



Department of Energy  
Washington, D.C. 20545

*Don Cool*

*40-8631*

RETURN TO 396-SS

*PDR*

OCT 9 1985

Mr. William T. Crow  
Assistant Director  
Fuel Cycle Safety and Licensing  
Division of Fuel Cycle and  
Materials Safety (MS 396-SS)  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555



Dear Mr. Crow:

As you requested, enclosed are the following documents:

- o Memorandum of Understanding Between the U.S. Department of Energy and U.S. Department of Army Concerning Transfer of Custody and Accountability for, and Funding of, Remedial Actions at the Weldon Spring Chemical Plant.
- o June 27, 1985, letter from C. Thomas to M. Dolan, relative to the Weldon Spring Chemical Plant, Missouri.

Sincerely,

*Gale P. Turi*

Gale P. Turi  
Division of Facility and Site  
Decommissioning Projects  
Office of Nuclear Energy

2 Enclosures

cc:  
E. Keller, DOE/OR  
M. Sisk, DA



8511060356 851009  
PDR ADOCK 04008631  
C PDR

*25934*



General Services Administration  
819 Taylor Street  
Fort Worth, TX 76102

Date June 27, 1985  
Reply to Disposal Division (7PD)  
Attn of  
Subject 7-D-MO-430-0, Weldon Spring Chemical Plant, Missouri

To Ms. Martha Hess Dolan  
Assistant Secretary, Management and Administration  
Department of Energy  
1000 Independence Ave, SW  
Washington, DC 20585

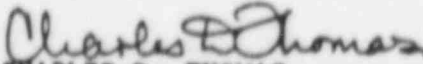
In accordance with the Memorandum of Understanding between the U. S. Department of Energy and the U. S. Department of Army, effective February 11, 1985, that provided for the transfer of 165.60 fee acres, more or less, 81.63 easement acres, more or less, improvements, and related personal property, at the Weldon Spring Chemical Plant, Missouri, GSA Control No. 7-D-MO-430-0, this property was reported on June 3, 1985, as excess to the needs of the Department of Army.

Accordingly, pursuant to the Federal Property and Administrative Services Act of 1949, as amended, and acting under authority delegated to me I hereby transfer, at no cost, the property described on the attached Exhibit "A" to the Department of Energy. The property is transferred subject to compliance by the Department of Energy with the provisions of the National Environmental Policy Act of 1969, as amended, including the preparation of an environmental impact statement if required.

Kansas City District Engineer, U. S. Army Corps of Engineers, 700 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106, will act for the Department of Army in arranging for the transfer of custody and accountability of the property and in other matters related to the transfer.

This transfer will become effective October 1, 1985.

A copy of our letter of even date to the Kansas City District, U. S. Army Corps of Engineers is enclosed for your information. It is requested that you acknowledge receipt of this communication in the space provided on the enclosed copy of this letter and return it to this office, and that such steps as necessary be taken by your agency to consummate the transaction.

  
CHARLES D. THOMAS  
Director  
Disposal Division

Enclosures

RECEIPT ACKNOWLEDGED

C. N. Mitchell 

NAME

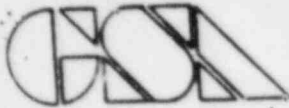
Director, Office of Project  
and Facilities Management

TITLE

7-3-85

DATE

mailed 7-3-85  
ik



General Services Administration, Region 7  
819 Taylor Street  
Fort Worth, TX 76102

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Date : June 27, 1985  
Reply to : Disposal Division (7FD)  
Attn of :  
Subject: 7-D-MO-430-0, Weldon Spring Chemical Plant, Missouri

To : U. S. Department of Army  
Kansas City District, Corps of Engineers  
700 Federal Building  
601 East 12th Street  
Kansas City, MO 64106

Your Report of Excess Real Property dated June 3, 1985, covered property at Weldon Spring Chemical Plant, Missouri, GSA Control No. 7-D-MO-430-0, and the improvements and personal property thereon.

As set forth in the enclosed copy of letter to the Department of Energy, the property is being transferred, at no cost to the Department of Energy.

Custody and accountability of the property, together with any necessary documentation, should be transferred to the Department of Energy. This transfer will become effective October 1, 1985.

Please acknowledge receipt of this communication in the space provided on the enclosed copy of this letter and return it to this office.

(Signed) Charles D. Thomas

CHARLES D. THOMAS  
Director  
Disposal Division

2 Enclosures

| TRACT NO. | LAND OWNER                 |
|-----------|----------------------------|
| 1         | WELDON SPRING CHEMICAL PL. |
| 2         | ATOMIC ENERGY COMMISSION   |
| 3         | ATOMIC ENERGY COMMISSION   |
| 4         | ATOMIC ENERGY COMMISSION   |
| 5         | ATOMIC ENERGY COMMISSION   |
| 6         | UNIVERSITY OF MISSOURI     |

| TRACT NO. | ACRES | REMARKS |
|-----------|-------|---------|
| 1         | 1.22  |         |
| 2         | 1.22  |         |
| 3         | 1.22  |         |
| 4         | 1.22  |         |
| 5         | 1.22  |         |
| 6         | 1.22  |         |

**PROJECT ROAD**

DEPT OF THE ARMY

ENGINEERING SERVICE AREA

**LOCATION OF ROAD**

STATE MISSOURI

COUNTY ST. CHARLES

DIVISION MISSOURI RIVER

DISTRICT KANSAS CITY

ARMY AREA FIFTH

13 MILES SW OF ST. CHARLES

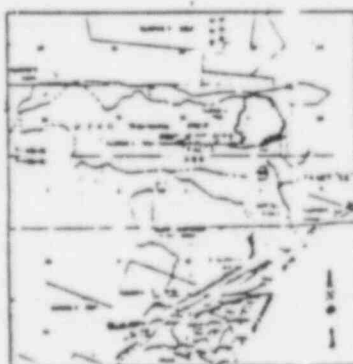
26 MILES W OF ST. LOUIS

## NOTE:

NOT AN OFFICIAL ADJUTED MAP  
THIS IS AN ALTERED MAP FOR THE PURPOSE  
OF SHOWING UTILITIES AND THE PROPERTY  
UNDER CONTROL OF DOD.



PROJECT SITE  
STATE INDEX



LOCATION MAP  
SCALE: 1" = 1 MILE

## LEGEND

FEE LAND

EASMT TO ST. CHARLES COUNTY

RAILROAD TRACK

OUTFALL SEWERLINE

**TRANSPORTATION FACILITIES**

RAILROAD

STATE ROAD

FEDERAL ROAD

AIR LINES

**ACQUISITION**

TOTAL ACRES ACQUIRED 251.73

FE

PUBLIC DOMAIN

USE RIGHT OTHER THAN F. & B.

TEASERS

LEASE

UNDEVELOPED INTERESTS

**DISPOSAL**

TOTAL ACRES DISPOSED OF 50.65

SOLE

PUBLIC DOMAIN

USE RIGHT OTHER THAN F. & B.

TEASERS

LEASES TERMINATED

UNDEVELOPED INTERESTS

REASSED

TO GSA FEE 50.65

**USGS**

EXCEPT FOR THE SPECIAL STUDIES SHOWN BELOW, ALL STUDIES AND SURVEYS IN THIS MAP SHALL BE CONSIDERED AS NOTED.

RESERVATION LINE

RESERVATION LINE

TRACT BOUNDARY LINE

TRACT NUMBER

CONTOUR LINE

FIELD 17754-01 575 25 JAN 1944  
FIELD 17754-02 575 5 NOV 1944  
FIELD 17754-03 575 12 OCT 1944

**SEGMENT "1"**

DEPARTMENT OF THE ARMY  
OFFICE OF THE KANSAS CITY DISTRICT ENGINEER  
MISSOURI RIVER DIVISION

REAL ESTATE  
**WELDON SPRING  
CHEMICAL PLANT**  
MILITARY RESERVATION

APPROVED BY

DATE

SCALE

1" = 1 MILE

R-2-E  
R-2-E

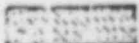
25 30  
34 31



**NOTE**

The boundaries of this tract are as shown on the original survey map of the tract, and are not to be construed as a warranty of the accuracy of the survey. The original survey map of the tract is on file in the office of the Surveyor General, St. Charles County, Mo. The original survey map of the tract is on file in the office of the Surveyor General, St. Charles County, Mo. The original survey map of the tract is on file in the office of the Surveyor General, St. Charles County, Mo.

30.45 ACRES FEE REPORTED EXCESS ON SP 1140-4501'S AUGUST 1970. WHEN TRANSFERRED 30.45 ACRES FEE TO THE ATOMIC ENERGY COMMISSION BY LETTER 43W DATED 2 OCTOBER 1971. ASSIGNMENT OF FEE TRANSFERRED FROM COM S. TO AEC BY TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY, DD FORM 1554 DATED 30 NOVEMBER 1971, ACCEPTED 2 DECEMBER 1971.



RETURNED TO ST CHARLES COUNTY STD 0-28-78 CONVEYED, 122 ACRES, EASEMENT FOR WATER TOWER AND WATER LINE R-0-W

Weldon Spring Chemical Plant, Missouri  
Plant Site (Fee)

LEGAL DESCRIPTION

A tract of land situated in Section 31, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, more particularly described as follows:

Commencing at the southeast corner of said Section 31; thence N 88° 46' W, 2447.53 feet; thence N 22° 18' W, 660.99 feet to the point of beginning of the tract of land herein described; thence west, 441.38 feet; thence N 50° 30' W, 260.00 feet; thence north, 375.00 feet; thence N 28° 30' E, 24.50 feet; thence S 73° E, 392.30 feet; thence N 28° 19' 30" E, 909.00 feet; thence N 61° 40' 30" W, 377.83 feet; thence N 28° 19' 30" E, 336.00 feet; thence N 54° 20' 30" W, 1109.50 feet; thence S 62° 51' W, 100.00 feet; thence north, 1,355.11 feet; thence S 81° 49' 30" E, 390.26 feet; thence north, 110.03 feet; thence east, 500.00 feet; thence south, 93.58 feet; thence N 86° 29' E, 704.92 feet; thence S 48° 45' E, 828.54 feet; thence on a 3° 04' 54" curve to the right having a radius of 1860.08 feet, a tangent distance of 394.37 feet and a curve length of 776.92 feet to a point of tangent; thence S 24° 48' 30" E, 1,173.72 feet; thence S 28° 19' 30" W, 802.27 feet; thence S 85° 02' W, 511.77 feet; thence S 78° 01' 30" W, 840.21 feet; thence S 45° 58' W, 894.45 feet to the point of beginning, containing 165.60 acres, more or less.

Weldon Spring Chemical Plant, Missouri  
Sewerline Easement, Tract CE-1

LEGAL DESCRIPTION

A strip of land 200 feet in width, being all that right-of-way of an existing outfall sewerline, as constructed, situated in Sections 5 and 6, Township 45 North, Range 3 East of the Fifth Principal Meridian, and U.S. Survey No. 2990, St. Charles County, Missouri, lying 100 feet on each side of the following described line, the initial and terminal extremities of said strip of land being extended or reduced to exactly adjoin the boundary lines which they meet:

Commencing at the northeast corner of said Section 6; thence southerly along the east line of said Section 6, a distance of 300 feet; thence west, 1,740 feet to the point of beginning of the line herein described; thence S 52° E, 990 feet; thence S 25° E, 730 feet; thence S 01° E, 820 feet; thence S 21° E, 960 feet; thence S 56° E, 630 feet; thence S 13° 30' W, 730 feet; thence S 25° E, 1,009 feet; thence S 33° E, 1,120 feet to the centerline of the Missouri, Kansas and Texas Railroad Bridge, containing 32 acres, more or less.



Weldon Spring Chemical Plant, Missouri  
Sewerline Easement, Tract CE-2

LEGAL DISCRIPTION

A strip of land 200 feet in width, being all that right-of-way of an existing outfall sewerline, as constructed, situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 6, Township 45 North, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 31, Township 46 North, all in Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, lying 100 feet on each side of the following described line, the initial and terminal extremities of said strip of land being extended or reduced to exactly adjoin the boundary lines which they meet:

Commencing at the southeast corner of said Section 31, Township 46 North; thence N88°46' W, 2,447.53 feet; thence N22°18' W, 660.99 feet; thence N45°58' E, approximately 685 feet to the point of beginning of the line herein described; thence in a southeasterly direction, approximately 480 feet to a point, said point being approximately 750 feet north of the south line and 1,915 feet west of the east line of said Section 31; thence in a southeasterly direction, approximately 1,080 feet to a point, said point being 300 feet south of the north line and 1,740 feet west of the east line of said Section 6, Township 45 North, containing 7.16 acres, more or less



Weldon Spring Chemical Plant, Missouri  
Railroad Easement

LEGAL DESCRIPTION

A strip of land 100 feet in width, being all that right-of-way of an existing Government railroad main spur, as constructed, situated in Section 31, Township 46 North, Range 3 East of the Fifth Principal Meridian, Sections 6 and 7, Township 45 North, said range, U.S. Survey No. 3106, U.S. Survey No. 1670, and U.S. Survey No. 476, St. Charles County, Missouri, lying 50 feet on each side of the following described centerline, the initial and terminal extremities of said strip of land being extended or reduced to exactly adjoin boundary lines which they meet:

Commencing at the southeast corner of said Section 31; thence  $N88^{\circ}46'$  W along the south line of said Section 31, a distance of 2,447.53 feet; thence  $N22^{\circ}18'$  W, 660.99 feet; thence west, approximately 150 feet to a point on the centerline of an existing Government railroad main spur, said point being the point of beginning of the centerline herein described; thence southwesterly, southerly, and southwesterly along the centerline of said Government railroad main spur, approximately 18,500 feet to the centerline of the Missouri, Kansas, and Texas Railroad main track, containing 42.47 acres, more or less.

# SUMMARY OF IMPROVEMENTS

| BLDG.<br>NO                 | DESCRIPTION                       | GROSS<br>AREA SQ FT | GROSS<br>VOLUME CU FT | CONSTRUCTION<br>DATE | BLDG<br>NEW COST | EQUIP<br>NEW COST | TOTAL<br>NEW COST |
|-----------------------------|-----------------------------------|---------------------|-----------------------|----------------------|------------------|-------------------|-------------------|
| FEED PREPARATION & SAMPLING |                                   |                     |                       |                      |                  |                   |                   |
| 101                         | FEED PREP. & SAMPLING PLANT       | 28,300              | 585,705               | FEB 1957             | \$950,179.00     | \$1,866,803.00    | \$2,993,984.00    |
|                             | STORAGE PAD                       | 207,000             | ---                   | FEB 1957             | 177,002.00       | ----              |                   |
| 109                         | CANOPY STORAGE SHED               | 4,224               | ---                   | JAN 1960             | 11,193.00        | ----              | 11,193.00         |
| 110                         | CANOPY STORAGE SHED               | 4,224               | ---                   | JAN 1960             | 11,193.00        | ----              | 11,193.00         |
| FINERY GROUP                |                                   |                     |                       |                      |                  |                   |                   |
| 103                         | DIGESTION & DENITRATION           | 58,876              | 1,519,600             | APRIL 1957           | 1,975,361.00     | 5,489,166.00      | 7,464,527.00      |
| 105                         | TBE EXTRACTION                    | 42,436              | 1,172,000             | APRIL 1957           | 1,469,431.00     | 3,267,037.00      | 4,736,468.00      |
| 108                         | NITRIC ACID RECOVERY              | 2,925               | 13,000                | MAY 1957             | 400,740.00       | 1,421,624.00      | 1,822,364.00      |
| GREEN SALT PROCESS          |                                   |                     |                       |                      |                  |                   |                   |
| 201                         | GREEN SALT PLANT                  | 69,160              | 1,286,000             | JUNE 1957            | 2,355,586.00     | 5,191,703.00      | 7,547,289.00      |
| 202                         | GREEN SALT TANK FARM              | 8,000               | 44,700                | DEC 1957             | 336,852.00       | 440,144.00        | 776,996.00        |
| METALS PLANT                |                                   |                     |                       |                      |                  |                   |                   |
| 301                         | METALS PLANT                      | 68,000              | 2,760,000             | FEB 1958             | 2,251,864.00     | 5,833,700.00      | 8,085,564.00      |
| 302                         | MAGNESIUM BLDG                    | 9,200               | 140,000               | DEC 1956             | 244,050.00       | 75,877.00         | 319,927.00        |
| AUXILIARY FACILITIES        |                                   |                     |                       |                      |                  |                   |                   |
| 401                         | STEAM PLANT                       | 17,745              | 396,000               | NOV 1956             | 720,393.00       | 2,541,883.00      | 3,262,276.00      |
| 413                         | COOLING TOWER & PUMP HOUSE        | 1,450               | 35,000                | NOV 1956             | 164,600.00       | 106,929.00        | 271,529.00        |
| 407                         | LABORATORY BLDG                   | 53,950              | 868,700               | SEPT 1957            | 2,557,523.00     | 1,510,683.00      | 4,068,206.00      |
| 403                         | CHEMICAL PILOT PLANT              | 17,800              | 425,510               | MAR 1958             | 520,760.00       | 1,287,707.00      | 1,808,467.00      |
| 404                         | METALS PILOT PLANT                | 12,400              | 299,540               | DEC 1957             | 448,990.00       | 1,044,801.00      | 1,493,791.00      |
| 405                         | AUX TO PILOT PLANTS               | 1,845               | 31,093                | DEC 1957             | 29,890.00        | 329,710.00        | 359,600.00        |
| 406                         | WAREHOUSE                         | 16,018              | 242,000               | DEC 1956             | 242,874.00       | 149,514.00        | 392,388.00        |
| 408                         | MAINTENANCE & STORES BLDG         | 70,678              | 1,314,000             | FEB 1957             | 867,383.00       | 1,094,453.00      | 1,961,836.00      |
| 417                         | PAINT SHOP                        | 2,772               | 38,808                | NOV 1956             | 93,889.00        | 13,398.00         | 107,287.00        |
| 409                         | ADMINISTRATION BLDG               | 37,732              | 590,400               | DEC 1956             | 1,004,395.00     | 159,006.00        | 1,163,401.00      |
| 410                         | SERVICES BLDG                     | 52,100              | 926,632               | JAN 1957             | 1,261,977.00     | 557,993.00        | 1,819,970.00      |
| 414                         | SCRAP CLASSIFICATION<br>& STORAGE | 5,090               | 91,620                | APRIL 1957           | 41,151.00        | 4,759.00          | 45,910.00         |
| 104                         | BULK LIME STORAGE                 | 493                 | --                    | FEB 1959             | 70,230.00        | 25,429.00         | 95,659.00         |
| 433                         | STORAGE                           | 7,400               | --                    | SEPT 1957            | 53,127.00        | 76,351.00         | 129,478.00        |

# SUMMARY OF IMPROVEMENTS

| BLDG NO.                      | DESCRIPTION                    | GROSS AREA SQ FT | GROSS VOLUME CU FT | CONSTRUCTION DATE | BLDG NEW COST   | EQUIP NEW COST  | TOTAL NEW COST  |
|-------------------------------|--------------------------------|------------------|--------------------|-------------------|-----------------|-----------------|-----------------|
| AUXILIARY FACILITIES (Cont'd) |                                |                  |                    |                   |                 |                 |                 |
|                               |                                | 6,400            | --                 | MAY 1957          | 36,160.00       | 235,959.00      | 272,119.00      |
| 435                           | STORAGE                        | 8,000            | --                 | APRIL 1957        | 32,929.00       | 66,170.00       | 99,099.00       |
| 436                           | STORAGE                        | 2,210            | --                 | MAY 1957          | 27,541.00       | 1,619.00        | 29,160.00       |
| 437                           | STORAGE                        | 196              | --                 | MAY 1957          | 378.00          | --              | 378.00          |
| 439                           | STORAGE                        | 288              | --                 | JAN 1957          | --              | --              | --              |
| 443                           | STORAGE                        | 624              | --                 | MAR 1959          | 16,007.00       | 8,994.00        | 25,001.00       |
| 430                           | AMBULANCE GARAGE               | --               | --                 | DEC 1956          | 7,394.00        | --              | 7,394.00        |
| 415                           | INCINERATOR                    | --               | --                 | OCT 1956          | 22,277.00       | --              | 22,277.00       |
| --                            | ASH POND                       | --               | --                 |                   |                 |                 |                 |
| UTILITIES                     |                                |                  |                    |                   |                 |                 |                 |
| 412                           | ELECTRICAL SUBSTATION          | --               | --                 | NOV 1956          | 43,418.00       | 320,663.00      | 364,081.00      |
| 441                           | GAS CYL STORAGE CANOPY         | --               | --                 | APRIL 1957        | --              | 1,801.00        | 79,549.00       |
|                               | STORAGE PAD                    | 720              | --                 | APRIL 1957        | 77,748.00       | 109,046.00      | 174,444.00      |
| 428                           | PROPANE VAPORIZER              | --               | --                 | NOV 1956          | 65,398.00       | 1,087.00        | 70,185.00       |
| 427                           | PRIMARY SEWAGE TREATMENT PLANT | --               | --                 | OCT 1956          | 69,098.00       | 9,251.00        | 19,642.00       |
| 431                           | LABORATORY PROOF SAMPLER       | --               | --                 | JAN 1957          | 10,391.00       | 8,735.00        | 19,125.00       |
| 432                           | MAIN SEWER PROOF SAMPLER       | --               | --                 | APRIL 1957        | 10,390.00       | 13,725.00       | 24,116.00       |
| 106                           | REFINERY SEWER PROOF SAMPLER   | --               | --                 | JAN 1957          | 10,391.00       | --              | --              |
| MISC.                         |                                |                  |                    |                   |                 |                 |                 |
|                               | WATER DISTRIBUTION SYSTEM      | --               | --                 | NOV 1956          | 1,275,475.00    | --              | 1,275,475.00    |
|                               | STEAM DISTRIBUTION SYSTEM      | --               | --                 | JAN 1957          | 373,776.00      | --              | 373,776.00      |
|                               | ELECTRICAL DISTRIBUTION SYSTEM | --               | --                 |                   |                 |                 |                 |
|                               | AIR DISTRIBUTION SYSTEM        | --               | --                 | OCT 1956          | 608,934.00      | --              | 608,934.00      |
|                               | SEWER SYSTEM                   | --               | --                 | NOV 1956          | 156,110.00      | --              | 156,110.00      |
|                               | ACID SLURRY SYSTEM             | --               | --                 | JAN 1957          | 711,815.00      | --              | 711,815.00      |
|                               | ALARM SYSTEM                   | --               | --                 | JAN 1957          | 257,726.00      | --              | 257,726.00      |
|                               | SECURITY FENCING               | --               | --                 | APRIL 1958        | 112,117.00      | --              | 112,117.00      |
|                               | RETENTION BASIN                | --               | --                 | FEB 1955          | 82,342.00       | --              | 82,342.00       |
|                               | TRUCK SCALES 30 TONS           | --               | --                 | SEPT 1964         | 9,951.00        | --              | 9,951.00        |
|                               | SITE PREPARATION               | --               | --                 | MARCH 1957        | 8,005.00        | --              | 8,005.00        |
|                               | ROADS & PAVED AREAS            | --               | --                 | JULY 1957         | 380,744.00      | --              | 380,744.00      |
|                               | RAILROAD SYSTEM                | --               | --                 | APRIL 1957        | 671,333.00      | --              | 671,333.00      |
|                               |                                | --               | --                 | FEB 1956          | 117,394.00      | --              | 117,394.00      |
| TOTALS                        |                                | 818,256 SQ FT    | 12,780,308 CU FT   |                   | \$23,455,875.00 | \$33,265,720.00 | \$56,721,595.00 |

Memorandum of Understanding  
Between the  
U.S. Department of Energy  
and the  
U.S. Department of Army  
Concerning Transfer of Custody and Accountability for,  
and Funding of Remedial Actions at, the Weldon Spring Chemical Plant

1. Objective and Purpose

The Department of Army (DA) and Department of Energy (DOE) are entering into this Agreement to set forth the understandings and commitments of the parties with respect to transfer of custody and accountability for the Weldon Spring Chemical Plant (WSCP) from the DA to the DOE, and funding arrangements and responsibilities for remedial actions and further disposition regarding the WSCP (see attachment 1, OMB Letters to DA and DOE). DOE will integrate the remedial action at the WSCP with DOE remedial actions to be conducted at the Weldon Spring Raffinate Pits and Weldon Spring Quarry sites in future years.

2. Definitions

WSCP - defined as the land and easements outlined in red and shown in purple and blue on the attached map (Attachment 2) together with all buildings, equipment, materials, improvements, and appurtenances, including radioactive and chemical wastes thereon and interest to the easement to St. Charles County with equipment and facilities shown in green on the map.

Remedial Action - the actions taken to plan and bring the WSCP in conformance with applicable standards and guidelines for managing radioactive and other wastes on the WSCP, the surveillance, maintenance, and further actions needed to assure continued conformance with these standards and guidelines, actions for long-term management and disposal of these wastes in conformance with applicable laws, rules and regulations and the activities required to close out and document final completion of these actions, and any other action necessary to address contamination from WSCP.

### 3. Transfer of Custody and Accountability

DA will take all necessary action to report WSCP to General Services Administration (GSA) and will request that GSA transfer WSCP to DOE without reimbursement effective 1 October 1985. DOE agrees to accept transfer of the WSCP and easements from GSA and to take such actions as may be required on its part to perfect the transfer. DA will request the Nuclear Regulatory Commission (NRC) to terminate the DA license with the NRC for WSCP effective at the date of turnover. DA agrees to terminate all outgrants on WSCP. DOE will assume radiological custody and accountability for the site for disposition in accordance with its orders, requirements, standards and guidelines, and all other applicable laws.

DA will provide DOE assistance in preparing for the turnover. DA will provide assistance, both prior to and for a short period after the transfer, in the training of DOE and contractor personnel in maintenance and surveillance of the site and in the preparation of relevant procedures for these activities.

### 4. Access to the WSCP, DA Monitoring Data, and WSCP Records Prior to Transfer

Prior to transfer of custody and accountability to the DOE, DA will allow DOE and its contractors access to the WSCP site to conduct characterization (radiological, chemical and geologic) studies and to obtain other information as may be necessary for preliminary engineering studies. Permits for such work, if required, will be in DOE's name with DA cooperating in such instances as may be required. These studies will include measuring and sampling surface and subsurface soils and stored materials, drilling of wells for geologic and water sampling purposes, air monitoring, civil and radiological surveys, and other sampling and tests within buildings and surrounding areas as may be necessary to plan the remedial action. The DA will make available its data from environmental monitoring at and near the WSCP. DA will provide DOE access to all records relating to the WSCP as soon as possible or by February 28, 1985. All records will be turned over to DOE at the time of transfer.

## 5. Remedial Action Responsibility

The DOE is responsible for designing, managing and implementing remedial actions at WSCP. Upon completion, DOE is responsible for further disposition of WSCP. The Army will be given 45 days to review and comment on plans for each phase of work. Extension of this time will be upon mutual agreement.

## 6. Funding Arrangement for Remedial Actions at WSCP

The DA and DOE will each pay 50 percent of the remedial action costs as set forth below and subject to the availability of appropriated funds. Adjustments will be made as appropriate during conduct of the WSCP remedial actions to maintain a 50 percent sharing. Beginning with the FY 1987 budget, each agency will request its prorated share of the WSCP costs each subsequent fiscal year from the Office of Management and Budget and Congress.

DA funding responsibility is limited to 50 percent of the cost incurred to address contamination at WSCP. This includes interim control actions, remedial action planning and engineering, site characterization, NEPA documentation, plant demolition, site cleanup, and waste disposal. DOE is responsible for 100% of the costs of guards, groundskeeping, long-term management (including monitoring), other actions at WSCP unrelated to decontaminating WSCP, and for all funding of other sites including the raffinate pit and quarry areas. Where indirect and general purpose expenses (See Attachment 3) are incurred to decontaminate the Weldon Spring Quarry, Weldon Spring raffinate pits, and/or WSCP, the share attributable to WSCP will be fairly apportioned, i.e., by WSCP's share of direct cost as compared to total project direct cost.

DOE will advise DA of funds to be requested by DA by January 1, each year for the budget to be submitted to Congress in the following January. DOE will revise this estimate later as needed. The estimate will describe the work to be accomplished, an itemization of expenses, and the apportioning of expenses to the Army's share. By January 1 of each year, DOE will provide to DA an annual WSCP report which includes accounting of costs for the preceding fiscal year.



7. Liabilities

Except as expressly provided herein, this Agreement does not affect federal contractual and other rights against third parties, and allocation of responsibility among DOE, DA, or other federal entities for contractual and other liabilities to third parties (including federal entities). All actions undertaken by the parties pursuant to this Agreement shall be subject to applicable laws.

8. Resolution of Interagency Conflicts

Any conflict arising under this Agreement will be resolved at successive levels of Agency decisionmaking until agreement is reached. If no agreement can be reached, the conflict shall be referred to OMB for resolution in accordance with applicable law.

9. Amendments

This agreement may be amended at any time by mutual agreement of DA and DOE. Amendments will be in writing and will be signed by appropriate DA and DOE officials.

10. Period of Agreement

This Agreement will continue in effect until terminated by agreement of both parties.

11. Points of Contact

The points of contact for the parties are:

|                                      |              |
|--------------------------------------|--------------|
| DOE: John E. Baublitz, Director      | or successor |
| Division of Remedial Action Projects |              |
| Telephone: 233-5272 (FTS)            |              |
| 301-353-5272 (Commercial)            |              |

|  |              |
|--|--------------|
| DA: Lewis D. Walker, Deputy for Environment, | or successor |
| Safety & Occupational Health, OASA(I&L)      |              |
| Telephone: (202) 695-7824                    |              |

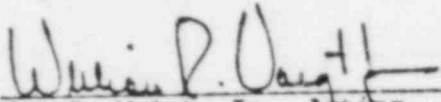


12. Public Information

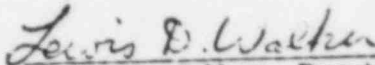
DOE will provide information to the local citizens and public officials relative to activities at the WSCP, including records on the period when DA controlled the site, consistent with applicable laws.

13. Effective Date

This Agreement will become effective upon signature of both parties.



William R. Voigt, Jr., Acting  
Director, Office of Terminal Waste  
Disposal and Remedial Action



Lewis D. Walker, Deputy for  
Environment, Safety and  
Occupational Health, OASA(I&L)

2/11/85  
Date

2/4/85  
Date

- Attachment 1 - Nov 27, 1984 ltrs fm Stockman to Hodel and Stockman to Marsh  
Attachment 2 - Figure 1 - Property Diagram  
Attachment 3 - Examples of Indirect & General Purpose Expenses



EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF MANAGEMENT AND BUDGET  
WASHINGTON, D.C. 20503

NOV 27 1984

Honorable Donald Paul Hodel  
Secretary of Energy  
Washington, D.C. 20585

Dear Don:

Enclosed for your information and review is a copy of my response to Army Secretary Marsh's request earlier this year for assistance in resolving the dispute between the Departments of Energy and Army over which agency should assume responsibility for decontaminating the former Weldon Spring Chemical Plant complex located outside St. Louis, Missouri.

The implementing details of this agreement will be contained in a Memorandum of Understanding (MOU), being prepared by your agency, in cooperation with the Department of the Army. It is requested that a copy of this MOU be provided to the Office of Management and Budget following its approval by both agencies, but in no case, later than January 30, 1985.

I would like to express my personal appreciation to all Department of Energy officials, but particularly the Office of Nuclear Energy, whose fine work, cooperation and valued assistance were so instrumental in achieving a solution to this dispute.

Sincerely,

David A. Stockman  
Director

Enclosure

cc:  
Mr. Earl Jones, GSA  
Mr. Richard E. Cunningham, NRC

Attachment 1

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RECEIVED  
NOV 27 1984



EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF MANAGEMENT AND BUDGET  
WASHINGTON, D.C. 20503

NOV 27 1984

Honorable John D. Marsh, Jr.  
Secretary of the Army  
Washington, D.C. 20310

Dear Secretary Marsh:

Earlier this year you wrote me asking OMB's assistance in resolving a long-standing dispute between the Departments of the Army and Energy over which agency should assume responsibility for decontaminating the former Weldon Spring Chemical Plant (WSCP) complex located outside St. Louis, Missouri. This letter is in response to that request.

To gain a full understanding of this issue and of the respective positions of each agency, discussions were held between OMB officials and representatives of the Environmental Protection Agency, the Nuclear Regulatory Commission, General Services Administration, and the Department of Justice. These meetings were held concurrent with ongoing deliberations between OMB and the Departments of the Army and Energy. The results of these discussions--and a tentative recommendation for a solution to the problem--were then reviewed and approved by the OMB General Counsel's office.

As a result of this process, the following Terms of Agreement are presented in settlement of this dispute:

a. Duties and Responsibilities of the Department of Energy

- DOE shall assume responsibility for cleanup of the main plant site and facilities. Ongoing DOE decontamination activities at Weldon Spring will now be integrated with this effort. Responsibility for decontamination at Weldon Spring will now be consolidated under one Federal agency, the Department of Energy.

- DOE shall assume custody and possession for all radioactive materials located on the plant site.

- DOE shall assume funding responsibility for one-half (50%) the costs incurred in decontaminating the main plant complex.

- DOE shall accept transfer from Department of the Army of the property comprising the main plant complex to include custodial and guard responsibilities thereof.

b. Duties and Responsibilities of the Department of the Army

- \* Army shall be responsible for one-half (50%) the costs incurred in decontaminating the main plant complex.

- \* Army shall transfer all licensed materials to DOE and subsequently request that its license with the U.S. Nuclear Regulatory Commission (NRC) be terminated.

- \* Army shall transfer to Department of Energy all property, records and data pertinent to the main plant complex and custodial guard responsibilities. Because the property has no value in its current condition, the transfer will be accomplished at no cost and through the General Services Administration (GSA).

Both the Departments of Army and Energy should identify resources in their respective budget requests to Congress sufficient to initiate this decontamination program. Out-year funding for this program will be included as an integral part of each agency's normal budget process. Currently appropriated funds should be utilized for Weldon Spring activities, as planned.

The implementing details of this agreement will be contained in a Memorandum of Understanding (MOU) between the Departments of Army and Energy. It is requested that a copy of this MOU be provided to the Office of Management and Budget following its approval by both agencies, but in no case, later than January 30, 1985.

I would like to express my appreciation to all Department of the Army officials, but particularly Assistant Secretary Hillier, his Deputies, Messrs. Lewis D. Walker and Paul W. Johnson, and Captain Barry Breen of the General Counsel's office, whose cooperation and valued assistance were so instrumental in achieving a solution to this dispute.

Sincerely,

David A. Stockman

David A. Stockman  
Director

cc:  
Mr. Earl Jones, GSA  
Mr. Richard E. Cunningham, NRC

## EXAMPLES OF INDIRECT AND GENERAL PURPOSE EXPENSES

Listed below are examples of indirect and general purpose expenses that are necessary for the performance of remedial actions at WSCP and should be shared on a fairly apportioned basis:

\*Costs associated with obtaining office space, change rooms, lunch room, first aid station, etc., either via repair or modification of WSCP building, temporary trailers or prefab buildings. Where it is cost effective to utilize an existing WSCP building(s) for this service, the necessary costs to modify and maintain such space in a habitable condition.

\*Costs to hook-up to water, installation of temporary sanitary sewer lines, development of a sewage drain field, and similar efforts.

\*Costs to hook-up to electrical services, either via modification or repair of existing installed lines or via installation of new auxiliary substation and auxiliary power lines, and similar effort.

\*Costs to develop access roads and parking areas.

\*Costs associated with environmental surveillance, effluent and occupational monitoring, offsite shipments of samples, etc., during the remedial action phase of the effort.

[illegible]