



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
841 Chestnut Building
Philadelphia, Pennsylvania 19107

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OCT 18 1991

Richard D. Kirk, Esquire
Morris, James, Hitchens & Williams
222 Delaware Avenue
Wilmington, Delaware 19899

RE: Delaware Sand & Gravel Superfund Site

Dear Mr. Kirk:

Enclosed you will find an executed copy of Administrative Order Docket No. III-91-71-DC for the above referenced Site which requires the Respondents listed in the Order to construct a fence around the Drum Disposal Area at the Site.

If you have any questions please telephone Mr. Christopher P. Thomas, of my staff, at (215) 597-4458, or Maria Parisi Vickers, Assistant Regional Counsel, at (215) 597-9387. The Order becomes effective five days after it has been signed by EPA.

Sincerely,


Thomas C. Voltaggio, Director
Hazardous Waste Management Division

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BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

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IN THE MATTER OF:

Delaware Sand and Gravel Superfund
Site

Hercules Incorporated,
Allied-Signal Inc.,
American Can Company,
American Cyanamid Company,
Amoco Chemical Corporation,
Avon Products, Inc.,
Champlain Cable Corporation,
Chrysler Corporation,
Congoleum Corporation,
E.I. Du Pont De Nemours & Co., Inc.,
General Motors Corporation,
ICI Americas, Inc.,
Johnson Controls, Inc.,
Motor Wheel Corporation,
Occidental Chemical Corporation,
SCA Services, Inc.,
Standard Chlorine of Delaware, Inc.,
Waste Management of Delaware, Inc.,
and Witco Corporation,

Docket No. III-91-71-DC

Respondents

Proceeding Under Section 106(a)
of the Comprehensive Environmental
Response, Compensation and Liability
Act of 1980, as amended by the
Superfund Amendments and Reauthori-
zation Act of 1986, 42 U.S.C.
§ 9606(a)

ADMINISTRATIVE ORDER
FOR REMOVAL RESPONSE ACTIVITIES

Having determined the necessity for implementation of response activities at or relating to the Delaware Sand and Gravel Superfund Site in New Castle, New Castle County, Delaware, the United States Environmental Protection Agency ("EPA"), hereby Orders as follows:

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I. JURISDICTION AND GENERAL PROVISIONS

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1.1 This Order is issued to the above captioned Respondents pursuant to the authority vested in the President of the United States by Sections 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. § 9606(a), delegated to the Administrator of EPA by Executive Order No. 12,580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of EPA. This Order pertains to property located on Grantham Lane, about 2 miles east of the town center of New Castle, New Castle County, Delaware. The property will hereinafter be referred to as "the Site", and is further described in paragraph 3.4 below.

1.2 The Respondents shall undertake all actions required by, and comply with all requirements of, this Order including any modifications hereto (hereinafter the "Work").

1.3 The Work shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 C.F.R. Part 300, and CERCLA.

II. STATEMENT OF PURPOSE

2.1 In issuing this Order, the objective of EPA is to protect the public health and welfare and the environment by ensuring that a proper removal response action, as defined in Section 101(23) of CERCLA, 42 U.S.C. § 9601(23), is conducted to prevent, minimize or mitigate damage to the public health or welfare or to the environment which may otherwise result from a release or threat of release of hazardous substances at the Site (as hereinafter described), by properly erecting a fence around the Drum Disposal Area at the Site.

III. FINDINGS OF FACT

3.1 The corporate/legal status of each Respondent is described in Exhibit A which is attached hereto and incorporated by reference into the Findings of Fact of this Order.

3.2 The Respondents Hercules Incorporated, Allied-Signal, Inc., American Can Company, American Cyanamid Company, Amoco Chemical Corporation, Avon Products, Inc., Champlain Cable Corporation, Chrysler Corporation, Congoleum Corporation, E.I. Du Pont De Nemours & Co., Inc., General Motors Corporation, ICI Americas, Inc., Johnson Controls, Inc., Motor Wheel Corporation, Occidental Chemical Corporation, Standard Chlorine of Delaware, and Witco

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Corporation arranged by contract, agreement or otherwise, for the transportation and/or disposal of hazardous substances at the Site.

3.3 The Respondents SCA Services, Inc., and Waste Management of Delaware transported and/or disposed of hazardous substances at the Site by entering into a contract, agreement or otherwise with the Respondents listed in 3.2 above.

3.4 The Site consists of approximately 27 acres located on Grantham Lane, about 2 miles east of the town center of New Castle, New Castle County, Delaware. From approximately 1957 through 1976, hazardous substances were disposed of at the Site. The Site contains at least four areas where hazardous substances have been disposed: the Drum Disposal Area, Inert Disposal Area, Ridge Area, and Grantham South Area. Army Creek, a tributary of the Delaware River, borders the Site to the north and west.

3.5 On or about September 9, 1968, The Delaware Water and Air Resource Commission issued to the Delaware Sand and Gravel Company, the owner and operator of the Site, a Certificate of Approval for a sanitary landfill. The Air Pollution Control Permit for the Site allowed for the disposal of cardboard, wire, pallets, corkdust, and styrofoam in the solid waste landfill.

3.6 During 1970, the Delaware Department of Natural Resources and Environmental Control ("DNREC") issued a Solid Waste Disposal Permit for continued operation of the Site as a landfill, effective from 1971 to 1976.

3.7 DNREC inspected the Site during 1975 and installed groundwater monitoring wells around the Site because DNREC suspected that leachate from the landfill may have impacted the groundwater. Due to improper operating procedures at the Site, which included poor cover and compaction of the disposed materials on site, DNREC took an enforcement action against the Delaware Sand and Gravel Company during 1976.

3.8 During 1987, DNREC suspected that an estimated 7,500 drums containing industrial liquids and sludges from perfume, plastic, paint, and petroleum refining processes had been emptied into an unlined pit of approximately 2 acres in size and approximately 15 feet deep. This unlined pit became known as the Drum Disposal Area.

3.9 The Site was proposed for listing on the National Priorities List ("NPL") in October 1981. Pursuant to Section 105 of CERCLA 42 U.S.C. § 9605, EPA placed the Site on the NPL, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983 (48 Fed. Reg. 40658).

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3.10 During December 1983, a Superfund Site Investigation ("SI") was performed by EPA. Based on the results of the SI, EPA initiated a removal action in the Drum Disposal Area during March 1984. As part of the removal action, 1,644 drums, many of which were intact, were recovered and disposed of by EPA. The remaining drums were covered with top soil and the area was hydroseeded. A fence was then constructed around the perimeter to prevent unauthorized access to the Drum Disposal Area.

3.11 On or about July 30, 1991, EPA performed an inspection of the Drum Disposal Area. EPA observed that the fence surrounding the pit had been breached and that tire tracks from recreational vehicles were found on top of the pit which indicated that unauthorized entry had been made into the Drum Disposal Area.

3.12 EPA is currently completing a pre-design Remedial Investigation of the Site. Analytical results of samples collected during the pre-design Investigation indicate that a caramel-colored surface seep in the middle of the Drum Disposal Area contains concentrations of benzene and naphthalene up to 69,000 parts per million (ppm). Concentrations of methylene chloride (250 ppm), toluene (400 ppm), styrene (1,700 ppm) and ethylbenzene (86 ppm) were detected in the surface soils during the pre-design Investigation.

3.13 On or about August 21, 1991, EPA made a determination that a threat to public health or welfare or the environment exists at the Site and that a removal action is warranted.

3.14 Benzene, naphthalene, methylene chloride, toluene, styrene and ethylbenzene are listed as hazardous substances at 40 C.F.R § 302.4.

IV. CONCLUSIONS OF LAW

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

4.2 The Respondents are "persons" as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

4.3 "Hazardous substances", as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), have been disposed of at the Site and are currently present there.

4.4 The presence of hazardous substances at the Site and the past, present, and/or potential migration of hazardous substances from the Site constitutes an actual and/or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. §9601(22).

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4.5 Respondents Hercules Incorporated, Allied-Signal Inc., American Cyanamid Company, Amoco Chemical Corporation, Avon Products, Inc., Champlain Cable Corporation, Chrysler Corporation, Congoleum Corporation, E.I. Du Pont De Nemours & Co., Inc., General Motors Corporation, ICI Americas, Inc., Johnson Controls, Inc., Motor Wheel Corporation, Occidental Chemical Corporation, Standard Chlorine of Delaware, Inc. are "persons" who by contract, agreement, or otherwise arranged for disposal, or arranged with a transporter for disposal, of hazardous substances owned or possessed by such persons, at the Site, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

4.6 Respondents Waste Management of Delaware, Inc. and SCA Services, Inc. are "persons" who accepted hazardous substances for transport for the purpose of disposing of hazardous substances at the Site within the meaning of Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4).

4.7 The Respondents are liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The Respondents are jointly and severally liable for carrying out the provisions of this Order.

V. DETERMINATIONS

Based on the Findings of Fact and Conclusions of Law set forth above, and the Administrative Record referred to in paragraph 22.1 below supporting this Order, EPA has determined that:

5.1 The actual and/or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment.

5.2 The Work is necessary to protect the public health and welfare and the environment.

5.3 Because there is a threat or potential threat to public health or welfare or the environment, a removal action is appropriate to abate, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous substances at or from the Site.

VI. PARTIES BOUND

6.1 This Order shall apply to and be binding upon Respondents and their agents, successors, and assigns. Neither a change in ownership or corporate or partnership status of the Respondents,

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nor a change in ownership or control of the Site shall in any way alter the Respondents' responsibilities under this Order.

6.2 No change in ownership of any property covered by this Order shall in any way alter, diminish, or otherwise affect the Respondents' obligations and responsibilities under this Order.

6.3 The Respondents shall provide a copy of this Order to all contractors, subcontractors, supervisory personnel, laboratories and consultants retained by Respondents to conduct any portion of the Work to be performed by Respondents pursuant to this Order. Respondents shall require in any and all contracts related to this Site that the work that is the subject of such contract be performed within the time and in the manner set forth in this Order.

VII. NOTICE TO THE STATE

7.1 Notice of issuance of this Order has been given to the State of Delaware, pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

VIII. RESPONSE ACTION PLAN DEVELOPMENT AND IMPLEMENTATION

8.1 Respondents shall commence and complete performance of the following Work within the time periods specified herein.

8.2 Within five (5) business days of the effective date of this Order, Respondents shall notify EPA in writing of the identity and qualifications of the contractor, subcontractor, supervisory personnel, and other persons who will be primarily responsible for developing the Response Action Plan ("RAP") required by this Section. Respondents shall further notify EPA in writing of the identity and qualifications of all contractors, subcontractors, supervisory personnel, and other persons who will conduct all or any portion of the Work no less than five (5) days prior to commencement of the Work to be performed by such persons. All contractors, subcontractors, supervisory personnel and/or other persons retained to perform Work shall meet the applicable Occupational Safety and Health Administration ("OSHA") requirements as defined in 29 C.F.R. §1910.120. All contractors, subcontractors, supervisory personnel, and other persons who will perform Work; the Respondents' Project Coordinator designated pursuant to Section IX; and any replacements to any such persons are subject to disapproval by EPA at any time. In the event of any such disapproval by EPA, Respondents shall notify EPA within five (5) calendar days of receipt of such EPA disapproval of the

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person(s) who will replace the one(s) disapproved by EPA. Persons disapproved by EPA shall not perform any of the Work for which they were disapproved.

8.3 Respondents shall accomplish the following items:

- a. Construct a six-foot high cyclone fence around the perimeter of the Drum Disposal Area, and post signs on the fence designating the area as hazardous.
- b. Develop and follow an expeditious schedule for the construction of the fence required in a. above.
- c. Provide Site specific health and safety measures, including preparation and implementation of a Health and Safety Plan ("HASP") for Site activities required by sub-paragraphs a. and b., above, to protect the health and safety of workers, other personnel and the public from the hazardous substances and work related health and safety hazards during performance of the Work specified herein. The HASP shall, as appropriate, provide for proper decontamination of personnel and equipment, monitoring and control of offsite migration of hazardous substances from the Site and protection of public health from exposure to hazardous substances during the conduct of activities at the Site pursuant to this Order. Applicable sections of the HASP shall be as least as stringent as the Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

8.4 Within five (5) business days of the effective date of this Order, Respondents shall submit to EPA for approval a RAP detailing the response actions to be implemented for the items specified in paragraph 8.3 above. The RAP shall include, among other things, a schedule for expeditious performance of such response actions. The RAP shall be consistent with the NCP and shall be subject to approval by EPA according to the provisions of paragraphs 8.5 and 8.8 below.

8.5 EPA will review the RAP and notify the Respondents of EPA's approval or disapproval of the RAP. In the event of disapproval, EPA will specify the deficiencies in writing. The Respondents shall respond to and correct the deficiencies identified by EPA and resubmit the RAP to EPA within five (5) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Exercise of EPA's discretion with respect to such period shall not be subject to the dispute resolution procedures set forth in Section XII of this Order. Approval, disapproval and/or modification by EPA of the subsequent RAP submission shall be according to the provisions of Paragraph 8.8 below. Approval of the RAP shall not limit EPA's

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authority under the terms of this Order to require Respondents conduct activities under this Order to accomplish work outlined in paragraph 8.3 of this Order.

8.6 Within five (5) business days of receipt from EPA of written approval to proceed with implementation of the EPA-approved RAP, the Respondents shall begin implementation of such RAP in accordance with the RAP and the schedule therein, and shall further complete implementation of such RAP in accordance with the RAP and schedule therein. In the event EPA determines that any Work performed is deficient, and EPA requires Respondents to correct or re-perform such Work pursuant to this Order, Respondents shall correct or re-perform such Work in accordance with a schedule provided by EPA.

8.7 Documents, including plans, reports, sampling results and other correspondence to be submitted pursuant to this Order shall be sent by certified or express mail to the EPA Project Coordinator designated pursuant to Section IX.

8.8 All reports, plans, specifications, schedules and attachments required by this Order are subject to EPA approval and shall be deemed incorporated into this Order upon approval by EPA. In the event of conflict between this Order and any document attached, incorporated in or enforceable hereunder, the provisions of this Order shall control. In the event that EPA disapproves any required submission, EPA will specify the deficiencies in writing. Respondents shall amend and submit to EPA a revised submission that responds to and corrects the specified deficiencies within five (5) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Exercise of EPA's discretion with respect to such period shall not be subject to the dispute resolution procedures set forth in Section XII of this Order. In the event of disapproval of any submission, EPA may submit its own modifications to the Respondents, in which case the Respondents are hereby required to implement such modifications. Any non-compliance with EPA-approved reports, plans, specifications, schedules, attachments, or submission of deficient revisions following EPA disapproval, or non-compliance with EPA-required modifications in the case of subsequent disapprovals as specified in this paragraph shall be considered a failure to comply with a requirement of this Order. Determination(s) of non-compliance will be made by EPA.

8.9 Respondents shall provide to EPA, upon written request, any and all information and documents in its possession, custody or control resulting from and/or pertaining to Work performed by Respondents including, but not limited to, analytical data (including raw data), Site safety data, Site monitoring data, operational logs, copies of all hazardous waste manifests (including copies of all hazardous waste manifests signed upon

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receipt of the hazardous wastes by a licensed treatment, storage or disposal facility), the identity of treatment, storage and/or disposal facilities used, the identity of transporters used, the identity of any contractors, subcontractors and supervisory personnel used, information and documents concerning Respondents' compliance with Quality Assurance and Quality Control requirements of this Order, information and documents relating to Respondents' efforts to secure access, and information and documents relating to any project delays. Nothing herein shall be interpreted as limiting the inspection and information-gathering authority of EPA under Federal law.

8.10 Within ten (10) calendar days of the date Respondents conclude they have completed implementation of the RAP, Respondents shall submit a written report to EPA so notifying EPA. The written report shall detail the work undertaken to implement the RAP, and shall be certified by Respondents in accordance with the terms of paragraph 18.2, below. EPA will review the adequacy of Respondents' implementation of the RAP and accomplishment of work items specified in paragraph 8.3 above. EPA will notify Respondents, in writing, of any deficiencies and the actions required to correct such deficiencies. Respondents shall develop an additional plan or amend the existing RAP to address such deficiencies and Respondents shall perform such corrective actions in a manner consistent with the NCP and all applicable Federal laws or regulations. Any additional plan or amendment to the RAP will be subject to the approval procedures outlined in paragraphs 8.4 and 8.8 above.

8.11 Respondents shall not handle or remove any hazardous substances from the Site except in conformance with the terms of this Order and all applicable Federal, State or local laws or regulations, as required by the NCP.

8.12 Respondents shall not commence any Work except in conformance with the terms of this Order. Respondents shall not commence implementation of the RAP developed hereunder until receiving written EPA approval to proceed.

8.13 Respondents shall immediately notify EPA's Project Coordinator and the National Response Center [(800) 424-8802] in the event of any action or occurrence during the pendency of this Order which causes or threatens to cause an additional release of hazardous substances, pollutants or contaminants on, at, or from the Site, or which may create a danger to public health, welfare or the environment.

8.14 In the event that EPA believes that response actions or other current activities at the Site by the Respondents are causing or may cause a release or potential release of hazardous substances, or are a threat to public health or welfare or the environment, EPA may at its discretion immediately halt or modify

such response actions or other activities to eliminate or mitigate such actual or potential release or threat.

IX. DESIGNATED PROJECT COORDINATORS

9.1 Respondents shall designate a Project Coordinator and shall notify EPA of their designated Project Coordinator no later than five (5) calendar days after the effective date of this Order. The Respondents' Project Coordinator shall be a technical and/or managerial representative of the Respondents and may be a contractor and/or consultant; provided, however, the Respondents' Project Coordinator shall not be their legal representative in this matter. The Project Coordinator for EPA designated pursuant to this Section and the Project Coordinator for the Respondents shall be responsible for overseeing the Work. To the maximum extent possible, communications between the Respondents and EPA and all documents concerning the activities performed pursuant to the terms and conditions of this Order, including plans, reports, approvals, and other correspondence, shall be directed to the Project Coordinators.

9.2 The Project Coordinator for EPA is:

Christopher P. Thomas
On-Scene Coordinator
U.S. Environmental Protection Agency
CERCLA Removal Enforcement Section (3HW33)
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-4458

9.3 Respondents shall have the right to change their Project Coordinator. Such a change shall be accomplished by notifying the EPA Project Coordinator in writing at least five (5) calendar days prior to the change.

9.4 EPA shall have the right to change its Project Coordinator at any time without prior notice to Respondents. EPA's intent is to notify the Respondents as soon as practicable following any such change of its Project Coordinator.

9.5 The absence of the EPA Project Coordinator from the Site shall not be cause for the stoppage or delay of Work except when such stoppage or delay is specifically required by EPA.

9.6 The EPA Project Coordinator shall have the authority to halt or modify Work or other activities performed by Respondents at the Site to eliminate an actual or potential release or threat of release of hazardous substances pursuant to paragraph 8.14, above. Such direction by the EPA Project Coordinator may be

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given verbally or in writing. If such direction is given verbally, the EPA Project Coordinator will confirm such direction in writing.

X. QUALITY ASSURANCE

10.1 The Respondents shall use quality assurance, quality control, and chain of custody procedures in accordance with the "EPA NEIC Policies and Procedures Manual" dated May 1978, revised November 1984, EPA Document 330/9-78-001-R and "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," December 1980, QAMS-005/80, and "QA/QC Guidance for Removal Activities", April 1990, EPA/540/G-90/004, while conducting all sample collection and analysis activities required by this Order. The Respondents shall consult with EPA in planning for, and prior to, all sampling and analysis required by the approved RAP. The Respondents shall use a laboratory(s) which has a documented Quality Assurance Program that complies with EPA guidance document QAMS-005/80.

XI. ACCESS

11.1 On and after the effective date of this Order, Respondents shall provide to EPA and its employees, agents, consultants, contractors, and other authorized and/or designated representatives, for the purposes of conducting and/or overseeing the Work, access to all property owned or controlled by Respondents wherein Work must be undertaken. Such access shall permit EPA and its employees, agents, consultants, contractors, and other authorized and designated representatives to conduct all activities described in paragraph 11.3 of this Order.

11.2 To the extent that property wherein Work must be undertaken is presently owned or controlled by parties other than the Respondents, the Respondents shall use their best efforts to obtain Site access agreements from the present owners. Such access agreements shall be finalized within five (5) calendar days of receiving EPA's written approval to proceed with implementation of the RAP as required by paragraph 8.5. Such agreements shall provide reasonable access for Respondents and their employees, agents, consultants, contractors and other authorized and designated representatives. Such agreements shall provide reasonable access for EPA and its authorized representatives for the purposes of conducting and/or overseeing the Work. In the event that any property owner refuses to provide such access or access agreements are not obtained within the time designated above, whichever occurs sooner, the Respondents shall immediately notify EPA, in writing, of all efforts to obtain access and the circumstances of the failure to

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obtain such access. EPA may then, at its discretion, take steps to provide such access.

11.3 EPA and its employees, agents, contractors, consultants and other authorized and designated representatives shall have the authority to enter and freely move about the location where the response actions and/or work is being performed at all reasonable times for the purpose of, inter alia: inspecting Work, inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the Respondents in carrying out the terms of this Order; conducting such tests as EPA deems necessary; using a camera, sound recording or other documentary type equipment; and verifying the data submitted to EPA by the Respondents. The Respondents shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, in any way pertaining to the Work.

11.4 Notwithstanding any provision of this Order, EPA retains all of its access and information-gathering authorities and rights under CERCLA and any other applicable statute or regulation.

XII. RESERVATION OF RIGHTS

12.1 Except as expressly provided in this Order, EPA reserves all rights, claims, interests and defenses it may otherwise have, and nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, including the right to seek injunctive relief and/or the imposition of statutory penalties.

12.2 As provided by this Order, EPA expressly reserves its right to disapprove of Work performed by the Respondents; to halt Work being performed by Respondents if Respondents have not complied with an approved RAP or this Order, or at any time EPA deems necessary to protect public health, welfare or the environment and to perform such Work; to request and require hereunder that Respondents correct and/or to reperform any and all Work disapproved by EPA; and/or to request or require that Respondents perform response actions in addition to those required by this Order. In the event EPA requires the Respondents, and Respondents decline, to correct and/or to reperform work that has been disapproved by EPA and/or to perform response actions in addition to those required by this Order, EPA reserves the right to undertake such actions and seek reimbursement for any costs incurred, and/or to seek any other appropriate relief including a minimum of treble damages as provided at 42 U.S.C. § 9607(c)(3). In addition, EPA reserves the right to undertake removal and/or remedial actions at any time that such actions are appropriate

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under the NCP and to seek reimbursement for any costs incurred and/or take any other action authorized by law.

12.3 EPA reserves the right to bring an action against the Respondents for recovery of all oversight and other response costs incurred by the United States related to this Order which are not reimbursed by the Respondents, as well as any other costs incurred by the United States in connection with response actions conducted at the Site.

12.4 This Order concerns certain response actions (described in Section VIII above) concerning the Site. Such response actions might not fully address all contamination at the Site. Subsequent response actions which may be deemed necessary by EPA are not addressed by this Order. EPA reserves all rights including, without limitation, the right to institute legal action against Respondents and/or any other parties in connection with the performance of any response actions not addressed by this Order.

12.5 EPA reserves the right to take enforcement actions, including actions for monetary penalties, for any violation of law, regulation, or of this Order. Failure to comply with this Order may subject the Respondents to the assessment of civil penalties of up to \$25,000 per day and/or punitive damages in an amount of at least three times the amount of any costs incurred by the United States as a result of such failure pursuant to Sections 106(b) and 107(c) of CERCLA, respectively, 42 U.S.C. §§ 9606(b) and 9607(c). EPA may also undertake such actions as it may deem necessary or appropriate for any purpose including, but not limited to, actions pursuant to Sections 104 and/or 106 of CERCLA, 42 U.S.C. §§ 9604 and/or 9606.

12.6 Nothing in this Order shall limit the authority of the On-Scene Coordinator as outlined in the NCP and CERCLA.

XIII. OTHER CLAIMS

13.1 Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not bound by this Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

13.2 This Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

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13.3 Neither EPA nor the United States, by issuance of this Order, assumes any liability for any acts or omissions by the Respondents, or the Respondents', employees, agents, contractors, or consultants engaged to carry out any action or activity pursuant to this Order, nor shall EPA or the United States be held as a party to any contract entered into by the Respondents or by the Respondents' employees, agents, contractors, or consultants engaged to carry out the requirements of this Order.

13.4 Nothing herein shall constitute or be construed as a satisfaction or release from liability of the Respondents or any other person.

XIV. OTHER APPLICABLE LAWS

14.1 All Work shall be undertaken in accordance with the requirements of all applicable local, State, and Federal laws and regulations, as required by the NCP.

XV. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

15.1 The effective date of this Order shall be five (5) days after it is signed by EPA.

15.2 This Order may be modified or amended by EPA. Such amendments shall be in writing and shall have as their effective date the date on which such amendments are signed by EPA. Modifications to the EPA-approved RAP and its implementation may be made by the EPA Project Coordinator. Such modifications will be confirmed in writing by the EPA Project Coordinator.

15.3 Any reports, plans, specifications, schedules, or other submissions required by this Order are, upon approval by EPA, incorporated into this Order. Any non-compliance with such EPA-approved reports, plans, specifications, schedules, or other submissions shall be considered non-compliance with the requirements of this Order. Determinations of non-compliance will be made by EPA.

15.4 No informal advice, guidance, suggestions or comments by EPA regarding reports, plans, specifications, schedules, or other submissions by the Respondents or the requirements of this Order will be construed as relieving the Respondents of their obligation to obtain formal approval when required by this Order, and to comply with the requirements of this Order unless formally modified.

XVI. LIABILITY OF THE UNITED STATES GOVERNMENT

16.1 Neither the United States Government nor any agency thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions of Respondents, or of its employees, agents, servants, receivers, successors, or assigns, or of any persons, including, but not limited to firms, corporations, subsidiaries, contractors, or consultants, in carrying out the Work, nor shall the United States Government or any agency thereof be held as a party to any contract entered into by Respondents in carrying out the Work.

FAILURE TO PERFORM/PERFORMANCE EVENTS

17.1 In the event of an inability or anticipated inability on the part of Respondents to perform any of the actions or Work required by this Order in the time and manner required herein, the Respondents shall notify EPA's Project Coordinator orally within twenty-four (24) hours of such event (or, if the event occurs on a Friday or Saturday, no later than the following Monday) and in writing no later than seven (7) calendar days after any of the Respondents becomes aware of such delay or anticipated delay. Such written notification shall be certified by a Responsible Official of Respondents in the format described at paragraph 18.2 of this Order and shall describe fully the nature of the delay, including how it may affect the Work, RAP and schedule; the actions that will be or have been taken to mitigate, prevent, and/or minimize further delay; and the timetable according to which future actions to mitigate, prevent and/or minimize the delay will be taken. Such notification shall not relieve Respondents of any obligation of this Order. The Respondents shall adopt all reasonable measures to avoid and minimize such delay.

17.2 In addition to any other relief that may be available to EPA pursuant to applicable law, failure by the Respondents to carry out any requirement of this Order in accordance with the terms and conditions specified herein may result in the performance of the required actions by EPA pursuant to applicable authorities, an action to recover treble damages pursuant to CERCLA, and/or the initiation of an civil action against Respondents for injunctive relief to require Respondents to perform such actions, in addition to any other relief that may be available to EPA pursuant to applicable law.

17.3 Nothing in this paragraph or any other provision of this Order shall be construed so as to limit any powers EPA may have under CERCLA, the NCP, or any other law or regulation.

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XVIII. CERTIFICATION OF COMPLIANCE

18.1 (a) Unless otherwise required by the terms of this Order, any notice, report, certification, data presentation, or other document submitted by the Respondents under or pursuant to this Order, which discusses, describes, demonstrates, or supports any finding or makes any representation concerning the Respondents' compliance or non-compliance with any requirement(s) of this Order shall be certified by either a responsible official of the Respondents or by the Project Coordinator for the Respondents. The term "responsible official" means: (i) a president, secretary, treasurer or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$35 million (in 1987 dollars when the consumer price index was 345.3), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. The responsible official of a partnership or sole proprietorship means the general partner or the proprietor, respectively.

(b) The written report required by paragraph 8.10 of this Order, and any delay described in paragraph 17.1 of this Order, shall be certified by a responsible official of the Respondents.

18.2 The certification required by paragraph 18.1 of this Order shall be in the following form:

"I certify that the information contained in or accompanying this report is true, accurate and complete. As to (the/those) portion(s) of this report for which I cannot personally verify its accuracy, I certify under the penalty of law that this report and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature: _____
Name (print): _____
Title: _____

XIX. SHIPMENT OF HAZARDOUS SUBSTANCES

19.1 Respondents shall, prior to any off-site shipment of hazardous substances from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving state and to EPA's Project Coordinator of such shipment of hazardous substances. However, the notification to EPA of shipments shall not apply to any such off-site shipments when the total volume of all such shipments will not exceed ten (10) cubic yards. Notifications to states in those circumstances shall be governed by applicable state law.

19.2 The notification required by paragraph 19.1 shall be in writing, and shall include the following information, where available: (1) the name and location of the facility to which the hazardous substances are to be shipped; (2) the type and quantity of the hazardous substances to be shipped; (3) the expected schedule for the shipment of the hazardous substances; and (4) the method of transportation of the hazardous substances. Respondents shall notify the receiving state of any significant changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a facility in another state.

19.3 The identity of the receiving facility and state will be determined by the Respondents. Respondents shall provide all relevant information, including information under the categories noted in paragraph 19.1, above, on the off-site shipments, as soon as practicable, but no later than twenty-four (24) hours before the hazardous substances are actually shipped.

XX. NOTICE OF INTENT TO COMPLY

20.1 Respondents shall notify EPA's Project Coordinator within two (2) days after the effective date of this Order of the Respondents' intention to comply with the terms of this Order. Failure of the Respondents to provide notification to EPA's Project Coordinator of intent to comply within this time period shall be deemed a violation of this Order by the Respondents.

XXI. OPPORTUNITY TO CONFER WITH EPA

21.1 Not later than three (3) business days from the effective date of this Order, Respondents may confer with EPA to discuss this Order. Such conference is not an adversarial hearing or part of a proceeding to challenge this Order, and no official stenographic record of such conference shall be kept.

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XXII. ADMINISTRATIVE RECORD

22.1 The Administrative Record upon which this Order is issued is available for review by the Respondents' representatives at their request. Requests to review the Administrative Record shall be submitted to the EPA Project Coordinator identified in paragraph 9.2 of this Order.

XXIII. DEFINITIONS

23.1 "Business Days" as used in this Order shall mean every day of the week except Saturdays, Sundays and federal holidays.

23.2 "Days" as used herein shall mean calendar days except as otherwise specified.

23.3 "Work" as used in this Order shall mean all requirements of this Order, including any modifications hereto.

23.4 All terms not defined herein shall have the meanings set forth in CERCLA and the NCP.

XXIV. TERMINATION AND SATISFACTION

24.1 The Respondents' obligations to EPA under this Order shall terminate and be deemed satisfied upon the Respondents' receipt of written notice from EPA that the Respondents have demonstrated, to the satisfaction of EPA, that all the terms of this Order have been satisfactorily completed.

IT IS SO ORDERED.

BY: *[Signature]*
Edwin B. Erickson
Regional Administrator
Region III
U.S. Environmental Protection
Agency

DATE: 10/18/91

EXHIBIT A

ORIGINAL
(Red)

Respondent

Entity Status

Hercules Incorporated	Corporation (DE)
Allied-Signal Inc.	Corporation (DE)
American Can Company	Corporation (DE)
American Cyanamid Company	Corporation (ME)
Amoco Chemical Corporation	Corporation (DE)
Avon Products, Inc.	Corporation (NY)
Champlain Cable Corporation	Corporation (DE)
Chrysler Corporation	Corporation (DE)
Congoleum Corporation	Corporation (DE)
E.I. Du Pont De Nemours & Co., Inc.	Corporation (DE)
General Motors Corporation	Corporation (DE)
ICI Americas, Inc.	Corporation (DE)
Johnson Controls, Inc.	Corporation (WI)
Motor Wheel Corporation	Corporation (OH)
Occidental Chemical Corporation	Corporation (NY)
SCA Services, Inc.	Corporation (DE)
Standard Chlorine of Delaware, Inc.	Corporation (DE)
Waste Management of Delaware, Inc.	Corporation (DE)
Witco Corporation	Corporation (DE)

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