

## DOE EM CLEANUP AND COMPLIANCE AGREEMENT FACT SHEET

### SUMMARY

Data Element	Data
Site	Monticello
Agreement Name	Monticello (Utah) Site: Monticello Vicinity Properties NPL Site and Monticello Millsite Federal Facility Agreement Pursuant to CERCLA Section 120, December 22, 1988
State	Utah
Agreement Type	Federal Facility 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; State of Utah Department of Environmental Health
Date	12/22/1988

### SCOPE

- Identify Interim Remedial Action (IRA) alternatives, if any, which are appropriate at the Site prior to the implementation of final remedial actions for the Site.
- Evaluate all past investigative and response actions taken at the Site and documented by DOE in Radiological Engineering Assessments (REAs) and related documents to determine whether they are the functional equivalent of, and consistent with, those actions and documentation required by CERCLA
- Establish a procedural framework and schedule for developing, implementing, and monitoring appropriate response actions at the Site in accordance with CERCLA/SARA, the NCP, and Superfund guidance and policy.
- Establish requirements for the performance of a Remedial Investigation (RI).

- Identify the nature, objective, and schedule of response actions to be taken at the Site.

## **ESTABLISHING MILESTONES**

- DOE shall submit a Scope of Work based on, at a minimum, Attachment 6. The Work Plan will include specific timetables and schedules for completion of each remedial action designated in the Work Plan.
- Following selection of the final remedial action, DOE shall submit a plan to EPA and the State for implementation of the selected remedial action, including appropriate timetables and schedules.
- DOE shall submit to EPA and the State, within 21 days of the effective date of this Agreement, schedule for completing the tasks specified in this Agreement.
- Either a timetable and deadline or a schedule shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Force Majeure may be considered good cause for extension, including insufficient availability of appropriated funds, if the DOE shall have made timely request for such funds.
- This Agreement may be amended by mutual agreement among EPA, the State, and DOE.

## **FUNDING**

- It is the expectation of the Parties to this Agreement that all obligations of DOE arising under this Agreement will be fully funded.
- Any requirement for the payment or obligation of including stipulated penalties, established by the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act.
- If appropriated funds are not available to fulfill DOE'S obligations under this Agreement, EPA and the State reserve the right to initiate any other action which would be appropriate absent this Agreement.

## **PENALTIES**

- For failure to submit a primary document pursuant to the appropriate deadline or schedule, a stipulated penalty may be assessed in an amount not to exceed \$5000 for the first week (or part thereof) and \$10,000 for each additional week (or part thereof).
- If resolution of the dispute cannot be reached informally or by means of this Agreement, issues ultimately may be elevated to the EPA Administrator for final resolution. Upon request and prior to resolving the dispute, the EPA Administrator shall meet and confer with the Secretary of DOE and the Utah Environmental Health Division Director to discuss the issue(s) under dispute.