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SIGNATURE

David Wilkin

**VOLUNTARY CLEANUP CONTRACT
16-4948-RP**

**IN THE MATTER OF
WESTINGHOUSE ELECTRIC COLUMBIA PLANT SITE, RICHLAND COUNTY
and
WESTINGHOUSE ELECTRIC COMPANY LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Westinghouse Electric Company LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Westinghouse Columbia Fuel Fabrication Facility ("CFFF"). The Westinghouse Electric Company LLC property is located at 5801 Bluff Road, Hopkins, South Carolina (Property). The Property includes approximately 1200 acres and is bounded generally by Bluff Road to the east; forested rural property to the south, north, and west; beyond which is the Congaree River to the southwest. Mill Creek runs through the property and to the Congaree River. The Property is identified by the County of Richland as Tax Map Serial Number 18600-01-01 and 18600-01-02; and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "Westinghouse" shall mean Westinghouse Electric Company LLC. Westinghouse is a Delaware Limited Liability Company with offices at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, USA.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.



- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Westinghouse.
- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.

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- I. "Site" shall mean the Property and all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. The CFFF located in Hopkins, South Carolina was constructed in 1969. Prior to construction the site consisted of farmland, woodlands, and floodplain. A drawing from 1968 indicates that the main plant building and the WWTP lagoons were part of the original construction. The main activity has been the assembly of fuel rods for the commercial nuclear power industry.
- B. Numerous environmental investigations have been performed since 1980 at the CFFF. The investigations have included assessments of groundwater, surface water, soil, and sediment, and have resulted in the delineation of chemicals of potential concern (COPCs) in these media. A total of 41 permanent monitoring wells exist at the site as a result of these investigations. Reports have been submitted to the Department following each assessment. The CFFF has routinely sampled groundwater and surface water and reported the results to the Department. Additionally, remedial activities have been



- performed for groundwater and in source areas. A list of these reports is included as Appendix B.
- C. The 1980 environmental investigation was performed as a result of a fish kill near the wastewater treatment plant. Elevated levels of flouride and ammonia-nitrogen were detected in the groundwater and surface water at this time with the wastewater treatment system identified at the source. This source is being addressed under the Department's Bureau of Water.
 - D. A 1992 assessment indicated that tetrachloroethene (PCE), trichloroethene (TCE), and cis-1,2-dichloroethene (cis-1,2-DCE) (collectively referred to as VOCs) were detected at levels exceeding the Maximum Contaminant Level (MCL) in the groundwater near the oil house. This area was previously used to store solvents and oils. Metals were not detected in the soil or groundwater.
 - E. Further assessment of the soil and groundwater was conducted in 1995 to collect information to aid in designing a groundwater remediation system for the VOCs in the groundwater and surface water.
 - F. An Air Sparging/Soil Vapor Extraction Pilot study was conducted for the groundwater in 1996 that indicated the technology would be effective for the VOCs. In 1997, full scale systems were constructed in areas of contamination. The system ran for 11 years and reduced the concentrations of VOCs approximately 76%. The groundwater was monitored on a regular basis until 2011. The system was turned off in 2011 when contaminant reductions seemed to have reached a plateau. The contaminant concentrations remain at levels exceeding the MCLs.
 - G. In 2013, additional sediment samples were collected and only one sample, SED-7, had a detection for PCE which was detected at a concentration of 30 ug/kg which is probably attributable to the discharging VOC groundwater plume in this area.

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- H. Groundwater analytical data from September, 2014 indicates the highest PCE concentration remains in monitoring well W41 at 150.0 ug/l. The highest concentration of TCE is also found in monitoring well W41 at 22 ug/l and the highest csi-1,2-DCE concentration is in monitoring well W48 at 5.2 ug/l.
- I. As of January 1, 2016, the Department has incurred approximately eleven thousand five hundred and sixty-eight dollars and seventy cents (\$11,568.70) in Past Costs at the Site.

RESPONSE ACTIONS

3. Westinghouse agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Westinghouse's contact person for matters relating to this Contract. Westinghouse will notify the Department in writing of changes in the contractor or laboratory. The Work Plan should also include a long term groundwater monitoring plan. The Department will review the Work Plan and will notify Westinghouse in writing of any deficiencies in the Work Plan, and Westinghouse will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Perform Field Screening to identify any data gaps.
- B. Submit to the Department an Assessment Report with the Field Screening results and proposal for the installation of additional permanent monitoring wells, if necessary, based on the results of the Field Screening.
- C. Installation of additional permanent wells and sampling of these

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wells.

- D. Submit to the Department an Investigation Report including the data from the additional permanent monitoring wells in accordance with the schedule in the approved Work Plan. The Department shall review the report for determination of completion of the Investigation Report and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Westinghouse, and Westinghouse shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Westinghouse a letter indicating that revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, Westinghouse shall submit a revised report addressing the Department's comments.
- E. Long term monitoring plan for the VOC plume(s).
- F. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. Westinghouse shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with applicable Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Westinghouse.

5. Westinghouse shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take

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duplicates of any samples collected by Westinghouse pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Westinghouse shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Addie Walker
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
walkeras@dhec.sc.gov

Westinghouse: Cynthia Logsdon
Westinghouse Columbia Fuel Fabrication Facility
Columbia Fuel Site
5801 Bluff Road
Columbia, SC 29061

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.



PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Westinghouse will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. Westinghouse shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of eleven thousand five hundred and sixty-eight dollars and seventy cents (\$11,568.70) to reimburse past response cost incurred by the Department through January 1, 2016 ("Past Costs") relating to the Site. Upon payment of this amount, Westinghouse shall be released from liability for all response costs incurred prior to January 1, 2016. Westinghouse's payment for Past Costs should be submitted to:

The Department: David Wilkie
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, Westinghouse shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after January 1, 2016. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person and nature of the work, billing rate, expenses, and other specific costs. Invoices shall be submitted to:

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Westinghouse: Cynthia Logsdon
Westinghouse Columbia Fuel Fabrication Facility
Columbia Fuel Site
5801 Bluff Road
Columbia, SC 29061

All of Westinghouse's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law), provided the Department gives Westinghouse reasonable notice and the Department complies with Westinghouse's safety requirements. Westinghouse and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Westinghouse is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Westinghouse.

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RESTRICTIVE COVENANT

11. If VOCs in excess of residential standards exist at the Property after Westinghouse has completed the actions required under this Contract, Westinghouse shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Westinghouse and witnessed, signed, and sealed by a notary public. Westinghouse shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Richland County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Westinghouse or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Westinghouse or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to the Contract and who is not a signatory's parent, subsidiary, successor and assign.

13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site except to the extent that Westinghouse has resolved its liability for past response costs pursuant

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to Paragraph 9 above. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

14. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Westinghouse for any matters not expressly addressed by and settled through this Contract.

15. Upon successful completion of the terms of this Contract, Westinghouse shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Westinghouse has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. §44-56-740(A)(5) and (B)(1), will give Westinghouse a Certificate of Completion that provides a covenant not to sue to Westinghouse, its signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that Westinghouse successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Westinghouse, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

16. Westinghouse and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Westinghouse elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any



environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

17. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Westinghouse, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Westinghouse's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by Westinghouse to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

18. Upon termination of the Contract under Paragraphs 16 or 17 above, the covenant not to sue will be null and void. Termination of this Contract by Westinghouse or the Department does not end the obligations of Westinghouse to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.



APPENDIX A

Legal Description of the Property

County of Richland

Tax Map Serial Numbers 18600-01-01 and 18600-01-02

All that certain piece, parcel or tract of land situate in Richland County, South Carolina bounded and described as follows:

Commencing at S.C. Grid Monument "NUCLEAR" point being the point of Commencement; thence S 40-20-51 E 1281.75 feet to a found concrete monument, said point being the point of BEGINNING; thence S 55-46-14 W 1693.17 feet; thence S 37-29-22 E 739.24 feet; thence S 29-43-42 W 383.62 feet; thence South 31-15-31 W 499.41 feet; thence S 31-32-36 W 269.0 feet; thence S 31-28-45 West 2100.0 feet; thence 31-28-52 W 63.57 feet; thence S 41-12-02 W 118.95 feet; thence S 52-33-50 W 230.18 feet; thence S 57-08-28 W 173.08 feet; thence S 40-29-36 W 158.91 feet; thence S 11-22-02 W 73.35 feet; thence S 46-12-42 W 157.29 feet; thence N 83-16-41 W 145.85 feet; thence S 44-19-03 W 124.23 feet; thence S 9-30-35 W 76.82 feet; thence 26-58-23 W 145.59 feet; thence South 50-03-07 West 110.86 feet; thence S 32-08-05 W 64.78 feet; thence S 71-06-27 W 144.84 feet; thence S 61-59-35 W 105.47 feet; thence S 69-18-42 W 25.97 feet; thence N 52-58-30 W 98.54 feet; thence N 49-41-04 W 1535.89 feet to a found concrete monument; thence N 53-04-20 W 148.12 feet to a found concrete monument; thence N 59-08-01 W 1101.08 feet to a found concrete monument; thence N 58-38-52 W 783.91 feet to a found concrete monument; thence N 59-13-48 W 709.99 feet to a found concrete monument; thence N 59-13-51 W 1000.0 feet to a found concrete monument; thence N 59-13-56 W 413.09 feet to an Iron pipe; thence N 59-13-36 W 36.0 feet; thence S 35-14-25 W 233.64 feet; thence S 37-47-49 W 164.50 feet; thence S 55-52-50 W 199.51 feet; thence S 68-54-07 W 330.52 feet; thence S 65-10-12 W 213.57 feet; thence S 82-11-13 W 183.35; thence S 88-21-27 W 598.04 feet; thence N 71-46-21 W 359.87 feet; thence N 54-03-15 W 202.61 feet; thence N. 47-40-27 W 226.53 feet; thence N 31-04-45 W 624.64 feet; thence 19-51-18 W 59.04 feet; thence N 37-10-11 E 93.27 feet; thence N 10-57-59 W 115.10 feet; thence N 34-27-41 W 39.91 feet; thence N 52-27-42 E 87.38 feet to a found concrete monument; thence N 59-25-46 E 701.86 feet to a found concrete monument; thence N 60-13-19 E 719.41 feet to a found concrete monument; thence N 59-01-53 E 1602.38 feet to a found concrete monument; thence N 59-24-40 E 1023.84 feet to a found concrete monument; thence N 59-23-34 E 976.28 to a found concrete monument; thence S 67-39-38 E 720.73 feet to a found Iron pipe; thence N 67-54-40 E 1598.02 feet to a found Iron pipe; thence S 32-03-16 E 117.02 feet; thence D 62-22-36 E 60.84 feet; thence S 67-22-19 E 106.63 feet; thence S 72-50-56 East 35.17 feet; thence N 30-17-41 E 66.02 feet; thence N 75-09-43 E 141.31 feet; thence N 86-02-41 E 100.60 feet; thence N 7-25-02 E 37.85 feet; thence S 83-50-13 E 197.09 feet; thence N 85-12-05 E 100.77 feet; thence N 85-28-32 E 100.72 feet; thence N 41-37-26 W 1125.72 feet to a concrete monument; thence N 42-21-29 E 1080.36 feet to a found Iron pipe; thence S 82-25-26 E 429.03 feet to a found Iron pipe; thence N 42-19-43 E 1034.66 feet to a found concrete monument; thence with the right of way of S.C. State Highway No. 48 S 40-18-05 E 4884.76 feet to the point and place of BEGINNING.