

DOE EM CLEANUP AND COMPLIANCE AGREEMENT FACT SHEET

SUMMARY

Data Element	Data
Site	Mound
Agreement Name	United States Environmental Protection Agency Region V and the State of Ohio Federal Facility Agreement
State	Ohio
Agreement Type	Federal Facility Agreement
Legal Driver(s)	CERCLA
Scope Summary	DOE shall identify Interim Remedial Actions (IRAs) alternatives and implement US EPA and OEPA approved remedies for the site in accordance with CERCLA
Parties	EPA; Ohio EPA (OEPA); DOE
Date	07/15/1993

SCOPE

- Identify Interim Remedial Action (IRA) alternatives which include Remedial Investigations (RI) and Feasibility Studies (FS); design and implement US EPA and OEPA approved remedies for the Mound site in accordance with CERCLA.

ESTABLISHING MILESTONES

- After approval of remedial design and action plans, DOE shall prepare and provide to U.S. EPA and OEPA written monthly progress reports.
- US EPA will conduct a five year review of any remedial action pursuant to this Agreement in accordance with Section 121(c) of CERCLA/SARA. The OEPA will periodically review remedial actions pursuant to Ohio Review Code sections 3734.10, 3734.13, 3734.20, 6111.03, and 6111.05.
- All timetables or deadlines for the implementation and completion of RI measures

and interim or final remedial actions shall be enforceable pursuant to Section 310(c) and 109 of CERCLA.

- Extensions will be granted under acceptable conditions including but not limited to an event of force majeure as defined in the Agreement.

FUNDING

- All obligations of DOE arising under this Agreement will be fully funded, and specific cost estimates and budgetary proposals shall be included in the annual report to Congress.
- DOE agrees to advise US EPA and OEPA of its efforts to obtain necessary funding to implement this Agreement.
- No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act. In cases where payment of obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.
- Insufficient availability of funds constitutes a Force Majeure provided that DOE shall have made timely request for such funds as part of the budgetary process as set forth in part XXVII of this Agreement. However, unexpected rises in cost are not deemed as Force Majeure.

PENALTIES

- US EPA may assess a stipulated penalty against DOE for an amount not to exceed \$5,000 the first week and \$10,000 each additional week should it fail to submit a primary document to US EPA pursuant to the appropriate timetable or deadline in accordance with the requirements of this Agreement or fail to comply with a term or condition of this Agreement which relates to an interim or final remedial action.
- In the event of a dispute, the Parties shall engage in informal dispute resolution prior to any Party's issuance of a written statement of dispute. If the issue is not resolved, then the written statement may be forwarded to the Dispute Resolution Committee (DRC) at any time prior to the expiration of the 30 day period.
- If the DRC does not resolve the dispute after 21 days, the written statement will be forwarded to the Senior Executive Committee (SEC) which will also have 21 days. If the situation remains unresolved, then the US EPA's Regional Administrator shall issue a written statement explaining his position.

- Within 21 days after the issuance of the Regional Administrator's written position, DOE or OEPA may decide to elevate the dispute to the US EPA Administrator for resolution.
- The US EPA Administrator shall meet and confer with the Secretary of DOE and the Director of OEPA. The Administrator shall issue a written final decision within 21 days.