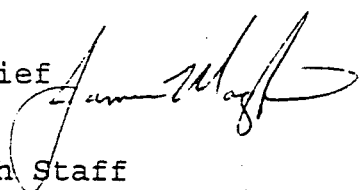


Copies To  
Unit Chiefs  
Kline  
WB:1/2

Date: November 2, 1993

Subject: Michigan SMOA

From: James Mayka, Chief  
MI/WI Branch



To: All MI/WI Branch Staff

Attached is the latest version of the draft State Memorandum of Agreement (SMOA) we have negotiated with MDNR. Though there may be very slight changes prior to its final signature, and it may take some time before senior managers at MDNR sign the document, we have agreed with Bill Bradford and his Section Chiefs that both of our staffs will operate as if this particular draft were already executed.

I expect each of you to read the attached SMOA carefully, and begin immediately complying with its terms. Please pay particular attention to the review timeframes for various deliverables contained in the tables at the end of the document. You should assume that review timeframes refer to the time allowed after receipt of a particular document. I want there to be no doubt in your mind that we're honoring the SMOA now -- we're not waiting for final signatures. Each of Mary Pat, Wendy, Sue and Doug were involved in drafting and reviewing this draft and earlier drafts, to ensure that its provisions were realistic, understandable and in EPA's, as well as MDNR's, best interests for a predictable and accountable relationship.

If you have questions on the interpretation of the document, please raise them with your Section Chief and/or me. I plan to participate in one of your Section meetings in the coming weeks to answer any questions you may have on the SMOA.

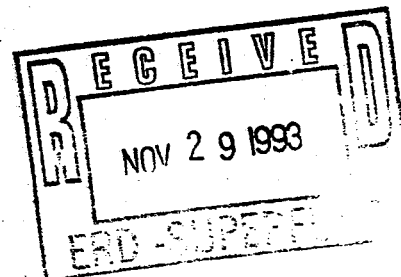
In the near future, I'll be distributing a draft SMOA between EPA and WDNR also. Though the narrative portion of the WDNR SMOA is somewhat different than the MDNR SMOA, the tables of review timeframes are virtually identical -- which will allow you to plan the review of deliverables consistently on your sites, regardless of which State the particular site is in.

I will really appreciate your full cooperation in making these SMOAs a success.

Attachment

cc: Jodi Traub  
John Kelley  
Tom Mateer

Karen Yeates  
Rose Freeman  
Sue Coll



Superfund Memorandum of Agreement

The Michigan Department of Natural Resources and the United States Environmental Protection Agency, Region 5 hereby enter into the following Superfund Memorandum of Agreement.

I. INTRODUCTION - PURPOSE

A. Introduction

This Superfund Memorandum of Agreement ("SMOA") is entered into by the United States Environmental Protection Agency, Region 5 (EPA), and the State of Michigan by its Michigan Department of Natural Resources ("MDNR") (collectively "the Parties") pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), as amended, and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). To the extent this SMOA conflicts with 40 CFR part 35 or the NCP, Part 35 and the NCP are controlling. This agreement does not limit the ultimate enforcement authority of EPA, the United States Government, MDNR or the State of Michigan. This SMOA is not a legally enforceable document.

B. Purpose

This SMOA delineates the respective roles and responsibilities of each Party as they relate to the conduct of the Superfund program to identify and clean up hazardous waste sites in the State of Michigan. Specifically, the purposes of this SMOA are to:

1. Establish the MDNR/EPA relationship with respect to Superfund programmatic activities in order to construct and maintain a cooperative working relationship that best serves the EPA and the State interests. This document assumes adequate funding for the activities specified.
2. Outline the coordination and communication activities of, and the points of contact for, the MDNR and EPA for various phases of the removal program.
3. Define the process to identify, investigate and nominate environmental contamination sites to the National Priorities List (NPL) and to define the roles of the MDNR Pre-Remedial Project Manager (PPM), the EPA Site Assessment Manager (SAM), and the EPA Project Officer (PO).
4. Define the process to designate the "lead agency", the State Project Manager (SPM), the EPA Remedial Project Manager (RPM), the State Project Coordinator (SPC) and the Regional PO for each NPL site in Michigan.

5. Establish procedures for close cooperation and communication between the EPA and MDNR in planning for response activities for optimal use of the Parties' resources, minimizing conflicts and duplication of effort in conducting site-specific response activities.
6. Set the general framework for the MDNR/EPA relationship, so that programmatic and site-specific MDNR/EPA communication is enhanced.

## II. AGREEMENT

NOW, THEREFORE, IT IS AGREED THAT:

### A. Site-Specific Designation of Lead/Support Agency:

#### 1. Pre-Remedial

As of the effective date of this SMOA, the MDNR and EPA will annually determine and mutually agree upon the number of site assessment activities to be performed utilizing State resources. This effort should occur prior to Region 5's receipt of Superfund Comprehensive Accomplishments Plan (SCAP) targets from Headquarters. The MDNR and EPA will discuss and agree on the status of each potential NPL site in the Pre-Remedial process. Site status may be reviewed at any decision point of the Pre-Remedial process and may be

changed by mutual consent, considering site condition, site response status in the State of Michigan Environmental Response Act, 1982 PA 307, as amended, or the EPA program guidance.

#### 2. Remedial

As of the effective date of this SMOA the MDNR is the designated lead agency for remedial activities at selected NPL sites in the State of Michigan. Sites listed on the NPL that have been designated as Federal or State lead, including those which are State enforcement lead sites, are indicated in Attachment A. The MDNR and EPA will attempt to agree annually on the lead agency role for any new sites that are scheduled for remedial activity. In the event that the agencies cannot reach agreement, the EPA will designate the lead agency for a site. Determination of lead will occur prior to the commencement of any enforcement action or commitment of federal funds for response action.

Lead agency designation may be reviewed at any point in the response process. There may be a need to switch the lead agency role during the life of a site cleanup because of changing conditions such as funding needs or enforcement determinations. The switch in lead agency designation will be by mutual consent of the MDNR and EPA. The most logical and reasonable points for a change in the lead agency are prior to Remedial Investigation/Feasibility Study (RI/FS) and after

Record of Decision (ROD) concurrence but before the beginning of Remedial Design (RD) to maintain project continuity.

B. PPM/SAM and SPM/RPM Designations

The MDNR will designate a PPM and the EPA will designate a SAM for the Pre-Remedial program. The MDNR will designate a SPM and the EPA will designate an RPM whenever a site is scheduled for remedial activity.

The SPM/RPM designations for current Michigan NPL sites and the PPM and SAM designations are set forth in Attachment A to this SMOA. This attachment will be updated semiannually.

C. Points of Contact

1. Overall Program Communication, Coordination, and Planning -

The State's Superfund Section Chief and EPA's Michigan/Wisconsin Branch Chief and Michigan Project Officer are responsible for overall program communication and coordination. They should meet quarterly to track progress of the program, to discuss any problems that may have arisen, and to plan for the future.

2. Significant Issues -

The Associate Division Director, Office of Superfund, and MDNR's Environmental Response Division Chief will involve themselves on significant issues that arise and will participate as issues warrant in the twice-yearly evaluation meetings held in the first and third quarters of the year.

3. Cooperative Agreement/SSC Coordination

The State Project Coordinator (SPC) is the primary liaison with the EPA Project Officer (PO).

a. The SPC:

- 1) Coordinates yearly and quarterly SCAP development to ensure adequate and accurate planning coordination with the EPA.
- 2) Coordinates application for, and tracks administration of, all Cooperative Agreements (CA) between the State and the EPA.
- 3) Reviews for completeness and transmits to the PO quarterly technical and financial progress reports for each CA 45 days after the end of each quarter of the Federal Fiscal year.
- 4) Coordinates State activities regarding resolution of program or CA audits.

- 5) Coordinates with the EPA relative to tracking of all work products under CAs.
- 6) Coordinates with the PO to schedule planning and evaluation meetings; prepares response to follow-up reports.

b. EPA Project Officer (PO):

- 1) Coordinates the EPA review of all draft and final applications for and amendments of CA and monitors all State CAs.
- 2) Coordinates with SPC, RPM and others within the EPA to ensure adequate and accurate planning coordination with the State related to State-lead projects under CAs, including coordination of SCAP development.
- 3) Receives all transmittal correspondence, and coordinates review of all work products under CAs, to ensure compliance with the CAs and documentation of that compliance.
- 4) Receives and coordinates review of all quarterly technical and financial progress reports as required by the CAs.
- 5) Coordinates the EPA Superfund Program activities regarding resolution of CA audits.
- 6) Schedules and conducts mid-year and year-end evaluation meetings with the State; prepares follow-up reports documenting agreements reached and discussing any issues.
- 7) Coordinates negotiation of Superfund State Contracts (SSCs) for any remedial action projects designated as "Federal-lead" projects.

4. SPM/RPM and PPM/SAM Interaction and Responsibilities

a. Interaction

The main route of communication and resolution of site-specific technical issues will be through the lead and support agency designated SPMs and RPMs for remedial actions, and the PPM and SAM for pre-remedial activity.

b. Responsibilities

- 1) The State SPM or PPM will, as appropriate:
  - a) Act as the State point of contact for all site-specific issues.
  - b) Manage pre-remedial activities for CERCLIS sites or manage remedial response

activities at State lead sites, including the development and administration of cooperative agreements, development and administration of contracts or contract subagreements, oversight of on-site activities, project documentation, and development and/or review of technical documents and recommendations for remedial response or pre-remedial activities.

- c) Review and take appropriate actions on remedial or pre-remedial submittals from the EPA according to the event schedule in Attachment B of this SMOA.
  - d) Submit work products on State lead sites or pre-remedial activities to the EPA in accordance with the review schedules in Attachment B of this SMOA and the CAs.
  - e) Coordinate with appropriate State and Federal staff to ensure compliance with the CA-approved schedule.
  - f) Provide for community relations activities wherever the State has the lead for community relations at a site.
  - g) Coordinate with SPC and State staff to ensure adequate and timely resolution of SCAP budgeting and fiscal issues.
- 2) The EPA RPM or SAM will, as appropriate:
- a) Act as the EPA point of contact for all pre-remedial or site-specific technical and enforcement issues.
  - b) Recommend approval or disapproval to the EPA PO of the technical and fiscal aspects of CA application, after consideration of site-specific needs.
  - c) Serve as the Regional Site Project Officer (RSPO) for SSCs on Federal-lead sites. This will include provision of reports and other documents to the SPM as provided for in the SSCs.
  - d) In coordination with the EPA Project Officer, review, comment and consult on technical aspects of remedial or pre-remedial submittals from the MDNR according to the event schedule in Attachment B.

Approve as appropriate, or recommend revisions of CA deliverables.

- e) Coordinate with EPA PO and Federal staff to ensure adequate and timely resolution of SCAP budgeting and fiscal issues.
- f) Coordinate with appropriate state and Federal staff to assure adequate progress is made pursuant to SSC and CA-approved schedules and Regional targets.
- g) Submit work products on Federal lead Sites to the State in accordance with applicable SSCs and the review schedules in Attachment B of this SMOA.
- h) Review, comment, recommend approval or revision of or approve as appropriate; technical aspects of submittals from the MDNR according to the event schedule in Attachment B of this SMOA.

5. Removal Program Coordination -

The State Regional Response Team representative and the Removal Branch Chief, assisted by the Chief of Response Section 1 at Grosse Ile, MI, are responsible for overall Removal Program coordination and communication. They will communicate through periodic telephone contacts and meetings, as well as through the Federal Regional Response Team meetings, to discuss issues, problems that may have arisen, progress of the program and to plan future response activities. In addition, the Chief of Response Section 1 at Grosse Ile, Michigan, will maintain a continuing dialogue with the MDNR.

D. Planning/Coordination Processes

1. Bi-annual Planning/Evaluation Processes

- a. Participants in the bi-annual planning/evaluation processes will be at least the State and the EPA Superfund program first and second line supervisors.
- b. Planning and evaluation sessions will be held in the 2nd and 4th quarters between the EPA and MDNR to plan and coordinate State-Federal activities for the coming fiscal year. Evaluation sessions will be held in the 1st and 3rd quarters to evaluate program management by the MDNR and EPA. Meetings shall include discussions and/or negotiations of the following items:

- EPA and State goals and objectives for the coming fiscal year for the removal, pre-remedial and remedial programs

- MDNR/EPA resources (staffing, dollars, workload)
- MDNR/EPA SCAP projections and SPMS targets
- CAs/SSCs
- Schedules for deliverables
- MDNR-lead enforcement sites
- Implementation hurdles:
  - . site-specific
  - . administrative
  - . procedural
- Corrective actions for the EPA or State shortfalls/problems
- SMOA update
- Changes in lead agency designations

b. Results of these sessions shall include:

- Commitments/targets (both State and Federal)
- Schedules for new CAs and SSCs or major amendments
- Amendments to this SMOA
- Lead/Support agency designations
- A summary progress report prepared by the EPA PO, in consultation with the State

2. Ongoing Program Coordination

a) Communication -

In addition to the bi-annual planning/evaluation sessions, the EPA and State Program representatives intend to engage in telephone conference calls and meetings as needed. These calls and meetings will provide opportunity to discuss ongoing and upcoming activities, to discover and resolve problems between the two parties, and to maintain open communication.

b) Program Status Data Management/Exchange -

The State and the EPA recognize and agree upon the need for a simple, effective system for compiling and maintaining Superfund program status data.

The parties agree to consider exchanging Superfund program status through the use of the CERCLIS data base system or another mutually agreed upon project/program data base system.

The Parties will work together to identify problems and to recommend solutions to the data exchange system as necessary.



3. Non-Site-Specific Documents

The EPA PO or the Remedial Response Branch Chief are responsible for providing the SPC or the Superfund Section Chief, as appropriate, with copies of all EPA guidance, policy, regulations, and laws that are made available to the PO and are relevant to Superfund activities.

The State SPC or Superfund Section Chief agree to submit to the EPA PO or Remedial Response Branch Chief, as appropriate, copies of all non-site-specific State guidance, policy, regulations and laws that are relevant to Superfund activities.

E. Inter-Agency Site-Specific Coordination

1. Review and Oversight

Attachment B contains a list of response process submittals which may be generated during the course of a Superfund investigation/response action and designates the base level of EPA/MDNR oversight for each of the submittals. The definitions of review/oversight activities for this attachment are as follows:

a. Review and approve -

Site work or the next response process phase does not proceed until the support agency reviews and provides written approval.

b. Review and comment -

Site work or the next phase may proceed but the lead agency shall incorporate support agency comments (if any), as appropriate, into the site work. Written comments not incorporated into the site work shall be responded to in writing prior to production of final documents, except that comments on draft Fact Sheets, etc., may be responded to by telephone.

c. Submit for information/maintenance of support agency files -

Lead agency submits a document to the support agency for information and maintenance of the support Lead agency file.

It should be noted the level of review/oversight activity established in this article and Attachment B represents the base level of support agency review/oversight. This base level therefore may be modified under various CAs, MSCAs or SSCs that may exist under this umbrella agreement, as site specific situations dictate.

2. Reasonable Notice of Important Activities

The lead agency shall attempt to consult with and provide reasonable notification to the support agency on the scheduling of public meetings, major site actions, negotiation meetings or conference calls, or issuance of press releases, Potentially Responsible Party (PRP) notice letters, and proposed actions under Section 104 and 106.

3. Project/Agency Decision Coordination

a. Removal Activities

The EPA and MDNR agree to share information, including data, for sites where removals have been or will be conducted or where preliminary assessments or site inspections indicate that removals may be required.

The MDNR agrees to identify Applicable or Relevant, and Appropriate Requirements (ARARs) to the EPA in a timely manner. To facilitate this, the MDNR will provide a generic ARARs package to the EPA that may be considered by the On Scene Coordinator (OSC). The State Regional Response Team representative and the OSC will consult on specific state ARARs for specific removal activities. The EPA agrees that, to the extent practicable, the EPA OSC will comply with ARARs.

b. Pre-Remedial Activities

It is agreed that the MDNR and EPA will coordinate their site evaluation and decision making process to accommodate each others' concerns. Specifically:

- 1) For other than Federal Facilities, the MDNR will conduct selected Preliminary Assessment/Site Inspection (PA/SI) activities and will conduct all final Hazard Ranking System (HRS), and NPL nomination activities for CERCLIS sites in the State of Michigan;
- 2) The MDNR and EPA will work together to set priorities for site activities at the PA, SI and Expanded Site Inspection (ESI) stage for each CERCLIS site under evaluation;
- 3) For State lead sites, the MDNR will provide a SI or an ESI work plan to the EPA at a minimum of one month before the planned event and the EPA will provide technical comments and approval within 10 working days of receipt;
- 4) The MDNR will provide PA, SI, and ESI reports and status recommendations according to a quarterly schedule and the EPA will provide technical comments and/or approval within 30 working days of receipt;

- 5) If the EPA and MDNR consider it necessary, the MDNR will identify candidate PA, SI, and ESI sites to the EPA for investigation by the EPA contractor to be performed according to a schedule agreed upon by the EPA and MDNR;
- 6) The MDNR will provide technical review on all EPA contractor SI or ESI work plans within 10 working days of receipt by the MDNR;
- 7) The MDNR will provide to EPA both a technical review and a site status recommendation for all reports submitted by the EPA contractor within 30 working days of receipt by the MDNR;
- 8) The EPA will not task preparation of final HRS score packages to its contractor nor nominate sites to the NPL without obtaining agreement from the MDNR;
- 9) The MDNR will provide concurrence to the EPA of all NPL nominations when the priorities outlined above have been agreed upon by the MDNR and EPA.

c. Remedy Development and Selection

- 1) It is agreed that the EPA and MDNR will discuss the Alternatives Array Document within 30 days of its receipt, at a meeting or conference call, to determine whether any remedies to be considered are inconsistent with the EPA or MDNR philosophies or policies or whether any additional remedies should be considered. If either party determines such an inconsistency or inadequacy to be present, it will communicate in writing, to the other party the nature of the inconsistency or inadequacy and what action(s) might be taken as a result.
- 2) It is agreed that the EPA and MDNR will coordinate their decision making process to best consider each other's concerns. This will include arranging for EPA Branch meetings and MDNR Division review meetings, as appropriate, within 45 days of receipt of the Agency Draft FS. The support agency will attempt to hold a meeting first, in order to have any concerns that may arise voiced at the lead agency meeting. Representatives of both agencies will be invited to participate in these meetings.
- 3) Within the 45 day period, the EPA Remedial Response Branch Chief and the MDNR Superfund Section Chief will confer to determine whether a remedy dispute exists.

d. Post-Remedy Selection Modifications

- 1) Whenever a significant remedy modification is being considered by the lead agency, the lead agency will notify the support agency in writing of the modification under consideration. This notification will include the reason that the modification is being considered, and a description of the proposed modification. After the lead agency and the support agency discuss the proposed modification, the EPA will determine whether the proposed modification will require an explanation of significant difference (ESD) or a ROD amendment.
- 2) If a significant remedy modification is considered during the course of negotiations with PRPs, in addition to the above, the following shall take place:
  - (a) The lead agency shall provide the support agency with copies of any proposals or other submittals relating to the proposed modification to the remedy upon receipt.
  - (b) The lead agency and the support agency shall consult on the proposed modification prior to the lead agency notifying the PRPs of their approval or disapproval of the proposal modification.
- 3) In considering whether a significant modification requires a ROD amendment or an ESD, the following shall apply:
  - (a) A ROD amendment shall be required whenever the proposed modification to the remedy fundamentally alters the hazardous waste management approach selected in the ROD,
  - (b) An ESD shall be required whenever the proposed modification to the remedy incrementally changes a component of a remedy with respect to scope, performance or cost, but does not fundamentally alter the hazardous waste management approach selected in the ROD.

e. Remedial Action Change Orders

Specific provisions to address support agency concerns over potential change orders, will be negotiated as part of site-specific SSCs.

f. Enforcement

It is agreed that the agencies will attempt to coordinate enforcement efforts for individual sites.

The support agency will be given the opportunity to participate in or be a party to negotiations or other enforcement action. When the support agency chooses to participate in negotiations or other enforcement actions, the lead agency will consult with the support agency prior to scheduling meetings or conference calls and prior to making any determinations which might affect the remedy (or other response action), the support agency's role in the conduct of the remedy (or other response action) or the support agency's cost recovery, natural resource damage or other claims. Neither agency may compromise the cost recovery or natural resource damage claim of the other.

- 1) RI/FS - The lead agency will notify the support agency of impending negotiations for the PRP lead RI/FS and provide an opportunity for the support agency to participate. Such notification shall occur at least 1 week prior to issuance of PRP notice letters.
- 2) Remedial Design/Remedial Action (RD/RA) - The EPA and the State will meet to discuss site specific enforcement strategy during the public comment period for the Proposed Plan or at least 1 month prior to any meetings with PRPs to initiate negotiations, whichever comes first.

Along with site specific enforcement issues, discussions will include preliminary decisions on whether the support agency will participate in negotiations and whether a 2 or 3 party agreement is appropriate for the site. Such meetings shall include appropriate technical staff, supervisors and legal counsel.

#### F. Resolution of Disputes

The agencies shall use their best efforts to resolve all differences of opinion informally, promptly, and in good faith. If a dispute arises which the agencies are unable to resolve informally, the agencies agree to initiate a formal dispute resolution process, as described herein. This dispute resolution process may be used for site specific issues to the extent it does not conflict with the dispute resolution process specified in a legally binding document controlling CERCLA activities at a particular site.

1. When State and Federal staff cannot resolve a disagreement, the dispute initiator will refer the issue to the first line supervisors at both agencies. This referral shall be in writing and shall set forth the specific points of the dispute. The receipt date of this referral by both agencies shall be the date which begins the formal dispute resolution process, and therefore starts the clock.

2. The first line supervisors will have 5 working days to resolve the dispute. At a minimum, there will be a conference call between the supervisors. If the first line supervisors cannot resolve the dispute within 5 working days, the first line supervisors shall prepare a written report on the dispute which shall set forth the specific points of the dispute, the positions of the respective agencies and the actions each agency considers necessary to resolve the dispute. These reports shall be prepared, submitted to the next supervisory level and copied to each Agency's management chain through the Division Director/Chief level, within 10 working days of receipt of the dispute referral.
3. Issues not resolved at the first line supervisor's level within the 5 working days will be escalated up the respective agency management chains in accordance with the table below. Each time an issue is escalated to the next higher level, the escalation notice shall be written and shall contain the information specified in #2 above.

EPA and MDNR Management Chain

<u>EPA</u>	<u>MDNR</u>	<u>TIME FRAME</u>
RPM/SAM	SPM/PPM	10 working days
Section Chief	Unit Chief	5 working days
Branch Chief	Section Chief	5 working days
Assoc. Div. Director	Division Chief	5 working days
Regional Administrator	Deputy Director	10 working days

4. The time frames referred to above may be extended by mutual, written agreement.
5. If the agencies reach agreement in step #3 during this process, that agreement/resolution shall be described in writing by the disputing agency and signed by both agencies.
6. If agreement is not reached after escalating the issue through the agencies' management chains, the EPA shall resolve the dispute by providing written notification of the resolution to the MDNR, with the Regional Administrator's signature. The EPA must set forth the basis for its decision in the written notice.
7. If the written resolution does not satisfy the MDNR, the agencies can jointly refer the dispute to the assistant Administrator for Solid Waste and Emergency Response, who will attempt to resolve the dispute. The EPA will endeavor to reach mutual resolution before any decision is made by the EPA to assert a management option. The MDNR understands that the EPA may take that option and, by this agreement, the MDNR does not waive any rights or responsibilities it has in regard to this issue.

G. Reporting

Quarterly progress, significant developments, and procurement reports for State-lead sites under CAs should be submitted in accordance with the new regulatory requirements of 40 CFR 35.6650, 35.6655, and 35.6665, respectively. Reports are due 45 days after the end of each quarter of the Federal fiscal year.

H. Exclusion of Third Party Benefits

This Agreement is intended to benefit only the State and EPA. It extends no benefits or rights to any party, including PRP's, not signatory to this Agreement.

I. Negation of Agency Relationship

Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the EPA and the State.

The parties hereto have executed this Superfund Memorandum of Agreement in two (2) copies, each of which shall be deemed an original.

For the State of Michigan

\_\_\_\_\_  
Director, Department of  
Natural Resources

\_\_\_\_\_  
Date

For the Environmental Protection Agency

\_\_\_\_\_  
Regional Administrator

\_\_\_\_\_  
Date

U.S. EPA/MDNR  
Remedial Investigation/Feasibility Study (RI/FS) Activities

Document	Maximum Review, Notice or Action Time (Calendar Days)	U.S. EPA Role		MDNR Role	
		State-Lead Fund Project (S) (State recommends approvals)	*(See Note) State-Lead Enf. (2-Party) Project (PS) (No Federal Oversight Funding)	U.S. EPA-Lead Fund Project (F)	U.S. EPA Lead 2-Party Enforcement Project
1a) (RI/FS Scoping Meeting)	14	Consultation	Consultation	Consultation	Consultation
b) RI/FS Workplan (incl. CRP, HSP, SP) - (excl. QAPP)	---	---	---	---	---
Draft	30	Comment	Comment	Comment	Comment
Final	14	Approval	Comment	Comment	Comment
2a) (Pre-QAPP Meeting)	14	Consultation	Notified	Notified	Notified
b) QAPP	--	---	---	---	---
1st Draft	30	Comment	---	---	Comment
2nd Draft	14	Comment	---	---	Comment
Final	7	Approval	File	File	Comment
3. Draft Health Assessment	21	Comment	Comment	Comment	Comment
4. RI Technical Memoranda	14	Comment	Comment	Comment	Comment
5. RI Report	---	---	---	---	---
Draft	30	Comment	Comment	Comment	Comment
Final	14	Approval	Comment	Comment	Comment

\* Note: On a site-specific basis, U.S. EPA may or may not agree to provide comments to MDNR throughout the RI/FS process. The column represents U.S. EPA's role, should U.S. EPA elect to so participate.



U.S. EPA/MDNR  
Remedial Investigation/Feasibility Study (RI/FS) Activities

Document	Maximum Review, Notice or Action Time (Calendar Days)	U.S. EPA Role		MDNR Role	
		State-Lead Fund Project (S) (State recommends approvals)	*(See Note) State-Lead Enf. (2-Party) Project (PS) (No Federal Oversight Funding)	U.S. EPA-Lead Fund Project (F)	U.S. EPA Lead 2-Party Enforcement Project
6a) Alternatives Array (ARARs Solicitation)	30	Provide Federal ARARs to State	Provide Federal ARARs to State	Provide State ARARs to U.S. EPA	Provide State ARARs to U.S. EPA
b) Alternatives Array Meeting	30	Consultation	Consultation	Consultation	Consultation
7. Treatability Study Workplan	---	----	-----	-----	-----
Draft	30	Comment	Comment	Comment	Comment
Final	14	Approval	Comment	Comment	Comment
8. FS Report	---	-----	-----	-----	-----
a) Agency Draft FS	45	Comment	Comment	Comment	Comment
b) Public Comment FS	14	Approval	Comment	Comment	Comment
9a) Draft Proposed Plan	14	Comment	Comment	Comment	Comment
b) Final Proposed Plan	2	Approval	Comment	Comment	Comment
10a) Draft ROD	14	Comment	Comment	Comment	Comment
b) Draft Responsiveness Summary	14	Comment	Comment	Comment	Comment
c) Final ROD (incl. Resp. Summary)	7	Approval/ Issuance	Concur/ Non-concur	Concur/ Non-concur	Concur/ Non-concur
11. Draft ESD	14	Comment	Comment	Comment	Comment
Final ESD	7	Approval	Concur/ Non-concur	Concur/ Non-concur	Concur/ Non-concur
12. Draft Fact Sheet/ Update/Progress Report	(2 working days)	Comment	Comment	Comment	Comment

\* (Note: Review times and agency roles for ROD Amendments are identical to those for RODs).

**U.S. EPA/MDNR  
Enforcement Activities**

Document	Maximum Review Time (Calendar Days)	U.S. EPA Role	MDNR Role
1. Draft RD/RA Consent Decree	30	* (See Note) State-Lead Enforcement (2-Party) Project (No Federal Oversight Funding) (PS)	U.S. EPA-Lead Enforcement (2-Party) Project (RP)
2. Draft Scope of Work (SOW) for Consent Decree or Unilateral Admin. Order or Admin. Order by Consent	30	Comment	Comment
3. Revised SOW incorporating support Agency comments (as appropriate)	14	Comment	Comment
4. Proposed changes to SOW during PRP negotiations	As specified by lead Agency	Comment	Comment

^ On a site-specific basis, U.S. EPA may or may not agree to provide comments to MDNR throughout the State-enforcement process. The column represents U.S. EPA's role, should U.S. EPA elect to so participate.

U.S. EPA/MDNR  
Design, Construction, O & M, Deletion Activities

Document/Meeting	Maximum Review, Notice or Action Time (Calendar Days)	U. S. EPA Role		MDNR Role	
		State-Lead Fund Project (S)	* (See Note) State-Lead Enf. (2-party) Project (No Federal funds) (PS)	U.S. EPA - Lead Fund Project (F)	U.S. EPA Lead (2-Party) Enforcement Project (RP)
1. RD Pre-WorkPlan Meeting	14	Consultation	Consultation	Consultation	Consultation
2a) Draft RD Workplan	30	Comment	Comment	Comment	Comment
b) Final RD Workplan	14	Approval	Comment	Comment	Comment
3a) Preliminary (e.g. 30%) Design	30	Comment	Comment	Comment	Comment
b) Preliminary Design Meeting	14	Consultation	Consultation	Consultation	Consultation
4a) Intermediate (e.g. 60%) Design (if required)	30	Comment	Comment	Comment	Comment
b) Intermediate Design Meeting	14	Consultation	Consultation	Consultation	Consultation
5a) Pre-Final (e.g. 95%) Design	45	Comment	Comment	Comment	Comment
b) Pre-Final Design Meeting	14	Consultation	Consultation	Consultation	Consultation
6. Final Design (incl. Bid Specs for "Fund" sites)	14	Approval	Comment	Approval	Comment
7a) Draft Superfund State Contract	21	-----	-----	Comment	-----
b) Final Superfund State Contract	7	-----	-----	Approval	-----

\* On a site-specific basis, U.S. EPA may or may not agree to provide comments to MDNR throughout the Design, Construction and O&M process. The column represents U.S. EPA's role, should U.S. EPA elect to so participate.

U.S. EPA/MDNR  
Design, Construction, O & M, Deletion Activities

Document/Meeting	Maximum Review, Notice or Action Time (Calendar Days)	U. S. EPA Role		MDNR Role	
		State-Lead Fund Project (S)	* (See Note) State-Lead Enf. (2-party) Project (No Federal funds) (PS)	U.S. EPA - Lead Fund Project (F)	U.S. EPA Lead (2-Party) Enforcement Project (RP)
1. RD Pre-WorkPlan Meeting	14	Consultation	Consultation	Consultation	Consultation
2a) Draft RD Workplan	30	Comment	Comment	Comment	Comment
b) Final RD Workplan	14	Approval	Comment	Comment	Comment
3a) Preliminary (e.g. 30%) Design	30	Comment	Comment	Comment	Comment
b) Preliminary Design Meeting	14	Consultation	Consultation	Consultation	Consultation
4a) Intermediate (e.g. 60%) Design (if required)	30	Comment	Comment	Comment	Comment
b) Intermediate Design Meeting	14	Consultation	Consultation	Consultation	Consultation
5a) Pre-Final (e.g. 95%) Design	45	Comment	Comment	Comment	Comment
b) Pre-Final Design Meeting	14	Consultation	Consultation	Consultation	Consultation
6. Final Design (incl. Bid Specs for "Fund" sites)	14	Approval	Comment	Approval	Comment
7a) Draft Superfund State Contract	21	-----	-----	Comment	-----
b) Final Superfund State Contract	7	-----	-----	Approval	-----

\* On a site-specific basis, U.S. EPA may or may not agree to provide comments to MDNR throughout the Design, Construction and O&M process. The column represents U.S. EPA's role, should U.S. EPA elect to so participate.

**U.S. EPA/MDNR  
Design, Construction, O & M, Deletion Activities**

Document/Meeting	Maximum Review, Notice or Action Time Calendar Days)	U.S. EPA ROLE		MDNR ROLE	
		State-Lead Fund Project (S)	* (See Notes) State-Lead Enf. (2-party) Project (No Federal funds) (PS)	U.S. EPA - Lead Fund Project (F)	U.S. EPA Lead (2-Party) Enforcement Project (RP)
8. Pre-Bid Meeting	14	Consultation	-----	Consultation	-----
9. Site Inspections					
a) Construction (periodic)	7	Consultation	Consultation	Consultation	Consultation
b) Pre-Final	7	Consultation	Consultation	Consultation	Consultation
c) Final	7	Consultation	Consultation	Consultation	Consultation
10. Draft RA Completion Report	30	Comment	Comment	Comment	Comment
11a) Draft O&M Plan	30	Comment	Comment	Comment	Comment
b) Final O&M Plan	30	Approval	Comment	Approval	Comment
12. Closeout Report	30	Approval	Comment	Approval	Comment
13a) Draft Deletion Package	21	Comment	Comment	Comment	Comment
b) Final Deletion Package	30	Approval	Approval	Approval	Approval