

STATE OF MISSOURI  
**DEPARTMENT OF NATURAL RESOURCES**

Mel Carnahan, Governor • David A. Shorr, Director

OFFICE OF THE DIRECTOR

P.O. Box 176 Jefferson City, MO 65102-0176 (314)751-4422

FAX (314)751-7627

March 8, 1995

CERTIFIED MAIL--  
 RETURN RECEIPT REQUESTED

Mr. David Adler  
 FUSRAP St. Louis Site Manager  
 Former Sites Restoration Division  
 U.S. Department of Energy  
 Oak Ridge Operations  
 P.O. Box 2001  
 Oak Ridge, TN 37831-8723

Mr. Jim Wagoner, Director  
 Offsite Savannah River Programs  
 East Area Programs  
 U.S. Department of Energy  
 656 Quince Orchard Road, Rm. 492  
 Gaithersburg, MD 20585

Dear Messrs. Adler and Wagoner:

Enclosed please find a revised draft of the Federal Facility Agreement identifying the Missouri Department of Natural Resources as a party to the cleanup of the Formerly Utilized Sites Remedial Action Program (FUSRAP) sites in the St. Louis area. Additions to the agreement are identified in bold and deletions are bracketed []. Also indicated are four areas where additional information is requested.

Included is an application for funding to support the state's role in oversight activities. This application proposes a budget of approximately \$2.5 million expended over the next five years. This level of funding provides for the state's full participation as the FUSRAP project moves into site remediation. The Environmental Protection Agency advised us that the limited funding previously used to support the states oversight is no longer available. We believe our participation is critical to the successful conclusion of this project. Without financial support by DOE it will be seriously hampered.

Mar 15 4 17 PM '95

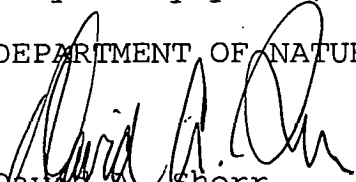
Messrs. Adler and Wagoner  
Page 2

We clearly see a positive momentum thus far in this project. The initial removal of contaminated soils from the residential properties along with the formation of the St. Louis Site Remediation Task Force established a means of addressing the cleanup in a timely and acceptable fashion. We wish to continue working with DOE in a proactive mode, identifying concerns as early as possible and jointly formulating methods to address them.

I would appreciate your immediate attention to this critical issue. Please contact me at your earliest convenience to resolve any outstanding questions and finalize the agreement.

Very truly yours,

DEPARTMENT OF NATURAL RESOURCES



David A. Shorr  
Director

DAS:rga

Enclosures

127977

MISSOURI DEPARTMENT OF NATURAL RESOURCES

FUNDING SUMMARY

COMPLETE FOR ALL GRANTS

CHECK FOR GRANT APPLICATIONS		<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision <input type="checkbox"/> Amendment							
Grant Name	Grant Number	Funding Agency Project Officer							
FUSRAP		David Adler							
Grant Agency		Federal Fund Source							
U.S. Department of Energy		Fund 0140							
Project Period: 1/1/95 - 12/31/99		Budget Period: 1/1/95 - 12/31/95							
PURPOSE OR DESCRIPTION									
LIST ALL SUPPORTING PROGRAMS, SUBGRANTS, OR CONTRACTORS SEPARATELY									
BUDGET BY OBJECT	COLUMN TOTALS	FUNDED PROGRAMS	HWP	ESP	DGLS	MDOH			
PERSONNEL	188,567		157,252	20,736	7,815	2,765			
FRINGE (*%)	53,093		44,345	5,848	2,204	697			
TRAVEL	18,625		15,294	2,271	757	303			
EQUIPMENT	85,929		70,559	10,479	3,493	1,397			
SUPPLIES	2,153		1,767	263	88	35			
CONTRACTS	78,525		3,525	75,000	0	0			
CONSTRUCTION	0		0	0	0	0			
OTHER	35,827		29,419	4,369	1,456	583			
TOTAL DIRECT	462,718		322,161	118,966	15,813	5,779			
INDIRECT (19.3%)			48,559	20,938	1,700	1,709			
TOTAL GRANT	\$535,625		\$370,720	\$139,904	\$17,513	\$7,488			
STATE MATCH (0 %)			FEDERAL FUNDS		FEDERAL FUNDS	FEDERAL FUNDS			
BY FUNDING SOURCE									
Appropriation by Program	Comments	Differences of \$1 to \$2 due to rounding.							
Cost Center (fund) (purpose)		Fringo: DNR: 28.2% MDOH: 25.2%							
		Indirect: DEQ: 19.3% DGLS: 13.8% MDOH: 39%							
Major Field Codes by Program									
Project Grant Code									
Reporting Requirement (SEA, FSR, Quarterly Status, or any other)									
FSR, Annual									
Forecasted Spending	First fiscal year 1995				Second Fiscal Year 1996				
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
(Specify months included in quarters)			Jan - Mar 133,906	Apr - Jun 133,906	Jul - Aug 133,906	Sep - Dec 133,907	Jan - Mar 120,654	Apr - Jun 120,654	
	Third fiscal year 1997				Total for 1st year				
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	\$267,812				
	120,655	120,655	115,382	115,383	Total for 2nd year				
					\$509,121				
					Total for 3rd year				
					\$472,075				
PROJECT OFFICER SIGNATURE	DATE		PROGRAM DIRECTOR SIGNATURE		DATE				
DIVISION DIRECTOR SIGNATURE		DATE							

127977

MISSOURI DEPARTMENT OF NATURAL RESOURCES

FUNDING SUMMARY

COMPLETE FOR ALL GRANTS

CHECK FOR GRANT APPLICATIONS		<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision <input type="checkbox"/> Amendment						
Grant Name	Grant Number	Funding Agency Project Officer						
FUSRAP		David Adler						
Grant Agency		Federal Fund Source						
U.S. Department of Energy		Fund 0140						
Project Period: 1/1/95 - 12/31/99		Budget Period: 1/1/96 - 12/31/96						
PURPOSE OR DESCRIPTION								
LIST ALL SUPPORTING PROGRAMS, SUBGRANTS, OR CONTRACTORS SEPARATELY								
BUDGET BY OBJECT	COLUMN TOTALS	FUNDED PROGRAMS	HWP	ESP	DGLS	MDOH		
PERSONNEL	194,224		161,969	21,358	8,049	2,848		
FRINGE (*%)	54,686		45,675	6,023	2,270	718		
TRAVEL	18,625		15,294	2,271	757	303		
EQUIPMENT	30,000		30,000	0	0	0		
SUPPLIES	2,153		1,767	263	88	35		
CONTRACTS	78,525		3,525	75,000	0	0		
CONSTRUCTION	0		0	0	0	0		
OTHER	31,027		25,477	3,784	1,261	505		
TOTAL DIRECT	409,240		283,708	108,699	12,425	4,408		
INDIRECT (19.3%)			48,966	20,979	1,715	1,719		
<b>TOTAL GRANT</b>	<b>\$482,618</b>		<b>\$332,674</b>	<b>\$129,678</b>	<b>\$14,140</b>	<b>\$6,127</b>		
STATE MATCH ( 0 % )			FEDERAL FUNDS		FEDERAL FUNDS	FEDERAL FUNDS		
BY FUNDING SOURCE								
Appropriation by Program Cost Center (fund) (purpose)	Comments Differences of \$1 to \$2 due to rounding. Fringe: DNR: 28.2% MDOH: 25.2% Indirect: DEQ: 19.3% DGLS: 13.8% MDOH: 39%							
Major Field Codes by Program Project Grant Code								
Reporting Requirement (SEA, FSR, Quarterly Status, or any other)								
FSR, Annual								
Forecasted Spending  (Specify months included in quarters)	First fiscal year 1996				Second Fiscal Year 1997			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
			Jan-Mar 120,654	Apr-Jun 120,654	Jul-Aug 120,655	Sep-Dec 120,655	Jan-Mar 115,382	Apr-Jun 115,383
	Third fiscal year 1998				Total for 1st year			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	\$241,308			
	115,383	115,383	117,678	117,678	\$472,075			
				Total for 3rd year				\$466,122
PROJECT OFFICER SIGNATURE			DATE	PROGRAM DIRECTOR SIGNATURE			DATE	
<i>David Adler</i>				<i>Ed Adler</i>			2-1-95	
DIVISION DIRECTOR SIGNATURE								
			83T					

127977

## MISSOURI DEPARTMENT OF NATURAL RESOURCES

## FUNDING SUMMARY

COMPLETE FOR ALL GRANTS

CHECK FOR GRANT APPLICATIONS		<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision <input type="checkbox"/> Amendment						
Grant Name	Grant Number	Funding Agency Project Officer						
FUSRAP		David Adler						
Grant Agency		Federal Fund Source						
U.S. Department of Energy		Fund 0140						
Project Period: 1/1/95 - 12/31/99		Budget Period: 1/1/97 - 12/31/97						
PURPOSE OR DESCRIPTION								
LIST ALL SUPPORTING PROGRAMS, SUBGRANTS, OR CONTRACTORS SEPARATELY								
BUDGET BY OBJECT	COLUMN TOTALS	FUNDED PROGRAMS	HWP	ESP	DGLS	MDOH		
PERSONNEL	200,051		166,828	21,999	8,291	2,933		
FRINGE (*%)	56,327		47,046	6,204	2,338	739		
TRAVEL	18,625		15,294	2,271	757	303		
EQUIPMENT	0		0	0	0	0		
SUPPLIES	2,153		1,767	263	88	35		
CONTRACTS	78,525		3,525	75,000	0	0		
CONSTRUCTION	0		0	0	0	0		
OTHER	31,027		25,477	3,784	1,261	505		
TOTAL DIRECT	386,707		259,938	109,520	12,735	4,514		
INDIRECT (19.3%)			50,168	21,137	1,757	1,761		
<b>TOTAL GRANT</b>	<b>\$461,531</b>		<b>\$310,105</b>	<b>\$130,657</b>	<b>\$14,492</b>	<b>\$6,275</b>		
STATE MATCH (0 %)			FEDERAL FUNDS		FEDERAL FUNDS	FEDERAL FUNDS		
BY FUNDING SOURCE								
Appropriation by Program	Comments							
Cost Center (fund) (purpose)	Differences of \$1 to \$2 due to rounding.							
	Fringe: DNR: 28.2% MDOH: 25.2%							
	Indirect: DEQ: 19.3% DGLS: 13.8% MDOH: 39%							
Major Field Codes by Program								
Project Grant Code								
Reporting Requirement (SEA, FSR, Quarterly Status, or any other)								
FSR, Annual								
Forecasted Spending (Specify months included in quarters)	First fiscal year 1997				Second Fiscal Year 1998			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
			Jan-Mar 115,382	Apr-Jun 115,383	Jul-Aug 115,383	Sep-Dec 115,383	Jan-Mar 117,678	Apr-Jun 117,678
	Third fiscal year 1999				Total for 1st year			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	\$230,765			
	117,678	117,678	120,041	120,041	\$466,122			
					Total for 3rd year			
					\$475,438			
PROJECT OFFICER SIGNATURE			DATE	PROGRAM DIRECTOR SIGNATURE			DATE	
<i>David Adler</i>				<i>Ed Adler</i>			2-1-96	
DIVISION DIRECTOR SIGNATURE			DATE					
			837					

127977

## MISSOURI DEPARTMENT OF NATURAL RESOURCES

## FUNDING SUMMARY

COMPLETE FOR ALL GRANTS

<b>CHECK FOR GRANT APPLICATIONS</b>		<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision <input type="checkbox"/> Amendment						
Grant Name	Grant Number	Funding Agency Project Officer						
FUSRAP		David Adler						
Grant Agency		Federal Fund Source						
U.S. Department of Energy		Fund 0140						
Project Period: 1/1/95 - 12/31/99		Budget Period: 1/1/98 - 12/31/98						
<b>PURPOSE OR DESCRIPTION</b>								
<b>LIST ALL SUPPORTING PROGRAMS, SUBGRANTS, OR CONTRACTORS SEPARATELY</b>								
<b>BUDGET BY OBJECT</b>	<b>COLUMN TOTALS</b>	<b>FUNDED PROGRAMS</b>	<b>HWP</b>	<b>ESP</b>	<b>DGLS</b>	<b>MDOH</b>		
PERSONNEL	206,053		171,833	22,659	8,540	3,021		
FRINGE (*%)	58,016		48,457	6,390	2,408	761		
TRAVEL	18,625		15,294	2,271	757	303		
EQUIPMENT	0		0	0	0	0		
SUPPLIES	2,153		1,767	263	88	35		
CONTRACTS	78,525		3,525	75,000	0	0		
CONSTRUCTION	0		0	0	0	0		
OTHER	31,027		25,477	3,784	1,261	505		
TOTAL DIRECT	394,399		266,354	110,366	13,054	4,625		
INDIRECT (19.3%)			51,406	21,301	1,802	1,904		
<b>TOTAL GRANT</b>	<b>\$470,712</b>		<b>\$317,760</b>	<b>\$131,667</b>	<b>\$14,856</b>	<b>\$6,429</b>		
STATE MATCH ( 0 % )			FEDERAL FUNDS		FEDERAL FUNDS	FEDERAL FUNDS		
BY FUNDING SOURCE								
Appropriation by Program	Comments: Differences of \$1 to \$2 due to rounding.							
Cost Center (fund) (purpose)	Fringe: DNR: 28.2% MDOH: 25.2%							
	Indirect: DEQ: 19.3% DGLS: 13.8% MDOH: 39%							
Major Field Codes by Program								
Project Grant Code								
Reporting Requirement (SEA, FSR, Quarterly Status, or any other)								
FSR, Annual								
Forecasted Spending (Specify months included in quarters)	First fiscal year 1998				Second Fiscal Year 1999			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
			Jan-Mar 117,678	Apr-Jun 117,678	Jul-Aug 117,678	Sep-Dec 117,678	Jan-Mar 120,041	Apr-Jun 120,041
	Third fiscal year 2000				Total for 1st year			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total for 2nd year			
	120,042	120,042	0	0	Total for 3rd year			
PROJECT OFFICER SIGNATURE		DATE		PROGRAM DIRECTOR SIGNATURE		DATE		
<i>[Signature]</i>				<i>[Signature]</i>		7-1-98		
DIVISION DIRECTOR SIGNATURE						DATE		

837

127977

MISSOURI DEPARTMENT OF NATURAL RESOURCES

FUNDING SUMMARY

COMPLETE FOR ALL GRANTS

<b>CHECK FOR GRANT APPLICATIONS</b>		<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision <input type="checkbox"/> Amendment						
Grant Name	Grant Number	Funding Agency Project Officer						
FUSRAP		David Adler						
Grant Agency		Federal Fund Source						
U.S. Department of Energy		Fund 0140						
Project Period: 1/1/95 - 12/31/99		Budget Period: 1/1/99 - 12/31/99						
<b>PURPOSE OR DESCRIPTION</b>								
<b>LIST ALL SUPPORTING PROGRAMS, SUBGRANTS, OR CONTRACTORS SEPARATELY</b>								
<b>BUDGET BY OBJECT</b>	<b>COLUMN TOTALS</b>	<b>FUNDED PROGRAMS</b>	<b>HWP      ESP      DGLS      MDOH</b>					
PERSONNEL	212,234		176,988    23,339    8,796    3,112					
FRINGE (*%)	59,756		49,911    6,581    2,480    784					
TRAVEL	18,625		15,294    2,271    757    303					
EQUIPMENT	0		0    0    0    0					
SUPPLIES	2,153		1,767    263    88    35					
CONTRACTS	78,525		3,525    75,000    0    0					
CONSTRUCTION	0		0    0    0    0					
OTHER	31,027		25,477    3,784    1,261    505					
TOTAL DIRECT	402,320		272,962    111,238    13,382    4,738					
INDIRECT (19.3%)			52,682    21,469    1,847    1,848					
<b>TOTAL GRANT</b>	<b>\$480,166</b>		<b>\$325,644    \$132,706    \$15,229    \$6,586</b>					
STATE MATCH (0 %)		FEDERAL FUNDS	FEDERAL FUNDS    FEDERAL FUNDS					
BY FUNDING SOURCE								
Appropriation by Program	Comments: Differences of \$1 to \$2 due to rounding.							
Cost Center (fund) (purpose)	Fringe: DNR: 28.2%    MDOH: 25.2%							
	Indirect: DEQ: 19.3%    DGLS: 13.8%    MDOH: 39%							
Major Field Codes by Program								
Project Grant Code								
Reporting Requirement (SEA, FSR, Quarterly Status, or any other)								
FSR, Annual								
Forecasted Spending (Specify months included in quarters)	First fiscal year    1999				Second Fiscal Year    2000			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
			Jan - Mar 120,041	Apr - Jun 120,041	Jul - Aug 120,042	Sep - Dec 120,042	Jan - Mar 0	Apr - Jun 0
	Third fiscal year				Total for 1st year    \$240,082			
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total for 2nd year    \$240,084			
	0	0	0	0	Total for 3rd year    \$0			
PROJECT OFFICER SIGNATURE			DATE	PROGRAM DIRECTOR SIGNATURE			DATE	
<i>David Adler</i>				<i>Ed Adler</i>			2-1-99	
DIVISION DIRECTOR SIGNATURE			DATE					
			<i>EST</i>					

# APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED

Applicant Identifier

127977

1. TYPE OF SUBMISSION:

☐ Application  
☐ Construction

☐ Preapplication  
☐ Construction

☒ Non-Construction

☐ Non-Construction

3. DATE RECEIVED BY STATE

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

5. APPLICANT INFORMATION

Legal Name:

Missouri Dept. of Natural Resources

Organizational Unit:

Hazardous Waste Program

Address (give city, county, state, and zip code):

P.O. Box 176  
Jefferson City, MO 65102

Name and telephone number of the person to be contacted on matters involving this application (give area code)

Hans Juengermann  
(314) 751-3176

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

6 9 - 0 4 3 0 0 1

8. TYPE OF APPLICATION:

☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐

A. Increase Award B. Decrease Award C. Increase Duration  
D. Decrease Duration Other (specify):

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

8 1 0 9 2

TITLE: Environmental Restoration

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):

7. TYPE OF APPLICANT: (enter appropriate letter in box)

A

A. State H. Independent School Dist.  
B. County I. State Controlled Institution of Higher Learning  
C. Municipal J. Private University  
D. Township K. Indian Tribe  
E. Interstate L. Individual  
F. Intermunicipal M. Profit Organization  
G. Special District N. Other (Specify):

9. NAME OF FEDERAL AGENCY:

U.S. Dept. of Energy

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Technical review and service for implementation of the Dept. of Energy's Formerly Utilized Sites Remedial Action Program (FUSRAP)

13. PROPOSED PROJECT:

Start Date

Ending Date

1/1/95

12/31/99

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant

4th

b. Project

St. Louis County, MO

St. Charles County, MO

15. ESTIMATED FUNDING:

a. Federal	\$	2,430,652	.00
b. Applicant	\$		.00
c. State	\$		.00
d. Local	\$		.00
e. Other	\$		.00
f. Program Income	\$		.00
g. TOTAL	\$	2,430,652	.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE 11/4/94

b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation.

☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative

David M. Shorr

b. Title

Director

c. Telephone number

(314) 751-4732

d. Signature of Authorized Representative

e. Date Signed

MAR -8 1995

Previous Editions Not Usable

Standard Form 424 (REV 4-88)  
Prescribed by OMB Circular A-102

Authorized for Local Reproduction



127977

## INSTRUCTIONS FOR THE SF 424

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry:   | Item: | Entry:   |
|-------|--|-------|--|
| 1.    | Self-explanatory.  | 12.   | List only the largest political entities affected (e.g., State, counties, cities).   |
| 2.    | Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable).  | 13.   | Self-explanatory.  |
| 3.    | State use only (if applicable).  | 14.   | List the applicant's Congressional District and any District(s) affected by the program or project.  |
| 4.    | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.  | 15.   | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5.    | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application.   | 16.   | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.  |
| 6.    | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.  | 17.   | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.  |
| 7.    | Enter the appropriate letter in the space provided.  | 18.   | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)  |
| 8.    | Check appropriate box and enter appropriate letter(s) in the space(s) provided:<br>— "New" means a new assistance award.<br>— "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.<br>— "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. |       |  |
| 9.    | Name of Federal agency from which assistance is being requested with this application.   |       |  |
| 10.   | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.  |       |  |
| 11.   | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.  |       |  |

# BUDGET INFORMATION - Non-Construction Programs

OMB App. No. 0348-0044

## SECTION A - BUDGET SUMMARY

Grant Program Function of Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. FUSRAP	81-092	\$	\$	\$	\$	\$ *
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

## SECTION B - BUDGET CATEGORIES

6 Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) First Year	(2) Second Year	(3) Third Year	(4) Fourth Year	
a. Personnel	\$ 188,567	\$ 194,224	\$ 200,051	\$ 206,053	\$ *
b. Fringe Benefits	53,093	54,686	56,326	58,016	
c. Travel	18,625	18,625	18,625	18,625	
d. Equipment	85,929	30,000	0	0	
e. Supplies	2,153	2,153	2,153	2,153	
f. Contractual	78,525	78,525	78,525	78,525	
g. Construction	0	0	0	0	
h. Other	35,827	31,027	31,027	31,027	
i. Total Direct Charges (sum of 6a - 6h)	462,718	409,240	386,708	394,399	
j. Indirect Charges	72,906	73,379	74,823	76,313	
k. TOTALS (sum of 6i and 6j)	\$ 535,625	\$ 482,618	\$ 461,531	\$ 470,712	\$
7. Program Income	\$	\$	\$	\$	\$

\*See next page  
 \*\*Differences of \$1 to \$2 due to rounding

Authorized for Local Reproduction

Standard Form 424A (4-88)  
 Prescribed by OMB Circular A-102

666681

# BUDGET INFORMATION - Non-Construction Programs

OMB App. No. 0348-0044

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. FUSRAP	81-092	\$	\$	\$ 2,430,652	\$	\$ 2,430,652
2.						
3.						
4.						
5. TOTALS		\$	\$	\$ 2,430,652	\$	\$ 2,430,652

## SECTION B - BUDGET CATEGORIES

6 Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (\$)
	(1) Fifth Year	(2)	(3)	(4)	
a. Personnel	\$ 212,234	\$	\$	\$	\$ 1,001,129
b. Fringe Benefits	59,757				281,878
c. Travel	18,625				93,125
d. Equipment	0				115,929
e. Supplies	2,153				10,765
f. Contractual	78,525				392,625
g. Construction	0				0
h. Other	31,027				159,935
i. Total Direct Charges (sum of 6a - 6h)	402,321				2,055,386
j. Indirect Charges	77,846				375,267
k. TOTALS (sum of 6i and 6j)	\$ 480,166	\$	\$	\$	\$ 2,430,652
7. Program Income	\$	\$	\$	\$	\$

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### SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTALS (sum of lines 8 and 11)	\$	\$	\$	\$

### SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 535,625	\$ 133,906	\$ 133,906	\$ 133,906	\$ 133,906
14. NonFederal					
15. TOTAL (sum of lines 13 and 14)	\$ 535,625	\$ 133,906	\$ 133,906	\$ 133,906	\$ 133,906

### SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. FUSRAP	\$ 535,625	\$ 482,618	\$ 461,531	\$ 470,712
17.				
18.				
19.				
20. TOTALS (sum of lines 16 -19)	\$ 535,625	\$ 482,618	\$ 461,531	\$ 470,712

### SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets if Necessary)

21. Direct Charges:	22. Indirect Charges: DEQ: 28.2% DGLS: 13.8% DOH:25.2%
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23. Remarks
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### SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTALS (sum of lines 8 and 11)	\$	\$	\$	\$

### SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. NonFederal					
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

### SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	Fifth	FUTURE FUNDING PERIODS (Years)		
	(b) <del>XXXX</del>	(c) Second	(d) Third	(e) Fourth
16. FUSRAP	\$ 480,166	\$	\$	\$
17.				
18.				
19.				
20. TOTALS (sum of lines 16 - 19)	\$	\$	\$	\$

### SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets if Necessary)

21. Direct Charges:	22. Indirect Charges:
23. Remarks	

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BUDGET BREAKDOWN FOR DOE FUSRAP  
 BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

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YEAR 1

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HWP/ADM	3,914	0.10	12.00	4,697
SECTION CHIEF	HWP/ADM	2,887	0.10	12.00	3,464
MANAGEMENT ANALYST SPECIALIST II	HWP/ADM	2,351	0.25	12.00	7,053
ENVIRONMENTAL SECTION CHIEF	HWP/FF	3,142	0.10	12.00	3,770
ENVIRONMENTAL ENGINEER IV	HWP/FF	3,812	0.75	12.00	34,308
ENVIRONMENTAL ENGINEER VII	HWP/FF	2,498	1.00	12.00	29,976
ENVIRONMENTAL ENGINEER III	HWP/FF	3,076	1.00	12.00	36,912
ENVIRONMENTAL ENGINEER III	HWP/FF	2,825	0.25	12.00	8,475
ENVIRONMENTAL SPECIALIST III	HWP/FF	2,304	0.50	12.00	13,824
CLERK TYPIST II	HWP/FF	1,231	1.00	12.00	14,772
GEOLOGIST III	DGLS	2,805	0.25	12.00	7,815
ENVIRONMENTAL SPECIALIST III	ESP	2,304	0.75	12.00	20,736
ENVIRONMENTAL SPECIALIST III	MDOH	2,304	0.10	12.00	2,765
SUBTOTAL:			6.15		188,567
FRINGE BENEFITS-DNR(28.2%)					52,396
FRINGE BENEFITS-DOH(25.2%)					697
TOTAL PERSONAL SERVICE:					241,660

EXPENSE AND EQUIPMENT

TRAVEL

Instate (State transportation expense \$1,461 per FTE)	8,985
Outstate (Airfare for 8 trips @ \$800 per trip for training)	6,400
Lodging (24 days @ \$110/day)	2,640
Meals (24 days @ \$25/day)	600
	18,625

EQUIPMENT

EDP Equipment (\$5,500 per FTE)	33,825
Office Equipment (\$1,838 per FTE)	11,304
2 Four-Wheel Drive Vehicles for Site Visits (Estimated cost)	40,000
Fax machine	800
	85,929

SUPPLIES

Office Supplies (\$350 per FTE)	2,153
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CONTRACTS

Medical Monitoring (\$750 per FTE)*	3,525
Sampling Costs	75,000
	78,525

OTHER

Office Expense (\$976 per FTE)	6,002
Communication Expense (\$846 per FTE)	5,203
Rental-Office Space (\$800/month)	9,600
Data Processing Expense (\$163 per FTE)	1,002
Institutional & Physical Plant Expense (\$1,872 per FTE)	11,119
Training (4 courses @ \$725 per course)	2,900
	35,827

TOTAL EXPENSE AND EQUIPMENT:

221,058

PERSONAL SERVICE	241,660
EXPENSE AND EQUIPMENT	221,058
INDIRECT RATE for DEQ (19.3% Not included on Equipment)	69,497
INDIRECT RATE for DGLS (13.8% Not included on Equipment)	1,700
INDIRECT RATE for DOH (39.0% Not included on Equipment)	1,709
TOTAL	535,625

\*Does NOT Include Clerical or Administrative FTE

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BUDGET BREAKDOWN FOR DOE FUSRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

YEAR 2

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HWP/ADM	4,031	0.10	12.00	4,838
SECTION CHIEF	HWP/ADM	2,974	0.10	12.00	3,568
MANAGEMENT ANALYST SPECIALIST II	HWP/ADM	2,422	0.25	12.00	7,265
ENVIRONMENTAL SECTION CHIEF	HWP/FF	3,236	0.10	12.00	3,884
ENVIRONMENTAL ENGINEER IV	HWP/FF	3,926	0.75	12.00	35,337
ENVIRONMENTAL ENGINEER I/II	HWP/FF	2,573	1.00	12.00	30,875
ENVIRONMENTAL ENGINEER III	HWP/FF	3,168	1.00	12.00	38,019
ENVIRONMENTAL ENGINEER III	HWP/FF	2,910	0.25	12.00	8,729
ENVIRONMENTAL SPECIALIST III	HWP/FF	2,373	0.50	12.00	14,239
CLERK TYPIST II	HWP/FF	1,268	1.00	12.00	15,215
GEOLOGIST III	DGLS	2,683	0.25	12.00	8,049
ENVIRONMENTAL SPECIALIST III	ESP	2,373	0.75	12.00	21,358
ENVIRONMENTAL SPECIALIST III	MDOH	2,373	0.10	12.00	2,848
SUBTOTAL:			6.15		194,224
FRINGE BENEFITS-DNR(28.2%)					53,968
FRINGE BENEFITS-DOH(25.2%)					718
TOTAL PERSONAL SERVICE:					248,910

EXPENSE AND EQUIPMENT

TRAVEL

Instate (State transportation expense \$1,461 per FTE)	8,985
Outstate (Airfare for 8 trips @ \$800 per trip for training)	6,400
Lodging (24 days @ \$110/day)	2,640
Meals (24 days @ \$25/day)	600
	18,625

EQUIPMENT

Office Trailer	30,000
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SUPPLIES

Office Supplies (\$350 per FTE)	2,153
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CONTRACTS

Medical Monitoring (\$750 per FTE)*	3,525
Sampling Costs	75,000
	78,525

OTHER

Office Expense (\$976 per FTE)	6,002
Communication Expense (\$846 per FTE)	5,203
Rental-Trailer Space (\$400/month)	4,800
Data Processing Expense (\$163 per FTE)	1,002
Institutional & Physical Plant Expense (\$1,872 per FTE)	11,119
Training (4 courses @ \$725 per course)	2,900
	31,027

TOTAL EXPENSE AND EQUIPMENT:

160,330

PERSONAL SERVICE

248,910

EXPENSE AND EQUIPMENT

160,330

DIRECT RATE for DEQ (19.3% Not included on Equipment)

69,945

INDIRECT RATE for DGLS (13.8% Not included on Equipment)

1,715

INDIRECT RATE for DOH (39.0% Not included on Equipment)

1,719

TOTAL

482,618

\*Does NOT Include Clerical or Administrative FTE

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BUDGET BREAKDOWN FOR DOE FUSRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

YEAR 3

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HWP/ADM	4,152	0.10	12.00	4,983
SECTION CHIEF	HWP/ADM	3,063	0.10	12.00	3,675
MANAGEMENT ANALYST SPECIALIST II	HWP/ADM	2,494	0.25	12.00	7,483
ENVIRONMENTAL SECTION CHIEF	HWP/FF	3,333	0.10	12.00	4,000
ENVIRONMENTAL ENGINEER IV	HWP/FF	4,044	0.75	12.00	36,397
ENVIRONMENTAL ENGINEER I/II	HWP/FF	2,650	1.00	12.00	31,802
ENVIRONMENTAL ENGINEER III	HWP/FF	3,263	1.00	12.00	39,160
ENVIRONMENTAL ENGINEER III	HWP/FF	2,997	0.25	12.00	8,991
ENVIRONMENTAL SPECIALIST III	HWP/FF	2,444	0.50	12.00	14,666
CLERK TYPIST II	HWP/FF	1,306	1.00	12.00	15,672
GEOLOGIST III	DGLS	2,764	0.25	12.00	8,291
ENVIRONMENTAL SPECIALIST III	ESP	2,444	0.75	12.00	21,999
ENVIRONMENTAL SPECIALIST III	MDOH	2,444	0.10	12.00	2,933
SUBTOTAL:			6.15		200,051
FRINGE BENEFITS—DNR(28.2%)					55,587
FRINGE BENEFITS—DOH(25.2%)					739
TOTAL PERSONAL SERVICE:					256,378

EXPENSE AND EQUIPMENT

TRAVEL

Instate (State transportation expense \$1,461 per FTE)	8,985
Outstate (Airfare for 8 trips @ \$800 per trip for training)	6,400
Lodging (24 days @ \$110/day)	2,640
Meals (24 days @ \$25/day)	600
	18,625

SUPPLIES

Office Supplies (\$350 per FTE)	2,153
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CONTRACTS

Medical Monitoring (\$750 per FTE)*	3,525
Sampling Costs	75,000
	78,525

OTHER

Office Expense (\$976 per FTE)	6,002
Communication Expense (\$846 per FTE)	5,203
Rental—Trailer Space (\$400/month)	4,800
Data Processing Expense (\$163 per FTE)	1,002
Institutional & Physical Plant Expense (\$1,872 per FTE)	11,119
Training (4 courses @ \$725 per course)	2,900
	31,027

TOTAL EXPENSE AND EQUIPMENT:

130,330

PERSONAL SERVICE	256,378
EXPENSE AND EQUIPMENT	130,330
INDIRECT RATE for DEQ (19.3% Not included on Equipment)	71,305
INDIRECT RATE for DGLS (13.8% Not included on Equipment)	1,757
INDIRECT RATE for DOH (39.0% Not Included on Equipment)	1,761
TOTAL	461,531

\*Does NOT Include Clerical or Administrative FTE



BUDGET BREAKDOWN FOR DOE FUSRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

YEAR 4

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HWP/ADM	4,277	0.10	12.00	5,132
SECTION CHIEF	HWP/ADM	3,155	0.10	12.00	3,786
MANAGEMENT ANALYST SPECIALIST II	HWP/ADM	2,569	0.25	12.00	7,707
ENVIRONMENTAL SECTION CHIEF	HWP/FF	3,433	0.10	12.00	4,120
ENVIRONMENTAL ENGINEER IV	HWP/FF	4,165	0.75	12.00	37,489
ENVIRONMENTAL ENGINEER I/II	HWP/FF	2,730	1.00	12.00	32,756
ENVIRONMENTAL ENGINEER III	HWP/FF	3,361	1.00	12.00	40,335
ENVIRONMENTAL ENGINEER III	HWP/FF	3,087	0.25	12.00	9,261
ENVIRONMENTAL SPECIALIST III	HWP/FF	2,518	0.50	12.00	15,106
CLERK TYPIST II	HWP/FF	1,345	1.00	12.00	16,142
GEOLOGIST III	DGLS	2,847	0.25	12.00	8,540
ENVIRONMENTAL SPECIALIST III	ESP	2,518	0.75	12.00	22,659
ENVIRONMENTAL SPECIALIST III	MDOH	2,518	0.10	12.00	3,021
SUBTOTAL:			6.15		206,053
FRINGE BENEFITS—DNR(28.2%)					57,255
FRINGE BENEFITS—DOH(25.2%)					761
TOTAL PERSONAL SERVICE:					264,069

EXPENSE AND EQUIPMENT

TRAVEL

Instate (State transportation expense \$1,461 per FTE)	8,985
Outstate (Airfare for 8 trips @ \$800 per trip for training)	6,100
Lodging (24 days @ \$110/day)	2,640
Meals (24 days @ \$25/day)	600
	18,625

SUPPLIES

Office Supplies (\$350 per FTE)	2,153
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CONTRACTS

Medical Monitoring (\$750 per FTE)*	3,525
Sampling Costs	75,000
	78,525

OTHER

Office Expense (\$976 per FTE)	6,002
Communication Expense (\$846 per FTE)	5,203
Rental—Trailer Space (\$400/month)	4,800
Data Processing Expense (\$163 per FTE)	1,002
Institutional & Physical Plant Expense (\$1,872 per FTE)	11,119
Training (4 courses @ \$725 per course)	2,900
	31,027

TOTAL EXPENSE AND EQUIPMENT:

130,330

PERSONAL SERVICE	264,069
EXPENSE AND EQUIPMENT	130,330
INDIRECT RATE for DEQ (19.3% Not included on Equipment)	72,707
INDIRECT RATE for DGLS (13.8% Not included on Equipment)	1,802
INDIRECT RATE for DOH (39.0% Not included on Equipment)	1,804
TOTAL	470,712

\*Does NOT Include Clerical or Administrative FTE

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BUDGET BREAKDOWN FOR DOE FUSRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

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YEAR 5

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HWP/ADM	4,405	0.10	12.00	5,286
SECTION CHIEF	HWP/ADM	3,249	0.10	12.00	3,899
MANAGEMENT ANALYST SPECIALIST II	HWP/ADM	2,646	0.25	12.00	7,938
ENVIRONMENTAL SECTION CHIEF	HWP/FF	3,536	0.10	12.00	4,244
ENVIRONMENTAL ENGINEER IV	HWP/FF	4,290	0.75	12.00	38,614
ENVIRONMENTAL ENGINEER I/II	HWP/FF	2,812	1.00	12.00	33,738
ENVIRONMENTAL ENGINEER III	HWP/FF	3,462	1.00	12.00	41,545
ENVIRONMENTAL ENGINEER III	HWP/FF	3,180	0.25	12.00	9,539
ENVIRONMENTAL SPECIALIST III	HWP/FF	2,593	0.50	12.00	15,559
CLERK TYPIST II	HWP/FF	1,386	1.00	12.00	16,626
GEOLOGIST III	DGLS	2,932	0.25	12.00	8,796
ENVIRONMENTAL SPECIALIST III	ESP	2,593	0.75	12.00	23,339
ENVIRONMENTAL SPECIALIST III	MDOH	2,593	0.10	12.00	3,112
SUBTOTAL:			6.15		212,234
FRINGE BENEFITS-DNR(28.2%)					58,973
FRINGE BENEFITS-DOH(25.2%)					784
TOTAL PERSONAL SERVICE:					271,991

EXPENSE AND EQUIPMENT

TRAVEL

Instate (State transportation expense \$1,461 per FTE)	8,985
Outstate (Airfare for 8 trips @ \$800 per trip for training)	6,400
Lodging (24 days @ \$110/day)	2,640
Meals (24 days @ \$25/day)	600
	18,625

SUPPLIES

Office Supplies (\$350 per FTE)	2,153
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CONTRACTS

Medical Monitoring (\$750 per FTE)*	3,525
Sampling Costs	75,000
	78,525

OTHER

Office Expense (\$976 per FTE)	6,002
Communication Expense (\$846 per FTE)	5,203
Rental - Trailer Space (\$400/month)	4,800
Data Processing Expense (\$163 per FTE)	1,002
Institutional & Physical Plant Expense (\$1,872 per FTE)	11,119
Training (4 courses @ \$725 per course)	2,900
	31,027

TOTAL EXPENSE AND EQUIPMENT:

130,330

PERSONAL SERVICE

271,991

EXPENSE AND EQUIPMENT

130,330

INDIRECT RATE for DEQ (19.3% Not included on Equipment)

74,151

INDIRECT RATE for DGLS (13.8% Not included on Equipment)

1,847

INDIRECT RATE for DOH (39.0% Not included on Equipment)

1,848

TOTAL

480,166

\*Does NOT Include Clerical or Administrative FTE

## EXPENSE & EQUIPMENT BREAKDOWN

### EDP (electronic data processing) Equipment:

This is a one-time expense for computers, printers, etc. needed by staff involved in the project.

### Office Equipment:

This is a one-time expense for office equipment such as desks, chairs, copy machines, etc. for all staff involved in the project.

### Office Trailer:

This is a one-time estimated expense to provide the Hazardous Waste Program on-site office space for proper oversight of the project.

### Vehicle Purchase:

This is a one-time estimate of the cost to purchase two vehicles for visits to the site.

### Fax Machine:

This is a one-time expense for the purchase of a fax machine for the expedient transfer of pertinent site information.

### Office and Communication Expense:

This expense is for the cost of maintenance of office equipment, printing and binding, photocopying and fax service, postage, and telephone services.

### Office Rent:

This expense is for the cost of renting on-site office space until a permanent office trailer can be obtained.

### Institutional and Physical Plant Expense:

This expense is for the cost of maintenance of buildings and surrounding grounds, trash pickup service, extermination service, and any other expendable services related to buildings and ground services, educational and other miscellaneous equipment.

### Data Processing Expense:

This expense is for the cost of software and maintenance of EDP equipment used by staff involved with the project.

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**Office Supplies:**

This expense is for the purchase of typewriter and calculator ribbons, pencils, pens, and other miscellaneous supplies necessary for normal office operations.

**Medical Monitoring:**

This expense covers the cost of obtaining medical monitoring tests for staff who may be at risk of being exposed to hazardous substances.

**Sampling Costs (Contractual):**

\$22,500	Personal Service
\$52,500	Sampling and Analytical Expenses
<hr/>	
\$75,000	Total

Most of the Quality Assurance oversight costs will be sampling and analytical costs, through contracting with laboratory services outside of the Department. Personal service costs will be incurred through some non-radiological analysis, administration of outside contracts, and document review. The proportion of sampling and analytical costs could increase.

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SCOPE OF WORK  
DEPARTMENT OF ENERGY FUSRAP

PURPOSE:

The Missouri Department of Natural Resources (MDNR) agrees to perform the following activities pertaining to response actions at the Department of Energy's (DOE) Formerly Utilized Sites Remedial Action Project (FUSRAP) covered by this agreement. The purpose of this agreement is to provide funding for the oversight of activities conducted at this DOE Facility related to CERCLA. The Missouri Department of Natural Resources will review documents and activities produced as a result of efforts conducted by the U.S. Department of Energy to identify and remediate uncontrolled hazardous waste/substance sites.

The MDNR will evaluate proposals, recommendations, and plans as related to State laws and regulations, in addition to MDNR policies and guidance. MDNR will coordinate with the designated representative of DOE on a routine basis to ensure that each phase of the process is understood and concurrence is obtained prior to enactment.

MDNR TASKS:

A. Project Planning

1. MDNR will review, comment, and make recommendations on overall project plans and timing to identify inconsistencies regarding priorities and scope of project plans. In addition, MDNR will review, comment, and make recommendations on existing and subsequent documents and data pertaining to removal, pre-remedial, remedial, accelerated operable units, and other response actions.
2. MDNR will identify and explain State applicable or relevant and appropriate regulations (ARARS).
3. MDNR will participate in technical review committees.
4. MDNR will designate a project manager(s) to participate in planning and review.

B. Community Relations

1. MDNR will review a community relations plan document which sufficiently outlines a strategy for disseminating information to the local community and interested persons.

2. MDNR will review a mailing list of interested parties for the site. This list will include parties identified as a result of initial contacts, in addition to legislators, congressional, representatives, environmental groups, and other interested parties for use in distributing fact sheets or other site information.
3. MDNR will participate with DOE and other parties in the conduct of public education and community relations.
4. MDNR will participate as an active member of the St. Louis Site Remediation Task Force.
5. MDNR will assist in preparation of at least one community update for the project during the project period. This update may consist of a newsletter, a public meeting, a press release, or other media, as determined by the Community Relations Plan (CRP).
6. When the Remedial Investigation/Feasibility Study (RI/FS) is completed, MDNR will assist in conducting a public meeting in the city closest to the site, in order to distribute the information in the RI/FS and solicit public comment.
7. MDNR will review up-to-date fact sheets for distribution to interested parties identified as a result of the mailing list.
8. MDNR will respond to inquiries regarding the site, when requested, and will issue news releases at significant action points during the project period.
9. MDNR will assist in responding to comments received during the public comment period in order for a responsiveness summary to be prepared.

C. Remedial Investigation

1. MDNR will make available to DOE or it's contractors all file information (not otherwise considered confidential) for this site and provide technical and policy guidance to DOE or their contractors while conducting Remedial Investigation (RI).
2. MDNR will review and comment regarding the following submissions to be made by DOE or their contractor(s):
  - a. Site Background
  - b. Nature and Extent of Problem
  - c. History of Response Actions
  - d. Site Map
  - e. Waste Characterization
  - f. Geological and Hydrogeological Investigation

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- g. Soils and Sediment Investigation
  - h. Surface Water Investigation
  - i. Preliminary Remedial Technologies Assessment
  - j. Site Investigation Analysis
  - k. Chain of Custody
  - l. Safety Plans
  - m. Quality Assurance/Quality Control (QA/QC) plans
  - n. Sampling and Analysis Plans

D. Feasibility Study

1. Development of Alternatives:

MDNR will make available to DOE or it's contractors all file information for this site and provide technical and policy guidance to DOE or their contractors while conducting Feasibility Study (FS).

2. MDNR will review and comment regarding the following submissions to be made by DOE or their contractor(s):

- a. Establishment of Remedial Response Objectives
- b. Identification of Remedial Alternatives
- c. Preliminary Report
- d. Conceptual Design
- e. Final Report
- f. Monthly Reports

E. Remedial Design

1. MDNR will make available to DOE or it's contractors all file information for this site and provide technical and policy guidance to DOE or their contractors while conducting Remedial Design (RD).

2. MDNR will review and comment regarding the following submissions to be made by DOE or their contractor(s):

- a. Work Plan  
The plan will be reviewed by MDNR with MDNR giving final approval.
- b. Preliminary Design  
MDNR will review the preliminary design to ensure that the technical requirements of the project have been addressed and to determine if the final design will provide an operable and usable remedial project.
- c. Intermediate Design  
Complex project design may necessitate review of the design documents between the preliminary and the prefinal/final design. At the discretion of the MDNR Project Manager, a design review may be required at 60 percent completion of the project. MDNR will review the intermediate design submittal for the same

elements as the prefinal design.

- d. Prefinal/Final Design  
At 90 percent completion of design, the MDNR Project Manager will review prints, final specifications, design analysis and design calculations and provide marked prints and/or written comments to DOE. After making any necessary corrections, the MDNR Project Manager will receive from DOE new prints of the corrected sheets and the original tracings, typed original specifications, and reproducible sheets for final design review. This will reflect 100 percent completion of final construction plans and specifications.
- e. Operation and Maintenance Plan
- f. Quality Assurance Project Plan
- g. Site Safety Plans
- h. Field Oversight Tasks  
MDNR will oversee all field work at the site to ensure compliance with the work plan, SSP, and the QAPP.
- i. MDNR On-Scene Coordinator  
The MDNR Project Manager will act as the on-scene coordinator (OSC) to oversee any field work during the remedial design and to ensure compliance with the work plan. There may be times during the remedial design activities that the MDNR Project Manager will request OSC assistance from other MDNR personnel, i.e., at critical times when the MDNR Project Manager is unable to be at the site, during activities that require personnel trained in the use of safety equipment and sampling procedures, or when geological expertise is needed. The MDNR OSC will have the authority to suspend work at the site if he/she suspects actions at the site are not in accordance with the work plan or may result in a release or threatened release of a hazardous substance.
- j. On-Site Presence/Inspection  
During the course of any field work, on-site visits are expected from various MDNR officials, i.e., personnel from the Division of Environmental Quality and the Division of Geology and Land Survey
- k. Confirmatory Sampling  
If any samples are taken during the remedial design, MDNR will oversee the collection and take custody of split samples for independent analysis to verify the work being performed by DOE. The MDNR Project Manager will determine which of the split samples are to be analyzed. At times, the MDNR Project Manager will



give audit samples to DOE to submit to their laboratory for analysis and MDNR will compare the results to the known values. MDNR may conduct its own air or water monitoring to ensure compliance with the site safety plan.

1. Monthly Reports

MDNR will review monthly reports submitted by DOE describing the progress of the remedial design. Monthly status reports will be submitted on or before the negotiated day of each month.

F. Remedial Action

1. MDNR will make available to DOE or it's contractors all file information for this site and provide technical and policy guidance to DOE or their contractors while conducting Remedial Action (RA).
2. MDNR will review and comment regarding the following activities and submissions to be made by DOE or their contractor(s):
  - a. Responsibility and Authority
  - b. Construction Quality Assurance Personnel Qualifications
  - c. Inspection Activities
  - d. Preconstruction Inspection and Meeting
  - e. Prefinal Inspection
  - f. Final Inspection
3. Field Oversight Tasks

MDNR will oversee all field work at the site to ensure compliance with the work plan, SSP, and the QAPP.

  - a. MDNR On-Scene Coordinator

The MDNR Project Manager will act as the on-scene coordinator (OSC) to oversee any field work during the remedial design and to ensure compliance with the work plan. There may be times during the remedial design activities that the MDNR Project Manager will request OSC assistance from other MDNR personnel, i.e., at critical times when the MDNR Project Manager is unable to be at the site, during activities that require personnel trained in the use of safety equipment and sampling procedures, or when geological expertise is needed. The MDNR OSC will have the authority to suspend work at the site if he/she suspects actions at the site are not in accordance with the work plan or may result in a release or threatened release of a hazardous substance.
  - b. On-Site Presence/Inspection

During the course of any field work, on-site visits are expected from various MDNR officials, i.e., personnel from the Division of Environmental Quality and the Division of Geology and Land Survey

c. Confirmatory Sampling

If any samples are taken during the remedial design, MDNR will oversee the collection and take custody of split samples for independent analysis to verify the work being performed by DOE. The MDNR Project Manager will determine which of the split samples are to be analyzed. At times, the MDNR Project Manager will give audit samples to DOE to submit to their laboratory for analysis and MDNR will compare the results to the known values. MDNR may conduct its own air or water monitoring to ensure compliance with the site safety plan.

d. Monthly Reports

MDNR will review monthly reports submitted by DOE describing the progress of the remedial design. Monthly status reports will be submitted on or before the negotiated day of each month.

4. MDNR will provide for continued oversight of operation and maintenance activities for the remedial action until such time as the site is delisted from the NPL.

G. Removals or Expedited Response

1. MDNR will review and comment on the following submissions to be made by DOE or their contractor.

- a. Removal assessment.
- b. Removal draft and final plans.
- c. Removal - decision documents.
- d. Removal - sampling and analysis plans.
- e. Community relations activities.

2. MDNR will participate in the oversight and approval of removal actions conducted.

H. Administration

1. MDNR will prepare and administer a cooperative agreement (CA) to include provisions for recovery of all state costs associated with the oversight of the FUSRAP Agreement.
2. MDNR will prepare and administer the states portion of the Federal Facilities Agreement (FFA), which will include estimates of state costs.

3. MDNR will determine scope of agreements, determine legal and technical applicability of agreements, and assure satisfactory performance of interagency agreements.
4. MDNR will provide other services that are set out in the FFA or are included in other agreements.

MDOH TASKS:

The Missouri Department of Health (MDOH) will provide services to the MDNR/DOE regarding public health assessment activities relating to DOE's cleanup of FUSRAP.

These activities will center around three areas:

1. Oversight- which will involve reviewing documents and work plans for their adequacy in protecting the health of the public and of the workers on site.
2. Monitoring - which will involve sampling and testing private drinking water wells around the St. Louis Formerly Used Sites.
3. Health Consultation - which will involve interpreting health risk assessment data to the general public and to the agencies connected with the site cleanup like DOE, MDNR and MDOH.

**ASSURANCES — NON-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 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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 nineteen 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits 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. 92-255), as amended, relating to nondiscrimination 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 nondiscrimination 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 nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. 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 provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. 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.
9. 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), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

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10. Will comply, if applicable, with flood insurance purchase requirements of Section 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.
11. 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 floodplains in accordance with EO 11983; (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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).
12. 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.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
David A. Shorr, Director		Director, Missouri Department of Natural Resources	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Missouri Department of Natural Resources <i>David A. Shorr</i>		MAR - 8 1995	

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U.S. Department of the Interior  
Certification Regarding Lobbying

This certification is required by Section 1352, title 31, U.S. Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature



Date

8/25/93

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS--PRIMARY COVERED TRANSACTIONS

Instructions for Certification

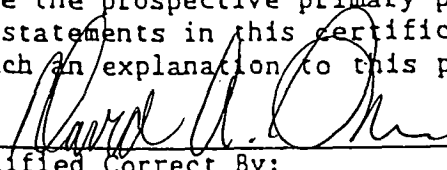
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel. No.).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS--PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal 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, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted 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 (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application\ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
 Certified Correct By:

MAR -8 1995

David A. Shorr, Director  
 Name and Title: (typed)

Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, MO  
 Organization Name and Address: 65102

Solicitation Number:

Signature:

Date:

Determination of Cognizant Federal Agency

For the purpose of determining the cognizant Federal agency for indirect cost rate responsibilities, the offeror must provide the information requested below:

(1) Is the DOE the Federal agency that has the predominant financial interest (the agency with the largest unliquidated dollar amount of awards) with your firm/organization, if you have received awards from more than one Federal agency?

Yes \_\_\_\_\_ No X

(2) If the answer to (1) is no, identify the Federal agency which has the predominant financial interest with the firm/organization:

Federal Agency: Dept. of Interior

Office: See Attached

Address: \_\_\_\_\_

Name of Person to Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

\*\*\*end of clause\*\*\*



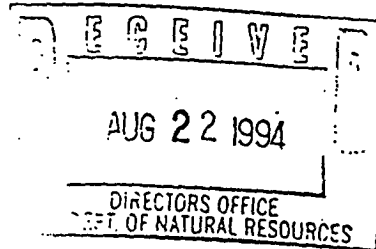
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United States Department of the Interior AUG 29 1994

OFFICE OF INSPECTOR GENERAL  
Central Region  
134 Union Blvd., Suite 310  
Lakewood, Colorado 80228

OAS Receipts & Reporting

August 16, 1994

Mr. David A. Shorr, Director  
Office of the Director  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, Missouri 65102



Dear Mr. Shorr:

We have completed our review of the indirect cost proposal submitted by the Missouri Department of Natural Resources for the period July 1, 1994, through June 30, 1995. The results of our review are shown in the enclosed exhibits.

Based on our review and subject to the conditions in the enclosed Indirect Cost Negotiation Agreements, we are prepared to approve the following fixed with carryforward rates for fiscal year 1995 based on total direct costs less capital expenditures and pass-through costs for the Department's Divisions.

<u>Division</u>	<u>Rate</u>
Environmental Quality	19.3%
Geology & Land Survey	13.8%
Energy	18.7%
State Parks	10.2%

AUG 27 1994

<u>Program</u>	<u>Rate</u>
Outdoor Recreation Assistance	14.3%

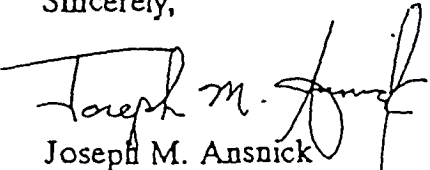
DEQ ADMIN

The Outdoor Recreation Assistance Program rate is based on total Land and Water Conservation Fund expenditures including the matching contribution made by the state localities.

If you agree with the contents of the Agreements, please sign and return them to me. I will sign and return one copy of each Agreement to you and distribute copies of the executed Agreements to the agencies concerned with your rate.

If you have any questions concerning the Agreements or this letter, please contact me or John Dvorak, Indirect Cost Negotiator, at (303) 236-9243.

Sincerely,

  
Joseph M. Ansnick  
Regional Audit Supervisor

Enclosures: Indirect Cost Negotiation Agreements (2) and Exhibits 1 through 5

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is being made in compliance with the Drug-Free Workplace Act of 1988.

- A. The State of Missouri certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) 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 (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
    - (1) abide by the terms of the statement; and
    - (2) 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;
  - (e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

- (1) 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
  - (2) 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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. Place of Performance: This statewide certification will apply to any of the state's executive branch departments and all of the divisions and locations within these departments throughout the State of Missouri. The addresses of the offices of each department director are attached. Specific site location will be provided, as needed, with grant applications.

This certificate is for the period from October 1, 1994 through September 30, 1995.

This assurance is given in connection with any and all financial assistance from the Department of Energy after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the authorized official, and is made in accordance with and to the extent of the authority of the undersigned.

State of Missouri:

9/19/94

Date

Del Corrahan

GOVERNOR

12/1/94  
Hayne

STATE OF MISSOURI  
DEPARTMENT OF NATURAL RESOURCES

McL Canahan, Governor • David A. Shorr, Director

DIVISION OF ENVIRONMENTAL QUALITY  
P.O. Box 176 Jefferson City, MO 65102-0176

November 4, 1994

Ms. Lois Pohl  
Division of General Services  
Office of Administration  
Truman State Office Building  
Room 430  
Jefferson City, Missouri 65101

Dear Ms. Pohl:

This letter is to notify you of anticipated activities to be funded by the U.S. Environmental Protection Department of Energy. These activities are subject to the state intergovernmental review process. The 60-day comment period on these proposed actions will begin five days after this letter is sent. Please address any comments on the proposed action to Mr. Hans Juengermann. The activities are described below:

1. Description of Proposed Activities: The Missouri Department of Natural Resources will use the Formerly Utilized Sites Remedial Action Program (FUSRAP) to conduct oversight activities at several locations in the state of Missouri.
2. Estimated Cost: \$2,500,000.00 (100% funded by DOE).
3. Projected Start Date: January 1, 1995
4. Projected Completion Date: December 31, 1999

Ms. Lois Pohl  
November 4, 1994  
Page 2

5. State Project Officer:

Ms. Evelyn Taylor  
Hazardous Waste Program  
Missouri Department of  
Natural Resources  
P.O. Box 176  
Jefferson City, MO 65102  
(314) 751-3176

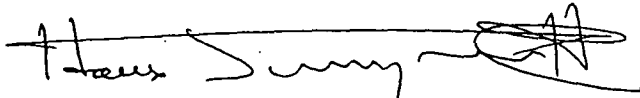
6. DOE Project Officer:

Mr. David Adler  
U.S. Department of Energy  
Oak Ridge Operations  
Former Sites Restoration Division  
P.O. Box 2001  
Oak Ridge, TN 37831  
(615) 576-9634

As I have indicated, you will have 60 days after receipt of this letter to submit your comments. However, I would very much appreciate hearing from you at the earliest possible time, so that we can proceed with the project without any delays. If you have any questions on this project or if you need further information, please contact me at (314) 751-3176, and I will be happy to assist you in any way during your review.

Sincerely,

HAZARDOUS WASTE PROGRAM



Hans Juengermann, Chief  
Budget and Planning Section

HJ:1wd

127977

Mel Carnahan  
Governor



State of Missouri  
**OFFICE OF ADMINISTRATION**

Post Office Box 809  
Jefferson City  
65102

December 5, 1994

Richard A. Hanson  
Commissioner

Stan Perovich  
Director  
Division of General Services

Hans Juengermann, Chief  
Budget and Planning Section  
Department of Natural Resources  
P. O. Box 176  
Jefferson City, MO 65102-0176

Dear Mr. Juengermann:

Subject: 94110026 - Missouri Department of Natural Resources  
DOE Assistance  
FUSRAP to Conduct Oversight Activities

The Missouri Federal Assistance Clearinghouse, in cooperation with state and local agencies interested or possibly affected, has completed the review on the above project application.

None of the agencies involved in the review had comments or recommendations to offer at this time. This concludes the Clearinghouse's review.

A copy of this letter is to be attached to the application as evidence of compliance with the State Clearinghouse requirements.

Sincerely,

A handwritten signature in cursive script that reads "Lois Pohl".

Lois Pohl, Coordinator  
Missouri Clearinghouse

LP:cm

RECEIVED

DEC 7 1994

HAZARDOUS WASTE PROGRAM  
MISSOURI DEPARTMENT OF  
NATURAL RESOURCES



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION VII  
726 MINNESOTA AVENUE  
KANSAS CITY, KANSAS 66101

IN THE MATTER OF:

The United States Department  
of Energy's FUSRAP sites,  
St. Louis and Hazelwood,  
Missouri

Docket No. VII-90-F-0005

FEDERAL FACILITY AGREEMENT

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION VII  
726 MINNESOTA AVENUE  
KANSAS CITY, KANSAS 66101

IN THE MATTER OF:

FEDERAL FACILITY AGREEMENT

The United States Department  
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St. Louis and Hazelwood,  
Missouri

Docket No. VII-90-F-0005

PRELIMINARY STATEMENT

Based upon the information available to the Parties on the effective date of this FEDERAL FACILITY AGREEMENT (Agreement), and without trial or adjudication of any issues of fact or law, the Parties agree as follows:

I. JURISDICTION

Each Party is entering into this Agreement pursuant to the following authorities:

A. The U.S. Environmental Protection Agency (U.S. EPA), Region 7, enters into those portions of this Agreement that relate to the remedial investigation/feasibility study (RI/FS) pursuant to Section 120(e)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(e)(1), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499 (hereinafter jointly referred to as CERCLA/SARA or CERCLA) and Sections 6001, 3008(h) and 3004(u) and (v), of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6961, 6928(h), 6924(u) and (v), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA) (hereinafter jointly referred to as RCRA/HSWA or RCRA) and Executive Order 12580;

B. U.S. EPA, Region 7, enters into those portions of this Agreement that relate to operable unit remedial actions and final remedial actions pursuant to Section 120(e)(2) of CERCLA/SARA, Sections 6001, 3008(h) and 3004(u) and (v) of RCRA and Executive Order 12580;

C. The United States Department of Energy (DOE) enters into those portions of this Agreement that relate to the RI/FS pursuant to Section 120(e)(1) of CERCLA, Sections 6001, 3008(h) and 3004(u) and (v) of RCRA, and Executive Order 12580, the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, and the Atomic Energy Act of 1954 (AEA), as amended, 42 U.S.C. § 2201; and,

D. DOE enters into those portions of this Agreement that relate to response actions pursuant to Section 120(e)(2) of CERCLA/SARA, Sections 6001, 3004(u) and 3008(h) of RCRA, Executive Order 12580 and the AEA.

E. The Missouri Department of Natural Resources (MDNR) enters into those portions of the Agreement that relate to the RI/FS, operable unit remedial actions and final remedial actions pursuant to Sections 120 and 121 of CERCLA/SARA, 42 U.S.C. § 9620 and 9621 and Sections 3006 and 6001 of RCRA, 42 U.S.C. § 6901 et seq., as adopted in Section 260.350 et seq. of the Revised Statutes of the State of Missouri, at pertinent parts, and Title 10 of the Code of State Regulations, Chapter 25 (hereinafter "10 CSR 25") and Chapter 80 (hereinafter "10 CSR 80").

## II. PARTIES

The parties to this Agreement are DOE, U.S. EPA and MDNR (hereinafter "Parties"). The terms of this agreement shall apply to and be binding upon the Parties and upon their successors and assigns. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally that party to it. DOE shall provide a copy of this Agreement to all contractors and subcontractors retained to perform work pursuant to this Agreement and to the present owner of any property upon which any work under this Agreement is performed, which is not owned by DOE or the United States.

Nothing in this Agreement shall be construed as an obligation or commitment on the part of any Party to indemnify any person or entity.

### III. SCOPE OF THE AGREEMENT

This Agreement covers all response actions at the St. Louis Airport Site, the HJSS/FUTURA Site, the [Mallinckrodt Chemical Works Site] **St. Louis Downtown Site**, and Vicinity Properties, as those terms are defined in this Agreement, involving the following types of materials:

1. All wastes, including but not limited to radiologically contaminated wastes, resulting from or associated with uranium manufacturing or processing activities conducted at the St. Louis Downtown Site, and
2. Other chemical or non-radiological wastes which have been mixed or commingled with radiologically contaminated wastes **where the radiologically contaminated wastes resulted from or are** associated with uranium manufacturing or processing activities conducted at the St. Louis Downtown Site. ?

### IV. PURPOSE

A. The general purposes of this Agreement are to:

1. Ensure that the environmental impacts associated with past and present activities at the Site are thoroughly investigated and appropriate remedial action taken as necessary to protect the public health, welfare and the environment;
2. Establish a procedural framework and schedule for developing, implementing and monitoring appropriate response actions at the Site in accordance with CERCLA/SARA, the NCP, Superfund guidance and policy, RCRA, **HSWA**, RCRA guidance and policy, and the **Missouri Solid and Hazardous Waste management Laws and Regulations**; and,

3. Facilitate cooperation, exchange of information and participation of the Parties in such actions.

B. Specifically, the purposes of this Agreement are to:

1. Identify Operable Unit Remedial Action (OURA) alternatives which are appropriate at the Site prior to the implementation of final remedial action(s) for the Site. OURA alternatives shall be identified and proposed to the Parties as early as possible prior to formal proposal of OURAs to U.S. EPA and MDNR pursuant to CERCLA/SARA. This process is designed to promote cooperation among the Parties in identifying OURA alternatives prior to selection of final OURAs.

2. Establish requirements for the performance of a Remedial Investigation to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release and threatened release of hazardous substances, pollutants or contaminants at the Site and to establish requirements for the performance of a Feasibility Study for the Site to identify, evaluate, and select alternatives for the appropriate remedial action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants or contaminants at the Site in accordance with CERCLA/SARA.

3. Identify the nature, objective and schedule of response actions to be taken at the Site. Response actions at the Site shall attain that degree of cleanup of hazardous substances, pollutants or contaminants mandated by CERCLA/SARA.

4. Implement the selected operable unit and final remedial action(s) in accordance with CERCLA.

5. Assure compliance with federal and state hazardous waste laws and regulations for matters covered by this Agreement.

6. Provide for operation and maintenance of any remedial action selected and implemented pursuant to this Agreement.



## V. DEFINITIONS

Except as otherwise explicitly stated herein, terms used in this Agreement which are defined in CERCLA shall have the meaning as defined in CERCLA. The following definitions shall apply for purposes of this Agreement:

A. "Agreement" means this Federal Facility Agreement, including all attachments to this Agreement.

B. "ARAR" or "Applicable or Relevant and Appropriate Requirement" shall mean "legally applicable" or "relevant and appropriate" standards, requirements, criteria or limitations as those terms are used in CERCLA Section 121(d), 42 U.S.C. § 9621(d).

C. "Authorized representative" means a person designated to act on behalf of a Party to this Agreement, including, inter alia, contractors retained to perform work at or relating to the Site.

D. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.

E. "Days" mean calendar days, unless business days are specified. Any Submittal, Written Notice of Position or written statement of dispute that, under the terms of this Agreement, would be due on a Saturday, Sunday or holiday shall be due on the next business day.

F. "DOE" means the United States Department of Energy, its employees and authorized representatives.

G. "Emergency removals" means a removal action taken because of an imminent and substantial endangerment to human health or the environment which requires implementation of a response action in such a timely manner that consultation with EPA and MDNR would be impractical.

H. "Feasibility Study" or "FS" means that study which fully evaluates and develops remedial action alternatives to prevent or mitigate the migration or the release or threat of release of hazardous substances, pollutants or contaminants at and from the Site.

I. "Formerly Utilized Site Remedial Action Program" or "FUSRAP" means the Department of Energy program to develop, identify, clean up, or otherwise control sites containing residual radioactive materials from the early years of the United States atomic energy program or from commercial operations that resulted in conditions Congress has authorized DOE to remedy.

J. "HISS/FUTURA Site" or the "9200 Latty Avenue Site" means the 11-acre property located at 9200 Latty Avenue, Hazelwood, Missouri, the location of which is shown on Attachment A to this Agreement.

K. **"MHWML" means the Missouri Hazardous Waste Management Law and Regulations.**

L. **"MSWML" means the Missouri Solid Waste Management law and Regulations.**

M. "National Contingency Plan" or "NCP" means the implementing regulations for CERCLA found in Subpart F of the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300.

N. "ORNL" means Oak Ridge National Laboratory.

O. **"Operable Unit" means a discrete action that comprises an incremental step toward comprehensively addressing site problems.**

P. "pCi/gm" means picocurie per gram.

Q. "Remedial Design" or "RD" means the technical analysis and procedures which follow the selection of a remedial action and which result in a detailed set of plans and specifications for implementation of the remedial action.

[Q.] R. "Remedial Investigation" or "RI" means that investigation conducted to fully determine the nature and extent of the release or threat of release of hazardous substances, pollutants or contaminants and to gather necessary data to support the feasibility study and risk assessment.

[R.] S. "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Pub. L. 98-616.

[S.] T. "St. Louis Airport Site" or "SLAPS" means the area of 21.7 acres which lies immediately north of the Lambert-St. Louis International Airport and which is bounded by the Norfolk and Western Railroad and Banshee Road on the south, Coldwater Creek on the west, and McDonnell Boulevard and adjacent recreation fields on the north and east. The location of SLAPS is shown on Attachment A.

[T.] U. "St. Louis Downtown Site" is a forty-five acre (45) site located at 2nd and Mallinckrodt Streets, St. Louis, Missouri. The site is bounded by the Mississippi River on the east, Angelroot Street on the south, the McKinley Bridge on the north, and portions of North Broadway and 9th Street to the west.

[U.] V. "Site" or "on-site" means each of the following properties, as defined herein, either collectively or individually:

1. St. Louis Downtown Site;
2. St. Louis Airport Site;
3. 9200 Latty Avenue;
4. Vicinity properties; and,

5. **Other sites unidentified at the time of this Agreement, but added to this Agreement by consent of the parties.**

[V.] W. "Submittal" means each document, report, schedule, deliverable, work plan or other item to be submitted to U.S. EPA and MDNR pursuant to this Agreement.

[W.] X. "Timetables and Deadlines" means schedules as well as the work and those actions which are to be completed and performed in conjunction with such schedules, including performance of actions established pursuant to the dispute resolution procedures set forth in Part XXIII of this Agreement.

[X.] Y. "U.S. EPA" or "EPA" means the United States Environmental Protection Agency, its employees and authorized representatives.

[Y.] Z. "Vicinity Properties" Mean those properties not included within the St. Louis Downtown Site, SLAPS, or HISS/FUTURA but which contain radiological or other contamination originating from these sites. Vicinity Properties do not include the West Lake Landfill.

[Z.] AA. "Written Notice of Position" mean a written statement by a Party of its position with respect to any matter about which any other Party may initiate dispute resolution pursuant to Part XXIII of this Agreement.

#### VI. STATUTORY COMPLIANCE/RCRA CERCLA INTEGRATION

A. The Parties intend to integrate DOE's CERCLA response obligations and RCRA corrective action obligations which relate to the release(s) of hazardous substances, hazardous wastes, pollutants or contaminants covered by this Agreement into this comprehensive Agreement. Therefore, the Parties intend that activities covered by this Agreement will be deemed to achieve compliance with CERCLA, 42 U.S.C. §§ 9601 et seq.; to satisfy corrective action requirements of section 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6924(u) and (v), for a RCRA permit, and Section 3008(h), 42 U.S.C. § 6928(h), for interim status facilities; and to meet or exceed all applicable or relevant and appropriate Federal and State laws and regulations, to the extent required by Section 121 of CERCLA, 42 U.S.C. § 9621.

B. Based upon the foregoing, the Parties intend that any remedial action selected, implemented and completed under this Agreement will be protective of human health and the

environment such that remediation of releases covered by this agreement shall obviate the need for further corrective action under RCRA or MHWML. The Parties agree that with respect to releases of hazardous waste covered by this agreement, RCRA and MHWML shall be considered an applicable or relevant and appropriate requirement pursuant to Section 121 of CERCLA.

C. If a permit is issued to DOE for on-going hazardous waste, air pollutant, or water management activities at the Site, U.S. EPA and/or MDNR shall reference and incorporate any appropriate provisions, including appropriate schedules (and the provision for extension of such schedules), of this Agreement into such permit. The Parties intend that the judicial review of any permit conditions which reference this Agreement shall, to the extent authorized by law, only be reviewed under the provisions of CERCLA.

## VII. FINDINGS AND CONCLUSIONS

The following facts form the basis of this Agreement.

### A. General

1. During the 1940s and 1950s the Manhattan Engineering District (MED), and the immediate successor the Atomic Energy Commission (AEC), conducted several programs involving research, development, processing, and production of uranium and thorium and the storing of their processing residues. Nearly all of this work involved some participation by private contractors and/or institution. Generally, privately-owned and institutionally-owned sites that became contaminated during this early period of the nuclear program, and have since been converted to other use, were decontaminated or stabilized in accordance with the guidelines and survey methods then in existence.

2. However, radiological guidelines have since become more stringent. As a result, the Department of Energy (DOE) initiated the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 with the singular mission of identifying, decontaminating, or otherwise

controlling sites where [low activity] radioactive contamination (exceeding current guidelines) remains from the early years of the nation's atomic energy program or commercial operations causing conditions that Congress has authorized DOE to remedy.

3. DOE has authority under the Atomic Energy Act of 1954, as amended, to conduct remedial actions under the FUSRAP at 26 sites around the country. In addition to its authority under the Atomic Energy Act, the FY 1984 and FY 1985 Energy and Water Appropriations Acts (PL 98-50 and PL 98-360) and the appropriations acts for subsequent years, and accompanying Congressional Committee Reports, authorized DOE to reacquire the SLAPS property from the City of St. Louis for use as a permanent disposal site for contaminated material currently at SLAPS and vicinity properties, and waste from the Hazelwood Interim Storage Site (HISS) in a manner acceptable to the City.

4. In 1942, under the jurisdiction of the U.S. Army, the Manhattan Engineer District (MED) was established as the agency responsible for the development of nuclear materials for national defense and security.

5. On December 31, 1946, MED was deactivated and its responsibilities were transferred to the newly constituted U.S. Atomic Energy Commission (AEC).

6. On January 19, 1975, the AEC was abolished and its programmatic responsibilities were transferred to the Energy Research and Development Administration (ERDA).

7. Pursuant to the Department of Energy (DOE) Organization Act of 1977, the functions and authority of the ERDA were transferred to DOE.

**B. [Origin of the Contamination] Downtown Site**

1. In August 1942, under contract to MED, the Destrehan Street Refinery and Metal Plant, which later became the Mallinckrodt Chemical Works, began production of uranium dioxide and trioxide from uranium ore.

2. Four plants containing approximately 60 buildings were in existence during the period when Mallinckrodt Chemical Works was under contract to MED. The Main Plant was used as a refinery for uranium trioxide (U3O8) feed and for development work on the processing of pitchblende until 1945, when these operations were ended.

3. A new refinery at Plant Number 6, located at 65 Destrehan Street, began operations in 1946 to process pitchblende ore and produce uranium dioxide.

4. Additional plants began performing AEC contract activities during 1950 and 1951 and were known as Plant Number 6E and Plant Number 7. Plant 6E produced uranium metal and Plant Number 7 produced green salt (UF4).

5. Plant Number 4 (presently Plant Number 10) was utilized for uranium processing until 1950. It was closed in 1956.

6. All AEC operations in downtown St. Louis were closed in 1957. Operations were then transferred to the new AEC feed material processing center located in Weldon Spring, Missouri, which Mallinckrodt operated for the AEC.

7. Between 1942 and 1957, more than 50,000 tons of natural uranium products were processed.

**8. Extent and concentration of contamination (update by DOE).**

**C. St. Louis Airport Site (SLAPS)**

1. SLAPS occupies 21.7 acres north of the Lambert-St. Louis International Airport and is bordered by McDonnell Road on the north and east, Coldwater Creek on the west, and Norfolk-Western Railroad and Banshee Road on the south.

2. In 1946, MED acquired title to the SLAPS property to store residues from the processing of uranium ore at the Destrehan Street Refinery and Metals Plant.

3. At the SLAPS, pitchblende raffinate was stored on the ground and in the open; the radium-bearing residues (K-65) were stored in drums. Other wastes stored at SLAPS included:

- a. Barium Sulfate cake residues (AJ-4);
- b. Colorado raffinate residues (AM-10);
- c. Used dolomite liner and recycled magnesium fluoride liner generated as slag;
- d. Uranium-containing sand from Japan; and,
- e. Scrap materials.

4. Most residues were stored **uncovered** on open ground at SLAPS. At one time, these residues covered the eastern two-thirds of the site and rose to 20 feet above ground level. The estimated volume of wastes at one time at SLAPS and associated vicinity properties ranged from 283,700 to 474,000 cubic yards.

5. Waste storage activities at SLAPS was operated by MED and, subsequently AEC, until 1953 when site operation was transferred to Mallinckrodt Chemical Works. Mallinckrodt Chemical Works operated the SLAPS property under contract to AEC from 1953 until 1967.

6. In 1957, contaminated scrap metal and miscellaneous radioactive materials were buried in the western end of the property.

7. In 1965, the AEC conducted a waste inventory and radiological survey of SLAPS. Approximately 121,000 tons of uranium refinery residues and contaminated materials were identified on open ground at SLAPS.

8. In 1966 and 1967, most stored residues were sold for mineral recovery and transported by the purchaser to the Latty Avenue Site.

9. In 1969, the St. Louis Airport Authority initiated partial decontamination of SLAPS, during which remaining barium sulfate waste was transported to the Latty Avenue Site and all structures, except for a security fence, were razed and buried on-site. These structures consisted of an office building and three plant buildings, which had radioactive contamination. One to three feet of clean fill was placed on top of the buried wastes to control runoff and erosion and reduce radiation exposure rates.



10. In 1971, following completion of the partial decontamination by the St. Louis Airport Authority, AEC performed a topographical and radiological survey of SLAPS. Surface dose rates were found to be less than one milli-rad per hour (mrad/h), although uranium-238, radium-226, and thorium-230 were identified as buried onsite.

11. In 1973, AEC conveyed the SLAPS property by Quit Claim Deed to the St. Louis Airport Authority. Because radioactive materials remained on-site, the deed specified that the property could not be leased, sold, salvaged, disposed of, or used for any airport purposes without written consent from the Federal Aviation Administration.

12. In 1976 and 1978, DOE performed a radiological survey of SLAPS and found elevated radionuclide concentrations onsite and north of the site in ditches north and south of McDonnell Boulevard.

13. The contaminated ditches were designated for remedial action consideration under DOE's FUSRAP program to control low level radioactive contamination.

14. Soil contamination at SLAPS was found to range from background to 900 pCi/g uranium-238 and 1400 pCi/g radium 226 (**Update by DOE**). Contamination has also been found at vicinity properties, including an adjacent ball field, areas along McDonnell Boulevard, ditches north and south of SLAPS, portions of Banshee Road, and along Coldwater Creek.

15. In 1981, DOE initiated a two-year groundwater monitoring program at the SLAPS. Results indicate that radionuclides stored onsite are leaching into the groundwater. Uranium 238 was detected at significant levels with a maximum concentration of 2230 pCi/L.

16. In 1986, Bechtel National, Inc., under contract to DOE, conducted a radiological and limited chemical characterization survey at SLAPS to identify radionuclide concentrations, determine radionuclide distribution with depth and spatially, document hydrogeological properties of the site and determine the presence of any potentially hazardous chemical substances.

17. The 1986 Bechtel survey found radioactive contamination present at SLAPS in concentrations exceeding DOE guidelines and identified radioactive contamination as deep as 18 feet beneath the ground surface. Major contaminants were determined to be uranium-238, thorium-230, and radium-226. Concentrations of uranium-238, thorium-230, and radium-226 ranged up to 1600, 2600, and 5620 pCi/g, respectively (Update by DOE). Metal concentrations exceeding background were identified at SLAPS. No total organic halogens were found, but three samples contained in excess of 1 percent total organic carbon.

18. SLAPS is located in an area of mixed industrial, commercial, and recreational uses. Approximately 3000 persons reside within one mile of the site.

19. SLAPS is currently owned by the St. Louis Airport Authority, is not occupied, and contains no structures other than a security fence.

D. 9200 Latty Avenue Site

1. The 11-acre Latty Avenue Site is located at 9200 Latty Avenue, Hazelwood, Missouri. It is surrounded by commercial, light industries and transportation facilities. Approximately 2500 to 3000 people live within a one-mile radius of the site.

2. In April 1962, Contemporary Metals Corporation, which later became Continental Mining and Milling, purchased ore residues and uranium and radium process wastes being stored at SLAPS from AEC. In 1966, Continental Mining and Milling Company transported approximately 117,000 tons of these materials from SLAPS to their property at 9200 Latty Avenue. These radioactive materials consisted of 74,000 tons of Belgium Congo pitchblende raffinate, 32,500 tons of Colorado raffinate, 8,700 tons of leached barium sulfate cake, 1,500 tons of unleached barium sulfate cake and 350 tons of miscellaneous residues.

3. In 1967, Commercial Discount Corporation seized Continental Mining and Milling assets and sold and shipped 70,000 tons of these radioactive materials to Cotter Corporation in Canon City, Colorado.

4. Additional uranium residues were sold and shipped to Cotter Corporation in November 1970. As of December 1970, the only remaining materials at 9200 Latty Avenue were an estimated 10,000 tons of Colorado raffinate and 8,700 tons of leached barium sulfate.

5. In 1973, the remaining 10,000 tons of Colorado raffinate was shipped to Cotter Corporation.

6. The remaining barium sulfate was moved without authority to the West Lake Landfill in St. Louis County.

7. In June 1977, the buildings and grounds at 9200 Latty Avenue were purchased by Mr. E. Dean Jarboe. Mr. Jarboe currently also operates Futura Coatings, Inc. on the western portion of the site.

8. Radiological surveys conducted by the Nuclear Regulatory Commission (NRC) in 1976 indicated the presence of residual uranium and thorium concentrations in soil and exposure levels at 9200 Latty Avenue exceeded NRC/DOE guidelines for release of land areas for unrestricted use.

9. In 1977, a follow-up radiological characterization of HISS/FUTURA was made by DOE prior to occupancy by the present owners. This survey disclosed uranium, thorium and radium in and around the building, as well as in the soil to a depth of 18 inches, at concentrations in excess of DOE guidelines for residual radionuclide concentrations in soil.

10. In August 1979, under NRC guidance, the owner of the property cleaned up the buildings and a 3.5 acre tract of land surrounding the building. Approximately 13,000 cubic yards of radioactive material were generated from this cleanup and were placed on the HISS/FUTURA to form the main storage pile (Figure 2 of the Attachment A).

11. In 1981, DOE surveyed the northern and eastern boundaries of the HISS/FUTURA and identified radiation levels above background in all areas, and elevated concentrations of Uranium-238, Thorium-230 and Radium-226 in soil.

12. In 1984 DOE identified contamination of vicinity properties extending along Latty Avenue to Hazelwood Avenue, and from Coldwater Creek to Hanley Avenue. **Contaminant levels are (update by DOE).**

13. Remedial action during 1984 removed an additional 14,000 cubic yards of contaminated soil from HISS/FUTURA and along Latty Avenue. This radioactively contaminated soil was also stored on HISS/FUTURA to form the secondary pile presently on the site.

14. Data from characterization work performed to date indicates that:

a. a large portion of the ground surface and subsurface soil as deep as 15 feet beneath the surface of the HISS/FUTURA site still remains radiologically contaminated in excess of DOE guidelines;

b. a majority of the HISS/FUTURA ground surface also remains radiologically contaminated in excess of DOE guidelines. Subsurface contamination ranges from 2-6 feet deep over the site;

c. migration of radiologically contaminated material offsite from the HISS/FUTURA has occurred via surface pathways; and,

d. the volume of contaminated and waste material on the Latty Avenue site is estimated to be 119,600 to 211,000 cubic yards.

**e. Contamination levels (update by DOE).**

#### E. NPL Status

1. On October 4, 1989, SLAPS, the HISS/FUTURA Site and some vicinity properties were included on the National Priorities List (NPL), 40 C.F.R. Part 300, Appendix B, developed pursuant to Section 105(a)(8)(B), 42 U.S.C. § 9605(a)(8)(B).

### VIII. DETERMINATIONS

Based upon the foregoing findings and conclusions, the Parties have made the following determinations.

A. The Site is a facility within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

B. Radionuclides present at the Site include thorium-230, uranium-238 and radium-226, which are defined as hazardous air pollutants in Section 112 of the Clean Air Act and are therefore hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

C. The presence of radionuclides in the waste materials at the Site, in the underlying groundwater, in sediments from the nearby Coldwater Creek, and soil samples from the nearby roadways and recreational field constitute a release and threatened release of hazardous substances into the environment as defined at Section 101(22) of CERCLA, 42 U.S.C. § 9601(22);

D. Response actions addressed by this Agreement are, subject to consultation with and approval of EPA and MDNR as provided in this Agreement, under the jurisdiction of DOE.

E. The actions required to be taken pursuant to this Agreement are necessary to protect the public health and welfare and the environment and are consistent with the National Contingency Plan; and,

F. The schedules established by this Agreement satisfy the requirements of Section 120(e) of CERCLA, 42 U.S.C. § 9620(e).

#### IX. AGREEMENT

It is hereby agreed by the Parties that DOE shall conduct each of the following activities in accordance with the schedule set forth in Part X hereof:

##### A. Remedial Investigation and Feasibility Study

1. DOE shall conduct a Remedial Investigation and Feasibility Study in accordance with the guidelines set forth in the document entitled "Guidance For Conducting Remedial Investigations and Feasibility Studies Under CERCLA", Interim Final U.S. EPA Publication (October 1988), or more recent version thereof as EPA shall make available to DOE during the course of the RI/FS. Any disagreement as to the appropriateness of using any such guidance which changes during the course of work in progress shall be resolved in accordance with the dispute resolution procedures of Part XXIII of this Agreement. The Remedial Investigation shall include, inter alia the design, and implementation of a monitoring program to define the extent and nature of soil contamination and ground water contamination at the Site and the extent and nature of releases of hazardous substances for the Site.

2. DOE shall implement the previously approved RI and FS work plans in accordance with the schedule established in Part XI of this Agreement.

3. The RI shall be coordinated with the FS such that both activities are completed in a timely and cost effective manner.

#### B. Operable Unit Remedial Action

1. In accordance with Part XI of this Agreement, DOE shall propose deadlines for the completion of Operable Unit Work Plans for any Operable Unit currently anticipated. These work plans shall be reviewed in accordance with Part X of this Agreement.

2. All Operable Units undertaken pursuant to this Agreement shall comply with all NCP requirements and EPA guidelines applicable to such actions.

3. All requirements for remedial action selection and implementation pursuant to this Agreement shall apply to the selection and implementation of Operable Unit remedial actions, including the preparation of an Operable Unit Feasibility Study and Record of Decision for all Operable Unit remedial actions.

#### C. Remedial Action Selection

1. At such time as a Feasibility Study report, including an Operable Unit Feasibility Study report, becomes final in accordance with Part X of this Agreement, DOE shall publish a Proposed Plan for public review and comment in accordance with Part XXXI.

2. Within ninety (90) days of completion of the public comment period on the proposed plan, DOE shall submit its proposed Record of Decision (ROD), including its response to all significant comments received from the public during the public comment period (Responsiveness Summary), to EPA. The proposed ROD and Responsiveness Summary shall be written in accordance with the guidance document entitled "The Proposed Plan and the Record of Decision," OSWER Directive No. 9355.3-02 (March 1988), or more recent version thereof as EPA shall make available to DOE. Any disagreement as to the appropriateness of using any such guidance which changes during the course of work in progress shall be resolved in accordance with the dispute resolution procedures of Part XXIII of this Agreement. The Administrator of EPA shall, in consultation with DOE and MDNR pursuant to Part X, make the final selection of the remedial action for the Site. The remedial action selected by the Administration **with the approval of MDNR** shall be final and is not subject to dispute resolution under Part XXIII.

3. Within fifteen (15) months of receipt of written notice of final remedy selection by EPA, DOE shall commence substantial continuous physical onsite remedial action at the Site.

4. DOE shall implement the remedial action in accordance with the provisions, time schedule, standards and specification set forth in this Agreement and the approved Remedial Action Work Plan.

5. DOE shall provide for public participation in accordance with Part XXXI prior to commencement of any remedial action.

#### D. Removal Actions

1. Any removal actions undertaken by DOE at the site shall be conducted in a manner consistent with CERCLA, the NCP, and EPA removal guidance, including provisions for timely notice and consultation with EPA and MDNR.

2. For all removal actions except emergency removals, prior to undertaking the action, DOE shall advise EPA and MDNR, in writing, as to the basis for the action, the nature of the action, the expected time period during which the action will be implemented, and the impact, if any on any remedial action contemplated at the Site. For emergency removals, DOE shall provide as much advance notice as the circumstances leading to the removal action allow.

3. Prior to the initiation of any removal action, which is not an emergency removal, DOE shall provide EPA and MDNR adequate opportunity for timely review and comment on any such proposed removal action and work plan. Following consideration of EPA and MDNR comments, DOE shall provide to EPA and MDNR a written response to those comments, as soon as practicable, but in any case before work commences. DOE determination as to the necessity for taking emergency removal action shall not be subject to Parts XXIII and XXIV of this Agreement.

4. Upon completion of a removal action, DOE shall provide to EPA and MDNR, in writing, notification of the completion of the removal action and a description of the action taken.

5. Designation of Operable Units for the purpose of selecting and implementing an Operable Unit remedial action shall not limit DOE's authority to conduct removal actions.

6. Nothing in this Agreement shall alter DOE's authority with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

#### X. CONSULTATION WITH U.S. EPA AND MDNR

##### Review and Comment Process for Draft and Final Documents

##### A. Applicability



1. The provisions of this Part establish the procedures that shall be used by DOE and U.S. EPA and **MDNR** to provide the Parties with appropriate notice, review, comment, and response to comments regarding RI/FS and RD/RA documents, specified herein as either primary for secondary documents. In accordance with Section 120 of CERCLA, DOE will normally be responsible for issuing primary and secondary documents to U.S. EPA and **MDNR**. As of the effective date of this Agreement, all draft and final documents for any deliverable document identified herein shall be prepared, distributed and subject to dispute in accordance with Paragraphs B through J, below.

2. The designation of a document as "draft" or "final" is solely for purposes of consultation with U.S. EPA and **MDNR** in accordance with this Part. Such designation does not affect the obligation of the Parties to issue documents, which may be referred to herein as "final", to the public for review and comment as appropriate and as required by law.

#### B. General Process for RI/FS and RD/RA Documents

1. Primary documents include those documents that are major, discrete portions of RI/FS or RD/RA activities. Primary documents are initially issued by DOE in draft subject to review and comment by U.S. EPA and **MDNR**. Following receipt of comments on a particular draft primary document, DOE will respond to the comments received and issue a draft final primary document subject to dispute resolution. The draft final primary document will become the final primary document either 30 days after the period established for review of a draft final document if dispute resolution is not invoked or as modified by decision of the dispute resolution process.

2. Secondary documents include those documents that are discrete portions of the primary documents and are typically input or feeder documents. Secondary documents are issued by DOE in draft subject to review and comment by U.S. EPA and **MDNR**. Although DOE will respond to comments received, the draft secondary documents may be finalized in the context

of the corresponding primary documents. A secondary document may be disputed at the time the corresponding draft final primary document is issued.

C. Primary Documents

1. DOE shall complete and transmit drafts of the following primary documents to U.S. EPA and MDNR for review and comment in accordance with the provision of this Part:

- a. RI/FS Work Plan, including Sampling and Analysis Plan and QAPP;
- b. Risk Assessment;
- c. RI Report;
- d. Initial Screening of Alternatives;
- e. FS Report
- f. Proposed Plan;
- g. Record of Decision;
- h. Remedial Design;
- i. Remedial Action Work Plan; and,
- j. Community Relations Plan.

2. Only the draft final document for the primary documents identified above shall be subject to dispute resolution. DOE shall complete and transmit draft primary documents in accordance with the timetable and deadlines established in Part XI of this Agreement.

D. Secondary Documents

1. DOE shall complete and transmit draft documents for the following secondary documents to U.S. EPA for review and comment in accordance with the provision of this Part:

- a. Site Characterization Summary;
- b. Detailed Analysis of Alternatives;
- c. Post-screening Investigation Work Plan, if necessary;
- e. Treatability Studies, if necessary;

- f. Sampling and Data Results; and,
- g. Data Quality Objectives (Including QA/QC Plans).
- h. **Monitoring Plans**
- i. **Removal Plans**

2. Although U.S. EPA and **MDNR** may comment on the draft documents for the secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Paragraph B hereof. Target dates shall be established for the completion and transmission of draft secondary documents pursuant to Part XI of this Agreement.

E. Meetings of the Project Managers on Development of Documents

The Project Managers shall meet [approximately] **at least** every [60] 90 days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site on the primary and secondary documents. Prior to preparing any draft document specified in Paragraphs C and D above, the Project Managers shall meet to discuss the document results in an effort to reach a common understanding, to maximum extent practicable, with respect to the results to be presented in the draft document.

F. Identification and Determination of Potential ARARs

1. For those primary documents that consist of or include ARAR determinations, prior to the issuance of a draft document, the Project Managers shall meet to identify and propose, to the best of their ability, all potential ARARs pertinent to the document being addressed. **MDNR shall identify all potential State ARAR's as early in the remedial process as possible consistent with the requirements of CERCLA Section 121(d)(2)(A)(ii) and the NCP. The DOE shall consider any additional written interpretations of ARARs provided by the State.** Draft ARAR determinations shall be prepared by DOE in accordance with Section 121(d)(2) of CERCLA, the NCP and pertinent guidance issued by U.S. EPA which is not inconsistent with CERCLA and the NCP.

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2. In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a site specific basis and that ARARs depend on the specific hazardous substances, pollutants and contaminants at a site, the particular actions proposed as a remedy and the characteristics of a site. The Parties recognize that ARAR identification is necessarily an iterative process and the potential ARARs must be reexamined throughout the RI/FS process until a ROD is issued.

G. Review and Comment on Draft Documents

1. DOE shall complete and transmit each draft primary document to U.S. EPA and **MDNR** on or before the corresponding deadline established for the issuance of the document. DOE shall complete and transmit the draft secondary document in accordance with the target dates established for the issuance of such documents established pursuant to Part XI of this Agreement.

2. Unless the Parties mutually agree to another time period, all draft documents shall be subject to a 60-day period for review and comment. Review of any document by the U.S. EPA and **MDNR** may concern all aspects of the document (including completeness) and should include, but is not limited to, technical evaluation of any aspect of the document, and consistency with CERCLA, the NCP, **MHWML**, **MSWML** and any pertinent guidance or policy issued by the U.S. EPA and **MDNR**. Comments by the U.S. EPA and **MDNR** shall be provided with adequate specificity so that DOE may respond to the comment and, if appropriate, make changes to the draft document. Comments shall refer to any pertinent sources of authority or references upon which the comments are based, and, upon request of DOE, the U.S. EPA or **MDNR** shall provide a copy of the cited authority or reference. In cases involving complex or unusually lengthy documents, U.S. EPA or **MDNR** may extend the 60-day comment period for an additional 20 days by written notice to DOE prior to the end of the 60-day period. On or before the close of the

comment period, U.S. EPA and **MDNR** shall transmit by next day mail their written comments to DOE.

3. Representatives of DOE shall make themselves readily available to U.S. EPA and **MDNR** through the Project Managers, during the comment period for purposes of informally responding to questions and comments on draft documents. Oral comments made during such discussions need not be the subject of a written response by DOE on the close of the comment period.

4. In commenting on a draft document which contain a proposed ARAR determination, U.S. EPA and **MDNR** shall include a reasoned statement of whether they object to any portion of the proposed ARAR determination. To the extent that U.S. EPA or **MDNR** does object, they shall explain the basis for their objection in detail and shall identify any ARARs which they believe were not properly addressed in the proposed ARAR determination.

5. Following the close of the comment period of a draft document, DOE shall give full consideration to all written comments on the draft document submitted during the comment period. Within 60 days of the close of the comment period on a draft secondary document, DOE shall transmit to U.S. EPA and **MDNR** its written response to comments received within the comment period. Within 60 days of the close of the comment period on a draft primary document, DOE shall transmit to U.S. EPA and **MDNR** a draft final primary document, which shall include DOE's response to all written comments, received within the comment period. While the resulting draft final document shall be the responsibility of DOE, it shall be the product of consensus to the maximum extent possible.

6. DOE may extend the 60-day period for either responding to comments on a draft document or for issuing the draft final primary document for an additional 20 days by providing notice to U.S. EPA and **MDNR**. In appropriate circumstances, this time period may be further extended in accordance with Part XXI hereof.

H. Availability of Dispute Resolution for Draft Final Primary Documents

1. Dispute resolution shall be available to the Parties for draft final primary document as set forth in Part XXIII.

2. When dispute resolution is invoked on a draft primary document, work may be stopped in accordance with the procedures set forth in Part XXIII regarding dispute resolution.

I. Finalization of Documents

The draft final primary document shall serve as the final primary document if no party invokes dispute resolution regarding the document or, if invoked, at completion of the dispute resolution process should DOE's position be sustained. If DOE's determination is not sustained in the dispute resolution process, DOE shall prepare, within not more than 35 days, a revision of the draft final document which conforms to the results of dispute resolution. In appropriate circumstances, the time period for this revision period may be extended in accordance with Part XXI hereof.

J. Subsequent Modifications of Final Documents

Following finalization of any primary document pursuant to Paragraph I, above, U.S. EPA, DOE, or MDNR may seek to modify the document, including seeking additional field work, pilot studies, computer modeling or other supporting technical work, only as provided in Paragraphs 1 and 2 below.

1. U.S. EPA, DOE, or MDNR may seek to modify a document after finalization if it determines, based on new information (i.e., information that became available, or conditions that became known, after the document was finalized) that the requested modification is necessary. U.S. EPA, DOE, or MDNR may seek such a modification by submitting a concise written request to the Project Manager of the other Party. The request shall specify the nature of the requested modification and how the request is based on new information.

2. In the event that a consensus is not reached by the Project Manger on the need for a modification, either U.S. EPA, DOE, or **MDNR** may invoke dispute resolution to determine if such modification shall be conducted. Modification of a document shall be required only upon a showing that:

- a. the requested modification is based on significant new information, and
- b. the requested modification could be of significant assistance in evaluating impacts on the public health or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

3. Nothing in this Subpart shall alter U.S. EPA's or **MDNR's** ability to request the performance of additional work pursuant to Part XII of this agreement (Additional Work) which does not constitute modification of a final document.

#### XI. DEADLINES

A. Within thirty (30) days of the effective date of this Agreement, DOE shall submit to EPA and **MDNR** for review and approval a list of existing documents and prior actions taken at the Site which DOE contends satisfy, in whole or in part, the requirements of this Agreement.

B. Within forty-five (45) days of the effective date of this Agreement, DOE shall propose deadlines for completion of the following draft primary documents:

- 1. RI/FS Work Plan, including Sampling and Analysis Plan and QAPP;
- 2. Risk Assessment;
- 3. RI Report;
- 4. Initial Screening of Alternatives;
- 5. FS Report;
- 6. Proposed Plan;
- 7. Record of Decision; and,

8. Community Relations Plan.

Within thirty (30) days of receipt, EPA and MDNR shall review and provide comments to DOE regarding the proposed deadlines. Within thirty (30) days following receipt of the comments DOE shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed deadlines. If the Parties agree on proposed deadlines, the finalized deadlines shall be incorporated into the appropriate Work Plans. If the Parties fail to agree within thirty (30) days on the proposed deadlines, the matter shall immediately be submitted for dispute resolution pursuant to Part XIII of this Agreement. The final deadlines established pursuant to the Paragraph shall be published by EPA, In conjunction with MDNR.

C. Within thirty (30) days of issuance of the Record of Decision, DOE shall propose deadlines for completion of the following draft primary documents to EPA and MDNR.

1. Remedial Design; and,
2. Remedial Action Work Plan

These deadlines shall be proposed, finalized and published utilizing the same procedure set forth in Paragraph B. above.

D. The deadlines set forth in the Part, or to be established as set forth in this part, may be extended pursuant to Part XXI of this Agreement. The Parties recognize that one possible basis for extension of the deadline for completion of the Remedial Investigation and Feasibility Study Reports is the identification of significant new Site conditions during the performance of the Remedial Investigation.

XII. ADDITIONAL WORK OR MODIFICATION TO WORK

A. In the event that the U.S. EPA or MDNR determines that additional work or modification to work, including remedial investigatory work, is necessary to accomplish the objectives of the



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Agreement, notification shall be provided to DOE. DOE agrees, subject to the dispute resolution procedures set forth in Part XXIII, hereof, to implement all such work.

B. Except for minor field modifications, which are addressed in Paragraph XVIII.D., any additional work or modification to work determined to be necessary by DOE shall be proposed by DOE and will be reviewed and approved in accordance with Part X of this Agreement prior to initiating any work or modification to work.

C. Any additional work or modification to work approved pursuant to Subpart A or B shall be completed in accordance with the standards, specifications, and schedule determined or approved by U.S. EPA and MDNR. If any additional work or modification to work will adversely affect work scheduled or will require significant revisions to an approved Work Plan, the U.S. EPA and MDNR shall be notified immediately of the situation followed by a written explanation within ten (10) business days of the initial notification.

### XIII. CREATION OF DANGER

In the event the U.S. EPA or MDNR determines that activities conducted pursuant to this Agreement, or any other circumstances or activities, may present an imminent and substantial endangerment to the public health or welfare of the environment, the U.S. EPA or MDNR may order DOE to stop further implementation of work under this Agreement for such period of time as necessary to abate the danger. Any disagreement as to the appropriateness of an order to stop work under this provision shall be subject to the dispute resolution provisions of Part XXIII of this Agreement. However, even if DOE invokes dispute resolution, DOE shall immediately comply with the stop work order and continue in compliance with the order either until it is lifted or the matter is resolved by dispute resolution. The U.S. EPA or MDNR may direct DOE to stop further implementation of this Agreement for such period of time as needed to abate the danger.

#### XIV. REPORTING

A. Throughout the course of these activities, DOE shall submit to U.S. EPA and **MDNR** quarterly progress reports, which shall include, at a minimum, the following:

1. A description of the actions completed during the quarter towards compliance with this Agreement;

2. A description of all actions scheduled for completion during the quarter which were not completed along with a statement indicating why such actions were not completed and an anticipated completion date;

3. Copies of all data and sampling and test results, including sample number, sample location, sample description, and either a map depicting sample location or, if such a map has previously been provided, a reference to the appropriate map and location on the map, which have passed the quality assurance and quality control standards, agreed to by the Parties to this Agreement, received by DOE during the quarter; and,

4. A description of the actions which are scheduled for the following quarter.

B. These quarterly reports shall be due on or before the thirtieth (30) day of the month following the quarter for which the report is submitted. During periods of extended field activities (e.g., two (2) quarters or more), DOE shall provide monthly progress reports which will include the data identified above. These monthly reports shall be submitted by the tenth (10) day of each month following initial mobilization and revert to quarterly reporting the month following demobilization.

C. EPA and **MDNR** reserves the right to make reasonable requests for raw data and all other laboratory deliverables at any time during the project.

#### XV. MONITORING AND QUALITY ASSURANCE

A. DOE shall use Quality Assurance, Quality Control (QA/QC) and chain-of-custody procedures during all field investigation, monitoring, sample collection and laboratory analysis activities in accordance with U.S. EPA guidance.

B. DOE shall use the quality assurance, quality control, and chain of custody procedures specified in the Quality Assurance Project Plan as approved by U.S. EPA and **MDNR** for all sample collection and analysis performed pursuant to this Agreement.

C. All laboratories analyzing samples pursuant to this Agreement shall perform, at DOE's expense, analyses of samples provided by U.S. EPA and **MDNR** to demonstrate the quality of each such laboratory's analytical data.

D. DOE shall ensure that U.S. EPA and **MDNR** representatives are allowed access, for auditing purposes, to all laboratories and personnel utilized by DOE for sample collection and analysis and other field work.

#### XVI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. DOE shall make available to U.S. EPA and **MDNR** quality-assured results of sampling, tests and other data collection obtained by it, or on its behalf, with respect to the implementation of this Agreement in accordance with the requirements of Part XIV (Reporting), hereof. Copies of all other documents pertaining to sampling, test result, and other data collection, including, inter alia, quality assurance documentation, shall be provided by EPA and **MDNR** in a timely manner upon request by EPA and **MDNR**.

B. At the request of U.S. EPA and **MDNR**, DOE shall allow the Party making the request to collect split or duplicate samples of all samples collected pursuant to this Agreement. To the maximum extent possible, DOE shall notify U.S. EPA and **MDNR** at least twenty (20) business days prior to any sample collection. If it is not possible to provide twenty (20) business days advance notice, DOE shall provide as much notice as possible of the date and time that samples

will be collected. U.S. EPA and **MDNR** shall make all quality-assured results available to **each other** and DOE within thirty (30) days of receipt of such results.

#### XVII. CONFIDENTIAL BUSINESS INFORMATION

A. DOE may assert a business confidentiality claim covering all or part of the information submitted pursuant to this Agreement. Analytical data shall not be claimed as confidential by DOE. The information covered by such a claim will be disclosed by U.S. EPA only to the extent and by the procedures specified in 40 C.F.R. Part 2, Subpart B. Such a claim may be made by placing on or attaching to the information, at the time it is submitted to U.S. EPA, a cover sheet, stamped or typed legend or other suitable form of notice employing language such as "trade secret", "proprietary", or "company confidential". Allegedly confidential portions of otherwise nonconfidential documents should be clearly identified and may be submitted separately to facilitate identification and handling by U.S. EPA. If confidential treatment is sought only until a certain date or occurrence of a certain event, the notice should so state. If no such claim accompanies the information when it is received by U.S. EPA, it may be made available to the public without further notice to DOE. Information determined to be confidential by U.S. EPA pursuant to 40 C.F.R. Part 2, shall be afforded the protection specified therein.

**B. Information determined to be confidential by EPA pursuant to 40 CFR Part 2 shall be afforded the protection specified therein. Such information shall be reviewed by the MDNR Director for confidentiality pursuant to sections 260.430, 260.550 and 610.010 et seq., revised Statutes of the State of Missouri, and any regulations promulgated thereunder, and treated accordingly.**

[B.] C. Information, records, or other documents produced by DOE as classified within the meaning of and in conformance with the Atomic Energy Act of 1954, as amended, shall not be available to the public. In addition, these data, documents, records, or files which could otherwise

be withheld pursuant to the Freedom of Information Act (FOIA), 5 U.S.C., Subsection 552(a), unless expressly authorized for release by the originating part, shall be handled in accordance with those regulations. Other affected persons (e.g., remedial action contractor, PRPs, etc.) may assert a confidentiality claim covering all or part of any information requested under this Agreement. Such claims will be afforded the same protection pursuant to 40 C.F.R. Part 2 or 10 CSR 25 as provided by DOE.

#### XVIII. PROJECT MANAGERS

A. The following individuals are designated as the Project Managers for the respective party:

1. For U.S. EPA

[Gene Gunn] **Dan Wall**  
Waste Management Division  
U.S. Environmental Protection Agency  
Region VII  
728 Minnesota Avenue  
Kansas City, Kansas 66101  
Telephone number FTS 276-7776 [(913) 551-7776]

2. For DOE

[Bob Atkin] **Dave Adler**  
Site Manager  
Technical Services Division  
U.S. Department of Energy  
Oak Ridge Operations  
P.O. Box 2001  
Oak Ridge, Tennessee 37831-8723  
Telephone number: FTS 626-1826 [(615) 576-1826]

3. For MDNR

**Daniel M. Tschirgl**  
Environmental Engineer  
Federal Facilities Section  
Hazardous Waste Program  
MO Department of Natural Resources  
P.O. Box 176  
Jefferson City, Missouri 65102

B. All verbal notices and written documents, including, but not limited to written notices, reports, plans, and schedules, requested or required to be submitted pursuant to this Agreement shall be directed to the designated Project Managers. To the maximum extent possible, all communications between the parties concerning the terms and conditions of this Agreement shall be directed through the Project Managers.

C. The U.S. EPA and **MDNR** Project Managers and designee shall have the authority to:

1. take samples, request split samples of DOE samples and ensure that work is performed properly and pursuant to U.S. EPA and **MDNR** protocols as well as pursuant to the Attachments and plans incorporated into this Agreement:

2. observe all activities performed pursuant to this agreement, take photographs and make such other reports on the progress of the work as the Project Manager deems appropriate;

3. review records, files and documents relevant to this agreement; and,

4. recommend and request minor field modifications to the work to be performed pursuant to this Agreement, or in techniques, procedures or design utilized in carrying out this Agreement, which are necessary to the completion of the project.

D. DOE Project Manager may recommend and request minor field modifications to the work to be performed pursuant to this Agreement, or in techniques, procedures or design utilized in carrying out this Agreement, which are necessary to the completion of the project. Any field modifications proposed under this Part by any Party must be approved orally by all Project Managers to be effective. If agreement cannot be reached on the proposed additional work or modification to work, dispute resolution as set forth in Part XXIII may be used in addition to this Part. Within ten (10) business days following a modification made pursuant to this Part, the Project Manager who requested the modification shall prepare a memorandum detailing the modification and the reasons therefore and shall provide or mail a copy of the memorandum to the other Project Manager.

E. The Project Manager for DOE or his authorized designated representative shall be physically present on the Site or reasonably available to supervise work performed at the Site during implementation of the work performed pursuant to this Agreement and shall make himself available to U.S. EPA and MDNR for the pendency of this Agreement. The U.S. EPA and MDNR Projects Managers need not be present at the Site and their absence from the Site shall not be cause for work stoppage.

F. Either Party may change its designated project manager by providing written notice to the other Party of the change.

#### XIX. ACCESS

A. DOE shall provide access to U.S. EPA and MDNR to all property upon which any activities are being conducted or have been conducted pursuant to this Agreement such that U.S. EPA and MDNR and their Authorized Representatives are able to enter and move freely about such property at all reasonable times for the purposes related to activities conducted pursuant to this Agreement, including, inter alia, the following:

1. Inspecting and copying records, files, photographs, operating logs, contracts and other documents relating to this response action;
2. Reviewing the status of activities being conducted pursuant to this Agreement;
3. Collecting such samples or conducting such tests as U.S. EPA and MDNR determines are necessary or desirable to monitor compliance with the terms of this Agreement or to protect the public health, welfare, or the environment;
4. Using sound, optical or other types of recording equipment to record activities which have been or are being conducted pursuant to this Agreement; and,
5. Verifying data and other information submitted by DOE pursuant to this Agreement.

B. DOE shall advise U.S. EPA and **MDNR** as to any areas on the Site which it has designated as restricted access, based upon worker health and safety considerations. For those portions of the Site which have been so designated as of the effective date of this Agreement, DOE shall notify U.S. EPA and **MDNR**, in writing, within thirty (30) days of the effective date of this Agreement. For any portions of the Site which are so designated after the effective date of the Agreement, DOE shall notify U.S. EPA and **MDNR** verbally at the time of an inspection as to any designations since the prior inspection and, in writing, within ten days of the designation.

C. DOE may provide an escort to accompany U.S. EPA and **MDNR** during any inspections conducted by U.S. EPA or **MDNR** pursuant to this Agreement. DOE agrees to provide and U.S. EPA and **MDNR** agree to have its inspectors attend a safety briefing for U.S. EPA and **MDNR** inspectors prior to the U.S. EPA and **MDNR** inspectors' conducting an inspection within any portions of the Site designated as limited access pursuant to Paragraph XIX.B., above, without a DOE escort. This safety briefing shall only be required once for each inspector and shall be of approximately 2 hours duration.

D. Within thirty (30) days of the effective date of this Agreement, DOE shall provide U.S. EPA and **MDNR** a listing of all properties, including a description of the property and the name and address of the owner and any lessees of the property, to which access is required to perform any activities under this agreement but which is not owned or leased by DOE. DOE shall use all available authorities, including authorities under Section 104(e) of CERCLA, to obtain access necessary to conduct activities under this Agreement. Access shall be obtained to these properties in time so as not to have lack of access delay completion of any activity performed under this Agreement.

E. With respect to property not owned or leased by DOE, upon which monitoring wells, pumping wells, treatment facilities, **waste covered by this Agreement**, or other response actions are to be located, the access agreements shall also provide that no conveyance of title,



easement, or other interest in the property shall be consummated without provisions for the continued operation of such wells, treatment facilities, or other response actions on the property. The access agreements shall also provide that the owners of any site or of any property where monitoring wells, pumping wells, treatment facilities, **waste covered by this Agreement**, or other response actions are located shall notify DOE, U.S. EPA and **MDNR** by certified mail, at least thirty (30) days prior to any conveyance, of the property owner's intent to convey any interest in the property and of the provisions made for the continued operation of the monitoring wells, treatment facilities, or other response actions installed pursuant to this Agreement.

F. In the event DOE is unable to obtain voluntary access in a timely manner, it shall notify U.S. EPA and **MDNR** as to the steps being taken to secure such access.

#### XX. RECORD PRESERVATION

DOE shall, without regard to any document retention policy to the contrary, preserve during the pendency of this Agreement and for a minimum of ten (10) years after its termination, all records and documents in its possession, custody or control which relate in any way to hazardous substances generated, stored, treated or disposed of on the site, the release or threatened release of hazardous substances from the site or work performed pursuant to this Agreement. After the ten-year period has lapsed, DOE shall notify U.S. EPA and **MDNR** at least sixty (60) calendar days prior to the destruction of any such document. DOE shall, as directed by U.S. EPA and **MDNR**, either provide to U.S. EPA or **MDNR** the documents or copies of such documents or retain them for an additional time period specified by U.S. EPA or **MDNR**.

#### XXI. EXTENSIONS

A. Either a timetable and deadline or a schedule shall be extended upon receipt of any timely request for extension and when good cause exists for the requested extension. Any request for extension by [either] **any** Party shall be submitted in writing and shall specify:

1. The timetable and deadline or the schedule that is sought to be extended;
2. The length of the extension sought;
3. The good cause(s) for the extension; and,
4. Any related timetable and deadline or schedule that would be affected if the extension were granted.

B. Good cause exists for an extension when sought in regard to:

1. An event of Force Majeure;
2. A delay caused by another party's failure to meet any requirement of this agreement;
3. A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;
4. A delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; and,
5. Any other event or series of events mutually agreed to by the Parties as constituting good cause.

C. Absent agreement of the Parties with respect to the existence of good cause, DOE may seek and obtain a determination through the dispute resolution process that good cause exists.

D. Within seven days of receipt of a request for an extension of a timetable and deadline or a schedule, U.S. EPA and **MDNR** shall advise DOE in writing of [its] **their** respective position on the request. Any failure by U.S. EPA or **MDNR** to respond within the seven-day period shall be deemed to constitute concurrence in the request for extension. If U.S. EPA or **MDNR** does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

E. If there is consensus among the Parties that the requested extension is warranted, the affected timetable and deadline or schedule shall be extended accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be extended except in accordance with determination resulting from the dispute resolution process.

F. Within seven days of receipt of a statement of nonconcurrence with the requested extension, DOE may invoke dispute resolution.

G. A timely and good faith request for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected timetable and deadline or schedule until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, stipulated penalties may be assessed and may accrue from the date of the original timetable, deadline or schedule. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to complete compliance with the timetable and deadline or schedule as most recently extended.

## XXII. FORCE MAJEURE

A Force Majeure shall mean any event arising from causes beyond the control of a Party that causes a delay in or prevents the performance of any obligation under this Agreement, including, but not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; inability to obtain, at reasonable cost and after exercise of reasonable diligence, any necessary authorization, approvals, permits or licenses due to action or inaction of any governmental agency or authority

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other than DOE; delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and, insufficient availability of appropriate funds, if DOE shall have made timely request for such funds as part of the budgetary process as set forth Part XXXIV (Funding) of this Agreement. A Force Majeure shall also include any strike or other labor dispute, whether or not within the control of the parties affected thereby. Force Majeure shall not include increased costs or expenses of Response Actions, whether or not anticipated at the time such Response Actions were initiated.

### XXIII. RESOLUTION OF DISPUTES

A. Except as specifically set forth elsewhere in the Agreement, if a dispute arises under this Agreement, **whether between DOE and MDNR, DOE and EPA, or MDNR and EPA** the procedures of this Part shall apply. All Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Part shall be implemented to resolve a dispute.

B. Within thirty (30) days after: (1) the period established for review of a draft final primary document pursuant to Part X of this Agreement, or (2) any action which leads to or generates a dispute, the disputing Party shall submit to the other Parties a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute and the information the disputing Party is relying upon to support its position.

C. Prior to any party's issuance of a written statement of dispute, the disputing Party shall engage the other Party's in informal dispute resolution among the Project Managers and/or their

immediate supervisors. During this informal dispute resolution period the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute.

D. If an agreement cannot be reached on any issue within the informal dispute resolution period, the Disputing Party shall forward the written statement of dispute to the Dispute Resolution Committee (DRC), thereby elevating the dispute to the DRC for resolution.

E. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. The Parties shall each designate one individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level (SES or equivalent) or be delegated the authority to participate on the DRC for the purposes of dispute resolution under the Agreement. The U.S. EPA representative on the DRC is the Waste Management Division Director of U.S. EPA's Region VII. DOE's designated member is the DOE Oak Ridge Operations Technical Services Division Director. **The MDNR representative is the Director of the Division of Environmental Quality (DEQ).** Written notice of any delegation of authority from a Party's designated representative on the DRC shall be provided to the other party pursuant to the procedures of Part XVIII (Project Managers).

F. Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) days to unanimously resolve the dispute and issue a written decision. If the DRC is unable to unanimously resolve the dispute within this twenty-one (21) day period the written statement of dispute shall be forwarded to the Senior Executive Committee (SEC) for resolution.

G. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The U.S. EPA representative on the SEC is the Regional Administrator of U.S. EPA's Region VII. DOE's representative on the SEC is the DOE Oak Ridge Operations Manager. **The MDNR representative is the MDNR Director.** The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a

written decision. If unanimous resolution of the dispute is not reached within twenty-one (21) days, U.S. EPA's Regional Administrator shall issue a written position on the dispute. DOE or MDNR may, within twenty-one (21) days of the Regional Administrator's issuance of U.S. EPA's position issue a written notice elevating the dispute to the Administrator of U.S. EPA for resolution in accordance with all applicable laws and procedures. In the event that neither DOE nor MDNR elect[s] [not] to elevate the dispute to the Administrator within the designated twenty-one (21) day escalation period, DOE and MDNR shall be deemed to have agreed with the Regional Administrator's written position with respect to the dispute.

H. Upon escalation of a dispute to the Administrator of U.S. EPA pursuant to Subpart G, the Administrator will review and resolve the dispute within twenty-one (21) days. Upon request, and prior to resolving the dispute, the U.S. EPA Administrator shall meet and confer with the Secretary of DOE and MDNR Director to discuss the issue(s) under dispute. Upon resolution, the Administrator shall provide DOE and MDNR with a written final decision setting forth resolution of the dispute.

I. The pendency of any dispute under this Part shall not affect DOE's responsibility for timely performance of the work required by this Agreement, except that the time period for completion of work affected by such dispute shall be extended for a period of time usually not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement which are not affected by this dispute shall continue and be completed in accordance with the applicable schedule.

J. When dispute resolution is in progress, work affected by the dispute will immediately be discontinued if the Superfund Branch Chief for U.S. EPA's Region VII or DEQ Director requests in writing that work related to the dispute be stopped because, in the U.S. EPA's opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse effect on the remedy selection or implementation process. To the extent possible, U.S. EPA shall give

DOE prior notification that a work stoppage request is forthcoming. After stoppage of work, if DOE believes that the work stoppage is inappropriate or may have potential significant adverse impacts, DOE may meet with the Branch Chief and **MDNR** to discuss the work stoppage. Following this meeting, and further consideration of the issues, the Branch Chief will issue, in writing, a final decision with respect to the work stoppage. The final written decision of the Branch Chief may immediately be subjected to formal dispute resolution. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of DOE.

K. Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Part, DOE shall incorporate the resolution and final determination into the appropriate plan, schedule or procedures and proceed to implement this Agreement according to the amended plan, schedule or procedures.

L. Resolution of a dispute pursuant to the Part of the Agreement constitutes a final resolution of any dispute arising under the Agreement. DOE shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this part of this Agreement.

**M. In the event that MDNR continues to dispute the position of the Administrator of EPA, MDNR reserves its rights to the extent provided by law including but not limited to Sections 113(h), 121 and 310 of CERCLA, and Part XXXII (Enforceability) of this Agreement to bring an action in federal court to seek relief regarding such dispute and to seek injunctive relief to preserve the dispute, pending resolution.**

#### XXIV. STIPULATED PENALTIES

A. In the event that DOE fails to submit a primary document to U.S. EPA or **MDNR** pursuant to the appropriate timetable or deadline in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement which relates to an **operable unit**, interim or final remedial action, U.S. EPA and/or **MDNR** may assess a stipulated penalty against

DOE. A stipulated penalty may be assessed in an amount not to exceed \$5,000 for the first week (or part thereof), and \$10,000 for each additional week (or part thereof) for which a failure set forth in this Paragraph occurs.

B. Upon determining that DOE has failed in a manner set forth in Paragraph A, U.S. EPA or MDNR shall so notify DOE in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, DOE shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. DOE shall not be liable for the stipulated penalty assessed by U.S. EPA or MDNR if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

C. The annual reports required by Section 120(e)(5) of CERCLA shall include, with respect to each final assessment of a stipulated penalty against DOE under this Agreement, each of the following:

1. The facility responsible for the failure;
2. A statement of the facts and circumstances giving rise to the failure;
3. A statement of any administrative or other corrective action taken at the relevant facility, or a statement of why such measures were determined to be inappropriate;
4. A statement of any additional action taken by or at the facility to prevent recurrence of the same type of failure; and,
5. The total dollar amount of the stipulated penalty assessed for the particular failure.

D. Stipulated penalties assessed pursuant to this Part shall be payable to the Hazardous Substances Response Trust Fund or state fund from funds authorized and appropriated for that specific purpose.



E. In no event shall this Part give rise to a stipulated penalty in excess of the amount set forth in Section 109 of CERCLA.

F. This Part shall not affect DOE's ability to obtain an extension of a timetable, deadline or schedule pursuant to Part XXI of this Agreement.

G. Nothing in this Agreement shall be construed to render any officer or employee of DOE personally liable for the payment of any stipulated penalty assessed pursuant to this Part.

H. The stipulated penalties, if any, assessed pursuant to this section against DOE are payable by DOE to the EPA and MDNR.

#### XXV. OTHER APPLICABLE LAWS

A. Except as otherwise provided in Part XXVIII, below, with regard to permits, all actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations, including, but not limited to, any permitting or licensing requirements.

B. All reports, plans, specifications, and schedules submitted pursuant to this Agreement are, upon approval by EPA or MDNR incorporated into this Agreement. Any noncompliance with the such approved reports, plans, specifications, or schedules shall be considered a failure to achieve compliance with the requirements of this Agreement.

#### XXVI. RESERVATION OF RIGHTS

A. In consideration for DOE's compliance with this Agreement, and based on the information known to the Parties on the effective date of this Agreement, U.S. EPA, MDNR, and DOE agree that, except as provide below, compliance with this Agreement shall stand in lieu of any administrative, legal and equitable remedies against DOE available to U.S. EPA and MDNR regarding currently know releases or threatened releases of hazardous substances, including

hazardous wastes, pollutants or contaminants, at the Site which are within the scope of this Agreement, which are the subject of the RI/FS(s) to be conducted pursuant to this Agreement and which will be adequately addressed by the remedial action(s) provided for under this Agreement. However, nothing in this Agreement shall preclude U.S. EPA or **MDNR** from exercising any administrative, legal, or equitable remedies available to it in the event that:

1. Either conditions previously unknown or undetected by U.S. EPA or **MDNR** arise or are discovered at the Site or U.S. EPA or **MDNR** receives information not previously available concerning the premises if employed in reaching this Agreement; and,
2. The implementation of the requirements of this Agreement are no longer protective of public health and the environment.

B. Notwithstanding compliance with the terms of this Agreement, DOE is not released from liability, if any, for any actions beyond the terms of this Agreement, U.S. EPA or **MDNR** reserves the right to take any enforcement action pursuant to RCRA, CERCLA, **MHWML** and/or any other available legal authority for relief including, but not limited to, injunctive relief, monetary penalties, and punitive damages for any violation of law.

C. EPA and **MDNR** reserves the right to undertake response action(s) to address the release or threat of release of hazardous substances from the Site at any time and to seek reimbursement from DOE thereafter for such costs incurred.

#### XXVII. OTHER CLAIMS

A. Nothing in this Agreement shall constitute or be construed as a bar or release from any claim, cause of action or demand in law or equity by or against any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of

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any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

B. The U.S. EPA or **MDNR** shall not be held as a party to any contract entered into by DOE to implement the requirements of this Agreement.

C. This Agreement shall not restrict U.S. EPA or **MDNR** from taking any legal or response action for any matter not specifically part of the work covered by this Agreement.

D. Nothing in this Agreement shall be considered an admission by any Party with respect to any claim(s) by a person not a party to this Agreement, other than in a proceeding specified in Part XXXIII (Enforceability) of this Agreement, or with respect to any unrelated claim(s) by a Party.

#### XXVIII. PERMITS

A. As provided in Section 121(e)(1) of CERCLA, 42 U.S.C. § 9621(e)(1), no Federal, State, or local permit shall be required for those portions of the response actions undertaken pursuant to this Agreement which are conducted entirely onsite. Such onsite response actions must satisfy all applicable or relevant and appropriate Federal and state standards, requirements, criteria, or limitations which would have been included in any such permit. For each response action proposed by DOE which in the absence of 121(e)(1) of CERCLA would require a permit, DOE shall include the following information in the Feasibility Study Report, for remedial actions, or the Engineering Evaluation, for removal actions:

1. The identity of each permit which would otherwise be required;
2. The standards, requirements, criteria, or limitations which would have had to have been met to obtain each such permit; and,
3. A description of how the proposed response action will meet the standards, requirements, criteria or limitations which would be included in each such permit.

B. DOE shall make timely and complete application or request for all permits, licenses or other authorizations necessary to implement those portions of any response actions required by this Agreement which are not conducted entirely onsite. Each work plan shall identify each such permit, license or authorization addressed therein by providing the following information:

1. The agency or instrumentality from whom the permit, license or authorization must be sought and the agency or instrumentality which would grant or issue the permit, license or authorization if not the same as the one from which it must be sought;
2. The activity which would be the subject of the permit, license or authorization; and,
3. A description of the procedure to be followed in securing such permit, license or authorization, including the date by which an application must be filed and the anticipated duration of the permit, license or authorization.

C. If a permit which is necessary for implementation of this Agreement is not issued, or is issued or renewed in a manner which is materially inconsistent with the requirements of this Agreement, DOE shall notify U.S. EPA and **MDNR** in writing of its intention to propose modifications to this Agreement to obtain conformance with the permit (or lack thereof). Notification by DOE of its intentions to propose modifications shall be submitted within fifteen (15) calendar days of receipt by DOE of notification that: (1) a permit will not be issued; (2) a permit has been issued or reissued; or, (3) a final determination with respect to any appeal related to the issuance of a permit has been entered. **Whenever such an appeal is filed, DOE shall notify EPA and MDNR of such appeal within seven (7) calendar days.** Within sixty (60) days from the date it submits its notice of intention to propose modifications, DOE shall submit to the EPA and **MDNR** its proposed modifications to this Agreement will be reviewed in accordance with Part XXXIV of this Agreement. **Appeals of permits issued shall follow the applicable state statute and regulation.**

D. If DOE submits proposed modifications prior to a final determination of any appeal taken on a permit needed to implement this Agreement, U.S. EPA or **MDNR** may elect to delay review of the proposed modifications until after such final determination is entered.

E. During any appeal of any permit required to implement this Agreement or during review of any of DOE's proposed modifications as provided in Subpart D, above, DOE shall continue to implement those portions of this Agreement which can be reasonably implemented pending final resolution of the permit issue(s).

F. Except as otherwise provided in this Agreement DOE shall comply with applicable State and Federal hazardous waste management requirements at the site.

**G. NPDES Permits**

1. State operating permits to discharge stormwater are required for the SLAPS from DOE or property owner.

2. No parties waive their right under CERCLA as a result of applying for and receiving NPDES permits.

3. Removals and remedial action will not be driven by conditions in NPDES permit.

**XXIX. FIVE YEAR REVIEW**

If a remedy is selected for the Site which results in any hazardous substances, pollutants or contaminants remaining at the Site, U.S. EPA shall, consistent with Section 121(c) of CERCLA, review the remedial action no less often than each five years after the initiation of the remedial action to assure that human health and the environment are being protected by the remedial action being implemented. If upon such review it is the judgment of U.S. EPA and **MDNR** that additional action or modification of the remedial action is appropriate in accordance with Section 104 or 106 of CERCLA, EPA and **MDNR** shall seek modification of the work pursuant to Paragraph X.J. or Part XII, or both, as appropriate. **U.S. EPA shall notify the MDNR prior to**

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each review and consider comments from the MDNR in determining if additional action or modification of the remedial action is necessary.

#### XXX. PUBLIC PARTICIPATION

A. DOE shall develop and implement a Community Relations Plan (CRP) which responds to the need for an interactive relationship with all interested community elements, regarding activities and elements of work undertaken by DOE. DOE agrees to develop and implement the CRP in a manner consistent with Section 117 of CERCLA, the NCP, U.S. EPA guidelines set forth in U.S. EPA's Community Relations Handbook, and any modifications thereto.

B. In accordance with Section 117 of CERCLA, 42 U.S.C. § 9617, before adoption of any plan for remedial action pursuant to this Agreement, DOE shall:

1. Publish in a local newspaper or newspapers of general circulation a notice and brief analysis of the proposed plan, including an explanation of the proposed plan and alternatives considered;

2. Make such plan available to the public; and,

3. Provide a reasonable opportunity for submission of written and oral comments and an opportunity for a public meeting at or near the facility regarding the proposed plan and any proposed findings under Section 121(d)(4) of CERCLA, 42 U.S.C. § 9621(d)(4).

C. Before commencement of any remedial action, DOE shall publish a notice of the final remedial action plan adopted and shall make available to the public the plan, a discussion of any significant changes and the reasons for the changes in the proposed plan, and a response to each significant comment, criticism, and new data submitted during the public comment on the proposed plan.

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D. If the remedial action taken differs in any significant respects from the final plan which was adopted, DOE shall publish an explanation of the significant differences and the reasons such changes were made.

E. To the maximum extent practicable, prior to issuing a formal press release to the media regarding any of the work required by this Agreement, a party shall advise the other Parties of the press release and its contents.

F. DOE agrees it shall establish and maintain an administrative record at or near the Site in accordance with Section 113(k) of CERCLA. The administrative record shall be established and maintained in accordance with current and future U.S. EPA policy and guidelines. A copy of each document placed in the administrative record will be provided to the U.S. EPA and **MDNR**. The administrative record developed by DOE shall be routinely updated and copies of documents included within the Administrative Record shall be supplied to U.S. EPA and **MDNR** on at least a quarterly basis. DOE shall maintain a current index of the documents in the administrative record and shall provide U.S. EPA and **MDNR** copies of the current index along with each update of the administrative record.

G. DOE shall follow the public participation requirements of CERCLA Section 113(k) and comply with any guidance and/or regulations promulgated by U.S. EPA with respect to such Section.

#### XXXI. PUBLIC COMMENT

A. Within fifteen (15) days of the date of the acceptance of this Agreement, U.S. EPA and **MDNR** shall announce the availability of this Agreement to the public for review and comment. U.S. EPA and **MDNR** shall accept comments from the public for a period of thirty (30) days after such announcement. At the end of the comment period, U.S. EPA and **MDNR** shall review all such comments and shall either:

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1. Determine that the Agreement should be made effective in its present form, in which case DOE shall be so notified in writing, and the Agreement shall become effective on the date said notice is issued; or,

2. Determine that modification of the Agreement is necessary, in which case DOE will be forwarded a revised Agreement which includes all required changes to the Agreement.

B. In the event of significant revision or public comment, notice procedures of Section 117 and 211 of SARA shall be followed and a responsiveness summary shall be published by the U.S. EPA.

C. In the event that modification of the Agreement is determined by U.S. EPA or MDNR to be necessary pursuant to Paragraph A(2) above, within twenty (20) days of receipt of the revised Agreement, DOE reserves the right to withdraw from the Agreement. If DOE does not provide U.S. EPA and MDNR with written notice of withdrawal from the Agreement within such twenty (20) day period, the Agreement, as modified, shall automatically become effective on the twenty-first (21) day, and U.S. EPA or MDNR shall issue a notice to DOE to that effect.

#### XXXII. ENFORCEABILITY

A. The Parties agree that:

1. Upon the effective date of this Agreement, any standard, regulation, condition, requirement or order which has become effective under CERCLA and is incorporated into this Agreement is enforceable by any person pursuant to Section 310 of CERCLA, and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under Section 310(c) and 109 of CERCLA; and,

2. All timetables or deadlines associated with the RI/FS shall be enforceable by any person pursuant to Section 310 of CERCLA, and any violation of such timetables or deadlines will be subject to civil penalties under Section 310(c) and 109 of CERCLA;



3. All terms and conditions of this Agreement which relate to interim or final remedial actions, including corresponding timetables, deadlines or schedules, and all work associated with the interim or final remedial actions, shall be enforceable by any person pursuant to Section 310(c) of CERCLA, and any violation of such terms or conditions will be subject to civil penalties under Sections 310(c) and 109 of CERCLA; and,

4. Any final resolution of a dispute pursuant to part XXIII of this Agreement which established a term, condition, timetable, deadline or schedule shall be enforceable by any person pursuant to Section 310(c) of CERCLA, and any violation of such term, condition, timetable, deadline or schedule will be subject to civil penalties under Sections 310(c) and 109 of CERCLA.

B. Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action or work where review is barred by an provision of CERCLA, including Section 113(h) of CERCLA.

C. The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.

#### XXXIII. FUNDING

A. It is the expectation of the Parties to this Agreement that all obligations of DOE arising under this Agreement will be fully funded. DOE shall take all necessary steps and use its best efforts to obtain timely funding to meet its obligations under this Agreement.

B. DOE is preparing an Environmental Restoration and Waste Management Plan (5-Year Plan) which will identify, integrate and prioritize compliance and cleanup activities at all DOE facilities and sites, and provide a consistent basis for DOE to address environmental requirements and develop and supports its budget requests. The 5-Year Plan will be updated annually to incorporate any changes that occur in the program, including changes due to the following factors: the availability of Congressional funding; the completion or modification of Federal Facility

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Agreements; application of a national prioritization system to environmental restoration and waste management activities conducted under the 5-Year Plan; conditions determined as the result of assessment and characterization activities at DOE facilities and sites; and new or amended regulatory requirements.

C. The activities and related milestones in the Five-Year Plan shall be consistent with the provision, including requirements and schedules, of this Agreement; it is the intent of DOE that the Five-Year Plan be drafted to insure that the provisions of this Agreement are incorporated in the DOE planning and budget process. Nothing in the 5-Year Plan shall be construed to affect the provisions of this Agreement. However, in the event that application of the 5-Year Plan's national prioritization system results in a proposed implementation schedule for environmental restoration and waste management activities that is different than schedules developed pursuant to this Agreement, DOE may request, in writing, amendment to this Agreement or the extension of deadlines established by this Agreement. Where necessary, DOE may invoke the appropriate dispute resolution provisions of this Agreement. Pending resolution of any dispute, the schedules developed pursuant to this Agreement shall remain enforceable in accordance with the terms hereof. Any amendments to this Agreement will be incorporated, as necessary, in the annual updates of the 5-Year Plan.

D. Any requirement for the payment or obligation of funds, including stipulated penalties, by DOE established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases where payment of obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted. If appropriated funds are not available to fulfill DOE's obligations under this Agreement, U.S. EPA and **MDNR** reserves the right to initiate any other action which would be appropriate absent this Agreement.

E. The Parties recognize that U.S. EPA and MDNR must possess adequate resources to meet its commitments established by this Agreement. So that activities to be performed pursuant to this Agreement may proceed, U.S. EPA agrees to reprogram existing FY90 resources to fulfill its FY90 commitments established by this Agreement. The Parties agree that during FY90, the Parties will explore any possible alternatives which may be available to ensure that adequate resources are available to U.S. EPA to fulfill its commitments established by this Agreement.

F. Notwithstanding any other provision of this Agreement, in the event that U.S. EPA or MDNR determines that adequate resources are not available to meet any post-FY90 commitments established by this Agreement, U.S. EPA or MDNR may terminate their participation in this Agreement by written notice to DOE.

G. U.S. EPA and MDNR reserve any rights it may have to seek or obtain reimbursement of any funds expended by U.S. EPA or MDNR at the Site to the extent authorized by CERCLA; nothing herein shall prejudice U.S. EPA's or MDNR's ability to exercise any right to reimbursement provided by CERCLA.

#### XXXIV. REIMBURSEMENT OF STATE EXPENSES

A. Subject to the conditions and limitations set forth in this Part, DOE agrees to request funding and to reimburse the MDNR for all reasonable costs it incurs in providing services, which are not inconsistent with the National Contingency Plan (NCP).

B. Reimbursable expenses, reporting requirements, and procedures for reimbursement are as defined in the "Application for Federal Assistance," submitted by MDNR.

#### [XXXIV.] XXXV. AMENDMENT OF THE AGREEMENT

This Agreement may be amended by a written agreement of both Parties. No such amendment shall be final until signed by both Parties.

[XXXV.] XXXVI. TERMINATION

At such time as DOE believes it has completed all work required by this Agreement, except for the continuing obligations under Part XX (Record Preservation), DOE shall notify U.S. EPA and MDNR, in writing, and request EPA's and MDNR's concurrence that the Agreement be terminated. If U.S. EPA and MDNR agrees that all work required by this Agreement, except for the continuing obligations of Part XX, have been completed, it will so notify DOE, in writing. If U.S. EPA or MDNR do not agree, it will advise DOE, in writing, as to the work which remains to be completed. The provisions of this Agreement shall be deemed satisfied and terminated upon receipt of DOE of written notice from U.S. EPA and MDNR that DOE has demonstrated, to the satisfaction of the U.S. EPA and MDNR, that all the terms of this Agreement, except for the continuing obligations of Part XX, have been completed.

[XXXVI.] XXXVII. EFFECTIVE DATE

This Agreement is effective upon issuance of a notice to DOE by U.S. EPA and MDNR following implementation of Section XXXII, above, of this Agreement.

IN WITNESS WHEREOF, the Parties have affixed their signatures below:

For the United States Department of Energy:

\_\_\_\_\_  
Joe LaGrone  
Manager, Oak Ridge Operations  
U.S. Department of Energy  
Oak Ridge, Tennessee

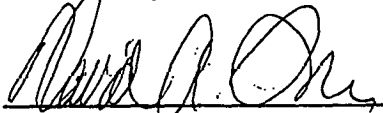
\_\_\_\_\_  
Date

For the United States Environmental Protection Agency, Region VII:

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**Dennis Grams**  
Regional Administrator  
United States Environmental  
Protection Agency  
Region VII  
Kansas City, Kansas



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**David A. Shorr**  
Director  
Missouri Department  
of Natural Resources  
Jefferson City, Missouri

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Date

MAR - 8 1996

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Date

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Formerly Utilized Sites Remedial Action Program (FUSRAP)

# ADMINISTRATIVE RECORD

for the St. Louis Site, Missouri



S. Department of Energy

Property  
of  
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