UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
SEATTLE, WASHINGTON

IN THE MATTER OF: GULF USA CORPORATION; ASARCO INCORPORATED; HECLA MINING COMPANY; CALLAHAN MINING CORPORATION; COEUR D'ALENE MINES CORPORATION; STAUFFER CHEMICAL COMPANY; SUNSHINE MINING COMPANY; SUNSHINE PRECIOUS METALS, INC.; UNION PACIFIC RAILROAD, Proceedings under Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9606(a).	EPA Docket No. 1092-04-14-106 ADMINISTRATIVE ORDER ON CONSENT FOR 1992 REMOVAL ACTION AT THE BUNKER HILL SUPERFUND SITE

I. INTRODUCTION

1. This Administrative Order on Consent ("Order") is issued by the United States Environmental Protection Agency ("EPA") to Gulf USA Corporation (formerly Gulf Resources & Chemical Corporation) ("Gulf"); ASARCO Incorporated; Hecla Mining Company; Callahan Mining Corporation; Coeur d'Alene Mines Corporation; Stauffer Chemical Company; Sunshine Mining Company; Sunshine Precious Metals, Inc.; and Union Pacific Railroad (hereinafter collectively referred to as "Respondents"), pursuant

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to Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9606(a), as amended. By signing this Order below, Respondents consent to its issuance and agree to undertake all actions required by the terms and conditions hereunder.

II. JURISDICTION

2. This Order is issued pursuant to the authority conferred on the President of the United States by Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), as amended; delegated to the Administrator of the EPA by the Executive Order 12580, dated January 23, 1987, 52 Fed. Reg. 2923 (Feb. 29, 1987); and further delegated to the EPA Regional Administrators and the EPA Assistant Administrator for Solid Waste and Emergency Response by the EPA Delegations Manual Sections 14-14, 14-14-A and 14-14-C. This authority is conferred on the EPA, Region 10, Director, Hazardous Waste Division, by Regional Redelegation Order signed by the Regional Administrator.

III. JUDICIAL REVIEW

3. As provided in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h), as amended, and for purposes of this Order, there shall be no judicial pre-enforcement review by Respondents of any matter contained in this Order.

IV. EPA NOT BOUND TO ACT

4. Whenever this Order creates any duty(s) upon Respondents, any directory language, including the words "will," "expect to," or "shall," when used in reference to any action to be taken by EPA shall only be interpreted as a condition

precedent to Respondents' duty(s) to act, and not a duty of EPA to act, or to act within a specified time period. EPA agrees not to seek stipulated penalties pursuant to Paragraph 73 of this Order for, or initiate separate proceedings as a result of, any delay occasioned by the failure of EPA or its representatives to perform an act or grant any required approval in a timely manner.

V. PURPOSES

5. In entering into this Order, the mutual objectives of EPA and Respondents are:

a. To implement the Work Plans described in Section XI of this Order and in the attached Scope of Work (Attachment A), subject to approval by EPA, to remove and dispose of contaminated soil from residential yards identified by EPA, to control fugitive dust, and to undertake certain additional CERCLA response actions at the Site as described in the attached Scope of Work.

b. To accomplish the foregoing in a manner consistent with CERCLA as amended and the National Contingency Plan ("NCP"), 40 C.F.R. Part 300 (1991), and the applicable EPA guidance documents and policies.

VI. FINDINGS OF FACT

Based upon the information available to it, EPA makes the following findings of fact:

6. On September 8, 1983, the Bunker Hill Mining and Metallurgical Site ("Bunker Hill Superfund Site" or "Site") was listed on the National Priority List ("NPL") of hazardous waste sites pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605.

7. The Bunker Hill Superfund Site is located in the Silver Valley along the South Fork of the Coeur d'Alene River in Shoshone County, Idaho, and consists of an area of approximately twenty-one (21) square miles. The Site encompasses a now-closed

mining complex and former metallurgical and smelting facility and the cities of Kellogg, Page, Pinehurst, Smelterville, and Wardner. Approximately 6,000 people live within the Site.

8. On November 1, 1982, Bunker Limited Partnership purchased the Bunker Hill mining and smelting facility and related real property from Gulf, a Delaware Corporation, and its wholly-owned subsidiary, the Bunker Hill Company (subsequently renamed Pintlar Corporation), which owned and operated the Bunker Hill facility from 1968 to 1982.

9. The Bunker Hill mining and smelting facility is currently owned, operated, and controlled by the Bunker Limited Partnership, an Idaho limited partnership which filed a Chapter 11 Bankruptcy petition on June 28, 1991; B.H. Properties, Inc., a Delaware Corporation and general partner in the Bunker Limited Partnership; the Minerals Corporation of Idaho, a Washington corporation and wholly-owned subsidiary of Bunker Limited Partnership doing business in Idaho; and the Bunker Hill Mining Company (U.S.), Inc., debtor in possession. The Minerals Corporation of Idaho currently owns the closed Bunker Hill lead smelter, silver refinery, electrolytic zinc plant, phosphoric acid and phosphate fertilizer plant, sulfuric acid plant, cadmium plant, part of the Central Impoundment Area, and other real property within the Site. Bunker Hill Mining Company (U.S.), Inc., which on August 22, 1991, had its Chapter 11 Liquidation Plan confirmed by the Idaho Bankruptcy Court, owns the now-closed Bunker Hill mine and mill, the Crescent Mine, part of the Central Impoundment Area, and other real property within the Site.

Bunker Hill Mining Company (U.S.) is in the process of liquidating its assets and selling its property pursuant to the bankruptcy plan.

10. Since the beginning of mining in 1885 and smelting operations in 1917, large quantities of a variety of waste products, including process tailings, flue dust, slag, and airborne emissions have been released into the environment at the Site. These wastes contain lead, cadmium, zinc, copper, arsenic, antimony, mercury, silver, and other metal elements. Large quantities of these waste products remain in the environment in and around the Bunker Hill Superfund Site, including in the residential soils within the populated areas of the Site.

11. Since the beginning of mining operations in the Silver Valley upstream from the Bunker Hill Superfund Site, large quantities of mine tailings, containing hazardous substances, have been discharged into the South Fork of the Coeur d'Alene River and have come to be located at the Site.

12. The hazardous substances present at the Site are known or suspected to cause a variety of adverse health and environmental effects. The health effects attributed to the contaminants of concern are:

a. Lead: Exposure to lead can cause a decrease in the concentration of blood proteins throughout the body, and can impair the utilization of iron. Exposure to lead can produce long-term and possibly permanent neuropsychological effects in children, such as learning disabilities and behavioral problems. As exposure levels increase, reproductive effects, such as stillbirths and miscarriages, occur and severe, long-term damage occurs to the blood-forming system, the nervous system, the heart and blood vessels, kidney, and liver. Lead crosses the placenta

and has been shown to adversely affect the fetus. Lead is classified as a probable human carcinogen with low potency.

b. Cadmium: Cadmium has been demonstrated to cause cancer in animals. Animal carcinogens are suspected human carcinogens. Cadmium is considered a human carcinogen for inhalation. Cadmium may also be a mutagen (causes changes in genes or organisms that are perpetuated in subsequent cell divisions which produce offspring of the organism). Cadmium can cause sterility in animals and can affect the kidneys, bones, liver, reproductive system, respiratory tract, and immune system. Cadmium has been reported to cause hypertension in animals. It can interact with other metals, such as copper, iron, and zinc, and can cause symptoms associated with their deficiency such as anemia. Cadmium can accumulate in the kidneys and liver of animals.

c. Zinc and Copper: Although small amounts of zinc and copper are essential to many forms of life, they are known to be toxic at elevated levels to a number of animal species, including humans. Fish are notably sensitive to elevated concentrations of zinc and copper.

d. Arsenic: Arsenic exposure has been linked to increased incidence of human lung and skin cancer. Chronic arsenic exposure can produce malaise, fatigue, changes in skin pigmentation, and gastrointestinal disturbances. Acute exposure to certain arsenic compounds can be fatal.

e. Antimony: Antimony and its compounds are generally regarded as skin irritants. The effects of acute or chronic antimony poisoning include abdominal pain, shortness of breath, nausea, vomiting, dermatitis, and visual disturbances.

f. Mercury: Mercury and mercury compounds have been found to affect the central nervous system in humans. Mercury binds irreversibly to nerve cells and may result in blindness, deafness, ataxia, speech impairment, and severe mental disturbances. Mercury passes through the placenta membrane and has been shown to be carcinogenic in laboratory animals and embryotoxic in humans. Mercury can also cause degenerative changes in the kidneys.

13. These hazardous substances are ubiquitous and found in a wide range of concentrations in residential yard soils, interior dusts, rights-of-way, commercial properties, surface and groundwater, and air particulate matter within the Site.

Exposure of sensitive sub-populations to these media can result in excess risk of both carcinogenic and non-carcinogenic disease. Ingestion and/or inhalation of the above-mentioned hazardous substances may pose a substantial risk to the residential population. In addition, animal and plant species and aquatic life in surface water within the Superfund Site boundaries may also be exposed to, and may thus be at risk from, such hazardous substances.

14. The human population at risk from the release or threat of release of such hazardous substances at the Bunker Hill Site includes approximately six thousand (6,000) people who reside in five towns and cities within the Site boundaries, as well as other persons who work at or frequent the Site. The populated areas of the Site comprise approximately 20% of the 21-square mile Site.

15. Since the early 1970s, EPA, the United States Public Health Services Center for Disease Control ("CDC"), the Idaho Department of Health and Welfare ("IDHW"), the local Panhandle Health District ("PHD"), and the Agency for Toxic Substances and Disease Registry ("ATSDR") have cooperatively conducted numerous environmental investigations, health surveys, and medical surveillance and intervention activities in the area of contamination. The agencies have continued intervention programs to reduce excess lead absorption among area children while undertaking CERCLA response actions to remove lead and other heavy metals from residential soils.

16. EPA recently completed a Risk Assessment Data Evaluation Report for the Populated Areas of the Bunker Hill Superfund Site ("RADER") (U.S. EPA October 18, 1990), for evaluating human exposures to hazardous substances within the Site. The RADER identifies those hazardous substances which are primary contaminants of concern relative to human health risk in the populated areas, including antimony, arsenic, cadmium, copper, lead, mercury, and zinc.

17. As described in the RADER, the results of the soil sampling conducted between 1974 and 1990 demonstrate high levels of metal contamination in many of the populated areas of the Site. Data collected in the populated areas indicates that approximately 95% of the residential yard soil lead concentrations in the most contaminated communities are equal to or greater than 500 ppm and approximately 80% above 1,000 ppm. For interior house dust lead concentrations, about 85% are above 500 ppm, with about 65% above 1,000 ppm.

18. As further described in the RADER, two lead sensitive subpopulation groups have been identified with respect to lead exposure within the Site. These are children under the age of twelve and pregnant women. The CDC has concluded that, in general, lead in soil and dust appears to be responsible for blood levels in children increasing above background when the concentration in the soil or dust exceeds 500-1,000 parts per million (ppm). The 1985 CDC Health Advisory for blood-lead levels in children is 25 ug/dl (micrograms per deciliter) or above. In 1991, CDC announced 10 ug/dl as the new and lower

"threshold of concern" for lead levels in children's blood. Preventing Lead Poisoning in Young Children (October, 1991). In addition, as summarized in the RADER, recent reports published by ATSDR and the EPA have concluded that the 10 ug/dl blood-lead level, and possibly less for pre-and post-natal exposures to children, may be a cause for concern due to associated critical and long-term toxic effects. The Nature and Extent of Lead Poisoning in Children in the United States: A Report to Congress, ATSDR, Public Health Service, U.S. Dept. of Health and Human Services (July 1988); and Draft Toxicological Profile For Lead, ATSDR, U.S. Dept. of Health and Human Service (February 1988). The EPA's Clean Air Scientific Advisory Committee suggests that 10 ug/dl is the maximum blood lead permissible for all members of sensitive groups. Review of the National Air Quality Standards For Lead: Assessment of Scientific and Technical Information, U.S. EPA (March 1989).

19. The previous environmental and lead health surveys at the Bunker Hill Superfund Site populated areas demonstrate actual and potential excess absorption of lead in significant numbers of children since monitoring began. Of 275 children tested at the Site in 1989, 3% showed blood lead levels equal or to greater than 25 ug/dl, approximately 26% exhibited levels above 15 ug/dl, and 56% were above 10 ug/dl. In 1990, following testing of 255 children in Smelterville, Kellogg, Wardner, and Page, 40% had blood lead levels in excess of 10 ug/dl and 14% exceeded 15 ug/dl. In Pinehurst, 29% of the children tested had blood lead levels in excess of 10 ug/dl and 5% exceeded 15 ug/dl. In

addition, 2 of 362 children tested in all areas of the Site had blood lead levels exceeding 25 ug/dl in 1990. Similar testing in 1991 revealed 20% of 250 children tested living in Smelterville, Kellogg, Wardner, and Page had blood lead levels in excess of 10 ug/dl and 5% exceeded 15 ug/dl. In Pinehurst, 5% of the children tested had blood lead levels in excess of 10 ug/dl and 3.5% exceeded 15 ug/dl. In addition, 2 children at the Site had blood lead levels exceeding 25 ug/dl in 1991, including one from Pinehurst.

20. In 1986, a CERCLA removal action was undertaken by EPA in public areas at the Site to reduce the exposure of children to lead contaminated soil. The removal work was directed toward eliminating immediate risks from exposure to contaminated soils in public areas. Contaminated soil in public areas, such as parks, play areas, and road rights-of-way, was removed and replaced by gravel, fill, or sod as required. Pursuant to a Consent Decree entered into between EPA and Gulf in December 1989, Gulf reimbursed the EPA Superfund $1,440,416.50 as settlement for EPA's claims related to the performance of the 1986 removal action (Civ. No. 89-3067, D. Idaho).

21. In the summer of 1989, EPA conducted a second CERCLA removal action for lead contaminated soils in residential and public areas at the Site. The action was designed to reduce the risk of exposure of lead contaminated soils to children under or equal to the age of three and pregnant women. EPA removed contaminated soil from the yards of 79 private residences, two apartment buildings, and a day care center. The contaminated

soil was replaced and each residential removal Site was re-landscaped. EPA and its contractors conducted the entire removal action. The cost of this removal action was approximately $1.9 million, which costs have not yet been demanded or recovered by EPA from any party.

22. In the summer of 1990, EPA conducted a third CERCLA removal action pursuant to which lead contaminated soils at 138 residential properties were removed and replaced by EPA and its contractors. EPA first issued an Administrative Unilateral Order (EPA Docket No. 1090-05-25-106(a)) for performance of the removal action to Gulf; Sunshine Precious Metals, Inc.; ASARCO, Incorporated; Stauffer Chemical Company; Union Pacific Railroad; Callahan Mining Corporation; Hecla Mining Company; Coeur d'Alene Mines Corporation; Bunker Limited Partnership; Bunker Hill Mining Company (U.S.), Inc.; Minerals Corporation of Idaho; BH Properties, Inc.; Highland Surprise Consolidated Mining Company; and Silver Bowl, Inc. The $3.18 million cost for EPA to perform this removal action was paid by Gulf; ASARCO, Incorporated; Stauffer Chemical Company; Sunshine Precious Metals, Inc.; Union Pacific Railroad; Callahan Mining Corporation; Hecla Mining Company; and Coeur d'Alene Mines Corporation through a subsequent Administrative Order and Settlement Agreement with EPA (EPA Docket No. 1090-05-35-106). Pursuant to the provisions of that Administrative Order and Settlement Agreement, EPA subsequently withdrew the Administrative Unilateral Order as to the settling parties listed in the preceding sentence, but did not withdraw it as to any other party named in the Unilateral Order.

23. A fourth CERCLA residential soil removal action was performed at 91 residential yards within the Site in 1991. Under EPA's direction and oversight, the work was performed by Gulf, ASARCO, Hecla, Sunshine Precious Metals, Sunshine Mining Company, Stauffer Chemical Company, Callahan, Coeur d'Alene, and Union Pacific Railroad pursuant to an Administrative Consent Order (EPA Docket No. 1091-06-17-106(a)). Though not a party to the Consent Order, the Bunker Limited Partnership subsequently contributed $75,000 toward the 1991 residential soil removal action.

24. In April 1991, EPA and IDHW completed the Populated Areas RI/FS and released for public comment the Proposed Plan for Cleanup of Residential Soil within the Populated Areas of the Bunker Hill Superfund Site. On August 30, 1991, EPA issued a Record of Decision ("ROD") for the Residential Soils Operable Unit of the Bunker Hill Site. In the ROD, EPA selected a remedy consisting of removal of contaminated surficial soil and replacement with clean soil and vegetation, as well as use of institutional controls for maintenance of the barrier. The remedy is expected to decrease the concentration of lead such that 95 percent or more of the children in the area have blood lead levels below 10 ug/dl, and will achieve community mean soil lead concentrations of approximately 200 to 300 ppm by removal of soils exceeding the threshold level of 1,000 ppm.

25a. Approximately 1,800 residential properties will be remediated pursuant to the Residential Soils ROD criteria. To date, under its CERCLA removal authority, EPA has, with assistance and funding by the participating PRPs, removed and

replaced contaminated soil and sod at approximately 310 residential properties throughout the Site. EPA determined in the Residential Soils ROD that the residential yard removal actions performed in 1989, 1990, and 1991 were done in a manner consistent with the selected remedy.

25b. The 1992 residential soil removal action will be the first such action taken in the community of Pinehurst. Lead contamination from mine tailings, among other sources, were distributed in certain areas of Pinehurst through flooding of Pine Creek. The Pine Creek drainage area is geographically distinct from certain other populated areas of the site, which are in the floodplain of the South Fork of the Coeur d'Alene River. Certain entities that owned or operated mines in the Pine Creek drainage area have not participated in previous EPA removal actions, nor has EPA undertaken an investigation of such companies for purposes of evaluating whether to identify them as Potentially Responsible Parties under Section 107(a) of CERCLA, 42 U.S.C. 9607(a). It is uncertain whether some of the companies owning or operating mines along Pine Creek still exist and whether the remaining entities will participate in response activities. EPA intends to undertake such an investigation and in its discretion evaluate whether to identify such additional entities as appropriate. Respondents do not admit, and vigorously contest, any liability for conditions in Pinehurst, and further maintain that significant "orphan shares" of liability exist with respect to response actions in Pinehurst. EPA has requested the Respondents, and Respondents have agreed

solely as a demonstration of Respondents' continued good faith, to perform residential soil removal actions in Pinehurst in 1992 in order to allow cooperative comprehensive site-wide cleanup to continue.

26. EPA is presently overseeing the completion of the Non-Populated Areas RI/FS, which is being performed by Gulf pursuant to a 1987 EPA Administrative Order, and several sponsoring PRPs. After completion of the RI/FS this spring, EPA will issue a Proposed Plan for remediating the Non-Populated Areas of the Bunker Hill Site. Following issuance of the Proposed Plan and subsequent public comment period, EPA anticipates issuing a ROD and inviting negotiations with the Bunker Hill PRPs for a Judicial Consent Decree for implementation of the Non-Populated Area ROD and the previously issued Residential Soils ROD.

VII. CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and the information available to it, EPA hereby makes the following Conclusions of Law:

27. The Bunker Hill Superfund Site, including the populated areas within the twenty-one (21) square mile Site, is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), as amended.

28. Certain substances described in the Findings of Fact, including lead and other heavy metals, are hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), as amended.

29. The presence of hazardous substances at the Bunker Hill Site constitute an actual or threatened "release" into the "environment," as defined in Sections 101(22) and 101(8) respectively, of CERCLA, 42 U.S.C. § 9601(22), and § 9601(8), as amended.

30. As a result of such actual or threatened releases of hazardous substances at the Site, including the presence of and potential migration of such substances and the potential for their inhalation and ingestion by humans, there may exist an imminent and substantial endangerment to the public health or welfare or the environment pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

31. Respondents are "persons" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), and "owners or operators" and/or "generators or transporters," as defined in Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), as amended.

32. Respondents and all other PRPs identified to date by EPA, including, but not limited to, those PRPs listed in Paragraph 22, are responsible parties under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), as amended, and are liable to the United States for all costs of removal or remedial actions ("response actions") incurred by the United States which are not inconsistent with the National Contingency Plan or CERCLA, as amended.

VIII. STIPULATIONS

33. By the signatures appearing below, Respondents hereby consent and agree solely for purpose of this Consent Order:

a. To issuance of this Order;

b. To perform and comply with all provisions of this Order;

c. To refrain from disputing either federal jurisdiction or the general authority of EPA to issue this Order;

d. That in any proceeding brought by EPA to enforce this Order, the only issues to be litigated shall be those relating to Respondents' compliance with this Order and performance of its terms and conditions; and

e. To waive any rights Respondents may have, as provided in 42 U.S.C. § 9606(b)(2), to seek reimbursement of funds expended pursuant to this Order from the Hazardous Substance Response Trust Fund; provided, however, that Respondents do not waive any of their rights to seek reimbursement of funds expended to perform removal activities solely within the town of Pinehurst as required by this Order.

IX. RESPONDENTS' DISCLAIMER

34. Subject to the provisions of this Paragraph, Respondents consent and agree to the terms of this Order and to perform and comply with all provisions herein. Except for their consent to jurisdiction in any proceeding to enforce this Order, said consent shall not constitute an admission by the Respondents of any legal or factual findings or matters set forth in this Order or in any Work Plan or other document prepared or utilized by EPA in connection with this Order, or a waiver of any defenses by the Respondents to any legal or factual matter set forth in this Order or Work Plan documents. By signing this Order, the Respondents do not admit, accept or acknowledge any liability or fault with respect to the conditions at or arising from the Bunker Hill Superfund Site. Furthermore, by signing this Order,

no Respondent waives, except for their consent to jurisdiction in any proceeding to enforce this Order, any claim or defense that it might have raised to this Order or that it might raise in any other judicial or administrative proceeding brought by EPA, the State, or any other governmental agency or persons. Respondents' consent to jurisdiction for purposes of this Order does not constitute an admission or consent to the jurisdiction or authority of the Coeur d'Alene Indian Tribe to review and comment on this Order, to receive notice of or be involved in any response actions at or concerning the Bunker Hill Superfund Site, or to otherwise participate in CERCLA-related activities at or concerning the Site.

35. This Order is not to be construed and will not be construed to any extent or for any purposes, however and whenever arising, as an admission of liability or violation of any private contract or instrument or of any local, state or federal ordinance, rule, regulation or statute, directly or indirectly, on the part of any Respondent. Nor shall this Order be admitted into evidence or used in any way, directly or indirectly, in any judicial or administrative proceeding or in any other manner against any Respondent for any purpose other than in further proceedings by the parties hereto to enforce the terms of this Order, provided, however, that nothing herein shall preclude any party from using the Order or the fact of its entry in defense of any suit or in any proceeding against any other party for the recovery of costs or for contribution of costs expended in

complying with, or implementing the work provided for in this Order.

X. ORDER

Based upon the foregoing, it is hereby ORDERED as follows:

36. Pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), as amended, Respondents shall perform the 1992 Bunker Hill Removal Action in accordance with the attached Work Plans for the work described in Section XI (Paragraph 37) below. For those actions to be performed pursuant to Work Plans not yet submitted by Respondents or approved by EPA as of the effective date of this Order, Respondents shall develop such Work Plans in accordance with the attached Scope of Work (Attachment A). The attached Scope of Work is hereby incorporated by reference in this Order.

XI. WORK TO BE PERFORMED

37. In accordance with the attached Scope of Work, Respondents' Work Plans shall include a detailed description and procedures for performing the following actions as part of the 1992 Summer Removal Action:

a. **RESIDENTIAL YARD SOIL REMOVAL, REPLACEMENT, AND DISPOSAL PROGRAM**

b. **RESIDENTIAL YARD SOIL DISPOSAL SERVICES AND CLEAN SOIL SUPPLY PROGRAM**

c. **RELOCATION OF SOIL WASTES FROM IDAHO DEPARTMENT OF TRANSPORTATION PROPERTY**

d. **FUNDING FOR HEALTH INTERVENTION PROGRAM**

e. **FUGITIVE DUST CONTROL PROGRAM**

f. **MONITORING PLAN PROGRAM**

g. **QUALITY ASSURANCE PROJECT PLAN**

h. **HEALTH AND SAFETY PLAN**

37.1 A portion of the soils excavated from site properties in the performance and implementation of Paragraphs 37a and 37b above, shall be temporarily stored, subject to EPA approval, on property owned by Pintlar Corporation that is within the Bunker Hill Site, but not within the Smelter Complex or Mine Operations areas of the Site. All requirements of this paragraph shall apply solely to Respondent Gulf. All references to "Respondents" in this Order, the attached Scope of Work and associated Work Plans regarding the implementation and performance of this Paragraph 37.1 shall be construed to apply only to Gulf.

38. The Work Plans approved by EPA prior to the effective date of this Order shall be attached hereto and incorporated by reference into the Order. Any Work Plans not approved by EPA as of the effective date of this Order shall be submitted by Respondents to EPA no later than thirty (30) days from the effective date of this Order. Upon EPA's written approval of Respondents' Work Plans, such Work Plans shall be attached hereto and incorporated by reference in the Order. All work shall be subject to EPA's prior written approval. Until such approval, Respondents' shall not implement any activities under this Order unless specifically approved by EPA's Project Coordinator.

39. Upon their approval by EPA, the Quality Assurance Project Plan and Health and Sampling Plan shall be considered integral parts of the Work Plan and shall be incorporated by reference into this Order.

40. In addition to implementing the Work Plans described above, Respondents shall provide funding of up to $20,000.00 payable to the Panhandle Health District on October 1, 1992, for the FY 1993 Health Intervention Program at the Site, including related staff time, prenatal blood lead monitoring and sampling, and analysis of blood levels, soils and dust, and related health intervention expenditures. This amount will be reduced by the balance from $15,000 remaining in the Panhandle Health District health intervention account on September 1, 1992, provided by Respondents pursuant to the 1991 Bunker Hill Administrative Order on Consent. The Panhandle Health District will provide an accounting no later than September 10, 1992, describing the 1991-1992 health intervention program expenditures and the remaining balance as of September 1, 1992, as well as the projected FY 1993 health intervention activities and cost estimates.

41. Any reports, plans, work plans, memoranda, studies, specifications, and schedules required by the terms of this Order are, upon approval by EPA, incorporated into this Order by reference.

42. Four (4) copies of all plans, reports, and other work products required under the terms of this Order shall be sent by certified mail, return receipt requested, to the EPA Project Coordinator:

John Meyer, Project Coordinator
Superfund Branch
U.S. EPA, Region 10 (HW-113)
1200 Sixth Avenue
Seattle, Washington 98101

XII. CONSISTENCY WITH NATIONAL CONTINGENCY PLAN

43. All actions undertaken pursuant to this Order shall be in accordance with Subpart E of the National Contingency Plan, "Hazardous Substance Response," 40 C.F.R. Subpart E, 300.400, et seq., in effect on the date of this Order and as amended, and with CERCLA, as amended.

XIII. DESIGNATION OF PROJECT COORDINATORS

44. Not later than five (5) days after the effective date of this Order, Respondents and EPA shall each designate a Project Coordinator and a substitute. EPA shall also designate an On-Scene Coordinator, who may be, but need not be, the Project Coordinator. Each Project Coordinator shall be responsible for overseeing its principal's duties concerning the implementation of this Order. All communications between EPA and Respondents (including communication by letter, reports, notices, etc.) concerning activities related to this Order shall be directed through Respondents' Project Coordinator and EPA's Project Coordinator and/or On-Scene Coordinator.

45. Respondents' Project Coordinator shall be a qualified and competent person with experience in hazardous waste Site remediation and having the skills necessary to direct and supervise the activities under this Order. Prior to commencement of activities at the Site, Respondents shall notify EPA in writing of:

a. the name, title, qualifications, affiliations, and background, of the individual selected as the Project Coordinator mentioned above; and

b. the name, address, qualifications, affiliations and proposed scope of work of all contractors and subcontractors expected to be used in performing activities to carry out the provisions of this Order. If Respondents wish to use additional contractors and subcontractors subsequent to commencement of activities at the Site, they shall notify EPA in writing of their names, addresses, qualifications, affiliations and proposed scope of work at least five (5) days prior to hiring such contractors and subcontractors.

46. Respondents may change their Project Coordinator by sending a written notification to EPA no later than five (5) days before the date of such change. If Respondents wish to change their Project Coordinator, the written notification to EPA shall contain the name, qualifications, and background of the individual selected as Project Coordinator. EPA may change its Project Coordinator and/or On-Scene Coordinator by sending a written notification of such change to Respondents no later than five (5) days before the date of such change.

XIV. DESIGNATION OF ON-SCENE COORDINATOR

47. EPA will designate one or more persons as an "On-Scene Coordinator" for the facility and activities mentioned in this Order, who shall have the authority specified and indicated in the National Contingency Plan, 40 C.F.R. Part 300.120 Nothing in this Order shall be construed to diminish that authority. If the On-Scene Coordinator determines that conditions at the Site may present an immediate and significant risk to public health or welfare or the environment, the On-Scene Coordinator may take any actions to abate such risks as specified in the National Contingency Plan, including ordering cessation of work and conducting any task required by this Order. The EPA On-Scene

Coordinator may authorize minor field deviations, which shall be documented in writing and signed by both the Respondents' Project Coordinator and the EPA On-Scene Coordinator within five (5) working days of such authorization.

XV. ABSENCE OF EPA COORDINATOR(S)

48. The absence of the EPA Project Coordinator and/or On-Scene Coordinator from the Site shall not constitute an excuse for halting the required work under this Order.

XVI. REPORTING

49. Respondents shall deliver to EPA and IDHW monthly written progress reports concerning the activities implemented under this Order. At a minimum, progress reports shall describe in reasonable detail: (1) all of Respondents' actions at the Site pursuant to this Order, including those which have been taken toward carrying out the tasks required by this Order; (2) results of all sampling and/or tests and other data (including QA/QC data) generated by Respondents, or on their behalf, pursuant to this Order; (3) all actions scheduled for the next month; and (4) any problems or other information related to Respondents' implementation of this Order and what steps Respondents have taken or intend to take to correct any such problems. Respondents shall submit these reports to EPA and IDHW every month by the 30th day of each month following the effective date of this Order, except that Respondents shall have no less than fifteen (15) days to submit the first monthly progress report.

50. Respondents shall provide to EPA and IDHW all reports, items, or other deliverables according to the schedule set forth in the attached Scope of Work, or any amended schedule agreed upon in writing by Respondents and EPA or the EPA Project Coordinator and/or On-Scene Coordinator. EPA shall approve in writing all reports and deliverables specified in the attached Scope of Work. Respondents shall not implement any tasks required to be approved by EPA prior to EPA's written approval of such submittal, nor may Respondents deem a task complete until EPA has approved Respondents' submittal of a final report.

XVII. EPA NOTICE OF DISAPPROVAL REGARDING REPORTS AND ACTIVITIES

51. The EPA Project Coordinator and/or On-Scene Coordinator will notify Respondents in writing within thirty (30) days of receiving any progress report, work plan, final report, or other items or deliverables required to be approved by EPA as set forth in the attached Scope of Work, of: (1) each activity, deviation, or delay recited in such reports, to which EPA has an objection, (2) each portion of such reports EPA regards as deficient, and (3) the appropriate directions to implement EPA's requirements. EPA will set forth in writing in reasonable detail its reasons for any such objections and necessary revisions. Failure of EPA to object to any of Respondents' reports, activities, deviations, or delays within thirty (30) days of receipt of such deliverables or activities shall not constitute a waiver of EPA's right to object at a later time, but shall relieve Respondents of their obligation to undertake any construction or other physical

activity relating to such report or deliverable pursuant to the schedule described in that report or deliverable.

XVIII. DISPUTE RESOLUTION

52. In the event of EPA disapproval, in whole or in part, of any plan, proposal, report or other deliverable required pursuant to this Order, EPA will specify any disapproval or objection in writing. Respondents shall implement all portions of the work plan or deliverable approved by EPA, and subject to the provisions of Paragraph 53, Respondents shall implement EPA's written decision or directive regarding any work disapproved.

53. If Respondents disagree, in whole or in part, with any EPA disapproval or other written decision or directive, Respondents shall state their objections and basis therefore in writing within fourteen (14) calendar days after receipt of EPA's disapproval, decision or directive. EPA and Respondents shall then have an additional seven (7) calendar days from EPA's receipt of Respondents' objections to attempt in good faith to resolve the dispute. If agreement is reached, the resolution shall be reduced to writing, signed by the parties and incorporated into this Order. If agreement is not reached on any such dispute within this seven (7) day period, EPA shall provide a written statement of its decision to Respondents. Within seven (7) days after receipt of EPA's written statement, Respondents shall advise EPA in writing of their decision whether to implement EPA's decision or directive as set forth in the written statement. If Respondents fail or refuse to carry out the directions or make the amendments specified by EPA's written statement, EPA may elect to carry out the directions or make the

amendments itself and/or take any other actions it deems necessary, consistent with this Order or EPA's statutory authority. Implementation of these dispute resolution procedures shall not provide a basis for delay of any other activities required by this Order, unless the EPA Project Coordinator or where appropriate, the On-Scene Coordinator, agrees in writing to a schedule extension. For any matter subject to Dispute Resolution, implementation of these Dispute Resolution procedures shall not stay EPA's right to assess stipulated penalties, provided that stipulated penalties shall not accrue until EPA provides a written statement of its decision or fourteen (14) days has elapsed, whichever is later.

XIX. AVAILABILITY OF DATA

54. Respondents shall submit to EPA and IDHW the results of all sampling and/or tests and other data (including QA/QC data) generated by Respondents, or on their behalf, pursuant to this Order, as part of Respondents' monthly progress reports or within seven (7) days of any request by EPA.

55. At the verbal request of EPA or the IDHW, Respondents shall provide, or allow EPA or IDHW and/or their authorized representative(s) to take, discrete, split, or duplicate samples collected pursuant to this Order. Respondents shall provide notice to EPA and IDHW not less than one-week (seven days) in advance of any sample collection and/or analysis.

XX. SITE ACCESS

56. Subject to Paragraph 57, Respondents are required to obtain all necessary access agreements from both the residential

property owners and the owners of any other property where Respondents may conduct activities pursuant to this Order, including the owner(s) of any property where storage of residential soil will occur. EPA and IDHW will assist Respondents by initially obtaining the necessary access agreements for Respondents and their representatives to take soil samples from the residential properties where EPA believes soil removal activities are necessary.

57. In order to conduct the residential soil work required at the properties selected by EPA pursuant to this Order, and property selected for storage of excavated soil, Respondents shall use their best efforts to obtain access agreements from the present owners or lessees for themselves, their contractors and agents, EPA and IDHW and their contractors and agents. Respondents shall prepare access agreements with EPA's assistance which, subject to EPA's approval, will be provided to each of the property owners/lessees where work will be performed pursuant to this Order. Best efforts as used in this Paragraph shall include, at a minimum, a certified letter from Respondents to the present owners or lessees of such property requesting access agreements to permit Respondents to enter and perform the required work on such property subject to EPA and IDHW and their authorized representatives right to access and oversight. In the event Respondents are unable to obtain access under reasonable terms and conditions, EPA agrees, consistent with its authority, to assist Respondents in obtaining access. For purposes of this Order, any requirement that Respondents pay for access, or any

refusal by a landowner to waive responsibility of Respondents for an alleged taking caused by Respondents' performance of the ordered work or damages by virtue of Respondents' non-negligent performance of the ordered work, shall be considered an unreasonable term and condition of access.

58. The EPA On-Scene Coordinator and/or designee and a community representative selected by EPA shall assist Respondents in obtaining the necessary residential property owner access agreements and may be involved in any access agreement negotiations. The EPA On-Scene Coordinator and/or designee shall assist in the resolution of any access disputes which may arise during such access negotiations. In the event that within fourteen (14) days of the date after which Respondents provide the residential property owners with such access agreement(s), Respondents are not able to obtain access to such property, Respondents shall notify EPA promptly regarding both the lack of, and efforts to obtain, such access.

59. Respondents shall provide in its access agreements the authority for EPA, IDHW, and/or their authorized representatives to enter and move freely about all portions of any property owned or controlled by Respondents within the Bunker Hill Superfund Site where work will be performed under this Order, at all reasonable times and upon reasonable notice for the purposes of, inter alia: inspecting records and operating logs relating to work undertaken pursuant to this Consent Order; reviewing Respondents' progress in carrying out the terms of this Consent Order; conducting such tests as EPA or IDHW deem necessary; using

camera, sound recording or other documentary type equipment; and, verifying the data submitted to EPA by Respondents. Respondents shall permit such persons to inspect and copy all non-privileged records, files, photographs, documents, and other writings, including all sampling and monitoring data (not otherwise provided to EPA pursuant to this Consent Order), pertaining to the work undertaken pursuant to this Consent Order.

60. Respondents may assert a confidentiality claim, if appropriate, covering part or all of the information requested or obtained by EPA under this Consent Order pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), as amended, and EPA's regulations governing confidentiality of business information set forth in Part 2, Subpart B, of Title 40 of the Code of Federal Regulations. Such an assertion shall be adequately substantiated when the assertion is made. Analytical data shall not be claimed as confidential by Respondents. Information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is submitted to EPA, such information may be made available to the public by EPA without further notice to Respondents.

XXI. EVALUATION OF 1992 REMOVAL ACTION WORK

61. EPA intends to evaluate the work undertaken by Respondents pursuant to this Order and make a determination as to whether all of the requirements of this Order are met. It is the belief of EPA that the residential soil removal and replacement activities required by this Order, including the work undertaken

in Pinehurst, will be consistent with the criteria set forth in EPA's August 1991 Populated Areas Residential Soils ROD. EPA previously determined in the August 1991 Residential Soils ROD that the residential soil removal actions performed in 1989, 1990, and 1991 were done in a manner consistent with the selected remedy for removing and replacing contaminated soil in that ROD.

62. EPA further understands that Respondents may deposit residential soils removed pursuant to this Order at the Page Ponds Sewage Treatment Plant property, similar to the 1990 and 1991 Residential Soil Removal Actions. EPA will assist Respondents in obtaining access to the Page Ponds Sewage Treatment Plant property in accordance with the provisions in Paragraph 57 of this Order. Furthermore, EPA agrees that the placement of residential soils at the Page Ponds Sewage Treatment Plant property is not considered to be placement outside the Area of Contamination at the Bunker Hill Superfund Site, and that any capping or cover requirement for residential soils placed at the Page Ponds property shall be determined in connection with the Non-Populated Areas RI/FS and ROD.

XXII. IMPLEMENTATION AND COMPLIANCE WITH ORDER

63. EPA shall ensure compliance with the requirements of this Order through its designated Project Coordinator or On-Scene Coordinator(s), who shall have the authority specified in the National Contingency Plan. All work to be performed shall be under the direction and approval of the EPA Project Coordinator or On-Scene Coordinator. Nothing in this Order shall be construed to diminish that authority. EPA, IDHW, and their

authorized representatives shall have access to the properties selected for cleanup to monitor Respondents' activities undertaken to comply with this Order. Upon request, the EPA Project Coordinator or On-Scene Coordinator shall be provided with copies of all records related to Respondents' activities and plans undertaken and developed pursuant to this Order.

64. Except for minor deviations as noted in this Paragraph, the EPA Project Coordinator or On-Scene Coordinator shall have the authority to issue directions and orders with respect to Respondents' compliance with the requirements set forth in this Order and Scope of Work, and may approve in writing any changes of Respondents' actions or plans consistent with this Order, Scope of Work, or Work Plans. The On-Scene Coordinator may further take any actions specified in the National Contingency Plan to abate any risks or conditions which may present an immediate and significant risk to public health, welfare, or the environment. In addition, the EPA On-Scene Coordinator may authorize minor field deviations from any of Respondents' plans developed to implement the requirements set forth in this Order.

XXIII. RETENTION OF RECORDS

65. Respondents shall preserve, during the pendency of this Order and for a minimum of six (6) years after completion of the matters required by this Order, all records and documents in their possession or control, or which come into the possession or control of their employees, agents, accountants or contractors which relate to the work performed pursuant to this Order and in preparation of the Non-Populated Area Feasibility Study, despite

any record destruction policy to the contrary. Upon request by EPA, Respondents shall make available to EPA such non-privileged records or true copies of any such records, provided that Respondents may assert a confidentiality claim with respect to such records pursuant to Paragraph 60 of this Order. Each Respondent shall further provide EPA reasonable notice of its intent to destroy any such records or documents after such six (6) year period. In the event that a Respondent notifies EPA that it intends to destroy any such records or documents, it shall either transmit such records to EPA or provide EPA a time period of not less than ninety (90) days to inspect and copy such records or documents.

XXIV. DELIVERY OF DOCUMENTS

66. Documents, including reports and other correspondence submitted pursuant to this Order, shall be delivered to the following persons:

a. Four (4) copies of documents to be submitted to EPA should be sent to:

John Meyer, Project Coordinator
Superfund Branch (HW-113)
U.S. EPA, Region 10
1200 Sixth Avenue
Seattle, Washington 98101

b. One (1) copy of documents to be submitted to each Respondent should be sent to a designated representative. Each Respondent shall notify EPA within seven (7) days of the effective date of this Order the name and address of its designated representative.

c. One (1) copy of documents to be submitted to IDHW should be sent to:

Rob Hanson
Idaho Department of Health and Welfare
450 West State Street
Third Floor
Boise, Idaho 83720

d. One (1) copy of documents to be submitted to the Coeur d'Alene Indian Tribe should be sent to:

David Barr
Coeur d'Alene Indian Tribe
Tribal Headquarters
Plummer, Idaho 83851

XXV. PROVISION OF OTHER DOCUMENTS

67. In addition to those reports and documents specifically required by this Order, upon EPA's written request and subject to applicable privileges, Respondents shall provide EPA within ten (10) working days of such request, copies of: draft and final plans, draft and final task memoranda, including memoranda recording minor modifications, recommendations for further action, quality assurance memoranda and audits, draft and final reports, raw data, field notes, laboratory analytical reports, sample results, and any documents which relate in any way to the implementation of this Order, including those documents pertaining to any studies relevant to, but not specifically required by, this Order.

XXVI. ADDITIONAL RESPONSE ACTIONS

68. EPA may, as it deems necessary, and consistent with federal laws and regulations, determine that additional response

actions, other than those set forth in this Order or Scope of Work, are necessary at the Bunker Hill Site during the time period Respondents are completing work pursuant to this Order. Respondents are not required to perform additional work beyond the Scope of Work attached to this Order; however, EPA shall afford Respondents the opportunity to perform such actions as EPA deems necessary except in those instances where, in exercising its discretion under Section 122(a) of CERCLA, 42 U.S.C. § 9622(a), EPA determines that the Respondents are not qualified to conduct the actions, the need to take immediate action precludes such opportunity, or where EPA otherwise determines such procedures are inappropriate.

69. Notwithstanding Paragraph 68, Respondents agree to perform additional soil removal actions during the summer of 1992 at any additional properties identified by EPA before August 15, 1992, where, consistent with the Residential Yard Soil Removal and Replacement Work Plan developed pursuant to Paragraph 37a, EPA determines such activities are necessary. In the event such additional work is necessary, the parties agree to amend the Residential Yard Soil Removal and Replacement Work Plan accordingly.

XXVII. REIMBURSEMENT OF COSTS

70. After the end of each federal fiscal year in which Respondents perform work under this Order, EPA will submit to Respondents a detailed accounting of all costs incurred by and/or billed to EPA or the United States after the effective date of this Order in connection with response, oversight, and community

relations costs and activities conducted by EPA or the United States and its contractors and representatives with respect to the implementation of this Order that are not inconsistent with the NCP. For those costs incurred during the previous fiscal year for which a detailed accounting is not yet available, or for which EPA has not yet been billed, EPA will subsequently provide a supplemental statement of costs. If Respondents do not invoke the Dispute Resolution procedures in Paragraphs 52 and 53, Respondents shall, within thirty (30) days of receipt, remit certified checks or money orders for the amount of all uncontested costs made payable to the "Hazardous Substance Response Trust Fund," with a copy of such transaction sent to the EPA Project/On-Scene Coordinator. Remittances should specifically reference the identity of the Site and be addressed to:

Mellon Bank
U.S. Environmental Protection Agency Region 10
Superfund Accounting
P.O. Box 360903M
Pittsburgh, Pennsylvania 15251

with a copy of the transaction sent to:

Regional Hearing Clerk
Office of Regional Counsel
U.S. EPA, Region 10, SO-125
1200 Sixth Avenue
Seattle, WA 98101

XXVIII. DELAY IN PERFORMANCE/FORCE MAJEURE

71. If any event occurs or has occurred that may delay the performance of any obligation or requirement of this Order, whether or not caused by a force majeure event, Respondents shall

promptly, but no later than within twenty-four (24) hours, notify EPA orally and shall, within five (5) days of such event, notify EPA in writing of the nature of and 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, Respondents' 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 Respondents, such event may cause or contribute to an endangerment to the public health or welfare or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of force majeure for that event.

72. If Respondents demonstrate to EPA's satisfaction that the delay or anticipated delay has been or will be caused by circumstances beyond the control and despite the due diligence of Respondents, the time for performance under this Order shall be extended by EPA for such time as is necessary to complete those obligations. Circumstances or events beyond Respondents' control include, but are not limited to: acts of God, public enemy, unforeseen strikes or work stoppages, fire, explosion, flood, tornado, earthquake, lightning, riot, sabotage or war, or the failure of non-Respondent property owners to provide access to their property to perform the actions required by this Order. Neither increased costs or expenses of performance of any

requirements of this Order or changed business or economic circumstances shall be considered circumstances beyond the control of Respondents. If Respondents fail to provide the notice to EPA required by paragraph 71, they shall not receive an extension of time for performance of the affected work. 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 the Settling Defendants in writing of its decision. If Respondents invoke the dispute resolution procedures set forth in Sections 52 and 53 they shall do so no later than 15 days after receipt of EPA's notice.

XXIX. STIPULATED PENALTIES

73. Stipulated penalties shall be paid by Respondents, upon notification by EPA to do so, into the Hazardous Substance Response Trust Fund according to the procedures described in Paragraph 74. Stipulated penalties shall accrue commencing upon Respondents' receipt of an EPA written determination of disapproval, as specified in Paragraph 51 of this Order, unless the Dispute Resolution procedures in Paragraphs 52 and 53 of this Order are invoked, upon the failure of Respondents to meet the schedule specified by a precise date in the Scope of Work or EPA-approved Work Plans or in an approved amendment thereto in the amounts as specified below, or upon written notice from EPA to Respondents that a violation of any requirement of this Order has occurred:

a. Failure to submit a Work Plan in compliance with the requirements of this Order, or in accordance with the schedule incorporated in the attached Scope of Work

(Attachment A); in the amount up to $2,500 per day for the first week of violation or delay; up to $6,000 per day for the second week of violation or delay; and up to $10,000 per day for the third week of violation or delay.

b. Failure to submit any reports or plans required by the Work Plan or Order, including monthly progress reports: in the amount up to $1,000 per day for the first week of violation or delay, up to $2,000 per day for the second week of violation or delay, and up to $5,000 per day thereafter.

c. Failure to commence, conduct, or complete on time pursuant to the attached Scope of Work or approved Work Plans, removal operations as described in the approved Work Plan: in the amount up to $2,500 per day for the first week of violation or delay, up to $5,000 per day for the second week of violation or delay, and up to $10,000 per day thereafter.

74. In the event that EPA requires Respondents to pay into the Hazardous Substance Response Trust Fund any sums set forth above as stipulated penalties, certified checks or money orders shall be made out payable to the "Hazardous Substance Response Trust Fund" and addressed to:

Mellon Bank
U.S. Environmental Protection Agency Region 10
Superfund Accounting
P.O. Box 360903M
Pittsburgh, Pennsylvania 15251.

with a copy of the transaction sent to:

Regional Hearing Clerk
Office of Regional Counsel
U.S. EPA, Region 10, SO-125
1200 Sixth Avenue
Seattle, Washington 98101

XXX. OTHER EPA REMEDIES

75. The stipulated penalties set forth above do not preclude EPA from electing to pursue any remedies or sanctions which may be available to EPA pursuant to CERCLA by reason of

Respondents' failure to comply with any of the requirements of this Consent Order. Such remedies and sanctions may include, but not be limited to, a suit for statutory penalties as authorized by Sections 106 and 109 of CERCLA, 42 U.S.C. §§ 9606 and 9609, as amended, a federally-funded response action, issuance of a unilateral order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, as amended, or a suit for exoneration/reimbursement of costs incurred by the United States. In the event that the United States seeks to pursue such statutory penalties for a violation of any requirement of this Order, EPA shall notify Respondents of such intent in writing and nothing in this Consent Order shall preclude Respondents' right to assert defenses to any such action by EPA.

XXXI. RESERVATION OF RIGHTS

76. EPA reserves the right to take appropriate enforcement action, including the right to seek monetary penalties or injunctive relief pursuant to Sections 106(a) or 106(b) of CERCLA, 42 U.S.C. §§ 9606(a) and 9606(b), for any violation of this Order. In addition, if Respondents fail to remedy noncompliance in a timely manner, EPA may initiate federally-funded response actions and pursue actions for cost recovery.

77. EPA reserves the right to assert all claims or causes of action against Respondents or any other PRPs, persons or other entities with respect to the conditions at the Bunker Hill Superfund Site, including, but not limited to, claims or causes of action for payment for or performance of additional response actions at the properties selected by EPA pursuant to this Order.

EPA reserves the right to conduct any other additional investigations and response activities at the Bunker Hill Superfund Site, and further retains all rights against third parties with respect to the conditions at the Site.

78. Notwithstanding compliance with the terms of this Order, Respondents are not released from any liabilities for any response actions with respect to the Bunker Hill Superfund Site. EPA reserves all rights and defenses pursuant to any available legal authority that it may have against the Respondents or any other PRP, person, or entity, related to the Site and any future response actions, or with respect to performing work pursuant to this Order, including, but not limited to, the right to take any action pursuant to CERCLA or any other legal authority for injunctive relief, reimbursement or cost-recovery, statutory penalties, or punitive damages, or to undertake any further removal, remedial, response, investigation, or other activities at the Site otherwise authorized by law. With respect to any such actions undertaken by EPA related to the work to be performed by the Respondents pursuant to this Order, EPA and the Respondents will act consistent with the provisions of Paragraphs 61, 68, and 69.

XXXII. OTHER CLAIMS

79. Nothing in this Order shall amend or modify any previous administrative orders issued by EPA to a Respondent which is a signatory to this Order, or the 1989 Consent Decree entered into between EPA and Gulf, Civ. No. 89-3067 (D. Idaho).

80. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, corporation, or state or local governmental entity not a signatory to this Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, disposal, release, or threat of release of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or removed from the Site, or arising out of or relating in any way to Bunker Hill Superfund Site. This Order does not preauthorize or constitute any decision on preauthorization of funds under Section 111(a)(2), 42 U.S.C. § 9611(a)(2).

81. Nothing in this Order precludes Respondents from exercising their rights under 42 U.S.C. § 9613(f) or any other authority or theory to seek any relief from any person who is liable or potentially liable under 42 U.S.C. § 9607(a), or to seek indemnification or any other remedy from any such person other than EPA or the Hazardous Substance Response Trust Fund, with respect to those response activities which Respondents have agreed to perform pursuant to this Order, provided that the foregoing shall not preclude or preempt any separate agreement between the Respondents as to allocation of costs, which matters shall be governed by the separate Cost-Sharing Agreement entered between the Respondents in conjunction with this Order. Each Respondent expressly acknowledges that this Paragraph does not preclude contribution or other actions between Respondents as may

be permitted by or upon breach of the separate Cost-Sharing Agreement entered between the Respondents in conjunction with this Order.

XXXIII. OTHER APPLICABLE LAWS

82. All actions required to be taken pursuant to this Order shall be performed in accordance with the requirements of all applicable local, state, and federal laws and regulations as provided in 42 U.S.C. § 9621. Off-Site disposal of hazardous substances, if necessary, shall comply with the EPA Off-Site Response Action Policy dated May 6, 1985, 50 Fed. Reg. 45933 (Nov. 5, 1985) as amended by EPA's November 13, 1987 "Revised Procedures for Planning and Implementing Off-Site Response Actions," Section 3004(d)(3) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6924(d)(3), and Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), as amended.

XXXIV. INDEMNIFICATION OF THE UNITED STATES

83. The United States, including its agencies, officers, employees, and authorized representatives, shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondents, their officers, employees, receivers, trustees, agents, assigns, contractors, or subcontractors in carrying out activities pursuant to this Order; nor shall the United States be deemed a party to any contract made by Respondents or their agents pursuant to this Order.

84. Respondents shall save and hold harmless, the United States, its agencies, officers, employees, and authorized representatives from, and shall indemnify each of the foregoing

for any and all claims, or causes of action arising from or on account of acts or omissions of Respondents, their officers, employees, receivers, trustees, agents, assigns, contractors, or subcontractors relating in any way to carrying out activities pursuant to this Consent Order.

85. Respondents shall not indemnify and save and hold the United States Government, its agencies, departments, agents, and employees, harmless from any and all claims or causes of action arising from or on account of acts or omissions of the United States Government, its agencies, departments, agents, contractors, employees, or representatives in carrying out the activities pursuant to this Order.

XXXV. COMMUNITY RELATIONS

86. Community relations activities relevant to the implementation of this Order are the primary responsibility of EPA and its representatives. Respondents shall provide appropriate assistance upon EPA's request, and with respect to any EPA-sponsored community relations activities, may undertake their own community relations activities provided Respondents coordinate such activities with EPA. EPA and Respondents further agree to cooperate in the conduct of such activities.

XXXVI. PERSONS BOUND

87. This Order shall apply to and be binding upon Respondents and their successors and assigns. Respondents shall further be responsible for ensuring full compliance with this Order by all of their officers, directors, principals, parents, subsidiaries, employees, agents, contractors, subcontractors,

consultants, and other persons acting for on behalf of Respondents with respect to implementation of this Order. Any change in ownership or corporate status of the Respondents including, but not limited to, any transfer of assets or real or personal property, or efforts made to carry out the terms of this Order through agents, contractors, subcontractors, and consultants, shall in no way alter such Respondents' responsibilities under this Order.

XXXVII. NOTICE TO THE STATE/TRIBE

88. EPA has notified the State of Idaho and Coeur d'Alene Indian Tribe of this Order and removal action through IDHW and Tribal Headquarters, and has provided IDHW and the Coeur d'Alene Tribe the opportunity to review and comment on this Consent Order. The State of Idaho and Coeur d'Alene Tribe, pursuant to the Cooperative Agreement with EPA, may be involved in the initiation, development, and selection of any response actions as provided under Section 121 of CERCLA, 42 U.S.C. § 9621, as amended.

XXXVIII. EFFECTIVE DATE

89. The effective date of this Order is the date, after signature by all Respondents, which it is signed by the EPA Superfund Branch Chief, Hazardous Waste Division, Region 10. Not later than five (5) calendar days after Respondents' receive oral or written notice from EPA that this Order is effective, Respondents shall commence work in accordance with the attached Scope of Work.

XXXIX. COMPUTATION OF TIME

90. Any time period scheduled to begin on the occurrence of an act or event shall begin on the day after the act or event. If the final day of any time period falls on a weekend or legal holiday, the time period shall be extended to the next working day.

XL. AMENDMENTS

91. This Order may be amended by mutual agreement of EPA and Respondents. Agreed amendments to this Order shall be in writing and shall have as the effective date, that date, after signature by all Respondents, on which such amendments are signed by the EPA Superfund Branch Chief, Region 10. The parties' project coordinators and/or EPA's On-Scene Coordinator shall be authorized, to extend by mutual written agreement, any date, deadline or schedule in the attached Scope of Work or EPA-approved Work Plans.

XLI. DISTRIBUTION OF ORDER

92. Respondents shall provide a copy of this Order and all accompanying attachments, exhibits, and schedules to all contractors, sub-contractors, laboratories, and consultants retained to conduct any portion of the work to be performed pursuant to this Order, at least one day prior to the date Respondents are to commence work under this Order, or the date of such retention, whichever is later.

XLII. SATISFACTION OF ORDER

93. This Order shall be deemed satisfied upon receipt by Respondents of a writing issued by EPA stating to the effect that

all provisions of this Order have been satisfactorily performed and completed. EPA may issue separate writings to Respondents upon Respondents' satisfactory performance of the individual Work Plans set forth in Paragraph 37 of this Order within a reasonable time period following Respondents' completion of such Work Plans.

The undersigned, by affixing signatures below, hereby represents that he has the authority to bind each Respondent, its agents and its employees.

STIPULATED, AGREED, AND
APPROVED FOR ISSUANCE

By: D J Angelach Date July 23, 1992

Title: Chief Operating Officer

GULF USA CORPORATION (FORMERLY GULF RESOURCES & CHEMICAL CORPORATION)

all provisions of this Order have been satisfactorily performed and completed. EPA may issue separate writings to Respondents upon Respondents' satisfactory performance of the individual Work Plans set forth in Paragraph 37 of this Order within a reasonable time period following Respondents' completion of such Work Plans.

The undersigned, by affixing signatures below, hereby represents that he has the authority to bind each Respondent, its agents and its employees.

STIPULATE, AGREED AND
APPROVED FOR ISSUANCE

BY: H.P. (Trey) Hurbert Date 7/20/92

Title: President

PINTLAR CORPORATION

STIPULATED, AGREED, AND
APPROVED FOR ISSUANCE

By: Michael B. White Date July 23, 1992

Title: Vice President, General Counsel

HECLA MINING COMPANY

STIPULATED, AGREED, AND
APPROVED FOR ISSUANCE

By: _____ Date July 23, 1992

Title

ASARCO INCORPORATED

STIPULATED, AGREED, AND
APPROVED FOR ISSUANCE

By: [signature] Date 7/29/92

Title: Business Director
Environmental Remediation

STAUFFER CHEMICAL COMPANY

STIPULATED, AGREED, AND
APPROVED FOR ISSUANCE

By: James V Dolan Date

Title: VICE PRESIDENT-LAW

UNION PACIFIC RAILROAD

STIPULATED, AGREED, AND
APPROVED FOR ISSUANCE

By: Dennis E. Wheeler Date July 28, 1992

Title: Chairman of the Board, President
and Chief Executive Officer

CALLAHAN MINING CORPORATION

STIPULATED, AGREED, AND
APPROVED FOR ISSUANCE

By: Dennis T. Wheeler Date July 28, 1992

Title: Chairman of the Board, President
and Chief Executive Officer

COEUR D'ALENE MINES CORPORATION

STIPULATED, AGREED, AND
APPROVED FOR ISSUANCE

By: John D. Siler Date July 28, 1992

Title: General Counsel

SUNSHINE MINING COMPANY
and
SUNSHINE PRECIOUS METALS, INC.

IT IS SO ORDERED, this 29th day of July, 1992.

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

By: Carol Rushin
CAROL R.RUSHIN, Deputy Chief
NPL Operations, Superfund Branch

ATTACHMENT A

BUNKER HILL 1992 ADMINISTRATIVE ORDER ON CONSENT
SCOPE OF WORK

This Scope of Work (SOW) outlines the activities to be conducted by the Respondents pursuant the Environmental Protection Agency's Administrative Order on Consent (AOC) No. 1092-04-14-106 for the 1992 Removal Action at the Bunker Hill Superfund Site in Shoshone County, Idaho.

Detailed Work Plans must be submitted by Respondents for implementation of the tasks described below. The Work Plans may be either attached to the AOC at the time of execution, or submitted within 30 days of the effective date of the AOC.

I. Residential Soil Removal, Replacement, and Disposal

Purpose: To remove contaminated soils in residential properties that meet the criteria identified below and replace with clean soil and sod to provide either a barrier between contaminated soils and sensitive populations or to completely remove contaminated soil.

Deliverable: Respondents shall prepare for EPA approval a Work Plan for Residential Soil and Removal, consistent with the September 1991 Residential Soils ROD, in accordance with the following criteria.

A. Criteria

Properties selected for the 1992 residential soil removal and replacement program shall meet all of the following criteria:

1. Property is occupied by owner or tenant with one or more children aged 0-12 years old, or one or more pregnant women. Contaminated soil shall be removed from all areas where children play at such properties including, where lots are split or where there is unrestricted access (such as adjoining backyards). Such properties will be identified during the development of the individual Plot Plans for each residential property included in the 1992 AOC and Work Plan.

2. Soil in the 0-1, 1-6, or 6-12 inch depth increment is found to have lead concentrations greater than or equal to 1000 ppm. If there are multiple samples from the same depth increment, the sample, meeting QA/QC parameters, with the highest lead concentration will be used.

3. Property is located within the 21 square mile Bunker Hill Superfund Site boundary. This includes Kellogg, Wardner, Smelterville, Pinehurst, Page, Elizabeth Park, and Ross Ranch.

4. Property owner and tenant, where appropriate, sign an access agreement that allows representatives of EPA, IDHW, and the Respondents access for entry, sampling, and removal of contaminated materials from the property and replacement with clean materials, as well as future access for cap maintenance and inspection activities.

5. Property is placed on the EPA/IDHW approved list for soil removal and replacement under this AOC. The number of yards on the list shall not exceed 150, unless agreed to by the parties. The final date for amending the list of properties will be August 15, 1992.

B. Soil Sampling, Testing and Action Levels

Respondents' Work Plan shall include a sampling plan for testing the soil at each property that meets criteria #1 listed above. The sampling plan shall use the S-1 soil sampling protocol and additional samples collected at depths of 1-6, 6-12, and 12-18 inches. All samples will be tested for lead concentration after being screened through an 80 mesh sieve. (See the Residential Yard Soil Sampling Plan prepared for the 1991 AOC).

Respondents shall obtain a signed access agreement from property owners and tenants (where appropriate) to gain access to yards and collect samples required to implement this AOC. Respondents shall provide EPA/IDHW splits of all samples collected. When available, results from the IDHW 0-1 inch samples will be used as the 0-1 inch depth increment data for comparison to the action level.

C. Property Selection and Access Agreements

Upon receipt of soil analytical results which exceed the 1000 ppm lead action level and meet the other above-listed criteria, residential properties will be designated for cleanup by EPA. Upon receipt of such identified properties, Respondents will contact the property owner and/or tenant identified under this AOC and shall obtain a signed access agreement to perform this response action and oversight activities. An EPA designated representative will participate in all access negotiations and must approve of each access agreement. Respondents shall conduct a meeting for all homeowners to provide information about the process and planned activities prior to beginning construction. Respondents shall conduct a separate meeting for residents of Pinehurst, as this is the first time a residential soil removal action is planned for that community.

Respondents shall undertake all necessary arrangements to perform the work required at each property identified under this AOC, including but not limited to, locating utilities, clearing the property, storing personal property, notifying city or town officials and neighbors, and supplying equipment and materials to cleanup the property.

D. Description of Work

The objective of this AOC's residential soil removal and replacement program is to provide a 12 inch barrier of uncontaminated soil (less than 100 ppm lead) at each designated residential property. Consistent with the Residential Soils Operable Unit Record of Decision for the Bunker Hill Site, the removal of contaminated soil and sod and subsequent replacement with compacted clean material will be conducted as follows:

> If the 0 to 1" or 1" to 6" depth interval exceeds 1000 ppm lead, 6" of contaminated material will be excavated and replaced. In addition, if the 6" to 12" interval exceeds the threshold level, another 6" (12" total) will be removed and replaced. If the 6" to 12" interval does not exceed the threshold level, the property must at least have a 6" excavation and replacement.
>
> In the case where the 6" to 12" depth interval exceeds the threshold level but the 0 to 1" and the 1" to 6" intervals do not, 12" of material will be excavated and replaced.
>
> If the 0 to 1" and the 1" to 6" and the 6" to 12" intervals do not exceed the 1000 ppm threshold level, Respondents are not required to remove or replace the soil. However, if the 12" to 18" interval exceeds the threshold at such properties, the

property shall be identified on a plot plan for inclusion in the future institutional control program.

For residential yards that require excavation to 12", if the results of samples from the 12" to 18" interval exceed the threshold level, a visual marker (such as erosion control fabric or other suitable material) will be placed prior to backfilling with clean fill.

Notwithstanding the above criteria for removing contaminated soil, for purposes of performing residential soil removal action at properties in Pinehurst pursuant to this 1992 AOC, in any instance where it can be demonstrated through sampling that a complete removal of soils exceeding the 1000 ppm action level has been conducted (i.e., no contamination above 1000 ppm at the 0" to 18" intervals), this removal is considered to be consistent with the above criteria, even if less than 6" of contaminated material is excavated and replaced.

All established vegetable garden areas will receive 24 inches of clean material. In addition, clean soil for produce gardens will be made available to residents whose property does not currently have an established vegetable garden (area shall not exceed 24 ft x 24 ft for new gardens). Quality replacement soils must be used in produce and flower garden areas where necessary to match the quality of the existing soil.

Respondents' Plot Plan (a component of Respondents' Work Plan) for each residential property with contaminated soil to be cleaned up under this AOC will identify any adjacent hillsides or slopes that exceed the 1000 ppm lead action level and pose a threat of recontaminating the adjacent residential property, and will describe the appropriate measures to be taken to mitigate such threat. Subject to EPA's approval, Respondents' shall undertake actions to prevent recontamination from sediment transport to residential properties that are identified under this process. Stabilization of hillsides to prevent erosion is not required under this AOC, but will be addressed under the 1990 Hillsides Administrative Consent Order or future response activities. As of the effective date of this AOC and Scope of Work, it appears that activities to prevent such recontamination from sediment transport will be required at fewer than ten properties, although EPA may identify additional properties qualifying for such work prior to August 15, 1992.

At a minimum, Respondents shall remove and replace contaminated soil at the following areas of each residential property designated under this Scope of Work:

- Sod areas
- roadway shoulder to pavement (if curb and gutter are absent) and to the lateral extension of the lot lines, except in Wardner where roadway shoulders should be addressed in a single operation at a later date.
- landscaped areas
- garden areas
- unpaved driveways
- dirt floor garages
- storage areas (wood piles, etc.)

Materials used will be equivalent or superior to existing materials, including landscaping matter, nursery stock, and lawn. Specifications for each of these items are not included in this SOW but must be approved on an item by item basis by the On-Scene Coordinator.

Respondents shall repair and/or replace all property damaged by the project, including but not limited to sidewalks, city streets and alleys, curbs, drainage systems, vegetation, home siding, landscape articles and other private or public property. Respondents will provide the means necessary to establish replaced lawns and nursery stock during the remainder of the growing season and assume responsibility for replacing all nursery stock lost over the following winter.

All operations must be performed in an efficient manner minimizing the impact on individual residences, city traffic flow, governing organizations and public safety. Interstate 90 will be used whenever appropriate for transporting contaminated soil for disposal. All work must be performed in a manner that contains all contamination within the perimeter of each property. Respondents must maintain a safe environment for local residents and site workers. Access to each residence must be provided at all times. Both the residential environment and site workers' breathing environment must be monitored during removal activities to determine and document the degree of exposure caused by removal activities.

Respondents shall implement dust control measures to ensure that no visible dust leaves the properties. Fugitive dust must be controlled at all operation sites including the clean soil staging area. Dust suppression methods used during cleanup shall be outlined in Respondent's Residential Soil Removal and Replacement Work Plan. Streets and alleys will be cleaned during operations at a particular property as appropriate. Trucks will be washed daily at a designated wash area.

Documentation by means of quality control samples must be created and maintained for all phases of yard soil removal, including disposal. Documentation will include all soil sampling and ambient and personnel air monitoring data. Additionally, each property designated for work under the AOC shall be mapped, photographed, and videotaped before and after soil removal and replacement. Documentation will be made available to EPA/IDHW upon request. Plot plans will be drafted and provided to EPA/IDHW prior to excavating a property. Final plot plans will be submitted to EPA and IDHW within 21 days after completing soil replacement activities at each property.

E. Yard Soil Disposal

Respondents shall dispose all soil and other wastes generated by this removal at a location approved by EPA and in a manner consistent with all applicable federal, state and local laws and requirements. EPA has selected the Page Pond benches as the permanent residential soils repository in the 1991 Residential Soils Record of Decision. For purposes of this removal AOC, Respondents may utilize Page Pond or an alternative disposal repository upon approval by EPA. Transportation to the repository must be done in a manner that minimizes the dispersal of contaminated materials into the atmosphere or off the site. Respondents shall perform daily road washing or flushing and removal of tracked material at and adjacent to the entrance to the selected soil repository as appropriate. Any spillage occurring during transport must be immediately collected and removed. Respondents shall control fugitive dust emissions at the repository during construction activities, and must stabilize the repository at the end of the construction season to prevent off site migration.

F. Dispute Resolution

All disputes between property owners and Respondents shall first be resolved by those two parties with EPA consultation. If the property owner and Respondents cannot reach agreement, the EPA project coordinator will make all final decisions concerning disputes consistent with this AOC.

G. **Institutional Controls**

Respondents shall provide each property owner with an information sheet that discusses proper maintenance of the clean soil barrier, yard care and other institutional control measures or activities (consistent with the attached letter used by EPA in 1990).

H. **Yard Repairs**

All repair work at properties addressed under the 1991 or 1992 Bunker Hill AOC shall be performed by the Respondents pursuant to this AOC. EPA shall make the final determination regarding the need or responsibility for such repairs. If it is determined that repair work needs to be performed, EPA will notify Respondents and consult with and direct the performance of such repairs. If an agreement cannot be reached, the EPA project coordinator will make all final decisions concerning such disputes consistent with this AOC.

II. Residential and Commercial Properties Yard Soil Disposal Services and Clean Soil Supply Program

Purpose: To provide temporary transportation and disposal services to residential property owners, and access for disposal to commercial property owners, within the Bunker Hill Superfund site where contaminated soils are being excavated, in addition to those residential properties selected for cleanup under the 1992 AOC. Such services are to be provided as set forth below for 12 months from the effective date of this AOC in order to minimize recontamination of residential soils and minimize fugitive dust generation.

Soil Repository: Excavated and contaminated soils generated by residential or commercial construction-related activities within the site shall either be placed at the Page Ponds Repository (or other approved Repository) in accordance with the Yard Soil Disposal requirements set forth in Section I.E. above, or subject to EPA's approval, temporarily stored on property owned by Pintlar Corporation within the Bunker Hill site, but not within the site's Smelter Complex and Mine Operations areas. If EPA approves the establishment of a temporary storage facility meeting these requirements, contaminated soils excavated from properties in or east of Smelterville shall, subject to the other requirements stated in this Section II, be temporarily stored at this facility. All other contaminated, excavated soils subject to disposal or storage pursuant to this Order and Scope of Work shall be placed at the Page Ponds Repository. In the event that EPA does not approve the establishment of a temporary storage facility, all soils potentially subject to temporary storage pursuant to this Scope of Work shall be placed at the Page Ponds Repository. Gulf shall be solely responsible for all requirements relating to the temporary storage of soils pursuant to Section II of this Scope of Work and all references to "Respondents" in connection with such soil storage shall be construed to apply solely to Gulf.

Residential Properties: Soil Transportation, Disposal, and Repository Access Services- Respondents shall transport and dispose or place in approved temporary storage up to five cubic yards of excavated soils generated by a single project by owners of residential properties within the site during the performance of yard soil removal activities pursuant to this AOC. During this same period, Respondents shall transport and dispose or store soils from a single family residential yard within the site which generates volumes of over five cubic yards of contaminated soils upon demonstration by the property owner or EPA that the soils contain greater than 1000 ppm lead. For small quantities of waste soil and materials, Respondents may provide a collection system for subsequent disposal or temporary storage. Respondents shall provide such services to all owners of residential properties within the site during Respondents' performance of residential soil removal activities under this AOC. Respondents will make available up to one cubic yard of clean soil

to residential property owners requesting such service during performance of this AOC.

After Respondents' performance of residential removal activities under this AOC, for 12 months from the effective date of this AOC, Respondents shall provide access to the Page Pond Repository or other approved repository or temporary storage facility for owners of residential properties to dispose up to five cubic yards of soil excavated as a result of a project within the site. Respondents in their discretion may sample such soils and are not required to provide access for disposal of any such soils containing less than 1000 ppm lead. Access for disposal or storage of soils from residential property projects generating volumes of over five cubic yards of contaminated soils shall be provided by Respondents upon demonstration by the property owner that the soils contain greater than 1000 ppm lead.

Commercial Properties: Soil Repository Access Services: Respondents shall provide access to the Page Pond Repository or other approved repository or temporary storage facility for owners of commercial properties to dispose up to five cubic yards of soil excavated as a result of a project within the site. Respondents in their discretion may sample such soils and are not required to provide access for disposal of any such soils containing less than 1000 ppm lead. Access for disposal or storage of soils from commercial projects generating volumes of over five cubic yards of contaminated soils shall be provided by Respondents upon demonstration by the property owner that the soils contain greater than 1000 ppm lead. Respondents' shall provide such repository access services to commercial property owners for 12 months from the effective date of the 1992 AOC.

Respondents have agreed to provide access for disposal of excavated soil to commercial property owners under the terms stated above solely to accommodate EPA and then only for purposes of this Order and Scope of Work. In so agreeing, the Respondents do not bind themselves in any fashion to provide such access to commercial property owners at the Site in the future under the terms set forth above or otherwise.

EPA's agreement that Respondents' may provide access for disposal of excavated soil to commercial property owners under the terms stated above in no way binds or obligates EPA to accept or consider such services for future remedial activities at the site, and is solely for purposes of this AOC and Scope of Work.

III. Removal of Soil Wastes from Idaho Department of Transportation Property

Purpose: To move and relocate soil wastes from the EPA 1986 Fast Track and 1989 Residential Soil Removal Actions, temporarily being stored on the Idaho Department of Transportation property west of Page Swamps near Pinehurst.

Respondents shall remove and relocate to a permanent repository soil wastes temporarily stored on the Idaho Department of Transportation property. Respondents may utilize the Page Pond benches for the permanent repository, selected by EPA in the Residential Soils Record of Decision for disposal of residential soil waste, or an alternative site upon approval by EPA. Transportation to the permanent repository must be done in a manner that minimizes the dispersal of contaminated materials either into the atmosphere or off the site. Any spillage caused by this movement must be immediately collected and removed. Fencing materials around the temporary storage site will be preserved for use by the Idaho Department of Transportation. Once soils are removed from the Idaho Department of Transportation property, the area will be stabilized to prevent off site contaminant migration.

IV. Funding for Health Intervention Program

Purpose: To provide funding for the Panhandle Health District for support of their health intervention program for supplemental activities in Fiscal Year 1993 beginning October 1, 1992, including staff time for intervention activities, prenatal blood lead monitoring and sampling and analysis of blood levels, soils and dust and related health intervention expenditures.

Respondents shall provide up to $20,000.00 to the Panhandle Health District on October 1, 1992 to be utilized to support the health intervention program. This amount will be reduced by the balance from $15,000 remaining in the Panhandle Health District health intervention account on September 1, 1992, provided by Respondents pursuant to the 1991 Bunker Hill AOC. The Panhandle Health District will provide an accounting no later than September 10, 1992, describing the 1991-92 health intervention program expenditures and the remaining balance on September 1, 1992, as well as the projected FY 1993 health intervention activities and cost estimates.

V. Dust Control Program

Purpose: The purpose of fugitive dust control is to minimize the movement of contaminants by windblown fugitive dust that may cause a risk to human health or the environment, either through direct contact with fugitive dust or recontamination of remediated residential soils.

Respondents shall prepare a Dust Control Work Plan that will provide for continued maintenance of temporary dust control measures implemented at the properties selected under the 1991 AOC and implementation of temporary or permanent dust control measures for other uncontrolled dust sources within the site. Respondents' Dust Control Work Plan is not required to address properties owned by the Bunker Limited Partnership or its subsidiaries, or otherwise being addressed pursuant to EPA's September 27, 1991 Unilateral Order (Docket No. 1091-14-17-106) or the parties to EPA's October 1989 Unilateral Order (Docket No. 1089- - -106). Subject to EPA's approval, Respondents' Dust Control Work Plan will set forth a process and criteria for identifying those properties requiring dust control response activities throughout the summer while Respondents are performing the 1992 AOC. This process will also require all such properties to be identified no later than August 15, 1992. Respondents shall further provide street cleaning in residential areas impacted by the 1992 AOC to ensure ongoing cleanup of local streets.

VI. Monitoring Plans for All Removal Activities

Purpose: To continue operation and maintenance of the interim network of ground water, surface water and air sampling sites established under the 1991 AOC for an additional eighteen months from the effective date of this AOC.

Respondents shall maintain the monitoring network to provide additional data and insight into the trends of contaminant levels in these media within the site. These activities are not intended to meet all potential requirements of a comprehensive long-term monitoring program for all aspects of remediation throughout the site. Additional monitoring may be required in support of Feasibility Study activities or the evaluation of remediation actions chosen in the Record of Decisions for the site. EPA and IDHW will work closely with the Respondents to determine the nature and extent of such additional monitoring.

The Respondents shall develop, and upon EPA approval, will implement Work Plans for continuation of the baseline site-wide monitoring and data collection of air, ground water and surface water. The Work Plans will utilize information obtained during the RI and under the 1991 AOC to determine additional or different locations for the monitoring networks. The Work Plans will also identify sampling methods, frequency of sampling, contaminants to be analyzed, and include the elements of a Quality Assurance Project Plan.

VII. Quality Assurance Project Plan

For those activities requiring sampling under this AOC and Scope of Work, the elements of a Quality Assurance Project Plan must be prepared covering all aspects of sample collection, transportation and analysis of the work to be performed. The elements of the Quality Assurance Project Plan shall include, at a minimum:

1. A description of all quality assurance, quality control, and chain-of-custody procedures for all monitoring and sampling activities at the site pertaining to the implementation of this AOC and Scope of Work. The Respondents shall consult with the U.S. EPA Project Coordinator in planning for all monitoring and sampling activities;

2. A description of all procedures to ensure that the Respondents shall use a laboratory acceptable to U.S. EPA for all sample analyses, and that all laboratory analyses shall be conducted in full accordance with U.S. EPA-approved methods. Each laboratory used by the Respondents for analyses shall participate in a U.S. EPA quality assurance/performance and system audit. As a part of such a program, upon request by U.S. EPA, the Respondents shall cause each laboratory to perform analyses of samples provided by U.S. EPA according to U.S. EPA-specified methods to demonstrate the quality of each laboratory's analytical data.

3. A description of provisions to ensure access for U.S. EPA and IDHW personnel and U.S. EPA and IDHW authorized representatives to: (a) each laboratory and laboratory worker employed or used by Respondents for collection, transportation or analyses of samples, and (b) every laboratory record and item of equipment used in connection with collection or the analysis of samples.

VIII. Health and Safety Plan

A Health and Safety Plan will be required for all of the above activities under this Scope of Work (except of Section C - Funding for Health Intervention Program). The elements of a Health and Safety Plan for the activities under this AOC and Scope of Work must comply with the U.S. Occupational Safety and health Administration requirements. These elements will address, at a minimum, the following subjects:

1.0 Introduction

- 1.1 Scope and Applicability of the Site Health and Safety Plan
- 1.2 Visitors

2.0 Key Personnel/Identification of Key Health and Safety Personnel

- 2.1 Key Personnel
- 2.2 Site Specific Health and Safety Personnel
- 2.3 Organization Responsibilities

3.0. Task/Operation Safety and Health Risk Analysis

- 3.1 Historical Overview of Site
- 3.2 Task by Task Risk Analysis

4.0 Personnel Training Requirements

- 4.1 Pre-assignment Training
- 4.2 Site Supervisors Training
- 4.3 Site Specific Training/Briefing Topics
- 4.4 Morning Meeting Topics

5.0 Personal Protective Equipment To Be Used

- 5.1 Levels of Protection
- 5.2 Level A Protection Equipment
- 5.3 Level B Protection Equipment
- 5.4 Level C Protection Equipment
- 5.5 Level D Protection Equipment
- 5.6 Reassessment of Protection Program
- 5.7 Specific Levels of Protection Planned for excavation and removal activities
- 5.8 Standard Operating Procedures for Respiratory Protection Devices

6.0 Medical Surveillance Requirements

- 6.1 Baseline Monitoring
- 6.2 Periodic Monitoring
- 6.3 Site Specific Monitoring
- 6.4 Exposure/Injury Medical Support

7.0 Frequency and Types of Air Monitoring

- 7.1 Monitoring Instruments
- 7.2 Personal Sampling
- 7.3 Specific Contaminants to be Monitored for at Bunker Hill Site

8.0 Site Control Measures

- 8.1 Buddy System
- 8.2 Site Communications Plan
- 8.3 Work Zone Definition
- 8.4 Nearest Medical Assistance
- 8.5 Safe Work Practices

9.0 Decontamination Plan

- 9.1 Level of Decontamination Protection Required
- 9.2 Equipment Decontamination
- 9.3 Disposition of Decontamination Wastes

10.0 Emergency Response/Contingency Plan

- 10.1 Pre-Emergency Planning
- 10.2 Lines of Authority
- 10.3 Emergency Recognition/prevention
- 10.4 Evacuation Routes/Procedures
- 10.5 Emergency Equipment/Facilities
- 10.6 Emergency Contact/Notification System
- 10.7 Emergency Facilities
- 10.8 Evacuation Routes
- 10.9 Medical Emergencies
- 10.10 Fire or Explosion
- 10.11 Spill or Leaks