

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 7  
11201 RENNER BOULEVARD  
LENEXA, KANSAS 66219

IN THE MATTER OF: )  
 ) Docket No. RCRA 07-2012 -0017  
ONE Gas, Inc. d/b/a Kansas Gas Service )  
Calista Compressor Station )  
Kingman, Kansas )  
EPA I.D. No. KSD981720923 )  
 )  
 )  
 )  
 )  
Proceeding under Sections 3008(h) )  
of the Resource Conservation )  
and Recovery Act, as amended, )  
42 U.S.C. § 6928(h). )

**ADMINISTRATIVE ORDER ON CONSENT**

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ATTACHMENTS

- A FACILITY MAP
- B MAP OF SOLID WASTE MANAGEMENT UNITS AND AREAS OF CONCERN
- C SCOPE OF WORK
- D MAP OF FREE PRODUCT EXTENT (JUNE 2014)
- E RCRA FACILITY INVESTIGATION (RFI) WORKSHEET

## I. INTRODUCTION AND PURPOSE

1. This Administrative Order on Consent (“Order”) is entered into by the United States Environmental Protection Agency (“EPA”) and ONE Gas, Inc., d/b/a Kansas Gas Service (“ONE Gas”), following notice to ONE Gas of liability under the Resource Conservation and Recovery Act (“RCRA”) and negotiation of the rights and responsibilities of the Parties to this Order. For purposes of this Order “ONE Gas, Inc.” or “ONE Gas” means the company which now owns the Calista Facility. Prior owners of the Calista Facility include ONEOK, Inc., Kansas Power and Light Company (KPL) and Westar Energy, Inc. This Order provides for the performance of the following tasks, in accordance with this Order and the attached Scope of Work (“Attachment C”). In entering into this Order, the mutual objectives of EPA and ONE Gas are to investigate, monitor and implement any current Interim Measures and/or Corrective Measures and implement any Interim Measures and/or Corrective Measures developed pursuant to this Order, to prevent or remediate any potential endangerment to human health and the environment from the Facility, by performing the following actions:

- a. The prior owner of the Facility has updated the “Summary of Site Activities and Historical Data Analysis,” October 2002, by preparing a 2012 summary of Site Activities and Historical Data Analysis (“2012 Update”);
- b. ONE Gas will identify and conduct Interim Measures (“IMs”) to the extent necessary to mitigate and/or remediate any migration or release of hazardous waste and/or hazardous constituents from the Facility (as defined below in Paragraph 7, Definitions) to prevent any immediate or potential threat to human health or the environment.
- c. ONE Gas will complete a RCRA Facility Investigation (“RFI”) as described in Attachments C and E to this Order and the RCRA Facility Investigation work plans (“RFI Work Plans”) developed in accordance with Attachments C and E to support the development of a Corrective Measures Study (“CMS”), if needed as determined by EPA;
- d. If deemed necessary by EPA, conduct vapor intrusion sampling and analysis in accordance with Attachment C to assess indoor air quality, as may be indicated by the RFI;
- e. Perform a CMS, if deemed necessary by EPA, to provide sufficient information to support the selection of an appropriate remedy;
- f. Perform Corrective Measures Implementation (“CMI”) to implement the remedy selected by EPA.

- g. Conduct any other activities deemed necessary by EPA in accordance with the Section XI (Additional Work).

2. ONE Gas's participation in this Order shall not constitute or be construed as an admission of liability. ONE Gas neither admits nor denies the factual allegations and legal conclusions set forth in this Order.

## II. JURISDICTION

3. This Order is issued pursuant to the authority vested in the Administrator of the EPA by Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6928(h). The authority vested in the Administrator under Section 3008(h) of RCRA has been delegated to the Regional Administrator of EPA, Region 7, by EPA Delegations Nos. 8-31 and 8-32, dated May 11, 1994; and has been further delegated to the Director of the Air and Waste Management Division of EPA ("Director"), Region 7, by Delegation Nos. R7-8-031 and R7-8-032, dated January 1, 1995, and July 1, 2005, (and revised September 16, 2007).

4. The parties agree that EPA will retain lead responsibility and oversight of all corrective action activities for the Calista facility under this Order until the Order is terminated, except any corrective action activities relating to SWMU #5. KDHE will retain sole responsibility for post-closure activities at SWMU #5, as defined below, pursuant to the October, 2003 Post-Closure Care Operating Plan issued by KDHE, as amended from time to time, and described in paragraph 56 below. For the deep aquifer investigation, if EPA and KDHE determine that sampling results indicate the source of contamination originates from SWMU #5, KDHE will address the deeper aquifer under the Post-Closure Care Operating Plan and any other authorities available to them.

5. This Order is issued to ONE Gas, the owner/operator of the Calista Compressor Station located seven (7) miles west and one (1) mile south of Kingman, Kansas, (the "Facility"). The mailing address for the Facility is 990 SW 70<sup>th</sup> Ave., Kingman, Kansas 67068.

6. ONE Gas consents to and agrees not to contest EPA's jurisdiction to issue this Order or to enforce its terms. Further, ONE Gas will not contest EPA's jurisdiction to: compel compliance with this Order in any subsequent enforcement proceedings, either administrative or judicial; require ONE Gas's full or interim compliance with the terms of this Order; or impose sanctions for violations of this Order.

## III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Order which are defined in RCRA or in regulations promulgated under RCRA shall have the definitions given to them in RCRA or in such regulations.

“Acceptable,” on its own or in the phrase “In a manner acceptable to EPA...” shall mean that submittals or completed work meet the terms and conditions of this Order, attachments, scopes of work, approved work plans and/or EPA’s written comments and guidance documents.

“Additional Work” shall mean any activity or requirement that is not expressly covered by this Order or its Attachments but is determined by EPA to be necessary to fulfill the purposes and objectives of this Order.

“Administrative Record” shall mean the record compiled and maintained by EPA which may include records generated by the Kansas Department of Health and Environment (“KDHE”) supporting this Order.

“Annually” shall mean one (1) time per calendar year such that at least eleven (11) months and no more than thirteen (13) months have elapsed since the last annual event.

“Area of Concern” or “AOC” shall mean any area of the Facility designated as an AOC by EPA that is under the control or ownership of the owner or operator where a release to the environment of hazardous waste(s) or hazardous constituents has occurred, is suspected to have occurred, or may occur, regardless of the frequency or duration of the release.

“AWMD” shall mean the Air and Waste Management Division of Region 7 of the EPA, or subsequently renamed division of EPA Region 7 that includes the personnel that conduct oversight of RCRA.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

“Comply” or “compliance” may be used interchangeably and shall mean completion of work required by this Order of a quality approvable by EPA and in the manner and time specified in this Order or any modification thereof, its attachments or any modification thereof, or written EPA directives. ONE Gas must meet both the quality and timeliness components of a particular requirement to be considered in compliance with the terms and conditions of this Order.

“Contractor” shall include any subcontractor, consultant or laboratory retained to conduct or monitor any portion of the work performed pursuant to this Order.

“Corrective Measures” shall mean those measures or actions necessary to control, prevent, or mitigate the release or potential release of hazardous waste or hazardous constituents into the environment.

“Corrective Measures Implementation” or “CMI” shall mean those activities necessary to initiate, complete, monitor, and maintain the remedies EPA has selected or may select to protect human health and/or the environment from the release or potential release of hazardous wastes,

or hazardous constituents, into the environment from the Facility. The CMI requirements are described in Task VI of Attachment C (Scope of Work).

“Corrective Measures Study” or “CMS” shall mean the investigation and evaluation of potential remedies which will protect human health and/or the environment from the release or potential release of hazardous wastes, or hazardous constituents, into the environment from the Facility. The CMS requirements are described in Task V of Attachment C (Scope of Work).

“Daily” shall mean once (1) each calendar day, unless expressly stated to be a working day.

“Day” shall mean a calendar day unless otherwise specified. “Working day” or “business day” shall mean a day other than a Saturday, Sunday, or a state or federal holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or a state or federal holiday, the period shall run until the close of business of the next working day.

“Data Quality Objectives (DQOs)” shall mean performance and acceptance criteria that clarify study objectives, define the appropriate type of data, and specify tolerable levels of potential decision errors that will be used as the basis for establishing the quality and quantity of data needed to support decisions. The DQOs shall be prepared consistent with EPA Guidance documents; “Guidance on Systematic Planning Using the Data Quality Objectives Process” EPA QA/G-4, EPA/240/B-06/001, February 2006; “Guidance for Developing Quality Systems for Environmental Programs” EPA QA/G-1, EPA/240/R-008, November 2002; and any subsequent revisions or editions.

“Director” shall mean the Division Director of AWMD, his or her designee, or an authorized representative.

“Effective Date” shall be the date on which EPA signs this Order as provided in Section XXX (Effective Date).

“Engineering Controls” means any mechanism used to contain or stabilize contamination that ensures the effectiveness of a remedial action and acts as a physical barrier between the contamination and contact with humans or the environment.

“EPA” or “U.S. EPA” shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

“Facility” shall mean the Calista Compressor Station encompassing approximately forty (40) acres, located seven (7) miles west and one (1) mile south of Kingman, Kansas in Kingman County, Kansas, and all contiguous property at this location under the control of the ONE Gas. The Facility is located in the 37° 37' 53"N Latitude and 98° 13' 30"W Longitude. A map depicting the location of the Facility is set forth in Attachment A (Facility Map).

“Hazardous Constituent” means any constituent identified in Appendix VIII of 40 C.F.R. Part 261 or any constituent identified in Appendix IX to 40 C.F.R. Part 264.

“Hazardous Waste” shall mean any solid waste as defined at 42 U.S.C. §6903 (27) and 40 C.F.R. § 261.2 which also meets any of the criteria of a hazardous waste as listed in 42 U.S.C. §6903 (5) and 40 C.F.R. § 261.3. This term also includes hazardous constituents as defined above.

“Institutional Controls” shall mean administrative and/or legal mechanisms that prevent or help limit exposure of humans to or from contamination and/or protect the integrity of the remedy.

“Interim Measures” or “IM” shall mean those actions taken to immediately control, abate, or eliminate threats or potential threats to human health or the environment from releases or potential releases of hazardous waste or hazardous constituents, which can be initiated before implementation of the final corrective measures for a facility.

“KDHE” shall mean the Kansas Department of Health and Environment and any successor departments or agencies of the State.

“KDHE’s Tier 2 Risk-Based Standards” shall mean the chemical-specific, risk-based cleanup values which represent the concentrations at which the contaminants may pose an unacceptable risk to human health and the environment. These levels are established by KDHE.

“Kansas Action Levels” shall mean the risk-based cleanup values which were the predecessors to KDHE’s Tier 2 Risk Based Standards.

“Monthly” means twelve (12) times per year (once per calendar month) such that at least fifteen (15) days and no more than forty-five (45) days have elapsed since the last monthly event.

“ONE Gas” or “ONE Gas” means ONE Gas, Inc. d/b/a Kansas Gas Service, an Oklahoma Corporation doing business in the State of Kansas, and its agents, successors, receivers, trustees and assigns.

“PDF format” means the Adobe Portable Document Format developed by Adobe Systems Incorporated.

“Quarterly” means four (4) times per calendar year such that at least two (2) months and no more than four (4) months have elapsed since the last quarterly event.

“RCRA Corrective Action Plan” means the document of the same name, dated May 1994, and given the Office of Solid Waste and Emergency Response (“OSWER”) Directive Number 9902.3-2A and EPA Document Number 520-R-94-004 and any subsequent revisions or editions.

“RCRA Facility Investigation” or “RFI” shall mean the investigation and characterization of the source(s) of contamination and the nature, extent, direction, rate, movement, and concentration

of the source(s) of contamination and releases of hazardous waste, including hazardous constituents that have been or are likely to be released into the environment from the Facility. The activities required for the RFI are detailed in Task II of Attachment C (Scope of Work).

“RCRA Facility Investigation Guidance” means the document of the same name, dated May 1989, and given the OSWER Directive Number 9502.00-6D and the EPA Document Number 530/SW-89-031.

“RCRA Facility Investigation Worksheet” or “RFI Worksheet” shall mean the document prepared by ONE Gas to satisfy the requirements of the RCRA Facility Investigation Work Plan. The scope of work for the deeper aquifer, and seep sampling will be developed in Phase II of the RFI. This document is presented as Attachment E.

“Regional Administrator” means the Regional Administrator of EPA, Region 7, or his or her designee.

“Release” shall mean any spilling, leaking, pouring, emitting, emptying, discharging, injecting, pumping, escaping, leaching, dumping, or disposing of hazardous wastes (including hazardous constituents) into the environment, including the abandonment or discarding of barrels, containers, and other closed receptacles containing hazardous wastes and/or hazardous constituents.

“Scope of Work” or “SOW” shall mean the outline of work ONE Gas must use to develop all work plans and reports required by this Order as set forth in this Order and Attachments C and E. All SOW Attachments and EPA-approved modifications or amendments thereto, are incorporated into this Order and are an enforceable part of this Order.

“Semi-Annually” means two (2) times per calendar year such that at least five (5) months and no more than seven (7) months have elapsed since the last semi-annual event.

“Solid Waste Management Unit” or “SWMU” means any discernible unit at which solid wastes have been placed at any time, irrespective of whether the unit was intended for the management of solid or hazardous waste. Such units include any area at a facility at which solid wastes have been routinely and systematically released, and for purposes of this agreement those units in Paragraph 22 of this Order.

“SWMU #5” (Former RCRA Surface Impoundment) is the area of a former unlined, approximately 20 feet wide, 100 feet long, and 5 feet deep lagoon that was used from 1930 until December 1987. During its use, the surface impoundment received boiler blowdown, wastewater from hot well overflows, natural gas condensate, and lubricating oils from engine seals and packing case glands. Several additives (closed cooling system corrosion treatment additive, open cooling system scale treatment additive, boiler water treatment additive, open cooling system dispersant for oil contamination, and corrosion inhibitor for closed-jacket cooling system) may have entered the surface impoundment via hot well overflows, compressor building sumps, and



boiler blowdown. A portion of wastewater going into the lagoon was discovered to have a closed-cup flash point below 140° Fahrenheit, the threshold for an ignitable hazardous waste (D001). Therefore, the on-site surface impoundment is a regulated unit under KDHE's sole authority. For the purposes of this Order, the KDHE-regulated unit will consist of the lateral area of the former impoundment as well as the associated impacted groundwater plume that lies under and extends beyond the area of the former impoundment to a maximum depth of 35 feet below ground surface, which is the approximate depth where the semi-confining layer is located.

“Stabilization” means actions to control or abate threats to human health and/or the environment from releases at RCRA facilities, and/or to prevent or minimize the further spread of contamination while long-term remedies are pursued.

“Submittal” shall include any work plan, report, progress report, or any other written document ONE Gas is required by this Order to send to EPA.

“Violations” of this Order shall mean those actions or omissions, failures or refusals to act by ONE Gas that result in a failure to meet the terms and conditions of this Order or its Attachments.

“Weekly” shall mean fifty-two (52) times per calendar year such that no fewer than five (5) days and no more than ten (10) days have elapsed since the last weekly event.

“Work” or “Obligation” shall mean any activity ONE Gas must perform to comply with the requirements of this Order and its attachments.

“Work Plan” shall mean the detailed plans prepared by ONE Gas to satisfy the requirements of the corresponding Scope of Work. The requirements for each work plan are presented in Section VIII (Work to Be Performed) and/or Attachments C (Scope of Work) and E (RFI Worksheet).

#### **IV. PARTIES BOUND**

8. This Order shall apply to and be binding upon EPA, ONE Gas and its successors, assigns, heirs, trustees, receivers, as well as subsequent purchasers of the Facility.

9. Unless approved by EPA, no change in ownership or corporate or partnership status of ONE Gas, especially as it relates to the Facility, will in any way alter ONE Gas's responsibility under this Order; and any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, shall not affect ONE Gas's obligations under this Order. In addition, unless excused by EPA, ONE Gas shall be responsible for and liable for completing all activities or for failure to carry out all activities required pursuant to this Order, regardless of whether there has been a transfer of ownership or control of the Facility or whether said activities are to be performed by employees, agents, contractors or consultants of ONE Gas.



10. ONE Gas shall provide a copy of this Order within seven (7) days of the Effective date of this Order, or the date that such services are retained, to all contractors, and consultants that are retained to conduct or monitor a substantial portion of the Work performed pursuant to this Order. ONE Gas shall condition all such contracts or agreements with contractors and/or consultants in connection with this Order, on compliance with the terms of this Order. ONE Gas shall ensure that its contractors and consultants comply with this Order.

11. ONE Gas shall provide a copy of this Order to any subsequent owners or successors before a controlling interest in ownership rights, stock, assets or the Facility is transferred. At least forty-five (45) calendar days prior to the anticipated date of transfer, ONE Gas shall provide a copy of this Order to the new owner. If the transferred property interest involves subdividing the property to more than one owner, a map and legal description shall be provided to the Director of the Air and Waste Management Division at the address identified in Paragraph 135 that identifies the properties to be occupied by each new owner.

12. Not later than thirty (30) days prior to any voluntary transfer by ONE Gas of any interest in or operation of the Facility which may affect the ability of ONE Gas to perform the activities required by this Order, ONE Gas shall notify EPA's Project Manager of the proposed transfer. ONE Gas shall also provide EPA's Project Manager a description of the property and/or operations being transferred. In the case of a voluntary transfer through a bankruptcy, ONE Gas shall notify EPA's Project Manager within seventy-two (72) hours of the decision to transfer property. ONE Gas shall notify EPA's Project Manager of any involuntary transfers immediately upon ONE Gas's initial receipt of notice of any involuntary transfer. No later than thirty (30) days after any transfer, ONE Gas shall submit copies of the transfer documents to EPA's Project Manager.

13. ONE Gas agrees to undertake all actions required by the terms and conditions of this Order, including any portions of this Order incorporated by reference. ONE Gas waives any rights to request a hearing on this matter pursuant to Section 3008(b) of RCRA and 40 C.F.R. Part 24, and consents to the issuance of this Order without a hearing pursuant to Section 3008(b) of RCRA as a Consent Order issued pursuant to Section 3008(h) of RCRA.

## **V. EPA'S FINDINGS OF FACT**

14. ONE Gas is a "person" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. 6903(15). ONE Gas is the owner and/or operator of a hazardous waste management facility located outside of Kingman, Kansas, approximately seven (7) miles west of Kingman, Kansas and approximately one-half (1/2) mile south of US Highway 54, on the east side of SW 70th Street. U.S. Geological Survey topographic map coordinates for the facility are 37°37'53" N latitude and 98°13'30" W longitude. The Facility is located in the Southwest one-quarter of the Southwest one-quarter of Section 6, Township 28 South, Range 8 West. The mailing address for the facility is 990 SW 70th Ave., Kingman, Kansas 67068.

15. The Facility is generally bounded by the South Fork Ninnescah River to the north and by agricultural land farmland and wetlands in all other directions. The Facility is comprised of forty (40) acres of which ten (10) acres are fenced with locking gates and contain almost all of site structures.

16. The Calista Compressor Station was constructed in 1929. The station is one of a series of natural gas compressor stations designed to maintain adequate pressure on a natural gas transmission line. Horizontal Compressor Units 1, 2, 3 and 4 were installed in 1929. Units 4, 5, 6, and 7 were installed in 1957. All seven (7) units were housed in the Horizontal Compressor Building. The units were 1000 horsepower Cooper-Bessemer Type 22 compressors. In 1987, three (3) modern compressor units replaced the seven (7) older compressors.

17. Water from the South Fork of the Ninnescah River was used for cooling the compressors until 1950. A supply well was drilled in 1950 to supply water for cooling the compressors until 1990.

18. A prior owner of the Facility owned and/or operated the Facility as a hazardous waste management facility on or after November 19, 1980, the applicable date which renders facilities subject to interim status requirements or the requirement to have a permit under Sections 3004 and 3005 of RCRA.

19. Pursuant to Section 3010 of RCRA, a prior owner of the Facility notified EPA of its hazardous waste activity. In its notification dated January 6, 1988, the prior owner of the Facility identified itself as a generator of D001 (ignitable) hazardous waste.

20. Two (2) types of solvent waste were generated at the Facility. Barsol 140 was used as a cleaning solvent in stationary and portable parts washers. Waste Barsol 140 contained benzene which is a listed hazardous waste (D018). Paint thinner containing mineral spirits was the other solvent used at the Facility.

21. A prior owner of the Facility engaged in treatment, storage, or disposal of hazardous waste at the Facility and is subject to interim status requirements found at 40 C.F.R. Part 265 and Kansas Administrative Regulations 28-31-8. The prior owner of the Facility operated surface impoundments that received hazardous wastes.

22. In June 1999, a RCRA Facility Assessment ("RFA") was performed by KDHE to investigate releases of hazardous wastes and constituents from both SWMUs and AOCs. The RFA included a visual site inspection and a summary of the actual status of the Facility based on all available information on previous releases. The RFA identified twenty (20) SWMUs and eleven (11) AOCs that may be potential sources of soil and groundwater contamination.

In the matter of:  
 ONE Gas, Inc. d/b/a Kansas Gas Service  
 Administrative Order on Consent  
 Docket No. RCRA 07-2012 -0017

<b>SWMU/AOC*</b>	<b>Description</b>	<b>Wastes Managed</b>
SWMU 1	Condensate Drip-Gas Storage Tank	Drip-gas Condensate
SWMU 1a	Condensate Drip-Gas Storage Tank	Drip-gas Condensate
SWMU 2	Main-Line Filter Separator Unit	Oil Filters
SWMU 3	Main-Line Filter Separator Unit	Oil Filters
SWMU 4	Spivey-Line Filter Separator Unit	Oil Filters
SWMU 5	Former RCRA Surface Impoundment	All wastes generated prior to 1987 except domestic and sanitary wastes.
SWMU 6	Compressor No.1 Filter Unit	Oil Filters
SWMU 7	Compressor No. 2 Filter Unit	Oil Filters
SWMU 8	Compressor No. 3 Filter Unit	Oil Filters
SWMU 9	Graymills Portable Parts Washer	Barsol 140 Solvent
SWMU 10	Graymills Stationary Parts Washer	Barsol 140 Solvent
SWMU 11	Waste Solvent Storage Area	Waste Oil, filters, solvent, paint thinner, floor dry
SWMU 12	Spare Parts Storage Area	Spare parts
SWMU 13	After-Cooler Condensate Storage Tank	Air compressor condensate waste
SWMU 14	Septic Tank	Sanitary wastes
SWMU 15	Paint/Paint Thinner Storage Area	Paint Wastes
SWMU 16	Former Sewage Lagoon	Sanitary wastes
SWMU 17	Concrete Disposal Area	Concrete Solid Waste
SWMU 18	Storage Area	Miscellaneous materials and parts
SWMU 19	Used Oil Underground Storage Tank	Waste oil
SWMU 20	Waste Oil Aboveground Storage Tank	Waste oil
AOC 1	Fire Training Pit	Natural gas, fire extinguisher chemicals
AOC 2	Aboveground Storage Tank	Sweet Oil and oil for reuse
AOC 3	Product Storage Tank Area No. 1	Lubrication oil and Propylene glycol
AOC 4	Product Storage Tank Area No. 2	Unleaded fuel, diesel fuel, and Barsol 140
AOC 5	Storage Building	Not Applicable
AOC 6	Hot Well	Not Applicable
AOC 7	Solvent Drum Storage Rack	Solvents, oils, alcohol/methanol mix
AOC 8	Old Cooling Tower Site	Not Applicable

<b>SWMU/AOC*</b>	<b>Description</b>	<b>Wastes Managed</b>
AOC 9	Product Underground Storage Tank	Gasoline
AOC 10	Product Underground Storage Tank	Lubrication Oil
AOC 11	Former Meter House	Mercury
*A map of the SWMU and AOC locations is contained in Attachment B		

23. SWMU #1, the Condensate Drip-Gas Storage Tank, a 4200-gallon drip gas storage tank, was put into service in 1996 and is used to collect drip-gas condensate from the gas lines and the air compressors. This tank replaced a previous steel tank (SWMU #1a). Prior to the installation of the steel tank in 1987, the drip-gas condensate was hard-piped to the surface impoundment. A berm of two to two and one-half feet high is present for secondary containment. The berm is constructed with red rock clay and surfaced with limestone gravel. The secondary containment and concrete pad used for the fiberglass tank was previously used for the steel tank (SWMU #1a).

24. SWMUs #2, #3, and #4, the three (3) Filter Separator Units, have been in operation since 1987. SWMU #2 and #3 are comprised of two filter units that are encased in steel cylinders which are approximately two (2) feet in diameter and twenty (20) feet long. Each filter unit has seventeen (17) filters. SWMU #4 is a filter unit that is encased in a steel cylinder and is approximately two (2) feet in diameter and ten (10) feet long. This filter unit contains eleven (11) filters. Spent filters are taken to the waste solvent storage area (SWMU #11) where they are drained into a recovery drum. The spent filters are then disposed of as nonhazardous waste at the Pratt County Landfill under a KDHE Special Waste Disposal Authorization.

25. SWMU #5 was in operation from approximately 1930 until December 1987. SWMU #5 is a lagoon that was later classified as a surface impoundment because it contained hazardous waste. It was approximately twenty (20) feet wide, north and south, 100 feet long, east and west, and five (5) feet deep. During its operation, there was one inlet pipe into the lagoon for process wastewater and no outlet pipes. There was one (1) overflow pipe out of the lagoon but it never discharged through the overflow pipe according to station personnel. The lagoon did not have a synthetic liner. Prior to the installation of the modern compressors in 1987, the deposition of all waste (except domestic and sanitary waste) was to the on-site surface impoundment. It received boiler blowdown, wastewater from hot well overflows, natural gas condensate, and lubricating oils from engine seals and packing case glands. Several additives (closed cooling system corrosion treatment additive, open cooling system scale treatment additive, boiler water treatment additive, open cooling system dispersant for oil contamination, and corrosion inhibitor for closed-jacket cooling system) may have entered the surface impoundment via hot well overflows, compressor building sumps, and boiler blowdown. A portion of wastewater going into the lagoon was discovered to have a closed-cup flash point below 140° Fahrenheit, the threshold for an ignitable hazardous waste (D001). The on-site surface impoundment is therefore, a regulated unit, as defined by 40 C.F.R. § 264.90(a)(2), and subject to the regulations at 40 C.F.R. Part 265.

26. On October 20, 1988, a Consent Order was signed between KDHE and the prior owner of the Facility which, in part, required the Facility to cease operations of the SWMU #5, and begin closure in accordance with 40 C.F.R. Part 265. KDHE approved the closure plan for the surface impoundment on March 31, 1989. During closure of the surface impoundment, it was discovered that the lagoon contained three (3) phases including bottom sediment and sludge, middle water, and a hydrocarbon surface layer. Sampling indicated that the hydrocarbon layer is an ignitable hazardous waste and contained phenolic compounds, trichloroethylene, barium, chromium, and lead. The surface impoundment was excavated and contaminated sludge and sediments were disposed of in a permitted offsite landfill. The hydrocarbon layer was removed and recycled and the water was removed and disposed in a sanitary sewer. Surface impoundment closure activities were completed in 1989 and the unit was certified closed in 1990, though not RCRA clean-closed in accordance with 40 C.F.R. §§ 265.111 through 265.115. Since groundwater contamination originating from SWMU #5 remained, a post-closure care plan was required to address the contamination, and KDHE retains authority to address this unit in accordance with the post-closure care plan.

27. SWMUs #6, #7, and #8, the Compressor Filter Units, were put in service in 1987. The filter units are encased in steel cylinders and are approximately one and one-half feet (1 ½) in diameter and three (3) feet tall. SWMU #6 contains thirty-two (32) filters and is housed in Compressor Building No. 1. SWMUs #7 and #8 contain thirty-six (36) filters each and are housed in Compressor Building No. 2. Spent filters are taken to the waste solvent storage area (SWMU #11). Once drained of oil, they are taken to the Pratt County Landfill under a KDHE Special Waste Disposal Authorization.

28. SWMU #9, the Graymills Portable Parts Washer, was put in service in 1987 and has a capacity of twenty (20) gallons. SWMU #9 was housed inside the Compressor Building No. 2. The washer is a metal cabinet covered by a hinged metal lid. Wastes managed at the parts washer include Barsol 140 cleaning solvent. The waste solvent was placed by ONE Gas's predecessor into a settling drum in the waste solvent storage area (SWMU #11). After solids had settled, the solvent was decanted and reused for cleaning. Currently, the facility places the solvents into a collection drum and the solvent is subsequently handled in accordance with all applicable state and federal laws. The unit's hinged metal lid provided primary containment while the concrete floor in Compressor Building No. 2 acted as secondary containment.

29. SWMU #10, the Graymills Clean-O-Matic Stationary Parts Washer, was put into service in 1991 and has a capacity of twenty (20) gallons. It is housed in the Auxiliary Building. The washer is a metal cabinet with a hinged metal lid. An electric pump draws cleaning fluid from a reservoir through a metal hose used to clean parts. Waste Solution is placed into a collection drum for proper handling by a licensed waste handler under all applicable state and federal laws. The fluid drains back into the reservoir and is recirculated. Wastes managed at SWMU #10 include Barsol 140. Waste solvent was placed into a settling drum in the waste solvent storage area (SWMU #11). After the solids settled, the solvent was decanted and reused



for cleaning. The unit had a hinged metal lid for primary containment while the concrete floor in the Auxiliary Building acts as secondary containment.

30. SWMU # 11, the Waste Solvent Storage Area, was put into service in 1987 and is located approximately fifty (50) feet to the west of the Auxiliary Building. Drums are stored on a steel grate containment area which are on a ten (10) feet by ten (10) feet concrete pad. A 200-gallon waste solvent storage tank (used since 1993) sitting in a six (6) inch steel saddle is also on the concrete pad. Wastes managed at SWMU # 11 include oil and oil filters from the separator and compressor units, used paint thinner, used floor dry material, and Barsol 140 parts cleaning solvent. Secondary containment at SWMU # 11 consists of a 100-square feet concrete pad surrounded by two-inch concrete lip.

31. SWMU # 12, the Spare Parts Storage Area, was put into service in 1992. The area is approximately 100 feet by 200 feet and is located in the northwest corner of the fenced area. Items stored in the area include oil filters, tanks from other facilities, steel cylinders, auxiliary generator, PVC piping, and a brush hog. No secondary containment or other release controls are present in the storage area.

32. SWMU #13, the After-Cooler Condensate Storage Tank, was installed in 1987. Prior to its installation, all condensate collected from the air compressor in the Auxiliary Building was hard-piped to the former surface impoundment (SWMU #5). In 1997, the After-Cooler Condensate Storage Tank was removed. The former tank was approximately three (3) feet in diameter by ten (10) feet long. No secondary containment or other release controls were in place for the storage tank. Soil staining was observed ten (10) feet north of the unit in 1992.

33. SWMU #14, the Septic Tank, was put into service in 1987. The 2000-gallon underground tank is approximately 150 feet west of the Auxiliary Building. Prior to 1987 domestic waste was sent to the former sewage lagoon (SWMU #16) north of the septic tank. The septic tank accepts waste from domestic facilities located in the Office and Auxiliary Buildings.

34. SWMU #15, the Paint and Paint Thinner Storage Area, was put into service in 1982. The storage area is housed in the basement of the Auxiliary Building. Wastes managed in this area are paints and paint thinners used in the operation of the facility. The concrete floor and floor drains in the Auxiliary Building act as secondary containment for this area. Liquids released in this area would go into the floor drain or be absorbed by the concrete floor. The floor drain is piped to the aboveground waste oil storage tank (AOC #5).

35. SWMU #16, the Former Sewage Lagoon, was in use from 1930 until 1987. The lagoon was drained and is not currently used. It is approximately 200 feet north-northwest outside the northwest corner of the fence. The lagoon is forty (40) feet long by 100 feet wide by six (6) feet deep from the top of the berm. Total chromium (114 (milligrams per liter (mg/L)) was detected in a sediment sample taken in 1988. In 1997, samples collected from within the lagoon at a depth of six (6) inches showed contamination of heavy ended petroleum hydrocarbons (327milligrams per kilogram (mg/kg) and 723mg/kg).

36. SWMU #17, the Concrete Disposal Area, was put into service in 1990. The area is located outside the fenced area, approximately 400 feet north-northwest of the northwest corner of the fence. The area originated from the demolition of the old Compressor building. Large sections of the concrete foundation were moved to this location in 1990. The material is used on site as rip-rap. No secondary containment or other release controls are present in the disposal area.

37. SWMU #18, the Storage Area, was put into service in 1930. The area was located outside the fence, approximately 100 feet from the main gate. The area stored mainly miscellaneous materials and solid waste but there was no secondary containment or other release control present.

38. SWMU #19, the Waste Oil Underground Storage Tank (UST), was installed in 1987 when discharges to the surface impoundment (SWMU #5) were halted. The tank was a 2,000-gallon steel UST located east of the Compressor Building No. 2. This UST was removed in 1993 and replaced with a 2,000 gallon above ground storage tank (AST). Spent oil was drained from the compressor unit crankcase into nearby floor drains. Wastes such as paint thinners and spent oil from air compressor units were also deposited into the floor drains. The floor drains in the Compressor Buildings and the Auxiliary Building were connected to the UST via steel piping. A concrete containment system surrounded the tank to provide secondary containment.

39. SWMU #20, the Waste Oil Aboveground Storage Tank Area, was put into service in 1993 to replace the former 2,000-gallon waste oil UST (SWMU #19). This AST is located above the site of the previous UST, east of the Compressor Building No. 2. This area consists of three large tanks. The waste oil tank is the southernmost tank and is made of steel and rests in a steel saddle. This tank stores used oil generated from the compressors and oil drained from filters. Other tanks in this area are used to store used sweet oil and used oil for reuse (See AOC #2). Secondary containment and release controls at the AST include a concrete pad and two-foot concrete berm around the entire pad.

40. AOC #1, the Fire Training Pit, was put into service in 1989 and operated until 1994. The area is not currently used. The area was used to train company employees on various methods to extinguish fires. A two-inch pipe was connected to the main line and was extended to the Pit area. Gas from this line was ignited for training purposes. Fires were extinguished with water and with dry chemical fire extinguishers. Wastes generated in the area were from burning and extinguishing natural gas. The pit area was filled in and the two-inch pipe removed in 1994.

41. AOC #2, the Aboveground Storage Tank Area, was put into service in 1993. The area consists of three (3) large storage tanks for oil products. The southernmost tank is SWMU #20. The middle tank is a 2000-gallon steel tank that sits in a steel saddle and stores used oil for reuse. This tank stores oil that is generated during maintenance and repair on the compressor

units. Oil in compressor units is transferred to the holding tank during maintenance and repair activities and returned to the unit when repairs are completed. The northernmost tank, a 200-gallon steel tank also sits in a steel saddle and is typically used for storing used sweet oil. All three (3) tanks are located in a concrete diked area measuring approximately 400 square feet. Substances managed at the AST area are used oil, oil for reuse, and new or "sweet" oil. Secondary containment in this area includes a concrete pad and two-foot concrete berm around the entire pad.

42. AOC #3, the Product Storage Tank Area #1 (PSTA 1), was put into service in 1987. The area consists of two (2) storage tanks. The larger, southern tank is a 6000-gallon steel tank which sits in a steel saddle. This tank stores new lubrication oil. The smaller, northernmost tank is a 3000-gallon tank which also sits in a steel saddle. This tank stores propylene glycol for use in the compressor units. This tank replaced the 2000-gallon steel tank which was removed in 1993. Both tanks sit in a common diked area covered with gravel, measuring approximately 400 square feet. Currently, the tanks are on a concrete pad with a two-foot tall cement berm surrounding the pad.

43. AOC #4, the Product Storage Tank Area #2 (PSTA 2), was put in service in 1987. The area consists of three (3) storage tanks. The northernmost tank is a 500-gallon steel tank that stores unleaded gasoline. The middle tank is a 500-gallon steel tank that stored diesel fuel. The southern tank is a 300-gallon steel tank that stored Barsol 140 solvent. These tanks sit on steel support stands that are seven (7) feet above the ground. The tanks also sit on a concrete pad which is twenty-five (25) feet by six (6) feet. Currently, the pad is surrounded by a 12-inch tall concrete dike. The pad and dike act as secondary containment.

44. AOC #5, the Storage Building, located north of Compressor Building No. 2 was put into service in 1930. The building is used to store various parts and supplies: hydraulic oil, charcoal filters, grease, soaps, and other miscellaneous supplies. No secondary containment or other release controls are present in the storage area.

45. AOC #6, the Hot Well, was used for the compressor units from 1930 until 1987. It consists of an underground concrete structure with approximate dimensions of twelve (12) feet by twelve (12) feet by eight (8) feet. The wall thickness is approximately twelve (12) inches. It was used as a holding tank for cooling water for compressor units. It is currently used as an emergency water reserve for firefighting. No secondary containment or other release controls are present at the hot well.

46. AOC #7, the Solvent Drum Storage Rack, was put into service in 1987. Drums rest on a tubular steel pipe rack which sits two (2) feet above the ground. The rack sits on a concrete pad which is four (4) feet by twenty (20) feet. A six (6) inch dike surrounds the pad. The Solvent Drum Storage Rack has stored drums of alcohol/methanol mix, hydraulic oil, compressor oil, lubrication oil, and Barsol 140 solvent. Secondary containment and release controls at the solvent drum storage rack include a concrete pad and six (6) inch concrete berm around the entire pad.



47. AOC #8, the Old Cooling Tower Site, was in service from 1930 to 1987. The tower, which was demolished in 1987, was used for cooling the compressor units. No secondary containment or other release controls are present at this site. Composite soil samples were taken that showed the presence of chromium which were below the then-applicable action levels.

48. AOC #9 and #10, the Product Underground Storage Tanks, are two (2) tanks used to store gasoline and new lubrication oil. The gasoline UST (AOC #9) was installed in 1966, with a capacity of 500-gallons. The new lubrication oil UST (AOC #10) was installed in 1978, with a capacity of 6,000 gallons. The oil tank was located south of the former compressor building and the gas tank was located in the waste solvent storage area (SWMU #11). The tanks were removed in 1988. KDHE's tank program approved the clean closure of the tanks on December 20, 1988.

49. AOC #11, the Former Meter House, was located within the fenced area. It was connected to the Spivey line and was located southeast of the old cooling tower. The meter house was placed into service in approximately 1929 and removed in 1987 when the original compressors were removed. The meter house most likely used a mercury manometer.

50. In the RFA Report, KDHE recommended no further action at all but six (6) SWMUs and one (1) AOC. KDHE recommended additional soil sampling at SWMUs #11, #12, #13, and #18 and AOC #11. The KDHE also recommended removal of contaminated soil at SWMU #16 and continued groundwater monitoring at SWMU #5, the former surface impoundment. To address these recommendations, the prior owner of the Facility submitted a Sampling and Analysis Plan, and following approval, conducted soil sampling and analysis of the SWMUs and the AOC. The prior owner of the Facility conducted supplemental soil sampling in 2000 to address the recommendations outlined in the RFA Report. KDHE took no further action on most of the SWMUs and AOCs. However, KDHE determined that SWMU #5 remained a concern at the site.

51. The October 1988 KDHE Order also required the establishment of a new groundwater monitoring network. The prior owner of the Facility submitted a groundwater monitoring plan to KDHE which was approved by KDHE in October 1988. As part of the groundwater monitoring plan to investigate the uppermost aquifer, the prior owner drilled four monitoring wells in the vicinity of the surface impoundment in October 1989. After installation, light non-aqueous phase liquid was detected in down gradient wells.

52. To better understand aquifer parameters and the extent of free product and dissolved phase contaminants, the prior owner of the Facility installed thirteen (13) additional groundwater monitoring wells in the vicinity of SWMU #5 in August 1990. This assessment revealed dissolved phase benzene, toluene, ethylbenzene, and xylenes (BTEX) compounds exceeding Kansas Action Levels in monitoring wells downgradient from SWMU #5. Analytical information obtained from these wells indicated the hydrocarbon groundwater plume, originating from SWMU #5, covered approximately five (5) acres.

53. A prior owner of the Facility submitted a Part B RCRA Post-Closure Permit Application and a Post-Closure Care Operating Plan to KDHE in 1991 and 1992, respectively. To date, a RCRA Post-Closure Permit has not been issued.

54. Under a post-closure care plan, the Facility installed a groundwater remediation system. As part of this system, a prior owner of the Facility installed one (1) groundwater recovery well in 1990. Four (4) additional groundwater recovery wells and four (4) additional groundwater monitoring wells were installed in 1993. The prior owner of the Facility submitted quarterly groundwater monitoring reports to KDHE from 1990 to 1995.

55. The Facility's prior owner's groundwater remediation system began limited operation in 1995 and became fully operational in 1996.

56. Based on previous boring logs, the vadose zone near SWMU #5 contains free product. The free product, characterized as a hydrophobic, immiscible, floating layer of hydrocarbons, appeared to be contained to a 100 x 150 feet elliptical area, about fifteen (15) to twenty-seven (27) feet below ground surface. The extent of free product at the site is depicted in Attachment D (Map of Free Product Extent).

57. The groundwater remediation system employs an air stripper, liquid carbon filtration, and an oil water separator.

58. The prior owner of the Facility applied for and received a National Pollution Discharge Elimination System (NPDES) permit and a Kansas Water Pollution Control Permit to discharge extracted groundwater to the South Fork of the Ninnescah River in March 1992.

59. During 1996 and 1997, the prior owner of Facility advanced soil borings in the upper ten (10) feet of soil within the area of free phase and dissolved phase contamination, and oxygen releasing compounds were added to degrade free and dissolved phase product. Oxygen Releasing Compounds (ORC) had limited effect on degrading the hydrocarbon plume.

60. After the ORC treatment, the prior owner of the Facility installed a belt skimmer in a soil vapor extraction test well, recovering ten (10) gallons of free product.

61. In 1999 and 2000, the prior owner of the Facility utilized a high vacuum multi-phase extraction (HVME) procedure to remove additional free product and enhance ORC effectiveness in and around SWMU #5. Five (5) HVME extraction events were conducted during that period, recovering approximately 325 gallons of free product. In 2000, the conditions noted in the June 1999 RFA Report were the subject of follow-up investigations by a prior owner of the Facility, through a Sampling and Analysis Work Plan approved by KDHE. Results of field work, sampling and analysis were submitted to KDHE on December 12, 2000. In 2002 the prior owner of the Facility proposed to KDHE that those SWMU's and AOC 11 be assigned the status of "Corrective Action Complete Without Controls" as provided in the EPA 2003 Final Guidance

on Completion of Corrective Action at RCRA Facilities, 68 Fed. Reg. 2503. The status of “Corrective Action Complete Without Controls” never received final approval from KDHE or EPA, and EPA later determined, based upon review of the RFA report and subsequent sampling results, that additional investigation was necessary. There is a memorandum in the site file, dated September 21, 2015, explaining the EPA’s rationale for requiring additional corrective action activities at the Facility.

62. In 2004, KDHE submitted to the prior owner of the Facility the Comprehensive Maintenance Evaluation (“CME”) Report and determined most SWMUs and AOCs did not require further action, and agreed that SWMU 5 should be the subject of additional investigation. However, the 2004 CME Report did not re-evaluate the SWMUs and AOCs that were discussed in the 1999 RFA Report; rather, the CME Report evaluated the Facility’s groundwater monitoring network.

63. In October 2012, the prior owner of the Facility submitted to EPA the Draft 2012 Update to the 2002 Sampling and Analysis Report, titled “2012 Summary of Site Activities and Historical Data Analysis” (“2012 Update”), summarizing recent data acquisition, and including schematics to show plume delineation, groundwater flow and the reduced area of free product. Based on the 2012 Update, EPA and ONE Gas have agreed that the remaining SWMU’s and AOC’s will be evaluated as described on Attachment E:

64. In 2001, the prior owner of the Facility installed an additional twelve (12) groundwater monitoring wells and began use of a semi-passive free product recovery hydroskimmer to facilitate free product recovery.

65. Depth to groundwater in the area of the monitoring and extraction wells is about twenty-seven (27) feet.

66. In April 2002, a prior owner of the Facility prepared and submitted a Post-Closure Care Operating Plan (PCCOP) to KDHE. The PCCOP proposed a revised groundwater monitoring network and revised sampling parameters. KDHE approved the amended PCCOP on October 3, 2003, following a public comment period. The PCCOP specified that the prior owner of the Facility would continue operating the existing monitoring and remedial system as currently configured.

67. According to the Kansas Water Well Database, there are eleven (11) domestic water wells, one (1) recreational well, one (1) livestock well, one (1) irrigation well, and four (4) oil field water supply wells within a two (2)-mile radius of the Facility. (<http://www.kgs.ku.edu/Magellan/WaterWell/index.html>). To reduce the risk of on-site human exposure, domestic water use from supply wells at the Facility was reduced in 1993, and bottled drinking water supplied to eliminate human exposure by ingestion at the Facility.

68. The Facility is in the High Plains Section of the Great Plains Physiographic Province. The topography is characterized as nearly flat to gently rolling plain that is moderately

dissected. General slope of the land surface in the county is to the southeast; however, overland drainage at the Facility goes towards the South Fork of the Ninescah River, which is one-quarter (1/4) mile north of the facility. The Facility is in the 100-year flood plain.

69. The South Fork Ninescah River meanders east-southeast along the north side of the Facility dissecting the northeast corner of the property and continues its meandering path through agricultural land. The main recharge to the river is from surface runoff.

70. Due to natural influences, overall groundwater movement at the Facility is assumed to be towards the northeast. More specifically, groundwater flows to the north-northeast across the northern part of the property, where monitoring wells exist, primarily due to the influence of the river. Groundwater flow is east-northeastern across SWMU #5. Groundwater extraction by the remediation system or supply wells could potentially alter local groundwater flow direction at the area of uptake.

71. The regional geology consists of unconsolidated alluvial deposits overlying sedimentary rocks of the Permian System. The alluvial deposits consist of the Fullerton Formation, Holdrege Formation, and the South Fork Ninescah River alluvium. The Fullerton Formation is characterized by sandy silt, silty sand, and clay. The Holdrege Formation is overlain by the Fullerton Formation and is characterized as fine to coarse sand, fine to coarse gravel, sandy silt, and clay. The South Fork Ninescah alluvium is comprised of stream-laid deposits and ranges in texture from silt to sand to fine gravel. The regional bedrock consists of Ninescah Shale, Harper Siltstone, and Salt Plain Siltstone of lower Permian Age. The Ninescah Shale is predominantly red silty shale, and the Harper Siltstone is predominantly red argillaceous siltstone. The Salt Plain Siltstone is principally red, flaky, silty shale. The Fullerton and Holdrege Formations directly underlie the site. Drilling logs indicate the Harper Siltstone comprises bedrock for the site.

72. The Holdrege Formation is the primary aquifer at the Facility. Aquifer testing performed at the Facility indicates the presence of two separate aquifers within the Holdrege Formation. KDHE has characterized the upper and lower aquifers as unconfined and semi-confined, respectively. The upper aquifer is overlain by silty to sandy clay soil (one (1) to five (5) feet thick) and consists of fine to coarse sand, fine to coarse gravel, and silty sand. The upper aquifer is separated from the lower aquifer by a layer of clay and/or sandy clay (two (2) to eleven (11) feet thick) and consists of fine to medium sand, gravel, and clay. The Harper Siltstone underlies the Holdrege Formation and acts as the confining layer for the lower aquifer of the Holdrege Formation. The Harper Siltstone ranges from 64 to 80 feet below ground surface.

73. According to the 2010 Annual Groundwater Monitoring Report prepared by the prior owner of the Facility, the water table at the site ranges from approximately twelve (12) feet to thirty-seven (37) feet below ground surface. Direction of groundwater flow is generally to the north-northeast.

74. There are currently twenty-six (26) monitoring wells (MW) and six (6) recovery wells at the Facility. These wells are installed around SWMU #5 and north of the unit towards the South Fork Ninnescah River. The prior owner of the Facility has identified wells MW-1 and MW-9 as being up-gradient of SWMU #5. The remaining wells are considered down-gradient. Samples of groundwater from select wells have been analyzed to determine contamination of groundwater.

75. Historically, the following contaminants have been detected in the Facility's soil and/or groundwater within or under the Facility, at concentrations above levels that could present a hazard to human health and the environment: benzene, ethylbenzene, toluene, xylenes, petroleum hydrocarbons, and chromium. The hazardous wastes or hazardous constituents identified above may pose a threat to human health or the environment. Certain organic chemicals and metals may have detrimental health effects in humans and /or may adversely impact the environment, Information regarding these chemicals may be found at the following web page: <http://www.atsdr.cdc.gov/PHS/Index.asp>:

76. The EPA has set Maximum Contaminant Levels (MCLs) under the Safe Drinking Water Act and EPA Regional Screening Levels (RSLs) for the following contaminants:

<b>Contaminant</b>	<b>MCL (mg/1)</b>	<b>RSL (mg/l)</b>
Arsenic	0.01	
Barium	2	
Benzene	0.005	
Chromium (Total)	0.1	
Chromium (Hexavalent)	none	3.5 x 10 <sup>-5</sup>
Ethylbenzene	0.7	
Lead	0.015	
Naphthalene	none	1.7 x 10 <sup>-4</sup>
Toluene	1	
Xylene	10	

77. The KDHE has set Tier 2 Risk-Based Standards for the following contaminants in groundwater:

<b>Contaminant</b>	<b>KDHE Screening Level (mg/1)</b>
TPH (Diesel Range Organics)	0.72
TPH (Gasoline Range Organics)	0.5

78. The pump and treat remediation system at SWMU #5 is operating and is presently processing water from recovery wells RW-4 and RW-18. The system processes less than approximately ten (10) gallons per minute.

79. Free product, as described in Paragraph 56, still exists in groundwater at the site. As of June 20, 2014, ONE Gas had determined that the free product extent is defined by an approximately 100 by 200 feet area on a NW-SE axis, generally centered on recovery well RW-3D. The thickness of the free product ranged from 0.02 feet in MW-28 to 1.24 feet in MW 27. The extent of free product at the site is depicted in Attachment D (June 2014 Map Free Product Extent).

## **VI. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS**

80. Based on the foregoing findings of fact and after consideration of the Administrative Record, the Director, EPA Region 7, has made the following conclusions of law and determinations:

- a. ONE Gas is a "person" as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).
- b. ONE Gas is the owner or operator of a Facility that has operated, is operating, should be, or should have been operating under interim status subject to Section 3005(e) of RCRA.
- c. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to Sections 1004(5), 3001 of RCRA; 40 C.F.R. Part 261; and, Subpart S, Section 264.501, 55 Fed. Reg. 30874, July 27, 1990.
- d. There is or has been a release of hazardous wastes or hazardous constituents into the environment from the Facility.
- e. ONE Gas and EPA have agreed on the RFI Worksheet in Attachment E.
- f. The actions required by this Order are necessary to protect human health and/or the environment.

## **VII. CONTRACTORS AND PROJECT COORDINATORS**

81. Project Coordinators:

For ONE Gas, the Project Coordinator will be:

Mr. Ron Carver  
Senior Environmental Engineer  
ONE Gas, Inc.  
P.O. Box 21049



15 E. Fifth Street  
Tulsa, Oklahoma 74103  
[ron.carver@onegas.com](mailto:ron.carver@onegas.com).

The EPA Project Coordinator will be:

Ruby Crysler  
AWMD/WRAP  
U.S. EPA Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219  
(913) 551-7409  
[crysler.ruby@epa.gov](mailto:crysler.ruby@epa.gov).

82. EPA and ONE Gas may also designate an Alternate Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Order and for designating a person to act in his/her absence. EPA and ONE Gas have the right to change their respective Project Coordinators.

83. EPA retains the right to approve/disapprove of any future ONE Gas Project Coordinator based upon the person's qualifications and ability to effectively perform this role. The qualifications of the Project Coordinator shall be subject to EPA's review, for verification that such person meets minimum technical background and experience requirements of the EPA. If EPA disapproves of ONE Gas's future Project Coordinator, ONE Gas shall retain a different Project Coordinator and shall notify EPA of that person's name, address, phone number, electronic mail address, and qualifications within thirty (30) days following EPA's disapproval.

84. EPA's Project Coordinator will be EPA's designated representative for the Facility. Unless otherwise provided in this Order, all reports, correspondence, notices, or other submittals relating to or required under this Order shall be in writing and shall be sent to the EPA Project Coordinator at the address specified above, unless notice is given in writing to ONE Gas of a change in address. Reports, correspondence, notices or other submittals shall be delivered by U.S. Postal Service, private courier service or electronic mail. All correspondence shall include a reference to the case caption Docket No. RCRA 07-2012-0017.

85. ONE Gas shall undertake and complete all of the Work to the satisfaction of EPA, pursuant to RCRA § 3008(h), 42 U.S.C. § 6928(h). All of the Work performed under this Order shall be under the direction and supervision of ONE Gas's Project Coordinator and shall be in accordance with the terms of this Order.

86. The absence of the EPA Project Coordinator from the Facility shall not be cause for the stoppage of work under any EPA-approved work plan.

87. Proposed Contractor/Consultant. All work performed by, or on behalf of ONE Gas, pursuant to this Order shall be under the direction and supervision of ONE Gas's project coordinator, a professional engineer, or his designated alternative who shall be a professional engineer, hydrologist, geologist or environmental scientist with sufficient experience in hazardous waste investigation and cleanup. As set forth in Paragraph 81, the current Project Coordinator for ONE Gas is Ron Carver, and EPA has approved this selection. Should ONE Gas seek to change Project Coordinators, ONE Gas shall inform EPA's Project Coordinator in writing of the name, title, and qualifications of the engineer, hydrologist, geologist, or environmental scientist and of any contractors or consultants to be used in carrying out the terms of this Order. ONE Gas shall identify whether any contractor is on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs. EPA reserves the right to disapprove ONE Gas's contractor and/or consultant at any time during the period that this Order is effective. If EPA disapproves a contractor or consultant, then ONE Gas must, within thirty (30) days of receipt from EPA of written notice of disapproval, notify EPA, in writing, of the name, title, and qualifications of any replacement.

#### **VIII. WORK TO BE PERFORMED**

88. ONE Gas's obligation to perform the Work will commence within sixty (60) days following the Effective Date of this Order.

89. Pursuant to Section 3008(h) of RCRA, ONE Gas agrees to and is hereby ordered to perform the acts specified in this Section, in the manner and by the dates specified herein. All work undertaken pursuant to this Order is subject to EPA approval and shall be conducted in compliance with, at a minimum: the attached SOW and RFI Worksheet; the EPA approved IM, RFI, CMS, and CMI Work Plans, referenced in Attachment C and developed under this Order; RCRA and other applicable Federal laws and their implementing regulations; and applicable EPA guidance, policies and procedures, and with this Order. Guidance may include, but is not limited to, documents listed in this Order and Attachments C (Scope of Work) and E (RFI Worksheet), which are incorporated by reference as is fully set forth herein.

90. Current Conditions Report. The prior owner of the Facility has prepared and submitted to EPA a 2012 Update to provide updated known information on Facility conditions and any investigations completed since the report titled Summary of Site Activities and Historical Data Analysis (dated October 2012). The EPA acknowledges that ONE Gas submitted a revised Current Conditions Report to EPA on June 19, 2014. EPA will review and approve, disapprove, or modify this submittal in accordance with Section X (Agency Approvals) of this Order to further evaluate site conditions and support the RCRA Facility Investigation below.

91. RCRA Facility Investigation (RFI). ONE Gas shall conduct an RFI to determine the nature and three dimensional extent of releases of hazardous wastes and/or constituents from regulated units, SWMUs, AOCs and other sources at the Facility and to gather all necessary data to support the Corrective Measures Study. EPA and ONE Gas have agreed that the Work identified on the RFI Worksheet, Attachment E, shall be performed. If required by EPA, ONE



Gas shall submit a Work Plan to characterize the potential for vapor intrusion of volatile organic compounds (VOCs) to indoor air at the Facility and at off-Facility properties for any VOC plumes originating from the Facility.

- a. Within sixty (60) days of the approval date of the CCR, ONE Gas shall submit to EPA a Work Plan for a RFI (RFI Work Plan), prepared in accordance with Paragraph 3.0C, Task II of the SOW and Attachment E (RFI Worksheet). The scope of work for site-wide groundwater, the deeper aquifer and seep sampling will be developed at a later date. EPA will review and approve, disapprove, or modify this submittal in accordance with Section X (Agency Approvals) of this Order.
- b. ONE Gas shall submit a RFI Report to EPA, prepared in accordance with Paragraph 3.0D, Task II of the SOW, for approval in accordance with the schedule included in the EPA-approved RFI Work Plan. EPA will review and approve, disapprove, or modify this submittal in accordance with Section X (Agency Approvals) of this Order.
- c. Within ninety (90) days of written notice from EPA, ONE Gas shall submit to EPA a Vapor Intrusion Characterization Work Plan and a Vapor Intrusion Sampling and Analysis Plan, if needed, prepared in accordance with Paragraph 4.0, Task III of the SOW, to outline how the vapor intrusion pathway will be investigated both onsite at the Facility and offsite. The work plan and subsequent investigation should be conducted in a manner consistent with USEPA's June 2015 vapor intrusion guidance (or updates), the Interstate Technology Regulatory Council's (ITRC) 2007 Vapor Intrusion Pathway: A Practical Guideline, and any other EPA or EPA-accepted guidance documents regarding vapor intrusion. EPA will review and approve, disapprove, or modify this submittal in accordance with Section X (Agency Approvals) of this Order.
- d. Following EPA approval of the RFI Report, if required and within ninety (90) days of written notice from EPA, ONE Gas shall submit a work plan to perform a Baseline Human Health Risk Assessment, in accordance with Paragraph 5.0, Task IV of the SOW, in order to determine and quantify all risks to human health resulting from all contaminated media at the Facility as determined by the approved RFI. If requested by EPA, ONE Gas shall also submit a work plan to perform an Ecological Risk Assessment to determine and quantify all ecological risks resulting from all contaminated media at the Facility as determined by the approved RFI Report. EPA will review and approve, disapprove, or modify this submittal in accordance with Section X (Agency Approvals) of this Order.

92. Corrective Measures Study (CMS). If required by EPA, ONE Gas shall conduct a CMS that shall identify, screen and develop alternatives for removal, containment, treatment and/or other remediation of the contamination to achieve protection of human health and the environment. The scope of the CMS shall be identified in the EPA-approved RFI Work Plan.

- a. Within ninety (90) days of EPA's written notice, ONE Gas shall submit to EPA a CMS Work Plan, prepared in accordance with Paragraph 6.0C, Task V of the SOW. EPA will review and approve, disapprove, or modify this submittal in accordance with Section X (Agency Approvals) of this Order.
- b. ONE Gas shall submit a CMS Report, prepared in accordance with Paragraph 6.0D, Task V of the SOW, to EPA in accordance with the schedule contained in the CMS Work Plan. The CMS Report is subject to review and approval, disapproval, or modification by EPA in accordance with Section X (Agency Approvals) of this Order.

93. Corrective Measures Implementation (CMI). Within ninety (90) days of notification of EPA's selection of the corrective measure(s), ONE Gas shall submit to EPA for its review and approval a CMI Work Plan. The CMI Work Plan is subject to review and approval, disapproval, or modification by EPA in accordance with Section X (Agency Approvals) of this Order. The CMI Work Plan shall be developed in a manner consistent with Paragraph 7.0, Task VI of the SOW. The CMI Work Plan shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures at the Facility. Upon approval by EPA of the CMI Work Plan, ONE Gas shall implement the corrective measures in the CMI Work Plan in accordance with the schedule therein.

- a. Within ninety (90) days after the completion of the construction activities required by the approved CMI Work Plan, ONE Gas shall submit to EPA for its review and approval a Corrective Measures Construction Completion Report (CMCCR). The CMCCR shall be developed in a manner consistent with Paragraph 7.1. of the SOW and shall be consistent with the "RCRA Corrective Action Plan" EPA 520-R-94-004, OSWER Directive 9902.3-2A, May 1994, incorporated herein. The CMCCR is subject to review and approval, disapproval, or modification by EPA in accordance with Section X (Agency Approvals) of this Order.
- b. No later than March 1 of every year, ONE Gas shall submit a CMI Annual Report to the EPA detailing the prior year's performance of the corrective measures above, including Institutional Controls. The CMI Annual Report shall be developed in a manner consistent with Paragraph 7.J of the SOW. The CMCCR is subject to review and approval, disapproval, or modification by EPA in accordance with Section X (Agency Approvals) of this Order.

- c. Within sixty (60) days of the five-year anniversary of EPA's approval of the CMI Annual Report, ONE Gas shall submit a report evaluating the corrective measures effectiveness and performance to the EPA. The CMI Five-Year Review Report shall be developed in a manner consistent with Paragraph 7.L of the SOW and shall be consistent with the "CERCLA Comprehensive Five-Year Review Guidance," OSWER9355.7-03B-P, and any subsequent revisions or additions. The CMI Five-Year Review Report is subject to review and approval, disapproval, or modification by EPA in accordance with Section X (Agency Approvals) of this Order.
- d. Within ninety (90) days of the completion of all remedial activities required by this Order, ONE Gas shall submit to EPA for its review and approval a Corrective Measures Completion Report (CMCR). The CMCR shall be developed in a manner consistent with Paragraph 7M of the SOW and generally conform to the "RCRA Corrective Action Plan" EPA 520-R-94-004, OSWER Directive 9902.3-2A, May 1994. The purpose of the CMCR is to fully document how the corrective measure completion criteria have been satisfied and to justify why the corrective measure and/or monitoring may cease. The CMCR is subject to review and approval, disapproval, or modification by EPA in accordance with Section X (Agency Approvals) of this Order.

94. Interim Measures (IM). In the event EPA or ONE Gas identifies an immediate or potential threat to human health and/or the environment, discovers new releases of hazardous waste and/or hazardous constituents, or discovers new SWMUs or AOCs not previously identified, ONE Gas shall notify the EPA Project Coordinator verbally within forty-eight (48) hours of discovery and in writing within seven (7) days of such discovery, summarizing the immediacy and magnitude of the potential threats(s) to human health and/or the environment. Upon written request of EPA, ONE Gas shall submit to EPA, in accordance with time frames or schedule set by EPA, an IM Work Plan in accordance with Paragraph 8.0, Task VII of the SOW, for review and approval that identifies IM which control, abate or mitigate this threat (or such other threat that EPA may identify) and are consistent with and could be integrated into any long-term remediation activities at the Facility. EPA will review and approve, disapprove, or modify this submittal in accordance with Section X (Agency Approvals) of this Order. A report on ONE Gas's implementation and effectiveness of IM shall be included in and submitted on the same schedule as, the quarterly progress reports required by this Order. If EPA determines that immediate action is required, the EPA Project Coordinator may verbally authorize ONE Gas to act prior to EPA's written approval of the IM Work Plan.

**IX. PUBLIC PARTICIPATION AND COMMENT IN CORRECTIVE MEASURES SELECTION**

95. EPA will provide the public with an opportunity to review and comment on the description of EPA's proposed corrective measure(s), including EPA's justification for proposing such corrective measure(s) in the "Statement of Basis."

96. Following the public comment period, EPA will select the final corrective measure(s), modify the final corrective measure(s), or select new corrective measure(s). EPA may also require ONE Gas to perform additional corrective measures studies and/or revise the CMS Report.

97. EPA will notify ONE Gas of the final corrective measure selected by EPA in the Final Decision and Response to Comments (RTC). The notification will include EPA's reasons for selecting the interim and/or corrective measure(s).

**X. AGENCY APPROVALS**

98. Deliverables required by this Order shall be submitted to EPA for approval or modification pursuant to Paragraph 99. Electronic copies of deliverables must be received via electronic mail on or before the due date specified in this Order, SOW (Attachment C), or by schedules approved by EPA pursuant to this Order. Copies sent via overnight courier or U.S. Mail shall be postmarked for delivery to EPA by the due date specified in this Order, SOW (Attachment C), or by schedules approved by EPA pursuant to this Order.

99. EPA Approvals. After review of any deliverable that is required pursuant to this Order, EPA will:

- a. Approve, in whole or in part, the submission;
- b. Conditionally approve the submission with comments;
- c. Modify the submission to cure deficiencies; or
- d. Disapprove, in whole or in part, the submission, directing that ONE Gas modify the submission; or
- e. Any combination of the above.

100. However, EPA will not modify the submission without first providing ONE Gas at least one (1) notice of deficiency and an opportunity to cure and/or respond within thirty (30) days, or an alternative time frame approved by EPA, except where EPA determines that to do so would cause serious disruption to the Work or where EPA has disapproved previous

submission(s) due to material defects and EPA determines that the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

101. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 99, ONE Gas shall proceed to take any action required by the deliverable, as approved or modified by EPA subject only to ONE Gas's right to invoke the Dispute Resolution procedures set forth in Section XVIII (Dispute Resolution) with respect to the modifications or conditions made by the EPA.

102. If EPA approves the document, EPA will notify ONE Gas in writing and ONE Gas shall implement all activities required in the document in accordance with any schedules in the approved document.

103. If EPA conditionally approves the document with comments, the comments shall be considered incorporated into the document. The conditionally approved document with the comments incorporated shall be an enforceable part of this Order. ONE Gas shall revise the document in accordance with the comments and resubmit within thirty (30) days of ONE Gas's receipt of conditional approval.

104. Resubmission of Deliverable. Upon receipt of a notice of disapproval, in whole or in part, pursuant to Paragraph 99(d), ONE Gas shall, within thirty (30) days or such additional time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. Any stipulated penalties applicable to the submission, as provided in Section XVII (Stipulated Penalties), shall accrue during the thirty (30) day opportunity to cure period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect.

105. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 99(d), ONE Gas shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve ONE Gas of any liability for stipulated penalties for the deficient portion of the deliverable under Section XVII (Stipulated Penalties).

106. In the event that a resubmitted deliverable, or portion thereof, is disapproved by EPA, EPA may again require ONE Gas to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other deliverable. ONE Gas shall implement any action as required in a deliverable which has been modified or developed by EPA, subject only to ONE Gas's right to invoke the procedures set forth in Section XVIII (Dispute Resolution).

107. If EPA disapproves the document with comments, ONE Gas shall revise the document in accordance with EPA's comments within thirty (30) days of receipt of notice of disapproval. EPA will review the resubmitted document in accordance with this Section. If

approved or conditionally approved with comments upon resubmission, ONE Gas shall commence any work required by the document in accordance with the schedules therein.

108. If upon resubmission of a document, EPA determines at its sole discretion that ONE Gas has failed to adequately incorporate EPA's comments, such failure shall be considered by EPA to be a violation of this Order and subject to the provisions of Section XVII (Stipulated Penalties). EPA may unilaterally revise the document in accordance with EPA's comments, and the unilaterally modified document shall be considered the approved document. ONE Gas shall commence any work required by the unilaterally modified document in accordance with the schedules therein.

109. If ONE Gas takes exception to the comments and/or modifications made by EPA as set forth in Paragraph 99, ONE Gas shall follow the procedures outlined in this Order for dispute resolution.

110. If upon resubmission, a deliverable is disapproved or modified by EPA due to a material defect, ONE Gas shall be deemed to have failed to submit such deliverable timely and adequately unless ONE Gas invokes the dispute resolution procedures set forth in Section XVIII (Dispute Resolution) and EPA's action to disapprove or modify a deliverable is overturned pursuant to that Section. The provisions of Section XVIII (Dispute Resolution) and Section XVII (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is upheld, EPA may, at its discretion, seek stipulated penalties for such violation from the date upon which the initial submission was originally required.

111. All deliverables required to be submitted to EPA under this Order, shall, upon approval or modification by EPA, be incorporated into and be enforceable under this Order. In the event EPA approves or modifies a portion of a deliverable required to be submitted to EPA under this Order, the approved or modified portion shall be enforceable under this Order.

## **XI. ADDITIONAL WORK**

112. EPA may determine or ONE Gas may propose that certain tasks are necessary in addition to or in lieu of the tasks included in any EPA-approved work plan when such Additional Work is necessary to meet the objectives set forth in Section I (Introduction). EPA may determine that ONE Gas shall perform any additional work, including, but not limited to, investigatory work or engineering evaluations that are necessary in addition to the tasks and deliverables already required under this Order, and EPA will specify, in writing, the basis for its determination that any Additional Work is necessary. Within thirty (30) days after receipt of such determination, ONE Gas shall have the opportunity to meet or confer with EPA to discuss any Additional Work. ONE Gas shall submit for EPA approval a Work Plan for any additional work. Such work plan shall be submitted no later than sixty (60) days of ONE Gas's receipt of EPA's determination that any Additional Work is necessary, or according to an alternative schedule established by EPA. Upon approval of a Work Plan for any Additional Work, ONE Gas



shall implement the Work Plan for any Additional Work in accordance with the schedule and provisions contained therein. The completion of the additional work, as specified in this Paragraph, shall be documented by ONE Gas in accordance with the approved schedule for the Additional Work. The Work Plan for any Additional Work shall be incorporated by reference into this Order.

113. Modification of the Work Plan. If at any time during the implementation of the Work, ONE Gas identifies a need for a compliance date modification or revision of the Work Plan, ONE Gas shall submit a written request documenting the need for the modification or revision to the EPA Project Coordinator. Such requests must be timely and provide justification for any proposed compliance date modification or Work Plan revision. EPA has no obligation to approve such requests, but EPA, in its discretion, will determine if the modification or revision is warranted and will provide written approval or disapproval. Any approved modified compliance date or Work Plan modification is incorporated by reference into this Order.

114. Emergency Response. In the event of any action or occurrence during the performance of the Work that constitutes an emergency situation or may present an immediate threat to human health and the environment, ONE Gas shall immediately take all appropriate action to minimize such emergency or threat, and shall immediately notify the EPA's Project Coordinator. ONE Gas shall take such immediate and appropriate actions in consultation with EPA's Project Coordinator. ONE Gas shall then submit to EPA written notification of such emergency or threat at the Facility within three (3) calendar days of such discovery. ONE Gas shall thereafter submit to EPA for approval, within twenty (20) days, a plan to mitigate this threat. EPA will approve or modify this plan, and ONE Gas shall implement this plan as approved or modified by EPA. In the case of an extreme emergency, ONE Gas may act as it deems appropriate, at its own risk, to protect human health or the environment.

## **XII. QUALITY ASSURANCE**

115. ONE Gas shall follow EPA guidance for sampling and analysis. Work Plans shall include Quality Assurance Project Plans (QAPPs) and sampling and analysis plans for all sampling, monitoring, and analytical activities, for EPA review and approval. The QAPP shall address quality assurance, quality control, and chain of custody procedures for all sampling, monitoring and analytical activities. ONE Gas shall follow "EPA Requirements for Quality Assurance Project Plans" (QA/R5)" (EPA/240/B-01/003, March 2001), "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/240/R-02/009, December 2002), and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) and subsequent revisions of these documents, as well as other applicable documents identified by EPA. The QAPP(s) shall be incorporated into this Order by reference.

116. Any deviations from the EPA-approved QAPP(s) and sampling and analysis plans must be approved by EPA prior to implementation; must be documented, including reasons for the deviations; and must be reported in the applicable report.

117. All Work Plans required under this Order shall include data quality objectives for all data collection activities to ensure that data of known and appropriate quality are obtained and that data are sufficient to support their intended use(s) as required by this Order.

118. ONE Gas shall ensure that high quality data is obtained by its consultant or contract laboratories. Laboratory methods used shall be in accordance with the latest approved edition of "Test Methods for Evaluating Solid Waste (SW-846)," the most current version of the Waste Management System; Testing and Monitoring Activities; Final Rule: Methods Innovation Rule, or other methods deemed satisfactory to EPA. If methods other than EPA methods are to be used, ONE Gas shall propose all such protocols in the applicable Work Plan. EPA may reject the proposed method(s) and any data that do not meet the requirements of the approved Work Plan and EPA analytical methods. EPA may require resampling and additional analysis.

119. ONE Gas shall ensure that all laboratories it uses for analyses participate in a quality assurance/quality control (QA/QC) program equivalent to the program that EPA follows. The name(s), addresses, and telephone numbers of the analytical laboratories ONE Gas proposes to use must be specified in the applicable Work Plan(s). ONE Gas shall, upon EPA's request, make arrangements for EPA to conduct a performance and QA/QC audit of the laboratories chosen by ONE Gas, whether before, during, or after sample analyses. Upon EPA's request, ONE Gas shall have its laboratories perform analyses of samples provided by EPA to demonstrate laboratory QA/QC and performance. If the audit reveals deficiencies in a laboratory's performance or QA/QC, ONE Gas shall submit a plan to address the deficiencies and EPA may require re-sampling and additional analyses.

120. EPA reserves the right to require a change in laboratories for reasons which may include, but shall not be limited to, QA/QC, performance, conflict of interest, or confidential agency audit information. In the event EPA requires a laboratory change, ONE Gas shall propose two alternative laboratories within thirty (30) calendar days. Once EPA approves of the laboratory change, ONE Gas shall ensure that laboratory service shall be made available within fifteen (15) calendar days.

### **XIII. SAMPLING, DATA, AND DOCUMENT AVAILABILITY**

121. All final results of sampling, testing, modeling or other data generated (including raw data if requested) by ONE Gas, or on ONE Gas's behalf, during implementation of this Order shall be validated by ONE Gas and submitted to EPA within the timelines specified in this Order, the EPA-approved Work Plans, or other time period specified by EPA. EPA will make available to ONE Gas data generated by EPA for the purposes of oversight of the Work.

122. Notwithstanding any other provisions of this Order, the United States retains all of its information gathering and inspection authorities and rights, including the right to bring enforcement actions related thereto, under RCRA, CERCLA, and any other applicable statutes or regulations.



123. ONE Gas shall notify EPA in writing at least thirty (30) days, or some other time period as may be approved by EPA, prior to beginning field work approved under any Work Plan required by this Order. At the request of EPA, ONE Gas shall provide or allow EPA or its authorized representative to take split or duplicate samples of all samples collected by ONE Gas pursuant to this Order. Similarly, at the request of ONE Gas, EPA shall allow ONE Gas or its authorized representative(s) to take split or duplicate samples of all samples collected by EPA under this Order.

124. Confidential Business Information. ONE Gas may assert a claim of business confidentiality covering part or all of the information submitted to EPA pursuant to the terms of this Order under 40 C.F.R. § 2.203 in the manner described at 40 C.F.R. § 2.203(b) and substantiated with the information described at 40 C.F.R. § 2.204(e)(4) or such claim shall be deemed waived. Information EPA determines is confidential will be given the protection specified in 40 C.F.R. Part 2. If no such claim or substantiation accompanies the information when it is submitted to EPA, it may be made available to the public by EPA without further notice to ONE Gas.

125. Privileged Documents. ONE Gas may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If ONE Gas asserts such a privilege, in lieu of providing documents, they shall provide EPA with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject and contents of the document, record, or information; and (6) the privilege asserted by ONE Gas. However, no documents, reports or other information created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged.

126. All data, information, and records created or maintained relating to any Solid or Hazardous Waste found at the Facility shall be made available to EPA upon request unless ONE Gas asserts a claim that such documents are legally privileged from disclosure. ONE Gas shall have the burden of demonstrating to EPA by clear and convincing evidence that such privilege exists.

127. ONE Gas shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Facility or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, correspondence, or other documents or information related to the Work. ONE Gas shall also make available to EPA at reasonable times during business work hours, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work. ONE Gas may be present during any EPA interviews of ONE Gas employees, through its authorized representative.

#### XIV. ACCESS

128. EPA employees, contractors, and/or any duly designated EPA representatives (collectively, "EPA-Authorized Persons") shall, for the purpose of determining compliance with this Order, be authorized to enter and freely move about the Facility, subject to ONE Gas safety and security requirements for visitors, and perform the following activities pursuant to this Order: interview Facility personnel and contractors; inspect records related to this agreement; review the progress of ONE Gas in carrying out the terms of this Order; conduct such testing, sampling, or monitoring as necessary to investigate contamination under an EPA-approved work plan; assess implementation of quality assurance and quality control practices as defined in the approved QAPP, using a camera, sound recording, or other documentary type equipment; verify any data or information submitted to EPA by ONE Gas under this Order; or conduct any other actions that EPA determines necessary relative to this Order. ONE Gas shall provide an escort for EPA-Authorized Persons while on the Facility. ONE Gas shall be given advance notice and an opportunity to collect duplicate or split samples of any testing, sampling, or monitoring as well as the opportunity to take separate documentation of any camera, sound recording, or other documentary type equipment results. EPA will generally provide two business days prior notice to ONE Gas for purposes of determining compliance with this Order, and ONE Gas agrees to provide EPA-Authorized Persons access at all reasonable times to the Facility and to any other property under the control of ONE Gas, to which access is required and has been granted for implementation of this Order. ONE Gas shall permit EPA-Authorized Persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Order and that are within the possession or under the control of ONE Gas or its contractors or consultants. EPA-Authorized Persons shall notify ONE Gas of their presence upon arrival at the Facility by presenting their credentials at the office, signing the visitor's logbook, and verifying compliance with all approved health and safety plans and regulations, except that EPA personnel or representatives shall not be required to provide personal information such as Social Security Numbers or driver's licenses to gain entry to the facility. In addition, EPA does not agree to provide two business days prior notice for any EPA or EPA-designated representatives who seek entry to the facility for purposes other than to determine compliance with this Order.

129. Access Agreements. Where activities under this Order are to be performed in areas owned by, or in possession of, someone other than ONE Gas (i.e., beyond the Facility's boundaries), ONE Gas shall use its best efforts to obtain all necessary access agreements within thirty (30) days following approval of any Work Plan or as otherwise specified, in writing, by the EPA Project Coordinator for which access is necessary. Any such access agreement shall provide for access by EPA and its representatives, and ONE Gas and its representatives, to move freely in order to conduct actions required under this Consent Order that EPA determines to be necessary. All access agreements shall specify that ONE Gas is not EPA's representative with respect to any liabilities associated with activities to be performed. ONE Gas shall provide EPA's Project Coordinator with copies of any access agreements. ONE Gas shall immediately notify EPA if after using ONE Gas's best efforts it is unable to obtain such agreements within the time required. Best efforts as used in this Paragraph shall include, a certified letter from ONE

Gas to the present owner of such property requesting access agreements to permit ONE Gas, EPA, and EPA's authorized representatives to enter such property, and the offer of payment of reasonable sums of money in consideration of granting access. ONE Gas shall, within fourteen (14) days of its receipt of a denial of access, submit in writing, a description of its efforts to obtain access. EPA may, at its discretion, assist ONE Gas in obtaining access. In the event EPA obtains access, ONE Gas shall undertake EPA-approved work on such property, and ONE Gas shall reimburse EPA for all reasonable costs and attorney fees incurred by the United States in obtaining such access.

130. ONE Gas agrees to indemnify the United States as provided in Section XXIII (Indemnification of the United States Government), for any and all claims arising from activities on such property.

131. Notwithstanding any provision of this Order, EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

132. Nothing in this Section shall be construed to limit or otherwise affect ONE Gas's liability and obligation to perform corrective action including any necessary corrective action beyond the facility boundary, notwithstanding the lack of access.

133. Pursuant to this Section and subject to Paragraph 128, any denial of access to EPA-Authorized Persons at reasonable times to any portion of the Facility property where a request for access was made for the purposes of enforcing the requirements of RCRA or this Order shall be construed as a violation of the terms of this Order subject to the penalty provisions outlined in Section XVII (Stipulated Penalties) of this Order.

#### **XV. RECORD PRESERVATION, ACCESS TO INFORMATION AND ADMINISTRATIVE RECORD**

134. ONE Gas shall preserve and retain all, non-identical copies of all versions of data, records, and documents (including electronic form) now in its possession or control or which come into its possession or control and which have been submitted to EPA that relate in any manner to this Order, the performance of the Work, or to hazardous waste management and/or disposal at the facility related to the performance of the Work required under this Order, regardless of any corporate retention policy to the contrary until ONE Gas's receipt of EPA's notification pursuant to Section XXVII (Termination and Satisfaction). Thereafter, for a period of six (6) years, ONE Gas shall retain copies of all final versions of the records referenced in this Paragraph. ONE Gas shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work until six (6) years after ONE Gas's receipt of EPA's notification pursuant to Section XXVII (Termination and Satisfaction).

135. After the six (6)-year retention period and ninety (90) days before any document or information is destroyed, ONE Gas shall notify EPA that such documents and information are available to EPA for inspection, and upon request, shall provide the originals or copies (at no extra cost) of such documents and information to EPA. Notification shall be in writing and shall reference the effective date, caption, and docket number of this Order and shall be addressed to the:

Director  
Air and Waste Management Division  
US EPA, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219.

136. All documents pertaining to this Order shall be stored by ONE Gas in a centralized location at the Facility or at ONE Gas corporate headquarters or an alternate location mutually approved by ONE Gas and EPA, to promote easy access by EPA or its representatives.

137. EPA retains the responsibility for the issuance of any decision documents related to the Facility.

138. EPA will provide ONE Gas with copies of all decision documents for the Facility.

139. Administrative Record. EPA will determine the contents of the administrative record file for selection of the corrective measure(s), which shall include at a minimum all documents submitted by ONE Gas to EPA developed during the course of performing the Work or any other documents deemed necessary by EPA to prepare the administrative record upon which selection of the response action may be based. EPA will maintain an administrative record file. The administrative record supporting this Order and the Work to be Performed shall be available for public review at the EPA Region 7 office and another location selected by EPA.

## **XVI. REPORTING AND DOCUMENT CERTIFICATION**

140. Beginning with the first twelve (12) month anniversary of the effective date of this Order, and throughout the period that this Order is effective, ONE Gas shall provide EPA with annual reports. The progress reports shall conform to requirements in the SOW. EPA may adjust the frequency of progress reports to be consistent with site-specific activities.

141. One (1) hard copy and one (1) electronic copy of all documents required pursuant to this Order shall be in writing and shall be sent via e-mail or disc (for electronic copies), or hard copies or discs containing electronic files may be hand delivered, sent by certified mail, return receipt requested, or by overnight express mail to:

Submittals to EPA:

Ruby Crysler  
Air and Waste Management Division  
US EPA, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

Submittals to KDHE:

Mostafa Kamal  
Kansas Department of Health and Environment  
Bureau of Waste Management  
1200 SW Jackson Street, Suite 320  
Topeka, Kansas 66612-1366.

Other addresses can also be designated by the Project Coordinators.

142. Any report or other document submitted by ONE Gas pursuant to this Order which makes recommendations as to whether or not further actions are necessary, or makes any representation concerning ONE Gas's compliance or noncompliance with any requirement of this Order shall be certified by a responsible corporate officer of ONE Gas or a duly authorized representative. A responsible corporate officer means: a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation.

143. The certification required by the Paragraph above shall be in the following form:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. I certify that, to the best of my knowledge and belief, the information contained in or accompanying this submittal is true, accurate, and complete, and as to those identified portion(s) of this submittal for which I cannot personally verify the accuracy, based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, or the immediate supervisor of such person(s), the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### **XVII. STIPULATED PENALTIES**

144. Unless there has been a written modification by EPA of a compliance date, a written modification by EPA of an approved Work Plan condition, or excusable delay as defined in Section XIX (Force Majeure and Excusable Delay), if ONE Gas fails to comply with any term or condition set forth in this Order in the time or manner specified herein, ONE Gas shall pay stipulated penalties as set forth below upon written demand from EPA.

- a. For failure to commence, perform, and/or complete field work as required by the EPA-approved work plans or at the time required pursuant to this Order, to complete and submit any Work Plans or reports at the time required pursuant to this Order, or for failure to notify EPA of immediate or significant threats to human health and/or the environment, and/or new SWMUs or AOCs not previously identified as required by this Order:

Penalty Per Violation Per Day	Period of Noncompliance
\$250	1st through 14th day
\$500	15th through 30th day
\$1,000	31st day and beyond

- b. For failure to complete and submit other written submittals not included in Paragraph 144.a. of this Section in a manner acceptable to EPA or at the time required pursuant to this Order, or for failure to comply with any other provisions of this Order in a manner acceptable to EPA:

Penalty Per Violation Per Day	Period of Noncompliance
\$100	1st through 14th day
\$200	15th through 30th day
\$500	31st day and beyond

145. Penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the violation or completion of the activity. Payment shall be due within thirty (30) days of receipt of a demand letter from EPA. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Order, even where those violations concern the same event. Penalties will continue to accrue regardless of whether EPA has notified ONE Gas of a violation, but penalties shall not continue to accrue for any time after ONE Gas has returned



to compliance with this Order, provided ONE Gas can demonstrate the date upon which ONE Gas returned to compliance.

146. All penalties owed to the United States under this Section shall be due and payable within thirty (30) days of ONE Gas's receipt from EPA of a written demand for payment of the penalties, unless ONE Gas invokes the dispute resolution procedures under Section XVIII (Dispute Resolution). Such a written demand will describe the violation and will indicate the amount of penalties due.

147. Interest shall begin to accrue on any unpaid stipulated penalty balance beginning on the thirty-first (31) day after ONE Gas's receipt of EPA's demand letter. Interest shall accrue at the Current Value of Funds Rate established by the Secretary of the Treasury. EPA may institute proceedings to collect the penalties if ONE Gas fails to pay stipulated penalties.

148. All penalties shall be paid in accordance with the instructions on the following web page: <http://www2.epa.gov/financial/makepayment>.

149. All such payments by money orders, certified check, company check, electronic funds transfer, or cashier's check, shall reference the name of the Facility, ONE Gas's name and address, and the EPA docket number of this action. Copies of all such checks and letters forwarding the checks shall be sent simultaneously to the EPA Project Coordinator.

150. ONE Gas may dispute an EPA determination that it failed to comply with this Order and an assessment of stipulated penalties by invoking the dispute resolution procedures under Section XVIII (Dispute Resolution) unless that matter has previously been or is the subject of dispute resolution. Stipulated penalties shall accrue but need not be paid during the dispute resolution period. ONE Gas shall pay stipulated penalties and interest, if any, in accordance with the dispute resolution decision and/or agreement. ONE Gas shall submit such payment to EPA within thirty (30) days of receipt of such resolution in accordance with Paragraph 148 of this Section. If ONE Gas prevails upon resolution, no penalties shall be paid. In the event that ONE Gas prevails in part, penalties shall be due on those matters in which ONE Gas did not prevail. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until thirty (30) days after the dispute is resolved by agreement or by receipt of EPA's decision.

151. Neither the invocation of dispute resolution nor the payment of penalties shall alter in any way ONE Gas's obligation to comply with the terms and conditions of this Order, to the extent ONE Gas's obligations regarding payment of penalties, or other provisions of this Order have not been altered through the Dispute Resolution.

152. The payment of penalties shall not alter in any way ONE Gas's obligation to complete performance of the Work required under this Order.

### **XVIII. DISPUTE RESOLUTION**

153. ONE Gas shall raise any disputes concerning the Work required under this Order to EPA (excluding any decision document(s) issued by EPA), in writing, within twenty-one (21) days after receiving written notice from EPA regarding any aspect of the Work required under this Order that ONE Gas disputes. EPA and ONE Gas shall expeditiously and informally attempt to resolve any disagreements. EPA's and ONE Gas's Project Coordinators shall first confer in an effort to resolve the dispute. If the Project Coordinators are unable to informally resolve the dispute within fourteen (14) days of the first conference, ONE Gas shall notify EPA, within fourteen (14) days, in writing of its objections. Written objections shall identify ONE Gas's objections, state the basis for those objections, and provide all data, analyses and information relied upon by ONE Gas. EPA and ONE Gas then have an additional twenty-one (21) days from EPA's receipt of the objections to reach agreement. If an agreement is not reached within the twenty-one (21) days, ONE Gas may request in writing, within ten (10) days, a determination resolving the dispute by EPA's Region 7 Division Director of Air Waste and Management Division. The request shall set forth specific points of the dispute, the position ONE Gas maintains should be adopted, the factual and legal basis for ONE Gas's position, and all matters ONE Gas considers necessary for EPA's determination. If such request is submitted within the ten (10) day period, the Division Director shall issue a determination in writing. EPA's final decision shall be incorporated into and become an enforceable part of this Order and that dispute shall no longer be subject to dispute pursuant to this Order. ONE Gas shall proceed in accordance with the Division Director's decision regarding the matter in dispute, regardless of whether ONE Gas agrees with the decision. Any disputes arising under this Order are not subject to judicial review until such time as EPA seeks to enforce this Order.

154. If EPA and ONE Gas reach agreement on the dispute at any stage, the agreement shall be set forth in writing and shall, upon signature of both parties, be incorporated into and become an enforceable part of this Order.

155. The existence of a dispute and EPA's consideration of matters placed in dispute shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Order during the pendency of the dispute resolution process except as agreed by EPA in writing. The invocation of dispute resolution does not stay the accrual of stipulated penalties under this Order.

156. Following resolution of the dispute, as provided by this Section, ONE Gas shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

### **XIX. FORCE MAJEURE AND EXCUSABLE DELAY**

157. Force majeure, for purposes of this Order, is defined as any event arising from causes not foreseen and/or beyond the control of ONE Gas or any person or entity controlled by ONE Gas, including but not limited to ONE Gas's contractors, that delays or prevents the timely

performance of any obligation under this Order despite ONE Gas's best efforts to fulfill such obligation. The requirement that ONE Gas exercise best efforts to fulfill such obligation shall include, but not be limited to, best efforts to anticipate any potential force majeure event and address it before, during, and after its occurrence, such that any delay or prevention of performance is minimized to the greatest extent possible. Force majeure does not include increased costs of the work to be performed under this Order, or financial inability to complete the work.

158. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a force majeure event, ONE Gas shall contact by telephone and communicate orally with EPA's Project Coordinator or, in his or her absence, EPA's alternative Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Waste Remediation and Permitting Branch Chief, EPA Region 7, within five (5) working days of when ONE Gas or its contractor first knew or should have known that the event might cause a delay. If ONE Gas wishes to claim a force majeure event, then within five (5) working days thereafter, ONE Gas shall provide to EPA in writing (a) identification of the event causing the delay; (b) the anticipated duration of the delay; (c) all actions taken or to be taken to minimize the delay; (d) all other obligations affected by the event, and what measures, if any, taken or to be taken to minimize the effect of the event on those obligations; (e) a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and (f) ONE Gas's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and (g) a statement as to whether, in the opinion of ONE Gas, such event may cause or contribute to an endangerment to public health or the environment. ONE Gas shall include with any notice all available documentation supporting its claim, if any, that the delay was attributable to a force majeure. ONE Gas's failure to comply within the time lines set forth in this Paragraph shall preclude ONE Gas from asserting any claim of force majeure for that event, unless extended by EPA as provided in paragraph 160.

159. ONE Gas shall undertake best efforts to avoid and minimize the delay. Failure to comply with the notice provision of this Section and to undertake best efforts to avoid and minimize the delay shall, at EPA's sole discretion, be construed by EPA as a waiver of any claim of force majeure by ONE Gas. If EPA determines that the delay or anticipated delay in fulfilling a requirement of this Order is attributable to a force majeure event, the time for performance of such obligation under this Order that is affected by the force majeure event will be extended by EPA for such time as EPA determines is necessary to complete such obligation. An extension of the time for performance of such obligation affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation, unless ONE Gas can demonstrate that more than one (1) obligation was affected by the force majeure event. If EPA determines that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify ONE Gas in writing of the length of the extension, if any, for performance of such obligations affected by the force majeure event.

160. If EPA disagrees with ONE Gas's assertion of a force majeure event, EPA will notify ONE Gas in writing and ONE Gas may elect to invoke the dispute resolution provision,

and shall follow the time frames set forth in Section XVIII (Dispute Resolution). In any such proceeding, ONE Gas shall have the burden of demonstrating that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that ONE Gas complied with the requirements of this Section. If ONE Gas successfully demonstrates that the event was a force majeure, the time for performance of such obligation will be extended by EPA for such time as is necessary to complete such obligation.

## **XX. RESERVATION OF RIGHTS**

161. Notwithstanding any other provisions of this Order, the United States retains all of its authority to take, direct, or order any and all actions necessary to protect public health or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste or constituents of such wastes, on, at, or from the Facility, including but not limited to the right to bring enforcement actions under RCRA, CERCLA, and any other applicable statutes or regulations.

162. EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to ONE Gas's failure to comply with any of the requirements of this Order, including without limitation the assessment of penalties under §3008(h)(2) of RCRA, 42 U.S.C. §6928(h)(2).

163. This Order shall not be construed as a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, and/or authorities, civil or criminal, which EPA has under RCRA, CERCLA, or any other statutory, regulatory, or common law authority of the United States.

164. EPA reserves the right to disapprove of work performed by ONE Gas pursuant to this Order and to order that ONE Gas perform additional tasks in accordance with Section XI (Additional Work) of this Order.

165. To the extent that ONE Gas does not perform its obligations under this Order, EPA may exercise its authority under CERCLA to undertake response actions at any time, and EPA reserves its right to seek reimbursement from ONE Gas for any CERCLA costs incurred by the United States. Notwithstanding compliance with the terms of this Order, ONE Gas is not released from liability, if any, for the costs of any CERCLA response actions taken or authorized by EPA.

166. If EPA determines that activities in compliance or noncompliance with this Order have caused or may cause a release of hazardous waste or hazardous constituent(s), or a threat to human health and/or the environment, or that ONE Gas is not capable of undertaking any of the work ordered, EPA may order ONE Gas to stop further implementation of this Order for such

period of time as EPA determines may be needed to abate any such release or threat and/or to undertake any action which EPA determines is necessary to abate such release or threat.

167. This Order is not intended to be nor shall it be construed to be a permit. Further, the parties acknowledge and agree that EPA's approval of any final Work Plan or document required under this Order does not constitute a warranty or representation that the Work Plans or documents will achieve the required cleanup or performance standards. Compliance by ONE Gas with the terms of this Order shall not relieve ONE Gas of its obligations to comply with RCRA or any other applicable local, State, or federal laws and regulations.

168. Consistent with Section XVIII (Dispute Resolution), actions or decisions by EPA pursuant to this Order, including without limitation, decisions of the Regional Administrator, the Waste Remediation and Permitting Branch Chief, the Director of the Air and Waste Management Division, or any authorized representative of EPA, are not subject to judicial review until such time as EPA seeks to enforce this Order, including an action for penalties or an action to compel ONE Gas's compliance with this Order.

169. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive or other appropriate relief relating to this Order, ONE Gas shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been raised in the present matter.

170. ONE Gas retains its rights to assert claims against any third party with respect to this Facility, as provided by applicable authority of federal or state law, including common law.

## **XXI. OTHER CLAIMS**

171. Except as explicitly set forth in this Order, nothing in this Order shall constitute or be construed as a release from any claim, cause of action, demand, or defense in law or equity, against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

172. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of ONE Gas. Other than this Order, the United States or EPA will not be deemed a party to any contract, agreement or other arrangement entered into by ONE Gas or its officers, directors, employees, agents, successors, assigns, trustees, receivers, contractors, or consultants in carrying out actions pursuant to this Order.



173. ONE Gas waives any claims or demands for compensation or payment under §§106(b), 111, and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. §9507 for, or arising out of, any activity performed or expense incurred pursuant to this Order. Additionally, this Order does not constitute any decision on preauthorization of funds under §111(a)(2) of CERCLA.

174. ONE Gas waives all claims against the United States relating to or arising out of conduct of this Order, including, but not limited to, contribution and counterclaims, except as provided by the Federal Tort Claims Act.

175. ONE Gas shall bear its own litigation costs and attorney fees.

## **XXII. OTHER APPLICABLE LAWS**

176. All actions required to be taken pursuant to this Order shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations. ONE Gas shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations. When applicable local, state or federal laws or regulations prevent performance under this Order, ONE Gas will notify EPA and request assistance in determining how to proceed.

## **XXIII. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT**

177. ONE Gas agrees to indemnify, save and hold harmless the United States Government, its agencies, departments, officials, agents, contractors, employees, and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of ONE Gas, ONE Gas's directors, officers, employees, agents, successors, assigns, heirs, trustees, receivers, contractors, or consultants in carrying out actions pursuant to this Order.

178. This indemnification shall not be construed in any way as affecting or limiting the rights or obligations of ONE Gas or the United States under their various contracts. ONE Gas shall not be responsible for indemnifying EPA for claims or causes of action solely from or on account of acts or omissions of EPA

## **XXIV. COST ESTIMATES AND ASSURANCES OF FINANCIAL RESPONSIBILITY FOR COMPLETING THE WORK**

### **Estimated Cost of the Work**

179. ONE Gas shall submit to EPA detailed written estimates, in current dollars, of the cost of hiring a third party to perform the Work to be Performed under this Order which implements the CMI work plan (hereafter "Estimated Cost of the Work"). The Estimated Cost of the Work shall account for the total costs of the CMI work activities that they cover, as described



in Section VIII (Work to be Performed) and the SOW (Attachment C), including any necessary long term costs, such as operation and maintenance costs and monitoring costs. A third party is a party who (i) is neither a parent nor a subsidiary of ONE Gas and (ii) does not share a common parent or subsidiary with ONE Gas. The cost estimates shall not incorporate any salvage value that may be realized from the sale of wastes, facility structures or equipment, land or other assets associated with the facility.

- a. Concurrently with the submission of the CMI Work Plan pursuant to Paragraph 93, ONE Gas shall submit an Estimated Cost of the Work for the costs of all activities required to complete the corrective measures as set forth in this Paragraph and as set forth in Task VI, "Corrective Measures Implementation" of the SOW (Attachment C), up to and including the costs of completing the Corrective Measures Completion Report.
- b. ONE Gas shall annually adjust the Estimated Cost of the Work for inflation within thirty (30) days after the close of ONE Gas fiscal year until all CMI-related work required by this Order is completed. In addition, the Estimated Cost of the Work must be adjusted annually to reflect any additional costs not contemplated by the original Estimated Cost of the Work.
- c. Each revised Estimated Cost of the Work will be reviewed and approved in accordance with Section X and XI (Agency Approvals and Additional Work).

**Assurances of Financial Responsibility for Completing the Work**

180. In order to secure the full and final completion of the CMI and/or Additional Work in accordance with this Order, ONE Gas shall establish and maintain financial assurance for the benefit of the EPA in the amount of the most recent Estimated Cost of the Work. ONE Gas may use one or more of the financial assurance forms generally described in Paragraphs (a) through (f) below. Any and all financial assurance instruments provided pursuant to this Order must be satisfactory in form and substance as determined by EPA.

- a. A trust fund established for the benefit of EPA, administered by a trustee who has the authority to act as a trustee under Federal or State law and whose trust operations are regulated and examined by a Federal or State agency, and that is acceptable in all respects to the EPA. The trust agreement shall provide that the trustee shall make payments from the fund as the Regional Administrator shall direct in writing (1) to reimburse ONE Gas from the fund for expenditures made by ONE Gas for Work performed in accordance with this Order, or (2) to pay any other person whom the Regional Administrator determines has performed or will

perform the Work in accordance with this Order. The trust agreement shall further provide that the trustee shall not refund to the grantor any amounts from the fund unless and until EPA has advised the trustee that the Work under this Order has been successfully completed.

- b. A surety bond unconditionally guaranteeing performance of the Work in accordance with this Order, or guaranteeing payment at the direction of EPA into a standby trust fund that meets the requirements of the trust fund in Paragraph 180(a) above. The surety company issuing the bond shall, at a minimum, be among those listed as acceptable sureties on Federal Bonds as set forth in Circular 570 of U.S. Department of the Treasury.
- c. An irrevocable letter of credit, payable at the direction of the Regional Administrator, into a standby trust fund that meets the requirements of the trust fund in Paragraph 180 (a) above. The letter of credit shall be issued by a financial institution (i) that has the authority to issue letters of credit, and (ii) whose letter-of-credit operations are regulated and examined by a Federal or State agency.
- d. A policy of insurance that (i) provides EPA with rights as a beneficiary which are acceptable to EPA; and (ii) is issued by an insurance carrier that (a) has the authority to issue insurance policies in the applicable jurisdiction(s), and (b) whose insurance operations are regulated and examined by a Federal or State agency. The insurance policy shall be issued for a face amount at least equal to the current Estimated Cost of the Work to be performed under this Order, except where costs not covered by the insurance policy are covered by another financial assurance instrument, as permitted in Paragraph 181(f) of this Section. The policy shall provide that the insurer shall make payments as the Regional Administrator shall direct in writing (i) to reimburse ONE Gas for expenditures made by ONE Gas for Work performed in accordance with this Order, or (ii) to pay any other person whom the Regional Administrator determines has performed or will perform the Work in accordance with this Order, up to an amount equal to the face amount of the policy. The policy shall also provide that it may not be canceled, terminated or non-renewed and the policy shall remain in full force and effect in the event that (i) the ONE Gas is named as a debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code; or (ii) EPA notifies the insurer of ONE Gas's failure to perform, under paragraph 11 of this section.
- e. A corporate guarantee, executed in favor of the EPA by one or more of the following: (i) a direct or indirect parent company, or (ii) a company that has a "substantial business relationship" with ONE Gas (as defined in 40

C.F.R. § 264.141(h)), to perform the Work in accordance with this Order or to establish a trust fund as permitted by Paragraph a above; provided, however, that any company providing such a guarantee shall demonstrate to the satisfaction of the EPA that it satisfies the financial test requirements of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work that it proposes to guarantee; or

- f. A demonstration by ONE Gas that ONE Gas meets the financial test criteria of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work, provided that all other requirements of 40 C.F.R. § 264.143(f) are satisfied.

181. If ONE Gas elects to use one of the instruments identified in Paragraph 180 above, concurrently with the submission of the initial Estimated Cost of Work under Section XXIV (Cost Estimates and Assurances of Financial Responsibility for Completing the Work) above, and for each subsequently-required revision of the Estimated Cost of the Work, ONE Gas shall submit draft financial assurance instruments and related documents to EPA for EPA's review and approval. Within thirty (30) days after EPA's approval of both the initial Estimated Cost of the Work, and the draft financial assurance instruments, whichever date is later, ONE Gas shall execute or otherwise finalize all instruments or other documents required in order to make the selected financial assurance legally binding in a form substantially identical to the financial assurance documents reviewed and approved by EPA. ONE Gas shall submit all executed and/or otherwise finalized instruments or other documents to EPA within sixty (60) days after EPA's approval of the initial Estimated Cost of the Work and the draft financial assurance instruments, whichever date is later.

- a. If ONE Gas is proposing to use the financial test pursuant to Paragraph 180(f) above, ONE Gas shall, with the initial submission and each revision of the Estimated Cost of the Work, submit to EPA all documentation necessary to demonstrate that ONE Gas satisfies the financial test criteria pursuant to Paragraph 180(f), concurrently with each of ONE Gas's submissions of initial or revised Estimated Cost of the Work. ONE Gas's financial assurance shall be effective immediately upon EPA's approval of the initial Estimated Cost of the Work and ONE Gas's demonstration that ONE Gas satisfies the financial test criteria pursuant to Paragraph 180(f), whichever date is later.
- b. If ONE Gas seeks to establish financial assurance by using a surety bond, a letter of credit, or a corporate guarantee, ONE Gas shall at the same time establish, and thereafter maintain, a standby trust fund, which meets the requirements of Paragraph 180(a) above, into which funds from the other financial assurance instrument can be deposited, if the financial assurance provider is directed to do so by EPA, pursuant to Paragraph 182(b). In the

event a standby trust must be established, all deadlines of this section shall be extended by ninety (90) days.

- c. ONE Gas shall submit all financial assurance instruments and related required documents by certified mail to the EPA Regional Financial Management Officer and Financial Analyst identified below, with copies to the Regional Administrator at the same address as those listed below. Copies shall also be sent to the EPA Project Coordinator.

John Phillips  
EPA Regional Financial Management Officer  
United States Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

Michael Lancaster, SEE Grantee  
Financial Analyst, AWMD/WEMM  
United States Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

- d. If at any time during the effective period of this Order ONE Gas provides financial assurance for completion of the Work by means of a corporate guarantee or financial test pursuant to Paragraphs 180(e) or (f) above, ONE Gas shall also comply with the other relevant requirements of 40 C.F.R. § 264.143(f), 40 C.F.R. § 264.151(f), and 40 C.F.R. § 264.151(h)(1) relating to these methods, unless otherwise provided in this Order, including but not limited to, (i) initial submission of required financial reports and statements from the guarantors' chief financial officer and independent certified public accountant; (ii) annual re-submission of such reports and statements within ninety (90) days after the close of each of the guarantors' fiscal years; and (iii) notification of EPA within ninety (90) days after the close of any of the guarantors' fiscal years in which any such guarantor no longer satisfies the financial test requirements set forth at 40 C.F.R. § 264.143(f)(1). ONE Gas further agrees that if ONE Gas provides financial assurance by means of a corporate guarantee or financial test, EPA may request additional information (including financial statements and accountant's reports) from ONE Gas or corporate guarantor at any time.
- e. For purposes of the corporate guarantee or the financial test described in Paragraphs 180(e) and (f) references in 40 CFR § 264.143(f) to "the sum of current closure and post-closure costs and the current plugging and abandonment cost estimates" shall mean "the sum of all environmental

remediation obligations” (including obligations under CERCLA, RCRA, UIC, TSCA and any other state or tribal environmental obligation) guaranteed by such company or for which such company is otherwise financially obligated in addition to the cost of the Work to be performed in accordance with this Order.

- f. ONE Gas may combine more than one mechanism to demonstrate financial assurance for the Work to be performed in accordance with this Order, except that mechanisms guaranteeing performance rather than payment may not be combined with other instruments.
- g. If at any time EPA determines that a financial assurance instrument provided pursuant to this Section is inadequate, or no longer satisfies the requirements set forth or incorporated by reference in the Section, whether due to an increase in the estimated cost of completing the Work or for any other reason, EPA shall so notify ONE Gas in writing. If at any time ONE Gas becomes aware of information indicating that any financial assurance instrument provided pursuant to this Section is inadequate or no longer satisfies the requirements set forth or incorporated by reference in the Section, whether due to an increase in the estimated cost of completing the Work or for any other reason, then ONE Gas shall notify EPA in writing of such information within ten (10) days. Within thirty (30) days of receipt of notice of EPA’s determination, or within thirty days of ONE Gas’s becoming aware of such information, as the case may be, ONE Gas shall obtain and present to EPA for approval a proposal for a revised or alternative form of financial assurance listed in Paragraph 180 above that satisfies all requirements set forth or incorporated by reference in this Section. In seeking approval for a revised or alternative form of financial assurance, ONE Gas shall follow the procedures set forth in Paragraph 184(a) below.
- h. ONE Gas's inability or failure to establish or maintain financial assurance for completion of the Work shall in no way excuse performance of any other requirements of this Order, including, without limitation, the obligation of ONE Gas to complete the Work in strict accordance with the terms of this Order.
- i. Any and all financial assurance instruments provided pursuant to Paragraphs 180(b), (c), (d), or (e) shall be automatically renewed at the time of their expiration unless the financial assurance provider has notified both ONE Gas and the Regional Administrator at least one hundred and twenty (120) days prior to expiration, cancellation or termination of the instrument of a decision to cancel, terminate or not renew a financial assurance instrument. Under the terms of the financial assurance

instrument, the one hundred and twenty (120) days will begin to run with the date of receipt of the notice by both the Regional Administrator and ONE Gas. Furthermore, if ONE Gas has failed to provide alternate financial assurance and obtain written approval for such alternate financial assurance within ninety (90) days following receipt of such notice by both ONE Gas and the Regional Administrator, then the Regional Administrator or his designee will so notify the financial assurance provider in writing prior to the expiration of the instrument, and the financial assurance provider shall immediately deposit into the standby trust fund, or a newly created trust fund approved by EPA, the remaining funds obligated under the financial assurance instrument for the performance of the Work in accordance with this Order. A copy of all notices required by this Paragraph shall also be sent to the EPA Project Coordinator.

### **Performance Failure**

182. In the event that EPA determines:

- a. That ONE Gas (i) has ceased implementation of any portion of the Work, (ii) is significantly or repeatedly deficient or late in its performance of the Work, or (iii) is implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice (“Performance Failure Notice”) to both ONE Gas and the financial assurance provider of ONE Gas's failure to perform. The notice issued by EPA will specify the grounds upon which such a notice was issued and will provide the ONE Gas with a period of ten (10) days within which to remedy the circumstances giving rise to the issuance of such notice.
- b. Failure by ONE Gas to remedy the relevant Performance Failure to EPA's satisfaction before the expiration of the ten (10)-day notice period specified in Paragraph 182(a) shall trigger EPA's right to have immediate access to and benefit of the financial assurance provided pursuant to Paragraphs 180(a), (b), (c), (d), or (e). EPA may at any time thereafter direct the financial assurance provider to immediately (i) deposit into the standby trust fund, or a newly created trust fund approved by EPA, the remaining funds obligated under the financial assurance instrument (ii) or arrange for performance of the Work in accordance with this Order.
- c. If EPA has determined that any of the circumstances described in clauses (i), (ii), or (iii) of Paragraph 182(a) have occurred, and if EPA is nevertheless unable after reasonable efforts to secure the payment of funds or performance of the Work in accordance with this Order from the



financial assurance provider pursuant to this Order, then, upon receiving written notice from EPA, ONE Gas shall within ten (10) days thereafter deposit into the standby trust fund, or a newly created trust fund approved by EPA, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount equal to the estimated cost of the remaining Work to be performed in accordance with this Order as of such date, as determined by EPA.

- d. ONE Gas may invoke the procedures set forth in Section XVIII (Dispute Resolution), to dispute EPA's determination that any of the circumstances described in clauses (i), (ii), or (iii) of Paragraph 182(a) have occurred. Invoking the dispute resolution provisions shall not excuse, toll or suspend the obligation of the financial assurance provider, under Paragraph 182(b) of this Section, to fund the trust fund or perform the Work. Furthermore, notwithstanding ONE Gas's invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion direct the trustee of such trust fund to make payments from the trust fund to any person that has performed the Work in accordance with this Order until the earlier of (i) the date that ONE Gas remedies, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Performance Failure Notice or (ii) the date that a final decision is rendered in accordance with Section XVIII (Dispute Resolution), that ONE Gas has not failed to perform the Work in accordance with this Order.

#### **Modification of Amount and/or Form of Performance Guarantee**

183. **Reduction of Amount of Financial Assurance.** If ONE Gas believes that the estimated cost to complete the remaining Work has diminished below the amount covered by the existing financial assurance provided under this Order, ONE Gas may, at the same time that ONE Gas submits the annual cost adjustment, pursuant to Paragraph 179(b) of this Section, or at any other time agreed to by EPA, submit a written proposal to EPA to reduce the amount of the financial assurance provided under this Section so that the amount of the financial assurance is equal to the estimated cost of the remaining Work to be performed. The written proposal shall specify, at a minimum, the cost of the remaining Work to be performed and the basis upon which such cost was calculated. In seeking approval of a revised financial assurance amount, ONE Gas shall follow the procedures set forth in Paragraph 184(a) of this Section. If EPA decides to accept such a proposal, EPA shall notify ONE Gas of its decision in writing. After receiving EPA's written decision, ONE Gas may reduce the amount of the financial assurance only in accordance with and to the extent permitted by such written decision. In the event of a dispute, ONE Gas may reduce the amount of the financial assurance required hereunder only in accordance with the final EPA Dispute Decision resolving such dispute. No change to the form or terms of any financial assurance provided under this Section, other than a reduction in amount, is authorized except as provided in Paragraph 184(a) below.

184. Change of Form of Financial Assurance. If ONE Gas desires to change the form or terms of financial assurance, ONE Gas may, at the same time that ONE Gas submits the annual cost adjustment, pursuant to Paragraph 179(b) of this Section, or at any other time agreed to by EPA, submit a written proposal to EPA to change the form of financial assurance. The submission of such proposed revised or alternative form of financial assurance shall be as provided in Paragraph 184(a) below. The decision whether to approve a proposal submitted under this Paragraph shall be made in EPA's sole discretion and such decision shall not be subject to challenge by ONE Gas pursuant to the dispute resolution provisions of this Order or in any other forum.

- a. A written proposal for a revised or alternative form of financial assurance shall specify, at a minimum, the cost of the remaining Work to be performed, the basis upon which such cost was calculated, and the proposed revised form of financial assurance, including all proposed instruments or other documents required in order to make the proposed financial assurance legally binding. The proposed revised or alternative form of financial assurance shall satisfy all requirements set forth or incorporated by reference in this Section. The EPA shall notify ONE Gas in writing of its decision to accept or reject a revised or alternative form of financial assurance submitted pursuant to this paragraph. Within forty-five (45) days after receiving a written decision approving the proposed revised or alternative financial assurance, ONE Gas shall execute and/or otherwise finalize all instruments or other documents required in order to make the selected financial assurance legally binding in a form substantially identical to the documents submitted to EPA as part of the proposal, and such financial assurance shall be fully effective. ONE Gas shall submit all executed and/or otherwise finalized instruments or other documents required in order to make the selected financial assurance legally binding to the EPA Regional Financial Management Officer within thirty (30) days of receiving a written decision approving the proposed revised or alternative financial assurance, with a copy to the Financial Analyst identified in Paragraph 181(c) above, and the EPA Project Coordinator. EPA shall release, cancel or terminate the prior existing financial assurance instruments only after ONE Gas has submitted all executed and/or otherwise finalized new financial assurance instruments or other required documents to EPA.

#### **Release of Financial Assurance**

185. ONE Gas may submit a written request to the Regional Administrator, with a copy to the EPA Project Coordinator, that EPA release ONE Gas from the requirement to maintain financial assurance under this Section at such time as EPA and ONE Gas have both executed an "Acknowledgment of Termination and Agreement to Record Preservation and

Reservation of Right” pursuant to Section XXVII (Termination and Satisfaction) of the Order. The Regional Administrator shall notify both the ONE Gas and the provider(s) of the financial assurance that ONE Gas is released from all financial assurance obligations under this Order. ONE Gas shall not release, cancel or terminate any financial assurance provided pursuant to this section except as provided in this paragraph or 184(a). In the event of a dispute, ONE Gas may release, cancel, or terminate the financial assurance required hereunder only in accordance with a final administrative or judicial decision resolving such dispute.

#### **XXV. MODIFICATION OF THE ORDER**

186. This Order may only be modified by mutual agreement of EPA and ONE Gas. Any agreed modifications shall be in writing, be signed by both parties, shall have as their effective date the date on which they are signed by EPA, and shall be incorporated into this Order.

187. No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications, schedules, or any other writing submitted by ONE Gas shall relieve ONE Gas of its obligation to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified. Any deliverables, plans, technical memoranda, reports, specifications, schedules and attachments required by this Order are, upon approval by EPA, incorporated into and enforceable under this Order, and this section shall not apply to such deliverables.

#### **XXVI. SEVERABILITY**

188. If any provision or authority of this Order or the application of this Order to any party or circumstances is held by any judicial or administrative authority to be invalid, or finds that ONE Gas has sufficient cause not to comply with one or more provisions of this Order, ONE Gas shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court’s order.

#### **XXVII. TERMINATION AND SATISFACTION**

189. The provisions of this Order shall be deemed terminated and satisfied by ONE Gas upon written notice from EPA that ONE Gas has demonstrated that all of the terms of this Order, including any Additional Work as may be performed pursuant to Section XI (Additional Work) and any stipulated penalties demanded by EPA under Section XVII (Stipulated Penalties), have been addressed to the satisfaction of EPA. Termination of this Order shall not terminate ONE Gas’s obligation to comply with Sections: XIII (Sampling, Data, and Document Availability); XIV (Access), XV (Record Preservation, Access to Information, and Administrative Record); XX (Reservation of Rights); and XXIII (Indemnification of the United States Government) of this Order, and to maintain institutional and engineering controls.

### **XXVIII. SURVIVABILITY AND PERMIT INTEGRATION**

190. Except as otherwise expressly provided in this Section, this Order shall survive the issuance or denial of a RCRA permit for the Facility, and this Order shall continue in full force and effect after either the issuance or denial of such permit. Accordingly, ONE Gas shall continue to be liable for the performance of obligations under this Order notwithstanding the issuance or denial of such permit. If the Facility is issued a RCRA permit and that permit expressly incorporates all or a part of the requirements of this Order, or expressly states that its requirements are intended to replace some or all of the requirements of this Order, ONE Gas may request a modification of this Order and shall, with EPA approval, be relieved of liability under this Order for those specific obligations.

### **XXIX. WAIVER OF HEARING**

191. ONE Gas waives its right to request a public hearing pursuant to Section 3008(b) of RCRA, 42 U.S.C. § 6928(b), relating to this Order.

192. ONE Gas agrees not to contest the validity or terms of this Order, or the procedures underlying or relating to it in any action brought by the United States, including EPA, to enforce its terms or seek penalties for its violation, except as such terms or payment of such penalties has been modified through the processes for Section XIX (Force Majeure and Excusable Delay), Section XVIII (Dispute Resolution), or Section XXV (Modification of the Order).

### **XXX. EFFECTIVE DATE**

193. This Order shall be effective upon the signature of the Order by the Director of the Air and Waste Management Division of EPA (Director), Region 7.

194. Except as specifically provided in this Order, all times for performance and compliance begin to run from the Effective Date of this Order.

195. The undersigned representative of ONE Gas certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind the party he or she represents to this document.

### **XXXI. INTEGRATION AND ATTACHMENTS**

196. This Order and its attachments constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Order. The parties acknowledge that there are no representations, agreements or understandings relating to the agreement other than those expressly contained in this Order. The following attachments are appended to and incorporated into this Order:

- A. FACILITY MAP
- B. MAP OF SOLID WASTE MANAGEMENT UNITS AND AREAS OF CONCERN
- C. SCOPE OF WORK
- D. MAP OF FREE PRODUCT EXTENT (JUNE 2014)
- E. RCRA FACILITY INVESTIGATION (RFI) WORKSHEET

It is so AGREED:

For ONE Gas d/b/a Kansas Gas Service:

12/28/2015  
Date

Signature: 

Print Name: TERYL ROSE

Title: VECS-PRESIDENT



For the United States Environmental Protection Agency:

Jan. 7, 2016  
Date

Belinda Holmes  
Belinda Holmes  
Assistant Regional Counsel

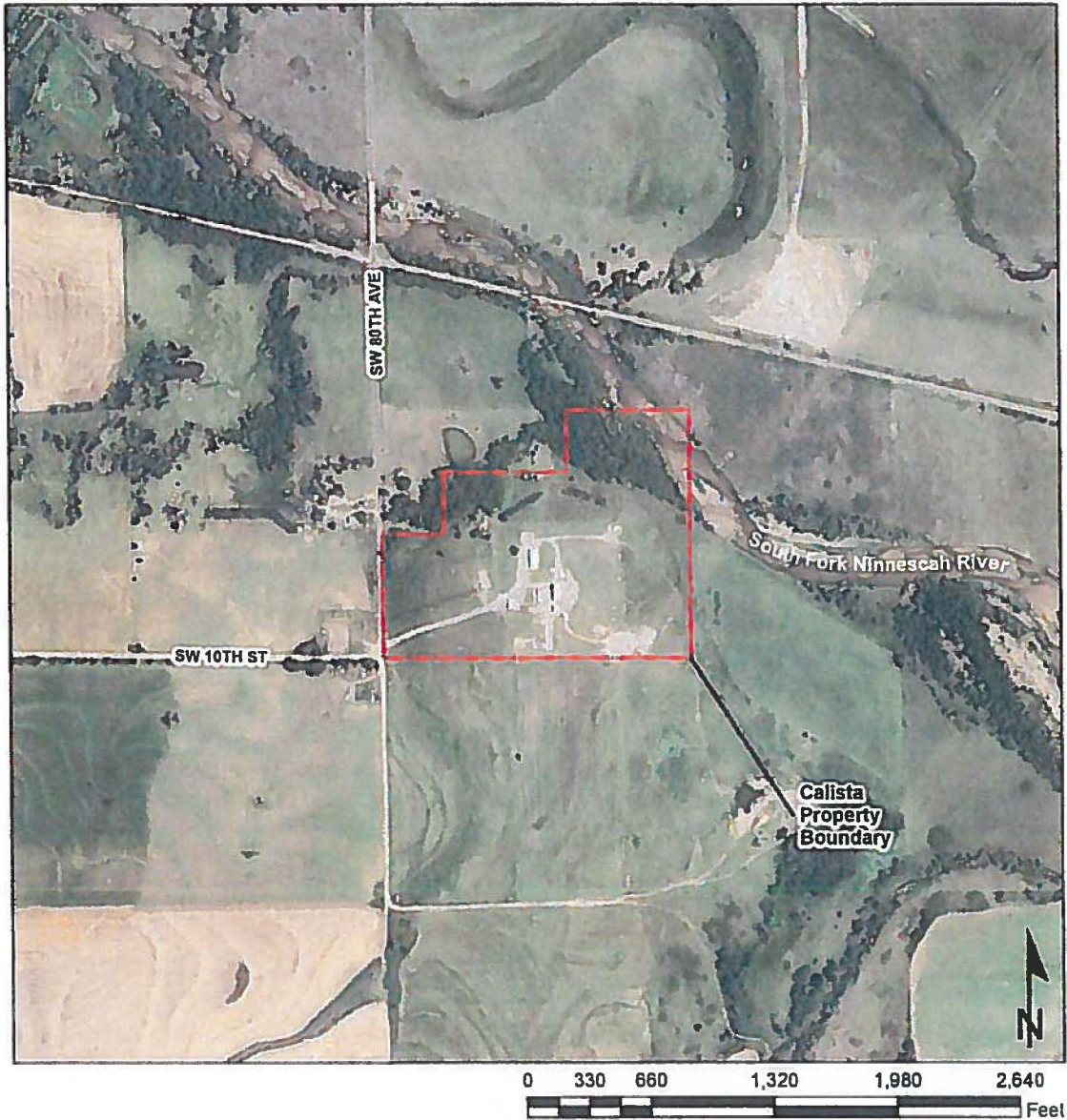
It is so ORDERED and Agreed:

1-8-16  
Date

Becky Weber  
Becky Weber  
Director  
Air and Waste Management Division

# Attachment A

Figure 3- Calista Compressor Station Property Boundaries

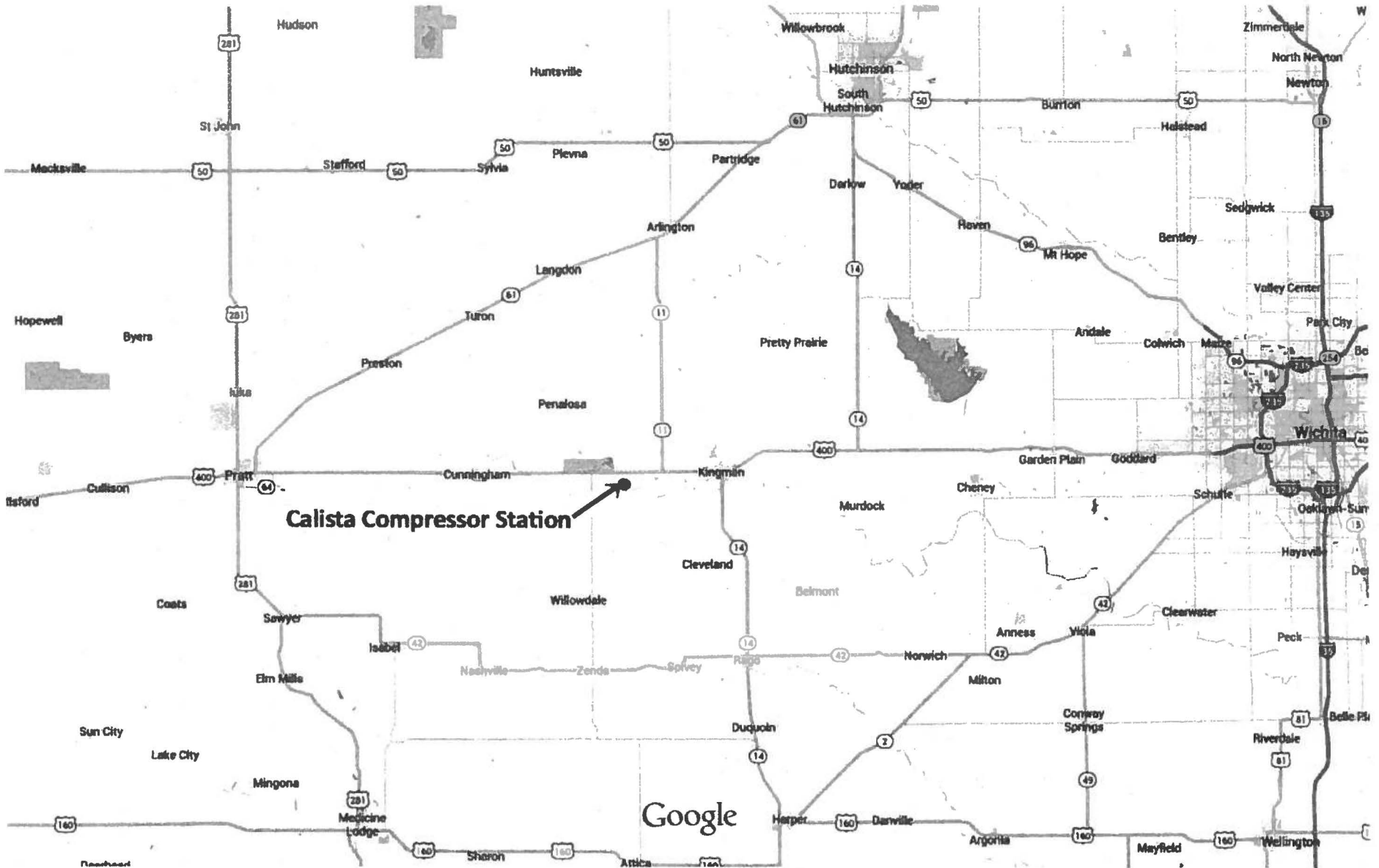


## Calista Compressor Station

Kingman, Kansas  
Facility Site Aerial View

Aerial Photograph Source: FSA National  
Agriculture Imagery Program (NAIP) 2010

# Attachment A: Calista Compressor Station Map

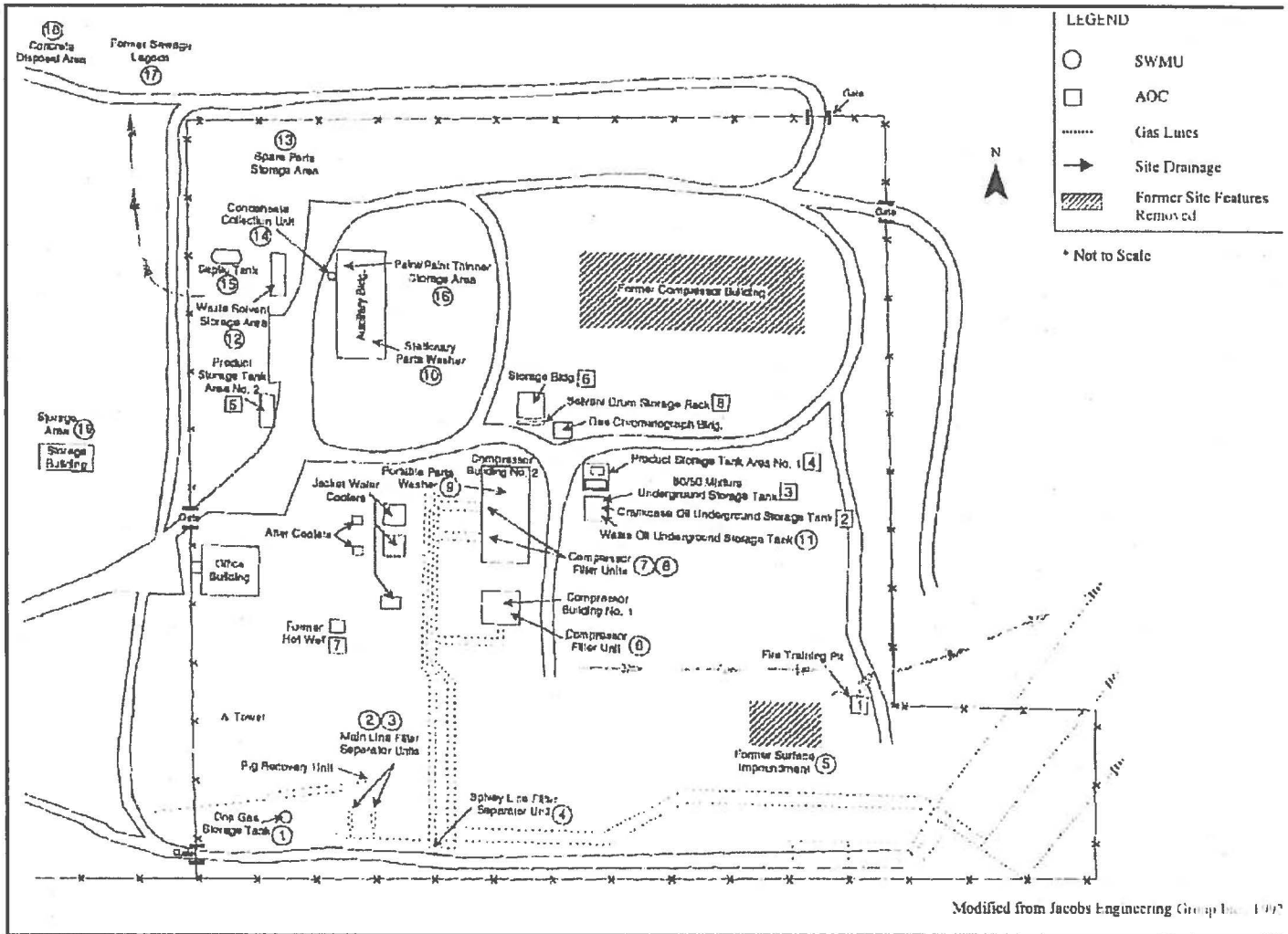


**Calista Compressor Station**

# Attachment B

## Map of Solid Waste Management Units and Areas of Concern

(Provided courtesy of KDHE)



Modified from Jacobs Engineering Group Inc. 1997

**ATTACHMENT C**  
**SCOPE OF WORK**  
**AT THE**  
**CALISTA COMPRESSOR STATION SITE**  
**EPA ID: KSD981720923**  
**990 SW 70TH AVENUE**  
**KINGMAN, KS 67068**

**1.0 INTRODUCTION**

The purpose of this Scope of Work (SOW) for the Calista Compressor Station facility located at 990 SW 70<sup>th</sup> Avenue in Kingman, Kansas (hereinafter "Facility") is to define the requirements, standards and guidelines that shall be followed by One Gas to accomplish the following Tasks:

**Task I: Description of Current Conditions** - One Gas has conducted an update of the document titled *Summary of Site Activities and Historical Data Analysis*, dated October 2012 to address comments provided by the EPA in a letter dated June 13, 2013. One Gas provided the revised report to the EPA on June 19, 2014 for review and approval in accordance with Section X (Agency Approvals) of the Administrative Order on Consent (Order).

**Task II: RCRA Facility Investigation (RFI)** - One Gas and the EPA have agreed on the RFI Worksheet (Attachment E) that provides for the investigation and characterization of the source(s) of contamination and the nature, extent, direction, rate, movement and concentration of source(s) of contamination and releases of hazardous wastes and/or hazardous constituents that have been or are likely to be released into the environment from the Facility.

- a. Phase I of the RFI includes the scope of work detailed in the RFI Worksheet. Elements of past investigations and reports, including the updated "Summary of Site Activities and Historical Data Analysis" as provided in Task I above, can be referenced and/or utilized for the RFI.
- b. Phase II of the RFI will be based on review of the information obtained from Phase I activities, and will include investigation of the Deep Aquifer and Seeps, as described on the RFI Worksheet and in subsequent work plans developed in support of the worksheet.

**Task III: Vapor Intrusion Sampling** - If required based on the RFI results, One Gas shall conduct Vapor Intrusion Sampling and Analysis to assess indoor air quality for volatile organic compounds (VOCs) in any facility buildings where vapor intrusion may pose a potentially unacceptable risk to occupants.

**Task IV: Risk Assessment** - Upon completion of an approved RFI, and if requested by the EPA, One Gas shall conduct (1) a Human Health Baseline Risk Assessment, and (2) and an Ecological Risk Assessment.

**Task V: Corrective Measures Study (CMS)** – If required by the EPA, One Gas shall perform a CMS to identify and evaluate potential remedial alternatives for releases that have been identified at the Facility.

**Task VI: Corrective Measures Implementation (CMI)** – If required by the EPA, One Gas shall perform CMI to implement the EPA-selected remedy to prevent, mitigate, and/or remediate any migration or release of solid and/or hazardous wastes and/or hazardous constituents at and from the Facility. The CMI shall also include remediation of any off-site contamination originating from the Facility.

**Task VII: Interim Measure** – One Gas shall perform any other activities necessary to correct or evaluate actual or potential threats to human health or the environment resulting from the release or potential release of solid and/or hazardous waste or hazardous constituents at or from the Facility. Upon written request or approval by the EPA, One Gas shall conduct Interim Measures (IMs) to prevent, mitigate, or remediate any migration or release of hazardous wastes and/or hazardous constituents from the Facility to prevent immediate or potential threat to human health and the environment.

In accomplishing the above Tasks, One Gas shall comply with the provisions of the corresponding Administrative Order on Consent, Docket No. RCRA 07-2012-0017 between the United States Environmental Protection Agency (EPA) and One Gas; this SOW; the *RCRA Corrective Action Plan*, EPA/520-R-94-004, OSWER Directive 9902.3-2A, May 1994; and all applicable EPA guidance, (including, but not limited to, the guidance documents referenced in the Order and this SOW). The SOW for currently identified work to be performed pursuant to the Order is set forth below.

## 2.0 **TASK I: DESCRIPTION OF CURRENT CONDITIONS**

One Gas has conducted an update of the report titled *Summary of Site Activities and Historical Data Analysis* (dated October 2012) and provided updated information on facility conditions and investigations completed since the date of the report. One Gas and the EPA have agreed on further activities described in Attachment E. One Gas provided the revised report to the EPA on June 19, 2014 for review and approval in accordance with Section X (Agency Approvals) of the Order.

## 3.0 **TASK II: RCRA FACILITY INVESTIGATION (RFI)**

A. **Purpose** – One Gas shall conduct an RFI to provide data of sufficient quality (e.g., quality assurance procedures have been followed and these procedures are documented) and quantity to complete the investigation and characterization of the source(s) of contamination, to describe the three-dimensional nature and extent of source(s) of contamination and releases of hazardous wastes and/or hazardous constituents that have been or are likely to be released into the environment from regulated units (defined in 40 CFR § 264.90), Solid Waste Management Units (SWMUs), Areas of Concern (AOCs) and other areas, and to support the development of a CMS Report. This process shall conform to EPA's *RCRA Corrective Action Plan* and all other applicable EPA guidance.

B. **Scope** - The RFI shall consist of four subtasks:

1. RFI Work Plan;
2. Documents Supporting the RFI Work Plan,



3. RFI Report; and

4. Quarterly Summary Progress Reports.

C. **RFI Work Plan** - Within the timeframes specified in the Order, One Gas shall prepare an RFI Work Plan to support and guide the work necessary to characterize the nature and extent of contamination in soils, groundwater, and surface water. The RFI Work Plan shall include the collection and analysis of information on groundwater, soils, surface water, and sediment contamination in the vicinity of the Facility, as described in the RFI Worksheet (Attachment E) to this Order. The scope of work for the deep aquifer and seep sampling will be developed at a later date. Site-wide groundwater will be assessed in accordance with approved work plans developed in support of Attachment E and Phase II activities. Previously collected data will be utilized during development of the RFI Work Plan. During the RFI, it may be necessary to revise the approved RFI Work Plan to increase the amount or type of information collected to accommodate facility-specific situations or to perform subsequent phases of the RFI. The EPA will review and approve or modify these submittals in accordance with Section X (Agency Approvals) of the Order. Previous investigation results can be utilized and referenced as applicable to meet the requirements of the RFI discussed in this section. The RFI Work Plan shall include the efforts necessary to gather the following information:

1. **Facility Background** – One Gas shall summarize the facility's regional location, adjacent land use, general facility physiography, hydrogeology, and historical use of the facility for the treatment, storage or disposal of solid and hazardous waste. The data gathered during any previous investigations or inspections and other relevant data may be included. The RFI Work Plan shall at a minimum include:

a. Operational and Release History;

1) A definition of the horizontal and vertical extent of contamination, including impacted soils, sediments, soil gas/vapor, groundwater, and surface water;

2) Characterization and sampling of all disposal, spill, and/or release areas into the soil and/or sediment including but not limited to the following SWMUs and AOCs:

- Storage units and areas (Condensate Drip-gas Storage Tanks, Waste Solvent Storage Area, Spare Parts Storage Area, After-Cooler Condensate Storage Tank, Paint/Paint Thinner Storage Area, Used Oil Underground Storage Tank, Waste Oil Aboveground Storage Tank, Aboveground Storage Tank Area, Product Storage Tanks Areas, Storage Building, Solvent Drum Storage Rack, Product Underground Storage Tanks);
- Current and historical process areas (Old Cooling Tower Site, Main-Line Filter Separator Units, Spivey-Line Filter Separator Unit, Compressor Filter Units, Graymills Portable Parts Washer, Graymills Stationary Parts Washer);
- Miscellaneous units (Septic Tank, Former Sewage Lagoon, Fire Training Pit, Hot Well, Concrete Disposal Area,); and

- Areas of any known spills and releases.
- b. **Maps** - The RFI Work Plan shall include maps depicting the following information. All maps shall be of sufficient detail, accuracy, and of appropriate scale to locate and report all current and future work performed at the facility. A number of maps and or figures may be necessary since different scales are necessary in order to appropriately depict large or small areas of the facility and, possibly, individual study areas;
- 1) General geographic location of the facility using an appropriate scale in order to clearly show all surrounding property boundaries, with the owners of all adjacent property clearly indicated;
  - 2) Topography (with a contour interval sufficient to depict the following features), and surface drainage depicting all waterways, wetlands, flood plains, recharge areas, water features, drainage patterns, and surface water containment areas on or adjacent to the facility;
  - 3) All tanks, buildings, landfills, piles, utilities, paved areas, easements, rights-of way, and other features;
  - 4) All SWMUs and AOCs at the facility, including both those areas which are currently in use and those used in the past;
  - 5) All underground tanks and piping at the facility used for product, water or waste, including both those tanks and piping which may currently be used and those used in the past;
  - 6) Surrounding land uses (i.e., residential, commercial, agricultural, etc.); and
  - 7) The location of all production, domestic, and groundwater monitoring wells on the entire facility and within a 1-mile radius of the facility boundary based upon publicly available information at [www.kgs.ku.edu/Magellan/WaterWell](http://www.kgs.ku.edu/Magellan/WaterWell). These wells shall be clearly labeled with ground and top of casing elevations and construction details included.
2. **Source Characterization** - Available analytical data shall be summarized to characterize the wastes and the areas where wastes have been placed, collected, released or removed including: type; quality; physical form; disposition (containment or nature of disposal); and any facility characteristics that may affect or have affected a release (e.g., facility security, engineered barriers). This shall include quantification of the following specific characteristics, at each source area:
- a. Unit/disposal area characteristics, including location of unit/disposal area, type of unit/disposal area, design features, operating practices (past and present), period of operation, age of unit/disposal area, general physical condition, and method used to close the unit/disposal area (if applicable); and

- b. Waste characteristics, including the type of waste placed in the unit, hazardous waste classification (e.g. ignitable, corrosive, reactive, characteristic, and/or listed), physical and chemical characteristics, and quantity of waste per unit or disposal area.
  - c. An evaluation of past facility practices to determine the types of wastes and/or materials disposed of, spilled, and/or released; the location(s) of disposal areas, spills, and/or releases; and the period(s) of disposal, spills and/or release. The evaluation may be accomplished through a combination of interviews with past employees, a critical review of aerial photographs, subsurface soil investigations, and groundwater investigations.
3. **Site-Specific Information** - Characterization activities as provided in work plans developed in support of Attachment E and Phase II activities, shall address and/or include the following activities:
- a. Perform an investigation using a Geoprobe/direct push probe or other technology suitable for site conditions, initially for the determination of soil source areas, monitoring well locations, free product extent, and dissolved phase plume extent;
  - b. Installation of groundwater monitoring wells during Phase II RFI activities to assist in determining the nature of groundwater occurrence and flow beneath the entire facility. The monitoring wells will be installed into all affected aquifers. One Gas must obtain EPA approval for monitoring well construction details and locations. All groundwater monitoring wells must be constructed in accordance with ASTM D5092-04e1 Standard Practice for Design and Installation of Groundwater Monitoring Wells and all applicable state regulations. Monitoring wells shall also be used to determine interconnectivity between the upper and lower aquifer and if there is cross-contamination between aquifers. (Additional data collection activities such as collection of monthly water levels, performance of aquifer testing, water balance calculations, evaluation of seasonal fluctuation in groundwater levels, seasonal gradient, and flow rates and directions may be required.);
  - c. The list of constituents to be sampled shall include only those constituents that are appropriate to the Facility and the contamination reasonably expected to be encountered there. It is anticipated that the initial analyses for samples collected at the facility, at the very least, will include, but not be limited to the following constituents. (Note: future sampling events may include a different analyte list depending on initial sampling results.)
    - 1) VOCs;
    - 2) Gasoline-range organic compounds;
    - 3) Diesel-range organic compounds; and
    - 4) Metals (for the purposes of this SOW, "Metals" include the eight RCRA Metals, concentrations of total chromium and/or hexavalent chromium, as noted on the RFI Worksheet (Attachment E)).

- d. A determination of the horizontal and vertical extent of contaminants in facility soils and the affected aquifer(s);
- e. A determination of contaminant migration pathways and the persistence of contaminants and related impacts;
- f. A determination of seasonal variations of groundwater characteristics;
- g. A discussion demonstrating how the existing and planned groundwater monitoring wells will assist in assessing the need for vapor intrusion air evaluation described in the VISAP below;
- h. A description of the local (e.g., county) and facility-specific geologic and hydrogeologic characteristics affecting groundwater flow beneath the Facility, including:
  - 1) Local (e.g., county) and Facility-specific stratigraphy;
  - 2) Local (e.g., county) and Facility specific groundwater flow patterns;
  - 3) Sampling and analysis of seeps occurring along the river banks in the vicinity of the Facility shall be conducted as described in work plans developed in support of Attachment E.
  - 4) Seasonal variations in the groundwater flow regime.
- i. An analysis of any topographic features that might influence the groundwater flow system;
- j. A description of the physical and chemical properties of groundwater (e.g., geochemical parameters, nature of contaminants, etc.) observed in monitoring wells and borings at the facility;
- k. Based upon site-specific subsurface sampling, logging, and testing, a representative and accurate classification and description of the hydrogeologic units which may be part of the migration pathways at the facility (i.e., the aquifers and any intervening saturated and unsaturated units), including:
  - 1) Hydraulic conductivity, and porosity (total and effective);
  - 2) Lithology, grain size; and
  - 3) An interpretation of hydraulic interconnections between saturated zones.
- l. Based on field studies and cores, cross-sections showing the extent (depth, thickness, lateral extent) of hydrogeologic units which may be part of the migration pathways identifying:
  - 1) Sand and gravel in unconsolidated deposits;

- 2) Zones of fracturing or channeling in consolidated or unconsolidated deposits;
  - 3) Zones of higher or lower permeability that might direct and restrict the flow of contaminants;
  - 4) The uppermost aquifer and water-bearing zones above the first confining layer that may serve as a pathway for contaminant migration including perched zones of saturation; and
  - 5) All other geologic formations, or parts thereof yielding a significant amount of groundwater.
- m. Based on data obtained from groundwater monitoring wells and piezometers installed upgradient and downgradient of the potential contaminant source, a representative description of water level monitoring including:
- 1) Water level contour and/or potentiometric maps for each hydrogeologic unit;
  - 2) Hydrologic cross-sections showing vertical gradients;
  - 3) The flow system, including the vertical and horizontal components of flow;
  - 4) Hydraulic gradients of aquifers and any temporal changes affecting groundwater direction flow and hydraulic gradients, (e.g., seasonal influences); and
  - 5) The location of all groundwater monitoring wells, agricultural and residential groundwater wells within a one-mile radius of the Facility identified through publicly available information at [www.kgs.ku.edu/Magell/WaterWell](http://www.kgs.ku.edu/Magell/WaterWell). The location of all such wells shall be clearly identified on the map and information provided as to the elevations of the ground level at the well and the top of the casing; and
- n. A description of man-made influences that may affect the hydrogeology of the site.

**D. Documents Supporting the RFI Work Plan** - Within the timeframes specified in the Order, One Gas shall prepare the supporting documents identified below to support and guide the work necessary to characterize the nature and extent of contamination in soils, groundwater, surface water, and indoor air. During the RFI, it may be necessary to revise the approved RFI Work Plan to increase the amount or type of information collected to accommodate facility-specific situations or to perform subsequent phases of the RFI. The EPA will review and approve or modify these submittals in accordance with Section X (Agency Approvals) of the Order.

1. **Quality Assurance Project Plan (QAPP)** - To ensure that all information, data, and resulting decisions are technically sound, statistically valid, and properly documented, One Gas shall prepare a Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) to document all monitoring procedures, sampling, field measurements and sample analysis performed during the investigation to characterize the environmental setting, source(s), and extent and nature of contamination. One Gas shall use quality assurance, quality control, and chain-of-custody procedures approved by the

EPA. The QAPP must be prepared in accordance with the EPA *Requirements for Quality Assurance Project Plans* [EPA QA/R-5, EPA/240/B-01/003, March 2001] and following EPA *Guidance for Preparing Quality Assurance Project Plans* [EPA QA/G-5, EPA/240/R-02/009, December 2002] and EPA *Guidance on Choosing a Sampling Design for Environmental Data Collection* [EPA QA/G-5S, EPA/240/R-02/005, December 2002] and any subsequent revisions of these documents. The minimum elements that must be contained in One Gas' quality assurance program for data collection activities are located in Chapter One of EPA's publication SW-846, entitled *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods*. Additional requirements are included in the Order. Standard operating procedures (SOPs) shall be included as attachments to the plan(s) if SOPs are cited in the text.

2. **Sampling and Analysis Plan (SAP)** - The SAP shall outline the field investigation activities that will be conducted to determine the nature and extent of contamination associated with the Facility, and to fulfill the purpose and objectives of the RFI. The SAP should include the following at a minimum:
  - a. A brief description of the facility;
  - b. Clearly stated objectives for the specific sampling event, including the ultimate goal and/or use of the sampling data and the techniques that will ensure the samples will provide the required data;
  - c. A discussion of sampling procedures which shall include: sampling locations; field quality control samples; analyses to be conducted including analytical method numbers, sample containers, sample handling, preservation and shipment; and chain-of-custody procedures;
  - d. A discussion of sample analytical methodologies and procedures which shall include: identification of the contracted laboratory, sample storage and preparation procedures, sample matrix, analytical methods, method detection limits, precision and accuracy of the methodology and potential interferences;
  - e. Monitoring well and soil boring location, construction, installation, development and sampling procedures; and
  - f. A discussion of the laboratory's internal quality control checks, type and frequency of laboratory performance and system audits including: method blanks, laboratory control samples, calibration check samples, replicate samples, matrix-spike samples, "blind" quality control samples, surrogate samples and recoveries, preventative maintenance procedures and schedules, laboratory corrective actions, and sample turnaround times.
3. **Health and Safety Plan (HSP)** – One Gas shall submit a site-specific HSP for all field activities. This document may be subject to review and comment, but not approval, by the EPA.



4. **Schedule for Facility Investigation** - Schedules should be as detailed as possible, but can be represented as a series of contingent activities (e.g., sampling beginning within 120 days of RFI Work Plan approval, etc.).

E. **RFI Report** - In accordance with timelines specified by the project schedule in the approved RFI Work Plan, One Gas shall submit to the EPA an RFI Report. The RFI Report shall include an analysis and summary of all results obtained during the RFI. This data shall be sufficient to define the three-dimensional extent, origin, direction, and rate of movement of contaminants on-site and off-site. If indicated by sampling results, the EPA may require One Gas to collect and present additional information beyond the scope of the approved RFI Work Plan in order to accomplish the purpose and objectives of the RFI. The EPA will review and approve or modify this submittal in accordance with Section X (Agency Approvals) of the Order.

1. The Phase I RFI Report shall present and analyze all information on groundwater and soils in the vicinity of the Facility. The Phase II RFI Report shall present and analyze all information on groundwater, soils, or other media investigated during Phase II RFI activities. This data shall be sufficient to define the extent, origin, direction, and rate of movement of contaminants on-site and any off-site areas investigated during Phase II RFI activities.
2. The following information, at a minimum, must be included in the RFI Report:
  - a. **Hydrogeology Characterization** - Describe the hydrogeologic conditions at the Facility and the extent of groundwater impacts associated with the contaminants originating from the site. See Section 3.C. of this SOW for data needs.
  - b. **Soils and Bedrock Characterization** - Characterize the soil and rock units potentially affected by releases. Such characterization may include but not be limited to, the following information:
    - 1) A description of the horizontal and vertical extent of contamination both on-site and off-site, as applicable;
    - 2) Specific contaminant concentrations and direction of contaminant movement;
    - 3) A description of contaminant and soil chemical properties which affect contaminant migration;
    - 4) Background soil contaminant levels;
    - 5) Depth to groundwater;
    - 6) Bedrock characteristics (e.g., depth to bedrock, bedrock stratigraphy, fractures, geologic features, permeability and other hydraulic properties) relative to potential occurrence and migration of any contaminants;
    - 7) An extrapolation of potential future contaminant migration.

- i. The number and description of all potential receptors (i.e., on-site workers, threatened and endangered species, wetlands, etc.) present at the facility;
  - ii. The analytical results of soil samples collected during the facility characterization including descriptions of potential or actual contamination affecting the soil exposure pathway; and
  - iii. A discussion relating to potential contaminant migration in all affected media.
- 8) Characterization of the lithology and stratigraphy of the soils and bedrock at and beneath the facility including:
- i. Soil characteristics (e.g., soil type, leachability) relative to potential occurrence and migration of any contaminants;
  - ii. The physical characterization of the unconsolidated profile, including an evaluation of unit morphology, unit thickness, and hydraulic properties;
  - iii. A determination of all potential contaminant migration pathways and the persistence of the contaminants and related impacts; and
  - iv. A determination of the extent of contaminant migration in soil and bedrock adjacent to potential sources.
- c. **Surface Water and Sediment Characterization** - Characterize any surface water bodies investigated during Phase I or II activities in the vicinity of the facility that have been determined to be affected by contaminant releases from the Facility. The Report shall also characterize any contamination from storm water runoff, as applicable. Information must be provided for the following:
- 1) Description of the temporal and permanent surface water bodies;
  - 2) Local hydrology (including the names of each water body draining the facility and to a point two (2) miles downstream of the facility);
  - 3) The location of receptors within the surface water pathway, including drinking water intakes and fisheries within the surface water pathway;
  - 4) The analytical results of any surface water samples collected during site characterization, including descriptions of contamination of the surface water pathway; and
  - 5) A discussion of any impacts to the media.
- d. **Groundwater Contamination** - The RFI Report shall characterize any plumes of contamination in all affected aquifers on the Facility (free product and dissolved phase groundwater plumes) and any off-site plumes originating from the Facility. This investigation at a minimum will provide the following information:

- 1) A description of the horizontal and vertical extent of any potential groundwater contamination (immiscible or dissolved) originating from the Facility;
  - 2) The direction (horizontal and vertical) and velocity of contaminant movement;
  - 3) The horizontal and vertical concentration profiles of all site-specific constituents of concern (including dissolved and any immiscible liquids) in the plume(s) as depicted using isoconcentration maps and cross sections;
  - 4) An evaluation of factors influencing contaminant migration in the subsurface;
  - 5) An extrapolation of potential future contaminant movement;
  - 6) Local (e.g., county) and Facility-specific geology and hydrogeology;
  - 7) Confining layers, depth, hydraulic conductivity, effective porosity and permeability of each aquifer;
  - 8) The number of groundwater users within a one-mile radius of the facility available from public information at [www.kgs.ku.edu/Magellan/WaterWell](http://www.kgs.ku.edu/Magellan/WaterWell);
  - 9) The analytical results of groundwater samples collected during site characterization, including descriptions of potential or actual contamination of sampled groundwater wells;
  - 10) A discussion relating to the affected media;
  - 11) A comprehensive table of all groundwater sampling results for current and past investigations (including dates and sample locations). This table should also include the Maximum Contaminant Levels (MCLs) and/or EPA Regional Screening Levels (RSLs) for contaminants without MCLs on each page; and
  - 12) Figures that depict cross sections and water table/groundwater flow direction, isoconcentration maps for all contaminants above MCLs or EPA RSLs.
- e. **Data Analysis** - The RFI Report shall include analyses and summary of all facility investigations and their results. This analysis shall include a description of the extent of contamination (qualitative/quantitative) in relation to background levels indicative of the area and the level of certainty of its conclusions. In addition to tabulating the data results, all laboratory analytical data should be validated and attached for submittal to the EPA.
- f. **Interim Measures (IMs)** - The RFI Report shall report on any IMs/additional work conducted or planned pursuant to this SOW or the Order.
- F. **Quarterly Summary Progress Reports** - Progress Reports must be submitted as required by the Order. One Gas shall include the following information regarding work performed under the Order in the Progress Reports:

1. A brief description of all of the IM, RFI, CMS or CMI activities, as appropriate, completed during the reporting period;
2. A brief description of all changes made to the IM, RFI, CMS, or CMI during the reporting period;
3. Summaries of all contacts, during the reporting period, with representatives of the local community, public interest groups or State government concerning work performed under the Order at the facility;
4. Summaries of all significant problems encountered during performance of work under the Order and how the problems were solved;
5. Changes in project coordinator, principal contractor, laboratory, and/or consultant during the reporting period;
6. Projected work for the next reporting period;
7. Other relevant documentation, including, but not limited to copies of laboratory/monitoring data received and/or generated during the reporting period;
8. Other activities conducted by the facility (e.g., Project Specific Reporting Requirements); and
9. Conclusions and Recommendations.

**4.0 TASK III: Potential Need for Vapor Intrusion Investigation and Vapor Intrusion Sampling and Analysis Plan for Occupied Structures (VISAP)**

- A. **Purpose** - If site-specific factors indicate a potential vapor intrusion risk exists, the EPA may require One Gas to submit a Work Plan to characterize the potential for vapor intrusion of volatile organic compounds (VOCs) to indoor air at the Facility and at off-site properties for any VOC plumes originating from the Facility and any potential vapor intrusion from contaminated soils via preferential pathways (e.g., utility corridors).
- B. **Scope** - The Vapor Intrusion Characterization (VIC) work plan and VISAP shall outline how the vapor intrusion pathway will be investigated at on-site buildings and off-site buildings, as applicable. The work plan and subsequent investigation should be conducted in a manner consistent with USEPA's 2015 vapor intrusion guidance (or updates), and any other EPA or EPA-accepted guidance documents regarding vapor intrusion.
  1. The risk-based screening criteria for indoor air exposure shall be based on the most recently published EPA Regional Screening Levels which can be found at: [http://www.epa.gov/reg3hwmd/risk/human/rb-concentration\\_table/Generic\\_Tables/index.htm](http://www.epa.gov/reg3hwmd/risk/human/rb-concentration_table/Generic_Tables/index.htm).
  2. Assessment of the indoor air in all occupied buildings posing a potential vapor intrusion risk to occupants at the Facility shall be performed in accordance with EPA-approved methodologies to confirm whether vapor intrusion at concentrations above human health risk-based levels is occurring in structures over the VOC plume(s) or contaminated soils.

One Gas has identified the Main Office Building and the "New Building" as the only occupied structures at the facility at this time. The following information shall be collected:

- Indoor air surveys documenting the presence/absence and use of products containing VOCs which may interfere with air sampling results;
  - Ambient outdoor levels of VOCs during sampling;
  - Meteorological conditions during sampling; and
  - Documentation of physical characteristics of the building being sampled including, but not limited to, the type of foundation and its integrity.
3. Assessment shall include definition of areas with groundwater contamination. If any new areas of groundwater contamination are discovered, indoor air in additional occupied structures shall be assessed as warranted (e.g., if there is an off-facility plume and a potentially affected residence). One Gas may propose additional work or will conduct such work upon notification from the EPA of the need to initiate additional indoor air monitoring.
4. The VISAP shall include, but not be limited to the following:
- a. Indoor air sampling methodologies and procedures including at least the following:
    - 1) Collection of indoor air samples and sub-slab samples in all potentially affected areas/buildings with potentially unacceptable risk to occupants. Locations and numbers of samples will be determined by facility conditions. Samples must be collected for a period of time to measure temporal changes.
    - 2) Collection of each sample for at least an eight (8) hour period (or work day equivalent) for commercial or industrial settings, as recommended by current guidance. This monitoring period may change as vapor intrusion guidance continues to evolve.
    - 3) Analysis for VOCs and other constituents that have historically or are currently being used and others that may pose an indoor air threat (i.e., benzene, ethylbenzene, and methyl tertbutyl ether (MTBE), tetrachloroethylene (PCE), vinyl chloride (VC)). For the purposes of this Order, these VOC's are the primary chemicals of concern (COCs) for indoor air;
    - 4) Attainment of a calculated method detection limits (MDLs) capable of detecting constituents at current EPA screening levels using Method TO-14 or TO-15. The use of the SIM mode for VI sampling via TO-15 may be needed if lower MDLs are warranted with the indicated COCs.
  - b. If a single sampling event produces information that warrants more immediate remedial action, One Gas may take immediate actions as necessary upon EPA approval.

- c. The VISAP shall include the use of standards (as required by the method and/or laboratory) and audit samples to verify COC MDLs and a QAPP (including a Data Collection Quality Assurance Plan).
  - d. If applicable, an indoor air sampling communication strategy shall be included in the Public Participation Plan to inform potentially affected individuals of the need for indoor air monitoring of structures, to coordinate sampling access, and to communicate results.
5. **Vapor Intrusion Characterization (VIC) Report** - In accordance with the schedule in the EPA-approved VIC Work Plan, One Gas shall submit a VIC Report which provides the sample locations, sampling information, figures depicting sampling locations, and analysis of data resulting from the characterization of the potential for vapor intrusion. The VIC Report shall define the nature and extent of subslab soil vapor contamination greater than human-health risk-based levels approved by the EPA. The VIC Report shall be reviewed and approved by the EPA in accordance with approval and/or modification procedures in Section X (Agency Approvals) of the Order.

#### 5.0 **TASK IV: HUMAN HEALTH RISK AND ECOLOGICAL RISK ASSESSMENTS**

- A. **Purpose** – If requested by the EPA, One Gas shall perform a Baseline Human Health Risk Assessment in order to determine and quantify all risks to human health resulting from all contaminated media at the Facility as determined by the approved RFI. If requested by the EPA, One Gas shall also perform a streamlined Ecological Risk Assessment to determine and quantify all ecological risks resulting from all contaminated media at the Facility as determined by the approved RFI. The ecological risk assessment shall include screening of site sampling results against ecological screening levels and a habitat survey.
- B. **Work Plan** – One Gas shall prepare a work plan for performing the human health baseline risk assessment in accordance with EPA's *Risk Assessment Guidance for Superfund*, EPA/540/1-89/002 (December 1989) and any subsequent updates, revisions, or amendments and submit this work plan to EPA for review. For the ecological risk assessment, One Gas shall prepare a work plan in accordance with EPA's *Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments*, EPA/540-R-97-006 (July 1997), and any subsequent updates, revisions, or amendments and submitting this work plan to the EPA for review.
- C. **Reporting** - Upon completion of the Baseline Human Health Risk Assessment and Ecological Risk Assessment, One Gas shall prepare reports for each and submit to the EPA for review. The reports shall present, at a minimum, all environmental data, models, assumptions, and calculations utilized to assess and quantify all risks evaluated. The reports shall present and summarize all conclusions derived from performing the risk assessments.

#### 6.0 **TASK V: CORRECTIVE MEASURES STUDY (CMS)**

- A. **Purpose** – If required by the EPA, One Gas shall conduct a Corrective Measures Study (CMS) that identifies, compares, and recommends alternative potential remedies to address the contamination at and/or originating from the Facility to protect human health and the environment. The CMS shall provide sufficient information to support the selection of an



appropriate remedy and to support the implementation of corrective measures. The CMS shall also include a comprehensive evaluation of any current corrective action measures or IMs using data obtained from the RFI. The scope of the CMS shall also address remediation of any off-site contamination originating from the Facility. This process shall conform to EPA's *RCRA Corrective Action Plan* and other applicable EPA guidance.

**B. Scope** — The CMS shall consist of the following components:

1. CMS Work Plan;
2. CMS Report;
  - a. Introduction/Purpose;
  - b. Description of Current Conditions;
  - c. Corrective Action Objectives;
  - d. Identification, Screening and Development of Corrective Measures Alternatives;
  - e. Evaluation of a Final Corrective Measure Alternative;
  - f. Recommendation by One Gas for a Final Corrective Measures Alternative; and
  - g. Public Involvement Plan, if needed.
3. Progress Reports.

**C. CMS Work Plan** – If required by the EPA, and within the timeframes specified in the Order, One Gas shall prepare a CMS Work Plan which includes the following elements:

1. A site-specific description of the overall purpose of the CMS;
2. A description of the corrective measure objectives, including proposed target media cleanup standards (e.g., promulgated federal and state standards, risk derived standards) and points of compliance;
3. A description of the specific corrective measure technologies and/or corrective measure alternatives which will be studied;
4. A description of the general approach to investigating and evaluating potential corrective measures;
5. A detailed description of any proposed pilot, laboratory and/or bench scale studies; and
6. A proposed outline for the CMS Report including a description of how information will be presented.

**D. CMS Report** – If required by the EPA, and within the time frames specified in the Order, One Gas shall submit to the EPA for approval a CMS Report. The CMS Report shall describe how alternatives provide human health and environmental protection and attain

media cleanup standards selected by the EPA. One Gas shall describe how measures control the sources of releases and reduce or eliminate to the maximum extent possible further releases. One Gas shall identify/develop methods to comply with standards for the management of wastes generated during corrective measures. The CMS Report shall provide a detailed evaluation of corrective measure alternatives and a recommendation as to the alternative (or alternatives) which should be selected to address contamination originating at all SWMUs and/or AOCs at the Facility. The CMS report shall address all items set forth in this Task, below. The EPA will review and approve or modify this submittal in accordance with Section X (Agency Approvals) of the Order. Irrespective of an approved CMS Work Plan, the EPA may request that One Gas collect, present and/or analyze additional information beyond the scope of the approved CMS Work Plan and the following list to accomplish the purpose and objectives of the CMS. The following information must be included in the CMS Report:

1. **Statement of Purpose** - The CMS Report shall describe the purpose of the document and provide a summary description of the project.
2. **Description of Current Conditions** - The CMS Report shall include a brief discussion of any new information that has been developed since the RFI.
3. **Corrective Action Objectives** - The CMS Report shall describe and propose One Gas' corrective action objectives. Specifically, One Gas shall propose applicable media cleanup standards for each medium where Facility-related contamination poses an unacceptable risk to human health and the environment. The CMS Report shall explain how these objectives are protective of human health and the environment and are consistent with EPA guidance and the requirements of applicable federal statutes. Final corrective action objectives will be determined by the EPA when the final corrective action remedy is selected.
  - a. **Groundwater Protection Standards** - The RFI Report shall provide information to support the Agency's selection/development of Groundwater Protection Standards for all of the constituents found in the groundwater during the RFI.
  - b. **Soil Cleanup Standards** - The CMS Report shall provide information to support the Agency's selection/development of Soil Cleanup standards.
  - c. **Indoor Air/Vapor Intrusion Standards**- The CMS Report shall provide information to support the Agency's selection/development of Indoor Air/Vapor Intrusion standards, if requested.
  - d. **Other Relevant Protection Standards** - The CMS shall identify all relevant and applicable standards for the protection of human health and the environment (e.g., National Ambient Air Quality Standards, Federally-approved state water quality standards, site specific risk-based media cleanup standards, surface water and sediment cleanup standards, air cleanup standards, etc.). All standards shall be developed in accordance with EPA guidance and the requirements of applicable federal statutes.

4. **Potential Receptors** - The CMS Report shall present data describing human populations and environmental systems that currently or potentially are at risk of contaminant exposure from the Facility, as defined in the human health and ecological risk assessments.
5. **Identification, Screening, and Development of Corrective Measure Alternatives**
  - a. The CMS Report shall list and describe potentially applicable technologies for each affected media that may be used to achieve the corrective action objectives proposed by One Gas. The CMS Report shall include a table that summarizes the available technologies; and
  - b. Screening of Technologies - The CMS Report shall present a screening of corrective measures technologies to demonstrate why certain corrective measures technologies may not prove feasible to implement given the existing set of waste and facility-specific conditions. This screening process must use consistent, defensible, and quantitative evaluation criteria to the extent possible.
6. **Corrective Measure Development**
  - a. The CMS Report shall assemble the technologies that pass the screening step into specific alternatives that have the potential to meet the corrective action objectives for all media; and
  - b. Each alternative proposed in the CMS Report shall consist of an individual technology or a combination of technologies used in parallel or in sequence (i.e., a treatment train). Different alternatives may be considered for separate areas of the Facility. The developed alternatives shall be carried forward for evaluation using the EPA's four Screening Criteria and five Balancing Criteria.
7. **Screening Criteria** - For each remedy which warrants a more detailed evaluation, the CMS Report shall provide detailed documentation of how the potential remedy will comply with each of the Threshold Screening Criteria listed below:
  - Be protective of human health and the environment;
  - Attain media cleanup standards set by the EPA;
  - Control the source(s) of releases so as to reduce or eliminate, to the extent practicable, further releases that may pose a threat to human health and the environment; and
  - Comply with any applicable standards for management of wastes.

Any corrective measure alternative proposed by One Gas in the CMS Report must satisfy the four Screening Criteria in order to be carried forward for evaluation using the Balancing Criteria. In evaluating the proposed corrective measure alternative or alternatives, One Gas shall prepare and submit information that documents that the proposed remedy will meet the standards listed above. A detailed explanation of the Screening Criteria is set forth in the *RCRA Corrective Action Plan*.
8. **Balancing Criteria** - Any remedy proposed by One Gas which meets the four Screening Criteria shall also be evaluated according to the five Balancing Criteria. These criteria

represent a combination of technical measures and management controls for addressing the environmental problems at the Facility. The five criteria are:

- Long-term reliability and effectiveness;
- Reduction in the toxicity, mobility or volume of wastes;
- Short-term effectiveness;
- Implementability; and
- Cost.

The CMS Report shall discuss and provide information on these criteria in the evaluation of corrective action alternatives. A detailed explanation of the Balancing Criteria is set forth in the *RCRA Corrective Action Plan*.

9. If the CMS Report proposes corrective measures that leaves contamination at the Facility at a level that does not allow for unrestricted use and unlimited exposure, One Gas shall include as a component of such corrective measures a plan to implement institutional controls (ICs) including engineering controls (ECs) to prevent unacceptable exposures to human health and the environment. Such a plan shall be consistent with EPA guidance including but not limited to "*Institutional Controls: A Site Manager's Guide to Identifying, Evaluating and Selecting Institutional Controls at Superfund and RCRA Corrective Action Cleanups*," EPA 540-F-00-005, OSWER 9355.0-74FS-P, September 2000 and the draft "*Institutional Controls: A Guide to Implementing, Monitoring, and Enforcing Institutional Controls at Superfund, Brownfields, Federal Facility, UST and RCRA Corrective Action Cleanups*" February 2003.
10. **Public Involvement Plan** – If determined necessary by the EPA, One Gas shall develop a Public Involvement Plan to educate and inform the public and other key stakeholders about facility conditions, to allow One Gas to gain an understanding of stakeholder concerns and interests, to allow for public input and ensure that public needs and concerns are considered in the RCRA Corrective Action process, and to keep interested parties informed of work progress.
11. **Quarterly Summary Progress Reports** – One Gas will, at a minimum, provide the EPA with quarterly progress reports, as described above.

## 7.0 **TASK VI: CORRECTIVE MEASURES IMPLEMENTATION (CMI)**

- A. **Purpose** – If required by the EPA, One Gas shall perform the Corrective Measures Implementation (CMI) that implements the remedy selected by the EPA to prevent, mitigate, and/or remediate any migration or release of solid and/or hazardous wastes and/or hazardous constituents at, and/or from, the Facility. This process shall conform to EPA's *RCRA Corrective Action Plan* and other applicable EPA guidance.

In the event that the future use of the site changes from that assumed in the EPA's Final Remedy Decision, One Gas may elect or the EPA may require One Gas to submit a revised CMS recommending a different corrective measure or measures. Concurrent with the submittal of a revised CMS may be the necessity to conduct additional investigations to supplement the RFI Report to support the CMS. Such additional investigations shall be

consistent with the RFI SOW and will be documented in the same manner and fashion as those conducted in the RFI.

- B. **Scope** - The CMI shall consist of the remedy and elements therein selected by the EPA for the Facility, and as specified in the CMI Work Plan.
- C. **CMI Work Plan** – If required by the EPA, and within the timeframe specified in the Order, One Gas shall submit a Corrective Measures Implementation (CMI) Work Plan to the EPA. The required CMI Work Plan shall specify the work required for the design, construction, implementation, and continued performance monitoring of the EPA's selected final corrective action(s) at the Facility. The EPA will review and approve or modify this submittal in accordance with Section X (Agency Approvals) of the Order. The CMI Work Plan shall include, at a minimum, the following elements:
1. **Introduction/Purpose:** A description of the purpose of the document and a summary description of the project;
  2. Summary of corrective action objectives;
  3. Description of the final corrective measure(s) selected by the EPA and the rationale for the remedy selection, including ICs, if any;
  4. Performance expectations;
  5. Preliminary design criteria and rationale;
  6. General O&M requirements;
  7. Startup Procedures, including all applicable system startup procedures, including operational testing;
  8. Performance and long-term monitoring requirements;
  9. Design and implementation considerations to implement the selected remedy, to include, but not be limited to:
    - a. Anticipated technical problems;
    - b. Additional engineering data that may be required;
    - c. A description of any permits and regulatory requirements; and
    - d. Access, easements and right-of-way.
  10. Cost estimates, including the capital and O&M costs for implementing the corrective action.
- D. **Project Schedule** - The CMI Work Plan shall also specify a schedule for key elements of the construction process, and for the initiation of all major corrective action construction tasks.

- E. **Updated QAPP, SAP, and HSP** - The CMI Work Plan also shall include updates of the referenced plans, either as amendments, or stand-alone documents. The updated Plans shall be revised as appropriate to address the requirements of implementing the final corrective actions for the Facility. The EPA will review and/or approve and/or modify all updates to the QAPP and SAP in accordance with Section X (Agency Approvals) of the Order. The HSP shall be submitted to the EPA for documentation; however, the EPA will not approve this submittal.
- F. **Operation and Maintenance (O&M) Plan** - Within the CMI Work Plan, One Gas shall also submit to the EPA an O&M Plan that outlines procedures for performing operations, long-term maintenance and monitoring of the final corrective action required by this SOW. The O&M component of the CMI Work Plan shall address all elements set forth below, including but not limited to, Project Management, Data Collection, Waste Management Procedures and Contingency Procedures.

The EPA will review and approve or modify this submittal in accordance with Section X (Agency Approvals) of the Order. The O&M Plan shall, at a minimum, include the following elements:

1. **Project Management** - Describe the management approach including levels of personnel authority and responsibility (including an organizational chart), lines of communication and the qualifications of key personnel who will operate and maintain the corrective action (including contractor personnel);
2. **System description** - Describe the corrective action components and identify significant equipment, as applicable to each selected corrective action alternative. Provide schematics or process diagrams to illustrate system design and operation;
3. **Personnel Training** - Describe the training process for O&M personnel, as applicable. One Gas shall prepare, and include the technical specifications governing the operation and on-going maintenance of contaminant mitigation systems, and the support requirements for the following:
  - a. Appropriate service visits by experienced personnel to supervise the installation, adjustment, start-up and operation of contaminant mitigation systems; and
  - b. Training covering appropriate operational procedures once the start-up has been successfully accomplished.
  - c. Start-Up Procedures - all applicable system start-up procedures including any operational testing;
  - d. O&M Procedures - all normal operation and maintenance procedures including:
    - 1) A description of tasks for operation;
    - 2) A description of tasks for maintenance;
    - 3) A description of prescribed treatment or operation conditions; and



- 4) A schedule showing the frequency of each O&M task.
- e. **Data Management and Documentation Requirements** - The O&M Plan shall specify that One Gas shall collect and maintain the following information:
- 1) Progress Report Information;
  - 2) Monitoring and Laboratory data;
  - 3) Records of operating costs; and
  - 4) Personnel, maintenance and inspection.
- f. **Application of QAPP** - Reference the approved updates to the QAPP and describe actions necessary to apply the QAPP to ensure that all information, data and resulting decisions are technically sound, statistically valid and properly documented.
- g. The O&M Plan shall specify a replacement schedule for equipment and installed components;
- h. **Waste Management Practices** - Describe any solid wastes/hazardous wastes which may be generated by the operation of the corrective measures components and describe how they will be managed;
- i. **Contingency Procedures** - Describe, as applicable, the following types of contingency procedures necessary to ensure system operation in a manner protective of human health and the environment:
- 1) Procedures to address system breakdowns and operational problems including a list of redundant and emergency back-up equipment and procedures;
  - 2) Alternative procedures to be implemented if the corrective measure systems suffer complete failure. The alternative procedures must be able to achieve the performance standards for the corrective measures until system operations are restored;
  - 3) The O&M Plan shall specify that, in the event of a major breakdown and/or the failure of the corrective measures, One Gas shall notify EPA within 72 hours of the event; and
  - 4) The O&M Plan shall specify the procedures to be implemented in the event that the Corrective Measures are experiencing major operational problems, are not performing to design specifications, and/or will not achieve the corrective action objectives.
- G. **Corrective Measures Completion Criteria** - The CMI Work Plan shall propose the process and criteria for determining when the implemented corrective measures have achieved the corrective action objectives. The CMI Work Plan shall also describe the process and criteria for determining when maintenance and monitoring may cease.

- H. **Institutional Controls and Institutional Control Plan** - If the corrective measures include the implementation of ICs, commencing at the time of the EPA's approval of the corrective measures, One Gas shall refrain from using the Facility, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the corrective measures to be implemented pursuant to CMI.

One Gas shall include, as part of the CMI Work Plan, an IC Plan that includes:

1. A draft instrument enforceable under the laws of the State of Kansas that shall be binding on One Gas and One Gas' successors, assigns, and all transferees acquiring or owning any right, title, lien or interest in the affected areas of the Facility and their heirs, successors, assigns, grantees, executors, administrators, and devisees.
2. A current title insurance commitment or some other evidence of title acceptable to the EPA, which shows title to the land described in the instrument to be free and clear of all prior liens and encumbrances (except when those liens or encumbrances are approved by the EPA or when, despite best efforts, One Gas is unable to obtain release or subordination of such prior liens or encumbrances).

- I. **Corrective Measures Construction Completion Report (CMCCR)** – If required by the EPA, and within the timeframes specified in the Order, One Gas shall submit a Corrective Measures Construction Completion Report, which shall include at a minimum, the following elements:

1. A statement of the purpose of the report;
2. A synopsis of the corrective measures, design criteria, and a certification that the corrective measure was constructed and implemented in accordance with the approved CMI Work Plan;
3. An explanation and description of any modifications to the approved CMI Work Plan and design specifications, and why such modifications were necessary and appropriate;
4. Copies of any sampling/test results for operational testing and/or monitoring that documents how initial operation of the corrective measure compares to design criteria;
5. A summary of significant activities that occurred during the implementation/construction, including a discussion of any problems encountered and how such problems were addressed;
6. A summary of all inspection findings (including copies of inspection reports, documents and appendices); and
7. Copies of as-built drawings and photographs.

- J. **Corrective Measures Implementation Annual Report** – If required by the EPA, One Gas shall submit a CMI Annual Report to the Director within the timeframes specified in the Order detailing the prior year's performance of the corrective measures above, including IC's. The CMI Annual Report shall include documentation of all samples and data collected and their analysis, and an evaluation of both the short-term and long-term effectiveness of the

corrective measures. The CMI Annual Report shall include any deficiencies or violations of ECs or ICs determined from the inspection, maintenance, and monitoring required. Based upon the EPA's review of the report, the Director may require One Gas to conduct additional investigation, study, and/or work in order to modify an existing corrective measure or to select a new corrective measure or measures. If action is needed to protect human health or the environment from releases or to prevent or minimize the further spread of contamination while long-term remedies are pursued, the Director may require One Gas to implement IMs.

**K. Corrective Measures Implementation Five-year Review** – If required by the EPA, One Gas shall submit a report to evaluate the corrective measures effectiveness and performance every five (5) years to the Director. Within the timeframes specified in the Order, One Gas shall submit to the EPA for review and approval a 5-Year Corrective Measures Performance Evaluation Report. The evaluation shall be consistent with the CERCLA Comprehensive Five-Year Review Guidance, OSWER9355.7-03B-P, and any subsequent revisions or additions, and include the following:

- Effectiveness of corrective measures in protecting human health and the environment as planned in the Statement of Basis;
- Effectiveness of ECs and ICs in protecting human health and the environment as planned in the Statement of Basis;
- Results of sampling and analysis to determine the effectiveness and performance of the corrective measures;
- Any changed circumstances that render the corrective measure, including ECs and ICs, ineffective;
- Possible modifications to the corrective measures to provide necessary protection; and
- Any other reporting requirements included in the EPA-approved CMIWP.

Based upon the EPA's review of the report, the Director may require One Gas to conduct additional investigation, study, and/or work in order to modify an existing corrective measure or to select a new corrective measure or measures. If action is needed to protect human health or the environment from releases or to prevent or minimize the further spread of contamination while long-term remedies are pursued, the Director may require the One Gas to implement IMs pursuant to this Order.

**L. Corrective Measures Completion Report (CMCR)** – If required by the EPA, and within the timeframes specified in the Order and upon satisfaction of the EPA-approved completion criteria, One Gas shall submit to the EPA a CMCR. The EPA will review and approve or modify this submittal in accordance with Section X (Agency Approvals) of the Order. The CMCR shall fully document how the corrective action objectives and corrective measures completion criteria have been satisfied, and shall justify why the corrective measure and/or monitoring may cease. The CMCR shall, at a minimum, include the following elements:

1. A synopsis of the corrective measures;
2. Corrective Measures Completion Criteria - the CMCR shall include the process and criteria used to determine, and recommend, that the corrective measures maintenance and monitoring may cease;

3. A demonstration that the corrective action objectives and corrective measure completion criteria have been met. The CMCR shall include results of tests and/or monitoring that documents how operation of the corrective measures compares to, and satisfies, the corrective action objectives and completion criteria;
4. A summary of work accomplishments (e.g. performance levels achieved, total hours of operation, total volume treated and/or excavated volumes of media, nature and volume of wastes generated, etc.);
5. A summary of significant activities that occurred during operation of the corrective measures, including a discussion of any problems encountered and how such problems were addressed;
6. A summary of inspection findings (including copies of key inspection documents in appendices); and
7. A summary of total O&M costs.

## **8.0 TASK VII: INTERIM MEASURES (IMs)**

- A. **Interim Measures Work Plan.** Upon the EPA's request or by decision of One Gas, One Gas shall submit an IMs Work Plan describing the actions necessary to prevent, mitigate, and/or remediate any migration or release of hazardous wastes and/or hazardous constituents at or from the facility to prevent immediate or potential threat to human health and the environment.

The Work Plan shall provide a brief description of the IMs necessary to mitigate or remediate releases posing a threat to human health and the environment, a description of the design, and a schedule to implement the proposed IMs. Upon the EPA's approval, One Gas shall implement the IMs Work Plan in accordance with the schedule contained therein.

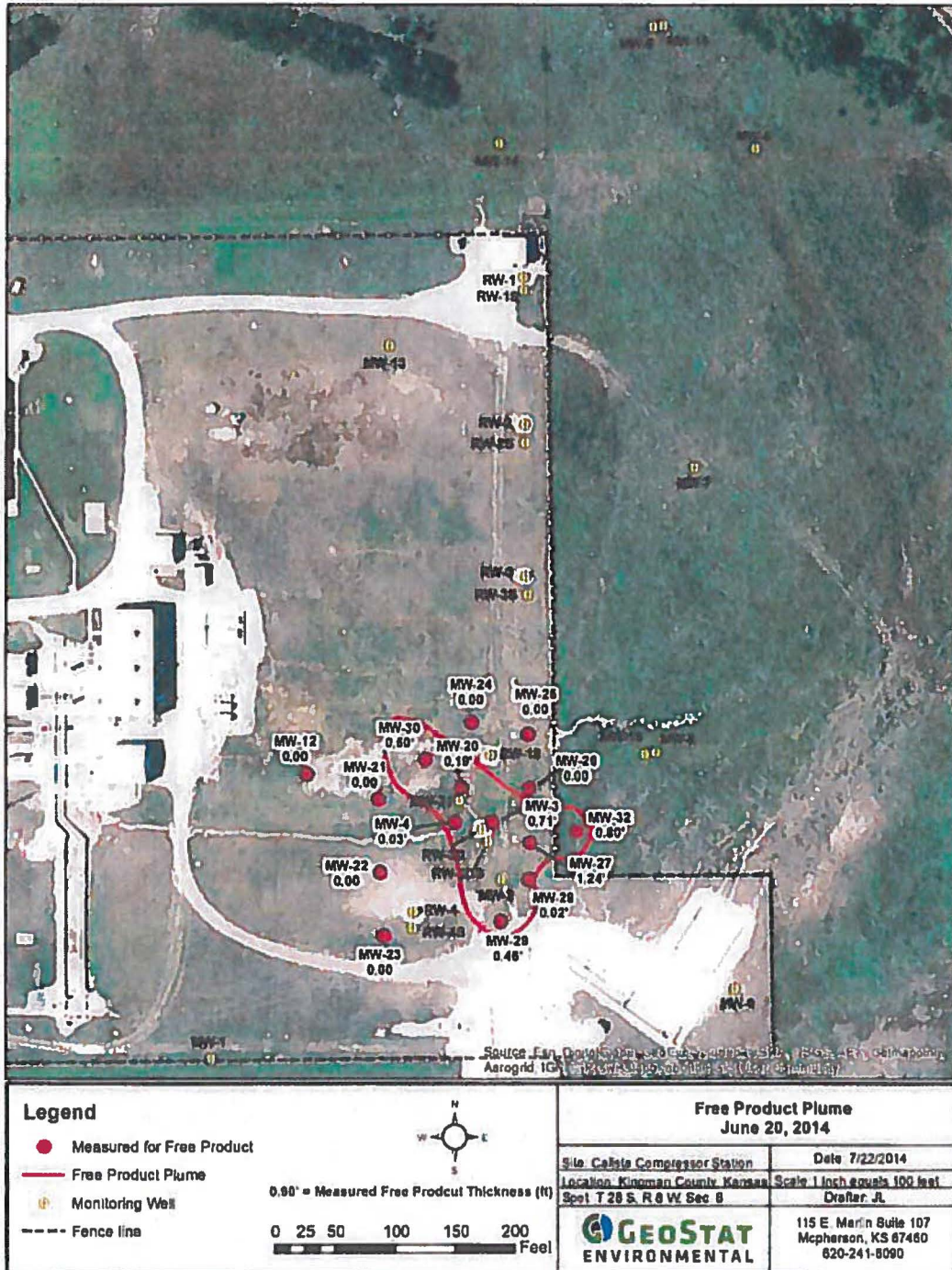
The IMs must be consistent with and integrated into any long-term remediation activities at the Facility.

- B. **Interim Measures Report.** Upon completion of construction and in accordance with the schedule included in the EPA-approved IMs Work Plan, One Gas shall submit to the EPA an IMs Report that details the design and construction of the IMs implemented at the Facility. The report shall provide documentation of the system design "as-built," information on the expected operational life of the system, a recommendation for the frequency for monitoring and maintenance of the system, criteria for determining its effectiveness, a schedule for system replacement in whole or in part (as appropriate), the frequency of system inspection by One Gas, and any deviations from the approved Work Plan. The cost estimates shall also be included for the operation and maintenance of the IMs.
- C. **Quarterly Summary Progress Reports.** Reports on the effectiveness of One Gas' IMs, using the EPA-approved criteria, shall be included in, and submitted on the same schedule as, the quarterly progress reports required under Task II. The performance effectiveness criteria shall be developed at the time of IMs selection and evaluation.



# Attachment D

Figure 7 – June 20, 2014 Free Product Extent



RCRA FACILITY INVESTIGATION (RFI) WORKSHEET

Attachment E

EPA Determination

Specific Recommendation (to meet current path forward requirements)

SWMU/AOC	Description	Unit Characteristics	Total Number of Borings	Number of Samples		Soil boring Depth	Groundwater Boring Depth	Analysis - Soil and Groundwater					Comments
				Soil	Groundwater			VOCs 8260	SVOCs 8270	TPH 8015D	8 RCRA Metals	Chromium Total and Hexavalent	
AOC 11	Former Meter House	composite and discrete samples collected at the unit	0										
AOC 6	Hot Well	insufficient information to make a determination	4	4 total and located near each corner of the structure	1 soil boring lowered to Groundwater	2' below concrete floor level	Estimated at 30' bgl					X	Groundwater probe will be completed as a temporary groundwater elevation point to be properly plugged after sufficient GW elevation information has been obtained. A falloff test for vault integrity will be conducted prior to probe borings to confirm integrity. Sample any breach sites.
SWMU/AOC	Description	Unit Characteristics											
SWMU 6	Compressor No.1 Filter Unit	unit located in bldg	No. = breaches observed	1 per breach		below concrete floor				X-DRO			Based on Inspection. Bore 2" Dia. Hole in concrete below any breach.
SWMU 7	Compressor No. 2 Filter Unit	unit located in bldg	No. = breaches observed	1 per breach		below concrete floor				X-DRO			Based on Inspection. Bore 2" Dia. Hole in concrete below any breach.
SWMU 8	Compressor No. 3 Filter Unit	unit located in bldg	No. = breaches observed	1 per breach		below concrete floor				X-DRO			Based on Inspection. Bore 2" Dia. Hole in concrete below any breach.
SWMU 9	Portable Parts Washer	unit located in bldg	No. = breaches observed	1 per breach		below concrete floor		X		X-GRO			Based on Inspection. Bore 2" Dia. Hole in concrete below any breach.
SWMU 10	Stationary Parts Washer	unit located in bldg	No. = breaches observed	1 per breach		below concrete floor		X		X-GRO			Based on Inspection. Bore 2" Dia. Hole in concrete below any breach.
SWMU 15	Paint/Paint Thinner Storage Area	unit located in bldg	1	1		any debris in cement sump		X		X-GRO	X		Based on Inspection, any breach(s) will add 1 bore and sample. The bore will be a 2" Dia. Hole in concrete below any breach.
SWMU 1	Condensate Drip-Gas Storage Tank	units have a gravel base, units have been replaced but no documentation provided about removal	5	5 total and located near each corner of the structure with 1 inside the berm	1 outside the berm soil boring lowered to Groundwater	4', 8', 12'	Estimated at 30' bgl	X		X-GRO			SWMA 1 and 1a Areas Combined
SWMU 1a	Condensate Drip-Gas Storage Tank	units have a gravel base, units have been replaced but no documentation provided about removal											



RCRA FACILITY INVESTIGATION (RFI) WORKSHEET

EPA Determination

Specific Recommendation (to meet current path forward requirements)

SWMU/AOC	Description	Unit Characteristics	Total Number of Borings	Number of Samples		Soil boring Depth	Groundwater Boring Depth	Analysis - Soil and Groundwater					Comments	
				Soil	Groundwater			VOCs 8260	SVOCs 8270	TPH 8015D	8 RCRA Metals	Chromium Total and Hexavalent		
SWMU 2	Main-Line Filter Separator Unit	units located outside, no secondary containment, units underlain by soil and gravel	2	2		4' bgl		X		X-GRO				
SWMU 3	Main-Line Filter Separator Unit	units located outside, no secondary containment, units underlain by soil and gravel	2	2		4' bgl		X		X-GRO				
SWMU 4	Spivey-Line Filter Separator Unit	units located outside, no secondary containment, units underlain by soil and gravel	2	2		4' bgl		X		X-GRO				
SWMU 19	Used Oil Underground Storage Tank	tank had field screened samples, no analytical data	1	1	1	4' bgl	Estimated at 30' bgl	X		X-GRO				These three areas are combined due to one concrete berm and one rainfall outlet. Groundwater probe will be completed as a temporary groundwater elevation point to be properly plugged after sufficient GW elevation information has been obtained. Document no stains with photographs. Confirm no breaches of the concrete berm. Sample any breach sites.
SWMU 20	Waste Oil Aboveground Storage Tank													
AOC 2	Aboveground Storage Tank													
AOC 4	Product Storage Tank Area No. 2		1	3	1	4', 8', 12'	Estimated at 30' bgl	X		X-GRO				Groundwater probe will be completed as a temporary groundwater elevation point to be properly plugged after sufficient GW elevation information has been obtained.
AOC 5	Storage Building	no secondary containment or release controls	0											Document visual inspection of the area, if any breaches are found, sample below such breach and analysis for VOC and TPH (GRO and DRO).
AOC 9	Gasoline Underground Storage Tank	tanks were removed in 1988, no sampling performed	1	1		2' below bottom of tank		X		X-GRO				Tank basin area- one sample from the general area of vegetation where the tank was located
AOC 10	Lubrication Oil Underground Storage Tank, (VOC analysis was added by EPA "due to potential of used oil storage")	tanks were removed in 1988, no sampling performed	1	1		2' below bottom of tank		X		X-DRO				Tank basin area- one sample from the general area of vegetation where the tank was located
SWMU 11	Waste Solvent Storage Area	prior samples had TPH matrix interference	2	4	1	2', 6'	Estimated at 30' bgl	X	X	X-GRO				2 soil probes, downgradient from SWMU, taken to approximately 6 feet bgl, continuously cored, sampled at a 4' interval. One bore location will be continued to the Groundwater. Groundwater probe will be completed as a temporary groundwater elevation point to be properly plugged after sufficient GW elevation information has been obtained.

RCRA FACILITY INVESTIGATION (RFI) WORKSHEET

EPA Determination

Specific Recommendation (to meet current path forward requirements)

SWMU/AOC	Description	Unit Characteristics	Total Number of Borings	Number of Samples		Soil boring Depth	Groundwater Boring Depth	Analysis - Soil and Groundwater					Comments
				Soil	Groundwater			VOCs 8260	SVOCs 8270	TPH 8015D	8 RCRA Metals	Chromium Total and Hexavalent	
SWMU 12	Spare Parts Storage Area	benzo(a) pyrene detected above industrial RSLs in surface soil	2	4	1	2', 4'	Estimated at 30' bgl	X	X	X-GRO	X	X	2 soil probes, in the footprint of the SWMU, taken to approximately 4 feet bgl, continuously cored, sampled at a 2' interval. One bore location will be continued to the Groundwater. Groundwater probe will be completed as a temporary groundwater elevation point to be properly plugged after sufficient GW elevation information has been obtained.
SWMU 13	After-Cooler Condensate Storage Tank	supplemental information indicates tank stored water vapor condensation only	0										That stain was already sampled. Document a visual inspection of the area. If any stains are present, sample 2'bgl of each stain and analysis for VOC and TPH-GRO.
SWMU 14	Septic Tank	unit replaced the former sewage lagoon which had chromium and TPH contamination	0	1-sludge		bottom of septic tank		X		X-GRO	X	X	note septic tank has never needed removal service
SWMU 16	Former Sewage Lagoon	chromium and elevated TPH detected	4	12	1	4', 8', and 2' into native material	Estimated at 30' bgl	X		X-GRO X-DRO		X	Groundwater probe will be completed as a temporary groundwater elevation point to be properly plugged after sufficient GW elevation information has been obtained.
SWMU 17	Concrete Disposal Area	provided results showing rubble had TPH contamination	4	12		2', 6'		X		X-GRO X-DRO		X	
SWMU 18	Storage Area	detected levels of hydrocarbon contamination	2	2	0	2' bgl		X		X-GRO X-DRO			(1) downgradient from pipe and equipment area (2) next to pad
AOC 1	Fire Training Pit	supplemental information claims only natural gas was burned here. Cannot verify if solvents were ever burned here.	2	2		2' bgl		X					(1) Source area of fire training and (1) 30' downgradient from source area (per EPA possibility of solvent burning)
AOC 3	Product Storage Tank Area No. 1	units historically set on a gravel pad	1	1		2' bgl				X-DRO			Document area of concrete, sample location near drain outlet. If any breaches are found, sample below such breaches for VOC and TPH -GRO.
AOC 7	Solvent Drum Storage Rack	secondary containment not adequate, high reporting limits for PAHs and no TPH results	1	1		2' bgl		X		X-DRO			sample to be located downgradient (NW Corner)
AOC 8	Old Cooling Tower Site	elevated TPH results	1*	1*		4' bgl*		X				X	1 bore to be install in the area of the removed tower.

Items listed below were added to the EPA Provided Spreadsheet from the draft CO.

RCRA FACILITY INVESTIGATION (RFI) WORKSHEET

EPA Determination

Specific Recommendation (to meet current path forward requirements)

SWMU/AOC	Description	Unit Characteristics	Total Number of Borings	Number of Samples		Soil boring Depth	Groundwater Boring Depth	Analysis - Soil and Groundwater					Comments
				Soil	Groundwater			VOCs 8260	SVOCs 8270	TPH 8015D	8 RCRA Metals	Chromium Total and Hexavalent	
Deep Aquifer	lower aquifer on site	total chromium in MW 16 and MW 15	4	12	3	4', 8', 12'	estimated to be 45' bgl to the lower aquifer					X	three temporary points along the up gradient boundary of the property (southern fence) with one point located in an arc between the existing compressors and the AOC 7 location  Information developed from this investigation should allow for additional evaluation of this potential contamination and source.
Seeps	wet season outflows on the river bank	metals	3	3		2' bgl					X		To be determined by SAP approved by both parties.

NOTE: Breach as used in this table for a separation in concrete shall apply to any crack in concrete greater than 1/8 inch separation at the surface of the concrete.

NOTE: bgl is below ground level