

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

NUCLEAR WATCH NEW MEXICO,

Plaintiff,

v.

U.S. DEPARTMENT OF ENERGY,

Defendant,

and

NEW MEXICO ENVIRONMENT DEPT.,

Intervenor.

Civil Case No. 1:16-cv-00433-JCH-SCY

ORDER ADMINISTRATIVELY CLOSING CASE

The Court has reviewed and considered the Parties' Joint Motion to Administratively Close the Case Pending Performance of a Settlement Agreement. For the reasons set forth in the motion, and for good cause shown, the Court hereby **ORDERS** that: (1) this case is administratively closed pending performance of the settlement agreement between the parties; (2) all case-related deadlines and obligations are placed in abeyance during the closure period; and (3) DOE is required to submit status reports to the Court at six-month intervals during the closure period.

It is **SO ORDERED**.

Date: March 17, 2022



SENIOR UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

NUCLEAR WATCH NEW MEXICO,
Plaintiff,

v.

UNITED STATES DEPARTMENT OF ENERGY,
Defendant,

and

NEW MEXICO ENVIRONMENT DEPARTMENT,
Intervenor.

No. 1:16-cv-00433-JCH-SCY

SETTLEMENT AGREEMENT

WHEREAS, the United States Department of Energy (“DOE”) owns the Los Alamos National Laboratory (“LANL”), located in Los Alamos County in north central New Mexico, at which are located hazardous waste, radioactive waste, and mixed waste resulting from operations at LANL;

WHEREAS, on March 1, 2005, DOE entered into an administrative Compliance Order on Consent (“2005 Consent Order”) with the New Mexico Environment Department (“NMED”) pursuant to the New Mexico Hazardous Waste Act (“HWA”), the state-authorized implementation of the Resource Conservation and Recovery Act (“RCRA”), which specified various requirements pertaining to environmental cleanup at LANL by DOE and its contractors;

WHEREAS, on May 12, 2016, Nuclear Watch New Mexico (“NukeWatch”) initiated the present litigation (hereinafter, “Action”) by filing in the United States District Court for the District of New Mexico (“Court”) a citizen suit under RCRA against DOE and DOE’s operating contractor at the time, Los Alamos National Security, LLC (“LANS”), alleging violations by

DOE and LANS of the 2005 Consent Order (as subsequently amended), and seeking as relief an injunction for DOE and LANS to come into compliance with the 2005 Consent Order, civil penalties, and costs of litigation;

WHEREAS, in June 2016, NMED and DOE entered into a new administrative Compliance Order on Consent (“2016 Consent Order”) pertaining to environmental cleanup at LANL by DOE and its contractors, Section II(A) of which states: “[t]his Consent Order supersedes the [2005 Consent Order] and settles any outstanding alleged violations under the 2005 Consent Order”;

WHEREAS, on June 23, 2016, NMED intervened as a defendant in this Action;

WHEREAS, on July 19, 2016, NukeWatch filed an Amended Complaint;

WHEREAS, on September 21, 2016, NukeWatch filed a Second Amended Complaint, in which, in addition to allegations that DOE and LANS violated aspects of the 2005 Consent Order, NukeWatch alleged that certain extensions and deferrals of deadlines granted by NMED under the terms of the 2005 Consent Order violated public hearing requirements and that the execution of the 2016 Consent Order violated public hearing requirements, rendering those actions invalid, and in which NukeWatch sought as relief injunctions, declaratory judgments, civil penalties, and costs of litigation;

WHEREAS, Defendants respectively filed motions to dismiss the Second Amended Complaint;

WHEREAS, on July 12, 2018, the Court issued a Memorandum Opinion and Order dismissing Counts I through VI of the Second Amended Complaint to the extent those claims sought declaratory and injunctive relief, but denying Defendants’ motions to dismiss Counts I

and II of the Second Amended Complaint to the extent those claims sought civil penalties for alleged violations of the 2005 Consent Order;

WHEREAS, Defendants respectively answered the Second Amended Complaint, and in so doing DOE and LANS denied that NukeWatch is entitled to the relief it seeks;

WHEREAS, all parties cross-moved for summary judgment or partial summary judgment;

WHEREAS, on November 13, 2019, the Court issued a Memorandum Opinion and Order granting summary judgment for LANS, but denying all other parties' respective motions for summary judgment;

WHEREAS, the parties desire to resolve the remaining claims in the Second Amended Complaint without further litigation;

NOW, THEREFORE, in full settlement of this Action, and in consideration of the promises and undertakings set forth herein, the sufficiency of which is hereby acknowledged, NukeWatch and DOE (each a "Signatory" and collectively the "Signatories") agree as follows:

1. Not later than three (3) months following the effective date of this Settlement Agreement ("Agreement"), DOE shall initiate a collaborative process with the Pueblo de San Ildefonso ("Pueblo") and the Buckman Direct Diversion ("BDD") Board for the purpose of establishing a new surface water flow monitoring station ("New Monitoring Station") that would be in lieu of the formerly extant water monitoring station designated E109.9.

- a. The Signatories agree that the New Monitoring Station must be sited in a location that is suitable for the function to be performed by this station. The Signatories further agree that DOE cannot establish the New Monitoring Station on any property which DOE does not own or to which DOE does not have other legal right, unless DOE is granted permission to

do so by the person or entity that owns or has legal right to the property for the proposed location of the New Monitoring Station. The Signatories further agree that the design and capabilities of the New Monitoring Station must be appropriate for the BDD Board's purposes. DOE commits to conferring in good faith with the Pueblo and the BDD Board to identify a site for the location of the New Monitoring Station and a design for the New Monitoring Station that are acceptable to the Pueblo and the BDD Board (including whether or not the New Monitoring Station should have sampling capability), and to act in good faith in attempting to obtain all necessary permissions or authorizations to establish the new station on the identified site.

b. DOE will endeavor to identify a site and design for the New Monitoring Station that is acceptable to the Pueblo, the BDD Board, and DOE, and to obtain the necessary permissions or authorizations to establish the New Monitoring Station at the identified site in an expeditious manner following the initiation of the collaborative process specified in Paragraph 1. If, however, after three (3) years following the initiation of the collaborative process specified in Paragraph 1, DOE is unable to identify a site or design for the New Monitoring Station that is acceptable to the Pueblo, the BDD Board, and DOE, or DOE is unable to obtain the necessary permissions or authorizations to establish the New Monitoring Station at the identified site, the following procedures apply:

(1) DOE shall notify NukeWatch in writing, specifying the reason(s) DOE believes that it cannot complete the establishment of the New Monitoring Station. NukeWatch shall have 60 days upon receipt of such written notification to respond to DOE stating whether NukeWatch agrees or disagrees with DOE's conclusion that DOE cannot complete the establishment of the New Monitoring Station, and, if NukeWatch disagrees, NukeWatch's response must specify the reason(s) for its disagreement.

(2) If NukeWatch agrees that DOE cannot complete the establishment of the New Monitoring Station, then DOE shall cooperate with the BDD Board, the City of Santa Fe, or the County of Santa Fe in developing a financial assistance award application package, in accordance with DOE policies and procedures, to submit to DOE seeking an award of a one-time grant of funding to the applicant in the amount of \$200,000 for use in furtherance of the BDD Board's water quality mission.

(3) If NukeWatch disagrees that DOE cannot complete the establishment of the New Monitoring Station, then the Signatories shall follow the dispute resolution process specified in Paragraph 9 of this Agreement.

c. If the collaborative process initiated under Paragraph 1 results in the identification of a site and design for the establishment of the New Monitoring Station that is acceptable to the Pueblo, the BDD Board, and DOE, as evidenced in a separate written document, and DOE is able to obtain the necessary permissions or authorizations to establish the New Monitoring Station at the identified site, DOE will endeavor to establish the New Monitoring Station at the identified site and commence its operation in an expeditious manner, but no later than two (2) years after DOE obtains all necessary permissions or authorizations. DOE retains sole discretion on how to accomplish the establishment of the New Monitoring Station, provided that the station is sited at the agreed location and in accordance with the agreed design. DOE may, in its sole discretion, elect to satisfy its obligations under this subparagraph with a direct grant of funding through a financial assistance award to the BDD Board, the City of Santa Fe, or the County of Santa Fe, for the purpose of establishing the New Monitoring Station, provided that one of the foregoing entities voluntarily applies to DOE for a financial assistance

award for such a purpose in accordance with applicable DOE policies and procedures, and the applicant agrees to accept responsibility for establishing the station.

d. DOE shall provide, jointly with the BDD Board and the Pueblo (to the extent possible), written status updates to NukeWatch every six (6) months regarding DOE's efforts to complete the establishment and operation of the New Monitoring Station. No specific format is required for these status updates.

e. DOE shall ensure operation and maintenance of the New Monitoring Station established under Subparagraph 1(b) for a minimum of five (5) years after commencement of initial operations. DOE retains sole discretion on how to ensure operation and maintenance. DOE may, in its sole discretion, elect to satisfy its obligations under this subparagraph with a direct grant of funding through a financial assistance award to the BDD Board, the City of Santa Fe, or the County of Santa Fe, provided that one of the foregoing entities voluntarily applies to DOE for a financial assistance award for such a purpose in accordance with applicable DOE policies and procedures, and the applicant agrees to accept responsibility for operation and maintenance. Although not a binding obligation of this Agreement, it is the expressed desire of the Signatories that the New Monitoring Station continue to be operated and maintained beyond the minimum period required by this subparagraph.

2. DOE shall perform a feasibility study of a proposed environmental cleanup procedure ("Proposed Procedure") relating to the waste in Pit 8 of Material Disposal Area G at LANL. The Proposed Procedure is more fully described in Subparagraph 2(a). The feasibility study shall comply with the requirements specified in Subparagraph 2(b). DOE shall commence the feasibility study not later than October 1, 2025. DOE will endeavor to complete the

feasibility study within two (2) years of the completion of removal of waste from Pit 9, as specified in Subparagraph 2(b)(4) of this Agreement.

a. The Proposed Procedure that the feasibility study shall evaluate would consist of the following elements:

(1) Prior to any excavation of waste, DOE would engage in community outreach with, and solicit comments from, surrounding Pueblos, local governments, the State of New Mexico, the BDD Board, and public interest organizations, including but not necessarily limited to NukeWatch, regarding a plan to excavate waste from Pit 8.

(2) DOE would coordinate with any government entity having authority over the planned excavation, and DOE would undertake the work to secure the necessary permits or authorizations for the excavation, including, but not limited to, any actions necessary to comply with the National Environmental Policy Act and implementing regulations.

(3) Temporary enclosures would be placed over Pit 8 and Pit 9 at Area G, with environmental monitoring sensors.

(4) Equipment necessary to analyze and recycle excavated waste would be placed in an enclosure adjacent to the enclosure for Pits 8 and 9, likewise with environmental monitoring sensors.

(5) Pit 9, which would have had retrievable transuranic (“TRU”) waste already removed, would be sampled and converted into a landfill by lining the pit, sloping the bottom for leachate collection, installing a secondary lining and leachate system above the first lining, and installing collection pipes. Such construction would be in accordance with all applicable law and regulations.

(6) Waste would be excavated from Pit 8 using personnel, remotely operated machines, or a combination thereof. Removed earth would be retained for possible later use.

(7) Excavated waste from Pit 8 would be characterized and inventoried. TRU waste would be prepared for shipment to the Waste Isolation Pilot Plant (“WIPP”) and would be removed to WIPP (provided the waste conformed to WIPP’s waste acceptance criteria). Excavated material would be cleaned, recycled, and reused to the extent possible. Remaining non-TRU waste would be repackaged and placed in Pit 9. Any waste placed in Pit 9 would be documented.

b. The feasibility study of the Proposed Procedure described in Subparagraph 2(a) shall adhere to the following conditions:

(1) The study will address the technical feasibility, possible hazards and risks to both human health and the environment, economic costs and benefits, and timeframe of performing the Proposed Procedure. The feasibility study will consider the foregoing factors in comparison to one or more alternative options for Pit 8.

(2) A review of documentation or other historical information about the type and quantity of wastes disposed of in Pit 8 will be conducted, and all pertinent information from that review will be incorporated into the study.

(3) Non-intrusive geophysical evaluations will be performed to understand the characteristics of the waste in Pit 8.

(4) Following the removal of waste in Pit 9 (which the Signatories acknowledge is estimated to occur not before Fiscal Year 2026), physical sampling will be performed of the soil in and under Pit 9.

(5) Physical sampling of soil surrounding Pit 8 will be performed; however, no physical penetration of Pit 8 or sampling of the waste in Pit 8 is required.

(6) The draft feasibility study will be presented for public comment at a public meeting, with a public comment period of at least 90 days following the public meeting.

(7) In the final feasibility study, DOE will respond substantively to relevant public comments received on the draft feasibility study. The final feasibility study will be published within 90 days of the close of the public comment period.

c. Nothing in this Agreement obligates DOE to conduct the Proposed Procedure described in Subparagraph 2(a), or to perform any of the specific elements of the Proposed Procedure listed in Subparagraph 2(a).

d. Nothing in this Agreement limits the conclusions DOE may reach in its evaluation of the Proposed Procedure.

e. DOE's obligation under Paragraph 2 to perform the feasibility study does not preclude DOE from evaluating or proposing other options for addressing the waste in Pit 8 of Material Disposal Area G.

3. Not later than October 1, 2022, DOE shall commence efforts to retrieve 158 corrugated metal pipes containing cemented liquid waste buried in Solid Waste Management Unit ("SWMU") 54-015(k). DOE shall size reduce the retrieved waste and package the waste for shipment outside of LANL. The retrievals, size-reduction, and packaging for shipment of the waste shall be completed no later than March 30, 2024.

4. DOE shall investigate and, if necessary, remediate a total of 290 SWMUs and Areas of Concern ("AOCs") as listed in Attachment A to this Agreement. DOE retains sole discretion to determine the sequencing and timing of investigations and any necessary

remediations of the 290 sites, to the extent consistent with applicable NMED permitting requirements. The investigations and, as needed, remediations, required under this paragraph will be performed in accordance with Section IX (Cleanup Objectives and Cleanup Levels) of the 2016 Consent Order, unless superseding legal requirements subsequently become effective during the time period that the investigations and any remediations required under this paragraph are taking place (in which case the remaining investigations and, as needed, remediations will be performed in accordance with the superseding legal requirements). DOE shall conduct investigations and initiate any necessary remediations of the 290 SWMUs and AOCs no later than October 1, 2024.

5. Not later than 60 days following the effective date of this Agreement, DOE shall remit payment in the amount of \$329,887.75 to the Stroud Law Firm and payment in the amount of \$82,750 to the New Mexico Environmental Law Center in full satisfaction of attorney's fees, expert witness fees, and litigation costs incurred by NukeWatch in this Action. NukeWatch agrees that it will not file any claim or motion against DOE or the United States under 42 U.S.C. § 6972(e), 28 U.S.C. § 2812, or any other provision of law to recover any fees or costs incurred in this Action prior to and including the effective date of this Agreement. Nothing in this paragraph waives any claim or defense by NukeWatch, DOE, or the United States regarding an award of attorney's fees, expert witness fees, or litigation costs that may be incurred after the effective date of this Agreement.

6. The Signatories agree to act in good faith with respect to each provision of, and in satisfying their obligations in, this Agreement.

7. Within ten (10) days following the execution of this Agreement, the Signatories shall file a joint motion with the Court in this Action requesting that the Court administratively

close the case and hold the case in abeyance pending termination of the Agreement pursuant to Paragraph 17.

8. During the time that this Action is administratively closed by the Court, NukeWatch agrees that it will not file: (a) any new claim in any court against DOE or any DOE contractor alleging a violation by DOE or any DOE contractor of any provision of the 2005 Consent Order; (b) any new claim in any court against any person or entity alleging that the 2016 Consent Order is invalid; or (c) any motion or other request with the Court seeking to resume the litigation of any of the claims in this Action, unless such resumption of litigation is sought as relief for an allegation of non-compliance pursuant to Subparagraph 9(c) of this Agreement.

9. The Signatories agree to undertake reasonable, good faith efforts to resolve any dispute regarding compliance with this Agreement in an amicable manner without further involvement of the Court or any other court. In the event one Signatory believes that the other Signatory is in non-compliance with this Agreement, the Signatories may proceed only as follows:

a. The Signatory (“Complaining Signatory”) that believes the other Signatory is in non-compliance with this Agreement shall notify the other Signatory (“Responding Signatory”) in writing of the specific grounds and facts upon which the Complaining Signatory alleges non-compliance with identified provisions of this Agreement. The Responding Signatory shall respond to the Complaining Signatory in writing within 60 days of receiving the written notice from the Complaining Signatory. If the Responding Signatory agrees that it is in non-compliance with this Agreement, the Signatories shall meet and confer within 15 days of the Complaining Signatory receiving the Responding Signatory’s written response to agree upon a date by which the Responding Signatory will cure its non-compliance.

If the Responding Signatory does not agree that it is in non-compliance with this Agreement, the Signatories shall meet and confer within 15 days of the Complaining Signatory receiving the Responding Signatory's written response in an attempt to resolve the dispute.

b. If within 60 days of the start of the meet and confer required under Paragraph 9(a) the Signatories are unable to resolve any dispute regarding an allegation of non-compliance with this Agreement or the date to cure any non-compliance, the Complaining Signatory may formally request non-binding mediation of the Signatories' dispute by submitting written notice to the Responding Signatory. Within 15 days of submitting this notification, the Signatories will file a joint notice with the Court informing the Court of the dispute and either: (a) request the mediation services of a United States Magistrate Judge for the District of New Mexico; or (b) notify the Court that the Signatories will engage a private mediator. The Complaining Signatory must seek mediation pursuant to this subparagraph prior to seeking any relief from the Court under Subparagraph 9(c) of this Agreement.

c. If mediation under Subparagraph 9(b) is unable to resolve the Signatories' dispute, the Complaining Signatory may file a motion with the Court to seek relief for the alleged non-compliance by the Responding Signatory solely in the form of a termination of the abeyance and resumption of the litigation of the claims in this Action. The Signatories agree that relief under this subparagraph may be granted only if the Complaining Signatory files with the Court a certification from the mediator utilized under Subparagraph 9(b) of this Agreement stating that the Signatories participated in mediation in good faith to resolve the Signatories' dispute, and that the Complaining Signatory establishes its entitlement to relief pursuant to the standard that is applicable to motions seeking relief under Federal Rule of Civil Procedure

60(b)(6). Nothing in this subparagraph waives or limits any defenses of the Responding Signatory to such a motion.

d. Either Signatory may, in writing, waive or acquiesce in non-compliance with an identified provision of this Agreement by the other Signatory, provided, however, that any such waiver or acquiescence with respect to one provision of this Agreement does not constitute a waiver or acquiescence with respect to any other provision of this Agreement.

10. The Signatories acknowledge and agree that certain actions required by DOE under this Agreement can be performed only pursuant to an existing or new permit granted by NMED under the HWA. The Signatories acknowledge that NMED is not a party to this Agreement, and that NMED is not obligated by this Agreement to grant or modify a permit or any other legal authorization to DOE to perform any of the actions required of DOE under this Agreement. DOE is required under this Agreement to request from NMED any permits, modifications, or other legal authorizations within the scope of NMED's authority under the HWA as necessary for DOE to perform the actions required of it under this Agreement; however, in the event that NMED fails to grant, or fails to timely act on, a request by DOE for a permit, modification, or other legal authorization that is required for DOE to perform an action required of it under this Agreement, NukeWatch cannot claim that DOE is in non-compliance with this Agreement where DOE's failure to perform an action required under this Agreement is because of NMED's failure to grant, or failure to timely act on, a request by DOE for a permit, modification, or other legal authorization from NMED, and, moreover, the dispute resolution provisions of Paragraph 9 of this Agreement do not apply in such circumstances.

11. In the event that performance of any action required under this Agreement is interrupted or delayed by circumstances beyond the reasonable control of the Signatory

responsible for that action—including, but not limited to, acts of nature (such as fire, flood, earthquake, storm, or other natural disaster), acts of war, terrorism, riot, or civil unrest, or pandemic or public health emergency—any deadlines of this Agreement affected by such circumstances shall be extended one day for each day of the interruption or delay.

12. The Signatories acknowledge and agree that the obligations imposed upon DOE under this Agreement can only be undertaken using appropriated funds legally available for such purpose, and that DOE's actions under this Agreement must be consistent with applicable law. No provision of this Agreement requires, nor shall be interpreted or construed as requiring, that DOE take any action that is inconsistent with or in contravention of: (a) the Antideficiency Act, 31 U.S.C. § 1341, or any other applicable fiscal or procurement law or regulation; (b) the Administrative Procedure Act, 5 U.S.C. §§ 551–559, 701–706; (c) the Atomic Energy Act of 1954 (as amended), 42 U.S.C. §§ 2011, *et seq.*; or (d) any other substantive or procedural law or regulation.

13. Except as expressly provided herein, nothing in this Agreement shall be construed to limit or modify the discretion accorded to DOE by any laws, including, but not limited to, the Atomic Energy Act of 1954 (as amended), 42 U.S.C. §§ 2011, *et seq.*, the Administrative Procedure Act, 5 U.S.C. §§ 551–559, 701–706, RCRA, or any other statutes, regulations, or principles of administrative law.

14. Nothing in this Agreement shall be construed to limit or modify the discretion accorded to NMED by any laws, including, but not limited to, RCRA and HWA, or any other statutes, regulations, or principles of administrative law.

15. Nothing in this Agreement shall be construed as an amendment, rescission, termination, or abrogation of the 2016 Consent Order.

16. The effective date of this Agreement is the date the Court issues an order administratively closing the case and holding the case in abeyance pursuant to the motion required under Paragraph 7 of this Agreement; however, the obligation of the Signatories to file the motion under Paragraph 7 of this Agreement shall be effective upon execution of this Agreement by all of the undersigned representatives of the Signatories.

17. This Agreement shall terminate upon any of the following events:

a. Mutual written agreement of the Signatories;

b. An order of the Court terminating the abeyance and resuming the litigation of the claims in this Action pursuant to Subparagraph 9(c) of this Agreement, in which case any remaining obligations under Paragraphs 1 through 4 of this Agreement shall be void; or

c. Completion of all actions required under Paragraphs 1 through 5 of this Agreement, in which case:

(1) NukeWatch shall file with the Court pursuant to Federal Rule of Civil Procedure 41 a motion to dismiss, or joint stipulation of dismissal of, this Action with prejudice to refile, with such filing occurring no later than 30 days after the completion of all actions required under Paragraphs 1 through 5 of this Agreement; and

(2) NukeWatch forever waives any and all claims it has or may have: (i) under RCRA, HWA, and any other statute or regulation against DOE and all DOE contractors for alleged violations of the 2005 Consent Order; and (ii) against any person or entity that the 2016 Consent Order is invalid; and NukeWatch further covenants that, upon completion of all actions required under Paragraphs 1 through 5 of this Agreement, it will not in the future file any lawsuit or legal claim against: (i) DOE or any DOE contractor in any forum alleging that DOE or

any DOE contractor violated the 2005 Consent Order; and (ii) any person or entity alleging that the 2016 Consent Order is invalid.

18. Any notice required or made with respect to this Agreement shall be in writing and effective upon receipt. Any notice or other documents required pursuant to this Agreement shall be sent to the following contact persons:

For NukeWatch:

Maslyn Locke, Esq.
New Mexico Environmental Law Center
1405 Luisa Street, Suite 5
Santa Fe, NM 87505-4074
mlocke@nmelc.org

John Stroud, Esq.
Stroud Law Firm
8 Hidalgo Court
Santa Fe, NM 87508-8898
jestroud@comcast.net

Jay Coghlan
Executive Director
Nuclear Watch New Mexico
903 West Alameda Street #325
Santa Fe, New Mexico 87501
jay@nukewatch.org

For DOE:

Section Chief
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 7611
Washington, DC 20044
Angeline.Purdy@usdoj.gov

Michael Mikolanis
U.S. Department of Energy
Office of Environmental Management
Los Alamos Field Office
1200 Trinity Drive, Suite 400

Los Alamos, NM 87544
michael.mikolanis@em.doe.gov

John H. Evans, Esq.
U.S. Department of Energy
Office of Environmental Management
Los Alamos Field Office
1200 Trinity Drive, Suite 400
Los Alamos, NM 87544
John.H.Evans@em.doe.gov

The Signatories may alter contact persons or designate additional contact persons under this paragraph by written notice to the other Signatory.

19. The Signatories acknowledge and agree that the terms of this Agreement and the settlement provided for herein are intended to compromise disputed claims and to avoid litigation, and do not constitute and shall not be construed as an admission of any wrongdoing, misconduct, or liability on the part of DOE or any contractor acting at DOE's direction.

20. Any action required by DOE under Paragraphs 1 through 4 of this Agreement may, at DOE's sole discretion, be performed by a contractor acting at DOE's direction.

21. Except as explicitly provided by this Agreement, the Signatories agree that DOE is not obligated to pay for, reimburse, or indemnify any person or entity for any costs, fees, or expenses that have been, or may be, incurred for any actions related to this Agreement.

22. This Agreement constitutes the entire agreement among the Signatories as to all claims raised by NukeWatch in this Action, and supersedes all prior agreements, representations, warranties, statements, promises, covenants, and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

23. This is an integrated agreement and may not be altered or modified except by a writing signed by all parties in interest at the time of the modification.

24. Except as explicitly set forth in this Agreement, the Signatories expressly reserve, and do not waive or limit, any legal right, remedy, claim, defense, or argument related to this Action.

25. This Agreement shall be governed and construed under the laws of the United States.

26. The Signatories expressly understand and agree that this Agreement was jointly drafted by the Signatories, and that any and all rules of construction that ambiguity is to be construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement.

27. Each of the undersigned representatives of the Signatories certifies that such individual is authorized by the Signatory to enter into this Agreement and to bind such Signatory to comply with the terms and conditions of this Agreement.

28. Each Signatory to this Agreement acknowledges that the Signatory has had the benefit and advice of competent legal counsel with respect to the decision to enter into this Agreement and the settlement provided for herein, and that each Signatory has read this Agreement, understands its terms, and intends to be legally bound by it.

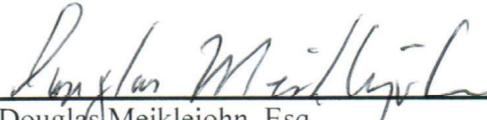
29. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument, and photographic, facsimile, or digital copies of such signed counterparts may be used in lieu of the original. The execution of one counterpart by any Signatory shall have the same force and effect as if that Signatory had signed all other counterparts.

30. This Agreement shall be binding on all successors, assigns, employees, and officers of the Signatories.

31. Nothing in this Agreement shall be construed as making any person or entity not executing this Agreement a third-party beneficiary to this Agreement.

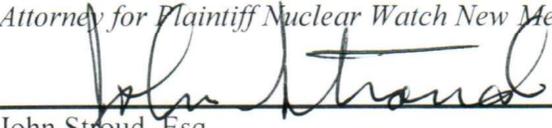
**FEDERAL RULE OF EVIDENCE 408 PRIVILEGED SETTLEMENT
COMMUNICATION**

FOR NUCLEAR WATCH NEW MEXICO



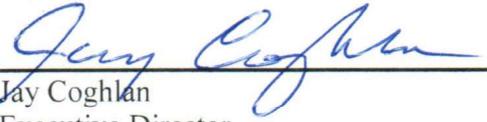
Douglas Meiklejohn, Esq.
New Mexico Environmental Law Center
1405 Luisa St., Suite 5
Santa Fe, NM 87505-4074
Attorney for Plaintiff Nuclear Watch New Mexico

11/26/21
Date



John Stroud, Esq.
Stroud Law Firm
8 Azul Way
Santa Fe, NM 87508-8799
Attorney for Plaintiff Nuclear Watch New Mexico

11-26-2021
Date



Jay Coghlan
Executive Director
Nuclear Watch New Mexico

11-24-2021
Date

FOR UNITED STATES DEPARTMENT OF ENERGY

HEATHER GANGE Digitally signed by HEATHER GANGE
Date: 2022.02.24 16:06:59 -05'00'

Heather E. Gange, Esq.
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 7611
Washington, DC 20044
*Attorney for Defendant United States Department of
Energy*

Date

Attachment A

<i>Southern External Boundary Campaign</i>			
SWMU/AOC	Unit #	Unit Type	Aggregate Area
AOC	15-001	Surface disposal site	Lower Water/Indio Canyons
AOC	15-004(h)	Firing site H	Lower Water/Indio Canyons
SWMU	15-009(g)	Septic system	Lower Water/Indio Canyons
AOC	15-014(d)	Drainage	Lower Water/Indio Canyons
SWMU	15-014(l)	Outfalls from former Building 15-202 (renumbered from 15-012(e))	Lower Water/Indio Canyons
AOC	C-15-011	Former underground tank	Lower Water/Indio Canyons
SWMU	33-001(a)	Disposal pit (MDA E)	Chaquehui Canyon
SWMU	33-001(b)	Disposal pit (MDA E)	Chaquehui Canyon
SWMU	33-001(c)	Disposal pit (MDA E)	Chaquehui Canyon
SWMU	33-001(d)	Disposal pit (MDA E)	Chaquehui Canyon
SWMU	33-001(e)	Soil contamination from underground chamber and shaft (MDA E)	Chaquehui Canyon
SWMU	33-002(a)	Septic system (MDA K)	Chaquehui Canyon
SWMU	33-002(b)	Sump (MDA K)	Chaquehui Canyon
SWMU	33-002(c)	Sump (MDA K)	Chaquehui Canyon
SWMU	33-002(d)	Drainline and outfall from former Building 33-86 (MDA K)	Chaquehui Canyon
SWMU	33-002(e)	Drainline and outfall from former Building 33-86 (MDA K)	Chaquehui Canyon
SWMU	33-003(a)	Soil contamination from former underground chamber and shaft (MDA D)	South Ancho Canyon
SWMU	33-003(b)	Soil contamination from former underground chamber and shaft (MDA D)	South Ancho Canyon
SWMU	33-004(a)	Septic system	Chaquehui Canyon
SWMU	33-004(b)	Septic system	Chaquehui Canyon
SWMU	33-004(c)	Septic system	South Ancho Canyon

SWMU	33-004(d)	Septic system	Chaquehui Canyon
SWMU	33-004(g)	Drainline and outfall associated with Building 33-16	Chaquehui Canyon
SWMU	33-004(h)	Drainline and outfall associated with Building 33-20	Chaquehui Canyon
SWMU	33-004(i)	Drainline and outfall associated with Building 33-39	Chaquehui Canyon
SWMU	33-004(j)	Outfall from Building 33-26	Chaquehui Canyon
SWMU	33-004(k)	Drainline and outfall associated with Structure 33-87	South Ancho Canyon
SWMU	33-004(m)	Septic tank and leach field	Chaquehui Canyon
SWMU	33-005(a)	Soil contamination from former septic system	Chaquehui Canyon
SWMU	33-005(b)	Soil contamination from former drainline	Chaquehui Canyon
SWMU	33-005(c)	Soil contamination from former waste line and leach field	Chaquehui Canyon
SWMU	33-006(a)	Firing site	Chaquehui Canyon
SWMU	33-006(b)	Firing site	South Ancho Canyon
SWMU	33-007(a)	Firing site	South Ancho Canyon
SWMU	33-007(b)	Firing sites	Chaquehui Canyon
SWMU	33-007(c)	Firing sites	Chaquehui Canyon
SWMU	33-008(a)	Landfill	Chaquehui Canyon
SWMU	33-008(b)	Landfill	South Ancho Canyon
SWMU	33-008(c)	Landfill	Chaquehui Canyon
SWMU	33-009	Surface disposal site	Chaquehui Canyon
SWMU	33-010(a)	Surface disposal site	South Ancho Canyon
SWMU	33-010(b)	Surface disposal site	South Ancho Canyon
SWMU	33-010(c)	Surface disposal site	Chaquehui Canyon
SWMU	33-010(d)	Surface disposal site	South Ancho Canyon
SWMU	33-010(f)	Surface disposal site (MDA K)	Chaquehui Canyon
SWMU	33-010(g)	Surface disposal site	Chaquehui Canyon

SWMU	33-010(h)	Surface disposal site	Chaquehui Canyon
SWMU	33-011(a)	Soil contamination from former storage area	Chaquehui Canyon
AOC	33-011(b)	Storage area	Chaquehui Canyon
SWMU	33-011(c)	Storage area	Chaquehui Canyon
SWMU	33-011(d)	Storage area	Chaquehui Canyon
SWMU	33-011(e)	Storage area	Chaquehui Canyon
SWMU	33-012(a)	Drum storage area	Chaquehui Canyon
SWMU	33-014	Burn site	Chaquehui Canyon
SWMU	33-015	Incinerator	Chaquehui Canyon
SWMU	33-016	Sump	Chaquehui Canyon
SWMU	33-017	Operations release	Chaquehui Canyon
AOC	C-33-001	Former transformer	Chaquehui Canyon
AOC	C-33-002	Former transformer	South Ancho Canyon
AOC	C-33-003	Soil contamination	Chaquehui Canyon

<i>Supplemental Investigation Reports Campaign</i>			
SWMU/AOC	Unit #	Unit Type	Aggregate Area
SWMU	14-010	Soil contamination from former sump and drain lines	Cañon de Valle
AOC	03-004(c)	Storage area	Upper Mortandad Canyon
AOC	03-004(d)	Storage area	Upper Mortandad Canyon
AOC	03-007	Firing site	Upper Mortandad Canyon
SWMU	03-045(h)	Outfall from cooling tower 3-187	Upper Mortandad Canyon
SWMU	03-049(e)	Outfall	Upper Mortandad Canyon
SWMU	03-054(e)	Outfall from Building 3-29	Upper Mortandad Canyon

AOC	C-03-006	Spill/non-intentional release area	Upper Mortandad Canyon
AOC	35-016(g)	Drain and outfall from Building 35-213	Middle Mortandad/Ten Site Canyons
AOC	35-016(h)	Storm drains and outfall associated with Building 35-213	Middle Mortandad/Ten Site Canyons
SWMU	42-001(b)	Soil contamination from former ash storage tank	Upper Mortandad Canyon
SWMU	42-001(c)	Soil contamination from former ash storage tank	Upper Mortandad Canyon
AOC	42-002(a)	Soil contamination from former vacublaster and storage area	Upper Mortandad Canyon
SWMU	42-002(b)	Soil contamination from former decontamination area	Upper Mortandad Canyon
SWMU	42-003	Soil contamination from former septic system	Upper Mortandad Canyon
AOC	48-001	Air exhaust system	Upper Mortandad Canyon
SWMU	48-003	Soil contamination associated with former septic system	Upper Mortandad Canyon
SWMU	48-007(b)	Outfall from Building 48-1	Upper Mortandad Canyon
SWMU	48-007(c)	Outfall from Building 48-1	Upper Mortandad Canyon
SWMU	48-007(f)	Outfall from Building 48-46	Upper Mortandad Canyon
AOC	48-011	Disposal shaft	Upper Mortandad Canyon
SWMU	50-004(a)	Soil contamination from former waste lines	Upper Mortandad Canyon
SWMU	50-004(b)	Soil contamination from former vault and tanks	Upper Mortandad Canyon
SWMU	50-004(c)	Soil contamination from former waste lines and manholes	Upper Mortandad Canyon
SWMU	50-006(a)	Operational release	Upper Mortandad Canyon
SWMU	04-003(a)	Outfall associated with former photo-processing Building 4-07	Upper Cañada del Buey
AOC	04-004	Soil contamination from former photo-processing Building 4-07	Upper Cañada del Buey
SWMU	46-003(b)	Septic system	Upper Cañada del Buey
SWMU	46-003(c)	Septic system	Upper Cañada del Buey
SWMU	46-003(d)	Septic system	Upper Cañada del Buey
SWMU	46-003(e)	Septic system	Upper Cañada del Buey
SWMU	46-003(f)	Septic system	Upper Cañada del Buey

SWMU	46-003(g)	Septic system	Upper Cañada del Buey
SWMU	46-004(a)	Waste line	Upper Cañada del Buey
SWMU	46-004(a2)	Outfall associated with Building 46-31	Upper Cañada del Buey
SWMU	46-004(b)	Soil contamination associated with former tank	Upper Cañada del Buey
SWMU	46-004(c2)	Outfall from Building 46-1	Upper Cañada del Buey
SWMU	46-004(d)	Dry well	Upper Cañada del Buey
SWMU	46-004(d2)	Soil contamination from stack emissions	Upper Cañada del Buey
SWMU	46-004(e)	Dry well	Upper Cañada del Buey
AOC	46-004(e2)	Outfall from Building 46-42	Upper Cañada del Buey
SWMU	46-004(f)	Drain associated with Building 46-24	Upper Cañada del Buey
AOC	46-004(f2)	Outfall from Building 46-31	Upper Cañada del Buey
SWMU	46-004(g)	Drains and exhaust system	Upper Cañada del Buey
SWMU	46-004(r)	Outfall from Building 46-24	Upper Cañada del Buey
SWMU	46-004(s)	Outfall associated with Building 46-1	Upper Cañada del Buey
SWMU	46-004(v)	Outfall from Building 46-87	Upper Cañada del Buey
SWMU	46-004(w)	Outfall from Building 46-59	Upper Cañada del Buey
SWMU	46-004(x)	Outfall from Building 46-31	Upper Cañada del Buey
SWMU	46-004(y)	Outfall from Building 46-31	Upper Cañada del Buey
SWMU	46-004(z)	Outfall from Building 46-31	Upper Cañada del Buey
SWMU	46-005	Surface impoundment	Upper Cañada del Buey
SWMU	46-006(a)	Operational release	Upper Cañada del Buey
SWMU	46-006(c)	Operational release	Upper Cañada del Buey
SWMU	46-007	Operational release	Upper Cañada del Buey
SWMU	46-008(a)	Storage area	Upper Cañada del Buey
SWMU	46-008(d)	Storage area	Upper Cañada del Buey

SWMU	46-008(e)	Storage area	Upper Cañada del Buey
SWMU	46-008(f)	Storage area	Upper Cañada del Buey
SWMU	46-009(a)	Landfill	Upper Cañada del Buey
SWMU	46-009(b)	Surface disposal site	Upper Cañada del Buey
SWMU	46-010(d)	Storage area	Upper Cañada del Buey
AOC	C-46-002	Soil contamination from stack emissions - non-intentional release	Upper Cañada del Buey
AOC	C-46-003	Soil contamination from stack emissions - non-intentional release	Upper Cañada del Buey
SWMU	20-001(a)	Landfill	Lower Sandia Canyon
SWMU	20-001(b)	Landfill	Lower Sandia Canyon
SWMU	20-001(c)	Firing site	Lower Sandia Canyon
SWMU	20-002(a)	Firing site	Lower Sandia Canyon
SWMU	20-002(b)	Landfill	Lower Sandia Canyon
SWMU	20-002(c)	Firing site	Lower Sandia Canyon
SWMU	20-002(d)	Firing site	Lower Sandia Canyon
AOC	20-003(b)	Firing site	Lower Sandia Canyon
AOC	20-003(c)	Firing site	Lower Sandia Canyon
AOC	20-004	Former septic system	Lower Sandia Canyon
SWMU	53-001(a)	Storage area	Lower Sandia Canyon
AOC	53-009	Above-ground tanks	Lower Sandia Canyon
AOC	53-010	Container storage	Lower Sandia Canyon
SWMU	49-001(e)	Shafts at Area 3 (MDA AB)	North Ancho Canyon
SWMU	49-001(g)	Soil contamination (MDA AB)	North Ancho Canyon
SWMU	49-003	Leach field (Area 11 rad/chem and small shot area)	North Ancho Canyon
AOC	49-008(c)	Soil contamination (Area 11)	North Ancho Canyon
AOC	49-008(d)	Firing sites (Bottle House area) soil contamination and underground chamber	North Ancho Canyon

SWMU	49-005(a)	Landfill (east of Area 10)	North Ancho Canyon
AOC	15-005(b)	Container storage area	Potrillo/Fence Canyons
SWMU	15-007(a)	MDA N	Potrillo/Fence Canyons
SWMU	15-010(a)	Septic system	Potrillo/Fence Canyons
AOC	C-15-004	Former transformer station	Potrillo/Fence Canyons
AOC	C-15-005	Soil contamination associated with former laboratory and building	Potrillo/Fence Canyons
AOC	C-15-006	Soil contamination associated with former Building 15-7	Potrillo/Fence Canyons
SWMU	36-006	Surface disposal site	Potrillo/Fence Canyons

<i>Pajarito Watershed Campaign</i>			
SWMU/AOC	Unit #	Unit Type	Aggregate Area
AOC	03-001(e)	Storage area	Twomile Canyon
SWMU	03-001(k)	Storage area	Twomile Canyon
SWMU	03-003(a)	Storage area	Twomile Canyon
SWMU	03-003(b)	Storage area	Twomile Canyon
AOC	03-003(k)	Storage area	Twomile Canyon
AOC	03-003(p)	Storage area	Twomile Canyon
SWMU	03-010(a)	Former vacuum repair shop outfall	Twomile Canyon
AOC	03-014(a2)	Drain associated with former WWTP	Twomile Canyon
SWMU	03-014(t)	Lift station associated with former WWTP	Twomile Canyon
AOC	03-022	Former sump	Twomile Canyon
AOC	03-025(c)	Oil/water separator	Twomile Canyon
SWMU	03-033	Former tanks and sumps	Twomile Canyon
AOC	03-038(f)	Drainline	Twomile Canyon

AOC	03-042	Soil contamination from former sump	Twomile Canyon
SWMU	03-043(c)	Soil contamination from former manhole	Twomile Canyon
SWMU	03-050(a)	Soil contamination from TA-3 exhaust emissions	Twomile Canyon
SWMU	03-050(d)	Soil contamination from TA-3 exhaust emissions	Twomile Canyon
SWMU	03-050(f)	Soil contamination from TA-3 exhaust emissions	Twomile Canyon
SWMU	03-050(g)	Soil contamination from TA-3 exhaust emissions	Twomile Canyon
AOC	03-051(a)	Soil contamination from leaking compressor	Twomile Canyon
AOC	03-051(b)	Soil contamination from leaking compressor	Twomile Canyon
SWMU	03-052(a)	Storm drain	Twomile Canyon
SWMU	03-052(e)	Storm drain	Twomile Canyon
SWMU	03-054(a)	Outfall associated with cooling tower 3-19	Twomile Canyon
SWMU	03-054(b)	Outfall from Building 3-38	Twomile Canyon
SWMU	03-054(d)	Outfall from Building 3-16	Twomile Canyon
SWMU	03-055(a)	Outfall from Building 3-16	Twomile Canyon
SWMU	06-001(a)	Septic system	Twomile Canyon
SWMU	06-001(b)	Septic system	Twomile Canyon
SWMU	06-002	Septic system	Twomile Canyon
SWMU	06-003(a)	Firing site	Twomile Canyon
SWMU	06-003(d)	Firing site	Twomile Canyon
SWMU	06-003(e)	Firing site	Twomile Canyon
SWMU	06-003(f)	Firing site	Twomile Canyon
SWMU	06-003(h)	Firing site	Twomile Canyon
SWMU	06-005	Firing site	Twomile Canyon
SWMU	06-006	Storage area	Twomile Canyon
SWMU	06-007(a)	MDA F	Twomile Canyon

SWMU	06-007(b)	Landfill	Twomile Canyon
SWMU	06-007(c)	Landfill	Twomile Canyon
SWMU	06-007(d)	Landfill	Twomile Canyon
SWMU	06-007(e)	Landfill	Twomile Canyon
SWMU	06-007(f)	Surface disposal	Twomile Canyon
SWMU	06-007(g)	Soil contamination from former Building 6-12	Twomile Canyon
AOC	06-008	Soil contamination from former underground storage tank	Twomile Canyon
AOC	C-06-001	Soil contamination from former storage Magazine 6-4	Twomile Canyon
AOC	C-06-005	Soil contamination from former Building 06-13	Twomile Canyon
AOC	C-06-019	Soil contamination from former Building 06-38	Twomile Canyon
SWMU	07-001(a)	Firing site	Twomile Canyon
SWMU	07-001(b)	Firing site	Twomile Canyon
SWMU	07-001(c)	Firing site	Twomile Canyon
SWMU	07-001(d)	Firing site	Twomile Canyon
AOC	08-001(a)	Off-gas system	Starmer/Upper Pajarito Canyon
AOC	08-001(b)	Off-gas system	Starmer/Upper Pajarito Canyon
SWMU	08-002	Firing site	Starmer/Upper Pajarito Canyon
SWMU	08-003(a)	Former septic tank	Starmer/Upper Pajarito Canyon
SWMU	08-004(a)	Floor drain	Starmer/Upper Pajarito Canyon
SWMU	08-004(b)	Drainline	Starmer/Upper Pajarito Canyon
SWMU	08-004(c)	Floor drain and sumps	Starmer/Upper Pajarito Canyon
SWMU	08-004(d)	Drain	Starmer/Upper Pajarito Canyon
SWMU	08-005	Former storage vessel	Starmer/Upper Pajarito Canyon
SWMU	08-006(a)	MDA Q	Starmer/Upper Pajarito Canyon
SWMU	08-009(a)	Drainline and outfall	Starmer/Upper Pajarito Canyon

AOC	08-009(c)	Storm drain and outfall from Building 8-23	Starmer/Upper Pajarito Canyon
SWMU	08-009(d)	Drains	Starmer/Upper Pajarito Canyon
SWMU	08-009(e)	Outfall from Building 8-21	Starmer/Upper Pajarito Canyon
AOC	08-009(f)	Outfall associated with Building 8-22	Starmer/Upper Pajarito Canyon
AOC	C-08-014	Laboratory and administrative Building 8-21	Starmer/Upper Pajarito Canyon
SWMU	09-001(a)	Soil contamination from firing site and former firing site structure 9-04	Starmer/Upper Pajarito Canyon
SWMU	09-001(b)	Firing site	Starmer/Upper Pajarito Canyon
SWMU	09-001(c)	Firing site	Starmer/Upper Pajarito Canyon
SWMU	09-001(d)	Firing site	Starmer/Upper Pajarito Canyon
SWMU	09-002	Burn pit	Starmer/Upper Pajarito Canyon
SWMU	09-003(a)	Soil contamination associated with former settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-003(b)	Soil contamination associated with former settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-003(d)	Soil contamination associated with former settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-003(e)	Soil contamination associated with former basket pit	Starmer/Upper Pajarito Canyon
SWMU	09-003(g)	Soil contamination associated with former sump and pipes	Starmer/Upper Pajarito Canyon
SWMU	09-003(h)	Soil contamination associated with former sump and pipes	Starmer/Upper Pajarito Canyon
SWMU	09-003(i)	Soil contamination associated with former sump and pipes	Starmer/Upper Pajarito Canyon
SWMU	09-004(a)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(b)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(c)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(d)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(e)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(f)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(g)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(h)	Settling tank	Starmer/Upper Pajarito Canyon

SWMU	09-004(i)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(j)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(k)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(l)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(m)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(n)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-004(o)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-005(a)	Soil contamination from former septic tank	Starmer/Upper Pajarito Canyon
SWMU	09-005(d)	Septic tank	Starmer/Upper Pajarito Canyon
SWMU	09-005(g)	Settling tank	Starmer/Upper Pajarito Canyon
SWMU	09-006	Soil contamination associated with former septic tank	Starmer/Upper Pajarito Canyon
SWMU	09-008(b)	Oxidation pond	Starmer/Upper Pajarito Canyon
SWMU	09-009	Surface impoundment	Starmer/Upper Pajarito Canyon
AOC	09-010(a)	Storage area	Starmer/Upper Pajarito Canyon
AOC	09-010(b)	Storage area	Starmer/Upper Pajarito Canyon
AOC	09-011(b)	Storage area	Starmer/Upper Pajarito Canyon
AOC	09-011(c)	Storage area	Starmer/Upper Pajarito Canyon
AOC	09-012	Disposal pit	Starmer/Upper Pajarito Canyon
SWMU	09-013	MDA M	Starmer/Upper Pajarito Canyon
AOC	09-014	Soil contamination associated with former camera mount	Starmer/Upper Pajarito Canyon
SWMU	C-09-001	Soil contamination associated with outfall	Starmer/Upper Pajarito Canyon
AOC	15-008(g)	Surface disposal site	Threemile Canyon
SWMU	15-009(b)	Septic system	Threemile Canyon
SWMU	15-010(b)	Septic system	Threemile Canyon
SWMU	22-010(a)	Septic system	Twomile Canyon

SWMU	22-010(b)	Septic system	Starmer/Upper Pajarito Canyon
SWMU	22-011	Disposal pit	Starmer/Upper Pajarito Canyon
SWMU	22-012	Decontamination pad	Starmer/Upper Pajarito Canyon
SWMU	22-014(a)	Sump system	Twomile Canyon
SWMU	22-014(b)	Sump system	Twomile Canyon
SWMU	22-015(a)	Drainlines and dry wells	Twomile Canyon
SWMU	22-015(b)	Sump and outfall	Twomile Canyon
SWMU	22-015(c)	Outfall from Building 22-52	Starmer/Upper Pajarito Canyon
SWMU	22-015(d)	Drainline and outfall associated with Building 22-1	Starmer/Upper Pajarito Canyon
SWMU	22-015(e)	Sump	Starmer/Upper Pajarito Canyon
SWMU	22-016	Septic system	Starmer/Upper Pajarito Canyon
SWMU	40-001(b)	Septic system	Twomile Canyon
SWMU	40-001(c)	Septic system	Starmer/Upper Pajarito Canyon
SWMU	40-003(a)	Scrap burn site/open detonation	Starmer/Upper Pajarito Canyon
AOC	40-003(b)	Burning area	Starmer/Upper Pajarito Canyon
SWMU	40-004	Operational release	Starmer/Upper Pajarito Canyon
SWMU	40-005	Sump	Twomile Canyon
AOC	40-007(a)	Storage area	Starmer/Upper Pajarito Canyon
AOC	40-007(b)	Storage area	Starmer/Upper Pajarito Canyon
AOC	40-007(c)	Storage area	Starmer/Upper Pajarito Canyon
AOC	40-007(d)	Storage area	Starmer/Upper Pajarito Canyon
AOC	40-007(e)	Storage area	Twomile Canyon
SWMU	40-009	Landfill	Starmer/Upper Pajarito Canyon
SWMU	40-010	Surface disposal site	Starmer/Upper Pajarito Canyon
AOC	C-50-001	Former transformer	Twomile Canyon

AOC	59-004	Outfall from Building 59-1	Twomile Canyon
SWMU	69-001	Two-Mile incinerator facility	Twomile Canyon