

Mountain View Mobile Home Estates 2010 Five Year Review

APPENDICES

Mountain View Mobile Home Estates 2010 Five Year Review

Appendix A First Amended Superfund State Contract, October 2007

**FIRST AMENDED SUPERFUND STATE CONTRACT
FOR SITE CLOSURE ACTIVITIES,
INCLUDING OPERATIONS & MAINTENANCE,
AT THE
MOUNTAIN VIEW MOBILE HOME ESTATES SITE
GLOBE, GILA COUNTY, ARIZONA
BY AND BETWEEN
THE STATE OF ARIZONA
AND THE
U.S. ENVIRONMENTAL PROTECTION AGENCY**

A. AUTHORITY

This First Amended Superfund State Contract ("Amended Contract") is entered pursuant to Sections 104 (a)(1), (c)(2), (c)(3), and (d)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA" or "Superfund"); Executive Order 12316; 40 C.F.R. § 35 *et seq.* ("State and Local Assistance"); the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. § 300 *et seq.* ("NCP"); Arizona Revised Statutes §§ 26-301 *et seq.*, 35-192, 49-104.7; Arizona Executive Order 79-4; and the Arizona Governor's Emergency Proclamation dated May 11, 1983; and resolutions of the Arizona State Emergency Council dated February 17, 1983, and May 12, 1983. Pursuant to these authorities, and except as otherwise noted in this Amended Contract, this Amended Contract supersedes and replaces the prior, original Superfund State Contract ("Original Contract") executed on October 2, 1984 by the United States Environmental Protection Agency ("EPA") and the State of Arizona ("State") in regard to the Mountain View Mobile Home Estates Superfund Site ("Site").

B. PURPOSE

1. This Amended Contract is an agreement by and between the EPA and the State, acting through the Arizona Department of Environmental Quality ("ADEQ"), to continue operations and maintenance ("O&M") activities related to long-term monitoring at the Site and to implement institutional controls to assure the protectiveness of the remedy at the Site. This Amended Contract updates and supersedes the Original Contract between EPA, on the one hand, and the Arizona Department of Health Services ("ADHS") and the Arizona Division of Emergency Services ("ADES"), on the other. More specifically, this Amended Contract extends the term of the agreement and assures implementation and enforcement of appropriate institutional controls at the Site, including a Declaration of Environmental Use Restrictions, in order to protect public health, welfare and the environment for the life of the remedy.
2. Attached as Appendix A and incorporated herein by reference is a description of the Site and the response and O&M actions taken to date.

3. Attached as Appendix B and incorporated herein by reference is an *Operation & Maintenance Manual* ("O&M Manual"), dated March 1984 and revised in November 1986, which outlines the O&M activities related to long-term monitoring. The purpose of the O&M Manual is to prescribe measures necessary to preserve the integrity of response activities taken at the Site for the expected life of the remedy, including implementation and enforcement of institutional controls. For the purposes of this Amended Contract, Site O&M is defined to include all necessary operations, maintenance, and support activities following the completion of Site construction activities. Site O&M costs are defined to include the full costs of implementing such activities, including those costs associated with contractual services, contract administration, Site inspection, Site monitoring, and all other administrative support functions.
4. Attached as Appendix C and incorporated herein by reference is an amendment to the February 1984 Community Relations Plan ("CRP Amendment") for the Site, which outlines procedures and methods by which EPA or ADEQ, as agreed, provided timely, consistent and accurate information to interested agencies and the general public regarding implementation of the SOW for the original construction of the Site remedy in 1984, and will continue to do so for on-going Site O&M activities.
5. This Amended Contract will become effective upon execution by the State and EPA and will not terminate for the life of the remedy, including long-term Site O&M, except upon mutual agreement by EPA and the State that each party has fulfilled its obligations under this Amended Contract, as prescribed by this paragraph and paragraphs D, E, G, and S of this Amended Contract. For the purposes of determining whether each party has completed its obligations under this Amended Contract, the work described in the O&M Manual shall be deemed completed only if the Site remedy is changed or amended by the State such that no waste remains on-Site, and, even then, only after EPA has reviewed and approved such change or amendment, consistent with CERCLA and the NCP. If any potential future remedy change includes leaving buried asbestos wastes on-Site, this Amended Contract shall remain in force and the State or responsible party shall prepare a Feasibility Study on the potential remedy change and otherwise comply with all relevant aspects of CERCLA and the NCP. All such actions shall be subject to EPA review and approval.

C. PARTIES

1. This Amended Contract is by and between EPA and the State (collectively, the "Parties").

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2. EPA has designated Andria Benner, or her appointed successor, EPA Region IX, 75 Hawthorne Street, San Francisco, California 94105, (415) 972-3189, to serve as the EPA Project Officer for this Amended Contract.
3. ADEQ has designated Ed Pond, or his appointed successor, Arizona Department of Environmental Quality, 1110 W. Washington Street, Phoenix, Arizona 85007, (602) 771-4575, to serve as the ADEQ Project Officer for this Amended Contract.
4. The ADEQ Project Officer, in consultation with the EPA Project Officer, may make project management decisions necessary to successfully meet the objectives of this Amended Contract that do not enlarge the scope of the Site O&M activities or increase the cost of the activities.

D. STATE RESPONSIBILITIES

1. The State will pay one hundred percent (100%) of the cost of the Site O&M costs consistent with subparagraph G.2. Pursuant to subparagraph G.1. of this Amended Contract, the State is responsible for all contractual, supervisory, and compliance responsibilities for Site O&M throughout the expected life of the response action, unless the remedy is altered due to changes in future use as described in subparagraph B.5, above. ADEQ shall attempt to obtain from the Arizona Legislature necessary funding for Site O&M to fulfill its obligations under this Amended Contract, consistent with State law and the authorities of the ADEQ. ADEQ will promptly inform EPA if the Arizona Legislature fails to appropriate adequate funds to meet the State's Site O&M responsibilities.
2. The State shall secure the services of agents, contractors, authorized representatives, or its employees to perform the work described in this Amended Contract. The State shall, at its own cost and expense, furnish the necessary personnel, materials, services, and facilities to perform its other responsibilities under this Amended Contract. ADEQ will coordinate the activities of other State agencies related to the Site.
3. ADEQ will consult with EPA on matters relating to the implementation or modification of work listed in the CRP, the CRP Amendment and the Site O&M Manual. If ADEQ proposes to deviate from activities prescribed in the CRP, the CRP Amendment or the Site O&M Manual, the EPA Project Officer shall be notified in writing in advance of ADEQ implementing any such modifications. The ADEQ Project Officer shall also prepare and submit annual written status reports to the EPA Project Officer regarding the status of State activities relating to implementation of the CRP, the CRP Amendment and the Site O&M Manual, including enforcement of institutional controls. These written annual progress reports shall commence with the signing of this Amended Contract and shall cease or

be amended if Site conditions change as described in subparagraph B.5, above.

4. Unless the Site's remedy is changed consistent with subparagraph B.5, above, such that no waste is left on Site, ADEQ will consult with, prepare for, and submit to EPA for EPA's review and approval a Five-Year Review Report pursuant to Section 121 (c) of CERCLA, 42 U.S.C. § 9621 (c), which evaluates the implementation of the overall response action, including on-going Site O&M, institutional controls, and protectiveness of the remedy. ADEQ completed the last Five-Year Review Report in September 2005, ADEQ shall prepare the next Five-Year Review Report by September 2010, and ADEQ shall prepare subsequent Five-Year Review Reports every 5 years thereafter for the life of the remedy.
5. If, after EPA review and approval, the State changes or amends the remedy for the Site, as described in subparagraph B.5, above, ADEQ shall notify EPA in writing of the date upon which it completes the work described in the O&M Manual.

E. EPA RESPONSIBILITIES

1. EPA responsibilities under this Amended Contract include consulting with ADEQ, its agents, or contractors on the response activities relating to implementation of the CRP, the CRP Amendment, and the Site O&M Manual, reviewing ADEQ's written annual progress reports, and providing for the fulfillment of EPA's obligations under this Amended Contract.
2. The EPA Project Officer, in consultation with the ADEQ Project Officer, may make decisions necessary to successfully meet the objectives of the approved Site O&M Manual throughout the period of the expected life of the response actions.

F. OFFSITE STORAGE, DESTRUCTION, TREATMENT OR DISPOSITION

1. At the present time the Parties do not anticipate any need for offsite storage, destruction, treatment, or secure disposition ("offsite disposition") of hazardous wastes in connection with the implementation of the Site O&M.
2. If ADEQ proposes, and EPA approves, a change to the Site remedy to accommodate changes in future use, and if offsite disposition of hazardous waste is required to implement those activities, the State shall provide assurances regarding such off-site disposition, pursuant to Section 104 (c)(3)(B) of CERCLA, 42 U.S.C. § 9604 (c)(3)(B).

G. OPERATION AND MAINTENANCE

1. Pursuant to Section 104 (c)(3)(A) of CERCLA, 42 U.S.C. § 9604 (c)(3)(A), and the Original Contract, the State shall continue to provide for all Site O&M related to Site closure activities called for under the Original Contract and all Site O&M provided for under this Amended Contract, consistent with the approved O&M Manual, for as long as hazardous materials remain buried at the Site, except as otherwise specified in subparagraph B.5., subparagraph G.2., and paragraph S. Any State commitment to Site O&M shall be consistent with its lawful authority as described in paragraph D of this Amended Contract.
2. The State shall provide one hundred percent (100%) of the funding for Site O&M consistent with the approved O&M Manual, beginning with the date of completion of work described in the SOW to the Original Contract. Consistent with subparagraph B.5, above, and paragraph S, below, the State's funding obligation for response activities and Site O&M shall not terminate for the life of the remedy, unless ADEQ, after EPA review and approval, changes or amends the remedy consistent with CERCLA and the NCP such that no waste remains at the Site.

H. PERMITS AND INSTITUTIONAL CONTROLS

As appropriate, the State will obtain and, to the extent allowable by law, shall be responsible for obtaining any permits, licenses, easements, or other authorizations or institutional controls which are necessary for the response activities, including Site O&M, and monitoring, oversight, and inspections of institutional controls, consistent with Federal and State law. Specifically, the State shall implement and maintain a Declaration of Environmental Use Restrictions on the Site which assures that the remedy will remain protective of public health, welfare and the environment. If EPA or its agents undertake to obtain such necessary permits, licenses, easements, Declarations of Environmental Use Restrictions, or other authorizations or institutional controls, the State, to the extent allowable by law, shall assist EPA or its agents in that process, and the State shall remain responsible for obtaining such necessary permits, licenses, easements, Declarations of Environmental Use Restrictions, or other authorizations or institutional controls.

I. EMERGENCY RESPONSE ACTION

Any emergency response activities conducted pursuant to the NCP, 40 C.F.R. Section 300.65, shall not be restricted by the terms of this Amended Contract. EPA, by written agreement with the ADEQ Project Officers, may suspend or modify the Site O&M activities described in this Amended Contract during and subsequent to the emergency response actions. In the event that any emergency actions change the

conditions under which this Amended Contract has been entered, this Amended Contract shall be amended again as necessary pursuant to paragraph R to reflect any new or changed site conditions.

J. ACCESS TO THE SITE

1. The ADEQ, to the extent allowable by State law, shall provide and secure Site access for EPA, its agents, representatives, contractors or subcontractors to perform any oversight activities, including inspections, emergency response actions, or any other remedial actions necessary to protect public health, welfare and the environment. The State shall not be responsible for any harm to any EPA representative or other person arising out of, or resulting from, any act or omission by EPA in the course of an on-Site visit.
2. Representatives of EPA and the State shall have access to the Site, upon reasonable notice, to conduct on-going Site O&M and shall comply with the State-approved Site Safety Plan. EPA shall not be responsible for any harm to any State representative or other person arising out of, or resulting from, any act or omission by the State in the course of an on-Site visit.

K. COMMUNITY RELATIONS PLAN

ADEQ, its agents or contractors, will implement the Original Contract's Community Relations Plan (CRP) and this Amended Contract's CRP Amendment, with EPA providing assistance as necessary. ADEQ will provide information relating to implementation of Site O&M to interested parties including local, State, and Federal agencies on the Regional and National Response Team, pursuant to the Original Contract's CRP. The Original Contract's CRP and the CRP Amendment specifically address how the State will consult with the public. The release of information shall be consistent with paragraph N.

L. NEGATION OF AGENCY

Nothing contained in this Amended Contract shall be construed to create, either expressly or by implication, the relationship of agency between EPA and the State. Any standards, procedures or protocols prescribed in this Amended Contract to be followed by the State, its agents, representatives, or contractors during the performance of its obligations under this Amended Contract are for assurance of the quality of the final product of the actions contemplated by the Amended Contract, and do not constitute a right to control the actions of the State. EPA (including its employees, agents, and contractors) is not authorized to represent or act on behalf of the State in any manner relating to the subject matter of this Amended Contract, and the State (including its employees, agents, and contractors) is not authorized to represent or act on behalf of EPA in any matter relating to the subject matter of this Amended Contract.

M. ENFORCEMENT AND COST RECOVERY

1. EPA and the State agree that each shall provide the other with thirty (30) days notice prior to settling with, or commencing judicial or administrative action against, any third person ("responsible party"), whether one or more, for CERCLA claims which each may be entitled to assert against such responsible party or parties for reimbursement of any services, materials, monies, or other thing of value expended by EPA or the State at the Site under this Amended Contract, or for any response activity at the Site under this Amended Contract. Neither party to the Amended Contract shall attempt to negotiate for, nor shall either party collect reimbursement of, any response costs on behalf of the other party, and authority to do so is hereby expressly negated and denied.
2. EPA and the State agree that they will cooperate in and coordinate efforts to recover their respective costs of response actions taken at the Site, including negotiation of settlement and filing and management of any judicial actions against responsible parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, except any documents or information which may be confidential or exempt from disclosure under State or Federal law.

N. INFORMATION ON THE SITE

1. At EPA's request, and consistent with State law, the State shall make available any information in its possession concerning the Site. If EPA requests records (information or documents) from the State which the State claims are exempt from public disclosure or which are legally privileged, the State will so label and identify such records prior to release to EPA. EPA will treat such records in accordance with the Freedom of Information Act ("FOIA"), 40 C.F.R. Part 2. Absent such a claim, EPA may make said information available to the public without further notice.
2. Upon request, and consistent with Federal law and regulations, EPA shall make available to the State all records concerning the Site. If the State requests records from EPA which EPA claims as exempt from FOIA disclosure or which are legally privileged, EPA will so label and identify such requests prior to release to the State. The State will treat such records in accordance with State law, and Federal law if applicable.
3. If the State receives a request from a third party for records labeled FOIA exempt or legally privileged by EPA, the State agrees to determine prior to disclosure whether the records are exempt from public disclosure under State law. Upon receiving such a request from a third party, the State agrees to notify EPA in writing within five (5) days of the request.

4. If EPA receives a request from a third party for records labeled exempt from public disclosure or legally privileged by the State, EPA agrees to determine prior to disclosure whether the records, documents, or information are exempt from public disclosure under Federal law. Upon receiving such a request from a third party, EPA agrees to notify the State in writing within five (5) days of the request.

O. THIRD PARTIES

1. This Amended Contract is intended to benefit only the State and EPA. It extends no benefit or right to any third party not a signatory to this Amended Contract.
2. EPA does not assume any liability to third persons with respect to losses due to bodily injury or property damage that exceed the limitations contained in the provisions of 28 U.S.C. § 1346 (b). The State does not assume liability to any third person with respect to losses due to bodily injury or property damages that exceed the limitations of State law.
3. The State and EPA agree to notify the other party within ten (10) days of receipt of service of any action filed by a third party or parties against either the State or EPA, its employees or agents, as a result of actions attempted or accomplished pursuant to the terms of this Amended Contract.

P. RESPONSIBLE PARTY CLEAN-UP

If EPA and/or the State reach(es) an agreement with any responsible party to undertake all or part of the tasks described in the Original Contract's SOW and/or O&M Manual or this Amended Contract's O&M Manual, the SOW and/or the O&M Manual may be revised in accordance with paragraph R.

Q. FINANCIAL RECORDS

Upon request, the State shall provide to EPA copies of documentation pertaining to costs and work performed by the State or its agents or authorized representatives pursuant to and in accordance with the O&M Manual within sixty (60) days of completion of tasks described in the O&M Manual.

R. AMENDMENTS

Any change in this Amended Contract must be agreed to in writing by both Parties hereto, except as provided in subparagraph C.4. Any amendment to this Amended Contract pursuant to this paragraph shall also address the O&M requirements of Section 104 (c)(3) of CERCLA, 42 U.S.C. § 9604(c)(3).

S. TERMINATION OF THE AMENDED CONTRACT

This Amended Contract shall remain in effect for the entire duration of the remedy, including all long-term operation and maintenance of the remedy, unless the conditions outlined in subparagraph B.5, above, or in this paragraph S should occur. In any event, if the Parties mutually agree to terminate this Amended Contract, the Parties shall enter into a termination agreement which will establish the effective date of termination of this Amended Contract and the basis for settlement of termination costs. The basis for settlement of termination costs shall include all project costs incurred as well as any close-out costs, and the amount and date of any sums due either party. This Amended Contract may also be terminated subject to the provisions of Arizona Revised Statute § 38-511.

T. FAILURE TO COMPLY WITH THE TERMS OF THIS AMENDED CONTRACT

1. If the State fails to comply with the terms of this Amended Contract, EPA may proceed, after having given ADEQ sixty (60) days prior written notice of breach of contract, under the provisions of Section 104 (d)(2) of CERCLA, 42 U.S.C. § 9604(d)(2).
2. If EPA fails to comply with the terms of this Amended Contract, the State may seek to enforce the Amended Contract in the appropriate court of competent jurisdiction, after having given EPA sixty (60) days prior written notice of breach of contract.

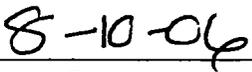
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In witness whereof, the Parties hereto have executed this Amended Contract in three (3) copies, each of which shall be deemed an original.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

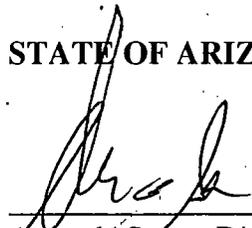


Keith Takata, Director
Superfund Division
U.S. Environmental Protection Agency, Region IX



Date

STATE OF ARIZONA



Amanda Stone, Director
Waste Programs Division
Arizona Department of Environmental Quality



Date

AMENDMENT TO APPENDIX A

Site Description and Response Actions To Date

Appendix A, *Site Description and Response Actions to Date*, to the Mountain View Mobile Home Estates Superfund Site's ("Site's") Original Superfund State Contract ("Original Contract"), dated September 29, 1984, describes the Site and response and enforcement actions taken between 1979 and 1984, when the Original Contract was signed.

The purpose of this Amendment to Appendix A is to describe the site conditions and actions taken during the period of 1984 to 2006, after the Original Contract was signed.

Description of Site

In late 1984, when the United States Environmental Protection Agency ("EPA") and the State of Arizona ("State") entered into the Original Contract for the federal-lead remedial action at the Site, the construction of the remedy had not yet begun. EPA's June 1983 Record of Decision ("ROD") selected abandonment of the Mountain View Mobile Home Estates subdivision, permanent relocation of all subdivision residents, and on Site burial of the mobile homes and all other contaminated physical structures as the Site remedy. EPA determined this to be the most practical and economical method of dealing with the asbestos problem because it achieved a greater degree of total decontamination.

The Army Corps of Engineers, Omaha District, was given authority to select an engineering firm to design the cleanup. In October 1983, Cella Barr Associates ("CBA") of Phoenix/Tucson was selected to complete the design. CBA completed the design work in late spring 1984. The relocation of 47 families and all property acquisition was completed in March 1985. The Army Corps solicited bids on the project in spring of 1985, once the State of Arizona had acquired clear title to the entire Mountain View Mobile Home Estates subdivision. In June 1985, the Corps awarded a \$1.87 million construction contract to a joint venture firm of Maitland and Hydro-Dredge to perform the cleanup work. On-Site construction began in August 1985 and was completed in January 1986. In 1986-1987, EPA and the Arizona Department of Health Services ("ADHS") conducted post-closure inspections and sampling to confirm that the surface asbestos contamination had been eliminated and to support delisting of the Site from the National Priorities List ("NPL"). In May 1987, EPA closed the contract with the Army Corps of Engineers for the remedial action. In September 1987, EPA published a Notice of Intent to Delete the Mountain View Mobile Home Estates from the NPL. In April 1988, EPA published the final rule for deleting the Site from the NPL.

The Original Contract between EPA and the State outlined cost-sharing provisions for the construction phase of the cleanup. After construction was completed, the Original Contract also provided for EPA to cost-share the operations and maintenance

("O&M") for one year. A 1984 O&M Manual for the Site was revised and implemented in November 1986. Initially, ADHS was responsible for one hundred percent of the O&M. Once the Arizona Department of Environmental Quality ("ADEQ") was established in 1986, ADEQ took over the long-term O&M for the State and continues to be responsible for O&M indefinitely as long as the buried asbestos remains in place and could pose a risk to the environment, public health and welfare.

Operation and Maintenance and Future Site Use

The 1986 O&M Manual states that any future uses for the Site should be reviewed and concurred with by EPA and any O&M agreement between the State and EPA should require review and approval of future uses. The 1986 O&M Manual also states that any future uses for the Site should consider the following:

- No excavation should occur below the fabric liner mat (i.e., two feet below the surface);
- Residential, commercial or industrial development should be carefully considered because all of these involve the installation of underground utility systems for water and sewers and foundations;
- Paved parking or large recreational use areas onsite should be discouraged because such areas with high storm water runoff factors might increase surface erosion on their downhill edges;
- Excavations for foundations, bases, posts, poles, landscaping, utilities, etc., must be shallow (i.e., less than two feet);
- Electrical power to the Site could be provided if it is not placed more than one (1) foot deep and properly protected to prevent piercing of the fabric liner;
- Cap material must not be subjected to erosion or vehicular traffic deterioration by future use;
- If land use requires excavation exceeding two (2) feet, the thickness of the soil cap must be increased in a corresponding manner to fully accommodate those excavations above the fabric liner to ensure its integrity; and
- Surface airborne asbestos contamination may continue as long as the existing mill remains nearby and future use should not be allowed unless localized atmospheric concentrations of asbestos fibers are determined to exist at or below acceptable background levels.

Federal Enforcement

Prior to the signing of the Original Contract in September 1984, the United States Department of Justice, on behalf of EPA, filed a complaint in Federal District Court against nine corporate and individual defendants in May 1983. The suit requested injunctive relief and recovery of costs. The Court subsequently granted a motion of the United States for a determination that asbestos is a hazardous substance under CERCLA and, therefore, that costs expended by the government for remediation of the Site are recoverable. In February 1984, a deed restriction was recorded in Gila County on the former Jaquays Asbestos Mill property located adjacent to the Mountain View Mobile Home Estates property. The Jaquays owners were required to decontaminate the facility

by disposing of asbestos contaminated materials in a disposal trench on the property covered with approximately eight feet of uncontaminated material under a plastic barrier. On July 12, 1985, the District Court issued a final judgment against the Metate defendants (owners of Mountain View Mobile Home Estates) for all government costs (approximately \$7 million) and against the Jaquays defendants requiring cleanup of the Jaquays site and burial of all exposed asbestos tailings.

Site Oversight and Current Activities

ADEQ and EPA have performed two Five Year Reviews (1991 and 2005) at the Site. Each review found the remedy to be protective of human health, public welfare, and the environment. However, the September 2005 Five-Year Review stated that although the remedy is protective in the short-term, follow-up actions need to be taken for the remedy to remain protective in the long-term. Specifically, the review recommended follow-up operation and maintenance activities, including grating repairs, sediment removal from open channels and subsurface drainage pipes, and confined-space entry repair inspections. The 2005 review also noted that the Original Contract would expire in March 2006 and should be amended. The review recommended that during the process of amending the Original Contract, a clause be added requiring imposition of an institutional control ("IC") mechanism (for example a Declaration of Environmental Use Restriction, or "DEUR"). Additionally, the review concluded that EPA and ADEQ should ensure that corresponding decision documents are modified to include the IC mechanism. During 2006, EPA and ADEQ plan to amend the Original Contract to extend the term of the agreement, to impose the IC requirement, and to modify related decision documents accordingly, among other things.

Additionally, in 2006, EPA and ADEQ plan to inspect the contiguous Jaquays Asbestos Mill property to confirm the asbestos remains properly buried and the cover material is maintained as required in the 1985 Consent Decree entered into by and between the Metate Corporation, the Jaquays Mining Corporation, and EPA, with the State of Arizona as an intervenor.

APPENDIX B

OPERATION & MAINTENANCE MANUAL

**SUPERFUND SITE CLEANUP
FOR THE MOUNTAIN VIEW MOBILE HOME ESTATES
EPA I.D. #AZD 980735724
GLOBE, ARIZONA
1984**



**Prepared By
CELLA BARR ASSOCIATES
Phoenix, Arizona**

For

**U.S. ARMY ENGINEER DISTRICT, OMAHA
Corps of Engineers
Omaha, Nebraska
March, 1984**

Revised November, 1986

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INTRODUCTION

The history of the site begins with its use as an asbestos processing mill. The mill operated for approximately 20 years at this location. It was forced to close in 1973 because it could not meet the then-existing air quality standards. The owners of the property then decided to develop the site as a mobile home park.

In addition to the airborne asbestos fiber contamination, asbestos fiber is suspected to have been used as a filler in embankment material underlying the entire development and also as trench backfill during the installation of underground utilities or spread over large areas of the site to provide grades necessary for development and to allow for road construction. The land was subdivided and the development of the mobile home park occurred in 1973.

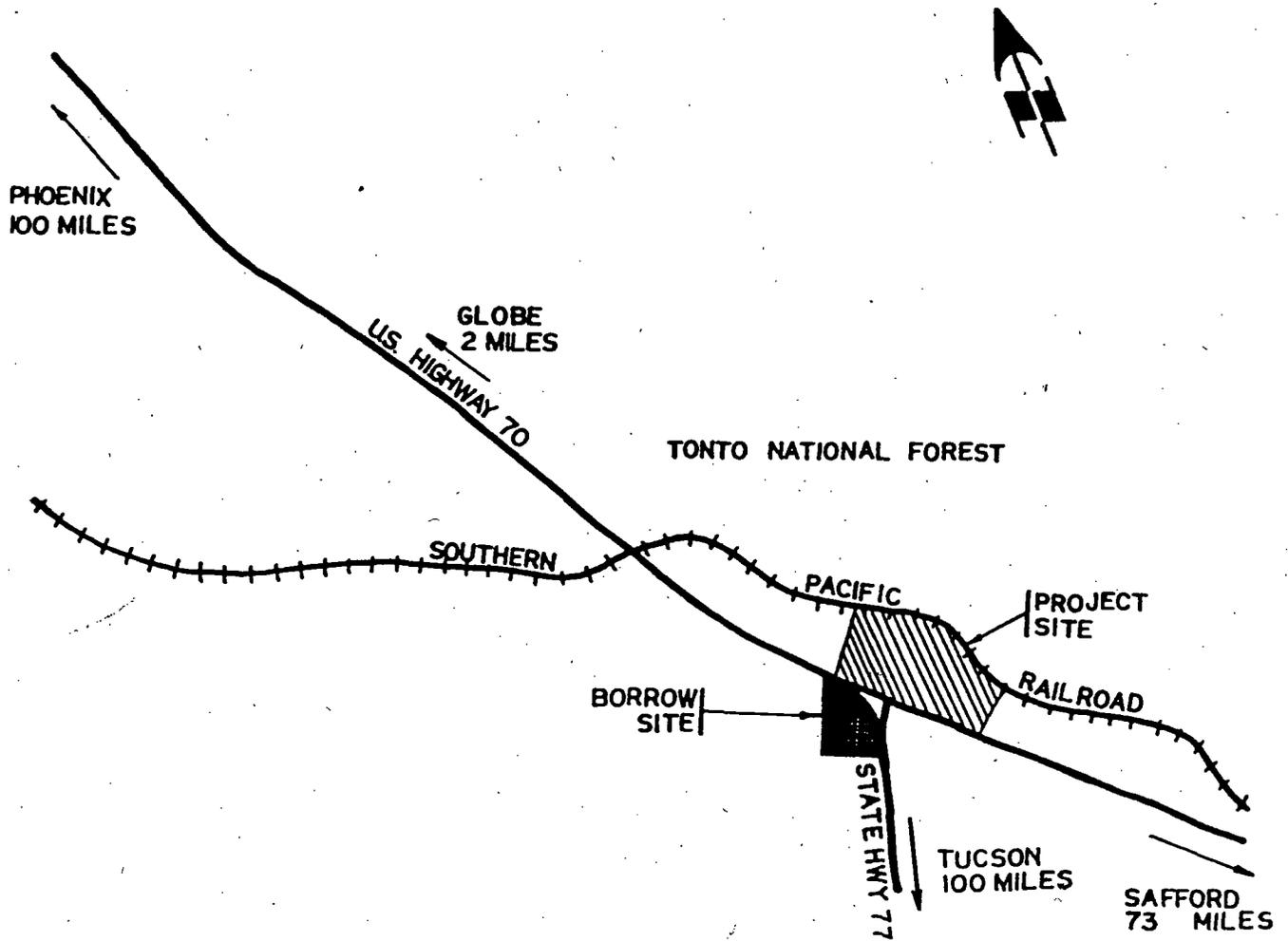
Two other asbestos mills were in operation nearby, to the east and south of the site, over a period of approximately 10 years during which the mobile home development had been in existence.

The mobile home residential development, located within the city limits and 1½ miles east of the center of the City of Globe in Gila County, contained 45 homes with paved roads; utilities; landscaping; a sewage treatment plant and lagoon; and miscellaneous improvements including concrete patios, walls and storage sheds. The entire development was surrounded by fencing consisting of blocks, asbestos particle boards and barbed wire strands. The site consists of 17 acres on a hillside with a slope of approximately 4.5%, and is situated between a railroad track on the north and the two-lane, U.S. Highway 70 on the south (see location map).

Site Remediation.

The mobile home subdivision became a concern of the officials at the State of Arizona Health Department in 1979 following the discovery of asbestos contamination in the underlying soils. In January 1980, the U.S. Center for Disease Control (CDC) issued an advisory declaring that the subdivision should be evacuated. Eventually the mobile home subdivision site was placed on the national Superfund list.

Abandonment of the Mountain View Mobile Home Estates site was chosen as the most practical and economical method of dealing with the asbestos problem. The permanent relocation of all subdivision residents eliminated the need for any extensive future air monitoring programs, while the onsite burial of mobile homes and all other physical structures helped to: (1) Simplify the overall cleanup procedure, (2) economize site cleanup costs, and (3) achieve a greater degree of total decontamination.



LOCATION MAP

Design.

The Corps of Engineers' Omaha District was given authority to select an engineering firm to design the cleanup. In October 1983, Cella Barr Associates (CBA) of Phoenix/Tucson was selected to design the cleanup. CBA completed the design work in late spring of 1984. The Corps of Engineers bid the project in the spring of 1985 after several months delay in procuring all the properties. The entire project was completed in January 1986.

The project plan called for the onsite demolition and burial of all physical structures, posts, buildings and mobile homes. Their onsite containment, as well as the onsite containment of asbestos particles and fibers currently present in the soil was accomplished by means of installing a permanent cap composed of a two-foot compacted layer of soil and aggregate which had been obtained from a nearby borrow area. In addition, a non-woven filter fabric was placed beneath the soil cover to prevent the re-exposure through erosion of the cover material, thereby ensuring the complete immobilization of contaminated soils.

Storm drainage and runoff passing through the site was a major consideration since the site contained three washes passing from north and west, and outletting under the highway on the south. Two of the washes pass beneath the railroad in large concrete arch culverts. Both of these drainage courses were relatively steep grades as they passed through the site. The third major wash entered the site on the west property line and passed diagonally through the site, leaving the the property line on the south side. Drainage studies were done of the area to determine the stormwater runoff that would be anticipated to pass through these washes. Two new underground drainage pipelines and one new open drainage channel were designed to carry the 100-year storm to reduce the likelihood of overflow and major erosion. One new pipeline replaces the open channel on the eastern portion of the site. The other new pipeline runs from the existing arch culvert near the northwest corner of the site and outlets in the new open drainage channel. The new open drainage channel follows the same alignment as the old channel in the southwest corner of the site.

Construction.

The joint venture firm of Maitland and Hydro-Dredge was selected to perform the cleanup work. Nicholas Development Company from Globe, Arizona, supplied the aggregate. The source of this material was the Jones property, located seven miles north on State Highway 60/77. Barcon Construction Company of Miami, Arizona was the subcontractor who constructed the project's concrete features. American Fence Company of Phoenix installed the fence. Water for the fire hydrant is from the City of Globe high pressure transmission line. The original water service main for the demolished subdivision was used. Power for the monitoring station is from Arizona Public Service.

The site itself was protected from erosion by first clearing and leveling the site, adding a filter fabric liner on top of the leveled site, placing 21 inches of clean fill on top of the liner and compacting this fill to a minimum density of 90 percent. On top of this compacted layer was placed three inches of coarse (two-inch) aggregate compacted to 95 percent density. The intent of the liner is to serve as not only a barrier to the asbestos but to be an early warning signal if erosion does occur on the site at some future time. The white fabric will serve as a highly visible reminder that maintenance must be accomplished on the site.

As-Built Features.

The as-built drawings should be carefully reviewed prior to initiating any maintenance or repair work. Particular attention should be given to construction features involving elevations of the filter fabric liner, concrete structures, fence post foundations, etc.

Maintenance involving excavation in areas north of the mill property boundaries, but south of the site chainlink fence, should be undertaken with caution. As indicated on as-built drawing sheet 8/8, prepared by Gant & Associates of Globe, Arizona, the aggregate surface erosion protection cover extends beyond the filter fabric limits. Mill site monuments were reinstalled by the contractor at or below the soil-aggregate interface. These monuments should be located in conjunction with any proposed maintenance activity.

Chainlink fence post foundations along the west, south, and east ends of the project are installed above the filter fabric liner, except as noted on the as-built drawing sheet 8/8. The drainage channel, including inlet and outlet cutoff walls, is constructed above the filter fabric liner. Junction structures, manholes, and outlet structures installed for the two underground 42-inch reinforced concrete storm drains were installed above the filter fabric liner. Riprap was installed outside the mill site southerly boundary on native materials.

OPERATION AND MAINTENANCE

Responsibility.

The Arizona Department of Health Services (ADHS) is to be primarily responsible for the operation and maintenance of this Superfund cleanup site. The State may find it desirable to utilize its own equipment and personnel to provide for necessary operation and maintenance. For example, it would appear that the Arizona Department of Transportation might be a logical choice to assist in construction maintenance because they have equipment, material and a local maintenance office/yard.

In 1985, a formal Superfund State Contract was negotiated and executed between the ADHS and the U.S. Environmental Protection Agency (EPA) regarding this site. The contract outlined the State's operation and maintenance responsibilities and incorporated this manual by reference and attachment. The contract also provided for EPA cost-sharing in site operation and maintenance for the first year after construction completion. The cleanup site was proposed for delisting from the National Priorities List (NPL) in 1986.

The soils borrow site, located southwest of the cleanup site across the junction of Highway 70 and Highway 77, was provided by the Government and will remain the property of the U.S. Forest Service. The borrow site will require no maintenance or operating procedures by the State of Arizona. The contractor's construction yard which was located on the borrow site was cleaned up to the satisfaction of the U.S. Forest Service. The maintenance of the borrow site is not a part of this Operation and Maintenance Manual.

Inspection Frequency.

The project cleanup site is the property of the State of Arizona. and operation and maintenance of the cleanup site is the State's responsibility. Security personnel will not be required after construction. The project has been designed to be as maintenance free as possible; however, minimal maintenance can be anticipated at this time. The site should be inspected bi-monthly for the first year and periodically thereafter (a minimum of semi-annually). In addition, an inspection should be made after every major rain storm for signs of erosion. It would be beneficial to maintain contact with local agencies regarding major rainfall events. For purposes of inspection, a major rain storm is defined as a storm in which one inch of rain or more falls in any twenty-four-hour period. As an aid in scheduling field trips or determining what periods intense rains may occur, the following is a summary of average rainfall measured in inches per month in the Globe area:

January	2.06 inches
February	1.25
March	1.78
April	0.66
May	0.25
June	0.26
July	2.34
August	2.33
September	1.53
October	1.07
November	1.12
December	1.40
Annual Average Total	<u>16.05 inches</u>

Inspection Checklist.

The Arizona Department of Health Services (or Arizona Department of Environmental Quality as of 7/1/87) will be responsible for inspecting the site periodically to check for maintenance needs. The following checklist should be used as a minimum on each inspection trip. An inspection form is attached for this purpose.

- (1) Check the gate lock.
- (2) Walk the entire perimeter inside the fence.
- (3) Look for damaged fence fabric, missing warning signs, or bent fence posts.
- (4) Look for any signs of beginning erosion.
- (5) Look for signs of settlement.
- (6) Look for exposed fabric liner mat.
- (7) Traverse the interior of the site from east to west at no more than 150 feet distances checking for items (4), (5), and (6) above.
- (8) Look for indication of, or pools of, standing water in depressions.
- (9) Check that drainage manhole covers are in place and undisturbed.
- (10) Check for weed or shrub growth in the gravel.
- (11) Note any unusual condition or change to the site not listed above (i.e. animal burrows, etc.).
- (12) Inspect, operate and service fixed air monitoring station as required.
- (13) Lock the entrance gate and check exterior areas.
- (14) Check pipe outlet headwall (adjacent to gate on south) for cracks and settling.
- (15) Check pipe outlet channel to ADOT highway for signs of erosion, riprap displacement, or debris accumulation.
- (16) Check bank and channel protection in ADOT ROW for signs of erosion, riprap displacement or debris accumulation.
- (17) Check concrete drainage channel (including inlets and outlet) for cracks, undercutting and settling.
- (18) Check pipe outlet headwall in drainage channel for cracks and settling.
- (19) Look for debris accumulation in the drainage channel or storm pipe.
- (20) Check area south of the channel for items (3), (4), (5), (6), (7), (8), (10) and (11).
- (21) Check the dead end road on the west side of the project site for damage to the barricade or its reflective paint surface.
- (22) Check the railroad property between the tracks and the north fence of the project site for items (4), (5), (6), (8), (10) and (11) above.
- (23) Check for debris accumulated at the upstream (north side of railroad tracks) and downstream ends of the concrete box culverts underneath the railroad track.
- (24) Check track ballast for signs of erosion in the same areas as (23) above.

- (25) Prepare a written report of the inspection.
- (26) Photos may be taken to document serious deficiencies on any preceding item. Photos, if taken, should be dated and attached with site plan showing location and direction taken.

The written report should include comments on any of the above items that need attention, and any other concerns not listed above. A site plan should accompany the report indicating the location and dimensions of areas needing attention. A site plan is attached for this purpose. The report shall be signed and dated (both the date of inspection and date of report, if different). The report shall be reviewed and signed by the inspector's supervisor or department head. All fully-executed reports shall be kept on file in the office of the Arizona Department of Health Services. A copy of an executed inspection report is attached as an example.

Safety and protection of State personnel conducting inspections will be the responsibility of ADHS. However, an inspector may wish to have a paper mask, boots, Tyvek coverall and gloves in his possession in the event he desires to closely examine a suspected re-exposed area. This equipment should be properly disposed of if used.

Maintenance Items.

Maintenance that could be required includes but is not limited to the following:

- 1) Repair of fence damage as a result of vandalism or animals.
- 2) Picking-up or collecting debris which accumulates along the inside and outside perimeter fence.
- 3) Removing built-up silts or debris within the channel or inside pipes or storm structures.
- 4) Replacement and or repainting of warning signs on the perimeter fence.
- 5) Repair settlement or erosion of the soil/aggregate cap.

Settlement may occur in areas where debris is buried or possibly in the area of the treatment plant lagoon. Minor settlements (depressions less than six inches in depth) can be repaired by removing any accumulated standing water then filling with aggregate stockpiled on site or obtained from offsite. The aggregate shall be a gradation similar to the gradation used as the final site cover.

If erosion of the soil cap is found during the inspection, repair shall be made as follows: First, determine the point at which the erosion began, then determine the cause of the erosion occurrence. If it is a result of concentrated overland flow of area drainage, the eroded area should be filled with aggregate as outlined above for the areas in which settlement has occurred.

If erosion is determined at the top of the channel or where an area cannot be regraded, the placement of larger aggregate in the depression should occur to prevent further erosion.

6) Pumping of standing water may be required in areas where settlement has occurred, and may also require filling.

7) If damage or deterioration has occurred on the barricade, the structure must be restored to the condition existing at the time the site was completed (see attached plan sheets).

The monitoring of growth during inspection is provided only to note any change in the site. If vegetation is growing, it should at least be noted. Grass or small shrub growth should not be a problem and should actually be encouraged. However, large diameter (6 inches) desert trees could become established and could develop roots that would penetrate the fabric liner or contribute to openings in the soil/aggregate cover in which surface water could enter and begin erosion.

A single 14-foot wide gate is available at the old entrance road for access to the site itself.

A stockpile of approximately 120 cubic yards of the coarse aggregate material used in the cap is provided onsite. It is for future use in case of cap settlement or erosion.

Maintenance Budget.

The following annual budgeted amounts should be set aside for at least the first two years after construction. At that time a review of expenditures might be made (especially in the erosion repair item) with a view to reducing the amount:

Inspections: 6/yr. @ \$200.00 ea.	=	\$ 1,200.00
Reports: 6/yr. @ \$50.00 ea.	=	300.00
Refuse and debris removal: 4 @ \$200.00 ea.	=	800.00
Fence repair (incl. lock): 100LF @ \$10/LF	=	1,000.00
Erosion repair: 6,000 SF x 1 FT x 1/27 (\$12.00/CY)	=	2,667.00
Road barricade repair:	=	200.00
Contract administration (for damage repair work)	=	300.00
Insurance premiums (liability coverage)	=	1,200.00
Air Monitoring (sample equipment, collection and analysis)	=	3,000.00
Soil Surface test (2 per year)	=	<u>200.00</u>
Total		\$ 10,867.00

Maintenance funds are expected to be required for this project for a 30-year period. It is assumed that the estimated cost of \$10,867.00

per year will be the maximum amount needed, at least until two-year evaluation of this cost (as previously mentioned) takes place. Assuming \$10,867.00 is the unit value of an annuity over a term of 30 years at an interest rate of 8%, and using the formula:

$$(1 + i)^n - 1/i$$

the amount of funds required is \$10,867.00 x (113.283) = \$1,231,046.00. The present value of this same annuity at the same interest rate, using the formula:

$$1 - (1 + i)^n/i$$

is \$10,867.00 x (26.775) = \$290,946.00.

FUTURE SITE USES

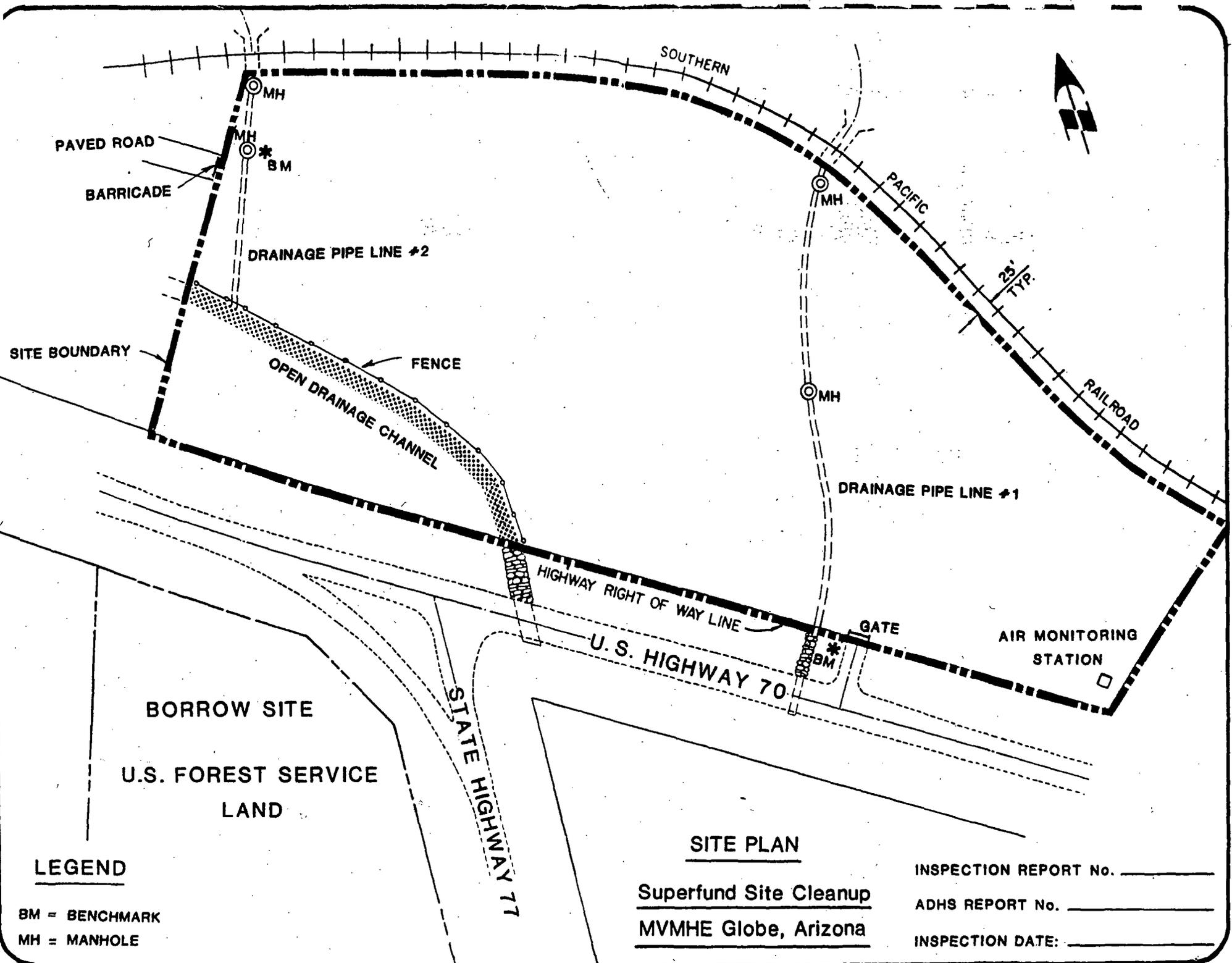
The State may desire to investigate future uses for the project cleanup site that are compatible with continued containment of asbestos contaminants. Any contemplated use should consider the following:

The primary restriction for any future uses of the site is that no excavation occur below the fabric liner mat (i.e. two feet below the surface). This will ensure containment of the contaminated soil and debris. Residential, commercial or industrial development should be considered carefully because all of these involve the installation of underground utility systems for water and sewers. Also, building foundation excavation will be required. Uses that encourage high intensities of people or vehicles should be considered carefully. Paved parking or large recreational use areas onsite should be discouraged. Such areas with high stormwater runoff factors might increase surface erosion on their downhill edges. However, small surface drainage channels could be constructed to take increased runoff to the site perimeter. Any paved impermeable surface or building roof onsite that would increase runoff must have a drainage (erosion control) system. Any excavations for foundations, bases, posts, poles, landscaping, utilities, etc., must be shallow (i.e. less than two feet). Electrical power to the site, if required for a future use, could be brought in underground provided it is not placed more than one (1) foot deep and properly protected to prevent piercing of the fabric liner. Temporary type (self-contained) toilets could be used. Surface or very shallow (i.e. three-inch deep) drinking water systems could be installed from the newly installed offsite fire hydrant. The cap material must not be subjected to erosion or vehicular traffic deterioration by any future use. If a land use requiring excavation exceeding two (2) feet becomes necessary for any reason, the thickness of the soil cap should be increased in a corresponding manner to fully accommodate these excavations above the fabric liner so as to insure its continued integrity.

It should also be kept in mind that surface airborne asbestos contamination may continue as long as the existing mill remains nearby. Localized ambient atmospheric asbestos contamination may also persist from dispersed offsite, non-point sources as well. No future site usage should be contemplated nor allowed unless the localized atmospheric concentrations of asbestos fiber are determined to exist at or below acceptable background levels.

Any future uses of the site should be reviewed and concurred with by the U.S. Environmental Protection Agency. Any operation and/or maintenance agreement between the State of Arizona and the U.S. Environmental Protection Agency should require review and approval of future uses.

ATTACHMENTS



**ALTERNATE
INSPECTION FORM**

GLOBE, ARIZONA INSPECTION REPORT

INSPECTION DATE: _____
 INSPECTOR: _____

INSPECTION NUMBER: _____
 ADHS REPORT NUMBER: _____

<u>ITEM</u>	<u>GOOD</u>	<u>REMARKS</u>
<u>A (Interior Area)</u>		
1) Check the gate lock.		
2) Walk the entire perimeter inside the fence.		
3) Look for damaged fence fabric, missing warning signs, or bent fence posts.		
4) Look for any signs of beginning erosion.		
5) Look for signs of settlement.		
6) Look for exposed fabric liner mat.		
7) Traverse the interior of the site from east to west at no more than 150 feet distances checking for items (4), (5), and (6) above.		
8) Look for indication of, or pools of, standing water in depressions.		
9) Check that drainage manhole covers are in place and undisturbed.		
10) Check for weed or shrub growth in the gravel.		
11) Note any unusual condition or change to the site not listed above (i.e. animal burrows, etc.).		
12) Inspect, operate and service fixed air monitoring station as required.		
13) Lock the entrance gate and check exterior areas.		
<u>B (Along Highway 70 ROW on south)</u>		
14) Check pipe outlet headwall (adjacent to gate on south) for cracks and settling.		
15) Check pipe outlet channel to ADOT highway for signs of erosion, riprap displacement, or debris accumulation.		

EXAMPLE

MTN. VIEW MOBILE HOME ESTATES INSPECTION REPORT

PU:DKS; 6488

#5

INSPECTION DATE: 10-21-86
 INSPECTOR: DENNIS R. SIMPLE

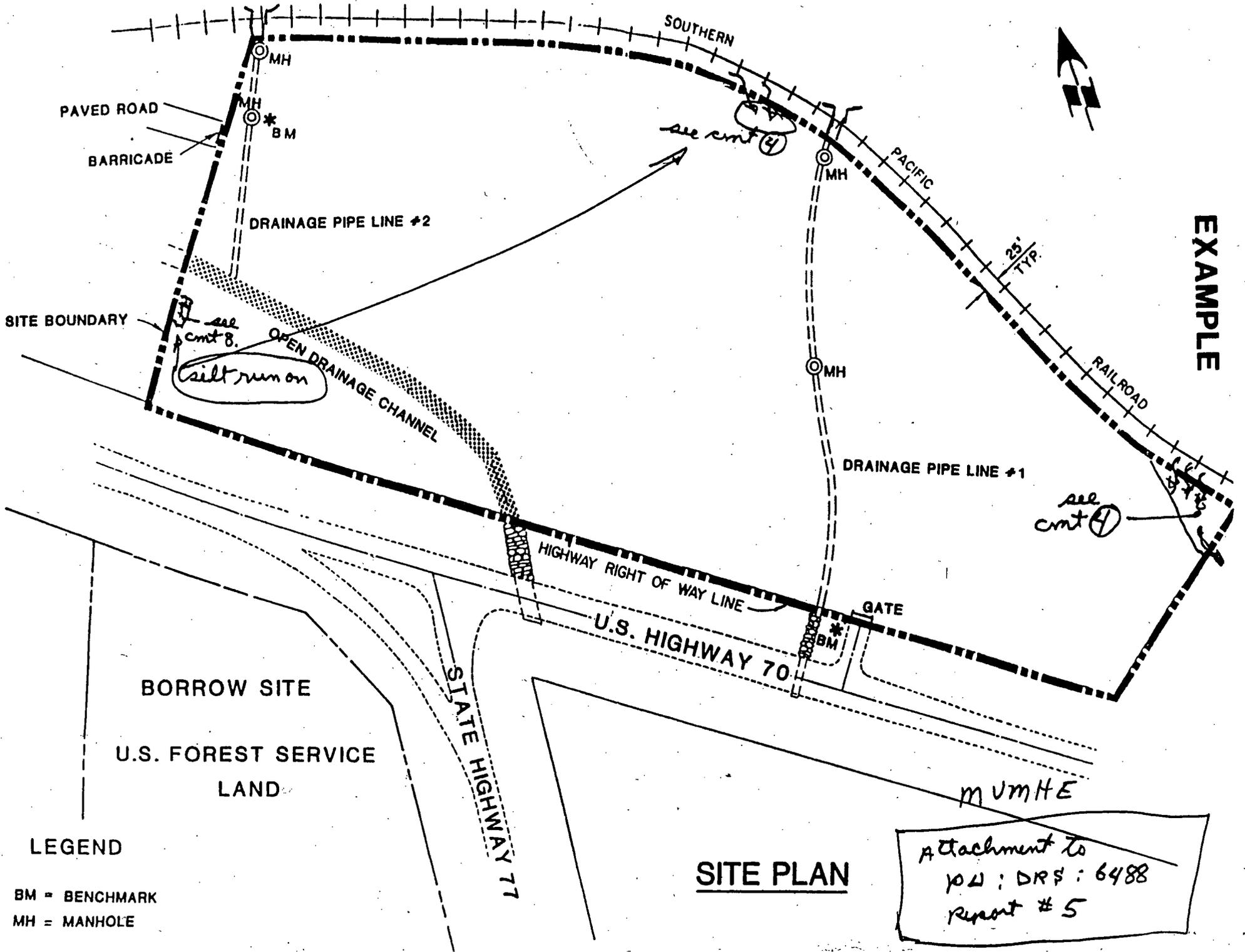
ITEM	GOOD	PROBLEM	REMARKS
1) Check the gate lock	✓		
2) Walk the entire perimeter inside the fence.	----	----	
3) Look for damaged fence fabric, missing warning signs, or bent fence posts.	✓		
4) Look for any signs of beginning erosion.	✓		SEE BELOW
5) Look for signs of settlement.	✓		
6) Look for exposed fabric liner mat.	✓		
7) Traverse the interior of the site from east to west at no more than 150 feet distances checking for items (4), (5), and (6) above.	✓	----	
8) Look for pools of standing water in depressions.	✓		SEE BELOW
9) Check that drainage manhole covers are in place and undisturbed.	✓		
10) Check for weed or shrub growth on the gravel.	✓		WEED GROWTH CONCENTRATED AT FENCE LINE
11) Drainage structure head wall cracks or settling.	✓		
12) Lock the entrance gate and check exterior areas.	✓		
13) Check the dead end road on the west side of the project site for damage to the barricade or its reflectors.	✓		
14) Look for debris accumulation in the drainage channel or storm pipe.			SEE BELOW
15) Check the railroad property between the tracks and the north fence of the project site for items (4), (5), (6), (8), (10) and (11) above.	✓		
16) Check for debris accumulated at the upstream (north side of railroad tracks) and downstream ends of the concrete box culverts underneath the railroad tracks.	✓		
17) Check for Track ballast erosion signs in the same areas as (16) above.	✓		
18) Take a surface sample to test for asbestos fiber accumulation. (One small area 3'x3' will be left without aggregate cover to facilitate the soil sampling.)	NA	----	
19) Note any unusual condition or change to the site not listed above. (e.i. animal burrows, etc.)	✓	----	
20) Inspect, operate and service fixed air monitoring station as required.	NA	----	
21) Prepare a written report of the inspection.	✓	----	

INSPECTOR'S COMMENTS: (describe specific problems, its location and recommended action; and provide attached sketch)

- (4) THERE ARE A FEW POINTS OF FLOW FROM THE RAILROAD ROW UNTO THE PROJECT WITH SLIGHT EROSION. THERE IS SOME FLOW WITH SLIGHT EROSION ON THE EAST BOUNDARY THAT FLOWS UNDER FRANK STEPHANSON'S TRACT.
- (8) THERE IS EVIDENCE OF PREVIOUS STANDING WATER ON THE TRIANGULAR PARCEL.
- (14) THE EAST STORM PILE IS CLEAR. THE WEST STORM PILE HAS 6" TO 10" OF GRAVEL IN THE SOUTHWEST 1/3 OF THE PILE.

INSPECTOR'S SIGNATURE: Dennis R. Simple Report Date: 10-22-86
 REVIEWER'S SIGNATURE: Philip W. [Signature] Date: 10-23-86
 TITLE: Mgr. Remedial Projects

EXAMPLE



LEGEND

BM = BENCHMARK
MH = MANHOLE

SITE PLAN

Attachment to
 JOB : DRS : 6488
 Report # 5

ADOT Permit #44836

US 70 MP 253.87 to 254.30+

Issued to State of Arizona

Arizona Division of Emergency Services

Dated: May 29, 1984

**Purpose: Installation of bank protection, non-grouted
rip rap, fire hydrant, entry road, etc.**



BRUCE BABBITT
GOVERNOR

MG DONALD L. OWENS
DIRECTOR

STATE OF ARIZONA

Department Of Emergency And Military Affairs

5636 EAST McDOWELL ROAD
PHOENIX, ARIZONA 85008



DIVISION OF EMERGENCY SERVICES
RICHARD A. COLSON, DIRECTOR

June 1, 1984

REC'D
JUN 1 1984
AZ - N
AZ - N
1984

Harley Grovesnor
U.S. Corps of Engineers
2721 N. Central #1030
Phoenix, AZ 85004

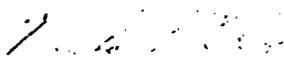
Dear Harley:

Enclosed is a copy of the ADOT permit.

Please review it and respond with your comments for changes. I'm sure you will recognize the need for an on-site visit to determine where the milepost signs are. I feel that the request to backfence north of Highway 70 is weak because it does not appear in the permit itself.

I will be on vacation until June 18, 1984, but Margaret Dugan can take care of your changes. I have also enclosed the copies of the offer letters which Tom Brock wanted.

Sincerely,


Michael P. Austin
Superfund Program
Manager

MA:bd
Encs.



ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

Highway 60 — P.O. Box 2717, Globe, Arizona 85501

BRUCE BABBITT
Governor

WILLIAM A. ORDWAY
Director

Assistant Director
and State Engineer

May 29, 1984

Michael Austin
Division of Emergency Services
5636 E McDowell
Phoenix, AZ 85008

RE: U.S. 70 M.P. 254
Mountain View Mobile Home Estates

Dear Mr. Austin:

Enclosed you will find a Permit for the anticipated work at subject site. For the record, we are requesting that you sign the Permit and return all copies to us. We will then distribute in our normal manner.

Your attention is drawn to the fact that one of the conditions calls for fencing the south and west boundaries of the excavation site prior to removal of existing State fence. Sheet 16 of the plans indicates this is optional with the Contractor. Correction is recommended.

Also, I would like to request that new fence be provided on the north side of U.S. 70 from the Cattleguard at Milepost 253.87 to the Cattleguard at 254.30. In conjunction with the development of this subdivision in 1972 the department issued a Permit allowing backfencing. Conditional on this, it appears that the existing fence was removed. Thus, I feel that replacement of our fence should be undertaken as part of the proposed contract.

Sincerely,


S. J. Guerrini
Area Engineer

SJG:rm

cc: G. B. Ohnesorgen

RECEIVED
MAY 30 1984
ADES



APPLICATION FOR PERMIT TO USE STATE HIGHWAY RIGHT OF WAY
(Print or Type)

Application is hereby made for a permit to enter in upon and use a portion of the State Highway.

Name of Owner STATE OF ARIZONA

Address of Owner _____

City _____ Phx _____ State AZ Zip _____

Name of Applicant AZ Div of Emergency Services Legal Relationship to Owner _____

Mailing Address 5636 E. McDowell Road

City _____ Phx, _____ State AZ Zip 85006

Phone 244-0504

Signature of Applicant _____

(Applicant and Owner are responsible for conditions on permit)

City (in or near) Globe Project No. NON FA-022-4(1957)A

Highway Route No. US 70 Approximately _____ Feet _____ of Milepost No. 253.87 to 254.30+
Direction

Side of Highway N S E W (circle one) Highway Station _____

Purpose Superfund site cleaning of Mountain View Mobile Home Estates.

FOR DEPARTMENTAL USE ONLY

THIS APPLICATION is approved with the following directions, requirements and specifications:

An approved set of drawings and approved permit showing specifications shall be present on job site during construction.

All work to be done in accordance with ADOT, standards and specifications and under the inspection of and fully coordinated with the appropriate designated ADOT, Highway Division personnel.

This permit covers encroachment upon ADOT right of way as needed to accomplish the work shown on attached plan sheets 11, 12, 16, 23, and 24, and other work incidental thereto.

A separate permit will be required for the proposed conveyor system for transporting material across the highway.

Before the right of way fence is cut, the wire shall be held in place by new strain posts set in concrete in accordance with ADOT, Highway Division standard C-12.20.

Any fence removal shall be replaced with new fence conforming to ADOT standard drawing C-12.20.

No fence removal shall be undertaken until temporary fencing along the south and west boundaries of the borrow site is installed.

Dated May 29, 1984

Permits Supervisor Engineer

FOR AND IN CONSIDERATION of the granting of a permit or license for the purpose set forth herein the Licensee hereby agrees, covenants, and binds said Licensee as follows, to-wit:

1. The Licensee hereby agrees to save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement or the exercise of this permit or license by Licensee, any of its agents, or any of its independent contractors. The above cost incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage occurs as aforesaid, Licensee assumes the burden of proof that the above activity, condition, or event did not cause such cost, damage, or other damage.
2. That all work done shall be at the sole cost and expense of the Licensee, and shall be done at such time and in such manner as to be least inconvenient to the traveling public, and as directed by the agent of the Licensor. Work must be finished in the time specified on permit.
3. That when the proposed work is completed the Licensee shall repair the roadbed and replace the surfacing material thereon and will leave the said road in as good a condition as it is now, so far as the road is affected by the Licensee.
4. If the subject of the permit or license fails to pass final inspection, the Licensee will remove or replace the same within such time as specified by written notice from the Licensor; or if at any time hereafter, any material used by the Licensee is replacing or reconstructing any part of said highway proves defective, the Licensee will replace the same with the kind and quality of material which the Licensor shall specify.
5. That if the title and possession of any property placed upon the right of way by the Licensee remains in said Licensee, the Licensee shall and will promptly perform all necessary repair work upon written notice from the Licensor, and will not permit or allow any condition to exist which would be a hazard or source of danger to the traveling public.
6. That if at any time hereafter the right of way, or any portion thereof, occupied and used by the Licensee may be needed or required by the Licensor, any permit or license granted in pursuance of this application, may be revoked by the Licensor and all right thereunder terminated, and upon sufficient notice, the Licensee shall and will remove all property belonging to said Licensee.
7. That in the event that the work to be done under the authority of the permit or license necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Licensee shall and will provide and maintain at all times during the existence of said hazard, sufficient barriers, danger signals, lanterns, detours, and shall and will take such other measures of precaution as the Licensor shall direct.
8. That if the work to be undertaken is of such a nature or character that the Licensor deems it necessary that said work be laid out, or inspected by the Licensor, said Licensee will defray any and all expenses incurred by said Licensor, and herein agrees to reimburse the Licensor, and for that purpose will deposit with the Licensor a sum of money in the amount necessary to cover all cost incurred by the Licensor.
9. All construction to be as per final plans approved with permit.
10. Licensee agrees to advise the state of any change of ownership.

WHITE COPY TO APPLICANT AFTER PROCESSING
 YELLOW COPY TO PERMIT DIVISION FILE
 PINK COPY TO DISTRICT ENGINEER'S FILE
 GREEN COPY TO DISTRICT ENGINEER'S INSPECTOR
 BLUE COPY TO FHWA (INTERSTATE HIGHWAY ONLY)

PERMIT AND LICENSE

Permit No. 4 4 8 3 6

A permit and license is hereby issued to the foregoing licensee for the purpose contained in the application and upon the expressed condition that every agreement and covenant therein contained is faithfully performed, and said work to be performed in accordance with final approved plans and specifications. Construction is authorized only for period indicated below.

Dated May 29, 1984

ARIZONA DEPARTMENT OF TRANSPORTATION

Construction to be completed by:

By _____

Dec. 29, 1984
Date

Area Engineer
Maintenance Permit Engineer

Permit # 4 4 8 3 6

U.S. 70 MP 253.87 to 254.30+

STATE OF ARIZONA

AZ Division of Emergency Services
5636 E. McDowell Road
Phx, AZ 85008

244-0504

All surplus earth and construction debris shall be removed from the immediate right of way area on completion of work covered by this permit.

Traffic shall be protected in accordance with ADOT, Highway Division Traffic Control Manual for highway construction and maintenance (as per MUTCD) for Streets and Highways. All signs, placement of signs and the necessity of using flagmen is the responsibility of the PERMITTEE.

PERMITTEE shall assume full responsibility for damage to any utility line. Call Blue Stake.

NOTIFY the Globe Office three (3) days in advance of construction and within three (3) days following completion for a final inspection.
Phone: 425-3291, Floyd Livingood, Supervisor.

**Southern Pacific Transportation Company
and
State of Arizona, Division of Emergency Services**

permanent easements agreement.

Dated: November 15, 1984

1.a, 1.b, and 1.c

RECEIVED
AZ - NV
NOV 15 1985
AREA OFFICE

AND WHEN RECORDED MAIL TO

Name []
 Street Address []
 City State Zip []

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS INDENTURE, made this 15th day of November, 1984, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein termed "Railroad," and STATE OF ARIZONA, DIVISION OF EMERGENCY SERVICES, 5636 East McDowell Road, Phoenix, Arizona 85008, , herein termed "Grantee"

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, easements for hazardous waste (asbestos) contamination containment purposes in, upon, along, across and beneath the property of Railroad, at or near Globe, in the County of Gila State of Arizona, as follows:

- (a) an easement for burying of soil contaminated by hazardous waste asbestos material within a strip of land approximately 30 feet by 1650 feet between and opposite Engineer's Stations 6367+70.4 and 6351+55.5, Mile Posts 1218.30 and 1217.99, in the location shown on the print of Railroad's Drawing A-670, Sheet No. 1 of 3, dated May 3, 1984, attached and made a part hereof. Grantee shall have the right to fence the property for safety and/or security purposes;
- (b) an easement to construct, reconstruct, maintain and operate a forty-two (42) inch storm drain at Engineer's Station 6358+73.3, Mile Post 1218.13, in the location shown on the print of Railroad's Drawing A-670, Sheet No. 2 of 3, dated May 3, 1984, also attached and made a part hereof; and
- (c) an easement to construct, reconstruct, maintain and operate a forty-two (42) inch storm drain at Engineer's Station 6367+10, Mile Post 1218.29, in the location shown on the print of Railroad's Drawing A-670, Sheet No. 3 of 3, dated May 3, 1984, also attached and made a part hereof.

2. Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the premises due to Grantee's exercise of rights granted herein, Grantee, at its expense, shall be obligated to clean the premises to the satisfaction of Railroad and any governmental body having jurisdiction thereover.

Insofar as it lawfully may, Grantee agrees to indemnify, hold harmless and defend Railroad against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by Railroad as a result of Grantee's breach of this section, or as a result of any such discharge, leakage, spillage, emission, or pollution, unless such liability, cost or expense is proximately caused solely by the active negligence of Railroad.

3. This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

4. Grantee shall bear all costs in connection with the work contemplated for the rights herein granted and agrees to reimburse Railroad for any cost and expense incurred by Railroad in connection therewith.

5. Grantee, its agents and employees, shall have the privilege of entry on said property for the purpose of performing the work contemplated; provided, however, that Grantee agrees to give Railroad five (5) days' written notice prior to commencement of any work on the premises, except emergency repairs, in which event Grantee shall notify Railroad's authorized representative by phone.

6. In the event any work upon or in connection with the easements herein granted, to be done upon or adjacent to the property of Railroad, should be let to a contractor by Grantee, such work shall not be begun until such contractor shall have first entered into an agreement with Railroad, satisfactory to Railroad, and indemnifying Railroad from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractor.

7. Insofar as it lawfully may, Grantee agrees to investigate, release, defend and indemnify Railroad, its officers, employees, agents, successors and assigns from all claims, liability, cost and expense, howsoever same may be caused, including reasonable attorney fees, for loss of or damage to property and for injuries to or death of persons including, but not limited to, any environmental damage arising out of the rights herein granted, unless such liability, cost or expense is caused solely by the active negligence of Railroad. *WED*
 The term "Railroad" as used in this section shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad and any other railroad company that may be lawfully operating over and upon tracks at said location and the officers and employees thereof.

8. This indenture shall be binding upon and inure to the benefit of the successors and assigns of Railroad and the assigns of Grantee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

By W.E. Fowler
 (Title) Manager - Miscellaneous Contracts

Attest: T.F. O'Donnell
 Assistant Secretary

STATE OF ARIZONA, DIVISION OF EMERGENCY SERVICES

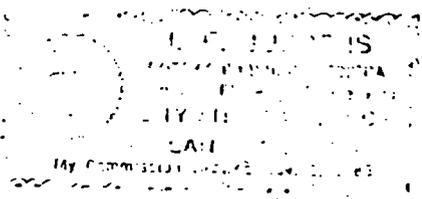
By Richard A. Nelson
 (Title) DIRECTOR

By _____
 (Title)

STATE OF CALIFORNIA
 City and County of San Francisco } s.s.

On this 15th day of November in the year One Thousand Nine Hundred and Eighty Year
 before me, J. E. JURGENS, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
 (One Market Plaza)

W.E. Fowler and T.F. O'Donnell



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as MGR MISCELLANEOUS CONTRACTS and Asst. Secretary or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

My Commission Expires November 1, 1985

J. E. JURGENS
 Notary Public in and for the City and County of San Francisco, State of California.

Route Symbol BDA Station Pinal

E.S. 58+73.3 M. P. 1218.13

Applicant Arizona Dept. of Health Services
Address 1740 West Adams
City Phoenix State Arizona Zip 85007
Facility Storm Drain
Purpose Convey Storm water
Materials and installation as per CE _____
CS _____

Is Pipe Under Pressure No
Distance from bottom of tie to top of *Casing 7'
If Less than 3'-0" why? _____

If pipe carries flammable substances and has casing
Number and location of vents _____

Materials Carrier Pipe PCP
Casing _____
Diameter Carrier Pipe 42"
Casing _____
Smooth Steel _____ (In.)

Pipe Wall Thickness _____
*(Of Casing, if used - 2 Corrugated Metal _____ (Gage)
Otherwise Carrier) _____

Pipe Length Carrier Pipe _____
Casing _____

If Pipe is reinforced Conc. ASTM Class
Designation III

If Pipe is cast iron AWWA Class _____
Furnish Sketch 2

PLAN, CROSS SECTION AND DESCRIPTION OF TRACK OR TRACKS
UNDER WHICH PROPOSED PIPE IS TO BE PLACED TOGETHER
WITH ALL NECESSARY DIMENSIONS.
WHERE SP PIPELINES ARE INVOLVED UTILITY CROSSING SHALL
NOT BE LESS THAN 2'0" BELOW SP PIPELINES.
MARKERS REQUIRED FOR UNDERGROUND UTILITIES

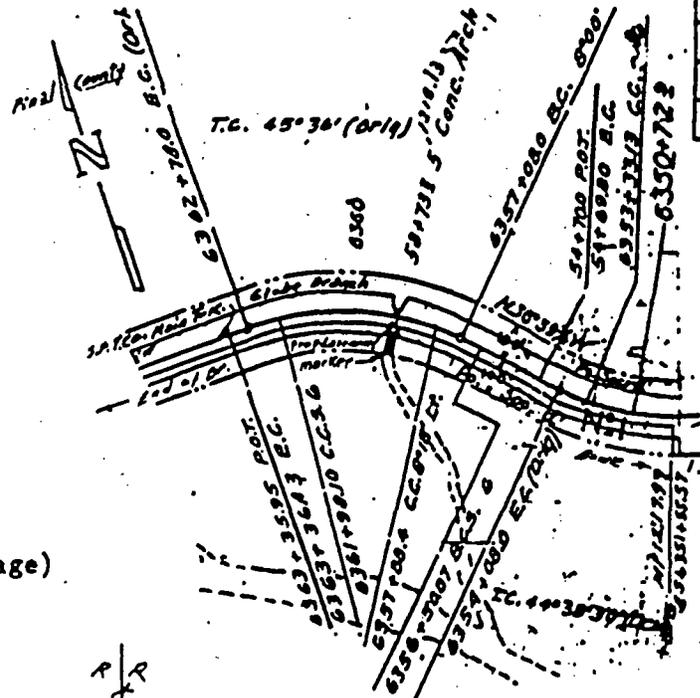
Reference to assigned blanket agreement No. _____
Underground signal line involved Yes No

SP Petroleum Products Pipelines Involved YES NO

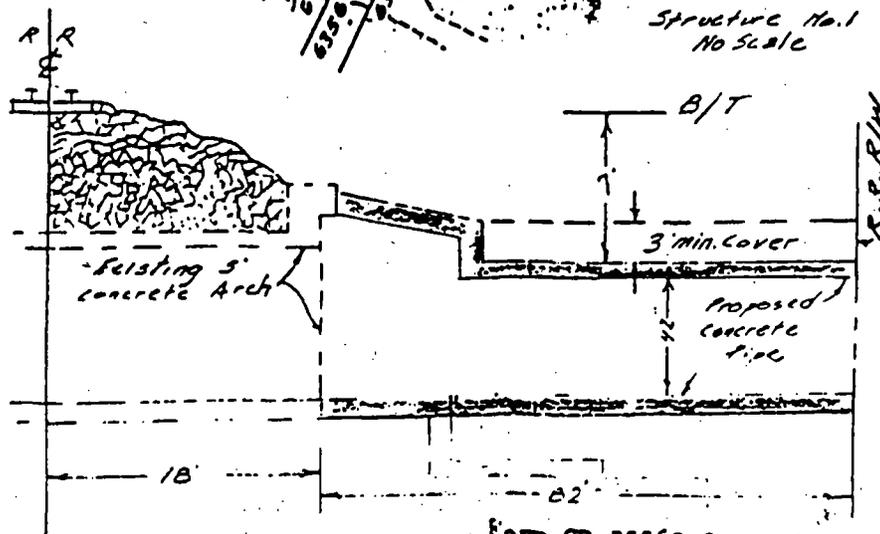
Sunset Region
Drawing No. 1670
Sheet No. 2 of 3
Date May 3, 1964
Revised _____

4621
V31
31
C

LEGEND
--- SPT Co. Proprietary Line
--- Red: Proposed concrete pipe (62" x 42")



Structure No. 1
No Scale



NO. 1 2 3 4 5
DESCRIPTION
1 Rev. Regard Vent. Req.
2 Rearrangement of Form
3 Rearrangement of Form
4 Rearrangement of Form
5 Rearrangement of Form
DATE 10-67
12-67
2-68
12-76
10-79
P.I.U.
P.I.U.
P.I.U.
D.F.V.
P.I.U.

Route Symbol BDA Station Pinal

E.S. 67+104 M. P. 1218.29

Applicant Arizona Dept. of Health Services
Address 1740 West Adams
City Phoenix State Arizona Zip 85007
Facility Storm Drain
Purpose Convey Stormwater
Materials and Installation as per CE _____
CS _____

Is Pipe Under Pressure No
Distance from bottom of tie to top of *Casing 13'
If Less than 3'-0" why? _____
If pipe carries flammable substances and has casing

Number and location of vents _____
Materials Carrier Pipe REP
Casing _____
Carrier Pipe 42"
Diameter Casing _____
Smooth Steel _____ (in.)

Pipe Wall Thickness _____
*(Of Casing, if used - 2 Corrugated Metal _____ (Gage)
Otherwise Carrier) _____

Pipe Length Carrier Pipe _____
Casing _____

If Pipe is reinforced Conc. ASTM Class _____
Designation III

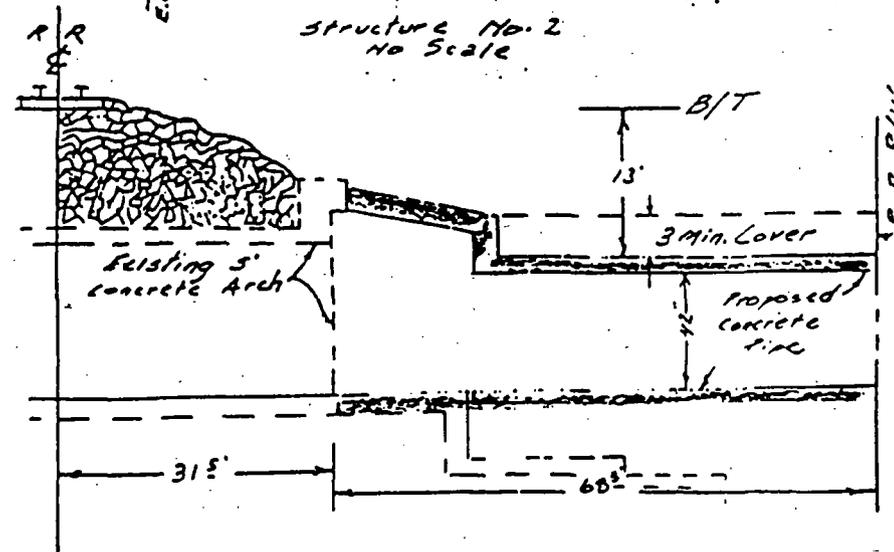
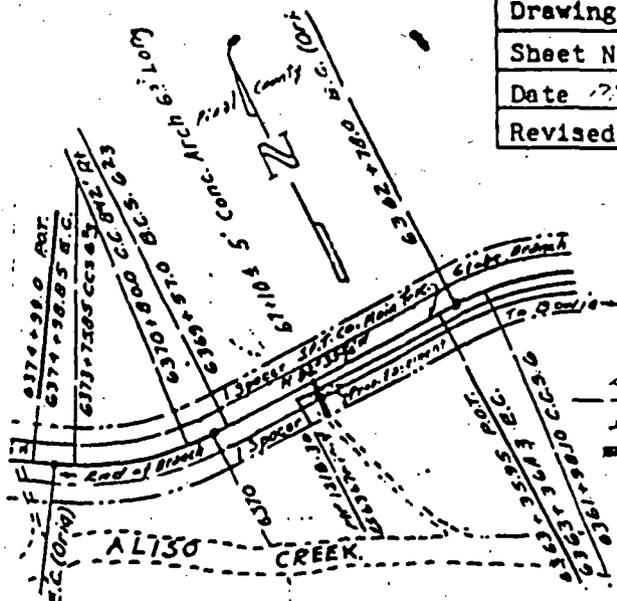
If Pipe is cast iron AWWA Class _____
Furnish Sketch 2 _____

PLAN, CROSS SECTION AND DESCRIPTION OF TRACK OR TRACKS
UNDER WHICH PROPOSED PIPE IS TO BE PLACED TOGETHER
WITH ALL NECESSARY DIMENSIONS.
WHERE SP PIPELINES ARE INVOLVED UTILITY CROSSING SHALL
NOT BE LESS THAN 2'0" BELOW SP PIPELINES.
MARKERS REQUIRED FOR UNDERGROUND UTILITIES

Reference to assigned blanket agreement No. _____
Underground signal line involved Yes No

SP Petroleum Products Pipelines Involved YES NO

Sunset Region
Drawing No. A 670
Sheet No. 3 of 3
Date July 3, 1984
Revised _____



APPENDIX C

Community Relations Plan

Mountain View Mobile Home Estates

Globe, Arizona

FINAL
COMMUNITY RELATIONS PLAN

MOUNTAIN VIEW
MOBILE HOME ESTATES
GLOBE, ARIZONA

08.9V15.0

February 13, 1984

FINAL COMMUNITY RELATIONS PLAN
FOR DESIGN AND CONSTRUCTION ACTIVITIES

MOUNTAIN VIEW MOBILE HOME ESTATES
GLOBE, ARIZONA

SITE BACKGROUND AND HISTORY

Subdivision History

Mountain View Mobile Home Estates, a 17-acre subdivision located 75 miles east of Phoenix in east-central Arizona (see Figure 1), was built in 1973 on a former asbestos mill site. In 1953, Mr. Jack Neal formed the Metate Asbestos Corporation and built the mill at the site. In 1973, the Metate Asbestos Corporation was found to be in violation of EPA air quality standards, and the Gila County Superior Court issued a temporary injunction against Metate to cease operations. The temporary injunction had been requested by the Gila-Pinal Counties Air Quality Control District. In May 1974, the injunction against Metate was made permanent. Mr. Neal developed his property into a residential subdivision, and lots were sold and occupied.

Conversion of the site for residential use apparently included backfilling and leveling with old asbestos mill tailings. In addition, the site was partially covered with native soil.

Other asbestos operations in the vicinity of Mountain View Estates included the adjacent D. W. Jaquays Mining and Equipment Corporation and the "Town Mill" across U.S. Highway 70. The Town Mill was operated by Arizona Asbestos Company and was shut down in 1973. It has been sold twice since its closure and no longer processes asbestos. The adjacent Jaquays Mill still processes asbestos intermittently.

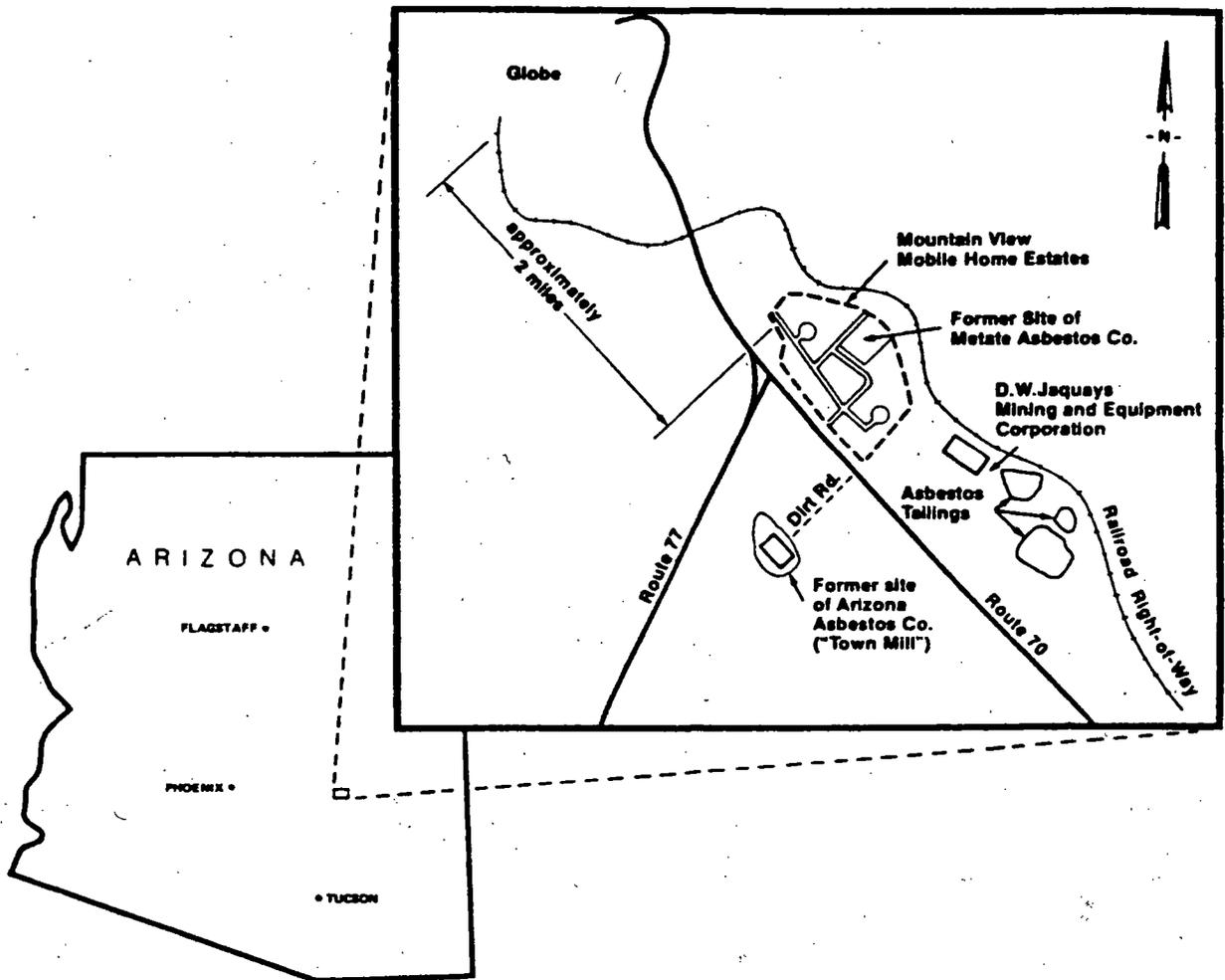


Figure 1
PROJECT VICINITY
 Mountain View
 Mobile Home Estates

Past Actions

State and local officials first discovered asbestos contamination in the soil at Mountain View Estates in October 1979, while inspecting the Mountain View wastewater disposal system. Small piles of asbestos mill tailings lay against the abandoned mill structure, and contaminated soil was accessible to the residents.

Shortly thereafter, state officials took soil samples and confirmed the presence of chrysotile asbestos fibers. Air samples were also taken, and airborne asbestos fibers were measured in both indoor and outdoor environments.

State response to the discovery of asbestos contamination at the subdivision began when the Arizona Department of Health Services (ADHS) sent residents a letter in November 1979 apprising them of the health hazard and recommending that they take immediate measures to minimize their risk of personal exposure. In December 1979, the ADHS ordered Metate, Jaquays, and the Town Mill to submit plans for cleanup of their respective sites.

In January 1980, the Centers for Disease Control (CDC) issued an advisory that residents of the subdivision be evacuated from the site, and Governor Bruce Babbitt declared the site to be in a state of emergency. Two days later, a letter was sent to the residents with instructions for their temporary voluntary relocation to state-provided housing. The Arizona Division of Emergency Services provided this temporary housing from January 1980 through March 1980 while residents' homes were being decontaminated. During this time, other mitigation actions were taken, including demolition and onsite burial of the vacant Metate Mill building, the installation and seeding of a 6-inch-deep protective soil cap over a portion

of the subdivision, and the application of gunite along a short reach of the primary drainage system traversing the subdivision.

The soil cover was shallow and did not cover the area under the mobile homes or several lots. In the fall of 1981, reports that the partial soil cover was eroding and exposing asbestos fibers caused ADHS to look more intently at a more permanent remedy. Mountain View Mobile Home Estates appeared on the Superfund expanded Interim Priorities List in July 1982 as Arizona's highest priority site, and was included in the proposed National Priorities List of Superfund sites published in December 1982.

Remedial Investigation/Feasibility Study

Mountain View Estates was referred to the Department of Justice on September 30, 1982. EPA Region 9 requested remedial investigation/feasibility study (RI/FS) funds for a field investigation of the site to support the enforcement effort. Superfund monies were allocated in January 1983 for a 6-month RI/FS. In March 1983, the RI/FS was accelerated into a 30-day investigation.

The remedial investigation, which began in April 1983, included soil sampling to determine the extent of asbestos contamination of the soil and an assessment to determine the approximate value of the homes and property. The feasibility study evaluated three options for remedial action:

- Alternative A. Site Abandonment. Complete abandonment and sealing of the site and relocation of all residents.

- Alternative B. Site Rehabilitation With Asbestos Removal. Excavation and removal of asbestos-contaminated soil from the site and temporary relocation of all residents during rehabilitation operations.
- Alternative C. Site Rehabilitation With Deep Cap. Placement of a 10-foot deep cap over the site to seal the asbestos-contaminated soil beneath it, along with temporary relocation of all residents during the rehabilitation operations.

During the RI/FS activity, EPA and the Federal Emergency Management Agency (FEMA) offered to temporarily relocate Mountain View residents on a voluntary basis pending a decision on the permanent remedy for the site. Superfund monies were transferred to FEMA to fund the relocation, and a cooperative agreement between FEMA and the Arizona Division of Emergency Services (ADES) was negotiated to effect the voluntary relocation. Physical movement of residents requesting temporary relocation began the week of May 16.

The final draft RI/FS report was published May 6, 1983. The study concluded that Alternative A--permanent relocation--was the most cost-effective, technically feasible, and environmentally acceptable remedial action.

HISTORY OF COMMUNITY RELATIONS

Beginning in 1979, an Arizona Department of Health Services (ADHS) staff person has served as a primary contact with Mountain View residents. An important responsibility of the ADHS staff person was to ensure that all resident inquiries were directed to the proper agency. Emphasis was given to providing public health information and to keeping residents informed of state and EPA actions.

In 1979, an ad hoc committee of residents was formed. After the state mitigation measures in 1980, the committee disbanded. In early 1982, two members from this committee became representatives for the community. To streamline the transfer of information about the project, the ADHS staff person distributed information through these community representatives. The other residents were also contacted directly if appropriate. In addition, ADHS sent informational letters to all residents approximately four times a year.

A public meeting with residents was held in January 1982, when ADHS was actively seeking to secure placement of Mountain View Estates on the Superfund list. At that time, options and costs were presented to the residents. Approximately 80 people attended the meeting. A public meeting was also held in July 1982, when Dr. Sarn, director of ADHS, debated two Globe residents on the dangers of chrysotile asbestos.

ADHS also conducted several informal meetings at residents' homes. These were attended by from 10 to 25 people, and had no media present. A meeting held in January 1982 was attended by the ADHS staff person, the Globe City manager, and the Gila County health officer. Residents had prepared a list of questions and concerns that were addressed by the officials. Another meeting occurred in February 1983. It was to inform residents that Superfund funds had been obligated for an RI/FS and that a consultant would begin work in March or April.

ADHS also issued press releases at appropriate times and maintained contact with local and state officials through departmental correspondence or direct contact.

On April 7, 1983, EPA Region 9 met with local officials, concerned citizens, and Mountain View Estates residents in Globe to explain the RI/FS. The final draft RI/FS report were released to the public on May 9. Copies were distributed to Federal, State, and local officials, and several copies were sent to Mountain View Estates for distribution among the residents. Four repositories were established for public review of the report: the Globe City Hall; the Globe Public Library; the Arizona Department of Health Services Library in Phoenix; and the EPA Region 9 Library in San Francisco.

On April 14, EPA, FEMA, and ADES issued a press release stating that temporary voluntary relocation would be offered to residents of Mountain View. A press release issued by EPA on May 6 announced the availability of the RI/FS report, the repository locations, the public comment period of May 9 through May 23, and the public meeting on the report scheduled by EPA for May 16. Notice of the repository locations, the two-week comment period, and the May 16 public meeting were also included in cover letters accompanying the RI/FS report and in a letter sent to each Mountain View Estates resident.

On May 16, 1983, EPA Region 9 conducted a public meeting in Globe to present the feasibility study report, answer questions, and take public comment. Approximately 125-140 people attended. Eight persons made oral statements at the meeting, and 22 persons submitted written comments following the meeting. Generally, the comments fell into two categories:

- Persons who support permanent relocation of Mountain View Estates residents and urge EPA to implement relocation as soon as possible.

- Persons who believe that Gila County asbestos is unique, not hazardous to health, and has not caused any adverse health effects in Gila County. These commentors urged EPA and the State to delay implementation of remedial action at Mountain View Estates until a health study of Gila County is conducted. Several persons felt that the governmental action was precipitated by emotional rather than scientific decision-making and were concerned about the negative impact of the government action on the economy of Gila County. They felt that no remedial activity should take place at Mountain View Estates.

The responsiveness summary prepared by EPA Region 9 contains the specific comments received and the agency response to them.

CURRENT STATUS

A Record of Decision for the Mountain View Mobile Home Estates site was issued by EPA in June 1983. The selected remedial action was Alternative A:

- Permanent relocation of Mountain View residents
- Onsite burial of containerized mobile homes
- Site closure by capping, fencing, and maintenance

Through an Interagency Agreement, funds for permanent relocation activities were transferred from EPA to FEMA. FEMA in turn signed a cooperative agreement with ADES to conduct

relocation activities. ADES is also responsible for community relations relating to relocation. The temporary relocation offered to residents in April 1983 is continuing. Permanent relocation and acquisition of title to properties is currently underway and is expected to be completed by April 1, 1984.

Design and construction for final site closure will be managed by the U.S. Army Corps of Engineers (COE), under an Interagency Agreement with EPA. COE will be responsible for overall design and construction management, and may assist EPA with community relations.

Design work began in October 1983 (concurrent with permanent relocation activities) and will continue into March 1984. The projected contract award date for construction is May 1984. Provided that property acquisition and permanent relocation of residents have been accomplished, onsite construction is planned from July through December 1984.

COMMUNITY RELATIONS PARTICIPANTS AND ISSUES

Information about interested parties and about issues surrounding design and construction activities was derived from discussions with the following persons:

U.S. EPA Region 9

Jere Johnson, Project Officer
Steve Drew, Community Relations Coordinator

Arizona Department of Health Services

Philip King, Manager, Remedial Action Unit

Arizona Division of Emergency Services

Michael Austin, Globe Asbestos Project Manager

1. Mountain View Residents

Mountain View residents will continue to receive information from ADES concerned permanent relocation activities. It is important that any public information released by EPA concerning design and construction is coordinated with ADES until permanent relocation activities are completed. This will:

- Ensure consistent information
- Avoid the confusion to residents that could result from multiple information sources
- Ensure that information does not interfere with relocation actions. (For example, publication of the proposed construction schedule must specify that it is contingent on the completion of permanent relocation.)

Residents who have not temporarily relocated and are still living at Mountain View will be interested in any onsite activities that occur during the design phase.

2. Local Elected Officials

The Gila County Board of Supervisors has expressed concern about the final use and appearance of the site. They prefer the site to have a low, unobtrusive fence so the site does not become a highly visible tourist attraction. The Mayor and City Council of Globe may have similar concerns. Local officials should have an opportunity for review and comment on the site design before it is made final.

3. Globe Residents

Some Globe residents strongly opposed the remedial action decision. Agency staff members who were consulted for this plan believe the level of interest and involvement has since decreased, but could possibly increase again during design and construction activities.

4. Media

Media attention is likely to be very high during onsite construction, particularly at the beginning. National as well as regional and local media could be interested.

5. State and Federal Agencies

The State and Federal agencies involved with the site (see the Current Status section) include:

- U.S. EPA
- U.S. Army Corps of Engineers
- Federal Emergency Management Agency
- Arizona Division of Emergency Services
- Arizona Department of Health Services
- Centers for Disease Control (if any health-related issues or activities occur)
- U.S. Forest Service (owner of property adjacent to Mountain View Estates and of borrow pit)

6. State and Federal Elected Officials

State and Federal elected officials have shown interest in the site during the remedial investigation/feasibility study and the relocation process. They can be expected to have a continuing interest during design and construction.

A mailing list of interested parties is attached.

COMMUNITY RELATIONS OBJECTIVES

1. Provide information about the scope, schedule, and progress of design and construction activities to Mountain View and Globe residents, local officials, state and Federal elected officials, the media, and other interested parties.
2. Ensure that information is timely, consistent, and in a form that is useful and understandable to the general public.
3. Provide means for interested parties to express their concerns, make inquiries, and obtain further available information if requested.
4. Coordinate community relations activities with other involved state and Federal agencies as appropriate.
5. Monitor public concerns and information needs throughout design and construction activities; modify the community relations plan as necessary to respond to any change in community relations needs.

COMMUNITY RELATIONS TECHNIQUES/TASKS

The following techniques and tasks are designed to meet the objectives defined in the previous section. Community relations tasks are based on the project milestones listed below. Table 1 at the end of this plan shows the schedule for the project milestones and related community relations activities.

PROJECT MILESTONES

- 98% design report submitted by subcontractor to EPA, COE, ADHS, and ADES
- Final agency review conference for 98% design report
- Draft design report released for public review and comment
- Final design report published
- Construction contract awarded
- Start of construction
- Completion of construction

1. Central Information Contact

The following central information contact persons have been established by EPA. Their names, addresses, and telephone numbers will be included in press releases, fact sheets, and other correspondence with interested parties.

- Jere Johnson
Project Officer
U.S. EPA Region 9
(415) 974-7515
- Al Zemsky
Press Officer
U.S. EPA Region 9
(415) 974-8083

2. Agency Coordination

Community relations activities will be coordinated with the following state and federal agency contacts:*

- EPA Region 9
Steve Drew, Community Relations Coordinator
Jere Johnson, Project Officer
- Arizona Department of Health Services
Philip King, Manager, Remedial Action Unit
- Arizona Department of Emergency Services
Michael Austin, Globe Asbestos Project
Manager
- U.S. Army Corps of Engineers
Harvey Grosvenor, Environmental Engineer
Paul Dappen, Project Manager

Fact sheets, press releases, and other public information materials will be reviewed by these agency contacts. This will allow for their input and will also ensure that all involved agencies have consistent, up-to-date information about community relations activities. Agency staff members may also participate in community relations activities such as briefings or the press conference if appropriate.

3. Mailing List

A mailing list of interested individuals, agencies, elected officials, organizations, and the media is attached. This list will be updated throughout the project to include other interested parties.

*See mailing list for addresses and telephone numbers.

4. Public Comment Period

A 2-week public comment period will be provided for review of the draft design report. The dates of the comment period will be announced in Press Release A and Fact Sheet A.

5. Responsiveness Summary

A responsiveness summary of the comments received during the above public comment period and the agency response to them will be prepared. It will be attached to the final design report, and will be summarized in Fact Sheet B.

6. Briefing of Local Officials

The Mayor of Globe, the Globe City Council (through the Mayor), and the Gila County Board of Supervisors will be briefed about design and construction activities. The briefings will have three purposes:

- To inform local elected officials of design and construction scheduling, decisions, and activities
- To provide a means for local elected officials to comment and make inquiries
- To monitor community concerns and information needs, as identified by the elected officials

Task A: Send a letter to the Mayor of Globe and the Chairman of the County Board of Supervisors as soon as possible before the draft design report is released. The letter will inform them of the coming report and comment period; will outline other projected design and construction activities; and will provide the names and addresses of the EPA information contacts.

Task B: Send the city and county copies of the draft design report, along with a cover letter that again provides information about the comment period.

Task C: Send the city and county copies of the final design report. This report will include a responsiveness summary that outlines the comments received during the comment period and the agency response to them.

Task D: Brief the city and county by letter or telephone about the construction contract award.

Task E: Brief the city and county by letter or telephone before onsite construction activities begin.

Task F: Brief the city and county when construction is completed.

Local officials will also be briefed as necessary when other significant decisions or activities occur.

7. Information Repositories

Information repositories will be maintained at the following locations:

Globe City Hall
1700 W. Washington Street
Globe, Arizona 85501

Globe Public Library
Broad and Oak Streets
Globe, Arizona 85501

U.S. EPA Region 9
215 Fremont Street
San Francisco, California 94105

Arizona Department of Health Services
Library (Reference Section)
1740 W. Adams
Lower Level
Phoenix, Arizona 85007

Task A: Place copies of draft design report in repositories.

Task B: Place copies of final design report (including responsiveness summary) in repositories.

Ongoing: Place fact sheets and other written materials in repositories for public review. Provide the name, address, and telephone of the EPA contact persons for further information.

8. Notification of Mountain View Residents

If any onsite activities are conducted before final relocation is completed, residents who own property in Mountain View will be given prior notice by letter. Notification will be coordinated with ADES.

9. Press Releases

Press releases will be the most effective means of providing information to the general public. Press releases will be issued when significant decisions or activities occur.

Task A: Issue a press release to announce availability of draft design report; announce the public comment period; outline coming design and construction activities; and designate information centers and central information contacts.

Task B: Issue a press release to announce availability of the final design report.

Task C: Issue a press release to announce the construction contract award.

Task D: Issue a press release to announce the beginning of onsite construction activities (in conjunction with press conference--Technique 11).

Task E: Issue a press release to announce construction completion.

Additional press releases will be issued during construction as necessary. Press releases will be coordinated with all involved agencies to ensure consistent, complete information about site activities.

10. Fact Sheets

Fact sheets will be prepared to provide more detailed information than press releases. They will be distributed to persons on the mailing list and will be available at the information repositories. They will be written in a style and format that is informative and understandable to the general public.

Task A: Distribute a fact sheet when the draft design report is released. This fact sheet will briefly describe the proposed site design; announce the public comment period; and identify the information repositories and central information contacts.

Task B: Distribute a fact sheet when the final design report is released to describe the final design decisions. This fact sheet will include a short responsiveness summary that outlines the comments received during the public comment period and the agency response to them. A brief schedule of upcoming construction activities will also be included.

Task C: Distribute a fact sheet to announce the beginning of onsite construction and outline construction activities.

Task D: Distribute a fact sheet to announce construction completion and other relevant information.

Ongoing: Prepare additional fact sheets as appropriate to convey information about construction activities.

11. Press Conference

Onsite construction activities are expected to generate considerable media interest. A press conference will be held in Globe before onsite construction begins. This will enable the media to obtain complete, accurate information from qualified spokespersons.

12. Onsite Information Source

Information about construction activities will be provided through press releases, fact sheets, briefings of local officials, and the press conference. However, considerable media and community interest is anticipated during onsite activities. An onsite information source will be required to answer questions and to coordinate media activities. A media information area will be designated to eliminate disruptions to construction activities.

The presence of the onsite information source may not be required at all times; this will be evaluated throughout construction activities.

Table 1
MOUNTAIN VIEW MOBILE HOME ESTATES
DESIGN AND CONSTRUCTION
COMMUNITY RELATIONS ACTIVITIES

Community Relations Techniques

<u>Project Milestones</u>	<u>Brief Local Officials</u>	<u>Reports to Information Repositories</u>	<u>Press Releases</u>	<u>Fact Sheets</u>	<u>Public Comment Period</u>	<u>Responsiveness Summary</u>	<u>Press Conference</u>	<u>On-Site Information Source</u>
Start Design (October 1983)			X (COE)					
Complete 60% Design (5 December 1983)								
60% Review Conference (13 December 1983)								
Start Final Design (14 December 1983)								
Submit 98% Design (8 February 1984)								
Final Review Conference (29 February 1984)	A							
Release Draft Design Report (19 March 1984)	B	A	A	A	X (19-30 March)			
Project Advertisement (2 April 1984)								
Release Final Design Report (13 April 1984)	C	B	B	B		X		
Bid Opening Date (1 May 1984)								
Contract Award Date (15 May 1984)	D		C					
Start Construction (17 July 1984)	E		D	C		X	X (as appropriate)	
Complete Construction (17 December 1984)	F		E	D				

(2/17/84)

AGENCY COORDINATION
MAILING LIST
(GLOBE)

- Ms. Jere Johnson
U.S. EPA, Region 9
215 Fremont Street
San Francisco, California 94105
- Mr. Phil King
Arizona Department of Health Services
1740 W. Adams Street
Phoenix, Arizona 85007
- Mr. Michael Austin
Program Manager
Arizona Department of Emergency Services
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AMENDMENT TO APPENDIX C

Community Relations Plan

Appendix C, Community Relations Plan ("CRP"), to the Original Superfund State Contract ("Original SSC") for the Mountain View Mobile Home Estates Superfund Site ("Site"), dated September 19, 1984 and attached herewith, describes the history of community relations activities at the Site, community relations objectives, project milestones, and community relations contact information at the time the relocation of residents and construction of the remedy was underway. The purpose of this Amendment to the CRP ("CRP Amendment") is to update the objectives, tasks and agency contact information to be consistent with the long-term operations and maintenance ("Site O&M") activities currently on-going at the Site under State-lead.

This Community Relations Plan is amended as follows:

Community Relations Objectives

- Provide information to the public about the status and protectiveness of long-term operation and maintenance of the Site.
- All other objectives in the 1984 CRP remain the same.

Project Milestones

- Complete annual Project Status Reports, including status of Site O&M and institutional controls, by April 1 of the following year.
- Complete 5-Year Review Reports every five years with the next report due by September 30, 2010.

Agency Project Managers for Site Coordination

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Information Repositories

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- All other repository information in the 1984 CRP remains the same.

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