing before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at the hearing;
4. That the Garfield County Planning Commission has reviewed the proposed zone district text amendment and made a recommendation as required by Section 10.04 of the Garfield County Zoning Resolution of 1978, as amended;
5. That the proposed text amendment are in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of Garfield County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Garfield County, Colorado, that the Garfield County Zoning Resolution, adopted on the 2nd day of January, 1979, and identified as its Resolution No. 79-1, as subsequently amended by this Board, shall be and hereby is amended and said language will be incorporated into the codified Garfield County Zoning Resolution adopted by the Board on December 16, 1991 as follows:

3.14 Drinking Water Constraint Zone (DWC)

3.14.01 Uses, by right: :

Agricultural, including farm, garden, greenhouse, nursery, orchard, ranch, small animal farm for production of poultry, fish, fur-bearing and other small animals, and customary accessory uses including buildings for shelter and enclosure of persons, animals or property employed in any of the above uses; retail establishment for sale of goods processed from raw materials produced on the lot;

Buildings for shelter and enclosure of persons employed in any of the uses by right, kennel, riding stable and veterinary clinic, guiding and outfitting;

Manufactured home as the principal use of the lot meeting standards contained in Section 5.03.01(2);

Single-family dwelling; customary accessory uses only where it is accessory to the uses listed above.

3.14.02 Uses, conditional:

Aircraft landing strip, airport-utility, salvage yard, sanitary landfill and storage,
Home occupation



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3.14.03 Uses, special:

Pumping facilities, electrical distribution ,water impoundments, access routes, utility lines, pipelines;

Camper park, agriculture-related business, resort, airport - air carrier, plant for fabrication of goods from processed natural resources; material handling, warehouse facilities/staging areas, fabrication areas, storage areas, extraction, processing; public gatherings; commercial park; recreational support facilities; guest houses.

3.14.04 Minimum Lot Area: Two (2) acres.

3.14.05 Maximum Residential Lot Coverage: fifteen percent (15%).

3.14.06 Minimum Setback: (Unless otherwise permitted by special use permit.)

- (1) Front yard: (a) arterial streets: seventy-five (75) feet from centerline or fifty (50) feet from lot line, whichever is greater; (b) local streets: fifty (50) feet from street centerline or twenty-five (25) feet from front lot line, whichever is greater;
- (2) Rear yard: twenty-five (25) feet from rear lot line;
- (3) Side yard: ten (10) feet from side lot line, or one-half (1/2) the building height, whichever is greater.

3.14.07 Maximum Height of Buildings: Forty (40) feet. (Unless otherwise permitted by special use permit.)

3.14.08 Additional Requirements: All uses shall be subject to the provisions of Section 5 (Supplementary Regulations).
All of the uses listed a use by right, conditional use or special use, will be allowed provided any use that includes the human consumption of ground water, shall have an approved domestic water supply. An approved domestic water supply shall be either an approved community water system as defined by the Colorado Department of Health and Environment, Drinking Water Standards or from a ground water source on the property that is treated by a reverse osmosis water treatment system that meets the water quality standards promulgated under the criteria cited in CRS § 25-8-204 (1) & (2).

Dated this 8th day of October, 2001.

ATTEST:

GARFIELD COUNTY BOARD OF COMMISSIONERS, GARFIELD COUNTY, COLORADO



Melba Alesdorf
Clerk of the Board

[Signature]
Chairman


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Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

COMMISSIONER CHAIRMAN JOHN F. MARTIN, Aye
COMMISSIONER WALTER A. STOWE, Aye
COMMISSIONER LARRY L. MCCOWN, Aye

STATE OF COLORADO)
)ss
 County of Garfield)

I, _____, County Clerk and ex-officio Clerk of the Board of County Commissioners, in and for the County and State aforesaid, do hereby certify that the annexed and foregoing Resolution is truly copied from the Records of the Proceeding of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this ____ day of _____, A.D. 2001.

County Clerk and ex-officio Clerk of the Board of County Commissioners

STATE OF COLORADO)

County of Garfield)ss)

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Courthouse, in Glenwood Springs on Monday, the 17th of December, 2001, there were present:

- John Martin, Commissioner Chairman
- Larry McCown, Commissioner
- Walt Stowe, Commissioner
- Don DeFord, County Attorney
- Mildred Alsdorf, Clerk of the Board
- Ed Green, County Manager

when the following proceedings, among others were had and done, to-wit:

RESOLUTION NO. 2001 _____

A RESOLUTION CONCERNED WITH AMENDING THE GARFIELD COUNTY ZONING RESOLUTION OF 1978 BY THE ADDITION OF SECTION 3.15, COMMERCIAL DRINKING WATER CONSTRAINT (CDWC) ZONE DISTRICT.

WHEREAS, on the 2nd day of January, 1979, the Board of County Commissioners of Garfield County, Colorado, adopted Resolution No. 79-1 concerning a Zoning Resolution for the County of Garfield, State of Colorado; and

WHEREAS, the Board is authorized by the provisions of Sections 30-28-109 through 30-28-116, C.R.S. 1973, as amended, to provide for the approval of amendments to such Zoning Resolution, and the Board has so amended the said Resolution; and

WHEREAS, on December 16, 1991, the Board adopted a codified version of the Garfield County Zoning Resolution of 1978 and all subsequent amendments; and

WHEREAS, on October 10, 2001, the Garfield County Planning Commission recommended approval of the proposed text amendment;

WHEREAS, a public hearing was held on the 29th day of October 2001, before the Board of County Commissioners of Garfield County, Colorado, at the Commissioners meeting room, Suite 301, Garfield County Courthouse, 109 8th Street, Glenwood Springs, Colorado, as to which hearing, public notice was given in accordance with requirements of Section 10 of the Garfield County Zoning Resolution;

** this one was just signed yesterday, Dec. 17th. I don't know Resolution # yet.*

WHEREAS, the Board on the basis of evidence produced at the aforementioned hearing has made the following determination of fact:

1. That an application for a zone district text amendment was made consistent with the requirements of Section 10.00 of the Garfield County Zoning Resolution of 1978, as amended;
2. That the Board of County Commissioners is authorized by the provisions of Section 30-28-116, C.R.S. 1973, as amended, to provide for the approval of amendments to the Garfield County Zoning Resolution;
3. That the public hearing before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at the hearing;
4. That the Garfield County Planning Commission has reviewed the proposed zone district text amendment and made a recommendation as required by Section 10.04 of the Garfield County Zoning Resolution of 1978, as amended;
5. That the proposed text amendment are in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of Garfield County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Garfield County, Colorado, that the Garfield County Zoning Resolution, adopted on the 2nd day of January, 1979, and identified as its Resolution No. 79-1, as subsequently amended by this Board, shall be and hereby is amended and said language will be incorporated into the codified Garfield County Zoning Resolution adopted by the Board on December 16, 1991 as follows:

3.15 **CDWC – COMMERCIAL DRINKING WATER CONSTRAINT ZONE**

3.15.01 **Uses, by right:** Any use, by right, of the C/L district subject to all conditions listed thereunder;
General service establishment including lumberyard, motor freight depot and storage.

3.15.02 **Uses, conditional:** Any conditional use of the C/L district subject to all conditions listed thereunder;

Plant for fabrication of goods from processed natural resources.

3.15.03 **Uses, special:** Any special use of the C/L district subject to all conditions listed thereunder;

Plant for processing natural resources and agricultural materials into food and beverages; communication facility, correction facility. (97-60)

Salvage yard, water impoundments, automobile racetrack and material handling; recreation support facilities.

3.15.04 Minimum Lot Area: Seven thousand five hundred (7,500) square feet and as further provided under Supplementary Regulations.

3.15.05 Maximum Lot Coverage: Seventy-five percent (75%), except for commercial uses which shall be eighty-five percent (85%).

The County Commissioners may require adequate screening of all parking and roadway areas in commercial uses from adjoining residential uses and public streets. A maximum of ten percent (10%) of the total parking and roadways areas may be required to be devoted exclusively to landscaping of trees, shrubs, and ground cover to reduce visual impacts. (A. 81-99)

3.15.06 Minimum Setback:

- (1) Front yard: (a) arterial streets: seventy-five (75) feet from street centerline or fifty (50) feet from front lot line, whichever is greater; (b) local streets: fifty (50) feet from street centerline or twenty-five (25) feet from front lot line, whichever is greater;
- (2) Rear yard: Twenty-five (25) feet from rear lot line for lots occupied by residential uses; seven and one-half (7.5) feet for lots with no residential occupancy;
- (3) Side yard: Ten (10) feet from side lot line or one-half (1/2) the height of the principal building, whichever is greater.

3.15.07 Maximum Height of Building: Thirty-five (35) feet.

3.15.08 Maximum Floor Area Ratio: 0.50/1.0 and as further provided under Supplementary Regulations.

3.15.09 Additional Requirements: All uses shall be subject to the provisions under Section 5 (Supplementary Regulations).

All of the uses listed a use by right, conditional use or special use, will be allowed provided any use that includes the human consumption of ground water, shall have an approved domestic water supply. An approved domestic water supply shall be either an approved community water system as defined by the Colorado Department of Health and Environment, Drinking Water Standards or from a ground water source on the property that is treated by a reverse osmosis water treatment system that meets the water quality standards promulgated under the criteria cited in CRS § 25-8-204 (1) & (2).

PART B
PROJECT MANAGEMENT PLAN
(Statement of Work)

PART B

PROJECT MANAGEMENT PLAN

Cooperative Agreement for the Rifle Area Water Supply and Institutional Controls

INTRODUCTION

The Department of Energy, Garfield County, and City of Rifle have been in active consultation and study for more than three years in an effort at defining appropriate institutional controls for the West Rifle area as reflected on Map entitled Exhibit A. An important part has been played by Western Slope Consultants in acting as meeting moderator and coordinator, in evaluating land use policy options, and in maintaining communications among the participants over the period of discussion. Rather early in the process, it was concluded that to avoid the issue of takings when land use or building controls were imposed by the County or City, it would be necessary to offer either potable water via an extension of the City's municipal water system or, alternatively, by permitting the construction of reverse osmosis systems.

The results of these meetings included several important steps:

1. DOE and the Colorado Department of Local Affairs (DOLA) would cooperatively fund, on a 90:10 ratio the extension of the municipal water system to the affected West Rifle area to the existing development immediately west of the west Rifle I-70 highway interchange with US Hwy. 6 & 24. The cost sharing of 90% by DOE and 10% by DOLA would continue through the various elements of the entire project, subject to budgetary and appropriation constraints. Eligible elements of this shall include final engineering design, federal contract compliance administration, construction, engineering observation, and construction management of this project component.
2. DOE and DOLA would provide reverse osmosis systems for the areas west of the new municipal water line extension and in the area east of the area before the line was available.
3. DOE and DOLA would provide for engineering design and construction of related municipal water improvement for service to the west Rifle UMTRA area, such improvements that will consist of water system upgrades not physically located in the UMTRA area. Eligible elements of this shall include final engineering design, federal contract compliance and administration, construction, engineering observation, and construction management on this project component.
4. DOE and DOLA would provide for reimbursement of sunk costs involved in developing the cooperative agreement, including the costs that the City incurred with Western Slope Consulting and from legal work performed by both the City's legal staff and special counsel as has been involved from time to time.

SECTION I – City of Rifle

The City of Rifle is responsible only for the performance of the actions assigned to them under the Agreement and as specified in this Project Management Plan.

A. GENERAL INFORMATION

The City of Rifle is located on I-70, 175 miles west of Denver and 60 miles east of Grand Junction in Garfield County, Colorado. Rifle is in the Colorado River valley; the west Rifle UMTRA site is located west of the intersection of Rifle Creek with the Colorado River, west of the intersection of Hwy. 13 and I-70, and immediately west of the primary municipal wastewater treatment plant.

The area is characterized as a flat valley partially filled with soil deposited by the Colorado River and various creeks tributary to the Colorado. Rifle is an historic agricultural and ranching community that had a decidedly commercial definition into the late Seventies. At that time, oil shale exploration and development resulted in a rapid increase in population until 1982 when in May of that year, all exploration and development suddenly ended, with thousands of workers losing jobs in the early Eighties.

In recent years, the City of Rifle has been the beneficiary of both welcome increases in the demand for housing being experienced across Garfield County. Rifle also benefits from the farsighted planning of elected and appointed officials in securing ample water rights and financing and constructing ample municipal infrastructure to support population growth of 3-4% per year.

While the majority of Rifle's workforce travel up-valley to Glenwood Springs and beyond to obtain employment in construction, retail and service sectors, and in various white-collar occupations, the City initiated a 42-lot Rifle Business Park some of which the City marketed directly and the balance that has been subsequently sold to private developers. Significant local construction of various service and manufacturing outlets has increased the number of local jobs available to workers.

The Grand Valley Hospital District that serves nearby towns of Parachute and Silt is building new hospital and medical facilities near the east Rifle interchange with I-70. Having just completed an extensive master plan, the Garfield County Airport is expanding its facilities and runway. Various County facilities are being constructed immediately south of the airport, and a large airport industrial park has infrastructure recently installed, including water and sewer lines. The RE-2 School District which serves Rifle, Silt, and Newcastle is currently proposing a \$39 million bond issue to upgrade and expand school facilities to serve expanding school enrollments.

The west Rifle UMTRA waterline will be built along US Hwy 6 & 24 which extends east to west across Rifle and constitutes a major transportation corridor.

B. RIFLE WATER DISTRIBUTION SYSTEM AND TRANSMISSION CAPABILITIES

From the 3.0 MG tank, an 18" transmission main delivers water to the northern portion of the City's distribution system (network). Once in the network, water is delivered to the southern portions of the distribution system by various water mains of varying sizes. At the Highway 6 & 24 (Frontage Road) and West Avenue intersection, the City's distribution system delivers its primary feed to the West Rifle service area via a 6" AC line. The line parallels the Frontage Road to the west to a point just south of the Tripp Drive/West 2nd intersection. From this point, the 6" AC line travels northwards into the West 2nd corridor where it continues westward for a couple of blocks where it is upsized to an 8" line. This upsizing occurred when the waterline was extended to accommodate the UMTRA project. The existing waterline ends at the end of the extended 8" waterline near the Frontage Road (Highway 6 & 24) and West 2nd Street intersection.

The City's distribution system has adequate capability to serve the West Rifle service area from the north end of the distribution system to the south to the intersection of the Frontage Road and West Avenue (i.e., at the start of the 6" AC line). In order to maintain current levels of service to those users currently relying on the 6" AC line in West Rifle, and in order to provide adequate transmission capabilities to the new West Rifle service area, the 6" AC line will need to be replaced with a 10" diameter line. The 10" diameter line size was selected to minimize line velocity as the characteristics of the line will take on the characteristics of a transmission line versus its current characteristic of being a distribution line. Please note that the attached cost estimate (Exhibit C) identifies the cost as being "Item number 1.0, 10" waterline upgrade to existing system. It is presumed that with this cost estimate, it will be more cost effective to install a new 10" diameter line versus replacing the existing 6" AC along with each and every valve, hydrant and service.

C. PROPOSED WEST RIFLE UMTRA WATERLINE

The following list of improvements summarizes the improvements proposed to specifically serve the West Rifle service area. These improvements can be schematically observed on Exhibit B, attached.

1. At the end of the existing system, which is proposed to be replaced (or supplemented with) a new 10" line, a 12" line is proposed to be installed westward along Highway 6 & 24 to the proposed West Rifle Tank feed line. Along with this tie will be assurance that the existing distribution lines in West Rifle will "loop back" into the new transmission main.
2. Once at the location identified to develop a feed to the West Rifle tank (0.6 MG storage capacity), a tee is proposed to split the flows two directions. To the north, the line is proposed to remain as a 12" tank transmission feed line. This line will provide flow both to fill the tank and to supply the West Rifle service area. To the west, the line is proposed to be downsized from a 12" line to a 10" line. This 10" line will extend beyond the West Rifle/I-70 interchange to the western boundary of the West Rifle service area.
3. A 0.6 million gallon (MG) storage tank is proposed for the West Rifle service area. Its size is based upon providing equalization, fire and emergency storage for 600 EQR.
4. Various valves and hydrants are included in the cost estimate to account for "standard design requirements" of the AWWA and as outlined in the City of Rifle Public Works manual. It is contemplated that the specific locations of valves will be determined and provided at the time specific properties develop and tie onto the waterline. For initial construction, it is contemplated, however that an isolation valve will need to be provided at a spacing of at least 1000 foot intervals. In addition, an isolation valve will need to be provided for each fire hydrant location. The fire hydrant installations are also contemplated to be installed at 1000-foot intervals as well as at high and low points in the line to provide proper flushing and blow off locations.
5. The estimated cost and bill of quantities for the waterline project is set forth in Part D – BUDGET INFORMATION, of this agreement.

D. RELATED WATER IMPROVEMENTS

Improvements to be designed and constructed east of the UMTRA area may include various requirements, but most specifically the:

1. Colorado River raw water pump house and pre-sedimentation pond enlargement.

To produce a reliable raw water supply, additional pump and suction vault modifications will be required at the raw water pump station. The current reliable pump capacity is 2000-2500 gpm as compared to the current max day demand of 2489 gpm for the City of Rifle. To continue to obtain a reliable source of raw water supply, obtaining a second point of water intake and sedimentation pond will increase the City's ability to provide high quality water over the future build out of the West Rifle UMTRA area. A line connecting this pond and the raw water pump house will be constructed
2. Raw Water 18" parallel line installation

The raw water transmission main from the raw water pump house to the Graham Mesa treatment plant has limited ability to meet demands. The lower section of line is 14" ductile iron pipe. In 1981, the upper segment consisting of 24" ductile iron pipe was constructed. Provisions were made for connecting in an 18" ductile iron pipe that would parallel the 14" line in the future when Rifle experienced higher demands. The addition of demands from the West Rifle service area would create the need for this 18" parallel transmission line. This is not an immediate installation need, however, given build out of the West Rifle service area along with other contemplated infill development in the city, the need exists inside five years, given current growth rates.
3. Graham Mesa Plant Piping/Clear well pump addition.

To meet higher demand requirements placed on the finish water pumps at the water treatment facility, modifications will be required to pump the finished water to the City's primary storage which are the 3.0 MG tank and a proposed 1.0 MG tank.

4. Storage considerations.

The City has in existence the 3.0 MG tank and currently has master planned the construction of the Northeast tank. The volume of the Northeast tank is planned at 1.0 MG. With the added demand of the West Rifle service area, the storage requirements will not be met. Once the Northeast tank is in place, surplus storage is available to direct flow to the West Rifle service area without compromising the ability to maintain sufficient equalization, fire and emergency storage in the 3.0 MG tank. Construction of the Northeast tank is not part of the related water system improvements to be built by DOE and DOLA.

E. SUNK PROCESS COSTS

In developing a basis for a cooperative agreement, certain costs were incurred by the City in an effort to proactively participate in the process of designing and agreeing upon a suitable combination of institutional controls and infrastructure improvements. Currently it is believed that billings for these costs are \$14,000 for Western Slope Consulting and \$7,500 for City Attorney billings, for a total of \$21,500.

These costs will be reimbursed to the City, upon signing of the Cooperative agreement, subject to DOE verification of the invoiced costs.

F. PROJECT MILESTONES

The following milestones are anticipated to be achievable relative to the water line to the west Rifle UMTRA area:

<u>Date</u>	<u>Action</u>	<u>Entity</u>
October, 2001	Execute Cooperative Contract	County, City
October, 2001	City Engineer begins design	City responsible for subsequent steps
November 2001	City selects contract administrator	
November, 2001	Preliminary design complete	
January, 2002	Final engineering complete	
February 2002	Contract bid	
March 2002	Contract awarded	
April 2002	Project began	
October 2002	Project complete	

Project milestones on the other water system improvements are anticipated to be achievable on a schedule as follows:

February 2002	City engineer begins design
March 2002	City engineer completes design
	Contract bid
April 2002	Contract awarded
May 2002	Project began
April 2003	Project complete

G. SUMMARY AND CONCLUSIONS

Refer to Article XII of the Cooperative Agreement for financial information and Article XIII for funding information.

In order to facilitate rapid planning, design, and contract document preparation, DOE shall authorize and advance \$90,000 for survey, engineering design, and contract document preparation as the next step in implementing the project. Sunk costs of \$21,500 will also be reimbursed to the City of rifle upon execution of the Cooperative Agreement. If any party decides that it has inadequate resources to continue, such funds as expended for survey, engineering design and contract document preparation shall not be reimbursable to DOE or DOLA.

Attached are the following exhibits for review:

- Exhibit A West Rifle Service Area Map
- Exhibit B West Rifle Waterline, Master Planning Map

SECTION II – County of Garfield

The County of Garfield is responsible only for the performance of the actions assigned to them under the Agreement and as specified in this Project Management Plan.

REVERSE OSMOSIS SYSTEMS

The County will put in place the necessary institutional controls to insure that the county residents do not consume contaminated water that is located in the unincorporated parcels of land west of the west Rifle water line extension, identified elsewhere in this agreement. Additionally, the County will supply a reverse osmosis system to any resident of the county who draws potable water from the contaminated area. During the institutional control period, it is estimated that there will be a need for as many as seventeen (17) reverse osmosis systems for the affected area. The current costs of these systems is estimated to be \$5,000 each. The County must also furnish a reverse osmosis system to any county resident who will eventually be serviced by the new water line that is being constructed pursuant to Section I of this Management Plan. These units will be furnished to the residents until the water line is completed to insure that they have safe potable water. It is anticipated that no more than five (5) systems will be needed to meet this requirement. The total estimated cost for twenty two (22) units at \$5,000 each is \$110,000, as reflected in Article XII of this agreement. When an RO systems is required the County shall obtain funds through this agreement in accordance with the provisions in Article XVI – Payments and Payment Methods.

Refer to Article XII of the Cooperative Agreement for financial information.

SECTION III – Roles and Responsibilities

A. DOE RESPONSIBILITIES

1. DOE Contracting Officer. The DOE Contracting Officer has the responsibility and authority for executing, amending, and terminating award instruments. The DOE Contracting Officer has designated the individual named in Block 12 of the NFAA as the primary point of contact for contractual matters. The DOE Contracting Officer, or designee, has the responsibility for conducting negotiations concerning the Project Management Plan (Statement of Work), costs, and schedule; administration of the award; arranging for audits, as appropriate, and resolving audit findings; assuring policies and procedures are implemented; approving payments; and taking actions required to close-out the Agreement. In addition, the Contracting Officer has the responsibility for providing a specified amount of financial assistance, monitoring the project, and acting upon the City's and County's requests for approval in those instances in which DOE's approval is required. For minor or administrative award amendments (e.g., changes in the paying office or appropriation data, changes to government personnel identified in the award, etc.), no signature is required of the City or County.
2. DOE Project Officer's Responsibilities. The Project Officer for DOE under this award, and the persons who shall be the City, County, and State primary contacts for all programmatic and technical matters pertaining to this award, shall be the persons named in Article XV, Official Points of Contact, or such other persons as may be designated in writing by the Contracting Officer. DOE will provide the City, County, and State with plans, schedules, and projected budgets through the management action process and on-going meetings.

The DOE Project Officer has the following responsibilities: review and verification of any recommendations to revise or otherwise modify the Award, Statement of Joint Objectives, funding

revisions as defined in 10 CFR 600.230 "Changes", and proposed changes to the terms and conditions of this award. The DOE Project Officer monitors and assesses the status of progress toward achieving the program milestones and objectives; reviews and evaluates transmittals prepared by the City and County; represents DOE at program review meetings; reviews cost vouchers; and actively works with the City and County in consideration of alternatives proposed by DOE on future program activities. Designated DOE or DOE Contractor personnel may assist the DOE Project Officer in carrying out these responsibilities. Examples of the responsibilities of this point of contact are spelled out in Article V, Statement of Joint Objectives and Article XXI, Substantial Involvement between DOE and the State, the City, and the County.

3. Progress Reporting: DOE will report to the State, City, and County, problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
4. DOE will routinely submit all environmental data to the State. Transmittal of private well data and data from DOE monitor wells on private property will be identified in well access agreements.

B. CITY RESPONSIBILITIES

1. Project Performance. The City is responsible for performing the work described in Section I of this Management Plan, in accordance with all applicable terms and conditions of this Cooperative Agreement.
2. Access to the Project. The City will participate and assist DOE to permit any specified DOE personnel or designated DOE Contractor personnel to have necessary access to the City facilities, personnel, and records pertaining to the project. Such specified DOE personnel and/or designated Contractor personnel may be used to assist the project officer in carrying out his or her responsibilities.
3. City Project Director's Responsibilities. The City shall designate a Project Director for this project. The designated Project Director is responsible for full compliance as to technical performance, cost, and schedule. This includes the responsibility to maintain budget goals in the interest of DOE, the State, and the City. The Project Director shall be the person named in Article XV, Official Points of Contact, or such other person as may be designated in writing by the City.
4. Progress Reporting.
 - a. Events may occur between the scheduled performance reporting dates which have significant impact upon the award or subaward supported activity. In such cases, the City shall inform the Contracting Officer as soon as the following types of conditions become known:
 - 1) Problems, delays, or adverse conditions, relating to City activities, which will materially impair DOE's ability to meet the objective of this award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - 2) Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
 - b. The City shall prepare and submit the reports indicated on the Federal Assistance Reporting Checklist (provided in Part E of this Agreement) to the addressees and in the

number copies designated on the checklist. Preparation of the specified reports shall be in accordance with the direction provided by the DOE Project Officer.

C. COUNTY RESPONSIBILITIES

1. Project Performance. The County is responsible for performing the work described in Section II of this Management Plan, in accordance with all applicable terms and conditions of this Cooperative Agreement.
2. Access to the Project. The County will participate and assist DOE to permit any specified DOE personnel or designated DOE Contractor personnel to have necessary access to the County facilities, personnel, and records pertaining to the project. Such specified DOE personnel and/or designated Contractor personnel may be used to assist the project officer in carrying out his or her responsibilities.
3. Point of Contact. The County shall provide DOE with a point of contact for implementation of its responsibilities under this agreement.
4. Progress Reporting.
 - a. Events may occur between the scheduled performance reporting dates which have significant impact upon the award or subaward supported activity. In such cases, the County shall inform the Contracting Officer as soon as the following types of conditions become known:
 - 1) Problems, delays, or adverse conditions, relating to County activities, which will materially impair DOE's ability to meet the objective of this award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - 2) Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
 - c. The County shall prepare and submit the reports indicated on the Federal Assistance Reporting Checklist (provided in Part E of this Agreement) to the addressees and in the number copies designated on the checklist. Preparation of the specified reports shall be in accordance with the direction provided by the DOE Project Officer.

D. STATE OF COLORADO RESPONSIBILITIES

1. Department of Local Affairs (DOLA) The State of Colorado Department of Local Affairs is responsible for providing the State's ten percent (10%) cost share for this project. Its responsibility is limited to providing cost share funds.
2. Colorado Department of Public Health and Environment (CDPHE) The Colorado Department of Public Health and Environment is the State's point of contact for the UMTRA Title I sites in the State of Colorado. CDPHE's role and responsibilities on this project will include oversight and coordination with the DOE to monitor the progress of the contaminant plume migration and associated attenuation. The CDPHE will work with the assist DOE in conducting institutional control oversight. Further roles and responsibilities of CDPHE for UMTRA Title I sites are identified in DOE Cooperative Agreement DE-FC13-98GJ79476, Groundwater Compliance Project Uranium Mill Tailings Remedial Action.

Exhibit A West Rifle Service Area Map
Exhibit B West Rifle Waterline, Master Planning Map

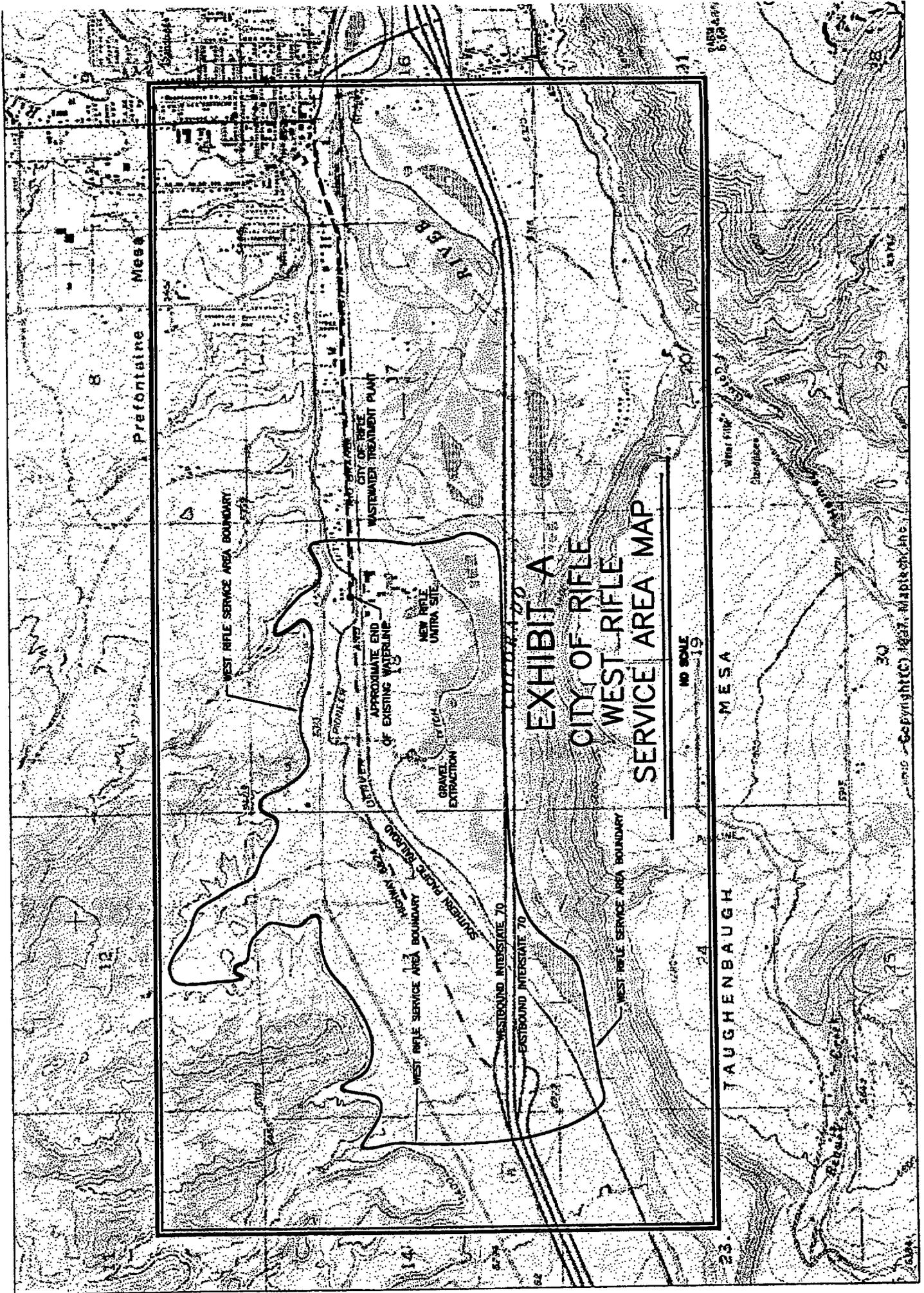


EXHIBIT A
CITY OF RIFLE
WEST RIFLE
SERVICE AREA MAP

NO SCALE

MESA

TAUGHENBAUGH

Prefontaine Mesa

Copyright(C) 1997, MapInfo, Inc.

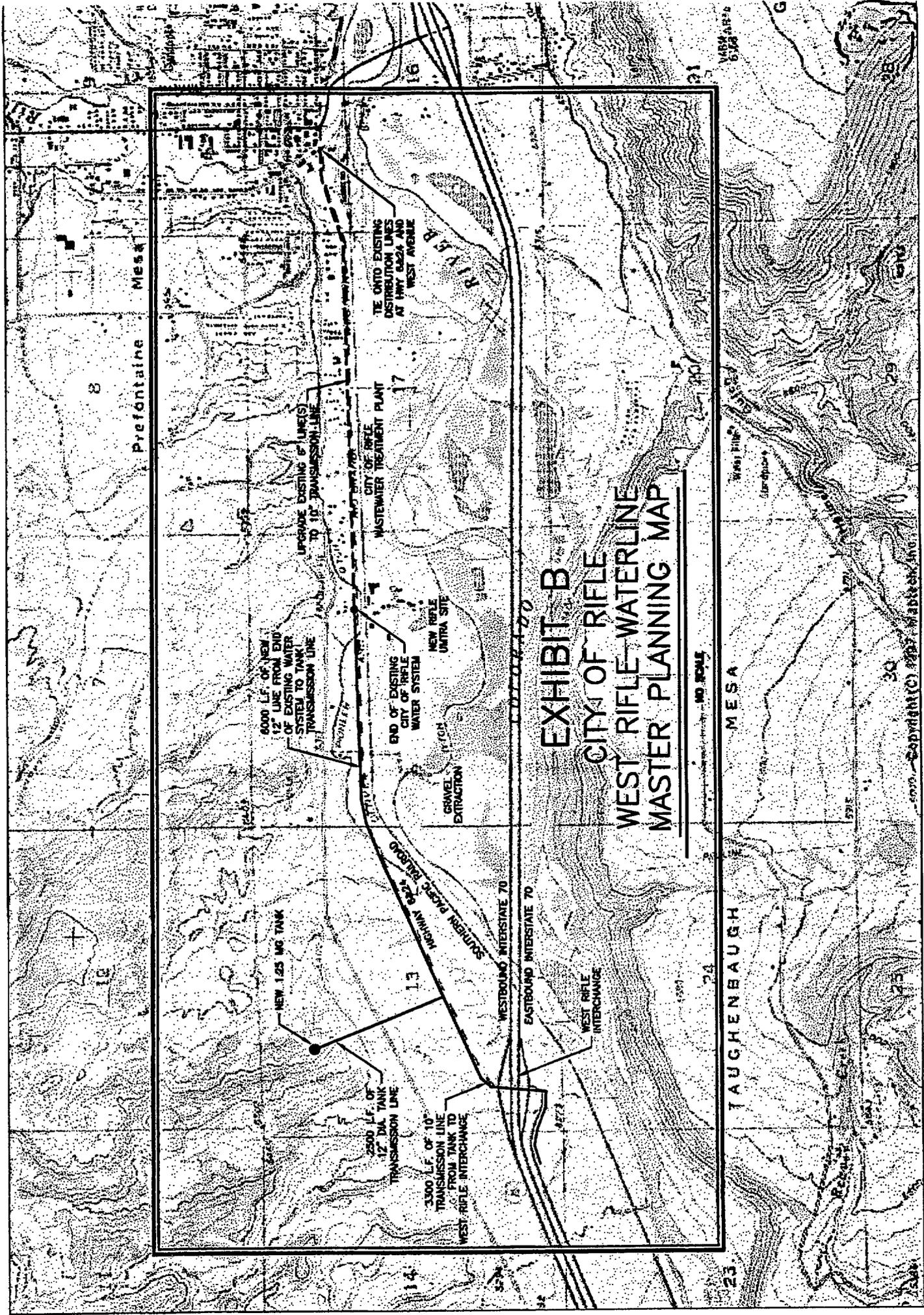


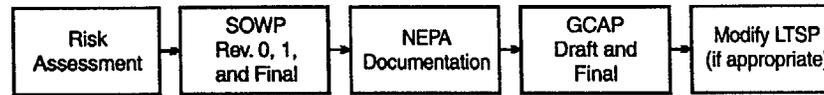
EXHIBIT B
CITY OF RIFLE
WEST RIFLE WATERLINE
MASTER PLANNING MAP

Copyright © 2001 by Madrona, Inc.

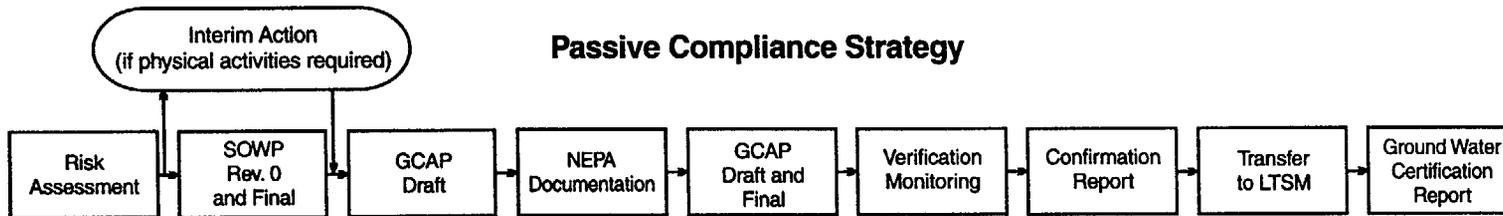
CHART B.1
FLOW CHART OF COST SHARING ACTIVITIES
(Reference Section A, Article XII – Cost Limitations)

UMTRA Ground Water Project Activities Process

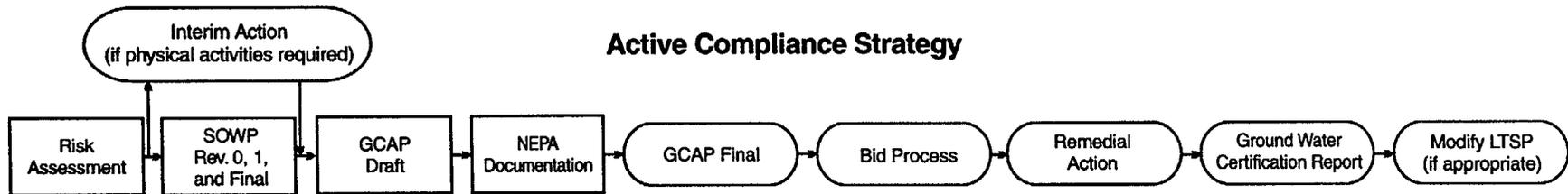
No Further Action Compliance Demonstration Strategy and Demonstrated Compliance With Additional Characterization Strategy



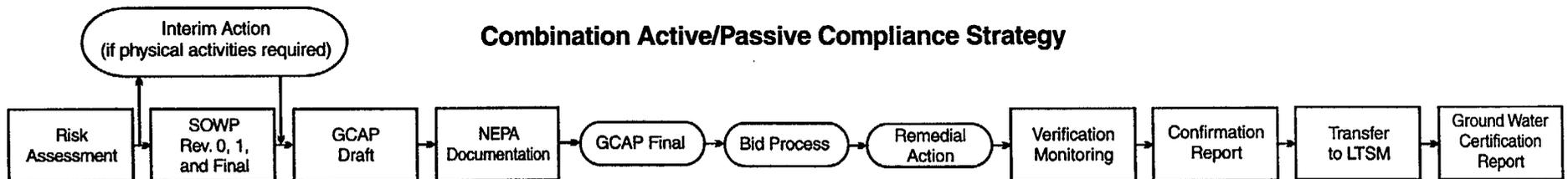
Passive Compliance Strategy



Active Compliance Strategy



Combination Active/Passive Compliance Strategy



State Cost-Shared Activities

Remedial action activities that are cost shared with States are described specifically as

- Engineering costs associated with the development of the detailed design plans and specifications that are required to perform an Active Compliance Demonstration, including any engineering costs incurred to modify the design during the course of the remedial action, and the costs of the remedial action activities.
- Other field work and construction management costs directly related to the performance of an Active Compliance Demonstration to comply with all applicable laws, regulations, DOE orders, etc., governing such remedial action.
- All costs associated with an Interim Action that requires physical construction activities.

In addition, DOE will pay 90 percent of State and 100 percent of tribal-incurred costs that are approved by the DOE Contracting Officer, such as costs associated with document review and plan formulations and other costs to be designated in the Cooperative Agreements under "Allowable Costs."

PART C

SPECIAL AND GENERAL
PROVISIONS

SECTION I – SPECIAL PROVISION
SECTION II – GENERAL PROVISIONS

PART C

SPECIAL AND GENERAL PROVISION
STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS

The terms "grantee," "Recipient," or "contractor" shall be read as "City of Rifle or County of Garfield." The term "subgrant" shall be read as "subaward."

Section I – Special Provisions

- A. Local Advisory Committee: DOE shall not be a member of any state or local advisory committees established in connection with the activities to be performed under this Agreement for the purpose of providing information to and receiving information from the citizens of the State and the localities affected by such compliance action. DOE shall, however, make every reasonable effort to interface with any such committee to the extent requested by the State or the committee.
- B. Permits: The State shall assist, when appropriate, DOE's contractors and subcontractors in obtaining all applicable State permits necessary to perform ground water compliance actions under this Agreement. The State acknowledges that all activities necessary to perform ground water compliance action are a benefit to the State and agrees to assist DOE in an effort to waive all water use charges for any ground water withdrawn by DOE or its contractors or subcontractors as part of the ground water compliance actions, unless prohibited by State of Colorado law or statute.
- C. Inspection: DOE, through any authorized representative, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder the premises in which it is being performed. If DOE makes any inspection or evaluation, the City and County shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of DOE representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- D. Safety and Health:
1. The City and County shall take all reasonable precautions in the performance of the work under this Agreement to protect the health and assure the safety of employees and the public. The City and County shall comply with all applicable federal, state, and local health and safety regulations and requirements including but not limited to those established pursuant to the Occupational Safety and Health Act and with any additional safety and health standards and requirements (including reporting requirements established) established by DOE.
 2. In the event the City and County fails to comply with said regulations, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the Contracting Officer. The City and County shall make no claim for an extension of time or for an equitable adjustment, compensation or damages by reason of or in connection with such work stoppage.
- E. Lobbying: The State agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U. S. C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- F. Notice Regarding the Purchase of American-Made Equipment and Products - Sense of Congress: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

Section II – General Provisions

In accordance with 10 CFR 600.3, and 600.148, the following terms apply to all clauses. Wherever the terms “awardee,” “contractor,” “Recipient,” or “grantee” may appear, change these terms to “City of Rifle and County of Garfield” Wherever the term “grant” may appear change to “Cooperative Agreement”. Wherever the term “subgrantee” may appear change to “subrecipient”.

The following clauses are incorporated into this Cooperative Agreement by reference and have the same force and effect as if they were included herein in full text.

<u>Clause No.</u>	<u>Clause Title</u>	<u>Title Reference</u>
1	Access to Records (MAR 1996)	10 CFR 600.21
2	Additional Technical Data Requirements (APR 1998) and (JUN 1997)	10 CFR 600.27(b)(2) 48 CFR 952.227-73
3	Allowable Cost (JAN 1996)	10 CFR 600.222
4	Audit Requirements (MAR 1996)	10 CFR 600, Subpart E
5	Authorization and Consent (APR 1998)	10 CFR 600.27(b)(3)
6	Cost Sharing or Matching (MAR 1996)	10 CFR 600.123
7	Closeout Procedures (MAR 1996)	10 CFR 600.250
8	Disputes and Appeals (MAR 1996)	10 CFR 600.22
9	Debarment and Suspension (FEB 1996) (AUG 1996)	10 CFR 600.23 and 10 CFR Part 1036
10	Drug-Free Workplace (AUG 1996)	10 CFR Part 1036,
11	Funding (MAR 1996)	10 CFR 600.26
12	Financial Management Systems (JAN 1996)	10 CFR 600.220
13	Noncompliance (MAR 1996)	10 CFR 600.24
14	Nondiscrimination in Federally Assisted Programs (JAN 1994)	10 CFR Part 1040
15	Non-Federal Audit (MAR 1996)	10 CFR 600.226
16	Notice and Assistance Patent and Copyright Infringement (APR 1994)	10 CFR 600.27(b)(6)
17	Patent Indemnity (APR 1998) (APR 1994)	10 CFR 600.27(b)(4) and 48 CFR 52.227-3
18	Patent Right (Long Form) (APR 1998)	10 CFR 600.27(b)(1)

<u>Clause No.</u>	<u>Clause Title</u>	<u>Title Reference</u>
19	Payment (MAR 1996)	10 CFR 600.221
20*	Program Income (MAR 1996)	10 CFR 600.225
21	Property Management (MAR 1996) and (JAN 1996)	10 CFR 600.232 and 10 CFR 600.233
22	Record Retention Requirements (JAN 1996)	10 CFR 600.242
23	Reporting of Royalties (APR 1998)	10 CFR 600.27(b)(7)
24	Restrictions on Lobbying (MAR 1996)	10 CFR 600.28 and 10 CFR Part 601
25	Rights to Data in Application (APR 1998)	10 CFR 600.27(b)(2)
26	Rights in Technical Data (Long Form) (APR 1998)	10 CFR 600.27(b)(2)
27	Subgrants and Contracts Under Grants or Subgrants (MAR 1996) (MAR 1996)	10 CFR 600.237 and 600.27(b)(9)
28	Suspension and Termination (MAR 1996)	10 CFR 600.25

* Clause No. 20, "Program Income" will be applicable only if program income is validated and agreed to by DOE as part of cost share.

The City and County shall also comply with the following:

1. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)--All contracts and subgrants in excess of \$2000 for construction or repair awarded by City and County and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The City and County shall report all suspected or reported violations to the Federal-awarding agency.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the City and County and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum

wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The City and County shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The City and County shall report all suspected or reported violations to the Federal-awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327- 333)--Where applicable, all contracts awarded by City and County in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than $1\frac{1}{2}$ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the City and County to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City and County.

7. Debarment and Suspension (E.O.s 12549 and 12689)—Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the non-procurement portion of the General Services Administration's List of parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals.

PART D
BUDGET INFORMATION

RECIPIENT'S BUDGET INFORMATION

Page 1

Estimated Cost of Master Planned Waterline

<u>Item No.</u>	<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.0	10" Waterline upgrade to exist. System	9900	L.F.	\$35	\$346,500
2.0	12" Waterline new construction, from end of existing City limits to Tank Trans. Line	6000	L.F.	\$38	\$228,000
3.0	12" Tank Transmission Line	2500	L.F.	\$38	\$ 95,000
4.0	10" Waterline from Tank Trans. Line to West Rifle Interchange	3300	L.F.	\$35	\$115,500
5.0	10" Isolation Valves	51	Ea.	\$1,100	\$ 56,100
6.0	12" Isolation Valves	3	Ea.	\$1,300	\$ 3,900
7.0	Fire Hydrants	21	Ea.	\$2,500	\$ 52,500
8.0	0.60 MG Tank Construction	600,000	Gallon	\$0.38	\$228,000
	Subtotal of Project				\$1,125,500
	Survey design and observation and contract administration		8%		\$ 90,000
	Contingency		15%		\$169,000
	ESTIMATED TOTAL OF PROJECT				\$1,384,500

RECIPIENT'S BUDGET INFORMATION

Page 2

Estimated Cost of Garfield County Reverse Osmosis Systems

Reverse Osmosis Systems	22 Each	\$5,000 Unit Cost	\$110,000 Total Cost
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PART E
REPORTING REQUIREMENTS

U.S. DEPARTMENT OF ENERGY
FEDERAL ASSISTANCE REPORTING CHECKLIST

1. IDENTIFICATION NUMBER:

DE-FC13-01GJ49492

2. PROGRAM/PROJECT TITLE:

Ground Water Compliance Project, Uranium Mill Tailings Remedial Action

3. RECIPIENT:

State of Colorado, - City of Rifle, Colorado and County of Garfield, Colorado

4. REPORTING REQUIREMENTS:

	FREQUENCY	NO. OF COPIES	ADDRESSEES
PROGRAM/PROJECT MANAGEMENT REPORTING			
<input type="checkbox"/> DOE F 4600.3, "Federal Assistance Milestone Plan"			
<input type="checkbox"/> DOE F 4600.3A, "Milestone Log"			
<input checked="" type="checkbox"/> DOE F 4600.4, "Federal Assistance Budget Information"	X	1,1	A,B
<input type="checkbox"/> DOE F 4600.5, "Federal Assistance Management Summary Report"			
<input checked="" type="checkbox"/> DOE F 4600.6, "Federal Assistance Program/Project Status Report"	X,Y	1,1	A,B
<input checked="" type="checkbox"/> SF-269 or SFS-269A, "Financial Status Report"	X,Y	1,1	A,B
TECHNICAL INFORMATION REPORTING			
<input type="checkbox"/> DOE F 1430.22, Notice of Energy RD&D			
<input type="checkbox"/> Technical Progress Report			
<input type="checkbox"/> Topical Report			
<input type="checkbox"/> Final Technical Report			
<input type="checkbox"/>			

FREQUENCY CODES AND DUE DATES:

A - As Necessary; within 15 calendar days after events.

F - Final; 90 calendar days after the performance of the effort ends.

Q - Quarterly; within 30 days after end of calendar quarter or portion thereof.

O - One time after project starts; within 30 days after award.

X - Required with proposals or with the application or with significant planning changes.

Y - Yearly; 30 days after the end of program year. (Financial Status Reports 90 days.)

S - Semiannually; within 30 days after end of program fiscal half year.

5. SPECIAL INSTRUCTIONS:

Addressees shown on the next page.

6. PREPARED BY (Signature and Date):

7. REVIEWED BY (Signature and Date):

FEDERAL ASSISTANCE REPORTING CHECKLIST

PURPOSE

This form serves to identify plans and reports selected by the U.S. Department of Energy (DOE) as reporting requirements for the Federal Assistance Program/Project.

INSTRUCTIONS

- Item 1 - Enter the program/project identification number as it appears in the official award.
- Item 2 - Enter the program/project description as it appears in the official award.
- Item 3 - Enter the name of the recipient.
- Item 4 - Checks spaces to indicate plans and reports selected. For each report checked, indicate frequency of delivery in column provided using one of the frequency of delivery codes as shown, as well as the number of copies requested and to whom they should be sent.
- DOE F 4600.3, "Federal Assistance Milestone Plan" - presents, with the accompanying DOE F 4600.3A, "Milestone Log," a schedule of the planned activity.
- DOE F 4600.4, "Federal Assistance Budget Information" - presents the planned costs.
- DOE F 4600.5, "Federal Assistance Management Summary Report" - registers planned progress and costs to actual progress and costs in capsulized format.
- DOE F 4600.6, "Federal Assistance Program/Project Status Report" - periodically reports project status, explains variances and problems, and discusses any other areas of concern or achievements.
- SF-269 and SF-269A, "Financial Status Report," presents the status of funds committed to the project.
- DOE F 1430.22, "Notice of Energy RD&D Project" - provides information on unclassified DOE RD&D Project for dissemination to the scientific, technical, and industrial communities and to the public. Also provides information to the Smithsonian Information Exchange and to the DOE Technical Information Center.
- Technical Progress Report - periodically reports progress and/or results of DOE supported RD&D and scientific projects covering a specific reporting period.
- Topical Report - presents the technical results of work performed on a specific phase of a project.
- Final Technical Report - presents a technical accounting of the total work performed on a project.
- Frequency Codes - Each code represents a specific reporting frequency (such as Quarterly). These time periods are suggested in the program announcement and negotiated at the time of the award.
- Item 5 - Identify any special reporting requirements or instructions not identified in Item No. 4. (Use additional sheets as necessary.)
- Item 6 - Signature of person preparing the checklist and the date prepared. Preparation is by person responsible for program solicitation.
- Item 7 - Signature of the person reviewing the checklist and date reviewed.

REPORT DISTRIBUTION LIST

- A. U.S. Department of Energy
Grand Junction Office
Attn: Don Metzler
2597 B 3/4 Road
Grand Junction, CO 81503

- B. U.S. Department of Energy
Grand Junction Office
Attn: Contracting Officer
2597 B 3/4 Road
Grand Junction, CO 81503

PART F
APPENDIX 1
FORMS

ASSURANCES AND CERTIFICATIONS