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UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 4

IN THE MATTER OF:
Anniston PCB Site
Anniston, Calhoun County, Alabama

Solutia Inc.

Respondent

ADMINISTRATIVE ORDER ON
CONSENT FOR REMOVAL ACTION

U.S. EPA Region 4
CERCLA
Docket No. 01-02-C

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

This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Solutia Inc. ("Respondent"). This Order provides for the performance of the removal action by Respondent and the reimbursement of Future Oversight Costs incurred by the United States in connection with contamination located in and around Anniston, Calhoun County, Alabama, the "Anniston PCB Site" or the "Site." This Order requires Respondent to conduct the removal action described herein to abate what EPA believes to be an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances, pollutants, or contaminants at or from the Site.

This Order is issued pursuant to 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"), and delegated to the Administrator of EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14-A and 14-14-C and 14-14-D: Cost Recovery through the Director, Waste Management Division to the Chief, Emergency Response and Removal Branch by EPA Region IV Delegation No. 14-14-C.

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

Respondent's participation in this Order shall not constitute or be construed as an admission of liability or of EPA's findings or determinations contained in this Order (including, but not limited to, findings relating to endangerment to the public health, welfare, or the environment) except in a proceeding to enforce the terms of this Order. Respondent agrees to comply with and be bound by the terms of this Order. Respondent further agrees that it will not contest the basis or validity of this Order or its terms.

EPA determined that it was necessary to enter into this Order to address the short term sampling and removal activities at the Site. Respondent agrees to pursue negotiations that will address additional issues concerning the Site.

II. PARTIES BOUND

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

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

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:

“ADEM” shall mean the Alabama Department of Environmental Management and any successor departments or agencies of the State.

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

“Day” shall mean a calendar day unless expressly stated to be a working day. “Working day” shall mean a day other than a Saturday, Sunday, or Federal holiday. 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.

“Effective Date” shall be the effective date of this Order as provided in Section XXI (Effective Date).

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

“Future Oversight Costs” are 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 AOC, verifying the Work, or otherwise implementing, overseeing, or enforcing this AOC.

“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.

“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.

"Order" shall mean this Order and all appendices attached hereto. In the event of conflict between this Order and any appendix, this Order shall control.

"Parties" shall mean the United States and the Respondent.

"Respondent" shall mean Solutia Inc.

"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).

"Section" shall mean a portion of this Order identified by a roman numeral, unless the Section precedes a numeric provision of a statute or regulation of the United States.

"Site" shall mean the Anniston PCB Site, which consists of residential, commercial, and public properties located in and around Anniston, Calhoun County, Alabama that contain or may contain polychlorinated biphenyl (PCB) impacted soil.

"State" shall mean the State of Alabama.

"United States" shall mean the United States of America.

"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), 42 U.S.C. § 9601(33); and (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

IV. EPA's FINDINGS OF FACT

For the purposes of this Order, EPA finds that:

- A. The Anniston PCB Site consists of residential, commercial, and public properties located in and around Anniston, Calhoun County, Alabama that contain or may contain polychlorinated biphenyl (PCB) impacted soil.
- B. Solutia Inc. is Respondent.
- C. Solutia Inc.'s Anniston plant encompasses approximately 70 acres of land and is located about 1 mile west of downtown Anniston, Alabama. The plant is bounded to the north by the Norfolk Southern and Erie railroads, to the east by Clydesdale Avenue, to the west by First Avenue, and to the south by U.S. Highway 202.
- D. In 1917, the Southern Manganese Corporation (SMC) opened the plant, which began producing ferro-manganese, ferro-silicon, ferro-phosphorous compounds, and phosphoric acid. In the late 1920s, the plant also started producing biphenyls. SMC

became Swann Chemical Company (SCC) in 1930, and in 1935, SCC was purchased by Monsanto Company. From 1935 to 1997, Monsanto Company operated the plant. Respondent represents that PCBs were produced at the plant from 1929 until 1971. In 1997, Monsanto Company formed Solutia Inc. and transferred ownership over certain of its chemical divisions. Solutia Inc. currently produces para-nitrophenol and polyphenyl compounds at the Anniston plant.

- E. During its operational history, the plant disposed of hazardous and nonhazardous waste at two landfills, the west end landfill and the south landfill, which are located adjacent to the plant. The west end landfill encompasses six acres of land, located on the southwestern side of the plant. The west end landfill is built on native clay soil and was used for disposal of the plant's wastes from the mid-1930s until approximately 1960. Respondent represents that in 1960, the west end landfill was transferred to the Alabama Power Company, and Monsanto Company began disposing of wastes at the south landfill. The south landfill is located on the southeast portion of the plant across U.S. Highway 202 and is situated on the lower northeastern slope of Coldwater Mountain. Respondent represents that the south landfill consists of 10 individual cells, of which two cells were used for the disposal of hazardous wastes, as defined under RCRA, from the plant. These two cells have been closed pursuant to RCRA regulations. Disposal of wastes at the south landfill ceased in approximately 1988. In 1993, Alabama Power Company transferred the west end landfill to Monsanto Company and leased a small parcel of land to the north of the west end landfill for its utility lines.
- F. During the time that the west end landfill and the south landfill were used to dispose of wastes, there was a potential for PCBs to be released from the landfills via soils and sediments being transported in surface water leaving the facility. Solutia Inc. has undertaken extensive "Interim Measures" in order to eliminate the potential for such releases. In addition, during the time that PCBs were manufactured by Monsanto Company at its Anniston plant, an aqueous stream flowing to a discharge point (currently identified as DSN0001) on Monsanto Company's Anniston plant site contained PCBs, and discharge from that discharge point flowed to a ditch, the waters of which flowed toward Snow Creek. Sampling by EPA, Solutia Inc., ADEM, and other parties has indicated that some sediments in drainage ditches leading away from the plant, Snow Creek, and Choccolocco Creek, as well as some sedimentary material in the floodplains of these waterways, contain varying levels of PCBs.
- G. Solutia Inc. has a RCRA permit for the facility, which is regulated by ADEM. Pursuant to its RCRA permit, Solutia Inc. has performed extensive "Interim Measures" on the west end landfill, the south landfill, and areas east and north of the plant during the mid to late 1990s to eliminate the potential for release of PCBs associated with soils and sediments. Solutia Inc. is also engaged in an extensive program under the RCRA permit to investigate and address PCBs in sediments and

floodplain soils in the waterways leading away from the plant. EPA has provided oversight of the RCRA permit.

- H. EPA has been performing its own investigation in Anniston under CERCLA to evaluate any threat to public health, welfare, or the environment posed by PCBs in Anniston.
- I. The Agency for Toxic Substances and Disease Registry (ATSDR) Health Consultation related to PCBs in Anniston was released for public comment on February 14, 2000. The ATSDR Health Consultation addresses, among other things, whether PCBs in soil are a threat to the public health in Anniston. The ATSDR Health Consultation was careful to note that the exposure estimates may overestimate or underestimate health risks in Anniston because there is an inadequate description of sampling and analytical methods for some of the data. Subject to the reservations noted above, the ATSDR Health Consultation concluded that PCBs in soil in parts of Anniston present a public health hazard of cancerous and non-cancerous health effects for persons with prolonged exposure, and PCBs in residential soil may present a public health hazard for thyroid and neurodevelopmental effects after exposure durations of less than 1 year. The ATSDR Health Consultation also concluded that further sampling and evaluation are needed to fully assess the scope of contamination and exposure and that further investigation should be done to allow ATSDR to make more specific recommendations for protecting public health. Solutia Inc. commented extensively on the Health Consultation. To date, ATSDR has not responded to public comment and has not issued a final version of the document.
- J. EPA has (and will continue) to share its sampling results with ATSDR to assist ATSDR with any future health studies which ATSDR may conduct in Anniston.
- K. EPA has sampled the soil at hundreds of properties through multiple sampling phases in Anniston for PCBs since June of 1999. EPA has not yet received the results for many of the properties sampled. However, the results that EPA has received indicate that many of the properties tested contain PCBs. For example, EPA sampled residents and businesses near the plant from June 28-30, 1999, for PCBs. The results from these samples indicated that some soils at residences and businesses in the vicinity of the plant contain PCBs. The level of PCBs detected during this June sampling event ranged from non-detect to 15.24 mg/kg. EPA also sampled residences, businesses, and creeks near the plant during February of 2000. The level of PCBs detected during this February sampling event ranged from non-detect to 317 mg/kg.
- L. Based on previous sampling activities conducted by EPA and other parties in Anniston, EPA has a reasonable basis to believe that the properties which will be sampled pursuant to this Order may contain hazardous substances, including PCBs.

- M. In June of 2000, EPA, with the assistance of ATSDR, established a five point composite sample value of 10 mg/kg of total PCBs as the removal trigger level for PCBs in residential properties in Anniston. For any property where a sample meets or exceeds the trigger level, EPA determined that action should be taken to dissociate the residents from the soil containing PCBs.
- N. EPA has identified six (6) properties that currently meet or exceed this removal trigger level. EPA anticipates that additional properties may be identified from prior sampling events as EPA receives additional data, and that Respondent may identify additional properties pursuant to the sampling required pursuant to this Order.
- O. On August 31, 2000, EPA notified Respondent of its potential liability under CERCLA, demanded that Respondent reimburse EPA for its past and future costs at the Site, and requested that Respondent perform a removal action at the Site.

Respondent's participation in this Order shall not constitute or be construed as an admission of liability or of EPA's findings or determinations contained in this Order (including, but not limited to, findings relating to endangerment to the public health, welfare, or the environment) except in a proceeding to enforce the terms of this Order.

V. EPA's CONCLUSIONS OF LAW AND DETERMINATIONS

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

1. The Anniston PCB Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. The contaminants found at the Site, as identified in the Findings of Fact above, include "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including but not limited to PCBs.
3. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
4. Respondent may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
 - A. Respondent Solutia Inc. is the "owner" and/or "operator" of the Site, 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).
 - B. Respondent Solutia Inc. was the "owner" and/or "operator" of the Site at the time of disposal of hazardous substances at the Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the Site as defined by Sections 101(22) of CERCLA, 42 U.S.C. § 9601(22).

6. The conditions present at the Site constitute an imminent and substantial endangerment to public health, welfare, or the environment. Factors that may be considered are set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended, 40 CFR Part 300 ("NCP").

7. The actual or threatened release of hazardous substances at or from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

8. The removal action required by this Order is necessary to protect the public health, welfare, or the environment, and is not inconsistent with the NCP or CERCLA.

Respondent's participation in this Order shall not constitute or be construed as an admission of liability or of EPA's findings or determinations contained in this Order (including, but not limited to, findings relating to endangerment to the public health, welfare, or the environment) except in a proceeding to enforce the terms of this Order.

VI. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, and the Administrative Record for this Site, it is hereby ordered and agreed that Respondent shall comply with the following provisions, including but not limited to all attachments to this Order, and all documents incorporated by reference into this Order, and perform the following actions:

1. Designation of Contractor, Project Coordinator, and On-Scene Coordinator

Respondent shall perform the removal action required by this Order itself or retain (a) contractor(s) to perform the removal action. Respondent shall notify EPA of Respondent's qualifications or the name(s) and qualification(s) of such contractor(s) within ten (10) working days of the effective date of this Order. Respondent shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the removal action under this Order at least ten (10) working days prior to commencement of such removal action. EPA retains the right to disapprove of any, or all, of the contractors and/or subcontractors retained by the Respondent, or of Respondent's choice of itself to do the removal action. If EPA disapproves of a selected contractor, Respondent shall retain a different contractor or notify EPA that it will perform the removal action itself within ten (10) working days following EPA's disapproval and shall notify EPA of that contractor's name and qualifications within fifteen (15) working days of EPA's disapproval.

Within five (5) working days after the effective date of this Order, Respondent shall designate a Project Coordinator who shall be responsible for administration of all the Respondent's actions required by the Order. Respondent shall submit the designated coordinator's name, address, telephone number, and qualifications to EPA. 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 any Project Coordinator named by Respondent. If EPA disapproves of a selected Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within ten (10) working 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.

EPA has designated Steve Spurlin of the EPA, Region IV Emergency Response and Removal Branch as its On-Scene Coordinator ("OSC"). Respondent shall direct all submissions required by this Order to the OSC at the following address:

U.S. Environmental Protection Agency, Region 4
Steve Spurlin, On Scene Coordinator
Waste Management Division
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, GA 30303

EPA and Respondent shall have the right, subject to the immediately preceding paragraph, to change its/their designated OSC or Project Coordinator. Respondent shall notify EPA, ten (10) working days before such a change is made. The initial notification may be made orally but it shall be promptly followed by a written notice.

2.0 Work to Be Performed

The overall purposes of the time critical removal action required by this Order are to determine the extent of PCBs, lead, and other hazardous substances as provided in this Order in Zones 1, 2, 3, 6 and "F" identified pursuant to Figure 1 of this Order, and to conduct appropriate removal needed to eliminate the immediate threat to human health, welfare, or the environment posed by PCBs within Zones 1, 2, 3, 6 and "F." Respondent shall perform, at a minimum, the following removal activities:

- a. Conduct composite surface soil sampling for residential properties in Zones 1, 2, 3, 6 and "F" as directed by EPA, excluding those properties already sampled by EPA. Highest priority will be given to Zone 3, followed by Zones 2, 1, "F", and 6. Sampling efforts in each zone shall be prioritized in a manner such that initial efforts will focus on areas associated with drainage pathways. Should the sampling data indicate that PCB impacts in an area do not warrant further short-term analysis, the OSC will have the authority to direct sampling efforts in that area to be stopped. If the OSC directs sampling to be stopped in any of the Zones described above, the OSC will retain authority to require Respondent to re-initiate sampling in these Zones if the OSC determines that it is appropriate.

- b. Conduct a removal response at the six (6) properties identified in Attachment 1 for which EPA composite sampling results indicate the presence of PCBs in surface soils at a concentration of 10 mg/kg or greater. Based on the composite sampling results the frontyard, backyard, or both shall be subject to a removal action.
- c. Conduct a removal response at properties having composite sample PCB levels in surface soils at 10 mg/kg or greater which are identified by EPA after sample collection and data review is completed for EPA's current and previous sampling events. Based on the composite sampling results the frontyard, backyard, or both shall be subject to a removal action.
- d. Conduct a removal response at properties having composite sample PCB levels in surface soils at 10 mg/kg or greater which are identified during sampling conducted by Respondent pursuant to this Order. Based on the composite sampling results the frontyard, backyard, or both shall be subject to a removal action.
- e. Respondent's removal response options shall include, but are not limited to, removal, engineered controls, or a combination thereof, of soils, sediments, or debris.
- f. For those residential properties identified pursuant to this Order having composite sample PCB levels in surface soils at 10 mg/kg or greater, and where removal of soil is the selected remedy, the removal action shall meet EPA's Clean-up Goal. EPA's Clean-up Goal shall require the removal of the top three (3) inches of soil from the impacted area as identified in section 2.0(b), (c), and (d). Respondent shall then conduct additional composite sampling and removal of soils in these areas (except as noted in 2.0(i) below) until remaining soils within the next nine (9) inches of soil (twelve (12) inches below original grade) have PCB levels below two (2) mg/kg. Soils in these areas below a depth of twelve (12) inches shall be removed until PCB concentration based on composite sampling is below 10 mg/kg.

EPA chose 2 mg/kg as the PCB surface soil Clean-up Goal for this removal action because 2 mg/kg is protective of the public health, welfare, and the environment for the short term. However, EPA's selection of 2 mg/kg as the PCB Clean-up Goal for this removal action will in no way affect EPA's selection of the final long-term protective clean up level for the Site. EPA has not yet determined what the long term clean up level for the Site will be. If EPA selects a long term clean up level lower than 2 mg/kg, it may be necessary to reassess whether the response actions performed on properties pursuant to this Order are sufficient.

- g. During the removal response action for a property, and when directed by the OSC, Respondent shall offer temporary relocation of the resident and any residents living on property whose property line touches a property at which a removal response is being conducted. In addition, Respondent shall provide for temporary relocation of any other residents living in the vicinity of the property at which a removal response is being conducted if EPA determines it is necessary for health and safety reasons. Any temporary relocations conducted pursuant to this Order must, at a minimum, meet the requirements of the Uniform Relocation Act (URA), 42 U.S.C. § 4601 et. seq.

- h. Unless otherwise specified, constituents to be included for sampling of residential properties under this Order include PCBs and lead.

EPA is currently investigating the potential sources of lead at the Site. EPA has not yet determined whether Respondent is a source of lead contamination at the Site. By agreeing to sample residential properties for lead pursuant to this Order, Respondent is in no way acknowledging or admitting that Respondent is a source of lead at the Site.

- i. For those properties having composite sample PCB levels at 10 mg/kg or higher in surface soils, identified by EPA or Respondent, Respondent shall make an exposure evaluation of the areas under any structures (i.e. crawl space, storage area, unfinished basement, etc.). The evaluation shall identify such areas and assess the potential exposure such areas pose to individuals who may use or live at each property. Respondent shall sample any such area if EPA determines that it poses a potential direct contact threat. A determination regarding the need for a removal response for these areas will be made by EPA on a case-by-case basis.
- j. Conduct a removal response action on the portion of 11th Street ditch identified in Figure 1.
- k. Sample the portion of the creek near West 9th Street and Eulaton Street identified in Figure 1. Constituents to be sampled will include at a minimum PCBs and priority pollutant metals listed in 40 CFR Part 423 Appendix "A".
- l. To ensure that properties subject to a removal response action pursuant to this Order are not recontaminated with PCBs at a level of 10 mg/kg or higher, Respondent shall conduct monitoring and sampling, as necessary, of such properties until EPA determines that all source areas which may cause recontamination have been addressed sufficiently.¹ At a minimum, Respondent shall monitor all such properties after episodic flood conditions. Any such properties impacted by potentially contaminated flood waters shall be resampled to ensure that previously addressed areas are not being recontaminated. Respondent shall conduct an additional removal response action at any area that is recontaminated at or above 10 mg/kg in surface soils pursuant to the terms and conditions set forth in this Order.
- m. Respondent shall conduct dust sampling in all homes with PCB levels at or above 10 mg/kg at which a removal response action is undertaken pursuant to this Order. Sampling shall be completed prior to the residents re-entry into their residence if temporary relocation was required per Section 2.0 (g). Respondent shall clean up the inside of these homes if the dust sampling results are equal to or greater than 2 mg/kg. In addition, Respondent shall have the option to clean up the inside of the home before receiving the dust sampling results.

¹ This Order does not address the source areas which may potentially recontaminate properties subject to a removal response action pursuant to this Order. EPA and Respondent intend to begin negotiations to address the long term threat posed by the Site in the near future.

- n. Within thirty (30) days of the effective date of this Order, Respondent shall provide EPA with office space for the On-Scene Coordinators. The space shall be sufficient in size to provide for the following: 1) working space for two OSC's, 2) a centralized conference or meeting area sufficient for small technical meetings, and 3) a working space for EPA's oversight support contractors with adequate counter and shelving areas to allow for sample handling and field equipment storage.

2.1 Work Plan and Implementation

As part of the Work Plans described below, the Respondent must submit a schedule for the above required activities which shall include specific initiation and completion dates. Although all required actions should be conducted in a timely and logical manner, the sequence, unless otherwise noted in this Order, for the sampling events required under this Order shall be as follows (in descending order of priority): Zones 3, 2, 1, "F," and 6. Within the time frame noted below, Respondent shall submit to EPA for approval Work Plans for performing the removal response actions set forth above. The Work Plans shall provide a description of, and an expeditious schedule for, the actions required by this Order.

EPA may approve, disapprove, require revisions to, or modify the Work Plans. If EPA requires revisions to any of the Work Plans, Respondent shall submit a revised Work Plan within (15) working days of receipt of EPA's notification of the required revisions. Respondent shall implement each Work Plan as finally approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, each Work Plan, schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondent shall notify EPA at least 48 hours prior to performing any on-Site work pursuant to each EPA-approved Work Plan. Respondent shall not commence or undertake any removal activities on-Site without prior EPA approval.

Respondent shall attempt to obtain access to all properties for which access is needed to perform the response actions required by this Order according to the procedures set forth in Section VI(3), and within the timeframes noted in this Order, the Access Schedule referred to in 2.1(h), or the Work Plans approved pursuant to this Order. If Respondent is denied access (after attempting to obtain access in the manner described in Section VI(3)) to any properties for which access is necessary pursuant to this Order, then all schedules in this Order and the Work Plans approved pursuant to this Order, which require access in order to comply with such schedules, shall be extended (with respect to the properties for which access is denied only) until ten (10) days after Respondent or EPA (on behalf of Respondent) obtains access to any such properties. However, any such schedule extension(s) shall not apply with respect to properties for which Respondent obtains access within the timeframes specified in this Order or the Work Plans approved pursuant to this Order.

- a. Within thirty (30) days after the effective date of this Order, Respondent shall submit to EPA for approval a Removal Work Plan which shall provide a description of the proposed removal response procedures to mitigate the direct contact threat from contaminated properties referenced in paragraph 2.0(b) above. The Work Plan shall include a monitoring plan

addressing the actions required by paragraph 2.0(l) above for properties upon which a removal response action is performed pursuant to this Order. In addition, Respondent shall attempt to obtain access to the properties referenced in paragraph 2.0(b) above, by sending the applicable correspondences in the manner described in Section VI(3) within seven (7) days of the effective date of this Order, or within seven (7) days of obtaining the necessary addresses from EPA, whichever is later.

- b. It is anticipated that the approach approved by EPA for the properties identified in paragraph 2.0(b) will serve as the template for the removal response action at similar properties identified by Respondent pursuant to this Order. Respondent shall submit to EPA for approval within thirty (30) days of Respondent's receipt of data having composite sample PCB levels at 10 mg/kg or greater in surface soils, an addendum to the original Removal Work Plan and to the original Health & Safety Plan. This addendum will address properties identified pursuant to paragraphs 2.0(c) and (d) above. The addendum shall include a schedule, as well as details of any modifications to the original Removal Work Plan and the original Health and Safety Plan specific to the newly identified properties.
- c. Within forty-five (45) days after the effective date of this Order, Respondent shall submit to EPA for approval an Indoor Sampling Plan for dust sampling of properties that require a removal response action because they have a composite PCB level equal to or greater than 10 mg/kg in surface soils.
- d. Within fourteen (14) days of EPA's approval of both the Removal Work Plan identified in 2.1(a) above and the Indoor Sampling Plan identified in 2.1(c) above, Respondent shall mobilize to the Site to initiate the required removal response actions pursuant to item 2.0(b) above.
- e. Within thirty (30) days after the effective date of this Order, Respondent shall submit a sampling plan to EPA for approval for characterizing those portions of the 11th Street Ditch shown on Figure 1 not yet characterized by Respondent or EPA, and those areas where additional sampling may be required.

Within fourteen (14) days of EPA's approval of the 11th Street Ditch sampling plan, Respondent shall initiate the required sampling.

Within thirty (30) days of the receipt the laboratory data (as provided in item 2.1(i)), Respondent shall submit to EPA for approval an 11th Street Ditch Removal Response Action Work Plan for the 11th street Ditch.

Within fourteen (14) days of EPA's approval of the 11th Street Ditch Removal Response Action Work Plan, Respondent shall submit a schedule to EPA for approval detailing those activities required to complete the response actions approved in the 11th Street Ditch Removal Response Action Work Plan and the time required to complete each activity. The Work Plan shall require a removal response action in the identified areas which shall prevent the potential for direct contact with soils and sediments with a PCB concentration of 10 mg/Kg or higher,

and shall prevent the release of soils and sediments with a PCB concentration exceeding 1 mg/kg.

- f. Within forty-five (45) days after the effective date of this Order, Respondent shall submit to EPA for approval a sampling plan for those portions of the West 9th Street and Eulaton Street Creek shown on Figure 1.
- g. Within thirty (30) days after the effective date of this Order, Respondent shall submit to EPA for approval a Sampling and Analysis Plan (SAP) describing the proposed sampling required under paragraph 2.0(a) above. The SAP shall provide a description of the proposed sampling required under paragraphs 2.0(a) above and a general description of how these areas will be prioritized.
- h. Within thirty (30) days after the effective date of this Order, Respondent shall submit an Access Schedule (AS) setting forth the timeframes for attempting to obtain access in the manner described in Section VI(3). The timeframes in the AS will refer to discrete sampling events and reference the properties to be sampled in each sampling event. Within thirty (30) days of obtaining EPA's approval of the SAP and obtaining access to at least one property, Respondent shall mobilize to initiate the required sampling for the applicable sampling event.
- i. Within thirty (30) days of the effective date of this Order, Respondent shall submit to EPA for approval a Data Management Work Plan (DMWP). The DMWP shall discuss the process and timelines by which Respondent will provide data and data reports to EPA for the sampling required pursuant to this Order.

2.2 Health and Safety Plan

With the submission of each Work Plan, Respondent shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of work under this Order. Each plan shall be prepared in accordance with EPA's current Standard Operating Safety Guide, dated November 1984, and currently updated July 1988. In addition, each plan shall comply with all current applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 CFR Part 1910. Respondent shall incorporate all changes to the plan(s) recommended by EPA, and implement the plan(s) during the pendency of the removal action.

2.3 Quality Assurance and Sampling

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 the following documents, as appropriate, as guidance for QA/QC and sampling: "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures," OSWER Directive Number 9360.4-01;

dated January 1990; "Compendium of ERT Procedures," OSWER Directives Numbered 9360.4-04 through 9360.4-08.

Respondent shall submit for approval a Quality Assurance Plan (QAPP) for conducting the sampling required pursuant to this Order. The QAPP will be developed in accordance with EPA Guidance for QAPPS, EPA QA/G-5.

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

Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondent while performing work under this Order. Respondent shall notify EPA not less than thirty (30) days in advance of any sample collection activity, unless the OSC agrees in writing to a shorter timeframe with regard to a specific sampling event. EPA shall have the right to take any additional samples that it deems necessary.

2.4 Post-Removal Site Control

In accordance with the Work Plan schedule, or as otherwise directed by EPA, Respondent shall submit a proposal for post-removal Site control consistent with Section 300.415(k) of the NCP and OSWER Directive 9360.2-02. Upon EPA approval, Respondent shall implement such controls and shall provide EPA with documentation of all post-removal Site control arrangements.

2.5 Reporting

Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Order every thirtieth (30th) day after the date of receipt of EPA's approval of the first Work Plan submitted pursuant to this Order until termination of this Order, unless otherwise directed by the OSC in writing. 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.

If Respondent owns any portion of the Site, at least thirty (30) days prior to the conveyance of any interest in real property at the Site, Respondent shall give written notice that the property is subject to this Order to the transferee and written notice to EPA of the proposed conveyance, including the name and address of the transferee. Respondent agrees to require that its successor comply with the immediately preceding sentence and Section VI(3) - Access to Property and Information.

2.6 Final Report

Within ninety (90) days after completion of all removal response actions required under this Order, the 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 with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and OSWER Directive No. 9360.3-03 - "Removal Response Reporting." 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 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, 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.

3. Access to Property and Information

Respondent shall attempt to obtain access to the Site and off-Site areas to which access is necessary to implement this Order, and shall provide access to all records and documentation related to the conditions at the Site and the actions conducted pursuant to this Order. Such access shall be provided to EPA employees, contractors, agents, consultants, designees, representatives, and ADEM representatives. Such access provided and/or obtained by Respondent shall permit these individuals to move freely in order to conduct actions which EPA determines to be necessary. Respondent shall submit to EPA, upon receipt, the results of all sampling or tests and all other data generated by Respondent or its contractor(s), or on the Respondent's behalf during implementation of this Order.

For all properties where a response action under this Order is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall send (within the timeframes specified in this Order, the AS, or the Work Plans approved pursuant to this Order) the applicable correspondence (as provided below) to all resident(s), owner(s), and/or non-resident owner(s) from whom access is needed to perform a response action pursuant to this Order. The correspondence and agreement attached to this Order as Exhibit A shall be sent to all resident(s), owner(s), and/or non-resident owner(s) whose property Respondent is required to sample (in order to determine if further action is necessary) pursuant to this Order. The correspondence and agreement attached to this Order as Exhibit B shall be sent to all resident(s), owner(s), and/or non-resident owner(s) whose property's composite sampling results indicate the presence of PCBs in surface soils at a concentration of 10 mg/kg or greater, and whose property Respondent needs access to in order to perform a removal response action pursuant this Order.

Respondent shall attempt to identify all resident(s), owner(s), and/or non-resident owner(s) from whom Respondent should obtain access in order to perform any actions required pursuant to this Order by using, at a minimum, the Calhoun County's official records.

Respondent shall send all of the correspondence requesting access pursuant to this Order via certified mail, return receipt requested. If Respondent does not receive the necessary access agreements within thirty (30) days from the date that the resident(s), owner(s), and/or non-resident owner(s) received it, Respondent shall notify EPA in writing, within five (5) days from the date that the applicable access agreement was due, that Respondent was unable to obtain access from any such party. If the resident(s), owner(s), and/or non-resident owner(s) fail to sign for the certified correspondence within thirty (30) days from the date the correspondence was mailed by Respondent, Respondent shall notify EPA, within thirty-five (35) days from the date the correspondence was originally mailed by Respondent, that Respondent was unable to obtain access from any such party. For any party from whom Respondent was unable to obtain access, Respondent shall send to EPA a copy of all correspondences, county records, and any other evidence or information Respondent has regarding the resident(s), owner(s), and/or non-resident owner(s) from whom Respondent was unable 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 attorneys' fees incurred by the United States in obtaining such access. EPA acknowledges that if Respondent has attempted to obtain access to properties subject to this Order in the manner described above, and is unable to do so, then Respondent will not be liable for stipulated penalties for failure to meet any schedules in this Order or the Work Plans approved pursuant to this Order with respect to properties for which access is denied. To the extent that any resident(s), owner(s), and/or non-resident owner(s) is adverse to Solutia Inc. in a legal proceeding and is represented by counsel, Respondent may send the appropriate correspondence and agreement discussed in Section VI(3) to any such person's counsel only.

4. Record Retention, Documentation, Availability of Information

Respondent shall preserve all documents and information relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for ten years following completion of the removal response actions required by this Order. At the end of this ten year-period and thirty (30) days before any document or information is destroyed, Respondent shall notify EPA that such documents and information are available to EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to EPA. In addition, Respondent shall provide documents and information retained under this section at any time before expiration of the ten year- period at the written request of EPA.

Respondent may assert a business confidentiality claim pursuant to 40 CFR § 2.203(b) with respect to part or all of any information submitted to EPA pursuant to this Order, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). Analytical and other data specified in Section 104(e)(7)(F) of CERCLA shall not be claimed as confidential by the Respondent. EPA shall disclose information covered by a business confidentiality claim only to the extent permitted by, and by means of the procedures set forth at, 40 CFR Part 2, Subpart B. If no

such claim accompanies the information when it is received by EPA, EPA may make it available to the public without further notice to Respondent.

Respondent shall maintain a running log of privileged documents on a document-by-document basis, containing the date, author(s), addressee(s), subject, the privilege or grounds claimed (e.g., attorney work product, attorney-client), and the factual basis for assertion of the privilege. Respondent shall keep the "privilege log" on file and available for inspection. EPA may at any time challenge claims of privilege.

5. Off-Site Shipments

All hazardous substances, pollutants, or contaminants removed off-Site pursuant to this Order for treatment, storage, or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by EPA, pursuant to Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and the off-site rule at 40 CFR 300.440. EPA will provide information on the acceptability of a facility under Section 121(d)(3) of CERCLA and 40 CFR 300.440.

It is understood that, pursuant to this provision and the statutes and regulations cited herein, material containing PCBs at levels less than 50 mg/kg may be disposed of at a facility permitted for the disposal of non-hazardous wastes under Subtitle D of RCRA or appropriate State law, provided that such material does not contain elevated levels of other hazardous substances that would prohibit it from being disposed of at a non-hazardous waste facility.

6. Compliance With Other Laws

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 CERCLA Section 121(e) and 40 CFR Section 300.415(i). In accordance with 40 CFR Section 300.415(i), all on-Site actions required pursuant to this Order shall, as determined by EPA, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. (See "The Superfund Removal Procedures: Guidance on the Consideration of ARARs During Removal Actions," OSWER Directive No. 9360.3-02, August 1991). Respondent shall identify ARARs in the Work Plan subject to EPA approval.

7. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the actions conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, 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 at (404)562-8743 or, in the event of his/her unavailability, shall notify the EPA Hotline at (800)424-8802 of the incident or Site conditions. If

Respondent fails to respond, EPA may respond to the release or endangerment and reserve the right to pursue cost recovery.

In addition, in the event of any release of a hazardous substance from the Site, Respondent shall immediately notify EPA's OSC and the National Response Center at telephone number (800) 424-8802. Respondent shall submit a written report to EPA within seven (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, not in lieu of, reporting under CERCLA Section 103(c) and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.

VII. AUTHORITY OF THE EPA ON-SCENE COORDINATOR

The OSC shall be responsible for overseeing the 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.

VIII. REIMBURSEMENT OF COSTS

Respondent shall reimburse EPA for all Future Oversight Costs, not inconsistent with the NCP, incurred by the United States.

On a periodic basis, EPA shall submit to Respondent a bill for Future Oversight Costs that includes a SCORPIOS report (or if Region 4 is no longer using SCORPIOS, the type of cost summary report Region 4 is using at the time of the bill). Respondent shall, within thirty (30) days of receipt of the bill, remit a cashier's or certified check for the amount of the bill made payable to the "Hazardous Substance Superfund," to the following address:

United States Environmental Protection Agency
Region IV
Superfund Accounting
P.O. Box 100142
Atlanta, Georgia 30384
Attn: Collection Officer in Superfund

Respondent shall simultaneously transmit a copy of the check to Ms. Paula V. Batchelor at:

U.S. Environmental Protection Agency
CERCLA Program Services Branch
Waste Management Division
61 Forsyth Street S.W.
Atlanta, GA 30303

Payments shall be designated as "Future Oversight Costs - Anniston PCB Site" and shall reference the payor's name and address, the EPA site identification number 04-S9, and the docket number of this Order.

In the event that the payments for Future Oversight Costs are not made within thirty (30) days of the Respondent's receipt of the bill, Respondent shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA. The interest for Respondent's failure to make timely payments on Future Oversight Costs shall begin to accrue on the date of the Respondent's receipt of the bill. Interest shall accrue at the rate specified through the date of the 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.

Respondent may dispute all or part of a bill for Future Oversight 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, or that a cost is not appropriate for reimbursement under the terms of this Order.

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 into the Hazardous Substance Fund as specified above 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 OSC. 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 ten (10) days after the dispute is resolved.

IX. DISPUTE RESOLUTION

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Respondent objects to any EPA action taken pursuant to this Order, including billings for Future Oversight Costs, the Respondent shall notify EPA in writing of its objection(s) within thirty (30) days of receipt of notice of such action, unless the objection(s) has/have been informally resolved.

EPA and Respondent shall within thirty (30) days from EPA's receipt of the Respondent's written objections attempt to resolve the dispute through formal negotiations (Negotiation Period). The Negotiation Period may be extended at the sole discretion of EPA. EPA's decision regarding an extension of the Negotiation Period shall not constitute an EPA action subject to dispute resolution or a final agency action giving rise to judicial review.

Any agreement reached by the parties pursuant to this section shall be in writing, signed by both parties, and shall upon the signature by both parties be incorporated into and become an enforceable element of this Order. If the parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Director, Waste Management Division level or higher will issue a written decision on the dispute to the Respondent. The decision of EPA shall be incorporated into and become an enforceable element of this Order upon Respondent's receipt of the EPA decision regarding the dispute. 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's shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs. No EPA decision made pursuant to this section shall constitute a final agency action giving rise to judicial review prior to a judicial action brought by the United States to enforce the decision.

X. FORCE MAJEURE

Respondent agrees to perform all requirements under 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, that 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.

Respondent shall notify EPA orally within forty-eight (48) hours after the event, and in writing within seven (7) days after Respondent becomes or should have become aware of events, which constitute a force majeure. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. Respondent shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this section shall waive any claim of force majeure by the Respondent.

If EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by EPA. Such an extension shall not alter Respondent's obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

XI. STIPULATED AND STATUTORY PENALTIES

For each day, or portion thereof, that Respondent fails to perform, fully, any requirement of this Order in accordance with the schedule established pursuant to this Order and any plans approved pursuant to this Order, Respondent shall be liable as follows:

Period of Failure to Comply	Penalty Per Violation Per Day
1st through 7th day	\$500.00
8th through 15th day	\$1,000.00
16th day and beyond	\$5,000.00

Upon receipt of written demand by EPA, Respondent shall make payment to EPA within thirty (30) days. Interest shall accrue on late payments as of the date the payment is due which is the date of the violation or act of non-compliance triggering the stipulated penalties.

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether EPA has notified Respondent of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondent's obligation to complete the performance of the work required under this Order.

Violation of any provision of this Order may subject Respondent to civil penalties of up to twenty-seven thousand five-hundred dollars (\$27,500) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). Respondent may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should Respondent violate this Order or any portion hereof, EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

XII. RESERVATION OF RIGHTS

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 the Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law. EPA reserves the right to bring an action against Respondent under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by the United States related to this Order or the Site and not reimbursed by Respondent.

XIII. OTHER CLAIMS

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. Neither the United States nor EPA shall be deemed a party to any contract entered into by the Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

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

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2). The Respondent waives any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order.

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).

XIV. COVENANT NOT TO SUE

Except as otherwise specifically provided in this Order, upon issuance of the EPA notice referred to in Section XIX - Notice of Completion, EPA covenants not to sue Respondent for judicial imposition of damages or civil penalties or to take administrative action against Respondent for any failure to perform removal actions agreed to in this Order except as otherwise reserved herein.

Except as otherwise specifically provided in this Order, in consideration and upon Respondent's payment of the Future Oversight Costs specified in Section VIII of this Order, EPA covenants not to sue or to take administrative action against Respondent's under Section 107(a) of CERCLA for recovery of Future Oversight Costs incurred by the United States in connection with this removal action or this Order. This covenant not to sue shall take effect upon the receipt by EPA of the payments required by Section VIII - Reimbursement of Costs.

These covenants not to sue are conditioned upon the complete and satisfactory performance by Respondent of its obligations under this Order. These covenants not to sue extend only to the Respondent and do not extend to any other person.

XV. CONTRIBUTION PROTECTION

With regard to claims for contribution against Respondent for matters addressed in this Order, the Parties hereto agree that the Respondent is entitled to protection from contribution actions or claims to the extent provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4).

Nothing in this Order precludes the United States or the Respondent from asserting any claims, causes of action or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

XVI. INDEMNIFICATION

Respondent agrees to 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: (A) arising from, or on account of, acts or omissions of Respondent, Respondent's officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent, and (any one or more) persons for performance of work on or relating to the Site, including claims on account of construction delays. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including litigation costs arising from or on account of claims made against the United States based on any of the acts or omissions referred to in the preceding paragraph.

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.

XVII. INSURANCE

At least seven (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 five (5) 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. 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 need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XVIII. MODIFICATIONS

Requirements of this Order may be modified in writing by mutual agreement of the parties.

If Respondent seeks permission to deviate from any approved Work Plan or schedule, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed Work Plan modification and its basis.

No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent 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.

XIX. NOTICE OF COMPLETION

When EPA determines, after EPA's review of the Final Report, that all removal actions have been fully performed in accordance with this Order, with the exception of any continuing obligations required by this Order, EPA will provide notice to the Respondent. If EPA determines that any removal actions have 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.

XX. SEVERABILITY

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.

XXI. EFFECTIVE DATE

All aspects of this Order shall be effective (2) days after Respondent receives notification that the Order has been signed by EPA Region 4.

The undersigned representative of Respondent certifies that they are fully authorized to enter into the terms and conditions of this Order and to bind the party they represent to this document.

Agreed this 29th day of September, 2000.

Solutia Inc.

By: Michael R. Foresman

Michael R. Foresman

(ts: President, Solutia Management Co.

It is so ORDERED and Agreed this 20th day of Oct, 2000.

BY: Myron D. Lair DATE: 10/20/2000
Myron D. Lair, Chief
Emergency Response and Removal Branch, Region IV
U.S. Environmental Protection Agency

EFFECTIVE DATE: October 27, 2000

18 11 0030

Exhibit A

SAMPLING CORRESPONDENCE

AND

LICENSE AGREEMENT

Exhibit A

SAMPLING CORRESPONDENCE

{Name}
{Address}

Re: Property Located at {address}

Dear _____:

Solutia Inc. and the United States Environmental Protection Agency (EPA) have entered into an administrative agreement requiring Solutia to perform certain tasks in and around the Anniston area with EPA oversight. At EPA's request and pursuant to the administrative agreement, Solutia has agreed to investigate residential properties in certain areas in and around Anniston for the presence of polychlorinated biphenyls ("PCBs") and lead. The above referenced property is within one of the areas in which Solutia agreed to investigate.

So that Solutia can perform its investigation, Solutia requests that you grant permission for Solutia, EPA, the Alabama Department of Environmental Management (ADEM), and their contractors and representatives to enter your property by signing the enclosed License Agreement and returning it to me in the enclosed, self-addressed, stamped envelope within thirty days from the day you receive this letter.

Solutia will need to obtain soil samples from your front and back yards. Those samples will then be analyzed at an EPA-approved laboratory for the presence of PCBs and lead. Under the administrative agreement, Solutia has agreed to remove or otherwise address soils where the initial sampling reveals the presence of PCBs at levels equal to or greater than 10 parts per million. After your soil is analyzed, Solutia will provide you with copies of the sampling results. If the results indicate a presence of PCBs at levels equal to or greater than 10 parts per million, Solutia will request access to undertake additional response activities to address PCB impacted areas on your property. The initial sampling and any additional work performed on your property will not cost you any money and will be designed to minimize any inconvenience to you.

If you have any questions regarding the attached License Agreement, please do not hesitate to give me a call. I can be reached at _____. Alternatively, you may call Steve Spurlin, EPA's on-scene coordinator responsible for overseeing Solutia's activities under the administrative agreement. Mr. Spurlin can be reached at EPA's Community Relations Center in Anniston at (256)236-2599.

We thank you for your cooperation and appreciate your prompt attention to this matter.

10 11 0032

Sincerely,

Solutia Inc.

Exhibit A**SAMPLING LICENSE AGREEMENT**

This License Agreement is made between _____, a landowner (or tenant) in Calhoun County, Alabama, owning (or leasing) property located at _____ ("Owner") (or "Tenant"), and Solutia Inc., 702 Clydesdale Avenue, Anniston, Alabama, 36201-5390.

1. Owner (or Tenant) hereby grants to Solutia, EPA, ADEM, and their contractors and representatives a revocable license to enter upon real property owned by Owner (or leased by Tenant) located at _____ (the "Property"), for the following purpose: Taking soil samples from the Property and analyzing such samples for the presence of polychlorinated biphenyls ("PCBs") and lead. This access shall permit the collection of soil samples from the unimproved portions of the Property and any soils beneath any structures on the Property, including crawl space areas or unfinished basements.
2. Solutia agrees, upon completion of the sampling and testing to be performed, that all material and equipment shall be removed from the Property, except for improvements agreed to by Owner (if Tenant is signing this license, put Owners name here). The Property will be restored as nearly as possible to its original state and condition.
3. Solutia assumes responsibility for, and agrees to indemnify Owner (or Tenant) for, any liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury to persons or damage to property sustained in connection with or arising out of performance of the work hereunder.
4. Solutia assumes responsibility and liability for violations of Federal, State, or local law incurred in connection with or arising out of performance of the work hereunder.
5. Owner (or Tenant) shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions that Owner (or Tenant) is aware of that might reasonably be expected to be affected by the work to be performed.
6. This Agreement contains the entire agreement among the parties, and no other agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement shall be binding or valid, except as provided above.

Executed this _____ day of _____, 2000.

By:

Print/Typed Name: _____

Address: _____

SOLUTIA INC.

By:

Title: _____

Exhibit B

SOIL REMOVAL CORRESPONDENCE

AND

LICENSE AGREEMENT

Exhibit B

SOIL REMOVAL CORRESPONDENCE

{Name}
{Address}

Re: Property Located at {address}

Dear _____:

Solutia Inc. and the United States Environmental Protection Agency (EPA) have entered into an administrative agreement requiring Solutia to perform certain tasks in and around the Anniston area with EPA oversight. As you are aware, EPA and/or Solutia previously sampled your property for the presence of PCBs and found a level of PCBs in a composite sample equal to or greater than 10 parts per million in your (front/back/or whole) yard. At EPA's request and pursuant to the administrative agreement, Solutia has agreed to perform a removal action on your property to address the presence of PCBs in your (front/back/or whole) yard. In addition, Solutia has agreed pursuant to the administrative agreement to sample dust in in your home for the presence of PCBs, and if the dust samples indicate PCB concentrations equal to or greater than 2 parts per million, Solutia has agreed to clean the inside of your home.

So that Solutia can perform the removal action, Solutia requests that you grant permission for Solutia, EPA, the Alabama Department of Environmental Management (ADEM), and their contractors and representatives to enter your property for the following purposes: 1) to address PCB impacted soils on your property; and 2) to sample the dust inside of your home for PCBs, and if necessary to clean it up. You may grant permission for the above described activities by signing the enclosed License Agreement and returning it to me in the enclosed, self-addressed, stamped envelope within thirty days from the day you receive this letter.

Before Solutia performs any removal action on your property, the action will be explained to you in writing. Depending on the scope of the removal action necessary on your property, it may be necessary to temporarily relocate all of the residents living in the home during the removal action. Any temporary relocation offered pursuant to the administrative agreement between EPA and Solutia Inc. will be in accordance with applicable Federal and State law. The work performed on your property, including any temporary relocation during the removal action, will not cost you any money and will be designed to minimize any inconvenience to you.

If you have any questions regarding the attached License Agreement, please do not hesitate to give me a call. I can be reached at _____. Alternatively, you may call Steve Spurlin, EPA's on-scene coordinator responsible for overseeing Solutia's activities under the administrative agreement. Mr. Spurlin can be reached at EPA's Community Relations Center in Anniston at (256)236-2599.

10 11 0037

We thank you for your cooperation and appreciate your prompt attention to this
matter.

Sincerely,

Solutia Inc.

Exhibit B

SOIL-REMOVAL LICENSE AGREEMENT

This License Agreement is made between _____, a landowner (or tenant) in Calhoun County, Alabama, owning property located at _____ ("Owner") (or "Tenant"), and Solutia Inc., 702 Clydesdale Avenue, Anniston, Alabama, 36201-5390.

1. Owner (or Tenant) hereby grants to Solutia, EPA, ADEM, and their contractors and representatives a revocable license to enter upon real property owned by Owner (or leased by Tenant) located at _____ (the "Property"), for one or more of the following purposes:

1.1 Removing soils from the Property, disposing of soils from the Property, performing engineered controls (including, but not limited to, drainage modification and grading) at the Property, and restoring the Property as nearly as possible to its original state and condition in accordance with a work plan to be provided to Owner (or Tenant) prior to the initiation of any work on the Property.

1.2 Sampling soils on the Property for the presence of PCBs and/or lead in order to determine the scope and extent of the cleanup.

1.3 Sampling dust in the interior of improvements on the Property, analyzing such samples for the presence of PCBs, and if the dust samples indicate PCB concentrations equal to or greater than 2 parts per million, cleaning to remove PCBs from the interior of the improvements.

2. Solutia agrees, upon completion of the sampling, testing, and any soil removal response action and/or restoration to be performed, that all material and equipment shall be removed from the Property, except for improvements agreed to by Owner (if Tenant is signing this license, put Owners name here). The Property will be restored as nearly as possible to its original state and condition.

3. Solutia assumes responsibility for, and agrees to indemnify Owner (or Tenant) for, any liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury to persons or damage to property sustained in connection with or arising out of performance of the work hereunder.

4. Solutia assumes responsibility and liability for violations of Federal, State, or local law incurred in connection with or arising out of performance of the work hereunder.

5. Owner (or Tenant) shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions that Owner (or Tenant) is aware of that might reasonably be expected to be affected by the work to be performed.

6. This Agreement contains the entire agreement among the parties, and no other agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement shall be binding or valid, except as provided above.

Executed this ____ day of _____, 2000.

By:

Print/Typed Name: _____

Address: _____

SOLUTIA INC.

By:

Title: _____

Exhibit C

Figure 1

Attachment I

Properties with PCB's \geq 10 PPM

Address	Represented	Tenant Occupied Yes/No
1230 12 th West Street	Stewart	Yes
2302 Calhoun Street	Stewart	No
912 Duncan Avenue	No	No
920 McDaniel Avenue	Ruth	No
1215 11 th West Street	Ruth	Yes
1113 McDaniel Avenue	Ruth	Yes

OVERSIZED

DOCUMENT

10 11 0043



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

October 25, 2000

4EAD

Via certified mail

Allan J. Topol
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington D.C. 20044-7566

SUBJ: Anniston PCB Site
Effective Date of Administrative Order on Consent

Dear Alan:

On October 25, 2000, Karen Ballotta informed me that your office received EPA's written notification to Solutia Inc. which stated that EPA signed the Anniston PCB Site (Site) Administrative Order on Consent (Order), docket no. 01-02-C, on October 20, 2000. Pursuant to Section XXI of the AOC, the effective date of the AOC is October 27, 2000. I added "October 27, 2000," to the Effective Date blank of the Order today. The enclosed copy reflects this addition.

Please call me at (404)562-9548 if you have any questions regarding this matter.

Sincerely,

Dustin Minor

Dustin F. Minor
Assistant Regional Counsel

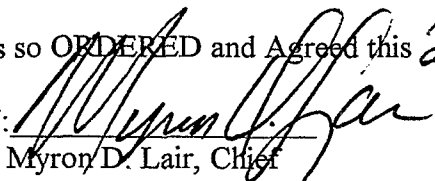
Enclosure

cc: Tom Bistline, Assistant General Counsel, Solutia Inc. (via Federal Express)
Karen Ballotta, via facsimile (w/out enclosures)

10 11 0044

It is so ORDERED and Agreed this 20th day of Oct., 2000.

BY:



DATE:

10/20/2000

Myron D. Lair, Chief
Emergency Response and Removal Branch, Region IV
U.S. Environmental Protection Agency

EFFECTIVE DATE: October 27, 2000