# MODIFICATION TO THE FEBRUARY 20, 1992 COMPLIANCE AGREEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF ENERGY

AND

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C.

TOXIC SUBSTANCES CONTROL ACT

IN RE: DEPARTMENT OF ENERGY FACILITIES:
PADUCAH, KENTUCKY
PORTSMOUTH, OHIO

I.

PARTIES

1. The United States Environmental Protection Agency ("EPA") and the United States Department of Energy ("DOE") are parties to the February 20, 1992 Toxic Substance Control Act Compliance Agreement Between the United States Department of Energy and the United States Environmental Protection Agency Washington, D.C. ("February 20, 1992 Compliance Agreement"). The parties have agreed to modify the February 20, 1992 Compliance Agreement pursuant to Section XIV of that agreement. The agreed upon modifications are incorporated into this document. The February 20, 1992 Compliance Agreement (along with a September 24, 1997 Modification to the February 20, 1992 Compliance Agreement) are superseded by this agreement, including Attachments I, II, and III herein ("Agreement" or "Modification Agreement").

II.

JURISDICTION

2. This Agreement is entered into under the authority of the Toxic Substances Control Act ("TSCA "), 15 U.S.C. §2601 et seq., Section 3004(j) of RCRA, 42 U.S.C. 6924, and Executive Order 12088, 43 F.R. 47707 (October 13, 1978).

III.

PURPOSE

3. EPA and DOE are entering into this Agreement to establish responsibilities and commitments for conducting actions required and/or authorized by TSCA and the PCB

(polychlorinated biphenyl) Regulations at 40 C.F.R. Part 761, et seq., and applicable portions of E.O. 12088.

IV.

SCOPE

4. This Agreement establishes a plan which is intended to bring DOE's former Uranium Enrichment Plants (and support facilities) located in Portsmouth, Ohio and Paducah, Kentucky ("the facilities") into full compliance with TSCA and the PCB Regulations found at 40 C.F.R. Part 761. The parties' agreement to remove the K-25 site to a new separate agreement with EPA Region IV was documented in the September 24, 1997 modification to the February 20, 1992 Agreement.

5. This Agreement does not waive, extinguish, or otherwise affect DOE's obligations to comply with all applicable provisions of federal, state, or local environmental statutes and regulations promulgated or permits issued thereunder, except for TSCA requirements as expressly provided for herein.

6. This Agreement does not affect the DOE obligations under the Paducah Federal Facilities Agreement (FFA) (effective 1998) between DOE, EPA Region IV and the Commonwealth of Kentucky for comprehensive investigation and cleanup of the facility under CERCLA.

7. This Agreement does not affect the DOE obligations under the Portsmouth Director's Final Findings and Orders for Removal Actions and Remedial Investigation and Feasibility Study and Remedial Design and Remedial Action (effective 2010) between DOE

and the State of Ohio for comprehensive investigation and cleanup of the facility under CERCLA.

V.

FINDINGS OF FACT

8. The following constitutes the Findings of Fact that EPA considered the basis for this Agreement in 1992, at the time the original February 20, 1992 Compliance Agreement was negotiated. Nothing in this Agreement shall be considered an admission, acceptance, or concession by any Party, except that DOE agrees not to challenge the following Findings of Fact contained in this section in any action to enforce this Agreement.

9. Executive Order 12088 requires Federal agencies to comply with TSCA. DOE is a "person" within the meaning of 40 C.F.R. §761.3.

10. DOE owns three uranium enrichment facilities. The facilities are located in Portsmouth, Ohio; Paducah, Kentucky; and Oak Ridge, Tennessee. When constructed in the 1940s and 1950s, the ventilation duct seams at the facilities were sealed using gaskets impregnated with PCBs in excess of 500 ppm. PCBs in excess of 50 ppm have also been detected in some of the lubrication oils used in motor and compressor bearings. Lubrication oils are drawn into the motor exhaust system, saturate the gasket material and leach PCBs from the gaskets onto building floors. The Oak Ridge, Tennessee uranium enrichment facility entered into a TSCA Compliance Agreement on September 24, 1997.

11. DOE provided EPA with information that twenty-four buildings (building numbers C-310, C-315, C-331, C-333, C-335, C-337, C-100, C-101, C-102, C-200, C-300, C-340, A, B and C, C-400, C-402, C-410, C-411, C-420, C-531-1, C-532, C-533-1, C-600, C-710,

C-720, and C-750) at the Paducah, Kentucky, facility have ventilation duct gaskets impregnated with concentrations of PCBs which exceed 500 ppm. There are approximately 51,200 PCB-impregnated gaskets located in these buildings. Six of these twenty-four buildings (building numbers C-310, C-315, C-331, C-333, C-335, and C-337) have PCB-contaminated oil leaching through these gaskets. There are approximately 26,500 gaskets located in these buildings that are actively leaking, have shown evidence of leaking in the past, or may leak in the near future. DOE also provided EPA with information that PCB-contaminated electrical voltage potential devices are in place at the Paducah facility.

12. DOE provided EPA with information that there are seventeen buildings at the Portsmouth, Ohio facility (building numbers X-326, X-330, X-333, X-100, X-102, X-105, X-300, X-342, X-344, X-530B, X-533B, X-700, X-705, X-720, X-750, X-760, and X-770) which have ventilation duct gaskets impregnated with concentrations of PCBs which exceed 500 ppm. At least three of these buildings (building numbers X-326, X-330 and X-333), have PCB-contaminated oil leaching through these gaskets. There are approximately 48,000 gaskets in these three buildings. There are approximately 23,000 gaskets in these three buildings that are actively leaking, have shown evidence of leaking in the past, or may leak in the near future. DOE also informed EPA that PCB-contaminated process lubrication oil systems are also used at the Portsmouth facility. These leaks have also caused PCB contamination of electrical cables, cable trays, and associated equipment at each of these facilities.

13. 40 C.F.R. §761.20 states, in pertinent part, that "[n]o person may use any PCB, or any PCB Item regardless of concentration in any manner other than in a totally enclosed manner within the United States unless authorized under §761.30". Using PCBs in

ventilation duct gaskets, electrical voltage potential devices, and process lubrication oil systems are not authorized uses under 40 C.F.R. §761.30. DOE's use of PCBs in, and use of PCB-containing, ventilation duct gaskets, electrical voltage potential devices, and process lubrication systems represent violations of 40 C.F.R. §761.20. See 15 U.S.C. § 2614.

14. "Disposal" is defined by 40 C.F.R. §761.3 to include "spills, leaks, and other uncontrolled discharges of PCBs". Any disposal of PCBs which is not authorized by 40 C.F.R. Part 761, Subpart D is an unauthorized disposal. The leaking gaskets at the Respondent's Paducah and Portsmouth facilities, and the leaking electrical voltage potential devices at the Paducah facility, constitute unauthorized disposal of PCBs under Part 761, Subpart D. See 15 U.S.C. §2614.

15. DOE provided EPA with information that three storage areas (in building numbers C-746B, C-746R, and C-337) at the Paducah, Kentucky, facility contain or contained PCB Containers and PCB Articles in excess of 50 ppm PCBs for over one year. In addition, three PCB-contaminated hydraulic systems at the Paducah facility are located in the C-340 building in unapproved storage areas.

16. DOE also provided EPA with information that two storage areas in building number X-333, the West End and the Center Area, at the Portsmouth, Ohio facility contain or contained PCB Containers and PCB Articles in excess of 50 ppm PCBs for over one year. At this facility, DOE also temporarily stores PCB liquid in 18"-48" tall, 5-inch diameter polyethylene bottles with screw-on caps.

17. Respondent's storage of PCBs in PCB Containers which do not conform to DOT specifications at its Portsmouth facility, storage of PCBs, PCB hydraulic systems, PCB-contaminated transformers and PCB transformers in inadequate storage areas at the

Paducah and Portsmouth facilities, as well as Respondent's storage of PCB Containers and PCB Articles with concentrations in excess of 50 ppm for over one year at Paducah and Portsmouth are not in compliance with 40 C.F.R. §761.65 and 761.64. See 15 U.S.C. §2614.

VI.

APPLICABILITY

18. No change in ownership of the facilities will in any way alter DOE's responsibility under this Agreement, unless otherwise provided by law.

19. DOE and EPA shall provide a copy of this Agreement to all contractors, subcontractors, laboratories and consultants retained to conduct or monitor any portion of the work to be performed pursuant to this Agreement within seven (7) days of the effective date of this Agreement or date of such retention.

20. DOE agrees to give notice of this Agreement to any subsequent owner and/or operator before the transfer of ownership or the obligation of a new contractor/operator and to simultaneously notify EPA of any such change or transfer.

VII.

COVERED MATTERS

21. This Agreement addresses the requirements of TSCA and the PCB Regulations at 40 C.F.R. Part 761 applicable to the unauthorized use of PCBs in process lubrication oil, ventilation duct gaskets, and potential devices and the unauthorized disposal and storage of PCBs and PCB Items at the facilities, as set forth herein.

22. This Agreement also addresses the storage and disposal of radioactive contaminated wastes generated from activities required by this Agreement which contain hazardous waste that are subject to the land disposal restrictions and associated storage limitations of the Hazardous and Solid Waste Amendments of 1984.

23. The parties acknowledge that this Agreement does not affect the rights of the EPA to address any violations which exist or may exist at the facilities, which are not specifically covered by this Agreement.

24. Nothing in this Agreement shall be considered an admission by any party with respect to any unrelated claims by a party or with respect to any claims or actions by persons not a party to this Agreement, except that DOE agrees not to challenge the Findings of Fact contained herein in an action to enforce the terms of this Agreement.

## VIII.

## REQUIREMENTS AND DELIVERABLES

25. DOE shall conduct all activities as set forth in the Attachments to this Agreement. All terms and conditions set forth in the Attachments to this Agreement constitute enforceable requirements of this Agreement.

26. EPA shall review and may comment upon all deliverables generated by DOE pursuant to the terms of this Agreement. In addition, EPA may take a formal position on any matter related to the implementation of this Agreement by issuing a Written Notice of Position to DOE. DOE shall either conform with EPA's Written Notice of Position or subject EPA's Written Notice of Position to dispute resolution pursuant to Section XI of this Agreement.

27. Except as otherwise provided for in this Agreement, DOE shall strictly follow the disposal procedures set forth in Part 761, Subpart D and the storage procedures set forth in 40 C.F.R. §761.65.

28. All documentation required to be submitted to EPA under the terms of this Agreement shall be subject to EPA's approval and shall be submitted to the EPA Project Contacts as follows:

HQ: Director, Federal Facility Enforcement Office, USEPA, 1200 Pennsylvania Ave., N.W., Mail Code 2261A, Washington, DC 20460

Region 4: Ken Feely, Regional PCB Program Coordinator, USEPA Region 4, Atlanta Federal Center 9T25, 61 Forsyth Street SW, Atlanta, GA 30303-8960

Region 5: Ken Zolnierczyk, USEPA Region 5, 77 West Jackson Boulevard, Mail Code: LC-8J, Chicago, IL 60604-3507

Attn: DOE Compliance Agreement.

IX.

FUNDING, ANNUAL MEETING AND INTEGRATED SCHEDULE

29. It is the expectation of the Parties that all obligations established pursuant to this Agreement will be fully funded. The DOE will take all necessary steps and use its best efforts to obtain timely funding to meet DOE's obligations under this Agreement, including budget requests supported by DOE's Portsmouth/Paducah Project Office Ten-Year Site Plan (the "Ten-Year Site Plan"). However, no provision herein shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, and DOE's performance of the commitments under this Agreement is subject to the availability of appropriated funds for such purposes. In cases where payment or 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.

30. The Portsmouth/Paducah Project Office prepares a Ten-Year Site Plan to support the identification, integration, and prioritization for DOE's compliance and cleanup activities at all DOE nuclear facilities and sites. The Ten-Year Site Plan will assist DOE in addressing environmental requirements at its facilities and sites and in developing and supporting its budget requests. The Portsmouth/Paducah Project Office updates the Ten-Year Site Plan on an annual basis.

31. The terms of the Ten-Year Site Plan shall be consistent with the provisions of this Agreement, including all requirements and schedules contained herein. It is the intent of the parties that the Ten-Year Site plan be drafted and updated in a manner that ensures that the provisions of this Agreement are incorporated into the DOE planning and budget process. Nothing in the Ten-Year Site Plan shall be construed to affect the provisions of this Agreement.

32. In the event both parties agree to modify this Agreement based on national prioritization, the procedures of Section XIV shall be used. Any modification of this Agreement will be incorporated, as appropriate, in the annual update to the Ten-Year Site Plan. Where the parties are unable to reach agreement on a requested modification, DOE may invoke the dispute resolution provisions set forth in Section XI. Pending resolution of any such dispute, the provisions and deadlines in effect pursuant to this Agreement shall remain in effect and enforceable in accordance with the terms of this Agreement.

33. Within 90 days of execution of this Agreement Modification, and annually after that, DOE will provide EPA with an Integrated Schedule of work to be completed for the current and

subsequent 2 fiscal years, as outlined in this Paragraph. The Integrated Schedule will include the following categories of work and the projected schedule for each category or work under the Agreement for this period. The categories of work to be included in the Integrated Schedule shall be Attachment 1, Sections 1(D), 2(C), 2(E-1), 2(E-2) and 2(G). For the Portsmouth, Ohio facility, the Integrated Schedule shall also include: (1) the design phase of the On-Site Waste Disposal Facility; (2) construction phase for the first cell of the On-Site Waste Disposal Facility and the next cell to be completed; (3) design phase of the waste staging and processing/resizing operations; (4) construction phase of the waste staging and processing/resizing operations; (5) building demolition dates; and (6) PCB-contaminated slab demolition dates. For the Paducah, Kentucky facility, DOE shall also include these additional six categories in the Integrated Schedule within 90 days of DOE approval of the lifecycle baseline for the Paducah, Kentucky facility, or by December 31, 2018, whichever is earlier. For dates of completion that extend beyond the 3 year period, DOE will note the final date on the Integrated Schedule.

34. Within 120 days of execution of this Agreement Modification, and annually after that, DOE will provide EPA with a Long Term Schedule of work that is scheduled to start beyond the 3 year period outlined in the Integrated Schedule. The categories of work to be included in the Long Term Schedule shall be Attachment 1, Sections 1(D), 2(C), 2(E-1), 2(E-2) and 2(G). For the Portsmouth, Ohio facility, the Long Term Schedule shall also include: (1) the design phase of the On-Site Waste Disposal Facility; (2) the construction phase for the first cell of the On-Site Waste Disposal Facility and the next cell to be completed; (3) the design phase of the waste staging and processing/resizing operations; (4) the construction phase of the waste staging and processing/resizing operations; (5) building demolition dates; and (6) PCB-contaminated slab demolition dates. For the Paducah, Kentucky facility, DOE shall also include

these additional six categories in the Long Term Schedule within 120 days of DOE approval of the lifecycle baseline for the Paducah, Kentucky facility, or by April 30, 2019, whichever is earlier. For reference, each item's approximate beginning and final date will be noted on the Long Term Schedule.

35. For each year until all work required under the Agreement is completed, DOE will schedule a meeting with EPA (the Annual Meeting) in August to primarily assess 1) progress on the work outlined in the Integrated Schedule for the current fiscal year and 2) funding projections for work to be done in the following fiscal year. Minutes of the meeting shall be prepared by a person mutually agreed upon by the EPA and DOE. Draft minutes will be made available for comment to both the EPA and DOE within 30 days following the meeting. Final minutes will be sent to both the EPA and DOE within 60 days following the meeting.

36. For the purpose of measurement, the total number of years needed to complete an item on the Integrated Schedule will be measured in work years, with each work year corresponding to the percentage of the work to be completed in that fiscal year. In the Annual Compliance Report, for each item on the Integrated Schedule, DOE will include confirmation that the work year was completed, not completed or partially completed. For partially completed items, DOE will provide EPA with an estimate of the percentage of work that was completed and an explanation as to why the work was not completed and a revised projected completion date.

37. At the Annual Meeting, DOE will provide EPA with a revised Integrated Schedule reflecting the work required under the Agreement for the forthcoming 3 years and a revised Long Term Schedule.

38. During the Annual Meeting each year, DOE will provide EPA with information on the funding obtained by DOE in the current fiscal year for the current Integrated Schedule and Long Term Schedule. If DOE is awaiting funding or a decision on funding, DOE will provide EPA with an estimated date that funding will be obtained or a decision on funding made.

39. EPA and DOE agree that the Integrated Schedule and Long Term Schedule are planning structures to assist in the integration and implementation of the obligations established under this Agreement. The projected schedules developed in accordance with this section do not give rise to imposition of stipulated penalties upon DOE.

## X.

## FORCE MAJEURE

40. DOE agrees to implement this Agreement in accordance with the deadlines set forth in the Attachments to this Agreement. DOE also agrees to adopt all reasonable measures to avoid or minimize any delays in the implementation of this Agreement. However, in the event of an unforeseeable or unexpected event or circumstance which is beyond the control of DOE, which could not be overcome by due diligence, and which necessitates revision of a deadline contained in this Agreement (hereinafter referred to as a "force majeure"), the parties agree to review and modify the deadline, as necessary. Force majeure events may include, but are not limited to, unforeseen and unavoidable delays caused by labor strikes, adverse weather conditions, natural disasters, unavailability of funds due solely to the restrictions of the Anti-Deficiency Act and only if DOE has demonstrated that it took all necessary steps and used its best efforts to obtain timely funding as set forth in Section IX of this Agreement, delays caused by compliance with

applicable environmental statutes or regulations or other circumstances beyond the control of DOE.

41. If any event occurs which DOE believes will or may cause a force majeure delay in achieving compliance with any deadline set forth in this Agreement, DOE shall notify EPA in writing at least seven (7) calendar days prior to the anticipated delay. That notification shall state the precise cause of the delay, the time required for DOE to take appropriate measures to minimize the delay, and include a description of those appropriate measures.

42. If EPA finds that DOE has complied with the notice requirements of the preceding paragraph, and if EPA determines that the delay or anticipated delay has been or will be caused by a force majeure event, the EPA shall review and modify the associated deadline(s), as necessary, to conform with the delay. Delay in any one requirement shall not automatically justify or excuse delay in the attainment of other requirements.

43. If EPA determines that the delay or anticipated delay has neither been nor will be caused by a force majeure event the existing deadline(s) shall remain in force. EPA shall notify DOE of its determination in writing.

44. In the event that DOE disagrees with the determination made by the EPA pursuant to the preceding paragraphs, DOE may use Section XI (Dispute Resolution) of this Agreement to resolve such dispute. DOE shall have the burden of proving that any delays are caused by a force majeure event.

XI.

DISPUTE RESOLUTION

45. If a dispute arises under this Agreement, the procedures of this Section shall control. During the pendency of any dispute, DOE agrees that it shall continue to implement those portions of this Agreement which are not affected by the dispute and/or which can be reasonably implemented pending final resolution of the issue(s) in dispute. If the EPA determines that all or part of the work affected by the dispute should stop pending resolution of the dispute, DOE shall discontinue those portions of work specified in writing by EPA. If DOE believes that the work stoppage is inappropriate or may have potential significant adverse impacts, DOE may contact the Director, Federal Facility Enforcement Office to discuss the work stoppage. Following this meeting and after further consideration of the issues, the Director, Federal Facility Enforcement Office will issue, in writing, a final decision with respect to the work stoppage. This final written decision may immediately be subjected to formal dispute resolution. Such dispute may be brought directly to the EPA Assistant Administrator for the Office of Enforcement and Compliance Assurance and the DOE Assistant Secretary, Office of Environmental Management.

46. EPA and DOE will each use Project Contacts as the point of contact for implementing this Agreement. The Project Contact for EPA is the Director, Federal Facility Enforcement Office. DOE has designated as Project Contact for the Portsmouth and Paducah facilities the Portsmouth/Paducah Project Office Manager. Either party may make a redesignation of its Project Contact upon written notification to the other party.

47. In the event of a dispute between the parties regarding the implementation of this Agreement, the parties shall make reasonable efforts to informally resolve the dispute.

EPA has designated a staff level contact in the Federal Facility Enforcement Office, the EPA Region 4 PCB Coordinator and the Region 5 PCB Program Coordinator to attempt to informally resolve the dispute. DOE has designated the Portsmouth and Paducah Site Leads to attempt to informally resolve the dispute. If resolution of a dispute cannot be achieved at the Project Contact level, the following procedures shall be implemented to resolve a dispute:

A. Within thirty (30) calendar days of any action which leads to or generates a dispute DOE shall submit to EPA a written statement of dispute setting forth the nature of the dispute, DOE's position with respect to the dispute and the information DOE is relying upon to support its position. If DOE does not provide such written statement to EPA within this thirty (30) day period, DOE shall be deemed to have agreed with the action taken by EPA which led to or generated the dispute.

B. Upon receipt of the written statement of dispute, DOE and EPA shall engage in dispute resolution among the Project Contacts. DOE and EPA shall have thirty (30) calendar days from the receipt by EPA of the written statement of dispute to resolve the dispute. During this period the Project Contacts shall meet as many times as necessary to discuss and attempt resolution of the dispute.

C. If agreement cannot be reached within this thirty (30) day period, DOE's Portsmouth/Paducah Project Office Manager may, within ten (10) calendar days of the conclusion of the thirty (30) day dispute resolution period, submit a written notice to EPA escalating the dispute to EPA's Assistant Administrator for the Office of Enforcement and Compliance Assurance and to DOE's Assistant Secretary, Office of Environmental Management. Together they shall have thirty (30) calendar days to resolve the dispute. If

DOE does not elevate the dispute within this ten (10) day escalation period, the DOE shall be deemed to have agreed with EPA's position with respect to the dispute.

D. If EPA's Assistant Administrator for the Office of Enforcement and Compliance Assurance and DOE's Assistant Secretary, Office of Environmental Management are unable to resolve the dispute within the specified thirty (30) day period, EPA's Assistant Administrator for the Office of Enforcement and Compliance Assurance shall provide DOE with a written final decision setting forth the resolution of the dispute.

E. The pendency of any dispute under this Part 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.

F. Within thirty (30) calendar days of resolution of a dispute pursuant to the procedures specified in this Part, 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.

G. Resolution of a dispute pursuant to this Part of the Agreement constitutes a final resolution of any dispute arising under this Agreement. DOE shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Part of this Agreement.

XII.

COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

48. The facilities currently use, and will continue to use as set forth in this Agreement, ventilation duct gaskets which contain PCBs.

49. The facilities are currently storing, and will continue to store, PCB waste co-contaminated with radioactive materials. DOE is developing but does not currently have the means to dispose of these materials.

50. DOE has undertaken in this Agreement to address the PCB items, PCB gasket use, use of PCB potential devices, any releases of PCB-contaminated oil from the ventilation duct gaskets, PCB process lubrication oil, and the storage of PCB waste co-contaminated with radioactive material.

51. Therefore, based on the facts and circumstances known to EPA as of the effective date of this Agreement, and set forth in this Agreement, EPA hereby agrees not to initiate any future civil administrative enforcement action against DOE or any of its contractors, or to refer a civil judicial enforcement action against DOE or its contractors under TSCA to the Department of Justice for covered matters defined in Section VII herein for so long as DOE is in compliance with the requirements of this Agreement.

52. The Parties recognize that compliance with the terms of this Agreement will require DOE to generate radioactive mixed wastes containing a hazardous component subject to the land disposal restrictions of the Hazardous and Solid Waste Amendments of 1984 for which there may be no available treatment capacity. Therefore, as long as DOE is using best efforts to locate or develop treatment capacity, and as long as DOE is in full compliance with the terms of this Agreement, EPA agrees not to initiate a civil or

administrative enforcement action against DOE and its contractor under RCRA or to refer a civil judicial enforcement action against DOE or its contractor to the Department of Justice for the storage of prohibited waste generated pursuant to the requirements of this Agreement

53. However, in the event that DOE is delayed in fulfilling its obligations as set forth in this Agreement as a result of insufficient availability of funding, and the Parties are unable to agree to an extension of schedules as provided for in Section IX (Funding), subject to Section X (Force Majeure) and Section XIV (Modifications), the covenant not to sue set forth above shall terminate.

54. Further, nothing herein shall preclude any actions by EPA to enforce the terms of this Agreement, or to address or bring any available legal or equitable claims for: (1) any preexisting, current, or future violations or conditions at the facility not specifically covered by this Agreement; (2) any emergency condition or imminent hazard which may exist or arise at the facility; (3) any cleanup action pursuant to any available authority.

55. Further, EPA filed a Complaint, Docket Number 91-H-02, against Martin Marietta Energy Systems on October 3, 1990, for violations of TSCA at the three uranium enrichment facilities. The parties agree that nothing contained in this Agreement shall affect that enforcement action in any way.

56. Further, except as otherwise specifically provided herein, the parties reserve all other rights they may have under law with respect to any other person.

57. DOE reserves the right to request the making of a rule, pursuant to Section 6(e)(2)(B) of TSCA, to authorize the use of PCBs in ventilation duct gasket material.

XIII.

EXPIRATION

58. Within thirty (30) calendar days of DOE's final notification of completion of the final milestones required under this Agreement, DOE will provide EPA with a certification that all conditions and terms of this Agreement have been completed.

59. Within thirty (30) calendar days of receipt of DOE's certification, EPA will acknowledge in writing the receipt of the certification. EPA will respond to DOE's certification within one hundred and eighty (180) calendar days from the receipt of DOE's certification. EPA's response will indicate whether DOE has completed the requirements and milestones required by the Agreement to EPA's satisfaction and state the reasons for its conclusions. Upon issuance of EPA's final determination that DOE has completed the requirements and milestones required by the Agreement to EPA's satisfaction, the requirements of this Agreement shall be considered satisfied and this Agreement shall be considered terminated.

60. In addition to EPA's general inspection authorities under TSCA, EPA specifically reserves the option of conducting a verifying inspection after DOE has provided EPA with the final notification of completion as provided in this Agreement. If EPA elects this option, the verifying inspection will be conducted within one hundred and twenty (120) calendar days of DOE's certification.

61. In the event that DOE fails to comply with the requirements set forth in this Agreement, subject to Section IX (Funding, Annual Meeting and Integrated Schedule), Section X (Force Majeure), Section XI (Dispute Resolution), and Section XIV (Modifications), EPA may, within its discretion, terminate this Agreement by written notice to DOE.

XIV.

MODIFICATIONS

62. Modifications to this Agreement may be requested by EPA or DOE. Except as otherwise provided herein, all such modifications shall be by mutual agreement of the parties to this Agreement. All modifications requiring mutual agreement of EPA and DOE shall be in writing and shall be effective as of the date the last party affixed its signature.

63. The parties recognize that in the course of implementing this Agreement there may be a need for minor field modifications to the Attachments to this Agreement or to deliverables submitted pursuant to this Agreement. The parties agree that any such minor field modifications may be made pursuant to a mutual agreement of the parties as set forth in a written agreement between the Project Contacts.

64. The parties recognize that DOE has limited treatment and disposal capacity for PCBs and PCB items co-contaminated with other waste materials. In the event that it should become necessary to delay the treatment or disposal of materials covered by this Agreement to allow for the treatment or disposal of other waste materials generated by DOE which pose greater risks to human health or the environment, the parties agree to modify this Agreement, as appropriate.

XV.

EFFECTIVE DATE

65. This Modification Agreement shall become effective upon execution by authorized representatives of EPA and DOE. In the event that authorized representatives of

EPA and DOE do not execute the Modification Agreement on the same day, the Modification Agreement shall become effective upon the date which the last party affixed its signature to the Modification Agreement.

THE PARTIES SO AGREE:

Karin Leff

Date: May 30, 2017

Karin Leff
Acting Director
Federal Facilities Enforcement Office
U.S. Environmental Protection Agency

Robert E Edwards III Date: May 30, 2017

Robert E. Edwards, III
Manager
Portsmouth/Paducah Project Office
U.S. Department of Energy

# ATTACHMENT I

## PORTSMOUTH AND PADUCAH GASEOUS DIFFUSION PLANTS REMEDIAL IMPLEMENTATION PLAN

**1. Interim Measures[1]:**

(A) Troughing - All motor exhaust gasket flanges will be troughed to capture gasket drips. The purpose of this measure is to prevent further spills onto the floors of the buildings and does not relieve DOE from the obligation to comply with the measures set forth below which are designed to bring the facilities into full compliance with the PCB regulations.

Work Completion Date: Completed

Documentation Provided to EPA:

The troughing project was completed at Portsmouth in 1993 with the installation of over 16,028 troughs. Evidence of the completion of this milestone is contained in POEF-MMES-12, *The Polychlorinated Biphenyl Annual Compliance Agreement Report, January 1, 1994 through December 31, 1994*, dated June 1995.

This milestone was fulfilled at Paducah when the last of the 16,024 troughs was installed on November 24, 1993. On January 14, 1994, the Paducah Gaseous Diffusion Plant DOE Site Office provided a notification of work completion. *See The Polychlorinated Biphenyl Annual Compliance Agreement Report for the Paducah Gaseous Diffusion Plant (January 1, 1994 – December 31, 1994)*," dated February 1995.

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[1]DOE shall submit to EPA an Annual Compliance Agreement Report pursuant to this Compliance Agreement by July 1, 1992, and yearly thereafter covering the previous calendar year until the expiration of this Compliance Agreement. The Annual Compliance Agreement Report will include summaries of the reporting requirements as set forth within this Agreement and the PCB Annual Document will be used as an additional reference.

(B) On-Site Disposal Investigation - DOE is to provide EPA with a certification that all identified sites historically used for the disposal of PCB-contaminated wastes are being or will be sampled and analyzed to determine the extent of contamination within the context of separate present or pending permits, Agreement(s) or Orders between DOE and EPA. These requirements in the permits, Agreement(s) or Orders will satisfy EPA's historical Spill Cleanup Policy.

Work Completion Date: Completed

Documentation Provided to EPA:

The Portsmouth Site Office submitted copies of the Consent Decree between DOE and the state of Ohio, and the Administrative Order by Consent (Consent Order) between DOE and EPA to DOE-Headquarters (DOE-HQ) on January 27, 1992. On March 13, 1992 the Portsmouth DOE Site Office provided certification to DOE-HQ that all PCB disposal sites at Portsmouth area were being investigated pursuant to separate permits, agreements, or orders. This certification was submitted from E.W. Gillespie to J. William Bennett by letter entitled, "Certification Documentation for TSCA FFCA" (Appendix A). The documentation and certification referenced above was submitted to EPA on March 17, 1992 by cover letter from J. William Bennett to Michael F. Wood (Appendix B). This FFCA deliverable is considered closed for Portsmouth. *See The Polychlorinated Biphenyl (PCB) Annual Compliance Agreement Report (February 20, 1992 – December 31, 1992)*, dated May 1993.

For the Paducah Site, completion of this requirement is documented in the *PGDP Annual 1992 Report on Toxic Substances Control Act Federal Facility Compliance Agreement*, dated June 1993.

(C) Potential Devices - Electrical Voltage Potential Devices at the Paducah Gaseous Diffusion Plant may continue to be used prior to replacement so long as the following steps are taken: 1. Daily documented inspections will be performed to check for seepage of PCB-contaminated oil to the external surfaces; 2. Immediate documented cleanup of external surfaces if PCB-contaminated oil is found; 3. Containment such as sealing in clear plastic for those with recurring seepage, with daily changeout of the plastic and cleanup of the external surfaces; 4. Restricting access to potential devices showing seepage by the use of flagging and caution signs. Final compliance will be achieved by replacing all potential devices which are unauthorized for use.

Work Initiation Date: Completed

Work Completion Date: May 31, 1993

Documentation to be Provided to EPA:

a. Notification of work completion
b. Copies of monthly summaries of the daily inspection and cleanup documentation will be included in DOE's Annual Compliance Agreement Report and subject to EPA inspection

(D) Air Sampling - Consistent with DOEs monitoring at the facilities, PCB air sampling will be continued in process buildings with motor exhaust systems. 2 samples will be taken per process building per year anytime during the months of June, July, and August. For each annual air monitoring activity in a building, there will be two kinds of sampling sites: a best engineering judgement (BEJ) selected site and a randomly selected site. The randomly selected site shall be different from the BEJ site and shall be newly selected for each annual monitoring activity according to the attached guidance provided in the appended "Selection of Random Sampling Sites". DOE shall report annually to the EPA any PCB concentrations greater than 0.5 micrograms per cubic meter measured from any air monitoring sampler at any location. Upon receipt of any such measurement data, EPA will contact DOE to address further monitoring requirements and any other required actions. Should EPA conclude that air sampling results produced pursuant to this Agreement so warrant, EPA and DOE shall meet and shall agree upon additional protective measures to be taken by DOE.

Work Initiation Date: Completed

Work Completion Date: Individual Process Building specific dates – the date for each building is the start of building demolition.

Documentation to be Provided to EPA:

a. Notification of work completion
b. Air sampling results will be included in DOE's Annual Compliance Agreement Report

**2. Compliance Measures:**

(A) Process Lubrication Oil - All process lubrication storage systems associated with gaseous diffusion process shall be inventoried, sampled and the samples analyzed.

Work Completion Date: Completed

Documentation Provided to EPA:

This deliverable was completed prior to the parties signing the February 20, 1992 Compliance Agreement.

(B) Process Lubrication Oil Removal - DOE shall provide evidence that the disposal of the PCB lubrication oil that is regulated for use will begin no later than 180 calendar days from the date of the February 20, 1992 Compliance Agreement. DOE intends to employ a company having an appropriate PCB disposal approval (according to 40 C.F.R. §761.60) authorizing disposal of the PCBs in the lubrication oil at the concentration present. Within 90 days of the date of the February 20, 1992 Compliance Agreement, DOE shall submit a copy of a contract to EPA to begin the disposal within 180 calendar days of the date of this Agreement and complete the disposal of the PCBs in the lubrication oil no later than 240 calendar days from the date disposal starts or no more than a total of 426 calendar days from the date of the February 20, 1992 Compliance Agreement. This time period may be extended by mutual, written agreement of the parties. Requests for extension are subject to the dispute resolution provisions of this Agreement. Disposal status and Notification of Completion shall be included in DOE's Annual Compliance Report.

Work Completion Date: Completed

Documentation Provided to EPA:

As a result of the process lubrication oil system characterization activities, eight process lubrication oil systems at Portsmouth were found to contain oil with PCBs at concentrations between 50 and 500 parts per million (ppm). Portsmouth began retrofill of the eight PCB-contaminated lube oil systems on August 10, 1992. All eight systems were retrofilled as of March 26, 1993. All eight systems were reclassified as nonregulated as of August 17, 1993. For additional information, see POEF-MMES-12, *The Polychlorinated Biphenyl Annual Compliance Agreement Report, January 1, 1994 – December 31, 1994*, dated June 1995.

This requirement is not applicable to Paducah since Paducah does not have process lube oils that contain PCBs.

(C) Spill Cleanup - PCBs and PCB-contaminated oil that may leak onto building floors shall be cleaned up in accordance with the EPA Spill Cleanup Policy. For spills >500 ppm PCBs, this shall consist of cleanup to 10 µg PCB/100 $cm^2$ with 95% confidence, based on the statistical sampling approach set forth in Attachment III, which shall be used within the spill area to verify cleanup to appropriate levels or, alternatively, to 100 µg PCB/100$cm^2$ with 95% confidence, based on the statistical sampling approach set forth in Attachment III, which shall be used within the spill area to verify cleanup to appropriate levels followed by application of an appropriate sealant, such as a 2-layered epoxy-type paint. All spill cleanups will be initiated within 24 hours of discovery, excluding historical spills which are defined as PCB stains resulting from spills which have occurred prior to the effective date of the February 20, 1992 Compliance Agreement. Historical spills may be left in place until demolition of the facility, provided public access to the facility is restricted to prevent unauthorized entry. In the event that a new spill should occur on a historical spill site, and the appropriate standard specified above cannot be met after best efforts to meet the standard are made, DOE may request that EPA consider the efforts

DOE has made and classify the spill area as a historical spill for purposes of the cleanup under this Agreement.

Work Initiation Date: On-going

Documentation to be Provided to EPA:

a. Quarterly report documenting PCB spills and PCB spill cleanup measures to be included in DOE's Annual Compliance Agreement Report and subject to EPA inspection

(D) Storage -Except as specifically set forth herein, all PCB waste storage areas shall meet storage area requirements in accordance with 40 C.F.R. §761.65, and shall not contain nonradioactive PCBs and PCB Items stored for more than one year. Radioactive PCBs and PCB Items must be stored for disposal in accordance with 40 C.F.R. § 761.65. Radioactive PCBs and PCB Items stored in TSCA-compliant storage areas may be stored for more than one year prior to disposal pursuant to 40 C.F.R. 761.65(a)(1). Non-radioactive PCBs and PCB Items must be stored for disposal in accordance with 40 C.F.R. § 761.65, including the one-year limitation on storage for disposal in 40 C.F.R. § 761.65(a)(1). PCBs and PCB Items must be stored for disposal in accordance with 40 C.F.R. § 761.65, including applicable storage limitations for radioactive and non-radioactive PCBs and PCB Items.

The trough system contains multiple collection points for the PCB-contaminated liquids which leak from the gaskets. For purposes of this Agreement, the date these liquids are removed from service and placed into storage for disposal is the date they are transferred from the collection system into drums and placed into a PCB storage area. The DOE has ongoing programs to better characterize the radioactive content of its wastes to allow them to be disposed by the commercial sector. For purposes of this Agreement, when a radioactive PCB waste is determined to be non-radioactive, the date it is considered placed into storage for disposal will be the date on which it is certified by DOE to be non-radioactive. DOE may continue to utilize polyethylene storage containers for radioactive PCBs prior to criticality analysis. DOE may continue to store radioactive PCBs in polyethylene containers should criticality analysis indicate the need for such; otherwise, following such analysis the material will be transferred to appropriate storage containers.

Work Completion Date: Completed; storage for disposal is ongoing.

Documentation Provided to EPA:

Documentation of completion can be found in the 1992 Annual Compliance Agreement reports for both Paducah and Portsmouth.

(E-1) Building Demolition Wastes – Building demolition wastes may include PCB-contaminated electrical cables and associated equipment and PCB and asbestos-

contaminated ventilation ducts, gaskets, flanges, piping, and caulking. Building demolition wastes shall be managed and disposed of in accordance with TSCA and its implementing regulations, the Clean Air Act and its implementing regulations (including the asbestos NESHAP), RCRA and its implementing regulations, and applicable worker safety requirements. Building demolition wastes comprised of PCBs or PCB Items (as defined in 40 C.F.R. § 761.3) shall be managed and disposed of as directed in 40 C.F.R. § 761.50. In particular, building demolition wastes comprised of PCB-contaminated ventilation ducts, gaskets or flanges, PCB-contaminated piping, or other PCB-contaminated materials containing PCBs as a result of a spill, release, or other unauthorized disposal shall be managed and disposed of as PCB remediation waste in accordance with 40 C.F.R. § 761.61. PCB waste from demolition activities will be stored in compliance with applicable requirements of TSCA and RCRA.

Work Initiation Date: Building specific dates – the date for each building is the date when demolition begins. DOE will hold annual meetings with respective US EPA Regions to identify projected or actual work initiation dates as described in Section IX of the FFCA.

Work Completion Date: Within ten years of work initiation date (for each building). Updates will be provided in the Annual Compliance Agreement Reports.

Documentation to be Provided to EPA:

a. Notification of work initiation – a letter notification shall be made to EPA 60 days prior to initiating the demolition of a building.

b. Notification of work completion – documentation on the completion will be provided in the Annual Compliance Agreement Report.

c. Yearly progress reports to be included in DOE's Annual Compliance Agreement Report.

d. Certification that disposal of building demolition waste is complete and disposed of as directed in 40 C.F.R. Part 761.50. This certification will be submitted as part of the Annual Compliance Agreement Report.

(E-2) PCB-contaminated slabs for each building, identified in paragraph 9 and 10 of this Agreement, may be left in place longer than the work completion date (e.g. ten years after work initiation date for each building). PCB contaminated slabs for each building shall be maintained according to the requirements of 40 C.F.R. § 761.30, except that historical spills as defined in Section 2(C) shall be maintained in accordance with Section 2(C). Any discharge of water containing PCBs must be in accordance with 40 C.F.R. § 761.50(a)(3). Following any release of PCBs from PCB-contaminated slabs, appropriate measures shall be taken to prevent further discharge of PCB waste. Cleanup and disposal

must proceed as directed in 40 C.F.R. § 761.50 and the release, cleanup and disposal actions must be documented in the Annual Compliance Agreement Report. PCB-contaminated slabs shall be disposed of in accordance with 40 C.F.R. § 761.61 as PCB remediation waste.

(E-3) Processing of any PCB-contaminated demolition material before disposal in the On Site Waste Disposal Facility must be in compliance with 40 C.F.R. § 761.20(c). Any processing operations that require a PCB disposal approval in accordance with 40 C.F.R. § 761.20(c) will be documented in the Annual Compliance Agreement Report.

(F) Other Wastes- All PCBs and PCB Items (as defined in 40 C.F.R. § 761.3), including PCB-contaminated ventilation ducts (and associated flanges), electrical cables and associated equipment, which are not demolished in place with the building and part of the building demolition wastes, or decontaminated pursuant to Section 2(C) of this Attachment, including PCB waste generated during deactivation, shall be disposed of as directed in 40 C.F.R. §761.50. All waste PCBs and PCB Items contaminated with hazardous waste and/or asbestos shall be disposed of as directed in TSCA, RCRA, and Clean Air Act requirements and implementing regulations (including the asbestos NESHAP), or alternate disposal methods approved by EPA, as appropriate.

Work Initiation Date:

a. Non-radioactive PCBs and PCB Items - On-going

b. Co-contaminated, radioactive PCBs and PCB Items stored for disposal - On-going

c. Other wastes including ventilation gaskets, ductwork and flanges, electrical cable, associated equipment, and historical spill material (concrete remaining within the building identified as historical spills in accordance with Section 2(C)) - Building specific dates – the dates for each building is the date when demolition begins. DOE will hold annual meetings with respective US EPA Regions to identify projected or actual work initiation dates as described in Section IX of the FFCA. [See Section 2(E) of this Attachment].

Work Completion Date

a. Non-radioactive PCBs and PCB Items - updates will be provided in the Annual Compliance Agreement Report. DOE will also notify EPA of the completion of the disposal of PCB wastes.
b. Co-contaminated, radioactive PCBs and PCB Items stored for disposal – updates and completion of PCB disposal will be provided in the Annual Compliance Agreement Report. Radioactive PCBs and PCB Items will be

stored for disposal in accordance with Section 2(D) of this Attachment and 40 CFR 761.65.

c. Ventilation gaskets, ductwork and flanges, electrical cable, associated equipment, and historical spill material – Work will be completed within ten years of work initiation date (for each building). Updates will be provided in the Annual Compliance Agreement Report.

Documentation to be Provided to EPA

a. Provide progress reports for the disposal of PCB wastes in the Annual Compliance Agreement Report. DOE will also notify EPA of the completion of the disposal of PCB wastes. The notification will be in the Annual Compliance Agreement Report.

b. Certification that all radioactive and nonradioactive PCBs and PCB Items, including ventilation ducts, flanges, gaskets, piping, electrical cable and historical spill material, have been properly disposed.

(G) Worker Safety Measures - All persons entering the active PCB spill areas shall be provided worker safety training and shall use suitable personal protective clothing and equipment sufficient to prevent unreasonable risk to human health posed by PCBs and any other hazardous material used or which is reasonably anticipated to be encountered during compliance with this Agreement in accordance with applicable worker protection standards

Documentation Provided to EPA:

a. Certification that suitable personal protective clothing and equipment is being utilized. – Completed: Detailed documentation of completion can be found in the 1992 Annual Compliance Agreement reports for both Paducah and Portsmouth.

(H) Hydraulic Systems at Paducah GDP - The C-340 building at Paducah is a non-operating building that contains three PCB-contaminated hydraulic systems above 50 ppm PCBs which have been drained and will not be refilled. The areas in C-340 where the hydraulic systems are located are radioactively contaminated due to past operations. Workers must wear protective clothing to enter these areas. Respiratory protection is required during air turbulence generating activities such as grinding, welding, and cleaning in all of the processing areas. In some locations within these areas, respiratory protection is required just to inspect components of the hydraulic systems. Therefore, all readily accessible PCB-contaminated hydraulic systems components will be inspected and documented annually for leaks and accumulation of free liquid. The hydraulic systems and any residual PCBs contained therein may be left in place in the C-340 building until demolition. Final removal and disposal or decontamination of the PCB-contaminated hydraulic systems will be conducted in accordance with Section 2(F) of this Attachment.

Work Initiation Date: Completed – July 2, 2010

Work Completion Date: Completed

Documentation Provided to EPA: Certification submitted to EPA on March 28, 2014

## Attachment II

## Selection of Random Sampling Sites

Random Numbers shall be used in the selection of some sampling sites at the DOE facilities. The random site selection process will be as follows:

1. Site selection requires accurate floor plans for facilities to be sampled and a table of random numbers (attached).

2. Establish a two-dimensional grid system on the floor plan for each facility to be sampled. Grid intervals shall be no larger than three meters. Number the grid intervals by integers beginning with zero at the origin, which would be one of the corners of the inside of the building. These integers are the eligible numbers for potential random selection.

3. For purposes of sample site selection, there are two ways to generate random numbers to identify coordinates for each of the two dimensions for each building floor plan. One way is by the use of an automatic random number generator on an electronic calculator. The other way is by using the attached random number table.

To begin the site selection on the attached random number table, first select a random start location position on the random number table as follows:

a. Locate a book with at least one hundred consecutive numbered pages.
b. Locate a random start column on the random table by opening the book and taking the last digit of a page number. The far left column is column 1 and the far right column is column zero. Close the book.
c. The first row is row one and the last row is number 45. Locate the random start row as follows:

    i. Open the book again and select another last digit for the first digit of the row. Only zero through four are eligible for the first digit of the row since there are only 45 rows. If the last digit is five through nine (an ineligible selection), close the book and reselect, that is, open another page until a number between zero and four is the last digit. Close the book
    ii. Select the second digit the same way as the column number and the first digit of the row, reselecting if an ineligible digit is selected. For example, if the first digit is selected for the row is 4 and the second digit selected is six, the second digit must be reselected. If the random start comes up 46 to 00, these numbers are ineligible and another digit should be selected.

d. Once column and row are selected, the start location in the random number table will be the upper left side of the block of five numbers formed by the row and column.

A random start selection procedure is not needed for an automatic random number generator.

4. Using the randomly selected starting point on the random number table as in 3a.- 3d. above, or using an automatic random number generator, random numbers shall be taken from the table one dimension at a time to select each sampling point. The list of consecutive integers assigned to the grid lines for each dimension of each floor plan, as described in #2 above, define the eligible population of coordinates for each dimension of each floor plan.

For each floor plan, each sampling location should be selected one dimension at a time as follows. Select the number of consecutive digits in the random number table, or in the number generated by the automatic random number generator, that are in the grid line numbers. Usually this will be two (single digits should be preceded by a zero), for each of the two dimensions. These selected digits, when among the eligible population of coordinates for each dimension, will be the coordinates of the sampling location grid point.

a. If using the random number table:

Continue selecting coordinates across a row from right to left and down a column. When all numbers in a column have been used, proceed to the first row of the next column and work down.

Example: Suppose column 5 and row 39 on the random number table were selected. The number at the random start is 7. Therefore, the first dimension of the first floor plan is 76. If 76 is ineligible, then the next two digits should be 04. The next pair would be 55, 64, 41, 02, etc.

b. If using an automatic random number generator:

i. If the generator generates a single random digit at a time, select single digits one at a time until sufficient eligible digits are selected for each coordinate and for each floor plan; and

ii. If the generator generates more than a one digit number, start from the left side of each random number and select digits until sufficient eligible digits are selected. If there are insufficient digits generated to complete all necessary coordinates from a single generated random number, use all digits present to select complete coordinates (do not carry over unused digits) and then generate another number and continue selecting the additional coordinates until all have been selected and all have eligible coordinates.

5. Locating points on the floor, using the randomly selected coordinates, may not be as simple as identifying the location on the floor plan. Use "landmarks" on the floor plan as best as possible.

Using the two coordinates generated using random numbers, it is possible that a selected location is not eligible. Eligibility in this case is based on whether a sampler can physically be located at breathing level at a selected set of coordinates. Ineligibility may result from the presence of a wall, a pillar, or some other obstacle. In this case, place the sampler as near as

possible to the selected location, so long as the nearby location is no more than half of a grid interval (along either coordinate axis) distant from the original location. If a sampler has to be moved from an ineligible location a distance of more than half of a grid interval along either coordinate axis, select two new sampling point coordinates, relocate the new sampling point in the building, and check the new sampling point for eligibility.

## Attachment III

## Statistical Sampling Required for Spill Cleanup Verification*

If the cleanup area for a PCB spill which has occurred as of and subsequent to the effective date of this Agreement is:

a. less than 100 $cm^2$ - Record the exact surface area of the spill and cleanup area and wipe sample the entire area.

b. greater than 100 $cm^2$ but less than 500 $cm^2$ - Take one randomly located 100 cm2 wipe sample.

c. greater than 500 $cm^2$ but less than 1500 $cm^2$ - Take three randomly located 100 $cm^2$ - non-adjacent wipe samples.

d. greater than 1500 $cm^2$ - Follow the sampling procedure set forth in EPA's Spill Cleanup Manual.

* Applicable for PCB spills > 500 ppm.