

DOE/OR/07-1707
PRS-035

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**FEDERAL FACILITY AGREEMENT
FOR THE
PADUCAH GASEOUS DIFFUSION PLANT**

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January 2024

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THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION ~~IV~~4

AND

THE UNITED STATES DEPARTMENT OF ENERGY

AND

THE KENTUCKY NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION
CABINET

IN THE MATTER OF:)
)
The U. S. Department) FEDERAL FACILITY AGREEMENT
of Energy's) UNDER SECTION 120 OF CERCLA
) AND SECTIONS 3004(u), 3004(v)
) AND 6001 OF RCRA, AND KRS
PADUCAH GASEOUS DIFFUSION PLANT) 224 SUBCHAPTER 46
)
_____) Docket No.

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:

INTRODUCTION

This Agreement directs the comprehensive remediation of the Paducah Gaseous Diffusion Plant (PGDP). It contains requirements for: (1) implementing investigations of known or potential releases of hazardous substances, pollutants or contaminants, or hazardous wastes or hazardous constituents, (2) selection and implementation of appropriate remedial and removal actions, and (3) establishing priorities for action and development of

schedules, consistent with the established priorities, goals and objectives of this Agreement. This Agreement delineates the relationship between its requirements and the requirements for corrective measures being conducted under Sections 3004(u) and 3004(v) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6924(u) and 6924(v), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA), and KRS 224 Chapter 46, according to the conditions of PGDP's Federal Environmental Protection Agency RCRA Permit (the "HSWA" Permit) and Kentucky's Hazardous Waste Permit (collectively, the "RCRA Permits") and actions taken in accordance with a certain Administrative Consent Order dated November 23, 1988, (the "ACO"), pursuant to Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9620(e)(1), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499. It incorporates the site investigation process as begun at PGDP in accordance with the ACO issued November 1988 and the RCRA Permits, and addresses those releases included in the RCRA Permits and any newly discovered releases at or from units not identified in the RCRA Permits. This Agreement sets forth the CERCLA requirements to address releases of hazardous or radioactive substances or both not specifically regulated by RCRA and/or KRS 224 Chapter 46.

This Agreement governs the corrective/remedial action process from site investigation through site remediation and

describes procedures for the Parties to set annual work priorities (including schedules and deadlines) for that process. The Parties will coordinate the administrative and public participation processes prescribed by the various statutes (e.g., RCRA and CERCLA) governing the corrective/remedial action process at PGDP. Upon execution of this Agreement, the CERCLA ACO shall be terminated and the Parties agree that all DOE obligations and actions required by the CERCLA ACO are satisfied and complete.

This Agreement also consists of Appendices A through G. In the event of any inconsistency between this Agreement and its Appendices, this Agreement shall govern unless and until modified under Section XXXIX (Modification of Agreement) of this Agreement.

I. JURISDICTION

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

1. The U. S. Environmental Protection Agency (EPA), Region-~~IV~~4, enters into those portions of this Agreement that relate to: (1) the remedial investigation/feasibility study (RI/FS) pursuant to Section 120(e)(1) of CERCLA; (2) the RCRA Facility Investigation/Corrective Measures Study (RFI/CMS) pursuant to RCRA Sections 3004(u), 3004(v), 3008(h) and 6001, 42 U.S.C. §§ 6924(u), 6924(v), 6428(h), and 6961;

2. EPA enters into those portions of this Agreement

that relate to: (1) interim and final remedial actions pursuant to Section 120(e)(2) of CERCLA; and (2) corrective measures implementation, including interim measures, pursuant to Sections 3004(u), 3004(v), 3008(h) and 6001 of RCRA;

3. The U. S. Department of Energy (DOE) enters into those portions of this Agreement that relate to: (1) the RI/FS pursuant to Section 120(e)(1) of CERCLA; (2) the RFI/CMS pursuant to Sections 3004(u), 3004(v), 3008(h) and 6001 of RCRA; (3) the National Environmental Policy Act, 42 U.S.C. § 4321; and (4) the Atomic Energy Act of 1954 (AEA), as amended, 42 U.S.C. § 2201;

4. DOE enters into those portions of this Agreement that relate to: (1) interim and final remedial actions pursuant to Section 120(e)(2) of CERCLA; (2) corrective measures implementation, including interim measures, pursuant to Sections 3004(u), 3004(v), 3008(h) and 6001 of RCRA; and (3) the AEA;

5. DOE will take all necessary actions in order to fully effectuate the terms of this Agreement, including undertaking response actions on the Site (as such term is hereinafter defined) in accordance with laws, standards, limitations, criteria, and requirements under Federal or Kentucky law to the extent consistent with CERCLA, RCRA and KRS 224 Chapter 46.

6. The Kentucky Energy and Environment Cabinet (KEEC) formerly known as the Kentucky Natural Resources and Environmental Protection Cabinet (KNREPC) enters into this Agreement pursuant to Sections 107, 120(f) and 121(f) of CERCLA; Section 3006 of

RCRA and the Kentucky Revised Statutes Sections 224.46-530 and 224.10-100. On April 26, 1996 at 61 Fed. Reg. 18,504, EPA, pursuant to RCRA Section 3006, gave Kentucky final authorization, effective June 25, 1996, to administer the Corrective Action portions of HSWA, specifically including 42 U.S.C. § 6924(u) and (v).

B. The National Priorities List (NPL) is promulgated under Section 105 of CERCLA, 42 U.S.C. § 9605 and at 40 C.F.R. Part 300. The Paducah Site was included by EPA on the Federal Agency Hazardous Waste Compliance Docket established under Section 120 of CERCLA, 42 U.S.C. § 9620, (See Federal Register February 12, 1988). EPA Region ~~IV~~4 has evaluated the Paducah Site for inclusion on the NPL. The site was proposed for inclusion on the NPL in Federal Register May 10, 1993. The Site was listed on the NPL on May 31, 1994 at 59 Fed. Reg. 27,989. The Parties intend that this Agreement shall satisfy the requirements for an interagency agreement under Section 120 of CERCLA, 42 U.S.C. § 9620, for the Paducah Site.

II. DEFINITIONS

Except as provided below or otherwise explicitly stated in this Agreement, the definitions provided in CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (hereinafter the National Contingency Plan or

NCP) and RCRA and its implementing regulations, as they may be amended, shall control the meaning of the terms used in this Agreement unless such terms are otherwise modified by the Parties. This Agreement references documents and terms required by DOE's RCRA Permits. Appendix A to this Agreement identifies those documents and their CERCLA equivalents. For the purposes of this Agreement and the work required herein, any and all references to the documents or terms identified in Appendix A shall use the CERCLA terminology to simplify use of terms (e.g.,: any reference to an RI shall also include a reference to an RFI).

In addition, the following definitions are used for purposes of this Agreement.

A. Additional Work shall mean any work agreed upon by the Parties under Section XIX (Additional Work) to this Agreement.

B. Atomic Energy Act (AEA) shall mean the Atomic Energy Act of 1954, as amended, 42 U.S.C. §§ 2011, et seq.

C. Agreement shall mean this document and shall include all Appendices to this document referred to herein. All such Appendices shall be enforceable in accordance with Section XLIV (Enforceability) of this Agreement.

D. Applicable Kentucky Laws shall include but not be limited to all laws determined to be applicable or relevant and appropriate requirements (ARARs) as described in Section 121(d) of CERCLA, 42 U.S.C. § 9621(d). It is recognized that in some

instances in which this phrase is used, there may be no applicable Kentucky laws.

E. ARAR(s) shall mean "legally applicable" or "relevant and appropriate", standards, requirements, criteria, or limitations as those terms are used in Section 121(d)(2)(A) of CERCLA, 42 U.S.C. § 9621(d)(2)(A).

F. Areas of Concern (AOC) shall include any area having a probable or known release of a hazardous waste, hazardous constituent or hazardous substance which is not from a solid waste management unit and which poses a current or potential threat to human health or the environment. Such areas of concern may require investigations and remedial action, in accordance with the requirements of this Agreement.

G. Authorized Representatives shall mean a Party's employees, agents, successors, assigns, and contractors acting in any capacity, including an advisor capacity, when so designated by that Party.

H. CERCLA shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499.

I. Corrective Action shall mean those actions necessary to correct releases to all media from all Solid Waste Management Units and/or AOCs at RCRA facilities. Corrective Action consists

primarily of four steps: the RCRA Facility Assessment, the RCRA Facility Investigation, the Corrective Measures Study, and the Corrective Measures Implementation (including interim measures). For the purposes of this Agreement, the term Corrective Action shall be equivalent to the terms Respond, Response or Response Action.

J. Corrective Measures Implementation (CMI) shall mean the design, construction, operation, maintenance, and monitoring of selected corrective measures. For the purposes of this Agreement, the CMI shall meet the requirements of RCRA, the corrective action requirements of KRS 224 SubChapter 46, their implementing regulations and the RCRA Permits, and shall be equivalent to the Remedial Design/Remedial Action.

K. Corrective Measures Study (CMS) shall mean the study or report identifying and recommending, as appropriate, specific corrective measures that will correct the release(s) identified during the RCRA Facility Investigation. For the purposes of this Agreement, the CMS shall be equivalent to the Feasibility Study.

L. Days shall mean calendar days, unless business days are specified. Any submittal 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 following business day.

M. DOE shall mean the United States Department of Energy and its authorized representatives. Subsequent to signing of the FFA, the Oak Ridge Operations Office was reorganized into the Portsmouth/Paducah Project Office (PPPO). PPPO was established in July 2003. This agreement may refer to either.

N. Draft (D1) Primary Document shall mean the first draft of a report or work plan issued by DOE for any primary document listed in Section XX.C.1 and transmitted to EPA and ~~KNREPCKEEC~~ for review and comment under Section XX (Review/Comment On Draft/Primary Documents) of this Agreement except for RODs and IM Reports. The first draft of RODs and IM Reports shall represent the Draft-Final (D2) Primary Document.

O. Draft-Final (D2) Primary Document shall mean the revised draft report or work plan issued by DOE for any primary document listed in Section XX.C.1 (Review/Comment On Draft/Primary Documents) after receipt of comments from the EPA and ~~KNREPCKEEC~~ and before it becomes a final primary document under Section XX (Review/Comment On Draft/Primary Documents). All Draft-Final Primary Documents will be designated D2. A D2 Primary Document may be subject to the dispute resolution procedures of Section XXV (Resolution of Disputes) of this Agreement.

P. EPA shall mean the United States Environmental Protection Agency and its authorized representatives.

Q. Feasibility Study(s) (FS) shall mean a study to develop and evaluate options for remedial action. The FS emphasizes data analysis and is generally performed concurrently and in an interactive fashion with the remedial investigation (RI), using the data gathered during the RI. The RI data are used to define the objectives of the response action, to develop remedial action

alternatives, and to undertake an initial screening and detailed analysis of the alternatives. The term also refers to the report that describes the results of the study. For purposes of this Agreement, the FS shall be equivalent to the CMS.

R. Hazardous Constituent(s) shall mean those substances listed in Appendix VIII to 40 C.F.R. Part 261 and includes Hazardous Constituents listed in Table 1 of 40 C.F.R. § 261.24.

S. Hazardous Substances shall have the meaning set forth in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

T. Hazardous Waste(s) shall have the meaning set forth by § 1004(5) of RCRA, 42 U.S.C. § 6903(5) and in 40 C.F.R. Parts 260 and 224 KRS 01-010 (31)(b).

U. Interim Measures (IM) shall mean those measures conducted in accordance with Condition II.E. of the EPA HSWA Permit and Condition IV.E of DOE's Kentucky Hazardous Waste Permit to contain, remove, mitigate, or treat contamination resulting from the release of Hazardous Constituents from Solid Waste Management Units and AOCs in order to protect against current or potential threats to human health and the environment. Such measures shall be equivalent to Interim Remedial Actions or Removal Actions under this Agreement.

V. Interim Remedial Action shall mean a temporary or non-final action performed in anticipation of a subsequent final remedy decision. Such actions may be necessary to, among other

things, control or prevent the further spread of contamination while a final comprehensive remedy is being developed. A ROD specifying Interim Remedial Action for an Operable Unit necessitates an incomplete RI/FS for that Operable Unit. Therefore, an RI/FS for an Operable Unit undergoing an Interim Remedial Action, shall be continued or planned in accordance with Section XVIII (Site Management, Timetables and Deadlines, Budget Planning and Execution, Cost and Productivity Savings) of this Agreement.

W. KNREPC shall mean the Commonwealth of Kentucky's Natural Resources and Environmental Protection Cabinet and its authorized representatives. Subsequent to signing of the FFA, KNREPC was reorganized and is now known as Kentucky's Energy and Environment Cabinet (KEEC). KEEC was established in June 2008. This agreement may refer to either.

X. National Contingency Plan (NCP) shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, and any amendments thereto.

Y. National Priorities List (NPL) Site shall mean the Site as finally promulgated at 40 C.F.R. Part 300.

Z. On-site shall mean the areal extent of contamination and all suitable areas in very close proximity to the contamination necessary for implementation of the response action, 40 C.F.R. Section 300.400(e). Nothing contained in this paragraph Z shall limit any authority ~~KNREPC~~KEEC has, absent this Agreement, to enforce the requirements of Kentucky law.

AA. Operable Unit (OU) shall mean a discrete action that

comprises an incremental step toward comprehensively addressing Site problems. This discrete portion of a remedial response manages migration, or eliminates or mitigates a release, threat of release, or pathway of exposure. The cleanup of the Site can be divided into a number of OUs, depending on the complexity of the problems associated with the Site. OUs may address geographic portions of the Site, specific Site problems, or initial phases of an action, or may consist of any set of actions performed over time or any actions that are concurrent but located in different parts of the Site. A Comprehensive Site (CS) OU is an OU which integrates the information obtained from Potential OU RI/FS activities regarding environmental media (i.e., surface water OU and ground water OU) which has been contaminated by commingled source Releases. OUs will not impede implementation of subsequent response actions at the Site.

BB. Paducah Gaseous Diffusion Plant (PGDP) shall mean the lands owned by the United States and under the jurisdiction of DOE (approximately 3,423 acres) that are located in Western McCracken County, Kentucky, approximately 10 miles west of Paducah Kentucky. PGDP is described in more detail in Section VIII (Site Description) of this Agreement.

CC. Parties shall mean all parties who are signatories to this Agreement.

DD. Potential Operable Units shall mean those areas listed

in the most recently approved SMP and RCRA Permits which are to be addressed under a single RI/FS Work Plan which may lead to a single Proposed Plan (as such term is hereafter defined) and a corresponding RCRA Permit modification for the Potential OU as a whole, or multiple Interim Remedial Action OU Proposed Plans. Waste Area Groupings identified in the RCRA Permits shall be included in the list of Potential OUs.

EE. Project Manager(s) shall mean the officials designated by EPA, DOE, and ~~KNREPCKEEC~~ to coordinate, monitor, or direct remedial response actions at the Site.

FF. Proposed Plan shall be the report which briefly describes the remedial alternatives analyzed, proposes a preferred remedial action alternative, and summarizes the information relied upon to select the preferred alternative. The Proposed Plan shall meet the criteria established in 40 C.F.R. Section 300.430(f)(2). The Proposed Plan shall be considered as equivalent to the Draft Permit Modification.

GG. Quality Assured Data shall mean data that have undergone the quality assurance process as set forth in the approved Quality Assurance Plan.

HH. RCRA shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended. 98-616.

II. RCRA closure and post-closure care shall mean closure and post-closure care of hazardous waste management units under

40 C.F.R. Parts 264 and 265 or the Commonwealth of Kentucky's corresponding regulations.

JJ. RCRA Facility Assessment(s) (RFA(s)) shall mean the assessment(s) performed under RCRA to identify actual and potential releases from regulated units and other Solid Waste Management Units located at PGDP. This includes Solid Waste Management Unit (SWMU) Assessment Reports for newly discovered SWMUs identified since issuance of the RCRA Permits. For the purposes of this Agreement, RFA shall include removal and remedial site evaluations.

KK. RCRA Facility Investigation (RFI) shall mean an investigation performed in accordance with the RCRA Permits to gather data sufficient to adequately characterize the nature, extent and rate of migration of actual and potential hazardous constituent releases identified in the RFA. For purposes of this Agreement, RFI shall be equivalent to the Remedial Investigation.

LL. Record of Decision (ROD) shall mean the document issued which describes a remedial action plan for an Operable Unit pursuant to Section 117(b) of CERCLA, 42 U.S.C. § 9617 and shall be consistent with 40 C.F.R. 300.430(f)(5).

MM. Release shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other

closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes 1) any Release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such person, 2) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, 3) Release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the AEA, if such Release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 170 of the AEA, or, for the purposes of Section 104 of CERCLA or any other response action, any Release of source, byproduct, or special nuclear material from any processing site designated under Section 102(a)(1) or 302(a) of the Uranium Mill Tailings Radiation Control Act of 1978, 4) the normal application of fertilizer, and 5) the Releases of petroleum as excluded under Section 101(14) and (33) of CERCLA, 42 U.S.C. § 9601(14) and (33). However, nothing herein shall affect DOE's obligation to report Releases of petroleum pursuant to KRS 224.01-400 and 224.01-405.

NN. Regulated Unit shall mean a surface impoundment, waste pile, and land treatment unit or landfill that receives hazardous waste after July 26, 1982.

OO. Remedial Action (RA) shall mean the implementation of the RA Work Plan, in accordance with the ROD, the approved Remedial Design (RD), the NCP and Superfund Remedial Design and RA Guidance including on-site construction, treatment processes, and any other necessary tasks and shall be consistent with 42 U.S.C. Section 9601(24). For the purposes of this Agreement, the RA shall be equivalent to the CMI which shall meet the requirements of the RCRA Permits.

PP. Remedial Action Work Plan shall mean the plan describing the implementation of the RA selected for remediation of an OU.

QQ. Remedial Design (RD) Report shall mean the report which specifies the technical analysis and procedures which follow the selection of a remedy and result in a detailed set of plans and specifications for final design of the RA. In accordance with the approved RD Work Plan, Intermediate RD Reports and a Final RD Report shall be submitted for review and comment in accordance with Section XX (Review/Comment on Draft/Final Documents) of this Agreement. The design shall generally be developed in phases (e.g., 30%, 60%, 90%, etc.,) with Intermediate RD Reports for each primary design development/review phase.

RR. Remedial Design (RD) Work Plan shall mean the plan specifying the approach to developing the RD. This plan shall

specify the general content, approach, and schedule for submitting the secondary Intermediate RD Report(s) and the D1 RD Report. Generally, the RD Work Plan shall include the conceptual design.

SS. Remedial Investigation (RI) shall mean an investigation conducted to adequately assess the nature and extent of the Release or threat of Release of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents and to gather necessary data to support the corresponding baseline risk assessment and FS and shall be consistent with 40 C.F.R. 300.5. For purposes of this Agreement, the RI shall be equivalent to the RFI.

TT. Removal Action shall have the same meaning as "remove" or "removal" as defined by Section 101(23) of CERCLA, 42 U.S.C. § 9601(23). For the purposes of this Agreement, Removal Action shall be equivalent to IM under the RCRA Permits.

UU. Respond, Response or Response Action shall have the meaning set forth in Section 101(25) of CERCLA, 42 U.S.C. § 9601(25). For purposes of this Agreement, the terms respond, response and response action shall be equivalent to Corrective Action.

VV. Site (Paducah Site) shall mean "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and includes all areas contaminated by Hazardous Substances, pollutants or

contaminants, or Hazardous Wastes and Hazardous Constituents from Releases at PGDP. This definition is not intended to limit CERCLA, RCRA, or any other federal response authorities or Kentucky authorities.

WW. Site Management Plan (SMP) shall mean the plan, to be updated annually, which establishes the fiscal year, fiscal year +1, fiscal year +2, and any outyear enforceable commitments (i.e., surface and ground water OU completion dates), and long term projections schedule for work planned in accordance with Section XVIII (Site Management, Timetables and Deadlines, Budget Planning and Execution, Cost and Productivity Savings) of this Agreement. The SMP is Appendix G hereto.

XX. Solid Waste shall have the meaning set forth by Section 1004(27) of RCRA, 42 U.S.C. § 6903(27) and in 40 C.F.R. Part 261 and KRS 224.01-010(31).

YY. Solid Waste Management Unit (SWMU) means any discernible unit at which solid wastes have been placed at any time, irrespective of whether the unit was intended for the management of solid or Hazardous Waste. Such units include any area at a facility at which routine and systematic releases of hazardous wastes or hazardous constituents has occurred.

ZZ. Kentucky shall mean the Commonwealth of Kentucky.

AAA. Treatment, Storage, and Disposal (TSD) Units shall include all hazardous waste management units, as the term is

defined by 40 C.F.R. 260.10 and 401 KAR 30:010, authorized to treat, store, and dispose of RCRA hazardous wastes under the RCRA "base program" administered by the Commonwealth of Kentucky.

BBB. Timetables and Deadlines shall mean schedules as well as that work and those actions that are to be completed and performed in conjunction with such schedules, including performance of actions and schedules established pursuant to Section XVIII (Site Management, Timetables and Deadlines, Budget Planning and Execution, Cost and Productivity Savings), Section XIX (Additional Work), Section XX (Review/Comment On Draft/Primary Documents), and Section XXV (Resolution of Disputes) of this Agreement.

CCC. Waste Area Grouping (WAG) shall mean a group of solid waste management units and/or other Areas Of Concern that are geographically contiguous, hydrologic units or SWMUs/AOCs that exhibit other common characteristics (e.g., contaminant type, remedial alternatives, etc.). DOE may consolidate SWMUs, WAGs, and/or other areas into single groupings for purposes of conducting any work under this Agreement and with the concurrence of EPA and ~~KNREPC~~KEEC. Potential OUs include a WAG or a group of WAGs which assemble SWMUs/AOCs under a single RI/FS Work Plan to facilitate effective site characterization.

III. PURPOSES OF AGREEMENT

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 that appropriate response action is taken as necessary to protect the public health and welfare and the environment.

2. Ensure that all Releases of Hazardous Substances, pollutants or contaminants as defined by CERCLA and all Releases of Hazardous Wastes as defined by RCRA and KRS Section 224 or Hazardous Constituents as defined by RCRA are addressed so as to achieve a comprehensive remediation of the Site;

3. Establish a procedural framework and schedule for developing, implementing, and monitoring appropriate response actions at the Site in accordance with CERCLA, the NCP, RCRA Sections 3004(u) and (v), 3008(h), the RCRA Permits the Corrective Action Provisions of KRS 224 Subchapter 46, and appropriate guidance and policy, and in accordance with the law of the Commonwealth of Kentucky;

4. Facilitate cooperation, exchange of information, and participation of the Parties and provide for effective public participation;

5. Minimize the duplication of investigative and analytical work and documentation and ensure the quality of data management;

6. Ensure that response action(s) at the Site will be

in compliance with ARARs (unless a particular ARAR is waived pursuant to 40 CFR §300.430(f)(1)(ii)(C));

7. Expedite response actions with a minimum of delay;

8. Establish a basis for a determination that DOE has completed the RI/FS(s), RD(s), and RA(s) at the Site pursuant to CERCLA, the NCP and the corrective action provisions of KRS 224 Subchapter 46;

9. Coordinate response actions under CERCLA, including actions taken under the ACO, with the Corrective Action activities required by the RCRA Permits and Kentucky hazardous waste laws.

10. Coordinate response actions under CERCLA, RCRA Sections 3004(u) and (v), 3008(h), the Corrective Action Provisions of KRS 224 Subchapter 46, and this Agreement with any investigatory/response actions that may be required pursuant to the KPDES, for those outfall ditches subject to investigation under this Agreement;

11. Coordinate an early review of response actions by the appropriate federal and Kentucky Natural Resources Trustees to minimize or eliminate potential injury to natural resources. Provided, however, that nothing herein shall be deemed to vest in the Natural Resource Trustees any authority they would not otherwise have absent this Agreement.

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

1. Establish requirements for conducting the removal actions identified or to be identified in Section X (Removal Actions) consistent with the purposes of this Agreement and in a manner consistent with the NCP and the RCRA Permits.

2. Identify Potential OUs, and OUs for Interim RAs, which are necessary or appropriate at the Site in accordance with the program management principles of the NCP. This process is designed to promote cooperation among the Parties in the early identification of Potential OUs and to coordinate the investigatory process with the evaluation of remedial alternatives prior to selection of an Operable Unit(s) via a Proposed Plan.

3. Establish one set of consistent requirements, consistent with the NCP, and the RCRA Permits, for the performance of an RI(s) to adequately determine the nature and extent of the threat to the public health or welfare or the environment caused by the Release or threatened Release of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and hazardous constituents at the Site in accordance with CERCLA, RCRA Sections 3004(u) and (v), 3008(h), the Corrective Action Provisions of KRS 224 Subchapter 46, and in compliance with ARARs identified pursuant to this Agreement. Appendix B lists those SWMUs or AOCs under the RCRA Permits requiring an RI.

4. Establish one set of consistent requirements, consistent with the NCP, and the RCRA Permits for the performance of an FS(s) for the Site to identify, evaluate, and select alternatives for the appropriate RA(s) to prevent, mitigate, or abate the Release or threatened Release of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents at the Site in accordance with CERCLA, RCRA Sections 3004(u) and (v), 3008(h), the Corrective Action Provisions of KRS 224 Subchapter 46, and in compliance with ARARs identified pursuant to this Agreement.

5. Establish requirements for the performance of a periodic review of response actions to determine fully the nature and extent of the threat to the public health or welfare or the environment anticipated to remain at the Site, including risks associated with more than one Operable Unit. The periodic review shall be performed in accordance with Section XXX (Five Year Review) of this Agreement.

6. 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 remediation of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents, as mandated by CERCLA, RCRA Sections 3004(u) and (v), 3008(h), the Corrective Action Provisions of KRS 224 Subchapter 46, and in compliance with ARARs identified

pursuant to this Agreement.

7. Implement the selected removal actions and RAs (including Interim Remedial Actions) in accordance with CERCLA, the NCP, RCRA Sections 3004(u) and (v), 3008(h), the RCRA Permits, the Corrective Action Provisions of KRS 224 Subchapter 46, and in compliance with ARARs identified pursuant to this Agreement.

8. Meet the requirements of Section 120(e)(2) of CERCLA, 42 U.S.C. § 9620(e)(2).

9. Provide for continued operation and maintenance following implementation of the selected RA(s).

10. Assure compliance with Federal and Commonwealth of Kentucky hazardous waste laws and regulations for matters covered by this Agreement.

11. Expedite the remediation process to the extent necessary to protect human health and welfare and the environment.

12. Provide for the continuation of the actions initiated under the ACO and ensure that such actions are in compliance with this Agreement, the NCP and RCRA Sections 3004(u) and (v), 3008(h), and the Corrective Action Provisions of KRS 224 Subchapter 46.

13. Provide for early and meaningful public involvement in the initiation, development, and selection of remedial

action(s) to be undertaken at the Site, including the review of all applicable data as it becomes available and the development of studies, reports, and action plans.

14. Provide a framework for reducing the costs of clean-up activities at the Site through improved project management, greater involvement of EPA and ~~KNREPC~~KEEC in DOE's planning and budgeting processes, improved oversight of clean-up, greater use of consultative approaches, and elimination or streamlining of unnecessary procedures.

C. Under this Agreement, DOE agrees that it shall conduct, at a minimum, the following activities to meet the purposes of this Agreement:

1. Perform site evaluations for those areas with potential or known Releases of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents identified after the effective date of this Agreement, pursuant to Section IX (Site Evaluations) of this Agreement.

2. Identify and prioritize Potential OUs at the Site for the purposes of expediting removal actions/RAs for those OUs which pose the greatest risks of exposure and/or migration. The identification and prioritization of Potential OUs shall meet the requirements of Section XVIII (Site Management, Timetables and Deadlines, Budget Planning and Execution, Cost and Productivity Savings) of this Agreement.

3. Conduct removal actions for the Site in accordance with the timetables set forth in Appendix C of this Agreement. The removal actions shall meet the requirements set forth in Section X of this Agreement.

4. For each final Potential OU (involving final Remedial Action) at the Site, conduct an RI and prepare a Baseline Risk Assessment in accordance with the timetables set forth in Appendix C of this Agreement. The RI and Baseline Risk Assessment shall meet the requirements set forth in Section XI of this Agreement. The scope of the RI and Baseline Risk Assessment shall reflect the scope of the response action for the action under consideration.

5. For each final Potential OU (involving final Remedial Action) at the Site, conduct, develop, and prepare an FS in accordance with the timetables set forth in Appendix C of this Agreement. The FS shall meet the requirements set forth in Section XII of this Agreement. The scope of the FS shall reflect the scope of the action under consideration.

6. Following completion of the RI, Baseline Risk Assessment, and FS for each of the Potential OUs, publish a Proposed Plan for public review and comment in accordance with the timetables set forth in Appendix C of this Agreement. The Proposed Plan shall meet the requirements of Section XIV of this Agreement.

7. For each of the OUs at the Site, issue a ROD in accordance with the timetables set forth in Appendix C of this Agreement. The ROD shall meet the requirements of Section XIV of this Agreement.

8. Develop documentation necessary to support Interim RAs, as required pursuant to Section XIV.B of this Agreement.

9. For the Comprehensive Site Operable Unit(s) (CS OUs) (i.e., surface and ground water integrator units) required in accordance with Section XIII of this Agreement, conduct and report upon a RI/FS (including Baseline Risk Assessment), in accordance with the timetables set forth in Appendix C of this Agreement. The CS OU RI/FS(s) shall be carried out in accordance with Section XIII of this Agreement, and any necessary remedial action shall be selected and implemented in accordance with Sections XIV and XV of this Agreement. In the event EPA and Kentucky determine after review of the Final CS OU, as described in Section XIII of this Agreement, that the selected response actions are not protective of human health and the environment, as required by CERCLA, the NCP, RCRA Sections 3004(u) and (v), 3008(h), the Corrective Action Provisions of KRS 224 Subchapter 46, and appropriate EPA policy and guidance, the three Parties to this Agreement agree to modify the Agreement to take the necessary action to provide adequate protection to human health and the environment.

10. Following finalization of each ROD for each Operable Unit, as set forth in Section XIV of this Agreement, DOE shall develop and submit a RD/RA Work Plan for the design and implementation of the RA(s) selected in each ROD in accordance with Section XV of this Agreement.

11. Following review and approval by EPA and ~~KNREPCKEEC~~ of the RD/RA Work Plans for each OU, DOE shall implement the RA(s) in accordance with Section XV of this Agreement.

IV. RCRA/CERCLA AND KPDES COORDINATION

A. The Parties intend to use this agreement to coordinate DOE's CERCLA response obligations with the corrective measures required by its current RCRA Permits and Kentucky's hazardous waste statutes and regulations. The Parties further intend that the response actions under this Agreement together with the corrective measures required by the RCRA Permits, will achieve comprehensive remediation of Releases and threatened Releases of Hazardous Substances, pollutants or contaminants or Hazardous Wastes and Hazardous Constituents from the SWMUs/AOCs in Appendix B, as well as any other Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents from sources identified pursuant to this Agreement. Response actions under this Agreement will address Hazardous Substances, pollutants or contaminants, as defined under CERCLA, in addition to Hazardous Wastes and Hazardous Constituents, as defined under

RCRA. Therefore, the Parties intend that compliance with the terms of this Agreement will be deemed to achieve compliance with CERCLA, 42 U.S.C. §§ 9601, et seq.; the Corrective Action requirements of Sections 3008(h) of RCRA, 42 U.S.C. § 6928(h) for Interim status facilities; the investigation and Corrective Action requirements of § 3004(u) and (v) of RCRA, 42 U.S.C. § 6924(u) and (v); and the Corrective Action requirements of KRS 224 Subchapter 46. The parties also intend that remediation at the Site will meet or exceed all applicable or relevant and appropriate Federal and Kentucky laws and regulations to the extent required by Section 121 of CERCLA, 42 U.S.C. § 9621. The documents common to RCRA and CERCLA, and a flowchart for their submittal is provided in Appendix A to this Agreement. For purposes of coordinating CERCLA, RCRA, and the corrective action requirements of KRS 224 Subchapter 26, the technical documents required pursuant to the CERCLA response action and the federal and Kentucky RCRA corrective action process will be deemed equivalent, provided that the elements of Appendix D are considered and incorporated as appropriate.

B. Further, the Parties intend to coordinate the remedial activities that are regulated under this Agreement with the requirements of the Federal Facility Compliance Act to develop a plan for treatment of those mixed wastes that are: (1) generated by actions under this Agreement, and (2) required to be treated

to meet RCRA Section 3004(m) and KRS 224 Subchapter 46 standards. The Parties agree that all mixed wastes generated by actions under this Agreement will be regulated by the approved Site Treatment Plan and Order enforced by ~~KNREPC~~KEEC in lieu of being regulated under this Agreement.

Finally, the Parties intend to coordinate DOE's RCRA/CERCLA response obligations with the requirements of the KPDES Permit for the Site to evaluate contaminated surface water discharges. This coordination specifically applies to the outfall ditches identified in Appendix B and any other discharge applicable to KPDES permitting, resulting from, at least in part, SWMU or AOC hazardous constituent Releases, or any other hazardous substance Releases identified in Appendix B to this Agreement.

However, the Parties recognize that:

- a. DOE is obligated to comply with the applicable requirements of RCRA, KRS 224 Subchapter 46, CERCLA and Kentucky environmental law for all remedial activities under this Agreement;
- b. the coordination of these statutory requirements under this Agreement in no way diminishes DOE's obligations;
- c. the inclusion of these statutory requirements in a single document serves to facilitate DOE's efficient compliance with these statutory requirements; and
- d. the Agreement is a single document that has a dual purpose

of serving both as a CERCLA § 120 Interagency Agreement and a KRS 224 Subchapter 46 corrective action order; the requirements of both are enforceable by the parties.

C. This Agreement expands the RFAs and Investigations at PGDP, in a manner consistent with Conditions II.C. and II.D.1.b. of the EPA HSWA permit and Conditions IV.C. and IV.D.1.b. of the Kentucky Hazardous Waste Permit, to include requirements to investigate Releases at or from units not identified in the EPA HSWA Permit and the Kentucky Hazardous Waste Permit issued July 16, 1991. The Parties intend to coordinate and combine the assessments, investigations, and other response actions at the Site. Work done and data generated prior to the effective date of this Agreement pursuant to the ACO or the RCRA Permits shall be retained and utilized as appropriate under this Agreement to the maximum extent feasible. A list of the documents submitted to EPA and/or ~~KNREPC~~KEEC pursuant to the ACO and the RCRA Permits is contained in Appendix E. Appendix F identifies the statutory framework governing review of such documents and further identifies whether or not approval of the document was granted. All documents submitted, but not approved, as of the effective date of this Agreement, shall be reviewed and approved in accordance with CERCLA, the NCP, RCRA Sections 3004(u) and (v), 3008(h), the RCRA Permits and the Corrective Action Provisions of KRS 224 Subchapter 46. All documents submitted after the

effective date of this Agreement shall be reviewed and approved in accordance with this Agreement. The Parties intend to combine the administrative records and files developed for activities under the RCRA Permits and any previous response actions with response actions under this Agreement in order to facilitate public participation in the selection of response actions under this Agreement and to ensure comprehensive remediation of the Site. The Parties shall coordinate the procedures for the selection of response action(s) under this Agreement with the administrative procedures for issuance of any future modifications of the RCRA Permits. Subject to Section XL (Reservation of Rights) of this Agreement, EPA and/or ~~KNREPC~~KEEC will modify DOE's RCRA Permits to incorporate the RA(s) selected under this Agreement as corrective measures, when appropriate to satisfy Sections 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6924(u) and (v), and the Corrective Action requirements of Kentucky's Hazardous Waste statutes and regulations. Upon signature of this Agreement by all parties, EPA and KNREPC (now known as KEEC) shall modify DOE's RCRA Permits to amend the compliance schedule for Sections 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6924(u) and (v), and KRS 224 Subchapter 46 to reference the Timetables and Deadlines of this Agreement, as well as other provisions of DOE's RCRA Permits necessary to facilitate coordination with the requirements of this Agreement. If, due to public comment or appeal, any amendment to DOE's RCRA

Permits being made to facilitate such coordination is changed so as to cause inconsistency between the requirements of DOE's RCRA Permits and this Agreement, the Parties agree to modify this Agreement so as to minimize or eliminate the inconsistency to the extent allowable under applicable law.

D. The Parties recognize that the requirement to obtain Permits for response actions undertaken pursuant to this Agreement shall be as provided for in Section XXI of this Agreement.

E. Notwithstanding any provision of this Agreement, any challenges to response actions selected or implemented under Sections 104, 106, or 120 of CERCLA, 42 U.S.C. §§ 9604, 9606, or 9620, may be brought only as provided in Section 113 of CERCLA, 42 U.S.C. § 9613. Judicial review of any conditions of the RCRA Permits which reference this Agreement shall, to the extent authorized by law, be consistent with this Subparagraph E. Nevertheless, ~~KNREPCKEEC~~ asserts that nothing in this Agreement shall preclude the ~~KNREPCKEEC~~ from taking any action to enforce any requirement of RCRA or KRS Subchapter 46 consistent with Section XL (Reservation of Rights) of this Agreement. DOE reserves the right to appeal any modification to the RCRA Permits which is different from the corresponding response action selected or implemented under this Agreement. The timing of such appeal shall not be limited by this Subparagraph D. DOE also reserves

the right to appeal any modification of the RCRA Permits which is inconsistent with RCRA or KRS 224.

F. ~~KNREPCKEEC~~ decisions for TSD Units over which ~~KNREPCKEEC~~ has regulatory authority, and for which ~~KNREPCKEEC~~ has issued RCRA Hazardous Waste Permits establishing operating, closure, or post-closure standards for treatment, storage and disposal shall not be subject to the terms of this Agreement. Appendix B, which lists such units, will be revised by ~~KNREPCKEEC~~ periodically, as appropriate.

G. All materials removed from the Site shall be disposed of or treated at facilities operating in compliance with applicable provisions of RCRA, the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., and other applicable Federal and Kentucky requirements, including U.S. EPA's Off-Site Policy 42 U.S.C. §9657 and 40 CFR §300.440.

V. STIPULATED FACTS

A. For purposes of this Agreement only, the stipulated facts presented herein constitute a summary of facts upon which this Agreement is based. None of the facts related herein shall be considered admissions by any Party. This Section contains findings of fact determined solely by the Parties and shall not be used by any other person related or unrelated to this Agreement for purposes other than determining the basis of this Agreement.

B. PGDP is owned by DOE and is used for the enrichment of uranium for use in fueling power plants. The United States Enrichment Corporation (USEC), a wholly owned federal government corporation, leases and operates portions of PGDP in accordance with the Energy Policy Act of 1992, P.L. 102-486 (signed October 24, 1992), and is subject to the USEC Privatization Act, P.L. 104-134 (signed April 26, 1996) and the lease provisions between DOE and USEC.

C. DOE performed a baseline environmental survey in 1986 which revealed approximately ninety-three (93) areas in which Hazardous Substances may have been Released into the environment within the meaning of Section 101(22) of CERCLA, 42 U.S.C. §9601(22). The survey also identified at least three (3) areas in which the groundwater is contaminated with trichloroethylene (TCE) and radionuclides.

D. PGDP's 1986 Environmental Surveillance Report included data showing that beta emitters were present in samples taken from groundwater well number 66 located in the northwest corner of PGDP. Well number 66 was installed in August 1986. Initial sample data collected from well No. 66 revealed a dissolved beta activity in the sample of 1020 picocuries per liter (pCi/l).

E. On July 25, 1988, personnel from the McCracken County Health Department of the Commonwealth of Kentucky collected groundwater samples from groundwater wells designated 173-R-08

and 173-R-11, near PGDP. The Department for Health Services for the Commonwealth of Kentucky reported analytical results showing that the gross beta, and potentially gross-alpha, activity from these samples were 49.2 pCi/l and 6.8 pCi/l at sampling location 173-R-08 and 188.2 pCi/l and 6.8 pCi/l at sampling location 173-R-11. The analytical results from subsequent samples showed an alpha activity of 7.1 pCi/l and beta activity of 264.0 pCi/l.

F. The analytical data from samples taken in 1988 from on-site groundwater monitoring well number 66 show results for TCE that range from 3800 parts per billion (ppb) to 5900 ppb, and results for technetium (Tc^{99}) that range from 2850 pCi/l to 4200 pCi/l.

G. Groundwater well numbers 173-R-08 and 173-R-11 are located approximately 1.5 miles and 0.75 miles, respectively, from the northwest corner of PGDP and are located in line with groundwater well number 66 on PGDP.

H. On August 10, 1988, DOE initiated groundwater sampling of private groundwater wells and analyzed the samples for TCE and Tc^{99} .

I. As of November 1988, approximately 135 residential groundwater wells and 23 monitoring wells on the TVA-SHAWNEE reservation were sampled. These wells are located around the perimeter of PGDP. The results of sampling indicated that the contaminants TCE and Tc^{99} are/or may be present in 12 wells

located north of PGDP. In 6 wells, analytical results revealed the presence of TCE in excess of the standard (i.e. 5ug/l) established by EPA for drinking water, promulgated on July 8, 1987.

J. The concentration of TCE detected in the above-mentioned wells ranged from less than 1 ug/l to 960 ug/l. The concentration of technetium in the above-mentioned wells varied from less than 25 to 408 pCi/l. The maximum measured concentration of Tc⁹⁹ in a residential well was 408 pCi/l.

K. On August 12, 1988, PGDP and McCracken County Disaster and Emergency Services personnel contacted ten (10) residents north of the plant and advised them not to drink or bathe in water from their wells. Potable water was supplied to the affected residents.

L. Effective November 23, 1988, DOE and EPA entered into an Administrative Consent Order (ACO) for PGDP. The ACO directed an investigation of PGDP to: (1) determine fully the nature and extent of the threat to human health or welfare and the environment caused by the off-Site contamination of the groundwater from PGDP; (2) ensure that the environmental effects associated with any Releases or threatened Releases are thoroughly investigated and appropriate action taken as necessary to protect the public health, welfare and the environment; (3) establish a work plan and schedule(s) for developing,

implementing and monitoring any necessary response actions at the Site in accordance with CERCLA; and (4) to facilitate the cooperation, exchange of information and participation of the Parties in such action.

M. In accordance with the work plans required pursuant to the ACO, the ACO documents listed in Appendix F have been submitted.

N. In accordance with the Kentucky RCRA Permit and the EPA HSWA Permit, 7 RFI Work Plans, 205 SWMUs identified in various SWMU Assessment Reports, and 4 Interim Corrective Measures Work Plans have been submitted as of June 20, 1996.

O. In accordance with Section 120(d)(2) of the Superfund Amendments and Reauthorization Act of 1986, U.S. EPA prepared a final Hazard Ranking System (HRS) Scoring Package for the Site. The Site was proposed for listing on the National Priorities List in the Federal Register of May 10, 1993. The HRS score was 56.95. The Site was listed on the National Priorities List on May 31, 1994 at 59 Fed. Reg. 27,989.

VI. STIPULATED DETERMINATIONS

For the purposes of this Agreement only, the following constitute the determinations upon which this Agreement is based.

A. PGDP is located in Western McCracken County, Kentucky, approximately 10 miles west of Paducah, Kentucky and constitutes a facility within the meaning of Section 101(9) of CERCLA, 42

U.S.C. § 9601(9). PGDP, for the purposes of this Agreement, is a Federal installation listed on the Federal Agency Hazardous Waste Compliance Docket pursuant to CERCLA Section 120. PGDP is subject to, and shall comply with, CERCLA, RCRA and all applicable Kentucky hazardous waste laws in the same manner and to the same extent, both procedurally and substantively, as any nongovernmental entity, including liability under Section 107 of CERCLA, 42 U.S.C. § 9607. PGDP is a facility authorized to operate under Section 3005(c) and 3005(e) of RCRA, 42 U.S.C. § 6925(c) and 6925(e), and KRS 224 Subchapter 46.

B. Consistent with RCRA Section 3010, DOE notified EPA and/or Kentucky of hazardous waste activity at the Site in 1980. On June 29, 1984, DOE filed RCRA and KNREPC (now known as KEEC) Part A hazardous waste permit applications. Thereafter, on November 1, 1985, DOE filed RCRA and KNREPC (now known as KEEC) Part B hazardous waste applications for treatment, storage and/or disposal units at the Site.

C. On July 16, 1991, EPA issued a Permit, effective August 19, 1991, under Section 3005(c) of RCRA, 42 U.S.C. § 9625(c), to DOE to require it to determine whether there have been any Releases of Hazardous Waste or Hazardous Constituents from SWMUs or AOCs on PGDP and to take appropriate Corrective Action for any such Releases. This permit, in conjunction with the Hazardous Waste Permit issued by the Commonwealth of Kentucky on July 16, 1991, constitute the RCRA Permits for the PGDP. The PGDP has

treatment, storage or disposal units that have Part B hazardous waste permits.

D. Hazardous Substances, pollutants or contaminants and solid wastes and Hazardous Wastes and/or Hazardous Constituents within the meaning of Sections 101(14), 101(33) and 104(a)(2) of CERCLA, 42 U.S.C. §§ 9601(14), 9601(33), and 9604(a)(2), and Sections 1004(27) and 1004(5) of RCRA, 42 U.S.C. §§ 6903(27) and 6903(5) and 40 C.F.R. Part 261, and KRS 224.01.010 (31)(a) and (b) (42) and 401 KAR 30:010(85) and (87), and 401 KAR 31:010 Section 3 have been Released or disposed of at the Site.

E. There have been Releases and there continue to be Releases and threatened Releases of Hazardous Substances, pollutants or contaminants and solid and Hazardous Wastes (including Hazardous Constituents) from the Site into the environment within the meaning of Sections 101(22), 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9601(22), 9604, 9606, and 9607, and Sections 1004(27), 1004(5), and 3004(u) of RCRA, 42 U.S.C. §§ 6903(27), 6903(5), and 6924(u), and KRS 224.01-010 (31)0(3)(a) and (b) and (42) and 401 KAR 30:010 (85) and (87)(224)(b) and (82) and 401 KAR 31:010 Section 3. PGDP releases of source, special nuclear, and byproduct materials in compliance with legally enforceable orders issued pursuant to the AEA are "federally permitted releases" as defined in Section 101(10) of CERCLA, 42 U.S.C § 9601(10).

F. With respect to those Releases and threatened Releases, DOE is a person and an owner or operator within the meaning of Sections 101(21), 101(20), and 107 of CERCLA, 42 U.S.C. §§ 9601(21), 9601(20), and 9607, and KRS 224.01-010(17) and Kentucky Administrative Regulations 401 KAR 30:010 (144), (145). PGDP is authorized to operate under Section 3005(e) of RCRA, 42 U.S.C. § 6925(e) and 3005(c) of RCRA, 42 U.S.C. § 6925(c), and Section 3005(c) of RCRA, 42 U.S.C. § 9625(c), and KRS 224 Subchapter 46.

G. The actions to be taken pursuant to this Agreement are reasonable and necessary to protect public health, welfare and the environment.

H. A reasonable time for completing the actions required by this Agreement will be provided.

VII. PARTIES

The Parties to this Agreement are EPA, ~~KNREPCKEEC~~, and DOE. ~~KNREPCKEEC~~ is the authorized representative of Kentucky for purposes of this Agreement. The terms of this Agreement shall apply to and be binding upon the EPA, ~~KNREPCKEEC~~, and DOE, their respective agents, employees, and response action contractors for the Paducah Site and upon all subsequent owners, operators, and lessees of DOE for the Site. Nothing in this Section shall be construed as binding the United States Enrichment Corporation (USEC) to the terms of this Agreement. This Agreement shall not

be construed to relieve USEC of its obligations, if any, under the hazardous waste Permit issued for PGDP or of compliance with RCRA or KRS 224 and the regulations promulgated thereunder; nor shall this Agreement be construed as relieving the USEC from any potential CERCLA liability. DOE shall be responsible for coordinating with the USEC to ensure that the on-Site activities of the USEC do not interfere in any way with the implementation of this Agreement. DOE shall notify EPA and ~~KNREPC/KEEC~~ in its fiscal year ~~quarterly~~-semiannual written progress reports (as further discussed in Section XXIII (Reporting) of this Agreement) of the identity and assigned tasks of each of its contractors performing work under this Agreement upon their selection. DOE shall take all necessary measures to assure that its contractors, subcontractors, and consultants performing work under this Agreement act in a manner consistent with the terms of this Agreement. This Section shall not be construed as an agreement by the Parties to indemnify each other or any third party. DOE shall notify its agents, employees, response action contractors for the Site, and all subsequent owners, operators, and lessees of PGDP of the existence of this Agreement.

VIII. SITE DESCRIPTION

PGDP is an active Uranium Enrichment(UE) facility consisting of a diffusion cascade and extensive support facilities. Construction of PGDP began in 1951. The plant began operating in

1952 and was fully operational by 1955, supplying enriched uranium for commercial reactors and military defense reactors.

Extensive facilities are utilized in generating the primary product, enriched uranium. Enriched uranium is uranium in which the concentration of the fissionable U^{235} has been increased. Natural uranium is mostly U^{238} , with about 0.72 weight-percent U^{235} and 0.005 weight-percent U^{234} . Uranium mills process the ores to produce a concentrated uranium oxide, U_3O_8 , that is then commercially converted to uranium hexafluoride (UF_6) for enrichment in the gaseous diffusion plant. The enrichment mechanism is based on the fact that a UF_6 molecule containing U^{235} is slightly lighter than a UF_6 molecule containing U^{238} . As the UF_6 molecules move through several miles of tubing in the diffusion plant's cascade system, slightly more U^{235} than U^{238} escapes through the small holes in the tubing. As the process of cascading is repeated, the U^{235} concentration increases. About two-thirds of the U^{235} in the natural ore is extracted during enrichment, so there are two product streams (1) enriched uranium product, and (2) depleted uranium tails. The majority of the depleted tails are stored, on-site, in 14-ton steel cylinders.

There are facilities to store, process, and manage the two uranium components (enriched and depleted). Also, at present, uranium enriched at PGDP is further enriched at another DOE

gaseous diffusion plant in Portsmouth, Ohio; accordingly, there are packaging and transportation facilities. Most of the uranium from PGDP is ultimately designated for the commercial sector as fuel for nuclear power reactors in the United States and abroad.

There are extensive support facilities to maintain the diffusion process. These include a steam plant, four electrical switchyards, four sets of cooling towers, a chemical cleaning and decontamination facility, water and wastewater treatment plants, a chromium reduction facility, maintenance and laboratory facilities, and two active landfills. Several inactive facilities are also located on the plant site.

On October 24, 1992, the Energy Policy Act of 1992, Pub. L. 102-486, which amended the Atomic Energy Act of 1954, §§ 2011-2296 (1992, as amended), was signed into law. The Energy Policy Act establishes a new government corporation, the United States Enrichment Corporation (USEC), whose charter is to provide uranium enrichment services on a profitable and competitive basis. USEC leased DOE's Gaseous Diffusion Plant at Paducah beginning July 1, 1993. On April 26, 1996, the USEC Privatization Act, Pub. L. 104-134, was enacted.

The Energy Policy Act, the USEC Privatization Act and the lease provisions between DOE and USEC set out certain obligations for environmental conditions at the plant. The Energy Policy Act requires DOE to be responsible for the decontamination and

decommissioning, response actions, and/or Corrective Actions for conditions existing before the transition date. "[A]ll liabilities attributable to operation of the uranium enrichment enterprise before the transition (July 1, 1993) shall remain direct liabilities of the Department of Energy" Pub.L. 102-486 §1406(a). Section 3109(c) of the USEC Privatization Act provides that USEC "shall be liable for any liabilities arising out of its operations after the privatization date."

The area surrounding PGDP is predominantly rural. Immediately adjacent to PGDP is the West Kentucky Wildlife Management Area (WKWMA) comprised of 7000 acres, which is used by a considerable number of hunters and fishermen each year. A portion of PGDP is located on property formerly owned by the Department of Defense that includes the remnants of the Kentucky Ordnance Works (KOW), a World War II-era facility where trinitrotoluene (TNT) and other explosives were manufactured. The remaining area is lightly populated, and includes several farms and residences. The small communities of Grahamville and Heath are located approximately two (2) miles east of the plant. The community of Metropolis, Illinois is across the Ohio River from PGDP. PGDP is ten (10) miles west of Paducah, Kentucky.

PGDP is located within the drainage areas of Big Bayou and Little Bayou creeks, which meet about three miles north of the site and discharge into the Ohio River. Big Bayou Creek, which

flows along the western boundary of the plant, is a perennial stream whose drainage extends from approximately two and one-half miles south of the site to the Ohio River. Little Bayou Creek, which originated in the WKWMA, flows north toward the Ohio River along a course that includes parts of the eastern boundary of the plant. During dry weather much of the flow in both creeks is due to controlled effluent Releases from PGDP. These effluents constitute about 85 percent of the normal flow in Big Bayou Creek and 100 percent in Little Bayou Creek.

The regional geology at PGDP is characterized by Cretaceous, Tertiary, and Quaternary sediments overlying Paleozoic bedrock. The most important formation of these geologic systems includes the Continental Deposits of the Pleistocene/Pliocene series. The sediments of the Continental Deposits predominantly consist of clays, sands, and gravels. The gravel facies, which comprises the lower portion of the formation, is recognized as the most important portion of the formation because of its aquiferous characteristics and continuous nature. Accordingly, the unit has been termed the Regional Gravel Aquifer (RGA). The RGA is the uppermost aquifer at PGDP and serves as a local source of water to residences with private wells surrounding PGDP.

Since establishment of the UE facility in 1951, materials defined as hazardous substances, pollutants and contaminants by

CERCLA and materials defined as hazardous waste and hazardous constituents by RCRA and KRS Chapter 224 and the regulations promulgated thereunder have been produced and disposed or released at various locations at the Site including but not limited to treatment, storage and disposal units. Certain hazardous substances, pollutants, contaminants, hazardous waste and hazardous constituents have been detected and remain in groundwater, surface water, sediments and soils at the Site. Groundwater, surface water, sediments, soils and air pathways provide routes, or potential routes, of migration of hazardous substances, pollutants, contaminants, hazardous waste and hazardous constituents into the environment.

IX. SITE EVALUATION(S)

Upon discovery of an area with potential or known Releases of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents identified after the effective date of this Agreement, DOE agrees to: (a) provide notice to EPA and ~~KNREPCKEEC~~ KNREPCKEEC in accordance with Section 300.405 of the NCP, Conditions II.B.1 and II.B.2 of the EPA RCRA Permit and Conditions IV.B.1 and IV.B.2 of the Kentucky Hazardous Waste Permit; and (b) conduct removal site evaluations (SEs) in accordance with Section 300.410 of the NCP, remedial SEs in accordance with Section 300.420 of the NCP, and SWMU assessments in accordance with Condition II.B.3 of the EPA HSWA Permit and

Condition IV.B.3 of the Kentucky Hazardous Waste Permit. The Parties agree that the notifications provided by DOE pursuant to the RCRA Permits shall fulfill the reporting requirements to EPA and ~~KNREPCKEEC~~ specified in Section 300.405 of the NCP. DOE shall submit to EPA and ~~KNREPCKEEC~~ integrated Removal/Remedial SE and SWMU Assessment Reports (hereafter referred to as SE Reports), in a format consistent with Appendix D to this Agreement, for each newly discovered area with potential or known Releases of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents. If the SE Report indicates that a removal and/or RA under Sections 300.415 or 300.430 of the NCP or the RCRA Permits is necessary, DOE shall conduct such response actions in accordance with Sections X and/or Sections XI through XV (i.e., Removal Actions or RAs) of this Agreement. If, upon review of the SE Report, EPA and ~~KNREPCKEEC~~ determine that a remedial investigation is necessary for an area, then DOE agrees, subject to the dispute resolution procedures in Section XXV (Resolution of Disputes), to amend Appendix B to this Agreement to include such areas and to conduct Additional Work at such areas under the terms of this Agreement as needed.

X. REMOVAL ACTIONS

A. Applicability:

DOE shall develop and perform removal actions, pursuant to this Agreement, CERCLA, the NCP, and the IM provisions of the

RCRA Permits to abate, minimize, stabilize, mitigate or eliminate the Release or threat of Release of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents at or from PGDP. DOE shall designate a PGDP On-Scene Coordinator (OSC) as required by Section 300.120 of the NCP. The PGDP OSC shall be the point of contact between DOE, EPA and ~~KNREPC~~KEEC for all removal actions. DOE agrees to submit to EPA and ~~KNREPC~~KEEC an annual Removal Action Report which describes the removal actions performed during the previous fiscal year. As appropriate, this report shall meet the reporting requirements to EPA of §300.165 of the NCP and the IM Reporting provisions of condition II.E.3 of the EPA HSWA Permit and condition IV.E.3 of the Kentucky Hazardous Waste Permit. The report shall be submitted as a section or appendix to the annual SMP.

Nothing in this Section or any other part of this Agreement shall restrict EPA or ~~KNREPC~~KEEC from taking any action authorized under Section 106 of CERCLA necessary to abate Releases or potential Releases of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes or Hazardous Constituents at or from the facility that present an imminent and substantial endangerment to public health or welfare or the environment. Likewise, nothing in this Agreement shall be construed as a waiver of DOE's authority under Executive Order 12580 for implementation of removal actions. Pursuant to Executive Order

12580, DOE has authority to conduct removal actions under Section 104 of CERCLA, 42 U.S.C. § 9604. Except as otherwise provided in this Agreement, in the event of dispute, DOE will exercise its authority to conduct removal actions under Section 104 of CERCLA, 42 U.S.C. Section 9604, pursuant to Executive Order 12580 for Releases or threatened Releases covered by RCRA or KRS 224, Subchapter 46, only after exhausting the dispute resolution provisions of this Agreement. The terms of this Agreement shall not apply to those removal actions addressing Releases which are not covered by RCRA or KRS 224, Subchapter 46. Notwithstanding the foregoing, DOE will notify EPA and ~~KNREPCKEEC~~ of any removal actions which are not covered by RCRA or KRS 224 Subchapter 46, and, upon request, will provide copies of the work plans for such removal actions. The Parties understand that DOE is agreeing to notify EPA and ~~KNREPCKEEC~~ and provide requested copies of work plans for informational purposes only.

The Parties agree that removal actions shall generally be low-cost response actions, that deal with situations requiring a short-term response. Removal activity is not intended to supplant, compromise or foreclose RAs, including Interim RAs, at the Site. If a long-term remedy is planned, removal actions at the Site may be used to mitigate the threat to human health and the environment until the RA can be implemented. Removal actions shall, to the extent practicable, contribute to the efficient

performance of any anticipated long-term RA with respect to the Release concerned. In selecting an appropriate Removal Action, the parties shall take into consideration the removal actions outlined in section 300.415(d) of the NCP.

B. Removal Action Planning:

Except as otherwise provided by this Section, prior to initiating removal activities, DOE shall submit to EPA and ~~KNREPC/KEEC~~ for review and approval, a written Removal Notification (the "Removal Notification"). Such submission shall be by return receipt mail or hand delivery.

DOE's Removal Notification shall include the removal site evaluation or summary of the administrative record constituting an equivalent removal site evaluation, a description of the factors considered in determining the appropriateness of the Removal Action (i.e., NCP §300.415(b)(2)), and any information produced through a remedial site evaluation, if any has been done previously, and the current site conditions, to determine if Removal Action is appropriate. The Removal Notification shall contain adequate specificity in defining the nature, extent and duration of the activity to permit meaningful review and comment.

The Removal Notification shall identify whether a planning period of at least six (6) months exists before on-Site activities must be initiated. The planning period shall commence upon submission of the Removal Notification. Removal actions for

which a six month or longer planning period exists shall be defined as Non-Time critical. The Removal Notification for Non-Time Critical Removals shall include a schedule for submission of an EE/CA (as defined below.) All other removal actions shall be defined either as time-critical or emergency actions.

Except as otherwise provided herein, EPA and ~~KNREP~~KEEC shall review DOE's Removal Notification and shall respond with any comments and/or objections within thirty (30) Days of their receipt. EPA and ~~KNREP~~KEEC may request additional time, not to exceed twenty (20) Days, in which to respond to the Removal Notification. If EPA or ~~KNREP~~KEEC disagrees with the classification of an action as removal rather than remedial, or any other aspect of the proposed Removal Action, the disagreement shall be resolved in accordance with Section XXV (Resolution of Disputes) of this Agreement. All removal actions subject to dispute resolution shall be stayed until resolution of the dispute in accordance with Section XXV (Resolution of Disputes) of this Agreement. Unless otherwise provided herein, removal actions under the terms of this Agreement will be taken at the facility if pursuant to this Agreement: 1) DOE determines that a Removal Action is appropriate and such determination is not disputed by EPA or ~~KNREP~~KEEC, or is resolved in favor of DOE in dispute resolution; or 2) EPA or ~~KNREP~~KEEC determines that a Removal Action is necessary and DOE agrees to perform such removal or such

determination is resolved in favor of EPA or ~~KNREPCKEEC~~ in dispute resolution. EPA or ~~KNREPCKEEC~~ may require DOE to submit a Removal Notification. Such submission will be consistent with Condition II.E. of the EPA HSWA Permit or Condition IV.E. of the Kentucky Hazardous Waste Permit. DOE shall submit the Removal Notification within ninety (90) Days of receipt of the EPA or ~~KNREPCKEEC~~ request.

C. Emergency Removal Action/Imminent Hazard

An emergency Removal Action taken because of imminent and substantial endangerment to human health or the environment, may be taken by DOE without following the notice, Removal Notification and comment procedures of this Section, including the commitment to exhaust dispute resolution in Subparagraph A and the review and comment procedures of Subparagraph B, only if consultation (i.e., development, review and approval of the Removal Notification) would be impractical, considering the exigencies of the situation. In cases in which a Release at the Site could cause imminent and substantial endangerment to the public health or welfare or the environment, DOE shall proceed as soon possible with the emergency Removal Action and notify EPA and ~~KNREPCKEEC~~ in accordance with Section 300.125 of the NCP and ~~Conditions II.I. (Imminent Hazard) and I.D.14. (Twenty Four Hour Reporting) of the EPA HSWA Permit and Conditions IV. I. and~~

IV.D.14. of the Kentucky Hazardous Waste Permit. A description of the emergency and the technical specifications for the Removal Action, including any further action needed to complete the Removal Action, must be submitted in writing to EPA and ~~KNREPCKEEC~~ within fifteen (15) Days of the Release. The emergency Removal Action must be consistent with the provisions of NCP Section 300.415, and the RCRA Permits.

D. Time-Critical Removal Actions

Upon EPA and ~~KNREPCKEEC~~ approval of the Removal Notification for a proposed time critical removal action, DOE shall implement the selected removal action. The Removal Notification submitted for a proposed time critical removal action shall also meet the requirements of the Action Memorandum Primary Document and the IM Work Plan requirements of ~~Section II.E.1.b of the EPA HSWA Permit and~~ condition IV.E.1.b of the Kentucky Hazardous Waste Permit and shall include a proposed response action. DOE shall publish a notice of availability of the administrative record for the selected removal action within sixty (60) Days of the initiation of on-Site removal activity in accordance with §300.415(m) of the NCP and the Administrative Record requirements of §300.820 of the NCP. Within thirty (30) Days after the close of the comment period, DOE shall respond to comments in a Time Critical Removal Action Responsiveness Summary Primary Document for EPA and Kentucky review and approval in

accordance with Section XX of this Agreement. The approved Removal Notification and the Responsiveness Summary shall be included in the Administrative Record.

E. Non-Time-Critical Removal Actions

Upon EPA and ~~KNREPCKEEC~~ approval of a Removal Notification for a proposed non-time-critical Removal Action, and in accordance with the schedule in the approved Removal Notification, DOE shall submit to EPA and to the ~~KNREPCKEEC~~ for approval, a D1 Engineering Evaluation/Cost Analysis (EE/CA) Primary Document to further evaluate removal alternatives. Upon issuance of the Final EE/CA pursuant to Section XX (Review/Comment on Draft/Primary Documents), DOE shall make the Removal Notification, the EE/CA, and the Administrative Record available for public comment in accordance with NCP § 300.415(m) and shall comply with the Administrative Record requirements of NCP § 300.820. Within thirty (30) Days of the close of the public comment period, DOE shall submit for EPA and Kentucky approval, a D1 Action Memorandum Primary Document which responds to public comments and describes the selected response action. Within thirty (30) Days of EPA and ~~KNREPCKEEC~~ approval of the Action Memorandum, DOE shall submit for EPA and ~~KNREPCKEEC~~ approval, a D1 Removal Work Plan Primary Document for the work to be performed in completing the selected alternative. The Removal Work Plan shall provide a concise description of the activities to be

undertaken to comply with the requirements of this Agreement and shall meet the IM Work Plan requirements of ~~Section II.E.1.b of the EPA HSWA permit and the requirements of~~ Section IV.E.1.b of the Kentucky Hazardous Waste Permit. The Removal Work Plan shall also contain, but not be limited to, the following: 1) a health and safety plan; 2) a detailed design report (or schedule for submitting a detailed design report); and 3) a schedule for the completion of the work to be performed. Removal Work Plans requiring environmental sampling shall also include a sampling and analysis plan and a quality assurance project plan. Within fifteen (15) Days of EPA's and ~~KNREPC~~KEEC's approval, DOE shall commence implementation of the approved final Removal Work Plan in accordance with the requirements and time schedules set forth in the approved Removal Work Plan.

F. Removal Action Document Review

Unless otherwise provided in this Agreement, any Removal Notification, EE/CA, Action Memorandum, Time-Critical Removal Responsiveness Summary, or Removal Work Plan to be submitted pursuant to this section is a Primary Document subject to review in accordance with Section XX (Review/Comment on Draft/Final Documents) of this Agreement. Any modification of a D1 or D2 Removal Action Primary Document shall be consistent with the purposes of this Agreement, CERCLA, the NCP, ~~the EPA HSWA Permit and~~ the Kentucky Hazardous Waste Permit, and EPA

guidance and policy documents. The approved final EE/CA, Action Memorandum or Removal Work Plans required under this Section shall be incorporated into and be enforceable under this Agreement. Associated timetables and deadlines will be included in Appendix C and the SMP as appropriate.

XI. REMEDIAL INVESTIGATIONS

1. DOE shall develop and perform remedial investigations pursuant to this Agreement, CERCLA, the NCP, RCRA Sections 3004(u) and (v), and 3008(h), the RCRA Permits and the Corrective Action requirements of KRS 224 Subchapter 46. DOE agrees that it shall submit a D1 RI/FS Work Plan and conduct an RI for each Potential OU and CS OU, as defined in the most recently approved SMP. In accordance with this Agreement, an RI Report shall be prepared separately for any final RA. The RI/FS Work Plans and RI Reports shall be developed in a format consistent with Appendix D to this Agreement. The work plan shall be submitted in accordance with the Timetables and Deadlines set forth in Appendix C of this Agreement. The D1 RI/FS Work Plans shall describe the plan for implementing the RI (including a Baseline Risk Assessment) and FS and shall be reviewed in accordance with Section XX (Review/Comments on Draft/Final Documents) of this Agreement. The scope of the RI and Baseline Risk Assessment shall reflect the scope of the response action for the OU under consideration. The RI/FS Work Plan shall describe how Interim

RAs or removal actions, as defined under this Agreement, will be considered throughout the RI/FS to support a bias for action, as described in the NCP Program Management Principles (40 CFR 300.430(a)(1)(ii)).

2. For each of those areas in PGDP SWMU/AOC List of Appendix B to this Agreement, RIs shall be conducted which shall meet the purposes set forth in Section III (Purposes of Agreement) of this Agreement. The SWMUs and AOCs in Appendix B shall be grouped into Potential OUs in the SMP to facilitate effective RI/FS scoping for the Site. For SWMUs and AOCs for which DOE is required to conduct an RFI pursuant to its RCRA Permits, the Parties agree that the RFI and RI shall be combined into a single investigation designed to meet the requirements of both the RCRA Permits and the purposes of this Agreement, as described in Section IV.A. In accordance with the requirements of Section XIV (Proposed Plan(s)/Record(s) of Decision) to this Agreement, DOE will, at a minimum, submit D1 Proposed Plans to EPA and ~~KNREPC~~KEEC for those Potential OUs and CS OUs listed in the most recently approved SMP. If EPA or ~~KNREPC~~KEEC determine that Additional Work is necessary to complete the RI for such a unit, then DOE agrees, subject to the dispute resolution procedures in Section XXV (Resolution of Disputes), to conduct Additional Work at such unit, under the terms of this Agreement.

3. Consistent with Section XX.E (Review/Comment on

Draft/Final Documents; Meetings of Project Managers) of this Agreement, for each RI/FS Work Plan, an RI/FS Scoping meeting will be held in an effort to develop a general consensus on the scope of the RI/FS Work Plan. The purpose of RI/FS scoping is to ensure that ~~KNREPCKEEC~~, EPA and other stakeholders have the opportunity to provide input into designing the work plan so as to minimize comments on the D1 RI/FS Work Plan and thereby accelerate the review, comment and approval process. To facilitate this effort, DOE shall submit a D1 RI/FS scoping document for EPA and Kentucky review at least fifteen (15) Days prior to the RI/FS Scoping meeting. The scoping document may serve as a portion of the RI/FS Work Plan, thereby eliminating duplication of efforts. The RI/FS Scoping Document shall be developed in a manner consistent with Appendix D to this Agreement.

XII. FEASIBILITY STUDIES

As specified herein, DOE agrees it shall conduct an FS for each Potential OU and CS OU, as defined in the most recently approved SMP, and in accordance with this Agreement. An FS shall be separately conducted for any OU carved out from a larger Potential OU or pursuant to Section XIV.B of this Agreement for the purpose of expediting Remedial Action. If an Interim RA is to be performed on an OU carved out in this manner, its separate FS may be limited as appropriate to the scope of that action. An FS

shall be required when the Baseline Risk Assessment, for the Potential OU or a portion thereof, identifies a risk that requires an evaluation of remedial alternatives. At a minimum, an evaluation of alternative remedies (i.e., an FS) to address any Release shall be conducted when the circumstances listed below are present.

- The Baseline Risk Assessment shows that the cumulative carcinogenic risk for an individual exposed to a given Release, based on a reasonable maximum exposure for both current and future land use, is greater than 10^{-6} , or;
- The Baseline Risk Assessment shows that the non-carcinogenic hazard quotient for an individual exposed to a given Release, based on a reasonable maximum exposure for both current and future land use, is greater than 1, or;
- The Release has caused adverse environmental impacts;
- Maximum Contaminant Levels, non-zero Maximum Contaminant Level Goals, or other Chemical-Specific ARARs are exceeded, or;
- Other site-specific or Release-specific circumstances warranting an evaluation of alternatives.

For each FS, a D1 report on the FS shall be submitted in accordance with the Timetables and Deadlines set forth in Appendix C of this Agreement. The D1 FS shall be reviewed in accordance with Section XX (Review/Comments on Draft/Final Documents). The FS shall be based on the RI and shall meet the purposes set forth in Section III (Purposes of Agreement) of this Agreement. For SWMUs for which DOE is required to conduct a CMS pursuant to its RCRA Permits, the Parties agree that the CMS and FS shall be combined into a single study designed to meet the requirements of both the RCRA Permits and the purposes of this Agreement. The FS Report shall be developed in a format consistent with Appendix D to this Agreement.

XIII. OPERABLE UNITS

The Site shall be segregated into Potential OUs and CS OUs for the purpose of scoping and planning RI/FS activities. Potential OUs shall be developed for source areas and CS OUs shall be developed for environmental media contaminated by commingled source releases. OUs for Interim or final RAs may be designated for all or any portion of a Potential OU or CS OU.

A. Potential Operable Units

Pursuant to Section XVIII (Site Management, Timetables and Deadlines, Budget Planning and Execution, Cost and Productivity Savings), DOE agrees that it shall develop a list of Potential OUs, which includes the units in Appendix B to this Agreement, to

effectively manage the implementation of RI/FS activities for the site. Potential OUs shall meet the purposes set forth in Section III (Purposes of Agreement) of this Agreement.

B. Comprehensive Site Operable Units

1. A Comprehensive Site (CS) OU is an OU which integrates the information obtained from Potential OU RI/FS activities regarding environmental media (i.e., surface water OU and ground water OU) which has been contaminated by commingled source Releases. The final RA for any given CS OU shall be evaluated after issuance of all RODs concerning the environmental medium at issue and after completion (excluding long term monitoring and/or Operation and Maintenance) of all final RA(s) for the sources contributing to the commingled contamination. The environmental medium and the sources causing the commingled contamination shall be collectively evaluated under the final CS OU. For each CS OU for which there exists insufficient data to adequately characterize the nature and extent of any contamination, DOE shall develop and submit to EPA a CS OU RI/FS Work Plan (e.g., RI/FS Strategy for the environmental medium) and a RI Report to be finalized in accordance with Section XX (Review/Comment On Draft/Primary Documents) of this Agreement. The schedule for submission of each CS OU RI/FS Work Plan and RI Report shall be included in the appropriate annual Site Management Plan. The CS OU RI Report shall include a baseline

risk assessment for the risk remaining at the Site associated with the CS OU and shall incorporate by reference all data collected pursuant to the RIs for any Interim remedial action OUs or Removal Actions being encompassed in the CS OU. The CS OU RI Report shall summarize all relevant CS OU RI data for the CS OU, including any data collected after the effective date of all RODs for Interim RA OUs and removal actions collectively being evaluated under the CS OU. The CS OU RI shall also gather any additional sampling data if necessary to support the CS OU RI Report (including baseline risk assessment) and FS.

2. A final CS OU shall be designated upon issuance of the last final ROD for the Site. The final CS OU shall evaluate all RODs subject to review under Section XXX (Five Year Review) for a determination of whether any further RA will be necessary due to residual risks which resulted in Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents remaining at the site above levels that allow for unlimited use and unrestricted exposure under the applicable risk/exposure scenario.

C. Operable Units

DOE agrees that a proposed designation of RODs for OUs (OUs), including, as appropriate, OUs carved out from previously-identified Potential OUs, shall be included in its annual Site Management Plan. The Parties shall make selections of the OUs

for the Site, annually, in accordance with Section XVIII (Site Management, Timetables and Deadlines, Budget Planning and Execution, Cost and Productivity Savings) of this Agreement, or as appropriate to support a bias for early response actions, as described in Section XIV.B of this Agreement. OUs may incorporate other OUs for which remedies have already been selected in a ROD, where appropriate (i.e., Comprehensive Site OU, RODs containing final remedy decisions following Interim RAs) to ensure that multiple remedies continue to be protective of human health and the environment. OU(s) and Potential OUs shall meet the purposes set forth in Section III (Purposes of Agreement) of this Agreement.

XIV. PROPOSED PLANS/RECORDS OF DECISION

A. Potential/Comprehensive Site Operable Unit Remedial Actions:

1. In accordance with the schedule in Appendix C and following completion of the review in accordance with Section XX (Review/Comment On Draft/Primary Documents) by EPA and ~~KNREPCKEEC~~ of the RI Reports and the corresponding FS Reports for those Potential OUs and CS OUs listed in the most recently approved SMP, DOE shall submit a D1 Proposed Plan(s) for RA(s), including proposed Timetables and Deadlines for the submittal of the RD Work Plan(s) and RA Work Plan(s), to EPA and ~~KNREPCKEEC~~ for review in accordance with Section XX (Review/Comment On Draft/Primary

Documents) of this Agreement. Proposed Plans for Potential and CS OU final RAs shall be supported by a complete RI/FS (including a baseline risk assessment) in which the RI/FS data and evaluations to support the final RA are commensurate to the scope of the proposed operable unit. Site-specific data needs, evaluation of alternatives and the appropriate documentation necessary to support a Proposed Plan for a Potential or CS OU for an RA shall reflect the scope and complexity of the site problems being addressed (Section 300.430(a)(1)(ii)(C)).

2. Subject to Section XL (Reservation of Rights) of this Agreement, EPA and/or ~~KNREPCKEEC~~ will develop a Statement(s) of Basis and a draft modified RCRA Permit(s) consistent with the approved Proposed Plan, pursuant to Condition II.G. of the EPA HSWA Permit and Condition IV.G. of the Kentucky Hazardous Waste Permit for selection of the WAG/WAG Group final remedy. Where practicable, and subject to Section XL (Reservation of Rights), EPA and ~~KNREPCKEEC~~ agree that the Statement of Basis and permit modification for such a final remedy will be contemporaneously developed and processed along with the Proposed Plan and ROD.

B. Expediting Actions under Remedial Authority:

Subject to Section XXV (Resolution of Disputes), any of the Parties may propose expediting Remedial Action for a part of any Potential OU listed in the most recently approved SMP, in accordance with CERCLA, the NCP, ~~Condition II.E of the EPA HSWA~~

~~Permit,~~ and Condition IV.E. of the Kentucky Hazardous Waste Permit, so that an RA is performed on that part ahead of the time when the RA is scheduled for the entire OU as listed. By way of example (but not of limitation), expediting Remedial Action might be considered for achieving significant risk reduction quickly and/or efficiently, to expedite the completion of total site cleanup, or to respond to some immediate site threat. RAs expedited in this manner may be either interim or final with respect to the OU being carved out for remediation ahead of the entire OU listed in the SMP. An Interim RA is limited in scope and shall be followed by a final RA that completes protection of human health and the environment through a final remedy decision.

Proposed Plans for final RAs shall be supported by a complete RI/FS (including a baseline risk assessment) in which the RI/FS data and evaluations to support the final RA are commensurate to the scope of the proposed OU being remediated on an expedited basis. Site-specific data needs, evaluation of alternatives and the documentation necessary to support a Proposed Plan for a selected remedy for an Interim RA shall reflect the scope and complexity of the site problems being addressed (Section 300.430(a)(1)(ii)(C) of the NCP). Few alternatives (in some cases only one) should be developed for Interim RAs, and completed baseline risk assessments generally are not necessary for Interim RAs when sufficient data is otherwise available to

support interim action decisions.

C. Proposed Plan Review, Approval and Public Notice:

The Proposed Plans shall meet the purposes set forth in Section III (Purposes of Agreement) of this Agreement. Following approval by the EPA and ~~KNREPC~~KEEC pursuant to Section XX (Review/Comment On Draft/Primary Documents) of this Agreement, DOE shall publish the Final Proposed Plan for public review and comment in accordance with Section 117(a) of CERCLA, 42 U.S.C. § 9617(a), the NCP, EPA policy and guidance, and KRS 224 Subchapter 46 and the regulations promulgated pursuant thereto. The Parties agree that public notice of the Proposed Plan may be issued jointly with public notices of any proposed modifications of DOE's RCRA Permits. The period for public review shall be coordinated to meet NCP and the RCRA Permit requirements. Within ten (10) Days of the completion of the public comment period, all Parties shall confer with each other about the need for modification of the Proposed Plan and additional public comment based on the public response.

D. ROD Review, Approval and Final Issuance:

1. For purposes of expediting the ROD development and review, the Parties agree that the Draft Primary Document review process shall not apply. Instead, DOE shall submit, within thirty (30) Days of the close of the public comment period, and any extensions thereof, a Draft-Final ROD, including the

responsiveness summary, to EPA and ~~KNREPCKEEC~~ in accordance with the schedule in Appendix C. The Draft-Final ROD shall be developed in accordance with appropriate guidance, shall meet the purposes set forth in Section III (Purposes of Agreement) of this Agreement, and include proposed timetables and deadlines for submittal of the RD Work Plan(s). A review in accordance with Section XX (Review/Comment On Draft/Primary Documents) shall be conducted on the Draft-Final ROD. If the Parties agree on the Draft-Final ROD, the ROD shall be adopted by EPA, ~~KNREPCKEEC~~ and DOE, and then DOE shall issue the final ROD pursuant to CERCLA Section 120(e)(4). If, after exhausting the dispute resolution provisions of this Agreement, EPA and DOE are unable to reach agreement on a Draft-Final ROD, the selection of the RA shall be made by the Administrator of EPA, or his or her delegatee, and EPA shall then prepare the final ROD. The selection of the RA by the Administrator of EPA shall be final as to EPA and DOE and shall not be subject to dispute under Section XXV (Resolution of Disputes). If, after the dispute resolution process, ~~KNREPCKEEC~~ and EPA are unable to reach an agreement on RA selection, then ~~KNREPCKEEC~~ reserves its rights, if any, to impose a permit modification consistent with ~~KNREPCKEEC~~'s hazardous waste statutes and regulations and to enforce those requirements in accordance with Section XL (Reservation of Rights) of this Agreement.

2. Notice of the final ROD shall be published by DOE with

EPA and ~~KNREPCKEEC~~'s concurrence (provided that ~~KNREPCKEEC~~ concurs with the ROD), and shall be made available to the public prior to the commencement of the RA, in accordance with Sections 117(b), (c), and (d) of CERCLA, 42 U.S.C. §§ 9617(b), (c), and (d), RCRA and KRS Chapter 224 and the regulations promulgated thereunder. EPA and/or ~~KNREPCKEEC~~ shall propose any modifications necessary to the Corrective Action provisions of DOE's RCRA Permit in conjunction with the notice of the Proposed Plan and final ROD.

XV. REMEDIAL DESIGNS/REMEDIAL ACTIONS

The RD/RAs shall meet the purposes set forth in Section III (Purposes of this Agreement) of this Agreement and the RODs. In accordance with the schedule in Appendix C and following final issuance of each ROD, DOE shall submit a D1 RD Work Plan for the RA selected in the ROD for review in accordance with Section XX (Review/Comment on Draft/Final Documents). The RD Work Plans shall include appropriate Timetables and Deadlines for developing the design and submission of the secondary Intermediate RD Report(s) (e.g., 30 per cent design, 60 per cent design) and the D1 RD Report, and submission of a RA Work Plan. The secondary Intermediate RD Reports and the D1 RD Reports shall be reviewed in accordance with Section XX (Review/Comment on Draft/final Documents). In accordance with the schedule in Appendix C and the schedule in the approved RD Work Plans, DOE shall submit a D1 RA Work Plan with a schedule for implementing the selected RA and

for submitting a Construction Quality Control Plan, a Post Construction Report, an Operation and Maintenance Plan, and a Final Remediation Report (as such terms are more fully defined in Appendix D.) The RA Work Plans, the Construction Quality Control Plans, the Post-Construction Reports, the Operation and Maintenance Plans and the Final Remediation Reports shall be reviewed in accordance with Section XX (Review/Comment on Draft/Final Documents). The parties acknowledge the requirement of CERCLA Section 120 (e) (2), 42 U.S.C. § 9620(e) (2), that substantial continuous physical on-Site RA commence within 15 months of completion of the RI/FS.

XVI. DELIVERABLES

DOE agrees to submit to EPA and ~~KNREPCKEEC~~ certain deliverables to fulfill the obligations and meet the purposes of this Agreement. A schedule for submittal of these deliverables shall be specified in Appendix C to this Agreement. Deliverables which include engineering plans for construction, modification or operation of environmental restoration facilities, or which describe RAs, shall be certified by a registered professional in accordance with applicable law. All Primary Document (as such term is hereinafter defined) deliverables shall be signed and certified in accordance with 40 CFR §270.11(d).

XVII. GUIDANCE

EPA agrees to provide DOE with guidance and policy in

response to DOE's written request to assist DOE in the performance of the requirements under this Agreement. EPA shall respond to DOE's request within fifteen (15) Days of receipt of the written request. ~~KNREPCKEEC~~ agrees to respond within 15 days to any written request from DOE for information to assist DOE in the performance of the requirements under this Agreement.

XVIII. SITE MANAGEMENT, TIMETABLES AND DEADLINES,
BUDGET PLANNING AND EXECUTION,
COST AND PRODUCTIVITY SAVINGS

A. Site Management Plan

DOE shall submit a D1 annual Site Management Plan (SMP) each year to EPA, ~~KNREPCKEEC~~ and other Stakeholders no later than November 15, of each fiscal year (FY) for timetables, deadlines and projected activities pertaining to the next fiscal year (i.e., FY+1) and beyond. The currently effective annual SMP shall remain operative until the next annual SMP is finalized. ~~KNREPCKEEC~~ and EPA shall review and comment on the D1 SMP within thirty (30) Days of receipt. DOE shall revise the D1 SMP, if necessary, and submit a D2 SMP within fifteen (15) Days of receipt of EPA and ~~KNREPCKEEC~~ comments. The Parties agree to finalize the SMP in accordance with the provisions of Subsection I of Section XX (Review/Comment on Draft/Final Documents) of this Agreement. The purpose of the SMP is to coordinate and document the selected OUs (including Potential OUs and CS OUs), removal actions and proposed removal actions (to the extent possible), work

priorities, projected activities, and Timetables and Deadlines. The D1 SMP shall provide a list of the Potential OUs and CS OUs, as currently defined, based on information available in the current or previous fiscal years. The Potential OU and CS OU lists shall identify the SWMUs/AOCs in Appendix B to this Agreement which are included in each Potential OU and CS OU. A brief justification shall be provided for the inclusion of the SWMUs/AOCs in each Potential OU or CS OU. The SMP shall include a list of OUs, their ROD issuance dates, a brief description of their current RD/RA status and any published Explanation of Significant Difference. The SMP shall include an updated list of Removal Actions and a description of Removal Actions carried out during the previous fiscal year, in accordance with Section X (Removal Actions) of this Agreement. The SMP shall also include a section establishing priorities and Timetables and Deadlines for commitments and long-term projections, in accordance with this Section of the Agreement and based on consideration of other relevant factors, including but not limited to:

1. the logical progression toward cleanup;
2. the reduction of short-term and long-term human health and environmental risk;
3. existing requirements of this Agreement;
4. the life-cycle cost of individual projects;
5. logistic, engineering, technical, and health and safety

- concerns related to proposed projects;
6. any impacts on related projects, including the costs and scheduling of such projects;
 7. detrimental impacts of significant fluctuations in resource requirements from year to year;
 8. DOE's management capabilities;
 9. new or emerging technologies;
 10. ~~KNREPCKEEC~~'s and EPA's oversight capabilities;
 11. changing priorities as a result of new information;
 12. views expressed by local elected officials;
 13. views expressed by the public;
 14. any consensus views expressed by the PGDP Citizens Advisory Board;
 15. the Congressional budget appropriation, OMB apportionment, and DOE PGDP EM allotment for FY, as well as the PGDP EM allotment in the President's budget for FY+1 and associated outyear funding targets;
 16. the completeness and accuracy of the scope, schedule, and costs for the tentative FY tasks;
 17. the status of ongoing projects; and
 18. costs savings initiatives and productivity improvements.

The parties to this Agreement recognize that the management of the Site remains solely a DOE responsibility; however, the development of the SMP shall include the input and consultation

of EPA and ~~KNREPCKEEC~~.

B. Scoping Work Priorities

DOE agrees to establish a basis for prioritizing response actions with the input and consultation of EPA and ~~KNREPCKEEC~~, and to document the prioritization criteria in the annual SMP. The SMP prioritization criteria shall be used to prioritize the investigatory activities required for the Potential OUs and CS OUs identified in the annual SMP, and for identifying and implementing response actions. The D1 annual SMP shall identify the priorities by ranking the Potential OUs and CS OUs according to the prioritization criteria.

The D1 annual SMP shall include a list of commitments and long-term projections, developed in a manner consistent with the prioritization described herein, which identify the submittal dates for deliverables that correspond to work activities for FY+1 and FY+2, and any enforceable outyear commitments, ROD issuance dates for FY+1 and FY+2, ROD issuance target dates by fiscal year quarters for FY+3 and beyond for all Potential, CS and RA OUs defined pursuant to this Agreement. DOE, ~~KNREPCKEEC~~ and EPA agree that the dates for FY+3 RODs and beyond will be nonenforceable and used by all Parties for planning purposes and to develop an understanding of the resource needs that the implementation and oversight of the environmental restoration activities will require. However, the outyear completion dates

for the following pre-GDP shutdown OUs: surface water, and groundwater, soils, burial grounds, and D&D OUs shall be considered enforceable timetables and deadlines in accordance with the provisions of Subsection C (Timetables and Deadlines) of this Section. Commitments for FY+1 and FY+2 shall become current FY commitments in accordance with the provisions of Subsection C (Timetables and Deadlines) of this Section.

C. Timetables and Deadlines

Enforceable timetables and deadlines for current FY Commitments are contained in Appendix C to this Agreement. Enforceable timetables and deadlines for FY+1 and FY+2 commitments and completion dates for the following pre-GDP shutdown OUs: surface water, and groundwater, soils, burial grounds, and D&D OUs are contained in the most recently approved annual SMP. Enforceable timetables and deadlines under this Agreement shall be limited to FY, FY+1, FY+2, and completion dates for the work scope associated with the following pre-GDP shutdown OUs: surface water, groundwater, soils, burial grounds, and D&D, OUs as specified in the most recently approved annual SMP. The FY+1 timetables and deadlines in the most recently approved SMP shall be incorporated into Appendix C to this Agreement and shall become current FY timetables and deadlines on October 1, FY+1.

D. Budget Planning

1. DOE shall use its best efforts and take all necessary steps to obtain sufficient and timely funding to meet all of its obligations under this Agreement. DOE's compliance with the Budget Planning and Execution provisions of this Agreement shall constitute compliance with the above standard. The Parties

acknowledge Executive Order 12088's requirement that DOE include sufficient funds in its budget request to the President to support the activities and requirements to be conducted under this Agreement.

2. It is DOE's intent to identify, evaluate and implement opportunities to control project costs and increase productivity in meeting its obligations under this Agreement. EPA and ~~KNREPCKEEC~~ intend to assist DOE in its commitment to identify, evaluate and implement productivity gains and cost saving measures. The parties agree that budget targets provided by the Office of Management and Budget (OMB) and DOE-HQ shall be considered in establishing the requirements and schedule under this Agreement but further and specifically agree that the targets shall not strictly drive the requirements and schedule of this Agreement. In any action to enforce any provision of this Agreement, DOE may raise as a defense that its failure or delay was caused by the unavailability of appropriated funds. Kentucky disagrees that an Anti-Deficiency Act Defense or any other defense based on the lack of appropriations or funding exists. However, Kentucky and DOE agree and stipulate that it is premature at this time to raise and adjudicate the existence of any such defense. Acceptance of this provision (or any other specific reservation of rights by Kentucky) does not constitute a waiver by DOE of its right to argue that its obligations under this Agreement are

subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

3. DOE shall consult with EPA and ~~KNREPC~~KEEC in formulating its annual Environmental Management (EM) budget for PGDP, including project work scope and management, priorities, and schedules/compliance dates. DOE shall provide EPA and ~~KNREPC~~KEEC with all necessary information and briefings on the budget formulation, including funding information at the level of the Activity Data Sheet (ADS) (or its Project Baseline Summary (PBS) successor) or the work breakdown structure (WBS) level, if requested. ~~EPA and KNREPC will continue to serve as ex officio members of the Oak Ridge Reservation Environmental Restoration Prioritization Board which may serve as one of the means by which DOE provides EPA and KNREPC with budget formulation and project management information.~~ In addition, DOE shall provide EPA and ~~KNREPC~~KEEC with budget and project information as follows:

a. Planning for FY and FY + 1

1. Prior to the submission of the annual SMP by DOE, (between July and October of each year), and for the purpose of providing early input into development of the annual SMP, the parties shall evaluate the FY and FY + 1 schedule, current projected cost and funding information, WBS summaries and any cost savings initiatives and productivity improvements. Further, during negotiations of Task Work Agreements (TWAs) and Incentive

Task Orders (ITOs), DOE shall inform EPA and ~~KNREPCKEEC~~ of potential changes in project workscope and/or project costs from the workscope and/or project costs contained in previously approved primary documents or ADS (or its Project Baseline Summary (PBS) successor) cost estimates. Upon request, DOE shall provide copies of finally negotiated TWAs and ITOs to EPA and ~~KNREPCKEEC~~. The parties recognize that the terms of TWAs and ITOs are developed through negotiations between DOE and its contractors and that the final terms of these contracts are not subject to the dispute resolution provisions of this Agreement. Notwithstanding the foregoing, the parties understand and agree that if project workscope change from previously approved workscope contained in primary documents, DOE shall submit such changes as a modification to the appropriate primary document. The modification request shall be subject to review and approval by EPA and ~~KNREPCKEEC~~ and to the dispute resolution provisions of this Agreement.

2. Within thirty (30) days after Congressional appropriation of the FY budget, DOE shall brief EPA and ~~KNREPCKEEC~~ on the budget appropriation and proposed Environmental Management (EM) funding allocations for the new FY at the level of the ADS (or its Project Baseline Summary (PBS) successor) or below, if requested. If there is a delay in Congressional appropriations beyond the first of the new federal fiscal year, DOE shall inform

EPA and ~~KNREPCKEEC~~ of any continuing resolution action and the impact of the delay on its ability to meet the requirements of this Agreement. EPA and ~~KNREPCKEEC~~ will review this information and may recommend reallocation of available funds.

3. Within ten (10) days of the DOE EM allotments to Portsmouth/Paducah Project Office (ORRPPPO), DOE-~~ORRPPPO~~ shall brief EPA and ~~KNREPCKEEC~~ on the DOE-~~ORRPPPO~~ EM allotments at the level of the ADS (or its Project Baseline Summary (PBS) successor) or below, if requested.

4. After receipt of the DOE EM allotments to PGDP, but no later than sixty (60) Days after OMB's apportionment of the DOE's FY EM appropriation, the parties shall evaluate all projects scheduled for FY and FY + 1 in light of the factors in Section XVIII.A. and cost and productivity savings and determine if the PGDP EM allotment exceeds or is less than the projected costs for the proposed work. If the PGDP EM allotment is greater than the projected costs, DOE shall propose additional work or an acceleration of scheduled work at PGDP. DOE may propose using part or all of the excess allotment for activities not covered by this agreement. EPA and ~~KNREPCKEEC~~ will review the proposals and may approve changes in the FY and FY + 1 Timetables and Deadlines in Appendix C.

5. If DOE believes that adequate funds or appropriations are not available to comply with the FY obligations of this Agreement, DOE shall nonetheless make a good faith effort to

comply with the enforceable commitments for FY. A good faith effort may, but does not necessarily, include one or more of the following actions: rescoping or rescheduling the work being performed under this agreement consistent with the enforceable commitments, developing and implementing new productivity or cost-saving measures, requesting re-allotments or reprogramming of appropriated funds, and seeking supplemental appropriations.

6. If DOE believes that adequate funds or appropriations are not available to comply with the FY obligations of this Agreement, DOE may submit a request within forty-five (45) business days of PGDP's budget allotment to modify the enforceable Timetables and Deadlines for the current FY commitments contained in Appendix C in accordance with Section XXXIX (Modification of Agreement) and this subsection to the Agreement. The request must include a draft revised Appendix C. ~~KNREPCKEEC~~ and EPA shall review and comment on the draft revised Appendix C within fifteen (15) business days of receipt. Within fifteen (15) business days of receipt of ~~KNREPCKEEC~~ and EPA comments, DOE will revise, if necessary, the draft revised Appendix C and submit a D2 Appendix C. The parties agree to finalize Appendix C in accordance with the provisions of Subsection I of Section XX (Review/Comment on Draft/Final Documents) of this Agreement and to incorporate necessary revisions to Appendix C approved in accordance with this Subsection into this Agreement, in

accordance with Section XXXIX (Modification of Agreement) of this Agreement. Also, at any other time DOE learns that adequate funds or appropriations are not available, it shall notify EPA and ~~KNREPCKEEC~~ within thirty (30) Days of learning such information.

7. ~~KNREPCKEEC~~ and EPA will consider the following factors in reviewing a request for a revision of the Timetables and Deadlines in Appendix C: DOE's efforts to comply with the requirements of paragraph D.a.5 of this section; public comments received; consensus views of the PGDP site-specific advisory board; the impact of the proposed revision on human health and the environment; the impact of the revision on project management, life-cycle costs and logistic, technical, and engineering issues related to the project; new or emerging technologies; new technical or characterization information; site priorities identified through consultation among DOE, EPA, ~~KNREPCKEEC~~ and the public; the Congressional budget appropriation, OMB apportionment, and DOE-~~ORRPPPO~~ and PGDP EM allotment for FY; DOE's efforts to achieve project cost savings and increases in productivity; and other relevant factors.

b. Planning for FY + 2

1. DOE PGDP shall provide EPA and ~~KNREPCKEEC~~ with information on the EM planning budget for fiscal year + two (FY +2), within seven (7) Days of DOE PGDP receiving such information, including any information on OMB and DOE-HQ target funding guidance.

Within twenty-one (21) Days of DOE-PGDP receiving target funding guidance, DOE-PGDP shall provide EPA and ~~KNREPCKEEC~~ with a preliminary assessment of its impacts at PGDP. DOE shall also provide a copy of PGDP's initial contractor budget guidance to EPA and ~~KNREPCKEEC~~ within two (2) weeks after its issuance.

2. By February 1 of each year, DOE shall prepare a draft Integrated Priority List for PGDP. DOE shall provide EPA and ~~KNREPCKEEC~~ with a copy of its draft Integrated Priority List for PGDP and an assessment of the budget targets on site priorities by February 15 of each year. The list shall prioritize all PGDP waste management and environmental restoration activities (including all enforceable commitments of this Agreement) and may include other site activities, as appropriate.

3. Between February 1 and the date that DOE submits its annual budget request and supporting ADS (or its Project Baseline Summary (PBS) successor) for PGDP EM activities to DOE-HQ, DOE, EPA and ~~KNREPCKEEC~~ shall meet and discuss project work scope, priorities, and funding levels required to comply with the obligations of this Agreement. DOE may revise its budget request and supporting documentation in response to issues raised by EPA and ~~KNREPCKEEC~~ during this timeframe. In the event that issues are not resolved with DOE, DOE shall submit with its budget request to DOE-HQ an outline of any unresolved issues identifying the issues, and DOE's and EPA's and ~~KNREPCKEEC~~'s respective positions

with respect to those issues, along with an estimate of the funding necessary to meet the requirements and obligations of this Agreement. In addition, if EPA or ~~KNREPCKEEC~~ disagree with DOE's assessment, they may jointly or individually prepare an assessment of the impacts as it relates to PGDP and DOE shall include a copy of the assessment(s) and any comments with its budget request to DOE-HQ. DOE shall provide EPA and ~~KNREPCKEEC~~ with a complete copy of the budget request and attached documentation relating to PGDP that is sent to DOE-HQ.

4. After submission of the PGDP EM budget request to DOE-HQ, and prior to submission of the EM budget request to the Secretary of DOE, it is DOE's intent to provide EPA and ~~KNREPCKEEC~~ with a copy of any additional written analyses of the proposed PGDP budget and/or potential changes to the proposed PGDP EM budget and any analyses of associated potential impacts on work required under this Agreement sent from PGDP or DOE-~~ORRPPPO~~ to DOE-HQ concerning the PGDP EM budget, subject to a claim of privilege by DOE. In the event of a claim of privilege, DOE shall provide EPA and ~~KNREPCKEEC~~ with an explanation setting forth the basis for the claim of privilege. In the event that DOE changes its intent to provide EPA and ~~KNREPCKEEC~~ with the documentation required by this paragraph, DOE shall provide EPA and ~~KNREPCKEEC~~ with a written explanation as to why such documentation will no longer be provided. DOE's decision is not subject to the dispute

resolution provisions of this Agreement.

5. If the issues raised by EPA and/ or ~~KNREPCKEEC~~ are not resolved prior to DOE's submission of its budget request to the Office of Management and Budget (OMB), DOE shall include an outline of any unresolved issues at PGDP identifying the issues and DOE's and EPA's and/or ~~KNREPCKEEC~~'s respective positions with respect to those issues, including any comments submitted by EPA and/or ~~KNREPCKEEC~~ and an estimate of the funding necessary to meet the requirements of this Agreement with DOE-HQ's budget request submitted to the OMB.

6. Within 10 days of the President's submission of the FY + 1 budget to Congress, DOE shall submit to EPA and ~~KNREPCKEEC~~ a summary of the budget request forwarded to DOE-HQ by DOE-~~ORRPPPO~~ and submit to EPA and ~~KNREPCKEEC~~ the DOE-PGDP budget request contained in the President's budget.

7. Within thirty (30) days after the President's submission of the FY + 1 budget to the Congress, DOE shall brief EPA and ~~KNREPCKEEC~~ on the President's budget request as it relates to the PGDP at the level of detail of the ADS (or its Project Baseline Summary (PBS) successor) or below, if requested.

At this briefing, DOE shall provide EPA and ~~KNREPCKEEC~~ with a written description of the funding levels included in the President's budget request as it relates to PGDP and identification of any differences between these levels and the levels necessary to

comply with the terms of this Agreement, along with an assessment of the impacts these differences may have on DOE's ability to meet its requirements under this Agreement.

E. Budget Execution for the Current FY

1. During the regularly scheduled project manager meetings, the project managers in their review of the progress of projects scheduled for the year shall discuss potential cost savings initiatives and productivity gains for the projects.

2. DOE shall provide EPA and ~~KNREPC~~KEEC with copies of any PGDP program execution guidance at the same time it is provided to DOE's contractors. DOE shall consult with EPA and ~~KNREPC~~KEEC in reviewing WBS summaries prepared by the contractors.

3. Throughout the FY, DOE shall promptly notify EPA and ~~KNREPC~~KEEC of any proposed site-specific or major programmatic action, if such action is likely to have an impact on DOE's ability to meet the requirements of this Agreement. DOE shall consider any comments made by EPA or ~~KNREPC~~KEEC in implementing the proposed action.

4. Within thirty (30) days of the completion of DOE's annual midyear management review, DOE shall brief EPA and ~~KNREPC~~KEEC on any decisions that affect compliance with the requirements of this Agreement.

5. DOE agrees to notify the EPA and ~~KNREPC~~KEEC when it provides confidential budget information to EPA and ~~KNREPC~~KEEC. EPA and

~~KNREPC~~KEEC agree not to release confidential budget information to any other entities prior to submission of the President's budget request to Congress, unless authorized by DOE or required to do so by the Kentucky Open Records Act (KRS 61.870 et seq.), by federal statute or regulation, or by court order. DOE may seek to intervene in any proceeding brought to compel or enjoin release of this information. If allowed to intervene, DOE may assert its interest in, and the legal basis for, maintaining the confidentiality of this information.

6. DOE shall provide EPA and ~~KNREPC~~(now known as KEEC) with a copy of the reports specified in section 3153 of the Defense Authorization Act for fiscal year 1994 within 10 days of their submission to Congress.

7. Neither the process described above, nor EPA and ~~KNREPC~~KEEC's participation in the process, waives their position that the Executive Branch is obligated to seek full funding for all activities required by this Agreement and that DOE's failure to obtain adequate funds or appropriations from Congress does not in any way relieve DOE from its obligation to comply with this Agreement. If adequate funds or appropriations are not available to fulfill DOE's obligations under this Agreement, EPA and ~~KNREPC~~KEEC may pursue any remedy they have under this Agreement or exercise any of their statutory or regulatory authority. In addition, acceptance of the process by DOE-PGDP does not constitute a waiver by DOE of its position that its obligations

under this Agreement are subject to the availability of appropriated funds and the provisions of the Anti-Deficiency Act, 31 U.S.C. Sec. 1341.

8. The participation by EPA and ~~KNREPCKEEC~~ in DOE's budget planning and execution process under this Section is limited solely to the process set forth herein and shall in no way be construed as allowing EPA and/or ~~KNREPCKEEC~~ to become involved with the internal DOE budget process. Furthermore, nothing herein shall affect DOE's authority over its budgets and funding level submissions.

F. Cost and Productivity Savings

1. The parties agree to consult during the site budget planning and execution processes to identify opportunities and develop and implement approaches for achieving cost and productivity savings in implementing this agreement. The parties agree that the approaches for achieving cost and productivity savings should include, inter alia, review of the standards, requirements, and practices of managing and conducting activities at PGDP to ensure that the objectives of this Agreement are carried out in an efficient and cost-effective manner, as well as efforts to control project scopes, as much as is practicable, to scopes originally agreed upon to provide for the maximum utilization of available allocated funding to implement this Agreement.

Notwithstanding the foregoing, the parties understand that it may be necessary in some circumstances to alter project scopes based

on regulatory or other requirements. Furthermore, while the parties recognize the value of identifying and implementing cost savings measures and productivity improvements, the Parties agree that the identification and implementation of such measures is a goal, and not a requirement, of this Agreement. This Section ~~and Section 4.4 of the SMP~~ sets forth the process by which certain percentages of cost and productivity savings will presumptively remain at the PGDP and be applied to activities required under this Agreement.

2. In the event that projects achieve cost and productivity savings that result in excess funds being available after all enforceable commitments under this Agreement have been met within a fiscal year, subject to Paragraph 4 below, a portion of the funding not contractually obligated will stay at the PGDP site and be reallocated to support other work at the site. Cost and productivity savings realized during a given fiscal year may be carried over for performance of other work in subsequent years. DOE will confer with EPA and ~~KNREPCKEEC~~ KNREPCKEEC in identifying the other work at PGDP to which any realized cost and productivity savings will be applied. Such other work may include work not required pursuant to this Agreement. If EPA or ~~KNREPCKEEC~~ KNREPCKEEC disagrees with DOE's identification of other work to which realized cost and productivity savings will be applied, EPA or ~~KNREPCKEEC~~ KNREPCKEEC may invoke the dispute resolution provisions of this Agreement.

3. The Parties understand and agree that mere deferral of work and associated costs shall not constitute "cost and productivity savings" within the meaning of this Agreement.

4. The reallocation process set forth in this Section and Section 4.4 of the SMP shall be utilized to ensure that cost and productivity savings in implementing this Agreement presumptively remain at the PGDP site in accordance with the following schedule:

FY 1997 -- no less than 60% of cost and productivity savings
FY 1998 -- no less than 75% of cost and productivity savings
FY 1999 and beyond -- no less than 90% of cost and productivity savings.

5. To the extent that cost and productivity savings are attributed to any DOE contractor at the Site performing activities required under this Agreement, the percentages cited herein apply to cost and productivity savings remaining after any contractual obligations are paid to any such contractor.

6. The presumption that cost and productivity savings will remain at PGDP may be overcome in cases where DOE determines that imminent danger or significant threat to human health or the environment exist at another site, and the application of PGDP cost and productivity savings is necessary to abate such danger or threat. DOE will consult with ~~KNREPC~~KEEC and EPA prior to making a determination to apply any portion of cost and productivity

savings to another site. Determinations with respect to overcoming the presumption that cost and productivity savings will stay at PGDP lie within DOE's sole discretion and shall not be subject to the Dispute Resolution provisions of this Agreement.

XIX. ADDITIONAL WORK

A. In addition to the provisions of Section XX (Review/Comment On Draft/Primary Documents) of this Agreement, either EPA or ~~KNREPCKEEC~~ may at any time request Additional Work, including field modifications, remedial investigatory work, or engineering evaluations, which they determine necessary to accomplish the purposes of this Agreement, when the basis for modifying a primary document, as specified under Section XX.J of this Agreement, cannot be demonstrated. Such requests shall be in writing to DOE, with copies to the other Parties. DOE agrees to give full consideration to all such requests. DOE may either accept or reject any such requests and shall do so in writing, together with a statement of reasons, within forty-five (45) Days of receipt of any such request. If there is no agreement concerning whether or not the requested Additional Work or modification to work should be conducted, then dispute resolution may be invoked by DOE within thirty (30) Days after DOE's submission of its written rejection of the request for such Additional Work or modification of work.

B. Should Additional Work be required pursuant to this Section, the appropriate work plan shall be amended and proposed by DOE for review and approval by EPA and ~~KNREPCKEEC~~. Appendix C to this Agreement shall be modified if necessary in accordance with Section XXXIX (Modification of Agreement) of this Agreement.

C. The discovery of previously unknown sites, Releases of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents or other significant new Site conditions, including newly acquired information concerning residual risk, may be addressed as Additional Work under this Section.

D. Any Additional Work or modifications to work proposed by DOE shall be proposed in writing to the other Parties and shall be subject to review in a Primary Document (or modification to an existing Primary Document) in accordance with Section XX (Review/Comment on Draft/Final Documents) of this Agreement. DOE shall not initiate such work prior to review and approval by EPA and ~~KNREPCKEEC~~, except for emergency Removal Actions taken under Subsection X.B (Removal Actions).

E. Any Additional Work or modification to work agreed to or required under this Section, shall be completed in accordance with the standards, specifications, and schedules determined or approved by EPA and ~~KNREPCKEEC~~ and shall be governed by the provisions of this Agreement.

XX. REVIEW/COMMENT ON DRAFT/FINAL DOCUMENTS

A. Applicability

The provisions of this Section establish the procedures that shall be used by DOE, EPA and ~~KNREPC~~KEEC to provide the Parties with appropriate notice, review, comment, and response to comments regarding documents specified herein as either primary or secondary documents. In accordance with Section 120 of CERCLA, 42 U.S.C. § 9620, and the RCRA permits, DOE shall be responsible for issuing primary and secondary documents to EPA and ~~KNREPC~~KEEC. As of the effective date of this Agreement, all D1 and D2 documents and reports that are required to be submitted to EPA and ~~KNREPC~~KEEC under this Agreement, as identified herein, shall be prepared and distributed in accordance with Subsections B through J, below. All documents shall be clearly labeled as primary or secondary, and as D1, D2 or Final. All primary and secondary documents shall meet the requirements of CERCLA, the NCP, KRS 224 Subchapter 46, the RCRA Permits, and be consistent with relevant guidance issued by EPA.

The designation of a document as D1 or D2 is solely for purposes of consultation with EPA, ~~KNREPC~~KEEC and other Stakeholder in accordance with this Section.

B. General Process for Document Review

1. Primary Documents are those documents identified in Subsection C.1 herein, for all response actions at the Site.

Primary Documents are initially issued by DOE in draft subject to review and comment by EPA and ~~KNREPCKEEC~~. Following receipt of comments on a particular D1 Primary Document, DOE will respond to comments received and issue a D2 Primary Document subject to EPA and ~~KNREPCKEEC~~ approval.

2. Secondary Documents typically include those documents that are discrete portions of the Primary Documents and are typically feeder documents. Secondary Documents are issued by DOE in draft subject to review and comment by EPA and ~~KNREPCKEEC~~. Although DOE must respond to comments received, the D1 Secondary Documents may be finalized in the context of the corresponding Primary Documents. A Secondary Document may only be disputed at the time the corresponding D2 Primary Document is submitted.

3. The Parties agree that plans and reports prepared by DOE for SWMUs/AOCs subject to the Corrective Action requirements of its RCRA Permits, as well as the review of such plans and reports by EPA and ~~KNREPCKEEC~~, shall be combined into a single document with its corresponding CERCLA counterpart designed to meet the requirements of both the RCRA Permits and this Agreement.

C. Primary Documents

1. DOE shall complete and transmit the following D1 Primary Documents to EPA and ~~KNREPCKEEC~~ for review and comment in accordance with the provisions of this Section:

- a. Community Relations Plan;
- b. RI/FS Work Plans;
- c. RI Reports;
- d. Baseline Risk Assessment Reports;
- e. FS Reports;
- f. Proposed Plans;
- g. Records of Decision;
- h. Remedial Design Work Plans;
- i. Final Remedial Design Reports;
- j. Remedial Action Work Plans;
- k. Final Remediation Reports
- l. Site Management Plans;
- m. Removal Work Plans;
- n. Engineering Evaluation/Cost Analyses (EE/CA);
- o. Action Memoranda;
- p. Data Management Plan;
- q. Site Evaluation Reports;
- r. Time-Critical Responsiveness Summaries; and
- s. Removal Notification.

2. The RD Reports may be submitted in phased packages when necessary to expedite construction work under this Agreement. In such cases, the RD Work Plan shall describe the phased submittals and identify the RD submittals which shall be considered Primary Documents for purposes of Section XLIII (Stipulated Penalties) under this Agreement.

3. Only the D2 Documents for the Primary Documents identified above shall be subject to dispute resolution. DOE shall complete and transmit D1 Primary Documents in accordance with Section XVIII (Site Management, Timetables and Deadlines, Budget Planning and Execution, Cost and Productivity Savings) of this Agreement.

4. A D1 Primary Document may not be required for an OU if: (a) the same Primary Document completed or to be completed

with respect to another OU addresses all required elements of the subject OU, and, (b) the Parties agree in writing that such a Primary Document for the subject OU is adequately addressed in another Primary Document. The Parties agree to merge or combine multiple documents (including secondary documents), whenever appropriate, in an effort to accelerate the documentation process.

D. Secondary Documents

1. DOE shall complete and transmit drafts of secondary documents to EPA and ~~KNREPC~~KEEC for review and comment in accordance with the provisions of this Section. The following list contains examples of secondary documents:

- a. Sampling and Analysis Plans;
- b. Preliminary Risk Assessment Reports;
- c. Preliminary Characterization Summary; Reports;
- d. Screening/Analysis of Alternatives;
- f. Treatability Study Reports;
- g. Fiscal Year ~~Quarterly~~Semiannual Progress Reports;
- h. RI/FS Scoping Document;
- i. Field Sampling Plans;
- j. Quality Assurance Project Plans;
- k. Health and Safety Plans;
- l. Sampling and Analysis Results;
- m. Chain of Custody Forms;
- n. Request for Analysis Forms;
- o. Computer Models and Technical Databases;
- p. Minutes of Public Meetings;
- q. Public Meeting Transcripts;
- r. Administrative Record Index;
- s. Results of Community Interviews;
- t. Responsiveness Summaries;
- u. Intermediate Remedial Design Reports (eg., 30%, 60%, etc.);
- v. Removal Site Evaluations;

- w. Construction Quality Control Plans;
- x. Post-Construction Reports; and,
- y. Operation and Maintenance Plans.

2. Although EPA and ~~KNREPCKEEC~~ may comment on the D1 secondary documents, such documents shall not be subject to dispute resolution except as provided by Subsection B hereof. In lieu of providing comprehensive comments on a D1 Secondary document, EPA and ~~KNREPCKEEC~~ may comment or provide comments identifying major issues. At a minimum, it is EPA's and ~~KNREPCKEEC~~'s intent to provide comments on secondary documents to ensure that major issues are identified which may negatively impact review and approval of a subsequent primary document and/or to ensure that site activities are progressing consistent with the requirements of this Agreement and the RCRA Permits. Failure of EPA and/or ~~KNREPCKEEC~~ to comment on a secondary document does not constitute EPA and/or ~~KNREPCKEEC~~ approval of the secondary document. Secondary documents shall be identified and target dates shall be established for the completion and transmission of D1 secondary documents within Primary Documents (e.g., work plan primary documents) pursuant to Section XVIII (Site Management, Timetables and Deadlines) of this Agreement. When secondary documents are developed and submitted independent of primary documents, then DOE shall identify target dates for such secondary documents.

E. Meetings of Project Managers

The Project Managers shall meet approximately every forty-five (45) Days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site and to discuss the progress of work being performed on Primary and Secondary Documents. The Parties shall hold RI/FS scoping meetings pursuant to Section XI (Remedial Investigations) as early as possible and in accordance with the SMP to effect a meaningful exchange of information/expectations prior to the date D1 RI/FS Work Plans are due. Prior to preparing any D1 document specified in Subsections C and D above, the Parties may confer as necessary to discuss the documents in an effort to reach a common understanding.

F. Identification and Determination of Potential ARARs

1. For those Primary Documents or secondary documents that consist of or include ARAR determinations, prior to DOE's issuance of such a D1 document, the Parties shall confer to identify and propose, to the best of their ability, all potential ARARs pertinent to the document being addressed including any permitting requirements which may be a source of ARARs. DOE shall initiate ARARs identification during the initial stages of development of such primary or secondary documents by performing a comprehensive evaluation of possible ARARs. DOE shall notify EPA and ~~KNREPC~~KEEC, as early as possible, of the status of the ARAR evaluation in order to permit a meaningful review of the

potential ARARs by EPA and ~~KNREPCKEEC~~. EPA and ~~KNREPCKEEC~~ may request additions or deletions to the ARARs list prior to DOE's formal submission of the document. Kentucky will identify potential state ARARs as required by CERCLA Section 121(d)(2)(A)(ii), 42 U.S.C. § 9621(d)(2)(A)(ii). Draft ARARs determinations shall be prepared by DOE in accordance with Section 121(d)(2) of CERCLA, 42 U.S.C. § 9621(d)(2), the NCP, and pertinent guidance issued by EPA.

2. In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on an Operable Unit-specific basis and that ARARs depend upon the specific Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents at a site, the particular actions proposed as a remedy and the characteristics of an Operable Unit. The Parties recognize that ARARs identification is necessarily an iterative process and that potential ARARs must be re-examined throughout the RI/FS processes until the ROD is issued.

3. Nothing in this Agreement or this Section of the Agreement shall be construed to affect ~~KNREPCKEEC~~'s Reservation of Rights.

G. Review and Comment on Documents

1. DOE shall complete and transmit each D1 Primary Document to EPA and ~~KNREPCKEEC~~ on or before the corresponding

deadline established for the submittal of the document established pursuant to Section XVIII (Site Management, Timetables and Deadlines, Budget Planning and Execution, Cost and Productivity Savings) of this Agreement. DOE shall complete and transmit the D1 Secondary Document in accordance with the target dates established for the issuance of such documents according to the approved schedules within the appropriate Work Plans.

2. Unless the Parties mutually agree to another time period, or unless otherwise specified in this Agreement, all D1 Primary Documents shall be subject to the review/comment period specified in Appendix F for the given document under review. All D2 Primary Documents shall be subject to a thirty (30) Day period of review. All D1 Secondary Documents shall be subject to a ninety (90) Day period of review unless the Parties mutually agree to another time period, or if the ninety (90) Day review period would conflict with the review of the corresponding primary document, in which case an alternative period of review for the secondary document shall be specified in the annual SMP, the associated primary document, or other written Agreement.

Review of any document by the EPA and ~~KNREPC~~KEEC may concern all aspects of the document (including its completeness) and should include, but is not limited to, technical evaluation of any aspect of the document and consistency with CERCLA, the NCP, the RCRA Permits and any pertinent guidance or policy promulgated by

EPA. Comments by EPA and ~~KNREPCKEEC~~ shall provide adequate specificity so that DOE may respond to the comments and, if appropriate, make changes to the D1 document. Comments shall refer to any pertinent sources of authority or references upon which the comments are based, and, upon request of DOE, EPA and ~~KNREPCKEEC~~ shall provide a copy of the cited authority or reference. In cases involving complex or unusually lengthy reports, EPA and ~~KNREPCKEEC~~ may extend the review period for D1 and D2 Primary Documents an additional thirty (30) Days by written notice to DOE prior to the end of the review period. In extenuating circumstances, this period may be further extended in accordance with Section XXIX (Extensions) of this Agreement. On or before the close of the review/comment period, EPA and ~~KNREPCKEEC~~ shall transmit their written comments to DOE.

3. Representatives of DOE shall make themselves readily available to EPA and ~~KNREPCKEEC~~ during the review/comment period for purposes of informally responding to questions and comments on D1 documents. Oral comments made during such discussions need not be the subject of a written response by DOE at the close of the review/comment period.

4. In commenting upon a D1 document which contains a proposed ARAR determination, EPA or ~~KNREPCKEEC~~ shall include a reasoned statement of whether it objects to any portion of the proposed ARAR determination. To the extent that EPA and/or

~~KNREPCKEEC~~ objects, it shall explain the bases for its objection in detail and shall identify any ARARs which it believes were not properly addressed in the proposed ARAR determination.

5. Following the close of the review/comment period for a D1 document, DOE shall fully address all EPA and ~~KNREPCKEEC~~ written comments on the D1 document submitted during the review/comment period by revising the document or providing an adequate response as to why the document does not require revision in response to the comment. Within forty-five (45) Days of the receipt of comments on a D1 Secondary Document, DOE shall transmit to EPA and ~~KNREPCKEEC~~ its written response to comments received within the review/comment period. The D1 Secondary Document may be revised and submitted with the appropriate D1 or D2 Primary Document. Within the time period specified in Appendix ~~G-F~~ for DOE response to comments on a D1 Primary Document, DOE shall transmit to EPA and ~~KNREPCKEEC~~ the D2 Primary Document, which shall include DOE's response to all EPA and ~~KNREPCKEEC~~ written comments received within the review/comment period.

6. DOE may extend the period specified in Appendix ~~G-F~~ for responding to comments on a D1 document and issuing the D2 Primary Document for an additional thirty (30) Days by providing written notice to EPA and ~~KNREPCKEEC~~. In extenuating circumstances, this time period may be further extended in accordance with Section XXIX (Extensions) of this Agreement.

H. Availability of Dispute Resolution for D2 Primary Documents

1. Dispute resolution shall be available to the Parties for D2 Primary Documents as set forth in Section XXV (Resolution of Disputes).

2. When dispute resolution is invoked on a D2 Primary Document, work may be stopped in accordance with the procedures set forth in Section XXV (Resolution of Disputes).

I. Finalization of Documents

Within the time period for review of a D2 Primary Document, including any extensions thereof, both EPA and ~~KNREPCKEEC~~ shall either issue a letter of concurrence, a letter of conditional concurrence, or a letter of non-concurrence. The letter of conditional concurrence shall specify the conditions which must be satisfied in the subject Primary Document and shall either: 1) specify a due-date for resubmission of the revised D2 Primary Document and specify the revisions which must be made to the document (generally for reports); or, 2) specify the document's effective date and list the conditions which must be met (generally for work plans). The letter of non-concurrence shall describe the basis for non-concurrence and serve to invoke informal dispute in accordance with Section XXV.B (Resolution of Disputes) of this Agreement.

The period for review of the D2 Primary Document terminates upon EPA and ~~KNREPCKEEC~~ issuance of a letter of concurrence,

conditional concurrence, or non-concurrence. In accordance with Section XXV (Resolution of Disputes) of this Agreement, DOE may invoke dispute resolution regarding a conditional concurrence or nonconcurrence. If ~~KNREPCKEEC~~ and EPA fail to issue a letter of concurrence, non-concurrence, or conditional concurrence within the time period for review, including all extensions thereof, then DOE will be presumed to have good cause for a request for an extension pursuant to Section XXIX (Extensions) hereof.

The D2 Primary Document shall become the Final Primary Document upon DOE receipt of EPA and ~~KNREPCKEEC~~ written concurrence or, upon receipt of EPA and ~~KNREPCKEEC~~ letters of conditional concurrence which specify the required changes to the Primary Document, provided that the changes are made, or if dispute resolution is 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 sixty (60) Days, a revision of the D2 Primary 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 Section XXIX (Extensions) of this Agreement.

J. Subsequent Modifications of Final Documents

Following finalization of any Primary Document pursuant to Subsection I, above, EPA, ~~KNREPCKEEC~~, or DOE may seek to modify

the document, including seeking additional field work, pilot studies, computer modeling or other supporting technical work, only as provided in Subsections J.1 and 2, below.

1. EPA, ~~KNREPCKEEC~~KEEC, or DOE may seek to modify a document after finalization if it determines, based on new information (e.g., information that became available, or conditions that became known, after the document was finalized) that the requested modification is necessary. Any party seeking modification may seek such a modification by submitting a concise written request to persons designated to receive notice pursuant to Section XXIV of this Agreement. 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 Parties on the need for a modification, any of the Parties may invoke dispute resolution to determine if such modification shall be made. Modification of a document shall be required only upon a showing that: (1) the requested modification is based on new information; and (2) 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 Subsection shall alter either EPA's or ~~KNREPCKEEC~~KEEC's ability to request the performance of Additional Work

pursuant to Section XIX (Additional Work) of this Agreement which does not constitute modification of a final document.

K. EPA/~~KNREPCKEEC~~ Review and Comment Coordination

To the extent practicable, EPA and ~~KNREPCKEEC~~ intend to coordinate their review of documents and consult on major issues raised during such reviews prior to submission of their individual comments to DOE. However, this provision shall in no way preclude EPA and ~~KNREPCKEEC~~ from submitting comments to DOE which may conflict. If such conflicts cannot be resolved during preparation of the D2 document or the D2 review period, and any extensions thereof, the dispute may be resolved in accordance with Section XXV of this Agreement (Resolution of Disputes).

XXI. PERMITS

A. The Parties recognize that under Section 121 (e) (1) of CERCLA, 42 U.S. C. § 9621(e) (1), portions of the response actions required by this Agreement and conducted entirely on the Site are exempted from the procedural requirement to obtain federal, state, or local permits, when such response action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S. C. § 9621. It is the understanding of the parties that the statutory language is intended to avoid delays of on-Site response actions, due to procedural requirements of the permit process. The parties agree that: (a) any activity required under a ROD or hazardous waste permit modification in which ~~KNREPCKEEC~~

concurrent; (b) decommissioning activities; (c) removal actions for hazardous substances that are also hazardous wastes or hazardous constituents performed in accordance with Section X (Removal Actions); and (d) remedial or removal actions for hazardous substances that are not also hazardous wastes or hazardous constituents (e.g., radionuclides that are not mixed wastes or PCBs) are being approved, at least in part, pursuant to CERCLA authorities. Therefore, no permits are required for these activities. DOE agrees to seek and implement any federal, state, or local permit, including RCRA or ~~KNREPCKEEC~~ hazardous waste permit, for operations or processes required to implement activities regulated under this Agreement, other than those listed in (a) - (d) above. However, this Agreement does not supersede, modify, or otherwise change the requirements of DOE's existing RCRA permits or DOE's requirement to modify its existing RCRA permits consistent with the terms of this Agreement. Further, when DOE proposes a response action to be conducted entirely on-site which in the absence of CERCLA Section 121(e)(1) and the NCP would require a federal or state permit, DOE shall include in the submittal:

1. Identification of each permit which would otherwise be required.
2. Identification of the standards, requirements, criteria, or limitations which would have had to have

been met to obtain such permit.

3. An explanation of how the response action proposed will meet the standards, requirements, criteria, or limitations identified.

Notwithstanding the foregoing, ~~KNREPCKEEC~~ asserts that the application of CERCLA Section 121(e)(1), 42 U.S.C. § 9621(e)(1), does not constitute a waiver of any Kentucky statutory or regulatory requirement or a waiver of ~~KNREPCKEEC~~'s rights to require DOE to obtain a permit if EPA and ~~KNREPCKEEC~~ do not issue concurrence hazardous waste permit modifications/RODs.

Furthermore, nothing in this Agreement shall be construed as an admission by any Party as to whether any permits would be required if EPA and ~~KNREPCKEEC~~ do not issue concurrence hazardous waste permit modifications/RODs.

B. 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 or, by no fault of DOE, is not issued in time for DOE to comply with the terms of this Agreement, DOE agrees it shall notify the Secretary of the ~~KNREPCKEEC~~ and the Regional Administrator of EPA of its intention to propose modifications to this Agreement (or modifications to primary or secondary documents required by this Agreement) to obtain conformance with the permit (or lack thereof). Notifications by DOE of its intention to propose modifications shall be submitted within seven (7)

business 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) if the permit is appealed, a final determination with respect to any such appeal has been entered. If DOE does not receive advance notification that a permit will not be issued, then DOE may notify EPA and ~~KNREPC~~KEEC of its intent to propose modifications within seven (7) Days after the date that the permit is needed by DOE in order to comply with the terms of this Agreement. Within thirty (30) Days from the date it submits its notice of intention to propose modifications, DOE shall submit to the Secretary of the ~~KNREPC~~KEEC and the Regional Administrator of EPA its proposed modifications to this Agreement with an explanation of its reasons in support thereof.

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

XXII. CREATION OF DANGER

A. In the event that the Secretary of ~~KNREPC~~KEEC or the Regional Administrator of EPA determines that activities conducted pursuant to this Agreement may present an imminent and substantial endangerment to the health or welfare of the people

on the Site or in the surrounding areas or to the environment, the Secretary of ~~KNREPCKEEC~~ or the Regional Administrator of EPA may order DOE to stop any work being implemented under this Agreement for such period of time as needed to abate the danger or may require DOE to take necessary action to abate the danger or both. In the event that DOE determines that any on-site activities or work being implemented under this Agreement may create an immediate threat to human health or the environment from the Release or threat of Release of a hazardous substance, pollutant or contaminant, it may stop any work or on-site activities for such period of time as needed to respond to or abate the danger. In the event DOE makes a determination to stop work under this Section, it shall immediately notify EPA and ~~KNREPCKEEC~~. DOE shall submit a written summary of events to EPA and ~~KNREPCKEEC~~ within five (5) Days of making a determination under this Section.

B. The EPA and ~~KNREPCKEEC~~ agree to comply with DOE's Site Health and Safety Plan, or its equivalent, for EPA and ~~KNREPCKEEC~~ activities on PGDP.

XXIII. REPORTING

DOE agrees that it shall submit to ~~KNREPCKEEC~~ and EPA, fiscal year ~~quarterly~~ ~~seminannual~~ ~~semiannual~~ written progress reports (FY ~~Quarterly~~ ~~Seminannual~~ ~~Semiannual~~ Reports) which describe the actions which DOE has taken during the previous two quarters to implement the requirements of this Agreement. FY ~~Quarterly~~ ~~Semiannual~~ Reports shall also describe the schedules of

activities to be taken during the upcoming ~~quarter~~reporting period. FY ~~Quarterly~~Semiannual Reports shall also provide the identity and assigned tasks of each of DOE's contractors pursuant to Section VII (Parties) hereof. Progress reports shall be submitted on or before the thirtieth Day ~~following the end of April and October of each fiscal year, quarter (i.e., January 30, April 30, July 30 and October 30).~~ DOE's first fiscal year ~~quarterly progress report shall be due thirty (30) Days after the end of the first quarter following the effective date of this Agreement.~~ The progress reports shall include a detailed statement of the manner and extent to which the requirements and time schedules set out in the Appendices to this Agreement are being met. The Progress Report shall also include a Primary/Secondary Document Tracking System. The tracking system should identify all documents under review and/or preparation for the given ~~quarter~~reporting period and the due dates for completion of review/modification tasks. In addition, the progress reports shall identify any anticipated delays in meeting time schedules, the reason(s) for the delay and actions taken to prevent or mitigate the delay.

XXIV. NOTIFICATION

A. Unless otherwise specified, any report or submittal provided pursuant to a schedule or deadline identified in or developed under this Agreement shall be sent by certified mail, return receipt requested, or similar method (including electronic

transmission) which provides a written record of the sending and receiving dates and addressed or hand delivered to the following persons:

U. S. Environmental Protection Agency, Region IV4
Remedial Project Manager
Paducah Gaseous Diffusion Plant
Federal Facilities Branch
~~61 Forsyth Street 100 Alabama Street, S. W.~~
Atlanta, Georgia 30303

Kentucky Department for Environmental Protection
Director, Division of Waste Management
~~300 Sower Blvd., 2nd Floor 14 Reilly Road, Frankfort Office Park~~
Frankfort, Kentucky 40601

U. S. Department of Energy
Site Manager
Paducah Site Office
~~5501 Hobbs Road P.O. Box 1410~~
~~Kevil, Kentucky 42053 Paducah, Kentucky 42001 1410~~

Copies of all correspondence shall be provided by the originator to all Parties. Unless otherwise specified or requested, all routine correspondence, other than a document or submittal as described above, may be sent via regular mail or electronically transmitted to the above persons.

XXV. RESOLUTION OF DISPUTES

Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section 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, then the procedures

of this Section shall be implemented to resolve a dispute.

Nothing herein shall be construed as a limitation upon ~~KNREPCKEEC~~'s reservation of rights pursuant to Section XL (Covenant Not to Sue/Reservation of Rights) and ~~KNREPCKEEC~~ may exercise its reservation of rights after the Senior Executive Committee has concluded its deliberations (as set forth below in paragraph B. 5.).

A. Informal Dispute:

Subject to the limitations set forth elsewhere in this Agreement, informal dispute resolution may be invoked by any Party for any action which leads to or generates a dispute. A Party who wishes to invoke dispute resolution shall do so by first issuing a written statement of informal dispute. For disputes concerning review of a Primary Document, the disputing Party must issue the written statement of informal dispute within thirty (30) Days after the period established for review of a Primary Document pursuant to Section XX (Review/Comment On Draft/Primary Documents) of this Agreement. The written statement of informal dispute shall set 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. A Secondary Document may only be disputed at the time the corresponding D2 Primary Document is submitted.

During informal dispute, the disputing Party shall engage the other Parties in informal dispute resolution among the Project Managers and/or their immediate supervisors. During the informal dispute resolution process, the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute. Except as otherwise set forth below, the informal dispute resolution period shall be limited to thirty (30) Days from receipt of the written statement of informal dispute by the Parties. The informal dispute resolution period may automatically be extended for an additional fifteen (15) Days if requested by any of the Parties.

B. Formal Dispute:

1. If agreement cannot be reached on any issue during the informal dispute resolution process, then the disputing Party shall forward, no later than fifteen (15) Days after the end of the informal dispute resolution period, a written statement of formal dispute to the Dispute Resolution Committee (DRC), thereby elevating the dispute to the DRC for resolution. The date of the written statement of formal dispute shall serve as the date for initiation of formal dispute.

2. 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 a policy level (Senior Executive Service or equivalent). The EPA designated member on the DRC is the ~~Waste Management Division (WMD) Director, Superfund and Emergency Management Division (SEMD)~~, EPA Region IV⁴. DOE's designated member is the ~~Site Manager, Paducah Site Office~~ PPPO Deputy Manager. The ~~KNREPCKEEC~~ designated member is the Kentucky Division of Waste Management, Director.

3. Following elevation of a dispute to the DRC, the DRC shall have twenty-eight (28) Days to unanimously resolve the dispute and issue a written decision. If the DRC is unable to unanimously resolve the dispute within this twenty-eight (28) Day period, then the ~~KNREPCKEEC~~ and EPA representatives on the DRC shall attempt to resolve the dispute. The ~~KNREPCKEEC~~ and EPA representatives shall have five (5) additional Days to resolve the dispute and issue a written decision. If the ~~KNREPCKEEC~~ and EPA DRC representatives are unable to reach a decision within this five Day period, then the written statement of dispute shall be forwarded to the Senior Executive Committee (SEC) for resolution. Alternatively, if DOE is not satisfied with the decision reached by ~~KNREPCKEEC~~ and EPA, then DOE may, within ten (10) days of receiving notice of the decision, elevate the dispute to the SEC for resolution.

4. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC or disputes elevated pursuant to Paragraph 3 above. The EPA

representative on the SEC is the Regional Administrator of EPA Region ~~IV~~⁴. The DOE representative on the SEC is the Manager of ~~Oak Ridge Operations~~^{PPPO}. The ~~KNREPC~~KEEC representative on the SEC is the Commissioner of KDEP. 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-eight (28) Days, then the ~~KNREPC~~KEEC and EPA representatives on the SEC will attempt to resolve the dispute. The ~~KNREPC~~KEEC and EPA representatives shall have five (5) additional Days to resolve the dispute and issue a written decision. If DOE is not satisfied with the decision reached by ~~KNREPC~~KEEC and EPA, then DOE may, within ten (10) days of receiving notice of the decision, elevate the dispute to the EPA Administrator for resolution.

5. If the ~~KNREPC~~KEEC and EPA representatives are unable to reach a decision, then ~~KNREPC~~KEEC, may, within ten (10) days of the conclusion of the SEC's deliberations, issue a written notice to EPA and DOE, exercising its reservation of rights as set forth in Section XL (Covenant Not To Sue/Reservation of Rights). Provided, however, that in the event ~~KNREPC~~KEEC elects to exercise its reservation of rights, ~~KNREPC~~KEEC agrees to continue to participate informally (e.g., either in person, telephonically, in writing, etc., as appropriate) in discussions pertaining to the matter under dispute. The continued participation of the

Commonwealth shall in no way affect the Commonwealth's election of its reservation of rights and shall not be construed as limiting or affecting the Commonwealth's authority under RCRA and KRS 224, and the Commonwealth may, during the discussions, pursue any enforcement or other action it deems appropriate. Whether or not ~~KNREPCKEEC~~ elects to exercise its Reservation of Rights, the EPA Region ~~IV~~ Regional Administrator shall issue a written position on the dispute. DOE and/or ~~KNREPCKEEC~~ (if ~~KNREPCKEEC~~ has not exercised its reservation of rights) may, within ten (10) Days of the Regional Administrator's issuance of EPA's position, issue a written notice elevating the dispute to the Administrator of EPA for resolution in accordance with all applicable laws and procedures. In the event that neither DOE nor ~~KNREPCKEEC~~ (if ~~KNREPCKEEC~~ has not exercised its reservation of rights) elect to elevate the dispute to the EPA Administrator within the designated ten (10) Day elevation period, DOE and the ~~KNREPCKEEC~~ shall be deemed to have agreed with the Regional Administrator's written position with respect to the dispute.

6. Upon elevation of a dispute to the EPA Administrator pursuant to Subsection B.4 or B.5, the Administrator will review and resolve the dispute within twenty-eight (28) Days. Upon request and prior to resolving the dispute, the Administrator shall meet and confer with the Secretary of DOE and/or the Secretary of ~~KNREPCKEEC~~ to discuss the

issue(s) under dispute. Upon resolution, the Administrator shall provide all Parties with a written final decision setting forth resolution of the dispute. With the prior concurrence of DOE, the duties of the Administrator set forth in this Subsection may be delegated to the Assistant Administrator for Enforcement and Compliance Assurance.

7. The pendency of any dispute under this Section 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 the dispute shall continue and be completed in accordance with the applicable schedule.

8. When dispute resolution is in progress, work affected by the dispute will immediately be discontinued if the ~~WMDSEMD~~ Director for EPA, Region ~~IV~~4 or the Director of the Kentucky Division of Waste Management (KDWM) requests, in writing, that work related to the dispute be stopped because, in EPA or ~~KNREPCKEEC~~'s opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse effect on human health or the environment, or is likely to have a

substantial adverse effect on the remedy selection or implementation process. To the extent possible, EPA or ~~KNREPCKEEC~~ 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, then DOE may meet with the ~~WMDSEMD~~ Director or the Director of KDWM to discuss the work stoppage. The final written decision of the ~~WMDSEMD~~ Director or the Director of KDWM will be submitted to DOE within fifteen (15) Days and may be subject to formal dispute resolution immediately. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of DOE, EPA or ~~KNREPCKEEC~~.

9. Within thirty-five (35) Days of resolution of a dispute pursuant to the procedures specified in this Section, 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.

10. Resolution of a dispute pursuant to this Section of this Agreement constitutes a final resolution of said dispute. All Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of this Agreement (if ~~KNREPCKEEC~~ has not exercised its reservation of rights). Any final resolution of a dispute pursuant to this

Agreement shall be incorporated into this Agreement and shall become a term and condition of this Agreement. Nothing herein shall be construed as a limitation upon ~~KNREPCKEEC~~'s reservation of rights pursuant to Section XL (Covenant Not to Sue/Reservation of Rights) or DOE's reservation of removal authority as set forth in Section X (Removal Actions) of this Agreement. Provided, however, that in the event ~~KNREPCKEEC~~ exercises its reservation of rights under this Agreement, any final decision by EPA under this Section shall be binding and have effect only as between EPA and DOE, and DOE reserves its right to raise any and all defenses as to ~~KNREPCKEEC~~ that it might otherwise have in the absence of such decision.

11. Resolution of disputes may include a determination of the length of any time extensions which are necessary.

12. Pursuant to this Section, all or a portion of a dispute may be elevated.

13. Authorities set forth to members of the DRC or SEC may be delegated only to those persons acting for the designated member during a designated member's absence.

14. Resolution of disputes under this Section may be accelerated as provided in Section XL (Covenant Not to Sue/Reservation of Rights) of this Agreement. Moreover, for disputes relating to Emergency and Time Critical Removal Actions only, the informal dispute resolution period shall be limited to

fifteen (15) Days, with no extension. Furthermore, if, consensus is not reached amongst the parties during the informal dispute resolution period, then within five (5) Days of the end of the informal dispute resolution period, the disputing party shall forward a written statement of formal dispute directly to the SEC. The members of the SEC may agree to shorten their twenty-eight (28) day deliberation period to such time frame as is mutually agreed upon given the exigencies of the situation.

XXVI. DESIGNATED PROJECT MANAGERS

A. EPA, DOE, and ~~KNREPCKEEC~~ will each designate Project Managers to coordinate the implementation of this Agreement and shall notify each other in writing of the designation. Each Party may change its designated Project Manager by notifying the other Parties in writing.

B. Daily communications between EPA, DOE, and ~~KNREPCKEEC~~ shall be between Project Managers. All documents, including reports, agreements, and other correspondence, concerning the activities performed pursuant to the terms and conditions of this Agreement, shall be distributed in a manner consistent with Section XXIV (Notification) of this Agreement. EPA, DOE and ~~KNREPCKEEC~~ Project Managers will coordinate with the Managers identified under Section XXIV (Notification) of this Agreement to ensure timely submission of all documents subject to a schedule or deadline established under this Agreement. Each Project Manager shall be

responsible for assuring the internal dissemination and processing of all communications and documents received from the other Project Managers.

XXVII. QUALITY ASSURANCE/SAMPLING AVAILABILITY/DATA MANAGEMENT

A. The Parties shall make available to each other, upon request, results of sampling, tests, or other data generated by this Agreement. All quality-assured data, or summaries of all quality-assured data, from all samples collected, analyzed, and reported shall be available no later than thirty (30) Days after the analyses have been received and validated.

B. At the request of the EPA and/or the ~~KNREPCKEEC~~ Project Manager, DOE shall allow split or duplicate samples to be taken by EPA or ~~KNREPCKEEC~~ during sample collection conducted pursuant to this Agreement. Upon request by DOE, EPA and ~~KNREPCKEEC~~ shall submit to DOE copies of records and other documents, including sampling and monitoring data, that are relevant to oversight activities. All requirements of the AEA, 42 U.S.C. § 2011, et seq., and all Executive Orders concerning the handling of unclassified controlled nuclear information, restricted data, and national security information, including the "need to know" requirement, shall be applicable to any grant of access to classified information, including sample collection, under provisions of this Agreement.

C. The Parties intend to integrate all data and Release

characterization studies generated pursuant to this Agreement . All data and studies produced under this Agreement shall be managed and presented in accordance with the requirements contained in a D1 Data Management Plan (DMP) to be developed by DOE and submitted to EPA and KNREPC (now known as KEEC) within ninety (90) Days of the effective date of this Agreement for review in accordance with Section XX (Review/Comment on Draft/Final Documents) of this Agreement. The Final DMP shall be appended to the SMP. DOE shall maintain one consolidated data base for the Site which includes all data/studies generated pursuant to this Agreement. Such data base(s) will be operational within six (6) months after the effective date of this Agreement. These data bases may be maintained in electronic form provided however, that hard copies of all data/studies and related documents are made available upon request.

XXVIII. ACCESS/DATA/DOCUMENT AVAILABILITY

A. Without limitation on any authority conferred on EPA or ~~KNREPC~~KEEC by statute, regulation or other agreement, EPA, ~~KNREPC~~KEEC and/or their authorized representatives shall have authority to enter the Site at all reasonable times, with or without advance notification for the purpose of inspecting records, logs, and other documents relevant to implementation of this Agreement; reviewing the progress of DOE, its contractors, and lessees in carrying out the activities under this Agreement; conducting,

sampling and analyses which EPA or ~~KNREPCKEEC~~ deem necessary; and verifying data submitted to EPA and ~~KNREPCKEEC~~ by DOE. DOE shall honor all reasonable requests for access to the Site made by EPA or ~~KNREPCKEEC~~. When on-site, EPA and ~~KNREPCKEEC~~ shall comply with OSHA Hazardous Waste Operations and Emergency Response rules, where applicable, and DOE's site health and safety requirements. EPA and ~~KNREPCKEEC~~ access shall be subject to the applicable requirements of the AEA, 42 U.S.C. § 2011, et seq., and Executive Orders concerning the handling of unclassified controlled nuclear information, restricted data, and national security information. Upon request by EPA or ~~KNREPCKEEC~~, DOE shall submit to EPA and ~~KNREPCKEEC~~ copies of records, and other documents, including sampling and monitoring data, that are relevant to oversight activities.

B. To the extent that activities pursuant to this Agreement must be carried out on property other than PGDP property, DOE agrees to use its best efforts, including exercising its authority, if necessary, to obtain access pursuant to Section 104(e) of CERCLA, 42 U.S.C. §6904(e), Section 3004(v) of RCRA and KRS 224.10-100(10) from the present owners and/or lessees. DOE shall use its best effort to obtain access agreements which shall provide reasonable access for DOE, EPA, and ~~KNREPCKEEC~~ and their representatives, and other appropriate state regulatory agencies. Pursuant to 40 CFR 264.101(c), DOE is not relieved of all responsibility to conduct off-site response actions when off-site

access is denied. The appropriateness of on-site measures to address such off-site Releases will be determined considering site-specific circumstances.

C. DOE shall use its best efforts to obtain written access agreements with respect to non-DOE property upon which monitoring wells, pumping wells, treatment facilities, or other facilities may be located, to carry out response actions under this Agreement. The agreements shall 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 property where monitoring wells, pumping wells, treatment facilities or other response actions are located shall notify EPA, ~~KNREPCKEEC~~ and DOE by certified mail, at least thirty (30) Days prior to any conveyance of the property owner's interest in the property and of the provisions made for the continued operation of the monitoring wells, pumping wells, treatment facilities or other response actions installed pursuant to this Agreement. In the event DOE is unable to obtain access within sixty (60) Days after the access is sought, DOE shall promptly notify EPA and ~~KNREPCKEEC~~ regarding both the lack of access and the efforts undertaken to obtain such access. DOE shall submit proposed modification(s) to this Agreement to EPA and

~~KNREPCKEEC~~ in response to such inability to obtain access.

D. Information, records, or other documents (including D1 primary and secondary documents) produced under the terms of this Agreement by EPA, ~~KNREPCKEEC~~, and DOE shall be available to the public except (a) those identified to EPA and ~~KNREPCKEEC~~ by DOE as classified, or unclassified but controlled, within the meaning of and in conformance with the AEA or (b) those that could otherwise be withheld pursuant to the Freedom of Information Act, the Privacy Act, or the Kentucky Open Records Act, unless expressly authorized for Release by the originating agency. Documents or information so identified shall be handled in accordance with those regulations. If no claim of confidentiality accompanies information which is submitted to any Party, then the information may be made available to the public without further notice to the originating Party.

E. Notwithstanding any provision of this Agreement, all requirements of the AEA, as amended, and all Executive Orders concerning the handling of unclassified controlled nuclear information, restricted data and national security information, including the "need to know" requirement, shall be applicable to any access to information or facilities covered under the provisions of this Agreement. The EPA and ~~KNREPCKEEC~~ reserve their right to seek or to otherwise obtain access to such information or facilities in accordance with applicable law.

XXIX. EXTENSIONS

A. Either a timetable and deadline or a schedule including schedules within a Work Plan, shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. If an extension due to good cause affects any enforceable deadline in Appendix C, the Agreement shall be modified according to Section XXXIX (Modification of Agreement). A request for an extension by a Party shall be timely if it is made in writing (or orally followed within ten (10) Days by a written request) prior to the deadline or scheduled deliverable date. Any oral or written request shall be provided to the other Parties pursuant to Section XXIV (Notification). The request 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;

5. A delay caused by Additional Work agreed to by the Parties; and

6. Any other event or series of events mutually agreed to by the Parties as constituting good cause.

C. Delays caused by the failure of DOE to adequately coordinate its activities with the USEC shall not be considered good cause for an extension.

D. Absent agreement of the Parties with respect to the existence of good cause, the Parties may seek and obtain a determination through the dispute resolution process of whether or not good cause exists.

E. For extension requests by DOE, EPA and ~~KNREPC~~KEEC shall use the following procedures:

1. Within twenty-one (21) Days of receipt of a written request for an extension of a timetable and deadline or a schedule, the EPA and ~~KNREPC~~KEEC shall advise all Parties in writing of their respective positions on the request. To the extent that EPA and ~~KNREPC~~KEEC fail to respond to DOE's request within the 21 Day period, then beginning on the 22nd Day, DOE shall have a day for day extension until such time as EPA and ~~KNREPC~~KEEC either concur

with the extension request or issue a statement of nonconcurrency. If EPA or ~~KNREPC~~KEEC do not concur with the requested extension, they shall include in their statement of nonconcurrency an explanation of the basis for their position.

2. If there is consensus among the Parties that the requested extension is warranted, then DOE shall extend the affected timetable and deadline or schedule 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 a determination resulting from the dispute resolution process.

3. Within fourteen (14) Days of receipt of a statement of nonconcurrency with the requested extension, DOE may invoke dispute resolution. If DOE does not invoke dispute resolution within fourteen (14) Days of receipt of a statement of nonconcurrency, then DOE shall be deemed to have accepted EPA's or ~~KNREPC~~KEEC's nonconcurrency and the existing schedule.

4. A timely and good faith request for an extension shall suspend 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 because it was

not brought in good faith, 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, as defined in Section XLIII (Stipulated Penalties), or an application for judicial enforcement may be sought only to compel compliance with the timetable and deadline or schedule as most recently extended.

F. For extension requests by EPA and ~~KNREPC~~KEEC, if no Party invokes dispute resolution within twenty-one (21) Days after receipt of written notice of the requested extension, the extension shall be deemed approved.

XXX. FIVE YEAR REVIEW

Consistent with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and in accordance with this Agreement, DOE agrees that if the selected, final RAs for any operable unit, including selected alternatives entailing institutional controls with remedial action, result in Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents remaining at the Site above levels that allow for unlimited use and unrestricted exposure in accordance with Section 300.430(f)(4)(ii) of the NCP, DOE will submit to EPA and ~~KNREPC~~KEEC a review of the RAs no less often than once every five (5) years (Five Year Review) after the initiation of such RAs (i.e., date of issuance of final-ROD) for as long as the site remains on the

NPL to assure that human health and the environment are being protected by the RAs being implemented. To facilitate the Five Year Review process for multiple OUs, the Five Year Reviews shall be synchronized as follows: reviews which are required for RA OUs will be conducted every five years starting from the initiation of the RA for the first OU. Every five years thereafter, all subject OU RAs which were started prior to the next Five Year Review date, shall be included in the next Five Year Review. For OU RAs which started after the most recent Five Year Review, the level of the review shall be commensurate to the completeness of the RA and the quantity of operation and maintenance data collected.

If, based on the Five Year Review, it is the judgment of EPA or ~~KNREPC~~KEEC that additional action or modification of a RA is appropriate in accordance with Sections 104, 106 or 120 of CERCLA, 42 U.S.C. §§ 9604, 9606, or 9620, the RCRA Permits or KRS 224 Subchapter 46, then EPA or ~~KNREPC~~KEEC shall require DOE to submit a proposal to implement such additional or modified actions, which shall be subject to review and approval by EPA and ~~KNREPC~~KEEC.

Any dispute under this Section shall be resolved under Section XXV (Resolution of Disputes) of this Agreement.

XXXI. RETENTION OF RECORDS

DOE shall preserve, during the duration of this Agreement and for a minimum of ten (10) years after the termination and

satisfaction of this Agreement, the complete Administrative Record, post-ROD primary and secondary documents and reports. After this ten (10) year period, DOE shall notify EPA and ~~KNREPCKEEC~~ at least ninety (90) Days prior to the destruction of any such records or documents. Upon request by EPA or ~~KNREPCKEEC~~, DOE shall make available any such records or copies of such records.

XXXII. ADMINISTRATIVE RECORD

A. DOE shall establish and maintain the CERCLA Administrative Record for the Site for each Operable Unit (hereinafter, collectively referred to as the "Administrative Record"). A complete copy of the Administrative Record shall be available to the public at DOE Environmental Information Center in ~~Ke~~Evil Paducah, Kentucky. In addition, copies of the current index to the Administrative Record and selected documents from the Administrative Record shall be available at other locations, as specified in the approved Community Relations Plan.

B. EPA shall maintain its Administrative Record for the EPA RCRA Permit issued pursuant to HSWA, as required under 40 CFR §§124.9 and 124.18. ~~KNREPCKEEC~~ shall maintain its Administrative Record for the Kentucky Hazardous Waste Permit, as required under 401 KAR 38:050.

C. The selection of each response action shall be based on the CERCLA Administrative Record, in accordance with Section 113(k) of CERCLA, 42 U.S.C. § 9613(k), the NCP, and any

regulations promulgated pursuant to that Section, KRS 224 Subchapter 46 and any applicable guidance, and the Administrative Records referenced under Subparagraph B of this Section to the Agreement. A copy of the CERCLA Administrative Record or a complete index thereof shall be maintained at EPA's Region ~~IV~~4 office in Atlanta, Georgia.

D. Upon request by EPA or ~~KNREPCKEEC~~, DOE shall provide copies of documents generated or possessed by DOE which are included in the CERCLA Administrative Record to the requesting Party. EPA and ~~KNREPCKEEC~~ shall provide DOE with copies of documents generated by each agency which should be included within the CERCLA Administrative Record.

E. Upon establishment of the CERCLA Administrative Record, DOE shall provide EPA and ~~KNREPCKEEC~~ with an index of the Administrative Record. The index shall identify the documents which will comprise the Administrative Record including each decision document for each particular response action.

F. DOE shall provide EPA and ~~KNREPCKEEC~~, in its fiscal year ~~quarterly~~semiannual written progress reports, a periodic update of the index of the Administrative Record that includes any changes or additions to the Record. The Project Managers shall review the Administrative Record Index quarterly to ensure that the Administrative Record is current and complete.

G. EPA shall provide DOE with guidance on establishing and

maintaining the CERCLA Administrative Record as EPA develops guidance.

XXXIII. PUBLIC PARTICIPATION

A. The Parties agree that work conducted under this Agreement, including an Engineering Evaluation/Cost Analysis (as described in Appendix D to this Agreement) for a Removal Action or Proposed Plans for RA at the Site, shall comply with the public participation requirements of CERCLA, including Section 117 of CERCLA, 42 U.S.C. § 9617, the NCP, RCRA and KRS 224 (as applicable), all applicable guidance developed by EPA, all applicable Kentucky hazardous waste laws, and the principles of the Federal Facility Environmental Restoration Dialogue Committee Final report dated April 1996. This shall be achieved through implementation of the approved Community Relations Plan (CRP) prepared and implemented by DOE. A D1 CRP must be submitted to EPA and KNREPC (now known as KEEC) within sixty (60) Days of the effective date of this Agreement for review in accordance with Section XX (Review/Comment On Draft/Primary Documents) of this Agreement and shall include procedures for solicitation of public comment and dissemination of information to the PGDP Site Specific Advisory Board. The Parties agree that the CRP shall, to the extent practicable, coordinate the public participation requirements of CERCLA, RCRA and KRS 224 for activities undertaken pursuant to this Agreement. A major permit modification, including the

required public participation procedures, to incorporate a final remedy upon completion of the RFI/CMS for a Potential OU, shall be carried out in accordance with Condition II.G. of the EPA RCRA Permit and Condition IV.G. of the Kentucky Hazardous Waste Permit. The Parties may integrate public participation requirements of other Federal and Kentucky environmental laws on a case-by-case basis.

B. Excluding imminent hazard situations, any Party issuing an official news release with reference to any of the work required by this Agreement shall advise the other Parties of such news release and the contents thereof at least two (2) business Days before the issuance of such news release.

C. Nothing in this Agreement shall be construed to preclude any Party from responding to public inquiries at any time.

XXXIV. RECOVERY OF EXPENSES

A. EPA Resources

EPA shall take all necessary steps and make efforts to obtain timely funding to meet its obligations under this Agreement. Notwithstanding any other provision of this Agreement, in the event that EPA determines that sufficient funds have not been appropriated to meet any post fiscal year 1996 commitments established by this Agreement, EPA may terminate this Agreement by written notice to DOE and ~~KNREPCKEEC~~.

B. Reimbursement of ~~KNREPCKEEC~~ Expenses

1. DOE agrees to reimburse Kentucky for all costs incurred by Kentucky specifically related to the implementation of this Agreement at the Site, provided these costs either: 1) are not inconsistent with the NCP or 2) constitute fees payable to ~~KNREPC~~KEEC. Costs to be reimbursed as described in this paragraph shall not be deemed inconsistent with the NCP solely because such costs are not specifically addressed in the NCP.

2. A separate funding agreement between DOE and Kentucky will be executed. The separate funding agreement between DOE and ~~KNREPC~~KEEC is the specific mechanism for the transfer of funds between DOE and ~~KNREPC~~KEEC for payment of the costs referred to in Subsection B.1. and provides a mechanism for the resolution of any disputed costs between DOE and Kentucky.

3. For the purposes of budget planning only, Kentucky shall provide to DOE, before the beginning of the fiscal year, a written estimate of Kentucky's projected costs to be incurred in implementing the Agreement in the upcoming fiscal year.

4. Kentucky reserves all rights it has to recover any other past and future costs incurred by Kentucky in connection with CERCLA activities conducted at PGDP.

5. In the event of a substantial change in Kentucky's costs incurred specifically related to the implementation of this Agreement, and a significant change in the scope of the project, ~~KNREPC~~KEEC and DOE agree to renegotiate the amounts contained in the

separate funding agreement to reflect such change proportionate to the circumstances. The amount and schedule of payment of these costs will be negotiated with consideration for DOE's multi-year funding cycle.

XXXV. CLAIMS AND PUBLICATION

A. DOE agrees to assume full responsibility for the remediation of the Site in accordance with CERCLA, the NCP, RCRA Sections 3004(u) and (v) and 3008 (h), and KRS 224 Subchapter 46. However, nothing in this Agreement shall constitute or be construed as a release by ~~KNREPC~~KEEC, DOE, or EPA of any claims, causes of action, or demand in law or equity against any person, firm, partnership, or corporation not a signatory to this Agreement for any liability which it may have arising out of or related in any way to the generation, storage, treatment, handling, transportation, Release, or disposal of any Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents found at, taken to, or taken from the Site.

B. This Agreement does not constitute any decision or preauthorization by EPA of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2), for any person, agent, contractor, or consultant acting for DOE.

C. EPA and ~~KNREPC~~KEEC shall not be held as a party to any contract entered into by DOE to implement the requirements of

this Agreement.

D. This Agreement shall not restrict EPA or ~~KNREPCKEEC~~ from any legal, equitable, administrative, or response action for any matter not part of the work covered by this Agreement.

E. DOE, ~~KNREPCKEEC~~ and EPA shall provide a copy of this Agreement to appropriate contractors, subcontractors, laboratories, and consultants retained to conduct any portion of the work performed pursuant to this Agreement prior to beginning work to be conducted under this Agreement.

F. Nothing in this Agreement shall be considered an admission by any Party with respect to any unrelated claims by any Party or any claims by persons not a Party to this Agreement.

XXXVI. ORDER OF PREFERENCE

In the event of any inconsistency between the Sections of this Agreement and the Appendices to this Agreement, the Sections of this Agreement shall govern unless specifically stated otherwise in this Agreement.

XXXVII. COMPLIANCE WITH LAWS

Nothing in this Agreement shall be construed to relieve DOE or its representative(s) of the obligation to comply with all applicable Federal laws, regulations and Executive Orders, and all applicable Kentucky and local laws and regulations.

XXXVIII. FORCE MAJEURE

A. (i) A Force Majeure shall mean any event arising from causes beyond the control of a Party that could not have been overcome or avoided by due diligence of that Party and that causes a delay in or prevents the performance of any obligation under this Agreement, including, but not limited to:

1. Acts of God; fire; war; insurrection; civil disturbance; or explosion;
2. Unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance;
3. Adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation;
4. Restraint by court order or order of public authority;
5. Inability to obtain, after exercise of reasonable diligence, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority other than DOE; and
6. Delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence.

(ii) Delay caused in whole or in part by the United States Enrichment Corporation shall not be presumed to be a force

majeure event.

(iii) Failure to submit a timely Primary Document due to a delay in submission of a related Secondary Document shall not be presumed to be a force majeure event

B. 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.

C. The Parties agree that Subsection A.2 (entirely), Subsection A.3 ("delay in transportation" provision only), Subsection A.4 ("order of public authority"), and Subsection A.6 (entirely) above, do not create any presumptions that such events arise from causes beyond the control of a Party. ~~KNREPCKEEC~~ and EPA specifically reserve the right to withhold their concurrence to any extensions which are based on such events which are not entirely beyond the control of DOE pursuant to terms of Section XXIX (Extensions), or to contend that such events do not constitute Force Majeure in any action to enforce this Agreement.

D. Notwithstanding the provisions of Section XXIX (Extensions) hereof, if any event occurs or has occurred that may delay the performance of any obligation under this Agreement, whether or not caused by a force majeure event, DOE shall notify orally EPA and ~~KNREPCKEEC~~ within 72 hours of when DOE first knew or

should have known that the event might cause a delay. Within 10 Days thereafter, DOE shall provide in writing to EPA and ~~KNREPCKEEC~~ an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; DOE's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of DOE, such event may cause or contribute to an endangerment to public health, welfare or the environment. DOE shall include with any notice all available documentation supporting its claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude DOE from asserting any claim of force majeure for that event. DOE shall be deemed to have notice of any circumstance of which their contractors or subcontractors had or should have had notice.

E. Extension requests based on a force majeure shall proceed pursuant to Section XXIX (Extensions) hereof.

XXXIX. MODIFICATION OF AGREEMENT

A. This Agreement may be modified by agreement of all the Parties. All major modifications shall be in writing and shall be effective upon the date on which such modifications are signed by EPA. EPA shall be the last signatory on any major modifications to this Agreement.

B. Except as provided in Subsection C, no informal advice, guidance, suggestions, or comments by EPA or ~~KNREPC~~KEEC shall be construed as relieving DOE of any obligation required by this Agreement.

C. Modifications shall be considered major modifications under Subsection A, if designated "major" by any Party. If any party disagrees with the designation of a modification as major, it may invoke dispute resolution pursuant to Section XXV of this Agreement. A major modification is subject to public participation to the extent required by DOE's Community Relations Plan under Section XXXIII (Public Participation) of this Agreement. All other modifications shall not be considered major and can be made informally upon consent of those Parties designated to receive notice in accordance with Section XXIV (Notification) of this Agreement. Informal modifications shall be confirmed in writing within ten (10) Days following the consent of the Project Managers.

D. Any modification to this Agreement, its appendices,

or any primary or secondary document previously approved as final by EPA and ~~KNREPC~~KEEC which incorporates new innovative technology shall be considered a major modification to this Agreement. The Parties agree that such modifications will be made in the future where appropriate to incorporate those new technologies which achieve compliance with this Agreement, either at reduced cost, or in a shorter period of time.

E. The Parties understand that changes in law or regulations may occur which affect the obligations or rights of the parties under this Agreement or change the nature of this Agreement. The Parties agree to consider modifications to this Agreement to address the effects of any such changes.

XL. COVENANT NOT TO SUE/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, EPA agrees that compliance with this Agreement, including payment of stipulated penalties, shall stand in lieu of any administrative, legal and equitable remedies against DOE available to it regarding the currently known Releases or threatened Releases of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents at the Site which are the subject of an RI/FS or Removal Notification and which will be addressed by a RA or Removal Action provided for under this Agreement. Except as

otherwise provided in this Agreement, and based on the information known to the Parties on the effective date of this Agreement, ~~KNREPCKEEC~~ agrees that compliance with this Agreement shall satisfy DOE's obligations arising under the RCRA Permits and the corrective action provisions of KRS 224 Subchapter 46 regarding the currently known releases or threatened releases of hazardous wastes or hazardous constituents at the Site which are the subject of an RI/FS or Removal Notification and which will be addressed by a Response Action approved by ~~KNREPCKEEC~~ and provided for under this Agreement. Provided, however, that this provision shall not apply where Kentucky has exercised its reservation of rights pursuant to paragraph B.5 of Section XXV (Resolution of Disputes) and this Section XL (Covenant Not to Sue/Reservation of Rights) of this Agreement. ~~KNREPCKEEC~~ agrees, at a minimum, to proceed through the SEC level of the dispute resolution process provided in Section XXV (Resolution of Disputes) of this Agreement prior to taking any other action available to it regarding the currently known Releases or threatened Releases of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents at the Site which are the subject of an RI/FS or Removal Notification and which will be addressed by a RA or Removal Action provided for under this Agreement. Nothing in this Agreement shall preclude either the EPA or ~~KNREPCKEEC~~ from exercising any administrative, legal and

equitable remedies available (including the assessment of civil penalties and damages if such are otherwise legally assessable) to require additional response actions by the DOE in the event that the implementation of the requirements of this Agreement is no longer protective of public health and the environment or for matters not specifically part of the work covered by this Agreement. Moreover, nothing herein shall limit ~~KNREPC~~KEEC's or EPA's authority to challenge a Removal Action pursuant to 42 U.S.C. §9622(e)(6) and KRS 224 Subchapter 46. Nothing in this Agreement shall be deemed to confer or waive authority reserved to DOE under the Atomic Energy Act, 42 U.S.C. 2011 et seq.. Additionally, in the event of enforcement action being taken against DOE under this Agreement, including, but not limited to actions under Sections X or XIV of this Agreement, DOE reserves all rights, including any appeal rights it may have.

B. Except to the extent expressly provided for elsewhere in this Agreement, this Agreement shall not be construed as waiving any right or authority that ~~KNREPC~~KEEC may have and shall not be construed as a bar or release of any claim, cause of action or demand in law or equity including any right ~~KNREPC~~KEEC may have to assess penalties for DOE's failure to comply with any term or condition of this Agreement or any timetable or deadline established pursuant to this Agreement. Notwithstanding the provisions of Section XXV (Resolution of Disputes) or any other

Section of this Agreement, in the event that ~~KNREPCKEEC~~ issues a written notice exercising its reservation of rights pursuant to Section XXV (Resolution of Disputes), paragraph B.5., or is dissatisfied with any final decision issued by the Administrator pursuant to Section XXV (Resolution of Disputes), ~~KNREPCKEEC~~ may take any action concerning the disputed matter which would be available in the absence of this Agreement, including imposing its requirements directly on DOE, defending the basis for those requirements, and contesting EPA's conflicting requirements, if any.

C. Notwithstanding this Section, or any other Section of this Agreement, ~~KNREPCKEEC~~ shall retain any right it may have to obtain judicial review of any final decision of EPA on selection of a remedial action or ARARs determination pursuant to any authority ~~KNREPCKEEC~~ may have under Sections 113, 121(e)(2), 121(f), and 310 of CERCLA, 42 U.S.C. §§ 9613, 9621(e)(2), 9621(f), and 9659.

D. If dispute resolution concerning any matter requires a decision by the Regional Administrator or the Administrator, the Parties may mutually agree to accelerate that matter through the dispute resolution procedures of Section XXV (Resolution of Disputes) under this Agreement to the Administrator. Notwithstanding the provisions of Section XXV (Resolution of Disputes) or any Section of this Agreement, in the event that

~~KNREPCKEEC~~ elects to exercise its reservation of rights pursuant to Section XXV (Resolution of Disputes), paragraph B.5., or is dissatisfied with any final decision issued by the Administrator pursuant to Section XXV (Resolution of Disputes), ~~KNREPCKEEC~~ may take any action concerning the disputed matter which would be available in the absence of this Agreement.

E. This Covenant Not to Sue shall not be deemed to affect any rights which any non-party may have.

F. DOE is not released from any claim for damages for injury to, destruction of, or loss of natural resources pursuant to CERCLA Section 107. This Agreement does not in any way release DOE from any claims any party may have for natural resource damage assessments or for damages to natural resources.

G. Nothing in this Agreement shall preclude ~~KNREPCKEEC~~ from exercising any administrative or judicial remedies available in the event or upon the discovery of a violation of, or noncompliance with, any provision of RCRA or KRS 224 Chapter 46 including any disposal or release of hazardous waste or hazardous constituents which are not addressed by this Agreement. Moreover, nothing in this Agreement shall be interpreted to excuse DOE from complying with the requirements of RCRA, KRS 224 Subchapter 46 and the regulations promulgated thereunder for matters not addressed by this Agreement.

H. For matters within the scope of this Agreement,

~~KNREPCKEEC~~ and EPA reserve the right to bring any enforcement action against other potentially liable parties, including contractors, subcontractors and/or operators, if DOE fails to comply with this Agreement. For matters outside this Agreement, and any actions related to response costs, ~~KNREPCKEEC~~ and EPA reserve the right to bring any enforcement action against other potentially responsible parties, including DOE's contractors, subcontractors and/or operators, regardless of DOE's compliance with this Agreement.

XLI. NATURAL RESOURCE DAMAGES

DOE and other Kentucky and Federal trustees shall act on behalf of the public as the trustees for the natural resources present at PGDP. In this capacity, DOE shall be responsible for notifying other Kentucky and Federal trustees and for assessing damages (injury, destruction or loss of natural resources) resulting from Releases of Hazardous Substances, pollutants or contaminants, or Hazardous Wastes and Hazardous Constituents on PGDP, and for implementation of measures designed to mitigate such damages. These authorities are vested in DOE (as specified in Executive Order 12580) pursuant to Section 107(f) of CERCLA and Section 311(f) of the Federal Water Pollution Control Act. As a trustee for natural resources on PGDP, DOE Kentucky, U.S. Fish and Wildlife Service, Tennessee Valley Authority and the Department of Interior, shall have the authority to:

1. Assess damages to public natural resources following the procedures provided by 43 CFR Part 11 and subsequent rule making; and

2. Devise and implement a plan to restore, replace or acquire the equivalent of such resource pursuant to CERCLA. Such a plan shall be consistent, to the degree possible, with applicable Record(s) of Decision under this Agreement.

DOE shall notify the appropriate Federal and Kentucky natural resource trustees as required by Section 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2), and Section 2(e)2 of Executive Order 12580. Except as provided herein, DOE is not released from any liability which it may have pursuant to any provisions of Kentucky and Federal law, including any claim for damages for liability to the destruction of, or loss of natural resources.

XLII. PROPERTY TRANSFER

In the event that DOE determines to enter into any contract for the sale or transfer of any of the Site, DOE shall comply with the requirements of Section 120(h) of CERCLA, 42 U.S.C. § 9620(h), in effectuating that sale or transfer, including all notice requirements. In addition, DOE shall include notice of this Agreement in any document transferring ownership or operation of the Site to any subsequent owner and/or operator of any portion of the Site and shall notify EPA and ~~KNREPC~~KEEC of any such sale or transfer at least ninety (90) Days prior to such

sale or transfer. No change in ownership of the Site or any portion thereof or notice pursuant to Section 120(h)(3)(B) of CERCLA, 42 U.S.C. § 9620(h)(3)(B), shall relieve DOE of its obligation to perform pursuant to this Agreement. No change of ownership of the Site or any portion thereof shall be consummated by DOE without provision for continued maintenance of any containment system, treatment system, or other response action(s) installed or implemented pursuant to this Agreement. This provision does not relieve DOE of its obligations under 40 C.F.R. Part 270 and KRS 224 §46, 401 KAR Chapter 38.

XLIII. STIPULATED PENALTIES

A. In the event that DOE fails to submit a Primary Document, as identified in Section XX (Review/Comment On Draft/Primary Documents), to EPA and ~~KNREPCKEEC~~ pursuant to the appropriate enforceable timetable or deadline included in Appendix C in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement which relates to the actual performance of an interim or final RA, or a Removal Action, DOE may be assessed a stipulated penalty 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 Subsection occurs. Stipulated penalties will accrue from the date of the missed deadline or the date the noncompliance occurs, as appropriate.

B. Upon determining that DOE has failed in a manner set forth in Subsection A, above, EPA and ~~KNREPCKEEC~~ shall jointly notify DOE in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, then 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 or was caused by force majeure. DOE shall not be liable for the stipulated penalty assessed by EPA and ~~KNREPCKEEC~~ if the failure is determined, through the dispute resolution process, not to have occurred or to have occurred as the result of a force majeure event. In the case of a stipulated penalty assessed only by EPA or only by the Commonwealth, the assessing party shall notify DOE, in writing, of the failure. If the failure in question is not already subject to dispute resolution at the time such notice is received, then 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 or was caused by force majeure. DOE shall not be liable for the stipulated penalty assessed by EPA or ~~KNREPCKEEC~~ if the failure is determined, through the dispute resolution process, not to have occurred or to have occurred as the result of a force majeure event. No assessment of a stipulated penalty pursuant to this Section shall be final until the conclusion of dispute resolution procedures related to

the assessment of the stipulated penalty. DOE's invocation of dispute resolution shall toll the obligation to pay the assessed penalty, but shall not toll the accrual of stipulated penalties. Assessment of a stipulated penalty by EPA and/or ~~KNREPC~~KEEC shall preclude the agency (ies) assessing such stipulated penalty from seeking to also impose a statutory penalty arising from DOE's failure to meet the same regulatory milestone. Furthermore, in the event of a noncompliance or failure under this Agreement by DOE, neither EPA nor ~~KNREPC~~KEEC individually shall seek penalties under both CERCLA and RCRA/KRS 224 for the same instance of noncompliance or failure.

C. DOE's annual report to Congress required by Section 120(e)(5) of CERCLA, 42 U.S.C. § 9620(e)(5), 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 Section shall be payable as follows:

Unless otherwise agreed between EPA and the State, any stipulated penalty assessed by both the State and EPA pursuant to this part shall be divided equally between the Hazardous Substances Response Trust Fund and ~~KNREPCKEEC~~ in accordance with KRS 224.10-250. Any stipulated penalty assessed only by EPA shall be payable to the Hazardous Substances Response Trust Fund. Any stipulated penalty assessed only by the Commonwealth shall be payable to ~~KNREPCKEEC~~ in accordance with KRS 224.10-250. The parties recognize that stipulated penalties assessed by ~~KNREPCKEEC~~ are assessed pursuant to RCRA and KRS 224, and not pursuant to CERCLA. Stipulated penalties payable to the Hazardous Substances Response Trust Fund shall be paid from funds authorized and appropriated for that purpose. DOE shall make specific budget requests for payment of assessed stipulated penalties. DOE shall pay stipulated penalties assessed by the Commonwealth of Kentucky under this part within 120 days of the date DOE receives the Commonwealth's demand for payment of a finally-assessed penalty unless ~~KNREPCKEEC~~ agrees to a longer schedule. DOE shall request, for stipulated penalties assessed by EPA, specific authorization and appropriation of any such penalty in its budget submission

for FY +1, unless DOE has already submitted its final budget for that budget year to OMB, in which case DOE shall request such specific authorization and appropriation in its FY +2 budget submittal.

E. Failure of DOE to comply with the requirements of Section XVIII.D. (Budget Planning) or Section XVIII.E. (Budget Execution for the Current FY) shall not be subject to stipulated penalties under this Section.

F. In no event shall this Section give rise to a stipulated penalty in excess of the amount set forth in Section 109 of CERCLA, 42 U.S.C. § 9609.

G. This Section shall not affect DOE's ability to obtain an extension of a timetable, deadline, or schedule pursuant to Section XXIX (Extensions) of this Agreement.

H. 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 Section.

I. Nothing in this Section shall preclude EPA or ~~KNREPCKEEC~~ from pursuing any other sanction that may be available to them, in lieu of stipulated penalties, for DOE's failure to meet any requirement of this Agreement. Nor shall anything in this Section preclude EPA or ~~KNREPCKEEC~~ from seeking or imposing any injunctive relief that may be available to them to compel DOE's

compliance with this Agreement.

XLIV. 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, 42 U.S.C. § 9659, and any violation of such standard, regulation, condition, requirement, or order will be subject to the civil penalty provisions under Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659(c) and 9609; and

2. All Appendix C timetables or deadlines and Site Management Plan CS OU timetables or deadlines associated with the development, implementation and completion of the RI/FS shall be enforceable by any person pursuant to Section 310 of CERCLA, 42 U.S.C. § 9659, and any violation of such timetables or deadlines will be subject to civil penalties under Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659(c) and 9609;

3. All terms and conditions of this Agreement which relate to interim or final RAs and removal actions (including IM and Corrective Actions), including corresponding timetables, deadlines, or schedules, and all work associated with interim or final RAs and removal actions (including IM and Corrective Actions), shall be enforceable by any person pursuant to Section

310(c) of CERCLA, 42 U.S.C. § 9659(c), and any violation of such terms or conditions will be subject to the civil penalties provisions under Sections 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659(c) and 9609; and

4. Any final resolution of a dispute pursuant to Section XXV (Resolution of Disputes) of this Agreement which establishes a term, condition, timetable, deadline, or schedule shall be enforceable by any person pursuant to Section 310(c) of CERCLA, 42 U.S.C. § 9659(c), and any violation of such term, condition, timetable, deadline or schedule will be subject to civil penalties under Section 310(c) and 109 of CERCLA, 42 U.S.C. §§ 9659(c) and 9609.

5. Requirements of this Agreement that are requirements of RCRA and KRS 224 Subchapter 46 shall be enforceable by any person, including the Commonwealth of Kentucky, pursuant to any rights which may exist under section 7002(a)(1)(A) of RCRA. DOE agrees that the Commonwealth of Kentucky or one of its agencies is a "person" within the meaning of section 7002(a) of RCRA. Nothing in this paragraph shall be construed as being in contravention of CERCLA §113(h).

6. Requirements of this Agreement that relate to RCRA or KRS 224 Subchapter 46 may be enforced by ~~KNREPC~~KEEC as requirements of a Corrective Action Order on Consent issued pursuant to KRS 224.46-530.

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 any provisions of CERCLA, including Section 113(h) of CERCLA, 42 U.S.C. § 9613(h). However, nothing in this paragraph shall prevent ~~KNREPCKEEC~~ from taking any action or exercising any right ~~KNREPCKEEC~~ may have to enforce any requirement of RCRA or KRS 224 Subchapter 46 and its corresponding regulations.

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

XLV. TERMINATION AND SATISFACTION

A. To the extent that remedial response actions are conducted in OUs under the provisions of this Agreement, following completion of all response actions at an OU, as specified in the ROD for that OU, and upon written request by DOE, EPA and ~~KNREPCKEEC~~ will send to DOE a written notice that the response actions selected in the ROD have been completed in accordance with the requirements for that operable unit. This notice shall not serve as written notice of termination and satisfaction of the entire Agreement described under Subsection B of this Section.

B. To the extent that remedial preliminary assessment actions are conducted pursuant to the provisions of this Agreement, following the completion of all response actions

(i.e., removal and RAs), including the comprehensive site-wide operable unit, and upon written request by DOE, EPA, and ~~KNREPCKEEC~~ will send to DOE a written notice of satisfaction of the terms of this Agreement within ninety (90) Days of the request. The notice shall state that, in the opinion of EPA and ~~KNREPCKEEC~~, DOE has satisfied all the terms of this Agreement in accordance with the requirements of CERCLA, the NCP, Sections 3004(u) and (v), and 3008(h) of RCRA, 42 U.S.C. § 6928(h), and related guidance, KRS 224 Subchapter 46 and its implementing regulations and applicable state laws and that the work performed by DOE is consistent with the agreed-to response actions.

C. ~~KNREPCKEEC~~ may, in its sole discretion, terminate this Agreement upon sixty (60) Days written notice to the other Parties. Termination of the Agreement by ~~KNREPCKEEC~~ shall be effective on the 60th Day after such notice, unless ~~KNREPCKEEC~~ agrees otherwise in writing before such date. Once termination is effective pursuant to this paragraph, this Agreement shall have no further force or effect as to ~~KNREPCKEEC~~; provided, however, that surviving requirements of this Agreement shall remain enforceable as requirements of a CERCLA § 120 Interagency Agreement between EPA and DOE.

XLVI. EFFECTIVE DATE

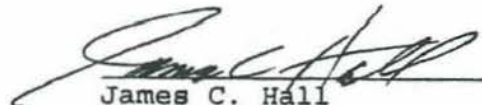
This Agreement shall become effective after it is executed by all the Parties and upon the date set by EPA in written

notification to all Parties that the Agreement has been finally executed and is effective.

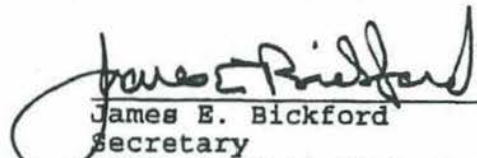
This Agreement will not be executed until such time as all public comment provided during a forty-five (45) day comment period has been addressed by the Parties and incorporated into the Agreement as appropriate.

IT IS SO AGREED:

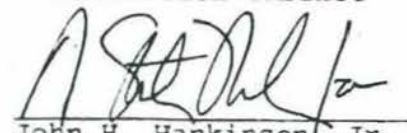
11/19/97
DATE


James C. Hall
Manager
United States Department of
Energy
Oak Ridge Operations Office

12 Dec 1998
DATE


James E. Bickford
Secretary
Kentucky Natural Resources
and Environmental
Protection Cabinet

FEB 12 1999
DATE


John H. Hankinson, Jr.
Regional Administrator
United States Environmental
Protection Agency

APPENDIX A

RCRA/CERCLA Process/Document Comparisons

General Response Process

INVESTIGATION

CERCLA

RI/FS Work Plan

RI Report

FS Report

RCRA

RFI Work Plan

RFI Report

CMS Work Plan

CMS Report

REMEDY SELECTION

Proposed Plan

ROD

Statement of Basis

Permit Mod

REMEDIAL ACTION

RD Work Plan

RD Report

RA Work Plan

Post Con. Report

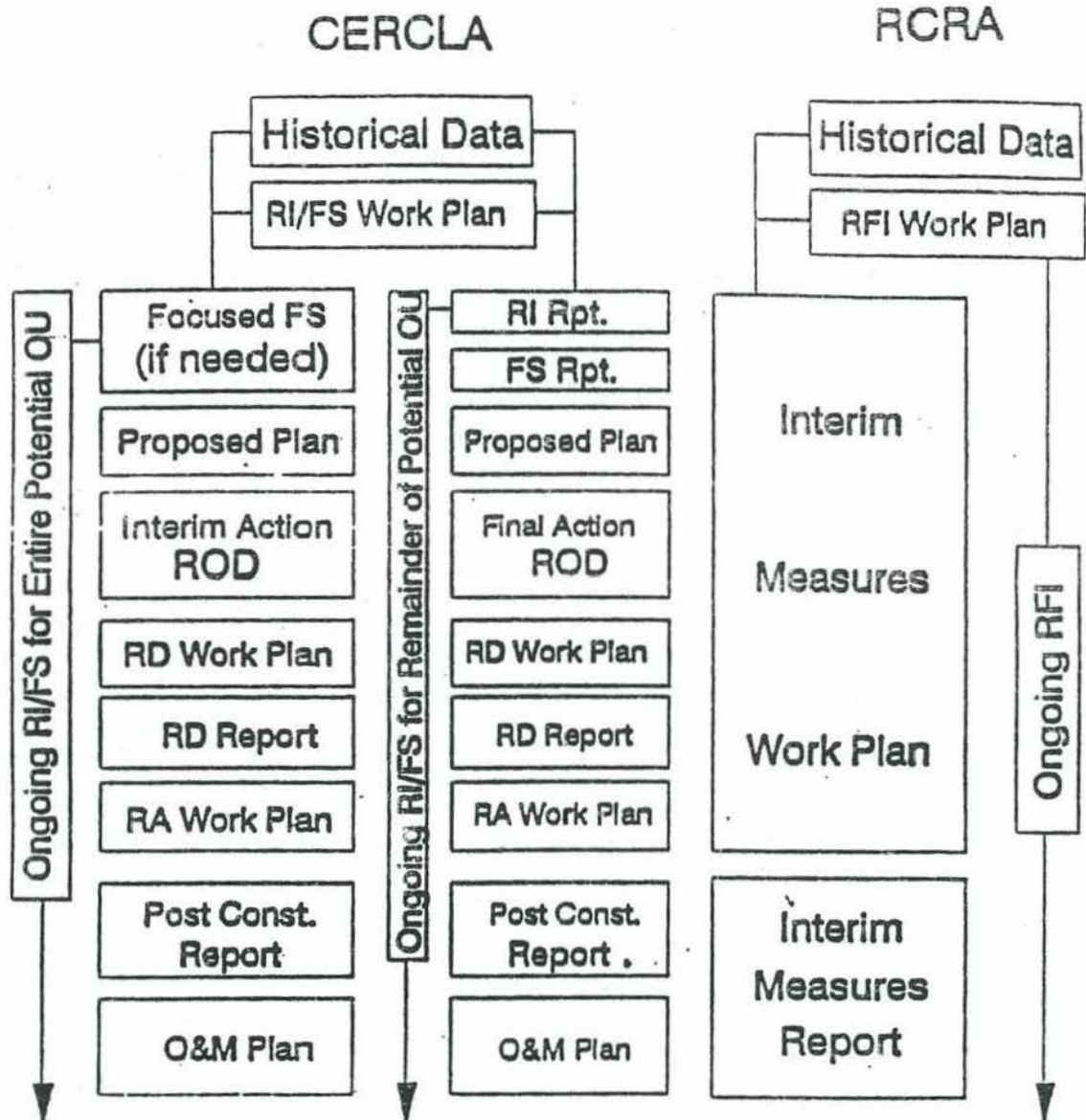
O&M Plan

Final Remed. Rpt

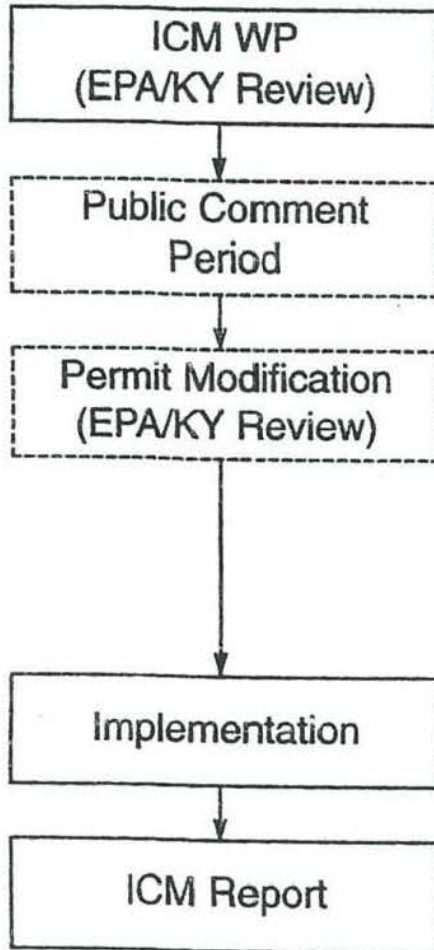
As Specified

In Permit Mod

INTERIM RESPONSE ACTIONS



RCRA



Common Requirement

- Alternative(s)/objective
- Schedule
- Design/Specifications

- Public Participation

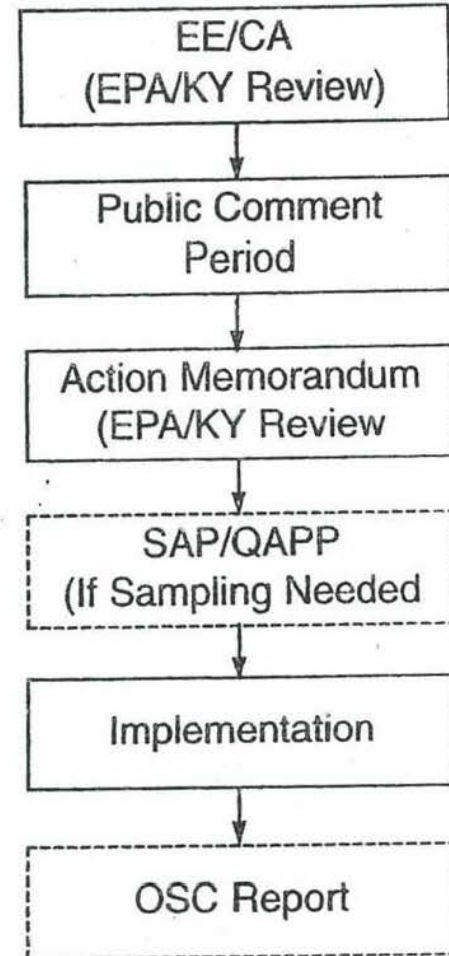
- Final Alternative Decision

- Perform Action

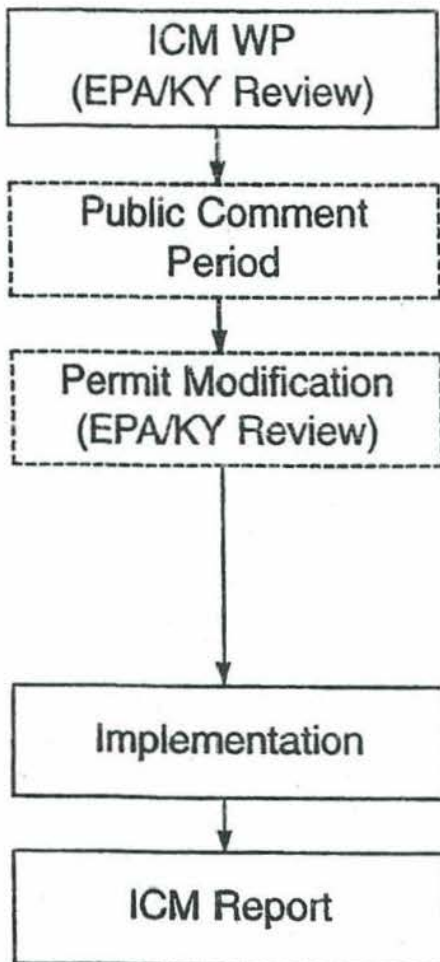
- Post-action Documentation

----- Optional
———— Required

CERCLA (Non Time-critical)



RCRA



Common Requirement

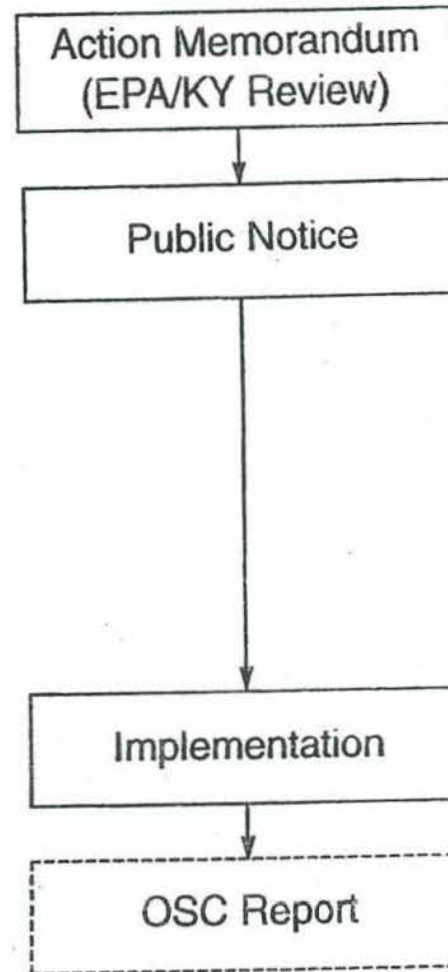
• Alternative(s)/objective

• Perform Action

• Post-action Documentation

----- Optional
———— Required

CERCLA (Time-critical)



APPENDIX B

RCRA/CERCLA Units List

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Solid Waste Management Units/Areas of Concern by Operable Unit

C-400 COMPLEX				
Operable Unit	Subproject	SWMU No.	Description	
C-400 Complex OU	C-400 Final Remedial Action	11	C-400 TCE Leak Site	
		40	C-403 Neutralization Tank slab and underlying soils	
		47	C-400 Technetium Storage Tank Area	
		98	C-400 Basement Sump	
		203	C-400 Discard Waste System slab and underlying soils	
		480	C-402 Lime House building slab and underlying soils	
		533	TCE Spill Site from TCE Unloading Operations at C-400	
		Five SWMUs (349, 350, 351, 352, and 353) within the C-400 Building are DMSAs that were designated as SWMUs under the Kentucky Hazardous Waste Management Permit pursuant to a DOE-KDEP Agreed Order (October 2003) and were not identified for action under the FFA. Ten other SWMUs within the C-400 Building (48, 49, 50, 51, 52, 53, 54, 383, 384, and 537) have been designated as no further action (NFA) and are listed in the NFA section of Appendix 4.		
GROUNDWATER				
GWOU	C-400 Interim Remedial Action	11	C-400 TCE Leak Site	
		533	TCE Spill Site from TCE Unloading Operations at C-400	
	Southwest Plume Sources	1	C-747-C Oil Land Farm	
		211 A	C-720 TCE Spill Site Northeast	
		211 B	C-720 TCE Spill Site Southeast	
	Dissolved-Phase Plumes	201	Northwest Groundwater Plume	
		202	Northeast Groundwater Plume	
		210	Southwest Groundwater Plume	
	Potential Additional Groundwater Sources	NA	This operable unit is being reserved for remaining sources to groundwater contamination that may be identified in the future	
	SURFACE WATER			
SWOU	SWOU Remedial Action	Removal Action	58	North-South Diversion Ditch (NSDD) (Outside) (includes KPDES 003)
			60	C-375-E2 Effluent Ditch (KPDES 002) ⁸
			61	C-375-E5 Effluent Ditch (KPDES 013) ⁸
			62	C-375-S6 SW Ditch (KPDES 009) ⁸
			63	C-375-W7 Oil Skimmer Ditch (KPDES 008 and KPDES 004)
			66	C-375-E3 Effluent Ditch (KPDES 010)
			67	C-375-E4 Effluent Ditch (C-340 Ditch) (KPDES 011)
			68	C-375-W8 Effluent Ditch (KPDES 015)
			69	C-375-W9 Effluent Ditch (KPDES 001)
			92	Fill Area for Dirt from the C-420 PCB Spill Site

⁸ The results of the Surface Water Operable Unit (SWOU) (On-Site) Site Investigation determined that there were no unacceptable levels of risk to current and anticipated future receptors that warranted inclusion of Solid Waste Management Unit (SWMU) 60 (Outfall 002), SWMU 168 (Outfall 012), or SWMU 102 (Paducah Gaseous Diffusion Plant storm sewer systems associated with C-333-A, C-337-A, C-340, C-535, and C-537). As a result, no action will be taken for these SWMUs as originally planned under the SWOU removal action. These SWMUs will be evaluated further as part of the SWOU remedial action. It also should be noted that during development of the Sampling and Analysis Plan for SWOU (On-Site) Removal Action, Outfall 009 and Outfall 013 were evaluated. This assessment of the outfalls, which included a review of historical data, indicated that Outfall 009 and Outfall 013 did not require an early action, and further assessment of Outfall 009 and Outfall 013 would be addressed during the Comprehensive Site Operable Unit (CSOU). Based upon current site strategy, Outfall 009 and Outfall 013 also will be addressed as part of the SWOU remedial action.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SURFACE WATER (CONTINUED)					
Operable Unit	Subproject		SWMU No.	Description	
SWOU	Removal Action	SWOU Remedial Action	97	C-601 Diesel Spill	
			102 B	Plant Storm Sewer associated with C-333-A, C-337-A, C-340, C-535, and C-537 ⁹	
			168	KPDES Outfall Ditch 012 ⁹	
			526	Internal Plant Drainage Ditches (includes KPDES 016) ¹⁰	
	SWOU Remedial Action			64	Little Bayou Creek
				65	Bayou Creek
				93	Concrete Disposal Area East of Plant Security Area
				105	Concrete Rubble Pile (3)
				106	Concrete Rubble Pile (4)
				107	Concrete Rubble Pile (5)
				108	Concrete Rubble Pile (6)
				109	Concrete Rubble Pile (7)
				113	Concrete Rubble Pile (11)
				129	Concrete Rubble Pile (27)
				175	Concrete Rubble Pile (28)
				185	C-611-4 Horseshoe Lagoon (includes KPDES 014)
				199	Big Bayou Creek Monitoring Station
				205	Eastern Portion of Yellow Water Line
				549	Dirt/Concrete Rubble Pile near Outfall 008
				550	Concrete Culvert Sections Located on the West Bank of the Ditch Leading to Outfall 001
		Others	Outfalls 017, 018, 019/020, and 526 and associated ditches		
LAGOONS					
Lagoons OU	Process Lagoons		17	C-616-E Sludge Lagoon	
			18	C-616-F Full-Flow Lagoon	
			171	C-617-B Lagoon (formerly identified as C-617-A in the 10/12/1992 SAR)	
	Water Treatment System Lagoons			21	C-611-W Sludge Lagoon
				22	C-611-Y Overflow Lagoon (includes KPDES 006)
				23	C-611-V Lagoon (includes KPDES 005)
BURIAL GROUNDS					
BGOU	BGOU Remedial (10 SWMUs)		2	C-749 Uranium Burial Ground	
			3	C-404 Low-Level Radioactive Waste Burial Ground	
			4	C-747 Contaminated Burial Ground	
			5	C-746-F Classified Burial Ground	
			6	C-747-B Burial Area	
			7	C-747-A Burial Ground	
			9	C-746-S Residential Landfill	
			10	C-746-T Inert Landfill	
			30	C-747-A Burn Area	
			145	Residential/Inert Landfill Borrow Area (P-Landfill)	
	Additional Burial Grounds			472	C-746-B Pad
520				Scrap Material West of C-746-A	

⁹ See footnote #8.

¹⁰ Kentucky Pollutant Discharge Elimination System (KPDES) Outfall 016, in its entirety, will be addressed as part of the SWOU Remedial Investigation.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SOILS			
Operable Unit	Subproject	SWMU No.	Description
Soils OU	Soils Remedial	1	C-747-C Oil Land Farm
		13	C-746-P Clean Scrap Yard ¹¹
		14	C-746-E Contaminated Scrap Yard
		15	C-746-C Scrap Yard ¹¹
		19	C-410-B HF Neutralization Lagoon
		26	C-400 to C-404 Underground Transfer Line ¹¹
		56	C-540-A PCB Waste Staging Area ^{11, 12}
		57	C-541-A PCB Waste Staging Area ¹¹
		76	C-632-B Sulfuric Acid Storage Tank
		77	C-634-B Sulfuric Acid Storage Tank ^{11, 13}
		80	C-540-A PCB Spill Site ¹¹
		81	C-541-A PCB Spill Site
		99 B	C-745 Kellogg Bldg. Site—Septic Tank/Leach Field
		138	C-100 Southside Berm
		153	C-331 PCB Soil Contamination (West)
		156	C-310 PCB Soil Contamination (West Side)
		158	Chilled-Water System Leak Site
		160	C-745 Cylinder Yard Spoils (PCB Soils)
		163	C-304 Bldg./HVAC Piping System (Soil Backfill)
		165	C-616-L Pipeline & Vault Soil Contamination
		169	C-410-E HF Vent Surge Protection Tank
		170	C-729 Acetylene Bldg. Drain Pits
		180	Outdoor Firing Range (WKWMA)
		181	Outdoor Firing Range (PGDP)
		194	McGraw Construction Facilities (South Side Leach Field Area)
		195	Curlee Road Contaminated Soil Mounds
		196	C-746-A Septic System
		200	Soil Contamination South of TSCA Waste Storage Facility
		204	Dykes Road Historical Staging Area ¹¹
		211 A	C-720 TCE Spill Site Northeast ¹¹
		212	C-745-A Radiological Contamination Area
		213	OS-02
		214	OS-03
215	OS-04		
216	OS-05 ¹⁴		
217	OS-06		
219	OS-08		
221	OS-10		
222	OS-11		
224	OS-13 ¹¹		
225 A	OS-14 ¹¹		

¹¹ These SWMUs/areas of concern (AOCs) were evaluated under Soils OU RI 2 and will be addressed by a subsequent Soils OU feasibility study.

¹² SWMUs 56 and 57 are located within, and will be addressed as part of, SWMUs 80 and 81, respectively.

¹³ This SWMU was evaluated as part of the Soils Operable Unit. The soils and underlying slabs associated with this SWMU will be addressed under the Soils and Slabs OU as part of post-GDP shutdown activities.

¹⁴ The boundaries for SWMU 216 were revised after the Soils OU RI was completed; as a result, the conclusions in the Soils OU RI Report for SWMU 216 are incomplete and will need to be addressed in a subsequent action.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SOILS (CONTINUED)			
Operable Unit	Subproject	SWMU No.	Description
Soils OU (Continued)	Soils Remedial (Continued)	225 B	Contaminated Soil Area near C-533-1 DMSA OS-14 ¹⁵
		227	OS-16
		228	OS-17
		229	OS-18 ¹⁵
		486	Rubble Pile WKWMA (approximately 116 ft off roadside)
		487	Rubble Pile WKWMA (approximately 483 ft off roadside)
		488	PCB Contamination Area by the C-410 Trailer Complex
		489	Septic Tank North of C-710 Laboratory
		492	Contaminated Soil Area Near Outfall 010
		493	Concrete Rubble Piles Near Outfall 001
		517	Rubble and Debris Erosion Control Fill Area
		518	Field South of C-746-P1 Clean Scrap Yard
		520	Scrap Material West of C-746-A
		531	Aluminum Slag Reacting Area (C-746-H4) near the C-746-A Facility
		541	Contaminated Soil Area South of Outfall 011
		561	Soil Pile I
		562	Soil Piles C, D, E, F, G, H, J, K, and P in subunit 1 north of Soil Pile I on the west bank of Little Bayou Creek
		563	Soil Piles 20, CC, and BW in subunit 4 north of outfall 012 west of Little Bayou Creek
564	Soil Pile AT in subunit 5 that consists of three soil areas on the east side of the NSDD north of the P-, S-, and T-Landfills		
565	Rubble Area KY-19 (along Bayou Creek north of C-611 Water Treatment Plant) ¹⁵		
567	Soil Pile K013 near Outfall 013, West of Little Bayou Creek		
SOILS AND SLABS			
Soils and Slabs OU		16	C-746-D Classified Scrap Yard
		20	C-410-E HF Emergency Holding Pond slab and underlying soils
		27	C-722 Acid Neutralization Tank
		28	C-712 Laboratory Equalization Tank slab and underlying soils
		31	C-720 Compressor Pit Water Storage Tank slab and underlying soils
		32	C-728 Clean Waste Oil Tanks slab and underlying soils
		33	C-728 Motor Cleaning Facility slab and underlying soils
		38	C-615 Sewage Treatment Plant slab and underlying soils
		41	C-410-C Neutralization Tank slab and underlying soils
		42	C-616 Chromate Reduction Facility slab and underlying soils
		55	C-405 Incinerator building slab and underlying soils
		70	C-333-A Vaporizer slab and underlying soils
		71	C-337-A Vaporizer slab and underlying soils
		74	C-340 PCB Transformer Spill Site
		75	C-633 PCB Spill Site

¹⁵ See footnote #11.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SOILS AND SLABS (CONTINUED)			
Operable Unit	Subproject	SWMU No.	Description
Soils and Slabs OU (Continued)		77	C-634-B-Sulfuric Acid Storage Tank slab and underlying soils
		78	C-420 PCB Spill Site
		79	C-611 PCB Spill Site
		82	C-531 Switchyard slab and underlying soils
		83	C-533 Switchyard slab and underlying soils
		84	C-535 Switchyard slab and underlying soils
		85	C-537 Switchyard slab and underlying soils
		86	C-631 Pumphouse and Cooling Tower Slabs and Associated Soils
		87	C-633 Pumphouse and Cooling Tower Slabs and Associated Soils
		88	C-635 Pumphouse and Cooling Tower Slabs and Associated Soils
		89	C-637 Pumphouse and Cooling Tower slab and underlying soils
		99 A	C-745 Kellogg Bldg. Site-Cylinder Yard
		135	C-333 PCB Soil Contamination (North Side)
		137	C-746-A Inactive PCB Transformer Sump Area ¹⁶
		154	C-331 PCB Soil Contamination (Southeast)
		155	C-333 PCB Soil Contamination (West)
		159	C-746-H3 Storage Pad slab and underlying soils
		161	C-743-T-01 Trailer Site (Soil Backfill)
		162	C-617-A Sanitary Water Line (Soil Backfill)
		166	C-100 Trailer Complex Soil Contamination (East Side)
		167	C-720 White Room Sump slab and underlying soils
		172	C-726 Sandblasting Facility slab and underlying soils
		176	C-331 RCW Leak Northwest Side
		177	C-331 RCW Leak East Side
		178	C-724-A Paint Spray Booth slab and underlying soils
		179	Plant Sanitary Sewer System
		192	C-710 Acid Interceptor Pit slab and underlying soils
		198	C-410-D Area Soil Contamination slab and underlying soils
		209	C-720 Compressor Shop Pit Sump slab and underlying soils
		211 B	C-720 TCE Spill Site Southeast
		218	OS-07 slab and underlying soils
		220	OS-09 slab and underlying soils
		223	OS-12 slab and underlying soils
		226	OS-15
		463	C-746-A East End Smelter slab and underlying soils
		464	C-746-A West End Smelter building slab and underlying soils
		469	C-745-J Yard
		470	C-746-V Yard
		474	West of Vortec Site
		477	C-340 Metals Plant building slab and underlying soils
		478	C-410/420 Feed Plant building slab and underlying soils
		482	C-415 Feed Plant Storage Building slab and underlying soils
		483	Nitrogen Generating Facilities slab and underlying soils

¹⁶ SWMU 137 was evaluated as part of the American Recovery and Reinvestment Act and the Soils OU. SWMU 137 will be addressed as part of Soils and Slabs OU.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SOILS AND SLABS (CONTINUED)			
Operable Unit	Subproject	SWMU No.	Description
Soils and Slabs OU (Continued)		498	C-410/420 Sump at Column D & E-1&2 slab and underlying soils
		499	C-410/420 Sump at Column H-9&10 slab and underlying soils
		500	C-410/420 Sump at Column U-10&11 slab and underlying soils
		501	C-410/420 UF ₆ Scale Pit Sumps A&B slab and underlying soils
		502	C-410/420 Sump at Column U-9 slab and underlying soils
		503	C-410/420 Sump at Column G-1 slab and underlying soils
		504	C-410/420 Sump at Column L-10 slab and underlying soils
		505	C-410/420 Sump at Column A-3N slab and underlying soils
		506	C-410/420 Sump at Column Wa-9 slab and underlying soils
		507	C-410/420 Condensate Tank Pit slab and underlying soils
		508	C-410/420 Settling Basin slab and underlying soils
		509	C-410/420 Drain pit slab and underlying soils
		510	C-410/420 Sump at Column P&Q-2 slab and underlying soils
		511	C-410/420 Sump at Column Q&R-2 slab and underlying soils
		512	C-410/420 Sump at Column R-2 slab and underlying soils
		513	C-411 Cell Maintenance Room Sump slab and underlying soils
		522	C-340 Work Pit at Ground Floor Level (B-7—B-9) slab and underlying soils
		523	C-340 Metals Plant Pit at Ground Floor (F-6 to F-11) slab and underlying soils
		524	C-340 Pickling System Sump (B-10 to B-11) slab and underlying soils
		529	C-340 Powder Plant Sump at Ground Floor Level slab and underlying soils
571	C-602 Coal Storage Yard		
572	C-360 Toll Transfer and Sampling Building Slab and Underlying Soils		
573	C-750 Garage Slab and Underlying Soils and Associated Outside Areas		
574	C-709-A Acid Neutralization Vault		
DECONTAMINATION AND DECOMMISSIONING			
Facility D&D OU	Remaining D&D	The following SWMUs/AOCs or facilities may include multiple smaller facilities. A more detailed listing of facilities is included in the following table entitled "Detailed Facility D&D OU Facilities List." *Denotes facilities that have been identified as requiring a CERCLA NTCRA.	
		33*	C-728 Motor Cleaning Facility
		38*	C-615 Sewage Treatment Plant
		42*	C-616 Chromate Reduction Facility
		70*	C-333-A Vaporizer
		71*	C-337-A Vaporizer
		82*	C-531 Switchyard
		83*	C-533 Switchyard
		84*	C-535 Switchyard
		85*	C-537 Switchyard
		172*	C-726 Sandblasting Facility
		482*	C-415 Feed Plant Storage Building
		572*	C-360 Toll Transfer and Sampling Building

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

DECONTAMINATION AND DECOMMISSIONING (CONTINUED)			
Facility D&D OU (Continued)	Remaining D&D (Continued)	Other Buildings (non-SWMUs)	See Table "Detailed Facility D&D OU Facilities List." Process Building tie-lines and bridges will be included with the appropriate process building.
DUF₆ FOOTPRINT UNDERLYING SOILS			
DUF ₆ Footprint Underlying Soils OU		164	KPDES Outfall Ditch 017 Flume—Soil Backfill
		183	McGraw UST
		193	McGraw Construction Facilities (South Side Cylinder Yard Area, East of Hobbs Road)
FINAL COMPREHENSIVE SITE OPERABLE UNIT			
CSOU ^{17,18,19}	SWMU No.		Description
	8		C-746-K Inactive Sanitary Landfill
	59		NSDD (Inside)
	91		UF ₆ Cylinder Drop Test Area
	100		Fire Training Area
PERMITTED			
Permitted	SWMU No.		Description
	3		C-404 Low-Level Radioactive Waste Burial Ground ²⁰
	9		C-746-S Residential Landfill
	10		C-746-T Inert Landfill
	44		C-733 Hazardous Waste Storage Area
	46 A		C-746-Q Hazardous and Low-Level Mixed Waste Storage Facility ²¹
	207		C-752-A ER Waste Storage Bldg.
	208		C-746-U Solid Waste Contained Landfill

¹⁷ The FFA, as currently written, contemplates multiple CSOUs, consisting of those associated with integrator units (i.e., groundwater, surface water), and a final CSOU completed after issuance of all final RODs for the site. The FFA parties acknowledge that the scope description is intended to reflect a single CSOU to address all media, and a future FFA modification will be conducted to resolve any inconsistencies between the FFA and Site Management Plan strategy.

¹⁸ Historically, once an action has been completed for a particular SWMU whereby no additional active response actions are expected, such SWMUs have been placed in the CSOU for further evaluation; however, the FFA parties recognized the need to reach consensus on the criteria for assigning units to the CSOU. As a result, placement of SWMUs 8, 59, 91, and 100 in the CSOU is provisional pending the FFA parties reaching consensus on such criteria.

¹⁹ The scope of the GAs is sequenced to occur prior to the CSOU, and any actions taken under the GAs will be considered as part of the final CSOU.

²⁰ SWMU 3 was issued only a post-closure permit, was not permitted for construction and operation, and was not an engineered hazardous waste landfill.

²¹ The C-746-Q Facility also includes C-746-Q1.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION²²		
SWMU No.	Description	NFA Approval By
12	C-747-A UF ₄ Drum Yard	FFA Managers Agreement—11/17/2011; FFA Managers Meeting, 4/12/2012 (Based on information presented at these meetings and on verbal agreement, KY agreed with DOE's assessment that SWMU 12 should be granted NFA status in a letter dated 4/24/2012.)
24	C-750-D UST	KDWM (UST Branch) 11/23/1999
25	C-750 1,000-gal Waste Oil Tank (UST)	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM (UST Branch) 6/20/1994
29	C-746-B TRU Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993
34	C-746-M PCB Waste Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993
35	C-337 PCB Waste Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993
36	C-337 PCB Waste Staging Area	EPA HSWA Class 1 Permit Mod 3/17/1993
37	C-333 PCB Waste Staging Area	EPA HSWA Class 1 Permit Mod 3/17/1993
39	C-746-B PCB Waste Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993
43	C-746-B Waste Chemical Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993; Closed after 1993
45	C-746-R Waste Solvent Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993; Closed after 1993
46	C-409 Hazardous Waste Pilot Plant ²³	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM (Mod #13) 9/26/1997
48	Gold Dissolver Storage Tank (DMSA C400-03)	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 7/8/2010
49	C-400-B Waste Solution Storage Tank	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM 9/26/1997
50	C-400-C Nickel Stripper Evaporation Tank	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM (Mod #13) 9/26/1997
51	C-400-D Lime Precipitation Tank	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM (ROC) 8/8/1994
52	C-400 Waste Decontamination Solution Storage Tanks	EPA HSWA Class 1 Permit Mod 3/17/1993
53	C-400 NaOH Precipitation Unit	EPA HSWA Class 1 Permit Mod 3/17/1993
54	C-400 Degreaser Solvent Recovery Unit	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 7/8/2010
72	C-200 Underground Gasoline Tanks	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM (UST C-200A; UST Branch) 11/23/1999

²² The FFA Parties agree that KDWM will serve as the sole agency for the review and comment on all SWMU assessment reports. The FFA Parties agree that, as a standard practice for waste management units (e.g., TSDs, SWMUs, and AOCs), KDWM's determination for NFA under both the RCRA permit (i.e., Kentucky Hazardous Waste Facility Permit, EPA HSWA Permit) and the FFA are accepted by all parties.

²³ Radiological contamination associated with the sump in this unit will be addressed under the D&D program for the C-409 Stabilization Building.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
73	C-710 Underground Gasoline Tanks	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM (UST C-200A; UST C-710; UST Branch) 2/19/2002
90	C-728 Petroleum Naphtha Pipe (formerly identified as the C-720 Petroleum Naphtha Pipe or C-720 Underground Petroleum Naphtha Pipe in historical documents)	KDWM 1/14/2015
94	KOW Trickling Filter and Leach Field	KDWM Superfund Branch 1/15/2020
96	C-333 Cooling Tower Scrap Wood Pile	EPA HSWA Class 1 Permit Mod 3/17/1993
101	C-340 Hydraulic System	EPA and KDWM 4/2/2015
102 A	Plant Storm Sewer—between the south side of the C-400 Building and Outfall 008	EPA and KY via SW Plume ROD 3/16/2012; KDWM 1/14/2015
103	Concrete Rubble Pile (1)	EPA and KY via WAG 17 ROD 9/29/1997
104	Concrete Rubble Pile (2)	EPA and KY via WAG 17 ROD 9/29/1997
110	Concrete Rubble Pile (8)	EPA and KY via WAG 17 ROD 9/29/1997
111	Concrete Rubble Pile (9)	EPA and KY via WAG 17 ROD 9/29/1997
112	Concrete Rubble Pile (10)	EPA and KY via WAG 17 ROD 9/29/1997
114	Concrete Rubble Pile (12)	EPA and KY via WAG 17 ROD 9/29/1997
115	Concrete Rubble Pile (13)	EPA and KY via WAG 17 ROD 9/29/1997
116	Concrete Rubble Pile (14)	EPA and KY via WAG 17 ROD 9/29/1997
117	Concrete Rubble Pile (15)	EPA and KY via WAG 17 ROD 9/29/1997
118	Concrete Rubble Pile (16)	EPA and KY via WAG 17 ROD 9/29/1997
119	Concrete Rubble Pile (17)	EPA and KY via WAG 17 ROD 9/29/1997
120	Concrete Rubble Pile (18)	EPA and KY via WAG 17 ROD 9/29/1997
121	Concrete Rubble Pile (19)	EPA and KY via WAG 17 ROD 9/29/1997
122	Concrete Rubble Pile (20)	WAG 17 RI Work Plan
123	Concrete Rubble Pile (21)	EPA and KY via WAG 17 ROD 9/29/1997
124	Concrete Rubble Pile (22)	EPA and KY via WAG 17 ROD 9/29/1997
125	Concrete Rubble Pile (23)	EPA and KY via WAG 17 ROD 9/29/1997
126	Concrete Rubble Pile (24)	EPA and KY via WAG 17 ROD 9/29/1997
127	Concrete Rubble Pile (25)	EPA and KY via WAG 17 ROD 9/29/1997
128	Concrete Rubble Pile (26)	EPA and KY via WAG 17 ROD 9/29/1997

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
130	C-611 550-gal Gasoline UST	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD
131	C-611 50-gal Gasoline UST	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD 8/10/1998
132	C-611 2,000-gal Oil UST	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD 8/10/1998
133	C-611 (unknown size) Grouted UST	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD 8/10/1998
134	C-611 1,000-gal Diesel/Gasoline Tank	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD 8/10/1998
136	C-740 TCE Spill Site	EPA and KY via WAG 1&7 ROD 8/10/1998
139	C-746-A1 UST	KDWM 12/9/2005
140	C-746-A2 UST	KDWM 12/19/1996
141	C-720 Inactive TCE Degreaser	KDWM 8/11/1992; EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit
142	C-750-A 10,000-gal Gasoline Tank (UST)	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM 3/25/1999
143	C-750-B 10,000-gal Diesel Tank (UST)	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 3/25/1999
144	C-746-A Hazardous and Mixed Waste Storage Facility	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM 10/10/2011
146	Concrete Rubble Pile (40)	EPA and KY via WAG 17 ROD 9/29/1997
147	Concrete Rubble Pile (41)	EPA and KY via WAG 17 ROD 9/29/1997
148	Concrete Rubble Pile (42)	EPA and KY via WAG 17 ROD 9/29/1997
149	Concrete Rubble Pile (43)	EPA and KY via WAG 17 ROD 9/29/1997
150	Concrete Rubble Pile (44)	EPA and KY via WAG 17 ROD 9/29/1997
151	Concrete Rubble Pile (45)	EPA and KY via WAG 17 ROD 9/29/1997
152	Concrete Rubble Pile (46)	EPA and KY via WAG 17 ROD 9/29/1997
157	KOW Toluene Spill Area	KDWM Superfund Branch 1/15/2020
173	C-746-A Trash-Sorting Facility	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 12/18/1992
174	C-745-K Low-Level Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 2/22/1993
182	Western Portion of Yellow Water Line	KDWM Superfund Branch 1/15/2020

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
184	Concrete Rubble Pile (29)	EPA and KY via WAG 17 ROD 9/29/1997
186	C-751 Fuel Facility	KDWM 10/20/1993
187	C-611 Septic System	KDWM 10/20/1993
188	C-633 Septic System	KDWM 10/20/1993
189	C-637 Septic System	KDWM 10/20/1993
190	C-337A Sewage Treatment Aeration Tank	KDWM 10/20/1993
191	C-333-A Sewage Treatment Aeration Tank	KDWM 10/20/1993
197	Concrete Rubble Pile (30)	EPA and KY via WAG 17 ROD 9/29/1997
206	C-753-A Toxic Substances Control Act Waste Storage Bldg.	KDWM 3/7/1997
208	C-746-U Solid Waste Contained Landfill	KDWM 3/7/1997
360	C-535	KDWM 1/4/2006
361	C-727-90 day	KDWM 8/28/2007
362	G-310-04	KDWM 8/28/2007
363	G-331-03	KDWM 6/29/2004
364	G-331-05	KDWM 6/29/2004
365	G-333-02	KDWM 5/12/2003
366	G-333-03	KDWM 5/12/2003
367	G-333-04	KDWM 5/12/2003
368	G-333-08	KDWM 6/29/2004
369	G-333-10	KDWM 5/12/2003
370	G-333-20	KDWM 5/12/2003
371	G-335-01	KDWM 1/4/2006
372	G-337-02	KDWM 9/11/2003
373	G-337-03	KDWM 9/11/2003
374	G-337-13	KDWM 9/11/2003
375	G-337-14	KDWM 9/11/2003
376	G-337-15	KDWM 9/11/2003
377	G-337-22	KDWM 1/4/2006
378	G-340-01	EPA and KDWM 4/02/2015
379	G-340-03	EPA and KDWM 4/02/2015
380	G-340-04	EPA and KDWM 4/02/2015
381	G-340-05	EPA and KDWM 4/02/2015
382	G-340-06	KDWM 8/28/2007
383	G-400-01	KDWM 5/12/2003
384	G-400-02	KDWM 5/12/2003
385	G-409-25	KDWM 5/12/2003
386	G-410-01	KDWM 8/28/2007
387	C-416-01	KDWM 8/28/2007
388	C-416 Decontamination Pad	KDWM 4/12/2004
389	G-533-01	KDWM 6/29/2004
390	G-535-02	KDWM 6/29/2004
391	G-537-01	KDWM 1/4/2006
392	G-540-A-01	KDWM 2/14/2006
393	G-540-A-1-02	KDWM 2/14/2006
394	G-541-A-01	KDWM 4/12/2004
395	G-600-01	KDWM 3/8/2007
396	G-611-U-01	KDWM 3/8/2007
397	G-612-01	KDWM 3/8/2007
398	G-612-02	KDWM 3/8/2007

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
399	G-612-A-01	KDWM 3/8/2007
400	G-635-01	KDWM 3/8/2007
401	G-710	KDWM 1/4/2006
402	G-710-04	KDWM 9/11/2003
403	G-710-20	KDWM 1/4/2006
404	G-710-24	KDWM 9/11/2003
405	G-720-22	KDWM 2/14/2006
406	G-743-T-17-01	KDWM 6/29/2004
407	G-743-T-17-02	KDWM 3/8/2007
408	G-745-B-01	KDWM 3/8/2007
409	G-745-T-01	KDWM 2/14/2006
410	G-746-G-01	KDWM 6/29/2004
411	G-746-G-1-01	KDWM 3/8/2007
412	G-746-G-2-01	KDWM 11/1/2004
413	G-746-G-3-01	KDWM 11/1/2004
414	G-746-F-01	KDWM 1/4/2006
415	G-746-S-01	KDWM 8/28/2007
416	G-746-X-01 (PCBs)	KDWM 3/8/2007
417	G-746-X-01 (Asbestos)	KDWM 3/8/2007
418	G-748-B-01	KDWM 6/29/2004
419	C-752-C Decontamination Facility	KDWM 8/28/2007; KDWM 4/22/2022
420	G-752-C-02	KDWM 3/8/2007
421	G-754-01	KDWM 1/4/2006
422	G-755-A-01, G-755-A-02, and G-755-A-03	KDWM 1/28/2004
423	G-755-C-01	KDWM 1/28/2004
424	G-755-T-07-01	KDWM 1/28/2004
425	G-755-T-08	KDWM 1/28/2004
426	G-755-T-2-3-01	KDWM 1/28/2004
427	G-755-T-3-1-01	KDWM 1/28/2004
428	G-755-T-3-2-01	KDWM 1/28/2004
429	S-310-04	KDWM 8/28/2007
430	S-331-02	KDWM 1/4/2006
431	S-333-12	KDWM 5/12/2003
432	S-335-09	KDWM 1/4/2006
433	S-337-11	KDWM 9/11/2003
434	S-340-01	EPA and KY 4/2/2015
435	S-409-100	KDWM 5/12/2003
436	S-409-20	KDWM 5/12/2003
437	S-409-40	KDWM 5/12/2003
438	S-409-60	KDWM 5/12/2003
439	S-409-80	KDWM 5/12/2003
440	S-410-05	KDWM 8/28/2007
441	S-540-A-2-01	KDWM 6/29/2004
442	S-612-01	KDWM 2/14/2006
443	S-709-01	KDWM 6/29/2004
444	S-709-02	KDWM 6/29/2004
445	S-710-05	KDWM 2/14/2006
446	S-710-06	KDWM 9/11/2003
447	S-710-09	KDWM 1/4/2006
448	S-710-16	KDWM 9/11/2003
449	S-710-18	KDWM 9/11/2003
450	S-710-32	KDWM 1/4/2006

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
451	S-710-41	KDWM 9/11/2003
452	S-710-44	KDWM 1/4/2006
453	S-710-46	KDWM 9/11/2003
454	S-743-T-17-01	KDWM 2/14/2006
455	S-755-T-16-01	KDWM 1/28/2004
456	S-755-T-16-02	KDWM 1/28/2004
457	S-755-T-16-03	KDWM 1/28/2004
458	S-755-T-2-3-01	KDWM 1/28/2004
459	S-755-T-3-1-01	KDWM 1/28/2004
460	S-755-T-3-2-01	KDWM 1/28/2004
461	S-755-T-3-2-02	KDWM 1/28/2004
462	S-755-T-3-2-03	KDWM 1/28/2004
465	Yard Rubble Pile and Crushate Storage Area (G-Yard)	KDWM 10/13/2009
466	South of Dyke Road, Pond Area	KDWM 8/17/2009
467	Concrete Cylinder Holders Storage Area on Western Kentucky Wildlife Management Area	KDWM 8/17/2009
468	Area Northwest of Outfall 015	KDWM 2/14/2006
471	Outside C-746-B South Storage Area	KDWM 8/17/2009
473	C-746-B Pad, West	KDWM 8/28/2007
475	C-745-G5-01 (Paint Enclosure)	KDWM 2/14/2006
476	Concrete Crusher	KDWM 2/14/2006
479	C-204 Disintegrator Building	KDWM 6/3/2002
481	C-410-A Hydrogen Holder	KDWM 4/2/2002
484	C-611-M Storage Tank	KDWM 8/30/2002
485	C-611-N Sanitary Water Storage	KDWM 2/18/2002
490	McGraw Fuel Facility Waste Oil Storage Tank	KDWM 12/21/2001
491	Mercury Spill at the C-611 Water Treatment Plant Vault	KDWM 3/22/2004
494	Ash Receiver Area in C-410/420	KDWM 6/3/2016; EPA 6/9/2016
495	C-410-I Ash Receiver Shed	KDWM 6/3/2016; EPA 6/9/2016
496	C-410 Fluorine/Hydrogen Filters (Northeast Mezzanine)	KDWM 6/3/2016; EPA 6/9/2016
497	C-410/420 F ₂ Cell Neutralization Room Vats	KDWM 6/3/2016; EPA 6/9/2016
514	C-340 Magnesium Fluoride Reject Silo	EPA and KY 4/2/2015
515	C-340 "Dirty" Dust Collection System	EPA and KY 4/2/2015
516	C-340 Derby Preparation Area Sludge Collection System	EPA and KY 4/2/2015
519	C-410 Sulfuric Acid Tank (C-634-B)	KDWM 1/10/2003
521	C-340 Saw System Degreaser	EPA and KY 4/2/2015
525	Concrete Water Tower Supports (KOW)	KDWM 8/28/2007
527	C-410 GSA/SAA at Column J-6	KDWM 8/28/2007
528	GSA/SAA at the Northwest corner of C-745-G3 Paint Enclosure	KDWM 2/14/2006
530	Soil and Debris Storage Area by C-745-T Yard	KDWM 3/8/2007
532	Photographic Solution Treatment Area in the C-102 Building	KDWM 5/21/2003
534	UST #18, within SWMU 193	KDWM (UST Branch) 12/4/2002
535	S-755-T08-01 (Satellite Accumulation Area at C-755, Trailer 8)	KDWM 2/14/2006
536	Concrete Truck Washout Area	KDWM 6/27/2002
537	S-400-001 (SAA Located Outside at the Southeast Corner of the C-400 Building)	KDWM 2/14/2006
538	S-MST-01-01 & S-MST-01-02 (Mobile Trailer 01)	KDWM 2/14/2006
539	S-MST-02-01 & S-MST-02-02 (Mobile Trailer 02)	KDWM 2/14/2006
540	S-MST-03-01 & S-MST-03-02 (Mobile Trailer 03)	KDWM 2/14/2006
542 A	G-746-B-01; S-746-B-01; S-746-B-02 (GSA/SAA's located outside C-746-A)	KDWM 1/28/2004

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
542 B	G-746-A-01; S-746-A-01; S-746-A-02 (GSA/SAA's located outside C-746-A)	KDWM 1/28/2004
543	T-746-S-01 (90-Day Storage Area)	KDWM 1/28/2004
544	T-752-C-01 (90-Day Storage Area)	KDWM 1/28/2004
545	C-755-T-22-01 and G-755-T-22	KDWM 1/28/2004
546	PGDP Post 67 Diesel Fuel Spill Area	KDWM 2/14/2006
547	PGDP Post 38 Diesel Spill Area	KDWM 2/14/2006
548	Staging Area for Concrete Piers, Wood and Rubble North Side of C-745-B Cylinder Yard	KDWM 8/28/2007
551	C-755-GSA-23 Located at C-755 near the East Fence Line	KDWM 8/28/2007
552	C-760 90-Day Accumulation Area	KDWM 3/8/2007
566	H-340-01	KDWM 12/02/2010
568	C-340 ST-90 Boxes	KDWM 12/02/2010
569	C-743-T-17 Sample Return Refrigerator	KDWM 5/24/2012
570	Sample Return Sealand	KDWM 5/24/2012

PENDING NO FURTHER ACTION DECISION	
SWMU No.	Description
	Reserved
SWMUs THAT WILL BE INVESTIGATED AND REMEDIATED BY THE U.S. ARMY CORPS OF ENGINEERS²⁴	
95	KOW Burn Area

CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act
 CSOU = Comprehensive Site Operable Unit
 D&D = decontamination and decommissioning
 EPA = U.S. Environmental Protection Agency
 ER = environmental remediation
 FFA = Federal Facility Agreement
 GDP = gaseous diffusion plant
 GSA = generator staging area
 HSWA = Hazardous and Solid Waste Amendments
 HVAC = heating, ventilating, and air-conditioning
 KDWM = Kentucky Division of Waste Management
 KOW = Kentucky Ordinance Works
 KPDES = Kentucky Pollutant Discharge Elimination System
 KY = Kentucky
 NFA = no further action
 NSDD = North-South Diversion Ditch
 NTCRA = non-time-critical removal action

OU = operable unit
 PCB = polychlorinated biphenyl
 PGDP = Paducah Gaseous Diffusion Plant
 RCW = recirculating cooling water
 RI = remedial investigation
 ROD = Record of Decision
 SAA = satellite accumulation area
 SAP = Sampling and Analysis Plan
 SAR = SWMU assessment report
 SWMU = solid waste management unit
 SWOU = Surface Water Operable Unit
 TBD = to be determined
 TCE = trichloroethene
 TSCA = Toxic Substances Control Act
 UST = underground storage tank
 WAG = waste area group
 WKWMA = West Kentucky Wildlife Management Area

²⁴ The Corps of Engineers accepted responsibility for the investigation/remediation of this SWMU in a letter dated March 13, 1996. EPA and Kentucky review/approval of the CERCLA documentation (not yet available) associated with this SWMU has not occurred.

Detailed Facility D&D OU Facilities List

Facility Number	Description	SWMU/AOC Number	Facility Status	Integrated Site Evaluation (SE) Complete	CERCLA NTCRA Required
Gaseous Diffusion Process Facilities and Process Building Tie Lines and Bridges					
C-310	Purge and Product Building	--	Deactivating	No	Pending SE
C-310-A	Product Withdrawal Building	--	Deactivating	No	Pending SE
C-315	Surge and Waste Building	--	Shutdown	No	Pending SE
C-331	Process Building	--	Shutdown	No	Pending SE
C-333	Process Building	--	Deactivating	No	Pending SE
C-333-A	Feed Vaporization Facility	70	Deactivating	8/24/1987	Yes
C-335	Process Building	--	Deactivating	No	Pending SE
C-337	Process Building	--	Deactivating	No	Pending SE
C-337-A	Feed Vaporization Facility	71	Shutdown	8/24/1987	Yes
C-310-335 ²⁵	Tie-Line	--	Deactivating	No	Pending SE
C-310-331-A	Bridge (Enclosed)	--	Deactivating	No	Pending SE
C-310-331-B	Tie-Line	--	Deactivating	No	Pending SE
C-315-331	Tie-Line	--	Deactivating	No	Pending SE
C-331-333-A	Bridge (Enclosed—300 ft)	--	Deactivating	No	Pending SE
C-331-333-B	Tie-Line (East)	--	Deactivating	No	Pending SE
C-331-333-C	Tie-Line (West)	--	Deactivating	No	Pending SE
C-331-335	Tie-Line	--	Deactivating	No	Pending SE
C-335-337-A	Bridge (Enclosed)	--	Deactivating	No	Pending SE
C-335-337-B	Tie-Line (North)	--	Deactivating	No	Pending SE
C-335-337-C	Tie-Line (South)	--	Deactivating	No	Pending SE
Process Support Facilities					
C-409	Stabilization Building	--	Operating	No	Pending SE
C-415	Feed Plant Storage	482	Operating	7/18/2001; under development	Re-evaluating SE
C-600	Steam Plant	--	Standby	No	Pending SE
Switchyards					
C-531-1	Switch House	82	Shutdown	8/24/1987	Yes
C-531-3A	Fire Valve House No. 1	82	Shutdown	8/24/1987	Yes
C-531-3B	Fire Valve House No. 2	82	Shutdown	8/24/1987	Yes
C-532	Relay House ²⁶	82	Standby	8/24/1987	Yes
C-533-1	Switch House ²⁶	83	Standby	8/24/1987	Yes
C-533-3A	Fire Valve House No. 1	83	Shutdown	8/24/1987	Yes
C-533-3B	Fire Valve House No. 2	83	Shutdown	8/24/1987	Yes
C-533-3C	Fire Valve House No. 3	83	Shutdown	8/24/1987	Yes
C-533-3D	Fire Valve House No. 4	83	Shutdown	8/24/1987	Yes
C-535-1	Switch House	84	Deactivating	8/24/1987	Yes
C-535-3A	Fire Valve House No. 1	84	Shutdown	8/24/1987	Yes
C-535-3B	Fire Valve House No. 2	84	Shutdown	8/24/1987	Yes
C-535-4	Test Shop (Maintenance Office)	84	Shutdown	8/24/1987	Yes
C-536	Relay House	84	Shutdown	8/24/1987	Yes

²⁵ The C-310-335 Tie-Line intersects with the C-331-335 Tie-Line and, as a result, the C-310-335 Tie-Line is not listed separately in the facilities information management system.

²⁶ These facilities have “Standby” status designation until the DOE Excess Screening process is complete. Once approval is received, these facilities will receive a status of “Deactivating” or “Shutdown” because the facility no longer will be maintained for future use.

Detailed Facility D&D OU Facilities List (Continued)

Facility Number	Description	SWMU/AOC Number	Facility Status	Integrated Site Evaluation (SE) Complete	CERCLA NTCRA Required
Switchyards (Continued)					
C-537-1	Switch House	85	Deactivating	8/24/1987	Yes
C-537-3A	Fire Valve House No. 1	85	Shutdown	8/24/1987	Yes
C-537-3B	Fire Valve House No. 2	85	Shutdown	8/24/1987	Yes
C-537-3C	Fire Valve House No. 3	85	Shutdown	8/24/1987	Yes
C-537-3D	Fire Valve House No. 4	85	Shutdown	8/24/1987	Yes
C-537-4	Test Shop	85	Shutdown	8/24/1987	Yes
C-540-A	Oil Pump House	83	Shutdown	8/24/1987	Yes
C-541-A	Oil Pump House	84	Shutdown	8/24/1987	Yes
Cooling Towers²⁷					
Phosphate (Former Chromate) Reduction System Facilities					
C-616-A	Chemical Feed Building	42	Standby	12/18/1991	Yes
C-616-B	Clarifier-East	42	Standby	12/18/1991	Yes
C-616-C	Lift Station	42	Operating	12/18/1991	Yes
C-616-D	Sludge Vault and Valve Pit	42	Operating	12/18/1991	Yes
C-616-H1	Ferrous Sulfate Storage Tank (East)	42	Standby	12/18/1991	Yes
C-616-H2	Ferrous Sulfate Storage Tank (West)	42	Standby	12/18/1991	Yes
C-616-J	Reduction Tank (East)	42	Standby	12/18/1991	Yes
C-616-K	Service Building	42	Standby	12/18/1991	Yes
C-616-L	Effluent Control Vault	42	Standby	12/18/1991; under development	Re-evaluating SE
C-616-M	Clarifier (West)	42	Standby	12/18/1991	Yes
C-616-N	Reduction Tank (West)	42	Standby	12/18/1991	Yes
C-616-P	Sludge Vault and Valve Pit	42	Operating	12/18/1991	Yes
Sewage System and Water Treatment Ancillary Facilities					
C-611-A	Building and Shop Storage	--	Operating	12/1/2021	No ²⁸
C-611-A1	Activated Carbon Storage Facility		Operating	12/1/2021	No
C-611-B	Head House	--	Operating	12/1/2021	No ²⁸
C-611-B1	Polymer Feed System Enclosure	--	Operating	12/1/2021	No ²⁸
C-611-C	Flocculator Basin	--	Operating	12/1/2021	No ²⁸
C-611-F1	Secondary Coagulation Basin	--	Operating	12/1/2021	No ²⁸
C-611-F2	Chemical Feed Building for C-611-F1		Operating	12/1/2021	No ²⁸
C-611-F3	Feed Facility		Operating	12/1/2021	No ²⁸
C-611-H	Filter Building and Pump Station	--	Operating	12/1/2021	No ²⁸
C-611-J	Pump House (Settled Water)	--	Operating	12/1/2021	No ²⁸
C-611-P	Building-Pump House	--	Standby	8/26/2021	No
C-611-S	Storage and Chlorine Facility		Operating	12/1/2021	No ²⁸

²⁷ Facilities associated with the cooling towers have undergone consultation. Consultation for the C-631, C-633, C-635, and C-637 pumphouses and cooling towers was completed 1/9/2023, 4/3/2023, 8/29/2022, and 6/22/2023, respectively, and concurrence received 1/24/2023, 4/4/2023, 8/31/2022, 6/22/2023, respectively. The aboveground structures of the facilities associated with the C-631, C-633, C-635, and C-637 pumphouses and cooling towers were agreed to be demolished outside of CERCLA; the concrete pad and/or soils associated with those facilities (SWMUs 86, 87, 88, and 89) will be evaluated as part of the Soils and Slabs OU. The C-631, C-633, C-635, and C-637 facilities were removed from the Facilities D&D OU List and have been listed in Table 3.1.

²⁸ SE requires investigation of slab and underlying soils, prior to AOC/SWMU determination. Timing of the SE will be incorporated into baseline and will be conducted as part of the GA.

Detailed Facility D&D OU Facilities List (Continued)

Sewage System and Water Treatment Ancillary Facilities (Continued)					
C-611-T	Booster Pump Station Plant Water ²⁹	--	Shutdown	8/26/2021	No
C-611-U	Softening Facility (West)	--	Operating	12/1/2021	No ³⁰
C-611-X	Softening Facility (East)	--	Operating	12/1/2021	No ³⁰
C-611-Z	Flocculator Basin	--	Operating	12/1/2021	No ³⁰
C-615-A	Primary Settling Tank/Catch Basin	38	Operating	8/24/1987	Yes
C-615-B	Final Settling Tank/Catch Basin	38	Operating	8/24/1987	Yes
C-615-C	Sewage Plant Monitoring Building	38	Operating	8/24/1987	Yes
C-615-D	Digester	38	Operating	8/24/1987	Yes
C-615-E	Trickling Filter	38	Operating	8/24/1987	Yes
C-615-F	Dry Bed for Trickling Filter	38	Operating	8/24/1987	Yes
Process Laboratory and Maintenance Facilities					
C-709	Plant Laboratory Annex	--	Operating	No	Pending SE
C-710	Technical Services Building/Lab	--	Operating	No	Pending SE
C-720	Maintenance and Storage Building	--	Operating	No	Pending SE
C-720-A	Compressor Shop Addition	--	Standby	No	Pending SE
C-720-B	Machine Shop Addition	--	Standby	No	Pending SE
C-720-C	Converter Shop Addition	--	Operating	No	Pending SE
C-720-C1	Paint Shop	--	Operating	No	Pending SE
C-720-E	Change House Addition	--	Operating	No	Pending SE
C-720-K	Instrument Shop Addition	--	Operating	No	Pending SE
C-724-A	Carpenter Shop Annex	--	Operating	No	Pending SE
C-724-B	Carpenter Shop	--	Operating	3/18/2021	No
C-724-C	Paint Shop	178	Operating	1/25/1993; 3/18/2021	No
C-725	Paint Shop	--	Operating	7/13/2021	No ³⁰
C-726	Sandblast Building	172	Shutdown	10/29/1992; under development	Re-evaluating SE
C-728	Motor Cleaning Facility	33	Standby	6/2/2015; under development	Re-evaluating SE
Gaseous Diffusion Plant Support Facilities					
C-350	Drying Agent Storage Building	--	Deactivating	2/18/2021	No
C-360	Toll Transfer and Sampling Building	572	Shutdown	6/2/2021	Yes
C-360-A	Toll Transfer and Sampling Building Annex	--	Operating	No	Pending SE
C-606	Coal Crusher Building	--	Shutdown	3/18/2021	Yes
C-620	Air Compressor Room	--	Standby	No	Pending SE
C-729	Acetylene Building	--	Shutdown	2/18/2021	No
C-744	Material Handling Building	--	Operating	2/18/2021	No
C-750	Garage	573	Operating	8/4/2021	No

AOC = area of concern

D&D = Decontamination and Decommissioning

CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act

NTCRA = non-time-critical removal action

SE = site evaluation

SWMU = solid waste management unit

Operating—Facility is currently in use supporting U.S. Department of Energy mission activities.

Standby—Facility is currently not in use but may be utilized to support future U.S. Department of Energy mission activities.

Shutdown—Facility is not being maintained for future use and is awaiting disposition (excess property determination is pending).

Deactivating—Interim process where stabilization and deactivation activities have been initiated and are ongoing.

²⁹ This facility will no longer be used for pumping water; however, it may be used by Fire Services in an emergency situation to fill the C-631 Basin.

³⁰ SE requires investigation of slab and underlying soils, prior to AOC/SWMU determination. Timing of the SE will be incorporated into baseline and will be conducted as part of the GA.

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APPENDIX C

Current Year Timetables and Deadlines

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**Paducah Federal Facility Agreement
Appendix C
FY 2024 Enforceable Timetables and Deadlines**

<u>Subproject</u>	<u>Deliverable</u>	<u>Submittal Date</u>
FFA	FFA Semiannual Progress Report ¹ Second Half of Fiscal Year 2023	10/30/2023
FFA	FFA Semiannual Progress Report ¹ First Half of Fiscal Year 2024	4/30/2024
FFA	D1 FY 2024 Site Management Plan	11/15/2023
Groundwater Operable Unit (GWOU)/Dissolved-Phase Plumes	Northwest Plume Technical Memorandum or Explanation of Significant Differences	1/29/2024
GWOU/Dissolved-Phase Plumes	D1 Remedial Action Work Plan (RAWP) or Addendum to the RAWP for NW Plume Interim Remedial Action Optimization	6/2/2024
C-400 Complex Operable Unit (OU)/C-400 Final Remedial Action	C-400 Complex OU Work Plan Addendum	3/22/2024

¹ Denotes Secondary Document

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APPENDIX D

Document Outlines

RI/FS SCOPING DOCUMENT

1. A summary of how the RI/FS is to be conducted in a manner consistent with §300.430(a) and (b) of the NCP.
2. A summary of the following information:
 - 2.1 Existing data pertaining to the characteristics of the release or potential release.
 - 2.1.1 Previous investigations
 - 2.1.2 Historical records
 - 2.2 Conceptual model of release
 - 2.2.1 Identify potential release and exposure pathways
 - 2.2.2 Identify potential contaminants of concern
 - 2.3 Identify likely response scenarios, potentially applicable and applicability of presumptive remedies and innovative technologies
 - 2.4 Identify need for limited data collection efforts to assist RI/FS scoping
 - 2.5 Identify the type, quality, and quantity (i.e., DQOs) of the data to be collected during the RI/FS
 - 2.6 Initiate the identification of potential federal and state ARARs and, as appropriate, other criteria, advisories, or guidance to be considered
3. Applicability of streamlined response actions:
 - 3.1 Removals
 - 3.2 Early remedial actions
 - 3.2.1 Interim remedial actions
 - 3.2.2 Final remedial actions

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

**INTEGRATED RI/FS, RFI, AND CORRECTIVE MEASURES STUDY (CMS) WORK PLAN
BASED UPON OUTLINE FROM THE
RFI WORK PLAN FOR WAG 13**

Executive Summary

1. Introduction
 - 1.1 Project Scope
 - 1.2 Project Objectives and Goals
 - 1.3 Project DQOs
 - 1.4 Observational Approach

2. Project Organization and Management Plan
 - 2.1 Organization, Responsibilities, and Staffing
 - 2.2 Project Coordination
 - 2.3 PGDP Tasks and Implementation Plan
 - 2.4 Project Schedule
 - 2.5 RFI Work Plan Activities
 - 2.6 Field Preparation Activities
 - 2.7 Field Support Facility

3. Regulatory Setting
 - 3.1 ACO
 - 3.2 Environmental Programs
 - 3.3 RCRA
 - 3.4 CERCLA/NPL
 - 3.5 NEPA
 - 3.6 Investigative Overview

4. Environmental Setting/Site Characterization
 - 4.1 Location
 - 4.2 Demography and Land Use
 - 4.3 General History
 - 4.4 Regional Geologic Setting
 - 4.5 Geology of PGDP
 - 4.6 Hydrogeology
 - 4.7 Surface Water Hydrology
 - 4.8 Ecological Setting
 - 4.9 Climatology

5. Characterization of Site/Previous Analytical Data
 - 5.1 Area 1
 - 5.2 Area 2
 - 5.3 Area 3

6. Initial Evaluation
 - 6.1 Risk Assessment
 - 6.1.1 Data Evaluation
 - 6.1.2 Exposure Assessment
 - 6.1.3 Toxicity Assessment
 - 6.1.4 Risk Characterization
 - 6.1.5 Preliminary Remediation Goals (RAGS Vol. 1, Part B)
 - 6.1.6 Evaluation of Uncertainties
 - 6.1.7 Ecological Assessment Methods
 - 6.2 Preliminary Data Evaluation
 - 6.2.1 Characterization and Inventory of Wastes
 - 6.2.2 Information Status of Key Assessment Factors
 - 6.2.3 Release Potential from Contaminant Sources
 - 6.3 Sampling Strategy
7. Treatability Studies
 - 7.1 Identification of Treatability Studies Needed
 - 7.2 Description of Study to be Performed
 - 7.3 Additional Site Data Needed for Study or Evaluation
 - 7.4 Schedule for Submission of Treatability Study Work Plan (Section 2 also)
8. Alternatives Development
 - 8.1 Description of the General Approach to Investigating and Evaluating Potential Remedies
 - 8.2 Overall Objectives of the Study
 - 8.3 Preliminary Identification of General Response Actions and Remedial Technologies
 - 8.4 Remedial Alternatives Development Screening
 - 8.5 Detailed Analysis of Remedial Alternatives
 - 8.6 Format for FS/CMS Report (Appendix Document Outlines)
 - 8.7 Schedule/Timing for Conducting the Study (Section 2 also)
9. Field Sampling Plan
 - 9.1 Sampling Media and Methods
 - 9.2 Sample Analysis
 - 9.3 Site-Specific Sampling Plans
 - 9.4 Sampling Procedures
 - 9.5 Documentation
 - 9.6 Sample Location Survey
10. Health and Safety Plan*
11. Quality Assurance Project Plan*
12. Data Base Management Plan*

13. Waste Management Plan*
 - 13.1 Types of Investigation Derived Waste
 - 13.2 Waste Management Tracking Responsibilities
 - 13.3 Investigation Derived Waste Request for Disposal, Storage, and Labelling
 - 13.4 Transportation and Storage of Investigation Derived Waste
 - 13.5 Screening of Analytical Samples
 - 13.6 Investigation Derived Waste Characterization Sampling and Analysis
 - 13.7 Sample Residuals and Miscellaneous Waste Management
 - 13.8 Effect of Land Disposal Restrictions
14. Community Relations Plan*
15. References

Appendices

- A. ARARs
- B. Statistical Evaluation Methods
- C. Miscellaneous Forms
- D. Document Outlines

*Programmatic plans will be submitted, rather than included, in each project work plan.

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

INTEGRATED RFI/RI REPORT**Executive Summary**

1. Introduction
 - 1.1 Purpose of Report
 - 1.2 Site Background
 - 1.2.1 Site Description
 - 1.2.2 Site History
 - 1.2.3 Previous Investigations
 - 1.3 Report Organization
2. Study Area Investigation
 - 2.1 Includes all field activities associated with site characterization. These may include physical and chemical monitoring of some of the following:
 - 2.1.1 Surface Features
 - 2.1.2 Contaminant Source Investigations
 - 2.1.3 Meteorological Investigations
 - 2.1.4 Surface Water and Sediment Investigations
 - 2.1.5 Geological Investigations
 - 2.1.6 Soil and Vadose Zone Investigations
 - 2.1.7 Groundwater Investigations
 - 2.1.8 Human Population Surveys
 - 2.1.9 Ecological Investigations
 - 2.2 If technical memoranda documenting field activities were prepared, they may be included in an appendix and summarized in this report section.
3. Physical Characteristics of the Study Area
 - 3.1 Includes results of the field activities to determine physical characteristics. These may include some of the following:
 - 3.1.1 Surface Features
 - 3.1.2 Meteorology
 - 3.1.3 Surface Water Hydrology
 - 3.1.4 Geology
 - 3.1.5 Soils
 - 3.1.6 Hydrogeology
 - 3.1.7 Demography and Land Use
 - 3.1.8 Ecology
4. Nature and Extent of Contamination
 - 4.1 Presents the results of site characterization, both natural chemical components and contaminants of the following media:
 - 4.1.1 Sources (Lagoons, Sludges, Tanks, etc.)
 - 4.1.2 Soils and Vadose Zone
 - 4.1.3 Groundwater
 - 4.1.4 Surface Water and Sediments
 - 4.1.5 Air

5. Fate and Transport
 - 5.1 Potential Routes of Migration (i.e., Air, Groundwater, etc.)
 - 5.2 Contaminant Persistence
 - 5.2.1 Describe estimated persistence in the study area environment and physical, chemical, and/or biological factors of importance for the media of interest.
 - 5.3 Contaminant Migration
 - 5.3.1 Describe factors affecting contaminant migration for the media of importance (e.g., sorption onto soils, solubility in water, movement of groundwater, etc.).
 - 5.3.2 Describe modeling methods and results, if applicable.

6. BRA
 - 6.1 Human Health Evaluation
 - 6.1.1 Exposure Assessment
 - 6.1.2 Toxicity Assessment
 - 6.1.3 Risk Characterization
 - 6.2 Environmental Evaluation

7. Summary and Conclusions
 - 7.1 Summary
 - 7.1.1 Nature and Extent of Contamination
 - 7.1.2 Fate and Transport
 - 7.1.3 Risk Assessment
 - 7.2 Conclusions
 - 7.2.1 Data Limitations and Recommendations for Future Work
 - 7.2.2 Recommended RA Objectives

Appendices

- A Technical Memoranda on Field Activities
- B Analytical Data and QA/QC Evaluation Results
- C Risk Assessment Methods

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

INTEGRATED FS/CMS REPORT

Executive Summary

1. Introduction
 - 1.1 Purpose and Organization of Report
 - 1.2 Background Information (Summarized from RI/RFI Report)
 - 1.2.1 Site Description
 - 1.2.2 Site History
 - 1.2.3 Nature and Extent of Contamination
 - 1.2.4 Contaminant Fate and Transport
 - 1.2.5 BRA
2. Identification and Screening of Technologies
 - 2.1 Introduction
 - 2.2 RA Objectives -
Presents the development of RA objectives for each medium of interest. For each medium, the following should be discussed:
 - 2.2.1 Contaminants of Interest
 - 2.2.2 Allowable Exposure Based upon Risk Assessment (including ARARs)
 - 2.2.3 Development of Remediation Goals
 - 2.3 General Response Actions -
For each medium of interest, describe the estimation of areas or volumes to which treatment, containment, or exposure technologies may be applied.
 - 2.4 Identification and Screening of Technology Types and Process Options -
For each medium of interest, describe:
 - 2.4.1 Identification and Screening of Technologies
 - 2.4.2 Evaluation of Technologies and Selection of Representative Technologies
3. Development and Screening of Alternatives
 - 3.1 Development of Alternatives -
Describes rationale for combination of technologies/media into alternatives.
 - 3.2 Screening of Alternatives (if conducted)
 - 3.2.1 Introduction
 - 3.2.2 Alternative 1
 - 3.2.2.1 Description
 - 3.2.2.2 Evaluation
 - 3.2.3 Alternative 2 (etc.)
 - 3.2.4 Alternative 3 (etc.)
4. Detailed Analysis of Alternatives
 - 4.1 Introduction
 - 4.2 Individual Analysis of Alternatives
 - 4.2.1 Alternative 1
 - 4.2.1.1 Description
 - 4.2.1.2 Assessment

- 4.2.2 Alternative 2 (etc.)
- 4.2.3 Alternative 3 (etc.)
- 4.3 Comparative Analysis

Bibliography
Appendices

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

PROPOSED PLAN/STATEMENT OF BASIS

1. Introduction
 - 1.1 Purpose
 - 1.2 Site Name and Location
 - 1.3 Lead and Support Agencies
 - 1.4 Objectives of the Proposed Plan
2. Site Background
 - 2.1 History of Site Activities that Led to Current Problems at the Site
 - 2.2 The Site Area or Media to be Addressed by the Selected Remedy
3. Scope and Role of the OU or Response Action
 - 3.1 Identify the principal threats posed by conditions at the site.
 - 3.2 Describe the scope of the problems addressed by the preferred alternative and its role within the overall site cleanup strategy.
4. Summary of Site Risks
 - 4.1 Provide a brief overview of the BRA, including the contaminated media, contaminants of concern, exposure pathways and populations, and potential or actual risks.
 - 4.2 Describe how current risks compare with remediation goals.
 - 4.3 Discuss environmental risks.
5. Summary of Alternatives
 - 5.1 Briefly describe each of the alternatives evaluated in the detailed analysis of the FS.
6. Evaluation of Alternatives and the Preferred Alternative
 - 6.1 Identify the preferred alternative.
 - 6.2 Introduce the nine evaluation criteria.
 - 6.3 Summarize the expected performance of the preferred alternative.
 - 6.4 Conformance of preferred alternative to statutory findings and preference for treatment
 - 6.5 Preliminary identification of preferred alternative design criteria and considerations
 - 6.5.1 Special technical problems
 - 6.5.2 Additional engineering/characterization data required
 - 6.5.3 Permits and regulatory requirement
 - 6.5.4 Access, easements, right of way
 - 6.5.5 Environmental impacts
 - 6.5.6 Health and safety requirements
 - 6.6 Time frame for design and implementation of preferred alternative
 - 6.7 General Operation and Maintenance and long-term monitoring requirements of preferred alternative
7. Community Participation
 - 7.1 Public Comment Period
 - 7.2 Public Meetings
 - 7.3 Contact Personnel
 - 7.4 Administrative Record Availability

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

RECORD OF DECISION

1. Declaration
 - Site Name and Location
 - Statement of Basis and Purpose
 - Assessment of the Site
 - Description of the Selected Remedy
 - Statutory Determinations
 - Signature and Support Agency Acceptance of the Remedy

2. Decision Summary
 - 2.1 Site Name and Location
 - 2.2 Site History and Enforcement Activities
 - 2.3 Highlights of Community Participation
 - 2.4 Scope and Role of OU
 - 2.5 Site Characteristics
 - 2.6 Summary of Site Risks
 - 2.8 Description of Alternatives
 - 2.9 Summary of Comparative Analysis of Alternatives
 - 2.10 Selected Remedy
 - 2.11 Statutory Determinations
 - 2.12 Documentation of Significant Changes
 - 2.13 Discussion of any hazardous substances, contaminants or pollutants left on-site and need for Five-Year Review of remedial action

3. Responsiveness Summary
 - 3.1 Community Preferences
 - 3.2 Integration of Comments

4. Remedial Design Schedule With Summary (intended to satisfy Remedial Design Work Plan)
 - 4.1 Purpose
 - 4.2 Implementation of Remedial Design Schedule
 - 4.3 30 Percent Scoping Meeting, 60 Percent Progress Meeting, and 90 Percent Design Report

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

**REMEDIAL DESIGN REPORT
(90 PERCENT DESIGN)**

Based upon 90 percent design:

1. Brief Summary of Action
2. Description of Key Design Features
3. Schedule for Remedial Construction
 - 3.1 Purpose
 - 3.2 Implementation Schedule (intended to satisfy Remedial Action Work Plan)

Appendix

90 Percent Design Drawings

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

POSTCONSTRUCTION REPORT

1. Brief description of how outstanding items noted in the Prefinal Inspection were resolved;
2. Explanation of modifications made during the RA to the original Remedial Design and RA Work Plans, and why these changes were made;
3. As-built and record drawings;
4. Synopsis of the construction work defined in this Agreement and certification that the construction work has been completed; and
5. Capital Cost Estimate.

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

OPERATION AND MAINTENANCE PLAN

1. Equipment start-up and operator training:
 - 1.1 Technical specifications governing treatment systems;
 - 1.2 Requirements for providing appropriate service visits by experienced personnel to supervise the installation, adjustment, start-up, and operation of the systems; and
 - 1.3 Schedule for training personnel regarding appropriate operational procedures once start-up has been successfully completed.
2. Description of normal O&M:
 - 2.1 Description of tasks required for system operation;
 - 2.2 Description of tasks required for system maintenance;
 - 2.3 Description of prescribed treatment or operating conditions; and
 - 2.4 Schedule showing the required frequency for each O&M task.
3. Description of potential operating problems:
 - 3.1 Description and analysis of potential operating problems;
 - 3.2 Sources or information regarding problems; and
 - 3.3 Common remedies or anticipated corrective actions.
4. Description of routine monitoring and laboratory testing:
 - 4.1 Description of monitoring tasks;
 - 4.2 Description of required laboratory tests and their interpretation;
 - 4.3 Required QA/QC; and
 - 4.4 Schedule of monitoring frequency and date, if appropriate, when monitoring may cease.
5. Description of alternate O&M:
 - 5.1 Should system fail, alternate procedures to prevent undue hazard; and
 - 5.2 Analysis of vulnerability and additional resource requirements should a failure occur.
6. Safety Plan:
 - 6.1 Description of precautions to be taken and required health and safety equipment, etc., for site personnel protection; and
 - 6.2 Safety tasks required in the event of systems failure.
7. Description of equipment:
 - 7.1 Equipment identification
 - 7.2 Installation of monitoring components
 - 7.3 Maintenance of site equipment
 - 7.4 Replacement schedule for equipment and installation components
8. Records and reporting:
 - 8.1 Daily operating logs,
 - 8.2 Laboratory records,
 - 8.3 Records of operating cost,
 - 8.4 Mechanism for reporting emergencies,

- 8.5 Personnel and maintenance records, and
- 8.6 Monthly reports to state/federal agencies (satisfied by the FFA Quarterly Reports).

9. Projected O&M Costs

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

FINAL REMEDIAL ACTION REPORT*

1. Introduction
 - 1.1 General description of site
 - 1.1.1 Location
 - 1.1.2 Description
 - 1.1.3 History
 - 1.2 General Description of Remedy
 - 1.2.1 Components of remedy
 - 1.2.2 Contaminants dealt with
2. Chronology of Events
3. Performance Standards and Construction Quality Control
 - 3.1 Standards
 - 3.2 Results of field sampling
 - 3.3 Location and frequency of tests
 - 3.4 Basis for determination that standards were met
4. Construction Activities
 - 4.1 Narrative description
 - 4.2 Tabular summaries
 - 4.2.1 Quantities excavated
 - 4.2.2 Cleanup levels achieved
 - 4.2.3 Material and equipment used
 - 4.3 Names and roles of major design and remedial action contractors
 - 4.4 Participation by other federal agencies
 - 4.5 Lessons learned
 - 4.5.1 Problems encountered
 - 4.5.2 Options considered
 - 4.5.3 Process used to select solutions
 - 4.5.4 Causes of delays
 - 4.5.5 Innovative solution
 - 4.5.6 Time- or cost-saving measures
5. Final Inspection
 - 5.1 List of inspection Attendees
 - 5.2 Deficiencies found
 - 5.3 Resolution of deficiencies
6. Certification That Remedy is Operational and Functional
 - 6.1 SOW was performed within desired specifications
 - 6.2 Affirmation that performance standards have been met
 - 6.3 Basis for determination

7. Operation and Maintenance
 - 7.1 Highlights of operation and maintenance plan
 - 7.2 Potential problems or concerns

8. Summary of Project Costs
 - 8.1 Final costs
 - 8.2 Comparison of final costs to original estimate
 - 8.3 Need for and cost of modifications
 - 8.4 Summary of regulatory agency oversight costs

*The Final Remedial Action Report shall be submitted after the O&M Period for each OU.

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

FINAL SITE REMEDIATION REPORT*

The Final Site Remediation Report shall include the following:

1. Synopsis of the work defined in this Agreement and a demonstration that the performance standards have been attained;
2. Certification that the RA has been completed in full satisfaction of the requirements of this Agreement; and
3. A description of how DOE will operate and maintain the RA.

*The Final Site Remediation Report shall be the Site Delisting Report.

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

SECONDARY DOCUMENT OUTLINES

PRELIMINARY CHARACTERIZATION SUMMARY REPORT

EXECUTIVE SUMMARY

1. Introduction
 - 1.1 Background
 - 1.2 RFI Process
 - 1.3 PCSR Organization

 2. Screening and Evaluation Methods
 - 2.1 Introduction
 - 2.2 Evaluation Methods
 - 2.3 Background Reference Values
 - 2.4 Risk-Based Screening Values (PRGs)
 - 2.4.1 Site-Specific Exposure Scenarios
 - 2.4.2 Target Risk Levels
 - 2.4.3 Toxicity Values
 - 2.5 Certainty Analysis

 3. PRG/Background Screening Results
 - 3.1 WAG 1
 - 3.1.1 SWMU 1
 - 3.1.2 SWMU 2
 - 3.1.3 SWMU 3
 - 3.2 WAG 2
 - 3.2.1 SWMU 4
 - 3.2.2 SWMU 5

 4. SWMU Summary and Recommendations

 5. References
- Appendix A: Figures
Appendix B: Tables
Appendix C: Preliminary Remediation Goal Calculations
Appendix D: Statistical Evaluation Method for Chemical Sample Results
From the Paducah Site
Appendix E: Laboratory Data Qualifier Definitions

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

**INTEGRATED QUARTERLY REPORTS
COMPILED FROM THE EPA HSWA PERMIT, DRAFT FFA**

- I. Work performed during previous quarter (include summaries of findings and any deviations from the Work Plan):**

- II. Schedules of activities to be taken during upcoming quarter (including projected work/crucial phases of construction):**

- III. Identity and assigned tasks of DOE Contractors for work to be performed for this project:**

- IV. Statement of the manner and extent to which the requirements and time schedules are being met:**

- V. Primary/Secondary Document Tracking System:**
 - A) Documents under review and or preparation for the previous quarter:**

 - B) Due dates for completion of review/modification tasks:**

- VI. Anticipated problems/delays (provide summary of problems, schedule, reason for delay, and actions taken to prevent or mitigate delay):**

- VII. Summary of all contacts with local community, public interest groups, or state government:**

- VIII. Changes in relevant personnel:**

- IX. Actual Cost for Operation & Maintenance, if appropriate:**

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

**PRELIMINARY ASSESSMENT/SITE INSPECTION REPORT
AND SWMU ASSESSMENT REPORT**

UNIT NUMBER:

UNIT NAME:

DATE:

REGULATORY STATUS:

LOCATION:

APPROXIMATE DIMENSION:

FUNCTION:

BRIEF HISTORY:

OPERATIONAL STATUS:

DATES OPERATED:

SITE/PROCESS DESCRIPTION:

WASTE DESCRIPTION:

WASTE QUANTITY:

SUMMARY OF ENVIRONMENTAL SAMPLING DATA:

DESCRIPTION OF RELEASE AND MEDIA AFFECTED:

DESCRIPTION OF RELEASE AND MEDIA AFFECTED:

GROUNDWATER:

SURFACE WATER:

SOIL:

ECOLOGY AFFECTED (i.e., endangered/threatened species)

DOCUMENTATION OF NO RELEASE:

IMPACT ON OR BY OTHER SWMU/AOC:

PRG COMPARISON:

RFI NECESSARY:

NOTE: Elements included in this outline shall be considered and incorporated, as appropriate, when developing the above-referenced document.

APPENDIX E

Prior Work

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**Environmental Restoration Program
Prior Work by Project**

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WAG 27 NORTHWEST PLUME SOURCES

Description	Due Date	Submitted	Approved
RI/FS Scoping Document - WAG 27	07/03/96	07/18/96	Serves as precursor to the Data Quality Objectives (DQO) session scheduled for July 29-30, 1996.

ADMINISTRATIVE CONSENT ORDER (ACO)

Description	Due Date	Submitted	Approved
Administrative Consent Order (ACO)			Effective date of 11/23/88.

GROUNDWATER NORTHWEST IRA1

Description	Due Date	Submitted	Approved
D1 Phase I Site Investigation Work Plan	01/22/89	01/20/89	EPA KY 4/10/89 03/30/89 Conditional
D1 Phase I Site Investigation Report	12/21/90	12/20/90	Approved 1991
D1 Phase II Site Investigation Work Plan		07/17/90	EPA KY 12/04/90 12/04/90
D1 Phase II Site Investigation Report	10/28/91	10/25/91	EPA required no further revisions; however, the Final Report would not be approved until a complete schedule for implementation of post-Phase II activities is approved.
D1 Phase II Public Health and Ecological Assessment	12/29/91	12/19/91	Review comments to be addressed in post-Phase II documents submitted in accordance with approved schedules. Draft report not required to be finalized but to support the final documents developed in accordance with the ACO/Site Management Plan.
D1 Phase II Preliminary Alternatives Evaluation	12/29/91	12/19/91	Review comments to be addressed in post-Phase II documents submitted in accordance with approved schedules.
D1 ICM Work Plan - Northwest Plume IRA1	05/22/92	05/21/92	EPA KY 07/26/93 07/26/93
D1 FS/PP - Northwest Plume IRA1	03/08/93	03/03/93	Received EPA concurrence on 04/15/93.

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D1 IROD - Northwest Plume IRA1	05/03/93	04/22/93	Signature Dates: DOE 07/16/93 EPA 07/22/93 KY concurred 08/13/93	
D1 RD Work Plan - Northwest Plume IRA1	05/10/93	05/10/93	EPA 09/01/93	KY 09/01/93
D1 Remedial Design Report - Northwest Plume IRA1	10/30/93	10/27/93	EPA 02/14/94	KY 03/15/94
D1 Remedial Action Work Plan - Northwest Plume IRA1	11/05/93	11/05/93	EPA 03/28/94	KY 03/28/94
D1 Northwest Plume Groundwater Screening Risk Assessment	12/20/93	12/17/93	Comments will be addressed as part of the Risk Assessment Strategy included in the SMP.	
D1 Treatability Study Work Plan (Iron Filings) - Northwest Plume IRA1	08/01/94	07/29/94	EPA 04/19/95	KY
D1 O&M Plan - Northwest Plume IRA1	05/31/94	05/27/94	EPA 03/06/96	KY 12/08/95
D1 Remedial Action Report (Postconstruction Report) - Northwest Plume IRA1	08/06/95	08/05/95	EPA 09/28/95	KY 09/11/95

GROUNDWATER NORTHWEST IRA 2

Description	Due Date	Submitted	Approved
D1 Focused Feasibility Study - Northwest Plume Source Containment	01/28/94	01/19/94	Agreements made to further delay action on the Northwest Plume
D1 Proposed Plan - Northwest Plume Source Containment	09/09/94	09/07/94	Received letter on 12/02/94 disapproving the report based on agreements made to delay further action on the Northwest Plume.
D1 Record of Decision - Northwest Plume IRA-2	04/04/95		On hold based on EPA/KY negotiations.

GROUNDWATER NORTHWEST FRA

Description	Due Date	Submitted	Approved
D1 Feasibility Study Work Plan - Dissolved Phase Northwest Plume	04/28/94	04/26/94	EPA 03/14/95 KY Response
D1 RI Report (Baseline RA) - Dissolved Phase Risk Assessment	08/01/94	07/29/94	On hold based on EPA/Ky negotiations

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GROUNDWATER NORTHEAST IRA

Description	Due Date	Submitted	Approved
D1 ICM Work Plan - Northeast Plume	10/05/93	10/04/93	EPA KY 03/07/94 02/18/94
D1 Field Sampling Plan - Northeast Plume	01/13/94	01/12/94	EPA KY 03/07/94 03/14/94
D1 Preliminary Characterization Summary Report - Northeast Plume	02/07/95	02/06/95	EPA KY 05/01/95 11/06/95
D1 Technical Memorandum for Northeast Plume	02/02/95	01/31/95	EPA KY 03/09/95 04/07/96
D1 Proposed Plan for Northeast Plume	02/02/95	01/31/95	EPA KY 03/09/95 03/10/95
D1 ROD - Northeast Plume	05/24/95	05/23/95	Signature Dates: DOE 06/06/95 EPA 06/15/95 KY concurrence by permit modification 06/26/95
95% Design Package for construction of pipeline from extraction wells to security fence - Northeast Plume	07/26/96	07/22/96	This is in place of the CFC that was due on 07/02/96 that was changed due to changes in design.
90% Design Document for construction of pipelines from extraction wells to security fence - Northeast Plume	06/04/96	06/11/96	Dates and structure have been changed per ROC dated 12/28/95 from DOE to EPA and KY which outlines such agreements
30% Design Document for construction of pipelines from cooling towers to security fence - Northeast Plume	03/12/96	02/27/96	Dates and structure have been changed per ROC dated 12/28/95 from DOE to EPA and KY which outlines such agreements.
Certified for Construction (CFC) for construction of pipelines from cooling towers to security fence - Northeast Plume	06/04/96	06/03/96	Pursuant to letter from DOE to EPA/KY dated 02/27/96.
90% Design Document for construction of pipelines from cooling towers to security fence - Northeast Plume	04/16/96	04/05/96	Dates and structure have been changed per ROC dated 12/28/95 from DOE to EPA and KY which outlines such agreements.
30% Design for extraction well field complete - Northeast Plume	01/04/96	12/28/95	Dates and structure have been changed per ROC dated 12/28/95 from DOE to EPA and KY which outlines such an agreement.

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30% Design Document for construction of pipelines from extraction wells to security fence - Northeast Plume

04/30/96 04/22/96

Dates and structure have been changed per ROC dated 12/28/95 from DOE to EPA and KY which outlines such an agreement.

GROUNDWATER GENERAL

Description	Due Date	Submitted	Approved
D1 Water Policy EE/CA	05/19/93	05/17/93	EPA KY 08/13/93 08/25/93
D1 Groundwater Strategy Document	06/30/93	06/28/93	This document will be an appendix to the SMP.
D1 Action Memorandum - Water Policy	10/26/93	10/22/93	EPA KY 09/02/95 09/25/95
D1 Postconstruction Report for Water Policy Implementation	07/30/95	07/27/95	EPA KY 08/25/95 10/31/95

SURFACE WATER

Description	Due Date	Submitted	Approved
D1 ICM Work Plan for Institutional Controls	05/21/92	05/21/92	EPA KY 10/13/92 10/13/92 Conditional
D1 Surface Water Strategy Document	04/30/93	04/27/93	Document will be included as an appendix to the Site Management Plan
D1 O&M Plan for Institutional Controls	08/15/93	10/04/93	EPA KY 11/05/93 11/08/93
D1 ICM Report for Institutional Controls	10/13/93	10/12/93	EPA KY 11/05/93 11/08/93

WAG 22

Description	Due Date	Submitted	Approved
D1 RI Addendum - WAG 22 Burial Grounds	06/23/93	06/22/93	EPA KY 10/25/94 01/17/95
D1 Feasibility Study - SWMUs 2 and 3 of WAG 22 Burial Grounds	10/12/94	10/11/94	EPA KY 04/12/95 05/26/95
D1 Proposed Plan - SWMUs 2 and 3 of WAG 22 Burial Grounds	03/24/95	03/21/95	EPA KY 05/26/95 08/31/95

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D1 Record of Decision - SWMUs 2 and 3 of WAG 22 Burial Grounds	07/30/95	07/28/95	Signature Dates: EPA 08/22/95 DOE 08/16/95 KY concurrence 08/31/95	
D1 Field Sampling Plan - SWMUs 7 and 30 of WAG 22 Burial Grounds	03/31/95	03/29/95	The Field Sampling Plan, combined with the CERCLA ACO Phase I and Phase II Work Plans, constitutes the RI/FS Work Plan (RFI/CMS Work Plan).	
D1 Sampling Plan - SWMUs 2 and 3 of WAG 22 Burial Grounds	09/01/95	08/31/95	EPA	KY 06/17/96
Addendum to D1 Field Sampling Plan - SWMUs 7 and 30 of WAG 22 Burial Grounds. Required in 05/04/95 Data Quality Objectives meeting.	06/02/95	06/02/95	EPA	KY 07/11/95 07/21/95

WAG 23

Description	Due Date	Submitted	Approved	
D1 Proposed Plan - WAG 23	04/29/96	04/15/96	Originally scheduled for 04/29/96 but pushed forward to 04/14/96. Due to some problems with certification, pushed back to original date of 04/29/96.	
D1 RI Addendum - WAG 23 PCB Spill Sites	07/23/93	07/22/93	EPA	KY 01/26/95 02/16/95
D1 Treatability Study Program Plan - WAG 23	03/26/94	03/24/94	EPA	KY 01/12/95
D1 Treatability Study Report - WAG 23	09/29/95	09/27/95	In review (extension requested and approved by EPA and KY on 08/10/95 and 08/08/95, respectively.)	
D1 Feasibility Study Report - WAG 23	01/25/96	01/23/96	EPA	KY 06/10/96 05/09/96

WAG 11

Description	Due Date	Submitted	Approved	
D1 RFI Work Plan - WAGs 5 and 11	06/14/92	06/01/92	Resubmission moved to outyear pursuant to WAG restructuring included in Mod #10 to the RCRA Permit.	

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WAGS 1 AND 7

Description	Due Date	Submitted	Approved
D1 ICM Work Plan - C-746-K	08/10/92	08/14/92	EPA KY 03/02/93 03/02/93
D1 RFI Work Plan - WAGs 1 and 7	09/12/92	09/11/92	EPA KY 09/28/93 09/28/93
D1 Feasibility Study Work Plan (CMS Work Plan) - WAGs 1 and 7	01/28/95	01/25/95	EPA KY 03/08/95 03/06/95 RI Report submitted 09/11/95
D1 Preliminary Characterization Summary Report and FSP Addendum- WAGs 1 and 7	01/28/95	01/25/95	
D1 RFI Report - WAGs 1 and 7	11/01/95	10/30/95	EPA KY 06/10/96 06/03/96 Also includes the RFI Report for KOW SMWUs 94, 95, and 157.
D1 Feasibility Study Report - WAGs 1 and 7	12/14/95	12/14/95	EPA KY 06/10/96 06/03/96 w/comments
D1 Proposed Plan - WAGs 1 and 7	05/20/96	05/16/96	EPA KY 06/03/96

WAG 3

Description	Due Date	Submitted	Approved
D1 RFI Work Plan - WAGs 2, 3, and 14	04/10/93	04/07/93	Resubmission moved to 11/15/97 pursuant to WAG restructuring in Mod #10 to RCRA Permit.

WAG 13

Description	Due Date	Submitted	Approved
D1 RFI Work Plan - WAG 13	07/09/93	07/07/93	Resubmission moved to outyear pursuant to WAG restructuring in Mod #10 to RCRA Permit.

WAG 17

Description	Due Date	Submitted	Approved
D1 RFI Work Plan - WAG 17	01/30/94	01/28/94	EPA KY 01/12/95 08/02/95

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D1 CMS Work Plan - WAG 17	06/06/94	06/03/94	EPA 03/09/95	KY 01/17/95
Addendum II to WAG 17 RFI Work Plan	06/26/95	06/26/95	EPA 07/12/95	KY 08/02/95
Modification to WAG 17 RFI Work Plan	03/13/95	03/13/95	EPA 04/03/95	KY 04/03/95
Additional information requested in addition to Addendum II to WAG 17 RFI Work Plan	07/21/95	07/21/95	KY 08/02/95	
D1 Action Memorandum for WAG 17, SWMU 124	06/14/96	06/14/96	EPA 07/08/96	KY 06/25/96
D2 Action Memorandum for WAG 17, AOC 124		07/26/96	The removal action will proceed as scheduled with the notice of completion projected for 09/06/96.	

WAG 6 - C-400

Description	Due Date	Submitted	Approved	
D1 RI/FS Work Plan - WAG 6	07/27/94	07/25/94	In review	
D3 RI/FS Work Plan - WAG 6 - C-400	08/30/96	08/28/96		
Industrial Hydrogeology Study (IHS) Report - WAG 6 - C-400	07/13/96	07/12/96	EPA	KY
D1 Industrial Hydrogeology Utilities Survey - WAG 6 - C-400	09/15/95	09/13/95	EPA 11/2/95	KY 11/03/95

WAG 15

Description	Due Date	Submitted	Approved	
D1 SAP for Site Evaluation at WAG 15		05/28/96	EPA	KY 09/09/96

WAG 24

Description	Due Date	Submitted	Approved	
D1 ICM Work Plan - Containment of Scrapyard Sediment Runoff	02/02/93	02/01/93	EPA 07/23/93	KY 07/23/93
D1 ICM Report (Postconstruction) - Scrapyards	08/04/94	08/02/94	EPA 01/30/95	KY

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D1 O&M Plan - Scrapyards	08/04/94	08/02/94	EPA 01/30/95	KY
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WAG 18

Description	Due Date	Submitted	Approved	
D1 ICM Work Plan - North-South Diversion Ditch	03/26/93	03/24/93	EPA 03/28/94	KY 03/28/94
D1 Proposed Plan - North-South Diversion Ditch	10/04/93	09/10/93	Approved upon signature of ROD.	
Public Notice for Proposed Plan and ICM Work Plan - North-South Diversion Ditch	11/08/93	11/07/93		
Draft Strawman ROD - North-South Diversion Ditch	11/12/93	11/12/93	Signatures DOE 03/15/94 EPA 03/28/94 KY concurred 03/28/94	
ICM Report - North-South Diversion Ditch	11/18/95	11/15/95		
O&M Plan - North-South Diversion Ditch	11/18/95	11/15/95	EPA 01/30/96	KY 02/14/96 w/comments

MISCELLANEOUS DOCUMENTS

Description	Due Date	Submitted	Approved	
D1 Program Site Management Plan	08/23/95	08/22/95		
D2 Program Site Management Plan	07/15/96	07/15/96		
D1 Data Management Plan	03/31/94	03/30/94	In review	
D0 Community Relations Master Plan	02/01/94	01/31/94	As agreed by all Parties, a D1 will be developed once the FFA is signed.	

APPENDIX F

Primary Document Review Periods

PRIMARY DOCUMENT D1 REVIEW/COMMENT/REVISION PERIODS¹

D1 PRIMARY DOCUMENT	ACTIVITY	PERIOD (Days)
Community Relations Plan	EPA/KY Review	90
	DOE Revise	60
RI/FS Work Plan	EPA/KY Review	90
	DOE Revise	60
RI Report	EPA/KY Review	90
	DOE Revise	60
Baseline Risk Assessment	EPA/KY Review	90
	DOE Revise	60
FS Report	EPA/KY Review	90
	DOE Revise	60
Proposed Plan	EPA/KY Review	45
	DOE Revise	30
Removal Notification	EPA/KY Review	30
	DOE Revise	30
RD Work Plan	EPA/KY Review	30
	DOE Revise	15
Final RD Report	EPA/KY Review	30
	DOE Revise	30

¹Pursuant to Section XIV.D. of the FFA, the Draft Primary Review Process does not apply to RODs. Instead, DOE will submit a Draft-Final (D2) ROD to EPA and KNREPC within 30 days of the close of the public comment period. In accordance with Section XX.G.2. of the FFA, this D2 document will be subject to a 30 Day period of review.

DI PRIMARY DOCUMENT	ACTIVITY	PERIOD (Days)
RA Work Plan	EPA/KY Review	30
	DOE Revise	30
Data Management Plan	EPA/KY Review	60
	DOE Revise	30
Final Remediation Report	EPA/KY Review	90
	DOE Revise	60
Site Management Plan	EPA/KY Review	30
	DOE Revise	15
Removal Work Plan	EPA/KY Review	30
	DOE Revise	30
Engineering Evaluation/Cost Analysis	EPA/KY Review	30
	DOE Revise	30
Action Memorandum	EPA/KY Review	30
	DOE Revise	30
Site Evaluation Report	EPA/KY Review	30
	DOE Revise	30
Time-Critical Removal Responsiveness Summary	EPA/KY Review	30
	DOE Revise	30

APPENDIX G

Site Management Plan

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**DOE/LX/07-2495&D1
Primary Document**

**Site Management Plan
Paducah Gaseous Diffusion Plant
Paducah, Kentucky**

Annual Revision—FY 2024



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**DOE/LX/07-2495&D1
Primary Document**

**Site Management Plan
Paducah Gaseous Diffusion Plant
Paducah, Kentucky**

Annual Revision—FY 2024

Date Issued—November 2023

U.S. DEPARTMENT OF ENERGY
Office of Environmental Management

Prepared by
FOUR RIVERS NUCLEAR PARTNERSHIP, LLC,
managing the
Deactivation and Remediation Project at the
Paducah Gaseous Diffusion Plant
under Contract DE-EM0004895

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ACRONYMS

AFFF	aqueous film forming foam
AOC	area of concern
BGOU	Burial Grounds Operable Unit
BRA	baseline risk assessment
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COC	contaminant of concern
CSOU	Comprehensive Site Operable Unit
CY	calendar year
D&D	decontamination and decommissioning
DMP	data management plan
DMSA	DOE material storage area
DNAPL	dense nonaqueous-phase liquid
DOE	U.S. Department of Energy
DUF ₆	depleted uranium hexafluoride
ELCR	excess lifetime cancer risk
EM	environmental management
EPA	U.S. Environmental Protection Agency
ERH	electrical resistance heating
ESD	explanation of significant difference
EW	extraction well
FFA	Federal Facility Agreement
FS	feasibility study
FY	fiscal year
GA	geographical area
GDP	gaseous diffusion plant
GSA	generator staging area
GWOU	Groundwater Operable Unit
HI	hazard index
HSWA	Hazardous and Solid Waste Amendment
HVAC	heating, ventilating, and air conditioning
IRA	interim remedial action
KDEP	Kentucky Department for Environmental Protection
KOW	Kentucky Ordnance Works
KPDES	Kentucky Pollutant Discharge Elimination System
KY	Commonwealth of Kentucky
LUC	land use control
LUCAP	land use control assurance plan
LUCIP	land use control implementation plan
MCL	maximum contaminant level
MOA	memorandum of agreement
NCP	National Contingency Plan
NFA	no further action
NPL	National Priorities List
NSDD	North-South Diversion Ditch
NTCRA	non-time-critical removal action
OSWDF	on-site waste disposal unit
OU	operable unit
PFAS	per- and polyfluoroalkyl substances

PGDP	Paducah Gaseous Diffusion Plant
PTW	principal threat waste
RACR	remedial action completion report
RAO	remedial action objective
RAWP	remedial action work plan
RCRA	Resource Conservation and Recovery Act
RCW	recirculating cooling water
RDSI	remedial design support investigation
RFI	RCRA facility investigation
RGA	Regional Gravel Aquifer
RI	remedial investigation
ROD	Record of Decision
SAA	satellite accumulation area
SAP	sampling and analysis plan
SAR	SWMU assessment report
SE	site evaluation
SMP	Site Management Plan
SWMU	solid waste management unit
SWOU	Surface Water Operable Unit
TS	treatability study
UCRS	Upper Continental Recharge System
UST	underground storage tank
VOC	volatile organic compound
WAG	waste area group
WDA	waste disposal alternative
WKWMA	West Kentucky Wildlife Management Area

1. INTRODUCTION

The Paducah Gaseous Diffusion Plant (PGDP) was placed on the National Priorities List (NPL) on May 31, 1994. In accordance with Section 120 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the U.S. Department of Energy (DOE) entered into a Federal Facility Agreement (FFA) with the U.S. Environmental Protection Agency (EPA) and Kentucky on February 13, 1998. The FFA established one set of consistent requirements for achieving comprehensive site remediation in accordance with the Resource Conservation and Recovery Act and CERCLA, including stakeholder involvement.

Section XVIII of the FFA requires that DOE submit an annual Site Management Plan (SMP), which outlines DOE's strategic approach for achieving cleanup under the FFA, to EPA and the Energy and Environment Cabinet (formerly known as the Kentucky Environmental and Public Protection Cabinet) by November 15th of each year. The FFA states that the purpose of the SMP is to coordinate and document the potential and selected operable units (OUs), including removal actions; to define cleanup priorities; to identify work activities that will serve as the basis for enforceable timetables and deadlines under the agreement; and to establish long-term cleanup goals.

The current strategy includes the following:

- Addition of the C-400 Complex OU with enforceable milestones and planning dates for all the CERCLA activities under the OU, including the out-year enforceable milestone for the C-400 Remedial Action field start; and
- Resequencing of all other projects [e.g., CERCLA Waste Disposal Alternatives, Burial Grounds OU, Soils OU, Dissolved-Phase Plumes OU, Surface Water OU, Comprehensive Site OU (CSOU)].

This annual update of the SMP [fiscal year (FY) 2024 SMP] sets forth enforceable milestones for FY 2024, FY 2025, and FY 2026, with continued emphasis on the C-400 Complex consistent with the Memorandums of Agreement (MOAs) signed in August 2017 and August 2019 and the FY 2018/FY 2019 SMP. A new overall cleanup

strategy for the site was discussed among the FFA parties in late FY 2023. At that time, DOE proposed to integrate and accelerate Paducah cleanup decisions for environmental media, decontamination and decommissioning (D&D), and waste disposition. This approach is consistent with the approach successfully being used at the Portsmouth plant. Due to the earlier shutdown of the Portsmouth Gaseous Diffusion Plant, the Portsmouth plant is roughly 10–15 years ahead of the Paducah cleanup. With this proposal, DOE intends to maintain momentum by taking additional actions to address the high-concentration centroid of the dissolved-phase plume emanating from the C-400 Complex, documented in a post-record of decision (ROD) document, such as a technical memorandum to the post-decision administrative record or an explanation of significant differences (ESD) to the Northwest Plume ROD for interim action. DOE is also proposing sampling to isolate the location of the suspected dense nonaqueous-phase liquid north of the C-400 Complex OU and to aid in the placement of an extraction well to meet the objectives and fundamental design criteria for the northwest dissolved-phase plume ROD. Three decision documents are proposed for submittal in 2029 (or earlier). These decision documents will propose and combine cleanup decisions for multiple environmental media areas (e.g., soils, surface water, groundwater, slabs, lagoons) into a single final decision, establishing final cleanup levels for the entire Paducah Site based on anticipated future use; propose and combine cleanup actions for multiple D&D buildings into a single final decision (incorporating some aspects of deactivation under the FFA/CERCLA process); and make a final waste disposal alternative decision. A final CSOU would consider appropriate actions for outfall ditches, creeks, and associated tributaries and any remaining contamination, after actions determined by the three decision documents are complete. The CSOU evaluation will be conducted, with implementation of additional actions, as needed, to ensure long-term protectiveness of human health and the environment. CERCLA Five-Year Review evaluations are and will continue to be conducted to determine if any modifications to actions are required prior to the CSOU evaluation. The current time frame for the completion of site cleanup is 2065.

Appendix 1 of this SMP contains a summary of the status of all actions taken to date relative to the

signed Records of Decision or Action Memoranda (including both interim and final response actions). This appendix also serves to meet the requirements of Section X.A of the FFA to submit an annual removal action report describing a summary of removal actions performed during the previous FY. More detailed information on the status of each OU is available in the FFA Semiannual Progress Report.

2. LAND USE

The planning assumptions for current land use are depicted in Figure 1, and the reasonably foreseeable future use is depicted in Figure 2. Potential future uses include recreational, industrial, and waste management. Several factors were considered in establishing the land-use assumptions under this cleanup strategy, including current and past land use, stakeholder input, and interest expressed by outside entities for the industrial use of areas on and adjacent to PGDP. Section XLII of the FFA states that DOE shall provide notice to the FFA parties at least 90 days prior to any such sale or transfer and include notice of the FFA requirements in any document transferring ownership or operation of any portion of the site to any subsequent owner or operator.

2.1 LAND USE CONTROLS

The site cleanup strategy recognizes that the long-term protectiveness of some response actions might rely upon or be supplemented by engineering barriers, institutional controls, and/or other land use controls (LUCs). To ensure that these controls remain protective, CERCLA five-year reviews, in conjunction with monitoring of requirements contained in the Land Use Control Assurance Plan (LUCAP), are implemented.

A Land Use Control Implementation Plan (LUCIP) is developed for each remedy that includes LUCs. The LUCIPs include a detailed explanation of the implementation and long-term maintenance of the LUCs. The LUCAP requires annual certification in the SMP that the LUCIPs are being implemented. This certification also will identify any noncompliance with a LUCIP and the steps taken to correct any such noncompliance, any nonmajor changes in land use, and any changes in designated

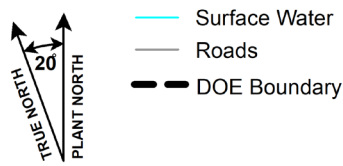
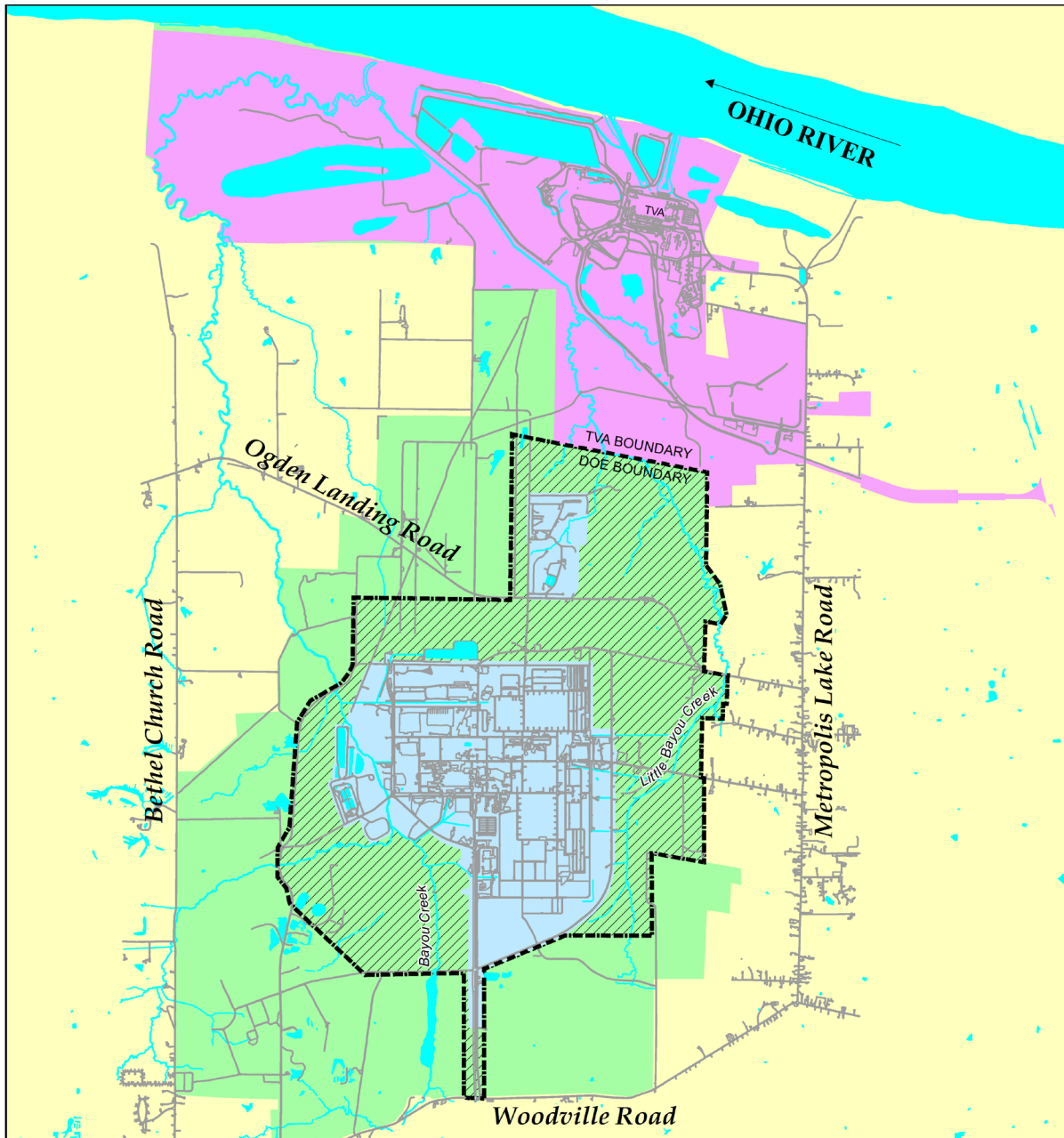
officials. Appendix 2 contains the annual certification of LUCIPs implemented at PGDP.

3. OPERABLE UNITS

Completion of OUs is required to achieve delisting of the site from the NPL and the decommissioning of the gaseous diffusion plant (GDP). Prior to final deletion from the NPL, partial delisting may occur if conditions are met to support potential property transfers. Appendix 3 includes additional information regarding scope for each of the defined OUs. This scope has been left in place; however, additional information on the integration and acceleration of cleanup has been included in Appendix 3. In addition, Appendix 4 contains lists of SWMUs and areas of concern (AOCs) sorted by OUs.

- C-400 Complex OU
- Groundwater OU
- Surface Water OU
- Lagoons OU
- Burial Grounds OU
- Soils OU
- Soils and Slabs OU
- Facility D&D OU
- Depleted Uranium Hexafluoride (DUF₆) Footprint Underlying Soils OU
- CSOU
- CERCLA Waste Disposal Alternatives OU

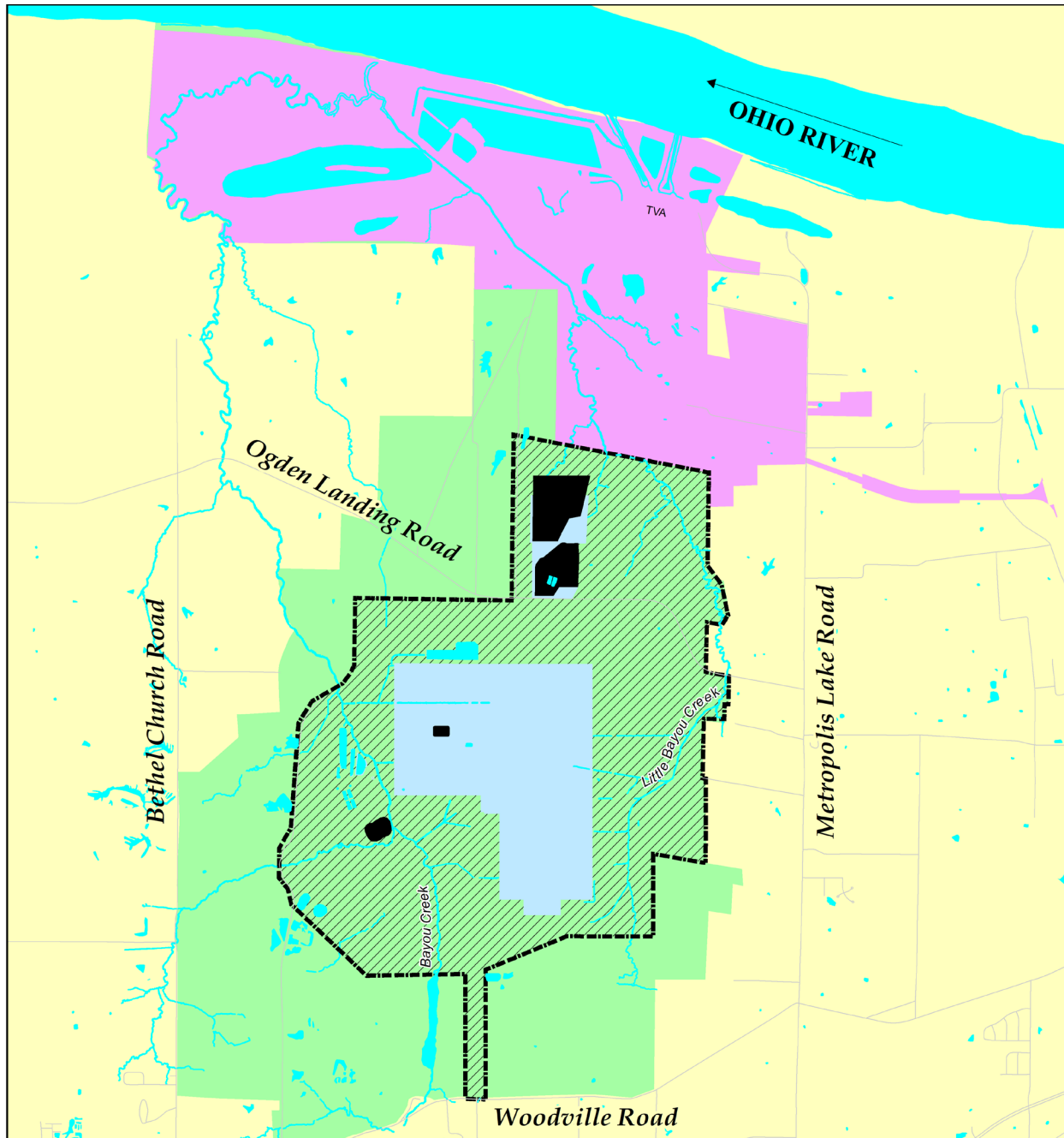
DOE is currently implementing deactivation and utility optimization activities outside of the FFA scope to prepare the site for effective implementation of all future mission activities, including cleanup activities. While the FFA parties have agreed to focus cleanup efforts on the C-400 Complex, long-term plans and strategies for cleanup continue to be refined for future decommissioning of the GDP and cleanup of other



- LAND USE ON DOE PROPERTY**
- Industrial Use
 - Publicly Accessible Areas - Recreational Use
- LAND OWNERSHIP OUTSIDE DOE PROPERTY**
- West Kentucky Wildlife Management Area
 - TVA
 - Private Property

MAP SOURCE INFORMATION
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 WKWMA Boundary: G:\gis\PEGASIS.gdb\Wildlife_Management_Areas
 DOE Property Boundary: G:\gis\PEGASIS.gdb\doebnd; TVA Boundary: G:\gis\PEGASIS.gdb\tvabnd_official;
 Industrial Area: G:\gis\PEGASIS.gdb\Security_229; Roads: G:\gis\PEGASIS.gdb\roadrow;
 Surface Water: G:\gis\PEGASIS.gdb\streams and G:\gis\PEGASIS.gdb\l1 2022_21145_areawater

Figure 1. Current Land Use at PGDP



LAND USE ON DOE PROPERTY

- Industrial Use
- Industrial/Recreational Use
- Waste Management Area (See Note)

Note: These areas include landfills that are active or certified closed and under long-term custodial care (i.e., C-404, C-746 S&T, C-746-U), or that are under an Interim Remedial Action (i.e., C-746-K). As such, these areas are not amenable to unrestricted future industrial use. As new CERCLA decision documents or permits are issued with deed restrictions/LUCs for waste management areas this map will be updated to include those units.

LAND OWNERSHIP OUTSIDE DOE PROPERTY

- West Kentucky Wildlife Management Area
- TVA
- Private Property

2000 0 2000 4000 Feet



MAP SOURCE INFORMATION

Map Generation Date and Location: 9/7/2023 G:\GIS\ARCVIEWS\PROJECTS\SMPLandUse_Future_20230906.mxd
 Recreational: G:\gis\IPEGASIS.gdb\Wildlife_Management_Areas and G:\gis\IPEGASIS.gdb\doebnd TVA Boundary:
 G:\gis\IPEGASIS.gdb\lvabnd_official Industrial and Waste Management Areas: G:\gis\IPEGASIS.gdb\pgdpbnd;
 ...facilities (as specified); and ...security_229 (as specified) Roads: G:\gis\IPEGASIS.gdb\AIRds; Surface Water:
 G:\gis\IPEGASIS.gdb\lfr_2022_21145_areawater

Figure 2. Reasonably Anticipated Future Land Use at PGDP

OUs. In addition, DOE continues to evaluate the emerging contaminants per- and polyfluoroalkyl substances (PFAS) as potential contamination at the Paducah Site. The final CSOU evaluation will support the final remedial decision for the site following completion of the three decisions proposed in the new overall cleanup strategy OUs. Any required environmental monitoring of remedy performance and/or progress toward achieving the remedial action objectives (RAOs) will be conducted and reported in accordance with the selected remedies. Once no further response is appropriate and all RAOs have been achieved, the site (remaining property not previously deleted and/or transferred) would be eligible for deletion from the NPL.

4. SITE PRIORITIZATION

DOE uses a combination of factors to prioritize work being implemented under the Environmental Management (EM) program at PGDP. These include considerations such as regulator expectations; risk-based decision making; compliance with other programs; funding projections; integration and acceleration of cleanup decisions; mortgage reduction; and demonstrated progress toward completing the EM mission. The site prioritization is evaluated each year as part of the annual update to the SMP. Additionally, the FFA parties are committed to working together to identify projects that could be addressed in the event that additional funding becomes available or cost savings are realized.

The risk prioritization criteria incorporate the general program-management principles of the National Contingency Plan, which emphasize the use of accelerated actions to address imminent threats and reduce migration of off-site contamination.

Enforceable milestones for FY 2024, FY 2025, FY 2026, and out-year enforceable completion dates consistent with these prioritization criteria are included in Appendix 5. Any enforceable completion dates for remedial actions shall be considered satisfied upon issuance of a D1 Remedial Action Completion Report (RACR) (i.e., Final Remedial Action Report, as specified in the FFA) for those areas where RAOs have been achieved. In cases where a period of operation and

maintenance may be required to achieve RAOs, such as groundwater, a D1 Interim RACR will be issued upon completion of remedial construction and a determination by DOE that the remedy is operating as intended.

Risk Prioritization Criteria
<ul style="list-style-type: none">• Mitigate immediate threats, both on- and off-site.• Reduce further migration of off-site contamination.• Address sources contributing to on-site and off-site contamination.• Perform D&D /Address OUs.• Address soils within the DUF₆ plant footprint once it ceases operations and D&D of the DUF₆ plant is complete.• Evaluate the final CSOU.

Decommissioning of surplus DOE facilities is described in the 1995 DOE and EPA Memorandum: *Policy on Decommissioning DOE Facilities under CERCLA*. The Facility D&D OU identifies industrial facilities (listed in Appendix 4) that, in some cases, already have been determined to pose a potential threat of release of hazardous substances to the environment that warrants decommissioning to be performed as a CERCLA non-time-critical removal action. The evaluation of facilities at PGDP to determine if there was a release threat to the environment that would warrant a site evaluation to determine if decommissioning should proceed under CERCLA is described in Appendix 6.

All data collected in support of any removal or remedial action shall be managed in accordance with an approved Data Management Plan (DMP). In accordance with Section XXVII.C of the FFA, Appendix 7 contains the final DMP for the Paducah Site.

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APPENDIX 1

ACTIONS TAKEN TO DATE

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Operable Unit Summary

WAGs/Media	Response Type	ROD/Action Memorandum	Response Description	Status ¹
GROUNDWATER OPERABLE UNIT				
WAG 26/Groundwater	Emergency removal action	Administrative Order by Consent under Sections 104 and 106 of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) November 4, 1988	Provided temporary water to local residences where private wells are contaminated by TCE and Tc-99.	Complete
WAG 26/Groundwater	Removal action	August 30, 1994 DOE/OR/06-1201&D2	Extended municipal water line to residences affected by off-site groundwater contamination. 2013 Five-Year Review required additional actions for vapor intrusion.	Construction Complete/Operational Additional actions for vapor intrusion complete.
WAG 26/Groundwater (Northwest Plume)	Interim Remedial Action (IRA)	July 23, 1993 DOE/OR/06-1143&D4	Hydraulic containment and treatment of high concentrations of off-site TCE contamination in the Northwest Plume.	Construction Complete/Operational
	ESD	November 19, 1996 DOE/OR/06-1481&D2	Originally proposed to eliminate activated carbon filters (proposal was later withdrawn in response to public comment). Reversed the sequence of two treatment units (ion exchange unit and air stripper) and eliminated the iron filings treatability study (TS).	Construction Complete/Operational
	ESD	January 27, 2011 DOE/LX/07-0343&D2	Optimization of the Northwest Plume system through placing existing southern extraction wells (EWs) on standby and installing two new EWs east of original southern extraction field.	Construction Complete/Operational

¹ Detailed information on the status of each project or operable unit is available in the FFA Semiannual Report.

Operable Unit Summary (Continued)

WAGs/Media	Response Type	ROD/Action Memorandum	Response Description	Status ¹
GROUNDWATER OPERABLE UNIT (Continued)				
WAG 26/Groundwater (Northeast Plume)	IRA	June 15, 1995 DOE/OR/06-1356&D2	Hydraulic containment and treatment of high concentrations of off-site TCE contamination in the Northeast Plume.	Construction Complete/Operational
	ESD	January 13, 2016 DOE/LX/07-1291&D2/R2	An ESD has been submitted for optimization of the Northeast Plume system through placing existing EWs on standby, installing two new EWs in the upgradient high concentration area of the Northeast Plume near the eastern edge of the PGDP facility, and installing new treatment units for air stripping as an alternative to the cooling towers.	Construction of an alternate treatment unit was completed on May 30, 2013. The unit became operational on September 4, 2013. The ESD and RAWP were in dispute until July 2015 at which time the Memorandum of Agreement (MOA) ² for resolution was signed. Optimization, including startup and batch testing, has been completed, and the system became fully operational in October 2017. Federal Facility Agreement (FFA) parties established and documented transect well baseline determinations in an addendum to the RAWP. Hydraulic assessment is complete. Beginning in 2018, Tc-99 and TCE concentration trends in the transect wells indicated potential changes in groundwater flow or source impacts. As a result, contaminant mobilization decision rules in the MOA were triggered. The FFA parties agreed in 2018 to adjust EW pumping rates; to continue operating under MOA Condition #3; and to review transect well results on a quarterly basis, considering additional adjustments as necessary, which may include an agreement to move into MOA Condition #4. Detailed Northeast Plume optimization information (noting MOA condition) is included in the FFA Semiannual Progress Report, and an evaluation of remedy protectiveness is addressed as part of the Five-Year Review.

Operable Unit Summary (Continued)

WAGs/Media	Response Type	ROD/Action Memorandum	Response Description	Status ¹
GROUNDWATER OPERABLE UNIT (Continued)				
SWMU 91/Soil	IRA	August 10, 1998 DOE/OR/06-1527&D2	<i>In situ</i> treatment of TCE-contaminated soils using the LASAGNA™ technology.	Complete
SWMU 11 and SWMU 533/Groundwater (C-400 Source Action)	IRA	August 9, 2005 DOE/OR/07-2150&D2/R2	<i>In situ</i> treatment of TCE source areas in the UCRS and RGA located in the southeast and southwest corners of the C-400 Building using electrical resistance heating technology.	<p>Field operations for Phase I completed FY 2011. Parties agreed to divide Phase II into Phase IIa and Phase IIb. Phase IIa operations began July 22, 2013, and ceased November 5, 2014. A TS for steam-enhanced extraction conducted and completed June 30, 2015. TS Report approved June 2016. As a result of the DOE proposed strategy and reprioritization agreed to by the FFA Senior Managers in the August 8, 2017, MOA,³ the remaining VOC source in the Phase IIb area will be addressed by the C-400 Complex OU. Phase I and Phase IIa activities are documented in a Remedial Action Completion Report for the C-400 Interim Remedial Action (ROD 2005).</p> <p>The 2013 Five-Year Review resulted in a deferred protectiveness status from EPA as stated in a letter from R. Chaffins dated September 30, 2014. DOE conducted a vapor intrusion study for the C-400 Building and results are documented in the 2013 Five-Year Review Addendum dated November 9, 2018. The C-400 Vapor Intrusion Study Addendum to the 2013 Five-Year Review was approved by KY on November 21, 2018; EPA approved on December 4, 2018.</p>

² Memorandum of Agreement for Resolution of Formal Dispute of the Explanation of Significant Differences to the Record of Decision for the Interim Remedial Action of the Northeast Plume at the Paducah Gaseous Diffusion Plant, Paducah, Kentucky (DOE/LX/07-1291&D2), and Remedial Action Work Plan for Optimization of the Northeast Plume Interim Remedial Action at the Paducah Gaseous Diffusion Plant, Paducah, Kentucky (DOE/LX/07-1280&D2), August 4, 2015.

³ Memorandum of Agreement on the C-400 Complex under the Federal Facility Agreement for the Paducah Gaseous Diffusion Plant, Paducah, Kentucky, August 8, 2017.

Operable Unit Summary (Continued)

WAGs/Media	Response Type	ROD/Action Memorandum	Response Description	Status ¹
GROUNDWATER OPERABLE UNIT (Continued)				
SWMU 1; SWMU 211-A; and SWMU 211-B (Southwest Plume Sources)	Remedial Action	<p>March 20, 2012 DOE/LX/07-0365&D2/R1</p> <p>December 2, 2022 DOE/LX/07-2480&D2</p>	<p>SWMU 1—<i>In situ</i> source treatment using deep soil mixing with interim LUCs.</p> <p>SWMU 211-A—<i>In situ</i> source treatment using enhanced <i>in situ</i> bioremediation with interim LUCs or long-term monitoring with interim LUCs based upon RDSI results.</p> <p>SWMU 211-B—<i>In situ</i> source treatment using enhanced <i>in situ</i> bioremediation with interim LUCs or long-term monitoring with interim LUCs based upon RDSI results.</p> <p>The ESD documents additional area treated by the SWMU 211-A remedy and the additional associated cost.</p>	<p>ROD signed; RDSI field activities initiated on July 18, 2012. Completed RDSI field activities on April 26, 2013. Additional sampling was requested by EPA and completed by DOE. The Final Characterization Report Addendum and Letter Notification proposing remedy for 211-A and 211-B have been evaluated by the FFA parties. The FFA parties have agreed to move forward with 211-A and will determine an appropriate remedial action for 211-B based on a revised conceptual site model consistent with the data in the Final Characterization Report. Mobilization activities for SWMU 1 deep soil mixing were initiated on February 9, 2015, and soil mixing completed October 8, 2015. Soil sampling, monitoring wells installation, and Remedial Action Completion Report for SWMU 1 completed in FY 2016. The Remedial Action Completion Report approved by EPA and KY February 2017.</p> <p>Long-term monitoring continues at SWMU 1 in accordance with the ROD. The Remedial Design for SWMU 211-A was approved by EPA and KY in December 2019. The final Remedial Action Work Plan for SWMU 211-A was revised in December 2021 and was implemented in March 2022. The remedy was documented in an Interim Remedial Action Completion Report for SWMU 211-A that addressed completion of enhanced <i>in situ</i> bioremediation.</p> <p>A decision concerning a remedy for SWMU 211-B will be made by the FFA parties in conjunction with actions to be taken for the C-720 Building and surrounding area. ESD signed.</p>

Operable Unit Summary (Continued)

WAGs/Media	Response Type	ROD/Action Memorandum	Response Description	Status¹
SURFACE WATER OPERABLE UNIT				
WAG 25/Surface water (NSDD)	IRA	March 28, 1994 DOE/OR/06-1213&D3	Instituted action to treat certain plant effluent and control the migration of contaminated sediment associated with the NSDD.	Construction Complete/Operational
WAGs 18 & 25/Surface water and sediment (Surface Water/Ditches)	IRA	N/A	Institutional controls (fencing/posting) for off-site contamination in surface water, outfalls, and lagoons.	Construction Complete/Operational
WAG 24/Scrap (Scrapyards)	IRA	N/A	Installation of sediment controls to mitigate surface water/sediment runoff from scrap yards.	Construction Complete/Operational
WAGs 1 & 7 WAG 1: SWMU 100 (Fire Training Area) and SWMU 136 (C-740 TCE Spill Site) WAG 7: SWMU 8 (C-746-K Landfill), SWMU 130 (C-611 550-gal Gasoline UST), SWMU 131 (C-611 50-gal Gasoline UST), SWMU 132 (C-611 2,000-gal. Oil UST), SWMU 133 (C-611 Grouted UST), and SWMU 134 (C-611 1,000-gal Diesel/Gasoline Tank)	IRA	August 10, 1998 DOE/OR/06-1470&D3	Interim remedial action installed riprap along creek bank to prevent direct contact, implemented institutional controls, and long-term monitoring for SWMU 8. All other SWMUs were determined to require “no further action” (NFA) under the IRA. It should be noted that at SWMU 100, institutional controls (i.e., security fencing and patrols to prevent unknowing and unauthorized entry to the plant, and risk management procedures to prevent worker exposure to contaminated media) were selected as part of the remedy. Note: In relation to SWMU 100 (Fire Training Area), PFAS is an emergent contaminant that was not considered as part of the scope of the WAGs 1 & 7 RI/FS or ROD. The presence of PFAS will be evaluated separately; and if cleanup under CERCLA is required, then additional actions will be taken outside of the scope of WAGs 1 & 7.	Construction Complete/Operational
Drum Mountain (Scrap)	Non-time-critical removal action	March 27, 2000 DOE/OR/07-1863&D2	Removed and disposed of Drum Mountain.	Complete
WAG 24, WAG 14, and SWMU 99/Scrap	Non-time-critical removal action	September 26, 2001 DOE/OR/07-1965&D2	Removed and disposed of scrap metal with enhanced sediment control measures.	Complete

Operable Unit Summary (Continued)

WAGs/Media	Response Type	ROD/Action Memorandum	Response Description	Status¹
SURFACE WATER OPERABLE UNIT (Continued)				
SWMU 59/Sediment	IRA	September 25, 2002 DOE/OR/07-1948&D2	Remedial action for Sections 1 and 2 of the NSDD.	Complete
SWMU 58 (Sections 3, 4, and 5 of the NSDD); SWMU 69 (Outfall 001); SWMU 63 (Outfall 008); SWMU 66 (Outfall 010); SWMU 67 (Outfall 011); and SWMU 68 (Outfall 015) and their associated internal ditches and areas (including SWMUs 92 and 97)	Non-time-critical removal action	April 23, 2009 DOE/LX/07-0119&D2/R1	Removal action for contaminants associated with sediment in Sections 3, 4, and 5 of the NSDD and KPDES Outfalls 001, 008, 010, 011, and 015, and associated internal ditches and areas of PGDP.	Complete
BURIAL GROUNDS OPERABLE UNIT				
WAG 22/Waste and soil (SWMU 2- Burial Ground)	IRA	September 11, 1995 DOE/OR/06-1351&D1	The interim ROD selected an impermeable cap to reduce leachate migration from surface infiltration, groundwater monitoring, and institutional controls. Through agreement of the parties, an impermeable cap was not constructed [<i>Waste Area Grouping (WAG) 22 Post-Record of Decision (ROD) Change</i> , October 23, 1996]. This change also will be documented in the Final Remedial Decision for SWMU 2.	Final remedial action for SWMU 2 will be selected as part of the BGOU CERCLA process. Institutional controls and groundwater monitoring are ongoing pending final remedy selection.
SOILS OPERABLE UNIT				
C-750-A, -B, and -C USTs	N/A	N/A	Tank removal.	Complete
WAG 7 SWMU 8 (C-746-K Landfill)	IRA	N/A	Enhanced existing cap to reduce leachate migration from surface infiltration.	Complete
AOC 124 WAG 17/Soil (Concrete Rubble Piles)	Removal action	N/A DOE/OR/07-1477&D2	Excavated soil associated with AOC 124.	Complete
WAG 23/Soil	Removal action	September 11, 1997 DOE/OR/06-1626&D1	Excavated PCB and dioxin-contaminated surface soils to reduce risks to plant industrial workers.	Complete

Operable Unit Summary (Continued)

WAGs/Media	Response Type	ROD/Action Memorandum	Response Description	Status¹
SOILS OPERABLE UNIT (Continued)				
SWMU 193/Soil	Time-critical removal action	February 19, 2002 DOE/OR/07-1999&D2	Removed petroleum-contaminated soils.	Complete
SWMUs 76 and 519/Soil	Time-critical removal action	July 1, 2002 DOE/OR/07-2007&D2	Removed empty sulfuric acid tanks, size reduced for containerization and dispositioned.	Complete
SWMU 19 [C-410-B Hydrogen Fluoride (HF) Neutralization Lagoon], SWMU 40 (C-403) and SWMU 181 (C-218 Firing Range)	Non-time-critical removal action	May 11, 2009 DOE/LX/07-0121&D2/R1	Removal of lead-contaminated soil at the C-218 Firing Range (SWMU 181). Removal of contamination within the respective SWMU boundaries of C-410-B (SWMU 19). Removal of contamination within the respective SWMU boundaries of C-403 (SWMU 40).	SWMU 19 and SWMU 181 are complete. SWMU 40 removal action was not completed as part of the NTCRA, and SWMU 40 will be addressed as part of the C-400 Complex OU final remedial action.
SWMU 27 (Acid Neutralization Tank)	Time Critical Removal Action	September 9, 2016 DOE/LX/07-2406&D2	Removed liquid and sludge to the extent practicable within the acid neutralization tank. Filled the tank with flowable fill.	Fieldwork for SWMU 27 completed in September 2016. The final Removal Action Report was submitted in June 2017 and was approved by EPA and Kentucky in July 2017. Final cleanup decision for this SWMU will be addressed as part of the Soils and Slabs OU.
FACILITY D&D OPERABLE UNIT				
SWMU 478/Infrastructure (C-410)	Non-time-critical removal action	August 3, 2002 DOE/OR/07-2002&D1/R1	Remove process equipment and piping.	Completed December 2013.
SWMU 478/Infrastructure (C-410)	Non-time-critical removal action	November 23, 2009 DOE/LX/07-0273&D2	Addendum to document a change in scope of the removal action to 1) expand the scope of the existing NTCRA to include facility structure demolition to the slabs and disposition of demolition debris and 2) allow the non-process systems to remain in place and to remove these systems at the same time the building is demolished using heavy equipment such as excavators with shears.	Fieldwork for C-410/C-420 completed in December 2015. Removal Action Report approved in June 2016.

Operable Unit Summary (Continued)

WAGs/Media	Response Type	ROD/Action Memorandum	Response Description	Status ¹
FACILITY D&D OPERABLE UNIT (Continued)				
SWMU 477/Infrastructure (C-340 Metals Plant) and SWMU 137 (C-746-A East End Smelter)	Non-time-critical removal action	May 18, 2010 DOE/LX/07-0290&D2	Decommissioning of the C-340 Metals Plant and C-746-A East End Smelter, which entails the demolition of C-340-A, -B, and -C structures as well as the C-746-A East End Smelter. The slabs and soils underlying these structures will be addressed in future CERCLA response actions.	Fieldwork for C-746-A East End Smelter completed in FY 2010. Removal Action Report approved in November 2011. Fieldwork for C-340 completed in September 2013. Removal Action Report approved in May 2014.
SWMU 480 (C-402 Lime House); SWMU 55 (C-405 Incinerator); and SWMU 464 (C-746-A West End Smelter)	Non-time-critical removal action	December 5, 2005 DOE/OR/07-2237&D2	Removed, characterized, and disposed of building structure and contents.	Complete

AOC = area of concern; BGOU = Burial Grounds Operable Unit; ESD = explanation of significant differences; FS = feasibility study; FY = fiscal year; HF = Hydrogen Fluoride; IRA = interim remedial action; KPDES = Kentucky Pollutant Discharge Elimination System; LUCs = land use controls; N/A = not applicable; NSDD = North-South Diversion Ditch; NTCRA = non-time-critical removal action; PFAS = per- and polyfluoroalkyl substances; PGDP = Paducah Gaseous Diffusion Plant; PCB = polychlorinated biphenyl; RDSI = remedial design/support investigation; RI = remedial investigation; RGA = Regional Gravel Aquifer; ROD = Record of Decision; SWMU = solid waste management unit; Tc-99 = technetium-99; TCE = trichloroethene; UCRS = Upper Continental Recharge System; UST = underground storage tank; VOC = volatile organic compound; WAG = waste area group

APPENDIX 2

CERTIFICATION OF LUCIPS

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CERTIFICATION OF LUCIPS

In March 2000, the Federal Facility Agreement (FFA) parties signed the *Memorandum of Agreement for Implementation of a Land Use Control Assurance Plan (LUCAP) for the United States Department of Energy Paducah Gaseous Diffusion Plant*, March 30, 2000. The purpose of this memorandum of agreement (MOA), together with the approved *Land Use Control Assurance Plan for the Paducah Gaseous Diffusion Plant, Paducah, Kentucky*, DOE/OR/07-1799&D2, (LUCAP) is to establish and implement procedures to assure the long-term effectiveness of land use controls being relied upon to protect human health and the environment at certain contaminated portions of the Paducah Gaseous Diffusion Plant (PGDP) that are undergoing remediation pursuant to the *Federal Facility Agreement for the Paducah Gaseous Diffusion Plant*. Subsequent to the finalization of the March 2000 MOA, the U.S. Department of Energy (DOE) Paducah Site developed two unit-specific land use control implementation plans (LUCIPs): one for the North-South Diversion Ditch and one for the interim remedial action at the C-400 Cleaning Building. In addition to the unit-specific LUCIPs, the FFA parties entered into a Record of Decision (ROD) for the Southwest Groundwater Plume that contained land use controls. Per FFA party agreement, a unit-specific LUCIP was not developed subsequent to issuance of the Southwest Groundwater Plume ROD. In July 2020, a memorandum was issued that documented an update to Table B-1 of Appendix B of the LUCAP to include the two unit-specific LUCIPs, along with the Southwest Groundwater Plume ROD. As part of scoping for the 2023 Five-Year Review, additional historical land use controls were identified for the C-746-K Sanitary Landfill (SWMU 8) and the Fire Training Area (SWMU 100). In July 2023, a memorandum was issued that documented an update to Table B-1 of Appendix B of the LUCAP to include the ROD for Waste Area Groups 1 and 7. These land use controls identified are certified in this Site Management Plan.

In accordance with Section 2.9 of the LUCAP, DOE annually certifies the land use controls and LUCIPs in Appendix B of the LUCAP are being implemented by DOE at PGDP.

Changes in the designated officials identified under the LUCIP/LUCAP are noted in the FFA semiannual reports. Additionally, there have been no major changes of land use as described in Section 2.8 of the LUCAP.

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APPENDIX 3

OPERABLE UNIT SCOPE DESCRIPTIONS

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OPERABLE UNIT SCOPE DESCRIPTIONS

INTRODUCTION

Pursuant to Section XVIII of the Federal Facility Agreement (FFA), the following operable unit (OU)-specific descriptions document the FFA Managers' common understanding of the expected scope of work for each of the OUs. The FFA Managers acknowledge that the scope may change as each project progresses; however, this appendix represents the best understanding, given existing information. The milestone dates associated with executing the scope of work are defined in Appendix 5 (Enforceable Timetables and Deadlines; Planning Dates with Long-Term Targets). Schedules are based on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) documentation and review/comment time frames established in the FFA.

Scope was established based on the current understanding of site conditions and to achieve compliance with CERCLA, the National Contingency Plan (NCP), and the FFA. The actual scope of any given remedy will be developed with the U.S. Environmental Protection Agency (EPA) and the Commonwealth of Kentucky (KY) in compliance with the CERCLA process and documented in the appropriate decision document, each of which is subject to public participation in accordance with the FFA, CERCLA, and the NCP. Goals have been established for each OU to guide the development of project-specific remedial action objectives (RAOs).

In 2023, the U.S. Department of Energy (DOE) proposed to integrate and accelerate Paducah cleanup decisions for environmental media, decontamination and decommissioning (D&D), and waste disposition. With this proposal, DOE intends to maintain momentum by taking additional actions to address the high-concentration centroid of the dissolved-phase plume emanating from the C-400 Complex documented in a post-record of decision (ROD) document, such as a technical memorandum to the post-decision administrative record or an explanation of significant differences to the Northwest Plume ROD for interim action. DOE is also proposing sampling to isolate the location of the suspected dense nonaqueous-phase liquid (DNAPL) north of the C-400 Complex OU and to aid in the placement of an extraction well to meet the objectives and fundamental design criteria for the northwest dissolved-phase plume ROD. Three decision documents are proposed for submittal in 2029 (or earlier). These decision documents will propose and combine cleanup actions for multiple environmental media areas (e.g., soils, surface water, groundwater, slabs, lagoons) into a single final decision (Figure 3.1), establishing final cleanup levels for the entire Paducah Site based on anticipated future use; propose and combine multiple D&D buildings into a single final decision (incorporating some aspects of deactivation under the FFA/CERCLA process); and make a final waste disposal alternative (WDA) decision. A final comprehensive site OU (CSOU) would consider appropriate actions for outfall ditches, creeks, and associated tributaries and any remaining contamination after actions determined by the three decision documents are complete.

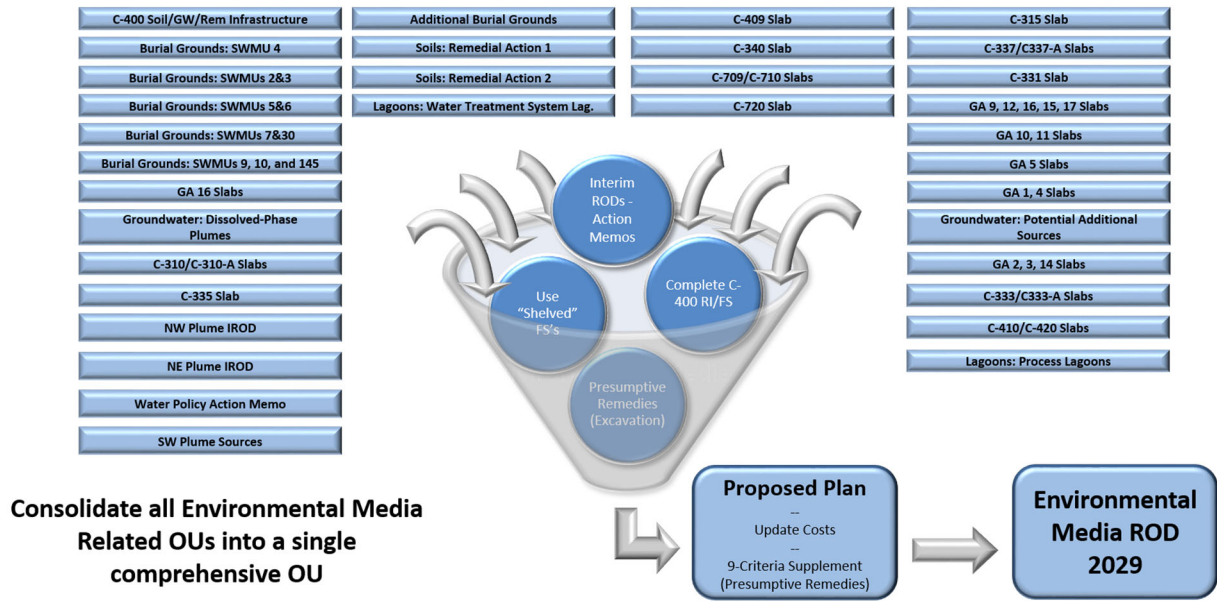


Figure 3.1. Environmental Media Comprehensive OU Strategy

While this Site Management Plan (SMP) documents the FFA parties’ conceptual alignment on the integrated and accelerated approach to site cleanup, the FFA parties continue to work toward implementing this strategy and the details of the approach. Previous OU scope descriptions remain largely unchanged in this appendix and will be updated after the proposed WDA ROD is signed. Additionally, out-year enforceable milestone dates for BGOU, GWOU, Soils OU, and SWOU are unchanged in Appendix 5 until proposed decision documents (i.e., Environmental Media ROD, D&D Action Memorandum, WDA ROD) are signed. Figures 3.2 and 3.3 illustrate the conceptual approach. DOE intends to work with the FFA parties to provide additional details on executing this approach. The collaboration providing the strategy, details, and schedule will be documented as an appendix to the FY 2026 SMP. If this strategy is deemed a major modification to the FFA, public participation will be coordinated as necessary and appropriate.

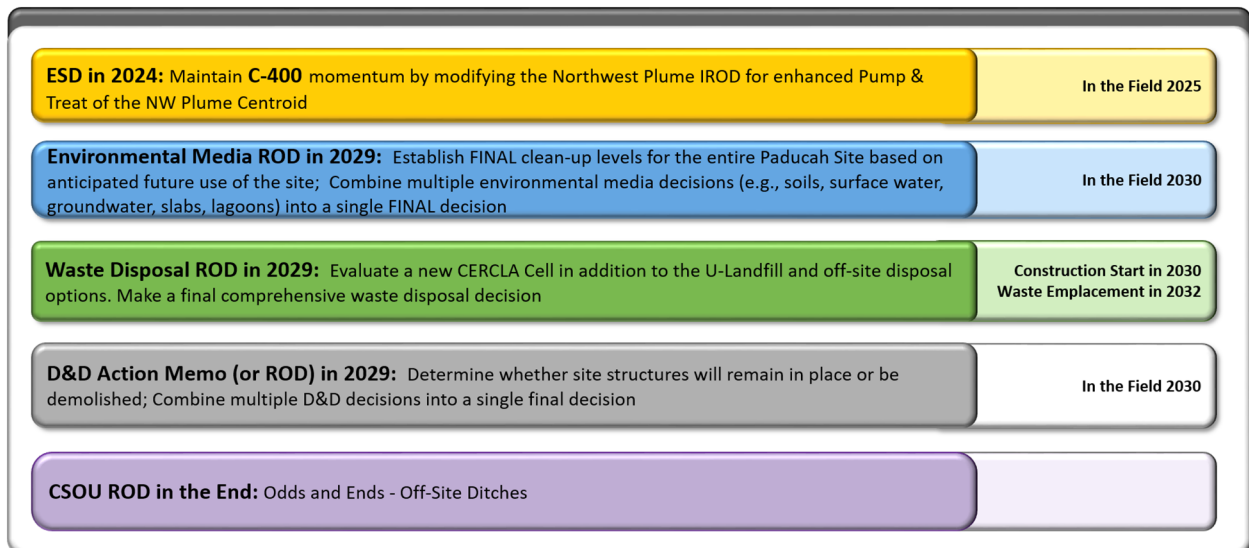


Figure 3.2. Conceptual Approach for Integration and Acceleration of Paducah Cleanup Decisions



Figure 3.3. Conceptual Approach for Pathways, Scope, and Actions of Proposed Paducah Cleanup Decisions

Previously, DOE provided assumptions for bounding cost and schedule forecasts based on existing information for the OUs. These assumptions have been removed from the SMP until the new strategy is finalized. High-level assumptions are shown in Figure 3.3. As the strategy is finalized, the FFA parties will evaluate consolidating OUs [e.g., Lagoons OU with Surface Water OU (SWOU) and Soils and Slabs OU with Facility D&D OU and Soils OU].

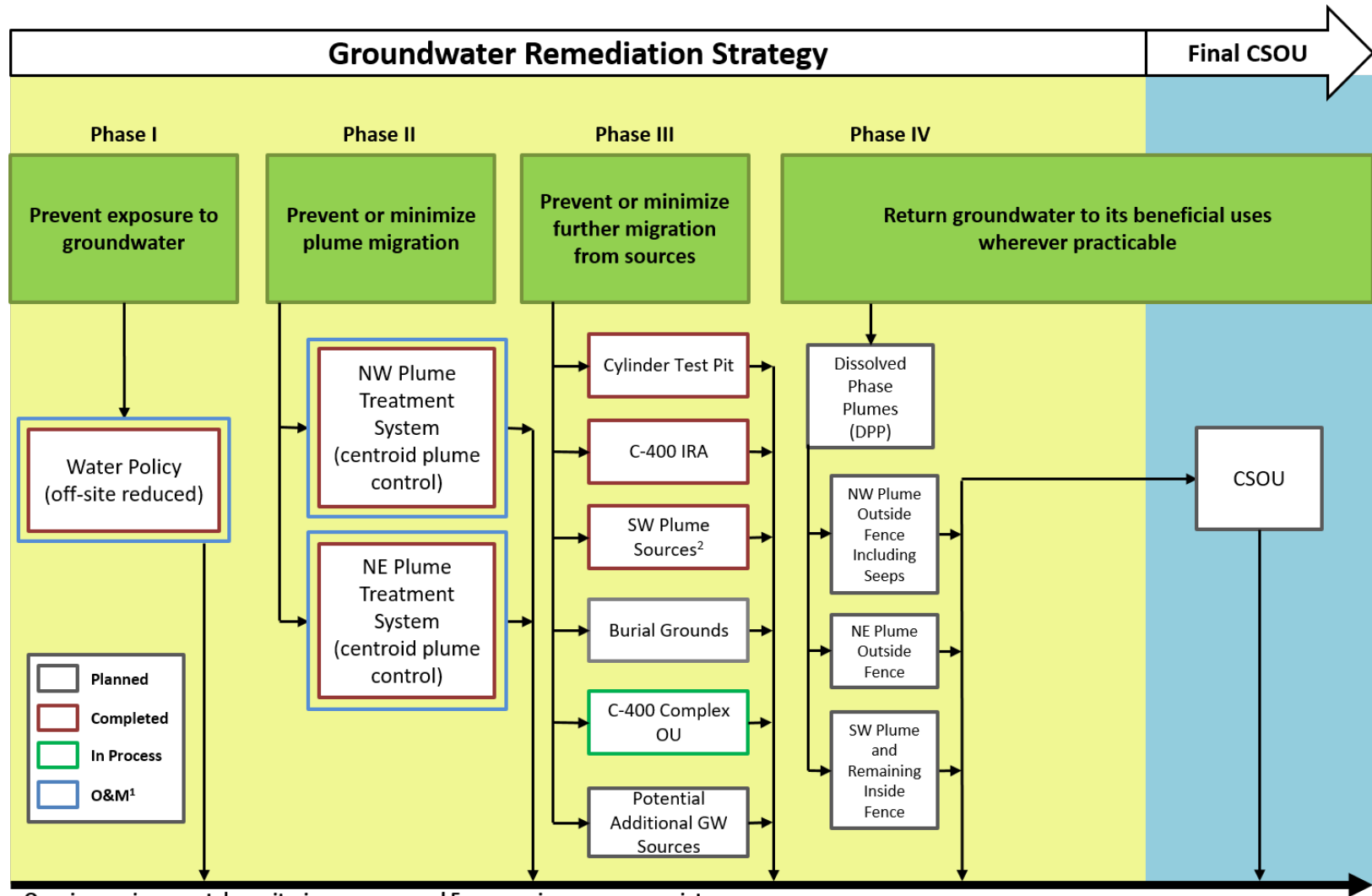
GROUNDWATER OPERABLE UNIT

The Groundwater Operable Unit (GWOU) is being implemented in a phased approach consisting of sequenced response actions designed to accomplish the following goals:

- (1) Prevent human exposure to contaminated groundwater;
- (2) Prevent or minimize further migration of contaminant plumes;
- (3) Prevent, reduce, or control contaminant sources contributing to groundwater contamination; and
- (4) Restore the groundwater to its beneficial uses wherever practicable.

A series of actions already have been completed toward meeting these goals, as depicted in Figure 3.4. These previous actions are summarized in Appendix 1 (Actions Taken to Date).

The scope of the GWOU consists of potential sources (e.g., DNAPL or buried wastes) that are contributing to groundwater contamination and the dissolved-phase groundwater plumes. The dissolved-phase groundwater consists of contaminated groundwater primarily in the Regional Gravel Aquifer (RGA), but also includes limited areas in the Upper Continental Recharge System (UCRS) that typically are associated with source areas. Remedies documented in signed RODs have been selected for the identified C-400 source areas and Southwest Plume source areas to address volatile organic compound (VOC) contamination. Figure 3.5 illustrates the effectiveness of these remedies to date on the dissolved-phase groundwater trichloroethene (TCE) contamination.



Ongoing environmental monitoring program and 5-year reviews, as appropriate

¹ Other than environmental monitoring

² SW Plume Sources includes actions for SWMU 1 and SWMU 211-A. SWMU 211-B will be implemented with other actions associated with the C-720 Building and surrounding area.

Figure 3.4. Groundwater Remediation Strategy

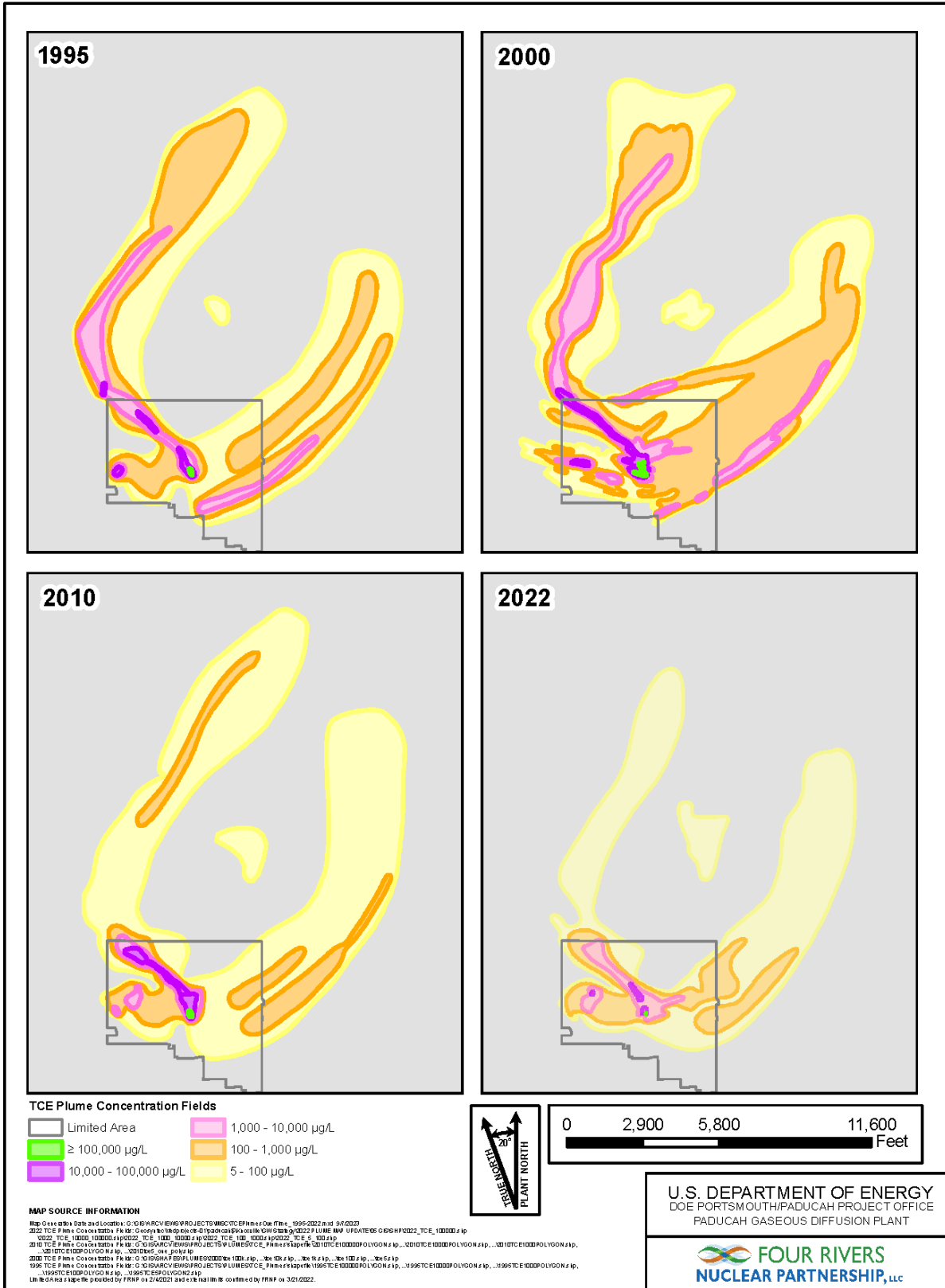


Figure 3.5. TCE Plumes as Interpreted for 1995, 2000, 2010, and 2022

C-400 Interim Remedial Action

The success of the Six-Phase Heating project conducted in 2003 led to a ROD signed in 2005 that required mass removal of TCE source material within the UCRS and RGA using electrical resistance heating (ERH). The scope of the interim remedy for the C-400 source action was limited to accessible areas located around the outside perimeter of the east and southwest portions of the C-400 Building due to on-going United States Enrichment Corporation operations that occupied the C-400 Building. Implementation of the ERH remedy was designed using a two-phase approach. Phase I was completed in 2010 and focused on selected treatment areas around C-400 (east and southwest areas) where the majority of the TCE was confined to the UCRS; however, an important objective of Phase I also was to evaluate the heating performance of the ERH design in the underlying RGA down to the McNairy Formation. During implementation of Phase I, temperature goals were not attained in the lower RGA in the southwest treatment area, particularly in the lower RGA. Because of the inability of ERH to reach target temperatures in the lower RGA, the FFA parties agreed to divide Phase II into Phase IIa [using ERH to address the UCRS and upper RGA to a depth of 60 ft below ground surface (bgs)] and Phase IIb (using a technology to be decided to address the lower RGA). Phase IIa operations were completed successfully in fall of 2014 and consisted of the implementation of ERH in the UCRS and upper RGA in the southeast treatment area. To help evaluate applicable technologies for potential use in the lower RGA during Phase IIb, a Steam-enhanced Extraction Treatability Study (TS) was performed in 2015 to obtain data specific to understanding the behavior of steam injected into the RGA under variable injection scenarios. The TS Report for Phase IIb, dated May 2016, demonstrated the technology would be technically implementable in the hydrogeological conditions tested, although several uncertainties remained regarding the full nature and extent of the Phase II source area, particularly whether a portion of the source extends beneath the C-400 Building.

Prior to moving forward with implementation of the interim remedial action, DOE approached EPA and KY and proposed reprioritization of the DOE mission based on the return of the enrichment facilities (including C-400); the need to perform work in a comprehensive manner at the C-400 Complex; and the expected impacts of anticipated future funding limitations across the DOE Complex. In June 2016, DOE provided a written proposal for the entire C-400 Complex that included acceleration of the investigation and cleanup of the C-400 Complex for all sources of contamination associated with and underlying the C-400 Building. This OU also will address the remaining VOC source in the Phase IIb area. On August 8, 2017, the FFA Senior Managers signed a memorandum of agreement (MOA) for the C-400 Complex that proposed the C-400 Complex as a separate OU identified as the C-400 Complex OU. Additionally, the path forward for the C-400 Complex also is documented in the *Memorandum of Agreement for Resolution of Formal Dispute Regarding the Non-concurrence by EPA and KDEP on the DOE Milestone Modification Request for Submittal of the Revised Proposed Plan for the Volatile Organic Compound Contamination at the C-400 Cleaning Building at the Paducah Gaseous Diffusion Plant, Paducah, Kentucky*, (DOE/LX/07-2407&D1), September 28, 2017, and *Memorandum of Agreement for Resolution of Formal Disputes on EPA Conditional Concurrence on the Removal Notification for Demolition of the C-400 Cleaning Building in the C-400 Complex Operable Unit at the Paducah Gaseous Diffusion Plant, Paducah, Kentucky*, DOE/LX/07-2420&D2 and the *Engineering Evaluation/Cost Analysis for Demolition of the C-400 Cleaning Building in the C-400 Complex Operable Unit at the Paducah Gaseous Diffusion Plant, Paducah, Kentucky*, DOE/LX/07-2425&D2, August 1, 2019. In FY 2022, during development of the C-400 Complex Operable Unit Remedial Investigation/Feasibility Study report, it was determined to include the C-400 building demolition with the remedial action. A milestone modification documenting the resequencing and incorporation of the C-400 building demolition into the C-400 Complex OU remedial action was signed by the FFA parties on September 16, 2022. This relevant milestone modification supersedes the previous MOA.

As a result, the prior work performed under the C-400 Interim Remedial Action for Phase I and Phase IIa was documented in the final *Remedial Action Completion Report for the Interim Remedial Action for the*

Groundwater Operable Unit for the Volatile Organic Compound Contamination at the C-400 Cleaning Building, completing the remediation work under the 2005 Record of Decision for Interim Remedial Action for the Groundwater Operable Unit for the Volatile Organic Compound Contamination at the C-400 Cleaning Building at the Paducah Gaseous Diffusion Plant Paducah, Kentucky, DOE/OR/07-2150&D2/R2.

Southwest Plume Sources Remedial Action

Scope

This project addresses the following three areas in the Southwest Plume: the C-747-C Oil Landfarm (SWMU 1), the areas near the southeast and northeast (SWMU 211) areas of the C-720 Building, and part of the storm sewer between the south side of the C-400 Building and Outfall 008 (SWMU 102). TCE and its breakdown products [*cis*-1,2-dichloroethene (DCE), *trans*-1,2-DCE, and vinyl chloride] and 1,1-DCE are the primary contaminants of concern (COCs) associated with these sources. The remedy in the Southwest Plume ROD for SWMU 1 has been completed, with long-term monitoring and land use controls (LUCs) in place. The remaining scope of the Southwest Plume ROD related to SWMU 211-A and SWMU 211-B was subject to a remedial design support investigation (RDSI).

During the RDSI for SWMU 211-A and SWMU 211-B, it was determined that there was a potential of DNAPL in the RGA associated with SWMU 211-B that was directly adjacent to and potentially underneath the C-720 Building, resulting in a conceptual site model that is invalid and making the selected remedial alternatives of the ROD for SWMU 211-B no longer applicable. As a result, the SWMU 211-B remedy will be reevaluated for implementation in conjunction with actions to be taken for the C-720 Building and surrounding area. Development of the C-720 remedial investigation/feasibility study (RI/FS) would define the nature and extent of contamination for the remedial action. In the interim, the LUCs associated with SWMU 211-B will remain in place until future reevaluation of SWMU 211-B is complete. In accordance with the signed MOA for the C-400 Complex dated August 8, 2017, the remedy for SWMU 211-A was completed.

Evaluation of a final remedial action for non-VOCs COCs associated with direct contact exposure risks will be addressed as part of the Soils OU (see Appendix 4).

Dissolved-Phase Plumes Remedial Action⁴

Scope

This project includes conducting a RI [including a baseline risk assessment (BRA)], FS, and selecting a remedy and implementing any necessary response actions for the dissolved-phase groundwater contamination. The RI will evaluate dissolved-phase groundwater contamination, including, but not limited to, the Northwest Plume (SWMU 201), Northeast Plume (SWMU 202), Southwest Plume (SWMU 210), and the groundwater contamination contributing to the Little Bayou Creek seeps. The RI also may determine whether any follow-up actions or modifications to response actions for the GWOU are necessary and would be evaluated further in a FS. The primary RAO for this project is based on the resolution of dispute for the Southwest Plume dated March 24, 2008, as follows:

- Return contaminated groundwaters to their beneficial use(s) and attain chemical-specific applicable or relevant and appropriate requirements [e.g., maximum contaminant levels (MCLs)] and/or risk-based concentrations for all identified COCs throughout the plume (or at

⁴ The scope and planning assumptions are consistent with the March 24, 2008, DOE/OR/07-2180&D2, and May 20, 2010, DOE/LX/07-0186&D2, SW Plume Dispute Resolutions.

the edge of the waste management area depending on whether the waste source is removed), consistent with CERCLA, the NCP (including the Preamble), and any pertinent EPA guidance.

DOE completed a Plant Industrial Area Vapor Intrusion Preliminary Risk Assessment to focus on the Paducah Gaseous Diffusion Plant (PGDP) buildings located over the groundwater plumes, consistent with EPA vapor intrusion guidance, with input from EPA and Kentucky Department for Environmental Protection (KDPEP) utilizing a project team developed from the technical working groups established to evaluate and make recommendations to FFA Managers on programmatic issues at the PGDP. Upon completion of the assessment, a Plant Industrial Area Vapor Intrusion Preliminary Risk Assessment Report was issued by DOE in FY 2021. The project's Work Plan and Report were FFA Secondary Documents subject to regulatory review and concurrence, and DOE written responses to comments, consistent with FFA Section XX, Review/Comment on Draft/Final Documents. No further evaluation was recommended for the buildings represented by preliminary investigation, although the report recommended additional sampling at three facilities to confirm the conclusions regarding the potential threat to human health from vapor intrusion and/or to bring human exposure to vapor intrusion under control. EPA and KY accepted the report on February 12, 2022, and February 14, 2022, respectively. The additional recommended sampling took place in FY 2023, and an addendum to the Preliminary Risk Assessment Report was issued by DOE.

Because plume conditions are dynamic and will change over the next several decades, the Dissolved Phase Operable Unit will include a data quality objective to address the site-wide vapor intrusion pathway for the site. Prior to the Dissolved Phase Operable Unit, a data quality objective to address vapor intrusion will be included in other operable units' project RI scoping and subsequent investigations and decision-making, as appropriate.

Additionally, DOE has developed a sitewide groundwater strategy in collaboration with EPA and KY, that identifies both short- and long-term tasks, including additional sampling, to help refine the PGDP groundwater conceptual site model to address conceptual site model uncertainties and support forthcoming five-year reviews of groundwater actions. Activities include colloidal borescope studies, manual water-level measurements, and continuous water-level measurements using pressure transducers. Data collected as part of the groundwater strategy are evaluated with other groundwater-related data on an ongoing basis. DOE plans to continue with quarterly Groundwater Modeling Working Group meetings that include EPA and KY, to discuss the results of ongoing activities (e.g., efforts currently underway by the Tennessee Valley Authority and the Olmstead Dam Project) and the planning for other near- and long-term sitewide groundwater strategy activities, which will be documented in various technical papers. During FY 2023, DOE developed a groundwater model to support future actions for the site, including siting for a potential on-site waste disposal facility (OSWDF) and routinely provided updates on the model development to the Modeling Working Group.

Potential Additional Groundwater Sources

Scope

This project consists of potential sources (e.g., DNAPL) that are contributing to groundwater contamination and the dissolved-phase groundwater plumes under a building structure or newly identified sources not addressed under the other GWOU projects. The project scope includes the management, planning, assessments, CERCLA documents, RIs, final remedial actions per an approved ROD, and preparation of required completion documentation.

This project is being reserved for other sources to groundwater contamination that may be identified in the future similar to the area south of the C-400 Complex that was evaluated as part of the C-400 RI/FS

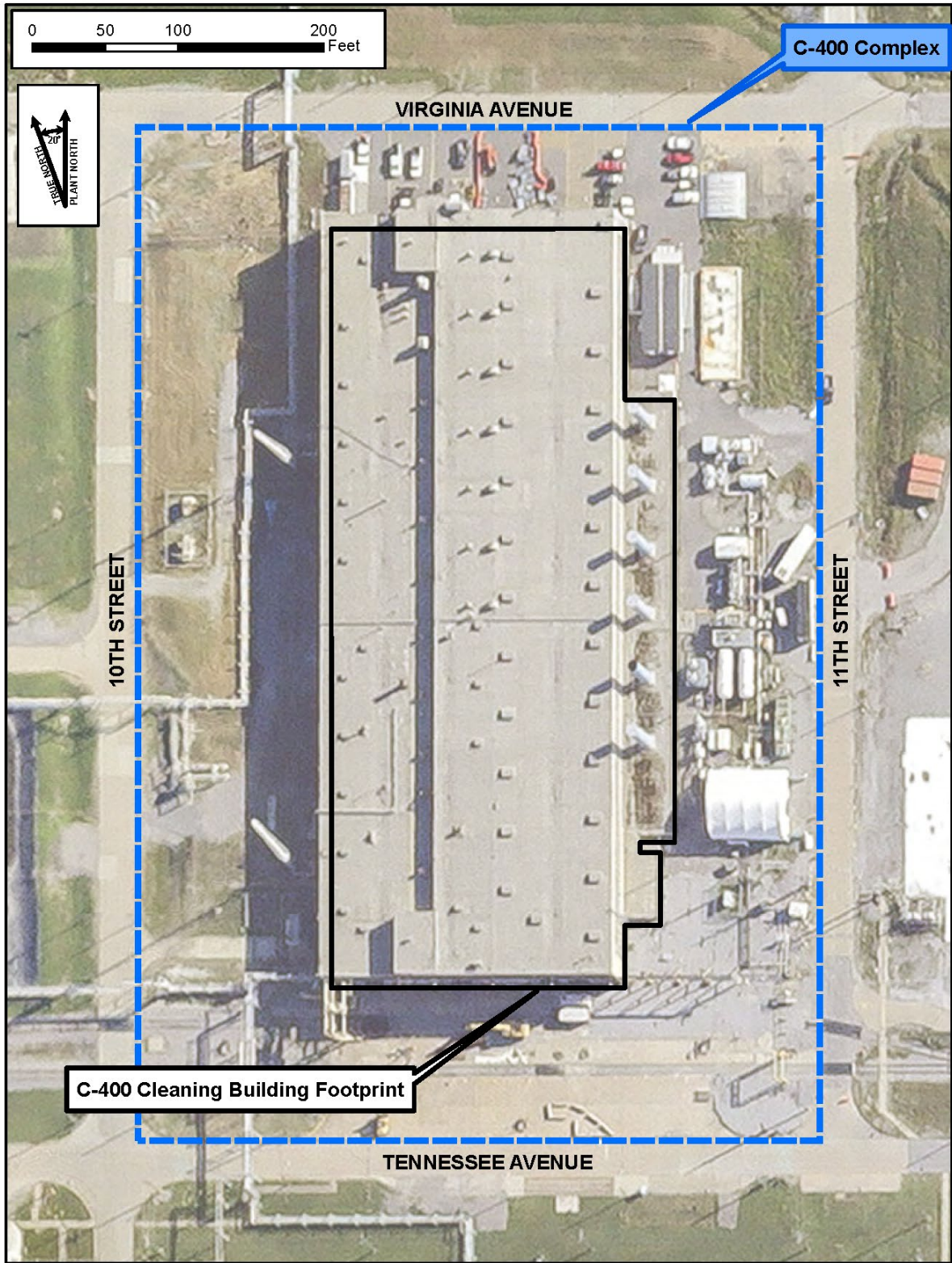
fieldwork, the area north of the C-400 Complex that was identified during the C-400 RI/FS fieldwork, and an area near C-310 that has been identified during additional vapor intrusion sampling.

C-400 COMPLEX OPERABLE UNIT

Scope

This project is intended to evaluate fully and take the necessary actions to address all environmental contamination in order to achieve a final remedial action for the entire C-400 Complex as shown in Figure 3.6. This scope is defined to include a RI/FS for the entire C-400 Complex and final remedial action that includes building demolition, soils, groundwater sources, and slabs. The C-400 Complex action will address all sources of contamination, including, but not limited to, principal threat waste (PTW) (e.g., TCE DNAPL and high concentration TCE contamination). There are 22 SWMUs located within the boundaries of the C-400 Complex OU. Five of the 22 SWMUs (349, 350, 351, 352, and 353) are DOE material storage areas (DMSAs) that were under the sole oversight authority of Kentucky pursuant to a DOE-KDEP Agreed Order (October 2003) and excluded from cleanup under the FFA pursuant to Section IV.F of the FFA. Ten of the SWMUs (48, 49, 50, 51, 52, 53, 54, 383, 384, and 537) have been designated as NFA and are listed in the No Further Action section of Appendix 4. As a result, only seven of the 22 SWMUs (11, 40, 47, 98, 203, 480, and 533) located within the boundaries of the C-400 Complex OU will require further CERCLA evaluation under the FFA. These seven SWMUs are listed in the C-400 Complex OU section of Appendix 4. The C-400 Complex action has been prioritized in the cleanup schedule. The RI/FS report was submitted per the milestones established in Appendix 5. The following is the scope.

- CERCLA Final Remedial Action consists of the following:
 - Conduct a combined RI/FS for the C-400 Complex area that includes an investigation of all remaining building structure(s) (e.g., slab and subsurface structures) and releases of any hazardous substances to soils and groundwater associated with the C-400 Building and C-400 Complex area operations (including, but not limited to, TCE DNAPL and high concentration TCE contamination areas considered PTW).
 - RI characterization to define the full nature and extent of all contamination from the surface down through the RGA and to include the upper McNairy.
 - Remedy selection (proposed plan and ROD) to document a final remedial action(s) for all source areas and COCs requiring remediation and building demolition for the entire C-400 Complex.
 - Post-ROD documents (e.g., remedial design report, remedial action work plan) and implementation of a final remedial action(s) as specified in the ROD.



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10/31/2018

Source: Remedial Investigation/Feasibility Study Work Plan for the C-400 Complex Operable Unit at the Paducah Gaseous Diffusion Plant, Paducah, Kentucky. DOE/LX/07-2433&D2/R1

Figure 3.6. C-400 Complex—Scope of Final Action

BURIAL GROUNDS OPERABLE UNIT

In order to facilitate the development of subsequent documents, the FFA parties have agreed to group the Burial Grounds OU (BGOU) SWMUs into more manageable remedial action subprojects. These subprojects will be further evaluated prior to field execution of the remedial actions to determine whether the SWMU boundaries should be further modified into a single or expanded area of contamination based on contiguous contamination to facilitate waste management activities.

The BGOU will employ the CERCLA remedial process to accomplish the following goals (based on February 10, 2012, BGOU dispute resolution):

- Contribute to protection of groundwater by eliminating, reducing, or controlling sources of groundwater contamination;
- Prevent exposure to waste and contaminated soils that present an unacceptable risk from direct contact; and
- Treat or remove PTW wherever practicable, consistent with 40 *CFR* § 300.430(a)(1)(iii)(A).

The following are the SWMU-specific RAOs for SWMUs 5 and 6.

- Contribute to the protection of groundwater by eliminating, reducing, or controlling sources of groundwater contamination that will result in an exceedance of the MCL or risk-based concentration for residential use of groundwater in the absence of an MCL in RGA groundwater.
- Prevent exposure to waste or waste-related contaminated soils that exceed target cumulative excess lifetime cancer risks (ELCRs) and cumulative noncancer hazard indices (HIs) for the future industrial and future outdoor worker receptors. The acceptable cumulative risk levels for this RAO are defined as follows:
 - Surface Soil: cumulative ELCR < 1E-05 and cumulative HI ≤ 1 for a future industrial worker.
 - Subsurface Soil: cumulative ELCR < 1E-04 and cumulative HI ≤ 1 for a future outdoor worker.

The following are the SWMU-specific RAOs for SWMUs 2, 3, 7, and 30.

- Contribute to the protection of groundwater by eliminating, reducing, or controlling sources of groundwater contamination that could result in an exceedance in RGA groundwater of the MCL (or risk-based concentration for residential use of groundwater in the absence of an MCL).
- Prevent exposure to waste that exceeds target cumulative ELCRs and cumulative noncancer HIs for the future excavation worker receptor. The acceptable cumulative risk levels for this RAO are defined as follows:
 - Waste: cumulative ELCR < 1E-05 and cumulative HI ≤ 1 for a future excavation worker [considering a five-year exposure based upon the outdoor worker scenario in the 2013 Risk Methods Document]
- Prevent exposure to contaminated soils that exceed target cumulative ELCRs and cumulative noncancer HIs for the future industrial and future excavation worker receptors. The acceptable cumulative risk levels for this RAO are defined as follows:

- Surface Soil: cumulative ELCR < 1E-05 and cumulative HI ≤ 1 for a future industrial worker [considering default exposures in the 2013 Risk Methods Document].
- Surface and Subsurface Soil: cumulative ELCR < 1E-05 and cumulative HI ≤ 1 for a future excavation worker [considering a five-year exposure based on the outdoor worker scenario in the 2013 Risk Methods Document].
- Treat or remove PTW wherever practicable, consistent with 40 *CFR* § 300.430 (a)(1)(iii)(A).

The SWMU-specific RAOs for SWMU 4 that have been included in the FS are defined as follows:

- Contribute to the protection of groundwater by eliminating, reducing, or controlling sources of groundwater contamination that will result in an exceedance in RGA groundwater of the MCL (or risk-based concentration for residential use of groundwater in the absence of an MCL).
- Prevent exposure to waste that exceeds target cumulative ELCRs and cumulative non-cancer HIs for the future excavation worker receptor. The acceptable cumulative risk levels for this RAO are defined as follows:
 - Waste: Cumulative ELCR < 1E-05 and cumulative HI ≤ 1 for a future excavation.
- Prevent exposure to contaminated soils that exceed target cumulative ELCRs and cumulative non-cancer HIs for the current and future industrial worker and future excavation worker receptors. The acceptable cumulative risk levels for this RAO are defined as follows:
 - Surface Soil: Cumulative ELCR < 1E-05 and cumulative HI ≤ 1 for a current and future industrial worker (considering default exposures in the Risk Methods Document).
 - Surface and Subsurface Soil: Cumulative ELCR < 1E-05 and cumulative HI ≤ 1 for a future excavation worker.
- Treat or remove PTW wherever practicable, consistent with 40 *CFR* § 300.430(a)(iii)(A).

BGOU Remedial (10 SWMUs)

Scope

The BGOU consists of the following 10 SWMUs.

- C-749: Uranium Burial Ground (SWMU 2)
- C-404: Low-Level Radioactive Waste Burial Ground (SWMU 3)
- C-747/748-B: Contaminated Burial Ground (SWMU 4)
- C-746-F: Burial Ground (SWMU 5)
- C-747-B: Burial Area (SWMU 6)
- C-747-A: Burial Ground and Burn Area (SWMUs 7 and 30)

- Residential/Inert Borrow Area/Old North-South Diversion Ditch Disposal Trench (SWMU 145)
- C-746-S: Residential Landfill (SWMU 9)⁵
- C-746-T: Inert Landfill (SWMU 10)⁵

Based on review of existing disposal records and sample data, the burial grounds contain various types of materials such as sanitary and/or hazardous waste; however, the known contents of each individual burial ground are specific to the material that was disposed of within the burial ground and are described in the specific CERCLA documents for each burial ground. Some of the burial grounds contain PTW that has released or may in the future release to soils and groundwater. Surface soil within BGOU SWMUs is being addressed by BGOU rather than Soils OU.

Additional Burial Grounds

Scope

This project includes the remaining burial grounds, as identified in Appendix 4 under Additional Burial Grounds. Currently there are two units identified: SWMU 472 and SWMU 520. The project scope includes the management, planning, assessments, CERCLA documents, RIs, final remedial actions per an approved ROD, and preparation of required completion documentation.

SURFACE WATER OPERABLE UNIT

The Surface Water Operable Unit (SWOU) is being implemented in a phased approach consisting of a series of sequenced remedial and removal actions designed to accomplish the following goals:

- (1) Prevent human exposure to contaminated sediments presenting an unacceptable risk to on-site workers and off-site recreational users of surface water;
- (2) Prevent or minimize further off-site migration of contaminated sediments and surface water;
- (3) Reduce, control, or minimize contaminant sources contributing to sediment and surface water contamination; and
- (4) Evaluate and select long-term solutions for off-site surface water contamination to protect recreational users and ecological receptors.

A series of actions already have been completed toward meeting these goals, as depicted in Figure 3.7. The previous actions are summarized in Appendix 1 (Actions Taken to Date).

The SWOU consists of the specific SWMUs and areas of concern (AOCs) identified in Appendix 4 (Source Area by Operable Unit), and includes the soils/sediments and storm water corresponding with the points of discharge from facility piping to ditches, outfalls and Bayou and Little Bayou Creeks. Metals, radionuclides, and PCBs are the likely contaminants of interest for the SWOU.

⁵ Previously closed under solid waste regulations (C-746-T closed on 2/9/95; C-746-S closed on 8/4/95).

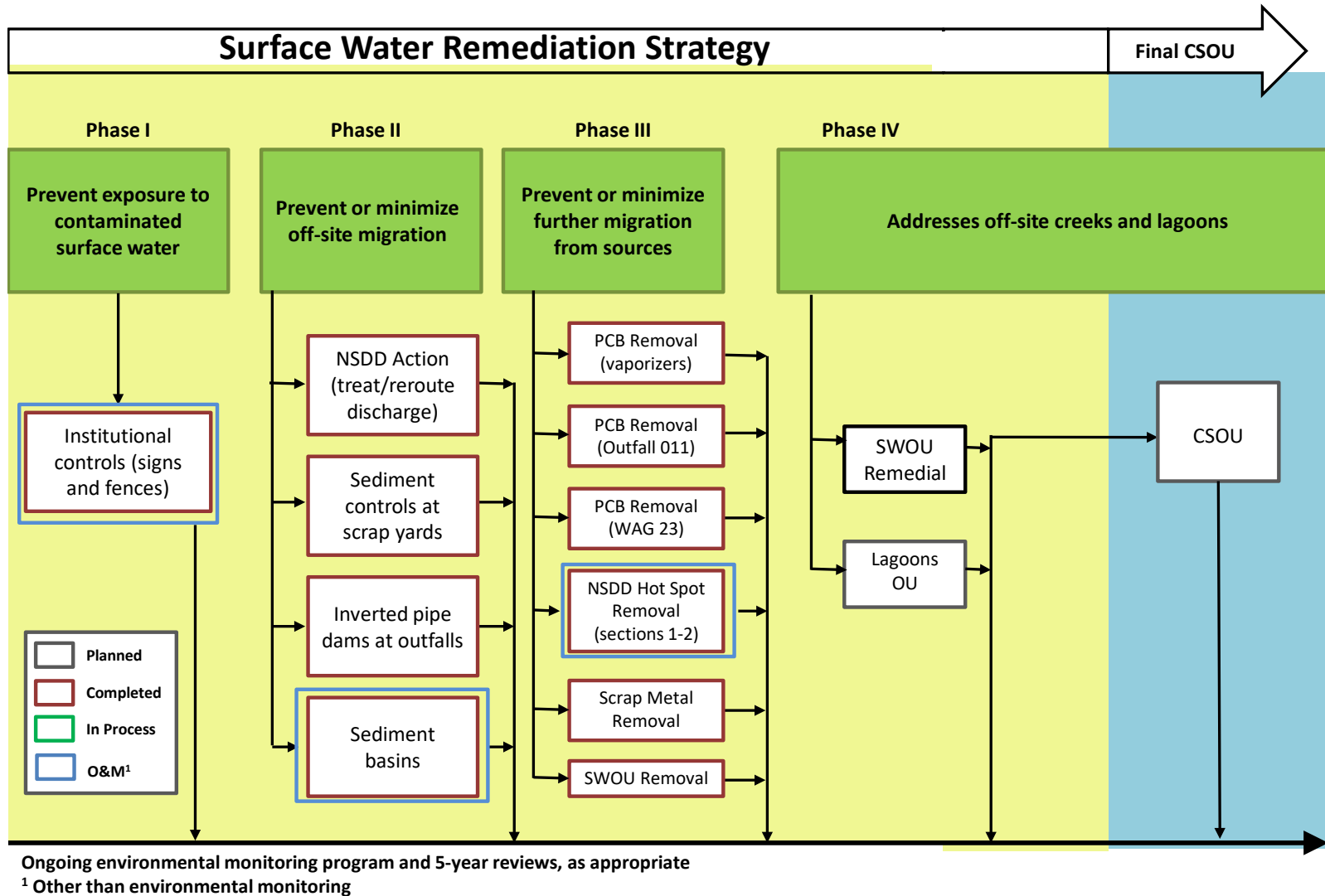


Figure 3.7. Surface Water Remediation Strategy

Surface Water Remedial Action

Scope

The scope of this project includes an RI and FS remedy selection and implementation of any necessary response actions for on- and off-site areas, including Bayou Creek; Little Bayou Creek; Outfalls 001, 002, 008, 009, 010, 011, 012, 013, 015, and 016 and associated internal ditches; and Sections 3, 4, and 5 of the North-South Diversion Ditch; as well as scoping for and completion of a baseline ecological risk assessment for PGDP. This OU also will address the five outfalls formerly identified in the Lagoons and Ditches OU (Outfalls 005, 006, 017, 019 and 020). The Surface Water Remedial Action includes evaluation of all areas with ditches from PGDP that drain to Bayou and Little Bayou Creeks to the Ohio River, including those areas previously addressed in the SWOU Removal Action. The timing and sequence of any remedial actions will require coordination with ongoing site activities, including Depleted Uranium Hexafluoride (DUF₆) operations to prevent recontamination and consideration of ongoing permitted discharges. The SWOU will address contaminated media (e.g., surface water and sediments) associated with ditches and creeks as part of the remedial action consistent with the NCP and EPA guidance. A final remedial action decision for the lagoons will be addressed as part of the Lagoons OU.

LAGOONS OPERABLE UNIT

Scope

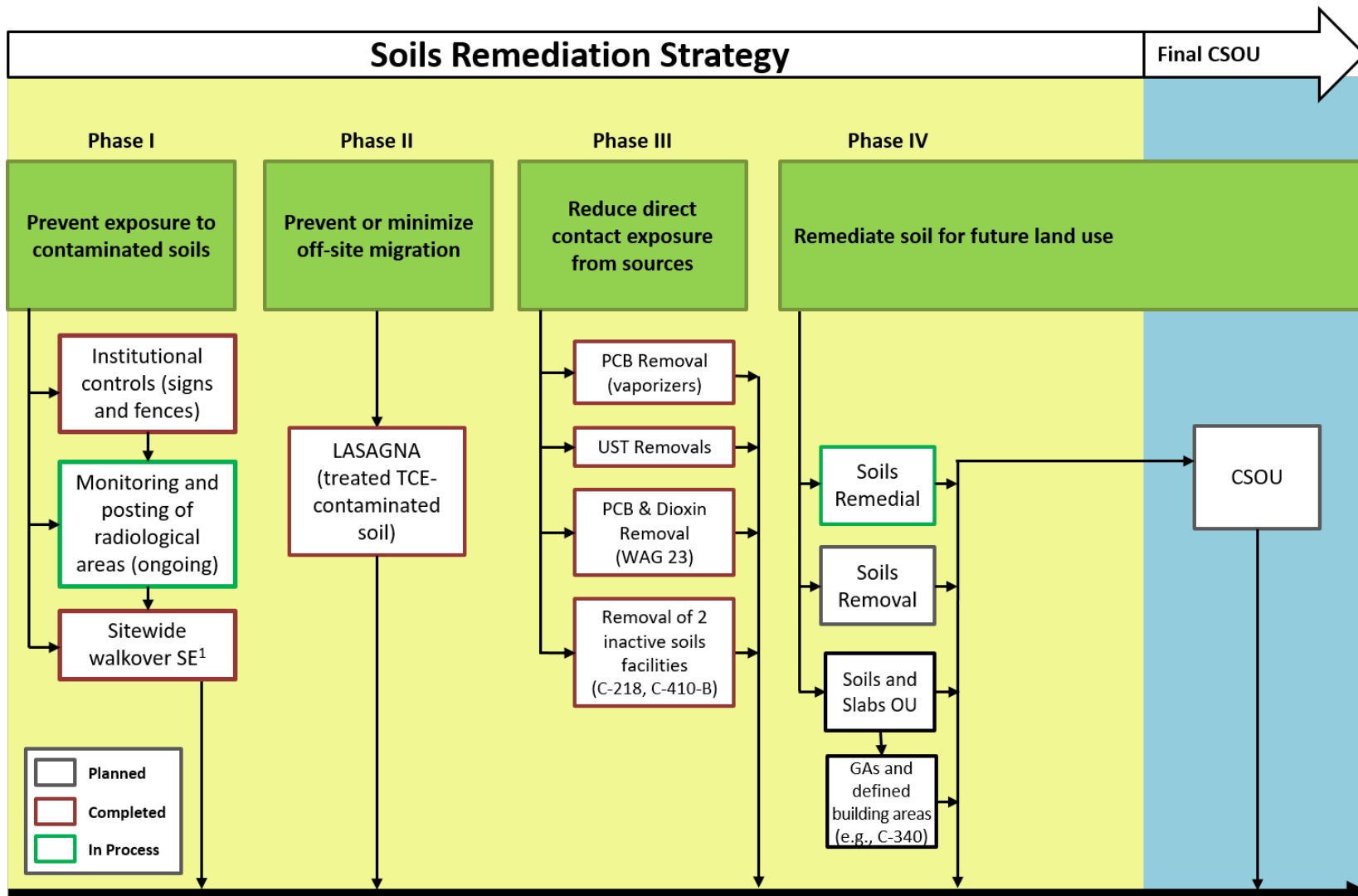
This OU consists of the specific SWMUs and AOCs identified in Appendix 4 (Source Area by OU). It includes both process and water treatment system lagoons and associated soils/sediments. This OU includes the lagoons identified in Appendix 4 under Lagoons OU. Currently, six lagoons are identified (SWMU 17, SWMU 18, SWMU 21, SWMU 22, SWMU 23, and SWMU 171). This OU will address the primary inputs to the outfalls to ensure no risk pathway will continue to contribute contamination to the PGDP outfalls once the remedial actions are completed. For example, the C-613 Sedimentation Basin will be addressed to the extent that no recontamination pathway exists. The project scope includes the management, planning, assessments, CERCLA documents, RIs, final remedial actions per an approved ROD, and preparation of required completion documentation.

SOILS OPERABLE UNIT

The Soils OU has been implemented in a phased approach consisting of remedial and removal actions to accomplish the following goals:

- Prevent human exposure to contamination presenting an unacceptable risk;
- Prevent or minimize further off-site migration; and
- Reduce, control, or minimize contaminated soil hot spots contributing to off-site contamination.

The original scope of the Soils OU consisted of 86 SWMUs/AOCs; three inactive facilities (SWMUs 181, SWMU 40, and SWMU 19); and the soil/rubble areas that have been identified to date. The scope of the removal action for two of the three inactive facilities has been completed, except excavation of contaminated soil at the C-403 Neutralization Tank (SWMU 40). SWMU 40 will be addressed as part of the C-400 OU Complex. The scope for the soil/rubble areas also has been completed. During the development of the RI/FS Work Plan/Report, it was determined that only 63 of the 86 SWMUs/AOCs included within the original scope could be addressed under this OU, based upon accessibility. Those SWMUs/AOCs identified as inaccessible will be addressed as part of the Soils and Slabs OU scope. Following the Time-Critical Removal Notification for SWMU 27, it was moved to the Soils and Slabs OU, leaving 62 SWMUs/AOCs to be addressed under this OU.



Ongoing environmental monitoring program and 5-year reviews, as appropriate

¹ See *Sitewide Evaluation Report for the Soils Operable Unit at the Paducah Gaseous Diffusion Plant, Paducah Kentucky, DOE/LX/07-1256&D2*

Figure 3.8. Soils Remediation Strategy

The Soils OU scope focuses on plant surface soils (ground surface to 10 ft bgs and 16 ft bgs in the vicinity of pipelines). Sequencing of the work will be determined based on OU-specific circumstances, as mutually agreed by the FFA parties.

A series of Soils OU actions has been completed to date (See Figure 3.8). These previous actions are summarized in Appendix 1 (Actions Taken to Date).

Soils OU Remedial Action

Scope

The scope of this project includes an RI and FS remedy selection, and implementation of any necessary response actions for the 62 SWMUs/AOCs listed in Appendix 4. Sites are included in this OU based on the expectation that they primarily pose a direct contact threat to on-site industrial workers and likely are not a migration threat to groundwater or surface water. The project has incorporated results from previous actions and sitewide evaluations/surveys. Results of the Soils OU RI will be used in scoping for and completion of the baseline ecological risk assessment conducted under the SWOU. It is noted that the boundaries for SWMU 216, which were investigated as part of the Soils OU RI, have been revised. As a result, conclusions for SWMU 216 in the RI report are not complete and will need to be addressed in a subsequent action.

Soils OU Removal Action

Scope

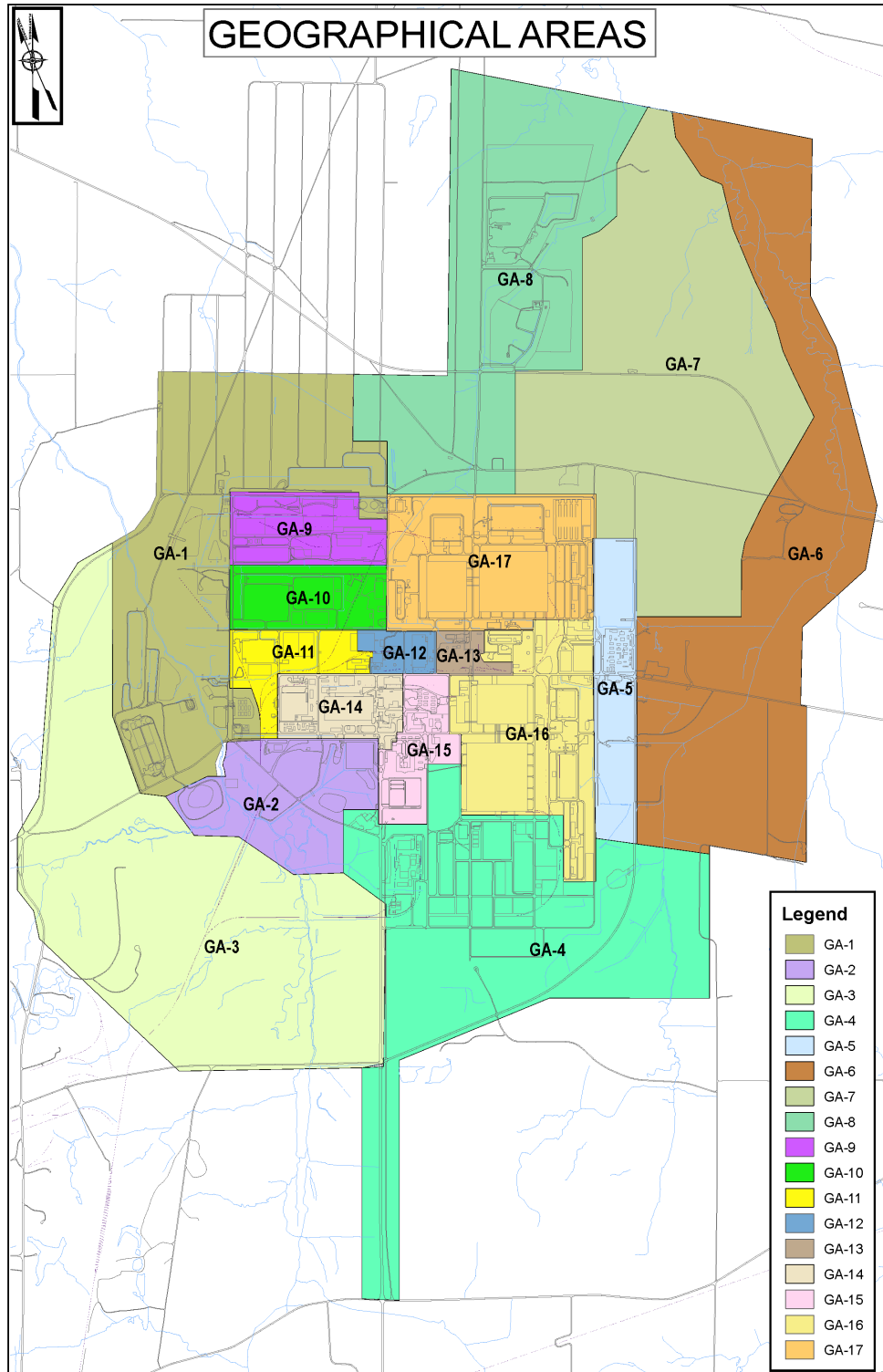
This project is contingent upon new sampling results of the RI or newly identified release information for the Soils OU Remedial Action. Scope will include addressing any of the Soils OU SWMUs/AOCs that warrant a removal action. SWMU 27 was the only soil SWMU/AOC that had been identified that required removal action.

SOILS AND SLABS OPERABLE UNIT

Scope

This OU includes the units identified in Appendix 4 Soils and Slabs OU. This OU also includes soil units that were determined to be inaccessible during development of the Soils OU RI/FS Work Plan/Report. Other units have been included in this OU for slabs and underlying soils for demolished facilities. The project scope includes the management, planning, assessments, CERCLA documents, RIs, final remedial actions per an approved ROD, and preparation of required completion closure documentation. Each unit in this OU will be evaluated through the CERCLA process. This OU will be segregated into multiple subprojects. The combination and number of units within each will be defined prior to implementation to take advantage of opportunities that may arise to address a limited subset of units.

For planning purposes, the property under control of DOE has been divided into 17 geographical areas (GAs) to assist in the focus of long-term planning efforts for DOE property (See Figure 3.9). GAs are boundaries established for the purpose of planning and evaluating areas for future use, deactivation and decommissioning, and remediation integration. No facilities or SWMUs/AOCs are located completely within GA 7. GA 6 does not contain any facilities that are expected to have any requirements for CERCLA evaluation; and GA 8 includes a minimal number of facilities associated with permitted landfill operations. For planning purposes, the Soils and Slabs OU is using these geographical divisions to plan and group the actions that will address the remaining balance of plant soils and slabs. Tunnels at PGDP that link buildings



Source: Site Management Plan, Paducah Gaseous Diffusion Plant, Paducah, Kentucky, Annual Revision—FY 2020, DOE/LX/07-2444&D2/R1

Figure 3.9. DOE Property Geographical Areas

together, slabs, and subgrade structures (i.e., utilities, Underground Radiological Material Areas) will be addressed within their applicable GA as part of the Soils and Slabs OU.

For those facilities (previously identified in Appendix 6 of the SMP) where the FFA parties have agreed, through consultation, to remove the aboveground structure outside of CERCLA, the concrete pad/soils associated with those facilities will be evaluated as part of their appropriate GA or OU. Facilities to be demolished outside of CERCLA, according to the provisions agreed to in the consultations packages, are listed in Table 3.1. Additionally, facilities identified in the Facility D&D OU with site evaluation (SE) reports that recommend the facility be demolished outside of CERCLA and concurred on or pending concurrence by EPA and KY, are included in Table 3.1. Table 3.2 lists facilities (previously listed in Table 3.1) that were agreed through consultation or SE reports that have been demolished outside of CERCLA.

Table 3.1. Facilities to Be Demolished Outside of CERCLA

Facility	Description	Date of Consultation Concurrence	Date of SE Report	Conclusion for Slab and Underlying Soils
C-100	Administrative Building	11/9/2021	N/A	SE for the underlying slab and soils*
C-101	Former Cafeteria	11/9/2021	N/A	SE for the underlying slab and soils*
C-102	Hospital	11/9/2021	N/A	SE for the underlying slab and soils*
C-200	Guard and Fire Headquarters	3/24/2021	N/A	Evaluation in GA 14
C-203	Emergency Vehicle Shelter	3/4/2021	N/A	Evaluation in GA 14
C-204	Disintegrator Building	N/A	6/15/2001 SWMU Assessment Report (SAR)	C-204 is SWMU 479 and was granted NFA by KY 6/3/2002.
C-205	Respirator Issue Facility	11/9/2021	N/A	Evaluation in GA 14
C-207	Fire Training Facility	10/19/2021	N/A	SE for the underlying slab and soils, including surrounding soils associated with the burn pan areas*
C-300	Central Control Building	11/9/2021	N/A	Evaluation in GA 15
C-301	Former Fire Training Building	11/9/2021	N/A	CERCLA evaluation (as part of SWMU 223) conducted under the Soils and Slabs Operable Unit
C-303	Supervisory Control and Data Acquisition System	3/4/2021	N/A	Evaluation in GA 15
C-320	Communication Building	3/4/2021	N/A	Evaluation in GA 15
C-350	Drying Agent Storage Building	N/A	2/18/2021	NFA (concurrence by EPA 3/10/2021; KY 3/19/2021)
C-400-A	Shed	5/11/2020	N/A	Evaluation as part of the C-400 Remedial Field Investigation
C-410-D	Fluorine Storage Building	3/4/2021	N/A	Evaluation in GA 13
C-410-K	Fluorine Facility	3/4/2021	N/A	Evaluation in GA 13
C-410-L	Quonset Hut	3/4/2021	N/A	Evaluation in GA 13

Table 3.1. Facilities to Be Demolished Outside of CERCLA (Continued)

Facility	Description	Date of Consultation Concurrence	Date of SE Report	Conclusion for Slab and Underlying Soils
C-531-2	Switchyard	9/1/2023	N/A	Facilities were discussed at an August 7, 2023, SMP scoping meeting; EPA and KY concurred with DOE's recommendation to remove the facilities outside of CERCLA via e-mail on 9/1/2023. This concurrence was based on a 3/13/2019 email agreement between DOE and KY, and a 7/19/2023 email from DOE that stated during 2019, KY had worked with EPA to ensure that there were no regulatory issues. Evaluation will be conducted under the Soils and Slabs OU.
C-533-2	Switchyard	9/1/2023	N/A	
C-535-2	Switchyard	9/1/2023	N/A	
C-537-2	Switchyard	9/1/2023	N/A	
C-601	Nitrogen Generator Building Addition	3/24/2021	N/A	Evaluation in GA 12
C-601-C	Steam Plant Fuel Oil Pump House	7/16/2021	N/A	Evaluation in GA 12
C-604	Utilities Maintenance Building	7/16/2021	N/A	Evaluation in GA 12
C-605	Substation Building	7/16/2021	N/A	Evaluation in GA 12
C-607	Emergency Air Compressor Generator Build	3/24/2021	N/A	Evaluation in GA 12
C-611-A	Building and Shop Storage	N/A	12/1/2021	SE Report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-A1	Activated Carbon Storage Facility	N/A	12/1/2021	NFA (concurrence by EPA and KY 12/21/2021)
C-611-B	Head House	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-B1	Polymer Feed System Enclosure	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-C	Flocculator Basin	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-F1	Secondary Coagulation Basin	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils.
C-611-F2	Secondary Coagulation Basin	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-F3	Feed Facility	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)

Table 3.1. Facilities to Be Demolished Outside of CERCLA (Continued)

Facility	Description	Date of Consultation Concurrence	Date of SE Report	Conclusion for Slab and Underlying Soils
C-611-H	Filter Building and Pump Station	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-J	Pump House (Settled Water)	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-P	Building—Pump House	N/A	8/26/2021	NFA (concurrence by EPA 9/21/2021; KY 9/21/2021)
C-611-Q	36" Raw Water Line Booster Station	3/24/2021	N/A	Evaluation in GA 8
C-611-S	Storage and Chlorine Facility	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-T	Booster Pump Station Plant Water	N/A	8/26/2021	NFA (concurrence by EPA 9/21/2021; KY 9/21/2021)
C-611-U	Softening Facility (West)	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-X	Softening Facility (East)	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-611-Z	Flocculator Basin	N/A	12/1/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA and KY 12/21/2021)
C-612	Northwest Plume Groundwater Treatment Facility	11/9/2021	N/A	Evaluation in GA 1, following agreement that the facility is no longer required to treat contaminated groundwater
C-615-H	Sewage Lift Station	10/19/2021	N/A	Evaluation in GA 17
C-631-1	Pump House	1/24/2023	N/A	Evaluation in Soils and Slabs OU
C-631-2	Cooling Tower	1/24/2023	N/A	Evaluation in Soils and Slabs OU
C-631-3	Fire Water Pump House	1/24/2023	N/A	Evaluation in Soils and Slabs OU
C-631-4	Blending Pump House	1/24/2023	N/A	Evaluation in Soils and Slabs OU
C-631-5	Blending Cooling Tower (West)	1/24/2023	N/A	Evaluation in Soils and Slabs OU
C-631-6	Blending Cooling Tower (East)	1/24/2023	N/A	Evaluation in Soils and Slabs OU
C-633-1	Pump House	4/4/2023	N/A	Evaluation in Soils and Slabs OU
C-633-2A	Cooling Tower (South)	4/4/2023	N/A	Evaluation in Soils and Slabs OU
C-633-2B	Cooling Tower (North)	4/4/2023	N/A	Evaluation in Soils and Slabs OU
C-633-3	Blending Pump House	4/4/2023	N/A	Evaluation in Soils and Slabs OU
C-633-4	Blending Cooling Tower (North)	4/4/2023	N/A	Evaluation in Soils and Slabs OU
C-633-5	Blending Cooling Tower (South)	4/4/2023	N/A	Evaluation in Soils and Slabs OU

Table 3.1. Facilities to Be Demolished Outside of CERCLA (Continued)

Facility	Description	Date of Consultation Concurrence	Date of SE Report	Conclusion for Slab and Underlying Soils
C-633-6	Sand Filter Building	4/4/2023	N/A	Evaluation in Soils and Slabs OU
C-635-1	Pump House	8/31/2022	N/A	Evaluation in Soils and Slabs OU
C-635-2	Cooling Tower	8/31/2022	N/A	Evaluation in Soils and Slabs OU
C-635-3	Blending Pump House	8/31/2022	N/A	Evaluation in Soils and Slabs OU
C-635-4	Blending Cooling Tower (North)	8/31/2022	N/A	Evaluation in Soils and Slabs OU
C-635-5	Blending Cooling Tower (South)	8/31/2022	N/A	Evaluation in Soils and Slabs OU
C-637-1	Pump House	6/22/2023	N/A	Evaluation in Soils and Slabs OU
C-637-2A	Cooling Tower (South)	6/22/2023	N/A	Evaluation in Soils and Slabs OU
C-637-2B	Cooling Tower (North)	6/22/2023	N/A	Evaluation in Soils and Slabs OU
C-637-3	Blending Pump House	6/22/2023	N/A	Evaluation in Soils and Slabs OU
C-637-4	Blending Cooling Tower (North)	6/22/2023	N/A	Evaluation in Soils and Slabs OU
C-637-5	Blending Cooling Tower (South)	6/22/2023	N/A	Evaluation in Soils and Slabs OU
C-637-6	Sand Filter Building	6/22/2023	N/A	Evaluation in Soils and Slabs OU
C-635-6	Recirculating Heat Utilization Pump House	7/16/2021	N/A	Evaluation in GA 17
C-710-A	Gas Cylinder Storage Building	3/4/2021	N/A	Evaluation in GA 15
C-711	Storage/Former Gas Manifold	3/4/2021	N/A	Evaluation in GA 15
C-720-D	Transformer Building	7/13/2021	N/A	Evaluation in GA 14
C-720-G	Warehouse	7/13/2021	N/A	Evaluation in GA 14
C-720-H	Warehouse	7/13/2021	N/A	Evaluation in GA 14
C-720-J	Air Lock	7/13/2021	N/A	Evaluation in GA 14
C-721	Gas Manifold Storage	3/4/2021	N/A	SE for the underlying slab and soils*
C-724-B	Carpenter Shop	N/A	3/18/2021	NFA (concurrence by EPA 3/25/2021; KY 4/12/2021)
C-724-C	Paint Shop	N/A	3/18/2021	RCRA facility investigation (RFI)/RI is necessary for the AOC 178 portion of the facility (concurrence by EPA 3/25/2021; KY 4/12/2021)
C-724-D	Lumber Storage Building	3/4/2021	N/A	Evaluation in GA 14
C-725	Paint Shop	N/A	6/23/2021	SE report requires RCRA facility investigation (CERCLA RI) for slab and underlying soils. (concurrence by EPA 7/29/2021; KY 8/20/2021)
C-727	90-Day Mixed Waste Accumulation Facility	5/25/2021	N/A	Evaluation in GA 16
C-729	Acetylene Building	N/A	2/18/2021	NFA (concurrence by EPA 3/10/2021; KY 3/18/2021)
C-730	Maintenance Service Building	7/16/2021	N/A	SE for the underlying slab and soils*
C-731	Railroad Repair Equipment Storage Building	3/4/2021	N/A	Evaluation in GA 14
C-740-B	Oil Drum Storage Shelter	7/13/2021	N/A	SE for the underlying slab and soils*
C-742	Cylinder Storage Building	7/13/2021	N/A	Evaluation in GA 14
C-742-B	Dry Agent Cylinder Storage Building	5/11/2020	N/A	Evaluation in GA 10
C-744	Material Handling Building	N/A	2/18/2021	NFA (concurrence by EPA 3/10/2021; KY 3/18/2021)
C-745-B1	Cylinder Storage Yard Office	2/7/2020	N/A	Evaluation in GA 10

Table 3.1. Facilities to Be Demolished Outside of CERCLA (Continued)

Facility	Description	Date of Consultation Concurrence	Date of SE Report	Conclusion for Slab and Underlying Soils
C-745-R1	Cylinder Changeout Building	7/16/2021	N/A	Evaluation in GA 4
C-746-A	North Warehouse	5/25/2021	N/A	Evaluation in GA 9
C-746-G	Building—Electrical Equipment Storage	3/4/2021	N/A	SE for the underlying slab and soils*
C-750	Garage	N/A	8/4/2021	RFI is necessary for the AOC 573 portion of the facility (concurrence by EPA 8/20/2021; KY 9/2/2021)
C-752-C	Off-site** Decontamination Facility	10/19/2021	N/A	Evaluation in GA 2; SAR 419 revision
C-753-A	Toxic Substances Control Act Waste Storage Building	N/A	4/18/2006 (Updated SAR)	C-753-A is SWMU 206. It is a regulated facility under the Toxic Substances Control Act and was granted an NFA by KY on 3/7/1997.
C-754-B	Low Level Waste Storage	11/9/2021	N/A	Evaluation in GA 16
C-755-A	Decontamination Building	10/19/2021	N/A	SE for the underlying slab and soils*
C-755-B	Changehouse Building	10/19/2021	N/A	Evaluation in GA 5
C-755-C	Sample Shipment/Storage Facility	10/19/2021	N/A	Evaluation in GA 5
C-757	Solid and Low-Level Waste Processing Facility	11/9/2021	N/A	SE for the underlying slab and soils*

*SE for the underlying slab and soils to be performed in concert with deactivation of the facility. Consultation package reflected that the slab would be added to Appendix 4 of the SMP; however, documentation has been included in Table 3.1.

**“Off-site” relates to the name of the facility and is not intended to imply a CERCLA off-site determination.

Table 3.2. Facilities (previously listed in Table 3.1) Demolished Outside of CERCLA

Facility	Description	Date of Consultation Concurrence	Date of SE Report	Conclusion for Slab and Underlying Soils
C-370-E	Former Historical Water Quality Monitoring Sampling Station—L10	12/16/2021	N/A	Facility was discussed at the December 2021 FFA Managers Meeting; EPA and KY concurred with DOE’s recommendation to remove the facility outside of CERCLA. Evaluation will be conducted as part of the SWOU Remedial Action. The aboveground portion of the building was demolished 6/28/2023.
C-615-O	Oil Control Building	3/24/2021	N/A	Evaluation in GA 11. The aboveground portion of the building was demolished 5/24/2023.

FACILITY D&D OPERABLE UNIT

For the Facility D&D OU under the SMP, this OU includes decommissioning activities as defined in the joint policy issued under a DOE and EPA Memorandum dated May 22, 1995, *Policy on Decommissioning DOE Facilities under CERCLA*.

Prior to shutdown of the GDP, a subproject of this OU consisted of 17 inactive facilities (15 small inactive facilities, C-340 Complex, and C-410/C-420 Complex). The completion of the C-410/C-420 Complex in FY 2016 marks the completion of the D&D OU Pre-GDP shutdown scope (“Paducah Federal Facility Agreement—Decontamination and Decommissioning Operable Unit Completion Notification Letter,” PPPO-02-3334049-16, dated April 11, 2016). Decommissioning of CERCLA facilities completed to date is summarized in Appendix 1 (Actions Taken to Date).

DOE is proceeding with deactivation work of the remaining facilities not operating to support DOE site activities. The joint policy issued under a DOE and EPA Memorandum dated May 22, 1995, *Policy on Decommissioning DOE Facilities under CERCLA*, establishes a framework for conducting of decommissioning of DOE facilities and provides guidance to EPA Regions and DOE Operations Offices on the use of CERCLA response authority to decommission DOE facilities. Key elements of the Policy provide for the following:

- DOE to conduct CERCLA removal SEs to determine whether a substantial threat of a release exists that warrants a CERCLA non-time-critical removal action (NTCRA) to protect public health, welfare, or the environment, unless the circumstances at the facilities make it inappropriate;
- DOE to consult with EPA in attempt to reach consensus on decisions regarding the use of CERCLA response actions; and
- Conducting demolition of facilities that pose a substantial release threat as CERCLA NTCRA.

The Policy states that DOE is required to conduct a removal SE in accordance with the NCP and the requirements of any interagency agreements (i.e., FFA). Section IX, (Site Evaluations) of the FFA requires that DOE conduct integrated SEs upon discovery of an area with potential or known release. The FFA further requires DOE to provide the removal SE Reports as part of the removal notification to EPA and KY for review and approval for NTCRAs.

For purposes of implementing this OU strategy, the “facilities” DOE will evaluate for inclusion in the Facility D&D OU will consist of those permanent structures supported by a concrete slab and/or foundation that have a history of industrial operations. To support this process, 681 DOE properties/structures listed on the PGDP Site Map (Rev. 6) were reviewed and underwent an evaluation to identify those properties/structures that met the above definition of “facilities” [See Appendix 8 (FY 2018/FY 2019 SMP)]. The following categories were established as a result of the evaluation.

- Industrial Facilities that DOE has determined pose a potential threat of release of hazardous substances to the environment that warrant demolition or a removal SE. These facilities are listed as part of the Facility D&D OU in Appendix 4.
- Administrative, nonindustrial, support facilities that have no potential for release and are not subject to a CERCLA response action under the FFA.

- Balance of Plant Facilities are those facilities that have undergone CERCLA determinations regarding a release or potential threat of release. Through consultation with the FFA parties, these facilities have been determined to not pose a threat of release and are listed in Table 3.1 or Table 3.2.

For those facilities that require a CERCLA response action, NTCRAs will be utilized for demolition, where warranted.⁶

For those industrial facilities in Appendix 4 that require a removal SE, DOE will submit a report within 120 days (or other time frame agreed to by the FFA parties) after completion of deactivation. The SE Report will document any known release or threat of any release from those buildings and the magnitude of the threat of release (i.e., whether there is a substantial threat of release). The SE Report shall state whether demolition of the facility should be conducted using a CERCLA NTCRA and will serve to designate any facility or portions thereof that are related to any identified release as a SWMU and/or AOC. If a facility was designated previously in its entirety as a SWMU/AOC requiring CERCLA Action, DOE may use the existing SE, update or conduct a new SE, or include the SE as part of the removal notification for the NTCRA.

Administrative, nonindustrial support facilities have been identified as having no potential for release. Consequently, these administrative, nonindustrial support facilities will not be included as part of the Facility D&D OU scope. DOE reviewed and evaluated the historical and current information to support the conclusion that these facilities do not pose a threat of release. DOE has documented those facilities and relevant information (e.g., description, historical and current use, year constructed) in a listing that has been placed into the administrative record file via the FY 2018/FY 2019 SMP as Appendix 8. These facilities are not required to be decommissioned under CERCLA. DOE will complete demolition of these administrative/support facilities under applicable laws, regulations, and DOE requirements. As agreed to by the FFA parties, no further consultation with the agencies under the FFA will be conducted for these facilities.

Because DOE is in the early stages of deactivation, the listing and categorization in the appendices will be updated to reflect the current status and information with each SMP update. For planning purposes, the Facility D&D OU is using the same geographical divisions described in the Soils and Slabs OU to plan and group the actions that will address the balance of plant facilities determined to be in the Facility D&D OU.

DOE anticipates that facilities in the C-400 complex will be the first of the large buildings to be demolished under the D&D Action Memorandum of the newly proposed cleanup strategy and be followed by the C-333 and C-337 Process Buildings. The remaining facilities will be sequenced to optimize cost and scheduled to support the site cleanup and will be coordinated with the FFA parties.

DUF₆ FOOTPRINT UNDERLYING SOILS OPERABLE UNIT

Scope

This OU includes the units identified in Appendix 4 under DUF₆ Footprint Underlying Soils OU. This OU currently has 3 SWMUs that are located beneath or immediately adjacent to the DUF₆ facility. These units existed prior to construction of the DUF₆ facility; as such, the scope of this OU is limited only to those SWMUs. The scope does not include D&D or remediation of the currently operating DUF₆ facility. The project is planned to occur after D&D of DUF₆ facility. The length of time that the facility will be required

⁶ The Facility D&D OU will employ the CERCLA removal action process to administer decommissioning activities of excess buildings (i.e., inactive with no reuse potential) that have a known or potential release of contamination to the environment. The 1995 DOE and EPA “Memorandum: Policy on Decommissioning DOE Facilities under CERCLA,” establishes that decommissioning activities will be conducted as NTCRAs, unless the circumstances at the facilities make it inappropriate.

to operate to process all of the cylinders for which DOE has disposition responsibility directly impacts the timing for completion of the DUF₆ OU and the follow-on CSOU.

The project scope includes the management, planning, assessments, CERCLA documents, RIs, final remedial actions per an approved ROD, and preparation of required completion closure documentation. Each unit in this OU will be evaluated through the CERCLA process.

FINAL COMPREHENSIVE SITE OPERABLE UNIT⁷

The final CSOU evaluation will occur following completion of the Facility D&D OU, Soils and Slabs OU, completion of the DUF₆ Footprint Underlying Soils OU, and completion of cleanup of each of the specific OUs (i.e., C-400 Complex OU, GWOU, SWOU, Lagoons OU, BGOU, and Soils OU). As final actions for SWMUs and GAs are completed, those SWMUs and GAs will be placed in the CSOU section of Appendix 4 of the SMP to ensure that the results of the completed action are accounted for in the overall CSOU evaluation. The final CSOU will maximize use of the relevant data from previous cleanup activities and document the residual contamination and risk. Circumstances may dictate additional field activities as a result of evaluating existing information; however, it is the assumption of DOE that any SWMUs or GAs entered into the CSOU will not require any additional response action. A work plan will compile and evaluate the existing information to determine if any data gaps exist related to conducting a sitewide evaluation. The RI will include a sitewide baseline human health and ecological risk assessment to evaluate residual risks and ensure all actions taken to date, when considered collectively, are protective of human health and the environment from a sitewide perspective. If the results of the final CSOU BRA conclude that overall protection of human health and the environment has been achieved, a final Proposed Plan and NFA ROD will be developed. If the BRA concludes that residual contamination still poses an unacceptable risk that exceeds the criteria established in Section XII of the FFA, a final FS will be developed, followed by a final Proposed Plan, ROD, and implementation of the final remedy. DOE intends to conduct necessary long-term monitoring to evaluate progress toward achieving RAOs. When no further response is appropriate and all the RAOs for all remedies have been achieved, PGDP will be eligible for deletion from the National Priorities List (NPL). It should be noted that partial NPL delisting may be pursued for eligible areas prior to the CSOU.

OTHER PROJECTS

CERCLA Waste Disposal Alternatives Operable Unit

Scope

The scope of this project is to evaluate disposal options for CERCLA waste that will be generated as a result of implementing removal and remedial actions for all of the OUs. The evaluation of disposal options will be conducted using the CERCLA remedial decision-making process. Accordingly, the scope of the RI/FS will be focused and tailored to the nature of this project (i.e., this is not a typical project where potential releases are investigated, evaluated, and remediated). Additionally, due to significant public interest in the project, frequent interactions with the public are expected throughout the project life cycle. The decision about whether to implement an on-site disposal facility will be documented in a ROD.

⁷ The FFA, as currently written, contemplates multiple CSOUs, consisting of those associated with integrator units (i.e., groundwater, surface water) and a final CSOU completed after issuance of all final RODs for the site. The FFA parties acknowledge that the scope description above is intended to reflect a single final CSOU to address all media, and a future FFA modification will address any inconsistencies between the FFA and SMP strategy.

The potential OSWDF, portions thereof, and/or related waste support facilities will be evaluated for designation as a Corrective Action Management Unit in accordance with 40 *CFR* § 264.552.

Emerging Contaminants

On December 19, 2019, EPA issued the *Interim Recommendations for Addressing Groundwater Contaminated with Perfluorooctanoic Acid and Perfluorooctanesulfonate* memorandum, as a priority action for federal cleanup programs under EPA's Per- and Polyfluoroalkyl Substances (PFAS) Action Plan. Aggressively addressing PFAS is an active and ongoing effort for EPA. DOE issued an internal memorandum, "Addressing Per- and Polyfluoroalkyl Substances at the Department of Energy" on September 16, 2021. DOE's memorandum provides guidance to appropriately characterize historic PFAS use and releases at DOE sites. DOE's efforts will focus on assessing aqueous film forming foam (AFFF) releases to the environment from fire suppression systems, fire-fighter training operations, and emergencies resulting in AFFF use; identifying other uses and incidents of disposal of PFAS; and conducting ongoing testing and monitoring for PFAS at levels exceeding established health advisory levels or regulatory limits. On October 26, 2021, DOE issued the letter "Response to Request for Status and Path Forward for the Department of Energy's Evaluation of Per- And Polyfluoroalkyl Substances at the Paducah Site," (PPPO-02-10015447-22) in response to EPA Region IV's recommendation that the FFA parties address PFAS as a sitewide emergent contaminant issue to document a sitewide Paducah Site PFAS SE under the FFA.

DOE's response, which is included in their October 2021 response letter, indicates that the recommendation for a sitewide Paducah Site PFAS sampling effort as part of the ongoing environmental monitoring program will proceed. DOE provided briefings on the sampling strategy in FY 2022 and incorporated input from EPA and KY. Sampling was completed in FY 2023.

The sampling for PFAS is part of a DOE-initiated screening assessment for the preliminary characterization of PFAS and is being conducted concurrent with DOE's routine environmental monitoring. The screening assessment includes the collection of PFAS data needed to perform an initial sitewide evaluation for the presence of PFAS in certain environmental media and in potable water from the Paducah Site water treatment plant. The DOE sampling plan and quality assurance plan worksheets identify the information to be obtained and the decision criteria to be used for responding to the question of whether certain environmental media and potable water pose a potential threat to human health that may require future evaluation under CERCLA at the Paducah Site. Upon completion of the screening assessment, the results will be documented in a report, projected for the 2nd quarter of FY 2024.

If cleanup under CERCLA becomes required, the FFA parties will work together to determine the appropriate path forward, consistent with regulatory obligations and DOE requirements and guidance. Interim actions may also be considered.

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APPENDIX 4

SOURCE AREA BY OPERABLE UNIT

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Solid Waste Management Units/Areas of Concern by Operable Unit

C-400 COMPLEX				
Operable Unit	Subproject	SWMU No.	Description	
C-400 Complex OU	C-400 Final Remedial Action	11	C-400 TCE Leak Site	
		40	C-403 Neutralization Tank slab and underlying soils	
		47	C-400 Technetium Storage Tank Area	
		98	C-400 Basement Sump	
		203	C-400 Discard Waste System slab and underlying soils	
		480	C-402 Lime House building slab and underlying soils	
		533	TCE Spill Site from TCE Unloading Operations at C-400	
		Five SWMUs (349, 350, 351, 352, and 353) within the C-400 Building are DMSAs that were designated as SWMUs under the Kentucky Hazardous Waste Management Permit pursuant to a DOE-KDEP Agreed Order (October 2003) and were not identified for action under the FFA. Ten other SWMUs within the C-400 Building (48, 49, 50, 51, 52, 53, 54, 383, 384, and 537) have been designated as no further action (NFA) and are listed in the NFA section of Appendix 4.		
GROUNDWATER				
GWOU	C-400 Interim Remedial Action	11	C-400 TCE Leak Site	
		533	TCE Spill Site from TCE Unloading Operations at C-400	
	Southwest Plume Sources	1	C-747-C Oil Land Farm	
		211 A	C-720 TCE Spill Site Northeast	
		211 B	C-720 TCE Spill Site Southeast	
	Dissolved-Phase Plumes	201	Northwest Groundwater Plume	
		202	Northeast Groundwater Plume	
		210	Southwest Groundwater Plume	
	Potential Additional Groundwater Sources	NA	This operable unit is being reserved for remaining sources to groundwater contamination that may be identified in the future	
	SURFACE WATER			
SWOU	SWOU Remedial Action	Removal Action	58	North-South Diversion Ditch (NSDD) (Outside) (includes KPDES 003)
			60	C-375-E2 Effluent Ditch (KPDES 002) ⁸
			61	C-375-E5 Effluent Ditch (KPDES 013) ⁸
			62	C-375-S6 SW Ditch (KPDES 009) ⁸
			63	C-375-W7 Oil Skimmer Ditch (KPDES 008 and KPDES 004)
			66	C-375-E3 Effluent Ditch (KPDES 010)
			67	C-375-E4 Effluent Ditch (C-340 Ditch) (KPDES 011)
			68	C-375-W8 Effluent Ditch (KPDES 015)
			69	C-375-W9 Effluent Ditch (KPDES 001)
			92	Fill Area for Dirt from the C-420 PCB Spill Site

⁸ The results of the Surface Water Operable Unit (SWOU) (On-Site) Site Investigation determined that there were no unacceptable levels of risk to current and anticipated future receptors that warranted inclusion of Solid Waste Management Unit (SWMU) 60 (Outfall 002), SWMU 168 (Outfall 012), or SWMU 102 (Paducah Gaseous Diffusion Plant storm sewer systems associated with C-333-A, C-337-A, C-340, C-535, and C-537). As a result, no action will be taken for these SWMUs as originally planned under the SWOU removal action. These SWMUs will be evaluated further as part of the SWOU remedial action. It also should be noted that during development of the Sampling and Analysis Plan for SWOU (On-Site) Removal Action, Outfall 009 and Outfall 013 were evaluated. This assessment of the outfalls, which included a review of historical data, indicated that Outfall 009 and Outfall 013 did not require an early action, and further assessment of Outfall 009 and Outfall 013 would be addressed during the Comprehensive Site Operable Unit (CSOU). Based upon current site strategy, Outfall 009 and Outfall 013 also will be addressed as part of the SWOU remedial action.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SURFACE WATER (CONTINUED)					
Operable Unit	Subproject		SWMU No.	Description	
SWOU	Removal Action	SWOU Remedial Action	97	C-601 Diesel Spill	
			102 B	Plant Storm Sewer associated with C-333-A, C-337-A, C-340, C-535, and C-537 ⁹	
			168	KPDES Outfall Ditch 012 ⁹	
			526	Internal Plant Drainage Ditches (includes KPDES 016) ¹⁰	
	SWOU Remedial Action			64	Little Bayou Creek
				65	Bayou Creek
				93	Concrete Disposal Area East of Plant Security Area
				105	Concrete Rubble Pile (3)
				106	Concrete Rubble Pile (4)
				107	Concrete Rubble Pile (5)
				108	Concrete Rubble Pile (6)
				109	Concrete Rubble Pile (7)
				113	Concrete Rubble Pile (11)
				129	Concrete Rubble Pile (27)
				175	Concrete Rubble Pile (28)
				185	C-611-4 Horseshoe Lagoon (includes KPDES 014)
				199	Big Bayou Creek Monitoring Station
				205	Eastern Portion of Yellow Water Line
				549	Dirt/Concrete Rubble Pile near Outfall 008
				550	Concrete Culvert Sections Located on the West Bank of the Ditch Leading to Outfall 001
		Others	Outfalls 017, 018, 019/020, and 526 and associated ditches		
LAGOONS					
Lagoons OU	Process Lagoons		17	C-616-E Sludge Lagoon	
			18	C-616-F Full-Flow Lagoon	
			171	C-617-B Lagoon (formerly identified as C-617-A in the 10/12/1992 SAR)	
	Water Treatment System Lagoons			21	C-611-W Sludge Lagoon
				22	C-611-Y Overflow Lagoon (includes KPDES 006)
				23	C-611-V Lagoon (includes KPDES 005)
BURIAL GROUNDS					
BGOU	BGOU Remedial (10 SWMUs)		2	C-749 Uranium Burial Ground	
			3	C-404 Low-Level Radioactive Waste Burial Ground	
			4	C-747 Contaminated Burial Ground	
			5	C-746-F Classified Burial Ground	
			6	C-747-B Burial Area	
			7	C-747-A Burial Ground	
			9	C-746-S Residential Landfill	
			10	C-746-T Inert Landfill	
			30	C-747-A Burn Area	
			145	Residential/Inert Landfill Borrow Area (P-Landfill)	
	Additional Burial Grounds			472	C-746-B Pad
520				Scrap Material West of C-746-A	

⁹ See footnote #8.

¹⁰ Kentucky Pollutant Discharge Elimination System (KPDES) Outfall 016, in its entirety, will be addressed as part of the SWOU Remedial Investigation.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SOILS			
Operable Unit	Subproject	SWMU No.	Description
Soils OU	Soils Remedial	1	C-747-C Oil Land Farm
		13	C-746-P Clean Scrap Yard ¹¹
		14	C-746-E Contaminated Scrap Yard
		15	C-746-C Scrap Yard ¹¹
		19	C-410-B HF Neutralization Lagoon
		26	C-400 to C-404 Underground Transfer Line ¹¹
		56	C-540-A PCB Waste Staging Area ^{11, 12}
		57	C-541-A PCB Waste Staging Area ¹¹
		76	C-632-B Sulfuric Acid Storage Tank
		77	C-634-B Sulfuric Acid Storage Tank ^{11, 13}
		80	C-540-A PCB Spill Site ¹¹
		81	C-541-A PCB Spill Site
		99 B	C-745 Kellogg Bldg. Site—Septic Tank/Leach Field
		138	C-100 Southside Berm
		153	C-331 PCB Soil Contamination (West)
		156	C-310 PCB Soil Contamination (West Side)
		158	Chilled-Water System Leak Site
		160	C-745 Cylinder Yard Spoils (PCB Soils)
		163	C-304 Bldg./HVAC Piping System (Soil Backfill)
		165	C-616-L Pipeline & Vault Soil Contamination
		169	C-410-E HF Vent Surge Protection Tank
		170	C-729 Acetylene Bldg. Drain Pits
		180	Outdoor Firing Range (WKWMA)
		181	Outdoor Firing Range (PGDP)
		194	McGraw Construction Facilities (South Side Leach Field Area)
		195	Curlee Road Contaminated Soil Mounds
		196	C-746-A Septic System
		200	Soil Contamination South of TSCA Waste Storage Facility
		204	Dykes Road Historical Staging Area ¹¹
		211 A	C-720 TCE Spill Site Northeast ¹¹
		212	C-745-A Radiological Contamination Area
		213	OS-02
		214	OS-03
215	OS-04		
216	OS-05 ¹⁴		
217	OS-06		
219	OS-08		
221	OS-10		
222	OS-11		
224	OS-13 ¹¹		
225 A	OS-14 ¹¹		

¹¹ These SWMUs/areas of concern (AOCs) were evaluated under Soils OU RI 2 and will be addressed by a subsequent Soils OU feasibility study.

¹² SWMUs 56 and 57 are located within, and will be addressed as part of, SWMUs 80 and 81, respectively.

¹³ This SWMU was evaluated as part of the Soils Operable Unit. The soils and underlying slabs associated with this SWMU will be addressed under the Soils and Slabs OU as part of post-GDP shutdown activities.

¹⁴ The boundaries for SWMU 216 were revised after the Soils OU RI was completed; as a result, the conclusions in the Soils OU RI Report for SWMU 216 are incomplete and will need to be addressed in a subsequent action.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SOILS (CONTINUED)			
Operable Unit	Subproject	SWMU No.	Description
Soils OU (Continued)	Soils Remedial (Continued)	225 B	Contaminated Soil Area near C-533-1 DMSA OS-14 ¹⁵
		227	OS-16
		228	OS-17
		229	OS-18 ¹⁵
		486	Rubble Pile WKWMA (approximately 116 ft off roadside)
		487	Rubble Pile WKWMA (approximately 483 ft off roadside)
		488	PCB Contamination Area by the C-410 Trailer Complex
		489	Septic Tank North of C-710 Laboratory
		492	Contaminated Soil Area Near Outfall 010
		493	Concrete Rubble Piles Near Outfall 001
		517	Rubble and Debris Erosion Control Fill Area
		518	Field South of C-746-P1 Clean Scrap Yard
		520	Scrap Material West of C-746-A
		531	Aluminum Slag Reacting Area (C-746-H4) near the C-746-A Facility
		541	Contaminated Soil Area South of Outfall 011
		561	Soil Pile I
		562	Soil Piles C, D, E, F, G, H, J, K, and P in subunit 1 north of Soil Pile I on the west bank of Little Bayou Creek
		563	Soil Piles 20, CC, and BW in subunit 4 north of outfall 012 west of Little Bayou Creek
564	Soil Pile AT in subunit 5 that consists of three soil areas on the east side of the NSDD north of the P-, S-, and T-Landfills		
565	Rubble Area KY-19 (along Bayou Creek north of C-611 Water Treatment Plant) ¹⁵		
567	Soil Pile K013 near Outfall 013, West of Little Bayou Creek		
SOILS AND SLABS			
Soils and Slabs OU		16	C-746-D Classified Scrap Yard
		20	C-410-E HF Emergency Holding Pond slab and underlying soils
		27	C-722 Acid Neutralization Tank
		28	C-712 Laboratory Equalization Tank slab and underlying soils
		31	C-720 Compressor Pit Water Storage Tank slab and underlying soils
		32	C-728 Clean Waste Oil Tanks slab and underlying soils
		33	C-728 Motor Cleaning Facility slab and underlying soils
		38	C-615 Sewage Treatment Plant slab and underlying soils
		41	C-410-C Neutralization Tank slab and underlying soils
		42	C-616 Chromate Reduction Facility slab and underlying soils
		55	C-405 Incinerator building slab and underlying soils
		70	C-333-A Vaporizer slab and underlying soils
		71	C-337-A Vaporizer slab and underlying soils
		74	C-340 PCB Transformer Spill Site
		75	C-633 PCB Spill Site

¹⁵ See footnote #11.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SOILS AND SLABS (CONTINUED)			
Operable Unit	Subproject	SWMU No.	Description
Soils and Slabs OU (Continued)		77	C-634-B-Sulfuric Acid Storage Tank slab and underlying soils
		78	C-420 PCB Spill Site
		79	C-611 PCB Spill Site
		82	C-531 Switchyard slab and underlying soils
		83	C-533 Switchyard slab and underlying soils
		84	C-535 Switchyard slab and underlying soils
		85	C-537 Switchyard slab and underlying soils
		86	C-631 Pumphouse and Cooling Tower Slabs and Associated Soils
		87	C-633 Pumphouse and Cooling Tower Slabs and Associated Soils
		88	C-635 Pumphouse and Cooling Tower Slabs and Associated Soils
		89	C-637 Pumphouse and Cooling Tower slab and underlying soils
		99 A	C-745 Kellogg Bldg. Site-Cylinder Yard
		135	C-333 PCB Soil Contamination (North Side)
		137	C-746-A Inactive PCB Transformer Sump Area ¹⁶
		154	C-331 PCB Soil Contamination (Southeast)
		155	C-333 PCB Soil Contamination (West)
		159	C-746-H3 Storage Pad slab and underlying soils
		161	C-743-T-01 Trailer Site (Soil Backfill)
		162	C-617-A Sanitary Water Line (Soil Backfill)
		166	C-100 Trailer Complex Soil Contamination (East Side)
		167	C-720 White Room Sump slab and underlying soils
		172	C-726 Sandblasting Facility slab and underlying soils
		176	C-331 RCW Leak Northwest Side
		177	C-331 RCW Leak East Side
		178	C-724-A Paint Spray Booth slab and underlying soils
		179	Plant Sanitary Sewer System
		192	C-710 Acid Interceptor Pit slab and underlying soils
		198	C-410-D Area Soil Contamination slab and underlying soils
		209	C-720 Compressor Shop Pit Sump slab and underlying soils
		211 B	C-720 TCE Spill Site Southeast
		218	OS-07 slab and underlying soils
		220	OS-09 slab and underlying soils
		223	OS-12 slab and underlying soils
		226	OS-15
		463	C-746-A East End Smelter slab and underlying soils
		464	C-746-A West End Smelter building slab and underlying soils
		469	C-745-J Yard
		470	C-746-V Yard
		474	West of Vortec Site
		477	C-340 Metals Plant building slab and underlying soils
		478	C-410/420 Feed Plant building slab and underlying soils
		482	C-415 Feed Plant Storage Building slab and underlying soils
		483	Nitrogen Generating Facilities slab and underlying soils

¹⁶ SWMU 137 was evaluated as part of the American Recovery and Reinvestment Act and the Soils OU. SWMU 137 will be addressed as part of Soils and Slabs OU.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

SOILS AND SLABS (CONTINUED)			
Operable Unit	Subproject	SWMU No.	Description
Soils and Slabs OU (Continued)		498	C-410/420 Sump at Column D & E-1&2 slab and underlying soils
		499	C-410/420 Sump at Column H-9&10 slab and underlying soils
		500	C-410/420 Sump at Column U-10&11 slab and underlying soils
		501	C-410/420 UF ₆ Scale Pit Sumps A&B slab and underlying soils
		502	C-410/420 Sump at Column U-9 slab and underlying soils
		503	C-410/420 Sump at Column G-1 slab and underlying soils
		504	C-410/420 Sump at Column L-10 slab and underlying soils
		505	C-410/420 Sump at Column A-3N slab and underlying soils
		506	C-410/420 Sump at Column Wa-9 slab and underlying soils
		507	C-410/420 Condensate Tank Pit slab and underlying soils
		508	C-410/420 Settling Basin slab and underlying soils
		509	C-410/420 Drain pit slab and underlying soils
		510	C-410/420 Sump at Column P&Q-2 slab and underlying soils
		511	C-410/420 Sump at Column Q&R-2 slab and underlying soils
		512	C-410/420 Sump at Column R-2 slab and underlying soils
		513	C-411 Cell Maintenance Room Sump slab and underlying soils
		522	C-340 Work Pit at Ground Floor Level (B-7—B-9) slab and underlying soils
		523	C-340 Metals Plant Pit at Ground Floor (F-6 to F-11) slab and underlying soils
		524	C-340 Pickling System Sump (B-10 to B-11) slab and underlying soils
		529	C-340 Powder Plant Sump at Ground Floor Level slab and underlying soils
571	C-602 Coal Storage Yard		
572	C-360 Toll Transfer and Sampling Building Slab and Underlying Soils		
573	C-750 Garage Slab and Underlying Soils and Associated Outside Areas		
574	C-709-A Acid Neutralization Vault		
DECONTAMINATION AND DECOMMISSIONING			
Facility D&D OU	Remaining D&D	The following SWMUs/AOCs or facilities may include multiple smaller facilities. A more detailed listing of facilities is included in the following table entitled "Detailed Facility D&D OU Facilities List." *Denotes facilities that have been identified as requiring a CERCLA NTCRA.	
		33*	C-728 Motor Cleaning Facility
		38*	C-615 Sewage Treatment Plant
		42*	C-616 Chromate Reduction Facility
		70*	C-333-A Vaporizer
		71*	C-337-A Vaporizer
		82*	C-531 Switchyard
		83*	C-533 Switchyard
		84*	C-535 Switchyard
		85*	C-537 Switchyard
		172*	C-726 Sandblasting Facility
		482*	C-415 Feed Plant Storage Building
		572*	C-360 Toll Transfer and Sampling Building

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

DECONTAMINATION AND DECOMMISSIONING (CONTINUED)			
Facility D&D OU (Continued)	Remaining D&D (Continued)	Other Buildings (non-SWMUs)	See Table "Detailed Facility D&D OU Facilities List." Process Building tie-lines and bridges will be included with the appropriate process building.
DUF₆ FOOTPRINT UNDERLYING SOILS			
DUF ₆ Footprint Underlying Soils OU		164	KPDES Outfall Ditch 017 Flume—Soil Backfill
		183	McGraw UST
		193	McGraw Construction Facilities (South Side Cylinder Yard Area, East of Hobbs Road)
FINAL COMPREHENSIVE SITE OPERABLE UNIT			
CSOU ^{17,18,19}	SWMU No.		Description
	8		C-746-K Inactive Sanitary Landfill
	59		NSDD (Inside)
	91		UF ₆ Cylinder Drop Test Area
	100		Fire Training Area
PERMITTED			
Permitted	SWMU No.		Description
	3		C-404 Low-Level Radioactive Waste Burial Ground ²⁰
	9		C-746-S Residential Landfill
	10		C-746-T Inert Landfill
	44		C-733 Hazardous Waste Storage Area
	46 A		C-746-Q Hazardous and Low-Level Mixed Waste Storage Facility ²¹
	207		C-752-A ER Waste Storage Bldg.
	208		C-746-U Solid Waste Contained Landfill

¹⁷ The FFA, as currently written, contemplates multiple CSOUs, consisting of those associated with integrator units (i.e., groundwater, surface water), and a final CSOU completed after issuance of all final RODs for the site. The FFA parties acknowledge that the scope description is intended to reflect a single CSOU to address all media, and a future FFA modification will be conducted to resolve any inconsistencies between the FFA and Site Management Plan strategy.

¹⁸ Historically, once an action has been completed for a particular SWMU whereby no additional active response actions are expected, such SWMUs have been placed in the CSOU for further evaluation; however, the FFA parties recognized the need to reach consensus on the criteria for assigning units to the CSOU. As a result, placement of SWMUs 8, 59, 91, and 100 in the CSOU is provisional pending the FFA parties reaching consensus on such criteria.

¹⁹ The scope of the GAs is sequenced to occur prior to the CSOU, and any actions taken under the GAs will be considered as part of the final CSOU.

²⁰ SWMU 3 was issued only a post-closure permit, was not permitted for construction and operation, and was not an engineered hazardous waste landfill.

²¹ The C-746-Q Facility also includes C-746-Q1.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION ²²		
SWMU No.	Description	NFA Approval By
12	C-747-A UF ₄ Drum Yard	FFA Managers Agreement—11/17/2011; FFA Managers Meeting, 4/12/2012 (Based on information presented at these meetings and on verbal agreement, KY agreed with DOE's assessment that SWMU 12 should be granted NFA status in a letter dated 4/24/2012.)
24	C-750-D UST	KDWM (UST Branch) 11/23/1999
25	C-750 1,000-gal Waste Oil Tank (UST)	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM (UST Branch) 6/20/1994
29	C-746-B TRU Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993
34	C-746-M PCB Waste Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993
35	C-337 PCB Waste Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993
36	C-337 PCB Waste Staging Area	EPA HSWA Class 1 Permit Mod 3/17/1993
37	C-333 PCB Waste Staging Area	EPA HSWA Class 1 Permit Mod 3/17/1993
39	C-746-B PCB Waste Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993
43	C-746-B Waste Chemical Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993; Closed after 1993
45	C-746-R Waste Solvent Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993; Closed after 1993
46	C-409 Hazardous Waste Pilot Plant ²³	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM (Mod #13) 9/26/1997
48	Gold Dissolver Storage Tank (DMSA C400-03)	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 7/8/2010
49	C-400-B Waste Solution Storage Tank	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM 9/26/1997
50	C-400-C Nickel Stripper Evaporation Tank	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM (Mod #13) 9/26/1997
51	C-400-D Lime Precipitation Tank	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM (ROC) 8/8/1994
52	C-400 Waste Decontamination Solution Storage Tanks	EPA HSWA Class 1 Permit Mod 3/17/1993
53	C-400 NaOH Precipitation Unit	EPA HSWA Class 1 Permit Mod 3/17/1993
54	C-400 Degreaser Solvent Recovery Unit	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 7/8/2010
72	C-200 Underground Gasoline Tanks	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM (UST C-200A; UST Branch) 11/23/1999

²² The FFA Parties agree that KDWM will serve as the sole agency for the review and comment on all SWMU assessment reports. The FFA Parties agree that, as a standard practice for waste management units (e.g., TSDs, SWMUs, and AOCs), KDWM's determination for NFA under both the RCRA permit (i.e., Kentucky Hazardous Waste Facility Permit, EPA HSWA Permit) and the FFA are accepted by all parties.

²³ Radiological contamination associated with the sump in this unit will be addressed under the D&D program for the C-409 Stabilization Building.

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
73	C-710 Underground Gasoline Tanks	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM (UST C-200A; UST C-710; UST Branch) 2/19/2002
90	C-728 Petroleum Naphtha Pipe (formerly identified as the C-720 Petroleum Naphtha Pipe or C-720 Underground Petroleum Naphtha Pipe in historical documents)	KDWM 1/14/2015
94	KOW Trickling Filter and Leach Field	KDWM Superfund Branch 1/15/2020
96	C-333 Cooling Tower Scrap Wood Pile	EPA HSWA Class 1 Permit Mod 3/17/1993
101	C-340 Hydraulic System	EPA and KDWM 4/2/2015
102 A	Plant Storm Sewer—between the south side of the C-400 Building and Outfall 008	EPA and KY via SW Plume ROD 3/16/2012; KDWM 1/14/2015
103	Concrete Rubble Pile (1)	EPA and KY via WAG 17 ROD 9/29/1997
104	Concrete Rubble Pile (2)	EPA and KY via WAG 17 ROD 9/29/1997
110	Concrete Rubble Pile (8)	EPA and KY via WAG 17 ROD 9/29/1997
111	Concrete Rubble Pile (9)	EPA and KY via WAG 17 ROD 9/29/1997
112	Concrete Rubble Pile (10)	EPA and KY via WAG 17 ROD 9/29/1997
114	Concrete Rubble Pile (12)	EPA and KY via WAG 17 ROD 9/29/1997
115	Concrete Rubble Pile (13)	EPA and KY via WAG 17 ROD 9/29/1997
116	Concrete Rubble Pile (14)	EPA and KY via WAG 17 ROD 9/29/1997
117	Concrete Rubble Pile (15)	EPA and KY via WAG 17 ROD 9/29/1997
118	Concrete Rubble Pile (16)	EPA and KY via WAG 17 ROD 9/29/1997
119	Concrete Rubble Pile (17)	EPA and KY via WAG 17 ROD 9/29/1997
120	Concrete Rubble Pile (18)	EPA and KY via WAG 17 ROD 9/29/1997
121	Concrete Rubble Pile (19)	EPA and KY via WAG 17 ROD 9/29/1997
122	Concrete Rubble Pile (20)	WAG 17 RI Work Plan
123	Concrete Rubble Pile (21)	EPA and KY via WAG 17 ROD 9/29/1997
124	Concrete Rubble Pile (22)	EPA and KY via WAG 17 ROD 9/29/1997
125	Concrete Rubble Pile (23)	EPA and KY via WAG 17 ROD 9/29/1997
126	Concrete Rubble Pile (24)	EPA and KY via WAG 17 ROD 9/29/1997
127	Concrete Rubble Pile (25)	EPA and KY via WAG 17 ROD 9/29/1997
128	Concrete Rubble Pile (26)	EPA and KY via WAG 17 ROD 9/29/1997

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
130	C-611 550-gal Gasoline UST	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD
131	C-611 50-gal Gasoline UST	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD 8/10/1998
132	C-611 2,000-gal Oil UST	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD 8/10/1998
133	C-611 (unknown size) Grouted UST	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD 8/10/1998
134	C-611 1,000-gal Diesel/Gasoline Tank	KDWM 12/6/1996 EPA and KY via WAG 1&7 ROD 8/10/1998
136	C-740 TCE Spill Site	EPA and KY via WAG 1&7 ROD 8/10/1998
139	C-746-A1 UST	KDWM 12/9/2005
140	C-746-A2 UST	KDWM 12/19/1996
141	C-720 Inactive TCE Degreaser	KDWM 8/11/1992; EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit
142	C-750-A 10,000-gal Gasoline Tank (UST)	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM 3/25/1999
143	C-750-B 10,000-gal Diesel Tank (UST)	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 3/25/1999
144	C-746-A Hazardous and Mixed Waste Storage Facility	EPA HSWA Class 1 Permit Mod 3/17/1993—Regulated by RCRA Permit; KDWM 10/10/2011
146	Concrete Rubble Pile (40)	EPA and KY via WAG 17 ROD 9/29/1997
147	Concrete Rubble Pile (41)	EPA and KY via WAG 17 ROD 9/29/1997
148	Concrete Rubble Pile (42)	EPA and KY via WAG 17 ROD 9/29/1997
149	Concrete Rubble Pile (43)	EPA and KY via WAG 17 ROD 9/29/1997
150	Concrete Rubble Pile (44)	EPA and KY via WAG 17 ROD 9/29/1997
151	Concrete Rubble Pile (45)	EPA and KY via WAG 17 ROD 9/29/1997
152	Concrete Rubble Pile (46)	EPA and KY via WAG 17 ROD 9/29/1997
157	KOW Toluene Spill Area	KDWM Superfund Branch 1/15/2020
173	C-746-A Trash-Sorting Facility	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 12/18/1992
174	C-745-K Low-Level Storage Area	EPA HSWA Class 1 Permit Mod 3/17/1993; KDWM 2/22/1993
182	Western Portion of Yellow Water Line	KDWM Superfund Branch 1/15/2020

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
184	Concrete Rubble Pile (29)	EPA and KY via WAG 17 ROD 9/29/1997
186	C-751 Fuel Facility	KDWM 10/20/1993
187	C-611 Septic System	KDWM 10/20/1993
188	C-633 Septic System	KDWM 10/20/1993
189	C-637 Septic System	KDWM 10/20/1993
190	C-337A Sewage Treatment Aeration Tank	KDWM 10/20/1993
191	C-333-A Sewage Treatment Aeration Tank	KDWM 10/20/1993
197	Concrete Rubble Pile (30)	EPA and KY via WAG 17 ROD 9/29/1997
206	C-753-A Toxic Substances Control Act Waste Storage Bldg.	KDWM 3/7/1997
208	C-746-U Solid Waste Contained Landfill	KDWM 3/7/1997
360	C-535	KDWM 1/4/2006
361	C-727-90 day	KDWM 8/28/2007
362	G-310-04	KDWM 8/28/2007
363	G-331-03	KDWM 6/29/2004
364	G-331-05	KDWM 6/29/2004
365	G-333-02	KDWM 5/12/2003
366	G-333-03	KDWM 5/12/2003
367	G-333-04	KDWM 5/12/2003
368	G-333-08	KDWM 6/29/2004
369	G-333-10	KDWM 5/12/2003
370	G-333-20	KDWM 5/12/2003
371	G-335-01	KDWM 1/4/2006
372	G-337-02	KDWM 9/11/2003
373	G-337-03	KDWM 9/11/2003
374	G-337-13	KDWM 9/11/2003
375	G-337-14	KDWM 9/11/2003
376	G-337-15	KDWM 9/11/2003
377	G-337-22	KDWM 1/4/2006
378	G-340-01	EPA and KDWM 4/02/2015
379	G-340-03	EPA and KDWM 4/02/2015
380	G-340-04	EPA and KDWM 4/02/2015
381	G-340-05	EPA and KDWM 4/02/2015
382	G-340-06	KDWM 8/28/2007
383	G-400-01	KDWM 5/12/2003
384	G-400-02	KDWM 5/12/2003
385	G-409-25	KDWM 5/12/2003
386	G-410-01	KDWM 8/28/2007
387	C-416-01	KDWM 8/28/2007
388	C-416 Decontamination Pad	KDWM 4/12/2004
389	G-533-01	KDWM 6/29/2004
390	G-535-02	KDWM 6/29/2004
391	G-537-01	KDWM 1/4/2006
392	G-540-A-01	KDWM 2/14/2006
393	G-540-A-1-02	KDWM 2/14/2006
394	G-541-A-01	KDWM 4/12/2004
395	G-600-01	KDWM 3/8/2007
396	G-611-U-01	KDWM 3/8/2007
397	G-612-01	KDWM 3/8/2007
398	G-612-02	KDWM 3/8/2007

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
399	G-612-A-01	KDWM 3/8/2007
400	G-635-01	KDWM 3/8/2007
401	G-710	KDWM 1/4/2006
402	G-710-04	KDWM 9/11/2003
403	G-710-20	KDWM 1/4/2006
404	G-710-24	KDWM 9/11/2003
405	G-720-22	KDWM 2/14/2006
406	G-743-T-17-01	KDWM 6/29/2004
407	G-743-T-17-02	KDWM 3/8/2007
408	G-745-B-01	KDWM 3/8/2007
409	G-745-T-01	KDWM 2/14/2006
410	G-746-G-01	KDWM 6/29/2004
411	G-746-G-1-01	KDWM 3/8/2007
412	G-746-G-2-01	KDWM 11/1/2004
413	G-746-G-3-01	KDWM 11/1/2004
414	G-746-F-01	KDWM 1/4/2006
415	G-746-S-01	KDWM 8/28/2007
416	G-746-X-01 (PCBs)	KDWM 3/8/2007
417	G-746-X-01 (Asbestos)	KDWM 3/8/2007
418	G-748-B-01	KDWM 6/29/2004
419	C-752-C Decontamination Facility	KDWM 8/28/2007; KDWM 4/22/2022
420	G-752-C-02	KDWM 3/8/2007
421	G-754-01	KDWM 1/4/2006
422	G-755-A-01, G-755-A-02, and G-755-A-03	KDWM 1/28/2004
423	G-755-C-01	KDWM 1/28/2004
424	G-755-T-07-01	KDWM 1/28/2004
425	G-755-T-08	KDWM 1/28/2004
426	G-755-T-2-3-01	KDWM 1/28/2004
427	G-755-T-3-1-01	KDWM 1/28/2004
428	G-755-T-3-2-01	KDWM 1/28/2004
429	S-310-04	KDWM 8/28/2007
430	S-331-02	KDWM 1/4/2006
431	S-333-12	KDWM 5/12/2003
432	S-335-09	KDWM 1/4/2006
433	S-337-11	KDWM 9/11/2003
434	S-340-01	EPA and KY 4/2/2015
435	S-409-100	KDWM 5/12/2003
436	S-409-20	KDWM 5/12/2003
437	S-409-40	KDWM 5/12/2003
438	S-409-60	KDWM 5/12/2003
439	S-409-80	KDWM 5/12/2003
440	S-410-05	KDWM 8/28/2007
441	S-540-A-2-01	KDWM 6/29/2004
442	S-612-01	KDWM 2/14/2006
443	S-709-01	KDWM 6/29/2004
444	S-709-02	KDWM 6/29/2004
445	S-710-05	KDWM 2/14/2006
446	S-710-06	KDWM 9/11/2003
447	S-710-09	KDWM 1/4/2006
448	S-710-16	KDWM 9/11/2003
449	S-710-18	KDWM 9/11/2003
450	S-710-32	KDWM 1/4/2006

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
451	S-710-41	KDWM 9/11/2003
452	S-710-44	KDWM 1/4/2006
453	S-710-46	KDWM 9/11/2003
454	S-743-T-17-01	KDWM 2/14/2006
455	S-755-T-16-01	KDWM 1/28/2004
456	S-755-T-16-02	KDWM 1/28/2004
457	S-755-T-16-03	KDWM 1/28/2004
458	S-755-T-2-3-01	KDWM 1/28/2004
459	S-755-T-3-1-01	KDWM 1/28/2004
460	S-755-T-3-2-01	KDWM 1/28/2004
461	S-755-T-3-2-02	KDWM 1/28/2004
462	S-755-T-3-2-03	KDWM 1/28/2004
465	Yard Rubble Pile and Crushate Storage Area (G-Yard)	KDWM 10/13/2009
466	South of Dyke Road, Pond Area	KDWM 8/17/2009
467	Concrete Cylinder Holders Storage Area on Western Kentucky Wildlife Management Area	KDWM 8/17/2009
468	Area Northwest of Outfall 015	KDWM 2/14/2006
471	Outside C-746-B South Storage Area	KDWM 8/17/2009
473	C-746-B Pad, West	KDWM 8/28/2007
475	C-745-G5-01 (Paint Enclosure)	KDWM 2/14/2006
476	Concrete Crusher	KDWM 2/14/2006
479	C-204 Disintegrator Building	KDWM 6/3/2002
481	C-410-A Hydrogen Holder	KDWM 4/2/2002
484	C-611-M Storage Tank	KDWM 8/30/2002
485	C-611-N Sanitary Water Storage	KDWM 2/18/2002
490	McGraw Fuel Facility Waste Oil Storage Tank	KDWM 12/21/2001
491	Mercury Spill at the C-611 Water Treatment Plant Vault	KDWM 3/22/2004
494	Ash Receiver Area in C-410/420	KDWM 6/3/2016; EPA 6/9/2016
495	C-410-I Ash Receiver Shed	KDWM 6/3/2016; EPA 6/9/2016
496	C-410 Fluorine/Hydrogen Filters (Northeast Mezzanine)	KDWM 6/3/2016; EPA 6/9/2016
497	C-410/420 F ₂ Cell Neutralization Room Vats	KDWM 6/3/2016; EPA 6/9/2016
514	C-340 Magnesium Fluoride Reject Silo	EPA and KY 4/2/2015
515	C-340 "Dirty" Dust Collection System	EPA and KY 4/2/2015
516	C-340 Derby Preparation Area Sludge Collection System	EPA and KY 4/2/2015
519	C-410 Sulfuric Acid Tank (C-634-B)	KDWM 1/10/2003
521	C-340 Saw System Degreaser	EPA and KY 4/2/2015
525	Concrete Water Tower Supports (KOW)	KDWM 8/28/2007
527	C-410 GSA/SAA at Column J-6	KDWM 8/28/2007
528	GSA/SAA at the Northwest corner of C-745-G3 Paint Enclosure	KDWM 2/14/2006
530	Soil and Debris Storage Area by C-745-T Yard	KDWM 3/8/2007
532	Photographic Solution Treatment Area in the C-102 Building	KDWM 5/21/2003
534	UST #18, within SWMU 193	KDWM (UST Branch) 12/4/2002
535	S-755-T08-01 (Satellite Accumulation Area at C-755, Trailer 8)	KDWM 2/14/2006
536	Concrete Truck Washout Area	KDWM 6/27/2002
537	S-400-001 (SAA Located Outside at the Southeast Corner of the C-400 Building)	KDWM 2/14/2006
538	S-MST-01-01 & S-MST-01-02 (Mobile Trailer 01)	KDWM 2/14/2006
539	S-MST-02-01 & S-MST-02-02 (Mobile Trailer 02)	KDWM 2/14/2006
540	S-MST-03-01 & S-MST-03-02 (Mobile Trailer 03)	KDWM 2/14/2006
542 A	G-746-B-01; S-746-B-01; S-746-B-02 (GSA/SAA's located outside C-746-A)	KDWM 1/28/2004

Solid Waste Management Units/Areas of Concern by Operable Unit (Continued)

NO FURTHER ACTION (CONTINUED)		
SWMU No.	Description	NFA Approval By
542 B	G-746-A-01; S-746-A-01; S-746-A-02 (GSA/SAA's located outside C-746-A)	KDWM 1/28/2004
543	T-746-S-01 (90-Day Storage Area)	KDWM 1/28/2004
544	T-752-C-01 (90-Day Storage Area)	KDWM 1/28/2004
545	C-755-T-22-01 and G-755-T-22	KDWM 1/28/2004
546	PGDP Post 67 Diesel Fuel Spill Area	KDWM 2/14/2006
547	PGDP Post 38 Diesel Spill Area	KDWM 2/14/2006
548	Staging Area for Concrete Piers, Wood and Rubble North Side of C-745-B Cylinder Yard	KDWM 8/28/2007
551	C-755-GSA-23 Located at C-755 near the East Fence Line	KDWM 8/28/2007
552	C-760 90-Day Accumulation Area	KDWM 3/8/2007
566	H-340-01	KDWM 12/02/2010
568	C-340 ST-90 Boxes	KDWM 12/02/2010
569	C-743-T-17 Sample Return Refrigerator	KDWM 5/24/2012
570	Sample Return Sealand	KDWM 5/24/2012

PENDING NO FURTHER ACTION DECISION	
SWMU No.	Description
	Reserved
SWMUs THAT WILL BE INVESTIGATED AND REMEDIATED BY THE U.S. ARMY CORPS OF ENGINEERS²⁴	
95	KOW Burn Area

CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act
 CSOU = Comprehensive Site Operable Unit
 D&D = decontamination and decommissioning
 EPA = U.S. Environmental Protection Agency
 ER = environmental remediation
 FFA = Federal Facility Agreement
 GDP = gaseous diffusion plant
 GSA = generator staging area
 HSWA = Hazardous and Solid Waste Amendments
 HVAC = heating, ventilating, and air-conditioning
 KDWM = Kentucky Division of Waste Management
 KOW = Kentucky Ordinance Works
 KPDES = Kentucky Pollutant Discharge Elimination System
 KY = Kentucky
 NFA = no further action
 NSDD = North-South Diversion Ditch
 NTCRA = non-time-critical removal action

OU = operable unit
 PCB = polychlorinated biphenyl
 PGDP = Paducah Gaseous Diffusion Plant
 RCW = recirculating cooling water
 RI = remedial investigation
 ROD = Record of Decision
 SAA = satellite accumulation area
 SAP = Sampling and Analysis Plan
 SAR = SWMU assessment report
 SWMU = solid waste management unit
 SWOU = Surface Water Operable Unit
 TBD = to be determined
 TCE = trichloroethene
 TSCA = Toxic Substances Control Act
 UST = underground storage tank
 WAG = waste area group
 WKWMA = West Kentucky Wildlife Management Area

²⁴ The Corps of Engineers accepted responsibility for the investigation/remediation of this SWMU in a letter dated March 13, 1996. EPA and Kentucky review/approval of the CERCLA documentation (not yet available) associated with this SWMU has not occurred.

Detailed Facility D&D OU Facilities List

Facility Number	Description	SWMU/AOC Number	Facility Status	Integrated Site Evaluation (SE) Complete	CERCLA NTCRA Required
Gaseous Diffusion Process Facilities and Process Building Tie Lines and Bridges					
C-310	Purge and Product Building	--	Deactivating	No	Pending SE
C-310-A	Product Withdrawal Building	--	Deactivating	No	Pending SE
C-315	Surge and Waste Building	--	Shutdown	No	Pending SE
C-331	Process Building	--	Shutdown	No	Pending SE
C-333	Process Building	--	Deactivating	No	Pending SE
C-333-A	Feed Vaporization Facility	70	Deactivating	8/24/1987	Yes
C-335	Process Building	--	Deactivating	No	Pending SE
C-337	Process Building	--	Deactivating	No	Pending SE
C-337-A	Feed Vaporization Facility	71	Shutdown	8/24/1987	Yes
C-310-335 ²⁵	Tie-Line	--	Deactivating	No	Pending SE
C-310-331-A	Bridge (Enclosed)	--	Deactivating	No	Pending SE
C-310-331-B	Tie-Line	--	Deactivating	No	Pending SE
C-315-331	Tie-Line	--	Deactivating	No	Pending SE
C-331-333-A	Bridge (Enclosed—300 ft)	--	Deactivating	No	Pending SE
C-331-333-B	Tie-Line (East)	--	Deactivating	No	Pending SE
C-331-333-C	Tie-Line (West)	--	Deactivating	No	Pending SE
C-331-335	Tie-Line	--	Deactivating	No	Pending SE
C-335-337-A	Bridge (Enclosed)	--	Deactivating	No	Pending SE
C-335-337-B	Tie-Line (North)	--	Deactivating	No	Pending SE
C-335-337-C	Tie-Line (South)	--	Deactivating	No	Pending SE
Process Support Facilities					
C-409	Stabilization Building	--	Operating	No	Pending SE
C-415	Feed Plant Storage	482	Operating	7/18/2001; under development	Re-evaluating SE
C-600	Steam Plant	--	Standby	No	Pending SE
Switchyards					
C-531-1	Switch House	82	Shutdown	8/24/1987	Yes
C-531-3A	Fire Valve House No. 1	82	Shutdown	8/24/1987	Yes
C-531-3B	Fire Valve House No. 2	82	Shutdown	8/24/1987	Yes
C-532	Relay House ²⁶	82	Standby	8/24/1987	Yes
C-533-1	Switch House ²⁶	83	Standby	8/24/1987	Yes
C-533-3A	Fire Valve House No. 1	83	Shutdown	8/24/1987	Yes
C-533-3B	Fire Valve House No. 2	83	Shutdown	8/24/1987	Yes
C-533-3C	Fire Valve House No. 3	83	Shutdown	8/24/1987	Yes
C-533-3D	Fire Valve House No. 4	83	Shutdown	8/24/1987	Yes
C-535-1	Switch House	84	Deactivating	8/24/1987	Yes
C-535-3A	Fire Valve House No. 1	84	Shutdown	8/24/1987	Yes
C-535-3B	Fire Valve House No. 2	84	Shutdown	8/24/1987	Yes
C-535-4	Test Shop (Maintenance Office)	84	Shutdown	8/24/1987	Yes
C-536	Relay House	84	Shutdown	8/24/1987	Yes

²⁵ The C-310-335 Tie-Line intersects with the C-331-335 Tie-Line and, as a result, the C-310-335 Tie-Line is not listed separately in the facilities information management system.

²⁶ These facilities have “Standby” status designation until the DOE Excess Screening process is complete. Once approval is received, these facilities will receive a status of “Deactivating” or “Shutdown” because the facility no longer will be maintained for future use.

Detailed Facility D&D OU Facilities List (Continued)

Facility Number	Description	SWMU/AOC Number	Facility Status	Integrated Site Evaluation (SE) Complete	CERCLA NTCRA Required
Switchyards (Continued)					
C-537-1	Switch House	85	Deactivating	8/24/1987	Yes
C-537-3A	Fire Valve House No. 1	85	Shutdown	8/24/1987	Yes
C-537-3B	Fire Valve House No. 2	85	Shutdown	8/24/1987	Yes
C-537-3C	Fire Valve House No. 3	85	Shutdown	8/24/1987	Yes
C-537-3D	Fire Valve House No. 4	85	Shutdown	8/24/1987	Yes
C-537-4	Test Shop	85	Shutdown	8/24/1987	Yes
C-540-A	Oil Pump House	83	Shutdown	8/24/1987	Yes
C-541-A	Oil Pump House	84	Shutdown	8/24/1987	Yes
Cooling Towers²⁷					
Phosphate (Former Chromate) Reduction System Facilities					
C-616-A	Chemical Feed Building	42	Standby	12/18/1991	Yes
C-616-B	Clarifier-East	42	Standby	12/18/1991	Yes
C-616-C	Lift Station	42	Operating	12/18/1991	Yes
C-616-D	Sludge Vault and Valve Pit	42	Operating	12/18/1991	Yes
C-616-H1	Ferrous Sulfate Storage Tank (East)	42	Standby	12/18/1991	Yes
C-616-H2	Ferrous Sulfate Storage Tank (West)	42	Standby	12/18/1991	Yes
C-616-J	Reduction Tank (East)	42	Standby	12/18/1991	Yes
C-616-K	Service Building	42	Standby	12/18/1991	Yes
C-616-L	Effluent Control Vault	42	Standby	12/18/1991; under development	Re-evaluating SE
C-616-M	Clarifier (West)	42	Standby	12/18/1991	Yes
C-616-N	Reduction Tank (West)	42	Standby	12/18/1991	Yes
C-616-P	Sludge Vault and Valve Pit	42	Operating	12/18/1991	Yes
Sewage System and Water Treatment Ancillary Facilities					
C-611-A	Building and Shop Storage	--	Operating	12/1/2021	No ²⁸
C-611-A1	Activated Carbon Storage Facility		Operating	12/1/2021	No
C-611-B	Head House	--	Operating	12/1/2021	No ²⁸
C-611-B1	Polymer Feed System Enclosure	--	Operating	12/1/2021	No ²⁸
C-611-C	Flocculator Basin	--	Operating	12/1/2021	No ²⁸
C-611-F1	Secondary Coagulation Basin	--	Operating	12/1/2021	No ²⁸
C-611-F2	Chemical Feed Building for C-611-F1		Operating	12/1/2021	No ²⁸
C-611-F3	Feed Facility		Operating	12/1/2021	No ²⁸
C-611-H	Filter Building and Pump Station	--	Operating	12/1/2021	No ²⁸
C-611-J	Pump House (Settled Water)	--	Operating	12/1/2021	No ²⁸
C-611-P	Building-Pump House	--	Standby	8/26/2021	No
C-611-S	Storage and Chlorine Facility		Operating	12/1/2021	No ²⁸

²⁷ Facilities associated with the cooling towers have undergone consultation. Consultation for the C-631, C-633, C-635, and C-637 pumphouses and cooling towers was completed 1/9/2023, 4/3/2023, 8/29/2022, and 6/22/2023, respectively, and concurrence received 1/24/2023, 4/4/2023, 8/31/2022, 6/22/2023, respectively. The aboveground structures of the facilities associated with the C-631, C-633, C-635, and C-637 pumphouses and cooling towers were agreed to be demolished outside of CERCLA; the concrete pad and/or soils associated with those facilities (SWMUs 86, 87, 88, and 89) will be evaluated as part of the Soils and Slabs OU. The C-631, C-633, C-635, and C-637 facilities were removed from the Facilities D&D OU List and have been listed in Table 3.1.

²⁸ SE requires investigation of slab and underlying soils, prior to AOC/SWMU determination. Timing of the SE will be incorporated into baseline and will be conducted as part of the GA.

Detailed Facility D&D OU Facilities List (Continued)

Sewage System and Water Treatment Ancillary Facilities (Continued)					
C-611-T	Booster Pump Station Plant Water ²⁹	--	Shutdown	8/26/2021	No
C-611-U	Softening Facility (West)	--	Operating	12/1/2021	No ³⁰
C-611-X	Softening Facility (East)	--	Operating	12/1/2021	No ³⁰
C-611-Z	Flocculator Basin	--	Operating	12/1/2021	No ³⁰
C-615-A	Primary Settling Tank/Catch Basin	38	Operating	8/24/1987	Yes
C-615-B	Final Settling Tank/Catch Basin	38	Operating	8/24/1987	Yes
C-615-C	Sewage Plant Monitoring Building	38	Operating	8/24/1987	Yes
C-615-D	Digester	38	Operating	8/24/1987	Yes
C-615-E	Trickling Filter	38	Operating	8/24/1987	Yes
C-615-F	Dry Bed for Trickling Filter	38	Operating	8/24/1987	Yes
Process Laboratory and Maintenance Facilities					
C-709	Plant Laboratory Annex	--	Operating	No	Pending SE
C-710	Technical Services Building/Lab	--	Operating	No	Pending SE
C-720	Maintenance and Storage Building	--	Operating	No	Pending SE
C-720-A	Compressor Shop Addition	--	Standby	No	Pending SE
C-720-B	Machine Shop Addition	--	Standby	No	Pending SE
C-720-C	Converter Shop Addition	--	Operating	No	Pending SE
C-720-C1	Paint Shop	--	Operating	No	Pending SE
C-720-E	Change House Addition	--	Operating	No	Pending SE
C-720-K	Instrument Shop Addition	--	Operating	No	Pending SE
C-724-A	Carpenter Shop Annex	--	Operating	No	Pending SE
C-724-B	Carpenter Shop	--	Operating	3/18/2021	No
C-724-C	Paint Shop	178	Operating	1/25/1993; 3/18/2021	No
C-725	Paint Shop	--	Operating	7/13/2021	No ³⁰
C-726	Sandblast Building	172	Shutdown	10/29/1992; under development	Re-evaluating SE
C-728	Motor Cleaning Facility	33	Standby	6/2/2015; under development	Re-evaluating SE
Gaseous Diffusion Plant Support Facilities					
C-350	Drying Agent Storage Building	--	Deactivating	2/18/2021	No
C-360	Toll Transfer and Sampling Building	572	Shutdown	6/2/2021	Yes
C-360-A	Toll Transfer and Sampling Building Annex	--	Operating	No	Pending SE
C-606	Coal Crusher Building	--	Shutdown	3/18/2021	Yes
C-620	Air Compressor Room	--	Standby	No	Pending SE
C-729	Acetylene Building	--	Shutdown	2/18/2021	No
C-744	Material Handling Building	--	Operating	2/18/2021	No
C-750	Garage	573	Operating	8/4/2021	No

AOC = area of concern

D&D = Decontamination and Decommissioning

CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act

NTCRA = non-time-critical removal action

SE = site evaluation

SWMU = solid waste management unit

Operating—Facility is currently in use supporting U.S. Department of Energy mission activities.

Standby—Facility is currently not in use but may be utilized to support future U.S. Department of Energy mission activities.

Shutdown—Facility is not being maintained for future use and is awaiting disposition (excess property determination is pending).

Deactivating—Interim process where stabilization and deactivation activities have been initiated and are ongoing.

²⁹ This facility will no longer be used for pumping water; however, it may be used by Fire Services in an emergency situation to fill the C-631 Basin.

³⁰ SE requires investigation of slab and underlying soils, prior to AOC/SWMU determination. Timing of the SE will be incorporated into baseline and will be conducted as part of the GA.

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APPENDIX 5

ENFORCEABLE TIMETABLES AND DEADLINES; PLANNING DATES WITH LONG-TERM TARGETS

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Enforceable Timetables and Deadlines; Planning Dates with Long-Term Targets

Project/ Subproject	Deliverable	Enforceable Timetable and Deadlines ¹		Planning Dates with Long-Term Targets for Decision Documents ²	Comments
		FY 2024– FY 2026	Out-Year		
Groundwater Operable Unit (GWOU)/ Dissolved-Phase Plumes	Northwest Plume Technical Memorandum or Explanation of Significant Differences	1/29/2024			
	D1 Remedial Action Work Plan (RAWP) or Addendum to the RAWP for NW Plume Interim Remedial Action Optimization	6/2/2024			
C-400 Complex Operable Unit (OU)/ C-400 Final Remedial Action	C-400 Complex OU Work Plan Addendum	3/22/2024			
	Field Start	11/11/2024			
	C-400 Complex Remedial Investigation Addendum	6/16/2025			
	D1 Feasibility Study (FS)	4/13/2026			
C-400 Complex OU/ C-400 Final Remedial Action	D1 Proposed Plan		1 st Quarter 2029		Milestones for C-400 Final Remedial Action represent a contingent schedule if the Environmental Media Proposed Plan and ROD are not proceeding as anticipated.
	D1 Record of Decision (ROD)		3 rd Quarter 2029		
	D1 Remedial Design Work Plan		4 th Quarter 2029		
	D1 Remedial Design Report (90% Design)		4 th Quarter 2030		
	D1 Remedial Action Work Plan		4 th Quarter 2030		
	Remedial Action Field Start			1 st Quarter 2031	
	D1 Remedial Action Completion Report			4 th Quarter 2037	
Environmental Media [Soils OU, Burial Grounds Operable Unit (BGOU), Surface Water Operable Unit (SWOU), Lagoons OU, Soils and Slabs OU, etc.]	D1 Proposed Plan		1 st Quarter 2029		Environmental Media Proposed Plan will have a supplemental attachment covering the nine criteria evaluation for the media-specific scope not covered in the C-400 Complex OU scope/FS.
	D1 ROD		3 rd Quarter 2029		
	D1 Remedial Design Work Plan			4 th Quarter 2029	
	D1 Remedial Design Report (90% Design)			4 th Quarter 2030	
	D1 Remedial Action Work Plan		4 th Quarter 2030		
	Remedial Action Field Start			1 st Quarter 2031	
	D1 Remedial Action Completion Report			4 th Quarter 2037	

Enforceable Timetables and Deadlines; Planning Dates with Long-Term Targets (Continued)

Project/ Subproject	Deliverable	Enforceable Timetable and Deadlines ¹		Planning Dates with Long-Term Targets for Decision Documents ²	Comments
		FY 2024– FY 2026	Out-Year		
Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Waste Disposal Alternatives	D1 Remedial Investigation (RI)/FS Addendum			4 th Quarter 2027	
	D1 Proposed Plan		3 rd Quarter 2028		D1 Proposed Plan is submitted 45 days after the U.S. Environmental Protection Agency (EPA) and the Commonwealth of Kentucky (KY) approval of the FS. ³ The Proposed Plan is submitted for public comment within two weeks of approval.
	D1 ROD		3 rd Quarter 2029		D1 ROD is submitted 30 days after close of public comment period on the Proposed Plan [Federal Facility Agreement (FFA) Section XIV.D].
	D1 Remedial Design Work Plan		3 rd Quarter 2030		
	D1 Remedial Design Report			3 rd Quarter 2030	FFA schedule logic has been modified to account for the complexity of the project.
	D1 Remedial Action Work Plan			3 rd Quarter 2031	FFA schedule logic has been modified to account for the complexity of the project.
	D1 Interim Remedial Action Completion Report			4 th Quarter 2035	The D1 Interim Remedial Action Completion Report is a post-construction report to be issued prior to the start of operations. A D1 Final Remedial Action Completion Report will be issued when operations cease and closure has been completed.

Enforceable Timetables and Deadlines; Planning Dates with Long-Term Targets (Continued)

Project/ Subproject	Deliverable	Enforceable Timetable and Deadlines ¹		Planning Dates with Long-Term Targets for Decision Documents ²	Comments
		FY 2024– FY 2026	Out-Year		
BGOU	BGOU Remedial Action Completion Report		12/31/2046		Out-year enforceable date is a legacy date, and is kept in SMP until new strategy is agreed.
GWOU	D1 Interim Remedial Action Completion Report		9/30/2048		Out-year enforceable date is a legacy date, and is kept in SMP until new strategy is agreed.
Soils OU	D1 Remedial Action Completion Report		12/31/2044		Out-year enforceable date is a legacy date, and is kept in SMP until new strategy is agreed.
Facility D&D OU ⁴	D1 Engineering Evaluation/Cost Analysis		3 rd Quarter 2028		Decision 2029 D&D is intended to encompass all subprojects in this table.
	D1 Action Memorandum		3 rd Quarter 2029		FFA schedule logic has been modified to account for the complexity of the project.
	D1 Removal Action Work Plan		3 rd Quarter 2030		Exact details on how plans will be grouped will be determined in the future.
SWOU	D1 Remedial Action Completion Report		9/30/2058		Out-year enforceable date is a legacy date, and is kept in SMP until new strategy is agreed.

Enforceable Timetables and Deadlines; Planning Dates with Long-Term Targets (Continued)

Other FFA Planning Dates					
Subproject	Deliverable	Enforceable Timetable and Deadlines ¹		Planning Dates with Long-Term Targets for Decision Documents ²	Comments
		FY 2024–FY 2026	Out-Year		
N/A	D1 Five-Year Review (2023) (Fifth Synchronized Review)			7/16/2023	This is a statutorily required document that must be approved by 6/4/2024. EPA and KY identified additional actions and deferred protectiveness for Northwest Plume Interim Remedial Action, the Northeast Plume Interim Remedial Action, Water Policy Removal Action, and the Fire Training Interim Remedial Action (SWMU 100) during the calendar year (CY) 2018 Five-Year Review that will be addressed as part of the CY 2023 Five-Year Review.
N/A	D1 Five-Year Review (2028) (Sixth Synchronized Review)			7/16/2028	This is a statutorily required document that must be approved by 6/4/2029.

¹ Enforceable Timetables and Deadlines are based on the planning scope contained in Appendix 3 and DOE assumptions regarding funding levels. Approval of the Site Management Plan (SMP) planning scope does not constitute decision making for the response actions described in this table.

² Not enforceable dates. These planning dates are internal US. Department of Energy (DOE) dates used for planning purposes only. The parties further agree that DOE can adjust the planning dates as part of the annual SMP update without having to submit an official request or justify “good cause” in accordance with Section XXIX of the FFA. Note that quarters listed are for FY.

³ Assumes that final approval is received on the D2 document.

⁴ A removal action report, which is a secondary document under the FFA, will be completed for each facility or groups of facilities contained within the Facility D&D OU, using the outline and content that was developed and agreed to by the FFA Managers in April 2010.

D&D = decontamination and decommissioning

FY = fiscal year

GA = geographical area

N/A = not applicable

SWMU = solid waste management unit

APPENDIX 6

FACILITIES UNDERGOING CERCLA DETERMINATION

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FACILITIES UNDERGOING CERCLA DETERMINATION

Appendix 6 is provided for historical purposes. The appendix formerly was used to list facilities undergoing Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) determination. No updates are necessary for Appendix 6.

Decommissioning of surplus U.S. Department of Energy (DOE) facilities is described in the 1995 DOE and EPA Memorandum, *Policy on Decommissioning DOE Facilities under CERCLA*. A total of 681 properties/structures were reviewed and evaluated to identify facilities that should be evaluated under the CERCLA process for decommissioning [Appendix 8 of the fiscal year (FY) 2018/FY 2019 Site Management Plan (SMP)]. The Facility D&D OU identifies industrial facilities (listed in Appendix 4) that, in some cases, already have been determined to pose a potential threat of release of hazardous substances to the environment and warrants decommissioning be performed as a CERCLA non-time-critical removal action (NTCRA). For some facilities, a removal site evaluation (SE) has determined an NTCRA is not required. For the remaining facilities included in Appendix 4, a removal SE is pending to determine if an NTCRA is necessary. Additional facilities at the Paducah Gaseous Diffusion Plant (previously listed in Appendix 6) have undergone evaluation to determine if there was a release threat to the environment that would warrant an SE to determine if decommissioning should proceed under CERCLA. If it was determined during a facility review that there was a potential release threat, the facility (or portion thereof) has been included in the Facility D&D OU in Appendix 4.

The facilities previously listed in Appendix 6 that were agreed to not be a release threat to the environment and did not warrant action under CERCLA, through consultation with the Federal Facility Agreement parties, have been moved to Table 3.1 in Appendix 3 of this SMP.

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APPENDIX 7

DATA MANAGEMENT PLAN

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**Paducah Gaseous Diffusion Plant
Data Management Plan**



CLEARED FOR PUBLIC RELEASE

**Paducah Gaseous Diffusion Plant
Data Management Plan**

Date Issued—August 2021

U.S. DEPARTMENT OF ENERGY
Office of Environmental Management

Prepared by
FOUR RIVERS NUCLEAR PARTNERSHIP, LLC,
managing the
Deactivation and Remediation Project at the
Paducah Gaseous Diffusion Plant
under Contract DE-EM0004895

CLEARED FOR PUBLIC RELEASE

PREFACE

This plan is generated to define the roles, responsibilities, and activities affecting data management, document management, and quality for data collection between the U.S. Department of Energy (DOE) and the regulatory agencies that govern the Paducah Gaseous Diffusion Plant Federal Facility Agreement (FFA) (EPA 1998). Pursuant to Section XXVII, *Quality Assurance/Sampling Availability/Data Management*, of the FFA, all quality-assured data or summaries of all quality-assured data from all samples collected, analyzed, and reported shall be available no later than 30 days after the analyses have been received and validated. Additionally, in accordance with this section, DOE shall maintain one consolidated database for the Paducah Site which includes all data/studies generated pursuant to this agreement. To fulfill this requirement, Paducah DOE has an integrated data system made up of many databases managed by one organization. Electronic formats and/or hard copies of all data/studies and related documents are available upon request.

In addition to the requirements in the FFA, other agreements require the following consolidated data management process.

(1) Kentucky Energy and Environment Cabinet (EEC) Department for Environmental Protection Division of Waste Management Hazardous Waste Management Facility Permit (KDWM 2020) states:

Condition III.E.9-Monitoring and Recordkeeping “...All environmental monitoring data collected pursuant to Part II and IV of this permit shall be submitted to the Manager in either written or electronic format. Sampling data shall be submitted in accordance with the schedules described in this permit.”

(2) Agreement in Principle states the following, with respect to EEC and the Kentucky Cabinet for Health and Family Services (CHFS) (EEC 2020).

“...DOE will promptly furnish to EEC or CHFS environmental monitoring data in electronic format, if available, or paper copies. DOE data reports will be released to EEC or CHFS within ninety (90) days after receipt from the QA/QC validation...”

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ACRONYMS

AIP	Agreement in Principle
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CHFS	Cabinet for Health and Family Services
COC	chain-of-custody
DMIP	data management implementation plan
DOE	U.S. Department of Energy
DQO	data quality objective
EDD	electronic data deliverable
EEC	Energy and Environment Cabinet
EPA	U.S. Environmental Protection Agency
FFA	Federal Facility Agreement
FSP	field sampling plan
GIS	geographic information system
OREIS	Oak Ridge Environmental Information System
PEGASIS	PPPO Environmental Geographic Analytical Spatial Information System
PEMS	Project Environmental Measurements System
PPPO	Portsmouth/Paducah Project Office
P-QAPP	programmatic quality assurance project plan
QA	quality assurance
QAPP	quality assurance project plan
QC	quality control
SMO	sample management office
SOW	statement of work
SWMU	solid waste management unit

1. INTRODUCTION

1.1 PURPOSE

This plan will be used for the U.S. Department of Energy (DOE) Paducah Site projects that are involved in the collection of data under the Federal Facility Agreement (FFA) (EPA 1998). Each section of the plan meets the data quality requirements set forth by the DOE Portsmouth/Paducah Project Office (PPPO) Program and provides a description of the programmatic elements that should occur for each project. This document is to be used in conjunction with the most current version of the Paducah Site Programmatic Quality Assurance Project Plan (P-QAPP) (DOE 2021 or most recent revision). Like the Paducah Site P-QAPP, which is a template for the development of future project-specific QAPPs, this document is not a substitute for the development of project-specific data management implementation plans (DMIPs), or field sampling plans (FSPs), and should not be used to support the performance of individual projects. Project-specific DMIPs and FSPs should include the systematic planning decisions for a given project.

1.2 APPLICABILITY

The requirements of this plan apply to the collection and generation of data by the DOE Paducah Site under the FFA. This plan applies to analytical data; historical data; and location-specific descriptive data, which includes the geographic information system (GIS), lithology, geophysical data, etc. Implementation for projects is based on data collection needs and final use of the data. The requirements of this plan do not apply to data collected by the health and safety program, waste management, personnel data, or financial data. The project-specific waste management plans determine the need for characterization, sampling, and analysis.

2. PROGRAM ORGANIZATION, RESPONSIBILITY, AND TRAINING

This information describes the basic organization, responsibility, and training requirements for projects. Specific project plans should be developed and documented in a project-specific DMIP to define individuals and matrix responsibilities. The project will further define training needs based on activities performed in the field.

2.1 ORGANIZATION

The DOE Project Manager and DOE Contractor establish project scope and work priorities to ensure the DOE PPPO Program strategic plans are accomplished. Furthermore, the DOE Project Manager and DOE Contractor serve as the primary interface to ensure project, regulatory agency, stakeholder, and other involved organization objectives are met. They will ensure that requirements in this plan are incorporated into various protocols and other statements of work (SOWs). They will also ensure adequate technical support is in place for the project and that quality assurance (QA) and safety are the top priorities throughout the project's life cycle.

2.2 ROLES AND RESPONSIBILITIES

The functional responsibilities of project staff members and how they relate to the data collection and output process is detailed below. This section identifies project activities and the staff members who will be performing the work. The descriptions of functional responsibilities that project staff perform are listed by title rather than individual staff positions.

2.2.1 Stakeholders

2.2.1.1 DOE Project Manager

The DOE Project Manager has direct communication with the DOE Contractor Project Manager and is responsible for project oversight, overall compliance for the project, and for submitting various reports to, and interfacing with, the U.S. Environmental Protection Agency (EPA) and the Commonwealth of Kentucky.

2.2.1.2 Kentucky Energy and Environment Cabinet

Through the Kentucky Department for Environmental Protection, the Commonwealth of Kentucky provides oversight under the FFA and administers the corrective action portions of the Hazardous and Solid Waste Amendments through the FFA. Activities including response actions, enrichment facilities, and waste management of the DOE PPPO Program are reviewed, commented upon, and approved by the Commonwealth of Kentucky.

2.2.1.3 EPA, Region 4

EPA is the federal regulatory stakeholder for the site. Activities, including response actions, enrichment facilities, and waste management of the DOE PPPO Program are reviewed, commented upon, and approved by EPA.

2.2.1.4 Kentucky Agreement in Principle

The Kentucky Agreement in Principle (AIP) reflects the understanding and commitments between DOE and the Commonwealth of Kentucky regarding DOE's provision to provide technical and financial support for the Commonwealth's activities in environmental oversight, surveillance, remediation, and emergency-response activities (EEC 2020). The AIP is intended to support nonregulatory activities and to maintain an independent, impartial, and qualified assessment of the potential environmental impacts of present and future DOE activities at the Paducah Site.

2.2.1.5 FFA

The FFA reflects the understanding and commitments among DOE, EPA, and the Kentucky Division of Waste Management regarding the comprehensive remediation of the Paducah Site. The purpose of the FFA is to provide a set of comprehensive requirements for remediation that coordinates the cleanup provisions of both Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Resource, Conservation, and Recovery Act.

2.2.2 DOE Contractor

The DOE Contractor is responsible for ensuring the following functions are performed either by staff or by a subcontractor.

2.2.2.1 Data User

Data users are members of the project team who require access to project information to perform reviews, analyses, or ad hoc queries of the data. Data users determine project data usability by comparing the data to predefined acceptance criteria and assessing whether the data are sufficient for its intended use.

2.2.2.2 Project Manager

The project manager has direct responsibility for the overall project oversight, including budget, schedule, and milestones. The project manager is responsible for the day-to-day operation of the project and for ensuring the requirements of policies and procedures are met. The project manager, or designee, assesses data in accordance with project-specific DMIPs and the Paducah Site P-QAPP. The project manager is responsible to flowdown data management requirements to subcontractors, as required.

2.2.2.3 Project Team

The project team consists of the technical staff and support staff [including the sample management office (SMO)], which conducts the various tasks required to successfully complete the project.

2.2.2.4 QA Specialist

The QA specialist is part of the project team and is responsible for reviewing project documentation to determine if the project team followed applicable procedures.

2.2.2.5 Project Records Custodian

The project records custodian is responsible for the long-term storage of project records. The project team interfaces with the project records custodian and transfers documents and records in accordance with DOE requirements.

2.2.2.6 SMO Manager

The SMO manager is responsible for the long-term storage of project data and for transmitting data to external agencies, according to this plan. The SMO manager ensures compliance with procedures that relate to data management, with respect to the project, and that the requirements of appropriate procedures are followed.

2.2.2.7 SMO

The SMO enters the data into the Paducah Project Environmental Measurements System (PEMS), including chain-of-custody (COC) information, data assessment, data validation qualifiers, and any pertinent sampling information. After receiving a notification that a fixed-base laboratory electronic data deliverable (EDD) is available to download, the SMO loads the EDD to Paducah PEMS, performs electronic verification of the data, and then compiles the data assessment package. The SMO also prepares data for transfer from Paducah PEMS to the Paducah Oak Ridge Environmental Information System (OREIS).

The SMO is responsible for contracting any fixed-base laboratory that is utilized during the sampling activities. The SMO also provides coordination for sample shipment to the laboratory, ensures contractual screening of data packages, and coordinates data validation support.

2.2.3 Training

Personnel assigned to the project, including field personnel and subcontractors, will be trained to perform the tasks to which they are assigned. Training requirements are defined in the project-specific plans.

3. QA OBJECTIVES FOR MEASUREMENT DATA

QA objectives for measurement data are discussed in the Paducah Site P-QAPP. The Paducah Site P-QAPP also discusses data quality objectives (DQOs); internal quality control (QC) checks (i.e., field QC samples, analytical laboratory QC samples); audits and surveillances; preventative maintenance; precision, accuracy, representativeness, completeness, comparability, and sensitivity; nonconformances and corrective actions; QA reports to management; and field changes. The template for this information in the Paducah Site P-QAPP will be followed, as appropriate, when project-specific QAPPs are developed.

4. APPLICABLE PROTOCOLS AND DOCUMENTS

Company protocols, sampling methods, administrative procedures, etc., utilize hierarchy documents that relate to data quality. Hierarchy documents are listed in the Paducah Site P-QAPP and will be presented, as appropriate, in project-specific QAPPs.

5. SAMPLE CUSTODY

COC is a process used to document the transfer of custody of samples from sample collection until final disposition. COC records are handled in accordance with applicable protocols. Sample residuals are disposed of only after notification is received from the SMO manager, or designee, that the samples are no longer needed for archiving or that holding times have been exceeded. Sample custody protocols are identified in project-specific FSPs and/or quality assurance project plans (QAPPs).

6. CALIBRATION PROTOCOLS AND FREQUENCY

Templates for the presentation of field and laboratory equipment calibration protocols and frequencies are discussed in the Paducah Site P-QAPP. These templates will be used, as appropriate, to prepare the project-specific QAPPs.

7. ANALYTICAL PROTOCOLS

When available and appropriate for the sample matrix, SW-846 Methods will be used. When SW-846 Methods are not available, or required lower detection limits cannot be achieved by SW-846 Methods, other nationally-recognized methods such as those of ASTM, DOE, and EPA will be used. Templates for the presentation of analytical methods, detection limits, sample preservation,

holding times, and container requirements for field measurements and analytical parameters are presented in the Paducah Site P-QAPP. These templates will be used, as appropriate, to prepare the project-specific QAPPs.

8. DETAILS OF DATA AND DOCUMENT FLOW

The components of data management include planning, collection, review, archival, and transmittal. Project activities follow identical paths to meet data management requirements. Narratives (i.e., Sections 8 and 9) are provided for each component of data and document flow. The DOE PPPO Program Integrated Data System is discussed first. The data system is the core of each data management component.

8.1 INTEGRATED DATA SYSTEM

The DOE PPPO Program Integrated Data System provides a centralized system for the management and storage of environmental information while allowing easy, yet controlled, access. The basis for the DOE PPPO Program Integrated Data System is to establish and maintain a program to provide the most efficient system of data collection, analysis, storage, and retrieval. DOE, as specified in the FFA, is to maintain one consolidated database for the Paducah Site. All data collected under this agreement (i.e., FFA) are to be routinely submitted electronically in a consistent format to the stakeholders (see Section 9.2). The DOE PPPO Program Integrated Data System meets the regulatory requirements and provides the Paducah Site with a platform to manage its environmental data.

The DOE PPPO Program Integrated Data System is composed of integrated hardware and software to support the collection, management, analysis, and presentation of data associated with environmental response actions, compliance, and monitoring activities at the Paducah Site. All environmental measurements, analyses, and location-specific descriptive information, as applicable per this plan, are included. In addition, an extensive collection of descriptive and reference information about environmental projects and permits are stored.

8.1.1 Paducah PEMS

As part of the DOE PPPO Program Integrated Data System, each project utilizes a Paducah PEMS for sample scheduling, collection, tracking, and associated data from the point of collection through final data reporting. Each Paducah PEMS is established on a project-specific basis. Paducah PEMS tracking includes field forms, COCs, data packages, and EDDs. Project data is entered as the project progresses. The SMO uses Paducah PEMS to support the following functions:

- Initiating the project;
- Developing a plan for sampling;
- Recording sample collection and field measurements;
- Recording the dates of sample shipments to the laboratory;
- Receiving and processing analytical results;
- Verifying data;
- Accessing and analyzing data;
- Assessing data and entering data validation qualifiers; and
- Transferring project data (in ready-to-load format) to Paducah OREIS.

Upon completion of the project, or on a routine basis, data from each Paducah PEMS is reviewed (as described in Section 8.4) and transferred to Paducah OREIS for permanent retention. All final data reporting is reported from Paducah OREIS. Additionally, Paducah PEMS data is archived on a specified frequency to ensure data traceability.

The DOE PPPO Program Integrated Data System is accessed by a computer network. The information technology group performs system backups daily. The security precautions and procedures implemented by the SMO are designed to minimize the vulnerability of the data to unauthorized access or corruption. Only members of the SMO have access to the project's Paducah PEMS and data files.

8.1.2 Paducah OREIS

Paducah OREIS is the centralized, standardized, quality assured, and configuration-controlled data management system that is the long-term repository of environmental data (e.g., measurements, geographic data) for Paducah environmental projects. Paducah OREIS is comprised of hardware, commercial software, customized integration software, an environmental measurements database, a geographic database, and associated documentation. Each project uses Paducah OREIS for the following functions:

- Access to existing data;
- Spatial analysis;
- Report generation; and
- Long-term storage of project data (as applicable).

8.1.3 Paducah Analytical Project Tracking System

The Paducah Analytical Project Tracking System is the business management information system that manages analytical sample analyses for Paducah Site environmental projects. The Paducah Analytical Project Tracking System provides cradle-to-grave tracking of sampling and analysis activities. The Paducah Analytical Project Tracking System generates the SOW, tracks collection and receipt of samples by the laboratory, flags availability of the analytical results, and allows invoice reconciliation. The Paducah Analytical Project Tracking System interfaces with Paducah PEMS (output from the Paducah Analytical Project Tracking System is automatically transferred to Paducah PEMS).

8.1.4 PEGASIS

Using a web browser, the PPPO Environmental Geographic Analytical Spatial Information System (PEGASIS) application provides a systematic approach to retrieve, display, and download analytical, geotechnical, and hydrological data, maps, and geophysical information for PPPO sites, regulators, and the public. The information includes analytical sample results from various environmental studies, restoration reports and supporting documents, maps, facility drawings, and photography.

PEGASIS is a website that allows data users to have access to sampling data for hundreds of investigative wells and sampling events, solid waste management units (SWMUs), and site-specific GIS features from environmental studies at the Paducah Site (e.g., from FFA projects and environmental management program activities) completed since 1989. Analytical data available on PEGASIS are copied from Paducah OREIS on a quarterly basis, with more frequent updates to facilitate project reports as needed. GIS layers, such as plumes and SWMUs, are updated in PEGASIS as the layers are updated in the GIS system, with more frequent updates to facilitate project reports as needed.

PEGASIS fulfills the requirement in Section XXVII of the FFA for the provision of quality-assured data.

8.2 DATA PLANNING

8.2.1 Initiation of Data Collection

The need for data collection is determined by the project manager to satisfy applicable regulatory requirements and/or DOE Orders. The project manager and project team identify the need for collection of data to support the project and are responsible for the development of applicable documents that outline the specific objectives of the data collection activity.

8.2.2 Historical Data Gathering

A substantial effort should be made by the project team to acquire and analyze all historical data and documents that are relevant to the project (in numeric, spatial, attribute, and textual form) prior to the DQO process and/or data generation. For example, these documents and data might include prior work done for preliminary assessments, site characterization tasks, response actions, annual monitoring reports, or data summaries provided by previous analysts. In addition, information specialists who would know of relevant documents, GIS information, and data sets should be consulted to acquire a comprehensive project background. In many cases, descriptive and qualitative information about the data (e.g., metadata) may be required. This is often the case with electronic files that may be received without the basic information provided through proper documentation. Some research may be required to prepare these metadata statements, which are essential to the determination of data quality and usability.

8.2.3 Data Quality Criteria

Historical data, along with elements from the DQO process, such as contaminants of concern, QA/QC requirements, data review options, and the sampling design are used to generate applicable plans.

FSPs, project-specific QAPPs, and analytical SOWs are developed in support of field preparation. An FSP describes the field activities to be undertaken and subsequent work to be performed. A project-specific QAPP outlines the data quality criteria and DQOs. An analytical SOW includes analytical parameters, methods, and detection limits. A validation SOW is prepared when validation services are required to ensure the analytical laboratory's performance is acceptable.

Information from each of the SOWs and FSPs is used to initiate sampling field forms, labels, and other required field documentation. Documentation generated by the data collection activity shall be forwarded electronically and/or in hard copy to the project records custodian.

8.3 DATA COLLECTION

Data collection information is recorded and maintained for all data collection activities. This information includes station information, lithologic information, sample information, field measurements, analytical data, monitoring structure information, and GIS information and is explained below.

8.3.1 Station Information

Station information is data describing the location from where a sample is taken. Station information includes plant coordinates (surveyed or estimated, as appropriate), station description, and station type. This information is input directly into Paducah PEMS. Methods for determining coordinates and relevant information necessary to determine and document accuracy should be recorded.

8.3.2 Lithologic Information

Lithologic information is data used to describe the size, texture, composition, and any other physical characteristics of materials derived from the earth. In most cases of investigation at the site, this will include material derived from boreholes. This information is stored electronically with the project information.

8.3.3 Sample Information

Sample information is environmental data describing the collection of materials for testing. Such data consists of the following: station, date collected, time collected, and any other notable information (e.g., weather). This information is recorded in field forms and may be included on the COC or sample labels. This information is input directly into Paducah PEMS.

8.3.4 Field Measurements

Field measurements are measurements that are collected real-time in the field. Field measurements may include water level measurements, pH, conductivity, flow rates, temperature, dissolved oxygen, and analytical results from the use of X-ray fluorescence or field portable gas chromatography equipment. Field measurements are taken and recorded on appropriate field forms or in logbooks and are input into Paducah PEMS.

8.3.5 Analytical Data

The SMO tracks progress of analytical samples as fieldwork continues. COCs are reviewed and the lab receipt of samples is verified. Once samples have entered the laboratory, the laboratory is responsible for sample analysis and data reporting. The analytical data will be checked for completeness and reasonableness. A system is set up within the Paducah DOE Program Integrated Data System to log shipment of samples and receipt of data packages.

All data packages received from the fixed-base and screening/field laboratories are tracked, reviewed, and maintained in a secure environment. The SMO is primarily responsible for these tasks. The following information is tracked: sample delivery group number, date received, number of samples, sample analyses, receipt of EDD (if applicable), and comments. The SMO compares the contents of the data package with the COC form and identifies discrepancies. Discrepancies are immediately reported to the laboratory and the data validators. All data packages are stored as records.

8.3.6 Monitoring Structure Information

Monitoring structure information is data describing the monitoring wells and boreholes installed during the project. Information includes well screen depth; borehole and well diameter; screened aquifer; and datum information. This information is stored electronically.

8.3.7 GIS Information

GIS information is metadata that is visually descriptive of the area around the location of a project. Information may include maps of roads, streams, underground utilities, etc. Projects creating new GIS information or causing required updates to existing GIS information supply the information to the Paducah DOE Program Integrated Data System.

8.4 DATA REVIEW

8.4.1 Laboratory Contractual Screening

Laboratory contractual screening is the process of evaluating a set of data against the requirements specified in the analytical SOW to ensure that all requested information is received. The contractual screening includes, but is not limited to, the COC, number of samples, analytes requested, total number of analyses, methods used, QC samples analyzed, EDDs, units, holding times, and reporting limits achieved. The SMO conducts the screening upon receipt of data from the analytical laboratory.

8.4.2 Data Verification

Data verification is the process for comparing a data set against a set standard or contractual requirement. The Paducah Site P-QAPP presents general guidance on the requirements for data verification. Verification is performed by the SMO electronically, manually, or a combination of both methods. Data verification includes contractual screening and can include other data quality checks established by the project team. Applicable project-specific plans define the specific verification to be performed. Data is flagged as necessary. Verification qualifiers may be applied to the data based on holding time exceedance, criteria exceedance, historical exceedance, or background exceedance. Verification qualifiers are stored in Paducah PEMS and are transferred with the data to Paducah OREIS.

8.4.3 Data Validation

Data validation is the process for evaluating the laboratory adherence to analytical-method requirements. The Paducah Site P-QAPP presents general guidance on the requirements for data validation, including what fraction of data is to be subjected to independent third-party validation. This is performed by a qualified individual for a data set and is independent from sampling, laboratory, project management, or other decision-making personnel for the project. Data validation is managed and is coordinated with the SMO. The data validator performs data validation according to data validation plans. The percentage and type of data validation is determined by the project and is specified in the project-specific QAPP. Data validation is documented in a formal deliverable from the data validator. Validation qualifiers are input and stored in Paducah PEMS and transferred to Paducah OREIS.

8.4.4 Data Assessment

Data assessment is the process for assuring that the type, quality, and quantity of data are appropriate for their intended use. The Paducah Site P-QAPP presents general guidance on the requirements for data assessment. Data assessment allows for the determination that a decision (or estimate) can be made with the desired level of confidence, given the quality of the data set. Data assessment follows data verification and data validation (if applicable) and is performed for all data sets to ensure data is usable.

The data assessment is conducted by the project according to appropriate procedures. Assessment qualifiers are stored in Paducah PEMS and are transferred with the data to Paducah OREIS. Any problems found during the review process are resolved and documented in the data assessment package.

8.5 DATA ARCHIVAL

Data archival refers to the long-term storage of electronic data generated by a project in the Paducah DOE Program Integrated Data System. Long-term storage in a central repository assures maximum accessibility by the environmental community. To ensure its future usability, sufficient documentation, including the

associated metadata, must accompany archived data to describe the source, contents, and structure of the data. Paducah OREIS is the database that stores archived data for future use. The archive of Paducah PEMS and the back-ups for Paducah OREIS, are stored as records.

9. DATA RELEASE AND TRANSFER

Once data has undergone verification, validation, and data assessment, it may be released to external agencies. Environmental data are copied from Paducah OREIS to PEGASIS (as described in Section 8.1.4), allowing regulators and the public to access the data using a web browser. Data copied to PEGASIS includes information collected from response actions, permitted sampling, and routine sampling. In addition, environmental data can be requested from the SMO or by contacting PegasisAdmins@pad.pppo.gov.

Field QC data are not copied with the data to PEGASIS; however, this information is available from the SMO upon request and is included with the appropriate CERCLA documents (e.g., remedial action investigation report).

10. REFERENCES

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