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SITE:	Maxey Flats
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APPENDIX C

**SETTLEMENT AGREEMENT BETWEEN THE FEDERAL AGENCIES  
AND THE SETTLING PRIVATE PARTIES**

A. This Settlement Agreement ("Agreement" or "Settlement Agreement") is made between the Settling Private Parties ("Settling Private Parties") and the Federal Agencies listed on Attachment 1 ("Federal Agencies"), respecting the initial remedial phase to be taken at the Maxey Flats Disposal Site ("Site"), Fleming County, Kentucky and the allocation of their respective liabilities for obligations imposed or reserved under the Consent Decree entered for the Site.

B. A low level radioactive waste disposal site, the Maxey Flats Disposal Site, is owned by the Commonwealth of Kentucky and was operated from 1963 until the present by the Commonwealth of Kentucky through its contractors.

C. The United States Environmental Protection Agency ("EPA") has alleged that there is a release or threatened release of a hazardous substance at the Site and has notified all potentially responsible parties ("PRP") that it intends to have remedial action performed at the Site pursuant to its authority under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA").

D. On September 30, 1991, EPA entered a Record of Decision ("ROD") selecting a remedy for the Site pursuant to CERCLA. On June 30, 1992, EPA sent a notice letter to various PRPs demanding payment of \$5,837,721 for EPA's alleged incurrence of past

response costs and inviting the PRPs to engage in settlement discussions. On March 17, 1993, the Maxey Flats Steering Committee and Federal Agencies submitted a joint offer which was determined by EPA to be a good faith offer. As a result of settlement negotiations, EPA, Settling Private Parties, the Federal Agencies and the Commonwealth of Kentucky have entered into a Consent Decree ("Decree") for performance of remedial design ("RD") and remedial action ("remedial action" or "RA") at the Site. Under this Decree, the Settling Private Parties will be responsible for performing the initial remedial phase ("IRP") as specified in the ROD and Statement of Work and the Settling Private Parties and Federal Agencies will be responsible for financing the IRP and for reimbursing certain costs under Section XIX of the Consent Decree, in the manner specified and as allocated under this Settlement Agreement.

E. Each Settling Private Party listed in Attachment 1 has been identified by the EPA as a PRP for the Site pursuant to Section 107(a) of CERCLA. Settling Private Parties have entered into an agreement ("Participation Agreement") to form the Maxey Flats Steering Committee ("Committee" or "Steering Committee") and established thereunder a limited liability company for the purposes of conducting any activities or measures necessary for the performance of design and construction for the initial remedial phase at the Site. As used herein, the term "Committee" or "Steering Committee" shall include any limited liability company established pursuant to the Participation Agreement and

the terms "Operating Committee," "Technical Committee," or "other successor Committee" shall include any board, committee, or other unit of the limited liability company performing a function similar to those Committees.

F. Each Federal Agency listed in Attachment 1 has also been identified by the EPA as a PRP for the Site pursuant to Section 107(a) of CERCLA.

G. The Settling Private Parties and Federal Agencies have claims against each other under Sections 107 and 113 of CERCLA and some Settling Private Parties have claims against certain Federal Agencies based on contractual and various other theories of relief.

H. Each Federal Agency has authority to enter into and perform this Agreement and the person signing the Agreement for such agency is a representative of the Federal Agency who is duly authorized to enter into this Agreement on behalf of the Federal Agency. This Agreement has been reviewed and approved by the United States Department of Justice as part of the settlement embodied in the Decree.

I. The Settling Private Parties and the Federal Agencies deny any responsibility or liability to the EPA or to any other person or entity under any act, regulation or rule of common law for any claim, including any claim for removal, remedial action and/or any other response action, cleanup costs, or natural resource damages at, from or appertaining to the Site. By entering into or complying with this Agreement, the Settling

Private Parties and the Federal Agencies do not admit any fact or liability or admit any statement in the administrative record and reserve their rights to raise any defense and to challenge any allegation of fact or liability. The execution of this Agreement shall not be construed to be an acknowledgement by the Settling Private Parties that the alleged release or threatened release is cognizable under CERCLA or constitutes an imminent and substantial endangerment to the public health or welfare or the environment.

J. In the interest of concluding certain claims and avoiding the expense of litigation with EPA and each other, the Settling Private Parties and the Federal Agencies are willing to satisfy their respective obligations imposed or reserved under the Consent Decree by implementing and financing the IRP, by reimbursing certain costs under Section XIX of the Consent Decree, and by determining their shares of any future liability, all as specified and allocated in this Agreement.

K. This Settlement Agreement has been negotiated and executed in good faith and is a compromise of claims which were contested, denied, or disputed as to validity and amount, and represents a fair, reasonable, and equitable settlement of the matters addressed herein.

NOW THEREFORE, in consideration of the foregoing, the parties mutually agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the

terms and conditions which control the manner and means by which:

a. the obligations of the Settling Private Parties and Federal Agencies under the Decree are performed and financed;

b. work undertaken at the Site pursuant to this Agreement occurs in a manner that is consistent with the NCP, CERCLA and SARA, protects public health and the environment, and is done in a cost-effective manner; and

c. Expenses as defined herein are allocated among the Federal Agencies and the Settling Private Parties.

## 2. Matters Excluded from the Agreement

This Agreement does not control the manner and means by which the Settling Private Parties or Federal Agencies may negotiate, comment on, or assist in development of generic standards that may be applied to the Site or the handling of confidential matters, such as decisions about settlement, litigation, dispute resolution, or enforcement.

## 3. Meetings

a. The Federal Agencies will be advised pursuant to paragraph 13 herein of all meetings of all Committees, including telephone conference calls, held pursuant to the Participation Agreement with at least as much advance notice as is required for Member Entities of the Steering Committee ("Member Entities" or "Members"). The requirement that notice be given before the date of such meeting may be waived in exceptional or emergency circumstances. To the extent feasible,

such notice shall include the issues to be voted on at the upcoming meeting. The minutes of each meeting shall be furnished to the representatives of the Federal Agencies at the same time they are furnished to Committee Members. The Federal Agencies will have ten (10) working days after receiving the minutes to object to or correct their content.

b. Representatives of the Federal Agencies may attend all meetings of all Committees, except that they may be excused from some or all of any meeting during which a Committee is discussing settlement, litigation, dispute resolution, enforcement, or other confidential matters excluded from the scope of this agreement. Regardless of whether a Federal Agency representative is present at a meeting, any action concerning matters identified in paragraph 1 which is taken by the Steering, Executive, and Technical Committees or any successor Committees (except when they have been excused) at a meeting shall be considered final with regard to the Federal Agencies only if the Federal Agencies make no objection or comment on the matter within ten (10) working days of their receipt of the minutes or other notice of such action pursuant to paragraph 13 herein. The Federal Agencies will make a good faith effort to advise the Steering, Executive, and Technical Committees or any successor Committee of any concerns or problems at such meeting if an agenda describing the issues to be discussed is provided pursuant to paragraph 13 herein at least 10 days in advance of the meeting.

c. Any Federal Agency objections or comments concerning the matters identified in paragraph 1 that are not subsequently agreed to by the Committee shall be resolved in accordance with paragraph 4.

4. Voting Power

a. The Committee and the Federal Agencies shall attempt to make decisions by consensus on all matters within the scope of this Agreement (which does not include, inter alia, matters relating to settlement, litigation, dispute resolution, or enforcement by the Settling Private Parties). However, if a consensus cannot be reached on any matter outside the scope of the Decree or on a choice of alternative procedures acceptable to EPA under the Decree, the matter will be presented for a vote by a joint group consisting of the Settling Private Parties and the Federal Agencies. Votes shall be according to the percentage of funding provided for the joint effort.

b. The Committee shall promptly notify the Federal Agencies of any new requirement or change in the Decree imposed by EPA. The Committee and the Federal Agencies shall attempt to make decisions regarding the EPA action by consensus. If, however, a consensus cannot be reached, and to the extent consistent with the schedule provided in the Decree, the Federal Agencies shall have an opportunity, with the Committee or independently, to negotiate with the EPA as to whether the matter is required by the Decree, and the required performance.

c. Nothing contained herein shall direct, cause .

or contribute to a violation of the Decree.

5. Financial Contribution

a. Allocation of Responsibility and Sources of Funding.

(1) The Settling Private Parties and the Federal Agencies listed on Attachment 1 will divide all Expenses at the Site, as specifically set forth on Attachment 1 which has been developed from available waste-in records. Except with regard to claims reserved by a Settling Private Party under Paragraph 7, the parties agree that this division of Expenses as set forth on Attachment 1 represents a fair and equitable allocation of the respective alleged liability of each of the Settling Private Parties and these Federal Agencies, takes account of all equitable factors cognizable under section 113(f) of CERCLA which are relevant under the circumstances at this Site, and represents the equitable contribution of each of the Settling Private Parties and each of these Federal Agencies to the Expenses as provided in section 113(f) of CERCLA. In the event that after the effective date of this agreement a Federal Agency indemnifies or assumes responsibility, in whole or in part, for a Settling Private Party's share as a result of a contractual relationship or otherwise, the share of such Federal Agency for Expenses shall be increased thereafter to reflect such indemnification or assumption of responsibility and the share of the Settling Private Party shall be correspondingly decreased. In the event of a Settling Private Party's share becoming an



orphan share through bankruptcy, insolvency, dissolution, permanent failure to pay, or otherwise, the share of the party shall be distributed pro rata among the remaining Settling Private Parties and Federal Agencies. If any of the events identified in the prior two sentences occur, Attachment 1 will be revised to reflect the revised percentage allocation among the Settling Private Parties and Federal Agencies.

In the event of a Settling Private Party's temporary failure or refusal to pay, the share of such party shall be temporarily distributed among the remaining Settling Private Parties and Federal Agencies based on Attachment 1, and the temporary increase in the shares of the Federal Agencies will be financed from the funds which are available from the Judgment Fund or from the appropriations of the Department of Defense and the Department of Energy. The remaining Settling Private Parties and the Federal Agencies may seek enforcement of this Agreement and the Decree against and may seek reimbursement from the Settling Private Party which has temporarily failed or refused to pay its share as provided under this Agreement. Should a temporary failure or refusal to pay become permanent through judicial process or otherwise, the remaining Settling Private Parties and the Federal Agencies shall proceed as provided in the immediately preceding paragraph.

(2) It is expected that the Judgment Fund will pay the share of the Expenses attributable to the following Federal Agencies: the Department of the Air Force, the

Department of the Army, the National Aeronautics and Space Administration, the National Institute of Health, and the shares of the Department of the Navy and the Department of Energy not attributable to reimbursement obligations as set forth in Attachment 2. It is also expected that the Judgment Fund will pay the de minimis cashout amount specified on Exhibit 1 of the De Minimis Consent Decree for the federal agencies identified on Attachment 3 of this Agreement in the manner provided more specifically in the De Minimis Consent Decree. Within 20 days of entry of the Consent Decree, the Federal Agencies will cause to be certified to the General Accounting Office an initial obligation of \$6,875,000 million from the Judgment Fund. The Judgment Fund or the Federal Agencies, as appropriate, will pay the amounts due from those Federal Agencies as soon as practicable after entry of the Consent Decree. The payment made on behalf of the Federal Agencies listed on Attachment 1 for the shares not attributable to reimbursement obligations will be made to a trust or account in a manner mutually agreed by the Committee and those Federal Agencies, and the monies available in the trust or account will be paid to the Settling Private Parties for the shares of Expenses of the Federal Agencies as set forth on Attachment 1. It is agreed by the parties that the payment on behalf of the Federal Agencies listed on Attachment 1 for shares not attributable to reimbursement obligations is an initial payment based on a calculation of ninety percent (90%) of those agencies' shares of the currently estimated present value of the

anticipated Expenses. When Expenses equaling eighty percent (80%) of this initial obligation have been incurred and it is estimated that the share of the Expenses for which those Federal Agencies are responsible hereunder will exceed the initial obligation, the Federal Agencies will cause a certification to be submitted to the General Accounting Office for an amount to be paid from the Judgment Fund for those Federal Agencies' share of the Expenses which are then estimated to complete the IRP and to comply with any other requirements imposed on the Settling Private Parties and Federal Agencies under the Consent Decree. Those Federal Agencies will, as needed, cause additional certifications to be made to the General Accounting Office until full payment has been made of their shares payable from the Judgment Fund of all Expenses incurred or payable hereunder.

(3) The following agencies will pay out of appropriated funds the shares of the Expenses associated with their contractors as set forth on Attachment 2 ("reimbursement obligation"): the Department of the Navy and the Department of Energy. The Department of the Navy may pay a lump sum covering its share of the currently estimated present value of anticipated Expenses into a trust or account established under subparagraph 5.a.(2) and will supplement this amount, as necessary, to assure the full payment of its share of all Expenses incurred or payable hereunder, following the procedures and requirements of subparagraph 5.a.(2). Alternatively, the Department of the Navy may fund its share of the Expenses on an annual basis out of its

appropriations subject to the requirements of this subparagraph. The Department of Energy will fund its share of the Expenses on an annual basis out of its appropriations subject to the requirements of this subparagraph, and for fiscal year 1995, the Department of Energy has identified \$2.2 million for payments of reimbursement obligations under this Agreement. It is the expectation of the parties that all additional obligations of the Federal Agencies under this Agreement will be fully funded. With regard to any future amounts which are not payable from the Judgment Fund, each Federal Agency or its successor or assign shall use its best efforts through its agency budgetary process to obtain timely funding to meet all obligations under this Agreement. Subject to subparagraph 5.g., each Federal Agency or its successor or assign whose share is not paid by the Judgment Fund agrees to allocate and obligate such amounts as are necessary in each fiscal year to pay its respective share set forth in Attachment 1 from those amounts that are appropriated to each agency and not legally prohibited from use for such purpose. As soon as practicable after each annual appropriation is made, the Department of the Navy shall obligate the amount necessary to pay its share of anticipated Expenses for the entire fiscal year (which shall be determined based on estimates submitted by the Settling Private Parties). As soon as practicable but in no event more than 30 days after each annual appropriation is made, the Department of Energy shall obligate the amount necessary to pay its share of anticipated Expenses for the entire fiscal year

(which shall be determined based on estimates submitted by the Settling Private Parties). In the event that the amount of Expenses actually incurred during a fiscal year exceeds the amount of anticipated Expenses for that fiscal year, each Federal Agency agrees to allocate, obligate, and transfer to the federal payment coordinator such additional amounts as are necessary to pay its respective share set forth in Attachment 1 from the amounts that have been appropriated to the agency and not legally prohibited from use for such purpose. From the amounts available under subparagraph 5.a.(2) and this subparagraph, the federal payment coordinator shall pay or authorize payment to the Settling Private Parties the shares of the Federal Agencies as set forth on Attachment 1 of all Expenses incurred or payable hereunder in the manner provided under subparagraph 5.d.

b. Expenses. Expenses are defined as all response costs, natural resource damages, and other amounts payable under section 107 of CERCLA, including all those categories of expenses set forth more specifically herein. These expenses shall be payable regardless of any subsequent judicial or regulatory change in the definition of response costs.

Expenses include:

(1) the cost of hiring and retaining specialists to conduct technical studies at the Site to develop accurate information on the quantity and quality of waste present, its effect on surrounding areas, and methods of remedial action and the cost of any oversight related thereto;

(2) the cost of employing engineers, scientists, medical or health professionals, financial analysts or planners, and associated personnel to perform fieldwork, undertake studies or assessments, develop plans or specifications, perform cost estimates and associated financial and investment analysis, provide technical, cost, and financial information to EPA, the Commonwealth of Kentucky, or the community, and give advice or perform work in furtherance of the planning or performance of the obligations undertaken by Settling Private Parties at the Site (including, but not limited to, the cost of insurance for liabilities arising from work performed at the site and work regarding the appropriate health, environmental, and design standards to be utilized, vendor capabilities, and work plans);

(3) the cost of maintenance of records regarding the Site and regarding joint efforts of the Committee and the Federal Agencies within the scope of the Consent Decree and this Agreement;

(4) the cost of maintaining, programming, utilizing and producing different versions of a waste-in list, shipment reports, and associated data bases for the allocation of costs among Settling Private Parties and Federal Agencies unless such activity is directed primarily at increasing the share of the Federal Agencies vis a vis the Settling Private Parties or at developing or supporting defenses to the Settling Private Parties' liability;

(5) the cost of arrangements for meeting rooms, and expenses related to holding meetings, taking minutes, distributing minutes and correcting minutes; except that such costs will not be chargeable to the Federal Agencies for meetings during which the Federal Agencies were excused for more than fifty (50%) of the length of the meeting;

(6) the necessary cost of fund management, trust management, management of the limited liability company, and accounting related to performance of obligations under the Consent Decree or this Agreement;

(7) the cost of distribution of correspondence, records and notices;

(8) other similar administrative expenses related to operation of the Committee in the performance of the obligations in the Consent Decree and this Agreement;

(9) the costs paid by the Settling Private Parties or the Federal Agencies to discharge EPA's claims for past or future response or oversight costs and associated interest;

(10) any attorneys fees or fees of paralegals or other legal employees incurred in connection with the negotiation or administration of contracts for the performance of the obligations under the Consent Decree, the undertaking or administration of the IRP, the performance under or administration of the Consent Decree, and the administration of the Steering Committee and its respective Committees related to

the performance of the obligations of the Settling Private Parties and Federal Agencies under the Consent Decree or this Agreement;

(11) all other costs incurred by Settling Private Parties or the Federal Agencies arising in the course of complying with the Consent Decree (except those borne by the Federal Agencies under Section XVI of the Consent Decree), including the costs of obtaining access, EPA or State oversight, future response action, or the costs of performing or paying for any response action required under the clauses of the Consent Decree entitled "Additional Response Action," "Periodic Review," "Emergency Response," "Certification of Completion," and "Covenant Not to Sue by Plaintiff";

(12) the costs of paying for or performing any response actions, natural resource damages, or other liability under CERCLA, and any Expenses identified herein, required pursuant to any reopener or reservation of rights provided to the United States or the Commonwealth in the Consent Decree;

(13) any stipulated penalties accruing subsequent to enactment of a statute in which Congress expressly waives sovereign immunity for civil penalties under CERCLA for federal agency actions at non-federally owned facilities.

Expenses do not include:

(i) attorney fees incurred by Settling Private Parties or the Committee whether from common counsel or



other counsel, except as provided above;

(ii) costs connected with publicity or public relations activities, except for the costs imposed by paragraph 12 and the costs of the community relations plan and activities required by the Decree;

(iii) costs connected with the participation in public hearings or negotiations with the EPA or NRC regarding the establishment of generic standards which may be utilized at the site;

(iv) costs connected with comments or preparation of responses on public rulemakings or proposed rules;

(v) the costs of indemnifying EPA pursuant to Article XX of the Consent Decree;

(vi) the cost of any internal corporate or Federal Agency review of matters pertaining to the Site; and

(vii) the cost of reimbursing the Commonwealth for acquisition of the buffer zone; this cost, which will not exceed \$750,000, will be the sole obligation of the Settling Private Parties under the Consent Decree and this Agreement.

In the event that the Federal Agencies are obligated to make payment under Section XVI of the Consent Decree, the amounts paid by the Federal Agencies shall not be considered Expenses under this Agreement and will be the sole obligation of the Federal Agencies under the Consent Decree and this Agreement, and the Federal Agencies covenant not to sue the Settling Private Parties

under CERCLA, this Agreement, or otherwise for any of these amounts.

In the event that the Commonwealth of Kentucky fails to perform or pay for any response action required or reserved under the Consent Decree (including Articles IX, X, XVIII, or XXIV) and EPA seeks performance or payment from the Settling Private Parties or the Federal Agencies of any obligation or amount for which the Federal Agencies are not obligated under Section XVI of the Consent Decree, the costs of any such response action performed or paid by the Settling Private Parties or Federal Agencies shall qualify as an Expense under subparagraph 5.b.(12) which is subject to the division between the Settling Private Parties and Federal Agencies as set forth on Attachment 1.

c. De Minimis Proceeds. The federal agencies identified on Attachment 3 intend to proceed as cash out settlers under the terms offered in the De Minimis Consent Decree entered between EPA, the Settling Private Parties, the non-federal de minimis parties and the federal agency de minimis parties. Under the terms of the De Minimis Consent Decree, the federal de minimis parties will pay the amounts specified on Exhibit 1 thereto in a manner mutually agreed by the Settling Private Parties and the Federal Agencies listed on Attachment 1 of this Agreement, and the non-federal de minimis parties will pay the amounts specified on Exhibit 4 of the De Minimis Consent Decree to the Maxey Flats De Minimis Trust in satisfaction of their alleged liability. The Steering Committee will promptly direct

the trustee or other payee of the funds to apply all proceeds received from the federal agency de minimis parties and the non-federal de minimis parties to pay for the Expenses as defined herein.

d. Payment of Expenses and Accounting. The Federal Agencies will receive a monthly accounting of Expenses governed by this Agreement. Such accounting will include a request for the shares of the Federal Agencies as specified on Attachment 1 of all the Expenses incurred or billed during the previous month or payable under the Consent Decree and will be sent to the federal payment coordinator. In the event the Federal Agencies do not dispute the amount of an expense or whether an expense is payable hereunder, payment of the Federal Agencies' shares as specified on Attachment 1 of all undisputed amounts shall be made to the Committee within thirty (30) days after receipt of the invoice or other request for payment, and interest accruing daily at the rate specified in the vendor's contract or, absent such rate, at the rate specified in section 107 of CERCLA shall be payable beginning on the 31st day after receipt of the invoice or the request for payment on amounts which have not been timely paid. If necessary to make full and timely payment of the shares of the Federal Agencies as specified on Attachment 1, the federal payment coordinator shall use or authorize the use of any and all amounts which are available in the trust or account established in subparagraph 5.a.(2) above and which are appropriated and obligated by the Department of

Energy or the Department of the Navy pursuant to subparagraph 5.a.(3) above. The federal payment coordinator may, in his discretion, decide to pre-pay the amount anticipated to be due from one or more Federal Agencies during the entire fiscal year by paying, or authorizing payment, of the full amount of one or more invoices for one or more billing periods or by other suitable means agreed upon by the Committee. With respect to the costs which must be paid to EPA under Section XIX of the Consent Decree, Federal Agencies shall pay their share of such costs directly to EPA within 120 days of the entry of the Consent Decree. In the event that the Settling Private Parties are required to pay the Federal Agencies' share of such costs and any accrued interest because the Federal Agencies have failed to make timely payment under Section XIX of the Consent Decree, the Federal Agencies shall reimburse the Settling Private Parties for the payment of costs and accrued interest made on their behalf by the Settling Private Parties, plus the interest on that total amount accruing daily at the rate specified in section 107 of CERCLA from the date Settling Private Parties made the payment on behalf of the Federal Agencies until the date of repayment by the Federal Agencies to the Settling Private Parties. In the event the Federal Agencies dispute the amount of an expense or whether an expense is payable hereunder, the Federal Agencies shall notify the Committee no later than the date payment is due. The Committee and the Federal Agencies shall attempt to resolve the dispute informally but if an informal resolution is not achieved

within 21 days after the issuance of the Federal Agencies' notice, the Chairman of the Committee or his representative and the Federal Agencies' representative shall schedule a meeting to attempt to reach a resolution of the dispute. In the event a resolution is not reached, the Committee, Settling Private Parties or the Federal Agencies may file an action in the United States District Court for the Eastern District of Kentucky for an order to resolve the dispute, to construe, modify, or enforce this Agreement, or to declare the rights of the parties.

e. Contractor Relations.

(1) The Federal Agencies retain no right to select the contractor(s) who will carry out the IRP at the Site; but the Federal Agencies reserve the right to reject a contractor proposed by the Steering Committee, such right to be exercised consistent with the schedule imposed by the Decree or within fifteen (15) days of the Federal Agencies' receipt of notice of the Steering Committee's choice of contractor, whichever is earlier. However, the Federal Agencies may not reject a proposed contractor on the ground that the proposed contractor is, or is affiliated with, a Settling Private Party. The Committee agrees that it will select contractors who will perform and be required to perform at the Site according to standard engineering practice, consistent with the reasonable direction and requirements of the EPA for such projects, and that the selection of the contractor(s) will be made from commercially available firms, free of corrupt influence, fraud, or duress. The

Committee agrees to use due diligence in the selection of contractors and contract administration.

(2) The Committee and the Federal Agencies shall be simultaneously furnished copies of all contractor and subcontractor submittals, including documents, reports, data, studies, plans, surveys, drawings, and other written and electronically stored materials. The Committee and the Federal Agencies shall simultaneously review all such written submissions by any contractor or subcontractor for technical adequacy and completeness. Technical reviews shall be coordinated between the technical representatives designated by the Committee and Federal Agencies.

(3) The Federal Agencies may forward to the Committee written comments, including but not limited to any concurring or dissenting views, on any required submission to EPA. The Federal Agencies will use their best efforts to submit their comments on a timely basis for consideration by the Committee and any contractor. If the Federal Agencies and Committee cannot agree, then the Federal Agencies reserve the right to forward their comments directly to EPA. Any Federal Agency comments received after formal submission to EPA has been made will, upon request by the Federal Agencies, be immediately forwarded to EPA.

(4) The parties agree that the Federal Agencies have the right, consistent with the approved health and safety plan and the requirements of the Decree, to send qualified

representatives to visit the Site during normal working hours to review the work completed and in progress, including but not limited to physical inspection of the Site, to review and copy any non-confidential documents and other written materials maintained on the Site, and to share information thus obtained with any persons participating in the supervision, funding, or enforcement of matters relating to the Site.

(5) During the performance of any obligations of the Settling Private Parties or Federal Agencies under the Consent Decree, the Committee or any contractor(s) retained by it shall preserve and maintain, subject to review, inspection, and copying by the Federal Agencies, all records, including but not limited to documents, reports, data, studies, plans, purchase orders, invoices, surveys, bids, drawings and designs, proposals, accounting records and other written or electronically stored materials, relating to the planning and execution of the IRP at the Site. After completion of the IRP, the Committee and its contractors shall provide the Federal Agencies with an opportunity to copy these records at the Federal Agencies' cost. This section does not require the production of documents that are privileged or protected under federal, state or local law.

f. Federal Agency In-Kind Contributions. Should the need arise in the performance hereunder, it is the intent of the parties that in kind services may be provided by the Federal Agencies with concurrence of the Committee and credited towards

the respective shares of the Expenses borne by the Settling Private Parties and Federal Agencies. If such services are provided, they shall be coordinated with any contractor retained by the Committee and all proper notices and permissions shall be sought from EPA. All such work shall be conducted in accordance with the terms of the Decree.

g. Anti-Deficiency Act. The Federal Agencies' ability to pay under this Agreement is subject to the availability of appropriated funds. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that the Federal Agencies obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §§ 1301, 1341, 1342, 1349-51, and 1511-19.

#### 6. Committee Membership

Subject to the terms of this Agreement, the Federal Agencies' representatives will be listed on the membership roll of the Technical Committee or any successor Committee and be entitled to all rights and responsibilities thereunder. If the Technical Committee or its successor and the Federal Agencies are unable to reach a consensus and the issue is within the scope of this Agreement, the issue will be presented to the Executive Committee or its successor and the Federal Agencies for resolution. If the Executive Committee or its successor and the Federal Agencies are unable to reach a consensus, the issue will be presented for a vote pursuant to paragraph 4.a. herein.



7. Mutual Release and Covenant Not to Sue

a. In consideration of the settlement between the parties and the terms set out in this Agreement, the Settling Private Parties and the Federal Agencies identified on Attachment 1 hereby release, discharge, and covenant not to sue each other and all the past and present officers, directors, trustees, shareholders, employees, successors, including successors by merger, and assigns of each of them, with respect to any claim for contribution or other liability or financial payment with respect to Agreed Matters. Agreed Matters are defined as any civil claim, demand, liability, or cause of action, administrative or judicial, in law or equity, for or pertaining to any response costs or other expenses previously incurred by the Settling Private Parties or the Federal Agencies, to any Expense covered by this Agreement, to any payment by the Federal Agencies pursuant to Section XVI of the Decree, or to the undertaking or implementation of the IRP, RD/RA, other response action which is covered by the Decree, or any response action or natural resource damages imposed pursuant to a reopener or reservation of rights provided to the EPA or the Commonwealth in the Consent Decree. However, notwithstanding the foregoing or any contribution protection authorized under the Decree, section 113(f)(2) of CERCLA, or any amendments of CERCLA: (1) the Settling Private Parties reserve, and this Agreement is without prejudice to, actions under CERCLA Sections 107 or 113 against a Federal Agency which fails to make a payment to the Settling

Private Parties required hereunder as a result of the Anti-Deficiency Act; (2) the Settling Private Parties reserve, and this Agreement is without prejudice to, actions under CERCLA Sections 107 or 113 against the Federal Agencies in the event the EPA institutes an action or issues an administrative order against one or more Settling Private Party seeking performance or payment which is not included within the definition of Expenses herein and the Federal Agencies reserve, and this Agreement is without prejudice to, actions by the Federal Agencies under CERCLA Sections 107 or 113 against the Settling Private Parties in the event EPA institutes an action or issues an administrative order against one or more Federal Agencies seeking performance or payment which is not included within the definition of Expenses herein; (3) the Settling Private Parties reserve, and this Agreement is without prejudice to, actions under CERCLA Sections 107 or 113 against Federal Agencies for reimbursement of any costs paid or payable by Settling Private Parties to the United States as a result of the indemnification provided to EPA under Article XX of the Consent Decree (Indemnification and Insurance); and (4) the Settling Private Parties identified on Attachment 4 reserve, and this Agreement is without prejudice to, actions against Federal Agencies based on contractual indemnity, assumption of liability, reimbursement claims, other contractual claims, extracontractual relief, or claims under CERCLA Sections 107 or 113 asserted by such Settling Private Parties prior to execution of this Agreement and which have not been resolved

prior to the entry of the Consent Decree. With respect to the claims reserved in subparagraph 7(a)(4), the Settling Private Parties and Federal Agencies agree not to assert as a defense or otherwise any contribution protection authorized under the Decree, section 113(f)(2) of CERCLA, or any subsequent amendments to CERCLA. Provided, however, that this Release and Covenant Not to Sue shall not bar any claim or proceeding by either the Settling Private Parties or the Federal Agencies to resolve disputes arising under this Agreement or any action to enforce this Agreement or the Consent Decree or any claim of negligence in the performance of the duties under this Agreement.

b. In consideration of the payments that will be made and the covenants given to the Settling Private Parties by federal de minimis agencies listed on Attachment 3 by the terms of the De Minimis Consent Decree, and except as specifically provided in this paragraph, the Settling Private Parties covenant not to sue any federal de minimis party for any and all civil liability attributable to its volumetric percentage for reimbursement of response costs, injunctive relief, contribution, or indemnification pursuant to Sections 106, 107, or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, or 9613, Section 7003 of RCRA, 42 U.S.C. § 6973, State law, and the common law with regard to the Site. This covenant not to sue is expressly conditioned on the continued existence and effectiveness of the covenant not to sue provided by the federal de minimis parties to the Settling Private Parties in the De Minimis Consent Decree, and should the

current covenant not to sue provided by the federal de minimis parties be conditioned, abrogated, limited, withdrawn, or otherwise restricted, the covenant of the Settling Private Parties contained herein shall be of no force and effect to the extent of any such restriction of the covenant currently provided by the federal de minimis parties. Notwithstanding the foregoing covenant or any contribution protection authorized under the De Minimis Consent Decree, Sections 113(f)(2) or 122(g)(5) of CERCLA, or any amendments to CERCLA, the Settling Private Parties and the United States agree that the Settling Private Parties reserve, and this Consent Decree is without prejudice to, all rights against a federal de minimis party with respect to all other matters, including, but not limited to, the following:

(1) claims based on failure to make the payments required in accordance with the De Minimis Consent Decree;

(2) criminal liability;

(3) liability for injury to, destruction of, or loss of natural resources for which there are federal trustees;

(4) liability for response costs that have been or may be incurred by the United States Department of Interior or the United States Department of Agriculture in their role as natural resource damage trustees; and

(5) liability for response costs or natural resource damages, to the extent a federal de minimis party is not

afforded contribution protection under the De Minimis Consent Decree based on the discovery of new information.

c. In consideration of the payments that will be made and the covenants given to the Federal Agencies by non-federal de minimis parties executing the De Minimis Consent Decree, and except as specifically provided in this paragraph, the Federal Agencies covenant not to sue each such non-federal de minimis party for any and all civil liability attributable to its volumetric percentage for reimbursement of response costs, injunctive relief, contribution, or indemnification pursuant to Sections 106, 107, or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, or 9613, Section 7003 of RCRA, 42 U.S.C. § 6973, State law, and the common law with regard to the Site. This covenant not to sue is expressly conditioned on the continued existence and effectiveness of the covenant not to sue provided by the non-federal de minimis parties to the Federal Agencies in the De Minimis Consent Decree, and should the current covenant not to sue provided by the non-federal de minimis parties be conditioned, abrogated, limited, withdrawn, or otherwise restricted, the covenant of the Federal Agencies contained herein shall be of no force and effect to the extent of any such restriction of the covenant currently provided by the non-federal de minimis parties. Notwithstanding the foregoing covenant or any contribution protection authorized under the De Minimis Consent Decree, Section 113(f)(2) of CERCLA, or any amendments to CERCLA, the Federal Agencies reserve, and this Consent Decree is .

without prejudice to, all rights against such non-federal de minimis parties with respect to all other matters, including, but not limited to, the following:

(1) claims based on failure to make the payments required in accordance with the De Minimis Consent Decree;

(2) criminal liability;

(3) liability for injury to, destruction of, or loss of natural resources for which there are federal trustees;

(4) liability for response costs that have been or may be incurred by the United States Department of Interior or the United States Department of Agriculture in their role as natural resource damages trustees; and

(5) liability for response costs or natural resource damages, to the extent a non-federal de minimis party is not afforded a covenant not to sue or contribution protection under the Consent Order based on the discovery of new information.

d. Nothing in this Agreement shall create any right, claim, cause of action or demand in law and equity on behalf of any contractor against the Committee, Settling Private Parties, or the Federal Agencies related in any way to the Site.

e. Except as expressly provided in this Section with respect to non-federal and federal de minimis parties signing the De Minimis Consent Decree, nothing in this Agreement

is intended or shall be construed to release any individual or entity not a party to this Agreement from liability for past, present, or future response and/or remediation costs, or from liability for damages for injury to, destruction of, or loss of natural resources arising from the release or threatened release of any hazardous waste or hazardous substances at the Site.

#### 8. Confidentiality

a. The Federal Agencies shall not have the right to demand or receive any privileged or confidential documents prepared by any common counsel. Any documents received by the Federal Agencies will be released to third parties only to the extent required by law. All documents received by the Federal Agencies will be available to the United States Department of Justice or EPA if requested by those departments.

b. All documents or information received by the Committee or Settling Private Parties from the Federal Agencies pursuant to the provisions of this Agreement shall be treated in the same manner as confidential information between Members of the Committee.

#### 9. Modification and Termination

a. This Agreement can be modified by mutual written agreement of the Settling Private Parties and Federal Agencies at any time, followed by entry by the Court. Discussion of a modification will begin within 30 days of a written proposal to modify.

b. This Agreement shall continue in full force

and effect until all of the obligations of the Settling Private Parties and Federal Agencies under the Consent Decree have been satisfied or until there are no further Expenses incurred by the Settling Private Parties or Federal Agencies, whichever is later.

#### 10. Government Contracts

Except as reflected on Attachment 2, this Agreement, its negotiation, execution and implementation, does not represent a decision or acceptance on the part of the Federal Agencies regarding claims by PRPs, whether Settling Private Parties or not, for indemnification or reimbursement of government contractors. All issues and claims involving the relationship of the Federal Agencies and their respective contractors which have not been satisfactorily resolved and reflected in Attachment 2 are wholly outside the scope of this Agreement. A Federal Agency does not represent or speak for contractors performing work under agency contracts who may have contributed waste to the Site unless the Federal Agency has stated in writing to the contractor that the agency is representing the contractor in subsequent negotiations.

#### 11. Documents

Except as provided in paragraphs 3.b. and 8 herein, the Federal Agencies will receive copies of all minutes of meetings; public statements; allocation rankings; financial accounting for costs covered by this Agreement; technical reports; work plans, designs, or specifications; and letters sent to or received from EPA, the Commonwealth of Kentucky or any regulatory body.



12. Public Affairs

The Federal Agencies will be apprised in advance of any and all formal public statements to be made regarding the Committee's actions and will be offered the opportunity to join in the public statement or offer a separate contemporaneous statement.

13. Notice

Whenever notice is required by the Agreement to be given, unless otherwise specified, notice will consist of a written notice addressed to:

FEDERAL PAYMENT COORDINATOR

Office of Environmental Management  
1000 Independence Avenue, S.W.  
Trevion II (EM-451)  
Washington, D.C. 20585-0002  
Attn: Paul Beam  
Telephone: 301/427-1000

DEPARTMENT OF JUSTICE

Chief, Environmental Defense Section  
Environment and Natural Resources Division  
United States Department of Justice  
10th and Constitution, N.W.  
Washington, D.C. 20530  
Telephone: 202/514-2219

SETTLING PRIVATE PARTIES

Lee B. Zeugin, Esq.  
Hunton & Williams  
2000 Pennsylvania Avenue, N.W.  
9th Floor  
Washington, DC 20006  
Telephone: 202/955-1535

Unless otherwise specified the Federal Agencies will receive a minimum of five (5) working days notice whenever notice is

required.

14. Contact with Regulatory Agencies

The Federal Agencies will be apprised of all formal correspondence or other formal communications between the Committee and State or Federal regulatory agencies, including EPA and the Nuclear Regulatory Commission, regarding the Site.

15. Additional Provisions

a. This Settlement Agreement applies to and is binding upon the Federal Agencies, the Settling Private Parties, and their successors and assigns. Any reorganization, abolition, size reduction, transfer of function, or any change in the existence or authority of a Federal Agency or any change in ownership or corporate status of a Settling Private Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter that Federal Agency's or that Settling Private Party's responsibilities under this Settlement Agreement.

b. The execution of this Agreement by the Settling Private Parties and the Federal Agencies is not, and cannot be construed as, an admission of liability for conditions at the Site under CERCLA or any other federal, state, or local law or the common law. Nothing in this Agreement shall limit any party's rights to individually defend itself or to bring suit on its behalf concerning any matter not addressed in this Agreement.

c. This Agreement is to be interpreted and enforced under federal law.

d. Solely for purpose of interpreting, modifying, or enforcing this Agreement, the Settling Private Parties and Federal Agencies waive all objections and defenses that they may have with regard to jurisdiction and venue in the United States District Court for the Eastern District of Kentucky.

e. The provisions of paragraphs 7, 8, and 11, and this Paragraph shall survive the termination of this Agreement.

f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. This Agreement shall become effective upon entry of the Consent Decree.

U.S. DEPARTMENT OF JUSTICE

Date: July 3 1995

*Lois J. Schiffer*  
LOIS J. SCHIFFER  
Assistant Attorney General  
Environment and Natural  
Resources Division

Date: July 3, 1995

*Daniel W. Pinkston*  
DANIEL W. PINKSTON  
Trial Attorney  
Environmental Defense Section  
Environment and Natural Resources  
Division  
P.O. Box 23986  
Washington, DC 20026-3986  
  
Counsel for Federal Agencies

06/27/95 11:32

202 514 2584

DOJ-EDS

012/024

SENT BY:US DHHS OGC

3-28-95 12:05

PUBLIC HEALTH DIV-

202 514 2584:8 2

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Waste Disposal site Superfund Site.

FOR THE NATIONAL INSTITUTES OF HEALTH

Date:

3/21/95

*Shirley S. Pelt*  
[Name]

Authorized Representative of the National Institute of Health

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE DEPARTMENT OF ENERGY

Date: \_\_\_\_\_

*Thomas P. Grumbly*

Thomas P. Grumbly  
Assistant Secretary for  
Environmental Management  
U.S. Department of Energy  
1000 Independence Ave., S.W.  
Washington, D.C. 20585

06/27/95 11:31 202 514 2584

DOJ-EDS

009/024

06/20/95 TUE 18:18 FAX 703 8982840

US ARMY ENVIR LAW DIV

DOJ EDS TWO

003

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE DEPARTMENT OF THE ARMY

Date:

6/19/95

Lewis D. Walker  
[Name]

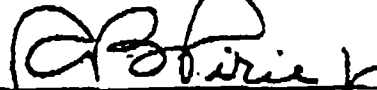
Authorized Representative of the  
Department of the Army

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE DEPARTMENT OF THE NAVY

Date:

1 June 1995



[Name] Robert B. Pirie, Jr.  
Assistant Secretary of the Navy (I&E)  
Authorized Representative of the  
Department of the Navy



06/27/95 11:30  
05/12/95 21:31

202 514 2584  
67036969184

DOJ-EDS

AFLSA/JACE

DOJ-SARVER-EDS

005/024

003/003

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE DEPARTMENT OF THE AIR FORCE

Date: April 11, 1998

AD McCann  
[Name]

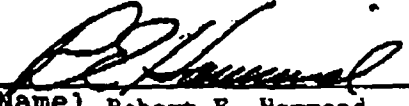
Authorized Representative of the Department of the Air Force

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

Date:

3/30/95

  
[Name] Robert E. Hammond  
Director, Environmental Management Division  
Authorized Representative of the  
National Aeronautics and Space  
Administration  
NASA Headquarters  
Washington, D.C. 20546

ATTACHMENT 1

Percentage of Shared Costs to be Paid  
by Each of the Settling Private Parties  
and Federal Agencies<sup>1/</sup>

<u>PRP</u>	<u>Percentage</u>
1. AlliedSignal	1.8167
2. Amax Corp.	.5236
3. Arkansas Power & Light Co.	.0541
4. Atcor, Inc.	.7660
5. Atlantic Richfield Co.	.0168
6. Babcock & Wilcox Co.	1.5757
7. Battelle	.3200
8. Boston Edison Company	.9729
9. Carolina Power & Light Co.	1.0989
10. Chem-Nuclear Systems, Inc.	.0679
11. Combustion Engineering, Inc.	.4520
12. Commonwealth Edison Company	.9799
13. Consolidated Edison Co. of New York, Inc.	.7894
14. Consumers Power Co.	.6223
15. Dow Chemical Co.	.3223
16. E. I. duPont de Nemours & Co.	.6357
17. General Dynamics	.5145
18. General Electric	1.3586
19. Ingalls Shipbuilding	.0000
20. Iowa Electric Light and Power Co.	.5367
21. Jersey Central Power & Light Co.	1.8212
22. Metropolitan Edison Co.	.6086
23. Minnesota Mining & Manufacturing Co.	.7460
24. NASA	1.4893
25. National Institute of Health	.3689
26. NDL Organization, Inc.	.4345
27. New York Power Authority	.6596
28. Newport News Shipbuilding/Newport News Industrial Corp.	.0000
29. Niagara Mohawk Power Corp.	1.5270
30. NL Industries, Inc.	.0754
31. Northeast Utilities Service Co.	2.4194
32. Nuclear Fuel Services, Inc.	.1867
33. Nuclear Metals, Inc.	.1328
34. NUMEC (Arco)	.4513
35. NUMEC (Babcock & Wilcox)	.9422
36. PECO Energy Co.	1.2615
37. Rochester Gas & Electric Corp.	.3721
38. Safety Light Corp. (for U.S. Radium Corp.)	.5381
39. Saxton Nuclear Experimental Corp.	.2348
40. SmithKline Beecham Corp.	.3701
41. Union Carbide Corp.	.2487
42. United States Air Force	1.2876
43. United States Army	2.9189

<sup>1/</sup> The percentages for DOE and the Navy include the resolved indemnifications of their government contractors.

44.	United States Dept. of Defense	.1603
45.	United States Dept. of Energy	44.6780
46.	United States Navy	12.7541
47.	US Ecology, Inc.	3.9024
48.	Vermont Yankee Nuclear Power Corp.	.3708
49.	Virginia Power	.6708
50.	Westinghouse Electric Corp.	4.8348
51.	Whittaker Corp.	.0868
52.	X-Ray Industries, Inc.	<u>.0231</u>
	TOTAL	100.0000

ATTACHMENT 2  
GOVERNMENT CONTRACTORS WITH  
RESOLVED CLAIMS

PRP	DOE SHARE [Cubic Feet]	DOE % OF SHARED COSTS	NAVY SHARE [Cubic Feet]	NAVY % OF SHARED COSTS
ARCO - NUMEC	76,913.49	1.8053		0.0000
Argonne National Laboratory	119.07	0.0028		0.0000
Babcock & Wilcox	42,866.00	1.0061		0.0000
Babcock & Wilcox - NUMEC	56,000.00	1.3144		0.0000
Battelle	54,532.97	1.2800		0.0000
Brookhaven National Lab	12,029.45	0.2824		0.0000
Carnegie-Mellon University	26,393.83	0.6195		0.0000
Chesapeake Park, Inc.	18,942.62	0.4446		0.0000
Dairyland Power Cooperative	1,090.78	0.0256		0.0000
Duquesne Light Co.	37,611.10	0.8828		0.0000
Fermi National Accelerator Lab	35.40	0.0008		0.0000
General Dynamics - Electric Boat Div.		0.0000	91,460.33	2.1467
General Electric - Evendale	113,053.65	2.6536		0.0000
General Electric - Knolls	36,154.37	0.8486		0.0000
Gulf Nuclear Fuel Co. (Chevron)	25,808.25	0.6058		0.0000
Hallam Nuclear Power Station	4,088.52	0.0960		0.0000
Ingalls Shipbuilding		0.0000	2,964.12	0.0696
Martin-Marietta Corp.	11,583.05	0.2719		0.0000
Mound Laboratories	837,160.08	19.6497		0.0000
National Lead of Ohio	6,206.56	0.1457		0.0000
Newport News Shipbuilding/Newport News Industrial Corp.		0.0000	107,715.95	2.5283
Nuclear Fuel Services, Inc.	45,072.60	1.0579		0.0000
Piqua Nuclear Power	17,472.53	0.4101		0.0000
Reactive Metals, Inc.	13,662.49	0.3207		0.0000
Rensselaer Polytechnic Institute	165.64	0.0039		0.0000
Rural Electric Power Cooperative	3,185.47	0.0748		0.0000
United Nuclear Corp.	83,515.96	1.9603		0.0000
United Power Association	553.95	0.0130		0.0000
University of Rochester	746.03	0.0175		0.0000
Westinghouse - Atomic Power Div.	4,664.30	0.1095		0.0000
Westinghouse - Bettis	371,320.93	8.7156		0.0000
Westinghouse - Waltz Mill	1,706.00	0.0400		0.0000
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Total:	1,902,655.09	44.6589	202,140.40	4.7446

## ATTACHMENT 3

Federal Agencies Below .25%

<u>PRP:</u>	<u>Vol. %</u>
Dept. of the Interior	.0028
- National Marine Water Quality	
EPA	.0106
- Primates and Pesticides Effects Lab	
National Institute of Mental Health	.0032
National Institute for Standards & Testing	.0779
NIOSH	.0126
- Bureau of Occupational Safety & Health	
- Robert A. Taft Sanitary Engineering Services	
Smithsonian Institute	.0012
U.S. Bureau of Mines	.0006
U.S. Department of Agriculture	.0038
- Forest Service	
U.S. Food & Drug Administration	.0046
U.S. Geological Survey	.0007
U.S. Public Health Service	.2018
- Health Education & Welfare Dept., Cincinnati	
- Southeastern Radiological Health	
Veterans Administration Hospital	<u>.1088</u>
TOTAL	.4286

ATTACHMENT 4

GOVERNMENT CONTRACTORS  
RESERVING CLAIMS

**A. Settling Private Parties**

PRP	Claims Against DOE (Cubic feet)	% of Shared Costs	Claims Against Other Fed Agencies (Cubic feet)	% of Shared Costs
AlliedSignal	19,401.80	0.4553		
Amax, Inc.	22,309.62	0.5236		
Combustion Engineering, Inc.	2,479.74	0.0582		
General Dynamics			21,919.28	0.5145
General Electric - Atomic Motor Prod.	10,552.80	0.2477		
NL Industries, Inc.	3,210.94	0.0754		
Westinghouse - Astronuclear			25,662.27	0.6023
Westinghouse - Cheswick			10,033.37	0.2355
Westinghouse - Nerva			405.00	0.0095
<b>Subtotal</b>	<b>57,954.90</b>	<b>1.3602</b>	<b>58,019.92</b>	<b>1.3618</b>

**B. De Minimis**

PRP	Claims Against DOE (Cubic feet)	Waste-In Percentage
Diamond Alkali	1,760.63	0.0352
Kerr-McGee Corp.	5,636.19	0.1126
<b>Subtotal</b>	<b>7,396.82</b>	<b>0.1478</b>