



Stauffer Chemical Company

Westport, Connecticut 06881 / Tel. (203) 222-3000 / Cable "Staufchem"

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(Red)

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RECEIVED
NEW YORK REGION III STAFF

MAR 10 1986

EPA-Region III

March 5, 1986

Mr. Tim Travers, Compliance Officer
U.S. Environmental Protection Agency, Region III
CERCLA Remedial Enforcement Section (3HW12)
841 Chestnut Building, 6th Floor
Philadelphia, PA 19107

Dear Mr. Travers:

This will acknowledge receipt of a letter from Mr. Stephen Wassersug to Roy Sambrook of Stauffer Chemical Company requesting information on Stauffer's disposal of waste at the Blosenski Landfill.

We are in the position of reviewing our records to compile any information which we may have available. We will not be able to complete this review within the ten day time period specified in Mr. Wassersug's letter. We should be in a position to respond on or before March 19.

Sincerely,

STAUFFER CHEMICAL COMPANY

J. D. Sheehan, Director
Environmental Control Dept.

JDS/rcg

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P 681 204 865

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982
* U.S.G.P.O. 1983-403-517

Sent to Mr. Roy Sanbrook, President	
Street and No. Stauffer Chemical	
P.O., State and ZIP Code Westport, Connecticut 06881	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$

Postmark or Date
SITE FILE

CERTIFIED

P 681 204 865

MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on cover.

1. The following service is requested (check one):
 Show to whom and date delivered.
 Show to whom, date, and address of delivery.
 RESTRICTED DELIVERY Show to whom and date delivered.
 RESTRICTED DELIVERY Show to whom, date, and address of delivery.
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 Mr. Roy Sanbrook, President
 Stauffer Chemical
 Westport, Connecticut 06881

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 P 681 204 833

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE Addressee Authorized

4. DATE OF DELIVERY: 2/21/86 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

200857

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(Red)

SITE FILE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

841 Chestnut Building
Philadelphia, Pennsylvania 19107

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

FEB 14 1986

Mr. Roy Sanbrook, President
Stauffer Chemical
Westport, Connecticut 06881

Re: Blosenski Landfill

Dear Mr. Sanbrook:

The U.S. Environmental Protection Agency (EPA) is seeking information concerning a release, or the threat of a release, of hazardous substances into the environment. Pursuant to the authority of Section 3007(a) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6927(a), and Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604(e), your company is requested to furnish all information and documents in its possession, custody or control, or in the possession, custody or control of any of its officers, employees or agents which concern, refer, or relate to hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), particularly hazardous substances which were transported to, or stored, or disposed of at the Blosenski Landfill (as depicted on the enclosed "Location Map"), which was formerly operated by Mr. Perry Phillips and then by Mr. Joseph M. Blosenski, Jr., and which is located along Route 340 in West Caln Township, Chester County, Pennsylvania. This letter is being sent to you because the name of your company appears on invoices submitted to EPA by Inland Pumping & Dredging Corporation. Inland Pumping & Dredging Corporation is suspected to have transported hazardous substances to the Blosenski Landfill.

All information and documents requested are due to the address listed below within ten (10) calendar days of receipt of this letter.

The response should include, but not be limited to, information and documentation concerning:

1. the nature of your business;
2. the types of waste produced by your business;
3. the final location and disposition of those wastes;
4. the manner by which those wastes reached that location;
5. a description of any permits or applications to any hazardous waste permitting authority;
6. the types and quantities of the hazardous substances sent to the Blosenski Landfill;

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7. the date(s) such substances were sent to the Blosenski Landfill;
8. the state (i.e., liquid, solid, or gaseous) of the substances sent to the Blosenski Landfill, and the manner in which the substances were stored or disposed (i.e., drummed or uncontained, placed in lagoons, landfilled, placed in piles, etc.);
9. any correspondence between your company and any regulatory agencies regarding such substances;
10. any correspondence between your company and any third party regarding such substances;
11. the identity of, and documents relating to, any other person who generated, treated, stored, transported, or disposed, or who arranged for the treatment, storage, disposal, or transportation of such substances to the Blosenski Landfill; and
12. Copies of any deeds, rights-of-way, leases, or other real interests which your company has in the Blosenski Landfill.

In addition to the above information, if your company is privately insured against releases of hazardous wastes or substances as a result of the handling of such materials, please inform us of the existence of such insurance and provide us with copies of all insurance policies.

Please describe any documents that were maintained by your company of the transactions with the Blosenski Landfill including the date of the documents, the author of the documents, the current location of the documents and the current custodian, and all efforts that were taken to identify these documents.

As used herein, the term "documents" means writings (handwritten, typed or otherwise produced or reproduced) and includes, but is not limited to, any invoices, checks, receipts, bills of lading, weight receipts, toll receipts, correspondence, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, books of original entry, minutes of meetings, memoranda, notes, calendar or diary entries, agendas, bulletins, notices, announcements, charts, maps, photographs, drawings, manuals, brochures, reports of scientific study or investigation, schedules, price lists, telegrams, teletypes, phono-records, magnetic voice or video records, tapes, summaries, magnetic tapes, punch cards, recordings, discs, computer printouts, or other data compilations from which information can be obtained or translated.

You are entitled to assert a claim of business confidentiality covering part of the submitted information, in the manner described in 40 C.F.R. Section 2.203(b). Information subject to a claim of business confidentiality

will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. Unless a business confidentiality claim is asserted at the time the requested information is submitted, EPA may make this information available to the public without further notice to you.

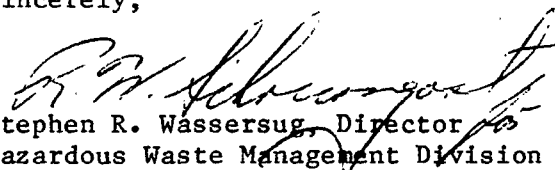
It is EPA's position that failure to comply with this request within the specified time period is a violation of Federal law which may result in civil enforcement action. In order to mitigate the extent of any enforcement actions which might be forthcoming in this matter, you are encouraged to comply in full with the information request in the time frame specified above.

Please send the required information to:

Tim Travers, Compliance Officer
U.S. Environmental Protection Agency, Region III
CERCLA Remedial Enforcement Section (3HW12)
841 Chestnut Building, 6th Floor
Philadelphia, PA 19107

If you have any questions concerning this matter, please contact Tim Travers at (215) 597-3169 or Ellen Teplitzky, Assistant Regional Counsel at (215) 597-9405.

Sincerely,

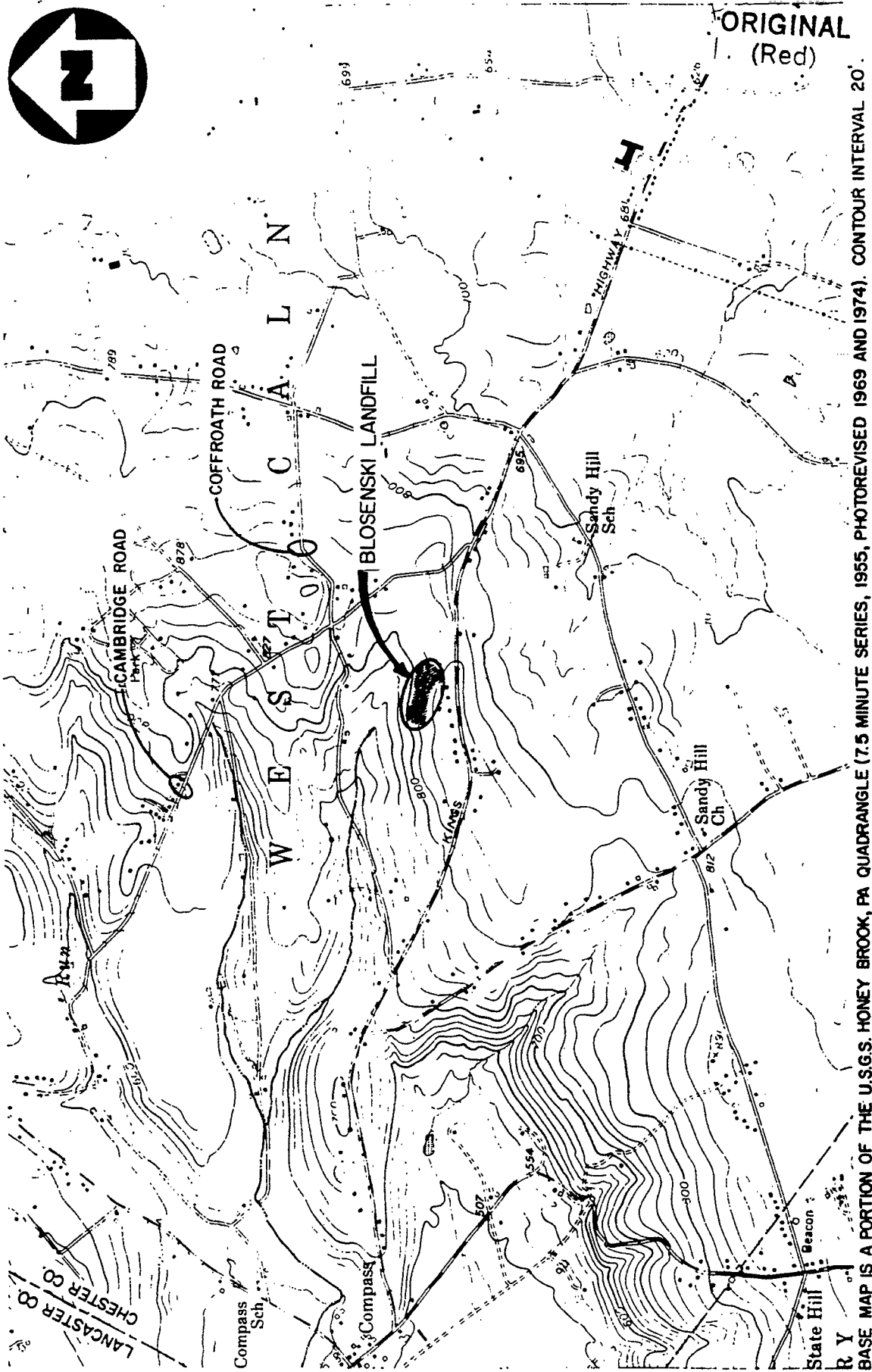


Stephen R. Wassersug, Director
Hazardous Waste Management Division

Enclosure(s): Location Map

cc: Donald A. Lazarchik, P.E., Director
Bureau of Solid Waste Management
Pennsylvania Department of Environmental Resources

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BASE MAP IS A PORTION OF THE U.S.G.S. HONEY BROOK, PA QUADRANGLE (7.5 MINUTE SERIES, 1955, PHOTOREVISED 1969 AND 1974). CONTOUR INTERVAL 20'

FIGURE I-1



A Halliburton Company

LOCATION MAP
BLOENSKI LANDFILL, WEST CALN TWP., PA

SCALE: 1"=2000'

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COMMONWEALTH OF PENNSYLVANIA



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DEPARTMENT OF ENVIRONMENTAL RESOURCES

NORRISTOWN ADDRESS: 1875 New Hope Street
Norristown, Pennsylvania 19401

February 11, 1976

Mr. Rhett Ragsdale
% G.R.O.W.S., Inc.
P. O. Box 180
Morrisville, Penna. 19067

Subject: Proposal to dispose of Liquid Wastes
from Rohm & Haas Corp., and from
Stauffer Chemical.

Dear Rhett:

Approval is hereby granted for the disposal of the materials from Rohm and Haas Corporation, and from Stauffer Chemical.

The materials from Rohm and Haas must be disposed in a manner to prevent them from setting up and thereby creating an impermeable layer within the landfill.

Respectfully,

A handwritten signature in cursive script that reads "George W. Buchanan".

George W. Buchanan
Environmental Protection Specialist II
Region I - Norristown Office

GWB/m

200882



February 12, 1976

Mr. John MacCalus
Stauffer Chemical Company
2300 South Pennsylvania Avenue
Morrisville, Pa. 19067

Dear Mr. MacCalus

On February 11, 1976 approval was received from the Pennsylvania Department of Environmental Resources to accept your Arsenic liquid waste at GROWS landfill.

The purchase order you suggested in your letter of November 20, 1975 will be acceptable.

The cost of disposal for the period of February 1, 1976 to Jan. 31, 1977 will be \$.10 per gallon.

Yours truly

Rhett D. Ragsdale
President GROWS Inc.

cc. Dale Yeager
Inland Pumping & Dredging

Perkins

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WASTE MATERIALS DISPOSAL AGREEMENT

This agreement is made this day of ,
by and between Inland Pumping, Dredging & , a Penna.
corporation, having its office in Downingtown, Pa hereinafter
called Inland ; and Stauffer Chemical
Company, a Delaware corporation, having an office located
at Morrisville Pennsylvania, hereinafter called Stauffer.
This agreement covers the removal and disposal of Arsenic
containing neutralized waste water/solids.

ARTICLE I. TERMS: This agreement shall be for the
term commencing 11-15 19 75 and ending 11-14 19 76

ARTICLE II. MATERIALS FOR DISPOSAL: The material to be
removed and disposed of is Arsenic containing neutralized
waste water/solids with the following approximate composition.

72.5%	Water
.5%	Phosphate
24.5%	Dicalite
2.5%	AS ₂ S ₃

100.0%

ARTICLE III. FACILITIES: Inland shall furnish
all labor, material, tools, equipment, facilities, and services
to remove and dispose of the Waste Arsenic from a tank located
at Stauffer Chemical Company, Morrisville, Pennsylvania. The
tank trucks provided by Inland to haul away the Waste
Arsenic will have a minimum capacity of 5,000 gallons.

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ARTICLE IV. REMOVAL PERIODS: Inland

shall

remove the Waste Arsenic from Morrisville, Pa. on work days exclusive of Saturday, Sunday and holidays. If for any reason Inland does not remove the Waste Arsenic within two (2) days (exclusive of Saturday, Sunday and holidays as aforesaid) after Stauffer has directed Inland to do so, Stauffer shall have the right, without prejudice to any other rights it may have, to make arrangements with any third person or persons to remove any or all of the quantity of Waste Arsenic which has accumulated by reason of Inland's not removing the waste.

ARTICLE V. COMPENSATION: For the services performed hereunder, Inland will be paid by Stauffer as follows:

a. The Waste Arsenic will be removed at a cost to Stauffer of \$.036 per gallon. Stauffer will prepare a shipping document for each shipment and Inland will prepare an invoice with one copy of Stauffer's shipping document per shipment attached to support the invoice amount. Stauffer will pay the invoice within 15 days of receipt.

ARTICLE VI. DISPOSAL PROCEDURE: Inland

agrees to dispose of these materials in accordance with good and safe practices in compliance with all applicable Federal, State and Municipal codes, rules and regulations.

ARTICLE VII. TITLE: Title to all Arsenic Waste picked up by Inland will transfer to Inland at the time material is loaded in or on the trucks of Inland.

ARTICLE VIII. INDEPENDENT CONTRACTOR: Inland is an independent contractor.

ARTICLE IX. LIABILITY: Stauffer will be liable for the material until loaded in or on the trucks of Inland. Inland will have the responsibility and liability for the safe, clean transportation and discharging of these materials to G.R.O.W.S. landfill, operated by Waste Resources Corporation. Inland understands the nature of the material to be removed and discharged of and agrees to take every precaution in handling and discharging so as not to cause injury or damage to persons or property.

Inland agrees to indemnify, defend and save Stauffer (including officers, directors, and employees of Stauffer) harmless from and against any and all claims, suits, and liabilities based upon damage to, or destruction of, any property or injury to any person (including death) arising out of or attributable to the performance or non-performance by you hereunder, even if caused in part by the negligence of contractor (including, but not limited to, your employees, subcontractors, or agents), except for such injuries or damages which are caused solely by the negligence of Stauffer. In the event any arrangement is made whereby employees of Stauffer or any tools, equipment, apparatus, improvements or other property of Stauffer, are used by contractor or subcontractor, irrespective of who pays such employees and regardless of whether a rental or other consideration is paid for the use of said tools, equipment, apparatus,

improvements or other property, as a condition, prece-ORIGINAL
dent to and in consideration for the receipt and/or use (Red)
thereof, said employees while engaged in this work shall
be considered the agents, servants and employees of con-
tractor, and the acceptance and/or use of said employees,
tools, equipment, and improvements shall mean that con-
tractor has accepted full responsibility and risk for the
same, and contractor shall under the terms of the foregoing
indemnity agreement, fully indemnify, defend and save
Stauffer (including officers, directors and employees of
Stauffer) harmless from any claims and actions regardless
of how the same may be caused, arising out of, incident
or pertaining to the use and/or receipt of said employees,
tools, equipment, apparatus, improvements or other property
of Stauffer and to reimburse Stauffer for any and all ex-
penses incurred through any claim, demand, suit, action,
loss, cost or expense or any damage which may arise out of
or is incident to said receipt and/or use.

ARTICLE X. INSURANCE: Inland shall at its
own expense carry and maintain insurance with companies
satisfactory to Stauffer as follows:

a. Workmen's Compensation and Employer's Liability
Insurance.

b. Comprehensive General Liability Insurance for
amounts not less than \$1,000,000 to cover bodily liability
or death of one person, not less than \$1,000,000 to cover
all persons injured or killed as a result of one occurrence,
and \$1,000,000 each occurrence, property damage liability.

c. Automobile Liability Insurance for \$1,000,000 per person per accident, bodily injury or deaths and \$1,000,000 per accident property damage liability.

d. Inland shall have its insurance carrier or carriers furnish to Stauffer certificates stating that all insurance required under this agreement is in full force and effect reciting the expiration date of each policy and that the insurance will not be cancelled during the life of this agreement without ten (10) days prior written notice by registered mail to Stauffer. Contractor's public liability insurance certificate shall cite, and insure the hold harmless clauses set forth in Article IX, paragraph 2 and 3 of this contract.

ARTICLE XI. FORCE MAJEURE: For purpose of this agreement the term "Force Majeure" is defined as any act of God, act of the public enemy, strike or difference with workmen, riot, disorder, epidemic, landslide, lightning, earthquake, fire, storm, flood, civil disturbance, explosion interference by civil or military authorities, or other causes by of the class herein specifically provided for or not.

If for any reason Inland does not remove the Waste Arsenic within two (2) days (exclusive of Saturday, Sunday and holidays as aforesaid) after Stauffer has directed Inland to do so, Stauffer shall have the right, without prejudice to any other rights it may have, to make arrangements with any third person or persons to remove any or all of the quantity of Waste Arsenic which has accumulated by reason of Inland's not removing the Waste.

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Neither party shall be responsible for any delays, losses, damages, or failure of performance of any of its obligations under this agreement, where such delays, losses, damages or failures are due to "Force Majeure".

ARTICLE XII. MAINTENANCE AND TAXES: Inland shall maintain all its facilities to be employed hereunder in a good and operable condition. Inland shall be responsible for all costs of maintenance repairs and the payment of all taxes with respect to such facilities.

ARTICLE XIII. AMENDMENTS: The entire agreement of the parties in respect hereof is contained herein. No alterations or modifications hereof shall be effective unless in writing, signed by the parties hereto.

ARTICLE XIV. ASSIGNMENT: This agreement shall not be assigned by either party without the prior written consent of the other party.

DATE: 12/9/75

DATE: 12/9/75

[Signature]
STAUFFER CHEMICAL CO.

[Signature] Sec
INLAND PUMPING &
DREDGING COMPANY.