



Department of Energy
Office of Legacy Management

JUL 1 2005

WM-66

Mr. William VonTill
U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Two White Flint North
Mail Stop 8A33
Rockville, MD 20828-2738

Subject: ~~Naturita~~ and Slick Rock, Colorado, Sites

Dear Mr. VonTill:

Thank you for touring the Naturita and Slick Rock sites on May 3. You requested information regarding several issues that were raised, and we are enclosing responses to these requests.

Considerable effort was expended in 2001 at the Slick Rock West processing site to determine the extent of the hydrocarbon contamination that we observed in well 0319. You will find enclosed information and results pertaining to this effort, most of which can be found in the 2002 *Site Observational Work Plan for the Slick Rock, Colorado, UMTRA Project Sites*.

If you or your staff require additional information for the review of documents, please contact me at the above address or call me at (970) 248-6004.

Sincerely,

Michael K. Tucker
General Engineer

Enclosures

cc w/o enclosures:
ULGAF 1.2.1 (E. Cotter)

mkt\NRCSlickRockNaturita.doc

Responses to Bill VonTill Questions for May 3, 2005 Visit

Naturita Processing Site

1. Q. Is uranium increasing at the seep?
A. A time/concentration graph for the seep at Naturita, location 0538, is enclosed. It shows an increase from sampling conducted in 1994 – 1995 to sampling started in 2001. From 2001 forward, it shows a fairly steady concentration. The reason for the low value in late 2001 is unknown.
2. Q. What is the source of drinking water for the family on east side of San Miguel River.
A. Dick Dayvault contacted the Maupin family. They haul water from Nucla and use a cistern.
3. Q. What is the source of drinking water for the family (Richardson property) located about a mile north of the Calamity Bridge
A. Dick Dayvault contacted the Maupin family. They believe water was hauled there also, but were not positive. Do not believe anyone is currently living there.
4. A copy of the Environmental Covenant with the State of Colorado and the Maupin family is enclosed.

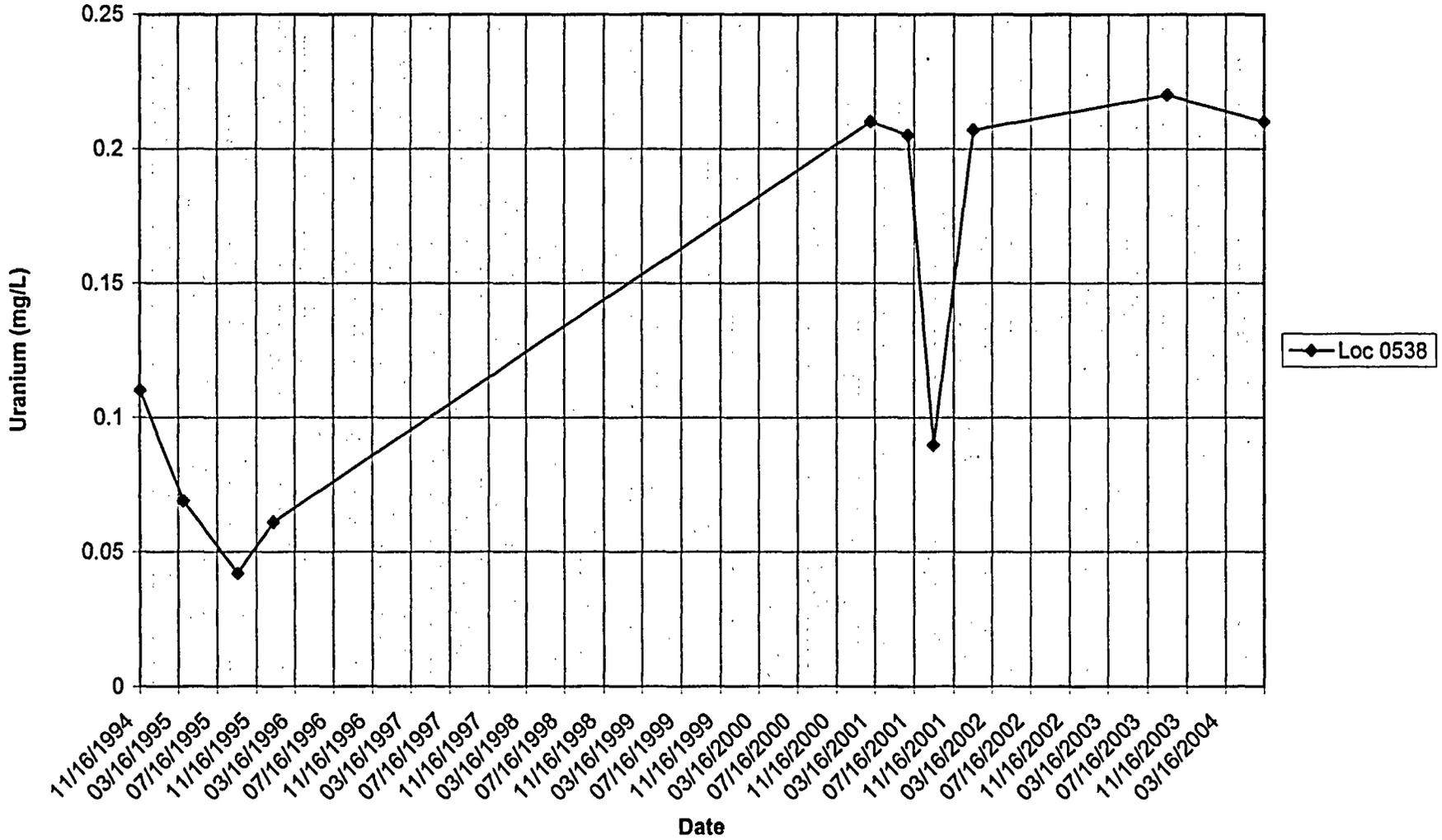
Slick Rock Processing Site

1. Q. What is the source of drinking water for the families living adjacent to the NC or East site?
A. Ed Cotter contacted Dan Woodard, one of the residents there, and asked the question. The families share water from a well in the Navajo Sandstone. The well is labeled 0672 in DOE records and it produces uncontaminated and potable water. A list of analytical results is enclosed. A D-scale map of both sites showing the location of the well is also enclosed.
2. Q. What is the source of drinking water from the residence along the Dolores River on the NC or East site?
A. There was once a shallow hand dug alluvial well located there, location 0675. It has collapsed and is no longer used. Water from well 0672 is shared at this location as needed. The owner of the property along the river is the same person who owns well 0672.
3. Q. Provide more information about the hydrocarbon spike found in well 0319. Is free produce found in the well? Was there more characterization? Was the plume mapped? Was free produce found in the well?
A. Considerable effort was expended in 2000 and 2001 to study the hydrocarbons found at the site. A number of well points were installed and sampled and were decommissioned in 2001. Time/concentration plots of data collected from these shallow wells are provided for BTEX, see enclosed graphs. Only well 0319 remains and is being sampled. A brief description of the Characterization Plan and Results is enclosed. According to the sampling team, free produce did not appear on the surface of the water in well 0319. It was concluded that the plume

covered an area of about 150 by 250 feet and that it attenuated more than 100 feet before reaching the Dolores River. Figure 5-22 from the Site Observational Work Plan (SOWP) is a spot plot for benzene concentrations that shows the approximate location for the plume. A discrete plume diagram was not generated for this study. Page 5-54 from the SOWP indicates a source was never determined and the benzene is probably the remnant from a gasoline spill. The concentrations in Figure 5-22 suggest a steady-state source because high concentrations are located in the middle of the plume. Therefore, it was surmised that microorganisms would reduce the potential risk by degrading the hydrocarbons before they reach the Dolores River. Concentrations of benzene in well 0319 have generally decreasing over the past 5 years.

Naturita Processing Site (NAT01)

Uranium Concentration





STATE OF COLORADO
DEPARTMENT OF LAW
OFFICE OF THE ATTORNEY GENERAL

STATE SERVICES BUILDING
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Denver, Colorado 80203
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KEN SALAZAR
Attorney General

DONALD S. QUICK
Chief Deputy Attorney General

ALAN J. GILBERT
Solicitor General

August 26, 2003

Ern Maupin
2938 Highway 141
Naturita, Colorado 81424

Re: Environmental Covenant

Dear Mr. Maupin:

Please find enclosed a copy of the Environmental Covenant between May Maupin and the Colorado Department of Public Health and the Environment. This covenant was sent to the Montrose County Clerk and Recorder on August 20, 2003.

If you have any questions, please feel free to call me at the number listed below.

Sincerely,

Suzanne Burdick
Legal Assistant
303-866-5126

Enclosures

Cc: Cheri Bahrke, Grand Junction USDOE

JUL 24 2002

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

By this deed, May Maupin grants an Environmental Covenant ("Covenant") this 5th day of July, 2002 to the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, May Maupin is the owner of certain property located in Naturita, Montrose County, Colorado, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, uranium mill tailings have been disposed adjacent to the Property; and

WHEREAS, pursuant to the Site Observational Workplan for the Naturita, Colorado UMTRA Project Site, dated May 2002, the Property is the subject of remedial action pursuant to the Uranium Mill Tailings Radiation Control Act, P.L. 95-604 ("UMTRCA") and UMTRCA regulations, 40 C.F.R. § 192 Subpart B, and;

WHEREAS, the United States Department of Energy will construct a domestic water supply well on the Property to allow beneficial uses of uncontaminated groundwater while this Covenant is in effect; and

WHEREAS, May Maupin desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind May Maupin, her heirs, successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Property, for the benefit of the Department.

NOW, THEREFORE, May Maupin hereby grants this Environmental Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following environmental use restrictions which shall run with the Property in perpetuity and be binding on May Maupin and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land. May Maupin declares that the United States Department of Energy ("DOE") shall be a third party beneficiary of this Environmental Covenant. May Maupin, her successors, and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns shall hereinafter be referred to in this covenant as OWNER.

1. Use restrictions

- A. No habitable structure may be constructed on the property in areas where the Department of Energy has applied Supplemental Standards, as designated in Attachment B, without properly designed radon mitigation.
- B. No wells or drilling or pumping whatsoever shall be permitted or allowed in the alluvial aquifer, without modification of this Covenant pursuant to paragraph 3, below. The only exception to the foregoing is for monitoring and remedial wells installed by the Department of Energy, in connection with the on-going, approved remedial activities at the Property.
- C. Grazing and animal husbandry activities are permissible in all areas, including those where the Department of Energy has applied Supplemental Standards, as designated in Attachment B. All other activities, including tilling, excavation, grading, construction, or any other activity that disturbs the ground surface in these Supplemental Standards areas are not allowed without modification of this Covenant pursuant to paragraph 3, below.
- D. No activities that will in any way damage any monitoring or remedial wells installed by the Department of Energy, or interfere with the maintenance, operation, or monitoring of said wells is allowed, without modification of this Covenant pursuant to paragraph 3, below.

2. Purpose of this covenant The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to any residual radioactive material or contaminated groundwater that remains on the Property. The Covenant will accomplish this by minimizing those activities that result in disturbing the ground surface, and by creating a review and approval process to ensure that any such intrusive activities are conducted with appropriate precautions to avoid or eliminate any hazards.

3. Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. The Department shall consult with the United States Department of Energy before making any determination on the request for modification. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

- a) a proposal to perform additional remedial work;
- b) new information regarding the risks posed by the residual contamination;
- c) information demonstrating that residual contamination has diminished;
- d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and other appropriate supporting information.

4. Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.

5. Incorporation OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

6. Notification for proposed construction and land use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

7. Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

8. No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant; nor does any other named beneficiary of this Covenant acquire any liability under State law by virtue of being such a beneficiary. This covenant does not affect DOE's responsibilities pursuant to UMTRCA.

9. Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-321, C.R.S. May Maupin and any named beneficiaries of this Covenant may file suit in district court to enjoin actual or threatened violations of this Covenant.

10. Owner's Compliance Certification OWNER shall submit an annual form or letter to the Department, on the anniversary date of this Covenant signed by May Maupin, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.

11. Notices Any document or communication required under this Covenant shall be sent or directed to:

Jeffrey Deckler
Remedial Programs Manager
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

May Maupin, has caused this instrument to be executed this 15 day of July, 2002.

May Maupin

By: May Maupin

Title: _____

STATE OF Colorado)

COUNTY OF Mesa)

ss:

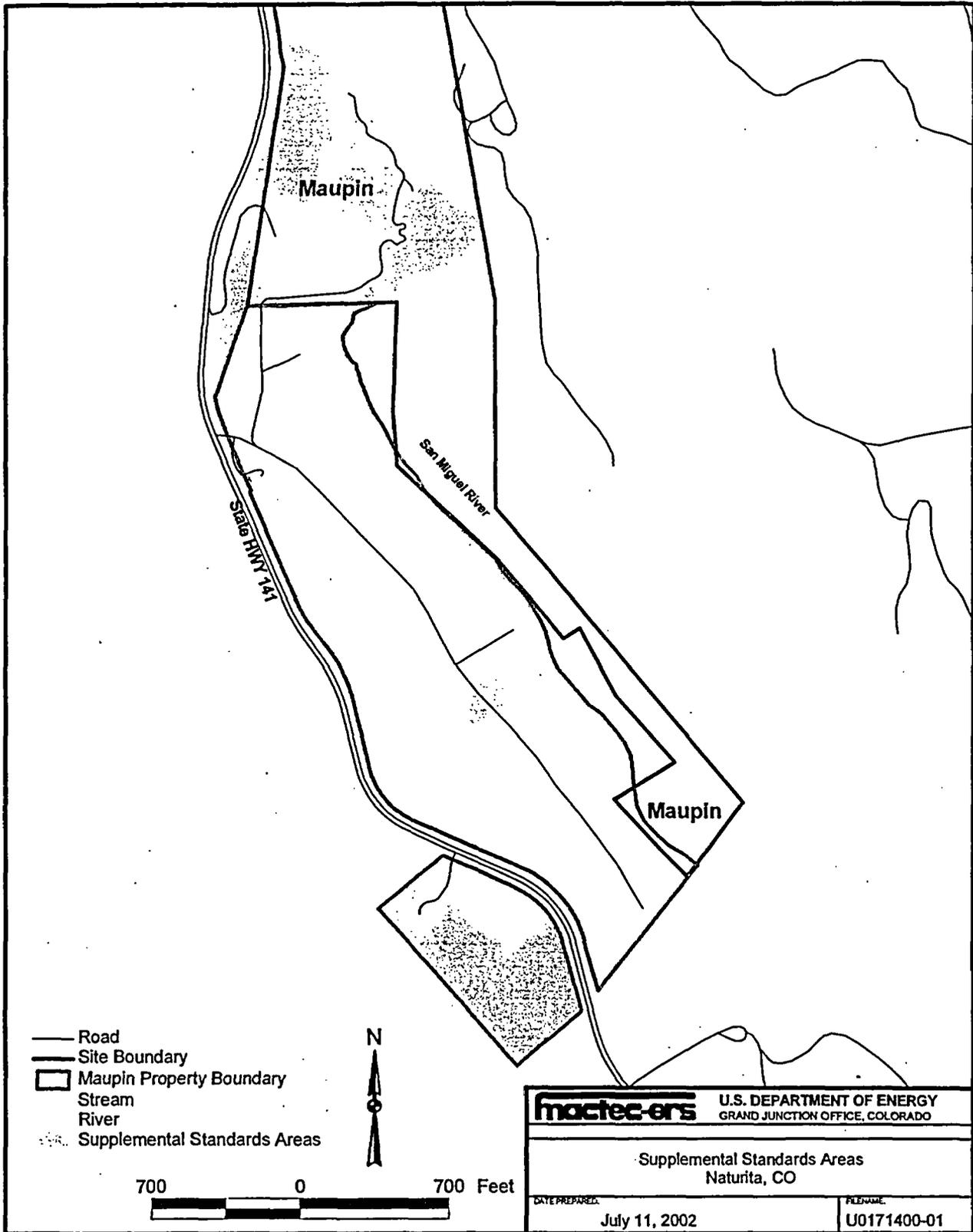
The foregoing instrument was acknowledged before me this 15 day of July, 2002 by Jean M Wasinger on behalf of May Maupin

Jean M Wasinger
Notary Public

2808 North Ave
Address

19 CO

My commission expires: 05/06/2006



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