

D R A F T

INTERAGENCY AGREEMENT
NO. DE-AI13-96GJ76603

BETWEEN

U. S. ARMY CORPS OF ENGINEERS
PITTSBURGH DISTRICT

AND

U. S. DEPARTMENT OF ENERGY
GRAND JUNCTION PROJECTS OFFICE

DRAFT

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U.S. DEPARTMENT OF ENERGY
INTERAGENCY AGREEMENT FACE PAGEFUNDS-OUT INTERAGENCY AGREEMENT (IA)
Pursuant to

1. IDENTIFICATION

- a. DOE IA No.:
b. Other agency IA No.:
c. Modification No.:
d. Task order No.:

2. TYPE OF ACTION:

☐ New Award ☐ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:

4. AGREEMENT PERIOD (month, day, year)

From: To:

6. DOE PROGRAM OFFICER

Name:

Address:

Telephone Number:

5. FINANCIAL

a. Accounting and Appropriation Data:

b. Funding sources

DOE
Agency

Total Funding

\$
\$
\$
\$
\$

c. Method of Payment:

☐ Advance ☐ Reimbursement ☐ Progress

d. Amount obligated this action:

\$

e. Invoices, if any, submit to:
Department of Energy

f. Voucher Form to be used:

7. PERFORMING AGENCY

a. Name:

b. Address:

Attention:

c. Program Director
Name:

Address:

Telephone No.:

8. ISSUING AGENCY:

Department of Energy (DOE)

9. PERFORMING AGENCY ACCEPTANCE:

(signature)

(date)

Name (typewritten):

Title (typewritten):

Telephone:

10. DOE CONTRACTING OFFICER:

(signature)

(date)

Name (typewritten):

Title (typewritten):

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ATTACHMENTS

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Attachment B - General Provisions

Attachment C - Canonsburg Site Map and Legal Descriptions

Attachment D - Canonsburg Disposal Site Completion Report

I.

BACKGROUND

In 1985, the U.S. Department of Energy (DOE) completed remedial action at the Canonsburg, Pennsylvania, uranium mill tailings processing site, in accordance with the Uranium Mill Tailings Radiation Control Act of 1978 (UMTRCA), Public Law 95-604, as amended. All of the on-site residual radioactive material (RRM) was placed in an engineered impoundment along Chartiers Creek (hereinafter referred to as the "Impoundment"). However, some RRM excavated from vicinity properties was placed adjacent to but outside the Impoundment. Subsequent to remedial action, the DOE in consultation with the U. S. Nuclear Regulatory Commission (NRC) concluded that the Chartiers Creek bank should be stabilized to prevent erosion of the soil along the Disposal Site and Area C (hereinafter referred to as the "Canonsburg Site").

The Pittsburgh District U.S. Army Corps of Engineers (USACE), pursuant to Section 204 of the Flood Control Act (Public Law 89-298), completed a portion of the Canonsburg-Houston Local Flood Protection project that involved the stabilization of the creek bank downstream of the site. Funds were appropriated by the Energy and Water Development Appropriations Act of 1994 (Public Law 103-126) for the USACE to initiate a General Reevaluation Report (GRR) under the authority of Section 204 of the Flood Control Act of 1965. The GRR resulted in the USACE not extending the flood protection project that would have included the stabilization of the Chartiers Creek bank along the Canonsburg Site.

On October 17, 1994, the DOE proposed to enter into an Interagency Agreement (hereinafter referred to as the "IA") with the USACE to coordinate efforts to stabilize the creek bank along the Canonsburg Site. In response, the USACE acknowledged its willingness to enter into an IA to protect the embankment side of the disposal site along Chartiers Creek on December 6, 1994.

II.

PURPOSE

The purpose of the IA is to delineate the responsibilities of the DOE and USACE, and to provide a procedural framework for the USACE's undertaking to protect the Canonsburg Site creek bank (hereinafter referred to as the "Canonsburg Site Project"). The IA also addresses emergency measures that may be implemented by the USACE to protect the Canonsburg Site until the bank protection work is completed.

III. **ATTACHMENTS**

- Attachment A - Statement of Work
- Attachment B - General Provisions
- Attachment C - Canonsburg Site Map and Legal Descriptions
- Attachment D - Canonsburg Disposal Site Completion Report

IV. **SCOPE OF WORK**

The work will be performed in accordance with the Statement of Work, Attachment A, and in accordance with specific task orders.

V. **TASK ORDERS**

The DOE will issue Task Orders under this IA to identify work requirements and to allocate funds for tasks described in Attachment A, Statement of Work. Task Orders will be issued by DOE in written correspondence from the DOE Contracting Officer or designated representative.

VI. **TASK ORDERING PROCEDURES**

A. **Non-Emergency**

The DOE Contracting Officer shall issue Task Orders for the USACE to develop Task Plans. Upon receipt of a request for task proposal under this IA, the USACE will provide a Task Plan that includes an estimate of costs and schedule to perform the work. Work will begin only after cost and schedule determinations are concluded between the parties and the DOE Contracting Officer has issued a Task Order.

B. **Emergency**

The DOE Contracting Officer may issue a Task Order obligating funds to be used in emergency situations. The DOE Program Manager may issue a verbal request (followed by written correspondence) to initiate temporary protection of the Canonsburg Site described in Attachment A. Once the emergency has expired, the USACE will provide the DOE with a report of the action taken including an assessment of the impact to the Canonsburg Site. The DOE, in consultation with the USACE, will fund and perform the work to restore the Canonsburg Site in such manner not to interfere with the Canonsburg Site Project. The USACE will be reimbursed by DOE through a Task Order for actual costs incurred to implement the temporary protection and to prepare the report.

VII.

OFFICERS, MANAGERS, AND RESPONSIBILITIES

A. DOE Contracting Officer and Program Manager

The DOE Program Manager and Contracting Officer for this IA are shown in Blocks No. 6 and 10, respectively, of the IA Face Page.

The DOE may designate another Contracting Officer at any time during the term of this IA. The DOE Contracting Officer at any time during the term of this IA may designate another DOE Program Manager. The DOE Contracting Officer is responsible for issuing Task Orders. The DOE Program Manager (or his designated representative) is responsible for coordinating and administering the technical aspects of this IA and monitoring the work to be performed by the USACE.

The DOE Program Manager does not have the authority to obligate funds or change the terms, conditions, or work scope of this IA unless otherwise specified. Any proposal for such changes or obligation of funds discussed in Articles VIII and XIV shall be referred to the DOE Contracting Officer for action.

B. USACE Contracting Officer and Program Manager

The USACE Program Manager and Contracting Officer for this IA are shown in Block 7 of the IA Face Page. (Paragraph to be suggested by the USACE)

VIII.

OBLIGATION OF FUNDS

The DOE Grand Junction Projects Office (GJPO) will fund all work performed by the USACE under this IA. Funds will be obligated on each Task Order and approved in accordance with paragraph 3 of Attachment B. Under emergency conditions, the DOE shall issue a Task Order to reimburse the USACE for actual costs incurred subsequent to the emergency.

IX.

PAYMENTS

Payments will be made on the basis of the actual costs incurred. Costs incurred on each Task may be invoiced on a single invoice but each change to a Task shall be broken out separately in appropriate detail as specified by DOE GJPO.

X.

PROCUREMENT POLICY

- A. The USACE may contract for portions of the work defined in Task Orders. The USACE shall encourage competition and award contracts in accordance with the Federal Acquisition Regulations and the USACE policies and procedures descending from these regulations. The USACE shall make any determinations and findings required by law or regulation and shall be responsible for contract management.
- B. All contracts entered into by the USACE under this IA will be coordinated with the DOE GJPO. Additionally, the DOE GJPO or its designated representative may participate upon request in the solicitation and evaluation of any bid or proposal for contract work pursuant to this IA.

XI.

RESPONSIBILITY FOR WORK

The USACE is responsible for performing all tasks issued under this IA in accordance with applicable law. If there is a failure by USACE to comply with applicable law resulting in liability imposed on the United States government, the USACE will accept non-fiscal responsibility for its actions and will support DOE requests for additional appropriations as required.

The DOE or its designated representatives reserve the right to review and provide comments as necessary on all plans, specifications, and other pertinent documents developed by the USACE to perform tasks described in the Attachment A, Statement of Work. The DOE or its designated representatives further reserve the right to independently test materials, perform site inspections, and ensure the quality of work performed. The USACE shall extend to the NRC, as DOE's regulator pursuant to UMTRCA, the same reservations. The DOE will be responsible for soliciting NRC comments as necessary under this IA.

XII. **DOCUMENTS INCORPORATED BY REFERENCE**

Documents incorporated by reference in any of the above documents have the same force and effect as if physically included within the IA.

XIII. **DELIVERABLES/REPORTS/DUE DATES**

Each Task Order issued by DOE under this IA shall establish the specific work requirements and deliverable items including any reports, as well as mutually agreed upon periods of performance.

XIV. **AMENDMENT, MODIFICATION AND TERMINATION**

This IA may be modified or amended by written agreement between DOE GJPO and USACE and may be terminated in accordance with Attachment B, General Provisions, paragraph 8.

The DOE GJPO shall retain the responsibility to determine the scope of the services provided and may unilaterally delete any portion of the Scope of Work or terminate the performance of any Task Order prior to its completion.

XV. **NOTICES**

Under emergency conditions, notices or requests to perform work will be deemed to be duly given if verbal communication is immediately followed by a fax of the specific notice or request. All other notices, requests, and communications that this IA requires will be deemed to be duly given if in writing and delivered by mail. The addresses and fax numbers for the execution of this IA are as follows:

If to DOE GJPO:

(To be given by DOE GJPO)

If to USACE:

(To be given by USACE)

Notices Continued

ATTACHMENT A

STATEMENT OF WORK

STATEMENT OF WORK
CANONSBURG SITE PROJECT

A. GENERAL

The USACE shall provide all necessary services, material, equipment and facilities to perform the work stated in Item B, Tasks 1 through 4. In the performance of the work under this IA, the USACE shall be responsible for:

1. Complying with all local, state, and Federal laws and regulations;
2. Complying with all applicable environmental, occupational health, and safety regulations;
3. Ensuring the health and safety of its employees, subcontractor employees, and general public;
4. Providing construction management oversight to ensure subcontractor compliance with all subcontract requirements; and
5. Implementing quality assurance measures to ensure all work and material specifications are satisfied.

Should the DOE elect to perform some work in support of the USACE, the DOE shall provide all necessary services, material, equipment and facilities to perform the work stated in Item C. The DOE shall be responsible for complying with all local, state, and Federal laws and regulations for work it performs under this IA.

B. TASKS TO BE PERFORMED BY USACE

The USACE shall perform work assigned by specific task orders for the following Tasks:

TASK 1

The USACE shall develop a Design Basis, Preliminary Design, and Final Design for Construction to protect the Chartiers Creek bank along the Canonsburg Site. The USACE shall prepare a cost estimate for both the preliminary and final designs. The reach of the creek bank to be protected is shown in Attachment C. The USACE shall design the bank protection in accordance with its Standard Project Flood Design Criteria, using the Probable Maximum Flood criterion. The USACE shall also incorporate the extension of the Impoundment's rip rap drainage ditch into the bank protection design.

The USACE may also be tasked under Task 1 to perform some or all of the work stated in Item C. The DOE Contracting Officer shall specify the work in Item C to be performed by the USACE in the Task Order.

The USACE will send the Design Basis to the DOE Program Manager for review. Work on the Preliminary Design shall not begin until there is a satisfactory resolution of DOE and NRC comments.

The USACE will send the Preliminary Design to the DOE Program Manager for review. The Preliminary Design shall be approximately a 90 per cent complete design. Work on the Final Design for Construction shall not begin until there is a satisfactory resolution of DOE and NRC comments.

The final design shall be submitted to DOE for information purposes. The USACE shall not initiate construction until tasked by the DOE Contracting Officer under Task 2. The period of performance for the design basis, and the preliminary and final designs will be established in accordance with Article XIII.

TASK 2

The USACE shall prepare a Bid Package (s) consisting of the Final Design for Construction, solicit bids, award contract(s), and issue the notice(s)-to-proceed with the bank protection work. The USACE shall prepare as-built drawings and provide the DOE with all the mylar and as-built construction drawings along with completion photographs. A period of performance will be established for each activity in the procurement process in accordance with Article XIII.

TASK 3

The USACE shall prepare and provide DOE with a bank protection "Monitoring Plan." At a minimum, the Monitoring Plan shall identify the sensitive features or areas of the bank protection that requires periodic inspection, include criteria upon which DOE may base future decisions to initiate repairs, and recommend the frequency of the inspections. The period of performance will be established in accordance with Article XIII.

TASK 4

The USACE shall initiate temporary protection of the Canonsburg Site upon a verbal request (followed by written correspondence) from the DOE Program Manager. The USACE shall independently assess the emergency and take whatever action deemed appropriate to prevent the release of RRM located outside the Impoundment, as shown in Attachment D. Such prevention measures may include but are not limited to: (1) the placing of sandbags, (2) the excavation and damming of site soils from uncontaminated areas of the site, and (3) the installation of silt fences. The DOE Contracting Officer will issue a task order to reimburse the USACE for actual costs incurred to temporarily protect the site and to prepare a report as discussed in Article VI.B.

C. **WORK TO BE PERFORMED BY DOE OR USACE**

Should the DOE elect to perform any of the following work, the DOE shall fund and perform the work upon written direction from the USACE. Should the USACE perform any of the work, the DOE shall include the work under Task 1 above.

- 1) Realign the security fence along the Chartiers Creek bank;
- 2) Abandon affected monitoring wells and install new wells as necessary; and
- 3) Perform other work as necessary to support the Canonsburg Site Project.

The DOE shall complete any of the work within six months of receipt of written direction from the USACE. In the event the Canonsburg Site sustains substantial damage resulting from the USACE's efforts under Task 4, the period of performance for DOE to restore the site will be mutually agreed upon once the scope of work is established.

ATTACHMENT B

GENERAL PROVISIONS

GENERAL PROVISIONS**TABLE OF CONTENTS**

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GENERAL PROVISIONS

1. **Definitions.** For purposes of this IA, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "USACE" means the performing entity as stated in the IA or any duly authorized representative thereof.
2. **Costs Chargeable to DOE Funds.** Costs chargeable to DOE funds are the costs that can be directly identified with and charged to the work under the IA. Examples of such costs are salaries, wages, indirect (fringe benefits and overhead), technical services, materials, travel and transportation, communications, facilities, and equipment. Specific costs will be reviewed and approved during negotiation of specific Task Order(s).
 - a. Expenditures for domestic travel expected to exceed \$1,000 per individual trip shall not be allowable hereunder without prior written approval of the DOE Contracting Officer.
 - b. Foreign travel costs are allowable only when the trip has received the advance approval of the DOE Contracting Officer.
 - c. Reimbursement for expenditures at technical meetings and seminars at which attendance is not required by DOE, shall not be allowable without written prior approval of the DOE Contracting Officer.
3. **Financing.** DOE will finance this IA on a reimbursable basis. Funds will be obligated by DOE in advance of USACE incurring any obligation for work. Vouchers for payment will be submitted on Standard Form 1080 and supported by a statement of cost.
4. **Notice of Costs Approaching Total Estimated Costs.** Whenever the USACE has reason to believe that the total cost of the work under this IA will be substantially greater or less than the presently estimated cost of the work, the USACE shall promptly notify the DOE in writing. The USACE shall also notify the DOE, in writing, when the aggregate of costs incurred and outstanding commitments allowable under this IA is equal to 90 percent (or such other percentages as the DOE may from time to time establish by notice to the USACE) of the presently estimated total costs under this IA. When the costs incurred and outstanding commitments equal 100 percent of such estimated total costs, the USACE shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the DOE shall increase the total estimated costs to be incurred with respect to this IA.

5. **Excess Funds.** The USACE shall take prompt action to return to the DOE any funds determined to be excess to the work during the performance of the work and any unobligated funds after the completion of the IA or as of September 30 each year unless the IA has been extended and any unused balances have been carried forward in the extension. In a joint venture project where the USACE deposits the advance in any annual consolidated working fund, any unobligated balances shall be returned to the DOE before the cutoff date at the close of each fiscal year.
6. **Financial Reports.** The USACE shall furnish the DOE, not later than 15 days after the close of each reporting period, monthly or other periodic cost or financial reports in such form and detail as may be required by the DOE. Any costs incurred for capital equipment or other assets shall be supported by a list showing the description, make, any serial number, and the cost of each item acquired.
7. **Accounting Records.** The USACE shall accumulate and account for obligations and costs incurred in connection with the work being performed under this IA in such form and detail as may be required by the DOE.
8. **Termination.** The DOE may terminate this IA or individual task order(s) upon thirty (30) days written notice of such termination addressed to the USACE. In the event of such termination, the USACE shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of termination and for commitments extending to the effective date of termination to a date not later than the date upon which the task order(s) would have expired if not terminated under this paragraph, which the USACE, in the exercise of due diligence, is unable to cancel. Payments under a task order(s), including payments under this paragraph, shall be subject to availability of DOE funding.
9. **Capital Equipment.**
 - a. "Capital Equipment" means equipment anticipated to have a service life of 2 years or more and an acquisition cost of \$5,000 or more.
 - b. Unless expressly authorized by the DOE Contracting Officer in advance, the USACE shall not be reimbursed or use funds made available under this IA for the procurement or fabrication of capital equipment.
 - c. If capital equipment is purchased or otherwise acquired pursuant to an authorization under subparagraph (b) above, except as may be otherwise agreed by the DOE and the USACE:
 - (1) The title thereto shall vest in the DOE;

- (2) The USACE shall be responsible for the maintenance and safeguarding thereof; and
- (3) The USACE shall maintain a record in such a manner as to insure adequate control and accounting satisfactory to the DOE, of capital equipment procured or fabricated.

10. **Real Property and Facilities.**

- a. Unless expressly authorized by the Contracting Officer in advance, the USACE shall not be reimbursed or use funds made available under this IA for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
- b. If the USACE acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (a) above, except as may be otherwise agreed by the DOE and USACE:
 - (1) the title thereto shall vest in the DOE, and property accountability and control shall become the responsibility of DOE;
 - (2) the USACE shall be responsible for the maintenance and safeguarding thereof; and
 - (3) the USACE shall maintain a record thereof in such a manner as to insure adequate control and accounting satisfactory to the DOE.

11. **Environmental Safety and Health Requirements.** DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of any USACE facilities engaged in the performance of DOE work.

12. **Applicable Laws.** This IA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the USACE shall be governed by USACE policies and procedures.

13. **Public Information.** Justification and explanation of the Canonsburg Site Project before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the DOE. The USACE may provide, upon request, any assistance necessary to support the DOE's justification or explanations of the Canonsburg Site Project conducted under this IA. In general, the DOE is responsible for all public information. The

USACE may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The DOE and USACE shall make best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to Task Orders under this IA.

14. **Contract Claims and Disputes.** All claims and disputes by contractors arising under or relating to contracts awarded by the USACE shall be resolved in accordance with Federal law and the terms of the individual contract. The USACE shall have dispute resolution authority for these claims. Any Contracting Officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). The USACE Board of Contract Appeals ("ENG BCA") is designated as the appropriate board of contract appeals. In lieu of appealing to the ENG BCA, the contractor may bring an action directly to the United States Court of Federal Claims.
15. **Dispute Resolution.** The DOE and USACE agree that, in the event of a dispute between the parties, the DOE and USACE shall use their best efforts to resolve that dispute in an informal fashion through consultation and communications, or other forms of non-binding alternative dispute resolution mutually acceptable to both. The DOE and USACE agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of Management and Budget.

ATTACHMENT C

**CANONSBURG SITE MAP
AND
LEGAL DESCRIPTIONS**

A.1

GENERAL INFORMATION

Remedial action at the Canonsburg UMTRA site consisted of consolidation and stabilization of the contaminated materials. Under the requirements of the UMTRCA of 1978, as amended, the Commonwealth of Pennsylvania was responsible for acquiring the designated site. However, based on the remedial action plan approved by the DOE and the NRC, it was determined that additional "non-designated" land was required in order to complete the remedial action. These adjacent properties were acquired by the USACE Office in Pittsburgh, Pennsylvania, acting on behalf of the DOE. Each of the properties was acquired by the USACE in the name of the United States of America. A map showing the adjacent "non-designated" properties, as well as the designated land acquired by the Commonwealth, is on page A-2 (Figure A-1). Also included is a listing of the individual non-designated tracts acquired by the USACE (Figure A-2). Copies of each of the individual deeds may be inspected at the DOE's property management branch at the address given below for the repository of such documentation.

The Canonsburg designated site consisted of three parcels, A, B, and C (Figure A-1). The Commonwealth of Pennsylvania acquired each of these parcels through its Department of Environmental Resources. Upon completion of remedial action, and following NRC's concurrence with the DOE's completion report, the Commonwealth conveyed ownership of parcels A and B, via a title transfer, to the United States of America. Transfer of these parcels to the United States of America was completed 13 September 1995. Under Section 104 (e)(1)(B) of the UMTRCA, the Commonwealth has opted to donate Parcel C to another governmental entity for permanent public use.

Parcels A and B consisted of 10.60 and 4.20 acres, respectively. The two parcels lie within the legal description for the disposal site property, described below. In conjunction with the state's acquisition of the two parcels, the Borough of Canonsburg, in the city of Canonsburg, vacated George Street and Ward Avenue. The notices to vacate were recorded by the Borough and may be inspected in the Office of the Recorder of Deeds in and for Washington County, in the courthouse of said county, in Washington, Pennsylvania.

A.2

LEGAL DESCRIPTION

Disposal Site Boundary

A certain tract of land situate in the Commonwealth of Pennsylvania, Washington County, Borough of Canonsburg, on Chartiers Creek, a tributary of the Ohio River and more particularly bounded and described as follows:

Beginning at a point referred to as PT-Q in Plate 1 of CAN-LTSP-001 and located along the west corner of the former Parcel A, thence, S 69° 54' 32" W 299.71 feet to the real point of beginning, thence N 46° 32' 35" W 285.66 feet, thence

A.1

GENERAL INFORMATION

Remedial action at the Canonsburg UMTRA site consisted of consolidation and stabilization of the contaminated materials. Under the requirements of the UMTRCA of 1978, as amended, the Commonwealth of Pennsylvania was responsible for acquiring the designated site. However, based on the remedial action plan approved by the DOE and the NRC, it was determined that additional "non-designated" land was required in order to complete the remedial action. These adjacent properties were acquired by the USACE Office in Pittsburgh, Pennsylvania, acting on behalf of the DOE. Each of the properties was acquired by the USACE in the name of the United States of America. A map showing the adjacent "non-designated" properties, as well as the designated land acquired by the Commonwealth, is on page A-2 (Figure A-1). Also included is a listing of the individual non-designated tracts acquired by the USACE (Figure A-2). Copies of each of the individual deeds may be inspected at the DOE's property management branch at the address given below for the repository of such documentation.

The Canonsburg designated site consisted of three parcels, A, B, and C (Figure A-1). The Commonwealth of Pennsylvania acquired each of these parcels through its Department of Environmental Resources. Upon completion of remedial action, and following NRC's concurrence with the DOE's completion report, the Commonwealth conveyed ownership of parcels A and B, via a title transfer, to the United States of America. Transfer of these parcels to the United States of America was completed 13 September 1995. Under Section 104 (e)(1)(B) of the UMTRCA, the Commonwealth has opted to donate Parcel C to another governmental entity for permanent public use.

Parcels A and B consisted of 10.60 and 4.20 acres, respectively. The two parcels lie within the legal description for the disposal site property, described below. In conjunction with the state's acquisition of the two parcels, the Borough of Canonsburg, in the city of Canonsburg, vacated George Street and Ward Avenue. The notices to vacate were recorded by the Borough and may be inspected in the Office of the Recorder of Deeds in and for Washington County, in the courthouse of said county, in Washington, Pennsylvania.

A.2

LEGAL DESCRIPTION

Disposal Site Boundary

A certain tract of land situate in the Commonwealth of Pennsylvania, Washington County, Borough of Canonsburg, on Chartiers Creek, a tributary of the Ohio River and more particularly bounded and described as follows:

Beginning at a point referred to as PT-Q in Plate 1 of CAN-LTSP-001 and located along the west corner of the former Parcel A, thence, S 69° 54' 32" W 299.71 feet to the real point of beginning, thence N 46° 32' 35" W 285.66 feet, thence

Figure A-1
Tract Map
Canonsburg, Pennsylvania, Site

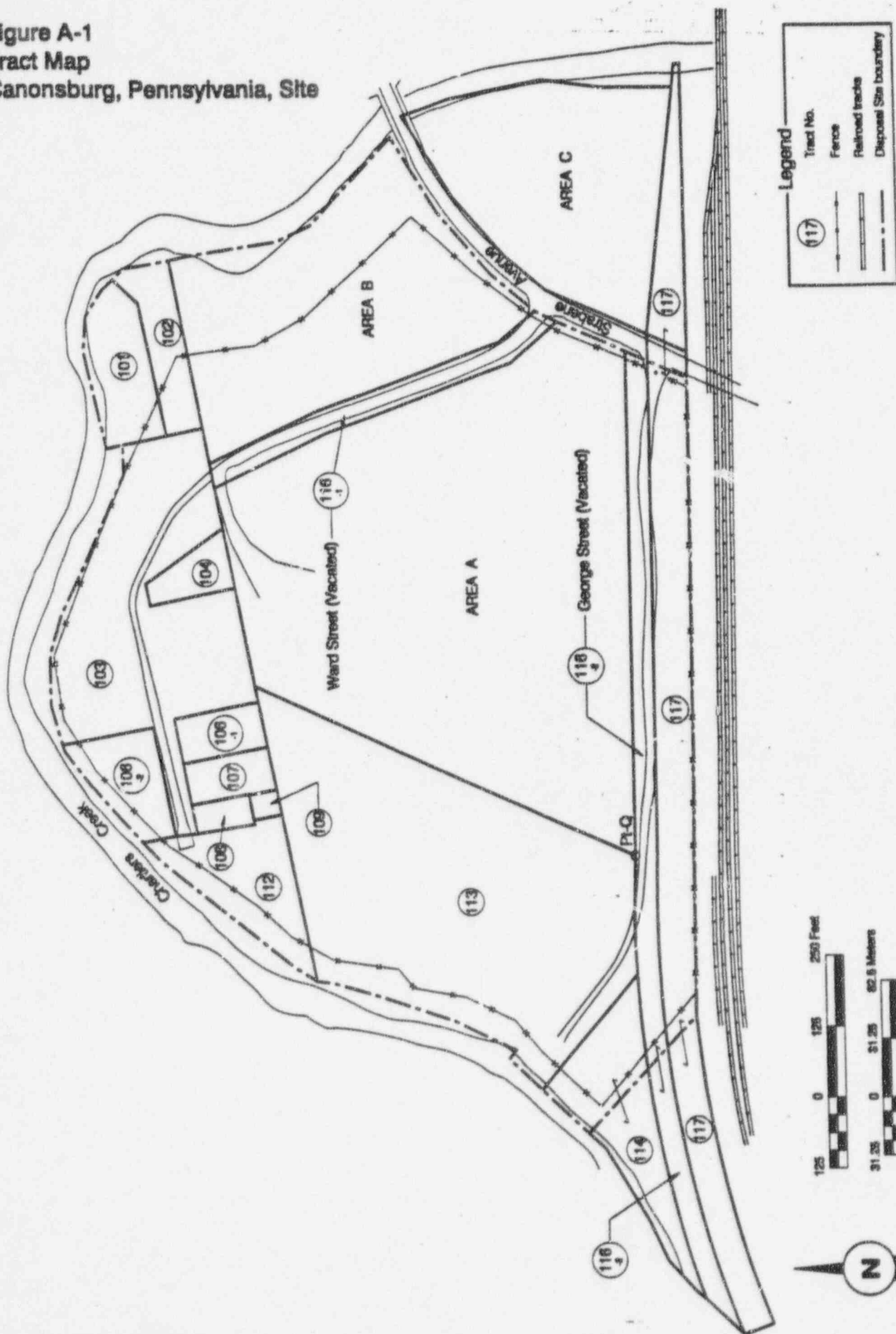


Figure - A-2. CANONSBURG ACQUISITIONS
USACE Acquired Properties

Tract No.	Acreage	Instrument Type	Instrument Date
101	0.68	DT	3/20/84
102	0.44	DT	3/27/84
103	3.07	WD	12/14/83
104	0.26	WD	12/14/83
106-1	0.28	WD	11/29/83
106-2	0.52	WD	11/29/83
107	0.27	WD	12/13/83
108	0.12	WD	12/13/83
109	0.05	WD	12/14/83
112	0.90	WD	11/29/83
113	6.15	WD	5/31/84
114	1.23	WD	12/22/83
116-1	0.62	VACATED WARD STREET	
116-2	1.57	VACATED GEORGE STREET	
117	3.28	QCD	11/7/84
125ML	17.85	DT	2/1/85

- Notes: 1) Tract 125ML was a condemnation action to extinguish an oil and gas lease and other leasehold interests.
- 2) Title assemblies and original deeds are on file at the DOE's Property Management Division, Property and Administrative Services Division.
- 3) WD = Warranty Deed
 DT = Declaration of Taking
 QCD = Quit Claim Deed

N 43° 14' 25" E, 192 feet, thence N 52° 14' 44" W 19.69 feet, thence N 25° 39' 37" E 121.34 feet thence, N 18° 00' 31" E 130.00 feet, thence N 15° 15' 50" 98.02 feet, thence N 5° 23' 15" E 28.66 feet, thence N 38° 26' 11" E 301.55 feet, thence N 47° 33' 27" E 138.41 feet, thence N 52° 54' 38" E 68.54 feet, thence N 74° 36' 19" E 85.18 feet, thence S 89° 23' 2" E 89.55 feet, thence S 72° 22' 30" 68.15 feet, thence S 64° 36' 26" E 274.35 feet, thence N 88° 51' 13" E 51.71 feet, thence N 12° 59' 59" W 30.15 feet, thence N 77° 23' 21" E 173.99 feet, thence S 85° 24' 44" E 61.09 feet, thence S 56° 37' 49" E 53.98 feet, thence S 43° 57' 43" E 57.37 feet, thence S 9° 35' 15" E 81.26 feet, thence S 13° 2' 30" E 28.82 feet, thence S 8° 46' 29" E 166.65 feet, thence S 24° 29' 29" E 68.10 feet, thence S 46° 37' 59" E 215.42 feet, thence S 58° 1' 31" W 154.3 feet, thence S 48° 55' 31" W 145.65 feet, thence S 39° 55' 31" W 100.47 feet, thence S 25° 45' 12" W 43.85 feet, thence S 23° 45' 9" W 130.95 feet, thence S 22° 25' 21" W 118.32 feet, thence N 89° 51' 31" W 362.81 feet, thence N 89° 46' 34" W 291.53 feet, thence N 89° 16' 59" W 232.35 feet, thence N 89° 37' 29" W 232.25 feet to the point of beginning.

It is the intent of the above description to include Parcels A and B, which were a part of the same land as that in a Declaration of Taking filed by the Commonwealth of Pennsylvania filed in the Washington County Court of Common Pleas at Adsectum Docket No. 104, 1982 term. It is also the intent to include the vacated George and Ward Streets. Please note that Tract 114 and a portion of Tract 117 are not included as part of the disposal site boundary. These tracts, however, remain under the ownership of the DOE. Parcels A and B were acquired by the Commonwealth of Pennsylvania and were subsequently conveyed to the United States of America. The deed recordation information is as follows:

Filed: 13 September 1995 at Deed Book No. 2755, on Page 15, Washington County, Pennsylvania.

Repository

Real estate correspondence and related documents are maintained and filed by the Property Management Branch, Property and Administrative Services Division, Albuquerque Operations Office, P. O. Box 5400, Albuquerque, NM 87115, (505) 845-6450.

ATTACHMENT D

**CANONSBURG DISPOSAL SITE
COMPLETION REPORT**

The Canonsburg Uranium Mill Tailings Site Remedial Action Completion Report dated October 1986 consists of the following:

VOLUME 1 : EXECUTIVE SUMMARY

DESIGN ASSESSMENT
REMEDIAL ACTION ASSESSMENT
CERTIFICATION BASES

VOLUME 2 : APPENDIX A, DESIGN CRITERIA

APPENDIX C, TECHNICAL SPECIFICATIONS
APPENDIX D, AS BUILT DRAWINGS
APPENDIX E, FIELD TEST REPORTS
APPENDIX F, PERMITS, TITLES & STATEMENT OF COMPLIANCE
APPENDIX G, PRE-REMEDIAL ACTION SITE CONDITIONS
APPENDIX H, POST-REMEDIAL ACTION SITE CONDITIONS
APPENDIX I, REMEDIAL ACTION CONTRACTOR INTERNAL
AUDITS & SURVEILLANCES
APPENDIX J, VERIFICATION MEASUREMENTS

VOLUME 3 : APPENDIX B, DESIGN CALCULATIONS