

DOE EM CLEANUP AND COMPLIANCE AGREEMENT FACT SHEET

SUMMARY

Data Element	Data
Site	Weldon Spring Site
Agreement Name	First Amended Federal Facility Agreement Cercla-VII-85-F-0057
State	Missouri
Agreement Type	Federal Facility Agreement
Legal Driver(s)	CERCLA
Scope Summary	Identify and implement Operable Unit Remedial Action alternatives at the Weldon Spring Site
Parties	US EPA; US DOE
Date	1/28/92

SCOPE

- Investigate the environmental impacts of past and present activities at the Site on the public health, welfare and the environment.
- Establish a procedural framework and schedule for developing, implementing, and monitoring response actions in accordance with government regulations.
- Identify and implement Operable Unit Remedial Action (OURA) alternatives prior to the implementation of final remedial actions. Establish requirements for the performance of the Remedial Investigation.
- Implement appropriate operable unit and final remedial actions after determining the nature, objective and schedule of response actions.

ESTABLISHING MILESTONES

- DOE shall submit drafts of primary and secondary documents to EPA according to the guidelines of Section X of this Agreement.

- Within 30 days of the issuance of the Record of Decision, DOE shall propose deadlines for submittal of the Remedial Design Work Plan to EPA. Deadlines shall be proposed, finalized and published utilizing the procedures set forth in this Agreement.
- EPA may request additional work or modifications to the Agreement.
- DOE shall submit to EPA quarterly progress reports which will include among other information a description of the actions completed and a description of work scheduled for completion but not completed during the quarter.
- If a remedy is selected which results in any hazardous substances, pollutants or contaminants remaining at the Site, EPA shall review the remedial action no less often than every 5 years after the initiation of the remedial action.
- Deadlines shall be extended upon receipt of a timely request for extension and when good cause exists such as an event of Force Majeure.
- If both Parties do not agree that good cause exists, then DOE may seek and obtain a determination through the dispute resolution process. However, the timetable, deadline or schedule shall not be extended except in accordance with determination resulting from the dispute resolution process.
- Timely and good faith requests shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected timetable, deadline or schedule until a decision is reached.
- If DOE is denied an extension after dispute resolution, penalties may be assessed and accrued from the date of the original timetable, deadline or schedule. If an extension is granted, judicial enforcement may be sought only to compel compliance with the recently extended timetable, deadline or schedule.

FUNDING

- DOE shall take all necessary steps and use its best efforts to obtain timely funding to meet its obligations under this Agreement, including but not limited to the submission of timely budget requests.
- Insufficient availability of appropriated funds could be considered good cause for an extension if and only if DOE made timely requests for such funds as part of the budgetary process described in Part XXXIV of this Agreement.

- Increased costs and expenses related to the implementation of Response Actions will not constitute a Force Majeure whether or not these were anticipated at the initiation of the Response Actions.
- DOE and EPA should communicate and exchange information about funding that affects DOE's commitments. EPA may comment on DOE's cost estimates corresponding to the activities under this Agreement for each Budget year, but nothing herein shall affect DOE's authority over its budgets and funding level submissions.
- Whenever DOE proposes a reprogramming, requests a supplemental appropriation, or intends to transfer funds in a manner likely to affect the ability of the DOE to conduct activities required under this Agreement, DOE shall notify EPA of its plans.
- No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act. In cases where payment or obligation is would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

PENALTIES

- Should DOE fail to submit a primary document to EPA pursuant to the appropriate timetable or deadline in accordance with the requirements of this Agreement, or fail to comply with a term or condition of this Agreement, EPA may assess penalties 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).
- Parties shall make an initial attempt to resolve disputes informally. Formal disputes shall be resolved according to the terms set forth in this Agreement. If disputes cannot be resolved through this process, the Administrator of EPA shall have ultimate authority in resolving the dispute.