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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
ADMINISTRATIVE ORDER ON CONSENT FOR
NON-TIME CRITICAL REMOVAL ACTION**

042004-3799
FLD 981931959

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 4

IN THE MATTER OF:
**CASCADE PARK GASIFICATION
PLANT AND LANDFILL**
Tallahassee, Florida

City of Tallahassee

Respondent

ADMINISTRATIVE ORDER ON
CONSENT FOR NON-TIME CRITICAL
REMOVAL ACTION

U.S. EPA Region 4
CERCLA Docket No.

CERCLA-04-2004-3799

Proceeding Under Sections 104, 106(a), 107
and 122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, as amended, 42 U.S.C. §§
9604, 9606(a), 9607 and 9622

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the City of Tallahassee ("Respondent"). This Order provides for the performance of a non-time critical removal action by Respondent and the reimbursement of certain response costs incurred by the United States at or in connection with the property located in Tallahassee, Leon County, Florida, the "Cascade Park Gasification Plant and Landfill Site" or the "Site." (See Section III for a more complete Site definition.)

2. This Order is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the State of Florida (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondent recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Order do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Order. Respondent agrees to undertake all actions required by this Order, to comply with and be bound by the terms of this Order, and further agrees that it will not contest the basis or validity of the terms of this Order, or EPA's authority to issue or enforce this Order.

II. PARTIES BOUND

5. This Order applies to and is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of the Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Order.

6. Respondent is liable for carrying out all activities required by this Order.

7. Respondent shall ensure that its contractors, subcontractors, and representatives receive a copy of this Order and comply with this Order. Respondent shall be responsible for any noncompliance with this Order.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Order or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site signed on May 29, 2003, by the Regional Administrator, EPA Region 4, or his/her delegate, and all attachments thereto. The "Action Memorandum" is attached as Appendix 1.

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

c. "Day" shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall be the effective date of this Order as provided in Section XXXI.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "COT" shall mean the City of Tallahassee and any successor or departments of the City.

g. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order, verifying the Work, or otherwise implementing, overseeing, or enforcing this Order, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 23 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 33 (emergency response), and Paragraph 59 (work takeover)." Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Respondent has agreed to reimburse under this Order that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from October 28, 2003, to the Effective Date."

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Interim Response Costs" shall mean all costs, including direct and indirect costs, paid or incurred by the United States in connection with the Site between October 28, 2003, and the Effective Date.

j. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

k. "Order" shall mean this Administrative Order on Consent and all appendices attached hereto (listed in Section XXX). In the event of conflict between this Order and any appendix, this Order shall control.

l. "Paragraph" shall mean a portion of this Order identified by an Arabic numeral.

m. "Parties" shall mean EPA and Respondent.

n. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through October 28, 2003, plus Interest on all such costs through such date.

o. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

p. "Respondent" shall mean the City of Tallahassee (COT) as identified in Appendix 2.

q. "Section" shall mean a portion of this Order identified by a Roman numeral.

r. "Site" shall mean the Cascade Park Gasification and Landfill Site, encompassing approximately six acres, located in Tallahassee, Leon County, Florida and depicted generally on the map attached as Appendix 3. The Site shall also include those adjacent or proximate areas to which CERCLA hazardous substances, pollutants or contaminants have migrated which necessitate the implementation of the response action. See 40 C.F.R. § 300.400 (e)(1). The Gasification plant, bordered generally by Cascades Creek to the north, Gadsden Street to the west, is part of a larger parcel of contiguous property deeded to the State of Florida by COT on January 3, 1963 (O.R. Book 75, p. 270 of the Public Records of Leon County, Florida) and bounded by Gadsden, Bloxham and Monroe Streets and the Seaboard Coast Line Railroad. The landfill which is part of the Site is depicted in Appendix 3. Please refer to Appendix 3 for Site boundaries.

s. "State" shall mean the State of Florida.

t. "Engineering Evaluation and Cost Analysis" or "EE/CA" Report shall mean the February 18, 2002 report, which specifies the work to be performed for implementation of the

removal action, as set forth in Appendix 4 to this Order, and any modifications made thereto in accordance with this Order.

u. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous material" under State regulations.

v. "Work" shall mean all activities Respondent is required to perform under this Order.

IV. FINDINGS OF FACT

A. The Cascade Park Gasification Plant and Cascade Landfill Site is located near the intersection of Gadsden and Bloxham Streets in Tallahassee, Florida. The former Coal Gasification Plant portion of the Site is approximately five acres and the landfill portion of the Site is roughly one acre. Cascades Creek of the St. Augustine Branch flows through or along the Plant portion of the Site and north of the Landfill, eventually emptying into Munson Slough.

B. The Cascade Park Site was designated by the Florida Governor and Cabinet in 1971 as a historical landmark that should be restored and developed as a park (Resolution 71-8). Given this designation, it is unlikely that the Site would be developed as a residential or commercial site.

C. The coal gasification plant was owned and operated by the City of Tallahassee Utilities Department from the early 1900s to the mid 1950s, when the City converted to natural gas. COT owned the coal gasification plant property until 1963, when it sold the property to the State of Florida, the Site's current owner. The coal gasification plant employed a process to destructively distill bituminous coal and coke to produce illuminating "blue gas" for lighting purposes. Potential contaminants and wastes from this process include coal tar, hydrogen cyanide, polynuclear aromatic hydrocarbons (PAHs) including naphthalene, anthracene, phenanthrene, and fluoranthene, heavy metals including arsenic, lead, and cadmium, and other contaminants such as benzene.

D. COT owned and operated the Cascades Landfill from 1928 to 1936. The Landfill received vegetative debris, construction materials, ash from the old City incinerator, and reportedly filter materials from the gasification plant's purifiers. The City of Tallahassee still owns the Cascades Landfill property.

E. Between 1987 and 1989, FDEP and its consultants conducted a preliminary assessment and site inspection (PA/SI) which included sampling of the soil, sediment, groundwater, and surface water. These results, as well as data generated by EPA in 1989 and in a May 30, 1997 Expanded Site Inspection, document the presence of heavy metals, PAHs, pesticides, PCBs,

dioxins, and furans in the soil and Cascades Creek sediment.

F. The Landfill portion of the Site was identified in 1986 by the State in a survey to locate potential sources of contamination of the surficial aquifer. Sampling in 1988, identified lead, zinc, and PAHs in sediment near the Landfill. Also, a 1989 inspection disclosed a groundwater seep with a creosote-like odor originating from the Landfill and discharging into Cascades Creek.

G. In March of 1989, the Florida Department of Natural Resources (FDNR) erected a fence around the Plant portion of the Site to limit public access. COT and State officials also convened and agreed to proceed to acquire funds to assess the contamination at the Site. This agreement was embodied in a June 5, 1990 Consent Order executed by the Florida Department of Environmental Regulations, as petitioners, with the FDNR, the Florida Department of General Services (FDGS), and COT, as Respondents.

H. The release of hazardous substances at the Site is particularly significant given its urban location in downtown Tallahassee. The Site is adjacent to, contiguous with, or near commercial, governmental, residential, and City park/green space properties. The groundwater pathway is a major concern due to the hydrogeologic characteristics of the Site. Site contamination could potentially enter nearby drinking water wells which serve the local population. Analytical results from various studies conducted at the Site indicate that surface soil, subsurface soil, groundwater, and sediment have been impacted by releases of inorganic and organic constituents from the gasification plant and landfilling activities at the Site.

I. In November 1998, the City of Tallahassee, Florida Department of Environmental Protection (FDEP), and Florida Department of Management Services (FDMS) entered into an Administrative Order on Consent "AOC" with EPA to perform an Engineering Evaluation and Cost Analysis "EE/CA" at the Site.

J. EPA conducted community interviews in March 1999, and a Community Relations Plan (CRP) was developed in May 1999.

K. The final EE/CA report which was completed on February 18, 2002. Following the publication of the final EE/CA report, EPA published a Proposed Plan in March 2002 and solicited public comments from March 25, 2002 through May 24, 2002. A public meeting was held in Tallahassee on April 2, 2002.

L. The final EE/CA documents the findings of field activities at the Site from April 1999 through August 2000. Field investigation activities performed as part of the EE/CA included a soil gas survey, exploratory test pits, soil borings, direct push soil and groundwater screening samples, monitoring well installation, and soil, sediment, surface water and groundwater sampling.

M. The EE/CA confirmed that hazardous substances have been released into the soil, sediment and groundwater at the Site. In the central and southern portions of the former

manufactured gas plant (MGP) parcel, MGP waste was observed and polynuclear aromatic hydrocarbons (PAHs), and chlorinated solvents, and benzene, toluene, ethylbenzene, and xylene (BTEX) were found in elevated concentrations in the surface soil. Similarly, the site's subsurface soils showed high concentrations of PAHs, and BTEX in the central and southern portions of the MGP parcel. The subsurface soil of the landfill also showed slightly elevated levels of PAHs. The analytical results of surface water samplings showed no elevated concentrations of volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals, or cyanides. A single non-carcinogenic PAH, acenaphthene, was found at elevated levels in one sediment sample. However, the Ecological Risk Assessment indicated that PAH levels in sediment were above EPA Region 4 ecological risk based screening levels. Based on ground water analytical results, the surficial aquifer was found to be impacted by MGP waste, including PAHs, and BTEX.

N. The EE/CA report documents threats to public health or welfare including, but not limited to: actual or potential exposure to nearby human populations, animals, or the food chain; actual or potential contamination of drinking water supplies or sensitive ecosystems; high levels of hazardous substances, pollutants, or contaminants in soil largely at or near the surface that may migrate to underlying aquifers and/or into Cascade Creek.

O. EPA's Action Memorandum of May 29, 2003, sets out the selected removal action for the Site.

P. On April 13, 2004, COT, FDEP and FDMS executed a settlement agreement ("Settlement Agreement") in which COT agreed to enter into an AOC with EPA to implement the non-time critical removal action. Pursuant to this agreement, FDEP agreed to convey to COT legal title to the Site, and also agreed to pay to COT half of the past costs associated with A460, also known as the Gasification Plant portion of the Site. Please refer to Appendix 5.

Q. At this time, the Site has not been conveyed to COT.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

9. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Cascade Park Gasification and Landfill Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

- i. Respondent, COT is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1) .
- ii. The State is a person as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).
- iii. The State is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. §9607 (a), and is jointly and severally liable for performance of response action and for response costs incurred at the Site.
- iv. Pursuant to the Settlement agreement, COT, FDEP, and FDMS agreed that COT would enter into an AOC with EPA and would be solely responsible to EPA for the implementation of the AOC with respect to the Site.

e. The conditions described in Section IV, Paragraphs L through O (“the “Findings of Fact”), the EE/CA report, and in the May 29, 2003 Action Memo, constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The removal action required by this Order is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Order, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Order, including, but not limited to, all attachments to this Order and all documents incorporated by reference into this Order. Furthermore, the parties agreed that upon a showing of good cause by COT, EPA will grant additional time to meet the deadlines specified in the Order.

**VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR,
AND ON-SCENE COORDINATOR**

10. Respondent shall retain one or more contractors to perform the Work specified in the February 18, 2002, EC/CA Report and in EPA's May 29, 2003 Action Memorandum, and shall notify EPA of the name(s) and qualifications of such contractor(s) within 42 days of the Effective Date. Respondent shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least 14 days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within 7 days of EPA's disapproval. The proposed contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-1/002), or equivalent documentation as required by EPA.

11. Within 42 days of the Effective Date, Respondent shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Order and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within 10 days following EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by Respondent.

12. EPA has designated Caroline Robinson of the Superfund Remedial and Technical Services Branch, Region 4, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Order, Respondent shall send via federal express next business day delivery all submissions required by this Order. This information must be directed to the OSC at 61 Forsyth Street, S.W., Atlanta, Georgia 30303.

13. EPA and Respondent shall have the right, subject to Paragraph 11, to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA 14 days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

14. Respondent shall perform, at a minimum, all actions necessary to implement the May 29, 2003, Action Memorandum, and the February 18, 2002, EE/CA Report (Attachments 1, and 4). Respondent shall also implement the institutional controls as specified in the February 18, 2002, EE/CA Report and May 29, 2003 Action Memorandum.

15. Work Plan and Implementation.

a. Within 28 days after the Contractor approval date, Respondent shall submit to EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 14 above, and specifically detailed in EPA's May 29, 2003 Action Memorandum and in the February 18, 2002 EE/CA Report. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Order. EPA shall require preparation of a Quality Assurance Project Plan ("QAPP") as part of the Work Plan. The QAPP shall be prepared in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), and "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998).

b. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If EPA requires revisions, Respondent shall submit a revised draft Work Plan within 21 days of receipt of EPA's notification of the required revisions. Respondent shall implement the Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Order.

c. Respondent shall not commence any Work except in conformance with the terms of this Order. Respondent shall not commence implementation of the Work Plan developed hereunder until receiving written EPA approval pursuant to Paragraph 15(b).

16. Health and Safety Plan. Within 28 days after the Contractor approval date, Respondent shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Order. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. The Health and Safety Plan shall also include a contingency planning section. Respondent shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

17. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Order shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by EPA, Respondent shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Respondent shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify EPA not less than 10 days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

18. Post-Removal Site Control. In accordance with the February 18, 2002, EE/CA Report, or as otherwise directed by EPA, Respondent shall submit a proposal for post-removal site control consistent with Section 300.415(l) of the NCP and OSWER Directive No. 9360.2-02. Upon EPA approval, Respondent shall implement such controls and shall provide EPA with documentation of all post-removal site control arrangements.

19. Reporting.

a. Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Order every 30th day after the date of receipt of EPA's approval of the Work Plan until termination of this Order, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondent shall submit 5 copies of all plans, reports or other submissions required by this Order, or any approved work plan. Upon request by EPA, Respondent shall submit such documents in electronic form.

c. Respondent who owns or controls property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Order and written notice to EPA of the proposed conveyance, including the name and address of the transferee. Respondent who owns or controls property at the Site also agrees to require that its successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

20. Final Report. Within 21 days after completion of all Work required by this Order, Respondent shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Order. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Order, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, that the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

21. Off-Site Shipments.

a. Respondent shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondent shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondent shall notify the state in which the planned receiving facility is located of major changes in the

shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the removal action. Respondent shall provide the information required by Paragraph 21(a) and 21(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondent shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

22. If the Site, or any other property where access is needed to implement this Order, is owned or controlled by Respondent, Respondent shall, commencing on the Effective Date, provide EPA, and its representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Order. Access shall be provided to EPA employees, contractors, agents, consultants, designees, representatives, and all other persons performing response actions under EPA oversight or under direction of the City of Tallahassee.

23. Where any action under this Order is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access agreements within 45 days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify EPA if after using its best efforts it is unable to obtain access agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access and deed restrictions. Respondent shall describe in writing its efforts to obtain access. EPA may then assist Respondent in gaining access to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access in accordance with the procedures in Section XV (Payment of Response Costs).

24. Notwithstanding any provision of this Order, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations. EPA also reserves the right to require land/water use restrictions, in the form of state or local laws, regulations, ordinances or other governmental controls, if these restrictions are needed to implement the remedy selected in EPA's May 29, 2003, Action Memorandum or in the February 18, 2002, EE/CA Report, to ensure the integrity

and protectiveness thereof, or to ensure non-interference therewith. Settling Respondent shall cooperate with EPA's efforts to secure such governmental controls. Additionally, EPA retains the right to inspect the Site in order to determine whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Order.

X. ACCESS TO INFORMATION

25. Respondent shall provide to EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

26. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Order to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

27. Respondent 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 the Respondent asserts such a privilege in lieu of providing documents, it 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 contents of the document, record, or information; and 6) the privilege asserted by Respondent. 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.

28. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

29. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

30. At the conclusion of this document retention period, Respondent shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondent shall deliver any such records or documents to EPA. Respondent 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 Respondent asserts such a privilege, it 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 of the document, record, or information; and 6) the privilege asserted by Respondent. 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.

31. Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

32. Respondent shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. Respondent shall identify ARARs in the Work Plan subject to EPA approval.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

33. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Order, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his/her unavailability, the OSC on-duty at the Emergency Planning and Response Branch, EPA Region 4, at (404) 562-8705 or (404) 562-8700 of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

34. In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify the OSC at (404) 562-8705 or (404) 562-8700 and the National Response Center at (800) 424-8802. Respondent shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

35. The OSC shall be responsible for overseeing Respondent's implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Order, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

36. Payment for Past Response Costs.

a. Within 45 days after the Effective Date, Respondent shall pay to EPA \$152,401.92 for Past Response Costs. Payment shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Respondent by EPA Region 4, and shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site names, the EPA Region and Site/Spill ID Numbers A4A6, and A460, and the EPA docket number for this action. In this case, the attached SCORPIO

REPORTS dated October 28, 2003 show costs for A4A6 of \$14,274.40, and cost for A460 of \$138,127.52. Please refer to Appendix 6 for SCORPIO Reports. Payments shall be sent to:

EPA Superfund Lockbox
 United States Environmental Protection Agency
 Superfund Accounting
 Attn: Collection Officer-Superfund
 P.O.Box 100142
 Atlanta, GA 30384

b. At the time of payment, Respondent shall send notice that such payment has been made to:

EPA, Region 4
 Attn: Lucia C. Méndez, Esq.
 61 Forsyth Street, S.W.
 OEA/ 13th Floor
 Atlanta, GA 30303

EPA, Region 4
 Attn: Paula V. Batchelor
 Environmental Protection Specialist
 Superfund Enforcement & Info. Mgmt
 Branch
 61 Forsyth Street, S.W.
 Atlanta, GA 30303

c. The total amount to be paid by Respondent pursuant to Paragraph 36(a) shall be deposited in the Cascade Park Gasification and Landfill Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

37. Payments for Future Response Costs.

a. Respondent shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondent a bill requiring payment that includes a SCORPIOS Report, which includes direct and indirect costs incurred by EPA and its contractors. Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Respondent has agreed to reimburse under this Order that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from October 28, 2003, to the Effective Date.” Respondent shall make all payments within 45 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 39 of this Order.

b. Respondent shall make all payments required by this Paragraph by a certified or cashier’s check or checks made payable to “EPA Hazardous Substance Superfund,” referencing the name and address of the party making payment and EPA Site/Spill ID numbers A4A6 and A460. Respondent shall send the check(s) to:

EPA Superfund Lockbox
 United States Environmental Protection Agency
 Superfund Accounting
 Attn: Collection Officer-Superfund
 P.O.Box 100142
 Atlanta, GA 30384

c. At the time of payment, Respondent shall send notice that payment has been made to:

EPA, Region 4
 Attn: Lucia C. Méndez, Esq.
 61 Forsyth Street, S.W.
 EAD/ 13th Floor
 Atlanta, GA 30303

EPA, Region 4
 Caroline Robinson
 OSC/Remedial Project Manager
 Waste Management Division
 61 Forsyth Street, S.W.
 Atlanta, GA 30303

d. The total amount to be paid by Respondent pursuant to Paragraph 37(a) shall be deposited in the Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

38. In the event that the payment for Past Response Costs is not made within 45 days of the Effective Date, or the payments for Future Response Costs are not made within 45 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date and shall continue to accrue until the date of payment. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

39. Respondent may dispute all or part of a bill for Future Response Costs submitted under this Order, if Respondent alleges that EPA has made an accounting error, or if Respondent alleges that a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs to EPA as specified in Paragraph 37 on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 37(c) above. Respondent shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 21 days after the dispute is resolved.

XVI. DISPUTE RESOLUTION

40. Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Order. The Parties shall attempt to resolve any disagreements concerning this Order expeditiously and informally.

41. If Respondent objects to any EPA action taken pursuant to this Order, including billings for Future Response Costs, it shall notify EPA in writing of its objection(s) within 10 days of such action, unless the objection(s) has/have been informally resolved. EPA and Respondent shall have 14 days from EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

42. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Order. If the Parties are unable to reach an agreement within the Negotiation Period, EPA Region 4's Director of Waste Management Division, Winston A. Smith, will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Order. Respondent's obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

43. Respondent agrees to perform all requirements of this Order within the time limits established under this Order, unless the performance is delayed by a *force majeure*. For purposes of this Order, a *force majeure* is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work, or increased cost of performance, or a failure to attain performance standards/action levels set forth in the Action Memorandum/Enforcement.

44. 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, Respondent shall notify EPA orally within 7 days of when Respondent first knew that the event might cause a delay. Within 10 days thereafter, Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to

whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

45. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

46. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 47 and 48 for failure to comply with the requirements of this Order specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Respondent shall include completion of the activities under this Order or any work plan or other plan approved under this Order identified below in accordance with all applicable requirements of law, this Order, the Action Memorandum, EE/CA and any plans or other documents approved by EPA pursuant to this Order and within the specified time schedules established by and approved under this Order.

47. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 47(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,000.00	1st through 14th day
\$ 5,000.00	15th through 30th day
\$10,000.00	31st day and beyond

b. Compliance Milestones:

The above stipulated penalties shall accrue per violation per day for failure to timely comply with Paragraphs 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 32, 33, 34, 36, and 37.

48. **Stipulated Penalty Amounts - Reports.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written

documents pursuant to Paragraphs 19, 20, 25, 28, 34 :

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 5,000.00	1st through 14th day
\$ 10,000.00	15th through 30th day
\$ 15,000.00	31st day and beyond

49. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 59 of Section XX, Respondent shall be liable for a stipulated penalty in the amount of \$ 27,500.00 per day.

50. All 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 the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; and 2) with respect to a decision by, EPA Region 4's Director of Waste Management Division, Winston A. Smith, under Paragraph 42 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

51. Following EPA's determination that Respondent has failed to comply with a requirement of this Order, EPA may give Respondent written notification of the failure and describe the noncompliance. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation.

52. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to EPA Superfund Lockbox, EPA Superfund Accounting, Attention: Collection Officer, P.O.Box 100142, Atlanta, Georgia 30384. Respondent shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number, the EPA Docket Numbers A4A6 and A460, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to EPA as provided in Paragraph 12, and to:

EPA, Region 4
Attn: Lucia C. Méndez, Esq.
61 Forsyth Street, S.W.
EAD/ 13th Floor
Atlanta, GA 30303

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

54. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

55. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 52. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Order, or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX, Paragraph 59. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

XIX. COVENANT NOT TO SUE BY EPA

56. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Order, and except as otherwise specifically provided in this Order, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the Work and for recovery of Past Response Costs and Future Response Costs. This covenant not to sue shall take effect upon receipt by EPA of the Past Response Costs due under Section XV of this Order and any Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Sections XV and XVIII of this Order. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondent of its obligations under this Order, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

57. Except as specifically provided in this Order, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, 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 on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

58. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Order is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondent to meet a requirement of this Order;
- b. liability for costs not included within the definition of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

59. Work Takeover. In the event EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Order, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENT

60. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Order, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Florida Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 62 (Waiver of Claims), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 58 (b), (c), and (e) - (g), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

61. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

62. Respondent agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondent with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if:

a. any materials contributed by such person to the Site constituting Municipal Solid Waste ("MSW") or Municipal Sewage Sludge ("MSS"); and

b. all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to

the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

c. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against Respondent. This waiver also shall apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

i. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. §6927, or has impeded or is impending, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been violated on appeal or otherwise; or

ii. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration.

63. Respondent agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person that has entered into a final *de minimis* settlement under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), with EPA with respect to the Site as of the Effective Date. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XXII. OTHER CLAIMS

64. 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 Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

65. Except as expressly provided in Section XXI, Paragraphs 62 and 63 (Waivers) and Section XIX (Covenant Not to Sue by EPA), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

66. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION PROTECTION

67. The Parties agree that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Order. The "matters addressed" in this Order are the Work, Past Response Costs, and Future Response Costs. Except as provided in Section XXI, Paragraphs 62 and 63, of this Order, nothing in this Order precludes the United States or Respondent from asserting any claims, causes of action, or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XXIV. INDEMNIFICATION

68. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, 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 Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Order. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under their control, in carrying out activities pursuant to this Order. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Order. Neither Respondent nor any such contractor shall be considered an agent of the United States.

69. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

70. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

71. At least 7 days prior to commencing any on-Site work under this Order, Respondent shall secure, and shall maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of \$ 4 million dollars, combined single limit. Within the same time period, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Order, Respondent shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Order. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent needs to provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. FINANCIAL ASSURANCE

72. Within 30 days of the Effective Date, Respondent shall establish and maintain financial security in the amount of \$ 8 million in one or more of the following forms:

- a. A surety bond guaranteeing performance of the Work;
- b. One or more irrevocable letters of credit equaling the total estimated cost of the Work;
- c. A trust fund;
- d. A written guarantee to perform the Work by the State of Florida;
- e. A demonstration that Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).
- f. A demonstration that Respondent satisfies the requirements of 40 C.F.R. Part 258.74(f).

73. If Respondent seeks to demonstrate the ability to complete the Work through a guarantee by a third party pursuant to Paragraph 72(a) of this Section, Respondent shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f) or those of 40 C.F.R. Part 258.74 (f). If Respondent seeks to demonstrate its ability to complete the Work by means of the financial test specified in Paragraph 72(d), (e) or (f) of this Section, it shall resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f), or 40 C.F.R. Part 258.74(f) annually, on the anniversary of the Effective Date. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section are inadequate, Respondent shall, within 30 days of receipt of notice of EPA's determination, obtain

and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 72 of this Section. Respondent's inability to demonstrate financial ability to complete the Work shall not excuse performance of any activities required under this Order.

74. If, after the Effective Date, Respondent can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 72 of this Section, Respondent may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondent shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by EPA. In the event of a dispute, Respondent may reduce the amount of the security in accordance with the written decision resolving the dispute.

75. Respondent may change the form of financial assurance provided under this Section at any time, upon notice to and approval by EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondent may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXVII. MODIFICATIONS

76. The OSC may make modifications to any plan or schedule or Statement of Work in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

77. If Respondent seeks permission to deviate from any approved work plan or schedule or Statement of Work, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 76.

78. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

XXVIII. ADDITIONAL REMOVAL ACTION

79. If EPA determines that additional removal actions not included in an approved plan are necessary to protect public health, welfare, or the environment, EPA will notify Respondent of that determination. Unless otherwise stated by EPA, within 30 days of receipt of notice from EPA that additional removal actions are necessary to protect public health, welfare, or the environment, Respondent shall submit for approval by EPA a Work Plan for the additional removal actions. The plan shall conform to the applicable requirements of Section VIII (Work to

Be Performed) of this Order. Upon EPA's approval of the plan pursuant to Section VIII, Respondent shall implement the plan for additional removal actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the OSC's authority to make oral modifications to any plan or schedule pursuant to Section XXVII (Modifications).

XXIX. NOTICE OF COMPLETION OF WORK

80. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, including post-removal site controls, payment of Future Response Costs, and record retention, EPA will provide written notice to Respondent. If EPA determines that any such Work has not been completed in accordance with this Order, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Order.

XXX. SEVERABILITY/INTEGRATION/APPENDICES

81. If a court issues an order that invalidates any provision of this Order or finds that Respondent has sufficient cause not to comply with one or more provisions of this Order, Respondent 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.

82. This Order and its appendices 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 settlement other than those expressly contained in this Order. The following appendices are attached to and incorporated into this Order:

Appendix 1	May 29, 2003 EPA's Action Memorandum
Appendix 2	List of Respondent, PRPs
Appendix 3	Site Map
Appendix 4	EE/CA report
Appendix 5	Agreement between COT and Florida
Appendix 6	SCORPIOS Reports

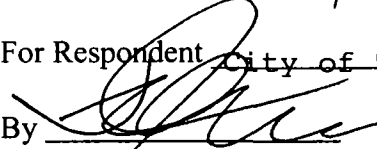
XXXI. EFFECTIVE DATE

83. This Order shall be effective 2 days after the Order is signed by Superfund Remedial and Technical Services, Branch Chief or his/her delegatee/designee.

The undersigned representatives of Respondent certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the party it represents to this document.

Agreed this 9th day of Sept, 2004

For Respondent City of Tallahassee

By 

Title Mayor

Address 300 South Adams Street; Tallahassee, FL 32301

It is so ORDERED and Agreed this 27th day of September, 2004.
BY: Carol Monell DATE: 9/27/04

Carol Monell, Chief

Superfund Remedial and Technical Services Branch (or designee)

Region 4

U.S. Environmental Protection Agency

EFFECTIVE DATE: 9/29/04

IFMS Reconciliation Pending

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CONTRACT LAB PROGRAM (CLP) COSTS

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EPA INDIRECT COSTS Section 6

IFMS Reconciliation Pending

Narrative Cost Summary

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

1. The United States Environmental Protection Agency has incurred at least \$212.74 for Regional Payroll Costs.
2. The United States Environmental Protection Agency has incurred costs of at least \$9,816.30 for Contract Lab Program (CLP) contract expenditures.
3. The United States Environmental Protection Agency has incurred at least \$4,245.36 for Indirect Costs.

Total Site Costs:

\$14,274.40

IFMS Reconciliation Pending

Itemized Cost Summary

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

REGIONAL PAYROLL COSTS	\$212.74
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	\$9,816.30
EPA INDIRECT COSTS	\$4,245.36
Total Site Costs:	\$14,274.40

IFMS Reconciliation Pending

Regional Payroll Costs

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
SPENCER, L'TONYA PUBLIC AFFAIRS SPECIALIST	2003	19	2.00	67.87
			<u>2.00</u>	<u>\$67.87</u>
STERN, ROBERT P. SENIOR REMEDIAL PROJECT OFFICER	1997	26	1.00	35.64
	1998	01	2.00	71.28
	1999	08	1.00	37.95
			<u>4.00</u>	<u>\$144.87</u>
Total Regional Payroll Costs			<u>6.00</u>	<u>\$212.74</u>

IFMS Reconciliation Pending

Headquarters Payroll Costs

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
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IFMS Reconciliation Pending

Regional Travel Costs

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
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IFMS Reconciliation Pending

Headquarters Travel Costs

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
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IFMS Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

CONTRACT LAB PROGRAM (CLP) COSTS

Total Routine Analytical Services (RAS) Costs	\$9,816.30
Total Financial Cost Summary	<u>\$9,816.30</u>

IFMS Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

CONTRACT LAB PROGRAM (CLP) COSTS

Routine Analytical Services (RAS)

Total Costs: \$9,816.30

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Class/SMO Amount</u>
<u>Case Number:</u>					
<u>EPA Contract Number: 68-D4-0104, DYNCORP</u>					
2-7	04/12/2000	703,583.45	R0429 05/05/2000	3,450.93	1,584.85
Totals for 68-D4-0104:				\$3,450.93	\$1,584.85
<u>EPA Contract Number: 68-R6-0004, SOUTHWEST LABORATORY OF OKLAHOMA</u>					
JV00999	12/21/1999	0.00	00999 12/21/1999	3,276.00	1,504.52
Totals for 68-R6-0004:				\$3,276.00	\$1,504.52
Totals for Case Number :				\$6,726.93	\$3,089.37
Totals for Routine Analytical Services:				\$6,726.93	\$3,089.37

IFMS Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

CONTRACT LAB PROGRAM (CLP) COSTS

Fiscal
Year
2000

Rate Type
National - Final

Class / SMO
Rate
0.459254

IFMS Reconciliation Pending

Miscellaneous (MIS) Costs

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

IFMS Reconciliation Pending

EPA Indirect Costs

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
1997	35.64	40.92%	14.58
1998	71.28	46.12%	32.87
1999	37.95	41.85%	15.88
2000	9,816.30	42.29%	4,151.31
2003	67.87	45.26%	30.72
	<u>10,029.04</u>		
Total EPA Indirect Costs			<u><u>\$4,245.36</u></u>

IFMS Reconciliation Pending

EPA Indirect Costs

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STERN, ROBERT P.	1997	26	35.64	40.92%	14.58
			35.64		\$14.58
Total Fiscal Year 1997 Payroll Direct Costs:			35.64		\$14.58
Total Fiscal Year 1997:			35.64		\$14.58

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STERN, ROBERT P.	1998	01	71.28	46.12%	32.87
			71.28		\$32.87
Total Fiscal Year 1998 Payroll Direct Costs:			71.28		\$32.87
Total Fiscal Year 1998:			71.28		\$32.87

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STERN, ROBERT P.	1999	08	37.95	41.85%	15.88
			37.95		\$15.88
Total Fiscal Year 1999 Payroll Direct Costs:			37.95		\$15.88
Total Fiscal Year 1999:			37.95		\$15.88

IFMS Reconciliation Pending

EPA Indirect Costs

CASCADE LANDFILL FL, TALLAHASSEE, FL SITE ID = A4 A6

Costs from 10/01/1980 to 10/28/2003

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-D4-0104	2-7	05/05/2000	3,450.93	1,584.85	42.29%	2,129.63
			3,450.93	1,584.85		\$2,129.63
68-R6-0004	JV00999	12/21/1999	3,276.00	1,504.52	42.29%	2,021.68
			3,276.00	1,504.52		\$2,021.68
Total Fiscal Year 2000 Other Direct Costs:			6,726.93	3,089.37		\$4,151.31
Total Fiscal Year 2000:			9,816.30			\$4,151.31

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>	
SPENCER, L'TONYA	2003	19	67.87	45.26%	30.72	
			67.87		\$30.72	
Total Fiscal Year 2003 Payroll Direct Costs:			67.87		\$30.72	
Total Fiscal Year 2003:			67.87		\$30.72	
Total EPA Indirect Costs						\$4,245.36