

DOE EM CLEANUP AND COMPLIANCE AGREEMENT FACT SHEET

SUMMARY

| Data Element | Data |
|-----------------|---|
| Site | Fernald |
| Agreement Name | Fernald Environmental Management Project Consent Agreement as Amended Under CERCLA Sections 120 and 106(a), September 20, 1991 |
| State | Ohio |
| Agreement Type | Consent Agreement |
| Legal Driver(s) | CERCLA |
| Scope Summary | Establish a procedural framework and schedule for developing, implementing, and monitoring appropriate response actions at the Site |
| Parties | DOE; US EPA |
| Date | 9/20/1991 |

SCOPE

- Establish a procedural framework and schedule for developing, implementing, and monitoring appropriate response actions at the Site.
- Establish requirements for conducting the removal actions identified in this Agreement and for the performance of Remedial Investigations (RI) and a Site-Wide Projected Residual Remedial Action.

ESTABLISHING MILESTONES

- Either a timetable, deadline, or a schedule shall be extended upon receipt of a timely request and when good cause exists for the requested extension.
- Good cause for an extension includes an event of force majeure.
- DOE shall submit to US EPA monthly written progress reports that describe the

activities performed during the previous month.

- This Agreement can be amended or modified solely upon written consent of both DOE and US EPA.
- In the event that US EPA determines that additional work or modification to work is necessary, justification will be provided to DOE. Should DOE determine additional work is necessary, DOE shall submit a written proposal for review by US EPA.

FUNDING

- It is the expectation of the Parties to this Agreement that all obligations of DOE under this Agreement will be fully funded.
- DOE shall include in its annual report to Congress the specific cost estimates and budgetary proposals associated with this Agreement.
- Insufficient availability of appropriated funds may constitute a force majeure if DOE has made timely request for funds.
- No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act.
- If appropriated funds are not available to fulfill DOE's obligations, US EPA reserves the right to initiate any other action which would be appropriate absent this Agreement.
- DOE waives any claims or demands for compensation or payment under CERCLA against the Hazardous Substance Response Trust Fund for expenses incurred pursuant to this Agreement.

PENALTIES

- US EPA may assess a stipulated penalty against DOE for reasons contained within this Agreement. Penalties shall not exceed \$5,000 for the first week or part thereof and \$10,000 for each additional week or part thereof.
- All timetables or deadlines associated with the RI/FS shall be enforceable by any person pursuant to CERCLA, and any violation of such timetables or deadlines will be subject to civil penalties.

- Unless expressly stated elsewhere in this Agreement, disputes shall be resolved according to Section XIV of this Agreement. If disputes cannot be resolved by the dispute resolution process, disputes may be submitted to the Administrator of US EPA. The Administrator shall meet with the Secretary of DOE to discuss the dispute and make a final decision.